



FAIRBANKS CITY COUNCIL
AGENDA NO. 2026-20
REGULAR MEETING – OCTOBER 26, 2026
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

REGULAR MEETING

6:30 p.m.

1. ROLL CALL
2. LAND ACKNOWLEDGEMENT: We respectfully acknowledge the Dena people upon whose traditional lands we reside. We honor the Dena who have been the stewards of Interior lands and waters for centuries, the Elders who lived here before, the Dena people of today, and future generations to come. We also recognize that Alaskan Native people would traditionally gather here and harvest Native foods.
3. INVOCATION
4. FLAG SALUTATION
5. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
 - a) Proclamation in Recognition of Mike Sanders, Chief of Staff
6. CITIZENS' COMMENTS (oral communications to the City Council on items pertaining to City business that are not up for public hearing). The total comment period is up to one hour, and testimony is limited to three minutes. Any person wishing to speak needs to sign up on the list located in the hallway or must have signed up in advance using the procedures for providing online testimony found at the City's website. 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 Councilmember or member of the staff. In consideration of others, please silence all cell phones and electronic devices.

7. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent agenda items are indicated by asterisks (*). Consent agenda items are considered together unless a councilmember requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.

8. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

9. SPECIAL ORDERS

- a) The Fairbanks City Council will hear interested citizens concerned with the following alcohol license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Address
252	The Cabin	Beverage Dispensary	AVO Hospitality, LLC	901 Old Steese Highway
542	Geraldo's Restaurant	Beverage Dispensary	Garlic Lovers, LLC	701 College Road

- b) The Fairbanks City Council will hear interested citizens concerned with the following marijuana license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic. #	DBA	License Type	Licensee	Address
10589	Nature's Releaf	Retail Marijuana Store	Nature's Releaf, LLC	503 7th Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue, Suite B
10113	Great Alaskan Bud Company	Retail Marijuana Store	SP&C Enterprises, LLC	1905 Livengood Avenue
10112	Great Alaskan Bud Company	Standard Marijuana Cultivation Facility	SP&C Enterprises, LLC	1905 Livengood Avenue

10. REPORT FROM FAIRBANKS ALASKA NATIVE ORGANIZATIONS
(second meeting of every other month)

- a) Denakkanaaga, Executive Director Sharon McConnell

11. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

12. COUNCILMEMBERS' COMMENTS

13. UNFINISHED BUSINESS

- a) Ordinance No. 6357 – An Ordinance Amending the 2026 Operating and Capital Budgets for the Third Time. Sponsored by Mayor O’Neill. SECOND READING AND PUBLIC HEARING.

14. CERTIFICATION OF 2026 REGULAR ELECTION AND OATHS OF OFFICE

- a) Certification of the 2026 Regular Election Results

BRIEF TRANSITION RECESS

- b) Oaths of Office and Seating of Elected Officials

15. NEW BUSINESS

- *a) Resolution No. 5241 – A Resolution Authorizing the City of Fairbanks to Apply for Funding from the Bureau of Justice Assistance for the FY2026 Edward Byrne Memorial Justice Assistance Grant. Sponsored by Mayor O’Neill.
- *b) Resolution No. 5242 – A Resolution Designating Check Signing Authority for Banking, Investment, and Custodial Accounts of the City of Fairbanks, Alaska. Sponsored by Mayor O’Neill.
- *c) Ordinance No. 6358 – An Ordinance Ratifying a Collective Bargaining Agreement Between the City of Fairbanks and the International Brotherhood of Electrical Workers (IBEW) Local 1547. Sponsored by Mayor O’Neill.
- *d) Ordinance No. 6359 – An Ordinance Amending Fairbanks General Code Section 2-120, Rules of Procedure. Sponsored by Councilmembers Cleworth, Therrien, and Ringstad.

16. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Appointments to the Fact Finding Commission

*b) Councilmember Appointment to the Discretionary Fund Committee

*c) Fairbanks Diversity Council Meeting Minutes of August 11, 2026

17. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

18. CITY CLERK'S REPORT

19. CITY ATTORNEY'S REPORT

20. EXECUTIVE SESSION

21. ADJOURNMENT



800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor O'Neill and City Councilmembers

FROM: D. Danyielle Snider, MMC, City Clerk 

SUBJECT: Alcohol License Renewal Applications

DATE: October 21, 2026

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

Lic. #	DBA	License Type	Licensee	Address
252	The Cabin	Beverage Dispensary	AVO Hospitality, LLC	901 Old Steese Highway
542*	Geraldo's Restaurant	Beverage Dispensary	Garlic Lovers, LLC	701 College Road

*The renewal application for license no. 542 includes a restaurant endorsement. A restaurant endorsement authorizes the holder of a beverage dispensary license to allow a person under 21 years of age to: (1) access the premises of a restaurant on the licensed premises; and (2) enter or remain on the licensed premises to consume food or nonalcoholic beverages. [see AS 04.09.450]

Pursuant to FGC Sec. 14-178 the Council may determine whether to protest alcohol license renewal applications after holding a public hearing. As required by FGC Sec. 14-167(b), I have sent written notice of the public hearing to the above-listed licensees.

These renewal applications will be considered by the ABC Board on November 10. The City's 60-day response deadline to AMCO is November 9, 2026.

There are no department-recommended protests for these alcohol license renewal applications.



800 Cushman Street
Fairbanks, AK 99701

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

MEMORANDUM

TO: Mayor O'Neill and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: Marijuana License Renewal Applications

DATE: October 21, 2026

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

Lic. #	DBA	License Type	Licensee	Address
10589	Nature's Releaf	Retail Marijuana Store	Nature's Releaf, LLC	503 7th Avenue
10230	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue, Suite B
10113	Great Alaskan Bud Company	Retail Marijuana Store	SP&C Enterprises, LLC	1905 Livengood Avenue
10112	Great Alaskan Bud Company	Standard Marijuana Cultivation Facility	SP&C Enterprises, LLC	1905 Livengood Avenue

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these renewal applications is November 9, 2026.

Pursuant to FGC Sec. 14-215(b)(12), I inquired with both the Fairbanks North Star Borough (FNSB) and the Alcohol and Marijuana Control Office (AMCO) regarding any complaints filed against these marijuana establishments within the preceding 12 months. Both agencies reported a single complaint, which was the same complaint previously submitted by Theresa Favero.

Three written objections have been submitted regarding Great Alaskan Bud Company license nos. 10112 and 10113. In addition, I received a request from Lisa Favero to include written comments she provided to the Alaska Marijuana Control Board (MCB) at its June 24, 2026 meeting. Copies of all submitted materials are attached to this memorandum.

1. Objection by Theresa Favero (through Lisa Favero) - received September 18, 2026
2. Objection by Scott Bothwell - received October 6, 2026
3. Objection by Marcey Luther - received October 16, 2026
4. Written comments from Lisa Favero to the MCB, June 24, 2026

There are no department-recommended protests for these marijuana license renewal applications.

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

Submitted pursuant to 3 AAC 306.065

To: Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 (Standard Marijuana Cultivation Facility) and #10113 (Retail Marijuana Store); Licensee SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company; Designated Licensee Shawn Coyle; 1905 Livengood Avenue, Fairbanks; 2026–2027 renewal applications filed on or about June 25, 2026

Objector: Theresa Favero, by and through Lisa Favero, her Attorney-in-Fact pursuant to a Statutory Durable Power of Attorney dated January 26, 2026. Theresa Favero is the successor in interest to P.S. & C. Products, Inc. and, in that capacity, holds the rights under the long-term ground lease of the licensed premises from the Alaska Railroad Corporation. She is also the deed holder with respect to the associated property interests at this location.

Date: Sept 15, 2026

This is a timely written objection to the renewal applications identified above, submitted under 3 AAC 306.065 to the Marijuana Control Board, to the applicant, and to the local governments with jurisdiction. Because a timely objection has been filed, the applications may not be renewed administratively and require Board-level review. *See* AS 17.38.150; MCB Delegation of Authority 2017-05-15a.

GROUND ONE: THE APPLICANT HAS LOST THE RIGHT TO POSSESSION OF THE LICENSED PREMISES. DENIAL IS MANDATORY UNDER 3 AAC 306.080(b)(5).

3 AAC 306.080(b) provides that the Board “*will deny*” an application for renewal if the Board finds “(5) that the applicant has lost right to possession of the applicant’s licensed premises.” That finding is compelled by an undisputed documentary record:

1. The only document ever submitted to AMCO to establish this licensee’s right to possession of the land at 1905 Livengood Avenue was a sublease dated January 10, 2016, from P.S. & C. Products, Inc., with a stated five-year term. It was submitted to satisfy 3 AAC 306.020(b)(9) at original licensure.
2. That sublease expired by its own terms on January 9, 2021. It has never been renewed, extended, or replaced.
3. On March 26, 2026, AMCO’s own investigator formally notified the licensee that the sublease had expired and demanded “an updated sublease or other proof of right, title, or interest,” due April 6, 2026, warning that failure to comply “may result in licensing action.”
4. The licensee produced nothing. On April 13, 2026, the licensee’s counsel responded in writing. That letter does not claim that any current lease, sublease, or deed exists. It instead asks AMCO to defer action pending a separate civil lawsuit. The absence of any current possessory document is therefore conceded by the applicant’s own counsel.

The pending civil litigation (4FA-25-02241CI) does not and cannot cure this defect. That suit concerns a separate 2013 contract regarding the buildings and improvements only. The land itself is held under a long-term ground lease from the Alaska Railroad Corporation — lease rights held first by P.S. & C. Products, Inc. and now by Theresa Favero as its successor. The licensee has never held those rights, and the 2013 building contract does not convey, assign, or transfer any interest in them. Even a fully favorable outcome for the licensee in the civil case would leave him without any right to the land. To restore compliance he would

need either a new sublease from the current holder of the ground-lease rights — which does not exist and is not forthcoming — or a direct lease from the Alaska Railroad Corporation, which he does not have. There is, accordingly, no pending event that can restore the right to possession; the loss is not temporary, contested, or curable through the litigation AMCO has elected to await.

3 AAC 306.015(c) independently requires that a marijuana establishment “must have a right to possession of its licensed premises at all times.” That requirement has not been met since January 9, 2021.

GROUND TWO: THE RENEWAL APPLICATION CANNOT BE TRUTHFULLY CERTIFIED, AND IS THEREFORE DEFECTIVE ON ITS FACE.

A renewal applicant must, upon request, “provide adequate proof of right to possession of the licensed premises,” and must certify the renewal application as “true, correct, and complete.” 3 AAC 306.035. AMCO made precisely that request on March 26, 2026, and it has never been satisfied. An application certifying compliance with a possession requirement that the applicant’s own counsel has conceded is unmet is defective on its face, and the Board should treat it accordingly.

THE BOARD’S OWN RECENT PRECEDENT TREATS 3 AAC 306.080(b) AS MANDATORY.

At its December 3–4, 2025 meeting, this Board denied the renewal of License #10237 (Alaskasense, LLC) under 3 AAC 306.080(b), with the Chair stating on the record that the Board was “obligated to deny” the renewal once a subsection (b) ground was established. The Board applied the regulation as written: subsection (b) is mandatory, not discretionary. The same standard governs here. Subsection (b)(5) is established on this record by the applicant’s own concession, and the outcome the regulation directs is the same.

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee’s regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Here's the full Supporting Record section as it currently stands in the document:

SUPPORTING RECORD BEARING ON FITNESS AND PATTERN.

