



FAIRBANKS CITY COUNCIL
AGENDA NO. 2021-04
REGULAR MEETING – FEBRUARY 22, 2021
MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT
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, special procedures are being implemented for City Council Meetings. The Mayor, Council Members, and the public may participate remotely during this time. Citizens may have written comments read into the record if submitted to the City Clerk in advance, or citizens may provide testimony via Zoom webinar if registered to do so in advance of the meeting (the three-minute time limit applies to all forms of public testimony). 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 must wear a mask or face covering (masks will be provided to those who do not have one). 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 January 25, 2021

8. SPECIAL ORDERS

a) The Fairbanks City Council will hear interested citizens concerned with the following application for a New Marijuana Retail Store License. Public Testimony will be taken and limited to three minutes.

Type: Marijuana Retail Store, #26251
DBA: GoodSinse, LLC
Applicant: GoodSinse, LLC
Address: 29 College Road, Suite 8C, Fairbanks, Alaska

b) The Fairbanks City Council will determine the costs and method of recovery of costs for the abatement at 33 Timberland Drive (Lot 6, Block 1, Timberland Subdivision), Fairbanks, Alaska.

Note: The purpose of this hearing is to:

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

9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6144 – An Ordinance Amending Fairbanks General Code Chapter 2, Article V, Division 3, by Adding a New Section 2-658 Regarding Grant Procedures. Introduced by Council Member Gibson. SECOND READING AND PUBLIC HEARING.
- b) Ordinance No. 6148 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers Local 1547. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 4955 – A Resolution to Apply for and Accept Funds from the Alaska Mental Health Trust Authority for the Crisis Now Community Coordinator. Introduced by Mayor Matherly and All City Council Members.
- *b) Resolution No. 4956 – A Resolution Honoring Elizabeth Peratrovich and Recognizing Elizabeth Peratrovich Day. Introduced by Council Member Kun.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- a) Appointment of Chief of Police
- *b) Building Code & Landscape Review & Appeals Commission Meeting Minutes of January 5, 2021
- *c) Building Code & Landscape Review & Appeals Commission Meeting Minutes of January 12, 2021
- *d) Building Code & Landscape Review & Appeals Commission Meeting Minutes of January 19, 2021
- *e) Building Code & Landscape Review & Appeals Commission Meeting Minutes of January 26, 2021
- *f) Building Code & Landscape Review & Appeals Commission Meeting Minutes of February 2, 2021

*g) Building Code & Landscape Review & Appeals Commission Meeting Minutes of February 9, 2021

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

a) Fairbanks Firefighters Union Labor Negotiation Strategy

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, JANUARY 25, 2021
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:45 p.m. Work Session for the City Permanent Fund Annual Report, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding (remotely) and with the following Council Members in attendance:

Council Members Present: Shoshana Kun, Seat A
June Rogers, Seat B (remotely)
Valerie Therrien, Seat C
Aaron Gibson, Seat D
Lonny Marney, Seat E
Jim Clark, 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 (remotely)
Mike Meeks, Chief of Staff
Kristi Merideth, FECC Manager (remotely)
Angela Foster-Snow, HR Director
Bob Pristash, City Engineer
Tod Chambers, Fire Chief (remotely)
Geoff Coon, Assistant Fire Chief (remotely)
Richard Sweet, Acting Police Chief
Ron Dupee, Acting Deputy Police Chief
Anthony Laska, FPD
Gerrit Butler, FPD
Brett Welborn, FPD
Caleb Condon, FPD

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

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly led the Flag Salutation.

CEREMONIAL MATTERS

Mayor Matherly introduced new police officer, Caleb Condon. He stated that Caleb had been born in Fairbanks to Dan and Kathy Condon. He added that Caleb's father had served with the Fairbanks Fire Department for 22 years and that Caleb had begun his law enforcement career in 2018 with the Fairbanks International Airport Police Department. **Mayor Matherly** shared that Caleb enjoyed spending time outdoors with family and friends, as well as participating in athletic activities. He added that it was nice to add another fine local to the FPD and asked Acting Chief Rick Sweet to perform the swearing in duties.

AC Sweet swore in Officer Caleb Condon and pinned his badge on him.

Mayor Matherly ended the ceremony by welcoming Police Officer Caleb Condon.

CITIZENS' COMMENTS

Christina Hommel, 998 Meadow Road, North Pole – Ms. Hommel ask the Council to please consider the quote by Milton Friedman, “One of the greatest mistakes is to judge policies and programs by their intentions rather than their result.” She stated that she wanted the Council to be aware of a local non-profit organization, Loving Companions Animal Rescue, where ongoing concerns regarding the neglect of animals have been reported for over a decade. She shared a personal experience where she had attempted to reunite a pet owner with a cat that was found at Loving Companions after the rescue denied having the animal. Ms. Hommel stated that it was at this point she had contacted Animal Control where it was explained that laws did not exist that fit the parameters of her complaints. She stated that animals are considered property in the State of Alaska, and Animal Control can only “investigate under very specific written evidence that is provided by someone willing to give their name and actually go to court.” Ms. Hommel stated that she had requested public records from Animal Control on complaints received regarding the rescue. She reported that she received copies of multiple complaints that spanned over a decade regarding adopting-out boarded animals, failing to keep sanitary conditions, animal neglect, healthy animals entering the rescue but leaving dead, sick or injured due to fighting, and animals being adopted-out ill without proper paperwork. Ms. Hommel stated that the volunteers who have tried to help by reporting the situation to other people, or by adopting the pets themselves, have been banned from helping at the shelter which often leaves a time period where there are not enough volunteers and the animals suffer. She stated that the rescue is not monitored and has only shown signs of improvement, though fleeting, after social media outcries have forced them to clean up; however, these periods do not last as the history of complaints illustrates. Ms. Hommel stated that she has spoken with members of the Senator's office, City Commerce, the SPCA, Alaska State Troopers, and other legislators, but ultimately no one will take responsibility due to the lack of laws and jurisdiction. She continued by stating that the solution of social media tirades or more volunteers is not working, as evidenced within the veterinary and rescue community, Animal Control, Public Record, and through the banned volunteers. Ms. Hommel proposed that Title 22 [of the FBNSB Code] apply outside of the Borough Animal Shelter to other rescues so that adequate care is no longer subjective. She clarified that the intent is not to invade citizen homes or hurt the dog mushing community, nor change the freedoms that Alaska affords. Ms. Hommel ended by asking the Council to consider the shelter's defense with regard to the quote by Thomas Edison, “Good intention, with a bad approach, often leads to a poor

result.” She shared her hope that the City Council would not turn a blind eye and, instead, assist her group in improving the community and protecting its animals.

Ms. Therrien asked Ms. Hommel if she had presented this information to the Borough. Ms. Hommel stated that she was under the impression the Borough required a petition, which she had started that day; she stated she had already received over 500 signatures. **Ms. Therrien** added that it is the Borough that has jurisdiction over Animal Control.

Ms. Rogers clarified that a petition is not required to speak to any governmental body in order to voice a concern on an issue. She asked if Ms. Therrien would be willing to mention Ms. Hommel’s testimony at the next Assembly meeting and to share the Council’s concern on the subject. Ms. Hommel added that she had started with Animal Control but was told there did not exist any statutes that allowed them to act on the complaints based on subjectivity of care. **Ms. Rogers** suggested that Ms. Hommel visit the Borough Assembly - not Animal Control - and clarified that the Borough Assembly is the governing body that is responsible for Animal Control.

Mr. Clark asked Ms. Hommel how she was collecting the names for the petition. Ms. Hommel stated that she is collecting them online.

Victor Buberger, Fairbanks – Mr. Buberger thanked the City for getting the streets cleaned up even though it took 8-12 weeks for them to do so. He noted that some of the sidewalks could still use some work. He shared that he had been told that the military was going to be involved in demolishing the Polaris Building. Mr. Buberger then asked the City Council to clarify if the rumor he heard regarding the million-dollar rent, per year, for Explore Fairbanks was true. He continued by stating that the director of Explore Fairbanks, a non-profit, has been getting paid over \$160,000 per year, which is twice the salary of the Mayor and directly effects taxpayers. He added that the organization would like to see the Hotel/Motel tax increased so that they can pay for the Polaris demolition project. Mr. Buberger concluded by asking the Council to make sure they get a decent Police Chief and accused the Mayor of laughing at him during his testimony.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Ms. Rogers requested to have her name added as a sponsor for Resolutions No. 4949 and 4951.

Mr. Gibson pulled Resolution No. 4951 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 December 14, 2020.

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

- a) The Fairbanks City Council heard interested citizens concerned with the following Liquor License Applications for Renewal.

Lic. #	DBA	License Type	Licensee	Address
4507	Miguel's Restaurant	Beverage Dispensary	Miguel's, LLC	1235 Airport Way, Suite 1
4880	Friar Tuck's Hoagie House	Restaurant/ Eating Place	Joshua Roach and Stafford Roach	427 Merhar Avenue, Unit 2
5816	Ajimi Japanese Restaurant	Restaurant/ Eating Place	Ajimi, Inc.	69 College Road

Ms. Rogers, seconded by **Mr. Gibson**, moved to WAIVE PROTEST on the Liquor License Applications for Renewal.

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

Mayor Matherly asked AC Sweet for input or concerns. AC Sweet stated that he had no concerns regarding the renewals.

Ms. Therrien noted that it was nice to see very few incidents on the call report for the establishments requesting renewal.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE LIQUOR LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Rogers, Gibson, Therrien, Clark, Marney, Kun

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

MAYOR'S COMMENTS AND REPORT

- a) Special Reports

Amy Geiger, Explore Fairbanks - Ms. Geiger stated that she was attending the meeting to distribute the 2021 Visitor's Guide and discuss the changes within. She noted that the changes were due to budgetary constraints caused by Covid-19 and included removing 12 pages, the paring down of several sections, and the combining or removal of some. She added that advertising rates had also been reduced due to the reduction in the size of the guide and to allow visitor businesses to participate as economically as possible. Ms. Geiger noted that due to the

ever-changing landscape of events because of Covid-19, the events calendar had been removed while the guide would still provide information about the historical and iconic happenings in Fairbanks. She added that the guide would also provide travel tips and information on how to explore the area responsibly during the Covid-19 pandemic. She went on to explain how the 150,000 (a reduction from 190,000) copies were distributed, including direct mailings to qualified potential visitors, neighboring communities, and to the organization's European contractor. Ms. Geiger shared some of the highlights of this year's edition and stated that the guide would be available online at the Explore Fairbanks website, which receives more than half a million visitors per year. Ms. Geiger thanked the Council for their reinvestment of the Hotel/Motel tax revenue.

Mayor Matherly acknowledged the difficulties that Covid-19 has brought on organizations like Explore Fairbanks and thanked Ms. Geiger for her report.

Mr. Marney noted that the guide contains local churches but only four were listed. He asked Ms. Geiger how churches might be added to that list. Ms. Geiger stated that any non-profit, including churches, can be added to the guide for the \$50 non-profit rate.

Mr. Clark asked how the organization defined a "qualified potential visitor." Ms. Geiger responded that Explore Fairbanks purchases leads from the Alaska Travel Industry Association. **Mr. Clark** followed up by asking how many guides are sent to qualified potential visitors. Ms. Geiger responded that 56,000 were mailed out with the first batch, and more are sent out throughout the year. **Mr. Clark** asked if it would be possible to get a more specific number for the total number of direct mailings. Ms. Geiger responded that she would obtain that information for him.

Ms. Rogers mentioned that during the pandemic and the slowing down of tourism, there had been a concerted effort by Explore Fairbanks to promote "explore local" and asked Ms. Geiger if the organization was planning on continuing that effort. Ms. Geiger shared that the Explore Local program is ongoing and currently focusing on winter activities, including making videos of dog mushing and of the North Pole area. She continued by stating that the videos are posted to the website and are to be used in the production of mini advertisements about the area that are sent out through social media, television, radio, and other mediums. Ms. Geiger added that Explore Local has been a very excellent program, generating activity locally and is being used in the Explore Local Statewide version. Ms. Geiger stated that anecdotally the program appears to be successful, even though there are not a lot of hard facts to back that up currently.

Ms. Kun thanked Ms. Geiger for her update, shared her excitement at news that numbers were steadily increasing and asked if there were any projections for the summer. Ms. Geiger stated that everything is still very uncertain for this summer, but there is a lot of excitement around 2022.

Mayor Matherly responded to Ms. Hommel's testimony in regard to the Loving Companions Rescue facility and stated that he has received multiple complaints about their operations in the past. He stated he just recently found himself in the middle of the public pressure campaign. He shared that he had been in communication with Mike Prax in Juneau, who had also heard of the rescue and planned to look into some of the State laws. **Mayor Matherly** added that he has spoken with Animal Control and the Borough and has made calls to Borough Assembly

members to ask them to please look into the issue. He added that he had read the petition and encouraged Ms. Hommel to send it to the Interior Delegation, Borough Assembly, City Council Members, as well as Mayor Welch in North Pole. **Mayor Matherly** stated that social media can help mobilize people for her cause; he encouraged her to obtain as many signatures as she can and to take her petition to the Borough. **Mayor Matherly** shared that he attended the vigil for the missing persons held at the Peter John Tribal Building with AC Sweet and Acting Deputy Chief Dupee over the weekend. He stated that there were approximately 50-100 people representing the families of the missing individuals, Clergy, and other concerned citizens in attendance. He noted that there were many speeches given, including one by him, and there were many songs and drums performed as well. **Mayor Matherly** noted that his message to the public recognized frustration that occurs when the public cannot see all the work being done in the background, and he asked for citizens' assistance with bringing forward any and all information they have to help in the investigations. He added that there has been a lot of attention given to the Missing and Murdered Indigenous Women's movement throughout the Nation, and Alaska departments are working with federal agents to help in both local and national cases. **Mayor Matherly** thanked Jodi Potts for her work in organizing the vigil and stated that it was a well-attended event. He continued by reminding everyone to check on their friends and family members who might be struggling during this time and thanked Ms. Kun for always providing the suicide hotline contact numbers. **Mayor Matherly** recognized Human Resources Director, Angela Foster-Snow on the well-written memo outlining the Police Chief hiring process and progress. He added that there has been a lot of hard work put into the process. He stated that the hiring committee met for the first time earlier that day via Zoom and discussed moving forward through the many applications that had been received. He added that there will be more meetings in February, including the public forum on February 7. **Mayor Matherly** clarified that he had not been laughing at Mr. Buberger during his testimony but rather something occurred in his home that caused him to laugh; he indicated that he would call Mr. Buberger the following day. He shared that there were many people wearing masks while he was out and about over the weekend, and he encouraged everyone to keep doing so. He added that while Alaska is ahead of the game with vaccines, it is still very important to wear masks and practice social distancing. **Mayor Matherly** ended by thanking the public for their continued support of local businesses.

City Clerk Snider clarified that the Police Chief Public Forum would be on Tuesday, February 9, not February 7. **Mayor Matherly** thanked Clerk Snider for catching the incorrect date and added that the forum will be in place of the regularly scheduled Fairbanks Diversity Council meeting.

COUNCIL MEMBERS' COMMENTS

Ms. Kun thanked Ms. Hommel for the work she had put into bringing the animal rescue issue to light, added that she had also signed the petition, and wished her good luck.

Ms. Rogers thanked Ms. Hommel for bringing her concerns to the City and assured her that the Council's referral to the Borough is not a brush-off. She stated it is recognition of a larger community problem, and it is important for all of the governing bodies to be made aware of situations like these. She thanked Mayor Matherly for his encouragement to wear masks but also mentioned a complaint filed about police officers who were not wearing masks while performing their duties at the Bread Line. She continued by offering her apologies to the Bread Line staff and stated that this should not be happening. **Ms. Rogers** asked the Mayor to follow up on the situation and report back to the Council on how it will be addressed and remedied. **Mayor**

Matherly stated that he had only received this complaint after business hours that day and had not had a chance to look into it further. **Ms. Rogers** confirmed that she had also received the complaint very late. She added that she had received another communication from a community member who was very disturbed about the lack of transparency in the hiring process and asked that the City work hard to ensure that everything is being handled in the most transparent manner as to avoid hiring problems in the future. **Mayor Matherly** stated that he had not received that same communication and asked that Ms. Rogers forward it to him. He added that the current Police Chief hiring process has been extremely transparent and by the book. **Ms. Rogers** thanked the Mayor for his comments and congratulated new Police Officer Caleb Condon. She remarked on how special it is to have a ceremony to bring someone on board with the City, especially those who have history in the community. She added that it is imperative to hire locals who have long-term interests in the community in order to make strides to increase relations between law enforcement and the citizens.

Mr. Gibson stated his appreciation for the memo regarding updates to the police chief hiring process and expressed his curiosity on the process for hiring a police Captain. He thanked Ms. Hommel for her testimony and the written information regarding Loving Companions and stated that he would be passing the information to members of the Borough Assembly. He stated he is committed to supporting her cause.

Mr. Marney agreed with Ms. Rogers' comments regarding local hires, especially in the FPD. He stated that he believes the City will receive better officers by hiring from within the community.

Mr. Clark thanked Ms. Hommel for her testimony and for the information provided to the Council members. He added that it was well done, and he believes she will be successful in her endeavor. **Mr. Clark** addressed the Mayor's comments regarding Fairbanks businesses doing well and reminded him that there are many still struggling. He added that it will be a difficult decision to go to an "all-clear" status and that the Council needs to not only be aware of that decision but also be prepared to make a strong point when that decision is made.

Ms. Therrien stated that she would be at the Borough Assembly meeting on Thursday and would share the information provided by Ms. Hommel. She expressed her appreciation for the Mayor taking time to attend the vigil for the missing persons and related her wishes that some results will happen because of it.

NEW BUSINESS

- a) Resolution No. 4949 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Department of Health and Social Services for the Restore Hope in Linkage to Care Collaboration Grant. Introduced by Mayor Matherly and Council Member Rogers.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4950 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Division of Homeland Security and Emergency Management for the FFY2021 State Homeland Security Program. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4951 – A Resolution Supporting the One-Way Traffic Concept Proposal for the 5th Avenue Reconstruction Project. Introduced by Council Members Gibson, Rogers, Kun, Therrien, Clark, Marney and Mayor Matherly.

Mr. Clark, seconded by **Mr. Marney**, moved to APPROVE Resolution No. 4951.

Mr. Gibson thanked the City staff and Council for the time spent on preparing this resolution for approval and asked if all Council members would be willing to be added as sponsors.

Ms. Kun, Ms. Therrien, Mr. Clark, and Mr. Marney all indicated that they would.

Clerk Snider asked for clarification regarding Mayor Matherly being added as a sponsor. **Mayor Matherly** affirmed that he would.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4951 AS FOLLOWS:

YEAS: Kun, Gibson, Therrien, Clark, Marney, Rogers

NAYS: None

Mayor Matherly declared the MOTION CARRIED and Resolution No. 4951 APPROVED.

- d) Resolution No. 4952 – A Resolution Authorizing Matching Funds for the Fairbanks Systemic Signal Upgrades Project. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

DISCUSSION ITEMS AND COUNCIL MEMBERS' COMMENTS

Ms. Therrien stated that the Legislative committee had its first meeting of 2021 and met with City Lobbyist, Yuri Morgan, who gave a presentation as to legislative organization and bills that would be of interest to the City. She added that the committee had decided to focus the next meeting on bills pertaining to police-related issues and had asked members of the FPD to attend as well. **Ms. Therrien** continued by stating that in the following meeting the committee would be addressing issues that pertain to elections and how those legislative measures can or will impact the City. She added that she had met with the AML Legislative Committee, and Nils Andreassen had presented legislation to the group that they will be working on weekly.

Ms. Kun stated that she had been unable to attend the Explore Fairbanks meeting; however, she did report that the board of directors had recently gone through elections, and she expected to see new board members present. She gave a land acknowledgment and thanked the Council for working together to ensure the communication of a unified desire for Fifth Avenue to remain one-way. **Ms. Kun** provided the care line phone number for anyone suffering from thoughts of suicide, 877-266-HELP.

Mr. Clark shared that he had attended the Legislative Committee meeting and found it interesting to participate. He expressed excitement to continue being a part of the process.

Mr. Marney shared that he attended his first Hotel/Motel Discretionary Fund Committee meeting as Chair on January 15, where the committee looked at the policies and procedures around the application process and had a lot of good discussion. He added that the committee will not be meeting again until November 5, 2021. He mentioned a communication he received from Jay McFetteridge from NAPA and his interest in saving the City money by taking over the parts department of Public Works. **Mr. Marney** explained that through his discussion with Chief of Staff Mike Meeks, he learned that the previous Council had not been interested in this option. He asked that the current Council reconsider the opportunity, especially if it can ultimately save the City money.

Mr. Gibson shared that he had attended the FAST Planning meeting the previous week and there had been a lot of discussion. He added that the most interesting topic was around abandoned roads in the Borough that have proved to be a big problem.

Ms. Rogers stated that she had attended the Fairbanks Diversity Council Meeting as well as the Sister City meeting where there was information regarding a film competition happening in a community in Japan that will be tying Japan and Fairbanks together in a special way. She added that this project was being handled by Festival Fairbanks, and they could be reached at 907-456-1984. **Ms. Rogers** thanked the Mayor for his earlier comments and involvement in the vigil for missing persons. She added that this is outside the City's technical footprint and expressed appreciation for the Mayor's efforts in staying involved in the greater community. She highlighted the report provided by the City Clerk and thanked Clerk Snider for her work in preparing it. She asked the Council to be sure to read through the document and pay attention to the suggestions within it regarding the Finance Committee, the Code, and cellphone use during Council meetings. She suggested that some work sessions may be in order for the Council to work through some of the listed recommendations. **Ms. Rogers** asked if there was a Council member designated to the Parking Authority. City Clerk Snider explained that the City appoints a member to that committee, which is the City Engineer or his designee. She stated that former Council Member Cleworth serves as a member of that board. **Ms. Rogers** asked if would be possible to obtain reports from Mr. Cleworth from time to time, and the Mayor indicated he would look into it.

Ms. Therrien gave thanks to those who worked on the vaccination event held at the Carlson Center. She added that it was a very seamless process that took only 20 minutes. She shared that she had already been provided a time and date for the second round of immunizations for February 13 at the same location.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Clay Street Cemetery Commission Meeting Minutes of November 4, 2020

ACCEPTED on the CONSENT AGENDA

- b) Clay Street Cemetery Commission Meeting Minutes of December 2, 2020

ACCEPTED on the CONSENT AGENDA

- c) Fairbanks Diversity Council Meeting Minutes of December 8, 2020

ACCEPTED on the CONSENT AGENDA

- d) Hotel/Motel Discretionary Fund Committee Meeting Minutes of December 15, 2020

ACCEPTED on the CONSENT AGENDA

Mr. Gibson, seconded by **Mr. Marney**, moved to ENTER Executive Session for the purpose of discussing the AMLJIA Appeal of Coverage Decision – Roberts v. City of Fairbanks and the IBEW Labor Negotiation Strategy.

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

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

EXECUTIVE SESSION

The City Council met in Executive Session to discuss the AMLJIA Appeal of Coverage Decision – Roberts v. City of Fairbanks and the IBEW Labor Negotiation Strategy. Direction was given to legal staff and to the negotiating team, and no action was taken.

ADJOURNMENT

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

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

Mayor Matherly declared the meeting adjourned at 9:06 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, MMC, CITY CLERK


Transcribed by: RR



MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members
FROM: D. Danyielle Snider, MMC, City Clerk 
SUBJECT: Application for New Retail Marijuana Store License
DATE: February 18, 2021

Notification has been received from the Alcohol and Marijuana Control Office (AMCO) of an application for a new Retail Marijuana Store License for the following applicant:

License #: **26251**
License Type: **Retail Marijuana Store**
D.B.A.: GoodSinse, LLC
Licensee/Applicant: GoodSinse, LLC
Physical Location: 29 College Road, Suite 8C, Fairbanks, Alaska

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council must determine whether to protest the marijuana license application after holding a public hearing. The 60-day deadline for the City's response to AMCO is March 15, 2021.

A notice of the date, time, and place of the public hearing has been mailed to all property owners within 1,000 feet of the proposed retail marijuana store, and a notice of the public hearing will be advertised in the Fairbanks Daily News Miner on Friday, February 19, 2021.

