



FAIRBANKS CITY COUNCIL
AGENDA NO. 2020-15
REGULAR MEETING – JUNE 15, 2020
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. Respectful 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.

NOTE: Due to concerns over the COVID-19 pandemic, some special procedures are being implemented for City Council Meetings. Mayor Matherly and Council Members may participate telephonically during this time. Citizens may have written comments read into the record if submitted to the City Clerk in advance (the three-minute time limit applies). To help achieve social distancing, the seating in Council Chambers is spread out and limited. No more than 30 individuals will be allowed in the Chambers at the same time. Citizens arriving after the maximum number has been reached will be directed to wait in another area until it is their turn to speak to the Council. Meeting attendees are encouraged to wear a face covering, but it is not required. Those who provide testimony to the Council are asked to wipe down the microphone and table surface following their testimony. We thank you for your understanding and cooperation during this time.

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 May 11, 2020

*b) Regular Meeting Minutes of May 18, 2020

*c) Special Meeting Minutes of May 26, 2020

*d) Special Meeting Minutes of June 9, 2020

8. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following Liquor License Application for Transfer of Ownership, Location, and Name Change and Restaurant Designation Permit. Public testimony will be taken and limited to three minutes.

Type/License: Restaurant/Eating Place, License #4772

DBA: Chicken & Beer

Applicant: Two Star, LLC

1454 S. Cushman Street, Fairbanks

From: J&BY, Inc./Ajimi

550 Third Street, Fairbanks

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- *a) Resolution No. 4918 – A Resolution to Honor Karen K. Lavery by Renaming the Fairbanks Transportation Center the Lavery Transportation Center. Introduced by Mayor Matherly and Council Members Cleworth, Rogers, and Therrien.
- *b) Resolution No. 4919 – A Resolution Authorizing the City of Fairbanks to Distribute CARES Act Funds. Introduced by Mayor Matherly.
- *c) Resolution No. 4920 – A Resolution Honoring Battalion Chief Ken Mayfield. Introduced by Mayor Matherly and all City Council Members.
- *d) Resolution No. 4921 – A Resolution in Response to the Murder of George Floyd Calling for Justice, Unity, Constructive Dialogue, and Action Needed to Confront Racism Wherever It May Exist. Introduced by Council Members Therrien, Rogers, and Kun.
- *e) Resolution No. 4922 – A Resolution to Renew the City's Participant Membership Agreement with the Alaska Municipal League Joint Insurance Association, Inc. for Municipal Insurance Coverage. Introduced by Mayor Matherly.
- *f) Ordinance No. 6131 – An Ordinance Authorizing a Lease of Space in City Hall to the Boys & Girls Club of Alaska, Inc. Introduced by Mayor Matherly.
- *g) Ordinance No. 6132 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the AFL-CIO Crafts Council and Amending the 2020 General Fund Operating Budget. Introduced by Mayor Matherly.
- *h) Ordinance No. 6133 – An Ordinance Amending FGC Chapter 46, Article IV, by Enacting Division 6 Fees for Excessive Police Responses. Introduced by Council Members Gibson and Therrien.
- *i) Ordinance No. 6134 – An Ordinance to Amend FGC Chapter 22 Elections by Adding New Section 22-15.1 Early Voting, Making Related Amendments, and Expanding the Requirements for Notices of Election. Introduced by Council Members Rogers, Therrien, and Kun.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Letter from Council Member Cleworth Regarding the SAFER Grant
- *b) Appointment to the Clay Street Cemetery Commission

*c) Reappointment to the Permanent Fund Review Board

*d) Reappointment to the Board of Plumber Examiners

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

a) PSEA Fairbanks Police Command Unit (FPCU) Labor Negotiation Strategy

b) FFU Labor Negotiation Strategy

c) IBEW Labor Negotiation Strategy

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, MAY 11, 2020
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (telephonically) and with the following Council Members in attendance:

Council Members Present: Shoshana Kun, Seat A (telephonic)
June Rogers, Seat B (telephonic)
Valerie Therrien, Seat C (telephonic)
Aaron Gibson, Seat D (telephonic)
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: None

Also Present: Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Jeff Jacobson, Public Works Director (telephonic)
Mike Meeks, Chief of Staff
Bob Pristash, City Engineer
Angela Foster-Snow, HR Director (telephonic)
Nancy Reeder, Police Chief (telephonic)
Tod Chambers, Interim Fire Chief (telephonic)

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

INVOCATION

The Invocation was given by City Clerk Snider.

FLAG SALUTATION

Mayor Matherly asked everyone to join him in the Pledge of Allegiance.

CITIZENS' COMMENTS

James Durrett, 518 Front Street, Fairbanks – Mr. Durrett complained about a neighboring property at 520 Front Street. He stated the main structure caught fire and has been condemned, but people are still living on the property. He stated he believes the owner has nothing to do with the property, and there is a lot of activity at the site. He stated he has filed police reports. He stated there is a large amount of what he would consider hazardous material on the property. He stated water and electric has been cut off at the property, but people are still living there.

Ms. Therrien asked Mr. Durrett if he has been involved with the nuisance property ordinance the City has been looking at. Mr. Durrett stated he has only made a couple of police reports.

Mr. Cleworth asked Mr. Durrett if he said the water had been turned off. Mr. Durrett stated he understands there is no water, sewer, or electric service at the property. **Mr. Cleworth** asked Mr. Durrett if he would stay for Council Member Comments; Mr. Durrett stated he would.

David van den Berg, 332 Slater Drive, Fairbanks – Mr. van den Berg stated the 2020 Midnight Sun Festival has been canceled. He stated the City works in partnership with non-profits in the community. He mentioned three specifically: The Downtown Association (DTA), Festival Fairbanks, and the Fairbanks Parking Authority, and he spoke to different agreements between the City and those organizations. He stated there is a lot of latitude in how the City levers the non-profits.

Hearing no more requests for comment, **Mayor Matherly** declared Citizens' Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

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

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

City Clerk Snider read the Consent Agenda into the record.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of March 30, 2020.

APPROVED on the CONSENT AGENDA.

b) Regular Meeting Minutes of April 13, 2020.

APPROVED on the CONSENT AGENDA.

MAYOR'S COMMENTS AND REPORT

a) Special Reports

Helen Renfrew, Explore Fairbanks Director of Meetings and Conventions – Ms. Renfrew stated that 23 meetings have been either canceled or postponed within the past two months, totaling over \$11.1 million in lost revenue to the local economy. She spoke to the new way economic impacts are being calculated, which is region-specific. She stated Explore Fairbanks recently received information about Economic Adjustment Assistance Program grants through the Federal Economic Development Administration. She stated it looks like there could be funds in the program for destination marketing, and she stated Explore Fairbanks is interested in collaborating with the City of Fairbanks on those opportunities.

Ms. Therrien asked Ms. Renfrew how much money might be available through the federal grant. Ms. Renfrew stated she does not have that information yet.

Ms. Rogers thanked Ms. Renfrew for the information and shared that she is grateful for such a fine organization.

Mayor Matherly asked Acting Fire Chief Tod Chambers to provide a staff report. Mr. Chambers reported there is a burn ban in affect across the State. He stated the only allowable open burning is for cooking and warming and must be contained. He stated that burn permits are still required. He stated there have been multiple reports of people violating the open burn suspension, and he asked everyone to be safe and not to burn until it is safe to do so.

Mayor Matherly asked Chief of Staff Mike Meeks to provide a staff report on the reopening of City Hall. Mr. Meeks reported that department heads have been asked to create a departmental plan for reopening. He reported windows and counters have been fitted with plexiglass to serve as a barrier and that masks and social distancing procedures are part of the plan. He stated the Mayor may decide on a return to work date as early as Friday, and there are multiple exemptions for returning to work, and safety is being taken seriously.

Mayor Matherly stated he has spoken with Building Official Clem Clooten who posted a notice at the Front Street property referenced earlier by Mr. Durrett, but the owner has not responded to the notice yet. **Mayor Matherly** stated Mr. Clooten has also noticed a property on South Cushman, so problem properties are being addressed. He offered his condolences to the family of former Lieutenant Governor Bryon Mallott who recently and unexpectedly passed away.

COUNCIL MEMBERS' COMMENTS

Mr. Pruhs encouraged Mr. Durrett to look at the Borough property database online to find out if the taxes are current for the property. **Mr. Pruhs** provided his phone number and offered to assist Mr. Durrett if he would like.

Mr. Cleworth stated if the utilities have been turned off at the Front Street property it triggers City's Abatement Code. He stated that if there is hazardous material on the property, Public Works should look into it.

Mr. Gibson thanked Mr. Durrett for bringing the property issue to the Council.

Ms. Kun thanked Mr. van den Berg for the information he brought to the meeting.

Ms. Rogers thanked both gentlemen for testifying and stated she hopes they can help with the circumstances. **Ms. Rogers** thanked Mr. van den Berg for the information he brought forward regarding the Parking Authority and the for the renewed interest that has been brought to the issue.

Ms. Therrien stated the comments by Mr. Durrett illustrate that work needs to be done to take care of nuisance properties. She thanked both gentlemen for attending.

Mayor Matherly stressed the current danger of the Chena River at high levels and advised everyone to use extreme caution.

UNFINISHED BUSINESS

- a) Ordinance No. 6130 – An Ordinance Amending FGC Sec. 2-201 Regarding the Fairbanks Parking Authority. Introduced by Council Member Cleworth. SECOND READING AND PUBLIC HEARING.

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to ADOPT Ordinance No. 6130.

David van den Berg – Mr. van den Berg referenced an email he recently sent to the Council, and he asked for the ordinance to be postponed due to a lack of urgency. He stated he is concerned about some of the ordinance language, and he listed several instances where he believed changes or additions should be made. He stated that on-street parking enforcement is an important City service, and he does not believe it makes sense to say the City cannot spend money on that service.

Tim Staton, 541 2nd Avenue, Fairbanks – Mr. Staton stated he is the President of the Golden Heart Parking Service (GHPS) Board of Directors. He clarified some of the issues Mr. van den Berg spoke about, and he read portion of one of Mr. van den Berg’s letters. He stated that the DTA has not responded to the GHPS Board’s invitation to hold a joint meeting to address issues. Mr. Staton read a portion of the GHPS Board minutes from their last meeting which stated that Mr. van den Berg’s behavior and comments were so out of control that he was asked to leave. Mr. Staton stated he considered writing a letter to the DTA.

Ms. Therrien asked Mr. Staton if he would attend a Council Work Session on the issue. Mr. Staton stated he would, and he would like the whole GHPS Board to attend.

Jodi Blakely, 2000 Patricia Court, Fairbanks – Ms. Blakely stated she is the Vice President of the GHPS Board. She thanked the staff at the parking garage and stated they have done a great job. She thanked Mr. Cleworth and Mr. Jacobson for providing a historical timeline for the organization and for showing how well it works.

Kristie Dickerson, Fairbanks – Ms. Dickerson stated has been a member of the GHPS Board for a couple years, and she acknowledged the contention between Board and the DTA. She stated that since she began serving, there has been one joint meeting with the DTA, but she does not feel that much was resolved. She expressed hope for clarity and understanding in future discussions where everyone can be heard, and problems can be resolved.

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

Mr. Cleworth thanked everyone for attending and for the work that went into drafting the ordinance. He stated he has been surprised that the ordinance has been so contentious, and he thought of it as a basic housekeeping ordinance. He read from the original Fairbanks Parking Authority ordinance in 1988 where it stated the Council’s intent for the Parking Authority to be a self-supporting enterprise. He stated that it was only a City Commission at that time, not a non-profit organization. **Mr. Cleworth** stated the Fairbanks Police Department (FPD) did not want to

deal with parking enforcement in the downtown area and were happy to give that responsibility away. He spoke to the history of the Parking Authority and its relationship with the DTA. He agreed with Ms. Blakely, that the organization is in the best shape it has been in years. He stated the relationship with the City is good, and he is frustrated that the ordinance has become such a hot button issue. **Mr. Cleworth** encouraged the Council to adopt Ordinance No. 6130 and stated that it can be amended later if need be.

Mr. Gibson thanked everyone for coming to testify and share opinions on the issues. He stated that this is an issue that could need more discussion.

Ms. Kun echoed Mr. Gibson's comments and stated everyone should work together to resolve issues.

Ms. Rogers stated it was difficult to hear the testimony because it was so charged with contention; she stated another work session on the issue may be needed. She agreed with Ms. Dickerson that people need to be clear and unemotional when working together on issues. **Ms. Rogers** stated she is ready to vote to adopt the ordinance, but it may be an issue that work continues on. She stated the reason for bringing the ordinance forward was logical, but she would work to keep parking issues in the forefront.

Ms. Therrien, seconded by **Ms. Rogers**, moved to POSTPONE Ordinance No. 6130 to the August 10, 2020 meeting so a Council Work Session could be held with the DTA and the GHPS Board.

Ms. Therrien stated she would support a work session and shared her concern with the name-calling and the negativity that was aired between the two organizations. She stated she would like to see the Council help the two entities work together.

Mr. Pruhs stated the Parking Authority is a wonderful organization with a great Board of Directors and employees. He stated he has received parking citations, and he has paid for them. He stated the organization is run better now than it has been in years past, and he agrees with Mr. Cleworth that the Council should pass the ordinance presently.

Mr. Cleworth stated he is puzzled by the motion to postpone the ordinance for three months.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6130 TO THE AUGUST 10, 2020 MEETING SO A COUNCIL WORK SESSION COULD BE HELD WITH THE DTA AND THE GHPS BOARD AS FOLLOWS:

YEAS: Rogers, Kun, Therrien
NAYS: Cleworth, Pruhs, Gibson, Matherly
Mayor Matherly declared the motion FAILED.

Mr. Cleworth stated the City does not want to get into the subsidy business, and he asked Public Works Director Jacobson and City Engineer Pristash to come forward to speak.

Mr. Jacobson stated he has been the Director of Public Works since 2016. He stated what started as a challenging relationship with the Parking Authority has become a very cooperative one.

Mr. Pristash stated he is the newest member of the GHPS Board, and he serves as a technical advisor. He stated that citations are often reduced in the appeals process.

Ms. Rogers stated she voted to postpone the ordinance because she wants to encourage discussion and communication. She stated she would be sure to address the other issues in the future.

Ms. Therrien stated she will support the ordinance, and she would like to see a better working relationship moving forward.

Mr. Cleworth thanked GHPS Board and staff of the Parking Authority for the work that they do. He encouraged working together in the future.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6130 AS FOLLOWS:

YEAS: Kun, Gibson, Therrien, Pruhs, Cleworth, Rogers

NAYS: None

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6130 ADOPTED.

DISCUSSION ITEMS

a) Committee Reports

Polaris Building Work Group – **Mr. Pruhs** stated the group has been meeting with various government entities in search of funding for demolition and discussing ideas on what the space could be used for. He stated it is a slow-moving process, but work continues.

Legislative Information Group – **Ms. Therrien** announced that the legislature approved distribution of the CARES Act funding.

COUNCIL MEMBERS' COMMENTS

Mr. Gibson thanked Mr. Jacobson for the prompt response to recent graffiti complaints.

Mr. Cleworth reminded everyone that there is an early morning meeting the following morning. He spoke of the late Karen Lavery and all she did for Downtown Fairbanks and the community. He asked Council Members to consider naming the Downtown Transportation Center the Lavery Transportation Center.

Mr. Pruhs stated he gave honor to the mothers who serve on the Council and thanked them for being good mothers.

Ms. Therrien wished everyone a happy Mother's Day.

Ms. Rogers thanked Ms. Therrien for bringing the importance of the nuisance property ordinance back to the forefront. She thanked Mr. Cleworth for his comments about Karen Lavery, and she spoke well of Ms. Lavery.

Ms. Kun gave a land acknowledgement and reminded everyone to be safe when they are near the river. She thanked Mr. Pruhs for the Polaris Building update and wished everyone a happy Mother's Day.

Mr. Gibson, seconded by **Mr. Pruhs**, moved to ENTER Executive Session for the purpose of discussing IBEW/FMATS Arbitration – Settlement Negotiations.

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

Mayor Matherly called for a brief recess.

EXECUTIVE SESSION

a) IBEW/FMATS Arbitration – Settlement Negotiations

The City Council met in Executive Session to discuss IBEW/FMATS Arbitration – Settlement Negotiations. Direction was given to legal counsel, and no action was taken.

ADJOURNMENT

Mr. Pruhs, seconded by **Mr. Cleworth**, moved to ADJOURN the meeting.

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

Mayor Matherly declared the meeting adjourned at 9:00 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: EB



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, MAY 18, 2020
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (telephonically) and with the following Council Members in attendance:

Council Members Present: Shoshana Kun, Seat A (telephonic)
June Rogers, Seat B (telephonic)
Valerie Therrien, Seat C (telephonic)
Aaron Gibson, Seat D
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: None

Also Present: Margarita Bell, Chief Financial Officer (telephonic)
Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Mike Meeks, Chief of Staff
Angela Foster-Snow, HR Director (telephonic)
Nancy Reeder, Police Chief
Tod Chambers, Acting Fire Chief (telephonic)

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

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly asked everyone to join him in the Pledge of Allegiance.

CEREMONIAL MATTERS

Mayor Matherly asked Police Chief Reeder to come forward to recognize Officer Phil James for his years of service to the Fairbanks community. Chief Reeder spoke of Ofc. James' history with the Fairbanks Police Department (FPD) and to his accomplishments throughout his career. She spoke of his efforts with the D.A.R.E. program and of his service to the youth in the community. She thanked Officer James for his service to the City of Fairbanks and wished him well in his retirement. She presented Ofc. James with a City of Fairbanks retirement gold pan.

Ofc. James thanked everyone for being a pleasure to work with and shared that he loved working at FPD over his 25-year career.

