



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2020-16  
**REGULAR MEETING – JUNE 29, 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 June 15, 2020

8. SPECIAL ORDERS

9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) 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. SECOND READING AND PUBLIC HEARING.
- b) 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. SECOND READING AND PUBLIC HEARING.
- c) 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. SECOND READING AND PUBLIC HEARING.
- d) 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. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- \*a) Resolution No. 4923 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Mental Health Trust Authority for the Fairbanks Homeless and Housing Services Coordinator. Introduced by Mayor Matherly.
- \*b) Ordinance No. 6135 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547, and Amending the 2020 City Operating Budget. Introduced by Mayor Matherly.
- \*c) Ordinance No. 6136 – An Ordinance Amending the 2020 Operating and Capital Budgets for the Second Time. Introduced by Mayor Matherly.
- \*d) Ordinance No. 6137 – An Ordinance Amending Fairbanks General Code Chapter 74, Taxation, by Adding a New Article VII, Gasoline Excise Tax. Introduced by Council Members Cleworth, Therrien, Kun, and Rogers.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Appointment to the Fairbanks Diversity Council
- b) Reappointment to the Fairbanks Diversity Council

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

- a) FFU Labor Negotiation Strategy

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, JUNE 15, 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 and with the following Council Members in attendance:

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

Absent: None

Also Present: Margarita Bell, Chief Financial Officer  
Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Jeff Jacobson, Public Works Director  
Mike Meeks, Chief of Staff  
Tod Chambers, Acting Fire Chief (telephonic)  
Christina Rowlett, Risk & Purchasing Agent  
Angela Foster-Snow, HR Director  
Nancy Reeder, Police Chief  
Mike Sanders, Housing & Homeless Coordinator

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** recognized five local organizations for their outstanding commitment to the community during the COVID-19 pandemic: Fairbanks Rescue Mission, Fairbanks Reentry Coalition, Extended Stay America, Fairbanks Youth Advocates, and No Limits Inc.

**Mayor Matherly** recognized City Clerk Snider for having earned her Master Municipal Clerk (MMC) designation.

**Mayor Matherly** read a statement he had previously posted on Facebook regarding police training.

### **CITIZENS' COMMENTS**

Bill Satterberg, 1298 McGrath Road, Fairbanks – Mr. Satterberg asked the Council if he could share a video of an incident that occurred nine months ago involving Fairbanks police officers, and the Council allowed it. Mr. Satterberg proceeded to show the video to the Council. He stated the man was having a mental breakdown, and Officer Broady hit him twice in the face. Mr. Satterberg stated that officers pepper sprayed the man and are later on video laughing about how much pepper spray they used on him. Mr. Satterberg spoke of a different incident where Officer Wixon used excessive force on an unarmed black man. He stated this is putting the City in a position of liability.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger stated he would like the City to automate crosswalks, so people do not have to push the button. He stated that COVID funds should not go to bar owners but should go to The Door and the hospital or the Salvation Army. He spoke in favor of the City having volunteer firefighters and complained that the big union guys would never allow it to happen.

Lisa McEnulty, 1041 Kellum Street, Fairbanks – Ms. McEnulty thanked the Council for addressing the issue of police brutality against minorities. She stated her husband was killed by two Alaska State Troopers just over a year ago and shared that, historically minorities, are treated poorly by law enforcement. She stated she started a Facebook page called “Lisa and Angel” and encouraged everyone to join the page.

Angel Stickman, 1041 Jenny Lee Drive, Fairbanks – Ms. Stickman stated she spoke to the Council about a year ago on the subject of equality, and now police brutality is the issue. She stated the world is responding to the death of George Floyd, and things happen in Fairbanks too. She read a list of names of individuals who were minorities who were killed by law enforcement officers. She stated every officer should have to take de-escalation and other types of training.

**Ms. Rogers** asked Ms. Stickman if she could have a copy of her written testimony since she had read it. Ms. Stickman agreed.

Arleigh Hitchcock, 3293 Rosie Creek Road, Fairbanks – Ms. Hitchcock spoke against Ordinance No. 6133 because it would target people with mental health problems. She stated Alaska has a problem with law enforcement killing minorities, and she believes funding and resources should be put towards mental health rather than the police department.

Amy Welch, 1904 Kittiwake Drive, Fairbanks – Ms. Welch stated she works at Mr. Satterberg’s Office. She stated that there is more footage she would like to share, but she has not been authorized to do so by the client. She stated the client was trying to flee when he was pulled over for a DWI, was tased by officers for 23 seconds, and was left on the cold ground for several minutes. She stated it did not happen long ago, and hearing from the Police Chief that they will look into it is not public accountability.

James Durrett, 518 Front Street, Fairbanks – Mr. Durrett stated he has come before to complain about his neighbor’s abandoned property. He stated 530 Front Street has been condemned, and the utilities have been turned off; yet there are still people residing there. He stated people on bicycles have been hanging out there lately, and he had hoped the property owner would have to finish demolishing the structure.

**Mayor Matherly** asked Mr. Durrett to provide his phone number to Chief of Staff Mike Meeks.

**Ms. Therien** asked Mr. Durrett if he had read the most current version of the nuisance property ordinance. Mr. Durrett stated he had not, but he understands that it is supposed to hold property owners financially responsible for nuisance calls. **Ms. Therrien** gave Mr. Durrett a copy of the ordinance and asked him to read it. She asked him to return in two weeks to add to the conversation. Mr. Durrett thanked Ms. Therrien and stated he would return.

Alex Gagne-Hawes, 1535 Mary Ann Street, Fairbanks – Mr. Gagne-Hawes asked why the City does not have public restrooms. He stated the City’s fee structure is a nightmare, and it is wrong that the City police have to be the security force for property owners who abandon their property. He stated there are people suffering right here in the City of Fairbanks, and they need help.

Amy Gianni, 1082 North Chandler Drive, Fairbanks – Ms. Gianni thanked the Council for supporting the Boys and Girls Club inside City Hall. She stated she is grateful for the facility and for the basketball court for all the kids to use. She stated she could not imagine not being in City Hall and thanked the Council for their continued support of the lease agreement.

**Mr. Gibson** asked what “Club Bucks” are because his kids come home with them. Ms. Gianni stated the kids are rewarded for good behavior, and on Fridays they open a little store at the Club where the kids can purchase school supplies and little toys with their earnings.

Randy Griffin, P.O. Box 70653, Fairbanks – Mr. Griffin mentioned the recent Supreme Court decision that would protect people based on gender identity, and he stated that it was a horrible decision. He stated citizens need to think about who they vote for City Council in October.

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

### **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

**Mr. Cleworth** pulled Resolution No. 4922 and Ordinance No. 6132 from the Consent Agenda.

**Ms. Therrien** pulled Resolution No. 4921 from the Consent Agenda.

**Mr. Pruhs** pulled Ordinance No. 6133 from the Consent Agenda.

**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, as Amended, into the record.

### **APPROVAL OF PREVIOUS MINUTES**

- a) Regular Meeting Minutes of May 11, 2020

APPROVED on the CONSENT AGENDA.

- b) Regular Meeting Minutes of May 18, 2020

APPROVED on the CONSENT AGENDA.

- c) Special Meeting Minutes of May 26, 2016

APPROVED on the CONSENT AGENDA.

- d) Special Meeting Minutes of June 9, 2020

APPROVED on the CONSENT AGENDA.

### **SPECIAL ORDERS**

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Application for Transfer of Ownership, Location, and Name Change and Restaurant Designation Permit:

Type/Lic. #: 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

**Ms. Rogers**, seconded by **Mr. Gibson**, moved to PROTEST the Liquor License Application for Transfer of Ownership, Location, and Name Change and Restaurant Designation Permit until renovations are complete and a Certificate of Occupancy is issued.

Alex Gagne-Hawes – Ms. Gagne-Hawes stated that another liquor license does not need to be added to that problem area. He suggested they move to another neighborhood. He stated people would be stumbling into the street and causing traffic accidents because of the alcohol.

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

**Ms. Rogers** asked about the number of liquor licenses authorized within the City. City Clerk Snider stated she believes there is one more restaurant/eating place (beer and wine) license allowed within the City. **Mr. Cleworth** stated he agrees with Mr. Gagne-Hawes that he does not

want to make the alcohol problem worse. **Ms. Rogers** thanked Mr. Gagne-Hawes for his continued concern and indicated she also has concerns about the alcohol problem in Fairbanks.

