



FAIRBANKS CITY COUNCIL
AGENDA NO. 2021-12
REGULAR MEETING – JUNE 14, 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. – Legislative Update with City Lobbyist

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

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Address
4678	Fairbanks Junior Ice Dogs	Recreational Site	Fairbanks Junior Ice Dogs, Inc.	1920 Lathrop Street

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- *a) Ordinance No. 6166 – An Ordinance Adopting an Electronic Communication Device Use Policy During City Council Meetings. Introduced by Council Members Rogers and Therrien. First reading was postponed from the Regular Meeting of April 26, 2021. Public Hearing will be held at the second reading.
- b) 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. **SECOND READING AND PUBLIC HEARING.**
- c) Ordinance No. 6170 – An Ordinance to Repeal and Reenact Fairbanks General Code Chapter 2, Article VI. Public Records. Introduced by Mayor Matherly. **SECOND READING AND PUBLIC HEARING.**

- d) 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. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 4972 – A Resolution Establishing the Rate of Levy of 2021 Real Property Taxes for the City of Fairbanks. Introduced by Mayor Matherly.
- *b) Resolution No. 4973 – A Resolution Reviewing the Charges for Garbage Collection and Amending the City Schedule of Fees and Charges for Services by Adjusting the Public Record Request Fees. Introduced by Mayor Matherly.
- *c) Resolution No. 4974 – A Resolution Extending the Mayor's Declaration of a Disaster Emergency and Extending the Temporary Provisions of Ordinance No. 6126 Regarding Telephonic Participation of Council Members and Conduct of Council Meetings. Introduced by Mayor Matherly.
- *d) Resolution No. 4975 – A Resolution to Apply for and Accept Funds from the Alaska Division of Homeland Security for the FFY2021 Emergency Management Performance Grant. Introduced by Mayor Matherly.
- *e) Ordinance No. 6172 – An Ordinance to Repeal and Reenact Fairbanks General Code Chapter 74 Taxation. Introduced by Mayor Matherly.
- *f) Ordinance No. 6173 – An Ordinance Amending Fairbanks General Code Chapter 46 by Adding Theft as a Minor Offense. Introduced by Council Member Clark.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Reappointment to the Fairbanks Diversity Council

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION

a) Malloy v. City of Fairbanks Litigation Strategy

b) Fairbanks Firefighters Union Labor Negotiation Strategy

19. ADJOURNMENT



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 Renewal

DATE: June 9, 2021

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

Lic. #	DBA	License Type	Licensee	Address
4678	Fairbanks Junior Ice Dogs	Recreational Site	Fairbanks Junior Ice Dogs, Inc.	1920 Lathrop Street

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 location listed.

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

CITY OF FAIRBANKS PUBLIC SAFETY

Fairbanks Junior Ice Dogs 1920 Lathrop Street

05/14/2020 - 05/13/2021

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/07/2020 10:41	SUSPICIOUS PERSON	1920 LATHROP ST	O58	NRP	11/07/2020 10:55:41
20003615	09/25/2020 20:30	FOUND PROPERTY -	1920 LATHROP ST	O58	RPT	09/25/2020 21:17:05
	09/17/2020 08:13	DAMAGE/VANDALISM	1920 LATHROP ST	O13	NRP	09/17/2020 08:41:49
	08/05/2020 19:24	PAST HIT & RUN -	1920 LATHROP ST	DESK	NRP	08/05/2020 19:38:27
20002392 *	07/07/2020 12:19	ASSAULT - BRAVO	1920 LATHROP ST	O39	RPT	07/07/2020 14:16:38
20002274 *	06/29/2020 15:06	DAMAGE/VANDALISM	1920 LATHROP ST	DESK	RPT	06/29/2020 15:10:07

Total Number of Events Listed: 6

ORDINANCE NO. 6166

**AN ORDINANCE ADOPTING AN ELECTRONIC COMMUNICATION
DEVICE USE POLICY DURING CITY COUNCIL MEETINGS**

WHEREAS, technology is a valuable resource and critical communication tool for many people, including elected and appointed city officials; and

WHEREAS, the use of electronic communication devices during public meetings raises the following concerns: actual or perceived violation of the Open Meetings Act; distraction and disruption to the conduct of the meeting; and perception of not listening to citizens, staff, and other council members; and

WHEREAS, for these reasons, the council adopts limitations on the use of electronic communication devices at city council meetings by elected city officials.

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

SECTION 1. Fairbanks General Code Chapter 2, Article II, Division 4 is hereby amended by adding Sec. 2-123 as follows:

Sec. 2-123. Limitations on the use of electronic communication devices.

(a) The following limitations on the use of electronic communication devices will be in effect during all city council meetings and will apply to all elected officials:

- (1) Cell phones must be turned off (not simply silenced) prior to the start of the meeting and remain off during the duration of the meeting;
- (2) Electronic communication devices, other than cell phones, may only be used for purposes of reading materials provided for that meeting or other materials available related to an agenda topic; and
- (3) Electronic communication devices may not be used to engage in emailing, texting, or accessing social media of any kind.

(b) As used in this section, "electronic communication" means any text, audio, static image, or video to be exchanged in real time or near real time and includes but is not limited to: email, instant messaging, chat rooms,

text messaging, social media, and blogs. An “electronic communication device” means any device capable of electronic communication.

(c) The council may grant permission for a member to have their cell phone turned on, if warranted due to special circumstances such as a family emergency. The council, in coordination with the administration and the FECC, may adopt procedures to provide for emergency contact of council members during council meetings.

(d) If council members are authorized by ordinance to attend meetings virtually, a member may use an electronic communication device to the extent necessary to allow their participation.

SECTION 2. That the effective date of this ordinance is the ___ day of June 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul Ewers, City Attorney

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)
TOTAL	(\$63,239)	(\$24,220)	(\$28,253)	(\$115,712)

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

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

CURRENT VERSION OF CHAPTER 2, ARTICLE VI. PUBLIC RECORDS

(with a summary of changes proposed by Ordinance No. 6170)

Sec. 2-771. Inspection authorized; limitations.

[Note: this first sentence is deleted and replaced with language derived from existing Sec. 2-773(a)] All records and accounts of every office, department, and agency of the city shall be open to inspection by any person at all reasonable times and under reasonable regulations established by the mayor, except records and documents the disclosure of which would tend to defeat the lawful purpose which they are intended to accomplish, and except such records as are required by state law or this Code to be kept confidential. **[Note: the following portion is moved to new Sec. 771(c); “mayor” is replaced with “city clerk”; language regarding records retention schedule added]** Each department head shall be held responsible for the preservation of all public records under his jurisdiction and shall provide a system of filing and indexing the records. No public records, reports, correspondence, or other data relative to the business of any department shall be destroyed or removed permanently from the files without the knowledge and approval of the mayor.

Sec. 2-772. Scope of article.

[Note: this section is reworded and moved to new Sec. 2-771(b)] This article does not require the city to expend time and effort to create a record or to compile information in order to comply with a request, but only concerns already collected information found in existing records.

Sec. 2-773. Inspection and copying of city records.

(a) **[Note: the first sentence of (a) is now Sec. 2-771(a)]** Unless specifically provided otherwise, the books, records, papers, files, accounts, writing, and transaction of all agencies and departments of the city are public record and are open to inspection by the public during regular office hours. **[Note: fees are addressed in Sec. 2-772(b)]** Copies of the public record are available upon payment of a fee as specified in section 2-775 to the city clerk.

(b) **[Note: exemptions are moved to Sec. 2-774; subsection (12) moved to subsection (1); all other subsections renumbered accordingly]** The following public records and documents are not required to be disclosed by this section or by section 13.3 of the City Charter:

- (1) Communications between any agency and the city attorney's office which contain legal questions concerning potential or actual litigation.
- (2) Personnel, payroll or medical files, human rights commission files or other files which reveal the financial or medical status of any specific individual, the release of which would constitute an unwarranted invasion of privacy. The salary and fringe benefits paid to any city employee are not private and will be disclosed to the public.
- (3) The name, address, telephone number or other identifying information about complainants in actions to enforce building 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.
- (4) Records or engineering or other technical data, which, if released, would provide a competitive advantage to any other person or corporation engaged in similar or related activities or adversely affect the city's competitive bid process.
 - (5) Proprietary information which a manufacturer, consultant, or provider reasonably requires to be kept privileged or confidential to protect the property interests of the person providing the information or data.
 - (6) Information which the city considers to be privileged or confidential for purposes of successful collective bargaining.
 - (7) Information obtained by and in the custody of city risk management or insurance carriers acting for or insuring the city and their attorneys and agents regarding possible and pending claims against the municipality.
 - (8) **[Note: this language is deleted as the city no longer has a telecommunications department; replaced with "personal information"]** Any records, study, survey or data collected by the telecommunications department for use by the marketing department which, if released, would give an advantage to telecommunications competitors of the municipal utilities system.
 - (9) **[Note: this subsection is rewritten with updated language as subsection (10)]** Any copyrighted material is only required to be released in its copyrighted form. Any proprietary information, including compilations of telephone white pages and classified listings which are intended to be placed in copyrighted form within 15 months, may be withheld until the copyrighted form is published. Law enforcement agencies, after signing an agreement to pay for cost of copying and that such information will not be distributed to the public, may receive copies of the municipal utilities system's customers' names, addresses and phone numbers solely for law enforcement purposes. Information including names, addresses, phone numbers, and locations may be released by telephone to any 911 emergency dispatcher if the dispatcher requests the information and informs the city that an emergency exists.
 - (10) **[Note: rewritten as subsection (11)]** Police information practices in regard to criminal justice information concerning prior convictions shall be governed by the provisions of AS 12.62.010 et seq. and the regulations promulgated thereunder.
 - (11) 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 copied or released to the public.
 - (12) **[Note: this subsection moved up as subsection (1)]** Record and documents specifically exempted from disclosure by federal or state law or other city ordinance. **[Note: new subsections (13) and (14) added]**

Sec. 2-774. - Response to requests for public records.

