



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2021-11  
**REGULAR MEETING – MAY 24, 2021**  
MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

---

WORK SESSION

5:30 p.m. – Remote Participation at Council Meetings and Electronic Devices

---

*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 are asked to wear a mask or face covering unless they have been fully vaccinated (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 April 12, 2021

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
3336	Soapy Smith's Pioneer Restaurant	Restaurant/ Eating Place	Nicholas V Stepovich	543 2nd Avenue
3050	Kanpai	Restaurant/ Eating Place	Three Star, LLC	1448 S. Cushman Street
3467	Lin's Asian Bistro	Restaurant/ Eating Place	Lin's Panda Garden, Inc.	1900 Airport Way
77	300 Club	Beverage Dispensary	Karen A Meadows-Sours	940 Cowles Street
1966	Loyal Order of Moose #1392	Club	Fairbanks Lodge #1392	98 10th Avenue
2124	Fenders	Beverage Dispensary	636, LLC	636 28th Avenue (upstairs)
4763	Bobby's Downtown	Beverage Dispensary	Delta Epsilon, Inc.	609 2nd Avenue

b) The Fairbanks City Council will hear interested citizens concerned with the following New Liquor License Application and Restaurant Designation Permit. Public Testimony will be taken and limited to three minutes.

Type: Restaurant/Eating Place, License #5950  
 DBA: House of Fire Pizza  
 Applicant: TJMN, LLC  
 Location: 300 Old Steese Highway, Unit 1, Fairbanks

9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6168 – An Ordinance to Amend FGC Sec. 74-151 to Include E-Cigarettes and Vaping Devices in the Definition of Tobacco Products Subject to Taxation Under Article V of Chapter 74. Introduced by Council Members Gibson, Therrien, and Rogers. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- \*a) Resolution No. 4970 – A Resolution Authorizing the City of Fairbanks to Apply for and Accept Funds from the United States Department of Justice for the FFY2021 Bulletproof Vest Partnership Grant. Introduced by Mayor Matherly.
- \*b) Resolution No. 4971 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the United States Department of the Treasury for Coronavirus Local Fiscal Recovery Funds. Introduced by Mayor Matherly.
- \*c) Ordinance No. 6169 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the Public Safety Employees Association Fairbanks Police Command Unit. Introduced by Mayor Matherly.
- \*d) Ordinance No. 6170 – An Ordinance to Repeal and Reenact Fairbanks General Code Chapter 2, Article VI. Public Records. Introduced by Mayor Matherly.
- \*e) Ordinance No. 6171 – An Ordinance Authorizing Conveyance of an Easement Requested by GVEA for Location of Electrical Facilities in Golden Heart Plaza. Introduced by Mayor Matherly.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- \*a) Reappointment to the Board of Plumber Examiners

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

a) Fairbanks Firefighters Union Labor Negotiation Strategy

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, APRIL 12, 2021  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

---

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

Council Members Present: Shoshana Kun, Seat A  
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 (remotely)  
Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Jeff Jacobson, Public Works Director (remotely)  
Mike Meeks, Chief of Staff  
Kristi Merideth, FECC Manager  
Angela Foster-Snow, HR Director  
Tod Chambers, Fire Chief  
Geoff Coon, Assistant Fire Chief  
Ron Dupee, Police Chief  
Rick Sweet, Deputy Police Chief  
Teal Soden, Communications Director (remotely)  
Michael Sanders, Crisis Now Coordinator  
Clem Clooten, Building Official  
Anthony Laska, FPD Detective  
VISTA Volunteers  
Stephen Anderson, Plans Examiner (remotely)

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** asked **Mr. Gibson** to lead the Flag Salutation.

## **CEREMONIAL MATTERS**

**Mayor Matherly** asked Chief Dupee to come forward to recognize Lieutenant Rick Sweet for his appointment to Deputy Police Chief. Chief Dupee gave a brief history on DC Sweet, including his past nine years with the Fairbanks Police Department (FPD), and Mrs. Sweet pinned DC Sweet with his stars.

## **CITIZENS' COMMENTS**

Patrick Levy, Fairbanks Distilling Co. – Mr. Levy stated that he was speaking in regard to a request for an easement at 410 Cushman Street, adding that when he purchased the property, he believed a portion of the easement had been part of the original purchase. He continued by stating that it was during his attempt to pour a concrete deck the previous summer that he learned the property was part of the City right-of-way. Mr. Levy explained that his intent was to obtain the property that he had thought was a part of the original purchase, which is the front stoop of his business. He expressed his intent to build a deck, effectively helping to make Cushman Street a more pedestrian-friendly street. He added that the deck would be concrete with black railing, which would match the same black railing throughout town; he stated he would install doors resembling the old fire department doors that had been originally installed in that building. Mr. Levy explained that at the time of purchase, he had not understood some of what the plot lines were indicating; he added that some were plot lines extending into McCafferty's Coffee Shop. He stated that he worked with the owners of the coffee shop to make the plot lines reflect the physical boundaries. He continued to explain the attachments he had provided the Council, stating that his current request is with the intention to return his easement portion to his property, much like that of the neighboring property owners.

**Ms. Therrien** stated that the Council had received a letter from McCafferty's concerning the proposed project and how it would affect the view from their establishment. She asked if Mr. Levy could address those concerns.

Mr. Levy stated that while the deck is designed to be open, there is no denying that some of the view will be restricted. He added that the design is for an 18-inch concrete pad on the sidewalk with black railing. Mr. Levy clarified that he had no intent of infringing on the alleyway or the coffee shop owners' rights to that access. He added that all the original windows on the upper level of his business have a view of McCafferty's concrete wall but that it just happens that way with buildings downtown. He stated that they are fortunate to have an alley between them.

**Ms. Therrien** asked if Mr. Levy had considered using the sidewalk along Fifth Avenue. Mr. Levy stated that he would eventually like to use that area as well.

**Mr. Marney** asked how tall the railing would be. Mr. Levy stated that the cement pad would be 18 inches, and the fence would be forty-inches tall, a total of 58 inches above sidewalk level.

William Rogers, McCafferty's Coffee Shop – Mr. Rogers stated that he and his wife own the building at 408 Cushman Street. He disclosed that he is a current City employee, and his wife is Council Member Rogers. He stated that he had previously provided exhibits and items to the Council that he would be referencing in his testimony. He clarified that he did not intend to

prohibit Mr. Levy's plans for outdoor seating. He stated that his concern was that the outdoor plans would occur on the City easement governed by Ordinance No. 6164, which does not restrict Mr. Levy from building up to within six inches of his own property. Mr. Rogers added that he does not believe that Mr. Levy's intent is to build that close to his property, but it could pose an issue in the future if the property is sold. He continued by explaining the exhibits he had provided to the Council, including the right-of-way, the proposed improvements made upon the City easement, and an outline of two proposed easements which would include a restriction of building within two feet of his shop window and a height restriction of five feet. He added that these restrictions should not have an impact on Mr. Levy's proposed improvements but would maintain his ability to use his building and keep it maintained in the future.

**Ms. Therrien** asked Mr. Rogers if he had communicated his suggestions to Mr. Levy and whether Mr. Levy agreed with them. Mr. Rogers indicated that he had spoken to Mr. Levy, but he was under the impression that Mr. Levy would prefer there was not a restriction, despite the fact that his current plans would not be affected. **Ms. Therrien** asked whether, given more time, the two parties would be able to work out an agreement. Mr. Rogers stated that currently there are not restrictions on the improvements that Mr. Levy is seeking, and he would like to protect his property interests going forward.

**Mr. Marney** shared that he had walked the area in question earlier that day and inquired about access to the alley. Mr. Rogers explained that the alleyway falls on Mr. Levy's property where the utilities for both buildings are located.

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

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

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

**Mr. Gibson** pulled Resolution No. 4963 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 March 8, 2021

APPROVED on the CONSENT AGENDA.

b) Regular Meeting Minutes of March 22, 2021

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
2258	Clarion Hotel & Suites	Beverage Dispensary Tourism	Pacific Rim Associates I, Inc.	95 10th Avenue
5262	Aha Oriental Kitchen	Restaurant/Eating Place	Moonstone, LLC	996 Blair Road
556	International Hotel & Bar	Beverage Dispensary	Dakota Ventures, Inc.	122 N. Turner Street, Suite 10
2512	2 Go Mart #114	Package Store	AK, Inc.	2110 Peger Road
4216	2 Go Mart #115	Package Store	AK, Inc.	99 College Road
4565	2 Go Mart #101	Package Store	AK, Inc.	3569 S. Cushman Street

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

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

**Ms. Rogers** asked for information the regarding weapons calls at the 2 Go Mart locations on Peger and Cushman as well as a call termed “mental disorder” at the International Hotel & Bar.

Chief Dupee clarified that the weapons call for the 2 Go Mart on S. Cushman Street pertained to individuals in private vehicles in the parking lot – not the licensed business. He added that the call regarding weapons at the College Road location was pertaining to a man on a bicycle who had a pistol and was making threatening statements before riding off – not in the licensed business. Chief Dupee stated that the incident termed as a mental disorder at The Big I was not marked as pertaining to the business directly.

**Ms. Rogers** asked for clarification on the meaning behind the use of the term “mental disorder” to describe an incident. Dispatch Manager Kristi Merideth stated that it could mean anything from suicidal threats to yelling and screaming; she stated that it equates to abnormal behavior.

**Ms. Therrien** thanked Chief Dupee for providing the reports and asked whether it was a time-consuming process. Chief Dupee responded that it did take a lot of time to go through each of the reports and that only those marked pertain to the actual licensed business. He added that it requires someone to look at each case and determine which calls are associated with the business. **Ms. Therrien** suggested that maybe the Council should consider requesting information for individual incidents rather than the entire report.

**Mr. Clark** asked Chief Dupee whether he would know if he had concerns about a business without the report process, and Chief Dupee replied that he would. **Mr. Clark** wondered whether



it would be worthwhile to eliminate the need for the FPD to review all the reports and eliminate the Council's discussion of calls that do not pertain to the business.

**Ms. Kun** asked how much of the theft had been alcohol related. Chief Dupee stated that the calls marked were at the liquor store. **Ms. Kun** followed up by asking whether the owners had been working on a mitigation plan with the FPD; Chief Dupee stated he was not sure.

Chief of Staff Mike Meeks explained the inefficiencies of the process and stated that prior to the reports being provided, various departments are asked to provide a recommendation to the Council.

**Ms. Rogers** stated that while the reports may take time to prepare, the reason for them came from a time when citizens would become fed up with certain businesses and complain to the Council. She stated that the process stops that from happening or at least keeps the Council more informed.

**Mayor Matherly** added that he found value in the reports provided by the FPD and encouraged the Council to reach out to department heads with questions prior to the meeting to help streamline the process and allow for any additional research to be performed.

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

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

b) The Fairbanks City Council heard citizens concerned with the following Marijuana License Application for Transfer of Ownership:

Type/License: Retail Marijuana Store/License #18187

DBA: Chena Cannabis

Applicant: Chena Cannabis MidTown, LLC

188 Bentley Trust Road, Suite A, Fairbanks

From Owner: The Fairbanks Cut, LLC

**Ms. Kun**, seconded by **Mr. Marney**, moved to WAIVE PROTEST on the Marijuana License Application for Transfer of Ownership.

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

Chief Dupee stated that he had no concerns regarding the transfer.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

- c) The Fairbanks City Council considered an appeal of a denied application for a New Chauffeur License for the following applicant:

Applicant: Richard Walsh-Nathaniel

**Mayor Matherly** explained the process for the appeal.

Richard Walsh-Nathaniel, Fairbanks – Mr. Walsh-Nathaniel stated that he had lived in Fairbanks since he was born in 1997. He added that he had been exposed to drugs since he was small child and, as a young man, he became entangled in the drug lifestyle. He stated that is when he obtained the felony which brought him before the Council to appeal. He shared that he had made drastic changes to his life, including giving up illegal drugs and alcohol. Mr. Walsh-Nathaniel stated that he had a family to provide for, and work has been hard to obtain. He stated he has been left with a limited income of unemployment and stimulus checks. He added that he had been living in Kotzebue with his family, and he decided to move to Fairbanks hoping for better employment opportunities.

**Ms. Therrien** thanked Mr. Walsh-Nathaniel for coming before the Council and asked about the date of his last conviction. Mr. Walsh-Nathaniel responded that his felony conviction had been in 2019. **Ms. Therrien** inquired about Mr. Walsh-Nathaniel's participation in N.A. or A.A. meetings, and he responded that he had completed a drug intake assessment as part of his probation requirements. He stated that he was not recommended, nor required, to obtain any treatment as it had been over four years since he had taken illegal drugs.

**Ms. Rogers** thanked Mr. Walsh-Nathaniel for his bravery in coming before the Council and stated that it is evident that he genuinely wants to provide for his family.

**Ms. Kun** thanked Mr. Walsh-Nathaniel for coming forward and asked him for information about the charge on March 28, 2018 regarding a fraud use access device. Mr. Walsh-Nathaniel explained that he had pled guilty to that charge; however, he had not been aware that the check was fake.

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to GRANT the appeal of a denied application for a New Chauffeur License.

**Ms. Kun** stated that she would prefer the period of probation to be complete prior to granting the appeal. **Mr. Marney** agreed with Ms. Kun.

**Ms. Therrien** stated while on probation, someone would be monitoring the applicant's drug and alcohol use which holds in the Council's favor. She suggested that it may be more appropriate to grant the appeal with a contingency that if he commits any more crimes or violates his probation, the license would be revoked. She added that he has stayed clean and sober for four years, and that is worth considering.

**Mr. Gibson** added his support to Ms. Therrien's comments, stating that it should not be the Council who gets in the way of someone making an effort to turn their life around.

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to AMEND the motion to grant the appeal by adding a condition that the applicant must comply with the terms of his probation and commit no misdemeanors or felonies, or the license will be revoked.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO GRANT THE APPEAL BY ADDING A CONDITION THAT THE APPLICANT MUST COMPLY WITH THE TERMS OF HIS PROBATION AND COMMIT NO MISDEMEANORS OR FELONIES, OR THE LICENSE WILL BE REVOKED AS FOLLOWS:

YEAS: Rogers, Gibson, Therrien, Kun  
NAYS: Clark, Marney  
**Mayor Matherly** declared the MOTION CARRIED.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT THE APPEAL OF A DENIED APPLICATION FOR A NEW CHAUFFEUR LICENSE WITH A CONDITION THAT THE APPLICANT MUST COMPLY WITH THE TERMS OF HIS PROBATION AND COMMIT NO MISDEMEANORS OR FELONIES, OR THE LICENSE WILL BE REVOKED AS FOLLOWS:

YEAS: Gibson, Marney, Rogers, Kun, Therrien  
NAYS: Clark  
**Mayor Matherly** declared the MOTION CARRIED.

d) The Fairbanks City Council considered the owner's contestation of the Council's actions regarding the abatement at 33 Timberland Drive.

Property Location: 33 Timberland Drive  
Owner Name: Bernadette O'Driscoll  
Summary: The property owner is contesting the City Council's February 22 vote to approve abatement costs in the amount of \$36,168 and to create a lien against the property in the same amount.

**Ms. Therrien**, seconded by **Mr. Clark**, moved to DENY the appeal of the Council's actions regarding the abatement at 33 Timberland Drive.

**Ms. Rogers** stated that the City Clerk had done an excellent job of keeping the owner informed and involved in the process. She stated that she believed all the information provided to Ms. O'Driscoll had been very clear and that she had been given many opportunities to prevent the situation from happening.

**Ms. Therrien** stated that Ms. O'Driscoll's concerns are centered around the City's ability to perform a controlled burn and the cost associated with demolishing the structure. She continued by stating that the cost of the abatement is comparable to that of previous abatements and that

City staff had done a lot of work to take care of the situation. She stated that the owner could have come before the Council in the earlier stages of the process and avoided the situation, but she did not do so.

**Mr. Gibson** asked for clarification that the original cost had been included on the lien with no additional interest. Attorney Ewers confirmed and added that the Council had the opportunity to place a personal obligation on the owner but elected not to do so.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO DENY THE APPEAL OF THE COUNCIL'S ACTIONS REGARDING THE ABATEMENT AT 33 TIMBERLAND DRIVE AS FOLLOWS:

YEAS: Gibson, Therrien, Clark, Marney, Rogers

NAYS: Kun

**Mayor Matherly** declared the MOTION CARRIED.

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

#### a) Special Reports

Mike Sanders, Crisis Now Coordinator – Mr. Sanders thanked the Mayor and Council for allowing him to speak. He stated that he has been the Housing and Homeless Coordinator and would soon be transitioning to a new position as the Crisis Now Coordinator. He stated that the best part of his job had been the opportunity to work with the AmeriCorps VISTA program, sharing that his role had essentially been to provide the paperwork and get out of the way of the volunteers who were the rock stars behind the program. Mr. Sanders stated that the VISTA program is at full capacity with 12 full-year VISTAs who build capacity and strengthen the community by working with other non-profit organizations in the community with a focus on poverty, inequity, homelessness, and a lack of access to education. Mr. Sanders went on to share that in the last reporting year, the 12 full-year VISTAs raised \$460,320 for their projects through grants and other fundraising activities, as well as recruited 1,149 volunteers throughout the year. He added that the group would begin recruiting for their 14 summer associate positions, which are incentivized by an educational award as well as a living stipend. He encouraged anyone who was 18 years of age or older and looking for summer employment to visit the VISTA website at [www.vistafairbanks.org](http://www.vistafairbanks.org). Mr. Sanders recognized Kenzley Defler for her work on the VISTA informational video that he played for the Council.

**Mayor Matherly** thanked the Council for allowing the video to play in its entirety, pointing out that all that work had been done during a pandemic year. He spoke about how great it is to have people who have a heart for helping others in the community. He asked VISTA coordinator Kenzley Defler to come forward; he recognized Ms. Defler by reading into the record a recognition of outstanding dedication to the community and gave her a Certificate of Appreciation on behalf the City of Fairbanks. Ms. Defler thanked the Mayor and Council and expressed her appreciation of the City's support of the VISTA program, stating that it was an asset to the community and to the young professionals who volunteer.

**Mayor Matherly** encouraged anyone over the age of 18 looking for experience to contact the VISTA program and stated that they are a great organization to be affiliated with. He concluded his comments by stating that the snow will be gone soon, and Public Works is now publishing hard pack removal schedules.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Rogers** thanked everyone for their comments, particularly those regarding Mr. Walsh-Nathaniel.

**Ms. Kun** congratulated DC Sweet on his new title and position.

**Ms. Therrien** thanked the Council for supporting the motion to grant the appeal for the Chauffeur License, stating that it shows that the Council has heart and is willing to give someone a chance. She added that she was hopeful that Mr. Levy and Mr. Rogers could come to some agreement before the second reading of the ordinance but felt that it may be important for the Council to consider making amendments to the ordinance as it affects both property owners. She concluded by congratulating DC Sweet.

**Mr. Clark** stated he had no comments.

**Mr. Marney** stated that the decision regarding the Chauffeur License appeal was a very difficult one for him, but he wishes Mr. Nathaniel-Walsh all the best, adding that everyone deserves a second chance. He ended by congratulating DC Sweet.

**Mr. Gibson** stated that the liquor license renewals appear to waste a lot of administrative time, especially given there were no departmental objections. He asked the Council to consider adjusting the process, not only to free up FPD's time but also to avoid any undue judgement on businesses that are discussed in open public meetings.

**Mayor Matherly** called for a brief recess. The meeting reconvened at 8:05 p.m.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6150 – An Ordinance Amending Fairbanks General Code Section 46-80, Drinking in Public, to Make the Restriction Citywide. Introduced by Council Member Kun. SECOND READING AND PUBLIC HEARING.

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

**Ms. Kun**, seconded by **Mr. Clark**, moved to ADOPT Ordinance No. 6150.

**Mr. Clark** requested to be added as a sponsor.

**Mr. Gibson** asked about applicability and prohibitions. Attorney Ewers clarified that the ordinance would apply to any public property within the City of Fairbanks.