**Ms. Therrien** stated she is not concerned with the license at this point and that the Council can review it again when it comes up for renewal.

**Mr. Pruhs** stated a beer and wine license is paired with food; he stated it is not a bar.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE LIQUOR LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP, LOCATION, AND NAME CHANGE AND RESTAURANT DESIGNATION PERMIT UNTIL RENOVATIONS ARE COMPLETE AND A CERTIFICATE OF OCCUPANCY IS ISSUED AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **MAYOR'S COMMENTS AND REPORT**

#### a) Special Reports

Amy Geiger, Explore Fairbanks – Ms. Geiger spoke about Explore Fairbanks' COVID-19 recovery plan and their plans to overcome the obstacles that COVID has created. She stated they are highlighting parks and working with the News Miner and local radio stations to advertise Fairbanks as much as possible. She stated she remains hopeful that the tourism industry will be back, and they are working on every aspect to help to make it happen.

**Mr. Pruhs** thanked Ms. Geiger for all that Explore Fairbanks is trying to do.

**Mayor Matherly** stated that written testimony on Resolution No. 4921 had been submitted prior to the meeting, but it was forgotten under Citizens' Comments. He read Olivia Edwards' written testimony into the record. Ms. Edwards' comments expressed support for Resolution No. 4921. She further stated that she would like to see police funds redirected toward social work, mental health, homelessness, and drug rehabilitation.

**Mayor Matherly** stated he continues to support the Governor's recommendations for COVID-19 safety measures. He shared that his son Hugh's life was saved by a seatbelt over the weekend when he was in a rollover accident. **Mayor Matherly** reminded everyone of the importance of wearing seatbelts, and he thanked all who responded to the accident.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Kun** thanked everyone for coming out to testify.

**Mr. Gibson**, in response to earlier Citizens' Comments, stated that officer-involved shootings are investigated by an outside organization.



**Mr. Cleworth**, in response to Mr. Buberger's earlier comment about crosswalks, stated that crosswalks at intersections with sequences are automatic. He stated he could meet with him later if he would like to discuss it further.

**Mr. Pruhs** thanked the entities who were recognized for their support of the community during the COVID-19 pandemic. He thanked those who testified about the loss of a loved one.

**Ms. Therrien** stated she had no comments.

**Ms. Rogers** thanked everyone for coming out to speak on difficult issues. She thanked Ms. Edwards for her written comments to the Council and shared that she agrees with her.

### **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.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4919 – A Resolution Authorizing the City of Fairbanks to Distribute CARES Act Funds. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4920 – A Resolution Honoring Battalion Chief Ken Mayfield. Introduced by Mayor Matherly and all City Council Members.

PASSED and APPROVED on the CONSENT AGENDA.

- 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.

**Ms. Therrien**, seconded by **Ms. Rogers**, moved to APPROVE Resolution No. 4921.

**Ms. Therrien** explained why she believes that introducing the resolution was important and asked for a unanimous vote by the Council. She stated the community needs to have constructive dialogue and suggested creating a committee to discuss the issue.

**Ms. Rogers** thanked Ms. Therrien for her additional comments about racism in the community.

**Mr. Cleworth** stated he would have liked to discuss the resolution at a Finance Committee meeting, but at this point he would support it. He shared the stories of two City police officers who had some complaints filed against them while he was Mayor. He stated one was let go, and one turned out to be a great officer after corrective action. **Mr. Cleworth** stated that police chiefs have always done a good job handling disciplinary issues and spoke to ideas that have

been used over the years to increase diversity at the Fairbanks Police Department (FPD). He stated the climate nowadays is not supportive of people entering into the law enforcement field, and it is difficult to find people who qualify and are interested in that career. He stated if they lower standards, liability increases. He stated that Chief Reeder is doing a good job.

**Ms. Rogers** asked Mr. Cleworth if he wanted to add anything to the resolution. **Mr. Cleworth** stated he would have just liked to have had more time to study it and possibly add more about what the City has done. He stated there has been a lot of effort put into increasing diversity at FPD, but police recruitment is a frustrating problem nationwide.

**Ms. Therrien** apologized for giving such short notice on the resolution, but she felt the Council needed to respond.

**Mr. Pruhs** thanked Ms. Therrien for introducing the resolution.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4921 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4921 APPROVED.

- 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.

**Ms. Therrien**, seconded by **Mr. Cleworth**, moved to APPROVE Resolution No. 4922.

City Attorney Paul Ewers explained that David Hale is present and can come forward to explain the coverage.

David Hale, Hale & Associates, Inc. Fairbanks – Mr. Hale stated he has been the City's broker for over 20 years, and he gave an overview of the market over the past 15 years. He stated the Alaska Municipal League Joint Insurance Association (AMLJIA) had not received documentation of the City holding safety meetings, but when that was turned in, it brought the premium down significantly. Mr. Hale spoke to the importance of documenting safety meetings to keep costs low and advised the City to increase its liability insurance. He stated it could be used as leverage in the future if premiums increase.

**Mr. Cleworth** stated he understands that the City's risk fund is a reimbursable account through the mill levy under the claims and judgments section of the tax cap. He asked whether insurance premiums should be listed under claims and judgments. Attorney Ewers stated he is still investigating that issue. **Mr. Cleworth** stated that is something that may need attention in the next budget cycle.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4922 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4922 APPROVED.

- 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.

ADVANCED on the CONSENT AGENDA.

- 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.

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to ADVANCE Ordinance No. 6132.

**Mr. Cleworth** stated he has a lot of concerns about the ordinance moving forward and asked Chief Financial Officer Margarita Bell to come forward for a staff report.

**Mayor Matherly** interrupted the meeting to state that he needed to leave for a family emergency. He asked Mr. Cleworth to serve as Mayor pro tem for the remainder of the meeting.

**Mayor pro tem Cleworth** asked Ms. Bell budget questions relating to cash flow, departments budgets, surplus funds, and road maintenance. He stated that the City does not have the revenue to fund the contract. He asked Ms. Bell what the revenue picture would look like and how she will handle it if the contract is funded.

Ms. Bell stated that would be a question for Mayor Matherly, but she does see challenges coming if they do not adjust expenditures. **Mayor pro tem Cleworth** stated they could come up with about \$500,000 in revenue under the cap without going to the voters, and he spoke in favor of the gasoline tax the Council had previously discussed. He stated he has never seen temporary employees be funded retroactively as the contract stipulates, and the City still has three other contracts to address. He stated other unions are going to see the offer and ask for the same, but there is no funding for it. **Mayor pro tem Cleworth** cautioned the methodology of front-loading a contract and asked the City Attorney to weigh in. Mr. Ewers explained the impacts of a front-loaded contract. He stated 5% up front is about the same as 7.5% cumulatively over three years. He stated that funding a contract with the full increase up front has a compounding effect. **Mayor pro tem Cleworth** stated he was going to ask questions of the Mayor because the community is hurting. He pointed out that no City employees have been laid off or have taken a pay reduction during the pandemic. He talked about the impacts to the economy and how the pandemic has affected local businesses. He stated he would support the different percentage increases for the different job classifications, but he would not support front-loading the contract. He expressed concern with the retro pay for temporary workers.

**Ms. Rogers** asked Chief of Staff Mike Meeks to provide an update.

Mr. Meeks stated there are only two surprises with the contract: the virus that caused postponement of ratification and the letter from Mayor Matherly to the AFL-CIO which was distributed at the Finance Committee meeting. He stated that retro pay for the temporary workers added a \$35,000 cost to the contract.

**Ms. Therrien** asked Mr. Meeks to explain the retro pay. Mr. Meeks stated this contract was ready to move forward pre-COVID, then the Mayor pulled it off the agenda because of what was happening with the pandemic. Mr. Meeks explained that the AFL-CIO membership, including temporary employees, voted on whether to accept the offer at that time, and it passed. He explained that the City has been having difficulty keeping temporary workers, and they hope the temporary workers will desire to return to the City next winter.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6132 AS FOLLOWS:

YEAS: Rogers, Gibson, Therrien, Kun

NAYS: Pruhs, Cleworth

**Mayor pro tem Cleworth** declared the MOTION CARRIED.

- 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.