(a) **[Note: this subsection is reworded with a more specific timeline and procedure and moved to Sec. 2-773(a)]** All city officers and employees shall, consistent with the orderly conduct of city business, make a good faith and diligent effort to provide a rapid and intelligible response

to requests for inspection of records made pursuant to this article. To effect this policy, the guidelines in this section are adopted.

(b) **[Note: this subsection is reworded and moved to Sec. 2-773(b)]** Information pursuant to this article shall be furnished promptly to the requesting party unless the information requested is declared privileged or confidential pursuant to applicable federal or state law. If the officer or employee considers the information to be privileged, he shall prepare a memorandum setting forth the date, the item of information requested, the specific provision of applicable state or federal law exempting the requested information from disclosure, and the title and signature of the person withholding the information. A copy of this memorandum shall be provided to the party requesting the information. If an officer or employee of the city called upon to furnish information pursuant to this section is uncertain as to whether the material sought is privileged or otherwise exempted from disclosure, he shall indicate this on the memorandum and shall further identify his supervisor so that the request for inspection of documents may be submitted to the officer or employee authorized to make a decision on the matter. A copy of this memorandum shall be given to the requesting party.

(c) **[Note: the proposed ordinance would make the first appeal to the Mayor, with the Mayor's decision appealable to the superior court; moved to Sec. 2-773(d)]** Any denial of a request for information or inspection of public records may be appealed to the city attorney, and a written reply will be given within seven working days either granting or denying the appeal. A party not satisfied with the decision of the city attorney may further appeal to the city council.

Sec. 2-775. - Fees.

[Note: deleted; fees are addressed under 2-772(b)] The city council has adopted a schedule of fees and charges for services stating the fee for copies of documents, media and other city services.

Sec. 2-776. - Confidential information.

[Note: this section and Sec. 2-777 are combined under Sec. 2-775; second sentence is moved to Exemptions, Sec. 2-774(13)] State law permits members of the public to inspect and copy most information in city files. However, this section exempts certain information from public inspection which would be an unwarranted invasion of the privacy of city customers or employees or the release of which information which could have an adverse effect on the finances of the city. City employees are prohibited from:

- (1) Disclosing information exempt from public disclosure to noncity employees without prior approval of the department head or pursuant to lawful subpoena.
- (2) Inspecting or copying confidential information except in the course of their official duties.
- (3) Unauthorized altering of city files.

Sec. 2-777. - Protecting electronic or computer files.

[Note: this section is summarized and combined with Sec. 776 under new Sec. 2-775] Access to information on city computer systems is available to authorized persons only. City

employees are given access to computer systems only by means of log-on identification and a password separately assigned to each employee. City employees are prohibited from:

- (1) Using another's identification and password to access information.
- (2) Allowing another to use an employee's identification and password access.
- (3) Accessing computer files other than in the course of their official duties.
- (4) Unauthorized altering of city computer files.
- (5) Disclosing information not available to the public other than to authorized persons.

Sec. 2-778. - Penalty for violations.

[Note: this section is not included in the proposed ordinance] Violation of sections 2-776 and 2-777 is a misdemeanor and is grounds for disciplinary action, including dismissal.

* * * * *

Proposed language in Ordinance No. 6170 that is not in the existing code:

1. Sec. 2-772(a) codifies the current process for making a records request.
2. Sec. 2-772(c) addresses the potential City personnel cost associated with records requests. A research fee has been in the City's fee schedule for many years and is currently being charged whenever applicable [see also [AS 40.25.110\(c\)](#)].
3. Sec. 2-772(d) adds a requirement that a requestor must sign a non-litigation affiliation statement when submitting a request.
4. Sec. 2-773(c) codifies a policy to close requests when the clerk has requested additional information or payment from a requestor and receives no response after a 30-day period.

* * * * *

Proposed fee schedule changes relating to public records:

1. All fees relating to public records are being removed from page one and consolidated into a new category on page 6 titled, "Public Records." Code section references are updated in the new section.
2. Copy charges remain the same.
3. Electronic media fee is reduced from \$25 to \$5 per disk or \$10 per SD card or USB drive. This is a more accurate reflection of the market cost of the electronic media.
4. New flat fee of \$25 for electronic services and products. An example of when this fee might be charged is when records exist in a database or software system that have to be extracted and/or downloaded into another format for a requestor.
5. Records search and preparation fee is changed from a \$50 flat fee to the actual gross hourly rate of the employee(s) searching/preparing the records request [see also [AS 40.25.110\(c\)](#)].
6. New fee at employee(s) gross hourly rate for inspection of records.

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

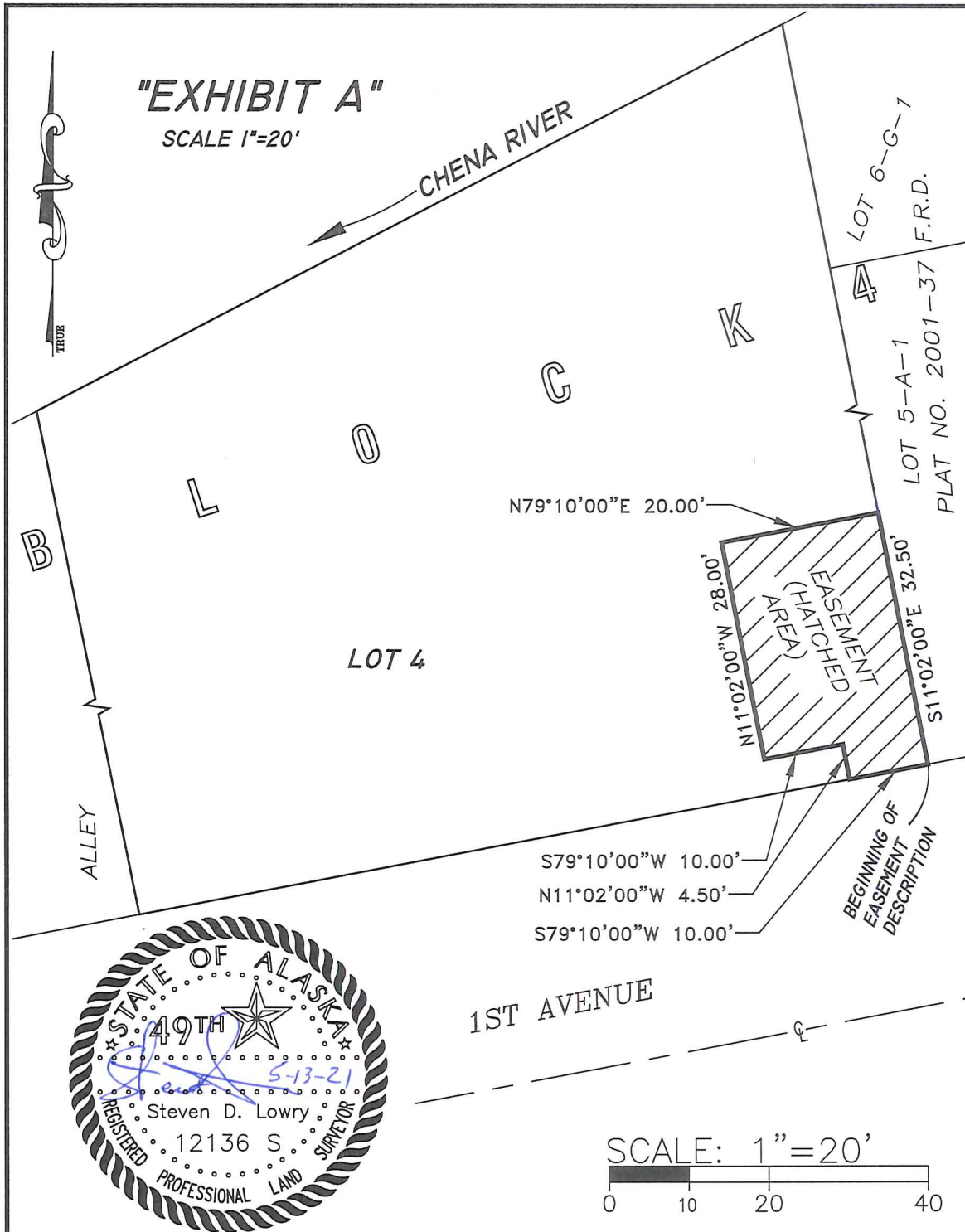
AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Danielle Snider, MMC, City Clerk

Paul J Ewers, City Attorney



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: _____

RESOLUTION NO. 4972

**A RESOLUTION ESTABLISHING THE RATE OF LEVY OF 2021 REAL
PROPERTY TAXES FOR THE CITY OF FAIRBANKS, ALASKA**

WHEREAS, the real property assessment rolls have been completed, and the Fairbanks North Star Borough Assessor's Office has advised the City Mayor that the net taxable value of real property, as defined by AS 29.71.800, within the City of Fairbanks, Alaska, is estimated at **\$2,810,040,504**.