**Ms. Rogers** thanked Ms. Kun for bringing the ordinance forward in an effort to fix the double standard that existed and asked to have her name added as a sponsor.

**Ms. Therrien** requested to be added as a sponsor.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6150 AS FOLLOWS:

YEAS: Marney, Clark, Rogers, Kun, Therrien

NAYS: Gibson

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6150 ADOPTED.

- b) Ordinance No. 6151 – An Ordinance Amending Fairbanks General Code Section 14-213, Restrictions on Marijuana Establishments. Introduced by Council Member Kun. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to ADOPT Ordinance No. 6151.

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

**Ms. Rogers** thanked Ms. Kun for bringing the ordinance forward.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6151 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6151 ADOPTED.

- c) Ordinance No. 6152 – An Ordinance to Amend FGC Chapter 10, Article III International Building Code, by Adopting the 2018 International Building Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Gibson**, moved to ADOPT Ordinance No. 6152.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6152 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6152 ADOPTED.

- d) Ordinance No. 6153 – An Ordinance to Amend FGC Chapter 10, Article XIII International Residential Code, by Adopting the 2018 International Residential Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Mr. Gibson**, seconded by **Ms. Kun**, moved to ADOPT Ordinance No. 6153.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6153 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6153 ADOPTED.

- e) Ordinance No. 6154 – An Ordinance to Amend FGC Chapter 10, Article IX National Electrical Code, by Adopting the 2020 National Electrical Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Therrien**, seconded by **Mr. Gibson**, moved to ADOPT Ordinance No. 6154.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6154 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6154 ADOPTED.

- f) Ordinance No. 6155 – An Ordinance to Amend FGC Chapter 10, Article IV International Mechanical Code, by Adopting the 2018 International Mechanical Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6155.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6155 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6155 ADOPTED.

- g) Ordinance No. 6156 – An Ordinance to Amend FGC Chapter 10, Article V Uniform Plumbing Code, by Adopting the 2018 Uniform Plumbing Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Gibson**, moved to ADOPT Ordinance No. 6156.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6156 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6156 ADOPTED.

- h) Ordinance No. 6157 – An Ordinance to Amend FGC Chapter 10, Article XIV International Fuel Gas Code, by Adopting the 2018 International Fuel Gas Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Therrien**, seconded by **Ms. Kun**, moved to ADOPT Ordinance No. 6157.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6157 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6157 ADOPTED.

- i) Ordinance No. 6158 – An Ordinance to Amend FGC Chapter 30, Article II International Fire Code, by Adopting the 2018 International Fire Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6158.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6158 AS FOLLOWS:



YEAS: Marney, Rogers, Kun, Gibson, Therrien  
NAYS: Clark  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6158 ADOPTED.

- j) Ordinance No. 6159 – An Ordinance to Amend FGC Chapter 10, Article XVI International Energy Conservation Code, by Adopting the 2018 International Energy Conservation Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to ADOPT Ordinance No. 6159.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6159 AS FOLLOWS:

YEAS: Clark, Therrien, Kun, Marney, Gibson, Rogers  
NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6159 ADOPTED.

- k) Ordinance No. 6160 – An Ordinance to Amend FGC Chapter 10, Article XVII International Existing Building Code, by Adopting the 2018 International Existing Building Code with Local Amendments. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6160.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6160 AS FOLLOWS:

YEAS: Therrien, Rogers, Clark, Gibson, Kun, Marney  
NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6160 ADOPTED.

- l) Ordinance No. 6161 – An Ordinance to Amend Sections 902 and 905 of the 2015 City of Fairbanks Code for the Abatement of Dangerous Buildings Regarding City Council Hearings and Appeals of the City Council’s Decision. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Ms. Therrien**, moved to ADOPT Ordinance No. 6161.

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

**Ms. Kun** requested to be added as a sponsor.

**Mr. Gibson** asked for clarification on how the ordinance would change the process. Attorney Ewers explained that the previous process had been two part and required the item to go before the Council to set a date for the hearing. He stated that the new language would eliminate that step and streamline the process. Clerk Snider added that the Clerk's Office sets the dates for all other appeals and hearings that come before the Council, and the existing language is unique.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6161 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6161 ADOPTED.

- m) Ordinance No. 6162 – An Ordinance to Amend FGC Chapter 10, Article II, by Adopting the 2020 City of Fairbanks Administrative Code. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

**Ms. Kun**, seconded by **Mr. Marney**, moved to ADOPT Ordinance No. 6162.

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

Attorney Ewers thanked the Council and the Building Code and Landscape Review and Appeals Commission for all their work on the Code review process and gave Building Official Clem Clouten credit for his work also. City Clerk Snider added that Plans Examiner Stephen Anderson had also spent a lot of time on the codes and recognized him for his contributions.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6162 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6162 ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 4962 – A Resolution to Apply for and Accept Funds from the Municipality of Anchorage for the Alaska Internet Crimes Against Children Task Force Program. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4963 – A Resolution Opposing the Proposed Changes to Title 13 of the Alaska Administrative Code to Allow Use of ATVs and Snowmobiles on Public Roadways Until a Comprehensive Study is Done. Introduced by Mayor Matherly and Council Member Therrien.

**Ms. Therrien**, seconded by **Ms. Kun**, moved to APPROVE Resolution No. 4963.

**Mr. Gibson** stated that he would like to make some amendments to the resolution, and copies of the amendments had been provided to each Council member. He clarified that his amendments request that the State of Alaska allow local municipalities the freedom to make their own decisions regarding the use of ATVs and snowmobiles on public roadways, effectively changing it to an opt-in program instead of an opt-out program as it currently stands. He asked for guidance on how to propose the amendments. Attorney Ewers advised proposing the amendments individually.

**Mr. Gibson**, seconded by **Mr. Clark**, moved to AMEND Resolution No. 4963 by changing the title to “A Resolution Expressing Concerns Over the Proposed Changes to Title 13 of the Alaska Administrative Code to Allow Use of ATVs and Snowmobiles on Public Roadways.”

**Mayor Matherly** asked for clarification on the reason behind changing the title of the resolution. He added that he feels strongly about opposing the changes given the feedback from Chief Dupee and Chief Chambers and the dangers of allowing the vehicles on busy roadways.

**Ms. Therrien** stated that there were concerns at the Alaska Municipal League (AML) regarding the resolution, and the feeling was that there was not going to be enough support for the changes to pass the legislature’s approval this year. She added that she also felt it was appropriate to oppose the changes at the City level.

**Mr. Clark** asked for information regarding the comprehensive study named in the title.

**Mr. Gibson** stated that there was not a current plan for a comprehensive study; instead it is a request of the State to provide a study prior to making the proposed changes to Title 13.

**Ms. Kun** stated that in some other similarly-sized cities in the Lower 48, ATVs are allowed on public roadways, but not snowmobiles. She added that supports the use of ATVs, but that has no bearing on the resolution being discussed. She added that local law enforcement is not in favor of the changes.

**Mr. Gibson** explained that the purpose of his proposed changes is to acknowledge concerns but also to recognize some of the valid reasons for considering the changes. He added that his amendments are simply asking the State to give the municipalities the ability to make their own decisions regarding ATVs and snowmobiles on public roads. He stated that there are ways to do it safely as has been proven in other cities, some larger and busier than Fairbanks. He stated he would like the opportunity to explore options at the City level and leave the State out of it.

**Ms. Rogers** stated that she agrees with both sides of the current discussion and feels that the Council should have a better handle on the issue prior to approving a resolution.

**Mayor Matherly** reminded the Council that they had moved off of the current motion which is to change the title of the resolution. He recommended, given the number of amendments being proposed, that a vote on the resolution be postponed in order for the sponsors of the resolution to work through some of the issues.

**Mr. Gibson**, with the concurrence of the Second, WITHDREW his motion to amend Resolution No. 4963.

**Ms. Therrien** stated that there should be some urgency given to this matter as the legislature will only be in session for the next 2-3 weeks.

**Mr. Gibson** asked for clarification on how changes to the Alaska Administrative Code (AAC) are approved. **Ms. Therrien** stated that the legislature has to approve changes to the AAC, but the changes are not submitted in form of a bill.

**Mr. Gibson**, seconded by **Mr. Clark**, moved to POSTPONE INDEFINITELY Resolution No. 4963.

Attorney Ewers clarified that while this resolution would be postponed indefinitely and thereby killed, it would not prevent a new resolution regarding the same topic from being brought forward at the next meeting or any meeting after that.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE INDEFINITELY RESOLUTION NO. 4963 AS FOLLOWS:

YEAS: Kun, Gibson, Clark, Marney, Rogers

NAYS: Therrien

**Mayor Matherly** declared the MOTION CARRIED and Resolution No. 4963 POSTPONED INDEFINITELY.

- c) Resolution No. 4964 – A Resolution Approving a Maintenance Agreement with the State of Alaska Department of Transportation and Public Facilities Related to the Cushman Street Bridge Rehabilitation Project. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- d) Ordinance No. 6163 – An Ordinance Authorizing a Lease of Space in City Hall to the Interior Alaska Center Non-Violent Living to House the Fairbanks Reentry Coalition. Introduced by Mayor Matherly.

ADVANCED on the CONSENT AGENDA.

- e) Ordinance No. 6164 – An Ordinance Authorizing Conveyance of an Easement Over a Portion of the Right-of-Way Bordering 410 Cushman Street. Introduced by Mayor Matherly.

ADVANCED on the CONSENT AGENDA.

## WRITTEN COMMUNICATIONS TO COUNCIL

- a) Appointment to the Clay Street Cemetery Commission

APPROVED on the CONSENT AGENDA

## COMMITTEE REPORTS AND COUNCIL MEMBERS' COMMENTS

**Ms. Rogers** stated that she attends the Reentry Coalition meetings and expressed her gratitude for the support provided by the City in allowing them use of space at City Hall. She expressed appreciation for the presentation by and attendance of the VISTA volunteers. She stated that she had met with the Polaris Work Group and shared that plans were still moving forward. She thanked Clerk Snider for her report which highlights patterns and needs within the City. She concluded by thanking Mayor Matherly and Attorney Ewers for their kind comments recognizing the hard work of Building Department staff Clem Clooten and Stephen Anderson.

**Mr. Gibson** stated he had no reports or comments.

**Mr. Marney** stated he did not have any reports but wished everyone a nice evening. He thanked the Council for working so well together.

**Mr. Clark** stated that he missed his last meeting with Rep. Adam Wool but added that there were more meetings coming soon.

**Ms. Therrien** gave an update to the many legislative meetings she had attended, including a meeting with Sen. Robert Myers who felt that there would be guidance around the GO bonds by the beginning of May. She added that Sen. Myers said the gas tax would likely not pass until the following year even with the support of the ATA, Chamber of Commerce, and the Alaska General Contractors. She stated the Legislative Committee met on April 6 and discussed the resolution regarding ATVs; she stated that the Mayor provided testimony on the issue. She added that her testimony to the State Finance Committee had also been a topic of discussion, which included items the Council had discussed and agreed upon. She shared that the operating budget would not be addressed until federal guidelines have been released. **Ms. Therrien** added that the Legislative Committee met with Rep. Adam Wool who spoke about the Emergency Declaration and the negotiations between the Senate and the Governor's Office; she stated he expressed his support for the City, including the City Hall heating system. She stated that she met with the AML Legislative Committee who discussed some of the same topics, including a bill to early-fund education and school debt reimbursements and a bill supporting tribal recognition. She stated it may be valuable for the Council to consider supporting the bill also.

**Ms. Kun** thanked Ms. Therrien for all her legislative updates. She added that she had met with the Explore Fairbanks Board of Directors where there were many updates on how the tourism industry was functioning, adding that there was a lot of optimism for the upcoming season. She shared information regarding vaccination opportunities, including walk-in options at the Carlson Center starting the following day. **Ms. Kun** gave a land acknowledgement. She mentioned that the City and all departments had recently taken part in diversity, equity, and inclusion training, and on behalf of the Fairbanks Coalition Builders, she thanked all those that participated. **Ms.**

**Kun** stated that while Spring has arrived, it coincides with the time of year for the highest rates of suicide. She asked citizens to check on their friends and provided the suicide hotline number. She concluded by thanking Clerk Snider for her quarterly report and Public Works for handling the late season snowstorm so efficiently.

**Mayor Matherly** shared that the Fairbanks Diversity Council would meet the following evening and noted that the previous meeting was cancelled due to lack of a quorum. He added that it had been the intention to spotlight women who work at the City during the last meeting. He indicated that the presentation would be made at the next meeting.

**Ms. Kun**, seconded by **Mr. Gibson**, moved to ENTER Executive Session to discuss the Fairbanks Firefighters Union 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**

a) Fairbanks Firefighters Union Labor Negotiation Strategy

The City Council met in Executive Session to discuss the Fairbanks Firefighter Union Labor Negotiation Strategy. Direction was given to the negotiating team, and no action was taken.

The Council agreed to meet for a Work Session on Emergency Response Standards at 5:00 p.m., May 10, 2021.

### **ADJOURNMENT**

**Mr. Gibson**, 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 10:07 p.m.

---

JIM MATHERLY, MAYOR

ATTEST:

---

D. DANYIELLE SNIDER, MMC, CITY CLERK

Transcribed by: RR




800 Cushman Street  
Fairbanks, AK 99701

Telephone (907)459-6702  
Fax (907)459-6710

## MEMORANDUM

TO: Mayor Matherly and City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Liquor License Renewals

DATE: May 19, 2021

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

Lic. #	DBA	License Type	Licensee	Address
3336	Soapy Smith's Pioneer Restaurant	Restaurant/ Eating Place	Nicholas V Stepovich	543 2nd Avenue
3050	Kanpai	Restaurant/ Eating Place	Three Star, LLC	1448 S. Cushman Street
3467	Lin's Asian Bistro	Restaurant/ Eating Place	Lin's Panda Garden, Inc.	1900 Airport Way
77	300 Club	Beverage Dispensary	Karen A Meadows-Sours	940 Cowles Street
1966	Loyal Order of Moose #1392	Club	Fairbanks Lodge #1392	98 10th Avenue
2124	Fenders	Beverage Dispensary	636, LLC	636 28th Avenue (upstairs)
4763	Bobby's Downtown	Beverage Dispensary	Delta Epsilon, Inc.	609 2nd Avenue

Pursuant to FGC Sec. 14-178 the Council must determine whether to protest liquor license renewal applications after holding a public hearing.

Per the Council's request, the Police Department has included a call report for the locations listed.

**There are no department-recommended protests** for the above-listed liquor license renewals.

**CITY OF FAIRBANKS PUBLIC SAFETY**

**Soapy Smith`s 543 2nd Avenue**

05/07/2020 - 05/06/2021

<b>Report #</b>	<b>Call Time</b>	<b>Nature</b>	<b>Location</b>	<b>Prime Unit</b>	<b>Disp.</b>	<b>Close Time</b>
	12/29/2020 16:17	DVPO SERVICE	543 SECOND AVE	O15	NRP	01/08/2021 14:57:29
	09/04/2020 09:42	TRESPASS/UNWANTE	543 SECOND AVE	S1	NRP	09/04/2020 11:39:13

Total Number of Events Listed: 2



**CITY OF FAIRBANKS PUBLIC SAFETY**

**Kanpai 1448 S. Cushman Street**

05/07/2020 - 05/06/2021

<b>Report #</b>	<b>Call Time</b>	<b>Nature</b>	<b>Location</b>	<b>Prime Unit</b>	<b>Disp.</b>	<b>Close Time</b>
	12/04/2020 18:18	911 HANG-UP -	1448 S CUSHMAN ST	S5	NRP	12/04/2020 18:27:45
20004508	11/29/2020 11:35	DAMAGE/VANDALISM	1448 S CUSHMAN ST	O58	RPT	11/29/2020 13:27:14
	08/18/2020 11:49	DISTURBANCE	1448 S CUSHMAN ST	O13	NRP	08/18/2020 12:04:02
20002965	08/14/2020 19:44	MISSING PERSON AT	1448 S CUSHMAN ST	O26	RPT	08/14/2020 20:58:23

Total Number of Events Listed: 4

**CITY OF FAIRBANKS PUBLIC SAFETY**

**Lin`s Asian Bistro 1900 Airport Way**

05/07/2020 - 05/06/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	08/15/2020 22:37	DISTURBANCE	1900 AIRPORT WAY	O26	NRP	08/15/2020 22:54:18

Total Number of Events Listed: 1

**CITY OF FAIRBANKS PUBLIC SAFETY**

**300 Club 940 Cowles Street**

04/27/2020 - 04/26/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/08/2021 13:31	AOA - NON URGENT -	952 TENTH AVE	O41	NRP	01/08/2021 14:05:43

Total Number of Events Listed: 1

Incident / Event (Search) ✖

Link Event ID  Call recv 04/26/2021 00:00:00 AVL Print Report

Event Info Notes Times R/E Log Other Log Entry Ani/All Patients Employee Names Vehicles

Rpt#  Source  PU  EMS Fire Law Resc Othr 📄

Loc 98 TENTH AVE FAIR

X-ST Jur  Service  Agency FPD

Stat/Beat  District  RA

Busi MOOSE LODGE P# ( ) - Call group

Nature  Alarm level  Priority  QA

Caller  Hist Alarm


Address  SOS

Veh#  To RMS Send Export

Include delayed events  Include cancelled events View Text Re-Open

Prev Next Add Duplicate Delete Search View Exit Srch

ONESolution CAD ✖

 No match found.

# CITY OF FAIRBANKS PUBLIC SAFETY

Fenders 636 28th Avenue

04/27/2020 - 04/26/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	04/20/2021 17:55	THREAT - BRAVO	636 TWENTY-EIGHTH	O56	NRP	04/20/2021 19:49:23
	04/02/2021 12:17	SUSP	636 TWENTY-EIGHTH	O26	NRP	04/02/2021 12:53:21
	03/06/2021 17:08	TRESPASS/UNWANTE	636 TWENTY-EIGHTH	O54	NRP	03/06/2021 17:33:39
20004475	11/29/2020 10:35	SI - FOLLOW-UP	636 TWENTY-EIGHTH	O58	RPT	11/29/2020 13:03:41
20004475	11/27/2020 08:27	COMMERCIAL	636 TWENTY-EIGHTH	O58	RPT	11/27/2020 10:14:50
20001955	06/10/2020 13:45	PAST BURGLARY -	636 TWENTY-EIGHTH	O13	RPT	06/10/2020 15:46:36
20001398	05/04/2020 19:33	SUPPLEMENTAL-	636 TWENTY-EIGHTH	S11	RPT	05/04/2020 19:59:10
20001398	05/02/2020 09:34	PAST BURGLARY -	636 TWENTY-EIGHTH	O9	RPT	05/02/2020 10:37:20

Total Number of Events Listed: 8

# CITY OF FAIRBANKS PUBLIC SAFETY

Bobby`s Downtown 609 2nd Avenue

04/27/2020 - 04/26/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	04/24/2021 17:27	PARKING COMPLAINT	609 SECOND AVE	O12	NRP	04/24/2021 17:30:07
	04/24/2021 14:55	ABANDONDED	609 SECOND AVE	O12	NRP	04/24/2021 15:23:53
	04/08/2021 21:00	SUSPICIOUS	609 SECOND AVE	O17	NRP	04/09/2021 18:29:20
	03/06/2021 11:26	PARKING COMPLAINT	609 SECOND AVE	O17	NRP	03/06/2021 14:05:36
	02/08/2021 00:48	ALARM BURGLARY -	609 SECOND AVE	O58	FAB	02/08/2021 01:22:29
	01/20/2021 10:08	SUSPICIOUS VEHICLE	609 SECOND AVE	O7	NRP	01/20/2021 10:34:40
	12/11/2020 15:44	TRESPASS - PAST -	609 SECOND AVE	L6	NRP	12/11/2020 15:50:05
	12/09/2020 03:17	INCAPACITATED	609 SECOND AVE	S34	NRP	12/09/2020 03:40:59
20004467	11/26/2020 15:52	ASSAULT CHARLIE -	609 SECOND AVE	O9	RPT	11/26/2020 16:41:49
	07/18/2020 14:19	MVC - NO INJURIES -	609 SECOND AVE	O50	NRP	07/18/2020 15:12:02

Total Number of Events Listed: 10


# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

---

TO: Mayor Jim Matherly & City Council Members

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Application for New Restaurant/Eating Place Liquor License and Restaurant Designation Permit

DATE: May 19, 2021

---

An application has been received from the State of Alaska Alcohol and Marijuana Control Office (AMCO) for the following new Restaurant/Eating Place liquor license and Restaurant Designation Permit:

License #: **5950**  
License Type: Restaurant/Eating Place  
D.B.A.: **House of Fire Pizza**  
Licensee/Applicant: TJMN, LLC  
Physical Location: 300 Old Steese Hwy, Fairbanks AK

Corp/LLC Agent:	Address	Phone	Date/State of Ltd Partner/Corp	Good standing?
TJMN, LLC Thomas Bartels	1093 Coppet Street Fairbanks, AK 99709	907-322-0096	03/15/2018 – AK	Yes

Member/Officer/ Director:	Address	Phone	Title/Shares (%)
Thomas Bartels	1093 Coppet Street Fairbanks, AK 99709	907-322-0096	Member / 50%
Milan Bajmoczi	1122 Sunset Drive Fairbanks, AK 99709	617-771-0264	Member / 50%

Pursuant to FCG Sec. 14-178, the City Council must determine whether to protest or waive protest on the liquor license application after holding a public hearing; the public notice requirements of FGC Sec. 14-168(a)(2) have been met.