Mayor Matherly stated Officer James is well-respected and highly regarded by the community and by his coworkers.

Mr. Cleworth thanked Ofc. James for his service and congratulated him for the professionalism he carried with him throughout his career.

Mr. Pruhs thanked Ofc. James for his service and for setting a great standard for policing.

Mr. Gibson shared a little-known fact that Ofc. James gave him his first traffic citation when he was 16 years old.

Ms. Kun thanked Ofc. James for the smiles he has brought to the citizens of Fairbanks.

Ms. Rogers stated Ofc. James is a role model and an excellent example of community policing. She shared that he would be missed.

Ms. Therrien wished Ofc. James well in his travels and thanked him for his 25 years of service to the community.

Chief Reeder introduced lateral hire officers Brett Welborn, Cameron Glodowski and James Kuplak, and she administered their oaths of office.

Mayor Matherly welcomed the new police officers to the City.

Mr. Cleworth welcomed the officers and expressed hope that they have careers like Ofc. James.

Mr. Pruhs congratulated Chief Reeder on hiring the lateral officers.

Mr. Gibson congratulate Chief Reeder on hiring officers who are choosing to make Fairbanks their home.

Ms. Kun thanked the Chief for bringing lateral hires to FPD and welcomed the new officers.

Ms. Rogers welcomed the officers to their new department and thanked Chief Reeder for building a strong team that will be enhanced by lateral hire officers.

Ms. Therrien welcomed the officers and shared her hope that they will work for the City as long as Ofc. James did.

Acting Fire Chief Chambers recognized Sean White's 27 years of service to the City and wished him luck in retirement. Acting Chief Chambers spoke about Mr. White's career and of his accomplishments dating back to 1993 when he joined the Fairbanks Fire Department (FFD).

Mr. Cleworth wished Mr. White well in whatever he chooses to pursue in retirement.

Mr. Pruhs thanked Mr. White for his years of service and wished him well in the future.

Mr. Gibson echoed Mr. Cleworth's and Mr. Pruhs' sentiments.

Ms. Kun thanked Mr. White for his service to the community.

Ms. Rogers thanked Mr. White for his service and congratulated him for earning retirement after 27 years.

Ms. Therrien thanked Mr. White for his 27-year career at the City of Fairbanks.

CITIZENS' COMMENTS

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger stated he is happy to see Council Chambers open to the public again. He stated he heard that the City will be receiving approximately \$15 million for health and social services, and he suggested that the City use some of the funds to build a public restroom for tourists and locals. He questioned who would be receiving the funds. He suggested that City employees take a 10% reduction in pay to help the economy. He spoke briefly about the Polaris Building and Explore Fairbanks' involvement in that work group. He stated that with millions of dollars floating around, there are going to be a lot of thumbs trying to get in the pie.

Hearing no more requests for comment, **Mayor Matherly** declared Citizens' Comments closed.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to APPROVE the Agenda and Consent Agenda.

Mr. Gibson, seconded by **Ms. Kun**, moved to AMEND the Agenda by adding Hand-carried Resolution No. 4914 and Resolution No. 4915.

Mr. Cleworth, seconded by **Mr. Gibson**, moved to DIVIDE THE QUESTION.

Mayor Matherly called for objection on the motion to DIVIDE THE QUESTION and, hearing none, so ORDERED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA BY ADDING HAND-CARRIED RESOLUTION NO. 4914 AS FOLLOWS:

YEAS: Gibson, Cleworth, Rogers, Kun, Therrien, Pruhs
NAYS: None

Mayor Matherly declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA BY ADDING HAND-CARRIED RESOLUTION NO. 4915 AS FOLLOWS:

YEAS: Rogers, Gibson, Therrien, Pruhs, Kun
NAYS: Cleworth

Mayor Matherly declared the MOTION CARRIED.

Mayor Matherly called for objection to the APPROVAL of the Agenda, as Amended, and, hearing none, so ORDERED.

City Clerk Snider read the Consent Agenda into the record.

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of April 27, 2020

APPROVED on the CONSENT AGENDA.

MAYOR'S COMMENTS AND REPORT

- a) Special Reports

Scott McCrea, 2965 Westgate Way, Fairbanks – Mr. McCrea reported on behalf of Explore Fairbanks and spoke about the dramatic changes in the tourism industry. He stated they continue to reach out to tour destinations, but it is all completely digital because they cannot travel. He stated Explore Fairbanks has laid off employees, and all remaining employees took pay cuts. He stated they have launched an online site that will promote Fairbanks as a travel destination at any time of the year. He thanked the City Council for their support of destination marketing.

Mayor Matherly stated the prior week was the Police Memorial Ceremony, and he thanked Communications Director Teal Soden for putting together a lovely digital presentation since the event could not take place in person because of COVID-19. **Mayor Matherly** stated they released a public safety alert about the dangerous conditions of the Chena River, and he encouraged the public to stay off the river. **Mayor Matherly** stated that over the next three weeks, he plans to reopen City Hall; he stated he would keep the Council updated.

- 1) 2019 Auditor's Report by Garry Hutchison

Garry Hutchison, Kohler, Schmitt & Hutchison PC, Fairbanks – Mr. Hutchison stated he is attending to present the Council with the results of his audit and encouraged everyone to ask questions. He thanked CFO Margarita Bell for all of the work she did in getting his firm the required information in a clear and concise manner. He stated the primary objective of the audit process is to look for errors, violations of law, and fraudulent reporting of accounting. Mr. Hutchison stated there were no issues with the audit of the City's finances. He stated the use of data analytic software has helped in tracking transactions and that the City is in a strong financial position. He continued by providing a thorough presentation of the 2019 auditor's report. He spoke about the different investments and funds that the City has. He and the Council discussed the Public Employees Retirement System (PERS) liability.

NEW BUSINESS

- a) Resolution No. 4911 – A Resolution Authorizing the City of Fairbanks to Apply for and Accept Funds from the Alaska Division of Homeland Security for the FFY2020 Emergency Management Performant Grant. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4912 – A Resolution Authorizing the City of Fairbanks to Apply for and Accept Funds from the United States Department of Justice for the FFY2020 Bulletproof Vest Partnership Grant. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4913 – A Resolution Extending for a Third Time the Mayor's Declaration of a Disaster Emergency, Extending the Temporary Provisions of Ordinance No. 6126 Regarding Telephonic Participation of Council Members and Conduct of Council Meetings, and Extending the Mayor's Authority Regarding the Use of City Equipment and Personnel Outside City Limits. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- d) Resolution No. 4914 (Hand-Carried) – A Resolution Authorizing the City of Fairbanks to Accept Coronavirus Relief Funds. Introduced by Mayor Matherly.

Ms. Rogers, seconded by **Ms. Therrien**, moved to APPROVE Resolution No. 4914.

Victor Buberger – Mr. Buberger expressed concern about the oversight of the Coronavirus Relief funds, and he asked if a new person would have to be hired for the job. He suggested the City pay citizens' property taxes with the money. He again shared his concern that the "good ole boys and gals" may benefit from the funds.

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

Mayor Matherly explained that the resolution is only to authorize the City to receive the funds.

City Clerk Snider advised the Mayor that she just received an email from Fairbanks North Star Borough (FNSB) Mayor Bryce Ward in regard to the resolution. She asked whether she should read the letter into the record, and **Mayor Matherly** told her to proceed. Clerk Snider read the letter into the record. The letter encouraged the City Council to work collaboratively with the FNSB and the City of North Pole in distributing the CARES Act Funding to the community.

Ms. Kun stated she would support the resolution.

Ms. Rogers stated she would support the resolution, thanked Mayor Ward for the letter, and spoke in support of working together.

Mr. Gibson stated he would support the resolution.

Mr. Cleworth stated he believes Mayor Ward's letter is asking for a unified plan versus the City doing its own oversight of the relief funds allocated to the City. He stated the resolution before the Council authorizes the City to move forward independently, and he asked for a staff report

from CFO Bell. Ms. Bell stated Mr. Cleworth's understanding of the resolution is correct. She stated the City is proposing to use some of the funds to recover allowable expenditures and to work with local financial institutions and organizations to provide grants to local businesses and individuals. **Mr. Cleworth** stated he wants to ensure that the City will oversee the funds.

Mayor Matherly confirmed that the City will oversee the funds. Chief of Staff Mike Meeks stated the administration has been in contact with the Borough. He stated the City has offered to share information with the Borough regarding the RFP process and the City's plans for distribution. He stated the City is willing to coordinate with the other local governments.

Ms. Rogers stated the level of participation Mr. Meeks spoke about is what she had envisioned.

Mr. Cleworth thanked City staff for all the work they have done.

Ms. Therrien asked about individuals applying for the funds. Mr. Meeks stated the committee would be discussing fund allocation, and he indicated individuals would be a part of allocations.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4914 AS FOLLOWS:

YEAS: Kun, Gibson, Therrien, Pruhs, Cleworth, Rogers

NAYS: None

Mayor Matherly declared the MOTION CARRIED and Resolution No. 4914 APPROVED.

- e) Resolution No. 4915 (Hand-Carried) – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FY2019 Staffing for Adequate Fire and Emergency Response Grant Program. Introduced by Mayor Matherly.

Ms. Therrien, seconded by **Ms. Rogers**, moved to APPROVE Ordinance No 4915.

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

Ms. Kun stated she would support the resolution.

Ms. Rogers stated she is supportive of the direction of the resolution, but she would like to hear from Acting Fire Chief Tod Chambers. Mr. Chambers stated they are trying to fill positions with quality people, and the SAFER grant has been modified to fund positions at 100%. He stated they are having a hard time maintaining staff, and the situation is becoming critical and needs to be addressed. He stated the grant would allow for people to become fully trained, and it is a solution to a problem. He stated it will benefit the City.

Ms. Therrien asked Mr. Chambers if there would be no cost to the City for the next three years. Mr. Chambers replied that all the costs are funded 100% by the grant, which is unique because typically the grant contribution decreases over the life of the grant. **Ms. Therrien** shared her hope that Mr. Cleworth would support the resolution since it would be at no cost to the City.

Mr. Pruhs asked Mr. Chambers for a reporting of his staff. Mr. Chambers stated he has 14 staff on one shift and 13 staff on the other two shifts. **Mr. Pruhs** asked what the staffing level would be if the City got the grant. Mr. Chambers stated with the upcoming retirement of Sean White, they would be staffed at 39.

Mr. Pruhs asked CFO Bell whether the Fire Department would have to increase its staffing level from 43 to 46 if the City received the grant. Ms. Bell stated staffing would have to increase to 46. She explained that SAFER grant employees have to be retained for the life of the grant, including the four current SAFER grant positions at the Fire Department. She stated there would be a two-year overlap of the current and new SAFER grant positions if the City received the new SAFER grant.

Mr. Gibson asked Ms. Bell if the cost of over \$400,000 a year for two years to retain the four current grant-funded positions would be covered by the City or by the SAFER grant. Ms. Bell stated that as soon as the grant funding runs out, that cost will be on the City for the two remaining years to retain those employees. **Mr. Gibson** stated it would be more accurate to say that the grant has an associated cost and is not free money. Ms. Bell explained that it will have a cost because the City would have to retain both sets of SAFER grant positions for the duration of the grant.

Mr. Cleworth stated it is not actually a grant, but rather a bill. He acknowledged that it is a better program than past SAFER grants, but it is still not free. He stated it is better to let the old SAFER grant expire before accepting another, because it is a \$812,000 bill. He stated there can be no layoffs during the life of the grant, and it may unfairly impact the other departments in the City. **Mr. Cleworth** stated the SAFER grant guarantees Fire Department positions at budget season when other departments may be struggling to make ends meet. He stated the Fire Department is staffed accordingly per the population. He stated that while four businesses in the downtown core have gone out of business in the past few months and Explore Fairbanks is laying off employees, the City is talking about adding three more positions. He stated they have to take care of the existing employees, and it would not be good stewardship to accept the funds.

Mayor Matherly stated businesses have closed, but ambulance calls have continued to increase. He stated the three-paramedic positions in the grant would be 100% funded, and the City is in desperate need of paramedics.

Mr. Pruhs expressed his disappointment in the rush to a resolution and indicated that there has not been enough information presented. He stated he would not be voting in favor of the resolution. He stated the SAFER grant comes out every year, so the Council should let the current one expire before pursuing another. He stated he foresees huge losses as a result of the Coronavirus, and the cost of the grant is over \$800,000.

Mr. Meeks stated that the Administration had been talking with Senator Murkowski's office about SAFER grants, and they made some suggested changes. He stated that Murkowski's office came up with this program, but the City was not notified until May 15 of the new grant opportunity. He indicated that time is of the essence because the grant application deadline is May 27. Mr. Chambers stated there was no intention to apply for the original SAFER grant until

the modified version came out. Mr. Meeks stated the Administration was not trying to pull a fast one, and up until earlier that morning they thought they could get three new positions at no cost. He stated there was no intent to pull the wool over anyone's eyes; the opportunity just came late. He asked the Council whether they wish to maintain the same level of service with the call volume continuing to increase.

Mr. Gibson asked whether the City could reduce the staffing numbers at the Fire Department from 43 to 39 when the current SAFER grant expires, then apply for a new SAFER grant. Mr. Chambers stated that will rely heavily on negotiations.

Ms. Therrien, seconded by **Ms. Rogers**, moved to POSTPONE Resolution No. 4915 to a Special Council Meeting to be held on or before May 27.

Mayor Matherly asked Ms. Therrien her reasoning behind postponement. **Ms. Therrien** stated she feels that the resolution will not pass unanimously, which is required for a hand-carry. She stated that holding a Special Meeting would allow the Council more time to look at the information, and she believes there would be four votes to pass the resolution.

Mayor Matherly asked Clerk Snider whether the resolution would still require a unanimous vote if postponed. Clerk Snider stated that it would require only a majority vote if postponed because proper public notice could be given; City Attorney Ewers concurred.

Clerk Snider asked for clarification on the postponement date since the grant application is due by May 27. Council Members discussed the postponement date, and Ms. Therrien stated she would be fine holding the special meeting sometime prior to the grant application deadline so long as there was enough time to turn the grant application in. **Mr. Gibson** stated that he is unable to commit to a meeting.

Mr. Pruhs stated that proper preparation prevents pitiful performance, and he is witnessing a pitiful performance.

Ms. Snider stated a date must be set in order to postpone the resolution. **Mayor Matherly** asked whether 3:00 p.m. on May 26 is an acceptable time for everyone.

Mr. Pruhs stated that the Mayor is taking people's schedules down and trying to do something that is nefarious at best. He questioned whether the Mayor is sure he would like to continue. **Mayor Matherly** advised Mr. Pruhs to be calm and to not call his staff pathetic and nefarious.

Ms. Therrien stated she would like to set the date and time for the special meeting as May 26 at 7 a.m., and no members objected to that specification in the motion.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE RESOLUTION NO. 4915 TO A SPECIAL MEETING TO BE HELD ON MAY 26 AT 7 A.M. AS FOLLOWS:

YEAS: Therrien, Kun, Rogers
NAYS: Pruhs, Cleworth, Gibson, Matherly
Mayor Matherly declared the MOTION FAILED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4915 AS FOLLOWS:

YEAS: Rogers, Kun, Therrien
NAYS: Cleworth, Pruhs, Gibson
Mayor Matherly declared the MOTION FAILED.

DISCUSSION ITEMS

a) Committee Reports

Polaris Building Work Group – **Mr. Pruhs** stated the group will hold a teleconference to discuss funding ideas for knocking down the Polaris Building, and he asked if Grants Administrator Carrie Peterson could be on the call. He stated the conversation is only about demolition, and conversations about rebuilding need to start.

Explore Fairbanks Board of Directors – **Ms. Kun** stated the Explore Fairbanks Board met but that Mr. McCrea gave a thorough update earlier, and she had nothing more to report.

WRITTEN COMMUNICATIONS TO COUNCIL

a) Reappointment to the Board of Plumber Examiners

APPROVED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS

Ms. Kun gave a land acknowledgement and stated that she is happy to see road construction projects starting back up.

Ms. Rogers thanked Explore Fairbanks for their updates to the Council, for their continued resiliency in their approach, and for being a longstanding, strong entity. She thanked Mr. Hutchison and Ms. Bell for the information they provided in the audit presentation.

Ms. Therrien shared her frustration that the SAFER grant did not get approved because it would have been a free million dollars to fund paramedics. She wished everyone a safe and happy Memorial Day.

Mr. Gibson thanked the Council for passing Resolution No. 4914 and expressed appreciation for the forward thinking. He thanked Mayor Ward for weighing in and the Clerk for reading his comments into the record.

Mr. Cleworth stated the Borough is considering adding a new Board of Appeals for Planning Commission decisions. He stated the Council used to serve as the appeals board for issues inside City limits, but now the Borough Assembly will not even hear the appeals. He stated he believes the issue has been postponed, but perhaps the Council should take a better look at the issue. **Mr.**

Cleworth stated that SAFER grants in the past have resulted with an additional permanent employees. He stated every department needs more and that all the growth has been only at the Fire Department. He stated it is bad practice to grow only one department, and there are union contracts that still need to be funded. He thanked Ms. Bell for her attention to detail in her work and commended the Finance Department for continuing to receive awards.

Mr. Pruhs thanked Ofc. James for his years of service and thanked Chief Reeder for hiring three lateral hires. He commended Ms. Bell for her work.

Mr. Gibson, seconded by **Mr. Pruhs**, moved to ENTER Executive Session for the purpose of discussing Potential PFAS/PFOA Litigation – Tolling Agreement with FNSB.

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

Mayor Matherly called for a brief recess. The Council reconvened in Executive Session following the brief recess.