The following matters of record are offered as context bearing on the licensee's regulatory fitness and pattern of compliance; they are not offered as independent grounds under 3 AAC 306.080(b)(3):

Department of Revenue marijuana excise tax delinquency reports reflect recurring non-compliance spanning six years: an AMCO Notice of Violation for tax delinquency in 2020 (MCB agenda, Oct. 28–29, 2020, Tab 42); a DOR delinquency listing in 2022 of \$1,655 (MCB minutes, Sept. 21, 2022, Tab 8); and appearance on the DOR delinquency list in eleven of twelve monthly reports from February 2025 through January 2026, with balances ranging from \$1,341 to \$7,259 (Tax Delinquency Reports, MCB meeting Apr. 15–16, 2026, Tab 3). The most recent reports reflect that balance as resolved; the pattern of repeated delinquency and cure remains a matter of record. Separately, the 2025 Fairbanks North Star Borough property tax installment on this parcel went unpaid by the licensee and was cured by the deed holder, Theresa Favero — who has likewise recently been required to pay ground-lease amounts owed to the Alaska Railroad Corporation for the underlying lot that the licensee failed to pay. Seven creditor collection actions were filed against Mr. Coyle in 2023–2024, each dismissed without prejudice when the plaintiffs were unable to accomplish service. Despite repeated requests over an extended period, no certificate of insurance for the licensed premises was provided until June 2026 — and the certificate provided reflects that coverage was first obtained in late May 2026,

meaning the licensed premises operated without insurance until weeks before this objection. Finally, the licensee has made no payments to Theresa Favero under the 2013 contract concerning the buildings since 2023 — nonpayment that is among the subjects of the pending civil action. The objector's interest in that action is disclosed here for completeness; the grounds stated in this objection are regulatory, arise from the applicant's own concessions to AMCO, and exist independent of any outcome in that litigation.

REQUEST FOR RELIEF.

For the reasons above, the objector respectfully requests that the Board:

1. Deny renewal of Licenses #10112 and #10113 pursuant to 3 AAC 306.080(b)(5);
2. In the alternative, calendar these applications for consideration at a full Board meeting, with the opportunity for oral testimony, rather than permitting administrative renewal; and
3. Require the applicant to produce current, adequate proof of right to possession of the licensed premises under 3 AAC 306.035 before any further action on these applications.

Respectfully submitted,

Lisa Favero

Lisa Favero, Attorney-in-Fact for Theresa Favero

[REDACTED]
[REDACTED] • [REDACTED]

CERTIFICATE OF SERVICE

I certify that on September 16, 2026, a true and correct copy of this Statement of Reasons was served on each of the following by U.S. certified mail, return receipt requested, and additionally by email where an email address is indicated, as required by 3 AAC 306.065:

- Marijuana Control Board, c/o Alcohol & Marijuana Control Office, 550 W. 7th Ave., Suite 1600, Anchorage, AK 99501; and by email to marijuana.licensing@alaska.gov
- Applicant SP&C Enterprises, LLC, d/b/a The Great Alaska Bud Company, c/o its counsel of record, Jana Weltzin, JDW Counsel, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503
- City of Fairbanks, Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701
- Fairbanks North Star Borough, Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701

Lisa Favero

Audit trail

Details

FILE NAME	Statement_of_Reasons_Objection_10112_10113 - 9/16/26, 1:49PM
STATUS	<div><div></div>Signed</div>
STATUS TIMESTAMP	2026/09/16 20:51:22 UTC

Activity

<div><div></div><div>SENT</div></div>	<div><div></div> sent a signature request to:<ul style="list-style-type: none">Lisa Favero</div>	2026/09/16 20:49:55 UTC
<div><div></div><div>SIGNED</div></div>	<div>Signed by Lisa Favero</div>	2026/09/16 20:51:22 UTC
<div><div></div><div>COMPLETED</div></div>	<div>This document has been signed by all signers and is complete</div>	2026/09/16 20:51:22 UTC

The email address indicated above for each signer may be associated with a Google account, and may either be the primary email address or secondary email address associated with that account.

Scott Bothwell

[REDACTED]

Fairbanks, Alaska 99712

[REDACTED] • [REDACTED]

Oct 1, 2026

Marijuana Control Board

c/o Alcohol & Marijuana Control Office

550 W. 7th Ave., Suite 1600

Anchorage, AK 99501

Re: Objection under 3 AAC 306.065 to renewal of Marijuana Establishment Licenses #10112 and #10113 — SP&C Enterprises, LLC, d/b/a The Great Alaskan Bud Company, 1905 Livengood Avenue, Fairbanks 99701

Dear Members of the Marijuana Control Board:

I am a Fairbanks resident. I have no business relationship with this licensee and no financial stake in whether these licenses are renewed. I am writing to object to the renewal of the licenses above because of what this business did to me this year, and because I believe the way it operates should matter to you when you decide whether to renew its licenses.

The licensed premises is at 1905 Livengood Avenue. The lot next to it, 1901 Livengood Avenue, belongs to someone else — it is controlled by Theresa Favero. I have observed the marijuana business using that neighboring lot as if it were its own for customer parking, storage of equipment and materials, and dumping. I have also witnessed an operator of the marijuana business physically trespassing on the 1901 Livengood property and actively destroying material items belonging to Theresa Favero.

On January 29, 2026, the property owner's attorney sent a cease-and-desist letter requiring the business and its people to be off the 1901 lot by February 12, 2026. They did not stop using it. On February 19 and 20, Veronica Coyle, wife of the Licensee and an operator of the business, was told face-to-face that she had no right to use or occupy that lot. Coyle was also later formally trespassed from the 1901 Lot by Fairbanks police on March 4, 2026.

On February 24, 2026, I parked my car — a 2011 Ford Escape — on the 1901 lot with the express permission of the property owner. "No Trespassing" signs had been posted on the lot; I personally

witnessed Ms. Coyle tearing them down. On or about February 26, Ms. Coyle had my car towed. When police responded, they advised her that she could only have a vehicle removed if she had rights to the property — which she did not. She had it towed anyway. Law enforcement did not order the tow.

The towing company never notified me until March 12, when it demanded payment and threatened a lien on my vehicle, with storage fees accruing at \$40 per day. To get my own car back, I ultimately had to pay \$1,860 on April 2, 2026 — for a tow from a lot I had every right to park on, ordered by a person with no right to order it..

There is one more thing I think important for you to know. Months after these events, Shawn Coyle petitioned the court for a stalking protective order against me, alleging among other things that I had threatened his daughter while I was posting no-trespassing signs. The court denied the petition (Case No. 4FA-26-00233CI, 5-7-26). I note that everything I did took place on the 1901 lot — I was never on the licensed premises at 1905 — yet the petition described my presence and the signs as interference with “1905 Livengood.” That says something in itself: This licensee treats the neighboring property as part of its business. I raise the petition because it shows how this licensee responds to a member of the public who objects to its conduct. They do not address their own conduct, but file against the person. I understand others connected with this property have experienced similar filings, likewise unsuccessful.

In fairness, I should disclose that I have a small claims action pending in the Fairbanks District Court (Case No. 4FA-26-00080) against Veronica Coyle and the towing company over the tow. And the permission I had to park on the 1901 lot came from Theresa Favero, who I understand has her own dispute with this licensee. I am not part of that dispute. What I describe here happened to me directly, and I would say it regardless of anyone else’s objection.

This licensee’s operation did not stay within its licensed premises. It treated a neighboring property it had no rights to as part of its business — and when the actual owner formally demanded it stop, it kept going. When a member of the public parked there with the owner’s permission, the response was to have his car taken. A licensee that disregards property boundaries, formal legal demands, and police guidance in the ordinary course of its operations is not operating in a manner consistent with the public interest your licensing decisions are meant to protect.

I ask the Board to deny renewal of Licenses #10112 and #10113, or at minimum to consider these applications at a full Board meeting rather than renewing them without Board review. I am willing to testify to everything in this letter.

Copies of this letter are being sent by certified mail to the applicant, care of its counsel of record (Jana Weltzin, JDW Counsel, 901 Photo Avenue, 2nd Floor, Anchorage, AK 99503), to the City of Fairbanks (Office of the City Clerk, 800 Cushman St, Fairbanks, AK 99701), and to the Fairbanks

North Star Borough (Office of the Borough Clerk, 907 Terminal Street Fairbanks, AK 99701), as required by 3 AAC 306.065.

Sincerely,



Scott Bothwell

STATEMENT OF REASONS FOR OBJECTION TO RENEWAL

*Hand by AS
10-16-2026*

Submitted pursuant to 3 AAC 306.065

To:

Alaska Marijuana Control Board
c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501

Re: Objection to Renewal of Marijuana Establishment Licenses #10112 and #10113

Licensee: SP&C Enterprises, LLC

DBA: The Great Alaskan Bud Company (GABCO)

Designated Licensee: Shawn Patrick Coyle

Licensed Premises: 1905 Livengood Avenue, Fairbanks, Alaska 99701

Renewal Period: 2026–2027

Objector: Marcey Luther, Individual and Former CEO of FSE, Inc., d/b/a Good Titrations

Date: October 13, 2026

STATEMENT OF OBJECTION

I, Marcey Luther, respectfully submit this formal objection in my individual capacity to the renewal of marijuana establishment licenses #10112 and #10113, held by SP&C Enterprises, LLC, doing business as The Great Alaskan Bud Company, under the direction of Shawn Patrick Coyle.

I previously served as Chief Executive Officer of FSE, Inc., doing business as Good Titrations, a formerly licensed Alaska marijuana business. During my tenure, I had direct knowledge of business transactions, financial obligations, and correspondence involving The Great Alaskan Bud Company.

This objection is submitted based on my personal knowledge and professional experience. I am not submitting this objection on behalf of FSE, Inc., nor am I representing the dissolved company in any official capacity.

My concerns arise from repeated discrepancies in financial accounting, the failure to resolve documented commercial obligations, and the resulting financial harm experienced by Good Titrations.

These circumstances raise questions regarding financial accountability, the accuracy of business records, and the licensee's conduct within Alaska's regulated marijuana industry.

GROUND ONE: REPEATED DISCREPANCIES AND MISREPRESENTATION OF FINANCIAL RECORDS

During the course of business between Good Titrations and The Great Alaskan Bud Company, an outstanding financial obligation exceeding \$8,000 accumulated.

Rather than resolving this obligation, Shawn Coyle repeatedly provided revised accounting figures and documentation that Good Titrations determined did not accurately reflect the underlying transactions or amounts owed.

These discrepancies were not isolated. They arose repeatedly during efforts to reconcile the account and obtain payment.

The shifting financial representations complicated reconciliation efforts and prevented a straightforward resolution of the outstanding obligation.

Good Titrations maintained accounting records supporting the debt and attempted to address the discrepancies through direct correspondence.

The repeated presentation of inconsistent financial information raises concerns regarding the reliability of the licensee's business records and financial representations.

GROUND TWO: FAILURE TO ADDRESS DOCUMENTED FINANCIAL OBLIGATIONS

Despite repeated efforts by Good Titrations to reconcile the account and obtain payment, The Great Alaskan Bud Company failed to satisfy the outstanding balance.

When efforts to resolve the accounting discrepancies proved unsuccessful, Good Titrations pursued collection through additional correspondence, including a formal demand letter.

These communications ultimately went unanswered.

The licensee's failure to meaningfully engage in resolution efforts left Good Titrations without payment for a legitimate commercial obligation.

This conduct raises questions regarding the licensee's financial accountability and business practices.

GROUND THREE: FINANCIAL HARM TO ANOTHER ALASKA MARIJUANA BUSINESS

Good Titrations subsequently ceased operations following a period of significant financial difficulty.

The outstanding debt owed by The Great Alaskan Bud Company was one of multiple unpaid commercial obligations that contributed to the company's financial challenges.