On April 30, 2021, AMCO updated the number of authorized licenses per municipality. The total number of authorized Restaurant/Eating Place licenses for the City of Fairbanks is 21, and currently there 21 active licenses within City limits, including this new license.

Since this is a new liquor license location, there is no call report included from FPD. **There are no departmental objections to the issuance of this license.**





**Alaska Alcoholic Beverage Control Board**

**Form AB-00: New License Application**

**What is this form?**

This new license application form is required for all individuals or entities seeking to apply for a new liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260 and 3 AAC 304.105.

**This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.**

**Section 1 – Establishment and Contact Information**

Enter information for the business seeking to be licensed.

Licensee:	TJMN, LLC				
License Type:	Restaurant/Eating Place	Statutory Reference:	04.11.100		
Doing Business As:	House of Fire Pizza				
Premises Address:	300 Old Steese Hwy Unit #1				
City:	Fairbanks	State:	Alaska	ZIP:	99701
Local Governing Body:	City of Fairbanks				
Community Council:	None				

Mailing Address:	300 Old Steese Hwy Unit #1				
City:	Fairbanks	State:	Alaska	ZIP:	99701

Designated Licensee:	Thomas S. Bartels				
Contact Phone:	907-322-0096	Business Phone:			
Contact Email:	tom.bartels@houseoffirepizza.net				

Seasonal License?    Yes     No     If "Yes", write your six-month operating period: \_\_\_\_\_

OFFICE USE ONLY				
Complete Date:		License Years:	License #:	5950
Board Meeting Date:		Transaction #:	100037132	
Issue Date:		BRE:		

AMCO Received 1/21/21





Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

**Section 2 – Premises Information**

Premises to be licensed is:

- an existing facility       a new building       a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

**Section 3 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an:  applicant       affiliate

Name:					
Address:					
City:		State:		ZIP:	



Alaska Alcoholic Beverage Control Board  
**Form AB-00: New License Application**

**Section 4 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Thomas S. Bartels				
Title(s):	Member	Phone:	907-322-0096	% Owned:	50
Address:	1093 Coppet Street				
City:	Fairbanks	State:	Alaska	ZIP:	99709

Entity Official:	Milan Bajmoczi				
Title(s):	Member	Phone:	617-771-0264	% Owned:	50
Address:	1122 Sunset Drive				
City:	Fairbanks	State:	Alaska	ZIP:	99709

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

**Form AB-00: New License Application**

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10080322	AK Formed Date:	03/15/2018	Home State:	Alaska
Registered Agent:	Thomas Bartels		Agent's Phone:	907-322-0096	
Agent's Mailing Address:	1093 Coppet Street				
City:	Fairbanks	State:	Alaska	ZIP:	99709

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

**Section 5 - Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses: Yes No

Does any representative or owner named in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

House of Fire Pizza 3677 College Rd; Fairbanks, AK 99709--Both owners are 50% owners of that property. Type: Pizza Restaurant. License: #5713 License Type: Restaurant/Eating Place

**Section 6 - Authorization**

Communication with AMCO staff: Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:



**Alaska Alcoholic Beverage Control Board**  
**Form AB-00: New License Application**

**Section 7 – Certifications**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

*TS*

I certify that all proposed licensees have been listed with the Division of Corporations.

*TS*

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

*TS*

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

*TS*

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

*TS*

As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

*Thomas S. Bartels*

Signature of licensee

**Thomas S. Bartels**

Printed name of licensee

*K. Robinson*

Signature of Notary Public

Notary Public in and for the State of

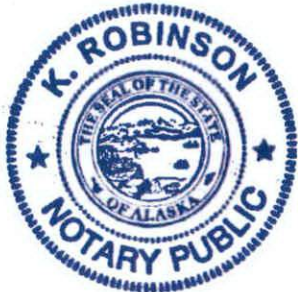
Alaska

My commission expires:

Mar 31, 2021

Subscribed and sworn to before me this

21 day of January, 2021.





## Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

**The second page of this form is not required.** Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

**This form must be completed and submitted to AMCO's main office before any license application will be considered complete.**

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

### Section 1 – Establishment Information

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

Licensee:	TJMN, LLC	License Number:	
License Type:	Restaurant Eating Place		
Doing Business As:	House of Fire Pizza		
Premises Address:	300 Old Steese Hwy Unit #1		
City:	Fairbanks	State:	Alaska
		ZIP:	99701

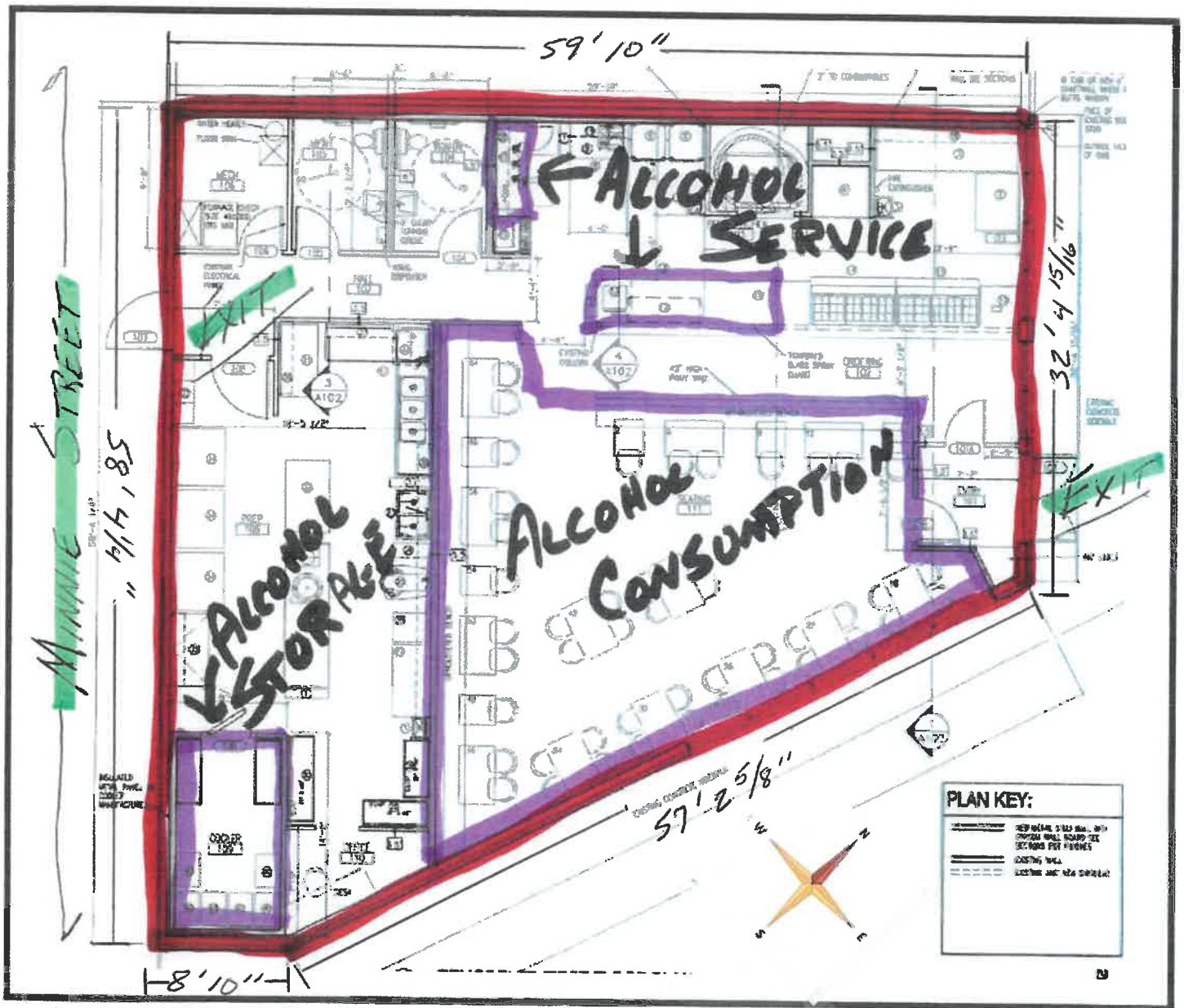




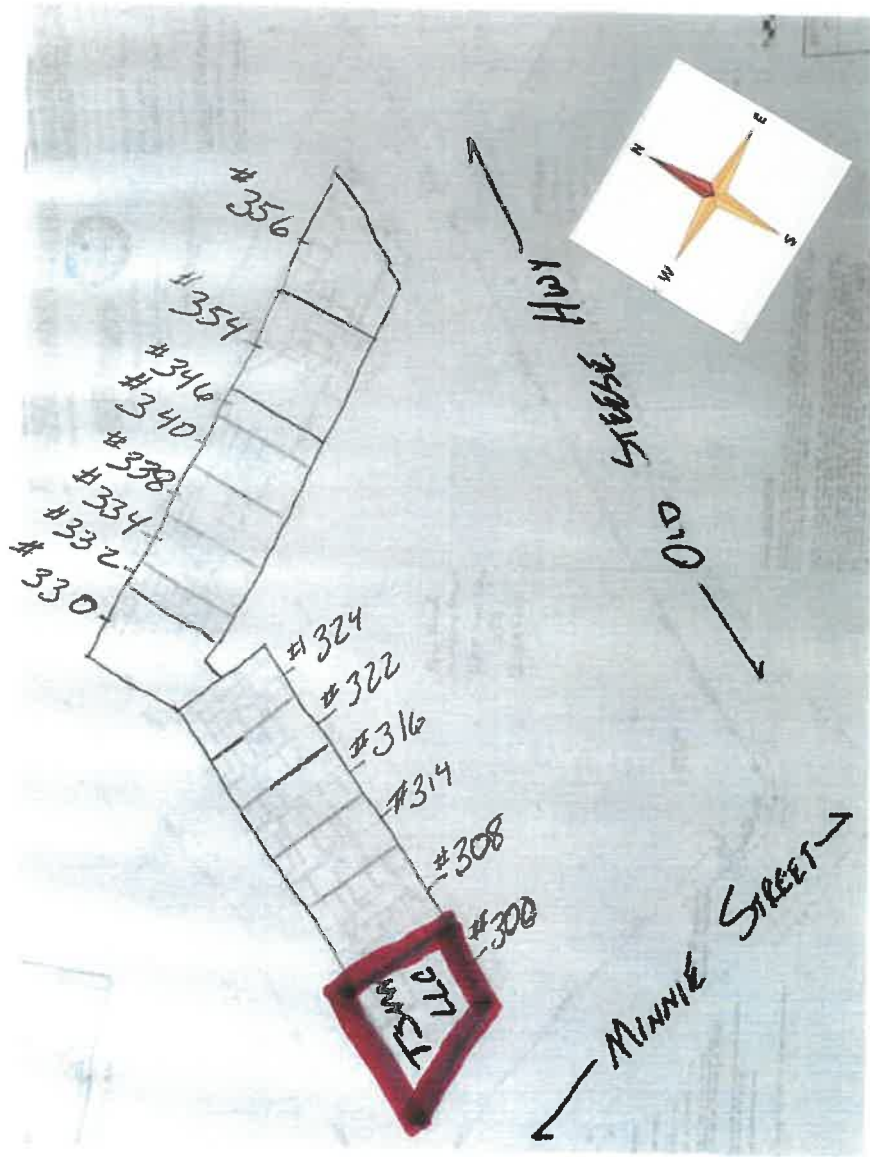
Alaska Alcoholic Beverage Control Board  
**Form AB-02: Premises Diagram**

**Section 2 - Detailed Premises Diagram**

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



OLD STEESE HIGHWAY



\* PROPERTY NOT PART OF  
 A UNIVERSITY CAMPUS  
 \* PROPERTY PRIVATELY OWNED

\* NUMBERS LISTED ARE SUITE NUMBERS OF EACH OF THE TENANTS AT NORTHGATE SQUARE.

**ORDINANCE NO. 6168**

**AN ORDINANCE TO AMEND FGC SEC. 74-151 TO INCLUDE E-CIGARETTES AND VAPING DEVICES IN THE DEFINITION OF TOBACCO PRODUCTS SUBJECT TO TAXATION UNDER ARTICLE V OF CHAPTER 74**

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

**Section 1.** Fairbanks General Code Chapter 74, Article V, Tobacco Products Distribution and Excise Tax, Sec. 74-151, Definitions, “*Tobacco product*” is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

**Sec. 74-151. Definitions.**

*Tobacco product* means:

- (1) A cigarette, which is a roll for smoking of any size or shape, made wholly or partly of tobacco, whether the tobacco is flavored, adulterated, or mixed with another ingredient, if the wrapper or cover of the roll is made of paper or a material other than tobacco;
- (2) A cigar;
- (3) A cheroot;
- (4) A stogie;
- (5) A perique;
- (6) Snuff and snuff flour;
- (7) Smoking tobacco, including granulated, plug-out, crimp-out, ready-rubbed, and any form of tobacco suitable for smoking in a pipe or cigarette; ~~or~~
- (8) Chewing tobacco, including Cavendish, twist, plug, scrap, and tobacco suitable for chewing; ~~or~~



- (9) An article or product made wholly or in part of tobacco or a tobacco substitute or otherwise containing nicotine that is expected or intended for human consumption, but not including a tobacco cessation substitute, ~~including but not limited to those~~ prescribed by a licensed physician or a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco use cessation or harm reduction product or for other medical purposes and which is being marketed and sold solely for that approved purpose;
  
- (10) An electronic smoking device which can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. An electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any nicotine substance intended to be aerosolized or vaporized during the use of the device, whether or not it contains nicotine. An electronic smoking device does not include any battery or battery charger when sold separately or smoking cessation products.

**Section 2.** That the effective date of this Ordinance is the 1st day of July 2021 in order to give the administration time to implement the changes to the tax.

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

AYES:  
 NAYS:  
 ABSENT:  
 FAILED:

ATTEST:

APPROVED AS TO FORM:

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

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

Introduced by: Mayor Matherly  
Finance Committee: May 18, 2021  
Introduced: May 24, 2021

**RESOLUTION NO. 4970**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY  
FOR AND ACCEPT FUNDS FROM THE UNITED STATES  
DEPARTMENT OF JUSTICE FOR FFY2021 BULLETPROOF VEST  
PARTNERSHIP GRANT**

**WHEREAS**, the City of Fairbanks has been notified by the Bureau of Justice Assistance of the United States Department of Justice that the City of Fairbanks is eligible to apply for funding for reimbursement of body armor purchases; and

**WHEREAS**, the City of Fairbanks has a policy that all Fairbanks Police Officers must wear ballistic vests; and

**WHEREAS**, the Bulletproof Vest Partnership grant provides 50% of the retail cost for ballistic vests; and

**WHEREAS**, the City of Fairbanks is eligible to apply for \$6,000 to supplement the purchase of vests for newly hired officers and to replace outdated vests.

**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 applying and accepting funds on behalf of the City for the FFY2021 Bulletproof Vest Partnership grant.

**PASSED and APPROVED this 24th Day of May 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: 4970

Abbreviated Title: FFY21 BULLETPROOF VEST PARTNERSHIP GRANT

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

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

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

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Contracts	Personnel	Total
Ballistic Vests (15 vests @ \$800)	\$12,000			\$12,000
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,000</b>

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Grant Funds (Federal Funds)	\$6,000			\$6,000
General Fund	\$6,000			\$6,000
<b>TOTAL</b>	<b>\$12,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,000</b>

The City does not anticipate additional costs associated with this project. This is an annual grant that helps cover the cost of providing bulletproof vests for police officers.

Reviewed by Finance Department: Initial CP Date 5/11/2021

Introduced by: Mayor Matherly  
Finance Committee: May 18, 2021  
Introduced: May 24, 2021

**RESOLUTION NO. 4971**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO  
ACCEPT FUNDS FROM THE UNITED STATES DEPARTMENT OF  
TREASURY FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS**

**WHEREAS**, the City of Fairbanks was notified by the United States Department of Treasury that the City of Fairbanks was awarded Coronavirus Local Fiscal Recovery Funds through the American Rescue Plan Act of 2021; and

**WHEREAS**, the City of Fairbanks has been awarded \$5,551,822.00 to support urgent COVID-19 response efforts, replace lost public sector revenue, support immediate economic stabilization, and address systemic public health and economic challenges.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor or his designee is authorized to execute any and all documents required for accepting funds on behalf of the City from the United States Department of Treasury for Coronavirus Local Fiscal Recovery Funds.

**PASSED and APPROVED this 24th Day of May 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: 4971

Abbreviated Title: CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AWARD

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ 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
CORONAVIRUS RECOVERY COSTS	\$2,775,911	\$2,775,911	\$0	\$5,551,822
<b>TOTAL</b>	<b>\$2,775,911</b>	<b>\$2,775,911</b>	<b>\$0</b>	<b>\$5,551,822</b>

FUNDING SOURCE:	2021	2022	2023	Total
GRANT FUND (FEDERAL)	\$2,775,911	\$2,775,911	\$0	\$5,551,822
<b>TOTAL</b>	<b>\$2,775,911</b>	<b>\$2,775,911</b>	<b>\$0</b>	<b>\$5,551,822</b>

The Coronavirus Local Fiscal Relief Funds will be used to support urgent COVID-19 response efforts, replace lost public sector revenue, support immediate economic stabilization, and address systemic public health and economic challenges.

Reviewed by Finance Department: Initial mb Date 5/19/2021

**ORDINANCE NO. 6169**

**AN ORDINANCE RATIFYING A COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE CITY OF FAIRBANKS AND THE PUBLIC SAFETY  
EMPLOYEES ASSOCIATION, FAIRBANKS POLICE COMMAND UNIT (FPCU)**

**WHEREAS**, the City and the PSEA entered into contract talks to create a new Union consisting of the Fairbanks Police Command Unit; and

**WHEREAS**, the negotiating teams for the City and PSEA have reached a tentative agreement for a Collective Bargaining Agreement (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 changes 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 between the City of Fairbanks and the Public Safety Employees Association Fairbanks Police Command Unit is hereby ratified.

**Section 2.** That once ratified by the PSEA FPCU membership, the collective bargaining agreement will be effective from January 1, 2021 through December 31, 2023.