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

Section 1. The rate of levy on the net assessed value of taxable real property is hereby fixed at **5.761** mills for municipal purposes within the City of Fairbanks. The **5.761** mill rate as provided in Fairbanks Charter Section 6.5 is comprised of three parts:

General Fund Expenditures:	4.900 mills
Voter approved services(Prop A):	.247 mills
Claims & Judgments:	.614 mills

Section 2. The taxes levied hereby are due, delinquent, and subject to penalties and interest as provided by Fairbanks General Code Chapter 74, Article II.

Section 3. Taxes in any given year may be paid in two equal installments. The first half of taxes thus levied are due on the first day of September in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day. The second half of taxes thus levied are due on the first day of November in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day.

Section 4. The sections, paragraphs, sentences, clauses, and phrases of this Resolution are severable. Should any part of this Resolution be declared unconstitutional or otherwise unlawful by a valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or unlawfulness does not affect any of the remaining sections, clauses, sentences, paragraphs, and phrases of this Resolution.

PASSED and APPROVED this 14th day of June 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

RESOLUTION NO. 4973

**A RESOLUTION REVIEWING THE CHARGES FOR GARBAGE
COLLECTION AND AMENDING THE CITY SCHEDULE OF FEES
AND CHARGES FOR SERVICES BY ADJUSTING THE PUBLIC
RECORD REQUEST FEES**

WHEREAS, Section 66-22 of Fairbanks General Code provides that garbage collection rates be adjusted each year to reflect the annual change in the Anchorage Consumer Price Index (CPI) as well as changes in the cost of fuel and tipping fees charged by the Fairbanks North Star Borough landfill; and

WHEREAS, the Fairbanks North Star Borough landfill tipping fees increased by \$5.00/ton in 2021, and the Borough is proposing an increase of \$4.00/ton in 2022; and

WHEREAS, the annual CPI decreased by 1.1 percent for 2020, which offset the increase in FNSB tipping fees resulting in no increase in the garbage collection rate but a change in the description only; and

WHEREAS, Ordinance No. 6170 to repeal and reenact FGC Chapter 2, Article VI. Public Records has been introduced to the Council for adoption, and some changes to the public records fees are commensurate with the proposed ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, to approve the attached version of the *Schedule of Fees and Charges for Services* amending the garbage collection description and public record request fees, effective July 1, 2021.

PASSED and APPROVED this 14th day of June 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
Administrative		Records Search	\$ 50.00		Per hour for City staff time exceeding five hours
		Copy of Annual Budget or CAFR			Actual cost of commercial preparation
	2-601	Returned Check	\$ 50.00		Per check
	2-775	Copies of Public Records (without file research)	\$ 1.00		First page; \$0.25 thereafter (rounded from \$1.10)
		Copy of Police Report	\$ 25.00		Per report (victim not charged)
		Charges for Telephonic Payments	\$ 10.00		Per payment
		Electronic Media	\$ 25.00		Rounded from \$28.00 per item of media: tape, disk, CD, sheet, etc. (without need for staff time to research)
		Certified Copy	\$ 10.00		Per record; flat rate
		Corrective Deed	\$ 100.00		Non-Refundable Application Fee
			\$ 100.00		Recording fee
			\$ 75.00		Hourly rate for professional staff time (rounded from \$83)
		Temporary Caterer's Application	\$ 25.00		3 or more days notice (rounded from \$28)
			\$ 50.00		Less than 3 days notice
46-42	Noise Variance	\$ 100.00		Non-refundable application - permit fee	
Alarm Service	26-55	Private Alarm System Connection to City Dispatch Center	\$ 100.00		Application or annual registration & annual information update
			\$ 50.00		Per month
	26-79	False/Nuisance Alarms (Police and Fire)	\$ -		Up to 5 in a calendar year
			\$ 250.00		For each alarm over 5 per calendar year (FECC Manager is authorized to determine whether extenuating circumstances exist in situations with more than 5 calls)
Building	Chapter 10	Building Fees			See Building Department Administrative Code

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description	
Engineering	70-321	Moving snow from private property onto street or sidewalk or failure to remove snow from sidewalk.	\$200.00 or actual cost, whichever is higher		Charge for services to owner or actual person in violation of Ordinance	
	70-322	Planting in Public Space	\$ 200.00		Charges for services to owner or actual person who planted in violation of Ordinance	
		ROW PERMITS:				
		ROW Excavation (Major)	\$585 + \$0.35		\$585 + \$0.35 per LF for Trench Installations	
		ROW Excavation (Minor)	\$410 + \$0.20		\$410 + \$0.20 per LF for Trench Installations	
		Driveway Connection to City ROW	\$ 295.00		Permit; safety review; inspection before & after pour	
		Sidewalk or Street Closure	\$ 175.00		Permit; ADA compliance	
		ZONING SERVICES:				
		Replat, four or fewer lots	\$ 175.00			
		Replat, subdivision, more than four lots.	\$ 295.00			
		Quick Plats	\$ 175.00			
		STORM WATER:				
		Stormwater Treatment/Connection/Discharge Plan Review	\$ 350.00		Includes engineering plan review, developer meeting, and site inspection.	
		Cooling Water Discharge Connection Permit	\$ 200.00		(per Ordinance No. 5613)	
		Cooling Water Discharge Connection to Storm Drain System Annual Maintenance Fee	\$ 500.00		(per Ordinance No. 5613)	
		Erosion and Sediment Control Plan Review	\$ 175.00		10,000 sq.ft. to 1 acre	
		SWPPP Plan Review	\$ 350.00		1 - 5 acres	
			\$ 480.00		5 - 10 acres	
		SWPPP Site Inspection	\$ 175.00		Review paperwork; review field BMPs	
		Plat & Map copies	\$ 6.00		Per copy	
		11 x 17 copies	\$ 2.00		Per copy	
		8.5 x 11 copies	\$ 1.00		First page; \$0.25 per page thereafter	
		Miscellaneous Services	Actual cost		Per hour at current charge-out rate	
		Planimetric/Aerial Photograph GIS	\$ 300.00			
	Developer's Agreement	Actual cost		TBD based on meetings with City Engineer		

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description	
Emergency Services	26-111	Ambulance Services	\$ 1,000.00		Advanced and Basic Life Support Transport	
			\$ (50.00)		Discount for Fairbanks resident	
			\$ 150.00		Life assist, after 5 within 12 weeks	
			Additional Patient Transport Mileage	\$ 12.00		Per mile; for all miles
			Non-emergency assistance to private care facilities	\$ 75.00		Per hour; one hour minimum. Physical assistance in moving patients or clients.
			Emergency Fire Equipment Response to Motor Vehicle Accident	\$ 400.00		Per vehicle involved in accident that requires emergency response which has received property damage for owner of vehicle that caused accident
	30-1		Fire Inspection, investigation, technical services	\$ 85.00		Per employee hour, one hour minimum. One free follow up. When deficiencies are not corrected within the time specified by the Fire Inspector, fees are doubled for a second inspection and tripled on a third visit.
	30-1			\$ -		Initial inspection no charge
			Routine Safety Checks, response to safety complaints	\$ 85.00		Per hour, when deficiencies are not corrected within the time specified by the Fire Inspector; fees are charged for a second inspection if substantial compliance not completed; tripled on a third visit.
			Mutual Aid			No fee
			Fire Training Center	\$ 60.00		4-hour block, Fire Training Center tower and grounds
				\$ 30.00		4-hour block, Fire Training Center conference room
				\$ 60.00		4-hour block, Fire Training Center large classroom
	30-1		In-Service Inspection	\$ 50.00		Per employee hour; 0.5 hour minimum (only applied to uncorrected items from "no charge" first inspection)

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
Events	14-73	Multi-Vendor Events	\$ 500.00		20+ vendors, not to exceed \$1,200/calendar year for multiple events by same applicant
			\$ 500.00		Recurring events (non-consecutive days)
			\$ 250.00		Events with less than 20 vendors
	78-572	Special Events (using streets or sidewalks)	\$ 100.00		Each event timely permit application - 20 or more calendar days in advance of event
			\$ 200.00		10 calendar days or more in advance
			\$ 500.00		Less than 10 calendar days advance notice
Occupational	14-123	Private Detective	\$ 75.00		Application fee; non-refundable
	14-123		\$ 400.00		Two-year license
	14-131		\$ 10,000.00		Bond for Alaska residents
		\$ 20,000.00		Bond for out-of-state applicants not licensed in at least two other states	
	14-294	Master Plumber	\$ 200.00		Non-refundable application & exam fee
			\$ 200.00		3-year license - each applicant
	14-431	Master Operator's License	\$ 250.00		2-year license - entity
	14-361	Commercial Refuse	\$ 2,000.00		2-year license - entity
	86-51	Vehicle for Hire	\$ 100.00		One-time application fee for entity; non-refundable
			\$ 400.00		2-year permit fee - entity
			\$ 200.00		Per vehicle permit for 2 years
	86-55		\$ 100.00		Transfer fee - vehicle or entity
86-82	Chauffeurs License	\$ 75.00		Each time app fee; non-refundable	
		\$ 100.00		2-year license - each driver	
Business License Fees (Based on Gross Receipts)	14-602	\$ 0 - 49,999	\$ 40.00		
		50,000 - 249,999	\$ 120.00		
		250,000 - 999,999	\$ 350.00		
		1,000,000 - 2,999,999	\$ 580.00		
		3,000,000 - 9,999,999	\$ 1,125.00		
		10,000,000 - 19,999,999	\$ 2,200.00		
		20,000,000 - 39,999,999	\$ 3,350.00		
		40,000,000 - 59,999,999	\$ 4,500.00		
		60,000,000 - 79,999,999	\$ 5,900.00		
		80,000,000 - 99,999,999	\$ 11,500.00		
100,000,000 - 119,999,999	\$ 16,000.00				
120,000,000 - and above	\$ 25,000.00				