EXECUTIVE SESSION

a) Potential PFAS/PFOA Litigation – Tolling Agreement with FNSB

The City Council met in Executive Session to discuss Potential PFAS/PFOA Litigation – Tolling Agreement with FNSB. Direction was given to legal counsel, and no action was taken.

ADJOURNMENT

Mr. Gibson, seconded by **Mr. Cleworth**, moved to ADJOURN the meeting.

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

Mayor Matherly declared the meeting adjourned at 9:07 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: EB



FAIRBANKS CITY COUNCIL
SPECIAL MEETING MINUTES, MAY 26, 2020
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 5:30 p.m. on the above date to conduct a Special 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: Shoshana Kun, Seat A (arrived at 5:37 p.m.)
June Rogers, Seat B (telephonic)
Valerie Therrien, Seat C

Absent: Aaron Gibson, Seat D
Jerry Cleworth, Seat E
David Pruhs, Seat F

Also Present: Margarita Bell, Chief Financial Officer
Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Mike Meeks, Chief of Staff
Kristi Merideth, FECC Manager (telephonic)
Angela Foster-Snow, HR Director (telephonic)
Tod Chambers, Acting Fire Chief

Mayor Matherly called the meeting to order at 5:30 p.m. and stated there was not a quorum present to conduct business. **Ms. Therrien** requested that the Clerk try to contact absent Council Members in an effort to obtain a quorum. **Mayor Matherly** directed Clerk Snider to do so.

Clerk Snider was able to reach Ms. Kun who stated she was on her way to the meeting. Clerk Snider attempted to contact Mr. Gibson and Mr. Cleworth but was unsuccessful. Clerk Snider stated that Mr. Pruhs had let her know in advance of the meeting that he would be unable to attend due to a scheduling conflict.

NEW BUSINESS

- a) Resolution No. 4916 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security for the FY2019 Staffing for Adequate Fire and Emergency Response Grant Program. Introduced by Mayor Matherly.

This item was not addressed since no quorum was present.

ADJOURNMENT

Mayor Matherly asked for a motion to adjourn since the Council was not able to reach a quorum.

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

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

Mayor Matherly declared the meeting adjourned at 5:37 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: DS



FAIRBANKS CITY COUNCIL
SPECIAL MEETING MINUTES, JUNE 9, 2020
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 8:15 a.m. on the above date to conduct a Special 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
Aaron Gibson, Seat D (telephonic)
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: Shoshana Kun, Seat A

Also Present: Margarita Bell, Chief Financial Officer
Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Mike Meeks, Chief of Staff
Tod Chambers, Acting Fire Chief
Jeff Jacobson, Public Works Director
Clem Clooten, Building Official

NEW BUSINESS

Resolution No. 4917 – A Resolution Fixing the Rate of Tax Levy for Municipal Purposes for the 2020 Real Property Tax of the City of Fairbanks, Alaska. Introduced by Mayor Matherly.

Mr. Pruhs, seconded by **Ms. Rogers**, moved to APPROVE Resolution No. 4917.

Mayor Matherly called for public comment and, hearing none, declared comments closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4917 AS FOLLOWS:

YEAS: Rogers, Therrien, Cleworth, Pruhs, Gibson
NAYS: None
ABSENT: Kun

Mayor Matherly declared the MOTION CARRIED and Resolution No. 4917 APPROVED.

ADJOURNMENT

Mr. Pruhs, seconded by **Mr. Gibson**, moved to ADJOURN the meeting.

Hearing no objection, **Mayor Matherly** declared the meeting
ADJOURNED at 8:17 a.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK


Transcribed by: DS

MEMORANDUM

City of Fairbanks Clerk’s Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Application for Liquor License Transfer – Ownership, Location, DBA, & RDP

DATE: June 10, 2020

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for transfer of ownership, location, and name change and Restaurant Designation Permit for the following liquor license owner:

License Type: Restaurant/Eating Place, License #4772
 DBA: **Chicken & Beer**
 Licensee/Applicant: Two Star, LLC
 Physical Location: 1454 S. Cushman Street, Fairbanks AK

Corp/LLC Agent:	Address	Phone	Date/State of Incorporation	Good standing?
Two Star, LLC Han Choe	929 E. 81st Avenue, Ste. 108 Anchorage, AK 99518	907-344-0025	11/27/2019 Alaska	Yes

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	Address	Phone	Title/Shares (%)
John Lee	21107 37th Court S. Seattle, WA 98198	929-240-1619	100%

If **transfer** application, current license information:

Current D.B.A.: Ajimi
 Current Licensee: J&BY, Inc.
 Current Location: 550 Third Street

Pursuant to FCG Sec. 14-178, the Council must determine whether to protest the liquor license action after holding a public hearing.

FGC Section 14-168 (New Locations) requires advertising in the newspaper and mailing notice of the date, time and place of public hearing to all owners of record of land within 500 feet of the place where alcoholic beverages will be sold. The City Clerk has complied with this provision.

The Fairbanks Police Department has reported no calls to the new location within the past year. The Building and Fire Departments are recommending protest to the transfer of license until such time that a Certificate of Occupancy is issued. There are no other departmental objections.



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

ALCOHOL BEVERAGE CONTROL BOARD LIQUOR LICENSE RESPONSE FORM

- TO: Finance Department
 Fire Department
 Police Department
 Building Department

DATE: 05/01/2020

FROM: City Clerk's Office

RE: Liquor License Action-Transfer of Ownership, Location, and Name Change and RDP

Date Notice Received at Clerks Office: 04/30/2020 - 60 DAY DUE DATE 06/29/2020

DATE RESPONSE DUE: **06/09/2020** for City Council Meeting of 06/15/2020

License #: 4772
 License Type: Restaurant/Eating Place
 D.B.A.: Chicken & Beer
 Licensee/Applicant: Two Star, LLC
 Physical Location: 1454 S. Cushman Street
 Mailing Address: 1448 Cushman Street, Fairbanks, AK 99701
 Telephone #: 929-240-1619

Corp/LLC Agent:	Address	Phone	Date/State of Ltd Partner/Corp	Good standing?
Two Star, LLC Han Choe	929 E. 81st Avenue, Ste. 108 Anchorage, AK 99518	907-344-0025	11/27/2019 - AK	Yes

Please note: Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	Address	Phone	Title/Shares (%)
John Lee	21107 37th Court S. Seattle, WA 98198	929-240-1619	100%

Transfer from: J&BY, Inc. / Ajimi / 550 Third Street, Fairbanks

ADDITIONAL COMMENTS: Restaurant Designation Permit application is also included.

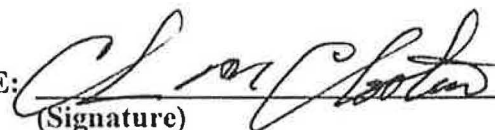
NO PROTEST:

PROTEST

COMMENTS

REASONS: UNTIL CERTIFICATE OF OCCUPANCY IS ISSUED

DEPARTMENT SIGNEE:


(Signature)

CLEMENS M. CLOUTEN
(Printed Name)



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

ALCOHOL BEVERAGE CONTROL BOARD LIQUOR LICENSE RESPONSE FORM

TO: Finance Department
 Fire Department
 Police Department
 Building Department

DATE: 05/01/2020

FROM: City Clerk's Office

RE: Liquor License Action-Transfer of Ownership, Location, and Name Change and RDP

Date Notice Received at Clerks Office: 04/30/2020 - 60 DAY DUE DATE 06/29/2020

DATE RESPONSE DUE: **06/09/2020** for City Council Meeting of 06/15/2020

License #: 4772
License Type: Restaurant/Eating Place
D.B.A.: **Chicken & Beer**
Licensee/Applicant: Two Star, LLC
Physical Location: 1454 S. Cushman Street
Mailing Address: 1448 Cushman Street, Fairbanks, AK 99701
Telephone #: 929-240-1619

Corp/LLC Agent:	Address	Phone	Date/State of Ltd Partner/Corp	Good standing?
Two Star, LLC Han Choe	929 E. 81st Avenue, Ste. 108 Anchorage, AK 99518	907-344-0025	11/27/2019 – AK	Yes

Please note: Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	Address	Phone	Title/Shares (%)
John Lee	21107 37th Court S. Seattle, WA 98198	929-240-1619	100%

Transfer from: J&BY, Inc. / Ajimi / 550 Third Street, Fairbanks

ADDITIONAL COMMENTS: Restaurant Designation Permit application is also included.

NO PROTEST:

PROTEST

COMMENTS

REASONS: Renovations incomplete

DEPARTMENT SIGNEE: _____

(Signature)

1. Tod Chambers
(Printed Name)

RESOLUTION NO. 4918

**A RESOLUTION TO HONOR KAREN K. LAVERY BY RENAMING THE
FAIRBANKS TRANSPORTATION CENTER THE LAVERY
TRANSPORTATION CENTER**

WHEREAS, Karen K. Lavery was born on April 20, 1936 to R. K. and Mildred Lavery at St. Joseph's Hospital in Fairbanks, Alaska; and

WHEREAS, Karen's grandfather, Robert Lavery, brought the first load of medicine to Fairbanks and later opened a grocery store in 1905 called House of Quality Lavery and Baily Grocery; and

WHEREAS, Karen grew up in downtown Fairbanks before attending college, getting married, and raising two children outside Alaska; she returned to Fairbanks in 1974; and

WHEREAS, during the pipeline years, Karen made it her life mission to ensure downtown Fairbanks was lively, vibrant, and tourist-friendly; and

WHEREAS, Karen established the Downtown Association Fairbanks in 1979 with the goal to revitalize the Fairbanks core economy, and she served as the Executive Director for over 30 years; and

WHEREAS, the Downtown Association Fairbanks, under Karen's watch, was an integral part in:

- Refurbishing the Co-op building, converting it into retail and office space;
- Refurbishing the Fairbanks Community Museum in Historic City Hall;
- Creating the Summer and Winter Solstice Celebrations;
- Joining with the national Main Street organization;
- Helping to bring the Marriott Hotel to Fairbanks;
- The Bridge of Flags;
- Historical research and maintenance of Clay Street Cemetery;
- Working with the City on the Utilidor project;
- Assisting with the Community Health Center;
- The assistance program for troubled youth to help revamp the downtown image, including painting of buildings, planting of gardens, and adding planters; and

WHEREAS, Karen was well aware that parking is a key component of every downtown and assembled a working group of concerned citizens and City staff to help design, fund, and construct a new parking facility; and

WHEREAS, after clearing incredible obstacles, the Fairbanks Transportation Center was completed in 2002 and has served as an important anchor in the core of Fairbanks; and

WHEREAS, Karen was a passionate leader who saw the good in all people, and her commitment to the heart of Fairbanks is unprecedented.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council that the Fairbanks Transportation Center be renamed the Lavery Transportation Center in honor of Karen K. Lavery and the incredible work she did during her lifetime for the citizens of Fairbanks.

PASSED and **APPROVED** this 15th day of June 2020.

Jim Matherly, City Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

RESOLUTION NO. 4919

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS
TO DISTRIBUTE CARES ACT FUNDS**

WHEREAS, the City of Fairbanks approved Resolution No. 4914 accepting funds from the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, that had been allocated to the City through the Federal CARES Act; and

WHEREAS, the City of Fairbanks was awarded Coronavirus Relief Funds in the amount of \$16,005,137.24 for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the City of Fairbanks established a committee that made the following recommendations for allocation of the funds: \$1,005,137.24 for direct expenses and administration costs, \$5,250,000 for medical facilities, \$5,250,000 for businesses, and \$4,500,000 for individuals/families; and

WHEREAS, the committee also issued a Request for Proposals (RFP) from interested financial institutions and other organizations to provide grant administration services for the CARES Act funds allocated to the City; and

WHEREAS, the City of Fairbanks will address the needs of local businesses and individuals/families by providing grants of up to \$100,000 for businesses and up to \$5,000 for individuals/families.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. The Council approves the committee's recommendations for the distribution amounts to medical facilities, businesses, and individuals/families.

Section 2. The Council authorizes the Mayor to enter into agreements with RFP responders for grant administration services according to the recommendations of the committee.

Section 3. The Mayor is authorized to execute any and all documents required for distribution of CARES Act funds.

Section 4. The Mayor is authorized to adjust the distribution amount if, by the deadline for funds distribution, any category has not reached its distribution amount and there is excess demand for funds in another category.

PASSED and APPROVED this 15th Day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4919

Abbreviated Title: CARES ACT FUND DISTRIBUTION

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes X No _____

If yes, how many positions? 1

If yes, type of positions? T (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2020	2021	2022	Total
COVID-19 EXPENDITURES & ADMINISTRATION	\$1,005,137	\$0	\$0	\$1,005,137
COVID-19 EXPENDITURES MEDICAL FACILITIES	\$5,250,000	\$0	\$0	\$5,250,000
COVID-19 EXPENDITURES BUSINESSES	\$5,250,000	\$0	\$0	\$5,250,000
COVID-19 EXPENDITURES INDIVIDUALS/FAMILIES	\$4,500,000	\$0	\$0	\$4,500,000
TOTAL	\$16,005,137	\$0	\$0	\$16,005,137

FUNDING SOURCE:	2020	2021	2022	Total
FEDERAL CARES ACT	\$16,005,137	\$0	\$0	\$16,005,137
TOTAL	\$16,005,137	\$0	\$0	\$16,005,137

The CARES Act Fund (Coronavirus Relief Funds) will be used to recover allowable expenditures, hire a temporary CARES Fund Coordinator, and provide administration costs to financial institutions and organizations. The funds will also provide grants to medical facilities, local businesses, and individuals/families within City limits.

Reviewed by Finance Department: Initial mb Date 6/9/2020

Introduced by: Mayor Matherly and
All City Council Members
Date: June 15, 2020

RESOLUTION NO. 4920

**A RESOLUTION HONORING BATTALION CHIEF
KEN MAYFIELD**

WHEREAS, on June 4, 2020, Battalion Chief Ken Mayfield passed away unexpectedly and tragically; and

WHEREAS, on February 2, 1998, Ken Mayfield began public service as a recruit firefighter, serving for 22 years at the Fairbanks Fire Department while concurrently serving a 20-year career in the Air National Guard; and

WHEREAS, in December 2019, Ken Mayfield was promoted to Battalion Chief at the Fairbanks Fire Department after serving with distinction at every previous rank; and

WHEREAS, at every rank held, Battalion Chief Mayfield displayed integrity, commitment, loyalty, and compassion; and

WHEREAS, Battalion Chief Mayfield shared his passion and zeal for firefighting and emergency medical service with his colleagues as a provider, instructor, and mentor; and

WHEREAS, Battalion Chief Mayfield consistently displayed tremendous generosity to his fellow department members and any other person he discovered in need.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council, that Battalion Chief Ken Mayfield's service to the City of Fairbanks as a member of the Fairbanks Fire Department, serving with honor and distinction, is a lasting example for others to follow.

BE IT FURTHER RESOLVED that the Fairbanks City Council extends its deepest appreciation to the Mayfield family for sharing Ken with the City and its residents and offers its deepest sympathy for the loss of such a good and generous man.

PASSED and **APPROVED** this 15th day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 4921

**A RESOLUTION IN RESPONSE TO THE MURDER OF GEORGE FLOYD
CALLING FOR JUSTICE, UNITY, CONSTRUCTIVE DIALOGUE, AND
ACTION NEEDED TO CONFRONT RACISM WHEREVER IT MAY EXIST**

WHEREAS, the senseless death of George Floyd while in the custody of the Minneapolis Police Department shocks the conscience of this Council and this City; and

WHEREAS, the City recognizes the deep anguish this tragedy has caused in our community and around the country, particularly among people of color; and

WHEREAS, George Floyd's death is just the latest example of the racism that exists in our society, and the slogan "Black Lives Matter" is a resounding call to action in our community and the rest of the country; and

WHEREAS, the City fully supports the right of people to peaceably protest tragedies such as this and to call for needed change; and

WHEREAS, the Council is committed to increased efforts by the Fairbanks Police Department to hire more minority officers and committed to the best practices related to de-escalation and other initiatives intended to eliminate racial bias in policing; and

WHEREAS, the Council is committed to reaching out to all members of the community, to listen and learn from each other, so we can identify the changes that are needed and how those changes can be made.

NOW, THEREFORE, BE IT RESOLVED that the City Council:

Section 1. Joins with America in sharing its sorrow, shame, and anger over the senseless death of George Floyd;

Section 2. Fully supports the right of the people to peaceably assemble to protest this tragedy and to call for needed change;

Section 3. Commits itself and the City to intentional and deliberate efforts to engage the community in dialogue to better understand where racism exists and to adopt policies to abolish it; and

Section 4. Commits that the Fairbanks Police Department will renew its efforts to hire more minority officers and to employ the best practices related to de-escalation and other initiatives intended to eliminate racial bias in policing.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 4922

**A RESOLUTION TO RENEW THE CITY'S PARTICIPANT
MEMBERSHIP AGREEMENT WITH THE ALASKA MUNICIPAL
LEAGUE JOINT INSURANCE ASSOCIATION, INC. FOR MUNICIPAL
INSURANCE COVERAGE**

WHEREAS, the City's General Liability, Workers' Compensation, Auto Liability, Property, Public Officials Liability, and Police Professional Liability policies are provided under a Participant Membership Agreement with the Alaska Municipal League Joint Insurance Association, Inc., (AMLJIA); and

WHEREAS, the current Participant Membership Agreement expires on June 30, 2020, and the City's Broker of Record, Hale & Associates, has received and reviewed AMLJIA's renewal proposal for the period July 1, 2020 to June 30, 2021, in the amount of \$1,069,436; and

WHEREAS, AMLJIA's proposal includes a 3 Year Agreement Rate Discount that would provide for a 5% discount for each of the next three years, thus reducing the cost for year one of the agreement by \$56,230; and

WHEREAS, Hale & Associates, has reviewed coverage proposals from AMLJIA and from the Alaska Public Entity Insurance (APEI) and recommends the City renew its Participant Membership Agreement with AMLJIA; and

WHEREAS, Hale & Associates recommends the City accept AMLJIA's 3 Year Agreement Rate Discount and increase the liability limits from \$10,250,000 to \$15,000,000; and

WHEREAS, the administration has met with David Hale of Hale & Associates and has reviewed AMLJIA's proposal and the service provided by AMLJIA and concurs with the recommendations by Hale & Associates.