---

**Jim Matherly, 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: 6169

Abbreviated Title: PSEA COMMAND UNIT CBA

Department(s): POLICE

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:**

EXPENDITURES:	2021	2022	2023	Total
SALARY AND BENEFITS DEPUTY CHIEF	\$185,379	\$185,379	\$185,379	\$556,137
SALARY AND BENEFITS CAPTAIN	\$179,207	\$0	\$0	\$179,207
SALARY AND BENEFITS LIEUTENANTS (4)	\$705,098	\$705,098	\$705,098	\$2,115,294
LESS CURRENT BUDGET & OT DECREASE	(\$907,662)	(\$914,697)	(\$918,730)	(\$2,741,089)
LESS COST FOR TWO POLICE OFFICER POSITIONS	(\$225,261)	\$0	\$0	(\$225,261)
<b>TOTAL</b>	<b>(\$63,239)</b>	<b>(\$24,220)</b>	<b>(\$28,253)</b>	<b>(\$115,712)</b>

FUNDING SOURCE:	2021	2022	2023	Total
GENERAL FUND SALARY SAVINGS	(\$63,239)	(\$24,220)	(\$28,253)	(\$115,712)
<b>TOTAL</b>	<b>(\$63,239)</b>	<b>(\$24,220)</b>	<b>(\$28,253)</b>	<b>(\$115,712)</b>

The CBA establishes exempt pay for Deputy Police Chief (\$135,000), Captain (\$130,000), Day Shift Lieutenant (\$125,000), Swing Shift Lieutenant (\$128,000), Investigations Lieutenant (\$128,000), and Midnight Shift Lieutenant (\$129,500). The Captain position is currently retained for one year and is funded by non-funding two police officer positions. **This fiscal note reflects the difference in current budgeted costs, reduction for overtime costs, reduction for education pay (\$3,000), reduction for cleaning allowance (\$780), non-funding two positions in 2021, and no CPI increase for 2022 and 2023.**

Reviewed by Finance Department: Initial mb Date 5/14/2021

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**THE CITY OF FAIRBANKS**  
**AND**  
**THE PUBLIC SAFETY EMPLOYEES ASSOCIATION**  
**FAIRBANKS POLICE COMMAND UNIT**  
**(FPCU)**

**Jan 2021 – 2024**

This agreement is reached between the City of Fairbanks (Employer or City) and the Public Safety Employee Association (the Association or PSEA) for the uses and purposes herein mentioned.



## **ARTICLE 1    POLICY AND PURPOSE**

### **Section 1.1    Policy**

It is the policy of the City and PSEA to continue harmonious and cooperative relationships between City Employees and the Employer to ensure orderly and uninterrupted operations of government.

### **Section 1.2    Welfare**

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 management, Employee organizations and each Employee to render honest, efficient, and economical service.

### **Section 1.3    The Purposes of this Agreement are:**

- 1.3.1        To promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to stabilize working conditions in the areas affected by this Agreement, to prevent avoidable delays and expense, and generally to encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.
- 1.3.2        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.
- 1.3.3        To promote fair and reasonable working conditions.
- 1.3.4        To promote individual efficiency and service to the citizens of the City.
- 1.3.5        To avoid interruption or interference with the efficient operation of City Government.
- 1.3.6        To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.
- 1.3.7        To pay salaries, benefits, and other compensation to the members in accord with the provisions of this Agreement, and not based upon personal favoritism or discrimination.

## **ARTICLE 2 DURATION**

### **Section 2.1 Effective Date**

This Agreement will become effective the first day of the pay period following mutual ratification by the City Council and the Membership of the PSEA/FPCU in accord with an election and will remain in effect until December 31, 2024.

### **Section 2.2 Commencement**

Either party desiring to commence negotiations for a successor CBA shall give written notice to the other at least 60 days, but not more than 120 days prior to the expiration date of this Agreement. Upon receipt of such notice, negotiations will begin within 15 days. Unless otherwise agreed, no modification or change will become effective prior to the expiration date without the mutual written consent of the parties.

### **Section 2.3 Termination**

In the event that the termination date on this Agreement occurs during the course of negotiations for a renewal of the Agreement, the terms and conditions of this Agreement will be extended until such time as a new agreement is reached.

### **Section 2.4 Binding**

This Agreement is binding upon the successors and assigns of the parties, and no provision, term, or obligation herein contained will be changed in any respect by any change in ownership, management, location, or bargaining unit.

## **ARTICLE 3 RECOGNITION**

### **Section 3.1 Recognition**

The City recognizes PSEA as the exclusive representative of all FPCU positions designated in this Agreement for part-time, permanent, seasonal, and temporary Employees in the City for collective bargaining with respect to salaries, and other terms and conditions of employment.

### **Section 3.2 Classifications**

#### **3.2.1 Alaska Labor Relations Agency**

Additional classifications or reclassification will be included within the Bargaining Unit or exempt there from on the basis of the Alaska Labor Relations Agency criteria.

#### **3.2.2 Irresolvable Differences**

Should irresolvable differences as to inclusion or exclusion of additional classifications or reclassification to the Bargaining Unit occur, either party may request that the jurisdiction be determined in accordance with Alaska Statutes.

## **ARTICLE 4    NEGOTIATIONS**

Not more than two Employee negotiators will be permitted to attend and participate in negotiations during their normal workday without loss of compensation. All negotiators will be assigned to day shift duty for periods of negotiations. The parties will meet at mutually agreeable times. Designated negotiators will be permitted to use duty time or administrative time to participate in preparation and actual negotiations (and caucuses on negotiation days) should scheduled negotiations occur on members' regular duty days. Nothing prohibits other members from attending negotiations using scheduled leave or off-duty time. Should designated negotiators become unavailable PSEA may substitute negotiators.

## **ARTICLE 5 CITY – ASSOCIATION RELATIONS**

### **Section 5.1 Objective**

Recognizing the mutual benefits derived from the process of democratic collective bargaining, the City will not discourage new employees from joining the Public Safety Employees Association, Fairbanks Police Command Unit (PSEA). Neither PSEA or the City will represent to any employee that union membership is a requirement of employment with the City.

### **Section 5.2 Employees of the City of Fairbanks**

The Association agrees that its members, who are employees of the City, will individually and collectively perform loyal and efficient service and that they will use their influence and best efforts to protect the property and interest of the City and to cooperate with the City to this end at all times.

#### **5.2.1 Work Stoppage**

The Association agrees that during the life of this Agreement, the Association, its agents or its members will not authorize, instigate, aid, engage in or condone any work stoppage or concerted slowdown, mass illness, refusal to work, or strike against the Employer.

#### **5.2.2 Lockout**

The City agrees that during the life of this Agreement, there will be no lockout.

#### **5.2.3 Duty to Perform**

The Association further agrees that its members shall, in each and every instance, cross the picket line of any other organization in order to perform assigned duties.

**Section 5.3 City, State, Federal Laws**

Any provision of this Agreement judicially found to be in violation of applicable City, State, or Federal law and subsequent amendments thereto shall be null and void, but all other provisions of this Agreement will remain in full force and effect. In the event any provision of this Agreement is declared unlawful, in a manner described above, the parties agree to meet within 15 days and for a reasonable period thereafter until final negotiations or appropriate substitute clauses have been satisfied agreed upon.

**Section 5.4 Absenteeism**

The Association agrees that it will actively combat absenteeism and other practices which may hamper the City's operation and that the Association will vigorously support the City in efforts to improve efficiency and the quality of law enforcement and further to promote good will between the City and the Bargaining Unit members.

## **ARTICLE 6    MANAGEMENT RIGHT**

The City under this Agreement has and will retain the right to represent and manage the City and the City's property and to direct its working forces, including the right to hire, to set staffing levels, to promote and demote, to reclassify, and to discipline or discharge any personnel in its employ for good and just cause in the interest of the City, provided it does not conflict with the provisions of this Agreement. Nothing in this Agreement is intended to, or is to be construed in any way, to interfere with the recognized prerogative of the City to manage and control its business.

## **ARTICLE 7 PSEA SECURITY**

### **Section 7.1 Agency Shop**

#### **7.1.1 Responsibility**

It is recognized that PSEA owes the same responsibilities to all Employees and is to provide benefits and services to all bargaining unit members whether or not they are members of PSEA. PSEA reserves the right to charge for representation of non-paying members for union representation in the course of an administrative proceeding with the employer including administrative investigations, grievances, and arbitrations.

#### **7.1.2 PSEA Information**

Persons hired in a Bargaining Unit position shall be informed, at the time of the employment offer, of their right to become a member of PSEA

### **Section 7.2 Check off and Payroll Deduction**

#### **7.2.1 Dues and Fees**

The City agrees to deduct on a regular basis from the payroll check of all Association members, the regular monthly dues, assessments and fees, and voluntary contributions of members of the Association.

#### **7.2.2 Communication between PSEA and City**

The Business Manager of PSEA shall notify the City Finance Department 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 PSEA deductions to the duly authorized representative of PSEA, together with a list of the names of the Employees from whose pay deductions are made. All changes in address of Employees will be transmitted to PSEA immediately.



### 7.2.3 **Payroll Deduction Privileges**

PSEA, or its designee, has a right to receipts from deductions of PSEA and PAC dues, initiation fees or agency fees, PSEA-sponsored insurance premiums, and PSEA-sponsored Employee benefits as previously authorized or as may be authorized by the Bargaining Unit Member. No other Employee organization shall be accorded payroll deduction privileges with regard to the Bargaining Unit.

### **Section 7.3 Payroll Deductions/Direct Deposit**

Employees will be accorded payroll deduction and direct payroll deposit privileges to the financial institution of the employee's choice on pay day, limited to two specified deductions and one deposit for the balance of the payment. With the exception of the first payroll check, permanent employees will receive their check through direct deposit.

### **Section 7.4 Meeting Space and Bulletin Boards**

7.4.1 When not previously reserved, appropriate meeting space in the buildings owned or leased by the City, will be available for meetings of PSEA.

7.4.2 The City shall furnish adequate bulletin boards for use by PSEA. The City shall not unreasonably restrict or interfere with material posted on these boards.

### **Section 7.5 List of Bargaining Unit Members**

Upon request the City agrees to furnish PSEA a roster of all Employees working under the jurisdiction of PSEA.

### **Section 7.6 Discrimination/Relations**

No member will be discriminated against or penalized for the upholding of the Association's principles due to service on a committee, nor will the City interfere in the relations between any member and the Association, nor will the City attempt to restrain any member from Association membership or activities.

## **Section 7.7 Association Obligation**

The Association assumes all obligations and responsibilities for this Bargaining Unit. The Association agrees that this Agreement is binding on each and every member of this Bargaining Unit and that its members, individually or collectively, accept full responsibility for carrying out all of the provisions of this Agreement.

## **Section 7.8 Representation**

The Association agrees to provide representation to all Bargaining Unit employees, whether or not they are members of the chapter as defined by State law.

## **Section 7.9 Sole Representative**

The City of Fairbanks recognizes PSEA as the sole representative of all designated positions listed in [Article 17](#) for collective bargaining with respect to salaries, and other terms and conditions of employment and will not negotiate or handle grievances with any employee, organization, or individual other than PSEA

## **Section 7.10 Employee Representative**

### **7.10.1 Employee Representatives**

The Unit representative(s) of the Fairbanks Police Command Unit of PSEA as well as one other employee, hereinafter called "Employee Representatives" will be designated by PSEA. They must be employees of the Fairbanks Police Department Command Staff and members of the Association. There may be occasions when workload will prevent the granting of such time until a later date. In the absence of compelling circumstances to the contrary, the employee will be made available. Normal protocol will be observed with their respective supervisors prior to engaging in their duties as an Employee Representative. It is agreed that the Employee Representative conducting the representative duties shall whenever possible, meet outside the presence of other employees. When it is mandatory to conduct grievances or other matters during day shift hours, the Employee Representative and affected grievant(s) may be re-assigned by the Department Head to the day shift duty time to handle these matters, provided that this does not interfere with Department operations.

7.10.2 **Employee Representative Compensation**

The Employee Representatives will not receive comp time while performing Employee Representative duties in excess of the work day, nor will an Employee Representative extend their work day in such a manner as to receive comp time because part of the work day was used to perform Employee Representative duties with approval of the Department Head. An Employee Representative will not be entitled to special privileges as a result of holding such office.

7.10.3 **Employee Representative Lay-off**

Notwithstanding any other provision of this Agreement, in the event of lay-offs, the Command Unit Representative will be the last person(s) within their classification to be laid off. Should it come to pass that the entire classification is eliminated by lay-off or reclassification, the Command Unit Representative has no greater seniority rights within a lower classification for which they are eligible to "bump down" into (if any exists) than is otherwise conferred by this Agreement.

**Section 7.11 PSEA Staff**

PSEA staff will be permitted to visit work areas at reasonable times consistent with workload and operational needs. Such representatives will be recognized by the City as having the final authority to speak for the Association in all matters covered by this Agreement.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

### **Section 8.1 Objective**

It is the desire of the City and the Association to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption of work schedules. Every reasonable effort will be made by both the City and the Association to resolve grievances at the earliest step possible. In the furtherance of this objective, the City and the Association have adopted the following procedure.

### **Section 8.2 Definition**

A grievance is defined as any dispute arising from the interpretation, application or alleged violation of a provision of this Agreement. However, any dispute involving the commencement date or termination of this Agreement will not be considered a grievance and may not be submitted to the grievance-arbitration procedure set forth herein, but instead any such questions concerning commencement or termination of this Agreement is specifically reserved for judicial review. Any written resolution of a grievance (at any level of the grievance procedure) will be binding upon both parties.

### **Section 8.3 Step One**

When an employee has a grievance, the employee (accompanied by an Association representative if the employee chooses) shall verbally discuss the matter with their immediate supervisor and attempt to resolve the problem. The grievance must be brought to the attention of the immediate supervisor within 20 business days of the employee having, through the exercise of reasonable diligence, knowledge of the grievance. If the grievance cannot be resolved through verbal discussion, the grievance will be formalized in writing, signed by the member, and presented to the immediate supervisor within five business days of the oral discussion. The grievance must state the article and section number of this Agreement allegedly violated and the manner in which the member believes that section has been violated. The immediate supervisor shall investigate the grievance and indicate in writing a response to the grievance within five business days following the day on which the written grievance was presented. The written grievance and the response of the immediate supervisor will then be delivered to the next level of supervision, with a copy to the grievant(s), and the Association for further handling at the next step of this procedure. The five business day time frame will apply for each level within this step and delivery of the grievance to the Department Head.

### **Section 8.4 Step Two**

Grievances not settled in the first step may be delivered to the Department Head or Chief of Staff who shall attempt to settle the grievance within 10 business days after the submission of the grievance. Within this time frame, the Department Head shall meet together with the grievant, PSEA Representative, and other witnesses as appropriate and attempt to resolve the issue(s). The Department Head shall mail or deliver a written decision to PSEA within this 10 business day time frame. If the written decision of the Department Head is not satisfactory to the grievant, the grievant has five business days to decide if they wish to appeal the grievance to the third step of this procedure.

## **Section 8.5 Step Three**

After receipt of a grievance, the Mayor has 10 business days to meet with all involved parties and to issue a written decision to PSEA. If the response states that the nature of the grievance and/or the portion of this Agreement allegedly violated is not stated or cannot be determined from the documentation submitted, the party submitting the grievance may, within five business days, amend or augment the documentation submitted. If amended or augmented, the Mayor or the Association, has five additional business days to submit a final written response. If the decision of the Mayor is unsatisfactory to the grievant, PSEA may, within 10 business days of the delivery of the decision, demand that the matter be submitted to binding arbitration.

## **Section 8.6 Arbitration**

### **8.6.1 Arbitration Notice**

The arbitration notice will include the nature of the matter to be arbitrated and the Agreement provision(s) allegedly violated. When the demand to submit a grievance to binding arbitration is made, PSEA and the City shall meet at a date and time mutually agreeable within 10 business days to select an arbitrator. Upon the failure of the parties to agree upon an arbitrator, both parties agree to request the Federal Mediation and Conciliation Service to submit a list of nine names of persons, with prior service as a neutral arbitrator involving the interpretation of Collective Bargaining Agreements, who are available for service within six months of request. Within five business days of receipt of the list, the City and Association representatives shall alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by lot.

### **8.6.2 Findings**

Arbitration of the grievance will commence as soon as agreeable. The Arbitrator shall make a written report of their findings to PSEA and the City within 20 business days of the conclusion of the hearing or 20 business days following submission of any post-hearing briefs. The Arbitrator will be governed by Labor Arbitration Rules of the American Arbitration Association (AAA) as amended and in effect at the time the grievance is filed. The decision of the Arbitrator is final and binding on both parties to this Agreement and enforceable under the provisions of AS 09.43.300 – 595, as may be amended.

### 8.6.3 **Arbitrator**

The authority of the Arbitrator is limited to the application and interpretation of this Agreement. The arbitrator shall consider and decide only the specific issue or issues submitted in writing and has no authority to decide other issues. The arbitrator has no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The final decision of the Arbitrator must be implemented as soon as possible, but not later than 30 days after the final decision is rendered.

### **Section 8.7 Single and Multiple Grievances**

Each grievance or dispute will be submitted to a separately convened arbitration proceeding, except where the City and PSEA mutually agree to have more than one grievance or dispute submitted to the same arbitrator. Multiple grievances relating to a single issue will be consolidated into one proceeding heard by a single arbitrator. Any dispute as to consolidation will be resolved by written motion without testimony by the first arbitrator chosen to resolve a series of grievances where consolidation is sought.

### **Section 8.8 Expense**

The City and PSEA shall bear the expense of their respective representatives and witnesses. The other expenses involved in such arbitration proceeding will be paid by the non-prevailing party, as determined by the Arbitrator.

### **Section 8.9 Witness**

Any member called as a witness by either side will continue to receive their regular salary.

### **Section 8.10 Decision Time Frame**

Except for appeals of disciplinary actions in accordance with Article 8, when any matter in dispute has been referred to the Grievance Procedure set forth above, the conditions and provisions prevailing prior to the time the dispute arose will not be changed until the decision is rendered. If the Arbitrator so rules, the decision will be made retroactive to the time the dispute began.

### **Section 8.11 Grievance Submission Level**

In the event either party, after notice, fails to answer a grievance within the time required at any step of the Grievance Procedure, or either party fails to appeal the answer given to the next step of the Grievance Procedure within the time allowed, the grievance will be considered settled against the side which has defaulted. However, any of the time limits or required steps of the grievance arbitration procedure may be extended or waived by written mutual agreement of PSEA and the City. Before either party claims a default, it will give a courtesy call to the other party. Grievances settled by default will not be the basis of establishing the precedent for the settlement of any other grievance.

### **Section 8.12 Originating Step**

Any grievance that originates from a level above [Step One](#) of the Grievance Procedure will be submitted directly to the step or level from which it originates.

### **Section 8.13 PSEA or Class Action Grievance**

Grievances filed by PSEA on behalf of itself or as a class action, and grievances filed by the City, will be filed at [Step Three](#).



## **ARTICLE 9 EMPLOYEE BENEFITS AND RIGHTS**

### **Section 9.1 Retirement**

The City and all employees covered under this Agreement will participate in the Public Employee's Retirement System of Alaska administered by the Public Employee's Retirement Board of the State of Alaska, and any other mutually agreeable plan or plans.

### **Section 9.2 Health Benefits**

#### **9.2.1 Health Insurance**

Health Insurance for Fairbanks Police Command Unit bargaining unit members is provided by the ASEA Health Benefits Trust. For the life of this Agreement, unless otherwise agreed in writing between PSEA and the City of Fairbanks, both parties' rights, obligations, and contributions towards the Health Trust will be those then presently applicable to General Government Bargaining Unit members represented by Alaska State Employees Association/ AFSCME Local 52.

#### **9.2.2 IRS 125 Plan**

The City agrees to make available and maintain a pre-tax IRS section 125 plan account at the election of each employee as allowed under federal law.

### **Section 9.3 Deferred Compensation**

Employees covered by this Agreement will continue to be eligible to participate in the City's deferred compensation program.