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
Garbage Collection	66-22	Single Family Dwelling	\$ 88.00		Per quarter (rounded from \$88.06 -\$88.13)
		Duplex	\$ 176.00		
		Triplex	\$ 264.00		
		Fourplex	\$ 352.00		
	66-23	Senior Rate	\$ 68.00		Per quarter (rounded from \$67.77 -\$68.35)
	66-42	Improper containment or disposal of household medical wastes (sharps)	\$ 200.00		Employee health risk exposure and work loss time
	66-42	Improper containment or disposal of hazardous wastes	\$ 25.00		
	66-42	Improper containment or disposal of ashes	\$ 25.00		
66-62	Container/receptacle abatement	\$ 25.00			
66-24	Oversized Garbage Pickup (no freezers or refrigerators)	\$ 85.00		Per trip, pre-paid	
Vehicle Impound Fees	78-971; 78-972	Admin Fee	\$ 1,000.00		
		Vehicle Bail Schedule (1st offense)	\$ 500.00		Note: Set by 78-972(c)
		Vehicle Bail Schedule (previously convicted)			
		Vehicle Age:			
		20 years or older	\$ 1,000.00		
		15 - 19 years	\$ 2,000.00		
		10 - 14 years	\$ 3,000.00		
	5 - 9 years	\$ 4,000.00			
	0 - 4 years	\$ 10,000.00			
	Tow Fee	\$ 135.00		Flat tow charge	
78-973	Storage fees	\$ 20.00		Per day	
	Access Fee	\$ 75.00		Per hour, one-hour minimum per trip	
Public Works		Public Works Hourly Staff Rate	\$ 80.00		Per hour for specialty, non-fire mechanic Public Works staff time (1-hour minimum)
		Public Works Fire Bay Rate	\$ 50.00		Per hour; max of \$250 per day (1-hour minimum)
		Public Works Fire Bay Mechanic(s) Rate	\$ 190.00		\$95 per hour rate for 2 specialty fire mechanics (2 mechanics for safety; 1-hour minimum)
		Public Works Mechanic, Contract Rate	Negotiated		Per MOA with outside agency

City of Fairbanks Schedule of Fees and Charges for Services

As of Resolution No. 4973 - Effective June 14, 2021

Category	Code Sec.	Topic	Current Fee	Proposed Fee	Description
<i>Public Records</i>	<u>2-772(b)</u>	<u>Copies</u>	\$ 1.00	<u>\$1.00/\$0.25 per page</u>	<u>\$1.00 for first page; \$0.25 per page thereafter. The standard unit charge for copies of public records shall be levied for each hard copy made by copier or printer.</u>
	<u>2-772(b)</u>	<u>Electronic Media</u>	\$ 25.00	<u>Varies</u>	<u>\$5.00 per disk; \$10.00 per USB drive or SD card</u>
	<u>2-772(b)</u>	<u>Electronic Services and Products</u>		<u>\$ 25.00</u>	<u>The City may provide electronic services and products involving public records to public members. This fee is in addition to all other fees under this heading.</u>
	<u>2-772(c)</u>	<u>Records Search and Preparation</u>	\$ 50.00	<u>Gross hourly rate</u>	<u>Hourly fee based on gross hourly rate of employee(s) searching/preparing records requested; time shall include time spent duplicating records</u>
	<u>2-772(c)</u>	<u>Inspection of Records</u>		<u>Gross hourly rate</u>	<u>Hourly fee based on gross hourly rate of employee(s) making records available for public inspection. The rate shall be charged for the entire time records are in control of the employee and open for inspection.</u>

RESOLUTION NO. 4974

A RESOLUTION EXTENDING THE MAYOR'S DECLARATION OF A DISASTER EMERGENCY AND EXTENDING THE TEMPORARY PROVISIONS OF ORDINANCE NO. 6126 REGARDING TELEPHONIC PARTICIPATION OF COUNCIL MEMBERS AND CONDUCT OF COUNCIL MEETINGS

WHEREAS, since March 2020, the Mayor and City Council have taken many actions in response to the COVID-19 pandemic, including the efficient and effective disbursement of CARES Act funds to the community; and

WHEREAS, recently there has been good news concerning vaccines for the coronavirus, but certain aspects of the pandemic are still of concern; and

WHEREAS, on March 24, 2020, Mayor Matherly issued a Declaration of a Disaster Emergency Within the City of Fairbanks for the COVID-19 Pandemic and Requesting State and Federal Assistance, which has been extended five times (Resolutions 4907, 4909, 4913, 4928, as Amended, and 4946, as Amended) and is set to expire on June 30, 2021; and

WHEREAS, the Council enacted Ordinance No. 6126 that authorized telephonic participation by council members at City Council meetings and authorized the Mayor to modify the provisions of the Fairbanks General Code regarding the conduct of public meetings through May 31, 2020, which was extended three times (Resolutions No. 4913, 4928, as Amended, and 4946, as Amended) and is set to expire on June 30, 2021; and

WHEREAS, Resolution No. 4928, as Amended, authorized remote participation of council members and members of the community using an online platform; and

WHEREAS, an extension of the Mayor's declaration of emergency and the provisions of Ordinances No. 6126 is warranted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairbanks, that the Mayor's Declaration of a Disaster Emergency Within the City of Fairbanks for the COVID-19 Pandemic and Requesting State and Federal Assistance is hereby extended through December 31, 2021, unless extended or terminated by further resolution of the City Council; and

BE IT FURTHER RESOLVED that the temporary provisions of Ordinance No. 6126, authorizing the telephonic participation of council members at City Council meetings and authorizing the Mayor to modify provision of the Fairbanks General Code regarding public meeting and the temporary provision approved by Resolution 4928, as Amended, allowing remote participation of council members and community members

via an online platform, are hereby extended through December 31, 2021, unless extended or terminated by further resolution of the City Council.

PASSED and APPROVED this 14th Day of June 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

RESOLUTION NO. 4975

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO
APPLY FOR AND ACCEPT FUNDS FROM THE ALASKA DIVISION
OF HOMELAND SECURITY FOR THE FFY2021 EMERGENCY
MANAGEMENT PERFORMANCE GRANT**

WHEREAS, the City of Fairbanks received notification from the Alaska Division of Homeland Security and Emergency Management that the City is eligible to apply for Emergency Management Performance Grant (EMPG) funds to enhance response capabilities; and

WHEREAS, the City of Fairbanks will use funds to enhance emergency planning and operations; and

WHEREAS, the City of Fairbanks plans to request \$8,000, and a required match of \$8,000 will be provided through in-kind personnel costs.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting and accepting funds on behalf of the City for the FFY2021 Emergency Management Performance Grant.

PASSED and APPROVED this 14th Day of June 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: 4975

Abbreviated Title: FFY2021 EMPG APPLICATION & ACCEPTANCE

Department(s): FIRE 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
Personnel Wages & Benefits			\$16,000	\$16,000
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$0	\$0	\$16,000	\$16,000

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
Grant Fund (Federal)			\$8,000	\$8,000
General Fund			\$8,000	\$8,000
				\$0
TOTAL	\$0	\$0	\$16,000	\$16,000

The City does not anticipate additional costs associated with this project. This grant provides funds which offset cost of hours spent on emergency planning and operations. The \$8,000 match will come from in-kind personnel costs.

Reviewed by Finance Department:

Initial CP

Date 6/4/2021

ORDINANCE NO. 6172

**AN ORDINANCE TO REPEAL AND REENACT FAIRBANKS GENERAL CODE
CHAPTER 74, TAXATION**

WHEREAS, Fairbanks General Code, Chapter 74, Taxation, sets the procedures for taxation within the City of Fairbanks; and

WHEREAS, Chapter 74 has not been thoroughly reviewed since its adoption; and

WHEREAS, the Administration, with input from the Finance Department staff, the City Clerk, and the City Attorney, is proposing revisions to this Chapter; and

WHEREAS, the City Finance Committee conducted an in-depth review of Chapter 74 at eight Finance Committee meetings and recommends the proposed revisions.

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

Section 1. The Fairbanks General Code, Chapter 74, Taxation, is hereby repealed and reenacted as follows:

Chapter 74
TAXATION

Article I. In General

Secs. 74-1—74-30. Reserved.

Article II. Property Tax

Sec. 74-31. Definitions.

Unless the context requires otherwise, all terms used in this article have the same meanings as they are given in Title 8, Division 1 of the Fairbanks North Star Borough Code of Ordinances.

Sec. 74-32. Property subject to general taxation.

All real property within the city not expressly exempted by ordinance of the city council is subject to annual taxation. The grant of an optional exemption or exclusion by the borough under AS. 29.45.050, or any other statute, will not apply to real property within

the city unless the city council concurs by ordinance. The tax must be used for municipal purposes and for such other purposes as are or may be authorized.

Sec. 74-33. Tax levy and collection.

(a) The city council shall annually determine the rate of levy by resolution adopted before June 15th. The city council by June 15th of each year shall present to the borough assembly a statement of the city's rate of levy.

(b) The real property tax levied by the city will be enforced and collected by the borough in the same manner, at the same time, and under the same procedures as provided by borough ordinance, resolution, and regulation for collection of real property taxes levied by the borough.

(c) The penalties, interest, and costs provided by borough ordinances for failure to file real property tax returns or pay real property taxes levied by the borough are adopted by reference as the penalties, interest, and cost for failure to file real property tax returns or pay property taxes levied by the city.

Sec. 74-34. Residential property tax exemption.