Although this debt was not the sole cause of the closure, its nonpayment deprived Good Titrations of revenue owed for completed business transactions.

The financial stability of Alaska's regulated marijuana industry depends in part on licensees conducting business in good faith, maintaining accurate records, and honoring legitimate commercial obligations.

When one licensee repeatedly disputes documented obligations through inconsistent accounting representations and subsequently refuses to engage in resolution efforts, the resulting financial harm can extend beyond the immediate parties.

REQUEST FOR BOARD REVIEW

I recognize that a private commercial debt, standing alone, does not necessarily establish grounds for denial of a marijuana establishment license renewal.

However, the circumstances surrounding this obligation warrant further examination, particularly the repeated discrepancies in accounting representations and the failure to respond to documented attempts at resolution.

I respectfully request that the Marijuana Control Board:

1. Accept this objection as part of the formal renewal record for licenses #10112 and #10113.
2. Refer the renewal applications for Board-level consideration rather than administrative renewal, as applicable under 3 AAC 306.065.
3. Review the reported accounting discrepancies and related correspondence to determine whether the conduct raises concerns under applicable marijuana licensing regulations.
4. Permit me to provide supporting documentation and oral testimony concerning these transactions, if requested or required.
5. Consider whether additional investigation is warranted before acting on the renewal applications.

SUPPORTING DOCUMENTATION

The concerns outlined in this objection are based on my firsthand knowledge of business transactions, accounting discrepancies, and collection efforts undertaken during my tenure as CEO of Good Titrations.

Relevant documentation includes financial records, invoices, accounts receivable reports, correspondence, accounting statements, and a formal demand letter.

Following the closure and dissolution of FSE, Inc., the company's financial records and accounts have undergone consolidation and administrative changes, making immediate retrieval of certain historical documentation more complicated.

I am willing to cooperate with the Marijuana Control Board and provide available supporting documentation upon request or as required during its review of this objection. Additional time may be necessary to locate and retrieve specific records due to the circumstances surrounding the company's closure.

This objection is submitted in good faith based on my direct involvement in the matters described and my knowledge of the underlying transactions.

CONCLUSION

This objection is not submitted merely because a commercial debt remains unpaid.

It is submitted because the circumstances surrounding that debt raise legitimate questions about the licensee's financial representations, accounting practices, and responsiveness to documented business obligations.

As a former executive within Alaska's regulated marijuana industry, I understand the importance of accountability, accurate financial reporting, and responsible business conduct.

I believe the circumstances described warrant consideration by the Marijuana Control Board before renewal of these licenses.

I respectfully request that the Board review these concerns and determine whether further investigation or other regulatory action is appropriate.

Respectfully submitted,

Marcey Luther

Individual Objector

Former Chief Executive Officer

FSE, Inc., d/b/a Good Titrations

[REDACTED]
Fairbanks, AK 99712
[REDACTED]
[REDACTED]

CERTIFICATE OF SERVICE

I certify that on Oct 13, 2026, a true and correct copy of this Statement of Reasons for Objection to Renewal was served upon the following:

Alaska Marijuana Control Board

c/o Alcohol & Marijuana Control Office
550 W. 7th Avenue, Suite 1600
Anchorage, AK 99501
Email: marijuana.licensing@alaska.gov

SP&C Enterprises, LLC

d/b/a The Great Alaskan Bud Company
Attn: Shawn Patrick Coyle
1905 Livengood Avenue
Fairbanks, AK 99701

Method of Service: Mail

Date of Service: 10/13/2026

Marcey Luther

Marcey Luther

WRITTEN COMMENT TO THE ALASKA MARIJUANA CONTROL BOARD

Regular Meeting — June 24, 2026 — Fairbanks

RE: Lack of Current Right to Possession of Licensed Premises — Licenses #10112 & #10113, The Great Alaska Bud Company, 1905 Livengood Avenue, Fairbanks

Submitted by: Lisa Favero, Attorney-in-Fact for Theresa Favero, pursuant to Durable Power of Attorney dated 1/26/2026

THE ISSUE

This licensee currently has no documented right to possess his licensed premises. 3 AAC 306.015(c) requires that right “at all times.” That requirement is not being met, and is not contingent on the outcome of unrelated civil litigation.

UNDISPUTED TIMELINE

- Property context: The land at 1905 Livengood Avenue is subject to a long-term lease from the Alaska Railroad Corporation. That lease was held by P.S. & C. Products, Inc.; Theresa Favero now holds those lease rights as successor to P.S. & C. Products, Inc. A separate 2013 contract between P.S. & C. Products, Inc. and Mr. Coyle concerns the buildings and improvements only; it does not convey, assign, or transfer any interest in the Railroad lease.
- 2016: To satisfy 3 AAC 306.020(b)(9) for his original license, Shawn Coyle submitted a sublease from P.S. & C. Products, Inc. for the underlying land at 1905 Livengood Avenue, with a stated five-year term. This sublease — not the building contract — was the document submitted to AMCO to establish his right to possession.
- **January 9, 2021:** The sublease expired by its own terms. It has never been renewed or replaced.
- **March 26, 2026:** AMCO Investigator Cordell Murray formally notified Mr. Coyle that the sublease had expired and demanded “an updated sublease or other proof of right, title, or interest,” due April 6, 2026, warning that failure “may result in licensing action.”
- **April 6, 2026:** Deadline passes without compliance. Mr. Coyle is granted additional time.
- **April 13, 2026:** Rather than produce updated proof, Mr. Coyle’s attorney responds in writing. That letter does not claim a new lease or deed exists — it confirms none does — and asks AMCO to defer action pending a separate civil lawsuit, 4FA-25-02241CI.
- **June 4, 2026:** AMCO Director Kevin Richard confirms in writing that AMCO will not initiate licensing action “at this time,” based on agency counsel’s advice to wait for resolution of the civil suit.

WHY THE CIVIL SUIT DOES NOT RESOLVE THIS

The civil suit concerns the separate 2013 building contract — not the land sublease. Mr. Coyle’s original 2016 license application relied solely on the land sublease, not the building contract, to satisfy AMCO’s possession requirement. The sublease’s expiration is undisputed by any party, including Mr. Coyle’s own counsel.

Even a fully favorable outcome for Mr. Coyle in the civil case could not cure the regulatory deficiency. The underlying land is subject to a long-term lease from the Alaska Railroad Corporation, the rights to which are now held by Theresa Favero as successor to P.S. & C. Products, Inc. — rights Mr. Coyle has never held and that the building contract does not convey. Any ruling on the building contract leaves the Railroad lease entirely untouched. To satisfy 3 AAC 306.020(b)(9), Mr. Coyle would need either a new sublease from Theresa Favero as successor to P.S. & C. Products, Inc., or a direct lease from the Alaska Railroad Corporation. He has neither.

GOVERNING AUTHORITY

- **3 AAC 306.015(c):** a marijuana establishment “must have a right to possession of its licensed premises at all times.”
- **3 AAC 306.020(b)(9):** an application must include “the title, lease, or other documentation showing the applicant’s...right to possession” of the premises.
- **3 AAC 306.035:** a renewal applicant must, upon request, “provide adequate proof of right to possession of the licensed premises” and certify the application “true, correct, and complete.”
- **AS 17.38.150 & MCB Delegation 2017-05-15a:** the Director’s authority to renew a license administratively applies only where there is no local government protest, public objection, or notice of violation in the past year. A timely objection requires Board-level review.

ADDITIONAL RECORD (AMCO/DOR RECORDS)

- **2020:** License #10112 received an AMCO Notice of Violation for marijuana excise tax delinquency (MCB agenda, Oct. 28–29, 2020, Tab 42).
- Separately, borough records show the 2025 property tax installment on this parcel went unpaid by Mr. Coyle and was paid by the deed holder, Theresa Favero; seven creditor collection suits were also filed against Mr.

Coyle in 2023–2024 (case numbers on file with AMCO), each dismissed without prejudice for failure of service.

REQUESTED BOARD ACTION

1. Confirm that the “at all times” requirement of 3 AAC 306.015(c) applies now, independent of the pending civil litigation.
2. Direct that, upon the filing of a timely written objection to the 2026–2027 renewal application, this matter be calendared for a full Board hearing rather than resolved administratively.

Contact: Lisa Favero • [REDACTED] • [REDACTED]

ORDINANCE NO. 6357

**AN ORDINANCE AMENDING THE 2026 OPERATING
AND CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2026 operating and capital budget.

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

SECTION 1. There is hereby appropriated to the 2026 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2026 and ending December 31, 2026 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~strike through~~ font]:

GENERAL FUND

REVENUE	APPROVED APPROPRIATION	INCREASE (DECREASE)	PROPOSED APPROPRIATION
Taxes (all sources)	\$ 29,686,055	\$ 800,000	\$ 30,486,055
Charges for Services	6,895,700	113,000	7,008,700
Intergovernmental Revenues	4,102,630	230,200	4,332,830
Licenses and Permits	2,313,060	70,000	2,383,060
Fines and Forfeitures	526,500	-	526,500
Interest and Penalties	1,625,000	(400,000)	1,225,000
Rental and Lease Income	143,659	(5,500)	138,159
Other Revenues	250,000	-	250,000
Total revenue appropriation	\$ 45,542,604	\$ 807,700	\$ 46,350,304
EXPENDITURES			
Mayor Department	\$ 1,035,400	\$ -	\$ 1,035,400
Legal Department	271,210	-	271,210
Office of the City Clerk	655,630	-	655,630
Finance Department	1,049,700	-	1,049,700
Information Technology	3,561,345	50,000	3,611,345
General Account	7,404,624	636,000	8,040,624
Police Department	8,971,389	-	8,971,389
Communications Center	3,597,570	(60,000)	3,537,570
Fire Department	11,792,170	100,000	11,892,170
Public Works Department	11,002,565	275,000	11,277,565
Engineering Department	1,210,930	-	1,210,930
Building Department	834,470	-	834,470
Total expenditure appropriation	\$ 51,387,003	\$ 1,001,000	\$ 52,388,003
OTHER FINANCING SOURCES (USES)			
Transfer from Permanent Fund	\$ 5,967,514	\$ -	\$ 5,967,514
Transfer to Capital/Risk Fund	(663,508)	-	(663,508)
Transfer to Capital Fund (Council)	(1,067,873)	-	(1,067,873)
Sale of capital assets	250,000	-	250,000
Total other financing appropriation	\$ 4,486,133	\$ -	\$ 4,486,133
2025 estimated unassigned fund balance	\$ 13,352,665	\$ -	\$ 13,352,665
Prior year encumbrances	(514,393)	-	(514,393)
Transfers to other funds	(1,067,873)	-	(1,067,873)
Other changes to the budget	224,000	(193,300)	30,700
2026 estimated unassigned fund balance	\$ 11,994,399	\$ (193,300)	\$ 11,801,099

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000. 20% of budgeted annual expenditures is \$ 10,477,601

CAPITAL FUND

<u>REVENUE</u>	<u>APPROVED APPROPRIATION</u>	<u>INCREASE (DECREASE)</u>	<u>PROPOSED APPROPRIATION</u>
Property Repair & Replacement	\$ 150,000	\$ -	\$ 150,000
Public Works	300,000	-	300,000
IT	75,000	-	75,000
Police	300,000	-	300,000
Communications Center	140,000	-	140,000
Fire	250,000	-	250,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 1,225,000</u>	<u>\$ -</u>	<u>\$ 1,225,000</u>
<u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 8,308,335	\$ (125,000)	\$ 8,183,335
Public Works Department	1,287,497	-	1,287,497
Garbage Equipment Reserve	180,000	-	180,000
IT Department	146,311	255,000	401,311
Police Department	351,317	-	351,317
Communications Center	1,596,960	-	1,596,960
Fire Department	1,968,892	-	1,968,892
Engineering Department	23,000	-	23,000
Road Maintenance	2,258,175	150,000	2,408,175
Building Department	32,820	-	32,820
Total expenditure appropriation	<u>\$ 16,153,307</u>	<u>\$ 280,000</u>	<u>\$ 16,433,307</u>
<u>OTHER FINANCING SOURCES (USES)</u>			
Transfer from Permanent Fund	\$ 745,939	\$ -	\$ 745,939
Transfer from General Fund	1,067,873	-	1,067,873
Transfer from General Fund - Ambulance	150,000	-	150,000
Transfer from General Fund - Garbage	295,200	-	295,200
Total other financing appropriation	<u>\$ 2,259,012</u>	<u>\$ -</u>	<u>\$ 2,259,012</u>
2025 estimated fund balance	\$ 20,587,223	\$ -	\$ 20,587,223
Prior year encumbrances	(2,414,348)	-	(2,414,348)
Prior year reappropriations	(4,305,208)	-	(4,305,208)
Transfers from other funds	1,078,424	-	1,078,424
Other changes to the budget	(7,028,163)	(280,000)	(7,308,163)
2026 estimated fund balance	<u>\$ 7,917,928</u>	<u>\$ (280,000)</u>	<u>\$ 7,637,928</u>

Estimated uncommitted capital fund balance for projects

\$ 4,201,337

SECTION 2. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2026 and ending December 31, 2026.