**Mr. Pruhs**, seconded by **Mr. Gibson**, moved to ADVANCE Ordinance No. 6133.

**Mr. Pruhs** thanked Ms. Therrien and Mr. Gibson for introducing the ordinance. He suggested that the state be removed from the list of exempted agencies for liable fees. He explained from a residential real estate perspective that sometimes the state can be a bad landlord, and they should not be exempt from fines and fees.

**Ms. Therrien** thanked Mr. Pruhs for his attention to the issue and stated it could be brought up at the next meeting.

**Ms. Rogers** thanked Mr. Pruhs for his perspective on the issue.

**Mr. Gibson** stated the Council has heard from many property owners about others' abandoned properties, and something needs to be done to help.

**Ms. Kun** stated she is concerned that the ordinance may dissuade people from calling the police when they need help.

**Mr. Pruhs** stated that most of the calls come from landlords, and the ordinance is designed to help property owners.

**Mayor pro tem Cleworth** suggested some clarification that the ordinance applies only to residential properties.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6133 AS FOLLOWS:

YEAS: Gibson, Therrien, Pruhs, Cleworth, Rogers

NAYS: Kun

**Mayor pro tem Cleworth** declared the MOTION CARRIED.

- 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.

ADVANCED on the CONSENT AGENDA.

### **DISCUSSION ITEMS**

- a) Committee Reports

Legislative Information Committee – **Ms. Rogers** reported that the Committee met and shared how strong the Interior Delegation is. She encouraged the Council to diligently continue to move forward no matter the hours it may take.

**Ms. Therrien** stated she would not support diverting funds from the Fairbanks Police Department but that she would support the Mayor setting up a committee to address racism. She stated she could draft something to help make it happen. She stated when the officers are dealing with someone who may be mentally ill, they need the proper training. She shared that it is one of her strategic goals going forward.

FAST Planning Policy Board – **Mayor pro tem Cleworth** stated that Mr. Gibson will be taking over his position on the Board. He encouraged the Council to pay attention to the potential plans for Lacey Street as there has been some discussion of vacating a portion of it.

**Ms. Rogers** thanked Mr. Cleworth for the time he has spent serving on the Policy Board.

### **WRITTEN COMMUNICATIONS TO COUNCIL**

- a) Letter from Council Member Cleworth Regarding the SAFER Grant

ACCEPTED on the CONSENT AGENDA.

- b) Appointment to the Clay Street Cemetery Commission

APPROVED on the CONSENT AGENDA.

- c) Reappointment to the Permanent Fund Review Board

APPROVED on the CONSENT AGENDA.

- d) Reappointment to the Board of Plumber Examiners

APPROVED on the CONSENT AGENDA.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Kun** stated it was an interesting meeting, and she appreciates what was done.

**Ms. Rogers** asked everyone to move forward with a sincere commitment to investing into the community in a way that is concrete and for the greater good. She stated she does not want to allow the community to fall into traps that allow for no progress. She assured the Council that dealing with some issues are essential to avoid tragic results like some of the testimonials that were heard.

**Ms. Therrien** stated the community needs to address its mental health and social issues. She stated there needs to be open dialogue with the community to combat mental health issues.

**Mr. Pruhs** commended Ms. Snider and Mr. Ewers for the work they put into the meeting agenda. He stated that police applicants have been rejected because they did not meet a certain standard, and he encouraged maintaining that standard. He stated that police officers are hard workers, and he commended them for working well during the pandemic.

**Mr. Gibson** spoke to the many emails he has received relating to police training. He wondered whether there are grant funds from the Alaska Mental Health Trust to help with training costs.

**Mayor pro tem Cleworth** asked Police Chief Reeder to talk about the National Alliance on Mental Illness (NAMI) and whether the program is still being used by the City. Chief Reeder stated that it is, but the next training has been cancelled due to the pandemic. **Mayor pro tem Cleworth** congratulated the City Clerk's Office for getting caught up on meeting minutes. He stated that his thoughts are with the Mayor who had to unexpectedly leave the meeting for an emergency.

**Mr. Gibson**, seconded by **Ms. Therrien**, moved to ENTER Executive Session for the purpose of discussing PSEA Fairbanks Police Command Unit (FPCU), FFU, and IBEW Labor Negotiation Strategies.

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

**Mayor pro tem Cleworth** called for a five-minute recess. The Council reconvened in Executive Session following the brief recess.

**EXECUTIVE SESSION**

- a) PSEA Fairbanks Police Command Unit (FPCU) Labor Negotiation Strategy
- b) FFU Labor Negotiation Strategy
- c) IBEW Labor Negotiation Strategy

The City Council met in Executive Session to discuss PSEA Fairbanks Police Command Unit (FPCU), FFU, and IBEW Labor Negotiation Strategies. Direction was given to the negotiating teams, and no action was taken.

**ADJOURNMENT**

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

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

**Mayor pro tem Cleworth** declared the meeting adjourned at 10:40 p.m.

---

JIM MATHERLY, MAYOR

ATTEST:

---

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: EB

**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

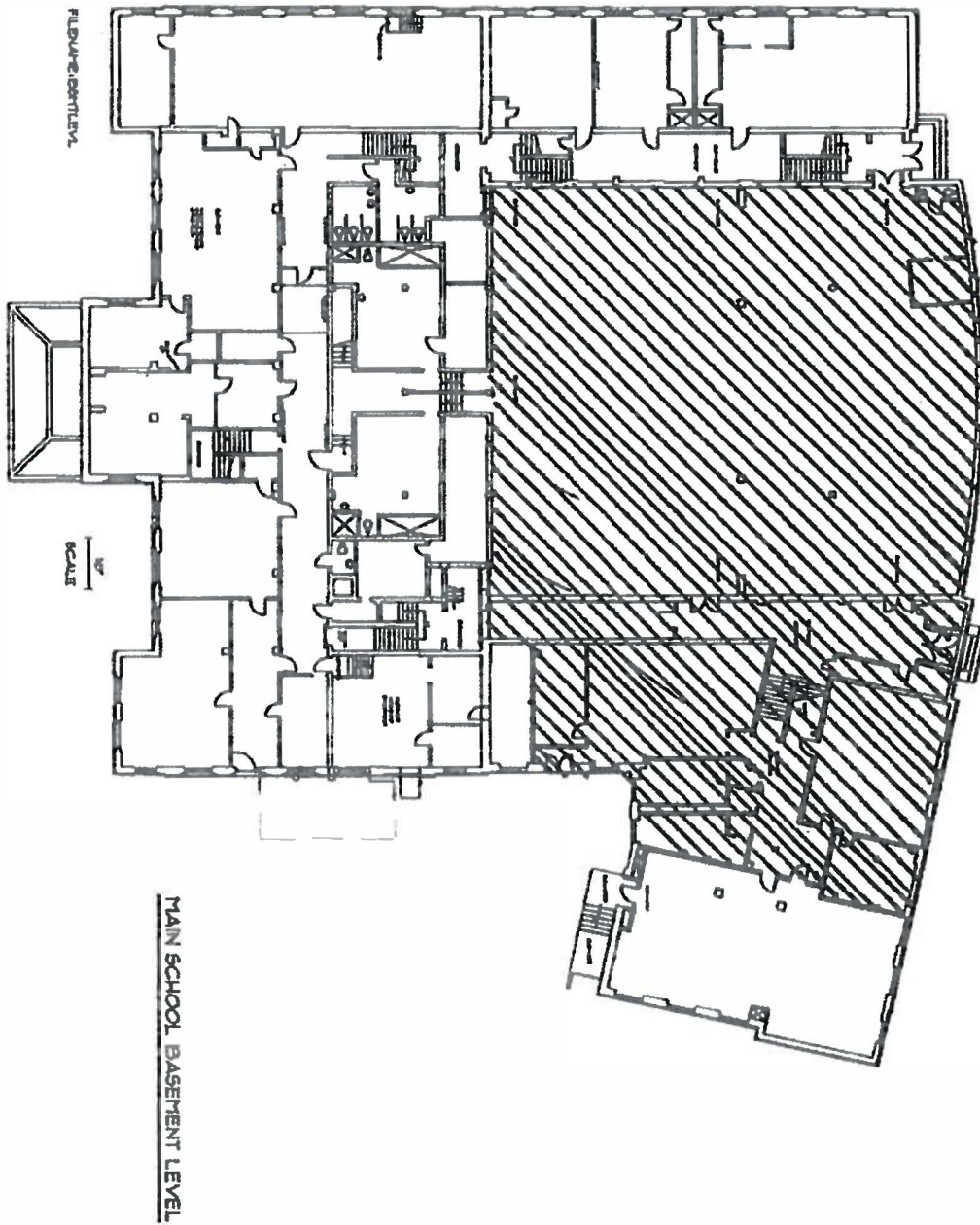
State of Alaska )  
 ) ss  
Fourth Judicial District )

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.