(a) Residential real property within the city is exempt from property tax as set forth in AS 29.45.050(a), provided that:

- (1) The property is owned and occupied as a residence by the owners of record.
- (2) The owners of record must sign a real property exemption statement and file the statement with the borough assessor prior to April 1 of the tax year. The owners of record need not file such a statement for successive tax years if there is no change in ownership and no change in occupation as a residence by the owners of record.

(b) The maximum amount of the real property tax exemption provided for under AS 29.45.050(a) and this section shall be 20 percent of the assessed value, up to a maximum of \$20,000.

Sec. 74-35. Tax revenue surpluses.

Any tax surplus arising under Charter section 6.5 lapses to the city general fund where the amount of the annually audited surplus does not exceed two percent of total tax revenues. A surplus which exceeds two percent of total tax revenues will, to the extent of the excess, be carried forward to the next fiscal year and credited to the maximum allowable estimated tax revenues established in accordance with Charter section 6.5.

Sec. 74-36. Economic development property tax exemption or deferral.

(a) The council may grant a partial or total exemption and/or deferral for economic development property only if the granting of such exemption and/or deferral will provide economic benefit to the City, and

- (1) The exemption and/or deferral will provide measurable public benefits commensurate with the level of incentive granted;
- (2) The property owner is in compliance with all state and local tax obligations;
- (3) The location of the trade, industry, or business is compatible with land use and development plans of the borough; and
- (4) The exemption and/or deferral is necessary to allow adequate time for improvements to be completed and revenue to be generated by the property.

(b) Economic development property means real property that:

- (1) Has not previously been taxed as real or personal property by the city; however, improvements on properties may be partially or wholly tax exempted or deferred under this section.
- (2) Is used in trade or city business in a way that:
 - a. creates employment in the city directly related to the use of the property that does not supplant jobs in another similar industry; or
 - b. generates sales outside of the city of goods or services produced in the city; or
 - c. materially reduces the importation of goods or services from outside the city.
- (3) Has not been used in the same trade or business in another city for at least six months before the application for deferral or exemption is filed; this limitation does not apply if the property was used in the same trade or business in an area that has been annexed to the city within six months before the application for deferral or exemption is filed; this subsection does not apply to inventories.

(c) An ordinance by the Fairbanks City Council must precede any action to authorize a tax exemption or deferral under this section.

Secs. 74-37 – 74-39. Reserved.

Article III. Sales & Excise Tax Requirements

Sec. 74-40. Definitions.

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

Buyer means, without limiting the scope thereof, any person or entity that purchases or contracts to purchase any product.

Certification of registration means the certificate issued by the chief financial officer under section 74-41.

Chief Financial Officer (CFO) means the chief financial officer of the City of Fairbanks or designee.

City means City of Fairbanks.

Consideration means anything of value, including but not limited to money, credit, rights, goods, services, and property, received by a seller from a buyer.

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

Discount means a two percent reduction of taxes due to the city if the seller submits a sales tax return and pays the tax due pursuant to the deadline set forth in section 74-44(e).

Distributor means any person or entity that:

- (1) brings products, has products brought, or causes products to be brought into the city and who sells or distributes products to others for resale in the city; or
- (2) ships or transports products to a retailer in the city for sale by the retailer.

Estimated tax means the tax determined under section 74-45.

Nontaxable sales mean any sale made within the city that is exempt from levied taxes.

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

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

Received means date stamped by the city clerk's office. Postmarked is not considered received.

Resale means the act of selling to any person or entity for reselling.

Retail sales mean the transfer of any product to any consumer for any consideration.

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

Sale made within the city means any retail sale where:

- (1) the buyer takes possession of, or title to, the purchased product within the city; and/or
- (2) the seller receives consideration for the purchased product within the city.

Sales tax return means the monthly filing form provided to sellers by the city, signed and dated by the seller or their designee, detailing any gross sales, exemptions, discounts, penalties, credits, and taxes due.

Seller means any person, distributor, or any other entity that sells, rents, or contracts to sell to a buyer.

State of Alaska license means:

- (1) Alcoholic Beverage – state license or permit as required by AS 43.70 and AS 04.11
- (2) Room Rental – state license as required by AS 43.70
- (3) Tobacco Products – state license as required by AS 43.70 and AS 43.50
- (4) Marijuana – state license as required by AS 43.70 and AS 17.38
- (5) Gasoline – state license as required by AS 43.70, AS 43.40.100(3) and 15 AAC 40.600.

Tax means amount levied for alcoholic beverage, room rental, tobacco, marijuana, and gasoline sales as set forth in this chapter.

Taxable sales mean any sale made within the city that is not exempt from levied taxes.

Unremitted tax means:

- (1) Any tax not remitted to the city that a seller is required by this chapter to collect from a buyer, notwithstanding whether the seller actually collects such tax from a buyer; and
- (2) Any estimated tax not remitted to the city.

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

Sec. 74-41. Seller registration and certification.

(a) All sellers subject to this article must possess a current certificate of registration for the purpose of collecting and remitting tax prior to engaging in any sales, commencing business, or opening additional places of business within the city.

(b) All sellers requiring a certificate of registration under subsection (a) of this section must possess a current State of Alaska license(s) as defined in section 74-40 and a current City of Fairbanks business license. All sellers must provide the city with the respective business license numbers.

(c) Upon receipt of a properly executed application for the certificate of registration, on a form prescribed by the CFO, the CFO will issue, without charge to the seller, a certificate of registration. The certificate of registration must bear the name of the seller and the address of the registered place of business. The certificate must be prominently displayed at the place of business with all business licenses.

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

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

(f) The CFO may revoke a certificate of registration if a seller fails to comply with any of the provisions of this article. A seller may not engage in taxable sales while the certificate of registration is revoked.

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

(h) Any entity acquiring an ownership interest in an ongoing business or the accounts receivable of a business, whether by purchase, assignment, foreclosure, relinquishment, or otherwise, is liable for the payment of taxes, penalties, and interest

accruing and unpaid to the city on account of the operation of the business by the former owner.

(i) A person or entity issued a temporary certificate of registration is subject to this article for the month of issuance.

Sec. 74-42. Retailer not to assume tax.

No retailer may advertise, hold out, or state to the public or to any buyer, directly or indirectly, that the tax or any part of the tax imposed by this chapter will be assumed or absorbed by the retailer, that the tax will not be added to the sale, or that the tax will be refunded. No retailer may assume, absorb, or fail to add the tax or any part of the tax to a taxable sale, or refund any pretended tax to the buyer, or fail to separately state the tax to the buyer.

Sec. 74-43. Segregation of taxes collected.

Upon collection by the retailer of the taxes imposed in this chapter, title to the collected taxes vests in the city. Pending transmittal to the city, the retailer must hold the tax funds in trust for the benefit of the city.

Sec. 74-44. Sales tax returns; transmittal; and payment of taxes due.

(a) Every seller possessing a current certificate of registration must, on or before the last business day of each month, file a properly completed sales tax return for the preceding month upon forms furnished by the CFO and remit payment for taxes due. The form must provide the following:

- (1) The amount of sales made within the city as defined in section 74-40.
- (2) The amount received from nontaxable sales.
- (3) The amount received from all taxable sales.
- (4) The amount of tax.
- (5) Other information and supporting papers as the CFO may require.

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

(c) A report must be filed by every seller possessing a current certificate of registration even if the seller has not engaged in taxable retail sales during the reporting period.

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

(e) A two percent reduction in the taxes due will be applied if the sales tax return and payment in full is received by 4:00 p.m. on the 15th day of the month following tax

collection. If the 15th day of the month falls on a city-observed holiday or a weekend, the sales tax return and payment must be received by 4:00 p.m. on the last business day immediately preceding the 15th to be eligible for the two percent reduction.

Sec. 74-45. Estimated tax.

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

Sec. 74-46. Administrative appeals.

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

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

(c) An administrative appeal decision by the mayor will be enforced under this article unless stayed by court order or by agreement of the city and appellant. The mayor's final decision may be appealed to the superior court pursuant to the Alaska Rules of Appellate Procedure.

Sec. 74-47. Presumption; credit.

(a) Every sale made within the city, unless explicitly exempted, is presumed to be subject to the tax imposed under this chapter in any action to enforce the provisions of this article.

(b) A credit will be allowed for taxes erroneously collected. Such credit will be made by the CFO after receipt and review of documentation and amended return supporting such request. Upon receipt of such documentation, the CFO will examine the documentation and submit a written decision within 15 days.

Sec. 74-48. Confidential information.

(a) All returns filed with the city for the purpose of complying with the terms of this article and all data obtained from such returns are confidential, and such returns and data obtained from such returns will be kept from inspection of all persons except the CFO, the city clerk, and the city attorney. Upon the advice of the city attorney, the CFO may present to the finance committee or city council in private sessions assembled, any return or data obtained from such returns.

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

(c) It is the duty of the CFO to safely keep the returns referred to in this article and all data taken from such returns secure from public and private inspection as provided in the article. The CFO may, after three years from the date any such return has been filed, destroy the return.

(d) The use of such returns in a criminal or civil action brought to enforce the terms of this chapter against any person is not a violation of this article. The city in the prosecution of any such action may allege, prove, and produce any return filed by and on behalf of the defendant, including any data obtained from such return.

(e) Nothing in this article will be construed to prohibit a seller or their duly authorized representative from receiving a copy of any return or report filed by the seller, or to prohibit the publication by the city of statistics classified to prevent the identification of particular reports or returns.

Sec. 74-49. Recordkeeping duty; investigation.