Attached is the application for the new retail license along with supporting documentation. Also attached are two emails from FNSB Community Planning Director Christine Nelson regarding the zoning permit. The site was formerly the location of another marijuana retail store that ceased operations in August 2020, and the zoning permit became void when that business closed. The applicant has applied for a new zoning permit, but the application is incomplete. Community Planning is currently working with the applicant on this.

The the Police Department has included a one-year call report for the location; however, they indicated that none of the calls listed relate to the GoodSinse, LLC business. There are **no departmental objections** to the issuance of the license.

CITY OF FAIRBANKS PUBLIC SAFETY

29 COLLEGE RD

01/19/2020 - 01/17/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/17/2020 16:32:03	ALARM BURGLARY -	29 COLLEGE RD	O7	FAB	09/17/2020 16:59:54
	05/27/2020 21:49:26	FRAUD/FORGERY	29 COLLEGE RD	O34	NRP	05/28/2020 00:26:05
	02/15/2020 09:57:05	ALARM BURGLARY -	29 COLLEGE RD	O9	FAB	02/15/2020 10:04:40
	01/20/2020 15:35:23	SUPPLEMENTAL-ALPHA	29 COLLEGE RD	S3	NRP	01/20/2020 15:49:35
20000218	01/20/2020 13:46:28	COMMERCIAL BURGLARY	29 COLLEGE RD	O39	RPT	01/20/2020 15:10:37

Total Number of Events Listed: 5

From: [Christine Nelson](#)
To: [Dani Snider](#)
Cc: [Krista Major](#); [Jim Williams](#)
Subject: RE: GoodSinse, LLC Retail Store, Lic #26251, 29 College Road, Suite 8C
Date: Thursday, February 18, 2021 11:04:11 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dani, I apologize for not getting back to you in a timely manner. Until further notice, please send all marijuana facility requests directly to me. Once we hire a new code enforcement officer, we will let you know.

The GoodSinse LLC retail marijuana store proposed for Suite C, 29 College Road is located in the GU-1 (General Use) zoning district and requires a new zoning permit for the use since the previous marijuana retail store (Fairdanks Cannabis) at that location ceased operations on August 31, 2020. At that time, their state license, and consequently the zoning permit, became void. A new sensitive use buffer analysis is required before the new zoning permit can be issued. The applicants have been recently notified of the requirement for a new zoning permit but as of the date/time of this email, they have not yet submitted their zoning permit application. I will notify you when that application is submitted and a zoning permit is issued. Please let me know if you have any questions or need further information at this time.

D. Christine Nelson, AICP

Director of Department of Community Planning

Fairbanks North Star Borough

907 Terminal Street

P.O. Box 71267

Fairbanks, Alaska 99707-1267

cnelson@fnsb.us (e-mail)

907-459-1260 (main office)

907-459-1251 (direct)

907-459-1255 (fax)

www.fnsb.us (website)

From: [Christine Nelson](#)
To: [Krista Major](#); [Jim Williams](#)
Cc: [Dani Snider](#)
Subject: GoodSinse LLC zoning permit
Date: Thursday, February 18, 2021 12:33:04 PM
Attachments: [GoodSinse Zoning Permit App.pdf](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

GoodSinse LLC has submitted a zoning permit application for a retail marijuana facility (attached) at 29 College Road, Suite 8C but the application is incomplete and cannot be processed yet. We are notifying the applicants of the situation today.

D. Christine Nelson, AICP

Director of Department of Community Planning

Fairbanks North Star Borough

907 Terminal Street

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Fairbanks, Alaska 99707-1267

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

907 Terminal Street/P.O. Box 71267
Fairbanks, Alaska 99707-1267
(907) 459-1260 Fax: (907) 205-5169
planning@fnsb.us

For Office Use Only	
Received By:	_____
Receipt No.:	_____
Date Submitted:	_____

**MARIJUANA FACILITY
ZONING PERMIT APPLICATION**

*****FEES ARE NON-REFUNDABLE*****

FEES: \$250 verification of sensitive use buffers

Applicant:	Property Owner:
Contact Name: <u>Danielle Peters</u>	Name: <u>Business Services of Alaska LLC</u>
Business Name: <u>Business Services of Alaska</u>	Mailing Address: <u>2750 Park Way</u>
Mailing Address: <u>2750 Park Way</u>	City, State Zip: <u>North Pole Ak 99705</u>
City, State Zip: <u>North Pole, Ak 99705</u>	Phone: <u>(907) 347-7688</u>
Contact Number: <u>(907) 347-7688</u>	Cell: " "
E-mail: <u>businessservicesofalaska@gmail.com</u>	E-mail: <u>businessservicesofalaska@gmail.com</u>

Property Information:	
Property Description: <u>River Mall Condo, Lot 8C</u>	
Situs Address: <u>29 College Rd 8C</u>	Lot Size: <u>N/A</u> <input type="checkbox"/> acres <input type="checkbox"/> square feet
Parcel Account Numbers (PAN): <u>399205 0417459 DP</u>	Existing Zone: <u>GU-1</u>
Existing Use & Structures: <u>Commercial, retail marijuana store</u>	

Proposed Use/Construction:		
Description of proposed use: <u>Commercial, retail marijuana store</u>		
Include number of employees, seating capacity, net office or sales area (sq. ft.) <u>Max employees: 5; seating: 0; office: 18 sqft; sales: 540 sqft</u>		
Size of existing construction in square feet: <u>842 sqft</u>	Size of proposed construction in square feet: <u>N/A</u>	Building height/number of stories: <u>1 story</u>

I have attached a detailed site plan drawn to scale and to the standards of the Commercial/Industrial Site Plan guidelines.

I certify that the information included in this application is to the best of my knowledge true and complete.

APPLICANT SIGNATURE: [Signature] DATE: 2/16/21
OWNER SIGNATURE (if different): _____ DATE: _____

If the applicant is not the sole property owner, written consent of all property owners must be provided pursuant to FNSBC 18.104.040(B).

I understand that the Zoning Permit is appealable and that said appeal must be submitted and perfected within 15 days of the date of the decision in accordance with FNSBC 18.104.090.

I can be notified of the decision at the above (phone number) (address) (e-mail).

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

COMMERCIAL MARIJUANA FACILITY ZONING PERMIT INTAKE CHECKLIST

1. A completed zoning permit application form including all of the following information:

- Property description and address
- Total (maximum) number of employees working on the site, including full and part-time, temporary and seasonal
- Property owner's signature or signed letter authorizing use of the property for a commercial marijuana facility

2. A site plan drawn to a verifiable scale with north arrow and dimensions in feet (i.e. 1" = 10' or 1" = 20', etc.), including all of the following information:

More than one site plan of different scales may be used to illustrate the site.

- Location and dimensions of property lines
- Name of the access road and any other roads adjacent to the property lines
- Location and dimensions of all existing and proposed buildings and structures (including additions) such as greenhouses, barns, offices, employee washrooms/restrooms, sheds, carports, etc. Label as existing or proposed
- In the Light Commercial (LC) zone, list the height of all buildings
- Uses of all existing and proposed buildings and structures, portions of buildings, and areas of the property, such as residence, barn, storage, land in crops, etc.
- Setback distances of all existing and proposed buildings and structures from property lines, except in the General Use (GU) zones
- Location and dimensions of all existing and proposed signage, except in GU zones
- If adjacent to residentially zoned property, show the location of all outdoor lighting

- Location, type and depth of surface material and dimensions of existing and proposed driveways. *A driveway permit may be needed if accessing a Road Service Area (RSA) road or AKDOT&PF permitted right-of-way (ROW) or if located within city limits.*
- Location, type and depth of surface material and dimensions of off-street parking spaces, except in the GU zones. Off-street parking spaces are required to be at least 9' by 18', with sufficient back-up and maneuvering area such that all back-up and maneuvering actions occur on the site (FNSBC 18.96.060). Label parking spaces with dimensions.
- Location, type and depth of surface material and dimensions of loading areas. This requirement does not apply in the GU zones.
- Location, type and depth of surface material and dimensions of all traffic circulation areas, except in the GU zones. Show drive aisles, backing and maneuvering areas and all areas where motor vehicles will travel on the site.
- Show any obstructions located within the parking and vehicle maneuvering areas, such as a wall, post, guard rail, or other obstruction, except in GU zones.
- Demonstrate compliance with Marijuana Facility Standards listed in FNSBC 18.96.030.

3. OTHER REQUIRED INFORMATION:

- Provide a floor plan drawn to scale. This requirement does not apply in GU zones unless using only a portion of a building. If using a portion of a building, show how portions of building are separated (i.e. fire wall with person door, etc.). Label with dimensions, square footage and specific use of each floor area used for:
 - Production activities such as cultivation, drying, processing, manufacturing, retail sales, etc.
 - Non-production activities such as storage, employee areas such as locker room, break room, rest rooms, and stairs or hallways, etc.
- Provide a map showing all lots and parcels within 500 feet of the subject property to be utilized as a marijuana facility. Label all specific land uses located on each property including the subject property such as dwelling, restaurant, church, retail store, etc. The land uses on each property may be listed by tax lot on a separate sheet.



Alcohol & Marijuana Control Office

License Number: 26251

License Status: New

License Type: Retail Marijuana Store

Doing Business As: GOODSINSE LLC

Business License Number: 1035647

Designated Licensee: Danielle Peters

Email Address: goodsinse@yahoo.com

Local Government: Fairbanks (City of)

Local Government 2: Fairbanks North Star Borough

Community Council:

Latitude, Longitude: 64.850326, -147.705410

Physical Address: 29 College Road Suite 8C
Fairbanks, AK 99701-1739
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10037034

Alaska Entity Name: GoodSinse LLC

Phone Number: 907-347-7688

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park Way
North Pole, AK 99705
UNITED STATES

Entity Official #1

Type: Individual

Name: Danielle Peters

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-347-7688

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park Way
North Pole, AK 99705
UNITED STATES

Entity Official #2

Type: Individual

Name: Daniel Peters

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-347-9475

Email Address: goodsinse@yahoo.com

Mailing Address: 2750 Park Way
North Pole, AK 99705
UNITED STATES



Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse LLC	MJ License #:	26251		
License Type:	Retail Marijuana Store				
Doing Business As:	GoodSinse LLC				
Premises Address:	29 College Rd. Suite 8C				
City:	Fairbanks	State:	Alaska	ZIP:	99701



Section 2 – Overview of Operations

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

GoodSense Retail will purchase cannabis and cannabis products from Alaska State licensed facilities. Marijuana and Marijuana products will be delivered to GoodSense retail by an authorized agent with valid handler's card and identification from the State of Alaska. The date, time, and person delivering will be recorded using a log created by GoodSense as well as the State of Alaska approved tracking system, METRC. Most cannabis will be prepackaged ready for retail sale upon delivery. An employee will weigh or count products to ensure weight and products are accurate and align with the manifest generated using METRC. Some cannabis may be packaged on site in accordance State of Alaska Regulation 3 AAC 306 by a GoodSense employee. Products will then be stocked and stored in a secure area accessed by employees only. Customers entering the store will first be asked to show ID ensuring persons younger than twenty-one (21) years of age do not enter the premises. Customers will be allowed to view and smell cannabis in acrylic and/or glass smell jars before making their purchase. Once transactions are complete the customer will be expected to leave the premises.

Section 3 – Prohibitions

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

GoodSense will have strict policies regarding selling, giving, distributing, or delivering to intoxicating individuals. The appearance of intoxication/ impairment in an individual will be observed by GoodSense employees and verified by the manager on duty. If the patron is behaving disturbingly, clearly intoxicated, under the influence of controlled substances, or a danger to self and/ or others, GoodSense shall refuse service. Any incident of conflict with customer or refusal of service shall be written in a log to be kept on file at premises. No on-site consumption is permitted. No open packages or consuming within the store. Alcohol is prohibited on site, limiting substance crossover.

3.2. I certify that the retail marijuana store will not:

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the Internet;
c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
e. allow a person to consume marijuana or a marijuana product on the licensed premises.

Handwritten initials 'DP' in boxes corresponding to items a-e.

Answer "Yes" or "No" to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

Yes: empty box; No: box with handwritten 'DP'.



Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

DP

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

DP

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

DP

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

DP

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

DP

b. promotes excessive consumption;

DP

c. represents that the use of marijuana has curative or therapeutic effects;

DP

d. depicts a person under the age of 21 consuming marijuana; or

DP

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

DP

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

DP

b. on or in a public transit vehicle or public transit shelter;

DP

c. on or in a publicly owned or operated property;

DP

d. within 1,000 feet of a substance abuse or treatment facility; or

DP

e. on a campus for postsecondary education.

DP

Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

GoodSense will utilize jars for examining, with perforated top in order for customer to self test fragrance. Glass enclosed display case will contain cannabis product. No cannabis will be accessible to customers without purchasing. Cannabis product will be sold and prepackaged in increments, ranging between .5 to 28g. Cannabis will also be sold in deli style (weighed on site from a bulk container), using a certified scale and packaged according to state regulations. A sticker will be affixed to the outer bag, containing the customers purchase, that will read, "not for public consumption."



Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):

All cannabis received from cultivation facilities in sealed, temper-evident shipping container shall meet state reg 306.470 and 306.475. All cannabis received from cannabis manufacturing facility shall meet state regs 306.565 and 306-570. All incoming cannabis to retail will include a transport manifest from METRC. Prepackaged sealed cannabis intended for resale to consumers will not weigh more than one ounce. Any added text to the packaging will be the logo and business license number of retail. Cannabis sold from retail establishment will be packaged in an opaque resealable, child-resistant packaging. GoodSense shall affix a label to each package of marijuana or marijuana product, including name, license number, total estimated amount of THC in the product, and public health statements (Noted below in sample label) Packaging will not have any printed images, including cartoon characters that specifically target individuals under 21 years of age. METRC will be used during the cannabis products whole life cycle, from seed to safe, including transfers between GoodSense specific license.

6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):





Section 7 – Security

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

7.1. Describe the retail marijuana store’s procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):

Goodsense will refuse to sell marijuana or a marijuana product to a person who does not produce a form of a valid photographic identification, showing that a person is 21 years of age or older, to a GoodSense employee at the retail counter. Valid IDs include one of the following:
(1) an unexpired, unaltered passport
(2) an unexpired, unaltered driver’s license, instruction permit, or identification card of any state or territory of the United States, the District of Columbia, or a province or territory of Canada.
(3) an identification card issued by a federal of state agency authorized to issue a driver’s license or identification card.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.

DP

Section 8 – Waste Disposal

Review the requirements under 3 AAC 306.740.

8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:

The removal of all solid waste for the facility is done by Business Services of Alaska LLC or Alaska Waste Management. We are connected to College Utilities for waste water. Cannabis solid waste, including expired or outdated marijuana or marijuana product, will be stored in accordance with local, state and department of environmental conservation (DEC) regulations until its destruction and eventual compost or removal. All cannabis plant waste, including expired or outdated marijuana or marijuana product will be weighed, logged, and held on camera seventy-two (72) hours before being ground and mixed with equal parts compostable material. Some examples of compostable materials used are wood chips, saw dust, soybean meal, barley, plant root balls, or any other compostable material that renders the waste unusable for its original intended use. Once mixed, the mixture will be placed in the secure compost pile, dumpster, livestock feed pile, or prepared for removal from the premises, GoodSense will notify the Board using METRC at least three (3) days before destruction or composting any waste. No unusable cannabis will leave the premises until it has been properly processed.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.

DP

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

[Signature]

Signature of licensee

Daniel Peters

Printed name of licensee



[Signature]

Notary Public in and for the State of Alaska

My commission expires: *Jan 1st 2022*

Subscribed and sworn to before me this 13th day of January, 2021.



(Additional Space as Needed):



Alaska Marijuana Control Board Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse LLC	MJ License #:	26251		
License Type:	Retail Marijuana Store				
Doing Business As:	GoodSinse LLC				
Premises Address:	29 College Rd. Suite 8C				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Mailing Address:	2750 Park Way				
City:	North Pole	State:	Alaska	ZIP:	99705
Designated Licensee:	Danielle Peters				
Main Phone:	907-347-7688	Cell Phone:	907-347-7688		
Email:	goodsinse@yahoo.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

GoodSense will display a sign on the door entry that states no one under the age of twenty-one (21) is allowed per 3 AAC 306.325. GoodSense will ID all Visitors Upon entry. GoodSense will have locked doors with signs that read "Employees Only - Restricted Access Area - Visitors Must Be Escorted". All visitors after having their ID's checked must sign in to the visitor log with their name, the date and time of entry. As visitors exit they will write in their sign out time in the same log. No more than five visitors per escort will be permitted in the restricted access area. Escorts must have employee identification badges with photo. Visitors shall have their own distinguished "visitors badge" which they will wear at all times when in restricted access areas. No one under twenty-one (21) years of age will be allowed on the premises.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

GoodSense restricted access areas are marked with signs that read "Restricted Access Area, Employees Only". All restricted access areas are equipped with commercial grade lockable doors and entry codes for staff only. GoodSense staff will first request valid photo identification to prove age of twenty-one (21) years or older. Visitors will record their name, date, and time onto a visitor log sheet. Visitors will obtain a VISITOR badge to be worn at all times while within the facility. A GoodSense staff member will be with visitors at all times until the visitor has checked out on the visitor log and left the restricted area(s). No more than five (5) visitors per GoodSense agent will be allowed in the restricted access area(s). GoodSense has a third party security system along with a high definition security camera system. Cameras cover all areas of the building besides the bathroom. Outdoor cameras cover the doors. All cameras can identify an individual from 20'. There are motion detectors through out the building and glass break sensors on all windows.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

Admission will require photo identification to prove age of twenty-one (21) years or older. Visitors will print their name, the date, and the time on the visitor log sheet when entering the facility. Visitors are required to wear a visitor identification badge and be escorted by a staff member at all times. Once the visitor has been escorted from the restricted areas and the Visitor badge has been returned, the visitor will sign out. All visitor log sheets will be kept on file as part of our normal record keeping for at least three years and six months on the premises.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

The image shows two sample identification badges. The top badge is a black rectangular badge with a white border. It features a circular logo in the top left corner with a cannabis leaf and the text 'GoodSinn'. To the right of the logo, the word 'STAFF' is written in large, bold, white capital letters. Below 'STAFF', there are two lines of text: 'FirstName' and 'LastName'. Below these lines is a large white rectangular area, likely for a photo. At the bottom of the badge, the text 'MHP#' is written in white. The bottom badge is also a black rectangular badge with a white border. It features the same circular logo in the top left corner. The word 'VISITOR' is written vertically in large, bold, white capital letters down the center of the badge. Both badges have three horizontal white lines at the bottom.

Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting has been installed along the outside of the whole building, including exterior doors. Video surveillance cameras are placed throughout the property, and all doorways are in view of the cameras. All cameras can identify an individual from 20' away.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

Exterior doors have door contacts that will trip an alarm during an unauthorized breach. Glass break sensors are installed on all exterior windows and glass doors. The interior of the building is equipped with motion sensors. Motion detectors are installed in the hallways and entrances to ensure tracking of unwanted intruders. A panic button in the retail will notify police dispatch when triggered. Alarms will be activated and deactivated with a keypad code, and all security systems, including cameras, will have a battery back up. When GoodSinse is closed for business, the alarm system will be activated. It will be connected to all exterior doors and windows to alert the 24 hour alarm company of a breach. GoodSinse will be able to monitor and review surveillance remotely to coordinate with local law enforcement for apprehension and prosecution. Employees are trained to not open the door before opening of the store or after closing to ensure security while inventory is being transported from storage. GoodSinse uses high definition cameras for best quality video and to ensure all areas outside the premises are covered. After using a notification device, employees of GoodSinse will cooperate with intruders to deescalate any potentially violent situation. The employees will allow the unauthorized person(s) to leave the premises as quickly as possible, with the intention of allowing law enforcement to handle apprehension and prosecution. Authorized person(s) will review and copy any relevant video surveillance to aid prosecution. In the event of a break in/ unauthorized access GoodSinse will notify the department on Commerce, Community, and Economic Development, Alcohol and Marijuana Control Office, as immediately as possible, within a 24 hour time frame of any evidence of theft or otherwise unexplained disappearance of marijuana, products, and/or money from the premise.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

METRC will be used diligently to track cannabis products between GoodSinse's cultivation, manufacturing, and retail facilities. This will ensure no appearance of division between licenses occurs. Each license will maintain record books to ensure tracking of all cannabis products while in the facility or when being transferred between them. Record books will supplement tracking data to the States tracking system/ to increase loss prevention, all employees shall have criminal background checks to ensure good moral character, and all employees must hold a Marijuana Handler Permit Card. Any missing product or products found to be sold after purchasing it at the retail level will be reported to local law enforcement and AMCO.

3.7. Describe your policies and procedures for preventing loitering:

Signage will be placed along all outside areas of the building that read "No Loitering & No Trespassing." Video surveillance is noted as customers enter the parking lot. GoodSinse employees are trained to watch video surveillance for suspicious activity and to enforce our no loitering policy. Law enforcement will be contacted to handle any loiters who will not vacate the premises.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.

DP


AMCO Received 011321 BB





Form MJ-01: Marijuana Establishment Operating Plan


Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. 

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. 

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. 

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). 

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Video cameras will be placed in a manner that will cover every entrance/exit, recording both interior and exterior views, and will cover the entire perimeter of the premises. The cameras will record twenty-four (24) hours a day, seven (7) days a week, and will include high resolution and offer a variety of angles to ensure every area is covered and recorded. Restricted access areas will also have coverage from strategically placed cameras. The parking lot will be covered by cameras for vehicle identification.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

Dedicated digital video recorders will record all surveillance video and will be stored in a locked cabinet. Access will only be available to the owners and management, who will then be able to assist any law enforcement of AMCO agent. Video Surveillance footage will be stored for forty (40) days and will be overwritten daily. Footage archived for criminal activity will be stored off premises in a format that cannot be altered. An alert system for faulty equipment will be installed.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

DP

DP

DP

DP

DP

DP

DP

DP

DP

DP

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All records used by GoodSense shall be kept at the licensed premises for the current year. A monthly back up of financial records will be kept off site for a minimum of three (3) years. A current employee list will be maintained containing full name and Marijuana Handlers Permit number. Any business contacts, marketing, and advertising records will be maintained. A current diagram of premises noting restricted access areas will be kept on site. A physical log of visitors will be maintained and kept on premises in accordance with company record keeping for three and a half years. GoodSense will utilize the METRC inventory tracking system adopted by the State as well as supplemental tracking of inventory to ensure no internal theft occurs. Any cannabis product that is transported off the premises will be recorded in METRC, will be securely stored, and will only be transported by someone with a Marijuana Handler Permit Card. All records will also be backed up on a cloud based service to ensure files are secure if loss of equipment or building were to occur. All records will be available to the Marijuana Control Board upon request.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

DP

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

DP

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

DP

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

DP

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

DP

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

DP

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

GoodSense employees are required to have a valid Marijuana Handler Card to be employed or to continue employment (3 AAC 306.700) and a valid copy of the card will be kept on the premises at all times. Training consists of the new hire job shadowing a senior employee. Employees will be trained on security measures and controls for prevention of diversion, theft, and loss of marijuana; emergency repose procedures; and laws regarding confidentiality. Employees will be required to complete all continuing education as required by the State. Employees will be trained to comply will all D.E.C. requirements; and State and local regulations, including but not limited to, safe kitchen practices., sanitary practices, how to recognize and handle impairment and underage customers, etc. Employees will also be trained to comply with 3 AAC 306.735 regarding health and safety standards.



Form MJ-01: Marijuana Establishment Operating Plan

Section 7 – Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present.
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded.
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace.
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d).

Answer "Yes" or "No" to each of the following questions: Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram.
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram.

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

Section 8 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:


All employees of GoodSense will maintain a current State Marijuana Handler Permit Card. Products that will be transported will be in an opaque container, limited to five pounds per tag ID, with a tamper proof seal. A completed transport manifest will be kept with the transporter and cannabis at all times. METRC will be used to record the type, amount, weight and name of transported products, time of departure and expected delivery time. It will also include the vehicle information including the make, model and license plate number of the vehicle transporting cannabis. It will be transported and stored in a lockable compartment of the vehicle where it will remain until arrival at the named destination. The transporting vehicle will travel directly to the destination. The recipients will only include State licensed facilities. A signature, printed name, Marijuana Handler Permit number, and time of arrival will be recorded on the manifest upon arrival to the destination. A copy of the completed manifest will be kept at GoodSense.





Form MJ-01: Marijuana Establishment Operating Plan


You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials


8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700. 

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle. 

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport. 

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport. 

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment. 

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received. 

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest. 

Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

GoodSense Retail will have one lighted sign that will be 24"x120" located on the outside of the building.





Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

GoodSense plans to use the following advertisement mediums:

- Radio
- Newspaper
- Social Media
- Website

GoodSense will include the following logo in their advertisements as well as all applicable AMCO warning statements as defined in state and local regulations.



I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

[Handwritten Signature]

Signature of licensee

Daniel Peters

Printed name of licensee



[Handwritten Signature]

Notary Public in and for the State of Alaska

My commission expires: Jan 1st 2022

Subscribed and sworn to before me this 13th day of January, 2021.



Form MJ-01: Marijuana Establishment Operating Plan

(Additional Space as Needed):



Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	GoodSinse LLC	MJ License #:	26251		
License Type:	Retail Marijuana Store				
Doing Business As:	GoodSinse LLC				
Premises Address:	29 College Rd. Suite 8C				
City:	Fairbanks	State:	Alaska	ZIP:	99701



Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (***) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license or endorsement types
- ** Serving area(s)
- **Employee monitoring area(s)
- **Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions

The following additional details must be included in Diagrams 3 and 4:

- Areas of ingress and egress
- Cross streets and points of reference

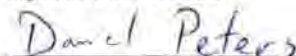
The following additional details must be included in Diagram 5:

- Areas of ingress and egress
- Entrances and exits
- Walls and partitions
- Cross streets and points of reference

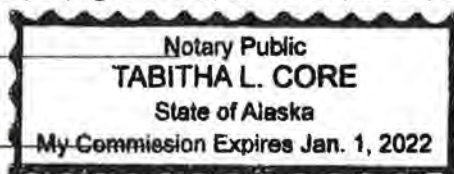
I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.



Signature of licensee



Printed name of licensee



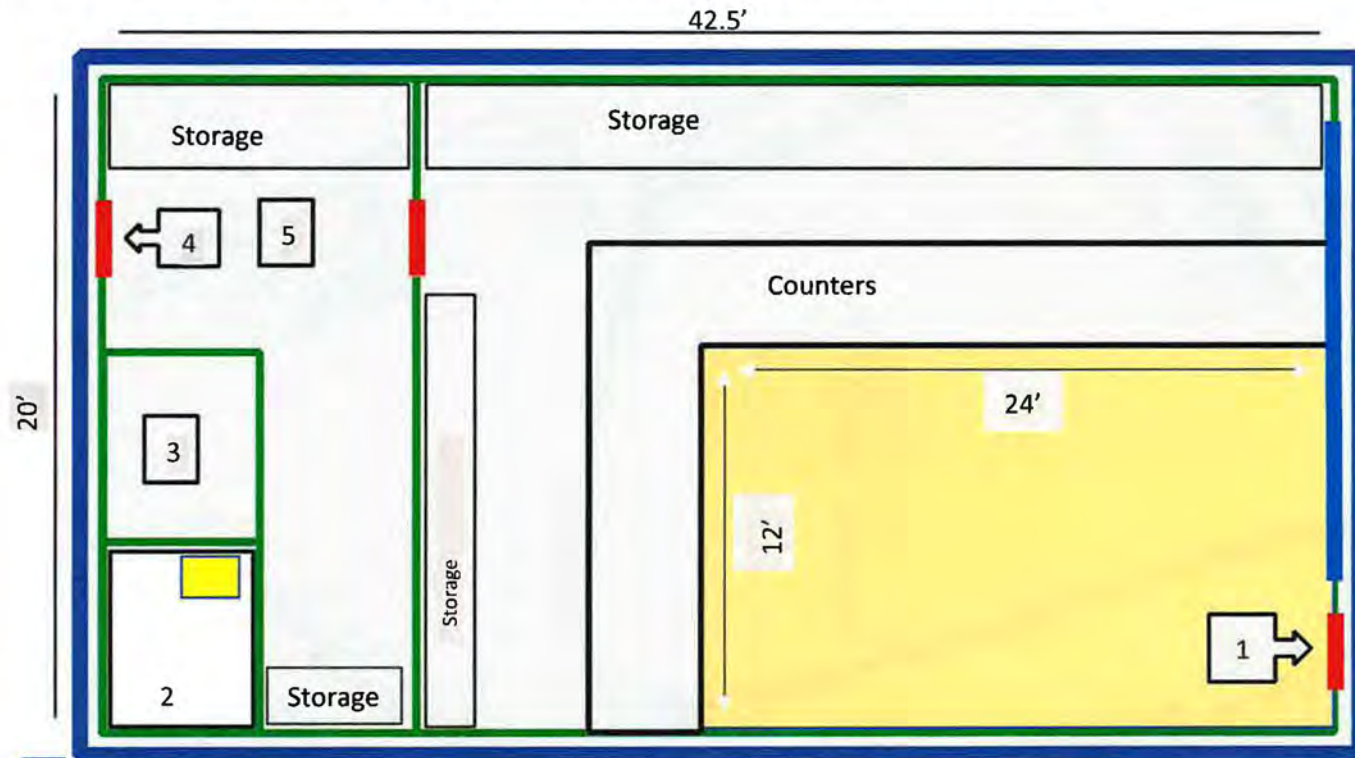


Notary Public in and for the State of Alaska

My commission expires: Jan 1st 2022

Subscribed and sworn to before me this 13th day of JANUARY, 2021.

Diagram 1 & 2 Business License # 1035647 DBA GoodSinse Retail License # 26251



- Licensed Premises
- Building walls
- Restricted area: Under video surveillance
- Retail area: Under video surveillance
- Windows
- Lockable Door
- Bathroom Sink
- 1 Entrance and Exit/ No persons over 21 sign
- 2 Employee Restroom
- 3 Boiler Room
- 4 Emergency Exit
- 5 Surveillance Room: Restricted access signage on both entrances



Received AMCO 011321 RB

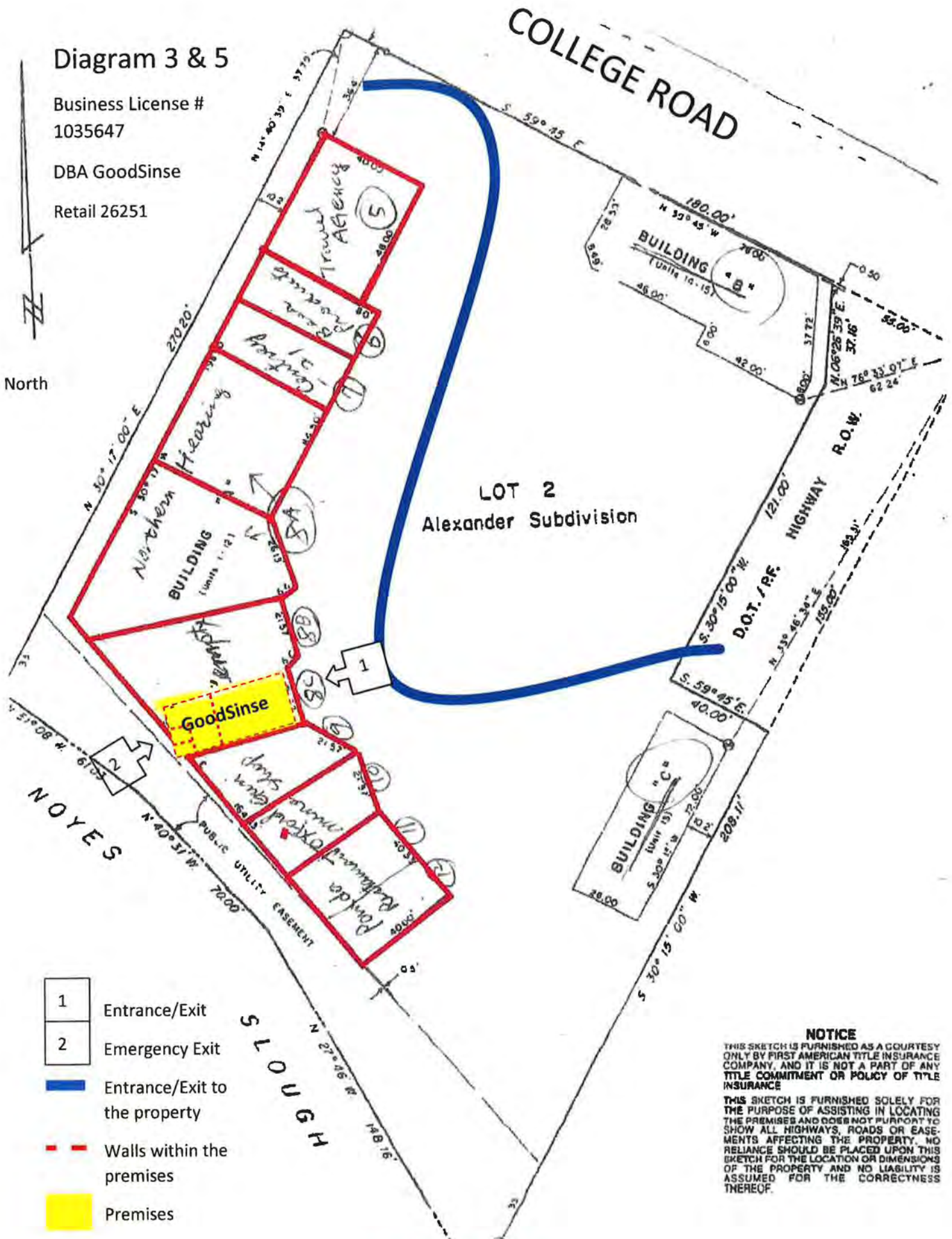
Diagram 3 & 5

Business License #
1035647

DBA GoodSinse

Retail 26251

North



- 1 Entrance/Exit
- 2 Emergency Exit
- Blue line Entrance/Exit to the property
- Red dashed line Walls within the premises
- Yellow square Premises

NOTICE
THIS SKETCH IS FURNISHED AS A COURTESY ONLY BY FIRST AMERICAN TITLE INSURANCE COMPANY, AND IT IS NOT A PART OF ANY TITLE COMMITMENT OR POLICY OF TITLE INSURANCE
THIS SKETCH IS FURNISHED SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE PREMISES AND DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS OR EASEMENTS AFFECTING THE PROPERTY. NO RELIANCE SHOULD BE PLACED UPON THIS SKETCH FOR THE LOCATION OR DIMENSIONS OF THE PROPERTY AND NO LIABILITY IS ASSUMED FOR THE CORRECTNESS THEREOF.

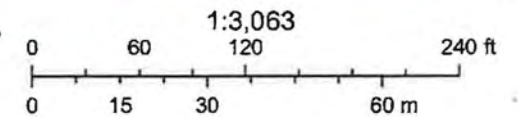
Received AMCO 011321 RB



Received AMCO 011321 RB

8/5/2020, 5:54:59 PM

- Parcels w/ Taxroll Info
- Sections
- Road Labels Small
- Parcel Labels
- Street Address
- Unconstructed
- Constructed
- Red: Band_1
- Green: Band_2
- Entrance/Exit to the property
- Premises






MEMORANDUM

City Clerk's Office

D. Danyielle Snider, City Clerk

TO: Mayor Jim Matherly and City Council Members
FROM: D. Danyielle Snider, MMC, City Clerk 
SUBJECT: Hearing of Abatement Costs, 33 Timberland Drive
DATE: February 17, 2021

Attached is a copy of a notice from Building Official Clem Clooten regarding the costs associated with the demolition of the structure located at 33 Timberland Drive (Lot 6, Block 1, Timberland Subdivision), Fairbanks, Alaska, owned by Bernadette O'Driscoll. The abatement was completed on November 24, 2020.

Notice of the hearing has been sent by certified mail to the owner of the property and has been posted on the property by the City Building Official in accordance Section 902 of the 2015 City Abatement Code. Also pursuant to the Code, an advertisement of the public hearing was published in the Fairbanks Daily News Miner on Sunday, January 31, 2021.

The Council received the abatement cost report in January. Since that time, City staff identified some items which should not have been included in the report as they were not costs directly associated with the property abatement. The attached report has been modified to reflect the changes.

The purpose of this hearing is to:

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

As of the date of this memorandum, one written objection has been filed with the City Clerk's Office. That objection was received from Ms. O'Driscoll on Wednesday, February 17. I also received a voicemail from Ms. O'Driscoll on Monday, February 15. I have not been successful at reaching Ms. O'Driscoll by phone, and there was no opportunity to leave a voicemail. A transcription of the voicemail from Ms. O'Driscoll and the written objection she sent is attached.

Also attached is a memorandum from the Building Official, backup documentation regarding public notice, and applicable sections of the 2015 Abatement Code.

First, a motion to confirm the report is in order; the Council may discuss and modify the report or charges. If the Council approves the report, a second motion would be appropriate to determine whether to assign a personal obligation of the property owner and/or create a lien against the property.

Thank you.



CITY OF


FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

To: Danyielle Snider, City Clerk

From: Clemens M. Clooten, Building Official 

Subject: Recovery of Abatement Costs
Site Address, 33 Timberland Drive
Lot 6, Block 1, Timberland Subdivision
Mailing Address: Bernadette O' Driscoll, Curraduff Camp Tralee, County Kerry, Ireland
Email Address:

Date: January 5, 2021

On November 24, 2020, the Building Department completed the abatement of the dangerous structure noted above. Final Notice and Order to Abate was previously posted to the property and issued to the owner.

The current Abatement Code was approved by Council under Ordinance No. 6020 in 2016. Section 901 requires that an itemized list of the expenses incurred in the demolish be created and filed with the City Clerk. I have enclosed a report showing the total costs incurred by the City for this demolition. Section 902 states that the City Clerk shall present the attached report to the City Council. Please set a date at which you will present the attached report to the City Council. This presentation shall include a public hearing, which maybe be held under Special Orders.

In addition to the advertising the public hearing, Section 902 also requires the City Clerk to send notice of the hearing to the property owner by certified mail (see address above). Please issue this notice. Further, this Section requires the Building Official to post a hearing notice upon the property involved. I will do this as soon as you are able to prepare the notice.

Finally, the Code states that the City Council will confirm or reject the report and may declare the cost to be a lien against the property, and/or a personal obligation of the property owner. A lien against the property is recommended. Upon Council approval, a lien will be recorded against the property.

Please contact me if I can be of further assistance, Ext. 6727.



CITY OF

FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

To: Danyielle Snider, City Clerk

From: Clemens M. Clooten, Building Official

A handwritten signature in blue ink, appearing to read "Clemens M. Clooten".

Subject: Recovery of Abatement Costs
Site Address, 33 Timberland Drive
Lot 6, Block 1, Timberland Subdivision
Mailing Address: Bernadette O' Driscoll, Curraduff Camp Tralee, County Kerry, Ireland
Email Address:

Date: February 17, 2021

ABATEMENT COST EXPENSE SUMMARY

- | | |
|--|------------------------|
| 1. Hazardous Material Testing, Abatement and Demolition: | \$36,168 |
| 2. Total Abatement Expenses: | <u>\$36,168</u> |

See attached, Invoices from Central Environmental, with work orders.

INVOICE NO. 12844 R. 1

CEI CENTRAL ENVIRONMENTAL, INC.

Environmental Services

229 E. Whitney Road, Anchorage, AK 99501
(907) 561-0125 ✉ FAX (907) 561-0178

SOLD TO:

City of Fairbanks
800 Cushman Drive
Fairbanks, AK 99701

PROJECT DESCRIPTION/LOCATION:

Timberline Drive Demolishment

INVOICE DATE	INVOICE NO.	PROJECT NO.	CONTRACT NO.	PROGRESS BILLING
12/2/2020	12844 r1	14217		01

CONTRACT INVOICE

ORIGINAL CONTRACT AMOUNT:	\$46,933.00
CHANGES OR AMENDMENTS:	(\$10,765.00)
ADJUSTED CONTRACT AMOUNT	\$36,168.00
CONTRACT COMPLETE TO DATE (100%)	<u>\$36,168.00</u>
LESS Retained (2.5%)	(\$-0-)
LESS PREVIOUS INVOICE	<u>(\$-0-)</u>
TOTAL DUE THIS INVOICE	\$36,168.00

**TERMS: NET CASH DUE AND PAYABLE 10TH OF FOLLOWING MONTH
NET 30 DAYS, FINANCIAL CHARGES OF 1-1/2% PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.**

Thank You



CITY OF FAIRBANKS

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

January 21, 2021

Bernadette O'Driscoll
Curraduff Camp
Tralee, County Kerry
Ireland

Certified Letter No. 7013 2250 0000 8607 5909

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

Dear Ms. O'Driscoll:

In accordance with the City of Fairbanks Code for the Abatement of Dangerous Buildings, a public hearing will be held on Monday, February 22, at 6:30 p.m. at the City Council Chambers located at City Hall, 800 Cushman Street, Fairbanks, regarding the demolition costs for the property located at 33 Timberland Drive. Due to the COVID-19 pandemic, remote participation by citizens at City Council Meetings is permitted. If you wish to participate remotely via Zoom, visit <https://www.fairbanksalaska.us/citycouncil/page/stay-connected-city-council> to learn more about how to do so.

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

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

If you have any questions regarding this notice of hearing you may contact me at (907) 459-6774.

Sincerely,

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

D. Danyielle Snider
Fairbanks City Clerk

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

Encl: City of Fairbanks Abatement Code Chapters 8 and 9

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

CHAPTER 8 PERFORMANCE OF WORK OF REPAIR OR DEMOLITION

SECTION 801 – GENERAL

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

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

CHAPTER 9 RECOVERY OF COST OF REPAIR OR DEMOLITION

SECTION 901 - ACCOUNT OF EXPENSE, FILING OF REPORT

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

SECTION 902 - NOTICE OF HEARING

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

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

SECTION 903 - PROTESTS AND OBJECTIONS

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

SECTION 904 - HEARING OF PROTESTS

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

SECTION 905 - PERSONAL OBLIGATION AND PROPERTY LIEN

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

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

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

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

SECTION 906 – CONTEST

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



CITY OF FAIRBANKS

Notice of Public Hearing

The Fairbanks City Council will hold a public hearing on Monday, February 22, 2021 beginning at 6:30 p.m. in City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, to determine abatement costs incurred by the City of Fairbanks and the method of recovery of abatement costs for the following property:

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

Protests or objections may be submitted for consideration by the City Council to the City Clerk. Protests or objections must contain a property description and the grounds of the protest or objection. City Council Meetings are being held remotely and in person. To learn more about remote participation, visit <https://www.fairbanksalaska.us/citycouncil/page/stay-connected-city-council> or call the Clerk's Office at 459-6774

City Council Agenda Packet - February 22, 2021
D. Danyielle Snider, MMC, City Clerk

Transcription of voicemail received by D. Snider on 02/15/2021 at 11:49 a.m. from Bernadette O'Driscoll:

Hello Danyielle. My name is Bernadette O'Driscoll. I am calling about your letter on determination of demolition costs on 7 Timberland Drive. I want to plead with you...don't charge me to demolish my house because they've taken everything I have already. I've got no money. But umm... I've lost about \$300,000 on that house...about [inaudible] years for it.

Danyielle, I'll try to get back to you again today, but I'm in Ireland on lockdown. So I'm sure you won't ring Ireland, so I will call again. Thank you very much. Please give it consideration for me, please. Thank you very much. God bless you. Bye-bye.

From:
To: [Dani Snider](#)
Subject: RE: Re Bernadette P O'Driscoll
Date: Wednesday, February 17, 2021 10:34:10 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks very much Dani. I'll let her know.
Regards,
Gene.

Gene Farrell,
Lecturer,
Department of Computing,
Munster Technological University - Kerry Campus

----- Original Message -----

From: Dani Snider <DSnider@fairbanks.us>
To: Gene Farrell
Sent: Wed, 17 Feb 2021 19:27:59 -0000 (GMT)
Subject: RE: Re Bernadette P O'Driscoll

Thank you, Gene. I will make sure this is included with the Council packet for the abatement agenda item on Monday, February 22. The meeting will begin at 6:30 p.m. Alaska time.

If Ms. O'Driscoll wishes to attend the Council meeting virtually or by phone, instructions for doing so can be found at the City of Fairbanks website, <https://www.fairbanksalaska.us/citycouncil/page/stay-connected-city-council>. She may even provide comments at that time if she signs up properly through the website. If there are questions regarding virtual attendance, please let me know.

D. Danyielle Snider, MMC
City Clerk | City of Fairbanks
800 Cushman Street | Fairbanks, AK 99701
P 907.459.6774 | F 907.459.6710
dsnider@fairbanks.us<<mailto:dsnider@fairbanks.us>>

From: Gene Farrell
Sent: Wednesday, February 17, 2021 9:17 AM
To: Dani Snider <DSnider@fairbanks.us>
Subject: Re Bernadette P O'Driscoll

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Snider,
Please find attached communication from my aunt, Bernadette P O'Driscoll.

Regards,
Gene.

Gene Farrell,
Lecturer,

RECEIVED

FEB 17 2021

City Clerks Office

CURRADUFF, CAMP,
TRALEE, Co. Kerry
(87, Timberland Dr. Fox. Nv.)
16-2-21

City of Fairbanks

To Whom It May Concern:

Re: Letter # 7013 2250 0000 8607 5909.

I, Bernadette O'Riordan, hereby beseech you not to inflict anymore cost on me regarding above property.

The vagrants/alcoholics/druggies of Fairbanks have looted, vandalized + then burnt down my home (to the loss of app. \$300,000).

I worked HARD for 30+ yrs. for that home + am now homeless, + without any further means.

Please do not punish me more by putting a lien against me - I have no money to pay - lost all I had to this City.

I have tried to call 'phone # on letter but get only answering machine every time.

Trusting in your consideration on this matter,

Sincerely,

Bernadette P. O'Riordan

P.S.
Thank you, Jeff Jacobson for your help in the past.

ORDINANCE NO. 6144

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 2, ARTICLE V, DIVISION 3, BY ADDING A NEW SECTION
2-658 REGARDING GRANT PROCEDURES**

WHEREAS, the City of Fairbanks seeks grants from many sources to help offset the cost of equipment, services, and projects; and

WHEREAS, City Council input and approval is required at various stages of the grant process; and

WHEREAS, the following ordinance clarifies the procedures for grant applications and approvals.

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

Section 1. That Fairbanks General Code Chapter 2. Administration, Article V. Financial Matters, Division 3. Budget, is amended by adding Section 2-658. Grant Procedures, as follows:

Sec. 2-658. Grant Procedures.

(a) The administration must seek council approval, by resolution, before applying for any grant. If the grant application deadline does not allow sufficient time for the council to consider the matter, the administration may submit the grant application but must bring forth a resolution for grant application approval at the next regularly scheduled council meeting. No grant may be accepted without Council approval.

(b) If a grant does not require matching funds from the City, the Council may approve the application and acceptance of the grant in the same resolution.

(c) If a grant requires matching funds from the City, and if the matching funds have previously been appropriated by the Council, acceptance of the grant may be done by resolution.

(d) If a grant requires matching funds from the City and the matching funds have not previously been appropriated by the Council, acceptance of the grant must be done by ordinance.

Section 2. That the effective date of this Ordinance shall be the ____ day of February 2021.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 6148

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF FAIRBANKS AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 1547**

WHEREAS, in August of 2020, the City and the International Brotherhood of Electrical Workers Local 1547 (IBEW) entered into contract talks to update the Collective Bargaining Agreement (CBA) dated January 1, 2018 – December 31, 2020; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2021 through December 31, 2023; and

WHEREAS, the City's 2021 operating budget will be amended to include the increased expenditures as reflected in the attached fiscal note.

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 is hereby ratified.

Section 2. That once ratified by both parties, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

Section 3. That the effective date of this ordinance is the ____ day of February 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSTAIN:
FAILED:

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: 6148

Abbreviated Title: IBEW

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

EXPENDITURES:	2021	2022	2023	Total
SALARY AND BENEFITS [2021 - 1.5%]	\$72,780	\$72,780	\$72,780	\$218,340
SALARY AND BENEFITS [2022 - 1.5%]		\$73,880	\$73,880	\$147,760
SALARY AND BENEFITS [2023 - 1.5%]			\$74,980	\$74,980
TOTAL	\$72,780	\$146,660	\$221,640	\$441,080

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND	\$72,780	\$146,660	\$221,640	\$441,080
TOTAL	\$72,780	\$146,660	\$221,640	\$441,080

The CBA provides 1.5% to 3.0% Anchorage CPI using a three-year average with sixty cents allocated to health care costs. The CBA also provides 50% of annual health care increases with a \$50 per month cap for each year of the contract. **This fiscal note reflects 1.5% for all years and an additional \$50.00 per month for health care costs.**

Reviewed by Finance Department: Initial mb Date 2/2/2021

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

**SUPERVISORY, ADMINISTRATIVE, PROFESSIONAL, AND EXECUTIVE
EMPLOYEES**

January 1, 2021 – December 31, 2023

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AGREEMENT BETWEEN

**THE CITY OF FAIRBANKS
FAIRBANKS, ALASKA
(EMPLOYER OR CITY)**

**THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 1547, IBEW (UNION)**

For the purpose of maintaining cordial relations between the City and the Union, as more fully set forth in Article 1 below, the parties hereto do enter into, establish, and agree to the following:

ARTICLE 1 POLICY, PURPOSE, AND EFFECT OF THIS AGREEMENT

It is the policy of the City and the Union to continue harmonious and cooperative relationships between City employees and the City to insure orderly and uninterrupted operations of government.