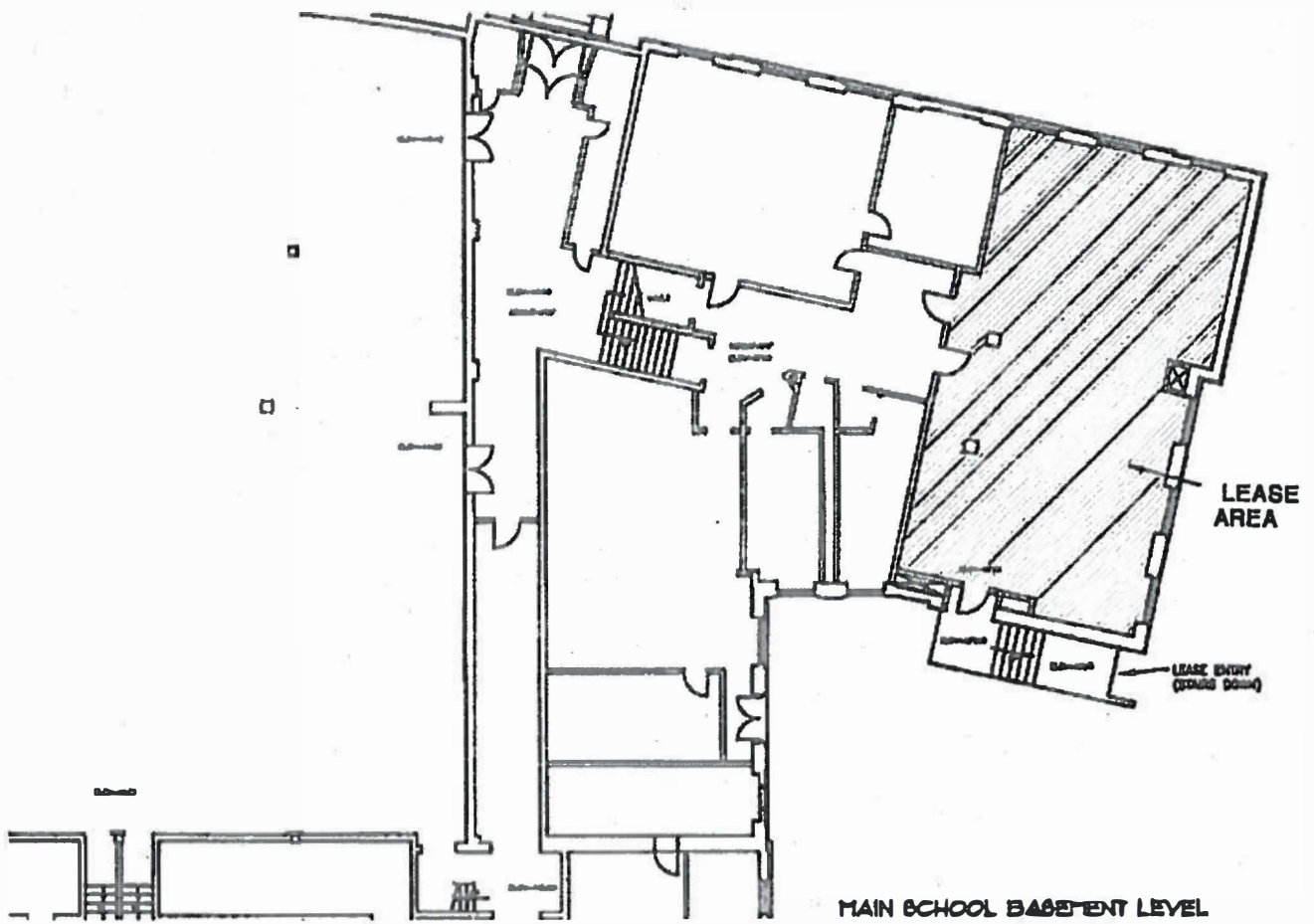
IN WITNESS, I have set my hand and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
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:**

<b>EXPENDITURES:</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>Total</b>
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
<b>TOTAL</b>	<b>\$270,400</b>	<b>\$232,000</b>	<b>\$276,400</b>	<b>\$778,800</b>

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

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 Heath 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

**RESOLUTION NO. 4923**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO  
ACCEPT FUNDS FROM THE ALASKA MENTAL HEALTH TRUST  
AUTHORITY FOR THE FAIRBANKS HOMELESS AND HOUSING  
SERVICES COORDINATOR**

**WHEREAS**, the City of Fairbanks has received notification from the Alaska Mental Health Trust Authority that funds are available to support the Fairbanks Homeless and Housing Services Coordinator; and

**WHEREAS**, the City of Fairbanks has used these funds to retain the Fairbanks Homeless and Housing Coordinator for the purpose of encouraging interagency collaboration amongst local service providers, serving as the primary communicator for the Fairbanks Housing and Homeless Coalition, and working to eliminate homelessness in Fairbanks; and

**WHEREAS**, the City of Fairbanks would receive \$110,000 for personnel services and would continue providing in-kind support of office space, supplies, and administrative support.

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

**PASSED and APPROVED this 29th 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: 4923

Abbreviated Title: ALASKA MENTAL HEALTH TRUST AUTHORITY GRANT

Department(s): MAYOR

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	Personnel	Training	Contract	Total
Homeless and Housing Services Coordinator	\$112,228			\$112,228
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$112,228</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112,228</b>

FUNDING SOURCE:	Personnel	Training	Contract	Total
Alaska Mental Health Trust Authority	\$110,000			\$110,000
Federal CARES Act Funds	\$2,228			\$2,228
				\$0
<b>TOTAL</b>	<b>\$112,228</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112,228</b>

The City of Fairbanks added the Homeless and Housing Coordinator Position in the Mayor's Office and provides in-kind support. The in-kind support comprises of office space and supplies (\$5,900) and administration support (\$22,100).

Reviewed by Finance Department: Initial cp Date 6/18/2020

**ORDINANCE NO. 6135**

**AN ORDINANCE RATIFYING A LABOR AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547, AND AMENDING THE 2020 CITY OPERATING BUDGET**

**WHEREAS**, the three-year collective bargaining agreement between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547 (IBEW), effective January 1, 2018, through December 31, 2020, includes “reopener” provisions for wages and benefits for years two and three; and

**WHEREAS**, IBEW and the City Administration have reached a tentative agreement regarding wages and benefits for year three (2020).

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

**SECTION 1.** That the wage and benefit terms for 2020 of the January 1, 2018 through December 31, 2020 collective bargaining agreement between the City and IBEW, as shown in Attachment A (the “Agreement”), are hereby ratified.

**SECTION 2.** That the terms of the Agreement are ratified by the IBEW membership.

**SECTION 3.** That the 2020 City budget is hereby amended to provide funding for the terms of the Agreement.

**SECTION 4.** That the effective date of this ordinance is August 1, 2020.

---

**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney



# ATTACHMENT A

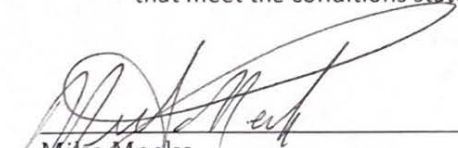
(to Ordinance No. 6135)

**AGREEMENT ON REOPENER NEGOTIATIONS  
FOR 2020 OF THE 2018 – 2020 CBA  
BETWEEN  
THE CITY OF FAIRBANKS  
AND  
IBEW LOCAL 1547**

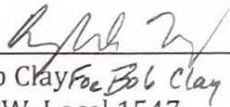
**THE CITY WILL PAY:**

- 1.) An additional 25 cents per hour to the employees' pension, bringing the total City pension payment to \$7 per hour. This additional payment will start one pay period after IBEW and the City Council ratify this agreement. There will not be a retro payment associated with the pension contribution.
- 2.) An additional 92.5 cents per hour to health care costs, bringing the employees' monthly contribution costs down to \$809. This additional payment will start one pay period after IBEW and the City Council ratify this agreement. The City will make this contribution retroactive to January 1, 2020 and the additional payment will be paid one pay period after IBEW and the City Council ratify the agreement.
- 3.) An additional one-time payment of \$1500 to each IBEW member. Conditions for this payment are:
  - Must be a City employee **AND** have the employee's position represented by IBEW on the date of ratification by both the City Council and IBEW members. **AND**
  - Must still be an employee of the City and that position represented by IBEW on December 1, 2020.