(a) A seller must keep complete and accurate books, records, and accounts showing all inventory purchases and gross receipts for all sales made within the city for a period of three years from the date of each sale. In addition to all record keeping requirements under this article, a seller must maintain all written and electronic records relating to any sale for a period of three years after such sale, including but not limited to:

- (1) All local, state, and federal tax reports and forms;
- (2) All accounting records;
- (3) All sales receipts; and
- (4) All documentary evidence supporting any exemption.

(b) Upon reasonable notice, a seller must make all records and materials specified in subsection (a) of this section available for inspection by the CFO or authorized representative during customary business hours.

(c) The CFO may conduct random audits of a seller's monthly reports by examining any of the records and materials specified in subsection (a) of this section and other data deemed necessary.

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

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

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

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

Sec. 74-50. Additional recordkeeping duty; distributor.

(a) In addition to the requirements in section 74-49, a distributor must keep a complete and accurate record of all products manufactured, purchased, or acquired. The records, except in the case of a manufacturer, must include:

- (1) A written statement containing the name and address of the seller and the purchaser;

- (2) The date of delivery;
- (3) The quantity and type of products;
- (4) The trade name and brand; and
- (5) The price paid for each brand of product purchased. The distributor must keep such other records as the CFO prescribes. All statements and records required by this section must be preserved for three years and must be offered for inspection upon demand by the city.

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

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

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

Sec. 74-51. Recovery of taxes.

(a) Taxes due but not paid may be recovered by the city by legal action against the buyer or distributor. Taxes collected or owed but not transmitted may be recovered by an action against the seller, and sales tax returns will be prima facie proof of taxes collected but not transmitted.

(b) The city may file a civil action against any seller or buyer for recovery of any tax, unremitted tax, penalties, interest, costs, and fees that have not been paid or remitted when due.

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

Sec. 74-52. Tax lien.

(a) Any tax, unremitted tax, penalties, interest, costs, and fees that this chapter requires a seller or buyer to pay, or remit constitutes a lien in favor of the city upon all assets, earnings, revenue, and property of the seller, other persons liable under subsection 74-51(c), or the buyer. This lien arises when any such payment or remittance is not made when due and continues until the payment or remittance is fully satisfied through execution, foreclosure sale, or any other legal means. This lien is not valid against a mortgagee, pledgee, purchaser, or judgment creditor until notice of the lien is recorded in the office of the district recorder for the fourth judicial district.

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

Sec. 74-53. Foreclosure.

(a) Delinquent sales tax liens on real property may be enforced by quarterly foreclosures on March 31, June 30, September 30, and December 31.

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

Sec. 74-54. Interest rate; administrative costs.

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

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

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

Sec. 74-55. Penalty for violations.

(a) A seller who has made sales in the city and who thereafter fails to file a sales tax return or remit the collected tax as required by this article will incur a civil penalty of \$100.00 if the return or the tax payment is received later than the due date set forth in subsection 74-44(d) and will incur a civil penalty of \$1,000.00 if the return or the tax payment is received later than the last business day of the month following the month in which it was due.

(b) A seller who does not provide required records upon request as listed in section 74-49 and 74-50 will incur a civil penalty of \$1,000.00.

(c) A seller who fails to collect taxes as required by this chapter will incur a civil penalty of double the tax which should have been collected.

(d) Any person who makes any false statement to a seller or to the CFO or mayor which is material in determining whether a sale is taxable under this chapter is guilty of a misdemeanor and will be punished as provided in section 1-15.

(e) Any seller and any officer of a corporate seller failing to file a certificate of registration or failing to furnish the data required in connection with such certificate or failing to display or surrender the certificate of registration as required by this article or attempting to assign or transfer such certificate is guilty of a misdemeanor and will be punished as provided in section 1-15.

(f) Any person who violates any provisions of this article other than those contained in subsections (a) through (c) of this section is punishable as provided in section 1-15. A separate offense will be deemed committed upon each day of a continuing violation.

Sec. 74-56. Collection policy.

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

Sec. 74-57. Rules and regulations.

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

(b) The CFO will take all lawful and necessary actions to administer this chapter including, but not limited to, adopting, and revising procedures, fees, and written guidelines for the determination of the taxability of sales.

(c) The CFO may also take other lawful actions to administer this chapter including, but not limited to, issuing written determinations of the taxability of specific sales upon request and contracting services for collection of delinquent accounts.

(d) With the approval of the CFO, the finance department staff will prepare, implement, and revise forms for the administration of this chapter.

Secs. 74-58 – 74-65. Reserved.

Article IV. Alcoholic Beverage Sales Tax

Sec. 74-66. Definitions.

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

Alcoholic beverage includes but is not limited to whiskey, brandy, rum, gin, wine, ale, porter, beer, and all other spirituous, vinous, malt, and other fermented or distilled liquors intended for human consumption as a beverage and containing more than one-half of one percent alcohol by volume, whether produced commercially or privately.

Buyer means, without limiting the scope thereof, any person or entity that purchases or contracts to purchase any alcoholic beverage for consumption and not for resale.

Consideration means anything of value, including but not limited to money, credit, rights, goods, services, and property received by a seller from a buyer.

Resale (wholesale sales) means the act of selling any alcoholic beverage to any person or entity for reselling such alcoholic beverage in its original form.

Retail sales mean the transfer of any alcoholic beverage to any consumer for any consideration.

Sale made within the city means any retail sale where:

- (1) the buyer takes possession of or title to the purchased alcoholic beverage within the city; and/or
- (2) the seller receives consideration for the purchased alcoholic beverage(s) within the city.

Sales price means the price of any alcoholic beverage including all component parts. Any other fees added must be itemized on the sales slip, a copy of which must be given to the customer upon request. All fees must be conspicuously posted. These additional fees cannot be used to circumvent the normal price of the beverage.

Seller means any person or entity that sells or contracts to sell any alcoholic beverage to a buyer.

Tax means the alcoholic beverage tax as levied under this article.

Sec. 74-67. Alcoholic beverage sales tax levy.

There is levied within the corporate limits of the city a tax of five percent upon the sales price of all retail sales of alcoholic beverages made within the corporate limits of the city.

Sec. 74-68. Exemptions from alcoholic beverage tax collection.

Sales covered under a permit issued to a nonprofit entity by the Alcohol & Marijuana Control Office (AMCO) for a special event or wine auction are exempt from alcoholic beverage tax collection.

Sec. 74-69. Obligation of payment by buyer.

The obligation for the payment of the tax is upon the buyer. All taxes imposed by this article are due and payable by the buyer at the time of sale or, with respect to credit transactions, at the time of collection, and are delinquent if not paid when due.

Sec. 74-70. Obligation of seller to collect.

Every seller making sales taxable under this article must collect the taxes from the buyer at the time of sale, or with respect to credit transactions at the time of collection of sales price and must deliver the same to the City of Fairbanks in accordance with the requirements in Article III (Sales & Excise Tax Requirements).

Secs. 74-71 – 74-115. Reserved.

Article V. Room Rental Tax

Sec. 74-116. Definitions.

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

Chief Financial Officer (CFO) means the chief financial officer of the City of Fairbanks or designee.

Consideration means anything of value, including but not limited to, money, credit, rights, goods, services, and property received by a seller from a buyer.

Guest or renter means an individual, firm, partnership, joint venture, club, fraternal organization, association, corporation, estate, trust, receiver, or any other entity or group who pays rent for a room for 30 consecutive days or less.

Permanent resident means any natural person who has or will have the right of occupancy of any room or rooms for more than 30 consecutive days.

Rent means the consideration charged for occupancy of a room, including all receipts, cash, credits, and property or services of any kind, and includes charges for any equipment such as rollaway beds and cribs.

Room means any structure or portion of a structure, permanent or temporary, fixed, or mobile, in which a person, for money or other consideration, may obtain lodging, dwelling, or sleeping accommodations. This term includes hotels, apartment hotels, motels, tourist homes, houses, courts, lodging houses, inns, rooming-houses, hostels, trailers, bed and breakfasts, dormitories, third party rentals, and any other facility, structure, or room of whatever name where space for lodging, dwelling, or sleeping may

be secured for consideration. "Room" does not include any hospital, self-contained and powered motor home, tent or tent space, medical clinic, sanitarium, nursing home, any student dormitory operated by the University of Alaska, or any temporary lodging within a military installation when that lodging is operated by the United States.

Seller means any person or entity that furnishes, offers for rent, or otherwise makes available a room, whether acting directly or through an agent or employee.

Tax means the room tax as levied under this article.

Sec. 74-117. Room rental tax purpose and limitation.

(a) The tax on the daily rental of rooms levied by this article is for the primary purpose of funding services for the promotion of the tourist industry and other economic development, and for the funding of services for the general public.

(b) Subject to annual appropriation, revenues collected under this article will be allocated as follows:

(1) The City of Fairbanks will receive 22.5 percent for fund collection, administration, and tourism impact.

(2) \$400,000.00 will be distributed annually as follows:

Fairbanks Economic Development Corporation	\$100,000.00
Golden Heart Plaza and Barnette Landing Maintenance	\$ 30,000.00
Discretionary Grants	\$270,000.00

(3) All remaining room rental tax revenues will be distributed to the Fairbanks Convention and Visitors Bureau dba Explore Fairbanks (hereinafter "Explore Fairbanks").

(c) Revenue collected under this article will be made available to Explore Fairbanks, the Fairbanks Economic Development Corporation, and Golden Heart Plaza and Barnette Landing Maintenance no later than the last day of the month directly following the month in which the revenues are collected by the city.