The welfare of the City and its employees is dependent largely upon the service the City renders the public. Improvements in this service and economy in operating and maintaining expenses are promoted by willing cooperation between the City and each employee to render honest, efficient, and economical service.

The purposes of this Agreement are:

- A. To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the City and its employees to their mutual advantage.
- B. To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of terms and conditions of their employment.
- C. To promote fair, safe, and healthful working conditions and to encourage the growth and development of City employees.
- D. To promote individual efficiency, the highest degree of professionalism, management skill, and service in an atmosphere of mutual respect between the City and its employees.
- E. To avoid interruption or interference with the efficient operation of the City.
- F. To provide a basis for the adjustment of matters of mutual interest and concern by means of amicable discussion.

- G. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may only be amended during its term by written agreement of the parties.
- H. The City of Fairbanks Personnel Ordinance is superseded by this Agreement and, unless specifically referenced herein or unless a section of the Personnel Ordinance is specifically made applicable to all City employees, has no applicability to any Union member.

ARTICLE 2 RECOGNITION

2.1 - Exclusive Bargaining Agent

The City recognizes the Union as the exclusive bargaining agent for collective bargaining with respect to wages, hours, and other terms and conditions of employment for all members of the bargaining unit, consisting of the individuals employed in the job classifications set forth hereafter.

2.2 - Job Classifications and Descriptions

The parties recognize the City's bargaining unit job classifications as listed in Schedule "A" of this Agreement, the job descriptions for such classifications, and that such classifications are in existence at the signing of this Agreement.

- A. Additional classifications or reclassifications will be included within the bargaining unit or exempt therefrom based on the Alaska Labor Relations Agency criteria.
- B. The City agrees to submit material changes in job descriptions for review and comment by the Union prior to implementing such changes. New job classifications created, or existing job classifications changed during the life of this Agreement must be submitted to the Union for review and comment prior to implementation.
- C. Union comments are due within 5 business days of submission to the Union unless agreed otherwise by the parties. The City shall make a good faith effort to take Union comments into consideration. The City reserves the right to make the final decision regarding such classifications and reclassifications. Only the most recently dated and initialed version of the job description is effective.
- D. Should unresolvable differences as to inclusion or exclusion of additional

classifications or reclassifications to the bargaining unit occur, either party may request that the jurisdiction be determined by the Alaska Labor Relations Agency, or its successor, for resolution.

- E. Any jurisdictional disputes involving another union that may arise because of the action of the parties regarding such classifications or reclassifications will be submitted to the Alaska Labor Relations Agency, or its successor, for resolution.

2.3 - Intern Program

The City and IBEW agree to establish and maintain an efficient and effective internship program for students from qualified educational institutions working less than 29 hours per week during the fall, spring, and summer semesters. The purpose of the internship program is to develop, train, and mentor students interested in engineering, accounting, information technology, or construction management fields covered by the existing collective bargaining agreement. The internship program will not displace qualified workers within departments that use interns.

The City will compensate the interns at a rate mutually agreed to by the parties. The City also agrees to contribute, per compensable hour worked, to the Union's Money Purchase Plan equal to the pension and health care contribution requirements. Other benefits will be prorated based on compensable hours worked. If an intern continues to be employed beyond the originally assigned termination date, the intern will be reclassified as a regular employee, retain the intern classification and wage rate and be subject to the terms of this collective bargaining agreement. Initial placement and reclassification as a regular employee will be subject to appropriation by the City Council.

The City and IBEW reserve the right to terminate this program but will not do so without consultation and agreement between the parties.

2.4 - Work-Study Job Training Program

Recognizing the value of the High School Work Based Learning programs, the parties agree to a partnership program by the City with local High Schools for work-study job training. Students participating in work-study opportunities, whereby they work with City employees covered by this CBA, will be exempted from membership in the Union and will not be eligible for wages and benefits as provided under this CBA. Participation in this program is viewed as a learning opportunity and is not intended to displace staffing levels.

ARTICLE 3 HIRING PREFERENCES

3.1 - Non-Discrimination

The Employer agrees that it will not discriminate in the hiring or treatment of employees

because of race, color, national origin, sex, sexual orientation, age, religion, marital status or changes in marital status, parenthood, disability, genetic information, or union affiliation or activity, or association or political party affiliation and agrees to comply with all applicable Federal and State statutes and regulations prohibiting discrimination.

3.2 - Local Hire Clause

To the extent permitted by law, the City and the Union agree to use the standard referral procedures of the IBEW and to give priority of hire to residents of the Fairbanks, Alaska, area, when such residents possess the requisite skills and abilities and are available for hiring.

3.3 – Nepotism/Fraternization

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist. By mutual agreement, between the City and IBEW, once both parties have agreed to a new policy regarding Nepotism and Fraternalization, this new policy will supersede this contract.

ARTICLE 4 UNION SECURITY

4.1 Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire, for a new employee orientation.
- C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.
- D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.
- E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any

employee to any entity other than the Union without the written authorization of the employee.

- F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.
- G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember

4.2 - Exclusive Negotiations with Union

The Employer shall not negotiate with any organization other than the Union and its representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

The Employer agrees to deduct dues and fees from the wages of each employee covered under this Agreement, as may be authorized by the employee by written assignment. Such deduction will be transmitted to the Union within 15 days following the end of each calendar month.

The Union shall notify the Mayor in writing of a decrease or increase in authorized dues or fees deducted. The City shall then make the appropriate changes in payroll deductions. The City shall remit the employee's authorized Union deductions to the duly authorized representative of Union, together with a list of the names and addresses of the employees from whose pay deductions are made.

The Union, or its designee, shall have the right to receipts from deductions of dues, initiation fees or agency fees, Union-sponsored insurance premiums, and Union-sponsored employee benefits as previously authorized or as may be authorized by the bargaining unit member.

4.4 - List of Bargaining Unit Members

The Employer agrees to furnish the Union with a roster of all employees working under the jurisdiction of this Agreement upon request.

4.5 - Professional Representation

The Union shall have representatives who are not employees of the Employer who are authorized to speak for the Union in all matters covered by this Agreement and are permitted to visit any work area at any reasonable time, consistent with operational requirements and with notice to the Mayor.

4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or their alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative about the proper performance of their Union duties provided that such duties are conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The City has established a pay code for Union Business and the stewards will track their time using this code, for all Union Business. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative. The designated Union official (representative) shall be consulted by the City prior to the representative's termination.

4.7 - Negotiating Team

The Union and City negotiating teams will consist of no more than 3 persons per side. Employees who are members of, or advisors to a Union negotiating team, may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.1 – General

The City of Fairbanks is a home rule municipality organized under the laws of the State of Alaska. All rights and powers of the City are expressly reserved to and for the City exclusively, except and unless they are expressly limited by the clear and explicit language of some provision of this Agreement

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting must be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee will be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits

minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours will be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section will have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position will be resolved in accordance with expedited arbitration. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

The following days will be considered holidays with no deductions in pay:

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

Two personal floating holidays and such other days as the City Council may fix as additional holidays for all employees.

6.2 - Observance of Holidays

A designated holiday will normally be observed on the calendar day on which it falls, except that employees who are regularly scheduled to work on Monday through Friday will observe the preceding Friday when the holiday falls on Saturday and will observe the following Monday when the holiday falls on Sunday. Normally only those employees designated in advance by appropriate supervision will be required to work on a designated holiday.

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours' straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee will receive holiday pay, at the straight time

pay for the holiday and shall not be charged leave time for that day.

Employees will not be paid for holidays occurring while they are on unpaid but approved leave of absence.

To receive pay for an observed holiday an employee must not have been absent without authorized leave on the work day before or after the holiday.

ARTICLE 7 GRIEVANCE/ARBITRATION PROCEDURE

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 to work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

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 Agreement will not be considered a grievance and will not be submitted to the grievance/arbitration procedure set forth herein. Any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review. Grievances may be initiated by the Union or the City as hereafter specified. Where a matter requires resolution on an accelerated basis, expedited arbitration will also be available.

7.1 - Regular Arbitration

STEP ONE –

When an employee has a grievance, the employee, accompanied by a Union Representative if the employee chooses, shall verbally discuss the matter with the relevant immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 10 working days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists. If the grievance cannot be resolved through verbal discussion, the grievance must be reduced to writing, signed by the employee, and presented within 3 working days to the immediate supervisor by a Union Representative. The grievance must state the Article and Section number of this Agreement allegedly violated, the way the employee believes that Section has been violated, and the precise remedy sought. The immediate supervisor shall investigate the grievance and shall indicate thereon, in writing, their response to the grievance within 5 working days following the day on which the written grievance was presented. The written grievance containing the response of the immediate supervisor must then be delivered to the Union, with a copy to the aggrieved employee(s), within 5 working days for further handling at the next step of this

procedure.

STEP TWO –

- A. If the grievance is not settled, the written grievance and the response of the immediate supervisor will be submitted by the Union to the Mayor, or designee, with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of an employee will begin at this step and be submitted to the Mayor, or designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) must be stated in the response. Grievances initiated by the Union or the City must state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought will also be initiated at this step.
- C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must be stated in the response.
- D. At the parties' meeting, all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

Where expedited arbitration is provided for under this Agreement, or mutually desired by the parties, the grievance at issue must be initiated at Step Two and advanced from there to the selection of an arbitrator under Section 7.4.

7.3 - Regular Arbitration/Arbitrator Selection

- A. The moving party shall make demand in writing upon the other party for binding arbitration within 10 working days from the date of delivery of the final response of the Mayor or of the Union. Time for delivery of such demand may not be extended because of unfinished conciliation efforts, unless a written consent to extension is executed by both parties.

The parties agree to request the Federal Mediation and Conciliation Service or

the American Arbitration Association to submit a list of 7 names of persons who are available for service as labor arbitrators.

- B. Within 5 working days, from the date of receipt of the list, the City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin.
- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association, and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

- A. The parties may meet and adopt a list of arbitrators suitable to both parties for use as arbitrators and/or mediators pursuant to this Section. The party proposing a name for the list shall submit biographical information or a resume for that person for the other party's consideration. For selected issues, the parties recognize that a local arbitrator may have better knowledge of local conditions and problems, and there could be cost and time savings by the selection of a local arbitrator. Consequently, the parties will endeavor to include the names of at least 3 local persons on the list. The arbitrators on the expedited arbitration list will not be required to be members of the Federal Mediation and Conciliation Service or of the American Arbitration Association.
- B. Where expedited arbitration or mediation is required by this Agreement, or mutually desired by the parties, within 10 working days of receipt of the demand for arbitration or mediation or another mutually agreeable time, the parties shall meet and select a name from the pre-determined list based upon the following factors in order of priority: 1) the arbitrator's early availability; 2) the background and experience of the arbitrator in the issues to be determined; 3) the aggregate of the travel and per diem expense of the arbitrator; and 4) such other factors as are deemed important by the parties at the time of selection. When the parties cannot mutually agree upon a name that is on the list based upon the above criteria, then they shall alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin. In no event will the arbitration hearing be held more than 60 days after a request for expedited arbitration has been made. However, if none of the arbitrators are available within that time, the mutually agreed to arbitrator with the earliest availability dates will be selected.

7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator will be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The Arbitrator is empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and issue a written opinion and award.
- B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator will be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses will be borne equally by the parties.

7.6 - Employee Witnesses

The City and the Union shall bear the expense of their respective representatives and witnesses. Any City employee called as a witness by either side will continue to receive their regular rate of pay while attending a hearing during normal working hours for the witness. Should a hearing be scheduled outside of regular working hours or extended beyond regular working hours, no compensation will be paid by the City for the time outside regular working hours nor will any employee witness be entitled to overtime or premium pay for attendance at an arbitration hearing. The shop steward may attend the hearing during normal working hours and continue to receive their regular rate of pay. The parties will in good faith schedule and conduct arbitrations to try to minimize overtime costs and disruption of work schedules or lost productivity.

7.7 - Retroactive Pay

No Arbitrator appointed hereunder has any authority whatsoever to award any grievant any retroactive pay for any period prior to 15 calendar days of when the employee, if exercising reasonable diligence, would have gained knowledge that a grievance exists in accordance with Section 7.1. To the extent this provision may conflict with applicable State or Federal law regarding employee wage or benefit claims, such applicable law will prevail.

7.8 – Discharge

In cases where it is determined an employee was discharged unjustly and without cause, the Arbitrator may order the City to return the employee to their position without loss of pay and benefits. When the employee is reinstated to their position, the employee will be reinstated with no loss of seniority. An employee has the affirmative duty to mitigate damages. All unemployment compensation and all such amounts of money received or available by mitigation of damages will be deducted from any award granted by the Arbitrator.

7.9 – Default

In the event either party to a grievance fails to properly answer, respond, or act within the time specified at any step of the grievance procedure, the grievance will be deemed settled against the party that failed to timely answer, respond, act, or appeal. Any of the time limits set forth in the grievance procedure may be extended by written agreement. Grievances resolved by default may not be the basis of establishing precedent on the merits for the resolution of any other grievances.

ARTICLE 8 DISCHARGE AND NOTICE

8.1 - Timely City Notice To Employee

Except for discharges or suspensions for just cause, all permanent employees who have fulfilled probationary requirements must be given 30 days' notice of separation, or 4 weeks' pay, computed at the regular hourly rate, in lieu of such notice. Such notice, or pay in lieu of notice, will not be required in the case of terminations or suspensions for just cause.

8.2 - Timely Employee Notice To City

All permanent employees who have fulfilled probationary requirements must give the City two weeks' notice before leaving their employment unless mutually agreed beforehand between the City and the employee. Notation of failure to give proper notice will be placed in the employee's personnel file and may result in the employee being classified as "Ineligible for Rehire." If the employee is a department head, then a 30-day notice is required.

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor will be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union will be deemed given when delivered to the Union's business agent, or when delivered to the secretary or person in charge of

the Union's Fairbanks business office. Notices to an immediate supervisor must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the work place, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

8.4 - Termination For Cause

An employee terminated for just cause will not be entitled to severance pay. A written statement of the reasons for termination for cause must be given to the affected employee and their Union Representative. The term "severance pay" does not include accrued leave or other earned benefits.

ARTICLE 9 HEALTH AND WELFARE

9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage for employees working under the terms of this Agreement in the Alaska Electrical Health and Welfare Plan. All new employees will be covered on the first of the month following the date of employment.
- B. The City's contribution will be as provided in Schedule "A." The City, as part of the package rate increase, will apply \$.60/hour to health care for each of the three years of this contract.
- C. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.

9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule "A".
- B. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by agreement, determine how such legislation shall impact this Agreement.
- C. Employees may voluntarily contribute to the Alaska Electrical Worker's Money Purchase Pension Plan. The City agrees to withhold, and forward voluntary contributions authorized by the employee.

9.3 - Deferred Compensation

Employees covered by this Agreement will continue to be eligible to participate in any City deferred compensation program. The Union will be consulted prior to any change in deferred compensation plans by the City.

9.4 - Physical Examinations

- A. A yearly physical examination at the expense of the City is offered to employees at their election beginning during their second year of employment. The results of these tests will be confidential between the employee and the examining physicians.
- B. The expense of any physical that is required by the City or by law, at a provider of the City's choice, will be paid by the City. The City will not pay for charges for services that are not reasonable and customary.

9.5 - Fitness to Perform Duties

When in the opinion of the City there arise documented incidents, which raise specific questions as to the physical and/or mental ability of an employee to perform their normal work assignment or their fitness for duty, an appropriate examination, including all relevant substance abuse test procedures, of the employee may be ordered by the City. If such examination demonstrates, in the opinion of the examining physician or specialist, that the employee is physically and/or mentally incapable of performing their normal work assignment or is not fit for duty, the employee may seek a second opinion from a local licensed physician or specialist (whichever the case may demand) of their choice at their own expense. If there is no other physician or specialist within the Fairbanks area from which the employee may acquire a second opinion, the City will share equally the costs of the employee's second opinion, including related travel costs, so long as the employee goes to a physician or specialist within the Anchorage, Alaska area.

If the results of these two examinations are not in agreement, then a third opinion will be solicited from a physician or specialist (whichever the case may demand) mutually agreeable to the City and the employee. The results of this third examination will be final and binding, subject only to the grievance (appeal) and arbitration procedures described elsewhere in this Agreement. The City shall pay for the first physical and/or mental examination. If the third physician agrees with the first physician, then the employee will be responsible for the cost of the third examination. Otherwise, the City must pay for the cost of the third examination.

9.6 - Drug Testing

The parties agree to be covered by a random drug test policy in the same manner as Federal CDL holders with the City to pay all costs.

9.7 - Unemployment Compensation

The employees covered by this Agreement are entitled to coverage under the Unemployment Compensation Act of the State of Alaska, as amended from time to time.

9.8 - Section 125 Plan

The City agrees to maintain a Section 125 "Flexible Benefits Plan" as a means for employees to pay insurance premiums on a pre-taxed basis and to set aside funds to pay uncovered costs of medical insurance and dependent care as allowed under Federal law.

9.9 - IBEW Legal Trust Fund

Upon notice from the Union that the bargaining unit has elected to participate in the IBEW Legal Trust fund, the City shall deduct 15 cents per compensable hour for each bargaining unit employee. The City will forward funds deducted under this Section to the Union via the monthly report provided to the Alaska Electrical Trust Fund on or before the 15th day of the month following the month in which the deductions were made. The Union agrees to hold harmless the City from any claim arising out of this deduction process except that of ordinary diligence and care in the forwarding of funds deducted under this Section.

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

- A. Members of this bargaining unit are professional, executive, and/or administrative employees, and as such are required to work enough hours to perform their job duties, some of whom are exempt from receiving overtime.
- B. Flexible work week and work day schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head. If Management directs an employee to

work a scheduled non-standard workweek, e.g., Tuesday through Saturday, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only to management directed alteration of the work schedule.

- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.

10.2 – Job Share

The job share program is designed to retain the valuable services of qualified employees through two employees sharing a single budgeted position. Availability and approval for job share opportunities will be at the sole discretion of the Mayor and affected Department Head.

- A. Job sharing is defined as two employees qualified for the same classification sharing one position. Job share opportunities will be based on a schedule to be approved in advance by the Department Head.
- B. If a job share employee separates or successfully bids into another classification, the remaining employee will have the option of reverting to full-time or requesting that the job share position be bid. If no other job share employee is hired into the position, the employee will be expected to resume full-time work status.
- C. Personal leave accrual will be prorated based on the hours worked.
- D. The employee scheduled on a holiday will observe the holiday. The employee not scheduled will not be compensated for the holiday. Each employee shall be entitled to one personal floating holiday per year.
- E. Alaska Electrical Health and Welfare Plan premium contributions will be paid for the active employee only. The inactive employee will have all benefits suspended during their job share inactive time including the use or drawdown of any accumulated personal leave.
- F. The employee who is not actively working may elect to receive COBRA benefits under the Alaska Electrical Health and Welfare Plan.

10.3 - Pay Periods

Pay days will be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive, and from the 16th day of the month to the last day of the month, paid no later than the 15th of the following month inclusive, except when pay day falls on Saturday, Sunday or a holiday. If pay day falls on Saturday or Sunday unless preceded by a recognized holiday, pay day shall be on Friday. If pay day falls on a recognized holiday, pay day may be on the day prior to the holiday, if Monday is a recognized holiday, in which event pay day will be on the Friday prior. The City reserves the right to establish a 26-pay period/year pay period. Each check will have a stub, or duplicate, itemizing all legal and authorized deductions, hours worked, rate of pay for straight time and, if applicable, overtime hours worked. If an employee is not paid on the established pay day, they will receive 8 hours pay at the straight time rate for each 24-hour period until they receive their paycheck. Acts of God are the exception to this article.

10.4 - Revocation of Driver's License

Certain jobs within this bargaining unit require a valid driver's license in the performance of their job duties. Loss of this license may result in termination or suspension during the period they do not possess a valid license. The City, however, shall make reasonable efforts to accommodate the employee's loss of driving privileges. No employee may be deprived of pay or seniority based upon the revocation of their driver's license for a violation or violations of the law which result from the direct orders of their superior to specifically commit such violation or violations.

10.5 - Work Environment

The City will make every reasonable effort to provide adequate ventilation, temperature controls, sanitary facilities, and privacy. In the event these standards are not maintained, the employees affected will not be penalized for any loss of productivity arising out of these conditions.

10.6 - Bulletin Boards

The City shall furnish bulletin boards in each work area. Such bulletin boards are to be used for notices to employees given by the City, the Union, the Department of Labor, and other governmental agencies. Neither the City nor the Union may post or allow the posting of materials which are inflammatory in nature, insulting, or in poor taste. Existing bulletin boards may be used instead of installing new ones.

10.7 – Indemnification

In the event any action or claims are made by a person or entity against any employee, or their estate, for actions done while in the scope of City employment, the claim will be defended by the City and any liability incurred by the employee or estate as a result will

be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will not be paid by the City if the action or claim(s) are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may by ordinance enact indemnification provisions that provide added protections to employees, such indemnification provisions will apply to this bargaining unit.

In the event the City resolves an action or claim involving an employee for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

ARTICLE 11 PROBATION

11.1 – Object

The probationary or working test period is an integral part of the hiring and employment process. It will be used to secure the most effective adjustment of a new or promoted employee to their position, to allow the City and the employees the opportunity to consider their ability to make a long-term commitment, and for the City to reject any employee whose performance does not meet required work standards.

11.2 – Duration

The probationary period will be 6 months for all employees covered under this Agreement. A promotion or transfer could trigger additional formal probation period not to exceed 90 days. Likewise, the City may elect to return the employee to their former position during the same time without cause and without penalty to the employee. But for this one exception, a transferred or promoted employee retains all rights and entitlements. Also, any promoted or transferred employment must be apprised of formal probationary period prior to accepting the promotion or transfer.

11.3 – Dismissal

During the probationary period the Mayor may remove an employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit their continuance in the service. Any employee removed during the probationary period does not have the right to appeal to arbitration. Likewise, a probationary employee may elect to sever the employment relationship during this period without any penalty or adverse reflection on their record.

ARTICLE 12 EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement has the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event will an employee be caused to wait more than 8 working hours. The City shall make available original records or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours' notice from the Union, weekends excluded. The City, the Union, and the affected employee agree to periodically meet to review documents that relate to "stale" matters when the employee has successfully resolved the problem.

The City agrees to make available to the Union business agent, or appointed representative, individual payroll records, when requested of employees covered by this Agreement and upon receipt of written authorization from affected employees.

12.2 – Work Time Records

Work time records of employees will not be changed without consulting with the employee involved, except where time is of the essence. In such cases where the City must change a work time record, consultation with the employee will occur at the first reasonable opportunity. Copies of the employee's work time records will be made available by the City for inspection by the employee or Union Representative during working hours. In the event the employee disagrees with the City's change, even after consultation, the disagreement may be submitted as a grievance for resolution in accordance with Article 7.

ARTICLE 13 EQUIPMENT AND CLOTHING

13.1 – Clothing

The City agrees to provide work gloves, rubber boots, coveralls and such other protective clothing to be determined by the Mayor, or designated representative, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes

damaged, broken, unsafe, or unserviceable, it must be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment, and supplies.

13.3 - Personal Property

In the event the Mayor approves, in writing, the use of an employee's personal property during such employee's normal duties, the City shall reimburse the employee for the repair or replacement of said personal property. The employee, however, will not be reimbursed for the consequences of their own gross negligence or willful misconduct.