SECTION 3. The effective date of this ordinance is six days after adoption.

Mindy L. O'Neill, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

FISCAL NOTE
ORDINANCE NO. 6357
AMENDING THE 2026 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

GENERAL FUND
\$807,700 Increase in Revenue
\$1,001,000 Increase in Expenditures

Revenue

1. Taxes
 - \$800,000 increase to room rental taxes
2. Charges for Services
 - \$8,000 increase to fire inspection fees
 - \$50,000 increase to alarm system billings
 - \$55,000 increase to garbage collections
3. Intergovernmental Revenues
 - (\$69,800) decrease to State of Alaska municipal assistance for the community assistance program
 - \$300,000 increase to State of Alaska on-behalf PERS payment
4. Licenses and Permits
 - \$58,000 increase to business license
 - \$12,000 increase to engineering right of way fees
5. Interest and Penalties
 - (\$400,000) decrease to interest income due to lower rates and cash reductions
6. Rental and Lease Income
 - (\$3,500) decrease to log cabin rental income
 - \$7,000 increase to childrens museum rental income
 - (\$9,000) decrease to fire training center fees due to facility construction

Expenditures

7. IT Department

- \$50,000 increase to outside contracts for software subscriptions

8. General Account

- \$280,000 increase to distributions for Explore Fairbanks due to increase in room rental taxes
- \$56,000 increase to economic development due to increase in room rental taxes
- \$300,000 increase to PERS on-behalf payment as received by State of Alaska

9. Police Department

- Change one full-time CSI Evidence Technician position to an Evidence Custodian position (annual savings \$4,480)

10. Communications Center

- (\$60,000) decrease to salaries and benefits for software subscriptions
- Increase FECC Manager salaries and benefits in the amount of \$30,440 (\$164,100 salaries and \$44,280 benefits for total annual cost \$208,380)
- Change one full-time Dispatcher position to a Dispatcher/Call Taker position to be flexible in the hiring process (budget will continue to reflect the cost of a Dispatcher)

11. Fire Department

- \$100,000 increase to overtime and benefits

12. Public Works Department

- \$150,000 increase to temporary salaries and benefits for winter season
- \$125,000 increase to fuel, oil, and grease due to cost increases

CAPITAL FUND
\$280,000 Increase in Expenditures

Expenditures

1. Property Repair and Replacement
 - \$125,000 increase to repair leaking fuel line at public works
 - (\$250,000) decrease to city hall roof replacement project
2. IT Department
 - \$255,000 increase to replace server switches (Committed \$64,435 and Unassigned \$190,565)
3. Road Maintenance
 - \$150,000 uncommitment of matching funds for systemic signal upgrades project (Committed Balance \$461,088)
 - Reallocate \$65,000 from 7th Avenue project to Shannon Drive project

**ORDINANCE NO. 6357, AS AMENDED
(PROPOSED SUBSTITUTE)**

**AN ORDINANCE AMENDING THE 2026 OPERATING
AND CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2026 operating and capital budget.

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

SECTION 1. There is hereby appropriated to the 2026 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2026 and ending December 31, 2026 (see pages 2 and 3) [amendments shown in **bold** font; deleted text or amounts in ~~strike through~~ font]:

GENERAL FUND

REVENUE	APPROVED APPROPRIATION	INCREASE (DECREASE)	PROPOSED APPROPRIATION
Taxes (all sources)	\$ 29,686,055	\$ 1,000,000	\$ 30,686,055
Charges for Services	6,895,700	113,000	7,008,700
Intergovernmental Revenues	4,102,630	230,200	4,332,830
Licenses and Permits	2,313,060	70,000	2,383,060
Fines and Forfeitures	526,500	-	526,500
Interest and Penalties	1,625,000	(400,000)	1,225,000
Rental and Lease Income	143,659	(5,500)	138,159
Other Revenues	250,000	-	250,000
Total revenue appropriation	\$ 45,542,604	\$ 1,007,700	\$ 46,550,304
EXPENDITURES			
Mayor Department	\$ 1,035,400	\$ -	\$ 1,035,400
Legal Department	271,210	-	271,210
Office of the City Clerk	655,630	-	655,630
Finance Department	1,049,700	-	1,049,700
Information Technology	3,561,345	50,000	3,611,345
General Account	7,404,624	720,000	8,124,624
Police Department	8,971,389	-	8,971,389
Communications Center	3,597,570	(60,000)	3,537,570
Fire Department	11,792,170	100,000	11,892,170
Public Works Department	11,002,565	325,000	11,327,565
Engineering Department	1,210,930	-	1,210,930
Building Department	834,470	-	834,470
Total expenditure appropriation	\$ 51,387,003	\$ 1,135,000	\$ 52,522,003
OTHER FINANCING SOURCES (USES)			
Transfer from Permanent Fund	\$ 5,967,514	\$ -	\$ 5,967,514
Transfer to Capital/Risk Fund	(663,508)	-	(663,508)
Transfer to Capital Fund (Council)	(1,067,873)	-	(1,067,873)
Sale of capital assets	250,000	-	250,000
Total other financing appropriation	\$ 4,486,133	\$ -	\$ 4,486,133
2025 estimated unassigned fund balance	\$ 13,352,665	\$ -	\$ 13,352,665
Prior year encumbrances	(514,393)	-	(514,393)
Transfers to other funds	(1,067,873)	-	(1,067,873)
Other changes to the budget	224,000	(127,300)	96,700
2026 estimated unassigned fund balance	<u>\$ 11,994,399</u>	<u>\$ (127,300)</u>	<u>\$ 11,867,099</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000. 20% of budgeted annual expenditures is \$ 10,504,401

CAPITAL FUND

<u>REVENUE</u>	<u>APPROVED APPROPRIATION</u>	<u>INCREASE (DECREASE)</u>	<u>PROPOSED APPROPRIATION</u>
Property Repair & Replacement	\$ 150,000	\$ -	\$ 150,000
Public Works	300,000	-	300,000
IT	75,000	-	75,000
Police	300,000	-	300,000
Communications Center	140,000	-	140,000
Fire	250,000	-	250,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 1,225,000</u>	<u>\$ -</u>	<u>\$ 1,225,000</u>
<u>EXPENDITURES</u>			
Property Repair & Replacement	\$ 8,308,335	\$ (125,000)	\$ 8,183,335
Public Works Department	1,287,497	-	1,287,497
Garbage Equipment Reserve	180,000	-	180,000
IT Department	146,311	255,000	401,311
Police Department	351,317	-	351,317
Communications Center	1,596,960	-	1,596,960
Fire Department	1,968,892	-	1,968,892
Engineering Department	23,000	-	23,000
Road Maintenance	2,258,175	150,000	2,408,175
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Total expenditure appropriation	<u>\$ 16,153,307</u>	<u>\$ 280,000</u>	<u>\$ 16,433,307</u>
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Prior year reappropriations	(4,305,208)	-	(4,305,208)
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SECTION 3. The effective date of this ordinance is six days after adoption.

Mindy L. O'Neill, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

FISCAL NOTE
ORDINANCE NO. 6357, AS AMENDED
AMENDING THE 2026 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

GENERAL FUND
\$1,007,700 ~~807,700~~ Increase in Revenue
\$1,135,000 ~~1,001,000~~ Increase in Expenditures

Revenue

1. Taxes
 - **\$1,000,000 ~~800,000~~** increase to room rental taxes
2. Charges for Services
 - \$8,000 increase to fire inspection fees
 - \$50,000 increase to alarm system billings
 - \$55,000 increase to garbage collections
3. Intergovernmental Revenues
 - (\$69,800) decrease to State of Alaska municipal assistance for the community assistance program
 - \$300,000 increase to State of Alaska on-behalf PERS payment
4. Licenses and Permits
 - \$58,000 increase to business license
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6. Rental and Lease Income
 - (\$3,500) decrease to log cabin rental income
 - \$7,000 increase to childrens museum rental income
 - (\$9,000) decrease to fire training center fees due to facility construction

Expenditures

7. IT Department

- \$50,000 increase to outside contracts for software subscriptions

8. General Account

- **\$350,000** ~~280,000~~ increase to distributions for Explore Fairbanks due to increase in room rental taxes
- **\$70,000** ~~56,000~~ increase to economic development due to increase in room rental taxes
- \$300,000 increase to PERS on-behalf payment as received by State of Alaska

9. Police Department

- Change one full-time CSI Evidence Technician position to an Evidence Custodian position (annual savings \$4,480)

10. Communications Center

- (\$60,000) decrease to salaries and benefits **from salary savings** for software subscriptions
- ~~Increase FECC Manager salaries and benefits in the amount of \$30,440 (\$164,100 salaries and \$44,280 benefits for total annual cost \$208,380)~~
- **Change FECC Manager annual salary from \$134,100 to \$160,000**
- Change one full-time Dispatcher position to a Dispatcher/Call Taker position to be flexible in the hiring process (budget will continue to reflect the cost of a Dispatcher)

11. Fire Department

- \$100,000 increase to overtime and benefits

12. Public Works Department

- \$150,000 increase to temporary salaries and benefits for winter season
- **\$50,000 increase to permanent overtime and benefits for winter season**
- \$125,000 increase to fuel, oil, and grease due to cost increases

CAPITAL FUND
\$280,000 Increase in Expenditures

Expenditures

1. Property Repair and Replacement
 - \$125,000 increase to repair leaking fuel line at public works
 - (\$250,000) decrease to city hall roof replacement project
2. IT Department
 - \$255,000 increase to replace server switches (Committed \$64,435 and Unassigned \$190,565)
3. Road Maintenance
 - \$150,000 uncommitment of matching funds for systemic signal upgrades project (Committed Balance \$461,088)
 - Reallocate \$65,000 from 7th Avenue project to Shannon Drive project



CERTIFICATION OF ELECTION

REGULAR ELECTION – OCTOBER 6, 2026

We, the undersigned members of the City Council of the City of Fairbanks, Alaska, in the meeting duly convened this 26th day of October 2026, do hereby certify that the attached election results are true and correct in all particulars.

That **AARON LOJEWSKI**, having received a majority of the votes cast for CITY COUNCIL SEAT E, for a three-year term ending October 2029, is hereby declared elected as a member of the Fairbanks City Council.