NOW, THEREFORE, BE IT RESOLVED by the City Council that it approves the renewal of the City's Participant Membership Agreement with the Alaska Municipal League Joint Insurance Association, Inc., and approves the proposed 3 Year Agreement Rate Discount and authorizes the Mayor to execute all documents necessary to secure coverage with AMLJIA under the terms of these proposals.

PASSED and APPROVED this 15th Day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4922

Abbreviated Title: RENEW PARTICIPANT MEMBERSHIP AGREEMENT WITH AMLJIA

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes No X

If yes, how many positions?

If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2020	2021	2022	Total
CITY OF FAIRBANKS INSURANCE	\$1,069,436	\$1,085,478	\$1,101,760	\$3,256,673
TOTAL	\$1,069,436	\$1,085,478	\$1,101,760	\$3,256,673

FUNDING SOURCE:	2020	2021	2022	Total
RISK FUND [REIMBURSED THROUGH MILL LEVY]	\$984,644	\$999,414	\$1,014,405	\$2,998,463
GENERAL FUND [GENERAL LIABILITY]	\$84,792	\$86,064	\$87,355	\$258,211
TOTAL	\$1,069,436	\$1,085,478	\$1,101,760	\$3,256,673

City insurance includes General Liability, Workers' Compensation, Auto Liability, Property/Boiler & Machinery, Public Officials Liability, and Police Professional Liability. Insurance costs for Year 2020 is based on the proposal while Years 2021 and 2022 are based on a projected 1.5% increase. All insurance is reimbursed through the Mill Levy except for General Liability. A transfer would need to be made from the General Fund to the Risk Fund for this cost.

Reviewed by Finance Department: Initial mb Date 6/10/2020

ORDINANCE NO. 6131

**AN ORDINANCE AUTHORIZING A LEASE OF SPACE IN CITY HALL
TO THE BOYS & GIRLS CLUB OF ALASKA, INC.**

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

WHEREAS, the City has provided lease space in City Hall for the Boys & Girls Club since 1995; and

WHEREAS, the current Boys & Girls Club lease will expire on June 22, 2020; and

WHEREAS, the Boys & Girls Club wishes to continue in the same space at City Hall that it currently occupies under the lease approved by Ordinance No. 5979, as Amended, and the lease amendment for additional space approved by Ordinance No. 6051, as Amended (a diagram of the space is included in Exhibit A); and

WHEREAS, the City administration has reviewed the space currently leased by the Boys & Girls Club and has determined that it is not required for municipal purposes and can be leased; and

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

WHEREAS, it is the finding of the City Council that continuing to lease space in City Hall to the Boys & Girls Club 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 Exhibit A is hereby authorized by the City Council for the purposes stated therein, providing for a five-year lease term.

Section 2. That the Mayor is authorized and directed to execute the lease on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to the lease instrument, with the execution to take place not less than thirty 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 will be the ____ day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

EXHIBIT "A" TO ORDINANCE NO. 6131

REAL ESTATE LEASE

THIS LEASE, executed and effective this 1st day of July 2020, between THE CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, 800 Cushman Street, Fairbanks, Alaska 99701 (Lessor), and BOYS AND GIRLS CLUB OF SOUTHCENTRAL ALASKA, INC., an Alaska Nonprofit Corporation, 2300 W. 36th Avenue, Anchorage, Alaska 99517 (Lessee);

WHEREAS, the City of Fairbanks, by Ordinance No. 6131, authorized execution of this lease of City-owned property identified below.

NOW THEREFORE, Lessor, in consideration of the rent specified and of the mutual covenants and agreements, does lease the real property described below under the following terms and conditions:

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 11,540 square feet and comprised of the following identified building areas, herein referred to as the "Premises" and as shown in Attachment A:

1.2 Cafeteria. Containing approximately 3,520 square feet;

1.3 Gymnasium. Containing approximately 3,920 square feet (includes chair storage area, excludes the existing shower facilities); and

1.4 Basement Area. The south portion of the basement level, City Hall "Northwest Tower", located in the northwest addition to City Hall, containing 2,650 square feet, and the basement area located in the northwest addition with entry adjacent to Eighth Avenue, containing 1,450 square feet.

1.5 Parking. Lessee shall have exclusive use of 14 designated parking spaces on the west side of City Hall, with four parking spaces on the southern end of the parking area reserved for use by the Lessor. Such use will continue during the term of this lease. Lessor shall provide appropriate signage. No vehicles may be parked in the designated area in a manner that would impede traffic flow in the driving lane. No vehicles may be allowed to stand in the driving lane except for active loading or unloading of passengers or materials.

2. Term. The term of this Lease is for five years, commencing on July 1, 2020, and ending at midnight on June 30, 2025.

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

4. Rent. As compensation for use of the premises during the life of this lease and any extensions thereof, Lessee shall pay monthly its estimated pro-rata share of all utility expenses for City Hall, including cost of vehicle headbolt heaters. Lessee's pro-rata share of utilities will be computed as a portion of the total average monthly utility expenses for City Hall, allocated by the percentage of total building area occupied by Lessee. For purposes of this lease, the pro-rated amount is \$1,665 per month. Rent is subject to increase or decrease upon annual review of actual utility expenses.

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

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 youth sports, educational, and development activities and necessary administrative office space. Lessee shall provide 48 hours advance written notice of events or activities that include overnight boarding.

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

7.2 Gymnasium Use. Lessor and its approved licensees may use the gymnasium portion of the leased premises without charge for up to 20 hours per week, with the use to be scheduled in advance with the Executive Director or designee of the Lessee. Such use will not conflict with Lessee's prime activity times. Lessor will be responsible for the cost of any maintenance or repair arising from Lessor's use under this section, and the provisions of subsection 11 will not apply for claims arising from Lessor's use or the use by those licensed by Lessor under this section.

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. Other uses specifically prohibited include: athletic activities involving trampolines, marksmanship using metal darts, arrows, or other projectiles, boxing or wrestling, except that self-defense courses employing limited or noncontact techniques may be allowed.

9. Access and Security. Access to the lease area for all purposes will be through the northwest entrance and Eighth Avenue entrance only, as shown on Attachment A-1 and A-2. Lessee shall be responsible for operation and security of the doors at these locations. The southwest exit may be used for emergency exit only. Entry into or use of City Hall space beyond the leased area is prohibited for any purpose. Lessee shall exercise constant diligence to keep Boys and Girls Club members within the lease area, bearing responsibility any violation. Child pedestrian safety is of the highest concern to the Parties. To the extent possible, and within the context of the Boys and Girls Club "Open Campus Policy," children crossing any public street will have adult supervision.

10. Payment of Expenses Relating to the Premises.

10.1 Utilities. Lessee shall be responsible for payment of telephone, cable TV, internet, and other privately contracted services as required by the utility provider. Lessee shall also pay a monthly fee to compensate for general utility usage as set forth in Section 4 Rent.

10.2 Maintenance. Lessee shall perform all routine interior maintenance associated with the leased premises proper, including but not limited to incidental replacement of light bulbs, repair of electrical and mechanical systems within the lease area, and general maintenance, keeping the premises in a clean, safe condition. In the event that Lessor performs maintenance or repair under this section, whether at its election or upon request of Lessee, Lessee shall repay Lessor for the actual costs of materials and labor expended. Such charges will not include indirect costs of Lessor's employees. Lessor shall perform maintenance of the building exterior, roof, and walls, including mechanical and electrical systems beyond the lease area, exterior maintenance, and snow removal. Lessor shall also maintain sidewalk and grounds adjoining the leased premises. Lessee shall notify Lessor of hazards or safety concerns in the exterior common areas in a timely manner.

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

10.4 Taxes. Lessor is a municipality of the State of Alaska and is therefore exempt from property taxes. If taxes are levied against the leased premises by a governmental body while Lessor is the owner of record, any such taxes will be paid by Lessee. Should taxes be levied against the property at such time as the record owner of the leased fee estate is a taxable entity, the owner shall be responsible for

payment of taxes.

11. Exculpation and Indemnity.

11.1 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.

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

11.3 Public Liability and Damage Insurance. Lessee at its sole cost shall at all times maintain public liability and damage insurance with a single combined liability limit of \$2,000,000 and insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the premises, excluding exterior public areas. All public liability insurance and property damage insurance will insure performance by Lessee of the indemnity provisions provided herein. Lessor must be named as an additional insured.

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

13. 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 will be at the sole discretion of Lessor.

14. 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.

15. 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.

16. Destruction. If during the Lease term, the premises are totally or partially destroyed by any cause, rendering the premises totally or partially inaccessible or unusable, Lessee, at its election, may either terminate this Lease or restore the premises. Lessor shall have no duty to repair or restore the premises. If Lessee elects to restore the premises, Lessee will have 120 days in which to complete the repairs. If

Lessee elects not to repair the premises, this agreement will terminate 60 days from the date of the casualty.

17. Right of Entry. Lessor, its agents and authorized employees, shall have the right to enter the leased premises to examine it and to make repairs as Lessor may deem necessary or desirable during Lessee's business hours. All such entry will be preceded by 72 hours advance notice to Lessee, except that immediate entry shall be allowed in event of emergency, as determined by the City Engineer or Building Official.

18. Default. Failure to occupy and operate the premises for 30 consecutive days, or failure to perform any provision of this Lease will constitute default by Lessee. 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.

19. 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 must 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.

20. Effect of Prior Agreements. This lease supersedes and replaces the previous lease dated June 23, 2015, and Lease Amendment No. 1, as approved by Ordinance No. 6051, as Amended (July 11, 2017).

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

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

23. Successors. This Lease is binding on and inures to the benefit of the parties and their successors.

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

LESSEE:

Boys and Girls Club of Southcentral Alaska

By: Alana Humphrey
Title: Executive Director

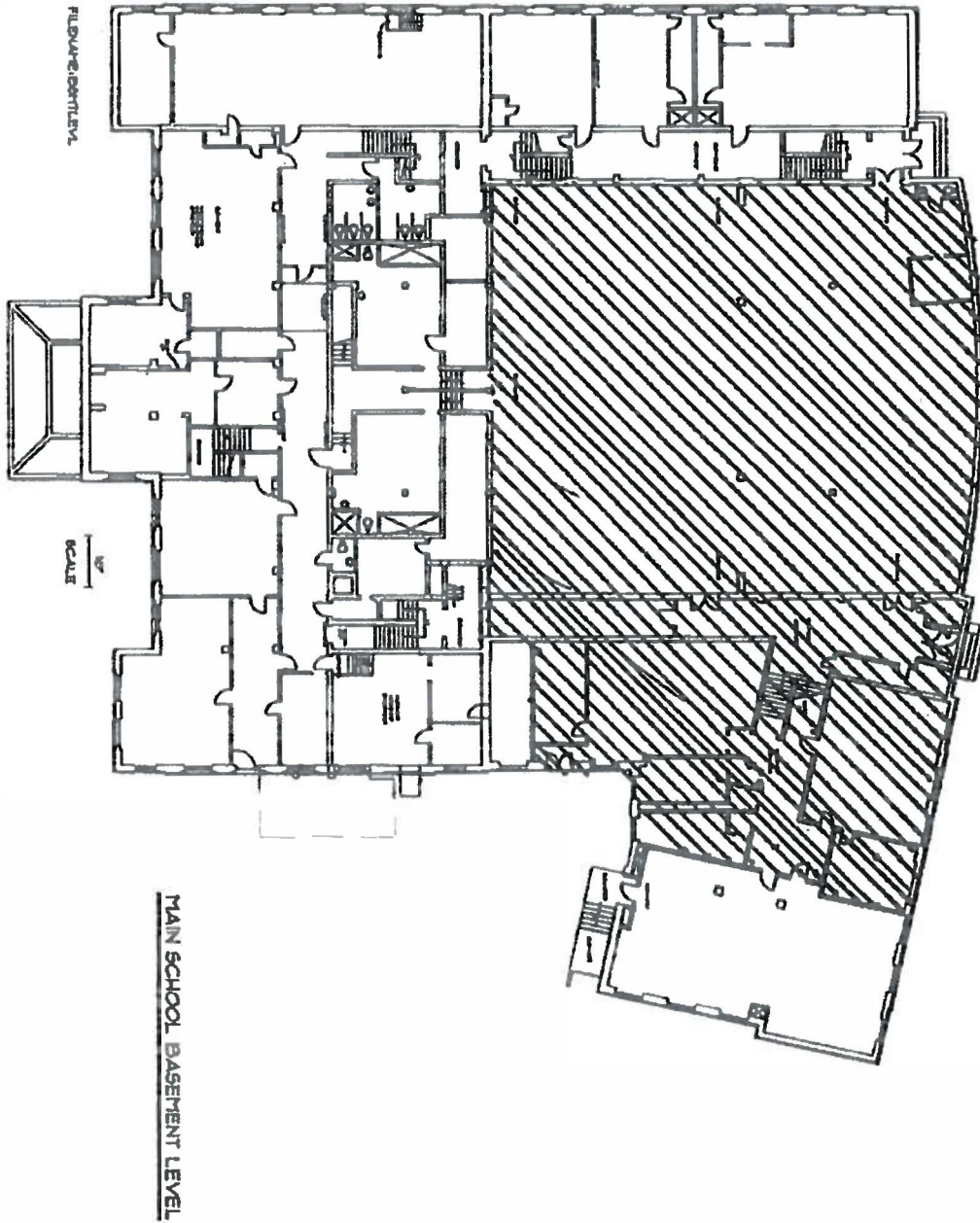
ACKNOWLEDGMENT

State of Alaska)
) ss
Fourth Judicial District)

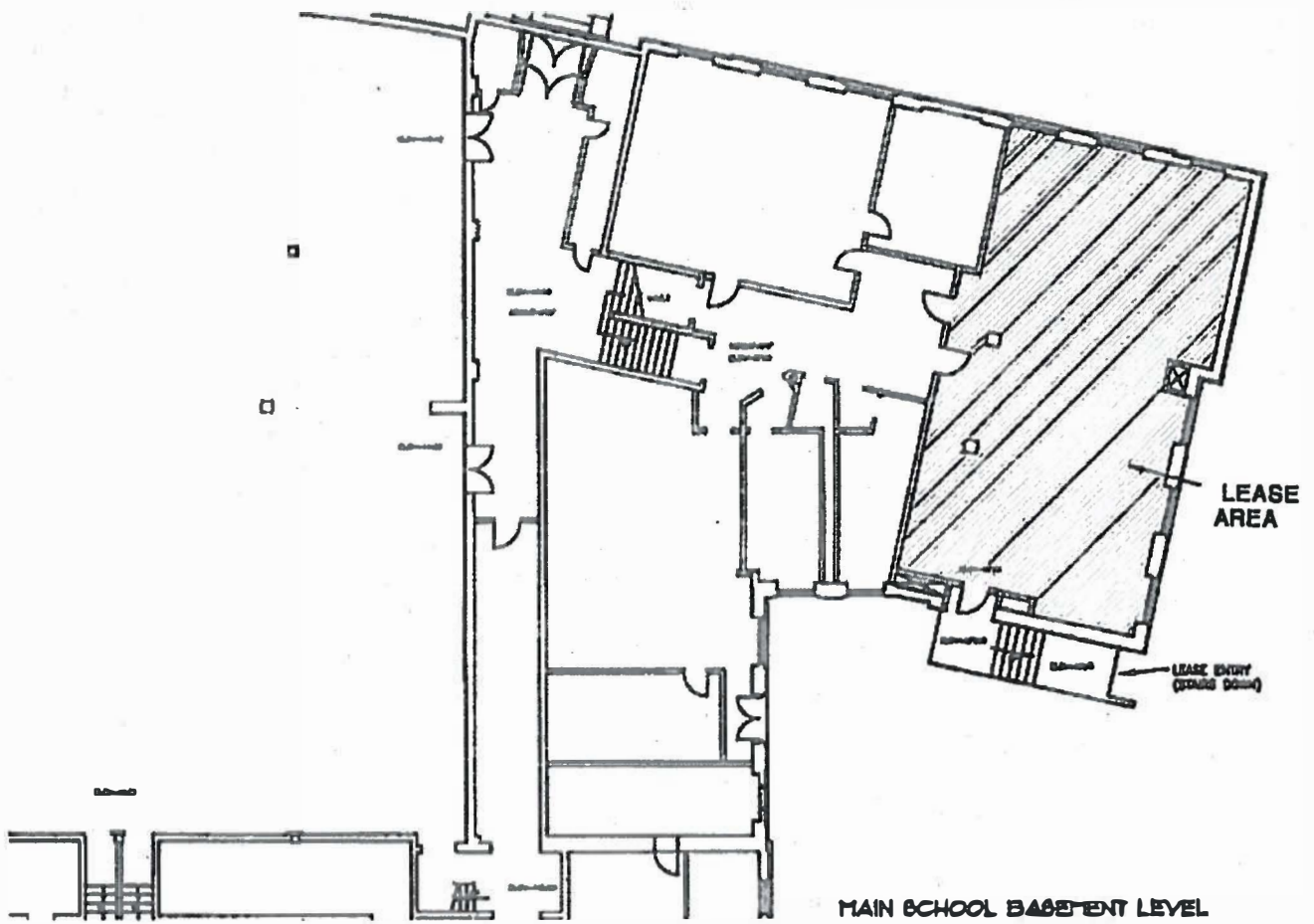
THIS IS TO CERTIFY that on this _____ day _____ 2020 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared **ALANA HUMPHREY** of Boys and Girls Club of Southcentral Alaska, Inc. and that she acknowledged before me that she executed the same on behalf of said entity, with authority to do so.