13.4 - Improved Equipment

The City shall try to provide employees with equipment that will allow the employees to work efficiently and improve productivity, e.g., computers, word processors, vehicles, and all other equipment and instruments necessary to perform the work. In the event such necessary equipment is not provided, the employee(s) affected will not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

Upon termination of employment, each employee shall return to the City any property of any kind belonging to the City, no later than the time at which the employee is paid all wages and other sums due under this Agreement.

ARTICLE 14 SAFETY

All work should be executed in a safe and proper manner. The Alaska Occupational Safety and Health Standards will serve as minimum standards.

The City shall furnish and provide adequate training in the use of such safety equipment as is necessary for the safety of the employee. Safety devices and first aid equipment as may be needed for safety and proper emergency medical treatment will be provided and be available for employees working under adverse conditions.

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - City Provided

The City shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. City required education and training will be provided at the City's expense. The actual and necessary expenses incurred by employees for approved official travel outside the City of Fairbanks because of such education and training will be paid pursuant to Article 19, Travel and Per Diem.

The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

15.2 - Employee Requested

An employee may wish to obtain education or training in addition to that provided by the City under Section 15.1. To obtain a tuition refund or reimbursement for any other conference or seminar (tuition), education or training costs and fees, including travel and accommodations, employees must first obtain prior written consent of the Mayor. Where such consent has been provided and upon proof of successful completion of the education or training, the City shall give the employee administrative leave for travel to and from, as well as attendance at, the conference or seminar and shall refund 100% of tuition paid for such education or training. The City shall also reimburse the employee for any pre-approved reasonable costs, fees, or travel expenses paid by the employee in connection with such education or training. Reasonable costs, fees, and travel expenses reimbursed for travel outside the City of Fairbanks will be as described in Article 19, Travel and Per Diem.

The employee whose educational or training request has been granted shall sign an agreement providing that any refund or reimbursement will be returned to the City on a prorated basis in the event of voluntary termination within 360 calendar days. Involuntary terminations or separations involving medical reasons will not require refunds to be returned.

ARTICLE 16 WAGES

16.1 - Wage Classification and Salaries

The wage rate, which is the package rate minus allocations for benefits, for the classifications is shown in Schedule "A." The City is not precluded from paying a higher wage rate than benchmark "C", or annual bonus as it finds necessary for superior performance to any of the employees covered by this Agreement. (See text accompanying Schedule "A," Section 3).

- A. Newly created classifications, temporary, and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills, and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City.

- C. For each year of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1.5% and a maximum increase of 3%.

(Examples: 3-year average less than 1.5%, City pays 1.5%; 3-year average greater than 3%, City pays 3%; average between 1.5% and 3%, City pays the actual average increase).

- D. Once the annual package rate increase is determined, \$.60/hour will be applied to health care for each year of the contract.

- E. For each year of this contract, the City will pay 50% of the annual increase to the health care premium, not to exceed \$50 per month.

(Examples: If the health insurance premium increases by \$100 per month, the City will pay \$50 per month. If the health insurance premium increases by \$125 per month, the City will only pay \$50 per month due to the cap. If the health insurance premium increases by \$50 per month, the City will pay \$25 per month.)

16.2 – Pay for Temporary Assignments

Under ordinary circumstances, the City agrees to use employees within their own CBA and classification. When an employee is required to assume the duties of another position more than 5 days, the employee will be paid 4% extra starting after 5 days.

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee may be appointed by the City Mayor or designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department, including performing normal duties and, if needed, performing duties of other Department employees. While serving as Acting Department Head, the employee will receive the higher rate of pay. Any leave cash out will be at the employee's regular rate, not the higher rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual call-outs, evening work on special projects, the completion of which is not feasible during the ordinary work day or work week, or other similar functions. The accrual and use of compensatory time will be pre-

authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

Non-exempt employees who are eligible for overtime may elect to accrue compensatory time at the rate of 1.5 hours for each hour worked. Compensatory time will be used in the same manner as annual leave per Article 20.

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the following exceptions. Public Safety employees may by law accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or the Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours.

16.4 - Court Appearance

Employees required for court, because of actions performed for the City in the line of duty, will suffer no loss in regular earnings but will be compensated during their service at the employee's rate of pay if on-duty. Any witness fees will be turned over to the City. If members are off-duty, they will receive pay or compensatory time at the appropriate rate with a 2-hour minimum being paid or credited.

**ARTICLE 17
PERFORMANCE EVALUATIONS**

Employees in the bargaining unit, on probationary status, will receive written performance evaluations midway through and at the completion of the probationary period. Regular employees may be evaluated as the need arises or as requested by the employee. Employees will be given at least 10 working days prior to finalization of any evaluation to make a written rebuttal, which will become a part of the employee's official personnel record.

**ARTICLE 18
FILLING OF VACANCIES**

18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions will be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another will be considered an additional qualification. Preference may

be given to the acting appointee for the vacant position pursuant to Article 16, Sections 16.2 and 16.2.1 of this Agreement.

18.2 - Vacancy Promotions

When a vacancy occurs, or a new position is created pursuant to this Agreement, the Mayor or the Human Resources Director shall post vacancy announcements which will include a job description, salary information, and a complete list of all factors or criteria, including but not limited to education, training, and experience that will be considered in making the job award. The announcement will also state whether a formal written application is necessary and where and when such application can be obtained.

Vacancy announcements must also specify the position's opening date, a job description and title, and any other pertinent information including any tests or examinations that will be required, together with the closing time and date of the application period. Copies of all such notices will also be provided to the Union's Fairbanks business office.

18.3 - Application Procedure

Where applications are to be made for any vacant or newly created position within the bargaining unit, application forms will be made available from the Human Resources Office.

18.4 – Rights

Employees offered and who accept a promotion or transfer into a vacant or newly created position will be placed at the appropriate level or step given their current level of service and compensation. For all transferred or promoted employees, length of service will remain unbroken and all accrued benefits will remain unchanged.

18.5 - Promotions/Transfers

Any employee may refuse a permanent, non-disciplinary transfer to a lower or comparable rank or classification or a promotion to a higher rank or classification. Such refusal will not be the basis for discipline or any other adverse action including but not limited to: leave, training or reimbursement request denials, an otherwise unwarranted demotion or transfer, changes in work assignments, work location, or support personnel.

ARTICLE 19 TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

Business travel shall be governed by the current City Travel Policy, as adopted by the Mayor. Employees' time spent at official conferences, meetings, or training sessions is compensable. If the employee is unable to return to the normal work place, a full 8 hours

of compensable time is earned. Should the actual training or meetings exceed 8 hours, all time spent is compensable.

The City will fully reimburse the employee for travel, lodging, parking, and other required expenses. The City will use the State of Alaska per diem rates for all travel meals and optional items.

19.2 - Use of Personal Vehicles

Employees are not authorized to use their privately-owned vehicles for City business. However, when members are authorized by the City in writing to so use their private vehicles for official business, reimbursement for such use will be at the rate allowed by the Internal Revenue Service. In the event the employee is required to respond to a problem or emergency after regular work hours, the employee may use their personal vehicle to go directly to and return from the site of the problem or emergency and be reimbursed at the rate allowed by the Internal Revenue Service.

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

A. Employees accrue leave according to the following schedule:

0 to 24 months of service:	160 hours per calendar year;
25 to 60 months of service:	200 hours per calendar year;
Greater than 60 months of service:	240 hours per calendar year.

B. Leave Cap -

A cap of 600 hours will be placed on leave. If any employee has over 600 hours of leave at the end of the calendar year, then the amount over 600 hours must be cashed out.

C. Grandfather Clause-

On Dec 31, 2020, those employees that have over 600 hours in their leave bank have five years to cash it out or take their leave to reduce the balance to 600 hours or less. After five years, Dec 31, 2025, all leave over 600 hours must be cashed out.

20.2 – Leave Requests

Scheduled personal leave may 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 must notify the supervisor as soon as possible.

20.3 - Termination Cash Out

Upon termination of any employee covered by this Agreement, the full value of all accrued personal leave must be paid at the employee's then-current rate of pay. The City will make pension contributions on all compensable hours.

20.4 - Draw Down of Personal Leave

Subject to the "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 Mayor or designee. The cashed-out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. Cash outs will be subject to union dues, and the City will make pension contributions on all leave cash outs.

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

Total Personal Leave Hours for Draw Down:

- 0 - 200 hours: Cannot cash out without Mayor or designee approval.
- Over 200 hours: 100% cash out value.

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. The following will 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 4 hours, and deliver said leave slip to the Finance Department.
- B. Each leave slip will have written or typed along the bottom: "Leave donated to (employee name)." The employee receiving the leave donation will have the amount of leave converted to their pay rate.
- C. Once personal leave is donated, it is irretrievable by the donor.
- D. It is the understanding of the City that the Internal Revenue Service currently treats donated leave as income to the recipient, and not a taxable event to the

donor. However, the City has no control over the tax treatment of such donated leave.

20.6 - Expiration of Accrued Personal Leave

An employee who exhausts accumulated personal leave may request leave without pay, which may be granted at the discretion of the Mayor in accordance with Section 21.6 of this Agreement. In exercising such discretion, the Mayor may require a report from the employee as to their expected time to return to work. The employee may also be required to submit to their supervisor a monthly report affirming the nature of the absence.

20.7 - Seniority Rights During Illness or Disability

Seniority rights accrued by an employee up to the date of commencement of a sickness or disability which requires absence from work will not be lost during any period of approved absence due to sickness or disability. Additional seniority rights will not accrue during any period of leave without pay attributable to a non-work-related sickness or disability, except as provided for under the parental leave provisions of this Agreement.

20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position will be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability will be deemed to establish that the employee will be unable to return to work unless the employee, by 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 comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

20.9 - Light or Limited Duty

In the event of an injury precluding the employee from returning to full duty status, the City and the Union shall mutually establish the scope of the employee's adjusted duties and adjusted rate of pay, with the employee's physician's approval of the adjusted duties. The employee's regular rate of pay will be reinstated by the City upon receipt of a doctor's full work release.

**ARTICLE 21
OTHER APPROVED ABSENCES**

21.1 - Family/Medical Leave

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

21.2 – Elections

An employee shall be given the necessary time off, without loss of pay, for the purpose of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.

21.3 - Jury Duty

Employees required to serve on jury duty will suffer no loss in regular earnings but will be compensated during their service while serving such jury duty, provided, however, that any jury duty pay received is turned over to the City by the employee. It is agreed that an employee reporting for jury duty who is then released for the day will return to work for the rest of the work shift.

21.4 - Funeral Leave

An employee may use personal leave or leave without pay to attend a funeral, when approved by the Mayor.

21.5 - Military Service Leave

Military leave means training and service performed by an inductee, enlistee, or reservist, or any entrant into a temporary component of the Armed Forces of the United States and the time spent reporting for and returning from such training in service, or if a rejection occurs, from the place of reporting for service. It also includes active duty training as a reservist in the Armed Forces of the United States or as a member of the National Guard of the United States, where the call is for mandatory training only. A copy of the employee's Orders must be provided to Payroll.

- A. Eligibility. Any permanent employee who leaves the City service for compulsory military duty will be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.

- B. Restoration. An employee returning from military leave will be entitled to

restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time they are qualified to return to work, such person will be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness will be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there will be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.

- C. **Disposition of Vacation Leave.** An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision will be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits will be reinstated upon return of the employee to the City service.

- D. **Military Reserve Training or Emergency National Guard Service.** Any employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave will be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

Regular employees in good standing may be granted leave without pay. An employee is in good standing if their job performance has been satisfactory for a period of 12 months preceding their request.

Requests for leave without pay will be made in writing to the Mayor. Approval of such leave requests will be made on an individual basis. Where service requirements permit and where the employee has demonstrated a serious and legitimate need, approval will not be unreasonably withheld. Cost of such request will be a factor in such determination.

While on leave without pay, seniority and personal leave will not accrue. Longevity credits for completing probation and pay anniversary date will also be suspended during any period of leave without pay.

Where leave without pay is granted, the employee will not first be required to use their accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by assigned

or temporary employees. At the expiration of any period of leave without pay, the employee has the right to and will be reinstated to the position vacated.

21.7 - Union Leave

A regular employee elected or appointed to a position as a full-time Union official will be entitled to a maximum of 30 days leave of absence from the City to fill their Union position. During such leave of absence, such employee will have the right to elect, without penalty, to return to their former position with the City. In the event such election is made, the employee's anniversary date will be adjusted for any period of leave without pay in accordance with Section 21.6. In the event the employee does not elect to return to their former position by the end of this 90-day period, the employee will forfeit their seniority with the City. Upon termination of their position with the Union at any time after expiration of this 90-day period, said employee shall be given the first option, for a period of 3 years, in filling a vacancy which may occur in the department or classification in which they were formerly employed or for which they are otherwise qualified. The Union shall notify the City when the employee has terminated their Union position. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Section 23.2(B) - Notice of Recall.

ARTICLE 22 SENIORITY

22.1 - Definition of Seniority

There are two types of seniority for members of this bargaining unit:

- A. Seniority is total length of service the member of this bargaining unit has worked for the City without separation, without regard to prior bargaining unit(s), subject to adjustment as set forth in this Agreement.
- B. Classification seniority is the length of service of the employee in the job classification with the City, subject to adjustment as set forth in this Agreement.

22.2 - Termination of Seniority

- A. Seniority will be terminated upon:
 - 1. Discharge;
 - 2. Resignation;
 - 3. Layoff for a period of 2 years or more (or 9 months in the case of medical incapacity due to non-job-related injury or illness), or inability to return to work from a job-incurred injury or illness of 2 years or more as provided for in Section 20.8;
 - 4. Failure to respond in a timely and/or prescribed fashion to notice of recall;
or
 - 5. Failure to return from an approved leave of absence on the stipulated date of expiration, or any unapproved absence from work without advance Employer approval in the absence of a legitimate and verifiable explanation.
- B. Seniority will not be interrupted by:
 - 1. Periods of approved leave, except as set forth in Section 21.6 - Leave Without Pay;
 - 2. Workers' Compensation Leave, up to one year;
 - 3. Military Leave;
 - 4. Family/Medical Leave as set forth in Section 21.1; or
 - 5. Active military duty when recall for such duty is beyond the control of the employee.

ARTICLE 23 LAYOFF

23.1 - General Provisions

- A. Layoff(s) will be made by classification, starting with the least senior member in the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, will not be considered a separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will be suspended during the period of layoff.
- B. An employee receiving a layoff notice (the “noticed employee”) has 5 working days to notify the Mayor in writing of the employee’s intent to displace (“bump”) another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee’s classification, at the pay rate of the other employee. The displaced employee will then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee will be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
 - 1. The classification layoff list will be ranked in inverse order of layoff. The recalled position will be offered to the first employee on the classification layoff list.
 - 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
 - 3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff list, the employee must provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit's layoff list.

4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
5. If an employee is recalled to a position in which he or she has attained regular status, the recalled employee will be appointed to that position as a permanent employee. If an employee is recalled to a position in which he or she has not attained regular status, the recalled employee will be appointed to that position as a probationary employee.

B. Notice of Recall. Notice of recall will be sent to all laid off employees at their last known address by restricted delivery certified mail and by certified mail to the Union's Fairbanks business office. The employees on the recall list shall, within 10 working days after receipt of the recall notice, notify the City in writing as to their decision regarding the recall offer. The employee at the top of the recall list shall have the first opportunity to accept the position provided they possess the qualifications for the position being recalled. If the City does not receive notice as required above from the employee first eligible for recall within the 10 working day period of when the recall notice was postmarked, then that employee goes to the bottom of the recall list, and the next individual on the list who responded to the notice of recall and who possesses the qualifications for the position will be offered the position. If none of the individuals on the list who respond possess the required skills and abilities, the City may implement a recruiting process pursuant to Article 18, Filling of Vacancies.

23.3 – Notification

In every case of layoff of any regular or probationary employee, the City shall give the employee at least 30 days' written notice in advance of the effective date as provided for in Section 8.1.

ARTICLE 24 NO STRIKE OR LOCKOUT

24.1 - No Strikes

The Union agrees that during the life of this Agreement it will not sanction, authorize, initiate, aid, or encourage any work stoppage, slowdown, "sick-out", refusal to work, or strike against the Employer.

24.2 - No Lockouts

The City agrees that during the term of this Agreement there will be no lockouts.

24.3 - Violations

Any alleged violation of this Article, whether by the Union or the City, may be submitted to the Alaska Labor Relations Agency as soon as possible.

ARTICLE 25 SEVERABILITY

In the event any term or provision of this Agreement is found to be in violation of law or not to comply with administrative regulations or requirements, or is otherwise unenforceable, the remainder of this Agreement will continue in full force and effect and will be interpreted in a manner consistent with the spirit and purpose of this Agreement. In the event a provision is found to be contrary to law or to not comply with administrative regulations or requirements or is otherwise unenforceable, either the City or the Union may demand renegotiation of such unlawful or non-complying provision in a manner which will be lawful or compliant. Any such demand must be made within 60 days from the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26 DURATION OF AGREEMENT

26.1 - Term of Agreement

This Agreement will be effective from January 1, 2021 through December 31, 2023. Any provision within this Agreement which has a retroactive effect will only apply to those employees covered by this Agreement and employed by the City on the date that this Agreement is approved and signed by both the City and the Union. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2023, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. Changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement will continue in full force and effect until a new agreement is reached, ratified, and executed by the parties.

- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement will become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

This Agreement is binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained will be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sale, transfer, or assignment by either party hereto, including any change in ownership or management of either party and any change in the place or location of business of either party.

26.4 - Dispute Resolution

Any dispute involving the commencement date or termination date of this Agreement will be considered a grievance and submitted to the expedited grievance-arbitration procedure set forth herein unless the parties mutually agree to submit the issue for judicial review.

26.5 – Printing

Upon final consummation and approval of this Agreement, it will be printed in booklet form. The Union agrees to pay the cost of the printing and furnish a reasonable number of copies to the City.

26.6 – Ratification

The City and Union Representatives will seek ratification as soon as practicable after the Agreement has been finalized by both parties.

ARTICLE 27 DEFINITION OF TERMS

27.1 - Tense, Number and Gender as used in this Agreement

- A. Words in the present tense include the past and future tenses, and words in the future tense include the present tense.
- B. Words in the singular number include plural, and words in the plural number include the singular.
- C. Words of any gender include masculine, feminine, and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

27.2 – Definitions

For purposes of this Agreement, terms shall be defined to mean:

- A. "Administrative Leave" means authorized absence from an employee's regular work duties for purposes such as training, education, or other reasons.
- B. "Base rate" means the specific dollar amount paid the employee.
- C. "Anniversary date of hire" means the date at which an employee has completed a service year of 52 weeks of paid service.
- D. "Promotion" is the assignment of an employee from one position/classification to another which will provide an increase in salary and which has a higher base rate of pay.
- E. A "regular appointment" is an appointment without time limitation, or special restrictions as to continued employment.
- F. A "regular employee" is an individual receiving a regular appointment.
- G. A "permanent employee" is one who has successfully completed probation.
- H. "Member" and "employee" mean a member of the bargaining unit covered by this Agreement unless the context indicates otherwise.
- I. "Position" is the office or employment whether occupied or vacant, full-time or part-time, consisting of duties and responsibilities assigned to one individual by competent authority.
- J. "Compensatory time" is defined in Section 16.3.
- K. "Seniority" is defined in Section 22.1.
- L. "Package Rate" includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.

IBEW SCHEDULE A					EFFECTIVE 01-01-2021	
POSITION CLASSIFICATION	RANGE A 90%	RANGE B 95%	RANGE C 100%	RANGE D 105%	RANGE E 110%	PACKAGE RATE BASED ON RANGE C
Administrative Assistant	25.98	27.42	28.87	30.31	31.75	44.08
HR Generalist	28.61	30.20	31.79	33.38	34.97	47.00
Legal Secretary	30.43	32.12	33.81	35.50	37.19	49.02
Deputy City Clerk	27.57	29.10	30.64	32.17	33.70	45.85
Deputy City Clerk/Cashier	25.98	27.42	28.87	30.31	31.75	44.08
City Engineer	47.16	49.78	52.40	55.02	57.64	67.61
Engineer III	42.65	45.02	47.39	49.76	52.13	62.60
Engineer II/Engineer Assistant II	34.09	35.98	37.87	39.77	41.66	53.08
Engineer I/Engineer Assistant I	31.20	32.93	34.67	36.40	38.13	49.88
Engineer Tech Supv/Surveyor	42.65	45.02	47.39	49.76	52.13	62.60
Environmental Manager	41.11	43.40	45.68	47.96	50.25	60.89
Quality Control Officer	30.05	31.72	33.39	35.06	36.73	48.60
Public Works Director	45.66	48.20	50.73	53.27	55.81	65.94
Building Official	44.76	47.25	49.74	52.22	54.71	64.95
Combination Building Inspector	34.97	36.91	38.85	40.79	42.74	54.06
Plans Examiner	35.20	37.16	39.11	41.07	43.02	54.32
Senior Structural Plan Check Engineer	42.65	45.02	47.39	49.76	52.13	62.60
Code Compliance Inspector	34.01	35.90	37.79	39.68	41.57	53.00
Police Chief	52.83	55.77	58.70	61.64	64.57	66.91
Emergency Dispatch Center Manager	41.42	43.72	46.02	48.32	50.62	61.23
Fire Chief	52.83	55.77	58.70	61.64	64.57	73.91
Assistant Fire Chief	43.47	45.88	48.30	50.71	53.13	63.51
Chief Financial Officer	49.06	51.78	54.51	57.24	59.96	69.72
Controller	42.87	45.25	47.64	50.02	52.40	62.85
General Ledger Accountant/Grants Manager	40.28	42.52	44.76	47.00	49.23	59.97
Accounting Specialist	28.58	30.17	31.75	33.34	34.93	46.96
INACTIVE REPRESENTED POSITIONS LISTED BELOW						
Engineer IV	42.88	45.27	47.65	50.03	52.41	62.86
Property Development Manager	38.74	40.89	43.04	45.19	47.34	58.25
FMATS MPO Coordinator	50.08	52.86	55.64	58.42	61.20	70.85
FMATS Administration Assistant	27.85	29.40	30.94	32.49	34.04	46.15
FMATS Planner	31.20	32.93	34.67	36.40	38.13	49.88
NOTES:						
Police Chief does not participate in IBEW pension plan.						
Deputy City Clerk with CMC certification to receive additional \$2.42 per hour on benchmark wage.						
Package includes \$7.00 per hour for pension and \$8.21 per hour for health care.						

Section 2.

After the package rate is set effective January 1, as provided in Section 16.1(A) and after the Union designates allocation to Pension and H&W, employee will be paid at the benchmark Range C unless, based upon merit evaluation of employee experience, knowledge and skills, dedication, and performance, the Mayor finds that individual wages be adjusted to the following ranges.

Range A	Range B	Benchmark Range C	Range D	Range E
90%	95%	100%	105%	110%

Range A is meant to be the starting wage for employees whose knowledge, experience, or skills are still developing. It is also meant to apply to employees whose knowledge, skills, or performance have declined to the minimally acceptable level.

Range B is meant to apply to employees whose knowledge, skills, and experience are progressing but have not yet reached the average. It is also meant to apply to employees whose knowledge, skills, and performance have slipped below average.

Range D is meant to apply to employees whose knowledge, skills, and experience are above average and for employees whose performance is above average.

Range E is meant to apply to employees with extensive knowledge, skills, and ability whose performance is superior.

While initial range placement and subsequent range advances to a higher range are at the discretion of the Mayor, employee(s) may not be moved from a higher to a lower Range without just cause subject to the following:

- a. In the event the Mayor has concerns about the adequacy of an employee's work performance which may trigger a decision of a reduction in pay range, the performance issue will first be orally discussed by the employee, the Department Head, and the Mayor.
- b. After said meeting, a written "performance improvement plan" identifying the areas needed for improvement will be provided to the employee. Follow up meetings will be held at the request of the employee
- c. 6 calendar months or more will be allowed to elapse after the issuance of the performance improvement plan before any decision to reduce pay range is made.
- d. Prior to the Mayor's decision to reduce pay, a pre-disciplinary meeting will be held with the employee, the Department Head, the Mayor and any other persons the employee wishes to attend so that the issues can be discussed.
- e. Prior to the Mayor's decision to reduce pay, the Mayor will inform the Union Business Agent of the decision and provide 30 days' notice before the reduction is made.

- f. Should the employee elect to grieve the matter, they will remain at the prior pay range until the grievance is resolved under the terms of this collective bargaining agreement.