That **JOHN RINGSTAD**, having received a majority of the votes cast for CITY COUNCIL SEAT F, for a three-year term ending October 2029, is hereby declared reelected as a member of the Fairbanks City Council.

Jerry Cleworth, Seat A

Crystal Tidwell, Seat D

Valerie Therrien, Seat B

Lonny Marney, Seat E

Sue Sprinkle, Seat C

John Ringstad, Seat F

ATTEST:

D. Danyielle Snider, MMC, City Clerk

Mindy O'Neill, City Mayor



REPORT OF ELECTION CANVASS BOARD

October 6, 2026 Regular Election

We, the undersigned, duly appointed at the Regular Council Meeting of September 14, 2026 to serve as canvass board judges in the regular election of October 6, 2026, do hereby certify that we have examined in detail all absentee ballots, special needs ballots, questioned ballots, and original and questioned registers for each of the seven precincts of the City of Fairbanks.

Upon completion of the canvass, it is our opinion that the attached summary of election returns, as compiled by the City Clerk, accurately reflects the total shown on the Certificate of Election returns by the election board of each voting precinct.

Ramona Kaur

Linda Ness

Barbara A. Kose

Dianne Dahn

Nancy A. Ruydquist

Sam Folsom

B. Heddon

Carol Mustin

Canvass Board Chair

Election Summary Report
Regular Election
City of Fairbanks
October 6, 2026
Unofficial Results

FAIRBANKS CITY COUNCIL SEAT E (Vote for 1)
COF

	Election Day	Absentee	Early Voting	Question	Total	
Times Cast	2,598	161	655	54	3,468 / 22,016	15.75%
Undervotes	73	8	22	3	106	
Overvotes	3	1	0	0	4	
Candidate	Election Day	Absentee	Early Voting	Question	Total	
Aaron Lojewski	1,365	74	256	17	1,712	
Laura D. Houger	256	11	73	8	348	
Tom Allen	872	65	300	24	1,261	
Write-in	29	2	4	2	37	
Total Votes	2,522	152	633	51	3,358	

FAIRBANKS CITY COUNCIL SEAT F (Vote for 1)
COF

	Election Day	Absentee	Early Voting	Question	Total	
Times Cast	2,598	161	655	54	3,468 / 22,016	15.75%
Undervotes	386	31	127	10	554	
Overvotes	1	0	0	0	1	
Candidate	Election Day	Absentee	Early Voting	Question	Total	
John Ringstad	2,089	125	489	39	2,742	
Write-in	122	5	39	5	171	
Total Votes	2,211	130	528	44	2,913	

**Results by Precinct
City of Fairbanks
Regular Election
October 6, 2026
Unofficial Results**

FAIRBANKS CITY COUNCIL SEAT E (Vote for 1)

Precinct	Aaron Lojewski	Laura D. Houger	Tom Allen	Write-in
31-446 Aurora	246	51	138	7
31-455 Fairbanks #1	244	47	207	2
31-480 Fairbanks #2	262	37	181	6
31-485 Fairbanks #3	191	48	114	4
32-355 Fairbanks #4	217	43	135	3
32-365 Fairbanks #5	176	23	80	6
32-375 Fort Wainwright	29	7	17	1
38-000 Absentee	74	11	65	2
39-000 Early Voting	256	73	300	4
40-000 Question	17	8	24	2
Total	1712	348	1261	37

FAIRBANKS CITY COUNCIL SEAT F (Vote for 1)

Precinct	John Ringstad	Write-in
31-446 Aurora	375	20
31-455 Fairbanks #1	391	25
31-480 Fairbanks #2	420	25
31-485 Fairbanks #3	296	22
32-355 Fairbanks #4	326	16
32-365 Fairbanks #5	241	10
32-375 Fort Wainwright	40	4
38-000 Absentee	125	5
39-000 Early Voting	489	39
40-000 Question	39	5
Total	2742	171

RESOLUTION NO. 5241

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR
FUNDING FROM THE BUREAU OF JUSTICE ASSISTANCE FOR THE FY2026
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

WHEREAS, the City of Fairbanks received notification of funding through the Bureau of Justice Assistance for the FY2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$36,962.00 to assist units of local government with their criminal justice needs; and

WHEREAS, the City of Fairbanks Police Department will use funds to lease GPS-enabled vehicle fleet tracking technology (\$36,962.00); and

WHEREAS, the City of Fairbanks is not required to provide a match.

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

SECTION 1. The Mayor or her designee is authorized to execute any and all documents required for requesting and accepting funds on behalf of the City for the FY2026 Edward Byrne Memorial Justice Assistance Grant.

SECTION 2. The effective date of this resolution is six days after adoption.

Mindy O'Neill, City Mayor

YEAS:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5241

Abbreviated Title: FY2026 Justice Assistance Grant (JAG) Federal Program

Department(s): FPD

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:	Contract	Equipment	Personnel	Total
GPS-enabled fleet tracking technology	\$36,962			\$36,962
TOTAL	\$36,962	\$0	\$0	\$36,962

FUNDING SOURCE:	Contract	Equipment	Personnel	Total
Grant Fund (Federal)	\$36,962			\$36,962
TOTAL	\$36,962	\$0	\$0	\$36,962

The City of Fairbanks will request funds to lease GPS-enabled fleet tracking technology for three years. To retain the equipment and tracking capabilities after three years, the annual subscription cost will be at least \$12,081 per year.

Reviewed by Finance Department:

Initial jp

Date 10/7/2026

RESOLUTION NO. 5242

**A RESOLUTION DESIGNATING CHECK SIGNING AUTHORITY
FOR BANKING, INVESTMENT, AND CUSTODIAL ACCOUNTS
OF THE CITY OF FAIRBANKS, ALASKA**

WHEREAS, a change in City staff has made it necessary to designate a new individual with check signing authority.

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

Section 1. That any two of the following named individuals shall be designated as authorized signatories for the City of Fairbanks accounts maintained at Mt. McKinley Bank:

Mindy O'Neill	Mayor
Morgan Dulian	Chief of Staff
Margarita Bell	Chief Financial Officer
Thomas A. Chard	City Attorney
Jacob Merritt	Human Resources Director

Section 2. That any two of the following named individuals shall be designated as authorized signatories for the Key Trust City of Fairbanks AML Investment Pool Accounts:

Mindy O'Neill	Mayor
Morgan Dulian	Chief of Staff
Thomas A. Chard	City Attorney
Jacob Merritt	Human Resources Director

Section 3. That any two of the following named individuals shall be designated as authorized signatories for the U. S. Bank City of Fairbanks Permanent Fund Account:

Mindy O'Neill	Mayor
Morgan Dulian	Chief of Staff
Thomas A. Chard	City Attorney
Jacob Merritt	Human Resources Director

Section 4. That the Chief Financial Officer will file a copy of this Resolution in the business offices of each company referenced above.

Section 5. That the effective date of this resolution is six days after adoption.

Mindy O'Neall, Mayor

YEAS:
NAYS:
ABSENT
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

ORDINANCE NO. 6358

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

WHEREAS, the City of Fairbanks and International Brotherhood of Electrical Workers (IBEW) Local 1547 entered negotiations for a collective bargaining agreement in May 2026; and

WHEREAS, the negotiating teams for the City and IBEW have reached a tentative agreement for a replacement CBA, which upon ratification will be in effect from January 1, 2027 through December 31, 2029.

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

SECTION 1. The attached collective bargaining agreement is hereby ratified.

SECTION 2. The collective bargaining agreement will be effective from January 1, 2027 through December 31, 2029 once ratified by both parties.

SECTION 3. The effective date of this ordinance is six days after adoption.

Mindy O'Neill, City Mayor

YEAS:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS

FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6358

Abbreviated Title: IBEW COLLECTIVE BARGAINING AGREEMENT

Department(s): ALL

Does the adoption of this ordinance or resolution authorize:

- 1) additional costs beyond the current adopted budget? Yes X No
- 2) additional support or maintenance costs? Yes No X
- If yes, what is the estimate? see below
- 3) additional positions beyond the current adopted budg 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:	2027	2028	2029	TOTAL
HEALTH CARE CONTRIBUTION	\$ 176,610	\$ 176,610	\$ 176,610	\$ 529,830
WAGES AND BENEFITS - YEAR 1 JAN TO DEC	\$ 52,270	\$ 52,270	\$ 52,270	\$ 156,810
WAGES AND BENEFITS - YEAR 2 JAN TO DEC		\$ 87,250	\$ 87,250	\$ 174,500
WAGES AND BENEFITS - YEAR 3 JAN TO DEC			\$ 90,140	\$ 90,140
PENSION CONTRIBUTION	\$ 22,330	\$ 22,330	\$ 22,330	\$ 66,990
ANNUAL LEAVE ACCRUAL - PER HOUR	\$ 6,230	\$ 4,690	\$ 5,950	\$ 16,870
TOTAL	\$ 257,440	\$ 343,150	\$ 434,550	\$ 1,035,140

FUNDING SOURCE:	2027	2028	2029	TOTAL
GENERAL FUND	\$ 257,440	\$ 343,150	\$ 434,550	\$ 1,035,140
GENERAL FUND [CURRENT BUDGET]	\$ (125,480)	\$ (126,810)	\$ (129,440)	\$ (381,730)
TOTAL	\$ 131,960	\$ 216,340	\$ 305,110	\$ 653,410

This fiscal note reflects the projected budget increase for the proposed IBEW negotiated collective bargaining agreement, totaling **\$653,410 over the next three years**, net of current budgeted salaries and benefits that will end on December 31. The agreement includes the following: **\$3.00 wage increase for the following positions:** HR Generalist, Controller, Grants Administrator, Accounting Specialists, and Quality Control Officer; **\$2,450.00 for health care per month** for all years of the contract; CPI increase of 1% to 3.5% for Year 2 and Year 3 (projecting 2.0% CPI for both years); and **\$0.25 per hour in pension contributions** for all years of the contract including cashouts. IBEW members will earn annual leave hours per pay period instead of a monthly proration. The City will have additional costs for overtime, annual leave liability, and workers' compensation due to wage increases.

Prepared by Finance Department:

Initial mb

Date 9/28/2026

WORKING AGREEMENT

BETWEEN

THE CITY OF FAIRBANKS

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 1547**

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

January 1, 2027 – December 31, 2029

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AGREEMENT BETWEEN

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

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

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

ARTICLE 1 POLICY, PURPOSE, AND EFFECT OF THIS AGREEMENT

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

The welfare of the City and its employees is dependent largely upon the service the City renders the public. The City values each employee and their contributions to City operations. The City, Union, and employees cooperate to provide efficient, timely, and economical services.

The purposes of this Agreement are:

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

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

ARTICLE 2 RECOGNITION

2.1 - Exclusive Bargaining Agent

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

2.2 - Job Classifications and Descriptions

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

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

- D. Should unresolvable differences as to inclusion or exclusion of additional classifications or reclassifications to the bargaining unit occur, either party may request that the matter be determined by the Alaska Labor Relations Agency, or its successor.
- E. Any jurisdictional disputes involving another union that may arise because of the action of the parties regarding such classifications or reclassifications will be submitted to the Alaska Labor Relations Agency, or its successor, for resolution.

2.3 - Temporary Employees

The City and IBEW recognize the need for temporary employees to cover prolonged absences of permanent employees, to assist in temporary projects, and to cover limited seasonal needs. A temporary employee will not be called in for more than 180 cumulative days in any calendar year. The City will not hire consecutive temporary employees for the same position to avoid offering a permanent position.