IN WITNESS, I have set my hand and affixed my official seal on this _____ day of _____ 2020.

Notary Public
My Commission Expires: _____



Ordinance No. 6131
LEASE ATTACHMENT A-1
BOYS and GIRLS Club Lease



ORDINANCE NO. 6131

LEASE ATTACHMENT A-2
Boys and Girls Club Lease

ORDINANCE NO. 6132

AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE AFL-CIO CRAFTS COUNCIL AND AMENDING THE 2020 GENERAL FUND OPERATING BUDGET

WHEREAS, the AFL-CIO Crafts Council represents several unions, including Operators Local 302, Laborers Local 942, Teamsters Local 959, Carpenters Local 1243, and Pipefitters Local 375, and negotiates one collective bargaining agreement (CBA) with the City for these unions; and

WHEREAS, the current CBA between the City and the Crafts Council was effective from January 1, 2017, through December 31, 2019; and

WHEREAS, the negotiating teams for the Crafts Council and the City have reached a tentative agreement on a replacement CBA; and

WHEREAS, the union membership ratified the tentative agreement on March 12, 2020; and

WHEREAS, ratification of the tentative agreement by the City Council by ordinance is required.

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

SECTION 1. That the attached collective bargaining agreement between the City and the AFL-CIO Crafts Council is hereby ratified.

SECTION 2. That the City's 2020 operating budget be amended to include the increased expenditures as reflected in the attached fiscal note.

SECTION 3. That this ordinance becomes effective upon ratification by the membership of the unions making up the AFL-CIO Crafts Council and upon adoption of this ordinance by the City Council.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6132

Abbreviated Title: FAIRBANKS AFL-CIO CRAFTS COUNCIL CBA

Department(s): PUBLIC WORKS

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes No X

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes No X

If yes, how many positions?

If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary)

II. FINANCIAL DETAIL:

EXPENDITURES:	2020	2021	2022	Total
SALARY AND BENEFITS [SCHEDULE A]	\$191,200	\$191,200	\$191,200	\$573,600
CLOTHING & TOOL REIMBURSEMENT [SEC 6.1]	\$5,800	\$5,800	\$5,800	\$17,400
HOLIDAY PAY FOR 4-10 [SEC 7.3]	\$35,000	\$35,000	\$35,000	\$105,000
ONE TIME PAY	\$0	\$0	\$44,400	\$44,400
RETRO PAY [TEMPORARY STAFF]	\$38,400	\$0	\$0	\$38,400
TOTAL	\$270,400	\$232,000	\$276,400	\$778,800

FUNDING SOURCE:	2020	2021	2022	Total
GENERAL FUND	\$270,400	\$232,000	\$276,400	\$778,800
TOTAL	\$270,400	\$232,000	\$276,400	\$778,800

The CBA provides 8% for Skilled Mechanic I & Warehouse Coordinator, 9% for Skilled Mechanic II & Plumbers, and 5% for all other positions with no changes in Years 2 and 3. In addition, the CBA increases clothing and tool reimbursement by \$50 for boots, \$100 for clothing, and \$100 for tools and provides two additional paid hours on holidays for employees working a 4 -10 schedule. The City will provide a one-time pay of \$100 per month in Year 3 until new contract is signed. Due to delays associated with COVID19, the City will provide retro pay for temporary workers no longer employed by the City.

Reviewed by Finance Department: Initial mb Date 6/4/2020

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF FAIRBANKS

and

FAIRBANKS AFL-CIO CRAFTS COUNCIL

January 1, 2020 – December 31, 2022

AGREEMENT

This Agreement, made and entered into effective January 1, 2020, between the **CITY OF FAIRBANKS**, hereinafter referred to as “the City” or “Employer,” and the **FAIRBANKS AFL – CIO CRAFTS COUNCIL**, hereinafter referred to as “the Union.” The parties have mutually agreed as follows:

PURPOSE OF AGREEMENT

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

1. DURATION, MODIFICATIONS AND CHANGES

- 1.1 This agreement shall become effective on January 1, 2020, and shall remain in effect until December 31, 2022. Any retroactivity contained herein shall affect only those employees covered by this Agreement and actually employed by the Employer on the effective date of this Agreement.
- 1.2 (a) Either party desiring a change or modification in this Agreement shall notify the other party in writing between 90 days and prior to the anniversary date of this Agreement. Upon receipt of such notice, negotiations shall begin within 15 days. Changes or modifications mutually agreed to may be made at any time during the life of the agreement subject to member ratification and City Council approval.

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

2. COVERAGE

The City recognizes the AFL-CIO Crafts Council as the bargaining representative for all classifications listed under Article 23, Schedule A, of this Agreement. All

personnel matters for Union members covered by this contract will be controlled and regulated by this Agreement.

3. EMPLOYER-UNION RELATIONS

- 3.1 The City has and will retain the sole right to represent and manage the City and to direct the working forces, including, but not limited to, the right to determine the City's mission, policies, and to set forth all standards of service offered to the public; the right to plan, direct, control, and determine the operations and services to be conducted by employees of the City; the right to determine the methods, means, and number of personnel needed to carry out the City's mission; the right to hire, to promote and demote, to discipline, to reclassify and/or discharge any personnel in its employ for good and just reason in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control the business.
- 3.2 (a) The Union assumes the responsibility to supply the City with competent qualified workers with no discrimination on the basis of an individual's race, sex, sexual orientation, age, if the individual is 18 years of age or older, color, religion, disability, genetic information, marital status, gender identity, or national origin for those classifications listed in this Agreement. Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Union. The City may reject any employee it finds unsatisfactory.
- (b) It is hereby agreed that there shall be no discrimination by the City, or the Union, against any employee on the basis of race, sex, sexual orientation, age, if the individual is 18 years of age or older, color, religion, disability, genetic information, marital status, sexual orientation, gender identity, or national origin or because of membership in or lawful activity on behalf of the Union. To the extent allowed by law, the City further agrees to give priority of hire and job tenure to residents of the Fairbanks area when such residents possess the requisite skills and abilities and are available.
- 3.3 The City will recognize four Shop Stewards, including one Teamster, one Operator, one Trade Specialist, and one Laborers. Stewards will be selected by the Union and recognized by the City as authorized representatives of the Employees or groups for whom they are selected. In the event that a Steward is selected by the City to be a step-up Foreman or is on absent from work for an extended period of time the Union shall have the right to select an alternate Steward. The Union shall notify the City within 24 hours as to the appointment or official status of any Shop Steward.
- 3.4 The City shall furnish bulletin boards for the use of the Union.

- 3.5 The authorized Union Business Representatives shall be granted access to the City's premises when any employees represented by this Agreement are on duty but shall not interfere with operations.
- 3.6 The Union agrees that its members, who are employees of the City, shall individually and collectively perform loyal and efficient service and that they shall use their influence and best efforts to protect the property and interests of the City and to cooperate with the City to this end at all times.
- 3.7 It is agreed that work shall be assigned in accordance with craft jurisdiction. Any jurisdictional disputes between labor organizations affiliated with the AFL-CIO Crafts Council shall be settled in accordance with the rules and procedures established by the Council. However, it is recognized by the parties that conditions of public employment do not always permit work to be performed on the basis of strict craft lines.
- (a) Employees may be required to work out of classification for a period of up to, but not exceeding, three workdays in any one calendar month per classification (Trade Specialist, Operator, Teamster, and Laborer). If it is deemed that the project/work will take longer than three days, the City must contact the affected labor organization and mutually agree on an extension or request a member from the Union Hall with adequate job skills. Nothing in this subsection authorizes work to be performed in an unsafe manner in violation of Section 17.
 - (b) It is also understood that to promote maximum efficiency on certain operations/projects, the composite crew concept may be employed by the City where it does not conflict with Section 3.7(a) above.
 - (c) Periodic review of such work assignments shall be made for purposes of adjusting such assignments, as appropriate, to take care of changing needs.
- 3.8 Any provision of the Agreement or subsequent amendments thereto, found to be in violation of any applicable State or Federal law shall be null and void, but all other provisions of the Agreement shall remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been ratified by the parties.
- 3.9 The Union agrees that it will not engage in any work stoppage because of any jurisdictional dispute with any labor organization.
- 3.10 The parties agree to adopt, via Letter of Agreement, a work study program for the Public Works Department similar to the programs adopted by other City Departments.

4. GRIEVANCE PROCEDURES

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

4.5 THIRD STEP.

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

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

- (a) ARBITRATOR SELECTION. When a grievance is submitted to binding arbitration, the Union and the City shall meet at a mutually agreeable date and time, within 14 calendar days, to select an arbitrator.
 - (1) Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven names of persons who are available for service as arbitrators.
 - (2) Within five working days of receipt of the list, the City and the 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. The person whose name has been chosen shall become the Arbitrator.

- (b) TIME LIMITS OF ARBITRATION. Arbitration shall commence as soon as possible at a date and time acceptable to the parties and the arbitrator. The arbitrator shall make a written report of their findings to the Union and the City within 30 working days after the hearing is concluded, unless mutually agreed otherwise.
 - (c) RULES GOVERNING THE ARBITRATION. Said arbitrator will be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association as amended. The decision of the arbitrator shall be final and binding on both parties to the dispute.
 - (d) IMPLEMENTATION OF DECISION. The final decision of the arbitrator shall be implemented as soon as possible, but no later than 30 days after the final decision is rendered.
 - (e) AUTHORITY OF ARBITRATOR. The authority of the arbitrator shall be limited to the application and interpretation of this Agreement. They shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. However, by mutual agreement of the City and the Union, the grievance procedure set forth above may be used in other matters.
- 4.7 SEPARATE ARBITRATORS. Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and the Union mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances filed over the same issue will be combined.
- 4.8 ARBITRATION EXPENSE. The City and the Union shall equally share the expense of the arbitrator and shall share equally the other expenses involved in such arbitration proceedings, including stenographic expenses, except each party shall bear the expense of their respective non-employee witnesses.
- 4.9 WITNESS EXPENSE. Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending such hearings, not to exceed regular working hours. Should such meetings be scheduled outside of regular working hours, or extended beyond such regular working hours, no compensation shall be paid by the City for the time outside such hours.
- 4.10 WORKING CONDITIONS/AWARD LIMITS. When any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose shall, insofar as it is possible and consistent with normal operations, not be changed until the decision is rendered. When the subject matter warrants, the decision shall be made retroactive to the time the dispute began. In cases where it is determined an employee has been discharged unjustly

and without cause, the Arbitrator shall order the City to return the employee to their position without loss of seniority or pay.

- 4.11 **DEFAULT.** In the event that the City fails to answer a grievance within the time required at any step of the Grievance Procedure, or the Union fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, then the grievance will be considered settled against the side which has defaulted. However, any of the time limits to the grievance or arbitration procedures may be extended by mutual agreement. Grievances resolved by default cannot be the basis of establishing precedent for the settlement of any other grievances. No default may be declared unless the defaulting party has been given notice by the other party and a chance to correct the default.
- 4.12 Any grievance that originates from a level above the first step of the Grievance Procedure shall be submitted directly to the step or level from which it originates.

5. EMPLOYEE BENEFITS

- 5.1 **RETIREMENT.** Employees covered under this Agreement shall participate in their respective unions' retirement trust funds. The City agrees to contribute to the applicable trust funds the amount set forth in Schedule A for each compensable hour credited to employees for the purpose of retirement benefits as specified in said trust agreements. Contributions shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. It is understood and agreed that the contributions are to be computed solely on the total number of compensable hours, including personal leave and paid holidays, and are not to be included in wages or the computations of overtime. Except for the making of hourly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the trust funds, eligibility for employees to receive pension benefits, or future payment of pension benefits to retirees. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the City's representatives and consent to be bound by the actions and determinations of the trustees.

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

- 5.2 The City agrees to make available to the employee and also, with the employee's permission, to the Union Business Manager or the Manager's appointed representative, the employee's individual records, upon reasonable notification.

- 5.3 HEALTH AND SECURITY. The City agrees to make a monthly contribution, as set forth in Schedule A, to the respective Union Health and Welfare Trusts. Except for the making of monthly contributions under this agreement, the City has no responsibility or liability for the administration or operation of the Health & Welfare Health Trusts, eligibility for employees to receive plan benefits, or the level or terms of future plan benefits. The AFL-CIO Crafts Council and each member Union further agrees that the employer trustees named in the trusts and those successors in trust are and shall be the City's representatives and consent to be bound by the actions and determinations of the trustees. The City's contribution to each Union's respective Health and Welfare Trust will be as specified on Schedule A of this agreement and shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned.
- 5.4 PREPAID LEGAL. The City agrees to participate in the various Union-Employer prepaid legal trust plans and to be bound by the Trust Agreements creating and controlling such plans, as may be amended from time to time. Contributions, in an amount designated by the participating crafts involved, shall be submitted by the City on or before the 15th day of the month following the month in which the contributions were earned. The contribution reduces the rate of that particular craft. Said contribution, and any subsequent increases in contributions, shall be deducted from the employee's negotiated wage.
- 5.5 PHYSICAL EXAMINATIONS. A yearly physical examination is offered to employees of the City for ICC physicals. Physicals other than CDL physicals are subject to the approval of specific application for such physical examination by the Mayor.

The Unions agree that the City may adopt a pre-employment "Fit for Duty" program.

When in the opinion of the City there arises specific questions as to the physical or mental ability of an employee to perform their normal work assignment, an appropriate examination may be ordered by the City. If such examination demonstrates, in the opinion of the examining medical professional, that the employee is physically or mentally incapable of performing their normal work assignment, the employee shall be allowed to seek a second opinion from a local licensed medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion shall be solicited from a medical professional mutually agreeable to the City and the employee. The results of this third examination shall be final and shall be binding on both parties. The employer shall pay for first and third physical examinations and connected expenses involved with this section.

- 5.6 If an employee is prevented from performing their normal work assignment due to a physical condition, the City agrees to make an effort to place the

employee in a classification the employee can perform within their craft under this agreement.

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

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

(b) The employees assigned to vehicle repair, oiling, and patching for 40 hours will be reimbursed by the City for the cost of one pair of boots, per person, per year, as approved by the City and not to exceed \$250.00 dollars.

(c) Employees will receive a \$300.00 per year clothing allowance.

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

(e) Permanent Mechanics will receive a \$300 per calendar year tool allowance.

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

6. WORKING RULES

6.1 WORK WEEK.

(a) The work week for Specialized Trades shall consist of five consecutive 8-hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am. The start time, work week, and workday may be modified by mutual agreement between Specialized Trades personnel and the Public Works Director.

(b) The work week for Office staff may vary between five consecutive 8-hour days, Monday-Friday, exclusive of a lunch break, with a regular start time of 8 am; or four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am. The start time, work week, and workday may be modified by mutual agreement of the Office staff and the Public Works Director.

- (c) The work week for Laborers shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with regular start time of 7 am.
- (d) The work week for Operators and Mechanics shall consist of four consecutive 10-hour days, Monday-Thursday, exclusive of a lunch break, with a regular start time of 7 am. During winter snow removal and spring break-up, the work week may be days or nights and shall consist of four consecutive 10-hour days, Monday-Thursday, Sunday-Wednesday, or Tuesday-Friday, with a regular start time of 7 am for days and 9:30 pm for nights.
- (e) By mutual agreement, between the Union and the City, variations of the work week may be established (i.e. flex schedule, split shift, etc.).

6.2 SHIFTS.

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

Prior to establishing a swing, graveyard, or other shift, volunteers in the needed classifications will be sought. If there are not enough volunteers to cover the City's operational needs than a rotational schedule will be established in which all permanent employees will be scheduled. Employees are allowed to have volunteers cover their assigned rotation.

6.3 OVERTIME.

Overtime shall be paid for all work performed outside the regularly scheduled workweek, in quarter hour increments; however, overtime shall not be pyramided. For example, if overtime performance is less than 1/4 hour, the time shall be considered at 1/4 hour and paid accordingly. If overtime performance is more than 1/4 hour, but less than 1/2 hour, the extent of time shall be considered as 1/2 hour and paid accordingly.

- (a) For those employees working five 8-hour days "5-8's" schedule as outlined in 6.1(a), overtime will be paid at the time and one half rate for hours worked in excess of eight hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employee's pay.

- (b) For those employees working four 10-hour days “4-10’s” schedule as outlined in 6.1(b), overtime will be paid at the time and one half rate for hours worked in excess of 10 hours per day or 40 hours per week. After 40 hours of work during a week, overtime will be paid at 1.5 times the employees pay rate.
- (c) Regardless of hours worked during a week, all work performed on Saturday and Sunday shall be paid at the 1.5 rate, unless that employee is assigned to a night shift where the workweek begins Sunday night.
- (d) Employees who work overtime may elect, in lieu of being paid overtime, to accrue compensatory time at the rate of 1.5 hours for every hour of overtime. Compensatory time may be taken and used in the same manner and terms as personal leave (when mutually agreeable by the employee and Department Director). Employees may carry 80 hours of comp time into the next calendar year. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to the employee by January 31.
- (e) It is recognized that due to the nature of municipal operations, employees may be required from time to time to work overtime to accomplish pressing public needs, such as snow removal, pumping during spring thaw, removal of construction hazards, and other public needs as may be determined by the City. The City agrees to give reasonable notice to employees that overtime is necessary to accomplish pressing public needs and further agrees that when such emergency situations are corrected, overtime shall not be mandatory. The City agrees to give recognition to situations which may arise from time to time which may prohibit an employee from working overtime.
- (f) The City agrees to fairly distribute overtime to its employees within each seniority group and agrees that permanent employees shall have first refusal of overtime. If the safety and welfare of employee or public are in question (examples; prescribed medication or 14 hours of continuous operation), the Foreman must assess the situation and assign the overtime in a fair and equitable manner. However, it is understood that when employees have been assigned to tasks during the course of the day and overtime is required to complete those tasks, employees assigned to those tasks shall have the right to work the overtime necessary to complete the assigned task.