If an employee is involuntarily moved to a lower pay range, that demotion will not last longer than one calendar year. If the Mayor wishes to again reduce the pay range, the above procedure will be followed.

Section 3.

Classifications marked with # will routinely be entrusted with confidential information placing them in a potential conflict of interest between their roles as City officials and bargaining unit members. In such situations, the employees' duty as a public official will prevent any disclosure of information subject to the provisions of law.

Introduced by: Mayor Matherly and
All City Council Members
Finance Committee Review: February 16, 2021
Introduced: February 22, 2021

RESOLUTION NO. 4955

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR
AND ACCEPT FUNDS FROM THE ALASKA MENTAL HEALTH TRUST
AUTHORITY FOR THE CRISIS NOW COMMUNITY COORDINATOR**

WHEREAS, the City of Fairbanks has been notified by the Alaska Mental Health Trust Authority (Trust) that a Crisis Now Community Coordinator is part of the Trust's overall Crisis Now implementation strategy; and

WHEREAS, the City of Fairbanks would partner with the Trust to implement the Crisis Now strategy; and

WHEREAS, the City of Fairbanks Crisis Now Community Coordinator would serve as a liaison between the local Community Implementation Team, the Trust and consultants throughout the development of the Crisis Now project in Fairbanks; and

WHEREAS, the City of Fairbanks plans to request \$130,381 and will continue to provide in-kind administrative support and facility space.

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 requesting and accepting funds on behalf of the City for the Crisis Now Community Coordinator grant.

PASSED and APPROVED this 22nd Day of February 2021.

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: 4955

Abbreviated Title: CRISIS NOW COMMUNITY COORDINATOR

Department(s): MAYOR'S OFFICE

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:

PROJECT EXPENSES:	Supplies	Travel	Personnel	Total
Crisis Now Community Coordinator	\$3,000	\$7,000	\$120,381	\$130,381
TOTAL	\$3,000	\$7,000	\$120,381	\$130,381

FUNDING SOURCE:	Supplies	Travel	Personnel	Total
Grant Fund (State)	\$3,000	\$7,000	\$120,381	\$130,381
				\$0
TOTAL	\$3,000	\$7,000	\$120,381	\$130,381

The City will provide administrative support, facility space and office equipment for the Crisis Now Coordinator.

Reviewed by Finance Department: Initial cp Date 2/10/2020

RESOLUTION NO. 4956

**A RESOLUTION HONORING ELIZABETH PERATROVICH AND
RECOGNIZING ELIZABETH PERATROVICH DAY**

WHEREAS, Elizabeth Peratrovich, of the Tlingit Nation, was an important civil rights activist who fought for equality for Alaska Natives; and

WHEREAS, Elizabeth Peratrovich advocated for the passage of The Alaska Territorial Legislature's Anti-Discrimination Act of 1945, the first anti-discrimination law in the United States; and

WHEREAS, Elizabeth Peratrovich was also an advocate for equal educational opportunities for Alaska Natives; and

WHEREAS, in 1988, the Alaska State Legislature established February 16 of each year as Elizabeth Peratrovich Day.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fairbanks hereby recognizes Elizabeth Peratrovich Day and honors Elizabeth Peratrovich for her tireless efforts in the fight for equality for Alaska Natives.

PASSED and **APPROVED** this 22nd day of February 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney



CITY OF FAIRBANKS

MEMORANDUM

To: City Council Members
From: Mayor Matherly
Subject: Request for Confirmation – Fairbanks Police Chief
Date: February 17, 2021

Following the review of all documentation and in response to the recommendation made by a panel of community members; I have made the decision to appoint Lieutenant Ron Dupee to Police Chief.

Because of his lengthy career and dedication to the Fairbanks Police Department, his commitment to the community, and his innovative ideas to continue to move our Police Department forward; I am confident this decision is in the best interest of the City of Fairbanks.

Thank you.

Attachment: Ron Dupee Application Packet

RON DUPEE

Chief of Police Applicant

BIOGRAPHY

COVER LETTER

APPLICATION

RESUME



Ron Dupee BIO

- Please give a brief description of your work history.

I began my law enforcement career as a civilian with the Alaska State Trooper Wildlife Division (AWT). In 2000 I attended the Alaska Department of Public Safety Academy in Sitka Alaska before I moved to Dutch Harbor Alaska to work on a Trooper patrol vessel. I served on the Alaska State Troopers Tactical Dive Team. While serving with AWT I also served the Unalaska Dept of Public Safety as Reserve Officer. I was hired as a Corrections Officer with Unalaska DPS and a short time later as a Patrol Officer. While working for Unalaska DPS I created, and lead, a Dive Team for evidence recovery. I returned to Fairbanks in 2005 when I was hired as a Patrol Officer with the Fairbanks Police Department. I became a Field Training Officer and Instructor in the areas of Taser, Standard Field Sobriety Tests (DUI), Datamaster, and Drug Recognition Expert. In 2016 I was promoted to the rank of Patrol Sergeant. In 2018 I was promoted to Lieutenant. In the spring of 2020, I graduated from the FBI National Academy, a highly sought-after training program for Law Enforcement executives. Only the top 1% of Law Enforcement executives are accepted to attend. Since September of 2020 I have been the acting Deputy Chief of the Fairbanks Police Dept.

- Please give any personal details you would like to share (family, hobbies, etc.)

I was born and raised here in Fairbanks. I graduated from West Valley High School and attended College at UAF. I played hockey for the Fairbanks Ice Dogs for 2 years before starting my Law Enforcement career. In 2002 I married my wife, Dawniel Dupee, who currently works for UAF. Together we have 3 boys. I am active in the community helping coach hockey and sitting on various boards. Being a home grown Fairbanksan I have participated in many of the great adventures that Fairbanks and Alaska have to offer. My fondest memories from my childhood are of my dad and his heart for the people in this community. He was always serving others and helping anyone in need. Some of my closest friends to this day are from our adventures of hunting, and fishing. This is a legacy I want for my kids, help those who need it, be kind, respectful and the hardest working person in the room, but don't forget to enjoy the great things this city and state have to offer. I continue to embrace all the seasons of Fairbanks and spend much of my time outdoors enjoying time with my family, hunting, fishing, and trapping.

- Why do you want to be the Police Chief for Fairbanks Police Department?

Since I was 20 years old, I knew I wanted to serve my community, make it safer, and help others. I knew the right direction for me was to go into a law enforcement. I was so driven to accomplish this goal I put myself through the police academy. It has been a great privilege and honor to work for the last 16 years in the community I was born and raised in. It has been rewarding to have the opportunity to help the people in our community. Going through the ranks at FPD I believe I have the tools and experience to continue a legacy of excellence through policing and serving the Golden Heart community. I believe the men and women at the Fairbanks Police Department deserve a Chief that will treat them with respect and inspire them to do excellent work. The citizens of the City of Fairbanks deserve Officers who show excellence in every contact and a Police Department which is transparent and open. Our employees deserve to know they will be held accountable for their actions and decisions. I want to be the Chief of Police for the Fairbanks Police Department because I believe that I can create a culture of trust, promote community relationships, inspire Officers, create inclusion and transparency of the Fairbanks Police Department. I was born and raised in Fairbanks I have raised my family here, and ultimately, I want to retire here. I want Fairbanks to be a place we can all be proud to call home.

Thank you,

Ron Dupee

RON DUPEE

• Fairbanks, AK 99708 •

12/14/2020

Jim Matherly
Mayor
City of Fairbanks
800 Cushman St
Fairbanks, Alaska 99701

Dear Mayor Matherly:

As a respected law enforcement professional offering expertise across comprehensive departmental operations, I am pleased to present the enclosed resume for your review. My technical expertise and proven communication skills are complemented by my demonstrated strength in providing key leadership and training. Reliably upholding the law and resolving critical issues to ensure public safety, I am poised to enhance results as Chief of Police for the Fairbanks Police Department, both immediately and long term.

My highly effective communication abilities ensure productive interaction with diverse audiences, fostering trust, and driving efficiency. Throughout my sixteen-year experience with the Fairbanks Police Department, I have developed and applied my law enforcement skills through extensive training. Performing interviews, securing evidence, and developing leads, I consistently ensure the accomplishment of critical objectives.

Please consider the following:

- Model dedication, respect, and professionalism. Served as acting Deputy Chief, Promoted to Lieutenant in '18. Served as Sergeant from '16. Served as an acting Sergeant for one month in '12; demonstrated strength in providing departmental leadership and guiding junior officers. Facilitated the creation of two permanent traffic unit positions within the office. Provided leadership as Union President.
- Frequently honored for outstanding performance; Meritorious Service Medal, Police Medal with Valor, earned Eagle Award for outstanding service three times. Additionally awarded Alaska Highway Safety Office (AHSO) Highway and Emergency Related Operations (HERO) award for performance.
- Recognized with Mothers Against Drunk Driving (MADD) Outstanding Service Award for DUI arrests in '09; additionally earned AHSO '10 Award of Excellence for most state-wide DUI arrests by a non-patrol officer.
- Completed extensive professional development, including FBI National Academy. Technologically proficient utilizing law enforcement equipment as well as computer technology.

My outstanding experience and law enforcement knowledge give me confidence in my ability to quickly become a valued member of your command staff team. An interview in which we can more fully discuss my potential contributions as a Lieutenant would be most welcome. Thank you for your consideration.

Sincerely,



Ron Dupee

City of Fairbanks
Internal Job Application
Updated Resume Required

The City of Fairbanks is an equal opportunity employer and affords equal opportunity to all applicants for all positions, without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, veteran status or any other status protected under local, state or federal laws.

Position(s) Applying for:	Job Number(s)
Chief of Police	

Applicant Information:

Last Name: Dupee	First Name: Ron	MI: J
Address: _____		
Telephone Number: Home/ Mobile: _____	Work: _____	Ext: _____

Current position at City of Fairbanks: <u>Acting Deputy Chief</u>
Department: <u>Fairbanks Police Department</u>
Original Date of Hire: <u>June 15th</u> / <u>2005</u>

Please complete the following questions. Use additional pages if necessary.

- 1) Have you read the Job Description(s) and can you perform the essential functions of this job?
Yes, I have read the job description and I can perform the essential, and non-essential functions of the Chief of Police


- 2) Describe your current qualifications for the position you are applying for, to include education, skill, abilities, work habits, and work experience.

See Attached

- 3) Explain why you are applying for this position.

See Attached

By signing below you signify that all information contained above is accurate, that you have read and understand the job description, and are able and willing to perform the functions and duties of that position.



12/23/20
Date

For HR use only:			
Date Rec'd _____	Rec'd by _____	Logged in job folder _____	MUNIS _____

Questions for Application

1. Yes, I have read the job description and I can perform the essential, and non-essential functions of the Chief of Police.
2. I began my law enforcement career as a Fish and Wildlife Aide with the Alaska State Trooper in 1999. I have been a law enforcement officer for over 20 years. My employment with the Fairbanks Police Department began in 2005 and I have worked up to the current rank of Lieutenant. Currently I am the most senior Lieutenant at FPD, with more than double the police supervision time of the next Lieutenant. In my time with FPD I have worked as a patrol officer, Field Training Officer, Sergeant, Lieutenant, and the acting Deputy Chief.

During my tenure with FPD I also held the position of PSEA Corporate board President for the union. Holding this position allowed me to gain knowledge in budgeting and managing employees. PSEA had 4 fulltime employees and a budget of about 1 million dollars that I was responsible for.

I currently hold an Advanced Certificate from the Alaska Police Standards Council. While I do not possess a degree, I do have over 60 college credits including 12 which I received this year, 2020, when I graduated from the FBI National Academy, session #279. The FBI National Academy is an advanced law enforcement administrative course held in Quantico, Va. Only 1% of law enforcement administrators are selected and attend this school.

3. There are many reasons I am applying for this position. I was born and raised here in Fairbanks and have raised my children in this great community. I believe the Police Department deserves a Chief who understand the local community and one who understands the Police Department. Being a homegrown leader, I believe I can bring an intimate perspective to promote positive, safe policing and professional relationships with the department and the community members. You will find in my resume my extensive history of experience that is needed to produce a future plan of success ensuring the Police Department's environment is welcoming, and continue to pursue in developing and advancing the Police Department to be made up of diverse groups of individuals. Creating an environment that represents inclusion will ensure insight into the unique cultures of Fairbanks to be represented and respected during contact with every community member. I want to make Fairbanks a place where people feel comfortable raising their children and walking down the street. I have spent the last 16 years in various positions at the Fairbanks

Police Department and believe I have the extensive and progressive experience that is required in serving as Chief of Police. I have watched and learned from the various leadership styles and leadership directions that have come and gone. From the many different styles of leadership, I find that the most important skills are communication; active listening, clarity, and transparency. The best thing about the Fairbanks Police Department is, FPD is one big family. My desire is to equip and train every officer for excellence, to make FPD an attractive place to work and to build positive relationship with the members and the Fairbanks community. We cannot accomplish our goals without community focused support. I believe I have the experience and knowledge to achieve the Police Department role in the City of Fairbanks Missions statement: "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."

Education

I was born and raised in Fairbanks, Alaska. I attended Monroe Catholic High School and graduated from West Valley High School in 1997 with my high school diploma. I attended the University of Alaska Fairbanks taking my core classes while playing hockey with the Fairbanks Ice Dogs Jr Hockey team. I then paid my way through the ALETS academy in Sitka. After being hired as an Officer with the Fairbanks Police Department I completed some college classes through UAF, I later enrolled in an Associates' program in Business Management Degree with Eastern Gateway Community College. At this time have over 60 credit hours. In January of 2020, I attended the only class at the FBI National Academy, Session #279, where only 1% of the nation's top law enforcement officers train in all areas of leadership.

11/2003 - APSC Basic Police Officer Certificate
06/2010 - APSC Certified Police Instructor
05/2011 - APSC Intermediate Police Officer Certificate
03/2017 - APSC Advanced Police Officer Certificate

Work Experience

Patrol Lieutenant

March 2018-Present

*Fairbanks Police Department
911 Cushman Street
Fairbanks, Alaska 99701
907.450.6500*

Supervise patrol Sergeants and assist with command staff operations. Scheduling, overtime, reviewing reports and approving reports. Field supervision of patrol sergeants and patrol officers, going to calls and assisting. Supervises patrol and traffic activities on an assigned shift by briefing personnel at roll call on previous shifts' activities; assigns personnel to specific areas or tasks on a shift; inspects personnel for proper uniform and equipment; observes subordinate officers to evaluate performance, and provides assistance; reviews activity reports of subordinates for completeness and accuracy; recommends appointments, service awards.

Extra Duties:

Department Training Lieutenant, Datamaster Supervisor, Standard Field Sobriety Test Instructor, Drug Recognition Expert, Drug Recognition Expert Instructor, Field Training Officer, Calls for Service Team, Training Team, After Action Review Team, Team Leader for Accident Investigation Team, Computer Technology Administrator, SWAT Tech Officer, Supervisor for Shop With A Cop.

Achievements:

Police Medal with Valor December 2017. Meritorious Service Medal August 2017. 2017 Exemplary First Responder Award. Honored three times with Eagle Award for outstanding service; additionally awarded Alaska Highway Safety Office (AHSO) Highway and Emergency Related Operations (HERO) award for performance. Earned Mothers Against Drunk Driving (MADD) Outstanding Service Award for DUI arrests in '09; additionally earned AHSO '10 Award of Excellence for most state-wide DUI

arrests by non-patrol officer. 2 Personal Commendations, 2 Letters of Commendation and several Letters of Appreciation.

Patrol Sergeant

November 2016-March 2018

*Fairbanks Police Department
911 Cushman Street
Fairbanks, Alaska 99701
907.450.6500*

Supervise patrol officers and assist Lieutenants with command staff operations. Assist the Lieutenants with scheduling, overtime, reviewing reports and approving reports. Field supervision of patrol officers, going to calls and assisting. Supervises patrol and traffic activities on an assigned shift by briefing personnel at roll call on previous shifts' activities; assigns personnel to specific areas or tasks on a shift; inspects personnel for proper uniform and equipment; observes subordinate officers to evaluate performance, and provides assistance; reviews activity reports of subordinates for completeness and accuracy; recommends appointments, service awards.

Achievements:

Police Medal with Valor December 2017. Meritorious Service Medal August 2017. 2017 Exemplary First Responder Award. Honored three times with Eagle Award for outstanding service; additionally awarded Alaska Highway Safety Office (AHSO) Highway and Emergency Related Operations (HERO) award for performance. Earned Mothers Against Drunk Driving (MADD) Outstanding Service Award for DUI arrests in '09; additionally earned AHSO '10 Award of Excellence for most state-wide DUI arrests by non-patrol officer. 2 Personal Commendations, 2 Letters of Commendation and several Letters of Appreciation.

Patrol Officer / Permanent Traffic Unit Officer

June 2005-November 2016

*Fairbanks Police Department
911 Cushman Street
Fairbanks, Alaska 99701
907.450.6500*

Special Assignment the Traffic Unit; Duties included heavy traffic enforcement with an emphasis on impaired driving, speed enforcement and occupant protection. Presenting training to law enforcement agencies, service agency, schools and community groups on Standardized Field Sobriety Tests, Drug Recognition Expert, Occupant Protection and traffic laws. Patrol Officer duties included protection of life and property through enforcement of statutes and laws, render emergency assistance to the public, patrol residential, rural and business areas of the City. Perform standard crime and accident prevention duties, apprehend criminals, serve arrest warrants, court documents, issue citations for violations of City ordinances and State statutes, identify and recover stolen property, investigate traffic accidents and crimes, make arrest decisions and determine when to use force or firearms.

Achievements:

During my time with the Traffic Unit I was able to help convert the unit from a 2 man unit to a 4 man unit supervised by a Sergeant. I helped get a contractual change to allow half of the unit to remain in permanent status. I created and updated statistical sheets for the unit. I wrote grants and secured funding for training classes for members of the unit. Served as Acting Sergeant for one month in 2012; demonstrating strength in departmental leadership and guiding junior officers. Recognized as go-to resource for information technology; demonstrated key proficiency with applicable computer programs.

Patrol Officer

September 2002-June 2005

*Unalaska Department of Public Safety
PO Box 370
Unalaska, Alaska 99685
907.581.1233*

Patrol Officer duties include protection of life and property through enforcement of statutes and laws, render emergency assistance to the public, patrol residential, rural and business areas of the City. Perform standard crime and accident prevention duties, apprehend criminals, serve arrest warrants and court documents, issue citations for violations of City ordinances and State statutes, identify and recover stolen property, investigate traffic accidents and crimes, make arrest decisions and determine when to use force or firearms.

Special Assignments:

While working for the Unalaska DPS I had many special assignments. I formed a tactical dive team based on training I had received with AST. I wrote policies and procedures and implemented the program. I was in charge of the Public Safety Tactical Dive Team and ran operations to search for persons suspected of drowning. I designed a new graphic for the side of the marked patrol vehicles.

Corrections Officer

March 2002 - September 2002

*Unalaska Department of Public Safety
PO Box 370
Unalaska, Alaska 99685
907.581.1233*

Corrections Officer duties included maintaining security within the institution and overseeing the health and safety of staff and prisoners. Patrol and visually inspect units, prisoners, prisoner property and clothing, to ensure the welfare, safety and security of the facility and the occupants. Maintain visual surveillance of grounds by foot. Perform inspections and searches of inmates and cells, checking for contraband and compliance with regulations; investigate and report unusual circumstances. Conduct pat and/or strip searches of prisoners and visitors. Observe prisoners directly and indirectly through visual, audio and video monitoring, checking for unusual or abnormal activity, to ensure the physical safety of prisoners, staff and the public. Observe and respond to obvious and subtle changes in prisoner conversation or behavior that might be inappropriate or indicate the potential for trouble.

Boat Officer 1

November 2000 - March 2002

*Alaska State Troopers Wildlife Protection
2315 Airport Beach Rd
Dutch Harbor, Alaska 99685
907.581.6303*

The Boat Officer 1 functions as a deckhand and performs basic marine maintenance and repair and duties of food preparation. Duties included maintain, repair and paint decks, hulls, engines and superstructure of vessels; operate deck/fishing gear and auxiliary machinery; rig booms; handle lines; stand lookout and wheel watches; prepare food; and clean vessel areas. I Supervised Fish and Wildlife Aide(s).

Achievements:

Promoting to Boat Officer from Wildlife aide was a goal I had set early on when I was hired in Unalaska. The Boat Officer supervised the Wildlife Aide and took on more responsibility on the ship. I

was able to join the Alaska State Troopers Tactical Dive Team, where I learned how to dive and assist the Troopers in looking for evidence underwater and help with underwater recoveries.

Using skills I learned in the construction field I developed a plan to paint the ballast tanks on the boat without having to go to dry dock. I was able to remove the existing paint and re-paint the tank while supervising several part time employees and maintaining a safe working environment.

Fish and Wildlife Aide

June 2000 -November 2000

*Alaska State Troopers Wildlife Protection
2315 Airport Beach Rd
Dutch Harbor, Alaska 99685
907.581.6303*

Under supervision of a State Trooper / Boat Officer, Aides perform routine field maintenance and patrol duties. They assist in the prevention of violations and enforcement of fish and wildlife regulations. This particular Aide position was on the Patrol Vessel Stimson.

Fish and Wildlife Aide

August 1999 -October 1999

*Alaska State Troopers Wildlife Protection
1978 Peger Rd
Fairbanks, Alaska 99701
907.451.2775*

Under supervision of a State Trooper, Aides perform routine field maintenance and patrol duties. They assist in the prevention of violations and enforcement of fish and wildlife regulations. Aides regularly operated ATV's and small vessels during the course of their duties.