2.4 - Work-Study Job Training Program

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

ARTICLE 3 HIRING PREFERENCES

3.1 - Non-Discrimination

The City agrees that it will not discriminate in the hiring or treatment of employees because of race, color, national origin, sex, sexual orientation, age, religion, marital status or changes in marital status, parenthood, disability, genetic information, or union affiliation or activity, or association or political party affiliation and agrees to comply with all applicable Federal and State statutes and regulations prohibiting discrimination.

3.2 - Local Hire Clause

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

3.3 – Nepotism/Fraternization

A person may not be employed when that person is related by blood or marriage to an employee within and including the second degree of kinship if a direct supervisory or direct working relationship would exist.

ARTICLE 4 UNION SECURITY

4.1 - Union Membership

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer, but neither union membership nor payment of an agency fee is a condition of employment with the City.
- B. A business representative or shop steward will be notified and allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a maximum of 60 minutes within 7 calendar days from the date of hire or notification, for a new employee orientation.
- C. The City agrees that it will not discourage an employee from joining the Union or becoming an agency fee payer.
- D. The City agrees that it will not encourage employees to resign or relinquish membership in the Union or revoke authorization of the deduction of fees to the union.
- E. The City agrees that it will not disclose home addresses, personal telephone numbers, personal cell phone numbers, or personal email addresses of any employee to any entity other than the Union without the written authorization of the employee.
- F. The Union will not make any representation to any employee that union membership or payment of an agency fee is a condition of City employment.
- G. The Union will not make any representation to any employee that the employee will not enjoy all of rights and benefits afforded under this CBA if they decide not to join the Union or pay an agency fee. However, nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

4.2 - Exclusive Negotiations with Union

The City shall not negotiate with any organization other than the Union and its

representatives with reference to the terms and conditions of employment of employees covered by this Agreement, except as otherwise provided in this Agreement.

4.3 - Check Off and Payroll Deductions

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

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

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

4.4 - List of Bargaining Unit Members

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

4.5 - Professional Representation

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

4.6 - Employee Representatives

The Union shall have the right to designate a representative or shop steward, and an alternate. The Union shall notify the City in writing as to the identity of the designated representative prior to their assumption of duties as representative. In addition to their work as an employee, the representative or their alternate shall have the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The representative shall, in addition to their work, be permitted to perform during working hours such normal Union duties as cannot be performed at other times. The City will not discriminate against the representative about the proper performance of their Union duties provided that such duties are conducted in a timely manner. The representative(s) shall notify their appropriate supervisor where they can be reached before the assumption of such Union duties. The City has

established a pay code for Union Business and the stewards will track their time using this code, for all Union Business. The Union shall notify the City within 24 hours as to the appointment or official status change of any Union representative.

4.7 - Negotiating Team

The Union and City negotiating teams will consist of no more than 4 persons per side. Employees who are members of, or advisors to a Union negotiating team, may attend negotiating sessions held during the employees' duty hours without loss of pay, provided that no more than 2 on-duty employees may attend any session without loss of pay. This section will not be construed to limit the number of off-duty employees who may attend negotiating sessions if they make their own arrangements to be away from their duties. This section only limits the obligation of the City to pay on-duty employees for attendance.

ARTICLE 5 MANAGEMENT'S RIGHTS

5.1 – General

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

5.2 – Subcontracting

The City reserves the right to subcontract any work falling within the scope of this Agreement. An employee whose position is eliminated because of subcontracting must be offered reasonably comparable work within the City at their regular rate of pay and level of benefits. If no such position is available, the affected employee will be given at least 6 months' notice prior to lay-off or severance pay equal to 6 months' pay and benefits minus the amount of notice given. The employee may opt, however, to take 3 months' severance pay in lieu of 3 months of the notice period. Any employee suffering a loss of hours will be made whole by an amount of pay and benefits equal to their reduction in hours for a 6-month period.

An employee laid off because of the City's exercise of its rights under this Section will have the first right of refusal to their former or any equivalent position, in the event either becomes available within the next 12-month period. Disputes as to the comparability or equivalence of any position will be resolved in accordance with expedited arbitration procedures in Article 7. Notification of vacancy pursuant to this Section will be to the Union's Fairbanks business office. The employee's time to respond to such notice will be as set forth in Article 23, Section 2(B).

ARTICLE 6 HOLIDAYS

6.1 – Listing

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

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

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

6.2 - Observance of Holidays

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

6.3 - Working on Holidays

If a non-exempt employee is required to work on a holiday, the City will pay 8 hours straight time pay for the holiday, plus time and a half for hours worked. If a holiday falls during an employee's vacation, the employee will receive holiday pay, at the straight time pay for the holiday and shall not be charged leave time for that day.

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

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

6.4 – Floating Holidays

If any employee has not used their floating holidays by the end of the calendar year, they will be cashed out.

ARTICLE 7

GRIEVANCE/ARBITRATION PROCEDURE

It is the mutual desire of the City and the Union to provide for the prompt adjustment of grievances in a fair and reasonable manner, with a minimum amount of interruption to work schedules. Every reasonable effort shall be made by both the City and the Union to resolve grievances at the earliest step possible. In furtherance of this objective, the City and the Union have adopted the following procedure as the exclusive means of resolving differences and disputes under this Agreement.

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

7.1 - Regular Arbitration

STEP ONE –

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

STEP TWO –

- A. If the grievance is not settled, the union will submit the written grievance and the immediate supervisor's response to the Mayor, or Mayor's designee, with a written statement as to why the response at Step One was not acceptable.
- B. A grievance initiated solely by the Union and not on behalf of an employee will

begin at this step and be submitted to the Mayor, or Mayor's designee, in writing within 10 working days of receipt of the response of the immediate supervisor. A grievance initiated by the City will commence at this step and will be submitted to the Union in writing. The Union will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Mayor. If the Union rejects the City's grievance remedy, the reason(s) must be stated in the response. Grievances initiated by the Union or the City must state the Article and Section number of this Agreement alleged to have been violated and the way it has been violated. Grievances for which expedited arbitration is sought will also be initiated at this step.

- C. The Mayor, or designated representative, will have 15 working days to meet with all involved parties in conciliation, to investigate and consider the grievance, and deliver a written response to the Business Agent. If the Mayor rejects the grievance remedy, the reason(s) must be stated in the response.
- D. At the parties' meeting, all pertinent facts and information will be reviewed to resolve the matter through conciliation. Where such conciliation efforts are unsuccessful, the grievance may be advanced to arbitration as follows.

7.2 - Expedited Arbitration

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

7.3 - Regular Arbitration/Arbitrator Selection

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

The parties will first attempt to mutually agree on an arbitrator. In the event the parties are unable to agree upon an arbitrator either party may request through the Federal Mediation and Conciliation Service or the American Arbitration Association a list of nine (9) qualified arbitrators from the states of Alaska, Washington, Oregon or California.

- B. Within 5 working days, from the date of receipt of the list, the City and the Union Representative shall meet and alternately strike one name from the list until one name remains. The side to strike the first name will be chosen by the flip of a coin.

- C. If either party fails, or refuses, to jointly request a list of arbitrators or fails or refuses to choose an arbitrator from such list as provided above, then either party may make a demand or submission to the American Arbitration Association, and the neutral arbitrator shall be appointed in accordance with Rule 12 of the American Arbitration Association Arbitration Rules as are in effect at the time of demand.

7.4 - Expedited Arbitration/Arbitrator Selection

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

7.5 - Rules Common to Regular and Expedited Arbitration

- A. The Arbitrator shall consider and decide only the specific issue or issues submitted in writing and shall have no authority to decide issues not so submitted. The authority of the Arbitrator will be limited to the application and interpretation of this Agreement. The Arbitrator shall have no authority to amend, alter, modify, or otherwise change the terms or scope of this Agreement. The Arbitrator is empowered to conduct a formal hearing governed by the procedural rules of the American Arbitration Association, take evidence, issue subpoenas to compel testimony or the production of physical evidence, and

issue a written opinion and award.

- B. The decision of the Arbitrator is final and binding upon the parties to the dispute. The final decision of the Arbitrator will be implemented as soon as possible, but not later than 30 days after the final decision is rendered.
- C. The City and the Union mutually agree to have more than one grievance or dispute submitted to the same Arbitrator. Each grievance or dispute may by agreement be submitted to separately convened arbitration proceedings.
- D. The expenses of the neutral Arbitrator will be borne by the losing party. If, in the opinion of the Arbitrator, the positions of both parties were reasonable and neither party can be fairly considered the losing party, then such expenses will be borne equally by the parties.

7.6 - Employee Witnesses

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

7.7 - Retroactive Pay

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

7.8 – Discharge

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

7.9 – Default

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

ARTICLE 8 DISCHARGE AND NOTICE

8.1 - Timely City Notice to Employee

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

Temporary employees hired for 21 consecutive days or more shall be given 24 hours notice prior to layoff.

8.2 - Timely Employee Notice to City

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

8.3 - Manner of Delivery of Notices

Notices required or allowed by this Agreement to be given to the Mayor will be deemed given when delivered to the Mayor, or when delivered to the Human Resources Director. Notices required or allowed to be given to the Union will be deemed given when delivered to the Union's Business Agent, or when delivered to the secretary or person in charge of the Union's Fairbanks business office. Notices to an immediate supervisor must be personally delivered. Notices to an employee must be personally delivered, or, if an employee is absent from the workplace, will be deemed delivered when placed in the United States mail, postage fully prepaid, certified mail, and addressed to the employee at their mailing address as shown on the records of the City.

8.4 - Termination for Cause

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

ARTICLE 9 HEALTH AND WELFARE

9.1 - Health and Welfare

- A. The City agrees to pay each month for coverage for employees working under the terms of this Agreement in the Alaska Electrical Trust Funds Health and Welfare Plan 500. All new employees will be covered on the first of the month following the date of employment.
- B. The City's contribution will be \$2,450 per month per employee. The City, as part of the package rate increase, will apply up to \$.50/hour to cover an increase to the health care premium for years two and three of this contract.
- C. The Union agrees to allocate sufficient funds from the package rate to comply with the requirements of law regarding minimum and maximum health care funding.
- D. Temporary employees are not eligible for health and welfare benefits from IBEW.

9.2 - Retirement/Pension and Social Security

- A. The City agrees to pay the Alaska Electrical Pension Trust Fund (AEPTF), as described in the Trust Fund Plan Document, dated October 1987, and as amended from time to time, as provided in Schedule A.
- B. The City will contribute \$.25/hour to the pension (outside of the package rate) for all three years of this contract. The City will also apply \$.25/hour to the

pension, as part of the package rate increase, for the second and third year of this contract.

- C. In the event Federal legislation is passed which appears to require public employees participating in a private pension plan to also participate in Social Security, the parties shall meet and by agreement, determine how such legislation shall impact this Agreement.
- D. Employees may voluntarily contribute to the Alaska Electrical Trust Fund Retirement Savings Plan. The City agrees to withhold and forward voluntary contributions authorized by the employee.
- E. The Pension Protection Act of 2006 (PPA) requires an annual actuarial status determination for multiemployer pension plans. An actuarial finding that a pension plan is underfunded can trigger, depending on the severity of the underfunding, the implementation of a plan to improve the funding and/or rehabilitate the plan. Because the funding improvement/rehabilitation plans mandated by the PPA impose certain mandatory contributions to underfunded pension plans, the parties agree that the allocation discretion of Article 9.2 will need to be limited to ensure compliance with the requirements of the PPA and any improvement/rehabilitation plan.
- F. Upon notification of a finding of underfunding, the parties agree to promptly meet and confer regarding the adoption of a revised benefit schedule. Generally, the provisions of an improvement/rehabilitation plan must be implemented only after the CBA then in place expires. The parties may agree to implement the provisions of the improvement/ rehabilitation plan earlier than required if the parties determine it would be advantageous to do so. The parties will prepare a separate addendum for each pension plan found to be underfunded. During the term of any addendum, the parties agree to meet and confer if either party believes there has been a change in circumstances that would warrant amendment of the addendum.
- G. Any increase to the contribution rate for an underfunded pension plan required under an improvement/rehabilitation plan must be paid out of the package rate negotiated by the parties. The City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. Except as may be required by the Employee Retirement Income Security Act of 1974 or other applicable law, the City will not be required to provide any additional funds or make any additional contributions to a pension plan above the negotiated package rate amount. No portion of the package rate may be allocated to any other purpose unless and until contributions and supplemental contributions to the underfunded pension plan have been satisfied.