(d) Any organization, public or private, or any person may submit a discretionary grant application and proposal to the city no later than October 31st for distribution in the next calendar year. The city council will establish standards and criteria for selection and publish them for a reasonable period before the applications are to be submitted. The mayor will appoint a committee, with city council concurrence, to review the proposals and make recommendations to the city council no later than the first regular meeting in January.

(e) Any recipient of funding under this article must execute a contract with the city setting forth terms and conditions deemed necessary to enable the city to assure compliance with the purposes and limitations under this section. In addition, Explore Fairbanks and the Fairbanks Economic Development Corporation board of directors and/or director must remit complete and fully detailed budget documents and a plan outlining projected goals and objectives directly to the city council before November 1st of each year for presentation and review as a condition of funding. At the same time each of these agencies must submit a complete and detailed report of current year's progress and accomplishments.

(f) Discretionary grant recipients will be required to report to the CFO that funds were used exclusively for the purposes stated in the grant application. Ten percent of these appropriations will be withheld until the complete report is filed with the CFO. Prior to receiving any funding under this section, applicants must agree to reimburse the city the full amount of any grant funds not used for the purposes stated on the application. Certification that funds were used as approved is due by October 31 of the year of grant funding; funds not spent or encumbered for approved purposes must be returned by that date. An organization that fails to comply with the October 31 deadline is ineligible to seek funding for the following year, but if complete reporting and repayment is made by October 31 of the following year, the organization may reapply for future funding. An organization that does not comply within one year of the deadline is ineligible to receive funding for three additional years.

(g) The city council establishes the following criteria and process for discretionary grants.

- (1) The primary purpose of discretionary grants is the promotion of the tourism industry and other economic development in the City of Fairbanks. Discretionary grants cannot support the following:
 - a. Loans, deficits, or debt reduction.
 - b. Endowments.
 - c. Scholarships.
 - d. Health and social services activities.
- (2) A discretionary fund committee will be composed of five community members and a council person, who will function as the chair, all appointed by the mayor. The members of the committee will serve three-year terms with a limit of two consecutive full terms. Unless appointed to fill a vacancy, terms begin July 1 and expire June 30.
- (3) Grant guidelines:
 - a. The applicant must complete the application in its entirety and may submit financial information in their format including:
 1. Balance sheet for the last fiscal year.

2. Income and expense statement for the last fiscal year.
 3. Applicant's projected budget for the upcoming year.
 4. Wage and salary information for employees for current and upcoming year.
- b. If an applicant has the disbursement responsibility for other organizations, they must list all organizations that they represent.
 - c. The applicant must explain how use of the funds will contribute significantly to the growth and promotion of Fairbanks.
 - d. The applicant must explain how the funds will be used to supplement a successful ongoing program of activities or a new program that will need initial support to accomplish its stated goals.
 - e. The applicant must answer questions in the order provided but need not have the questions and answers appear on specific pages.
- (4) Grant applications approved by the discretionary fund committee will be available from the office of the city clerk and must be submitted or postmarked no later than October 31 of each year.
 - (5) Procedures for scoring proposals from applicants will be decided by the committee during its first organizational meeting. Members at this meeting will be made aware of procedures in place in case of conflicts of interest.
 - (6) A distribution meeting will be held for members to present their award for each eligible grant application. Prior to the distribution meeting, committee members must submit their award amounts to the CFO. Members will disclose their award amounts by reading them into the record during the distribution meeting. An award will be made for each eligible grant applicant by averaging the award amounts. Awards are subject to city council approval.
 - (7) Successful applicants are required to report to the CFO as stated in section 74-117 (f). Ten percent of these appropriations will be withheld until a report is filed with the CFO.

Sec. 74-118. Room rental tax levy and collection.

(a) There is levied and imposed upon the use and privilege of renting a room within the city a tax equal to eight percent on the daily rate charged for each such room rented for each 24-hour period or any portion of such period. This tax is imposed upon all room rentals unless the rental is specifically exempted herein or by other applicable law. The tax will not be levied and imposed upon a permanent resident of a room.

(b) The ultimate incident of and liability for payment of the tax will be borne by the person who occupies the room, and such person is referred to as a guest or renter.

(c) The tax levied in this section is paid in addition to any and all other taxes and charges. It is the duty of the seller providing rentals taxable under this article to act as trustee for and on account of the city and to secure the tax from the guest or renter of the room and remit the tax as provided in this article.

(d) Every seller required to collect the tax levied by this article must secure the tax from the guest or renter at the time of rental payment for the room. Upon the invoice, receipt, or other statement or memorandum of the rent given to the guest or renter at the time of payment, the amount due under the tax provided in this article must be stated separately on the documents.

(e) Accurate records of all taxes levied and collected must be maintained by the person required to collect the tax levied by this article.

(f) Any seller seeking an exemption under section 74-119(4) or 74-119(5) must keep on file, available for inspection, a lease, contract, or other document detailing the terms of the occupancy.

Sec. 74-119. Exemptions from room rental tax collection.

A seller who is exempt from federal income taxation under 26 USC 501(c)(3) and whose income from room rentals is not an unrelated business taxable income under 26 USC 512, is exempt from collecting the tax levied by this article. This exemption, however, is not effective until the seller registers with the Fairbanks North Star Borough under FNSBC 8.48.030. The following rents are exempt from the room tax levied in this article and may require an exemption form approved by the CFO:

- (1) Rent paid directly to the seller using a purchase order or other means of direct payment by a federal, state, or local government. Government employees traveling on a reimbursement basis are not exempt from taxation and will be charged the eight percent tax.
- (2) Rent paid by a foreign government which is exempt from taxation by law or by treaty on behalf of a guest or renter who is an officer or employee of the foreign government.
- (3) Rentals by religious or charitable organizations as defined in subsections 501(c)(1), (3) or (4) of the Internal Revenue Code that are rented for the conduct of regular religious or charitable functions and activities and not for the support or maintenance of the general membership or for communal living. Applications for this exemption must include an exemption certificate issued by the Internal Revenue Service.
- (4) Rent paid by a permanent resident as defined in section 74-116.

- (5) Rent paid directly by an employer for a room to be used or occupied by its employee or employees on a rotating basis for 90 consecutive days or more.

Sec. 74-120. Obligation of payment by guest or renter.

The obligation for the payment of the tax is upon the guest or renter. All taxes imposed by this article are due and payable by the guest or renter at the time of rental and are delinquent if not paid when due.

Sec. 74-121. Obligation of seller to collect.

Every seller providing rentals that are taxable under this article must collect the taxes from the guest at the time of rental and must deliver the same to the City of Fairbanks in accordance with the requirements in Article III (Sales & Excise Tax Requirements).

Secs. 74-122 – 74-150. Reserved.

Article VI. Tobacco Products Distribution and Excise Tax

Sec. 74-151. Definitions.

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

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

Distributor means a person or entity that:

- (1) Brings tobacco products into the city, or has tobacco products brought into the city, or causes tobacco products to be brought into the city, and who sells or distributes tobacco products to others for resale in the city; or
- (2) Ships or transports a tobacco product to a retailer in the city for sale by the retailer.

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

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

Sale includes a sale, barter, exchange, and every other manner of transferring the ownership of tobacco products for any consideration.

Tax means the tobacco products distribution and excise tax as levied under this article.

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;
- (8) Chewing tobacco, including Cavendish, twist, plug, scrap, and tobacco suitable for chewing;
- (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 substitute, 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; or
- (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.

Wholesale price means the established price for which a distributor sells a tobacco product to a retailer.

Sec. 74-152. Tobacco products excise tax and collection.

(a) The city hereby levies an excise tax on the distribution of tobacco products brought into the city, measured at the rate of eight percent times the wholesale price of such tobacco products.

(b) It is the intent and purpose of this article to provide for the collection of the excise tax from the person who brings tobacco products into the city or causes tobacco products to be brought into the city.

(c) The excise tax is levied when:

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

Sec. 74-153. Exemptions from tobacco products excise tax.

The tax imposed under this article does not apply to:

- (1) Tobacco products brought into the city by an exchange, commissary, or ship's stores operated by one of the uniformed services of the United States, as defined in § 5 USC 2101, if the tobacco products are sold to and for the sole use of authorized personnel according to current military regulations.
- (2) Tobacco products that the city is prohibited from taxing under the United States Constitution or other federal or state laws.
- (3) Tobacco products brought into the city for sale outside the city.

Sec. 74-154. Obligation of payment by distributor.

The obligation for the payment of the tax is upon the distributor. All taxes imposed by this article become a liability to the distributor at the time of sale and are delinquent if not paid when due. Payments are made to the City of Fairbanks in accordance with the requirements in Article III (Sales & Excise Tax Requirements).

Sec. 74-155. Unlawful possession or sale.

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

Secs. 74-156 – 74-199. Reserved.

Article VII. Marijuana Sales Tax

Sec. 74-200. Definitions.

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

Buyer means, without limiting the scope thereof, any person or entity that purchases or contracts to purchase marijuana.

Consideration means anything of value, including but not limited to, money, credit, rights, goods, services, and property received by a seller from a buyer.

Marijuana means all parts of the plant (genus) Cannabis, whether growing or not, the seed thereof, the resin extracted from any part of the plant, and any compound, manufacture, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; marijuana does not include fiber produced from the stalks, oil or cake made from the seeds of the plant, sterilized seed of the plant that is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

Retail sale means the transfer of any marijuana from a marijuana retail establishment to any person or entity, for any consideration. If state law is amended to allow other marijuana establishments to conduct sales of marijuana directly to buyers who are not licensed marijuana establishments, such sales will also be considered retail sales subject to taxation under this article.