### **Section 9.4 Injured Employee Rights & Responsibilities (Non-work-related injury)**

#### **9.4.1 Temporary Incapacity**

When a member becomes injured and temporarily cannot perform their normal duties and has an evaluation from an appropriate medical professional indicating light duty would be appropriate, the City will endeavor to assign the member to a light duty assignment.

#### 9.4.2 **Permanent Incapacity**

If a member is determined by an appropriate medical professional to be permanently unable to perform their normal job functions, the Association and the City agree that:

- 9.4.2.1 The member employee may be terminated subject to grievance/arbitration procedures.
- 9.4.2.2 For a period of 12 months following the finding of permanent incapacity, if a position exists within the PSEA Unit that the permanently incapacitated member qualifies for and can perform, they will be given preference in the hiring process for that position. It will be the responsibility of the member to monitor potential job openings and apply.

#### 9.4.3 **Workers' Compensation Laws**

Nothing in this section abrogates any provision of Workers' Compensation law or rules or any requirements of state or federal law.

### **Section 9.5 Work Related Injuries**

#### 9.5.1 **Injury or Disability**

Members who suffer an injury or disability which is covered under the provisions of state Workers' Compensation are entitled to the protections and provisions of those laws, as such apply at the time of the injury/disability. In the event that a competent medical authority deems that an employee will never be able to perform their regular assigned tasks, they will be separated on the same basis as a lay-off due to a reduction in force, subject to recall to a position which is within their ability to perform without job modification, and at the appropriate pay rate generally accorded the new position.

### 9.5.2 **Paid Administrative Leave**

A paid administrative leave of absence for up to 12 consecutive months from the date of the discovery of an initial injury/illness will be provided for a member who has suffered an illness or injury in the line of duty that would normally qualify them for Workers' Compensation. Should it be determined the member is not eligible to return to full duty and applies for retirement, and retirement is granted prior to the 12 month expiration of administrative leave, the department's obligation under this provision is nullified. It is the intent of this provision that a member would be fully compensated for that period of time covered by administrative leave. Members will retain their Worker's Compensation check and notify Payroll of any change in status or compensation. When the member returns to duty, to insure the member's PERS contributions are made whole, the member will complete the PERS Workers Compensation and LWOP Claim and Verification form and submit to the PERS Administrator. When the PERS Administrator determines the member's indebtedness the member will submit a copy of the memo from the PERS Administrator with the indebtedness amount to Payroll. Payroll will work with the member to set up a payroll deduction for repayment or lump sum payment. In the event a lump sum payment is issued, it is incumbent upon the member to pay the PERS indebtedness amount directly to the PERS Administrator.

In extraordinary circumstances, the parties may agree to modify the provisions of this section. This provision does not apply to probationary recruit employees in training at the academy. These employees, however, are subject to eligibility of the Alaska Workers' Compensation Act.

### 9.5.3 **Light Duty**

When, due to a work-related injury, a member becomes injured and cannot perform their normal duties and has an evaluation by an appropriate medical professional indicating the employee may perform light duty, the City will endeavor to assign the member to light duty in regular pay status.

### 9.5.4 **Federal and State Law**

Nothing in this section abrogates any provision of Workers' Compensation law and rules or any provision of federal law regarding employment of the disabled, to include the Americans with Disabilities Act.

## **Section 9.6 Physical Examination**

Each member will be provided the opportunity to have a biennial physical examination, beginning during their second year of employment, by an appropriate medical professional. The City will pay all costs of this examination, without the consideration of the member's health insurance. The City will not receive or maintain any report of the employee's examination, other than to be notified if the member is not fit for duty. The City reserves the right to require physical examinations as a screening tool for physical fitness testing. Results of this examination will be limited to whether the employee can participate in testing or any testing limitations.

## **Section 9.7 "For Cause" Examination**

When, in the opinion of the City, there arises a documented incident or incidents which raise specific questions as to the physical, mental, or psychological ability of an employee to perform their normal work assignments, an examination, including all relevant controlled substance test procedures, by an appropriate medical professional may be ordered by the City.

If the examination demonstrates, in the opinion of the appropriate medical professional conducting the examination, that the employee is physically, mentally, or psychologically incapable of performing their normal work assignments, the employee will be allowed to seek a second opinion from an appropriate medical professional of their choice. If the results of these two examinations are not in agreement, then a third opinion will be solicited from an appropriate medical professional mutually agreeable to the City and employee. The results of the third examination is final and binding. The City shall pay for all examinations and connected expenses involved with this section. In the event the physical, mental, or psychological condition of any employee prevents them from adequately performing their normal work assignments, the City may place them in a classification they can perform within the Department. Should no classification be vacant, the employee will be laid off or terminated subject to any applicable procedures within this Agreement regarding lay-offs and seniority.

**Section 9.8 Indemnification**

**9.8.1 Cause**

In the event any claim or claims are made by a person or persons against any employee for actions done while in the scope of employment covered by the terms of this Agreement, the claim will be defended by the City and any liability which is incurred by an employee covered by this Agreement as a result of the claim or claims will be paid by the City. Any claim or claims or liability resulting therefrom, will not be paid by the City if the claim or claims are based upon acts or omissions of any employee resulting from recklessness, gross negligence, or intentional misconduct.

**9.8.2 Settlement**

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

**9.8.3 City Ordinance**

This section will be read in conjunction with the terms of any City ordinance providing for indemnification of City employees, and the protection of both this section and the ordinance will apply, provided that in the event of any conflict, the provisions providing the maximum protection to the employee will prevail.

**Section 9.9 Training**

The City will endeavor to provide commissioned officers with training or the functional equivalent, excluding firearms qualifications and state or federally mandated training, such as Haz-mat and Blood Borne Pathogen training, that are not discretionary and will be provided.

## **Section 9.10 Parking**

The City will make every effort to provide adequate parking facilities and electrical connections for head bolt heaters for employees' personal vehicles at existing installations. Parking and electrical connections for head bolt heaters will be provided at no charge to employees at any newly constructed facility. The City shall make every effort to provide adequate parking facilities and electrical connections for head bolt heaters at any facility leased hereafter.

## **Section 9.11 Conduct Based Investigation**

The City and the Association agree that it is imperative that all investigations of claims of member misconduct are conducted by the City in a manner which upholds the highest standards of the Department, preserves the faith of the public in the integrity of the department and its members, and also protects and safeguards the rights of the members. Members and PSEA (office@psea.net) will be notified within 5 regularly scheduled working days of the member when an investigation is initiated by the city, the member and PSEA will receive a copy of complaint and any violations indicated. Investigations will be concluded by the city within 45 working days from the claim of misconduct. In order to ensure that any such investigations are conducted in a manner that is conducive to good order and discipline, the parties agree to the following provisions:

9.11.1 **Investigation of conduct subject to criminal action only:**

- 9.11.1.1 If a member is under investigation by the City, whether instituted by the City or as a result of a complaint being filed against the member, and the member is interviewed by the City agents for conduct that may subject the member to criminal prosecution, the member must be given the same "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects.
- 9.11.1.2 A member's position with the Department does not afford them any greater or lesser rights than are enjoyed by other citizens of this City and State when subject to criminal investigations or proceedings.
- 9.11.1.3 Any such investigation and interview/interrogation will be conducted in accordance with existing criminal law and procedures then currently in effect in this State.

9.11.2 **Investigation of conduct subject to both criminal and administrative actions:**

- 9.11.2.1 If a member is under investigation, instituted by the Department or as a result of a complaint being filed against the member for alleged conduct that may result in both administrative actions (disciplinary or punitive) and criminal prosecution, the City may not "merge" the criminal and administrative investigations, but shall instead conduct separate and distinct investigations, each conducted by a different person. Information gained in the Criminal Investigation may be used as a foundation for the Administrative Investigation. Prior to a criminal interview/interrogation, the member must be advised of the "Rights Warning" that is then currently in use by police officers of the City when conducting interviews of criminal suspects. The member will also be informed when it is contemplated that the matter may be referred to a criminal prosecutor for review.

- 9.11.2.2 In the course of the administrative investigation of the allegation(s), a member refusing to respond to questions or submit to interview/interrogation shall be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their dismissal from the Department. Compelled statements so given in an administrative investigation will not be used against the member in any criminal prosecution, nor will the City provide any form of such statements to any other person or agency unless so ordered by a court of competent jurisdiction. In the event of demand for production of the contents of such statements, the City will notify the member of the demand and will assert the privilege on behalf of the member.
- 9.11.2.3 All compelled statements given in the course of an administrative investigation may be used against the member in relation to any subsequent departmental administrative charges which may result in disciplinary or punitive actions against the member.
- 9.11.2.4 If the member so requests, any interview/interrogation will be suspended for a reasonable period of time to allow the Association representative or counsel to attend. The representative may not be a person subject to the same or related investigation.
- 9.11.2.5 Any interview will be held at a mutually agreeable location provided by the City.
- 9.11.2.6 The interview will be recorded and a transcript and copy of the recording will be provided to PSEA.

9.11.3 **Investigation of conduct subject to disciplinary or punitive action only:**

- 9.11.3.1 If a member is under administrative (noncriminal) investigation instituted by the Department or as a result of a complaint being filed against the member for conduct that may subject the member to administrative disciplinary or punitive action only, the investigation will be conducted in accordance with the safeguards listed below.



- 9.11.3.2 When available, the member and PSEA will be notified of the investigation in a timely fashion not to exceed one week (5 regularly scheduled working days) from the time that the complaint is discovered by the Department Head, except for investigations of "on-going" type of conduct.
- 9.11.3.3 The member shall be informed of their rights as specified in this section as well as the name and authority of the officer in charge of the investigation. The member shall also be informed of the name of all persons who will be present during the interview/interrogation and questions may be asked by no more than two interviewers at any meeting.
- 9.11.3.4 Before an interrogation/interview is commenced, the member and PSEA must be informed of the nature of the investigation and provided a list of all known allegations. A written copy will be provided to the member and PSEA. Except for anonymous complaints, the member must be informed of the name(s) of all complainants.
- 9.11.3.5 The member may not be subjected to offensive language or threatened with punitive actions, except that a member refusing to respond to questions or submit to interview-interrogation will be informed that failure to answer questions which are specifically directed and narrowly related to the performance of their official duties, including cooperation with other agencies involved in criminal investigations, may subject the member to disciplinary charges, including insubordination, which may result in their dismissal from the Department.
- 9.11.3.6 The member is entitled to have present at an interview two Association representatives, or counsel selected by PSEA and a PSEA representative. The Association representatives may question the member as well as offer rebuttal as necessary. The representatives may not be a person subject to the same or related investigation.
- 9.11.3.7 If, prior to or during the interview of a member, it is deemed that they will be charged with a criminal offense, the member will be immediately informed of the "Rights Warning" that is then currently in use by police officers of this City when conducting custodial criminal interviews of suspects and a separate criminal investigation will be initiated in accord with Section 9.11.

- 9.11.3.8 In the event that the City chooses to proceed criminally against the member for a violation of the law and the member so requests, the interview will be suspended for a reasonable period of time to allow the Association representatives and/or counsel to attend. The representatives may not be a person subject to the same or related investigation.
- 9.11.3.9 The member, PSEA representatives, and/or the City may record the interview after advising that a recording will be made and each may have access to other's recording, if any are made.
- 9.11.3.10 The member is entitled to a copy of the completed investigative report, including any related existing transcripts of interviews, prior to the imposition of disciplinary or punitive action against the member. The report will be given to member and PSEA five working days prior to Employee Conference.

9.11.4 **General Administrative Investigations Guidelines:**

- 9.11.4.1 All administrative investigations conducted by the Department involving allegations against its members will adhere to these general guidelines.
- 9.11.4.2 All administrative investigations and their outcomes will be treated as personnel matters and will be confidential.
- 9.11.4.3 Investigation of conduct will be conducted in a timely manner without unnecessary delay. Investigations will be completed within 45 working days of notice to member of the investigation
- 9.11.4.4 Nothing in this Agreement abridges the right of a supervisor at any level to counsel with, advise, or admonish a member under their command in private.
- 9.11.4.5 No promise of reward may be made as an inducement to answering any question.
- 9.11.4.6 Any interview should be conducted at a reasonable hour.
- 9.11.4.7 The interview may only be voice recorded. Video recording will only be used upon prior "case by case" written approval of the Department Head. A transcript and copy of the interview must be provided to PSEA by the City.

- 9.11.4.8 The interview will be held at a location provided by the City that is mutually agreeable to both PSEA and the City.
- 9.11.4.9 No PSEA elected official may be compelled to testify about any knowledge that they have gained as a result of their office.
- 9.11.4.10 The interview must allow the member to attend to bodily functions as necessary.
- 9.11.4.11 Reserved.
- 9.11.4.12 The Association is entitled to a copy of the completed investigation report including any related existing transcripts of interviews five working days prior to the impositions of disciplinary or punitive action against the member. Materials will be provided to PSEA within 5 days upon completion of any investigation and may be provided electronically to office@psea.net.
- 9.11.4.13 All administrative investigations will include one of the following dispositions for each allegation:
  - 9.11.4.13.1 **Substantiated (or “Sustained”)**  
Means that the act of misconduct or violation complained of occurred. The standard of proof is a preponderance of the evidence.
  - 9.11.4.13.2 **Unsubstantiated (or “Not Sustained”)**  
Means that there was insufficient evidence to prove or disprove the allegation.
  - 9.11.4.13.3 **Exonerated**  
Means that the act alleged did occur, but the member's actions were lawful and proper.
  - 9.11.4.13.4 **Unfounded**  
Means that the act alleged did not occur.
  - 9.11.4.13.5 **Other Misconduct Noted**  
Means the investigation revealed an act of misconduct or violation not alleged in the complaint.

**Section 9.12 Reserved**

**Section 9.13 Reserved**

**Section 9.14 Use of Polygraph Devices**

No member may be compelled to submit to a Polygraph examination against his/her will. The exercise of this right may not in any way be used against the member in any disciplinary action nor will testimony or evidence of the refusal be admissible at a subsequent hearing, trial, or other proceeding. This does not preclude the use of a Polygraph examination where the member and the Department mutually agree to its use, nor does it mandate that a member has a right to demand a Polygraph examination.

**Section 9.15 Financial Disclosure**

No member may be required to disclose personal information, including but not limited to property possessed, sources and amounts of income, debts, and personal or domestic expenditures (including those of any member of their family or immediate household), unless any of the following conditions exist:

- 9.15.1 Such information is obtained under proper legal procedure; or
- 9.15.2 Probable cause to suspect a conflict of interest with respect to the performance of their official duties; or
- 9.15.3 It is necessary for the Department to ascertain the desirability of assigning the member to a specialized unit assignment in which there is a strong possibility that bribes or other inducements may be offered.

## **Section 9.16 Searches**

No member may be subject to unreasonable search and seizure. Members enjoy the right to privacy in their individual work areas, lockers, electronic devices maintained by the employee for work purposes, or other space provided by the Department except that searches of these areas may be conducted: in the member's presence; with the member's consent; with a valid search warrant; when the member has been notified in advance (at least 24 hours) that a search will be conducted; or if required by law or regulation. This provision does not prevent the Department from conducting routine inspections of work areas, break areas, locker rooms, vehicles, and other Department owned or leased facilities and equipment, for cleanliness, neatness, serviceability, compliance with directives, and other needs of the Department for the welfare of its members and successful completion of its mission. Nothing in this section prevents the Department from retrieving equipment, reports, or other items needed for the continuance of operation from a member's locker or other secured space when the member is not available.

## **Section 9.17 Political Activities**

### **9.17.1 In Uniform**

All members are prohibited from engaging in political activities at any time while in uniform.

### **9.17.2 On Duty**

All members are prohibited from engaging in political activity while on duty.

### **9.17.3 Solicitation**

All employees are prohibited from soliciting political contributions from fellow employees or those on eligibility list(s), other than in connection with ballot measures affecting their salaries, and working conditions, except that they may make appeals for any kind of political contributions to the public generally, even though this may include fellow employees.

## **Section 9.18 Political Pressure**

In accordance with Section 4.4 of the City Charter, except for the purpose of inquiry, the Council and its members may deal with the administrative service solely through the Mayor, and neither the Council nor any of its members may give orders to any subordinates of the Mayor. No Employee may be subjected to any disciplinary action by the City Council or its members.

## ARTICLE 10 FAIRBANKS POLICE DEPARTMENT (FPD) WORK RULES

### Section 10.1 General Rules

#### 10.1.1 Work Week

The work week in this Agreement will consist of a 40 hours minimum in pay status from the start of the employee's regularly scheduled duty day unless an agreed alternative schedule is in place.

#### 10.1.2 Reserved

#### 10.1.3 Special Assignment Schedules

Members volunteering for special assignments may be assigned a work week by the City consistent with the mission of that specific assignment.

#### 10.1.4 Shift Swaps

Shift swaps, to be used as a judicious management tool, are allowed under this Agreement if approved by the Department Head.

#### 10.1.5 Reserved

#### 10.1.6 Reserved

#### 10.1.7 Shift Bidding

Shift preference will be used to bid each shift as provided in this section and subsections. Shift preference will be bid by classification seniority by assignment within the department. In the event a member would be forced into a situation where they were required to work the same tour beyond two tour rotations, that member may be bumped up in seniority for that one tour bid. No member will remain on the same shift more than four consecutive rotations. There will be triannual shift rotations.

##### 10.1.7.1 Supervision by a Family Member

Employees may not bid a shift which would require them to be evaluated or evaluate a spouse, parent, domestic partner,

child, sibling, or any member of that employee's household. However, the Department Head has the ability to require either to move to a different shift. This language will remain in effect until new city policy takes president.



10.1.7.2 Shift Bid Posting Requirements

The shift bid will be posted no later than six months prior to the commencement of the applicable tour of duty. Leave will not be denied should the department be unable to meet this deadline.

10.1.8 **Hardship Request**

Upon application of a member to the Department Head, a member may be reassigned to any shift/assignment due to personal hardship or other approved reason.

10.1.9 **Personnel Assignments**

10.1.9.1 Disciplinary Reassignment

Members who are demoted or reassigned as the result of a disciplinary action will be reassigned a shift until the next regularly scheduled preference bid.

10.1.9.2 Temporary Assignments

Temporary assignments, except for training duties or operational necessity, may not exceed three years.

10.1.9.2.1 Voluntary Vacancy of Temporary Assignment

Members voluntarily electing to leave a temporary assignment early will be assigned a shift until the next regularly scheduled preference bid.

10.1.9.2.2 Involuntary Vacancy of Temporary Assignment

A member leaving such a position other than for the reasons stated above (i.e., non-disciplinary forced transfer) will be allowed to bid for a rotation which is more than 30 days from its start date.

10.1.9.3 **Reserved.**

10.1.9.4 Newly Promoted Assignments

Newly promoted employees will be assigned a shift until the

next regularly scheduled Shift Preference Bid.

10.1.9.5 Plan for Individual Improvement Scheduling

Employees placed on a "Plan for Individual Improvement" will be assigned a duty schedule by the City. Upon successful completion of the Plan, the employee's right to bid shift preference will be restored at the next shift bidding.

**Section 10.2 Pay for Working in a Higher Classification. Temporarily Working Out of Class and Acting Appointments, Deputy Chief, Captain, Lieutenant**

Members will not be required to work outside their classification for a consecutive period beyond three months in a calendar year unless otherwise agreed between the City and the Association.

## **Section 10.3 Court Attendance**

### **10.3.1 On-Duty Attendance**

Members required to appear for court as a result of actions performed in the line of duty will suffer no loss in regular earnings. Any witness fees must be turned over to the City.

### **10.3.2 Off-Duty Attendance**

The appearance requirement of the off-duty employee will be limited to what is necessary to appear and attend at court.

### **10.3.3 Jury Duty**

Any member who is required to serve on jury duty during a normally scheduled work day will be reassigned to dayshift for that day. Any payment for jury service will be signed over to the City and the member will receive their regular earnings.