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

- 6.5 LUNCH BREAK. Lunch periods will be at least 30 minutes in duration and will be scheduled at the midpoint of the shift. If the work requires the lunch period to start at a time before or after 30 minutes of the midpoint of the shift, then the employee shall be paid for such period at the applicable overtime rate. Poor weather lunch periods shall be taken in a warm, dry place, normally at the nearest employer facility or in heated enclosed vehicles, at the discretion of the craft Foreman. Except, because of special conditions which exist that are not compatible with the above clause concerning lunch periods, by mutual agreement between the Employer and the Union, those particular lunch periods may be altered to fit a specific purpose.
- 6.6 (a) RELIEF PERIOD. All employees shall be allowed one relief break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift. The Union and the Employer shall mutually agree on reasonable rules governing the taking of such relief periods as provided herein. When employees are working over their regular scheduled shift (either 8 or 10 hours), an additional relief break shall be taken every two hours, from the end of their last scheduled relief period.
- (b) SHIFT CLEANUP. All employees shall be afforded up to 15 minutes prior to lunch and the end of each shift to ensure the cleanliness of themselves, their work area and/or vehicle, and their work garments for the next workday. This time shall be used by employees for cleanup, and to ensure they are prepared and ready for the start of the subsequent shift and shall not be considered an additional break.
- 6.7 In Public Works, when three or more union personnel work on one job location without a foreman (excepting maintenance workers and packer crews), one of the employees will be designated as a working lead worker, and it will be their responsibility to direct the work force. The City may at its option, designate a working lead worker for a lesser number of employees. There shall be permanent craft foremen for each of the following classifications: laborers, operators, mechanics, and all Trade Specialists (collectively only when the City employs more than four permanent trade Specialists). Under the following occasional workload demands foremen may work in the craft as long as no other dispatch craft employees are displaced: (1) Training; (2) Emergencies, including heavy snow fall, earthquake, flood, wild land fire, and other events as determined by Department Head and Union (SOP procedure will be to first consult the Foreman); (3) Regularly scheduled crews do not show up; (4) Scheduled crews are present but a task comes up that needs immediate attention. If fewer than five permanent Trade Specialists are employed, one shall be selected and paid as a lead worker who will take direction as designated by the City. Each craft supervisor foreperson shall have a permanent lead worker who will replace the foreman when on personal sick leave and cover

the shift when double-shifting. A minimum of one lead worker will be appointed in the absence of the permanent lead worker for the following classifications: laborers, operators, mechanics, and trade specialists. A foreman with vehicular access to several crews will be considered to have direct supervision over those crews. Employees shall take instructions from whichever supervisor, foreman or lead worker, is designated by management. See Schedule A for pay of foreman and lead workers.

- 6.8 The employer agrees to use employees within their respective classifications. Should it become necessary to work an employee in a higher rated classification; said employee will be paid at the higher rate of pay for working in said classification. An employee will be paid one-half shift at the higher rate of pay for any period of work not exceeding one-half shift duration and will be paid the whole shift at the higher rate of pay for work in excess of one-half shift duration. Should it become necessary to work an employee in a lower rated classification, said employee will continue to be paid at their regular rate of pay.
- 6.9 No permanent employees covered by this Agreement shall, as a result of inclement weather, be caused to lose any pay, provided they report to work in the regular manner contained herein. If, due to inclement weather, employees are unable to perform their regular work, they shall, at the option of the City, perform other miscellaneous work as directed.
- 6.10 CALL BACK. A minimum of two hours at the applicable overtime rate shall be paid when employees are called back to work after the regular shift.
- 6.11 CALL OUT. If an employee is called by a Public Works supervisor to report to work on a scheduled day off, the employee will be paid a minimum of two hours at the applicable overtime rate. All work over two hours will be paid in 1/4-hour increments. *De minimis* time (such as answering a phone call) will be paid in 1/4- hour increments.
- 6.12 ON CALL. An employee on call (standby) will be paid two hours at the applicable overtime rate for covering the phone or radio, with the further understanding that this time will be in addition to call out time.
- 6.13 SHIFT CHANGE.
 - (a) An employee changing shifts, when the employer requests it with less than 48 hours prior notification, shall receive 1.5 times the employee's regular rate of pay for all hours worked on the first shift. The premium pay does not apply when changing back to the employee's normal shift from short term changes. For the purpose of this provision, an employee's shift is changed when their scheduled days of work are changed, or starting time is moved to one of the other defined shifts.
 - (b) Unless mutually agreed otherwise by the City and the employee(s), starting times for employees shall not be changed without 48 hours

prior notification. Should an employee's regular starting time be changed without 48 hours' notice to the employee, all hours worked on the employee's first new workday shall be paid at one and one-half times the employee's regular rate of pay. This premium pay does not apply when changing back to the employee's normal starting time from short term changes. For the purpose of this provision, an employee's starting time is changed if their starting time is moved to a time different from their regular starting time, within the hours of any given shift listed in 6.2.

6.14 SHIFT PREMIUMS. For classification under this contract will be five percent of swing shift, and ten percent for graveyard shift.

7. HOLIDAYS

7.1 The following days shall be considered holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Fourth of July (Independence Day), Labor Day, Alaska Day, Veteran's Day, Thanksgiving Day, Christmas Day, and such other days as the City Council may fix for all City employees. Dr. Martin Luther King, Jr. Day and Alaska Day will be observed as floating holidays in the same manner as a personal day and not on the day of the actual state holiday. Floating holidays must be used in the year accrued or otherwise are lost without cash value.

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

7.3 Holiday pay, in the amount of eight hours for each holiday, shall be paid to permanent employees working a 5-8's schedule at the employee's regular rate of pay. Holiday pay, in the amount of ten hours for each holiday, shall be paid to permanent employees working a 4-10's schedule at the employee's regular rate of pay. Temporary employees will be paid in accordance with Section 22.1.

7.4 All employees, who work on any of the above-named holidays shall be paid at the rate of 1.5 times their regular rate of pay. In addition, permanent employees shall receive holiday pay as set forth above.

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

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

8. PERSONAL LEAVE

- 8.1 All employees covered by this Agreement shall be entitled to personal leave in accordance with the following.
- 8.2 Personal leave will be paid for at the employee's contract regular rate for their regular classification.
- 8.3 (a) Employees shall accrue leave according to the following schedule:
 - 1) One – Two Years: 160 hours per calendar year;
 - 2) Three – Five Years: 200 hours per calendar year;
 - 3) Over Five Years: 240 hours per calendar year

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

- (b) The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours, who doesn't have their excess leave scheduled to be used by the end of February will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

- 8.4 LEAVE REQUESTS. Personal leave shall be taken at any time mutually agreeable to the department head and the employee and shall not be unreasonably withheld by the Employer. Requests for leave exceeding 160 continuous hours will not be granted unless approved by the Mayor or designee. An employee shall notify their department head at least one day in advance when not more than two days leave are desired, except in the case of any emergency. When longer periods of leave are desired, at least one-week advance notice shall be given but may be denied if the absence of the employee hinders operations or causes overtime. Notification of scheduled personal leave more than 40 hours shall be made at least 30 days in advance. Leave will be granted if, in the opinion of the department head, the employee can be spared from their job for the time requested, however, such leave shall not be unreasonably withheld. Upon notification of scheduled personal leave to the City by the employee, the City agrees to approve or disapprove the employee's scheduled personal leave in writing within 10 working days of submittal. If the City fails to reply to a leave request within 10 days, such leave request will be considered approved. Scheduled personal leave may also be taken in conjunction with approved travel on City business, so long as any additional expenses to the city are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee shall notify the department head as soon as possible, but in no case later than 8:00 a.m. on a day they are scheduled to work. Leaving a message on the assigned voice mail number satisfies this notice requirement. If the City believes an employee is abusing the use of sick leave, the Union agrees to meet with the City and the employee to

discuss leave usage with the goal of correcting any perceived abuse. If an employee calls in sick without enough leave to cover their absence the employee will be considered absent without leave (AWOL).

- 8.5 No employee shall be absent from the job without providing good and sufficient reasons, unless they have complied with the provisions of Section 8.4. Nothing in this section shall preclude the employer from exercising reasonable restraints and disciplinary actions for excessive absences and lateness from work. Employees arriving late for work as scheduled, without complying with Section 8.4 will be considered AWOL, employees that have earned personal leave will have leave deducted in quarter hour increments until their arrival, provided that an absence over a quarter hour shall be assessed to the next full quarter hour.
- 8.6 TERMINATION CASH-OUT. Upon termination of any employee covered by this agreement, accrued leave shall be paid in accordance with Section 8.7 at the employee's then current rate of pay. In the case of termination, leave in excess of 160 hours will not be granted. All remaining personal leave hours will be cashed out with pension contributions as provided by Section 8.7
- 8.7 DRAW DOWN OF PERSONAL LEAVE. Subject to the "cash-out value cap" provision set forth below, any employee covered by this agreement may cash out their personal leave in accordance with the following schedule. Member "cash-out" requests must be submitted to the Department Head. The cashed-out hours will be paid on a separate check within 15 days. In addition, the City will contribute pension payments to the appropriate trust at the rate in effect on the date of approval for all hours cashed out.

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

Total Personal Leave Hours for Draw Down:

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

- 8.8 PERSONAL LEAVE DONATIONS. The parties recognize that it is desirable from time to time to have a means for employees to assist other employees in time of need. The following shall be the vehicle for that purpose.
- (a) Each employee wishing to donate personal leave will fill out, date and sign a leave slip showing the amount of leave the employee wishes to donate, in increments of not less than four hours, and deliver said leave slip to the Finance Department.

- (b) Each leave slip will have written or typed along the bottom, "leave donated to (employee name)."
 - (c) The City will convert the hourly rate to a dollar value and transfer that amount to the recipient's personal leave account, where it will be converted into the recipient's hourly rate for use as personal leave.
 - (d) All personal leave donation requests are subject to the approval of the Mayor.
 - (e) Once personal leave is donated and approved, it is irretrievable by the donor.
- 8.9 LEAVE VALUE CONVERSION. A laid off or reclassified employee who has bumped or moved into a lower paying job classification shall be credited with personal leave at the value it accrued prior to reclassification. The dollars will be converted to leave at the lower hourly rate of the reclassified employee and the appropriate hours of leave will be added to the employee's personal leave account.
- 8.10 Employees serving a probationary period on an original appointment shall accrue personal leave in accordance with the provisions of this section. Such employees shall not be granted paid personal leave in excess of two days unless they have given 30 days' notice of their leave request. Any leave used during an employee's probationary period will added to the employees probationary period as defined in Section 13.7.
- 8.11 When scheduling annual leave only earned personal leave may be taken by an employee. If an employee does not have enough leave to cover leave requests, then leave requests will be denied. Per Section 9.5 LWOP may be approved in cases with extenuating circumstances.
- 8.12 At the expiration of all personal leave in cases of sickness or disability, an additional period of LWOP, as required may be granted at the request of the employee, and such leave privilege will be subject to verification by a doctor's certificate.
- 8.13 Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work shall not accrue during any period of LWOP attributable to a non-work related sickness or disability, except as provided for under the family leave provisions of this agreement.
- 8.14 In the event of a job-incurred injury or serious illness to a permanent employee, within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position shall be held for the employee until it has been established that they will be unable to return to work or for one year, whichever is sooner, and their seniority shall be in full force during the period. An award to the employee of Workers'

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

The City will compensate permanent employees that portion of the difference between Workers' Compensation, as required by State Statute, and eighty percent (80%) of the employee's regular rate of pay until the employee is able to return to duty or is medically retired; provided, however, that such time does not exceed nine months. The employee shall be required to communicate weekly with their foreman regarding their return to work status for staff scheduling purposes. Additionally, the employee must submit a weekly copy of the most recent report from the attending physician directly to Human Resources.

9. OTHER APPROVED ABSENCES

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

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

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

- 9.5 LEAVE WITHOUT PAY (LWOP). The City Mayor, or designee, may grant employees LWOP for extenuating circumstances not to exceed 90 calendar days when it is in the best interest of the City to do so, and if the employee can be spared from their job for the time requested. During the employee's approved leave of absence their position may be filled by temporary promotion, or temporary reassignment of any employee. At the expiration of the LWOP, the employee has the right to, and shall be reinstated to, the position they vacated, if the position still exists or, if not, to any other vacant position in the same class. Approved LWOP shall not constitute a break in service.
- 9.6 Personal leave shall be granted to employees for the birth or adoption of a child. In addition, employees will be entitled to use personal leave or LWOP in accord with the Family and Medical Leave Acts.

10. PAY DAYS

- 10.1 Pay days shall be established covering payroll periods from the first to the 15th day of the month inclusive (for which the payday is by month end) and from the 16th day of the month to the last day of the month (for which the payday is the 15th of the following month, except when pay day falls on a Saturday or a holiday. When the payday falls on a Saturday, Sunday, or City Holiday, the payday will be Friday.
- 10.2 Each paycheck shall have a stub or duplicate itemizing all legal and authorized deductions, hours worked, and rate of pay for straight time and overtime hours worked.
- 10.3 The City reserves the right to establish a bi-weekly pay period upon 30 calendar days' notice to the Union. If established, pay days shall fall on every other Friday. If the designated pay day falls on a holiday, pay checks will be available for distribution the day preceding the holiday. However, no employee shall lose any wages or benefits accruing under this Agreement as a result of the change from semi-monthly to by-weekly pay periods.
- 10.4 HARDSHIP EXCEPTION FOR TEMPORARY EMPLOYEES. Temporary Employees are eligible for the "Hardship Exception" one time per calendar

year. The Public Works director or the Chief or Staff may authorize an early paycheck for a temporary employee, similar to the final paycheck issued to employees upon termination, in cases of undue hardship, or unforeseen circumstances. A temporary employee requesting the exception must request it directly from the Director or the Chief of Staff and must have worked at least 40 hours before they are eligible. The early paycheck may not exceed time worked, less payroll deductions, and will not be unreasonably denied.

11. UNION MEMBERSHIP AND DUES

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

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

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

- 11.2 No employee shall be discriminated against for the upholding of Union principles, and any employee who heeds the instructions of the Union, or who serves on a committee, shall not lose their position or be discriminated against for this reason. The Union shall not discourage any employee from carrying out their work assignment for the City.
- 11.3 The City agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of the employees covered under the terms of this Agreement and the Union, and that it will not in any manner, restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of the employee's Union membership or lawful Union activity.

12. HIRING HALL

- 12.1 The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workers. The City agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions.
- 12.2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union

membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements.

- 12.3 The City retains the right to reject any job applicant referred by the Union. If requested by the Union, the City shall give a written reason for the rejection of any applicant. The City will apply the terms of its current nepotism policy, as provided in the Fairbanks General Code.
- 12.4 All employees covered by this Agreement that operate heavy equipment and packers shall be required, as a condition of employment, to possess and maintain a Commercial Driver's License as required by law. The City will annually reimburse permanent employees for the cost of renewal of any licenses or training required by law or required by the City to perform their duties while in City employ, with the exception of personal drivers licenses.
- 12.5 The Union agrees that it will not discriminate against non-Union workers in referring workers to the City, and the City agrees that it will not discriminate against Union workers in selecting job applicants referred to it by the Union.
- 12.6 The Union agrees to post, in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.
- 12.7 In the event the Union is unable to supply the City with qualified workers when called upon by the City within 48 hours, exclusive of Saturdays, Sundays, and holidays, the City may procure workers from other sources; provided, however, that in such instances the City shall furnish the Union with the names of workers, their classifications, and date of hiring. If at any time the City has rejected workers sent by the Union, then the Union shall have an additional 24 hours to refer additional applicants.

13. SENIORITY

- 13.1 Seniority shall be established by craft for the following seniority groups:
 - (a) laborer
 - (b) operator
 - (c) mechanic
 - (d) electrician
 - (e) carpenter
 - (f) plumber
 - (g) dispatcher
 - (h) engineering tech or party chief
 - (i) supply specialist/expediter
 - (j) warehouse/records coordinator
 - (k) custodian
 - (l) inventory specialist/material handler
 - (m) or other seniority groups mutually agreed to by the City and the Craft Council.

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

- 13.2 Lay-offs due to reduction in force shall be made in reverse order of seniority, subject to Section 13.1. In rehiring, seniority shall apply. When calling back laid-off employees, the City will recall, through the Union, the employees in the proper order of seniority recall rights.
- 13.3 Promotions, including promotions to newly created jobs and reclassification to positions of different responsibilities, shall be in order of seniority, provided the employee is qualified and competent to perform the work in the proposed classification. This provision shall not apply to the selection of General Foreman and Office Manager (if these two positions used), or Craft Foreman. Lead workers and Craft Foreman shall be selected by the City from among the permanent employees. The City shall be the judge of the employee's qualifications and competency.
- 13.4 Employees under this Agreement shall be allowed to transfer into another bargaining unit with the City, provided they are qualified to perform the work and the position vacancy has been first offered to existing employees in that bargaining unit and no employees are interested or qualified. It is understood that such transferring shall be within the appropriate unions and all parties in the bargaining unit(s) concur. Employees transferred will lose division or unit seniority.
- 13.5 City seniority shall be terminated, and the employer-employee relationship shall be severed by the following conditions:
 - (a) Discharge for cause
 - (b) Lay-off of eighteen (18) months duration
 - (c) Resignation or retirement
- 13.6 In the event an employee is not worked in their rightful position of seniority pursuant to Section 13.1, 13.2, or 13.3, they shall be compensated in the amount that was earned by the employee who has worked in their stead, unless otherwise mutually agreed upon by the Union and the City.
- 13.7 Each new permanent employee shall be hired as a probationary employee and shall not have seniority until the end of a probationary period of 120 days (excluding leave). Upon completion of such period, employees shall have seniority from date of hire with full accrual and use of personal leave. When a temporary employee is initially hired and has worked less than 30 days their separation due to job performance shall not be subject the grievance procedure.