Payment of the \$1500, less taxes, will be made one pay period after December 1, 2020 to those that meet the conditions stated above.

  
\_\_\_\_\_  
Mike Meeks  
City of Fairbanks

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Clay  
IBEW, Local 1547

  
\_\_\_\_\_  
Date



**ORDINANCE NO. 6136**

**AN ORDINANCE AMENDING THE 2020 OPERATING  
AND CAPITAL BUDGETS FOR THE SECOND TIME**

**WHEREAS**, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2020 operating and capital budget.

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

**SECTION 1.** There is hereby appropriated to the 2020 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2020 and ending December 31, 2020 (see pages 2 and 3):

**GENERAL FUND**

<u>REVENUE</u>	COUNCIL APPROPRIATION	PROPOSED INCREASE (DECREASE)	AMENDED APPROPRIATION
Taxes, (all sources)	\$ 21,664,300	\$ (1,867,527)	\$ 19,796,773
Charges for Services	5,373,092	-	5,373,092
Intergovernmental Revenues	1,082,400	(274,000)	808,400
Licenses & Permits	1,574,400	-	1,574,400
Fines, Forfeitures & Penalties	565,000	-	565,000
Interest & Penalties	315,500	-	315,500
Rental & Lease Income	150,562	-	150,562
Other Revenues	221,000	-	221,000
Other Financing Sources	4,672,235	-	4,672,235
Total revenue appropriation	<u>\$ 35,618,489</u>	<u>\$ (2,141,527)</u>	<u>\$ 33,476,962</u>
<u>EXPENDITURES</u>			
Mayor Department	\$ 651,464	\$ 18,275	\$ 669,739
Legal Department	198,100	10,215	208,315
Office of the City Clerk	428,817	10,965	439,782
Finance Department	937,565	25,585	963,150
Information Technology	2,365,911	-	2,365,911
General Account	4,619,648	(1,530,000)	3,089,648
Police Department	7,423,941	3,655	7,427,596
Communications Center	2,500,072	3,655	2,503,727
Fire Department	6,766,744	7,310	6,774,054
Public Works Department	8,524,990	274,055	8,799,045
Engineering Department	797,557	32,895	830,452
Building Department	638,629	18,275	656,904
Total expenditure appropriation	<u>\$ 35,853,438</u>	<u>\$ (1,125,115)</u>	<u>\$ 34,728,323</u>
Estimated general fund balance	\$ 10,578,167	\$ -	\$ 10,578,167
Prior year encumbrances	(413,258)	-	(413,258)
Increase (Decrease) to fund balance	178,309	(603,154)	(424,845)
2020 estimated unassigned balance	<u>\$ 10,343,218</u>	<u>\$ (603,154)</u>	<u>\$ 9,740,064</u>

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

\$ 6,945,665

## CAPITAL FUND

<u>REVENUE</u>	COUNCIL APPROPRIATION	PROPOSED INCREASE (DECREASE)	AMENDED APPROPRIATION
Transfer from Permanent Fund	\$ 618,990	\$ -	\$ 618,990
Transfer from General Fund	-	-	-
Public Works	250,000	-	250,000
Garbage Equipment Reserve	249,710	-	249,710
Building	10,000	-	10,000
Police	180,000	-	180,000
Dispatch	140,000	-	140,000
Fire	240,000	-	240,000
IT	210,000	-	210,000
Property Repair & Replacement	145,000	-	145,000
Total revenue appropriation	<u>\$ 2,043,700</u>	<u>\$ -</u>	<u>\$ 2,043,700</u>
 <u>EXPENDITURES</u>			
Public Works Department	\$ 1,255,225	\$ -	\$ 1,255,225
Garbage Equipment Reserve	726,302	-	726,302
Police Department	355,150	-	355,150
Communications Center	174,924	-	174,924
Fire Department	1,040,693	10,000	1,050,693
IT Department	172,170	-	172,170
Road Maintenance	807,921	-	807,921
Property Repair & Replacement	944,091	-	944,091
Total expenditure appropriation	<u>\$ 5,476,476</u>	<u>\$ 10,000</u>	<u>\$ 5,486,476</u>
Estimated capital fund balance	\$ 15,149,148	\$ -	\$ 15,149,148
Prior year encumbrances	(2,694,325)	-	(2,694,325)
Increase (Decrease) to fund balance	(738,451)	(10,000)	(748,451)
2020 estimated assigned fund balance	<u>\$ 11,716,372</u>	<u>\$ (10,000)</u>	<u>\$ 11,706,372</u>

**SECTION 2.** All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2020 and ending December 31, 2020.

**SECTION 3.** The effective date of this ordinance shall be the 13th day of July 2020.

\_\_\_\_\_  
**Jim Matherly, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney

**FISCAL NOTE**  
ORDINANCE NO. 6136  
AMENDING THE 2020 OPERATING AND CAPITAL BUDGETS  
FOR THE SECOND TIME

**General Fund**  
**\$2,141,527 Decrease in Revenue**  
**\$1,125,115 Decrease in Expenditures**

**Revenue**

1. Tax Revenue
  - \$132,473 increase for property taxes
  - \$2,000,000 decrease for hotel/motel taxes
2. Charges for Services
3. Intergovernmental Revenues
  - \$274,000 decrease for municipal assistance
4. License and Permits
5. Other Revenue
6. Other Financing Sources

**Expenditures**

1. Mayor's Office
  - \$3,655 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
  - \$14,620 increase in benefits and one-time bonus for FGC Employees
2. City Attorney's Office
  - \$3,655 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
  - \$6,560 increase in benefits and one-time bonus for FGC Employees
3. City Clerk's Office
  - \$7,310 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
  - \$3,655 increase in benefits and one-time bonus for FGC Employees

4. Finance Department
  - \$25,585 in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
5. Information Technology
6. General Account
  - \$20,000 increase for OSHA compliance
  - \$1,550,000 decrease for contributions to Explore Fairbanks
7. Police Department
  - \$3,655 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
8. Dispatch
  - \$3,655 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
9. Fire Department
  - \$7,310 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
10. Public Works
  - \$270,400 increase in salaries and benefits for AFLCIO CBA (Ordinance 6132)
  - \$3,655 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
11. Engineering
  - \$32,895 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)
12. Building Department
  - \$18,275 increase in benefits and one-time bonus for IBEW CBA (Ordinance 6135)

**Capital Fund**  
**\$0 Increase in Revenue**  
**\$10,000 Increase in Expenditures**

**Revenue**

- Other Financing Sources

**Expenditures**

1. Public Works
2. Garbage Equipment Reserve
3. Police Department
4. Communications Center
5. Fire Department
  - \$10,000 increase for brush truck improvements
6. IT Department
7. Road Maintenance
8. Property Repair & Replacement

## **ORDINANCE NO. 6137**

### **AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE CHAPTER 74, TAXATION, BY ADDING A NEW ARTICLE VII, GASOLINE EXCISE TAX**

**WHEREAS**, the Charter for the City of Fairbanks contains a tax cap which allows the City to raise the cap amount each year to account for inflation, new construction, and voter approved additional services; and

**WHEREAS**, the original tax cap was changed years ago which created a "cap within the cap" making it very difficult to collect any increases that are otherwise allowed each year; and

**WHEREAS**, the implementation of an excise tax only on gasoline sold within the city limits will allow the City to collect increases allowed under the tax cap; and

**WHEREAS**, if the revenues generated by the gasoline excise tax exceed the amount allowed by the Tax Cap formula, then the mill rate will be reduced as required by the Charter.

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

**Section 1.** Fairbanks General Code Chapter 74, Taxation, is hereby amended by adding a new Article VII, Gasoline Excise Tax, as follows:

#### **ARTICLE VII. GASOLINE EXCISE TAX**

##### **Sec. 74-300. Definitions.**

The following words, terms, and phrases, when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Any words, terms, and phrases not defined in this section will have the meaning given in AS 43.40.100 or regulations adopted by the state to implement its motor fuel tax pursuant to AS 43.40:

*Certificate of registration* means the certificate issued by the chief financial officer under section 74-302.