Training

Bold=Supervisory Classes

***Self-initiated training**

- 11/2020 Deescalation, Intervention & Force Mitigation - online
- 10/2020 Implicit Bias – online
- **01/2020 * FBI National Academy – Quantico, Virginia**
- **11/2019 * Officer / Citizen Encounters – Fairbanks, Alaska**
- **11/2019 *Leading Without Rank – Fairbanks, Alaska**
- **12/2018 * Confronting the Toxic Officer – Nashville, TN**
- **12/2018 *Taking the Lead:Courageous Leadership for Today's Public Safety – Nashville, TN**
- **08/2018 *24th Annual IACP DRE National Conference – Nashville, TN**
- **03/2018 *International Law Enforcement Educators and Trainers Association St. Louis MO**
- **03/2018 *Alaska DRE In-service Training - Anchorage, Alaska**
- **12/2017 Supervising Patrol Critical Incidents NTOA-Fairbanks, Alaska**
- **08/2017 *23rd Annual IACP DRE Conference - National Harbor, MD**
- 03/2017 *Alaska DRE In-service Training - Anchorage, Alaska
- 02/2017 ***Supervisor Liability Training LEMI - Anchorage, AK**

- **08/2016** *22nd Annual IACP DRE National Conference - Denver, CO
- 04/2016 *Lifesavers Conference - Long Beach, CA
- **03/2016** *Alaska DRE In-service - Anchorage, Alaska
- **10/2015** *Breath Test Supervisor - Anchorage, AK
- 09/2015 Diversity Training Phase 1 - Fairbanks, Alaska
- **08/2015** *DRE National Conference - Cincinnati, OH
- **06/2015** *MADD National Conference - Washington DC
- **05/2015** *Alaska DRE In-service - Anchorage, Alaska
- 02/2015 *Union Leadership: Strategies, Tips - Las Vegas, NV
- **01/2015** MILO Range Training (Firearms Training) - Fairbanks, Alaska
- 10/2014 Crisis Intervention Group Training - Fairbanks, Alaska
- **10/2014** Crisis Intervention Training - Fairbanks, Alaska
- 08/2014 Active Shooter - Fairbanks, Alaska
- 06/2014 *Forensic Mapping (Total Station) - Fairbanks, Alaska
- 05/2014 *Liquid Natural Gas and Fire Suppression - Fairbanks, Alaska
- 05/2014 *Alaska DRE In-service - Anchorage, Alaska
- 04/2014 *MADD Refusal Conference - Seattle, WA
- 12/2013 Constitutional Considerations - Fairbanks, Alaska
- 05/2013 FPD In-service - Fairbanks, Alaska
- 10/2012 Emergency Motor Vehicle Operations - Fairbanks, Alaska
- 09/2012 *Breath Test Supervisor - Anchorage, AK
- 06/2012 First Aid - Fairbanks, Alaska
- 03/2012 *North American Standard Part A&B((Commercial Vehicle) - Raleigh, NC
- 02/2012 *Field Training Officer Course - FPD Fairbanks, Alaska
- 02/2012 *Alaska DRE In-service Training - Anchorage, Alaska
- **11/2011** Bloodborne Pathogens FPD Fairbanks, Alaska
- **11/2011** Hazardous Materials FPD Fairbanks, Alaska
- **05/2011** *DRE In-Service, Fairbanks Alaska
- **05/2011** Reid Interviewing Class – FPD Fairbanks, Alaska
- **04/2011** Incident Command 100 FPD Fairbanks, Alaska
- **04/2011** Incident Command 700 FPD Fairbanks, Alaska
- **08/2010** *16th Annual IACP DRE Training Conference Pittsburgh, Pennsylvania
- **08/2009** *15th Annual IACP DRE Training Conference Little Rock, Arkansas
- **04/2009** *DRE Pre School Ofc Rigdon & I instructed - NARTA Prescott Valley, Arizona
- **04/2009** *DRE Instructor School - Laramie, Wyoming

- 08/2008 *14th Annual IACP DRE Training Conference - Indianapolis, Indiana
- 06/2008 *SFST Instructor Course - Sacramento, California CHP Academy
- 06/2008 Active Shooter Training – FPD taught by Active Shooter Training
- 03/2008 *2008 Lifesavers Conference on Highway Safety - Portland Oregon
- 11/2007 Active Shooter Training - Fairbanks Police Department
- 10/2007 EVOC - Fairbanks Police Department
- 07/2007 13th Annual IACP DRE Training Conference - Las Vegas, Nevada
- 06/2007 *Preliminary Training Course, Drug Evaluation and Classification Course NARTA Prescott Valley, Arizona
- 03/2007 Commerical Vehicle Drug Interdiction - State of Alaska Department of Commerical Motor Vehicle
- 06/2006 *Child Passenger Safety Seat Technician - Fairbanks Police Department
- 03/2006 Interoperable Communication - Fairbanks Police Department
- 09/2005 Digital Audio Recorder - Fairbanks Police Department
- 09/2005 Courtview Introduction - Fairbanks Police Department
- 09/2005 Provisional Driver's License - Fairbanks Police Dpeartment
- 08/2005 Datamaster Training / SFSTS / HGN - Fairbanks Police Department
- 07/2005 Tatical Blanket Training - Fairbanks Police Department
- 03/2005 FLIR Training - Fairbanks Police Department
- 07/2004 Handgun Refresher - Unalaska Police Department
- 07/2004 Control Tactics - Unalaska Police Department
- 07/2004 *Effective Police Communications - Unalaska Police Department
- 05/2004 Expandable Baton - Unalaska Police Department
- 04/2004 *Taser Instructor Class - Anchorage Police Department*
- 04/2004 *Protecting Lives Saving Futures (DUI / DRE Training) - State of Alaska Crime Lab - Anchorage, Alaska
- 03/2004 Control Tactics - Unalaska Police Department
- 03/2004 Verbal Judo - Unalaska Police Department
- 01/2004 OCAT Pepper Spray - Unalaska Police Department
- 01/2004 LEO Flying Armed - Unalaska Police Department
- 01/2004 Police Traffic Radar - Unalaska Police Department
- 10/2003 Field Training Manual - Unalaska Police Department
- 09/2003 Reid Interviewing Class - Unalaska Police Department
- 08/2003 Basic Drug Identification - Unalaska Police Department
- 08/2003 Tobacco Enforcement - Unalaska Police Department
- 06/2003 Firearms Training - Unalaska Police Department
- 06/2003 Control Tactics for Confined Spaces - Unalaska Police Department
- 05/2003 Introduction to Alcohol Laws - Unalaska Police Department
- 05/2003 Use of Non Deadly Force - Unalaska Police Department
- 03/2003 *Integrity Leadership - Unalaska Police Department

- 03/2003 Commerical Vehicle Enforcement - Unalaska Police Department
- 11/2002 Datamaster Training / SFSTS / HGN - Unalaska Police Department
- 11/2002 Police Traffic Lidar - Unalaska Police Department
- 11/2002 Police Traffic Radar - Unalaska Police Department
- 10/2002 *Hazard Communications Training - Unalaska Police Department
- 10/2002 Firearms Training - Unalaska Police Department
- 07/2002 *Risk Management - Online from Multijurisdictional Task Force
- 07/2002 *Explosives, Booby Traps & Bomb Threat - Online from Multijurisdictional Task Force
- 06/2002 Firearms Training - Unalaska Police Department
- 05/2002 *Drugs in America - Unalaska Police Department
- 05/2002 Building Searches - Unalaska Police Department
- 05/2002 OCAT Recertification - Unalaska Police Department
- 04/2002 Control Tactics - Unalaska Police Department
- 04/2002 Use of Force - Unalaska Police Department
- 04/2002 Traffic Stops - Unalaska Police Department
- 03/2002 Control Tactics and CPR - Unalaska Police Department
- 03/2002 Domestic Violence - Unalaska Police Department
- 12/2001 Motor Vehicle Accidents - Unalaska Police Department
- 11/2001 Control Tactics - Unalaska Police Department
- 11/2001 Firearms Training - Unalaska Police Department
- 09/2001 DARE/School Relations - Unalaska Police Department
- 08/2001 Firearms Training - Unalaska Police Department
- 08/2001 Fingerprinting - Unalaska Police Department
- 07/2001 Control Tactics - Unalaska Police Department
- 06/2001 Interview and Interrogation Techniques - Unalaska Police Department
- 05/2001 Firearms Training - Unalaska Police Department
- 04/2001 Report Writing - Unalaska Police Department
- 04/2001 Building Searches - Unalaska Police Department
- 04/2001 Tactical Responses - Unalaska Police Department
- 03/2001 Crime Scene Investigation - Unalaska Police Department
- 02/2001 Evidence Handling - Unalaska Police Department
- 02/2001 Search and Seizure - Unalaska Police Department
- 02/2001 Enforcement Communications - Unalaska Police Department
- 01/2001 Control Tactics - Unalaska Police Department
- 12/2000 State of Alaska Tactical Dive Training - Sitka, Alaska
- 12/2000 OC and the Use of Force Continuum - Unalaska Police Department
- 11/2000 *Reserve Officer Introduction Training - Unalaska Police Department
- 06/2000 *State Of Alaska DPS Police Training Academy - Sitka, Alaska

Professional Affiliations

Corporate Board President ~ Public Safety Employees Association
Union President ~ Fairbanks Police Department Employees Association
Member ~ Alaska Peace Officers Association
Member ~ International Law Enforcement Educators and Trainers Association

Community Involvement

Member, True North Church ~ Security Advisor, True North Church ~ Instructor for Financial Peace University teaching people how to learn to control their money ~ Car Seat Check Events ~ Officer B-Safe ~ School / Military Presentations on Drinking and Driving ~ Teaching Support for DUI Classes ~ Operation Glow ~ Assistant Coach, Fairbanks Youth Hockey Teams ~ Assistant Coach, Interior Youth Baseball Teams ~ Past Board Member, Interior Youth Baseball Association ~ Security Volunteer, Arctic Winter Games ~ Shop With a Cop Events ~ Member, Friends of Partners Relief Organization for Burma Refugees ~ Community 5K Run for Relief ~ Assistant Coordinator, Alaska Statehood 5K Run ~ Past Security Advisor for Friends Church ~ Member, Alaska Trappers Association ~

RON DUPEE

Chief of Police Applicant

LETTER OF RECOMMENDATIONS

City of Fairbanks Chief of Police Hiring Committee,

It is with much enthusiasm that I recommend Ron Dupee for the position of Chief of Police for the city of Fairbanks.

I have had the pleasure of being a neighbor and friend to Ron for the past ten years. During this time, I have gained an outside perspective about the challenges of being in law enforcement and how that shapes the character of those within the profession. Having an outside perspective allows me to see things through the lens of what the community will get from a leader of this organization.

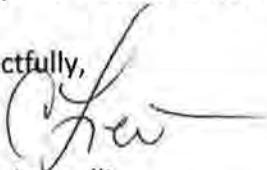
Over the last ten years, I have seen Ron as a dedicated city employee who has served our community under several different positions and responsibilities within the Police Department. Ron's dedication to the department has been reciprocated with promotions and advancements during times of both stability and high turnover. Sticking through when times are tough is a strength Ron exhibits. This shows up in neighborhoods when, after heavy snowfalls, Ron serves his neighbors by plowing driveways and shoveling snow after a long shift at work. I have witnessed numerous times "Civilian Ron" assisting people stuck in snow banks or mechanical issues on the side of the road.

Ron's longevity to the department, the many leaders he has served under, and the City of Fairbanks help cement the earnest desire he has to support the community he calls home and the department he serves with. Long term employees are difficult to keep and even more difficult when the weight of social injustice and funding is consistently under scrutiny, it is easy to see why so many may choose a different career path. Ron has remained loyal to the Fairbanks Police Department and his ability to be promoted within while serving in high capacities to those around him highlights Ron's good-nature or temperament to this career field and the specific skill set he provides to do the job he is entrusted with.

Ron commits to doing his job right, to serve and protect those in need. I was able to pass through Washington DC near the completion of Ron's time at the FBI academy and get a broad overview of this challenge. Choosing to go through a course like the FBI Academy encapsulates what I see in Ron. A leader who is committing to refine themselves, to continue to be curious and ask more questions. A leader who is dedicated to bringing back what they have learned and put into practice. To teach others, to raise the standards for everything around you by starting with one's self. I believe these factors help demonstrate the persistent work ethic Ron possesses. I see in his actions as a neighbor where he for years has volunteered to serve on our Road Service Committee, as a father to his boys who he is dedicated to mentoring into productive citizens and the heavy involvement as member of the community through various sporting, recreation and school activities.

I believe Ron will prove to be a knowledgeable, determined, considerate Chief of Police for our city and I would welcome any additional questions you may have for me.

Respectfully,



Charlie Leonelli
Chief Administrative Officer
MAC Federal Credit Union

December 14, 2020

Kristi Merideth

To Whom It May Concern:

It is with much enthusiasm that I recommend Lt. Ron Dupee for the position of Chief of Police with the Fairbanks Police Department.

I should be noted that although I am a City of Fairbanks employee, I am submitting this letter of recommendation as a private citizen.

I have had the pleasure of working with Lt. Dupee for the past 15 years after he was hired as a patrol officer with FPD. Before becoming the Dispatch Center Manger for the Fairbanks Emergency Communication Center, I worked as a line dispatcher, often on the same shift as Ron. From a dispatch perspective, Ron was easy to work with and was a hard worker who never hesitated to jump on calls for service or be the first officer out the door on a hot call.

As we have both progressed through the ranks to positions in leadership in the city government, I have continued to work with Ron on a variety of issues that affect both the FECC and FPD. Some of these issues deal with our respective union membership, while others directly affect the daily operations of our departments. Ron has always shown a willingness to work together to tackle whatever happens to be the problem of the day for the betterment of our departments.

Perhaps what impresses me the most is Ron's dedication to the Fairbanks community, the Fairbanks Police Department and his family. Ron was born and raised in Fairbanks. He even played hockey on one of the first Ice Dog teams. He has completely invested himself and his family into making Fairbanks a better place to live. He has volunteered his time at countless community events, volunteering hundreds of hours generally under the guise of FPD which sheds FPD in a positive light in the community.

In my opinion, the next Chief of Police at FPD should be hired from within the department and perhaps more importantly be an officer that is locally grown and 100% invested in not only FPD, but in the Fairbanks community.

Respectfully Submitted,



Kristi Merideth

MATTHEW L. SODEN

Fairbanks, AK 99707 |

12-22-2020

Mayor Jim Matherly
City of Fairbanks
800 Cushman Street
Fairbanks, AK 99701

Dear Mayor Matherly:

I am writing to you today to endorse and support Lt. Ron Dupee as the next Chief of Police for the Fairbanks Police Department. I retired as a Lieutenant from the Fairbanks Police Department in July 2019 after serving 25 years. During my time with the department, I had the privilege of serving with Lt. Dupee throughout his career with the Fairbanks Police Department. Lt. Dupee is the best choice to lead FPD through the challenges ahead as the Chief of Police.

I had the privilege of being one of Lt. Dupee's training officers when he came to FPD and I worked with and supervised him during his career. I observed that Lt. Dupee is a dedicated, highly ethical police officer who has served his department and community with distinction. I was proud to see Lt. Dupee accept greater responsibility and take on a leadership role within the FPD, first as a peer leader and then as a supervisor. I served on the promotion board when Lt. Dupee was promoted to Lieutenant and was impressed by his plan to address, not only the career needs of his peers, but also the emotional and personal needs of officers and their families. With all the issues facing those in law enforcement today, Lt. Dupee's approach stands out in his desire to see to his officers thrive.

With the challenges facing law enforcement, and the Fairbanks Police Department, I can think of no one who would be a better leader than Lt. Dupee. In my experience, candidates from within the department have been far superior choices as Chief than external candidates. They have a stronger commitment to the employees, a better understanding of what Fairbanks needs from their police department, and are committed to seeing the department, and the City of Fairbanks, succeed and grow. I strongly urge you and the hiring committee to select Lt. Dupee as the next Chief of Police for the Fairbanks Police Department.

Sincerely,

Matthew L. Soden
Lieutenant-Retired
Fairbanks Police Department

JOSE LUIS II MARTINEZ H

Fairbanks, AK 99709

December 23, 2020

City of Fairbanks Mayor James Matherly

Dear Mayor Matherly

It is my distinct honor to be writing you to recommend Ron Dupee for Chief of Police for the City of Fairbanks.

I have known Ron for more than 2 decades. He and I attended Monroe Catholic Jr/Sr High School for many years. I have always known Ron to be a person of truth, honesty, integrity, as well as friendly and kind. I have been proud to see how far he has come in his career as a police officer protecting our communities across Alaska.

I believe Ron has what it takes to be an effective and successful Chief of Police. I believe his experience as a 20-year career police officer gives him the experience he needs to be a great leader in his hometown. With more than 15 years with the Fairbanks Police Department, and a graduate of the FBI National Academy, he has been able to receive the experience, knowledge, and training needed to become a successful Chief of Police, with honor, service, and integrity.

As a life-long Fairbanks community member, he has the knowledge and understanding what Fairbanks needs, and how it operates. Fairbanks is a unique community. That's part of what makes us the golden-heart city. Fairbanks needs a leader that plans to be in Fairbanks for many years, knows what it takes to live here, and how the community works together. I believe Ron to have all those qualities and experience. I also believe he has no intention of leaving Fairbanks anytime soon. I believe Ron to have a GOLDEN heart personality. To have the knowledge and experience he brings to our Police force, and our city. He has the characteristics of a true, and much needed leader that is needed during these most uncertain and challenging times. That is why I stand in support of my friend Ron Dupee, as Chief of Police.

Sincerely yours,

Jose Luis II Martinez H.

Kim Duquette

From: Angela Foster-Snow
Sent: Tuesday, January 26, 2021 10:12 AM
To: Kim Duquette
Subject: Fw: Police Chief-Ron Dupee

Follow Up Flag: Follow up
Flag Status: Completed

For his file

Angela Foster-Snow

CITY OF FAIRBANKS
Human Resources Director

800 Cushman Street, Fairbanks, Alaska 99701

afoster-snow@fairbanks.us

☎ 907.459.6780

📠 907.456.6731

www.fairbanksalaska.us

From: Warren Moore
Sent: Wednesday, January 20, 2021 5:22 PM
To: Jim Matherly; Angela Foster-Snow
Subject: Police Chief-Ron Dupee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I am very excited to hear that Ron Dupee has applied for the vacant position of Police Chief for Fairbanks. I have known Ron for 12 years and I have nothing but positive things to say about him. Ron and I coached hockey together for years and have also just been friends.

As a professional and business owner in our community, I am excited to see us have a local guy who is so involved in our community being considered. Community involvement is so important in our current political environment. I am still brought to tears when I recall Ron trying so hard to help a disabled young man (a friend of mine) who had his tricycle stolen out of his yard. Ron did his very best to find the bike and when we had to conclude that it was gone, he spearheaded an effort to purchase a new bike for this young adult who desperately needed it. I will never forget that act of kindness by Ron and the rest of FPD. These are the kinds of actions that spread positivity in the community.

I am also excited for the chance to see a local who understands our people and our environment move into such a critical role where our city can also see some longevity at the position. Ron will be a great Police Chief!

Kim Duquette

From: Angela Foster-Snow
Sent: Tuesday, January 26, 2021 10:07 AM
To: Kim Duquette
Subject: Fw: Fairbanks Police Chief / Ron Dupee

For Ron's file.

Angela Foster-Snow

CITY OF FAIRBANKS
Human Resources Director

800 Cushman Street, Fairbanks, Alaska 99701

afoster-snow@fairbanks.us

☎ 907.459.6780

📠 907.456.6731

www.fairbanksalaska.us

From:
Sent: Tuesday, January 26, 2021 8:47 AM
To: Angela Foster-Snow
Subject: Fairbanks Police Chief / Ron Dupee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Angela Foster-Snow

This is Keith Petersen with Alaska Window Installers. I have lived in Fairbanks since 1984 and have operated the window and door installation business for the passed 16 years. I wanted to thanks you for your service to our City of Fairbanks and to express my approval of Ron Dupee for the position of Fairbanks Police Chief. I feel that Mr. Dupee would be a perfect fit for this position. He has had years of law enforcement experience locally and in the rural communities, he recently trained with the FBI National Academy and has taken all opportunities to advance his knowledge. I feel that he would be able to lead our Fairbanks law enforcement department very well. I think that Fairbanks needs a person that has grown up and lived in town for most of their life to really understand our community.

I have known Ron personally for nearly 10 years and have had the opportunity to travel with him to a Christian men's retreat called the Return in Seattle Washington. He plays an active roll in the hockey community and leads his family with strong Christian values.

I strongly support Ron in this new venture and believe he will lead in an ethical and moral way to maintain a strong and safe community.

Thank you
Keith Petersen

Angela Foster-Snow

From: Teal Soden
Sent: Friday, February 12, 2021 1:12 PM
To: Mike Meeks; Angela Foster-Snow
Subject: FW: Support of Lt. Ron Dupee for City of Fairbanks Police Chief

From: Krislyn DeLeon
Sent: Tuesday, January 26, 2021 5:25 PM
To: Jim Matherly <JMatherly@fairbanks.us>
Subject: Support of Lt. Ron Dupee for City of Fairbanks Police Chief

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Mayor:

I would like to officially recommend Lieutenant Ron Dupee for the position of Fairbanks Police Chief. I know of no better person to serve the people of Fairbanks than Lt. Dupee. I have known Lt. Dupee for approximately 15 years, both personally and professionally. I have known him to be honest, hard working and invested in serving Fairbanks.

Lt. Dupee is committed to Fairbanks not only as a police officer but as an involved member of the community. His involvement in the many community outreach programs at FPD has allowed us to work together on occasion. I am always happy to assist FPD in any way I can as a business owner, particularly because Lt. Dupee always conveys that our support is needed and appreciated.

Mt. McKinley Animal Hospital has been a supporter of the FPD canine program for several years. Through those years I have seen many changes in the administration at FPD. In my opinion, the most successful police chiefs at FPD are those who have strong ties to the local community. I believe this is best achieved by appointing a police chief who has been a part of the community and has made Fairbanks their home. Only someone from Fairbanks can fully understand and navigate our unique challenges. I believe Lt. Dupee is the best person for this position.

Sincerely,

Krislyn J. DeLeon, DVM
Mt. McKinley Animal Hospital

Kim Duquette

From: Angela Foster-Snow
Sent: Friday, January 29, 2021 7:48 AM
To: Kim Duquette
Subject: Fwd: support letter for Ron Dupee

Please add to file.

Sent from my iPhone

Begin forwarded message:

From: sam halbert
Date: January 28, 2021 at 3:06:13 PM AKST
To: Jim Matherly <JMatherly@fairbanks.us>
Cc: Angela Foster-Snow <AFoster-Snow@fairbanks.us>
Subject: support letter for Ron Dupee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

January 28, 2021

Dear Mayor Matherly,

I am writing this letter in support of Lt. Ron Dupee, acting deputy chief, for the chief's position.

I have known Ron approximately 30 years. He is best friends with my son Edward Halbert, who is an Alaska state trooper. He spent a good share of his growing up years at our home. He played Hockey for the Fairbanks ice dogs, along with Edward. They both worked for Halco Enterprises, A construction company that I own. They ran the painting division of the company. Ron was a Quick learner and always followed directions. He was a dedicated hard worker. I have been around Ron a lot over the years. He has been at my cabin in Kodiak, hunting and fishing, with his sons. Also Moose and caribou hunting on the ferry trail and the Swede lake area. I have seen him grow into A strong, principled man and fellow warrior in the fight against evil in his home and our community. He is a great father to his sons. He had an awesome relationship with his father. After he passed, Ron ask me if I would be his second dad. I said without hesitation I would be honored. His priorities Are well aligned with what makes him a good husband, father and leader in our church and This great city.

Over the last few years I have heard him and my son talking around the camp fire and various family Gathering about the future and their careers. Ron has always had a big heart for the Fairbanks city police

Department and has wanted nothing more than to make it a better place to work and serve the people Of Fairbanks.

Ron has a great way with people in our community and his leadership will be by example, with humility and strength!

Over the years I have seen a lot of changes and huge challenges in the leadership of the police department.

I know Ron, being born and raised in Fairbanks will have the best interest of Fairbanks at heart. His stable

qualities' are What is needed for years to come. There will be a better working relationship between the city

and the police department. I know Ron's leadership will take a lot of worry off your shoulders so you will have

more time to deal with other pressing issues.

I sincerely hope and pray that Lt. Ron Dupee will be seriously considered for the chief's position.

Mr Mayor thank you for taking the time to read this letter of recommendation. I hope if you have any questions,

You would give me a call.

God Bless you and this great city of Fairbanks,

Always,

Sam Halbert

Kim Duquette


From: Angela Foster-Snow
Sent: Saturday, January 30, 2021 9:36 AM
To: Kim Duquette
Subject: Fw:


For File

Angela Foster-Snow
CITY OF FAIRBANKS
Human Resources Director

800 Cushman Street, Fairbanks, Alaska 99701

afoster-snow@fairbanks.us

 907.459.6780

 907.456.6731

www.fairbanksalaska.us

From: Jason Lindsey
Sent: Friday, January 29, 2021 8:49 PM
To: Jim Matherly
Cc: Angela Foster-Snow
Subject:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mayor Matherly,

I am writing today to encourage your selection of Ron Dupee as the new Chief of Police for the Fairbanks Police Department.

I have known Ron for the past five years through our involvement with youth hockey in Fairbanks. Ron's son, Cooper, and my son, Finn, have played on the same competitive hockey teams throughout this time. In my role as assistant coach of the teams, I have had the pleasure of knowing Ron as a fellow hockey parent, but also as a steadfast volunteer for the program. He has volunteered his time on the ice, and currently volunteers as the video review coach for the NAHA Grizzlies 12UA team.

What I would like you to know about Ron from my perspective is that Ron cares very much about Fairbanks and the role that youth sports and character development play in the health of our community. He has continuously made time to prioritize our practices, games and tournaments around his demanding work schedule. He has the tough role of collecting video footage of our games, reviewing for demonstrations of great hockey, as well as opportunities for improvement. He spends hours pouring over video to find clips to review with the team. And the kids love it. He is kind in his video review presentations, asks the kids a lot of questions, engages them in the process and discussions, and points out the good, as well as what needs improvement. This is a challenging role as all kids come from different backgrounds and family experiences. He is always mindful of the players feelings and prioritizes compassionate

teamwork and development. He is not only teaching the team hockey, but great skills in self-reflection, self-improvement, and teamwork, which leads to self-confidence in these young athletes. The team loves seeing themselves on video and talking about the game – and Ron always throws in a video montage of all of their goals and celebrations.

In addition, Ron is always looking for opportunities to get the kids involved in their community. Through the “Shop with a Cop” program, he has recruited team members to volunteer their time to help with the program. This shows our team that investing in their community is as important as working hard on the ice. He truly believes that character development is critical, along-side skill development, in youth sports. His goal is to help kids become athletes, but more importantly, become kind and compassionate citizens, as well.

Ron is a home-grown leader. He knows the Fairbanks community and cares very much about its future success. In my opinion, he would make an exceptional Police Chief that will take his role seriously, and he will continue to invest his time and talent into the Fairbanks Community.