## **Section 10.4 Filling of Vacancies**

### **10.4.1 Pay Increments**

Comp time is measured in one-half hour increments. Comp time is accumulated hour for hour.

### **10.4.2 First Day of the Week**

For purposes of this section, the employee's first duty day establishes the first day of the week.

### **10.4.3 Short Notice Vacancies**

For purposes of this section, "short notice" means less than 11 hours notice from time of notification until the start time of the shift needing to be filled.

#### **10.4.3.1 Filling Vacancy with On-Duty Staff**

When members are needed to meet personnel requirements on

short notice, the vacancy will first be offered on a seniority basis to on-duty members in the needed classification, and then to members in the needed classification who are scheduled to work the next shift. If neither of these classification members volunteer by seniority, the Department may require that the on-duty member with least seniority in the needed classification remain on duty until other personnel can be located and report for duty.

#### 10.4.3.2 **Filling Vacancy with Off-Duty Staff**

The member called on short notice to work the vacancy from off duty status will be awarded comp time for actual time worked.

#### 10.4.3.3 **Vacancies**

The filling of Vacancies will be determined by posting a volunteer list. The vacancy will be filled based upon departmental needs, giving preference to classification seniority within the needed classifications.

##### 10.4.3.3.1 Order of Supervising Staffing: Lieutenants Sergeants

#### 10.4.4 **Special Mission Vacancy**

The Department may assign Officers for specific missions of limited duration based upon the qualifications of the member and/or the specific needs of the assignment; i.e., polygraph, prior drug training, prostitution cases, DRE, etc.

#### 10.4.5 **Other Vacancies**

All other Vacancies will be bid out based upon departmental seniority.

10.4.6 **No Volunteers / Forced Comp time**

In the event no volunteers are obtained in the above processes, then comp time will be assigned in order of inverse order of seniority. However, absent an emergency or life-threatening situation and to avoid employee "burnout," no member will routinely work more than 14 consecutive hours. In such instances, the next least senior member may be assigned to work.

10.4.6.1.1 **Reserved.**

10.4.6.1.2 **Reserved**

10.4.7 **Forced Comp Time Alternate Time Bucket Method**

For long notice vacancy where no volunteers are obtained, the Telestaff "buckets" feature may be used to determine the appropriate employee to force for the vacancy. If either party desires to change the type of time, or time period used to calculate the time bucket, a change can be made by agreement.

10.4.7.1 **Qualifying Time for Buckets**

For purposes of this Agreement, comp time will be tallied in the employee's time bucket. A change can be made by mutual agreement.

10.4.7.2 **Time Period for Buckets**

For purposes of this Agreement the time bucket will be reset to zero at the beginning of each rotation. A change can be made by mutual agreement.

10.4.7.3 **System Outage**

In the event Telestaff is unavailable for bidding auctions or forced fill through the time bucket feature, all bidding will revert to a manual paper process. Vacancies will be awarded by seniority or forced by order of inverse seniority and applicable working rules.

10.4.8 **Flex Schedule**

Nothing in this agreement bars the City and the Association from agreeing upon a "flex" schedule.

**Section 10.5 Reserved**

**Section 10.6 Compensatory Time Off**

10.6.1 **Compensatory Time (Comp Time)**

The Command Unit members are exempt employees, therefore any overtime work will only be compensated with comp time. Members will have a 240 hour cap on their comp time bank. Everything over 240 hours will be removed, without compensation, each pay period.

**Section 10.7 Training Requirement**

Any person hired to perform the duties of any position covered by this Agreement will successfully complete training and be capable of performing all duties of the position prior to working in solo capacity. Solo capacity means working independently without direct supervision as determined by the Department Head. Deputy Chief, Captian, and Lieutentants will have initial and annual training for supervisors from a nationally certified training center. Initial mutually agreed upon training will be completed within one year of promotion

**Section 10.8 Police Administration**

**10.8.1 Deputy Chief**

The Department Head shall promote a Deputy Chief from the ranks of Captain or Lieutenant in accordance with CBA. Selection and term of service is based on criteria established by the Department Head and this CBA. The Deputy Chief remains in the Bargaining Unit. The Deputy Chief will be supervised by the Department Head and will perform the duties assigned them by the Department Head.

**10.8.2 Captain (Approved by Council for 2021 Only)**

The Department Head shall promote a Captain from the ranks of Lieutenant in accordance with CBA. Selection and term of service is based on criteria established by the Department Head and this CBA. The Captain remains in the Bargaining Unit. The Captain will be supervised by the Department Head and will perform the duties assigned them by the Department Head.

**10.8.3 Lieutenant Assignments**

Lieutenants assigned to positions other than Shifts (such as Investigations and Special Operations) will serve a minimum two year assignment. If mutually agreed upon by the City and the incumbent, the assignment may be extended up to a maximum of five years. Except for just cause, Lieutenants in these assignments may not be removed prior to completion of a two year assignment.

10.8.4 No person outside the PSEA bargaining units can be placed in an acting status in the capacity of the Deputy Chief, Captain, or Lieutenant.

**Section 10.9 Schedules**

**10.9.1 Blended Schedule**

Management reserves the right to implement a blended schedule within the units.

**10.9.2 Forty Hour Work Week**

10.9.2.1 Five Days, Eight Hour Shifts

10.9.2.2 Four days, 10-Hour Shifts

## **ARTICLE 11 HOLIDAYS**

### **Section 11.1 Holidays**

The following days are holidays with no deductions in pay:

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

And such other days as the City Council may fix as holidays for all City employees. Should any other City employees be awarded any holidays in addition to the above, such additional holidays will be holidays for the members of this Bargaining Unit as well. In addition, each member will receive two paid personal days of leave each year, to be scheduled at the mutual consent of the parties. A personal holiday does not carry over to successive years, has no monetary value, and if not taken each year, is lost.

### **Section 11.2 Weekend Holidays**

A designated holiday will normally be observed on the calendar day on which it falls, except that members 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 members designated in advance by the appropriate supervisor will be required to work on a designated holiday.

### **Section 11.3 Reserved**



## **ARTICLE 12 LEAVE**

### **Section 12.1 Personal Leave**

#### **12.1.1 Personal Leave Accumulation**

Personal Leave is accumulated at the rate shown below. Employment for eight or more days will be considered employment for a full pay period for the purpose of computing personal leave.

One - Two Years:	160 hours per calendar year
Three – Five Years:	200 hours per calendar year
Over Five Years:	240 hours per calendar year

#### **12.1.2 Limit of Leave Accumulation**

The maximum leave bank accumulation for an employee is 600 hours. At the end of a calendar year any employee that has over 600 hours will have their unscheduled leave in excess of 600 hours cashed out on their final paycheck of the calendar year.

Effective 31 Dec 2021, any employee who has over 600 hours of accumulated leave may use the Grandfather clause for one time only.

Grandfather Clause: Employees who exceed the 600 hours of accumulated leave have five years to draw down their leave. If this clause is used, then 31 Dec 2026 will be the date that all leave in excess of 600 hours will be cashed out on their final paycheck of the calendar year.

### **Section 12.2 Leave Requests**

Scheduled personal leave may be taken at any time mutually agreeable to the Department Head, or designee, and the employee. When Personal Leave is used for illness the employee must notify the supervisor not later than one hour prior to the employee's scheduled reporting time. Such use of Personal Leave may not be denied. The parties agree to work together to prevent the misuse of Personal Leave as sick leave.

12.2.1 **Leave Denied, Cancelled, or Terminated**

An employee's scheduled leave may be denied, cancelled, or terminated by the Department Head when the leave is not consistent with operational requirements. In case of such denial, the leave will accrue until taken.

12.2.2 **Leave Usage**

Only earned leave may be requested or taken. Employees may not take scheduled Personal leave until the completion of field training. On a case by case basis the Department Head may approve leave outside of this section.

12.2.3 **Probationary Period Leave**

Employees serving a probationary period on their original appointment who leave City service without satisfactorily completing their probationary period will not be entitled or compensated for any accrued leave.

**Section 12.3 Termination**

Upon termination of any employee covered by this Agreement, accrued Personal Leave will be cashed out.

**Section 12.4 Draw down of Personal Leave**

Employees may elect to "cash out" leave hours provided that members may not "cash out" below 80 hours. The "cashed out" hours may be directed to be deposited into the employee's Deferred Compensation account. Cash outs are not considered compensable hours for pension benefit payments, which will not be included in the cash out payment.

**Section 12.5 Exceptions Regarding Leave Cash-Outs**

12.5.1 **Leave Cash-out for Deferred Compensation**

Employees electing to use their leave bank cash out for Deferred Compensation catch up are exempt from the hour limit on Personal Leave draw down.

12.5.2 **Leave Cash-out for Hardship**

In the event of a financial, medical, or personal hardship affecting the Employee or their spouse and/or dependents, or other special circumstances as approved by the Mayor, the Employee will, upon request to the Employer, receive payment for all accrued Personal Leave. If a dispute arises as to what constitutes a hardship, a Labor-Management Committee with two representatives from each party will convene. If the Committee's decision results in a tie, the Mayor will decide the issue. The Employee will receive payment within seven business days of the request for payment.

12.5.3 **Leave Cash-out Change in Job Status**

A laid off or reclassified Employee who has bumped or moved into a lower paying job classification will be credited with Personal Leave at the value it accrued on the day prior to reclassification.

**Section 12.6 Leave Without Pay**

12.6.1 **Authority**

At the request of the employee, the Mayor may grant an employee leave without pay when it is in the best interest of the City to do so.

### 12.6.2 **Leave Without Pay Request**

An employee's request may be considered when the employee has shown by their record to be of above average value to the City and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave of absence, at the discretion of the Department Head and with the prior written approval of the Mayor, the employee's position may be filled by limited-term appointment, temporary promotion, or temporary reassignment of any employee. At the expiration of the leave without pay period, the employee has the right to, and will be reinstated to, the position vacated, if the position still exists or, if not, to any other vacant position in the same class. Approved leave without pay will not constitute a break in service, but any period in excess of ten days in any calendar year may not be creditable for vesting or retirement under PERS. Longevity credits for purposes of completing probation, pay anniversary date, and accumulation of leave benefits will be suspended during the period of leave without pay. City medical benefits will continue during any period of leave without pay.

### 12.6.3 **Requested Reduction in Hours**

At the request of the employee, the Mayor may grant an employee a voluntary reduction in hours if and when the Mayor determines it is in the best interest of the City to do so.

## **Section 12.7 Military Leave**

An 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 20 working days per calendar year. Such military leave will be at the basic rate if all military pay, not to include reimbursements for lodging, food, etc., the Employee receives for the duties performed on such leave is paid to the City. The Mayor may grant additional periods of military leave in the event of hardship due to an extended involuntary employee call up in conformity with federal and state law.

## **Section 12.8 Family Medical Leave Act**

The City will comply with the Family Medical Leave Act and the Alaska Family Leave Act.

## **Section 12.9 Funeral Leave**

Any employee's Personal Leave or Leave Without Pay may be used for illness or bereavement.

## **Section 12.10 Donated Leave**

Employees may assist other Employees in time of need, with HR approval. The following is the vehicle for that purpose.

### **12.10.1 Minimum Hours Donated Leave**

Any Employee wishing to donate Personal Leave will submit their donation of not less than four hours in accordance with Department policy.

### **12.10.2 Donated Leave Conversion**

The leave will be converted to the cash value of the donating employee's leave and paid to the receiving employee at their equivalent hourly rate.

## **Section 12.11 Business Leave**

### **12.11.1 Business Leave Annual Donations**

There is hereby created a chapter business leave bank which shall be administered by the City with a monthly report of the balance and withdrawals provided to the Chapter Chair. The Chapter Chair reserves the right to require employees to transfer up to four hours of annual leave into the chapter leave bank. Such request will only be made upon approval of the Executive Board and only if the balance in the bank is not sufficient to cover withdrawal requests.

### **12.11.2 Voluntary Business Leave Donation**

Any employee, at the employee's option, may transfer additional annual leave to the Bank. Transfers may be made at any time during the duration of this Agreement with no maximum limit of the number of days, except that an employee may not transfer more leave than is posted on their annual leave balance at the time of the authorization. The employee's leave balance will be reduced by the amount of leave transferred to the Bank.

### **12.11.3 Business Leave Withdrawal**

Withdrawal requests from the Bank will be for purposes designated by the Chapter Chair, and the Finance Director must be notified. The release of employees for chapter business leave will be handled on the same basis and release from duty as for annual leave, except that such release may not be unreasonably withheld by their supervisor.

## **ARTICLE 13 PAY PERIODS**

### **Section 13.1 Pay Periods**

Pay periods covering days worked from the 1st to the 15th and from the 16th to the last day of the month will be established. Pay days will normally be on the 15th and the last day of each month. If pay day falls on Saturday, Sunday, or a holiday, then pay day will be the last scheduled work day before the break period.

### **Section 13.2 Change of Pay Period**

The City reserves the right to establish a bi-weekly pay period upon 30 calendar days notice to the Association. If established, pay day will fall on every other Friday. If pay day falls on a holiday, then pay day will be the last scheduled work day before the holiday break period.

### **Section 13.3 Employee Time Sheets**

#### **13.3.1 Leave and Earnings Statement**

The City will furnish each member with an itemized statement of earnings and deductions, specifying hours paid, straight time, comp time, personal leave pay, holiday pay, and other compensation payable to the member which are included in the check.

#### **13.3.2 Time Sheet Changes**

Changes to a member's time sheet will be forwarded to the member and the Administrative Assistant as soon as possible and prior to the next scheduled pay day.

#### **13.3.3 Time Sheet Disclosure**

Time Sheets will be made available by the Employer for inspection by the Employee or PSEA Representative upon 24 hours' notice by the Association.

### **Section 13.4 PERS Contribution**

The City shall make available during regular business hours to each member an itemized accounting, specifying both the Employer's and Employee's contributions to the PERS system for that employee.

## **ARTICLE 14 PROBATION**

### **Section 14.1 Promotional Probation**

The probationary, or working test period, is an integral part of the promotion process. It will be used to observe closely the member's work, to secure the most effective adjustment of a new or promoted employee to their position, and to dismiss a probationary member whose performance does not meet required work standards.

#### **14.1.1 Probation Length**

Employees who are promoted or transferred at their own initiative will complete a probationary period of six months for all positions, however, the employee may be demoted to their former position at any time during this probationary period without the right to file a grievance.

### **Section 14.2 Returning to Bargaining Unit**

Employees who accept a promotion out of the Bargaining Unit are entitled to bump back to their former position in the Bargaining Unit if they do not successfully complete probation in the promoted position. Employees who bump back are entitled to regain their Bargaining Unit seniority as of the date they accepted promotion. If the employee's former position is not available, the promoted employee will have first preference to occupy any vacant Bargaining Unit position for which the employee is otherwise qualified, but in no event will a promoted employee be permitted to bump a Bargaining Unit employee into a lower rank or lay-off status.

### **Srction 14.3 Returning to Bargainin Unit after Separation**

A member may retain seniority within this bargaining unit if the member is separated less than one year from date of separation, if still employed with the City.



## **ARTICLE 15 SENIORITY**

### **Section 15.1 Termination of Seniority**

Department Seniority is terminated upon:

- Discharge
- Resignation
- Lay-off for a period of five years or more, or inability to return to work from a job-incurred injury or illness of five years or more.
- Willful abandonment of position (Failure to report for duty within three days following approved absence).

### **Section 15.2 Seniority Preserved**

Department Seniority is not interrupted by:

- Periods of approved leave, including Workers' Compensation absences
- Military leave for National Guard / Reserve Training
- Active military duty when recall for such duty is beyond the control of the member
- Promotion out of the Bargaining Unit during the first six months
- Retirement disability up to five years
- FMLA

\*Any periods of Leave Without Pay (LWOP) other than listed above will result in seniority being frozen for all periods of absence.

### **Section 15.3 Seniority Defined**

The member with the longest term of credited service with the Department will be number one on the Department Seniority list, and all other members will be listed accordingly. The Department will yearly prepare and prominently post a Department Seniority roster in each work area of the Department. Seniority, as defined in this Agreement, will in no way conflict or interfere with the designation of any member as senior for command purposes on a detail or case.

### **Section 15.4 Seniority for Classification Defined**

Seniority for Command Unit will be defined as date of promotion into classification, time served in Classification, unless the member separates fully from FPD.

### **Section 15.5 Seniority Promotion/Demotion**

#### **15.5.1 Promoting Outside of Bargaining Unit**

If a member is promoted into a classification in the Department outside this Bargaining Unit, their classification seniority will continue to accrue in their former position for up to six months after promotion. Thereafter, the Bargaining Unit and classification seniority of the member promoted outside the Bargaining Unit will terminate.

#### **15.5.2 Returning to Bargaining Unit**

Employees promoted out of this Bargaining Unit who are involuntarily demoted or whose positions are eliminated will be returned with departmental seniority and will have their classification seniority restored for the classification they occupy, if any. If the seniority of the returning member is sufficient, this may necessitate the lay-off of a less senior Bargaining Unit member in accordance with the seniority provisions of this Agreement.

### **Section 15.6 Transfer / Return Seniority**

#### **15.6.1 Change in Classification**

If a member transfers to a different classification within the Bargaining Unit, their former classification is frozen at the time of occupancy of the new classification.

15.6.2 **Involuntary Return for Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to disciplinary action, their classification seniority within the departing position will not accrue toward their classification seniority in the former position.

15.6.3 **Involuntary Return for Non-Disciplinary Reasons**

If a member is involuntarily returned from a Bargaining Unit position to their former classification due to non-disciplinary reasons, the time spent in their involuntary classification will accrue toward their classification seniority in their former position upon return to their former position.

15.6.4 **Temporary Seniority Accrual**

If a member accepts a promotion to another position within the Bargaining Unit, the member will continue to accrue classification seniority in their former position for up to six months. If the promoted member remains in their current position beyond six months, their former classification seniority will be frozen at the time reflecting the date of their promotion.

## **ARTICLE 16 DISCIPLINARY ACTION**

### **Section 16.1 Counseling**

Whenever employee performance, attitude, work habits, or personal conduct at any time falls to a level unsatisfactory to their supervisor, the supervisor will inform the employee promptly and specifically of such lapses and give counsel and guidance. A letter or departmental form of counseling, as distinguished from a letter of reprimand, is not considered disciplinary action, will not be subject to the grievance procedure, and will not be placed in the employee's personnel file. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary action. In some instances, a specific incident may justify severe disciplinary action in and of itself, however, the action to be taken depends on the seriousness of the incident and the records contained in the employee's personnel file.

### **Section 16.2 Written Reprimand**

In situations where an oral or written counseling/warning has not resulted in the expected improvement, or where a more severe initial action is warranted, a written reprimand will be sent to the member, a copy shall be placed in the member's personnel file, and a copy will be sent to PSEA.

### **Section 16.3 Suspension Without Pay**

An employee may be suspended without pay and/or demoted by their Department Head with approval of the Mayor, or designee, for reasons of misconduct, negligence, inefficiency, insubordination, disloyalty, unauthorized absence, or other justifiable reason when alternate personnel actions are not appropriate. Employees must be furnished an advance written notice, at least 24 hours prior to the effective date, containing the nature of the proposed action. The employee must be advised that they are entitled to have a PSEA Staff representative present at any meeting where disciplinary actions are contemplated or possible. If a member is suspended for a period of days, rather than a term of consecutive hours, the term "day" means that the member is suspended for the full 24 hours of such day.

### **Section 16.4 Reasons for Dismissal**

The City Mayor or designee may dismiss any member for just cause. Reasons for dismissal may include but are not be limited to:

- Failure to meet prescribed standards of work, morality, and ethics to an extent that makes a member unsuitable for employment in the Department;
- Theft or unjustified destruction of City property;
- Incompetence, inefficiency, or negligence in the performance of duty;
- Insubordination;
- Conviction of a felony, or a misdemeanor involving moral turpitude;
- Notoriously disgraceful personal conduct;
- Unauthorized absence;
- Acceptance of any consideration which was given or accepted with the expectation of influencing the member in the performance of their duties;
- Falsification of records or use of official position for personal advantage; and
- Threatening or intimidating action against another member.