*Certificate of use* means the certificate provided to the State of Alaska Department of Revenue, Tax Division, that is obtained by the dealer from a



gasoline purchaser at the time of the first sale or transfer of the gasoline to that purchaser stating the gasoline that has been or will be purchased or received is not intended for use as taxable gasoline.

*Chief Financial Officer* means the chief financial officer of the City of Fairbanks or designee.

*City* means the City of Fairbanks.

*Common storage tank* means a storage tank serving taxable and exempt uses, or multiple taxable uses to which various tax rates apply.

*Direct-buying retailer* means a person who is engaged in the sale of gasoline at retail in the city and who brings, or causes to be brought, gasoline into the city.

*Distributor* means a person who:

- (1) Brings gasoline, or has gasoline brought, or causes it to be brought, into the city and who sells or distributes gasoline to others for resale in the city; or
- (2) Ships or transports gasoline to a retailer in the city for sale by the retailer; and
- (3) Includes qualified dealers.

*Department* means the Finance Department of the city.

*Export* means the transport of gasoline as cargo out of the city by or for the seller or purchaser and intended for use or resale outside city limits.

*Gasoline* means a liquid substance refined, compounded, or produced primarily for the purpose of use in an engine. This does not include aviation fuel or diesel fuel.

*Official use* means use by a federal, state, or local government agency but does not include: (1) consumption by a contractor who purchases gasoline either for its own account or as the agent of a governmental agency for use in the performance of a contract with that agency; (2) use in a private vehicle; or (3) sales of gasoline.

*Person* includes an individual, company, partnership, limited liability partnership, joint venture, joint agreement, limited liability company, association (mutual or otherwise), corporation, estate, trust, business trust, receiver, trustee, syndicate, a direct buying retailer, distributor, or any combination acting as a unit.

*Qualified dealer* means a person who refines, imports, manufactures, produces, compounds, or wholesales gasoline.

*Retailer* means a person in the city who is engaged in the business of selling gasoline at retail.

*Tax* means the gasoline excise tax as levied under this article.

*Wholesale price* means the established price for which a distributor sells gasoline to a retailer.

**Sec. 74-301. Imposition of excise tax on gasoline.**

(a) The city hereby levies an excise tax on the distribution of gasoline brought into the city in the amount of five cents per gallon.

(b) It is the intent and purpose of this article to provide for the collection of the excise tax from the person who brings, or causes to be brought, gasoline into the city. The excise tax is levied when:

- (1) A person brings, or causes to be brought, gasoline into the city from outside the city for sale; or
- (2) A person ships or transports gasoline to a retailer in the city for sale by a retailer.

**Sec. 74-301.1. Exemptions; no deferral for mixed purchases.**

(a) The following transactions are exempt from the tax levied by Sec. 74-300.

- (1) gasoline that is sold or transferred between distributors;
- (2) gasoline that is sold or transferred to a person obtaining gasoline with a valid certificate of use;
- (3) gasoline that is exported outside City limits;
- (4) gasoline that is purchased for use by federal, state, or local government agencies, unless the gasoline is purchased for the purpose of resale; and
- (5) loss of volume of gasoline that occurs during handling, transportation, and storage, including loss of volume due to temperature changes of gasoline.

(b) The election to defer payment of gasoline tax provided by the state to certain persons pursuant to 15 AAC 40.320 for sales or transfers for mixed uses is not provided by the city. A sale or transfer of gasoline for mixed use purposes to a common storage tank will be fully taxed, and after resale or

use for an exempt purpose the purchaser may apply for a credit with appropriate documentation in accordance with sections 74-303.3.

**Sec. 74-301.2. Due date; delinquency.**

The obligation for the payment of the tax is upon the distributor. All taxes imposed by this article shall become a liability to the distributor at the time of sale and are delinquent if not paid when due.

**Sec. 74-302. Registration and certification.**

(a) All persons subject to this article must possess a current certificate of registration for the purpose of remitting the tax under this article, prior to commencing business or opening additional places of business.

(b) All persons requiring a certificate of registration under (a) of this section must first possess a valid state motor fuel distribution license issued in accordance with AS 43.40.100(3) and 15 AAC 40.600.

(c) Upon receipt of a properly executed application for the certificate of registration, on a form prescribed by the chief financial officer, the chief financial officer will issue without charge a certificate of registration. The certificate of registration shall bear the name of the distributor, and the address of the registered place of business. The certificate must be prominently displayed at the place of business named on the certificate.

(d) The certificate of registration is neither assignable nor transferable. The distributor shall immediately surrender the certificate to the chief financial officer if the distributor ceases to do business at the location named on the certificate, or if the distributor otherwise sells, assigns, transfers, conveys, or abandons the distributor's business to any person or any other entity. When there is change of address for the distributor's place of business, a new certificate of registration is required bearing the same registration number but showing the new location address.

(e) A distributor must submit a new updated application as prescribed by the chief financial officer upon any change in form of ownership, business name, or contact information. The chief financial officer, after receipt of the updated application shall then determine whether a new certificate of registration should be issued. If a new certificate of registration is issued, the distributor must first surrender the prior certificate of registration to the chief financial officer before taking possession of the new certificate.

(f) The chief financial officer may revoke a certificate of registration if a person fails to comply with any of the provisions of this article. A distributor

may not engage in any activities covered by this article while the certificate of registration is revoked.

(g) Any distributor who violates any requirement of this section is subject to the penalties provided under this article. The city is entitled to injunctive relief to prevent the distributor from engaging in activities covered under this article until the distributor complies with the requirements of this section.

**Sec. 74-303. Tax return; transmittal; and payment of taxes due.**

(a) On or before the 15th day of each calendar month, the distributor shall file with the chief financial officer a tax return and remit payment for the preceding month upon forms furnished by the city for each place of business. The tax return shall state the wholesale value of the gasoline sold by the distributor during the preceding calendar month, and other information which the chief financial officer requires. If a distributor ceases to sell gasoline, the distributor shall immediately file with the chief financial officer a return for the period ending with the cessation.

(b) Every distributor holding a certificate of registration in the city shall sign and transmit the return together with applicable taxes to the city on or before the proper date.

(c) A return shall be filed by every distributor possessing a current certificate of registration, even if the distributor has not engaged in taxable transactions during the reporting period.

(d) All returns must be received by the city clerk's office no later than 4:00 p.m. on the 15th day of the month following tax collection. Postmarks will not be considered.

**Sec. 74-303.1. Estimated tax.**

If the city is unable to ascertain the tax due to be remitted by a distributor by reason of the failure of the distributor to keep accurate books, allow inspection, failure to file a return or falsification of records, the city may make an estimate of the tax due based on any available evidence. Notice of the city's estimate of taxes due shall be mailed to the distributor. Unless the distributor files an accurate monthly report covering the time period subject to the city's estimate or files an appeal within 30 days of the mailing of the city's estimate, the city's estimate shall become final for the purpose of determining the distributor's tax liability.

**Sec. 75-303.2. Administrative appeals.**

(a) A distributor may appeal to the city mayor any estimated tax, penalties, costs fees, or other decision under this article made by the chief financial officer. Any appeal must be filed within 30 days after the notice of any decision is mailed to the distributor. The failure to appeal a decision of the chief financial officer renders the decision final.

(b) The appeal must state the legal and factual basis for the appeal and include all written evidence relevant to the appeal within the appellant's possession. If the appeal raises relevant questions of fact, the city mayor or designee shall conduct a hearing. At the hearing, the parties shall have the right to present testimony and cross-examine witnesses. The mayor or designee shall then issue a written or recorded decision that includes findings of fact.

(c) An administrative appeal decision by the city mayor is a final decision that shall be enforced under this article unless stayed by court order or by agreement of the city and appellant. The city mayor's final decision may be appealed to superior court in the fourth judicial district as provided by state law.

**Sec. 74-303.3. Presumption; credit.**

(a) Every wholesale sale of gasoline which is made within the city, unless explicitly exempted by this article or a subsequent ordinance, shall be presumed to be subject to the tax imposed under this article in any action to enforce the provisions of this article.

(b) A credit shall be allowed for taxes erroneously paid under protest. Such credit shall be made by the chief financial officer after receipt and review of documentation and amended return supporting such request. Upon receipt of such documentation, the chief financial officer shall examine the documentation and shall submit the decision in writing within 15 days.