14. LAY-OFF AND DISCHARGE

- 14.1 When an employee is terminated, or effects a separation, they shall be paid all accrued earnings in accordance with State law or within 48 hours, whichever is earlier, excluding Saturdays, Sundays, and holidays.
- 14.2 Written notice of lay-off will be given to the affected employees by the City. Permanent employees having less than 90 days continuous service shall receive two days' notice prior to termination. Permanent employees having 90 days continuous service but less than 12 months continuous service shall receive six working days' notice prior to termination. Permanent employees having 12 months or more continuous service shall receive 12 working days' notice. In instances where notice is not given by the City prior to termination, the employee shall receive in lieu thereof, pay at the basic rate for the time established herein. Employees effecting a separation without prior notice to the City shall forfeit severance pay.

15. SHOP STEWARD

- 15.1 A Shop Steward shall be appointed from among the employees of the City at any given point by the Union at the Union's discretion and shall be the last employee terminated, unless such employee is discharged for cause.
- 15.2 The Shop Steward shall be allowed to handle requests, complaints, and grievances arising under this Agreement during the Shop Steward's working hours, without loss of compensation for time spent in the pursuit of Shop Steward's duties. There may be occasions when the work load will prevent the granting of such times until a later time. In the absence of compelling circumstances to the contrary, the employee will be made available. The Steward will be the last employee terminated in the respective craft as long as there is work available which such employee is capable of performing.
- 15.3 Shop Stewards and aggrieved employees shall, upon notification to their foreman or immediate supervisor, be given time during working hours and without loss of pay to handle grievances. It is further agreed that Shop Stewards shall be given time during working hours and without loss of pay to attend Union negotiations and other authorized joint employer-Union conferences.

16. JURY DUTY

Employees required to serve on jury duty will suffer no loss in regular earnings but shall be compensated during their service at the rate of 40 hours per week. Fees paid the employee while serving such jury duty will be returned to the City by the employee. An employee, other than a permanent day shift employee, shall be considered to be a permanent day shift employee while serving on jury duty. Such an employee who was required to serve on jury duty on their previously scheduled day off shall not be required to work on the following Saturday or Sunday. It is

agreed that an employee reporting for jury duty who is then released for the day shall return to work for the rest of the work shift.

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

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

17. SAFETY

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

17.2 The City shall furnish such safety equipment as is necessary for the safety of the employees. Safety devices and first-aid equipment as may be needed for safety and proper emergency medical treatment, shall be provided and be available for employees working under adverse conditions.

17.3 A Safety and First-Aid Program, as required by the State Safety Code, shall be instituted and regular safety meetings for each department shall be held once each month during working hours, without loss of pay to the employee.

17.4 It shall not be considered a violation of this Agreement where employees refuse to work with or ride in unsafe equipment or where safeguards are not provided, or when the facilities are not being maintained in a reasonable sanitary condition.

17.5 It is agreed that when one employee is on shift alone the employee's supervisor will call to check on the employee should the employee fail to report every two hours. It will be the employee's responsibility to notify public works dispatch that they are working alone that shift. Nothing in this subsection applies to work in a confined space or other hazardous conditions.

18. TRAINING - EMPLOYEE UPGRADING

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

The City may use training courses, technical publications, specifications, and training schools of equipment manufacturers and vendors, as the City deems necessary, to develop and upgrade their employees to the state of the art skills regarding the latest products, equipment, systems, and their operation, maintenance, and repair. When specialized training is provided by the City, seniority will be considered when offering such training to employees. When training for a specialized skill is provided by the City to a junior employee, senior

employees will not be laid off because they lack such specialized skill. When an employee is sent for special training or to work outside the Fairbanks North Star Borough, the City will pay all authorized expenses as provided in the Travel Policy effective 9/3/2013. Upon prior written approval, the costs for any training beneficial to job requirements, and after satisfactory completion, will be reimbursed to the employee. Employees that need to maintain a specialized license for their employment at the City, i.e. CDL, and/or a certificate of fitness, will be afforded the necessary time on the clock to obtain or renew the license, and will be reimbursed any licensing fee.

19. MAINTENANCE OF PRIVILEGE AND REMUNERATION

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

20. MISCELLANEOUS

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

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

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

coordination with the Mechanic Foreman or Director to ensure safety and security protocols are followed.

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

21. PERSONNEL RECORDS

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

related to public safety, from an employee's personnel file 24 months after being placed in such file.

22. TEMPORARY EMPLOYEES

- 22.1 A temporary employee is one who is called for occasional work or for a limited period not to exceed six consecutive months in any 12-month period. Six consecutive months shall be calculated on the actual day the employment began, e.g., for an employee starting on 1/18/20, the six consecutive months runs through 6/17/20. The City agrees it will not attempt to bypass this section by using layoffs/rehires to circumvent the intent of the six-month maximum. If a temporary employee is retained after six consecutive months, then that employee will be eligible to accrue personal leave and be paid holiday pay for any subsequently occurring holidays.
- 22.2 (a) Temporary employees shall be paid in accord with Schedule "A" for their classification, plus per hour pension contributions and Health & Welfare (H&W) contributions.
- (b) Whenever temporary employees are needed under this provision, the City shall first attempt to contact and hire their trained and experienced temporary workers before hiring workers new to the City system. Should such workers not be available for employment, the City shall contact the appropriate hiring hall for referrals. The City may name request any employee that has previously worked at Public Works, as long as the request does not conflict with the Union's hiring hall rules.
- 22.3 Unless the last sentence of Section 22.1 applies, temporary employees shall not accrue seniority, be paid holiday pay, or receive paid personal leave, but shall be eligible for LWOP upon mutual agreement.
- 22.4 Temporary employees shall not be hired if there is a permanent employee of the appropriate craft on lay-off who has seniority recall rights and is available.
- 22.5 Temporary employees shall be considered for permanent positions which are created or become vacant after the position has been closed to all permanent employees and before the City places a call to the Union.

23. SCHEDULE "A" WAGES

- 23.1 On January 1, 2020, employees shall be compensated as provided in the attached Schedule, which provides a percent increase over the 2019 package rate.
- 23.2 Application of the Package Rate Concept. The parties recognize that computing a full package rate, in which actual wages, health care, and pension costs are computed on the basis of annual compensable hours, is a more accurate method of reflecting the actual cost to the City. The parties

agree that future percentage increases will be applied to the package rate. Except as provided in this section or in addenda specifically addressing allocation, each Local may allocate the package rate to wages, pension, and health and welfare as it sees fit.

- (a) The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 23.2 will need to be limited to insure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- (b) Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the underfunded plan. Generally, the provisions of an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.
- (c) Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.
- (d) If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

23.3 DISPATCHER RATES. The IUOE Dispatcher shall be paid at 95 percent of scale. The Assistant Dispatcher will be paid at 75 percent of scale.

Agreement ratified by Union membership on, and approved by the City Council by approval of Ordinance No. on.

SIGNED FOR THE FAIRBANKS
AFL-CIO CRAFTS COUNCIL:

SIGNED FOR THE CITY OF
FAIRBANKS:

Lake Williams
District 7 Representative, IUOE 302

Jim Matherly
Mayor, City of Fairbanks

Scott Eickholt
Business Manager, Laborers 942
Staff

Mike Meeks

Chief of

AJ Sutton
Business Manager, Carpenters 1243

Ryan McGovern
Business Representative, Pipefitters 375

Eileen Whitmer
Recording Secretary, Teamster 959

ORDINANCE NO. 6133

**AN ORDINANCE AMENDING FGC CHAPTER 46, ARTICLE IV, BY ENACTING
DIVISION 6 FEES FOR EXCESSIVE POLICE RESPONSES**

WHEREAS, Alaska Statute 29.35.125 provides that municipalities may impose a fee on the owners of residential property for excessive police responses to the property; and

WHEREAS, excessive police responses constitute a misuse of the limited law enforcement resources available to the City; and

WHEREAS, enacting the excessive police response provisions of this ordinance will give the City additional means to deal with properties that consume excessive City resources; and

WHEREAS, the proposed ordinance provides notice provisions, whereby a responsible property owner will be able to take corrective action to avoid the imposition of any fees or other action.

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

Section 1. That FGC Chapter 46, Article IV, is amended by adding a new Division 6. Fees for Excessive Police Responses, as follows:

ARTICLE IV. OFFENSES INVOLVING NUISANCES

DIVISION 6. FEES FOR EXCESSIVE POLICE RESPONSES.

Sec. 46-230. Definitions.

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

Excessive police response means each police response in excess of ten to a property in a calendar year.

Mobile home means any vehicle or structure designed and constructed in such a manner as will permit occupancy as sleeping quarters for one or more persons, or the conduct of any business or profession, occupation, or trade, and so designed that it is or may be mounted on wheels and used as a conveyance on highways or city streets, propelled or drawn by its own or other motive power.

Owner means the record owner of the property as shown in the real property tax records of the Fairbanks North Star Borough.

Permit means to allow, consent to, acquiesce by failure to prevent, or expressly assent or agree to the doing of an act.

Person means any natural person, agent, association, firm, partnership, or corporation capable of owning, occupying, or using property in the city.

Police Chief or Chief means the Chief of the Fairbanks Police Department or designee assigned to carry out the duties of the Police Chief under this article.

Police response means that one or more police officers goes to a property in response to a call for assistance, a complaint, an emergency, a potential emergency, or a reasonable suspicion of unlawful activity witnessed by a police officer, and any response determined by a sergeant or higher ranking police officer to be related to activities on the property and reasonably preventable; however, the term "police response" does not include a response to:

1. Receipt of false information, unless the false information was provided by an occupant or owner of the property;
2. A false alarm, unless the false alarm was caused, permitted, or allowed by an occupant or owner of the property;
3. A call involving potential child neglect, potential domestic violence as defined in AS 18.66.990, or potential stalking under AS 11.41.260 or 11.41.270;
4. A report of a sexual assault or abuse as defined in AS 11.41.410 – 455, unless the owner is a suspect in the crime or allowed the offense to occur and the victim does not reside in the residence;
5. A medical emergency for a serious medical condition, serious bodily injury, or death.

Property means any property, including land and that which is affixed, incidental, or appurtenant to land.

Sec. 46-231. Excessive police responses prohibited.

(a) The owner of any property within the city is responsible for the excessive police responses to that property and is liable for the penalties imposed by this division.

(b) Each excessive police response will constitute, except where otherwise provided, a separate violation for which a separate fee may be assessed.

Sec. 46-232. Fee for excessive police responses.

(a) Subject to subsection (b), the owner of property shall pay the city a fee of \$500.00 per excessive police response.

(b) A person is exempt from liability for the fee established by subsection (a) if:

- (1) The owner is a federal, state, or local government agency;
- (2) The property responded to is used exclusively for nonprofit, religious, charitable, cemetery, hospital, or educational purposes;
- (3) The city has not provided notice to the owner as provided for in Sec. 46-233; or
- (4) Any person has taken appropriate corrective action and has given written notice to the Police Chief of the action as required by Sec. 46-234.

(c) If a property has more than one owner, all owners shall be jointly liable for any fee imposed under this section.

(d) If the unit requiring excessive police responses is a mobile home located in a mobile home park, the fee will be imposed on the owner of the mobile home and not on the owner or operator of the mobile home park, unless the mobile home park owner's or operator's conduct required the excessive police response.

(e) If the Police Chief determines appropriate corrective action was taken with respect to a specific property, the count of police responses to the property will be reset to zero, effective the date of the determination. After resetting, all provisions in this chapter referring to a calendar year shall mean remainder of the calendar year beginning from the date previous corrective action was taken.

Sec. 46-233. Notice to liable persons for excessive police responses.

(a) When it has been determined by the city that a violation of Sec. 46-231 has occurred, the city shall notify the owner in writing, and the notice of violation will contain the following information:

- (1) The name of the owner, street address, or a legal description sufficient for identification of the property;
- (2) A statement that the number of police responses to the property exceeds ten within the calendar year, along with a listing of the police responses to the property that have occurred within the calendar year, that there has been a violation under this Division, and that the failure to take appropriate corrective action may result in the imposition of a fee;

- (3) A statement that the owner is liable for a fee for each excessive police response to the property during the calendar year unless, within 30 days of the date notice is accomplished, the owner takes appropriate corrective action and provides the Police Chief with written notice;
- (4) The amount of the fee per excessive police response; and,
- (5) The name and telephone number of a city representative to contact concerning the notice.

(b) Service of notice of violation must be made either personally or by first class mail, postage prepaid, return receipt requested, addressed to the owner of the property at the address listed in the real property tax records of the borough, or by electronic means if such method gives the owner actual notice of the violation. If the mailed notice is returned without the owner's signature, actual notice shall be conclusively presumed on the date the mailed notice is returned to the city.

(c) The failure of any person to receive notice of violation will not invalidate or otherwise affect the proceedings under this division.

Sec. 46-234. Corrective action.

(a) An owner of property will have 30 days from the date notice is accomplished, as required under Sec. 46-233, to take appropriate corrective action and provide written notice to the Police Chief that such action has been taken. Appropriate corrective action is action reasonably expected to correct the cause of the police responses to the property. The Police Chief is authorized to determine whether corrective action is appropriate under the circumstances. The Police Chief's determination must be in writing and issued within five days of receipt of the person's written notice of the action taken. Should the Police Chief determine the action taken is not appropriate corrective action, the Police Chief must explain the reasons, and the owner shall have ten days from the date of the determination to take appropriate corrective action and submit written notice of the action taken. The ten-day extension will be provided only once in a calendar year for each property receiving excessive police responses.

(b) Any owner who takes appropriate corrective action may not be assessed fees for additional police responses to the property that occur during the 30-day period described in subsection (a). There is a conclusive presumption that appropriate corrective action was taken if there are no additional police responses to the property from the end of the 30-day period described in subsection (a) until the earlier of:

- (1) The end of the calendar year; or
- (2) Ninety days.

Sec. 46-235. Lien on property.

(a) A fee imposed under Sec. 46-232 is a lien on the property to which there have been an excessive number of police responses.

(b) The lien becomes effective upon the recording of a notice of the lien.

(c) When a notice of the lien has been recorded under subsection (b), the lien has priority over all other liens except:

- (1) Liens for property taxes, special assessments, and sales and use taxes;
- (2) Liens perfected before the recording of the lien under this section; and
- (3) Mechanics' and materialmen's liens for which claims of lien under AS 34.35.070 or notices of right to lien under AS 34.35.064 have been recorded before the recording of the lien under this section.

Sec. 46-236. Appeal rights.

Any owner determined liable for fees for excessive police responses under this division may, within 30 days of service of notice of violation, apply for a hearing on the determination. The application must be in writing and filed with the Mayor's office. The hearing will be held before the Mayor or designee within fifteen business days of receiving a timely application. The hearing will be limited to the issue of whether the person is liable for each fee imposed under this division, as found by the Police Chief. Within 30 days of the written decision of the Mayor or designee, a person aggrieved by the decision may appeal to the superior court of the Fourth Judicial District in Fairbanks in accordance with the Alaska Rules of Appellate Procedure.

Section 2. That the effective date of this Ordinance shall be the ____ day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6134

**AN ORDINANCE TO AMEND FGC CHAPTER 22 ELECTIONS BY
ADDING NEW SECTION 22-15.1 EARLY VOTING, MAKING RELATED
AMENDMENTS, AND EXPANDING THE REQUIREMENTS FOR
NOTICES OF ELECTION**

WHEREAS, to the extent possible, the City of Fairbanks tries to maintain uniformity with the Fairbanks North Star Borough (FNSB) in its election code and procedures as City and Borough elections are conducted concurrently; and

WHEREAS, the city clerk currently includes instructions for voter registration and absentee ballot application in notices of election, and this practice should be codified; and

WHEREAS, the FNSB recently amended its code of ordinances regarding elections by adding language to allow for early voting; and

WHEREAS, the State of Alaska administers voter registration for all voters in the State and provides the City of Fairbanks with registered voter lists and precinct registers to use in City elections; and

WHEREAS, previously, State procedures allowed only for hard copies of voter lists and precinct registers to be delivered to municipalities, but State procedures changed last year so that only electronic copies of voter information are now available to municipalities; and

WHEREAS, with electronic voter lists and precinct registers from the State, local clerks now have the ability to offer early voting in municipal elections in addition to in-person, absentee voting prior to an election; and

WHEREAS, in response to the COVID-19 pandemic and the recommendations from the State of Alaska and the federal government, the City is committed to expanding voter access to local elections by offering early voting beginning with the October 6, 2020 regular election; and

WHEREAS, the FNSB has purchased the software and equipment to conduct early voting at the Borough administrative building for elections of the three local municipalities (City of Fairbanks, City of North Pole, and FNSB).

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

Section 1. That Fairbanks General Code Sec. 22-7. Notice of elections, subsection (c) is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

(c) Each notice of election shall include:

- (1) The type of election, regular, special or runoff;
- (2) The date of the election;
- (3) The hours the polls will be open;
- (4) The offices to which candidates are to be elected;
- (5) The subjects of propositions and questions to be voted upon;
- (6) Voter qualifications and instructions for registration; and
- (7) Instructions for application for absentee voting;**
- (8) Instructions for early voting, including location and hours; and**
- ~~(9)~~ Location of precinct polling places.