- H. If at any point the underfunded pension plan emerges from its underfunded status and additional contributions under an improvement/rehabilitation plan are no longer required, the allocation restrictions imposed by this section will be lifted.

9.3 - Deferred Compensation

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

9.4 - Physical Examinations

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

9.5 - Fitness to Perform Duties

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

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

9.6 - Unemployment Compensation

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

9.7 - Section 125 Plan

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

9.8 - IBEW Legal Trust Fund

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

ARTICLE 10 WORKING CONDITIONS

10.1 - Work Week

- A. Members of this bargaining unit are professional, executive, and/or administrative employees, some of whom are exempt from receiving overtime, and as such are required to work enough hours to perform their job duties.
- B. Flexible workweek and workday schedules will be fully considered and used with the mutual consent of the City and employee, including work beyond 8 hours a day and work on more than 5 days.
- C. Non-exempt employees shall receive overtime for all hours that exceed 8 hours per day or 40 hours per week. Employees working a flex schedule are an exception to this rule, whereby overtime will be paid for hours more than the established daily flex schedule or 40 hours per week. No employee will work any overtime or any hours outside the employee's normal schedule without the prior approval of the Department Head. If Management directs an employee to work a scheduled non-standard workweek, e.g., Tuesday through Saturday, then that employee will be compensated at a rate of 1.5 per hour for the work performed on the weekend. This will not apply to employees who ask for a flexible schedule, only to management directed alteration of the work schedule.

- D. Employees called back to work by their Department Head after leaving work will be employed for a minimum of 2 hours or credited with a minimum of 2 hours of work towards the 8 hours for that day or 40 hours of work for that week.
- E. Unless mutually agreed otherwise, an employee called into work outside of their regular shift will be allowed to work all hours of the regular shift on the day called in.
- F. All employees shall be allowed one break not to exceed 15 minutes in duration during the first half of the shift and 15 minutes during the second half of the shift.

10.2 – Job Share

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

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

10.3 - Pay Periods

Paydays will be established covering payroll periods from the 1st to the 15th day of the month, paid no later than the end of that month inclusive, and from the 16th day of the

month to the last day of the month, paid no later than the 15th of the following month inclusive, except when payday falls on Saturday, Sunday, or a holiday. If payday falls on Saturday or Sunday, unless preceded by a recognized holiday, payday will be on Friday. If payday falls on a recognized holiday, payday will be on the day prior to the holiday, unless the recognized holiday is Monday, in which event payday will be on the Friday prior.

10.4 - Revocation of Driver's License

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

10.5 - Work Environment

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

10.6 - Bulletin Boards

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

10.7 – Indemnification

In the event any action or claims are made by a person or entity against any employee, or their estate, for actions done while in the scope of City employment, the claim will be defended by the City and any liability incurred by the employee or estate as a result will be paid by the City, provided that, any actions or claims, defense of liability resulting therefrom will not be paid by the City if the action or claim(s) are based upon acts or omissions of the employee resulting from recklessness, gross negligence, or intentional misconduct. In the event the City Council may by ordinance enact indemnification provisions that provide added protections to employees, such indemnification provisions will apply to this bargaining unit.

In the event the City resolves an action or claim involving an employee for purely pragmatic reasons not involving any misbehavior by the employee, the City will issue a

letter to the employee stating the reasons for the settlement, with a copy to be placed in the employee's personnel file.

ARTICLE 11 PROBATION

11.1 – Object

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

11.2 – Duration

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

11.3 – Dismissal

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

ARTICLE 12 EMPLOYEE RECORDS

12.1 - Examination of Records

Every employee covered by this Agreement has the right to examine all records pertaining to them on reasonable demand, subject to the availability of the Human Resources Director or other employee(s) authorized to produce such files. In no event will an employee be caused to wait more than 8 working hours. The City shall make available original records or copies of the original records for examination by an authorized Union Representative having written authorization of the affected employee(s) upon 24 hours notice from the Union, weekends excluded. Records of issues resulting in disciplinary action below a suspension will be removed from the employee's file after 2 years. In the

case of a disciplinary action at the level of suspension or higher the City, the Union, and the affected employee agree to periodically meet to review documents that relate to “stale” matters when the employee has successfully resolved the problem.

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

12.2 – Work Time Records

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

ARTICLE 13 EQUIPMENT AND CLOTHING

13.1 – Clothing

The City agrees to provide work gloves, boots, coveralls and such other protective clothing to be determined by the Department's approved budget, and as required by State and Federal Safety regulations, for use by members as duties require.

13.2 - City Issued

Employees who are issued equipment for City use will have that equipment receipted to them and will be responsible for its proper use. When the equipment issued becomes damaged, broken, unsafe, or unserviceable, it must be turned in to the City to be repaired or replaced. Employees shall use all reasonable means to protect and secure all City property, equipment, and supplies.

13.3 - Personal Property

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

13.4 - Improved Equipment

The City shall strive to provide employees with equipment that will allow the employees

to work efficiently and improve productivity, e.g., computers, updated software, vehicles, and all other equipment and instruments necessary to perform their work. In the event such necessary equipment is not provided, the employee(s) affected will not be penalized for any loss of efficiency or productivity that may result.

13.5 - City Property

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

ARTICLE 14 SAFETY

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

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

ARTICLE 15 EDUCATION, TRAINING AND TUITION

15.1 - City Provided

The City shall provide education and training necessary for an employee to maintain professional licenses or certifications required by law. City-required education and training will be provided at the City's expense. The actual and necessary expenses incurred by employees for approved official travel outside the City of Fairbanks because of such education and training will be paid pursuant to Article 19, Travel and Per Diem. The provisions of Section 15.2 will not apply if the employee is required by the Mayor, or Mayor's designee, to attend training or education. The parties agree that reimbursement responsibility will be made clear prior to education and training.

15.2 - Employee Requested

Employees are encouraged to pursue training and educational opportunities that enhance their skill and support their roles within the organization. Department Heads may approve relevant training and education for employees if the training aligns with job responsibilities and organizational goals. Department Heads may authorize payment for approved training and education, provided that departmental training funds are available.

ARTICLE 16 WAGES

16.1 - Wage Classification and Salaries

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

- A. Newly created classifications, temporary, and intern employee wage structures will be mutually established by the City and Union assessed by the knowledge, skills, and abilities of the individuals.
- B. The parties recognize that computing a full package rate, in which actual wages, health care and pension costs are computed based on annual compensable hours, is a more accurate method of reflecting the actual cost to the City.
- C. Upon January 1, 2027, employees shall be compensated as provided in the attached Schedule A without an increase of CPI. For the following years of this contract the City will increase the members' package rate by the percentage of the average of the prior three years Anchorage CPI rate with a minimum increase of 1% and a maximum increase of 3.5%.

Examples: 3-year average less than 1%, City pays 1%; 3-year average greater than 3.5%, City pays 3.5%; average between 1% and 3.5%, City pays the actual average increase.

- D. See Article 9.1 for health care and 9.2 for pension contributions to the package rate.

16.2 – Pay for Temporary Assignments

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

16.2.1 – Compensation for Service as Acting Department Head

When a Department Head is on personal leave and unavailable for more than 12 hours to physically respond to the work if needed, another employee will be appointed by the Mayor or Mayor's designee as Acting Department Head. The added duties of this assignment include performance of all duties of the Department Head, including appearance at inter-agency meetings and taking responsibility for overall operations of the Department. While serving as Acting Department Head, the employee will receive the Range E rate of pay for the Department Head. While serving in an acting role for a

non-union leadership role the employee will be paid an additional 10%. All overtime will be at the employee's regular rate of pay, as Department Heads are not eligible for overtime. Any leave cash out will be at the employee's regular rate.

16.3 - Compensatory Time

A. Exempt Employees.

Compensatory time is time off made available to an employee who has worked more than 40 hours per work week because of their attendance at such things as mandatory meetings, actual callouts, evening work on special projects, the completion of which is not feasible during the ordinary workday or workweek, or other similar functions. The accrual and use of compensatory time will be pre-authorized and administered in the manner set forth by the Mayor, as amended from time to time.

B. Non-Exempt Employees.

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

C. Compensatory Time Balances.

No balance beyond 240 hours may be accrued with the exception of public safety employees, whom by law, may accrue up to 480 hours. Any amount of compensatory time accrued by special assignments beyond the 240-hour limit because of this exception must be approved by the Mayor or Mayor's designee and used within 6 months of the date it was earned, beyond which time any amount remaining more than 240 hours will be cashed out. Exempt employees will lose any amount over 240 hours. No employee covered by this CBA may accrue over 480 hours. Any comp time over 80 hours that is not fully scheduled or used by December 31 of each year will be paid by the City to non-exempt employees by January 31.

16.4 - Court Appearance

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

ARTICLE 17 PERFORMANCE EVALUATIONS

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

ARTICLE 18 FILLING OF VACANCIES

18.1 - Promotional Opportunities

The parties understand and agree that hiring and promotional decisions will be made based on merit and fitness. Where merit and fitness are equal, the greater seniority of one applicant over another will be considered an additional qualification. Preference may be given to the acting appointee for the vacant position pursuant to Article 16, Sections 16.2 and 16.2.1 of this Agreement.

18.2 - Vacancy Promotions

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

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

Temporary employees may apply to internally advertised permanent positions.

18.3 - Application Procedure

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

18.4 – Rights

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

18.5 - Promotions/Transfers

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

ARTICLE 19 TRAVEL AND PER DIEM

19.1 - Official Travel Outside City of Fairbanks

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

19.2 - Use of Personal Vehicles

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

ARTICLE 20 PERSONAL LEAVE

20.1 - Personal Leave

A. Employees accrue leave according to the following schedule:

0 to 24 months of service:	7 hours per pay period
25 to 60 months of service:	9 hours per pay period
Greater than 60 months of service:	10 hours per pay period

B. Leave Cap

A cap of 400 hours will be placed on leave. If any employee has over 400 hours of leave at the end of the calendar year, then the amount over 400 hours must be cashed out.

20.2 – Leave Requests

Scheduled personal leave may be taken in conjunction with approved travel on City business so long as any additional expenses to the City are reimbursed by the employee. When personal leave is used for illness or bereavement, the employee must notify the supervisor as soon as possible.

20.3 - Termination Cash Out

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

20.4 - Draw Down of Personal Leave

Subject to the "cap" provision set forth below, any employee covered by this Agreement may cash out their personal leave in accordance with the following schedule. Member "cash out" requests must be submitted to the Mayor or Mayor's designee. The cashed-out hours will be paid on a separate check due at the same time as the employee's next regular paycheck. Cash outs will be subject to union dues, and the City will make pension contributions on all leave cash outs.

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

Total Personal Leave Hours for Draw Down:

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

20.5 - Personal Leave Donations

The parties recognize that it is desirable from time to time to have a means for employees to assist other City employees in time of need. Employees may donate leave in accordance with City policies.