**Sec. 74-303.4. Tax returns; confidential information.**

(a) All returns filed with the city for the purpose of complying with the terms of this article and all data obtained from such returns are declared to be confidential, and such returns and data obtained from such returns shall be kept from inspection of all persons except the chief financial officer, and the city attorney; nevertheless, upon the advice of the city attorney, the chief financial officer may present to the finance committee or city council in private sessions assembled, any return or data obtained from such returns.

(b) It is unlawful for any city employee to publicly divulge to another any financial information obtained from any return filed with the city or from any data obtained from any such returns unless authorized by distributor or other person receiving such information is permitted to view such returns under the terms of this article.

(c) It shall be the duty of the chief financial officer to safely keep the returns referred to in this article and all data taken from such returns secure from public inspection and secure from all private inspection except as provided in the article; and the chief financial officer may, after six years from the date any such return has been filed, destroy the return.

(d) The use of such returns in a criminal or civil action brought to enforce the terms of this article against any person shall not be deemed a violation of this article; and the city in the prosecution of any such action may allege, prove and produce any return theretofore filed by and in behalf of the defendant, including any data obtained from such return, other provisions of this article to the contrary notwithstanding.

(e) Nothing contained in this article shall be construed to prohibit the delivery to a person or his duly authorized representative a copy of any return or report filed by him, nor to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and their items.

**Sec. 74-304. Recordkeeping duty; investigation.**

(a) A distributor under this article shall keep a complete and accurate record of all gasoline manufactured, purchased, or acquired. The records, except in the case of a manufacturer, must include:

- (1) A written statement containing the name and address of the seller and the purchaser;
- (2) The date of delivery;
- (3) The quantity of gasoline;
- (4) The trade name and brand; and
- (5) The price paid for each brand of gasoline purchased. The distributor shall keep such other records as the director prescribes. All statements and records required by this section shall be preserved for six years and shall be offered for inspection upon demand by the city.

(b) A distributor may not issue or accept a written statement that falsely indicates the name of the customer, the type of merchandise, the price, the discounts, or the terms of sale.

(c) Where an invoice is given or accepted by a distributor:

- (1) A statement that makes the invoice a false record of the transaction may not be inserted in the invoice; and
- (2) A statement that should be included in the invoice may not be omitted from the invoice if the invoice does not reflect the transaction involved without the statement.

(d) In addition to all other record keeping requirements under this article, a distributor shall maintain all written and electronic records relating to any gasoline purchased, manufactured, or acquired or sold which is covered under this article, for a period of six years after such transaction, including but not limited to:

1. All local, state, and federal tax reports and forms;
2. All accounting records;
3. All purchase and sales invoices; and
4. All documentary evidence supporting any exemption provided under this article.

(e) Upon reasonable notice, a distributor shall make all records and materials specified in subsections (a) and (d) of this section available for the chief financial officer's or authorized representative's inspection during customary business hours.

(f) The chief financial officer may conduct random audits of distributor's monthly tax returns by examining any of the records and materials specified in subsections (a) and (d) of this section and other data deemed necessary.

(g) For the purpose of ascertaining the correctness of a return or for the purpose of determining the amount of tax due, the chief financial officer or mayor may hold investigations and hearings concerning any matters covered by this article and may examine any relevant books, papers, records or memoranda of any such person, and may require the attendance of such person, or any officer or employee of such person. The mayor shall have the power to administer oaths to such persons. The mayor shall issue all formal subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda.

(h) All subpoenas issued under the terms of this article may be served by any person. The fees of witnesses for attendance and trial shall be the same as the fees of witnesses before the superior court, such fees to be paid when the witness is excused from further attendance. When a witness is subpoenaed at the instance of any party to any such proceeding, the mayor may require that the cost of service of the subpoena and the fee of the witness be borne by the party at whose instance the witness is summoned.

In such case the mayor may, at his discretion, require a deposit to cover the cost of such service and witness fees. A subpoena issued shall be served in the same manner as a subpoena issued out of a court of record.

(i) The superior court, upon the application of the city, is empowered to compel obedience to such subpoena and compel the attendance of witnesses, the production of relevant books, papers, records or memoranda in the same manner and extent as witnesses may be compelled to obey the subpoenas and order of the court. For purposes of this section, the term "witness," in addition to any person covered under the terms of this article, shall include any person or entity with knowledge or information relevant to sales made under this article.

(j) The mayor, or any party in an investigation or hearing before the mayor, may cause the deposition of witnesses residing within or outside the state to be taken in the manner prescribed by law for like depositions in civil actions in courts of this state, and to that end compel the attendance of witnesses and the production of relevant books, papers, records or memoranda.

**Sec. 74-305. Unlawful possession or sale.**

A person who offers to sell or dispose of gasoline to others for the purpose of resale without being registered to do so is considered to have possession of gasoline as a distributor and is personally liable for the tax, plus a penalty of 25 percent.

**Sec. 74-305.1. Recovery of taxes.**

(a) Taxes due but not paid may be recovered by the city by an action at law against the distributor. Gasoline excise tax returns shall be prima facie proof of taxes not transmitted.

(b) In addition to any other remedies and administrative procedures provided under this article, the city may file a civil action against any distributor for recovery of any tax, unremitted tax, penalties, interest, costs, and fees, that have not been paid or remitted when due.

(c) Any person who holds an ownership interest in a distributor, or any other person who is an agent of the distributor, is personally liable for all taxes, penalties, and interest due from such distributor under this article.

**Sec. 74-305.2. Tax lien.**

(a) Any tax, unremitted tax, penalties, interest, costs and fees that this article requires a distributor to pay or remit shall constitute a lien in favor of



the city upon all assets, earnings, revenue and property of the distributor. This lien arises when any such payment or remittance is not made when due and continues until the payment or remittance is fully satisfied through execution, foreclosure sale, or any other legal means. This lien is not valid as against a mortgagee, pledge, purchaser, or judgment creditor until notice of the lien is recorded in the office of the district recorder for the fourth judicial district.

(b) When recorded, a lien authorized under this section has priority over all other liens except those for property taxes and special assessments and all liens perfected before the recording of the excise tax lien for amounts actually advanced before the recording of the excise tax lien and mechanics' and materialmen's liens which have been recorded before the recording of the excise tax lien. Upon such filing, the lien is superior to all other liens except as otherwise provided by state or federal law.

**Sec. 74-305.3. Foreclosure.**

(a) Delinquent gasoline excise tax liens on real property may be enforced by foreclosure.

(b) Tax liens shall be foreclosed in the manner provided for in sections 58-49 through 58-61.

**Section 74-305.4. Interest rate; administrative costs.**

(a) A simple interest rate of 1.25 percent per month, or a lesser rate if required by state law, will accrue on all unremitted taxes, not including penalty and administrative fees, from the original due date provided under this section until remitted in full.

(b) In addition to any other penalties imposed under this article, a distributor shall pay any administrative fees, outside collection agency fees, attorney fees, and other costs and fees incurred by the city or its agent(s) in connection with any collection, or attempted collection, from the seller of any unremitted tax, unpaid interest, or unpaid penalties due under this article.

(c) The city will apply a distributor's payment in the following order: first to any unpaid administrative fees, outside collection agency fees, attorney fees, and other collection costs and fees; second to any unpaid penalties; third to any unpaid interest that has accrued on unremitted taxes; and fourth, to the principal of any unremitted taxes.

**Section 74-306. Penalties for violations.**

(a) *Failure to file or remit.* A distributor having taxable transactions under this article in the city and who thereafter fails to file a gasoline tax return or remit the collected tax as required by this article shall incur a civil penalty of \$100.00 if the return or the tax is received later than the last day of the month in which it is due and shall incur a civil penalty of \$1,000.00 if the return or the tax is received later than the last day of the next month following the month in which it was due.

(b) *Non-retention of records.* A distributor who does not provide required records upon request as listed in section 74-304 shall incur a civil penalty of \$1,000.00.

(c) *False statements.* Any person who makes any false statement to the chief financial officer or mayor which is material in determining whether a transaction is taxable under this article is guilty of a misdemeanor and shall be punished as provided in section 1-15.

