

ORDINANCE NO. 6260, AS AMENDED

**AN ORDINANCE ESTABLISHING A HIRING INCENTIVE BONUS AND
RELOCATION BONUS FOR A STRUCTURAL CODE COMPLIANCE
INSPECTOR**

WHEREAS, Chapter 10 of the City of Fairbanks Code of Ordinances contains the Uniform Building Codes required for new and existing structures within the City; and

WHEREAS, a Structural Code Compliance Inspector is responsible for the inspection and enforcement of many of these codes; and

WHEREAS, for approximately two years the City of Fairbanks has been unsuccessful in recruiting a Structural Code Compliance Inspector; and

WHEREAS, during that time there has not been an applicant that has met the requirements of the position; and

WHEREAS, the demand for building inspections is greater than what can realistically be handled by the limited staffing in the Building Department, which is causing the City to contract outside organizations to conduct the inspections; and

WHEREAS, building inspection fees tend to generate more revenue than the total personnel costs for the Building Department; and

WHEREAS, one-time, hiring incentive bonuses have been successful in other difficult to fill positions; and

WHEREAS, a one-time, Hiring Incentive bonus of \$20,000 and a one-time, Relocation Bonus of \$10,000 would help attract applicants with the qualifications to be a Structural Code Compliance Inspector.

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

SECTION 1. A qualified Structural Code Compliance Inspector applicant will receive \$10,000 in the first paycheck following the successful completion of their six-month probationary period and another \$10,000 in their first paycheck following their one-year anniversary with the City of Fairbanks.

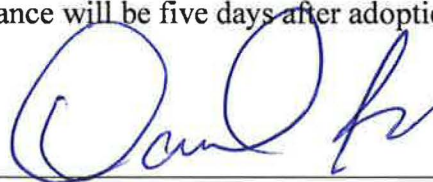
SECTION 2. A qualified Structural Code Compliance Inspector applicant moving more than ~~30~~100 miles to accept the position will receive up to \$10,000 in their first paycheck ~~for to~~ reimburse moving expenses.

SECTION 3. To receive the hiring incentive bonus or relocation bonus, the employee must agree to work full-time for the City for at least three years. Should the employee resign, quit, or be terminated for cause prior to completing their third year, the employee will repay a prorated amount of the hiring and moving bonuses received.

SECTION 4. This program is for the singular, currently vacant, Structural Code Compliance Inspector position.

SECTION 5. The bonuses established in Sections 1 and 2 of this ordinance will be funded through salary savings.

SECTION 6. The effective date of this ordinance will be five days after adoption.



David Pruhs, City Mayor

AYES: Marney, Ringstad, Sprinkle, Rogers, Tidwell
NAYS: Cleworth
ABSENT: Pruhs
ADOPTED: August 28, 2023

ATTEST:

APPROVED AS TO FORM:



Colt Chase, Deputy City Clerk

For: D. Danyielle Snider, MMC, City Clerk



Thomas Chard II, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 6260

Abbreviated Title: ORDINANCE ESTABLISHING HIRING BONUS FOR STRUCTURAL INSPECTOR

Department(s): BUILDING

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:	Total
SALARY AND BENEFITS	
TOTAL	

FUNDING SOURCE:	Total
GENERAL FUND	
TOTAL	

The City of Fairbanks will provide a one-time bonus of \$20,000 and relocation bonus of \$10,000 to attract a qualified Structural Code Compliance Inspector. The cost will be paid from salary savings.

Reviewed by Finance Department: Initial mb Date 8/3/2023



**Structural Code Compliance Inspector
Hiring Incentive Bonus & Relocation Bonus Contract**
(Attachment to Ordinance No. 6260, as Amended)

This agreement is made between the CITY OF FAIRBANKS (“City”) and _____ (“Employee”).

WHEREAS, this contract will apply to an Employee who begins employment for the City as a Structural Code Compliance Inspector; and

WHEREAS, the City wishes to bestow upon the Employee a “Hiring Incentive Bonus” as an incentive for the Employee to accept employment at the City and to remain satisfactorily employed in the City for at least three years; and

WHEREAS, no Employee may receive a Hiring Incentive Bonus or a Relocation Bonus more than once, and no Employee may receive either bonus if they have previously been employed by the City within 12 months of rehire.

THEREFORE, the City and the Employee agree to the following terms:

1. The City agrees to bestow upon the Employee the amount of \$20,000 as a Hiring Incentive Bonus in return for the Employee accepting the City’s offer of employment. The Employee will receive \$10,000 in the first paycheck following the successful completion of their six-month probationary period and another \$10,000 in their first paycheck following their one-year anniversary with the City of Fairbanks.
2. The City agrees to pay the Employee **up to \$10,000** ~~Relocation Bonus~~ **to reimburse moving expenses** if the Employee relocated from ~~30~~**100** miles away or greater to accept the Structural Code Compliance Inspector position.
3. The City will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the bonuses and reported to the Internal Revenue Services as income on the Employee’s Form W-2. The Hiring Incentive Bonus and the Relocation Bonus are not considered “salary” and shall not be included for purposes of retirement benefit calculations or salary increases.
4. The City will adhere to all relevant policies during the hiring process and in making bonus payments to employees.
5. In return for accepting either bonus as provided in paragraphs 1 and 2 above, the Employee agrees to work for the City on a regular and full-time basis for at least three years beginning with their start date and ending on their three-year anniversary. Should the Employee resign, quit, or be terminated for cause before the above stated ending date, the Employee may be required to repay a prorated amount of the Hiring Incentive Bonus and/or Relocation Bonus as provided in the following paragraphs.

6. The Employee's failure to remain employed by the City as a Structural Code Compliance Inspector for three years will trigger the Employee's duty to repay, pro-rata, the amount paid by the City pursuant to paragraph 1, above. (This amount may be more than the Employee received due to tax or other withholdings.) For example, if the Employee leaves one year prior to the end date, they will repay 12/36 of such amount. To facilitate this repayment, the Employee, by signing below, expressly gives the City a lien on their salary, wages, and other sums payable to them by the City. In addition, the Employee hereby authorizes the City to withhold all amounts so due from any sum payable to the Employee by the City. The Employee also agrees that any tax consequences resulting from the repayment of the Hiring Incentive Bonus and/or Relocation Bonus or any portion thereof will be the sole and exclusive responsibility of the Employee.

7. If the Employee fails to remain employed by the City for three years for reasons beyond their control (e.g., injury, illness, or death), other than just cause termination, the City may in its sole discretion waive all or part of the liability owed by the Employee. Any such waivers must be approved in writing by the Mayor.

8. If any part of the Agreement is found to be invalid or unenforceable, the other parts shall remain valid and enforceable and Employee agrees, represents, and warrants that they will be held to any applicable repayment of the Hiring Incentive Bonus and/or Relocation Bonus.

BY SIGNING BELOW, the Employee certifies that they have not accepted a financial incentive for accepting employment at the City, other than as described in this Agreement.

IN WITNESS THEREOF:

Employee Signature

Date

Building Official Signature

Date

Mayor Signature

Date

cc: Personnel File