**Section 16.5 Termination Pay**

When a member is terminated, or effects a separation, the member will be paid all accrued earnings in accordance with State law and the provisions of this Agreement.

**Section 16.6 Appeal**

An employee may appeal disciplinary action under this section pursuant to the grievance procedure as set forth under [Article 8](#) of this Agreement. If the employee fails to appeal the suspension and/or demotion, the action becomes effective on the date specified. During the appeals procedure of any discipline less than termination, the employee will be retained in duty status, or placed on leave with pay, at the discretion of the Mayor or designee.

**Section 16.7 Notice of Termination from City**

The City agrees all permanent Employees who have completed probationary requirements must be given 30 days notice of separation, or 30 days compensation, in lieu of notice.

**Section 16.8 Notice of Termination from Employee**

All Members who have been employed 30 days or more must give the City 30 notice before leaving their employment, unless mutually agreed beforehand between the City and the Employee. Notation of failure to give notice will be placed in the Employee's personnel file.

**Section 16.9 Standards for Demotion/Discharge**

No member may be disciplined, demoted, or discharged except for "just cause."

**ARTICLE 17 CLASSIFICATION AND SALARY RATES**

**Section 17.1** The Command Unit members are exempt employees; therefore, employees are exempt from overtime and minimum wages.

**Section 17.2 Classification and Pay Scale –**

Annual Salaries are as follows:

Deputy Chief	\$135,000
Captain	\$130,000
Midnight Shift Lieutenant	\$129,500
Swing Shift Lieutenant	\$128,000
Investigations Lieutenant	\$128,000
Day Shift Lieutenant	\$125,000

### **Section 17.3 Change of Classification**

#### **17.3.1 Voluntary Change of Classification**

If the change to a lower classification is voluntary, the employee's pay will decrease as outlined in the PSEA Contract.

#### **17.3.2 Disciplinary Change of Classification**

In the event of a disciplinary demotion, the employee will be paid at the step appropriate to their previous time in the lower classification.

### **Section 17.4 City Created New or Changed Classifications**

If the City creates new or changed job classifications or duties not set forth in current job descriptions, the City and Chapter shall negotiate on the appropriate rates for such classifications or new duties before the implementation of any changes. If the parties are unable to agree upon a rate for a new or changed classification, interest arbitration will be used.

### **Section 17.5 New or Changed Classifications**

Where new types of equipment or procedures are instituted resulting in new or changed job classifications not established by this Agreement, the City and Chapter shall meet and confer on the appropriate rates for such classifications.

## **ARTICLE 18 EDUCATION PAY**

### **Section 18.1 Licensing and Certification**

All costs to obtain and maintain required licensing or certification will be paid by the City. All training conducted in accordance with this section will be considered as duty time.

### **Section 18.2 Continuing Education Reimbursement**

Members, with prior approval from the Department Head, may be reimbursed for tuition and books for successful completion of courses or seminars which relate directly to the member's current job classification.

### **Section 18.3 Commitment to Professional Development**

The parties recognize that the City operates in a constrained fiscal environment. The City and the Association will continue working together to identify training opportunities for employee professional development.



## **ARTICLE 19 EQUIPMENT AND CLOTHING**

### **Section 19.1 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. Upon termination of employment, each Employee must return to the City all property of any kind belonging to the City

### **Section 19.2 Equipment and Clothing Property**

Employees are not responsible for lost, damaged, or stolen property or cargo in cases when the Employee followed Department policy in securing, operating, or handling said property or cargo.

### **Section 19.3 Personal Property**

Employees who suffer a loss or damage to the listed personal property and/or clothing (excluding normal wear and tear), which is reasonably carried and used in the line of duty will be reimbursed for such loss or damage by the City if the loss or damage did not occur as a result of the negligence of the employee. Such claims will be processed through the Department, but in no case may exceed two hundred fifty dollars (\$250.00) per occurrence. The following is a list of personal property eligible for reimbursement:

Watches

Eyeglasses

Shoes

Flashlights

Knives and/or sheaths

Clothing (Plainclothes assignments)

Clip Boards

Other personal property may be considered for reimbursement on a case-by-by case basis decided by the Department Head or designee

#### **Section 19.4 Improved Equipment**

The City shall make an effort to provide Employees with equipment that allows the Employee to work efficiently and improve productivity, e.g., computers, vehicles, and all other equipment and instruments necessary to perform the work.

#### **Section 19.5 Unsafe Equipment**

No employee will be required to operate any unsafe equipment. No disciplinary action or other form of discrimination shall be instituted against any employee for questioning whether a piece of equipment is safe.

**Section 19.6 Initial Issue Uniforms.**

**19.6.1 Issued Clothing**

Each commissioned member will be issued the following City owned property for use:

Police Department

Badges	(1 shirt & 1 flat)
Shirts (Short Sleeve)	3
Shirts (Long Sleeve)	3
Trousers	3
Ties	1
Hat (Summer) w/Rain Cover	1
Hat (Winter)	1
Parka	1
Utility Jacket	1
Raincoat	1
Gloves	1 pair per year
Bullet Proof Vest (Level 3A minimum)	1

Dept. Approved Duty Footwear

\$125/yr. For summer footwear

\$150/yr. For winter footwear

Both footwear allowances to be paid in a single disbursement of \$275 in January of each year.

Gun belt set with Weapon	1
Coveralls*	1 set

All the above items will be replaced by the City on an "as needed" basis to ensure each member has a full complement of issued items in good serviceable condition.

\*As required by the Department.

**Section 19.7 Sidearm**

The City shall provide each Commissioned Officer with an approved side arm for use on and off duty. Upon retirement, the Commissioned Officer will be presented with their sidearm and badge.

**Section 19.8 Clothing Allowance**

All non-uniformed commissioned officers and uniformed civilian employees will be given \$500.00 allowance in January of each year to maintain/replace approved clothing for their on-duty use.

**Section 19.9 Incidental Purchase Allowance**

The Department will pay each commissioned officer \$150.00 in January of each year for incidental purchases of duty equipment.

## **ARTICLE 20 FILLING OF VACANCIES**

### **Section 20.1 Promotion**

Promotion - When a vacancy occurs, or a new position is established within the Bargaining Unit for which there is no one on the lay-off list, the parties agree that the vacancy may be filled from among PSEA bargaining unit members if a qualified member applies.

### **Section 20.2 Qualifications**

The City shall maintain an equitable examination process to assist in determining applicant qualifications. Applicants will be required to pass a professionally prepared examination. Examinations will be practical in character and will relate to the duties and responsibilities of the position for which the applicant is being examined and will fairly test the relative merit and fitness of persons examined to perform the duties of the position to which they seek appointment. Examinations may be composed of written examinations, assessment centers, oral examinations, physical examinations, psychological evaluations, training and experience, or any combination thereof, provided that any component of the examination process will be applied uniformly among applicants at each stage of the evaluation process. The applicant's training, experience and previous work experience will be considered.

### **Section 20.3 Vacancy Announcements**

Vacancy announcements will specify the position's opening date, the date the notice was posted, the job description and title, and other pertinent information concerning the closing date. A copy of all such notices relative to positions within the coverage of this Agreement will be posted.

### **Section 20.4 Advertised Internally First**

When a vacancy occurs, or a new position in this bargaining unit is established, the Human Resources Department shall advertise internally first. If there are less than 3 internal applicants for each vacancy, the city may advertise outside the bargaining unit. The announcement from the Human Resources Department will state instructions for applying. All interested members who possess the requisite qualifications, as listed in the job description, will receive an interview.

## **Section 20.5 Eligibility After Probationary Period**

Bargaining Unit members who have completed their initial probationary period have the right to compete for any vacancy within the Bargaining Unit for which they may be qualified. All accrued benefits and length of service will remain unbroken.

## **Section 20.6 Transfer Within Bargaining Unit**

Bargaining Unit employees seeking promotional or lateral transfer or transfers to a different a class within the same salary range or a voluntary demotion to class with a lower salary range may apply and compete for open or vacant positions in the Bargaining Unit.

## **Section 20.7 Qualifications for Deputy Chief, Captian, and Lieutentants**

In the exercise of the City's discretion in making a promotion, the following guidelines will be observed:

- Applicants must meet minimum qualifications in recruitment announcements.
- Applicants must satisfactorily pass competitive examinations when applicable.
- Performance evaluation reports, if available, will be considered.
- Pre-test qualifications required for the rank of Deputy Chief, Captain, and Lieutenant will include an advanced certification from the APSC, and an equivalent of time-in-rank and/or college education as presently required by City promotional standards. In addition, applicants must have two years of supervisory experience within the PSEA bargaining unit.

## **Section 20.8 Probationary Period**

Promotions within or between all sworn classifications will be probationary for a six month period during which an employee may be demoted to their previous position.

## **ARTICLE 21 PERSONNEL RECORDS**

### **Section 21.1 File Maintenance**

The City Mayor shall provide for the maintenance of a personnel file which includes those documents which reflect an individual's complete status as an employee from date of hire to termination. Only one such file may be maintained by the City.

### **Section 21.2 Personnel File Contents**

The personnel file includes employee's employment application, summary of employment and administrative investigations, reports of work performance, progress and disciplinary actions, personnel actions and survivor benefits forms. The personnel file may not contain any documents reflecting any "false positive" drug/alcohol test results or administrative investigations which result in a finding of "unsubstantiated," "exonerated," or "unfounded."

Completed administrative and employment investigative files will be maintained by the department administration.

All medical information will be maintained in a separate Medical File housed in the City Human Resources Department.

### **Section 21.3 Employee Access to Personnel Files**

#### **21.3.1 Access to Employee File**

An individual employee will have access to their personnel file, or to any closed Administrative Investigation(AI) file or to any information pertaining to the employee which is maintained in the personnel file, at any reasonable time. A member will have the opportunity to comment upon any adverse materials in the member's personnel file. Personnel Files are confidential. They may be inspected by the Department Head or those authorized by the Department Head.

#### **21.3.2 Pre-Employment File**

An employee may review all files pertaining to the employee with the exception of the Pre-Employment File.

#### **Section 21.4 Record of Disciplinary Actions**

Except for oral reprimands and written counseling forms, a record of disciplinary actions must be contained in the employee's personnel file.

#### **Section 21.5 Supervisor Files**

Nothing in this Agreement prevents supervisors from maintaining and using "Working Supervisor Files." Specifically, these files may contain prior evaluations, notes of observations and information including favorable and unfavorable remarks reflecting on the employee's duty performance during the reporting period under evaluation.

#### **Section 21.6 Disciplinary Action Files**

A record of the following disciplinary actions will be placed in the employee's personnel file:

- Written Reprimands
- Suspension Without Pay
- Involuntary Transfer
- Demotion
- All Administrative and Criminal Investigations: formal or informal which result in disciplinary action against the employee
- Last Chance Agreement
- Termination

#### **Section 21.7 No Other Files**

Except for Working Supervisor Files maintained by the Department, no other disciplinary, personnel, or private files may be maintained by the City without permission from the employee and the Association.

#### **Section 21.8 Two Year Documentation Restriction**

Documents reflecting disciplinary action contained within a member's personnel file which are dated two years or older, may not be examined or considered for use at subsequent disciplinary or promotional proceedings. Access to such documents is limited as provided for in Section [21.3](#) of this Article.



## **Section 21.9 Citizen Complaints**

Documents reflecting citizen complaints will be maintained by the department. Summaries of sustained complaints which results in action defined in Section [21.6](#) will be forwarded to the personnel file and to PSEA within five working days of complaint.

## **Section 21.10 Removal of File Information**

Any item removed from the personnel files must be forwarded to the employee.

## **ARTICLE 22 MANUAL OF DIRECTIVES**

### **Section 22.1 Manual of Policy & Procedure**

A Manual of Policy & Procedure will be maintained and made accessible to each employee of the Department.

### **Section 22.2 Time from Proposal to Effective Date**

The Department will issue proposed directives 30 days in advance of their effective date. Any changes that affect a mandatory subject of bargaining will be held in abeyance unless the right to negotiate is waived by the Association in writing, or inaction after a reasonable period of time, or the negotiations do not result in an agreement between the parties.

## **ARTICLE 23 TRAVEL AND PER DIEM**

### **Section 23.1 Official Travel Outside City of Fairbanks**

Business travel is governed by the current City Travel Policy, as adopted by the Mayor.

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.

### **Section 23.2 Use of Personal Vehicles**

Employees are not obligated to use their privately-owned vehicles for City business. Unless a City vehicle is provided and readily available, an employee may use their privately-owned vehicle. Reimbursement for such use will be at the IRS mileage reimbursement rate in effect on the date of travel. The City will repay the member for reasonable loss, including damages, resulting from such use so long as the loss was not the result of gross negligence, recklessness, or intentional misconduct.

## **ARTICLE 24 ORAL OR WRITTEN AGREEMENT**

### **Section 24.1 Conflict of This Agreement Employee**

No member covered by this Agreement will be asked or required to make any written or oral agreement which may in any way conflict with this Agreement.

### **Section 24.2 Conflict of This Agreement City**

No member covered by this Agreement will ask or require the City to make any written or oral agreement which may in any way conflict with this Agreement.

## **ARTICLE 25 MISCELLANEOUS**

### **Section 25.1 Current Agreement and Letters of Agreement**

All prior letters of agreement and understanding to the prior agreements will be deleted unless re-signed again after the effective date of this Agreement though the parties agree that certain LOAs will be continued by mutual agreement if not otherwise incorporated specifically within this Agreement.

### **Section 25.2 Difference or Conflict of Agreement**

In the case of any difference or conflict between the provisions of this Agreement and the provisions of the Fairbanks Personnel Ordinance or the provisions of any City imposed policy or rules, the provisions of this Agreement govern. In the event that any portion of this Agreement is found by a court to be invalid, the provisions of [Article 5, Section 3](#), will apply. Only during any interim period between such finding of invalidity and subsequent Agreement will the Fairbanks Personnel Ordinance Code govern.

### **Section 25.3 Performance of Work**

No individual from outside the Fairbanks Police Command Unit will be used to perform duties that consist of part of, or all of the duties of Association members, without prior approval of the Association. This section does not prohibit shared operations with City Departments, Volunteers in Policing, Emergency Services Patrol, law enforcement agencies, police reserves, and contractual employment of temporary staff for background checks, police topic instructors, and consultants. Reserve members must meet the pre-employment requirements of a non-commissioned member.

## **Section 25.4 Sole and Complete Agreement**

Notwithstanding any other Agreements previously in effect, this Agreement constitutes the entire agreement between the City and the Association, and no verbal statements will supersede any of its provisions. This Agreement constitutes the sole and complete agreement between the City and the Association and embodies all the terms and conditions governing the employment of the members of the Association. Any proposed changes affecting the employee's salary, or other terms and conditions of employment must be negotiated prior to implementation. Both sides have had the opportunity to raise other issues but have chosen not to do so. In addition, both sides have abandoned issues that were discussed but not incorporated into this Agreement. Topics that were raised but not incorporated, abandoned, overlooked, or not addressed in this Agreement have no legal effect on the parties.

## **ARTICLE 26 DEFINITION OF TERMS**

Words used within this Agreement have their ordinary meaning unless they are recognized “terms of art” or fall within the express definitions hereinafter described:

### **Section 26.1 Anniversary Date**

"Anniversary Date" of hire means the date at which an employee has completed a service year of 52 weeks of paid service. Unless otherwise provided for herein, anniversary dates will be delayed to reflect non-paid absences.

### **Section 26.2 Appropriate Medical Professional**

An “appropriate medical professional” means a licensed physician if the employee’s physical ability to perform normal work assignments is in question, or a licensed psychiatrist or licensed psychologist if the employee’s mental or psychological ability to perform normal work assignments is in question.

### **Section 26.3 Bargaining Unit**

"Bargaining Unit" means all employees represented by the PSEA working in classifications listed at [Article 17](#).

### **Section 26.4 City**

"City" means the City of Fairbanks, Alaska.

### **Section 26.5 Classification**

"Classification" (verb) is the act of grouping positions in classes with regard to:

- duties and responsibilities
- requirements as to education, knowledge, experience, and ability
- tests and fitness
- salary

### **Section 26.6 Classification or Class**

"Classification" or "class" (noun) is the resulting designation of one or more positions into a single grouping.

### **Section 26.7 Days**

“Day(s)” providing time constraints on the parties means calendar days, exclusive of holidays unless otherwise specified herein.

### **Section 26.8 Department**

"Department" means the Fairbanks Police Department or any subsequently formed department which includes Police functions, likewise, "Department Head" refers to the person designated to have administrative authority over Police functions, whether that person be denominated as "Department Head" or otherwise.

### **Section 26.9 Duty Day**

"Duty Day" means any day on which a member is assigned to work a shift.

### **Section 26.10 Emergency Situation**

The normal and accepted meaning, however, this does not include routine manpower shortages.

### **Section 26.11 Employee**

“Employee” has the same meaning as “member.”

### **Section 26.12 Employer**

"Employer" means the City of Fairbanks, Alaska.

### **Section 26.13 FGC**

"FGC" means the Fairbanks General Code.

### **Section 26.14 Member**

"Member" means an employee who holds probationary or permanent status working in a job class that has been designated by the City; except where the circumstances so indicate, "member" and "employee" are used interchangeably.



### **Section 26.15 Non-Permanent Employee**

"Non-permanent Employee" in this Agreement is defined as a temporary hire not to exceed six months.

### **Section 26.16 Personnel File**

"Personnel File" means all those documents, reports, written or otherwise recorded evaluations of a person's performance while performing duties on behalf of the Employer, and any other work-related material pertaining to that person that is kept in that file.

### **Section 26.17 Promotion**

"Promotion" is the change of an employee from one class to another which will provide an increase in salary or which has a higher maximum base rate of pay.

### **Section 26.18 Shift**

"Shift" means the normally scheduled work hours on a duty day.

### **Section 26.19 Tour**

"Tour" is a four-month shift assignment.

### **Section 26.20 Transfer**

"Transfer" means the voluntary or involuntary assignment or reassignment of a member's work area or duty assignment.

**ARTICLE 27 EXECUTION OF AGREEMENT**

THIS AGREEMENT, CONSISTING OF 74 PAGES, WAS RATIFIED BY THE CITY OF FAIRBANKS CITY COUNCIL ON \_\_\_\_\_ AND BY THE MEMBERSHIP OF THE ASSOCIATION ON \_\_\_\_\_. AGREEMENT UPDATED \_\_\_\_\_.

CITY OF FAIRBANKS

PUBLIC SAFETY EMPLOYEES ASSOCIATION

\_\_\_\_\_  
Jim Matherly                      Date  
Mayor, City of Fairbanks

\_\_\_\_\_  
Charisse Millett                      Date  
PSEA

\_\_\_\_\_  
Mike Meeks                      Date  
Chief of Staff

\_\_\_\_\_  
Ron Dupee                      Date  
Chief of Police

\_\_\_\_\_  
Angela Foster-Snow                      Date  
HR

\_\_\_\_\_  
Rick Sweet                      Date  
PSEA

**ORDINANCE NO. 6170**

**AN ORDINANCE TO REPEAL AND REENACT FAIRBANKS GENERAL  
CODE CHAPTER 2, ARTICLE VI. PUBLIC RECORDS**

**WHEREAS**, Fairbanks General Code Chapter 2, Article IV Public Records sets forth the City's policy and procedure for the inspection and copying of public records; and

**WHEREAS**, FGC Chapter 2, Article VI has not been thoroughly reviewed or amended for over 20 years, with the exception of a minor amendment in 2008 to move the fees into the City's Schedule of Fees and Charges for Services; and

**WHEREAS**, the City aims to fulfill public records requests thoroughly and efficiently to promote transparency and accountability; and

**WHEREAS**, the City Clerk's Office is the clearinghouse for all record requests made to the City, and the City Clerk has identified some areas in FGC Chapter 2, Article VI where additional guidance as to procedure is needed.