Sale made within the city means any retail sale where:

- (1) The buyer takes possession of or title to the purchased marijuana within the city; and/or
- (2) The seller receives consideration for the purchased marijuana within the city.

Sales price means the price of any marijuana.

Seller means any person or any other entity that sells or contracts to sell any marijuana to a buyer.

Tax means the marijuana sales tax as levied under this article.

Sec. 74-201. Marijuana sales tax levy.

There is levied within the corporate limits of the city a tax of five percent upon the sales price of all retail sales of marijuana made within the corporate limits of the city.

Sec. 74-202. Obligation of payment by buyer.

The obligation for the payment of the tax is upon the buyer. All taxes imposed by this article are due and payable by the buyer at the time of sale or, with respect to credit transactions, at the time of collection and are delinquent if not paid when due.

Sec. 74-203. Obligation of seller to collect.

Every seller making sales taxable under this article must collect the taxes from the buyer at the time of sale or, with respect to credit transactions, at the time of collection of sales price, and must deliver the same to the City of Fairbanks in accordance with the requirements in Article III (Sales & Excise Tax Requirements).

Secs. 74-204 – 74-299. Reserved.

Article VIII. Gasoline Excise Tax

Sec. 74-300. Definitions.

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

Certificate of use means the certificate provided to the State of Alaska Department of Revenue, Tax Division, that is obtained by the dealer from a gasoline purchaser at the time of the first sale or transfer of the gasoline to that purchaser stating the gasoline that has been or will be purchased or received is not intended for use as taxable gasoline.

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

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

Distributor means a person who:

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

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

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

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

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

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

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

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

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

Sec. 74-301. Gasoline excise tax and collection.

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

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

(c) The excise tax is levied when:

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

Sec. 74-302. Exemptions from gasoline excise tax.

(a) The following transactions are exempt from the tax levied by section 74-301:

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

(b) The election to defer payment of gasoline tax provided by the state to certain persons pursuant to 15 AAC 40.320 for sales or transfers for mixed uses is not provided by the city. A sale or transfer of gasoline for mixed use purposes to a common storage tank will be fully taxed, and after resale or use for an exempt purpose the purchaser may apply for a credit with appropriate documentation in accordance with sections 74-47.

Sec. 74-303. Obligation of payment by distributor.

The obligation for the payment of the tax is upon the distributor. All taxes imposed by this article become a liability to the distributor at the time of sale and are delinquent if not paid when due. Payments are made to the City of Fairbanks in accordance with the requirements in Article III (Sales & Excise Tax Requirements).

Sec. 74-304. Unlawful possession or sale.

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

Section 2. That the effective date of this Ordinance is July 1, 2021.

Jim Matherly, Mayor

AYES:
 NAYS:
 ABSENT:
 ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6173

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
CHAPTER 46 BY ADDING THEFT AS A MINOR OFFENSE**

WHEREAS, theft offenses are currently enforced through state statutes as misdemeanor and felony level offenses; and

WHEREAS, the City of Fairbanks believes instances of minor thefts, which fall on the lower end of the State's theft in the 4th degree statute, AS 11.46.150(a), could in most cases be more efficiently and effectively handled as a violation enforced by City ordinance.

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

SECTION 1. Fairbanks General Code Chapter 46, Offenses, is amended by adding the following Section 46-76:

FGC Sec. 46-76. Minor Offense Theft

(a) A person commits a minor offense theft if they obtain property of another with the intent to deprive the owner of the property or to appropriate the property to themselves or a third person and the value of the property is less than \$250.

(b) Disposition of an offense under this section may be without court appearance pursuant to AS 29.25.070 and the Alaska Minor Offense Rules upon payment of the fine amount of \$200 and payment of the state surcharge required by AS 12.55.039 and AS 29.25.074. The fines established for this offense may not be judicially reduced.

SECTION 2. That the effective date of this Ordinance is the 1st day of August 2021.

Jim Matherly, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:


Danielle Snider, MMC, City Clerk

Paul J Ewers, City Attorney

City of Fairbanks



MEMORANDUM

To: City Council Members
From: Jim Matherly, City Mayor 
Subject: Request for Concurrence – Fairbanks Diversity Council
Date: June 9, 2021

The term of Seat I on the Fairbanks Diversity Council, currently filled by Mr. Kelvin Lee, will expire on June 30, 2021.

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

Seat I: Mr. Kelvin Lee Term to Expire: June 30, 2024

Mr. Lee's application and resume are attached.

Thank you.

dds/




Board Details

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

The Fairbanks Diversity Council has adopted the following Mission Statement:

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

Overview

 **Size** 14 Seats

 **Term Length** 3 Years

 **Term Limit** N/A

Additional

Board/Commission Characteristics

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

Meetings

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

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

Enacting Legislation

FGC 2-231 through 2-235

Enacting Legislation Website

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

Joint Commission Details

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

Email the Commission Members

diversitycouncil@fairbanks.us

Profile

Kelvin
First Name

Lee
Last Name

[Redacted]
Email Address

Mailing Address

[Redacted]

Are you a City of Fairbanks resident? *

Yes

[Redacted]
Primary Phone

[Redacted]
Alternate Phone

Which Boards would you like to apply for?

Fairbanks Diversity Council: Submitted

Interests and Experiences

Question applies to Fairbanks Diversity Council

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

i am a black man in america and fairbanks that give perspective that i will be able offer to any conversation that needed to make things better for anyone who feels they might have been and injustice or just need to speak up.. i also have been a member of the council for a few years and believe my work is not done on the council so i would like to continue being of service. I am memeber of serveral group that help me assist Homeless coalition , reentry coalition i am bord president of Nolimit inc a non profit .

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 work with a diverse populations here in the fairbanks community returning Citizen coming out of the criminal justice systems homelessness. I believe that my vast experiences of these population and having knowledge of the system give me a oppportunity to speak to them on the same level..I believe with all the positions i hold in the community give oppportunity to share all that experiences to the fairbanks community.

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

see attached

Upload a Resume

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

non profit certificate, addiction counselor, food service manager cert please see resume

EDUCATION:

- Ninestar Enterprises; *MOUS Certification; Basic Computer Skills Certificate*
- Regional Alcohol & Drug Abuse Counselor Training/RADACT; *Counselor Technician Academy*
- WCF; *General Education Diploma*

SPECIAL TRAINING/CERTIFICATION/RECOGNITION

- Alaska Peer Support Consortium:Board of Directors
- New Emerging Leader: JP Jones
- CDC I; Present
- AmeriCorps Award for Excellence In Service; 2008
- Moral Recognition Training; 2008
- White House Faith Based Initiative; Focus on Re-entry Conference; 2007
- Aggressive Replacement Training; 2007
- Motivational Interviewing; 2006
- Counselor Technician I : RADACT; 2004
- Ethics & Confidentiality; certificate
- Client Centered Approach to Counseling; certificate
- Documentation/ASAM/DSM IV; certificate
- Survey of Community Resources certificate;
- Working with Diverse Populations; certificate
- CPR/AED/First Aid
- Intro to Addition & Addictive Behaviors
- Physiology & Pharmacology
- Crisis Intervention
- Blood Borne Pathogens/HIV
- Relapse Prevention
- Community Development and Prevention
- Intro to Recovery, Health, Wellness & Balance.
- Life Skills, Communication & Interpersonal Skills.
- Black Alaskans Cultural Education & Development: Minister of Affairs recognition & Former President.

PROFESSIONAL HISTORY

February 14-Present: **Founder/President/Property Manager; No Limits Incorporated**

253 Romans Way, Fairbanks, AK 99701

Founded and continue to provide oversight and direction to non-profit organization. Assist in the daily operations case management to assist ex-offenders which are transitioning from incarceration to the community. Currently house 45 individuals/families. Manage 45 units, leases, repairs etc

February 03 – January 14: **Founder/President/Property Manager; New Life Development Inc.**

1231 Gambell St. Suite 200 Anchorage, AK 99501

Provide oversight and direction to the non-profit organization which provides resettlement services for the marginalized and disadvantaged individuals. Manage 30 units, leases, repairs etc

March 08 – Sept 09: **Re-entry Case Manager; Alaska Native Justice Center**

3600 San Jeronimo, Suite 264 Anchorage, AK 99508

Provide consultation, presentations and case management services to men near release from incarceration and those who are newly released. Services include referrals, one on ones, didactic groups, community networking and assisting with accessing community resources.

March 07- Feb. 08: AmeriCorps Volunteer: Re-entry Specialist; Nine Star Enterprises

125 West 5th Ave. Anchorage, AK 99503

Volunteer member of a team of individuals working to assist ex-offenders with transition from incarceration to their community.

May 06- March 07: Operation Technician; Akeela Treatment Services

2804 Bering St. Anchorage, AK 99503

Provide supervision and consultation for up to 30 recovering addicts. Responsibilities included; intake, assessments, participation in development of treatment plans, member of case management team, discharge, exit interviews and facilitator of didactic groups.

October 05- March 07 Operations Technician; Rural Alaska Community Action Program

731 E. 8th Ave. Anchorage, AK 99507

Provide supervision and consultation for up to 25 recovering addicts. Responsibilities included interacting well with clients under sober and non sober conditions, check in late arrivals, answer the telephone, monitor all in-house activities, alert authorities when necessary for behavioral and or medical concerns, settle disputes, enforce rules answer clients' questions update and keep treatment files in order.

October 04 – Feb. 05 Shift Supervisor; Catholic Social Services

225 Cordova St. Anchorage, AK 99501

Responsible for the general welfare and safety of all shelter guests and monitors during shift. Responsible for the supervision of up to eight (8) persons.