(d) *Certificate of registration.* Any person and any officer of a corporate distributor failing to file a certificate of registration or failing to furnish the data required in connection with such certificate or failing to display or surrender the certificate of registration as required by this article, or attempting to assign or transfer such certificate shall be guilty of a misdemeanor and shall be punished as provided in section 1-15.

(e) *Penalty.* Any person who violates any of the provisions of this article shall be guilty of a misdemeanor and shall be punishable as provided in section 1-15. A separate offense shall be deemed committed upon each day of a continuing violation.

**Sec. 74-307. Collection policy.**

It shall be the policy of the city that delinquent taxes shall be promptly collected without offset, compromise, or time extensions for payment.

**Sec. 74-308. Rules and regulations.**

(a) The mayor is empowered to enact rules and regulations to implement the tax levied under this article.

(b) The chief financial officer shall take all lawful and necessary actions to administer this article including, but not limited to, adopting and revising procedures, fees, and written guidelines for the determination of the taxability of transactions.

(c) The chief financial officer may also take other lawful actions to administer this article including, but not limited to, issuing written determinations, upon request, of the taxability of transactions and contracting services for collection of delinquent accounts.

(d) With the approval of the chief financial officer, the finance department staff shall prepare, implement, and revise forms for the administration of this article.

**Section 2.** That the effective date of this Ordinance shall be the 1st day of January 2021.

---

**Jim Matherly, City 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: 6137

Abbreviated Title: GASOLINE EXCISE TAX

Department(s): ALL DEPARTMENTS

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No X

If yes, what is the estimate? \_\_\_\_\_

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	TOTAL
GENERAL FUND EXPENDITURES	\$500,000
<b>TOTAL</b>	<b>\$500,000</b>

FUNDING SOURCE:	TOTAL
GENERAL FUND REVENUE - GASOLINE EXCISE TAX	\$500,000
<b>TOTAL</b>	<b>\$500,000</b>


The ordinance would levy an excise tax on the distribution of gasoline brought into the City in the amount of five cents per gallon beginning January 1, 2021. The obligation for the payment of the tax is upon the distributor.

Reviewed by Finance Department: Initial mb Date 6/24/2020

*City of Fairbanks*



**MEMORANDUM**

To: City Council Members  
From: Jim Matherly, City Mayor   
Subject: Request for Concurrence - Fairbanks Diversity Council  
Date: June 24, 2020

---

The term of longtime Diversity Council member Montean Jackson (Seat C) will expire on June 30, 2020. Ms. Jackson has indicated that she does not plan to reapply and would like to give others an opportunity. To fill the upcoming vacancy, I hereby request your concurrence to the appointment of the following new member:

Seat C      Mr. Jose Luis Martinez, II      Term Expires: June 30, 2023

Mr. Martinez's application is attached.

Thank you.

dds/



## Board Details

The purpose of the Fairbanks Diversity Council (FDC) is to provide a citizens' forum to the City Council and the Borough Assembly, provide advice and recommendations to promote equal opportunity for all members of the public, serve as a diversity advisory board, and recommend adoption of a Diversity Action Plan.

The Fairbanks Diversity Council has adopted the following Mission Statement:

The City of Fairbanks recognizes that our community is a diverse one, with a wide variety of ethnic backgrounds, cultures, beliefs and orientations and recognizes this diversity as an asset and resource for our community. The establishment of a Fairbanks Diversity Council can provide the City Council and Fairbanks North Star Borough Assembly with advice and recommendations to promote equal opportunity for all members of the public.

---

### Overview

**Size** 14 Seats

**Term Length** 3 Years

**Term Limit** N/A

---

### Additional

## **Board/Commission Characteristics**

The FDC will consist of 11 voting members, 10 of which will be appointed by the City Mayor and subject to approval by the City Council. All members must be members of the Fairbanks community. One of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as non-voting Chairperson. A First Vice-Chairperson and a Second Vice-Chairperson shall initially be appointed by the City Mayor from the membership, subject to the approval of the FDC. Following initial appointments, Vice-Chairpersons will serve one year in each position progressively: Second Vice-Chairperson, First Vice-Chairperson, then Past Vice-Chairperson. A new Second Vice-Chairperson will be appointed by the City Mayor every July, with approval of the membership. Upon approval of the appointment, the progression of Vice-Chairpersons will take place. If a Vice-Chairperson vacates their position before the progression is complete, the City Mayor will appoint a replacement, subject to the approval of the membership. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

## **Meetings**

A quorum shall be necessary to conduct a meeting. A quorum shall consist of six public voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Meetings are held on the second Tuesday of each month at 5:30 p.m. in the City Council Chambers at City Hall. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The City Clerk shall supply the FDC with administrative support.

<https://www.fairbanksalaska.us/bc-diversity> <b>Approved Resolutions</b>

## **Enacting Legislation**

FGC 2-231 through 2-235

## **Enacting Legislation Website**

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

## **Joint Commission Details**

The FDC shall include 11 public voting members broadly selected to represent the diverse people of the Fairbanks community. Ten members shall be appointed by the City Mayor subject to the approval of the City Council. One member shall be appointed by the Fairbanks North Star Borough Mayor subject to the approval of the Fairbanks North Star Borough Assembly.

## **Email the Commission Members**

diversitycouncil@fairbanks.us

**Profile**

Jose Luis II

First Name

Martinez H

Last Name

Email Address

Street Address

Suite or Apt

Fairbanks

City

AK

State

Postal Code

**Mailing Address**

**Are you a City of Fairbanks resident? \***

Yes

Primary Phone

Alternate Phone

Edward Jones Investments

Employer

Financial Advisor

Job Title

**Which Boards would you like to apply for?**

Fairbanks Diversity Council: Submitted

**Interests and Experiences**

Question applies to Fairbanks Diversity Council

**Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.**

As a life-long Alaskan of Mexican decent, I am able to contribute various points of views to our community. My life experiences in Latino and American culture have allowed me to learn from various ethnic cultures.

**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?**

As a life-long Alaskan I want to contribute back to my community I hopes to help it improve for our future generations. I currently serve on the state wide bird for Alaska Children's Trust, and am past president (twice) for Fairbanks Golden Heart Rotary.



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

---

I am a life-long Alaska raised in Fairbanks. My family immigrated from Mexico in the 1950's to start their own business. My father has operated his business in Fairbanks for nearly 50 years. I am a local business owner and have been in many leadership roles with the intention of helping others. My Wife of over 16 years is from México City, and we have 3 children. I volunteer for FYSA, BBBS, Catholic Schools of Fairbanks, Rotary, and other local non-profits. I enjoy being involved and helping others.

---

Upload a Resume

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

---


N/A

*City of Fairbanks*



**MEMORANDUM**

To: City Council Members  
From: Jim Matherly, City Mayor  
Subject: Request for Concurrence – Fairbanks Diversity Council  
Date: June 25, 2020



---

The term of Seat D on the Fairbanks Diversity Council, currently filled by Ms. Juanita Webb, will expire on June 30, 2020.

Ms. Webb would like to continue serving on the Diversity Council. I hereby request your concurrence to the following **reappointment**:

Seat D: Ms. Juanita Webb Term to Expire: June 30, 2023

Ms. Webb's application is attached.

Thank you.

dds/

**Profile**

Juanita

First Name

Webb

Last Name

Email Address

Street Address

Suite or Apt

Fairbanks

City

AK

State

Postal Code

**Mailing Address**

**Are you a City of Fairbanks resident? \***

Yes

Primary Phone

Alternate Phone

Retired Safeway

Employer

Retail store manager

Job Title

**Which Boards would you like to apply for?**

Fairbanks Diversity Council: Submitted

**Interests and Experiences**

Question applies to Fairbanks Diversity Council

**Please tell us how your diversity will benefit and contribute to the mission and purpose of the Fairbanks Diversity Council. You may list any group, club, organization, etc. that you are formally affiliated with.**

I believe my diverse life and work experience has opened me up to a very diverse thought process. I have been treated less than because of being a female, because of being part Charakee. I have been part of Diversity Councils within my career and on local levels as well.

**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?**

Enjoy participating in local groups that are able to facilitate change for the overall good of my community.

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

---

Currently: PCA/pca coordinator for disabled family member, baking assistance, senior companion program (4 clients), meals on wheels program phone contact for wellness checks, Health and Social Services Commission, Host Lions Club President, Wallbusters member. 16 year career with Safeway with most of those years in management.

---

Upload a Resume

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

---

Diversity training with Safeway corporation, life experiences.