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

**Section 1.** That Fairbanks General Code Chapter 2, Article VI Public Records is hereby repealed and reenacted as follows:

**Sec. 2-771. Public records.**

(a) Unless exempted by state or federal law or by a provision of this code, the records of every office, department, and agency of the city are public records and are open to inspection by the public under reasonable rules and during regular office hours.

(b) This article only applies to existing records or existing compilations of information. The city is not required to expend time and effort to create a record or to compile information that is not already created or compiled.

(c) Each department director is responsible for the preservation of all public records under their jurisdiction. No public record of any department may be destroyed or removed permanently from the files without the knowledge and approval of the city clerk and according to the provisions of a record retention schedule approved by the city council.

**Sec. 2-772. Inspection of city records; copies.**

(a) All requests to inspect or obtain copies of public records must be made in writing to the city clerk's office on a form provided by the city clerk.

(b) Inspection and copies of public records are available upon payment of the fees specified in the City of Fairbanks Schedule of Fees and Charges for Services.

(c) If the production of records for one requester in a calendar month exceeds five person-hours, the requester must pay the personnel costs required during the month, as specified in the City of Fairbanks Schedule of Fees and Charges for Services. The requester must pay the fee before the records are produced, and the city clerk may require that the requestor pay the fee in advance of the search.

(d) Prior to inspecting or receiving copies of records, the requestor must sign a certificate of non-litigation affiliation, which is included on the public records request form. If the requestor is in litigation with the state or city in a judicial or administrative forum or is acting on behalf of or representing any person who is involved in litigation with the state or city, disclosure of any city records relevant to that litigation or reasonably likely to lead to the discovery of relevant evidence is governed by the rules or orders of that forum and not by this article.

**Sec. 2-773. - Response to requests for public records.**

(a) The city clerk shall make a good faith and diligent effort to provide a response to requests for inspection or copying of records made pursuant to this article as soon as practicable, but not later than 10 business days after the date the request is received by the city clerk's office. If a full response cannot be made within 10 business days, the city clerk may extend the time period for a period not to exceed an additional 10 business days. The requestor must be notified of the extension and the reason for the extension.

(b) If the information requested is not produced or made available for inspection, the officer or employee in charge of the records shall provide the requester with the reason for the denial in writing, to include the following information:

1. The record requested;
2. The specific reason the record is being withheld from the response, including a citation to the specific state or federal law or city ordinance; and
3. The title, along with the signature, of the person issuing the denial.

(c) In cases where additional information, clarification, or payment is needed from the requestor, the city clerk will place the request on hold until the additional information, clarification, or payment is received. It is the policy of the city to close

a request if the requestor does not respond to an inquiry from the city clerk within 30 days.

(d) A requestor may appeal a denial of a request for information or inspection of public records to the mayor by filing a written request with the city clerk within 60 working days of the denial. A written decision on the appeal must be issued by the mayor within seven working days of receipt of the appeal by the city clerk. A requestor not satisfied with the decision of the mayor may appeal the decision to the superior court pursuant to the Alaska Rules of Appellate Procedure.

**Sec. 2-774. Exemptions.**

The following records and documents are not subject to disclosure under this section or under section 13.3 of the City Charter:

- (1) Records exempted from disclosure by state or federal law or by a provision of the Fairbanks General Code.
- (2) Communications between any city agency, department, or employee and the city attorney's office concerning actual or potential litigation.
- (3) Personnel records, including employment applications and examinations and other assessment materials, except an employee's:
  - a. name and position title;
  - b. prior positions held;
  - c. date of appointment and separation; and
  - d. compensation.
- (4) The name, address, telephone number, or other identifying information about complainants in actions to enforce building codes or other city ordinances or regulations.
  - a. This subsection does not prohibit disclosure of the contents of the complaint, so long as the complainant is not identifiable.
  - b. This subsection does not prohibit disclosure of the name of the complainant when such disclosure becomes necessary to fair and just disposition of the charge or complaint in enforcement proceedings.
- (5) Records of engineering or other technical data, which, if released, would provide a competitive advantage to another person or corporation engaged in similar or related activities or adversely affect the city's competitive bid process.
- (6) Proprietary information which a manufacturer, consultant, or provider reasonably requires to be kept privileged or confidential to protect the property interests of the entity providing the information or data.

- (7) Information which the city considers to be privileged or confidential for purposes of successful collective bargaining.
- (8) Information obtained by and in the custody of city risk management or the city's insurance carriers, attorneys, and agents acting for or insuring the city regarding possible and pending claims against the city.
- (9) Personal information.
- (10) Copyrighted material is only required to be released in its copyrighted form. Any proprietary information may be withheld until the copyrighted form is published.
- (11) Records or information compiled for law enforcement purposes, but only to the extent that the production:
  - a. could reasonably be expected to interfere with enforcement proceedings;
  - b. would deprive a person of a right to a fair trial or an impartial adjudication;
  - c. could reasonably be expected to constitute an unwarranted invasion of the personal privacy of a suspect, defendant, victim, or witness;
  - d. could reasonably be expected to disclose the identity of a confidential source;
  - e. would disclose confidential techniques and procedures for law enforcement investigations or prosecutions;
  - f. would disclose guidelines for law enforcement investigation or prosecutions if the disclosure could reasonably be expected to risk circumvention of the law; or
  - g. could reasonably be expected to endanger the life or physical safety of an individual.
- (12) Blueprints and building plans required by city ordinance to be submitted to the building department or city engineer's office may be inspected by the public but may not be reproduced or released to the public.
- (13) Records which, if released, would constitute unwarranted invasion of the privacy of city customers or employees or the release of which could have an adverse effect on the finances of the city.
- (14) Records relevant to litigation and sought by a party to litigation or a person acting on their behalf, except in accordance with rules applicable in a court proceeding.

**Sec. 2-775. Protecting confidential information.**

City employees are prohibited from:

- (1) Disclosing information exempt from public disclosure, other than to authorized city employees, without prior approval of the department head or pursuant to a lawful subpoena.

- (2) Accessing, inspecting, or copying confidential information except in the course of their official duties.
- (3) Altering city files without proper authorization.
- (4) Using another's identification or password to access information.

**Section 2.** That the effective date of this Ordinance shall be the \_\_\_\_ day of June 2021.

---

**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

D. Danyielle Snider, MMC, City Clerk

---

Paul J. Ewers, City Attorney

**ORDINANCE NO. 6171**

**AN ORDINANCE AUTHORIZING CONVEYANCE OF AN EASEMENT  
REQUESTED BY GVEA FOR LOCATION OF ELECTRICAL FACILITIES  
IN GOLDEN HEART PLAZA**

**WHEREAS**, Golden Valley Electric Association (GVEA) has requested an easement within Golden Heart Plaza for location of electric facilities as part of its Downtown Transformer Replacement Project, Project # 209119; and

**WHEREAS**, the proposed easement area is shown Exhibit A; and

**WHEREAS**, in return for the conveyance of an easement, GVEA will provide the City a 100A single phase 120/240V service which will feed a newly provided 10 Circuit Lockable panelboard and other improvements as shown in Exhibit B and which will provide upgraded and improved power to Golden Heart Plaza; and

**WHEREAS**, the full terms and conditions of the agreement between the City and GVEA are included in the Memorandum of Understanding (MOU, Exhibit C); and

**WHEREAS**, the City Engineer has reviewed and recommends approval of the proposed MOU; and

**WHEREAS**, Festival Fairbanks supports the project.

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

**Section 1.** That the Mayor is hereby authorized to execute the Memorandum of Understanding between the City and GVEA and to execute all documents necessary for conveyance of the easement described in the Exhibits to this ordinance.

**Section 2.** That conveyance of the easement is subject to the 30-day permissive referendum period as required under FGC Sec. 70-42 and Sec. 8.3 of the City Charter.

**Section 3.** That the effective date of this Ordinance shall be the \_\_\_\_ day of June 2021.

---

**Jim Matherly, Mayor**



AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

---

Danielle Snider, MMC, City Clerk

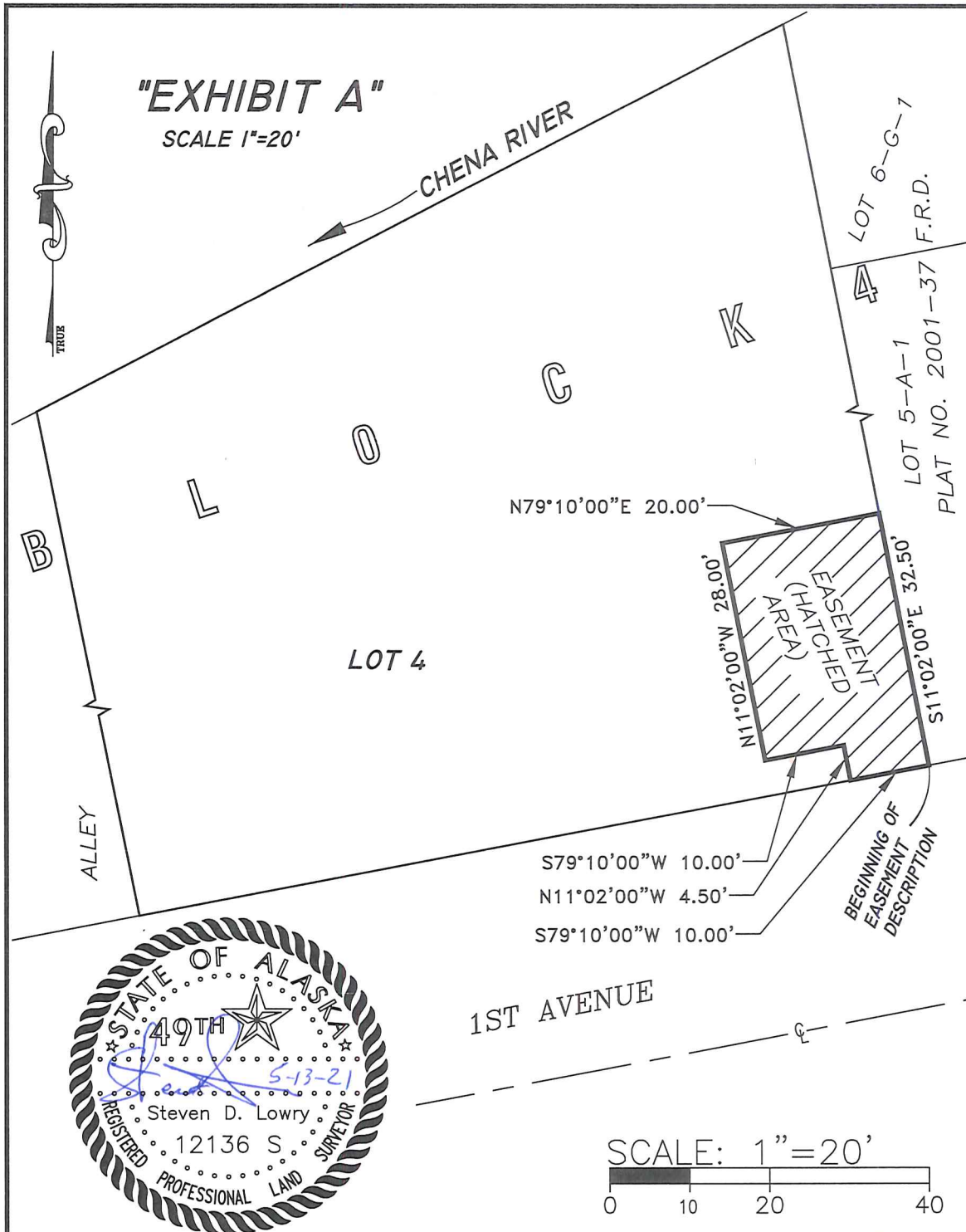
---

Paul J Ewers, City Attorney



# "EXHIBIT A"

SCALE 1"=20'



Easement for Golden Valley Electric Association.  
Located within Lot 4, Block 4, of the Townsite of Fairbanks.

## Exhibit B to Ordinance No. 6171

---

DATE:	4/19/2021	TO:	GVEA
PREPARED BY:	Brian Gnoffo	ATTN:	Adam Saunders
PROJECT:	GVEA-Downtown Transformer Replacement	PROJECT #:	209119
CHANGE #:	01		

---

**Description of Change:** City of Fairbanks Additions

**Inclusions:**

- .01 Provide a single phase 120/240V 100A service for the City of Fairbanks in the new switchboard.
- .02 Provide a NEMA 3R (10) circuit lockable panelboard outside the new GVEA easement (north side).
- .03 Each space in the panel shall be filled with an single pole 20a circuit breaker.
- .04 A spare ¾" RMC conduit shall be provided from the panel board to below grade. Conduit shall be sealed.
- .05 Provide (2) 20A duplex GFCI receptacles mounted to the panelboard base structure (not the panelboard).
- .06 Provide 4" RMC supported concrete incased panel rack with uni strut horizontals for new panel and 2ea GFCI receptacles.
- .07 Provide 16ea shrubs to the City's Public Works Department for placement.
- .08 Additional design and engineering.

For Clarification Purposes only (no additional cost)

- .01 Fullford Electric will relocate monument to maintain adequate working space (city to determine new location and does not include pad or foundation)
- .02 Fullford Electric will provide new trees to replace the trees that are removed during construction.
- .03 Original proposal covered reseeding the area. If the city prefers mulch we can accommodate.

**Exclusions:**

- .01 Installing foundations or pads for relocated signs or monuments.
- .02 Powering any equipment or devices from the City of Fairbanks distribution panel with the exception for the 2ea rack mounted GFCI receptacles.

# Exhibit C to Ordinance No. 6171

## MEMORANDUM OF UNDERSTANDING BETWEEN

**GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**

**AND**

**CITY OF FAIRBANKS**

This Memorandum of Understanding (“MOU”), dated as of \_\_\_\_\_, 2021 (“Effective Date”) is made and entered into by and between the City of Fairbanks, (“the City”) located at 800 Cushman Street, Fairbanks, Alaska 99701 and Golden Valley Electric Association, Inc. (“GVEA”), located at 758 Illinois Street, Fairbanks, Alaska 99701. The City and GVEA are referred to collectively in this MOU as the “Parties”.

WHEREAS, after the date of this MOU, an electrical contractor, under contract with GVEA, will perform work related to relocating an electric transformer belonging to GVEA to a newly acquired easement granted by the City related to Lot 4, Block 4 of the Townsite of Fairbanks. The work will consist of construction of the project in accordance with stamped construction drawings as shown in Attachment A – Excerpt - Stamped Construction Drawings;

WHEREAS, within 5 days of project completion, the City will have the responsibility to review the work performed by the electrical contractor for the City’s new service and will have the opportunity, if they believe it necessary, to contact a third-party electrician at the City’s own expense to review any work performed to the City’s service connection or wiring;

WHEREAS, following project completion, work performed will be turned over to the City as of the Substantial Completion Date in accordance with GVEA’s Tariff which provides that Members are responsible for their inside wiring, including the Service entrance and the meter socket.

NOW THEREFORE the Parties do mutually agree as follows:

- 1) The City will provide GVEA an easement consistent with the form and content as shown in Attachment B – GVEA Right-of-Way Easement

- 2) GVEA will provide the City a 100A single phase 120/240V service which will feed a newly provided 10 Circuit Lockable panelboard as shown in Attachment A – Excerpt - Stamped Construction Drawings, Sheet E401 Detail 4. Additional details on the work are provided in Attachment C – Description of Changes
- 3) The City will complete GVEA's standard service application process using the application documents provided in Attachment D – GVEA Service Application Package and will pay for any service taken in accordance with GVEA's Operating Tariff.
- 4) Following project completion, the City agrees to inspect all work performed in relation to this project and take ownership of all items normally owned by the Member as described in GVEA's Tariff.
- 5) As of the Substantial Completion Date, the Parties will agree that the City will be responsible for their panel, wiring, service connection and any issues, defects or maintenance associated with the wiring or service in accordance with GVEA's Tariff, except to the extent that the issue continues to be covered under the successful contractor's one (1) year work warranty.
- 6) The City understands, acknowledges and agrees that GVEA provides no warranties associated with the work performed.
- 7) The City agrees that it will hold GVEA harmless, and hereby specifically and voluntarily waives and releases GVEA, its agents, and employees from and against all claims, losses, liability, damage, responsibility and expense, suffered, or incurred by the City related in any way to the work performed by the project, except to the extent that the claim is covered under the project's one (1) year work warranty.
- 8) This MOU is governed by and shall be construed in accordance with the laws of the State of Alaska with venue in the fourth judicial district at Fairbanks.
- 9) This MOU may be executed in one or more identical counterparts (including execution via e-mail or scanned PDF of the MOU), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10) No modification of this MOU shall be effective unless it is in writing and signed by authorized representatives of both Parties.

11)The City and GVEA are validly existing entities in good standing under the laws of the state of Alaska, and each Party represents that it has all necessary corporate power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The Parties' execution, delivery and performance of their obligations under this Agreement have been duly authorized by all necessary corporation/governmental action of each individual Party.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be execute in their respective names as of the date first written above.

City of Fairbanks

Golden Valley Electric Association, Inc.

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:

Name: Ehren Schachle

Title:

Title: Administrative Operations Manager

Date: \_\_\_\_\_

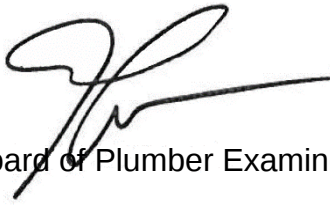
Date: \_\_\_\_\_

*City of Fairbanks*



**MEMORANDUM**

To: City Council Members  
From: Jim Matherly, City Mayor  
Subject: Request for Concurrence – Board of Plumber Examiners  
Date: May 19, 2021



---

The term of Seat E on the Board of Plumber Examiners currently filled by Kraig Hogenson will expire on June 30, 2021.

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

Seat E      Mr. Kraig Hogenson      Term to Expire: June 30, 2024

Mr. Hogenson's application is attached.

Thank you.

dds/





## Board Details

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

### Overview

**Size** 6 Seats

**Term Length** 3 Years

**Term Limit** N/A

### Additional

#### Board/Commission Characteristics

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

#### Meetings

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

#### Enacting Legislation

FGC 2-306 through 2-309

#### Enacting Legislation Website

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

#### Joint Commission Details

N/A

#### Email the Commission Members

[boardofplumberexaminers@fairbanks.us](mailto:boardofplumberexaminers@fairbanks.us)

**Profile**

Kraig  
First Name

Hogenson  
Last Name

[Redacted]  
Email Address

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

Yes

[Redacted]  
Primary Phone

[Redacted]  
Alternate Phone

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

Board of Plumber Examiners: Submitted

**Interests and Experiences**

**Why are you interested in serving on a City board or commission? What experiences can you contribute to the benefit of the board or commission?**

I am currently on the Plumbers Examining Board. I believe my 29 years in the plumbing/mechanical field provide a meaningful contribution to this committee. I have many years of field experience as well as management experience which help me to see the many different aspects of the plumbing and mechanical construction trade.

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

I joined the Plumbers & Pipefitters union in 1992 and completed a 5 year apprenticeship with Local 375. I received my State of Alaska Plumbing License in 1996 and have kept this license current since then. I became a Building Trades Journeyman Plumber/Pipefitter in 1997. I worked for local mechanical contractors as a Journeyman/Foreman, all in the Fairbanks area and went to work for Patrick Mechanical in 2006. I continued to work as a Foreman for Patrick Mechanical until 2009, when I moved into the project management & estimation side of the business. I am currently still in that position at Patrick Mechanical. On the personal side of things, I enjoy mountain biking in the summer and snowmobiling in the winter. In my spare time, I enjoy working on/restoring classic cars & trucks.

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

State Of Alaska Certificate of Fitness ( Plumbing License ), United Association Medical Gas Installer/Brazing Certification, ASHE Health Care Construction Certificate.