Thank you,

Jason Lindsey

Angela Foster-Snow

From: Teal Soden
Sent: Friday, February 12, 2021 1:05 PM
To: Mike Meeks; Angela Foster-Snow
Subject: FW: Chief of Police candidate Ron Dupee

From: Leah Smith
Sent: Monday, February 1, 2021 2:38 PM
To: Jim Matherly <JMatherly@fairbanks.us>
Cc: Ron J. Dupee <RDupee@fairbanks.us>
Subject: Chief of Police candidate Ron Dupee

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jim (Mr. Mayor),

I hope this letter is not too late! I wanted to give my support to Ron in his pursuit of the Chief of Police position.

First I would like to give you a brief history of myself. I was born in Palmer but raised in Fairbanks since 1981. I went to Lighthouse Christian Academy from K-12 and graduated in 1993. (Side note, I actually hired you to be the DJ at our 10 yr reunion and you did a fabulous job! Lol) My father is Daniel Meyer, who is better known in these parts as Mocha Dan. After living a little over a decade in MN, I relocated my family back to Fbks and have been happily raising my 4 kids here since 2007.

Now back to Ron. I have known Ron and Dawniel for.... gosh, 7 years? Give or take.... Since day one I have been very impressed with both of them. Not only are they friendly and outgoing, but they are extremely intelligent, witty, generous and caring. You can tell they have a genuine interest in the welfare of those around them and are willing to help if needed. I have gotten solid and much appreciated advice from both of them on multiple occasions. Also, they led a Financial Peace University class at our church in which I learned that they had practiced extreme self discipline and had been able to eradicate their debt in an impressively short amount of time. Hard working, focused, efficient and diligent are other characteristics I would use to describe them. Just all around great people who anyone would be happy to have in their corner.

I truly hope Ron is given the opportunity to serve our community in this position. I wholeheartedly believe he would be an invaluable asset to Fairbanks and would use this position to improve many aspects that would make this town an even better place to live!

Thank you for your time,

Leah Smith

Angela Foster-Snow

From: Annunziato, Michael P CTR USARMY USARAK (USA)
Sent: Friday, February 5, 2021 2:51 PM
To: Jim Matherly
Cc: Angela Foster-Snow
Subject: Support for Ron J. Dupee for Police Chief (UNCLASSIFIED)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CLASSIFICATION: UNCLASSIFIED

Mayor Matherly and Mrs. Foster-Snow,

Hello, my name is Michael Annunziato and I would like to take the opportunity to briefly endorse Ron J. Dupee for Police Chief. I have know Ron for about ten years now. Our paths first crossed while our boys were t-ball age. Ron and I coached local community baseball together for both our oldest and youngest sons. This is where our friendship began. The first year we coached together my orinigal assisant coach never showed up to the first few practices and never called to say why. I was slightly overwhelmed coaching by myself and Ron stepped up to help without ever needing to be asked. Getting to know Ron has been a real pleasure. Ron is always first to volunteer and is ,and I believe will always be, the perfect example for hard work and dedication. He was constantly reinforcing the kids and teaching them to always respect the other team and the umpires positions and rullings. During practices he would explain to the team how hard work and dedication to one's craft is the most important lesson they will learn on the field or off of it. Every year after that every parent and child on the team requested that Ron and I be their coaches for the next season. Ron is a natural leader and someone that believes strongly in community relations and earning respect by giving respect. Because of this, the parents and kids always loved to see Ron on the field or in the dugout either before the game or right after the game started after his police duties ended for the day.

I'm also writing this email to both of you because I belive Ron is the perfect person to be our new Police Chief. I have a B.A. in Criminal Justice from UAF and during my studies the concept of the right person for policing was frequently discussed. The "right" type of police officer would have to have a strong moral character, excellent public relations, be a natural leader, intelligence, and be a respected member of the community. That "right person" is Ron J. Dupee. He's not just a friend of mine but also someone I know I could call if I was ever in dire need or help and he wouldn't hesitate to do everything in his power to help. He's the type of person that would give you his coat in the middle of January if you were cold.

Furthermore, I serviced in the Army at Fort Wainwright and have a good understanding of the way this very large part of our community thinks our local police officers should be. Ron is someone that they would respect and admire.

Thank you for your time,
Michael Annunziato

CLASSIFICATION: UNCLASSIFIED



North Pole Police Department



Chief Steve Dutra
125 Snowman Ln.
North Pole, AK 99705
907-488-6902
Northpolepolice.org

February 16, 2021

To: Honorable Fairbanks City Council

Re: Letter of support for Deputy Chief Ron Dupee

Dear Fairbanks City Council members,

As the Police Chief for the City of North Pole, I am honored to express my unequivocal approval and support of the appointment of Deputy Chief Ron Dupee as the next Fairbanks Police Chief. I have known and worked with Deputy Chief Dupee for over 20 years and I can tell you he is a good choice to lead the Fairbanks Police Department.

His dedication and commitment to the citizens of Fairbanks is undisputed. Deputy Chief Dupee is a career police officer who is a good family man with high moral standards. He is a good choice, and we are honored to support him and the department in any way we can. We are also very thankful for the open and transparent process used to select him for the top job. That rigorous process, watched by us all, shows that the City of Fairbanks truly cares about who sits in that position.

I would encourage the Fairbanks City Council to support Mayor Matherly in his choice for Police Chief and vote to confirm the selection of Deputy Chief Ron Dupee as the next Police Chief for the City of Fairbanks.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Dutra'.

Chief Steve Dutra



CITY OF

FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

To: Danyielle Synder, City Clerk

From: Clemens Clooten, Building Official

Date: January 6, 2021

Re: Building Code Review Board Meeting Minutes, January 5, 2021

Board member present: Chris Hodges, Bill Gryder, Bill Hrinko, David Hayden, Spenser Damschroder, Jerry Mustard, Gary Pohl

Others present: Moira Townsend, Mike Davis, Clem Clooten

Meeting started at 11:40AM

General discussion regarding the nomination of the chairman for the board. After discussion, Bill Gryder, was nominated and approved by unanimous decision. Chris Hodges was nominated and approved for the Vice Chairman and Clem Clooten was nominated and approved for Secretary by unanimous decision.

Clem Clooten presented the City of Fairbanks amendments to the 2020 National Electrical Code to the board members. Chris Hodges made a request to amend language to Article 700.12(D) amendment. The change was seconded by Jerry Mustard and approved by unanimous decision.

Board took a short break and reconvened at 12:20PM, Mike Davis, Plumbing/Mechanical Inspector presented City of Fairbanks amendments to the 2018 Uniformed Plumbing Code. After discussion the following amendments changes were addressed:

- David Hayden will research amendment UPC 1101.12.1 regarding roof drainage determined by maximum rainfall of one inch per hour per square foot of roof area. He will report back the results.
- Tom Fisher stated in amendment UPC 403.2 to change 2015 to 2018.
- Bill Hrinko stated in amendment UPC 422.1 that 2015 needs to be deleted.
- David Hayden had a question regarding the increase in the vent pipe size to 3 inch as it exits the building in amendment 906.7.
- Jerry Mustard stated to change all 2015 to 2018 on the bottom of each amendment page.

Discussion regarding to change the meeting dates on Tuesday and Thursday of each week to meet only once each week on Tuesdays. David Haydon expressed that he had other commitments on Thursday of each week. After short discussion, Tom Fisher made a motion to meet only on Tuesday of each week and it was seconded by David Hayden. The motion was approved by unanimous consent.

Mike Davis presented the amendments to the 2018 International Fuel Gas Code starting at 1:10PM and finished at 1:25 with no changes to the amendments.

Tom Fisher made motion to adjourn the meeting and seconded by Bill Gryder. All approved to adjourn.



CITY OF
FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

To: Danyielle Synder, City Clerk

From: Clemens M. Clooten, Building Official

Date: January 14, 2021

Re: Building Code Review Board Meeting Minutes, January 12, 2021

Board Members present: Tom Fisher, Jerry Mustard, Spencer Damschroder, Chris Hodges, Bill Gryder, Bill Hrinko, David Hayden

Others present: Mike Davis, Martin Woodrow, Stephen Anderson and Clem Clooten

At 11:35AM, discussion regarding the 1/5/21 board meeting minutes, a motion to accept the minutes as submitted received from Bill Hrinko and seconded by Jerry Mustard. The vote was unanimous.

Clem Clooten presented the changes to the 2020 NEC amendments and requested a motion to accept and approve. Chris Hodges made the motion and it was seconded by Spencer Damschroder. The vote was unanimous.

Tom Fisher asked a question why the city adopts the Uniformed Plumbing Code and not the International Plumbing Code. Clem Clooten answered that the city always has adopted the Uniformed Plumbing Code. Anchorage and the State of Alaska also adopts the Uniformed Plumbing Code. I will contact them to ask why they adopt the Uniformed Plumbing Code and report back at the next meeting.

Mike Davis presented the corrections to the International Fuel Gas Code amendments. After general discussion, a motion to accept and approve the amendments was received from Chris Hodges and was seconded by Tom Fisher. The vote to accept and approve was unanimous.

Mike Davis presented the City of Fairbanks amendments to the 2018 International Mechanical Code.

Jerry Mustard requested editorial change from Section 505.2 to 505.3.

Board agreed to amend section 801.21 to change the roof slope from 2:12 to 1:12 and change "ice dam" to "snow guard" similar to what we did in the IFGC.

Chris Hodges questioned why Table 10-3 is from the 2009 Uniformed Mechanical Code and not a later dated code. Mike will try research the 2018 UMC to update the table.

The board requested a 5-minute break at 12:30, it was granted by Bill Gryder, all returned at 12:35.

Martin Woodrow, Building Inspector, presented the City of Fairbanks amendments to the 2018 International Residential Code.

Jerry Mustard pointed out editorial mistake in Section 3278.2, it should be Section 328.2.

David Hayden will research separation between the dwelling unit and the garage and report back.

At 12:50 Martin Woodrow presented amendments to the 2018 International Energy Conservation Code.

David Hayden proposed to delete amendment Section 402.3.6 Glazing limitation. Seconded by Bill Hrinko. Unanimously approved.

Motion to adjourn by Tom Fisher and seconded by Bill Hrinko. All approved to adjourn.



CITY OF

FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720
Fax (907) 459-6719

To: Danyielle Synder, City Clerk

From: Clemens M. Clooten, Building Official

Date: January 25, 2021

Re: Building Code Review Board Meeting Minutes, January 19, 2021

Board Members present: Bill Gryder, Jerry Mustard, David Hayden, Chris Hodges, Spencer Damschroder, John Ellison, Tom Fisher

Others present: Mike Davis, Martin Woodrow, Stephen Anderson, Clem Clooten

Meeting started at 11:30AM with the 1/12/21 minutes presented for review and acceptance. All board members voted to approve minutes.

Mike Davis, Plumbing/Mechanical Inspector, presented the corrections to the 2018 UPC for the board to review and approve. Mike Davis contacted Eric Huckaba, Anchorage Plumbing/Mechanical Inspector to ask why they adopt the UPC and not the IPC. He stated that the IPC is only about half as thick as the 2018 UPC so they feel it is not as comprehensive as the UPC. Tom Fisher made motion to accept the amendments to the 2018 UPC as presented and corrected. Seconded by Chris Hodges. All members voted to approve.

Mike Davis, Plumbing/Mechanical Inspector, presented the corrections to the 2018 IMC for the board review and approve.

Spencer Damschroder noted that the page numbers were missing on the IMC amendment sheets. Clem Clooten responded that this will be corrected by the next meeting.

Tom Fisher and Chris Hodges had questions and general discussion regarding Section 606 on the location of duct detectors. The codes and NFPA standards are not in agreement on the duct detector locations. Jerry Mustard replied that he will research and report back in next week meeting.

Martin Woodrow presented the changes and corrections to the 2018 IRC. David Hayden presented an example regarding the separation from the garage and dwelling unit garage and Mr. Woodrow answered and explained the requirement. Mr. Woodrow explained the correction in Section 302.8.2 Crawlspace moisture and some clerical errors that were corrected. Tom Fisher made a motion to approve the corrections to the IRC and it was seconded by David Hayden. All members approved.

Martin Woodrow presented the corrections to the amendments of the 2018 International Energy Conservation Code. Section 402.2.6 Glazing was discussed and the 2015 amendment to this section was deleted. Tom Fisher made a motion to approved corrected amendments and seconded by David Hayden. All members of the Board approved.

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Stephen Anderson presented the amendments to the 2018 International Building Code for discussion.

Tom Fisher raised a question on amendment 603.1 regarding the strike through of fire-retardant treated wood. Stephen Anderson answered this language is deleted because it is already addressed in the code.

General discussion regarding amendment 1112.1 and 1112.2 regarding the requirement for public telephones and public text telephones. After discussion Chris Hodges made a motion to delete both amendments and it was seconded by David Hayden. All members voted to delete amendments.

General discussion regarding amendment 1608.5 Sliding Snow, requested to make the amendment the same as stated in the IRC amendments, change roof slope requirement of 2:12 to 1:12 and replace barriers with snow guards. Clem Clooten responded the changes will be corrected.

General discussion regarding amendment 2308.3.1 Foundation plates or sills. The amendment requires 2.5 inch x 2.5 inch by 3/16 inch thick for each sill plate bolted connection. In the IRC amendment it requires 2 inch x 2 inch and the members want to know if the washer size should be the same. Recommended that Bill Hrinko research and report back at the next meeting.

David Hayden had questions regarding Table 2902.1 the minimum requirement for plumbing fixtures for outdoor seating areas. Mr. Hayden brought up modifying the code to allow gender neutral restrooms in the Chapter 29. David Hayden and Stephen Anderson will research and revise the amendment for next meeting discussion and approval.

Board members requested to take a 5-minute break at 1:00pm. All members agreed.

Stephen Anderson presented the amendments to the 2018 International Existing Building Code. Stephen stated that the existing building requirements were stated in Chapter 34 of the code and Tom Fisher asked question if Chapter 34 is in the 2018 code and Stephen explained that Chapter 34 is not in the code thus requiring the adoption of the Existing Building Code. Tom Fisher made motion to adopt and it was seconded by Spencer. All members approved to accept and adopt.

Stephen Anderson presented the 2018 City of Fairbanks Administrative Code at 1:15PM. Clem Clooten noticed a correction on page 5, Section 101.6 to change 2018 NEC to 2020 NEC. Tom Fisher made a request to add 2018 to the definition of the Mechanical and Plumbing code. The adopted codes are already addressed in Section 101.6 Adopted Codes.

Tom Fisher made motion to adopt the 2018 City of Fairbanks Administrative Code and was seconded by Bill Gryder. All members voted to accept and approve.

The meeting adjourned at 1:22PM with all members in agreement.



CITY OF

FAIRBANKS

800 Cushman Street
Fairbanks, AK 99701

Building Department

Phone (907) 459-6720

Fax (907) 459-6719

To: Danyielle Synder, City Clerk

From: Clemens M. Clooten, Building Official

Date: January 29, 2021

Re: Building Code Review Board Meeting Minutes, January 26, 2021

Board Members present: Jerry Mustard, Chris Hodges, Spencer Damschroder, Tom Fisher, Gary Pohl, David Hayden, John Ellison, Bill Hrinko

Others present: Mike Davis, Stephen Anderson, Moira Townsend, Jeff Coon, Tod Chambers, Clem Clooten

Meeting started at 11:35AM with the review of the 1/19/21 minutes. After brief discussion, a motion to approve by John Ellison, and seconded by Spencer Damschroder. All members unanimous approval.

Mike Davis present the corrections to the 2018 International Mechanical Code amendments. The page numbers were added to the amendments. The next item to discuss was Section 606, location of the smoke detectors air ducts. Jerry Mustard researched the information and sent the information through an email to Clem Clooten which was sent to the board members for review along with the Building Department position to keep the location of the smoke detector in the return air duct. Mr. Mustard stated that most detectors were installed in the return air duct but there is no reason not to allow them in the supply air duct. Chris Hodges stated that he has installed them in both air ducts in the past because of the conflict in the IMC and in the NFPA. Stephen Anderson stated in Section 606.2.1, the code requirement to install the detector in the return air duct is to prevent the detector delay in sensing the smoke from the building space. Tom Fisher agreed with Stephen explanation and Jerry agree with the Building Department's position. That was the end of the discussion with no amendment needed as there was no change in the code. Tom Fisher made a motion to accept the amendments to the 2018 International Mechanical Code as corrected and submitted and was seconded by Chris Hodges. All members unanimous approval.

At 12:00 Moira Townsend presented the amendments to the 2018 International Fire Code. General discussion regarding Section 1010.1.9.13 amendment regarding manual security bar for limited use. David Hayden asked what type of occupancy would be allowed to use this amendment? Moira explained the assembly occupancies with 300 or less occupant load, group B, F, M, and S with occupant load of less than 100 would be allowed to use this. Stephen Anderson stated that the 2009 International Building Code was amended to allow this change. Gary Pohl remembers when this amendment was introduced in the past code meetings.

Chris Hodges noticed on page 6 of 12 that amendment 901.11 was out of order and Moira stated this would be corrected. Jerry Mustard noticed the same correction. Moira will make corrections to the 2018 International Fire Code amendments to present at the next meeting.

Stephen Anderson presented the corrections to the 2018 International Building Code and stated that some of the corrections will be reviewed next week when David Hayden submits his corrections to the board members. Stephen requested to go through some of the remaining amendment corrections. There was a request during the 1/19/21 meeting to change the required 2.5 inch x 2.5 inch x 3/16 inch square plate washers to 2 inch x 2 inch x 3/16 inch square plate washers to make it the same as in the 2018 International Residential Code amendments. The members wanted to wait until Bill Hrinko is back to review it. Mr. Hrinko reviewed it and stated it would be fine to allow 2 inch x 2 inch x 3/16 inch square plate washers to be used. After brief discussion, John Ellison made a motion to change the amendment and it was seconded by Bill Hrinko. All board members unanimous approved.

At 12:25PM a motion to adjourn the meeting was accepted from Chris Hodges and seconded by Gary Pohl. All members approved.



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Building Department

Phone (907) 459-6720

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To: Danyielle Synder, City Clerk

From: Clemens M. Clooten, Building Official

Date: February 5, 2021

Re: Building Code Review Board Meeting Minutes, February 2, 2021

Board Members present: Tom Fisher, Spencer Damschroder, John Ellison, Jerry Mustard, Bill Hrinko, Gary Pohl, Chris Hodges, David Hayden

Others present: Moira Townsend, Martin Woodrow, Stephen Anderson, Clemens Clooten

Meeting started at 11:35AM with the review of the 1/26/21 code review board minutes. After brief discussion, a motion to approve by Gary Pohl, and was seconded by Chris Hodges. All members unanimous approval.

Moira Townsend presented the corrections to the 2018 International Fire Code from the last meeting. The typos were corrected and Section 901.11 was relocated. After brief discussion, Tom Fisher made a motion to approve the 2018 International Fire Code amendments as submitted and was seconded by Chris Hodges. All members unanimous approval.

Stephen Anderson presented the corrections to the 2018 International Building Code. The following code sections were addressed:

- 18 IBC 1112.1: removed public telephone requirement for specified occupancies, no discussion
- 18 IBC 1112.2: removed public test telephone requirement for specified occupancies, no discussion
- 18 IBC 1608.5: changed metal slope 2:12 to 1:12 for barrier, no discussion
- 18 IBC 2308.3.1: reduced 2.5 inch washer to 2 inch washer for foundation plates and sills, no discussion
- 18 IBC Table 2306.3(1): shear wall – reduce 2.5 inch washer to 2 inch. Bill Hrinko stated the code requires 3 inch x 3 inch washer on bolts for shear walls. He was hesitant to reduce the code requirement from 3 inch to 2.5 inch washers on shear walls. After brief discussion, the amendment to reduce the washer to 2.5 inch was deleted.

Stephen Anderson started discussion regarding the minimum plumbing requirements for seasonal outdoor seating. David Hayden emailed the current code language that requires outdoor seating to be added to the indoor seating calculations to determine the number of plumbing fixtures. When adding both the indoor and outdoor seating to determine the number of plumbing fixtures for a Fairbanks business it creates additional fixtures and cost for the business. Mr. Hayden's new amendment states that if only exterior seating is available then that seating would be calculated to determine the number of plumbing fixtures. General discussion between board members regarding when both indoor and exterior seating is involved. He emailed examples of restroom plans for two local businesses for review.

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Jerry Mustard suggested that only half of the exterior seating should be used for the fixture calculation. Mr. Mustard was concerned about the minimum fixture count when calculated with a small indoor seating area with a large exterior seating area. General discussion continued between the board members and in the end requested Mr. Hayden to provide additional parameters for the board to consider at the next meeting.

David Hayden presented the last item for discussion, Gender-neutral public restroom design that will first appear in the 2021 International Building Code and 2021 International Plumbing Code. This design appears to be functional and welcoming for all users and protects the safety and privacy of all users. The general design is to have separate toilet stalls and/or rooms next to each other with doors for privacy. There would be a common hand wash area for all to use. Mr. Hayden will submit code language to discuss and review at the next code review meeting.

At 12:40PM, Tom Fisher made a motion to adjourn the meeting and it was seconded by Spencer Damschroder. All members unanimous approval.



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800 Cushman Street
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Building Department

Phone (907) 459-6720

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To: Danyielle Synder, City Clerk

From: Clemens M. Clooten, Building Official

Date: February 17, 2021

Re: Building Code Review Board Meeting Minutes, February 9, 2021

Board Members present: Jerry Mustard, David Hayden, John Ellison, Chris Hodges, Bill Hrinko, Gary Pohl

Others attending meeting: Moira Townsend, Stephen Anderson, Martin Woodrow, Clemens M. Clooten

Meeting starts at 11:33AM. Clem Clooten presents the written minutes of the 2/2/21 code review board meeting. After short discussion, Chris Hodges made a motion to approve the minutes as written and submitted. It was seconded by Bill Hrinko, unanimously approved.

Stephen Anderson presented the drafted amendment to 2018 IBC 1209.3.3 regrading the single-user room requirement. Chris Hodges questioned if the requirement for separate lighting is justified because it is required in the IBC already. Jerry Mustard discussed the exhaust and thought it was clear enough. David Hayden agreed with the amendment. Clem Clooten suggested to have Stephen present all proposed amendments for review and discussion and after all have been presented then we would go back and address each one for approval. All members agreed.

Stephen presented 2018 IBC 2902.1.1 exception 1, 2, and 3 regarding single-user gender-free options and requirements. Chris Hodges questioned why urinals were required, this amendment is in the 2021 IBC and being brought forward for review and discussion.

Stephen presented 2018 IBC 2902.1.2 Single-user toilet and bathing room fixtures for review and discussion. There is a typo in this amendment to be corrected.

Stephen presented 2018 IBC 2902.2 Exceptions amended to include the 2021 IBC single-user gender-free options and requirements. Exceptions 5 and 6 were reviewed and discussed.

Stephen presented 2018 IBC Chapter 35 to revise and discuss the Reference Standards to agree with the 2018 UPC amendments.

Stephen presented 2018 UPC 403.2 to amend by removing "ANSI" from the reference. The published standards and ICC codes do not include "ANSI" in its title and listed mandatory references.

After Stephen presented the previous amendments for review and discussion, the Board went back to the first amendment, 2018 IBC 2909.3.3 to discuss. After brief discussion, John Ellison made motion to approve and seconded by Dave Hayden. The motion was unanimously approved.

2018 IBC 2902.1.1 Exception 1, 2, and 3 amendment presented to discuss. After brief discussion, Dave Hayden made motion to approve and seconded by John Ellison. The motion was unanimously approved.

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2018 IBC 2902.1.2 amendment presented to discuss. After brief discussion, David Hayden made motion approve and seconded by Bill Hrinko. The motion was unanimously approved.

2018 IBC 2902.2 Exception #5 and #6 amendment presented to discuss. After brief discussion, David Hayden made motion to approve and seconded by Gary Pohl. The motion was unanimously approved.

2018 IBC Chapter 35 amendment presented to discuss. After brief discussion, John Ellison made motion to approve and seconded by David Hayden. The motion was unanimously approved.

2018 UPC 403.2 to presented to discuss. After brief discussion, Gary Pohl made motion to approve and seconded by John Ellison. The motion was unanimously approved.

Clem Clooten stated that this is the last of the codes amendments to review. He will check to verify if all code amendments were presented, reviewed and approved and will let the board members know.

At 12:50PM, John Ellison made motion to adjourn and seconded by David Hayden. The motion was unanimously approved.