Section 2. That Fairbanks General Code Sec. 22-12. Distribution of ballots, subsection (a) is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

(a) The city clerk shall have the ballots in possession at least 15 days before each regular election or seven days before each runoff or special election. At that time the ballots may be inspected by any candidate whose name is on the ballot, or their authorized agent, and any mistake discovered shall be corrected immediately. Sufficient ballots for the registered voters of each precinct shall be delivered to the election board for that precinct **prior to or on the date of the election before the opening of the polls. Sufficient ballots will be delivered to the early voting station prior to or on the date early voting begins.**

Section 3. That Fairbanks General Code Sec. 22-13. Election supplies and equipment is amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

(a) Before the opening of the polls, the city clerk shall furnish to the election board of each precinct the state voter registration list for that precinct and shall equip and supply each polling place with sufficient materials for that precinct's election, including those materials required by this section. **Before early voting begins, the city clerk shall furnish the state voter registration list for the city and those materials required by this section to the early voting election officials.**

(b) The city clerk shall prepare instructions explaining to voters how to obtain ballots, how to mark them, and how to obtain new ballots to replace those destroyed or spoiled. These instructions shall be printed on cards in large, clear type and shall be distributed to the election boards to be prominently displayed in each polling place. The city clerk shall provide booths at each polling place **and early voting station** with appropriate supplies and conveniences to enable each voter to mark their ballot screened from observation. Ballot boxes shall be placed outside the voting booths in plain view of the election officials, voters, and other persons at the polling place **and early voting station.**

Section 4. That Fairbanks General Code Chapter 22 is amended by adding new Sec. 22-15.1 Early voting as follows [new text in **bold/underline** font]:

Sec. 22-15.1. – Early voting.

(a) Administration of early voting. The city clerk shall provide general administrative supervision over the conduct of early voting, to include designating early voting election officials, designating the time and location of early voting, and establishing procedures relating to early voting. Prior to election day, the city clerk shall mark the precinct registers of those voters who voted early or give to the election board in each precinct a list of voters from the precinct who have voted early. If a voter who voted an early ballot appears at their regular precinct on election day, the voter may not vote a regular ballot but may vote a questioned ballot.

(b) Dates and times of early voting. Early voting will begin no later than 15 days before each regular election and no later than 10 days before each special or run-off election and will continue up to and including the Thursday prior to election day.

(c) Providing ballots to early voters. An early voter appearing before an election official will be issued a ballot upon verification that the voter's residence address on the official registration list is current and upon:

- (1) Showing proof of identification as required in this chapter; and**
- (2) Signing the early voting register.**

Voter assistance and ballot handling procedures set forth in this chapter will apply to early voting. If a voter is not eligible for early voting, the voter may apply for an absentee ballot.

(d) Counting of ballots. Early voting ballots will be counted in accordance with the ballot counting procedures in this chapter, including the completion of a ballot statement by the election officials.

Section 5. That Fairbanks General Code Sec. 22-24 Canvass of returns, subsections (b) and (d) are amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

(b) On the day following each election, or as soon as is practicable, the election canvass board shall meet in public session and canvass all election returns. In full view of those present, the election canvass board shall judge the applicability of absentee and questioned ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. The canvass of the ballot vote counted by precinct election boards **and early voting station election officials** shall be accomplished by reviewing the tallies of the recorded vote to check for mathematical error by comparing totals with the precinct's **or the early voting station's** certificate of results. All obvious errors found by the election canvass board in the transfer of totals from the ~~precinct~~ tally sheets to the ~~precinct~~ certificate of returns shall be corrected by the canvass board. If in the opinion of the canvass board a mistake has been made in ~~precinct~~**the** returns which is not clearly an error in the transfer of results from the tallies to the certificate of results, the canvass board may recommend a recount of ~~that precinct's~~**the precinct(s) or early voting station** results be made for that portion of the returns in question.

* * * * *

(d) Upon completion of the canvass, the canvass board shall prepare a certificate of the results of votes cast by early, absentee ballot, questioned ballot, and by regular ballot and shall prepare and submit a written report of the results to the city council.

Section 6. That Fairbanks General Code Sec. 22-26 Recount application, subsection (b) is amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

(b) Recount application forms shall be provided by the city clerk. The application shall specify with particularity the grounds for the contest, the particular election precinct(s) **(to include absentee, questioned, and early voting ballots)** for which the recount is to be held, the particular office, proposition or question for which the recount is to be held, and that the person making the application is a candidate or that the ten persons making the application are qualified voters of the city. The application for a recount shall bear the notarized signature of the candidate or the ten qualified voters seeking the recount.

Section 7. That the effective date of this Ordinance shall be the ___ day of June 2020.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

May 26, 2020

To the Mayor and City Council;

Grants can be an exceptional tool in supplementing and replacing general or capital fund monies. Over the years we have used them for major road repairs, equipment, training, and many other needs. They often have a longevity that lasts for years and give a continuing return.

Grants that are specifically earmarked for adding personnel are often times more problematic. We have used several of them in the Police Department in years past, but the difficulty occurs when the grant funds are depleted. We were fortunate in that individuals trained and assigned to fulfill the terms of the grant were often moved within the department to fill empty positions so that we would not lose the officer.

SAFER grants for Fire Departments are somewhat different in that they have strings attached to them. First, up until recently, none of these grants covered the total cost of a new employee. Essentially, these grants were a cost to the city for their duration because of the match required. Second, while the grants were in effect, no layoffs or attrition could occur within the department. When an employee retires or leaves, we actively have to fill the position or be out of compliance with the grant terms. Consequently, there can be no empty positions for grant funded employees to fill. During years with budget problems that may require position reductions, the City can only look at departments outside the scope of the Fire Department while SAFER grants are in effect. Inherently, this is problematic and unfair to other departments.

One of the first SAFER grants occurred in 2010 and lasted for 5 years. The promise was made at that time that the positions would sunset upon completion of grant funding. However, I was keenly aware that the hope within the department was to put pressure on the council to continue those positions which is exactly what happened during budget deliberations in 2013. Although I was not a member of the council at that time, I testified as to what I thought would be a win/win solution. Keep the employees on the payroll, but allow attrition for the same number of individuals brought in originally through the SAFER grant. Upon reaching that number, apply again for a SAFER grant which would return the department to the former staffing levels while legitimately reducing the costs. Unfortunately, the council simply decided to permanently add them to the payroll and did not utilize SAFER grant possibilities.

At our last council meeting, Resolution 4916 was hand carried to the City Council. As everyone recognizes, that is not an ideal situation for a complicated topic. Normally, we vent these matters at the Finance Committee before introduction to the agenda. I realize that time constraints made that impossible. By simply reading the cover of the Resolution, it looks like a no-cost grant with no strings attached. However, the severity of the problem is revealed in a footnote to the Financial Details section on the second page. Putting a new SAFER grant on top of an existing one creates a heavy liability of \$812,728 over two years. This should be stated clearly in the text of the Resolution. Once again, this new grant is not a grant in the purest sense, rather it is a bill that has to be paid by the taxpayers.

Our Charter mandates that balanced budgets must be presented each year by the Mayor using existing revenue sources. Also, the Charter contains the Tax Cap which prescribes the amount of revenue we are allowed. Both of these provisions were voted in overwhelmingly by the residents of our city. Recently I read a quote by Benjamin Franklin which stated "In free governments the rulers are the servants, and the people their superiors and sovereigns". We all know what a balanced budget is and what was intended by the voters who changed their charter, but we also know that the council can legally deficit spend as long as we have some savings to draw down. This does not comply with the spirit of the charter provision.

The Chief Financial Officer of our city has stated that our financial situation has changed since the beginning of the year and that we are looking at an approximate budget deficit of \$900,000 primarily caused by lost revenues during the current pandemic. We have also noticed that labor negotiations have come to a halt during this time. No wage increases other than those mandated under existing contracts are included in this year's budget. Just a 2% package increase will cost approximately \$500,000 if given across the board. We did not have a serious discussion of how our current financial hurdles compounded by a new \$812,728 bill would be dealt with, and there was no discussion regarding revenue to pay for any of this. Our hurry to get yet another SAFER grant seems to overshadow all of these other problems. Very simply, we are wanting to add new positions to the payroll at a time when we are truly struggling to keep the ones we have. With businesses throughout our community going under or barely staying afloat financially, why are we looking at growing government which necessitates new taxes and fees?

I have never been a fan of SAFER grants because of the mandatory conditions and costs we incur. The new version is much better and if properly used by the council as suggested by council member Gibson, it could be a great tool for reducing general fund monies in staffing the Fire Department. Wait until the existing grant expires, allow attrition for up to 4 positions, then apply for a new SAFER grant. Some argue that the SAFER grants may disappear, but that is highly unlikely given the permanent availability over the last decade.

Finally, as I stated last week, the city has a Fire Department with an Insurance Services Office (ISO) rating of 1, the highest rating awarded with very few departments receiving it nationally. This represents by definition "exemplary fire protection". Even a rating of 3 would be a benchmark we could be proud of, but we exceed that. Fifty percent of the rating reflects the quality of the fire department, including adequacy of equipment, sufficiency of staffing, level of training, and the geographic distribution of fire companies. We exceed national averages for staffing and like the police department, we participate in mutual aid which enhances call response. This is a strong testament to the Fire Department administration from Warren Cummings forward.

We are well aware that the Fire, Police, and Public Works Departments would all like additional staffing which could greatly help them in providing services, but we need to work within the constraints of our charter, and provide for the residents the best services we can with the revenue provided. Personally speaking, if we had an increase in revenue, the greatest need is for additional temporary hires in Public Works to provide better snow removal and street repair which protects our infrastructure.

Again, SAFER grants can be a very useful tool for reducing the general fund obligation for the Fire Department if utilized correctly, but we have not done so in the past. We should do so in the future.

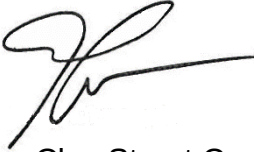
Sincerely,

Jerry Cleworth

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor 
Subject: Request for Concurrence – Clay Street Cemetery Commission
Date: May 28, 2020

In order to fill the vacancy of Seat D on the Clay Street Cemetery Commission formerly filled by Frank Turney, I hereby request your concurrence to the appointment of the following new member:

Seat D: Ms. Kristina Heredia Term to Expire: August 31, 2022

Ms. Heredia's application is attached.

Thank you.

dds/



Board Details

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

Overview

Size 8 Seats

Term Length 3 Years

Term Limit N/A

Additional

Board/Commission Characteristics

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

Meetings

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

Enacting Legislation

FGC 2-485 through 2-488

Enacting Legislation Website

<http://bit.ly/2lJa2Yf>

Joint Commission Details

N/A

Email the Commission Members

claystreetcemeterycommission@fairbanks.us

Profile

Kristina Heredia
First Name Last Name

[Redacted]
Email Address

[Redacted] [Redacted]
Street Address Suite or Apt

Fairbanks AK [Redacted]
City State Postal Code

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

Yes

[Redacted] [Redacted]
Primary Phone Alternate Phone

Fairbanks North Star Borough Current Planner - Community
Employer Job Title Planning

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 interested in helping my community, but I must limit my days to evenings I am not presenting to boards for the Borough. I have several years experience serving as staff to a board, or being a presenter. However, I have never served on a board or commission myself.

Please provide a brief personal biography in the space below, or attach a resume.

Hello, I moved to Fairbanks in February 2019, and I love how close this community is, and how willing people are to help others. I have long been interested in serving my community on a board or commission, yet have never had the opportunity since my career is within local government. I have that opportunity here in Fairbanks, and I would love to participate. I think the Clay Street Cemetery Commission sounds interesting, and the meeting date does not conflict with my work engagements. I do not have a resume kept on this computer, but I can provide one tomorrow if needed.

Upload a Resume

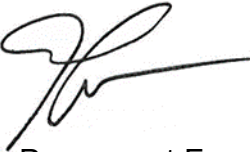
List any professional licenses or training you believe are relevant to the seat you are applying for.

I have over 4 years experience presenting to various boards and commissions as a Community Planner. While I have never served on a board, I believe I have a basic understanding of what the workload would entail, and I am more than willing and able!

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor 
Subject: Request for Concurrence – Permanent Fund Review Board
Date: May 28, 2020

The three-year term of Seat A on the Permanent Fund Review Board expired on December 31, 2019. Ms. Jennifer Imus has applied to continue serving on the Board.

I hereby request your concurrence to the following **reappointment** to the Permanent Fund Review Board:

Seat A Ms. Jennifer Imus Term to Expire: December 31, 2022

Ms. Imus' application is attached.

Thank you.

dds/



Board Details

The Permanent Fund Review Board shall advise and make recommendations to the City Council concerning investment policy, strategy, and asset selection and allocation of the permanent fund. The Board may use the services of a professional investment advisor/manager in rendering its advice and recommendations to the City Council.

Overview

Size 5 Seats

Term Length 3 Years

Term Limit N/A

Additional

Board/Commission Characteristics

The Mayor, with confirmation from the City Council, shall appoint five members to the Permanent Fund Review Board. Members shall possess some background in any one or more fields in accounting, banking, financial investment advisement, securities regulation, public finance, or other similar professional fields regulated by the State of Alaska or other professional or national organizations. Each member shall serve a three-year term.

Meetings

The Permanent Fund Review Board was formed in accordance with the Fairbanks Home Rule Charter, Section 8.8(b). Meetings are held quarterly at City Hall in the Council Chambers and are open to the public. Special meetings may be called by the chairman or by a majority of the members. A majority of the board shall constitute a quorum and a majority shall be necessary to carry any question. Minutes shall be kept as a permanent record of all meetings and shall be filed in the Office of the City Clerk.

Enacting Legislation

FGC 2-256 through 2-262

Enacting Legislation Website

<http://bit.ly/2EE2wpa>

Joint Commission Details

N/A

Email the Commission Members

permanentfundadvisoryboard@fairbanks.us



Profile

Jennifer

First Name

Imus

Last Name

[Redacted]
Email Address

[Redacted]
Street Address

[Redacted]
Suite or Apt

Fairbanks

City

AK

State

[Redacted]
Postal Code

Mailing Address

Are you a City of Fairbanks resident? *

Yes

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

First National Bank of Alaska

Employer

Vice President & Interior
Relationship Manager

Job Title

Which Boards would you like to apply for?

Permanent Fund Review Board: Appointed

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?

Please provide a brief personal biography in the space below, or attach a resume.

Upload a Resume

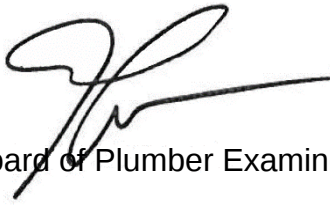
List any professional licenses or training you believe are relevant to the seat you are applying for.

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor
Subject: Request for Concurrence – Board of Plumber Examiners
Date: June 1, 2020



The term of Seat D on the Board of Plumber Examiners currently filled by Dan Portwine will expire on June 30, 2020.

Mr. Portwine has applied for continued service on the Board. I hereby request your concurrence to the following **reappointment**:

Seat D Mr. Dan Portwine Term to Expire: June 30, 2023

Mr. Portwine's application is attached.

Thank you.

dds/



Board Details

The Board of Plumber Examiners is empowered to perform the duties as prescribed in Sections 2-306 through 2-309, as well as Sections 14-291 through 14-301 of the Fairbanks General Code (FGC).

Overview

Size 6 Seats

Term Length 3 Years

Term Limit N/A

Additional

Board/Commission Characteristics

The Board of Plumber Examiners shall consist of five members, at least three members of the board shall be residents of the City, each member shall serve a three-year term. The members shall be appointed by the Mayor, subject to confirmation by the City Council. The chairman shall be elected by the Board of Examiners subject to approval by the City Council, and shall serve in this capacity for one year. The City Building Official shall be a non-voting, ex officio member of the board and shall act as secretary.

Meetings

The Board of Plumber Examiners shall meet at least once each quarter and all meetings shall be open to the public. The chairman in his discretion is authorized to call special meetings, or a majority of the members may require a special meeting to be called. A majority of the board shall constitute a quorum for the transaction of business, and three affirmative votes shall be necessary to carry any question. Permanent records, or minutes, shall be kept. The minutes shall promptly be filed in the Office of the City Clerk and shall be open to inspection by any person.

Enacting Legislation

FGC 2-306 through 2-309

Enacting Legislation Website

<http://bit.ly/2Csgr3v>

Joint Commission Details

N/A

Email the Commission Members

boardofplumberexaminers@fairbanks.us

Profile

Dan Portwine
First Name Last Name

[Redacted]
Email Address

[Redacted] [Redacted]
Street Address Suite or Apt

Fairbanks AK [Redacted]
City State Postal Code

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

No

[Redacted] [Redacted]
Primary Phone Alternate Phone

Portwine Plumbing & Heating owner
Employer Job Title

Which Boards would you like to apply for?

Board of Plumber Examiners: 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 a board member now. Like to volunteer for our community, if I can be an asset. Over 45 years in the plumbing trade.

Please provide a brief personal biography in the space below, or attach a resume.

I grew up in the plumbing trade with my father, who owned a business in Montana. I moved to Alaska in 1972. Started our plumbing and heating business in 1974. Received my City of Fairbanks plumbing license in 1976. Semi retired two years ago, but still doing small plumbing jobs for long term customers.

Upload a Resume

List any professional licenses or training you believe are relevant to the seat you are applying for.

I am fully licensed with the City of Fairbanks and State of Alaska for the Plumbing and Heating trade.