The City does not require the recipient of leave donations to first exhaust their own leave bank to zero.

20.6 - Expiration of Accrued Personal Leave

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

20.7 - Seniority Rights During Illness or Disability

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

20.8 - Job-Incurred Injury or Illness

In the event of a job-incurred injury or illness within the coverage of the Alaska Workers' Compensation Act in effect at the time of injury, the employee's position will be held for such employee until it has been established that the employee will be unable to return to work or one year, whichever is sooner. An award to the employee of Workers' Compensation Permanent Disability will be deemed to establish that the employee will be unable to return to work unless the employee, by returning to work, or by the report of a competent physician establishes that a permanent partial disability will not preclude their return to the job in question. The City will comply with all requirements of the Alaska Workers' Compensation Act. The employee shall be required to submit to their supervisor a monthly report from the attending physician. An employee may choose to use personal leave to supplement income during times of Workers' Compensation leave, provided that total net compensation is equal to or less than the employee's regular compensation.

20.9 - Light or Limited Duty

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

ARTICLE 21 OTHER APPROVED ABSENCES

21.1 - Family/Medical Leave

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

21.2 – Elections

All employees shall be given the necessary time off, without loss of pay, for the purpose of voting.

21.3 - Jury Duty

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

21.5 - Military Service Leave

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

- A. **Eligibility.** Any permanent employee who leaves the City service for compulsory military duty will be placed on military leave to extend through a period of 90 days after their release from the service. Also, a permanent employee shall be granted a leave of absence for the purposes of being inducted or otherwise entering military service. If not accepted for duty, the employee shall be reinstated in their position without loss of status or reduction in pay.
- B. **Restoration.** An employee returning from military leave will be entitled to restoration to their former position, provided the employee makes application within 90 days after their release from duty and is physically and mentally capable of performing the duties of the position involved. If the position the employee vacated no longer exists at the time they are qualified to return to work, such person will be entitled to be reemployed in another existing position of the same class without reduction in pay or loss of status. Disputes as to the employee's fitness will be resolved through expedited arbitration. In accordance with applicable State and Federal laws and regardless of any language or provision of this Agreement to the contrary, there will be no adjustment of an affected employee's anniversary date for seniority or longevity purposes.
- C. **Disposition of Vacation Leave.** An employee who leaves the City service for such military leave without pay may elect to be paid for any accrued leave they may be entitled to as if they were actually separating from the City service. The employee's decision will be noted on the personnel action form effecting the leave. If the employee elects not to be paid for such leave, the accrued leave credits will be reinstated upon return of the employee to the City service.
- D. **Military Reserve Training or Emergency National Guard Service.** Any employee who has completed their probationary period and who is a member of any reserve component of the United States Armed Forces will be allowed leave of

absence for required training or duty for a period not exceeding 120 work hours during any one calendar year. Such military leave will be with pay if all military pay the employee receives for the duties performed on such leave is paid to the City. The Mayor may authorize additional periods of military leave in the event of employee hardship in the event of prolonged involuntary military service.

21.6 - Leave Without Pay

Employees may be granted leave without pay.

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

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

Where leave without pay is granted, the employee will first use their accumulated personal leave.

During an approved leave of absence, an employee's position may be filled by assigned or temporary employees. At the expiration of any period of leave without pay, the employee has the right to and will be reinstated to the position vacated.

21.7 - Union Leave

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

ARTICLE 22 SENIORITY

22.1 - Definition of Seniority

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

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

22.2 - Termination of Seniority

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

ARTICLE 23 LAYOFF

23.1 - General Provisions

- A. Layoff(s) will be made by classification, starting with the least senior member in the classification. A layoff of not less than 12 months, during which the employee returns to work at the first opportunity, will not be considered a

separation. Seniority credits for purposes of completing probation, pay anniversary date and the accumulation of leave benefits will be suspended during the period of layoff.

- B. An employee receiving a layoff notice (the “noticed employee”) has 5 working days to notify the Mayor in writing of the employee’s intent to displace (“bump”) another employee in this bargaining unit with less seniority in the same or lower classification within the City. The Mayor will approve the displacement if (a) the Mayor finds that the noticed employee has the qualifications, skills, training, and experience to perform the work duties of the other employee, and (b) if the noticed employee has worked continuously for the City, regardless of bargaining unit status, longer than the other employee. If the Mayor approves the displacement, the noticed employee will be transferred to the other employee’s classification, at the pay rate of the other employee. The displaced employee will then be given notice of layoff and may invoke the displacement process if eligible.

23.2 - Recall

- A. Procedure. Upon layoff, the laid off employee will be placed on the layoff list for that classification group from which the employee was laid off, and for the bargaining unit. Recall rights exist for 1 year from the effective date of layoff.
1. The classification layoff list will be ranked in inverse order of layoff. The recalled position will be offered to the first employee on the classification layoff list.
 2. If the classification layoff list is exhausted and/or eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most seniority of those employees on the bargaining unit's layoff list that possess the required skills and abilities.
 3. If the bargaining unit's layoff list is exhausted and eligible employee(s) decline appointment or are not available, then the position will be offered to the employee with the most City seniority of those employees on the bargaining unit's layoff list. To receive recall notice from the bargaining unit's layoff list, the employee must provide written notice to the City at the time of layoff of interest and possession of skills and abilities to perform the available jobs. The City shall exhaust the bargaining unit's layoff list.
 4. The laid off employee must have the skills and abilities to perform the position for which they are recalled. Vacant positions which are to be filled may be filled through promotion provided no employee is on layoff from the classification. However, the vacated position may subsequently be filled only in accordance with this Article.
 5. If an employee is recalled to a position in which they have attained regular status, the recalled employee will be appointed to that position as a permanent employee. If an employee is recalled to a position in which they have not attained regular status, the recalled employee will be

appointed to that position as a probationary employee.

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

ARTICLE 24 NO STRIKE OR LOCKOUT

24.1 - No Strikes

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

24.2 - No Lockouts

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

24.3 - Violations

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

ARTICLE 25 SEVERABILITY

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

the date on which the provision was held to be contrary to law or non-complying or unenforceable.

ARTICLE 26

DURATION OF AGREEMENT

26.1 - Term of Agreement

This Agreement will be effective from January 1, 2027 through December 31, 2029. There are not any retroactive provisions associated with this Agreement at the time of ratification. This Agreement may only be amended in the form of Letters of Understanding, executed upon the mutual written agreement of both parties.

26.2 – Negotiations

Either party desiring to amend or modify this Agreement must notify the other in writing. Negotiations for a replacement agreement will begin on or about July 1, 2029, unless another date is agreed to by the parties. A party seeking to amend or modify this Agreement must give the other party written notice, to include the nature of the changes desired. Until a satisfactory conclusion is reached in the matter of such changes, the original provisions will remain in full force and effect. Changes can be made at any time by mutual written agreement and consent.

- A. In the event the expiration date of this Agreement is reached during or prior to the completion of negotiations for a new or modified agreement, this Agreement will continue in full force and effect until a new agreement is reached, ratified, and executed by the parties.
- B. Should negotiations not result in an agreement after negotiations have been in progress for 90 calendar days, the no strike, no lockout provision of the Agreement will become null and void, unless extended by mutual written agreement.

26.3 - Successor Clause

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

26.4 - Dispute Resolution

Per Article 7, any dispute concerning commencement or termination of this Agreement will be specifically reserved for judicial review.

26.5 – Printing

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

26.6 – Ratification

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

ARTICLE 27 DEFINITION OF TERMS

27.1 – Definitions

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

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

- K. "Seniority" is defined in Section 22.1.
- L. "Package rate" includes all sums paid by the City for wages, pension contributions, and healthcare employer contributions.

RATIFIED by the membership of the bargaining unit and approved by City Council Ordinance No.

FOR THE CITY OF FAIRBANKS:

FOR THE UNION:

Mindy O'Neall	Date
Mayor	

Cecil Colley III	Date
President	

Morgan Dulian
Chief of Staff

Date

Brannon Nichols Date
Business Manager/Financial Secretary

Naomi Hewitt	Date
Business Representative	

IBEW SCHEDULE A

EFFECTIVE 01-01-2027

POSITION CLASSIFICATION	RANGE A 90%	RANGE B 92.5%	RANGE C 95%	RANGE D 97.5%	RANGE E 100%	RANGE F 102.5%	RANGE G 105%	RANGE H 107.5%	RANGE I 110%	PACKAGE RATE BASED ON RANGE E
Administrative Assistant	28.17	28.95	29.74	30.52	31.30	32.08	32.87	33.65	34.43	53.18
HR Generalist	33.84	34.78	35.72	36.66	37.60	38.54	39.48	40.42	41.36	59.48
Legal Secretary	33.22	34.14	35.06	35.99	36.91	37.83	38.76	39.68	40.60	58.79
Paralegal	36.00	37.00	38.00	39.00	40.00	41.00	42.00	43.00	44.00	61.88
Records Manager	30.85	31.71	32.57	33.42	34.28	35.14	35.99	36.85	37.71	56.16
Licensing Clerk/Cashier	28.17	28.95	29.74	30.52	31.30	32.08	32.87	33.65	34.43	53.18
City Engineer	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Deputy City Engineer	50.56	51.97	53.37	54.78	56.18	57.58	58.99	60.39	61.80	78.06
Engineer III	47.86	49.19	50.52	51.85	53.18	54.51	55.84	57.17	58.50	75.06
Engineer II	42.50	43.68	44.86	46.04	47.22	48.40	49.58	50.76	51.94	69.10
Engineer I	38.61	39.68	40.76	41.83	42.90	43.97	45.05	46.12	47.19	64.78
Engineer Assistant III	40.17	41.28	42.40	43.51	44.63	45.75	46.86	47.98	49.09	66.51
Engineer Assistant II	37.47	38.51	39.55	40.59	41.63	42.67	43.71	44.75	45.79	63.51
Engineer Assistant I	34.08	35.03	35.98	36.92	37.87	38.82	39.76	40.71	41.66	59.75
Surveyor	47.06	48.37	49.68	50.98	52.29	53.60	54.90	56.21	57.52	74.17
Environmental Analyst	45.31	46.56	47.82	49.08	50.34	51.60	52.86	54.12	55.37	72.22
Quality Control Officer	35.48	36.46	37.45	38.43	39.42	40.41	41.39	42.38	43.36	61.30
Public Works Director	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Building Official	52.73	54.20	55.66	57.13	58.59	60.05	61.52	62.98	64.45	80.47
Code Compliance Inspector	46.67	47.97	49.27	50.56	51.86	53.16	54.45	55.75	57.05	73.74
Police Chief	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Emergency Dispatch Center Manager	45.65	46.92	48.18	49.45	50.72	51.99	53.26	54.52	55.79	72.60
Fire Chief	58.37	60.00	61.62	63.24	64.86	66.48	68.10	69.72	71.35	86.74
Assistant Fire Chief	47.97	49.30	50.64	51.97	53.30	54.63	55.97	57.30	58.63	75.18
Controller #	50.00	51.38	52.77	54.16	55.55	56.94	58.33	59.72	61.11	77.43
Grants & Contracts Administrator	42.43	43.60	44.78	45.96	47.14	48.32	49.50	50.68	51.85	69.02
Accounting Specialist	34.03	34.97	35.92	36.86	37.81	38.76	39.70	40.65	41.59	59.69
INACTIVE REPRESENTED POSITIONS LISTED BELOW										
Property Development Manager	42.62	43.80	44.98	46.17	47.35	48.53	49.72	50.90	52.09	69.23
Combination Building Inspector	38.36	39.42	40.49	41.55	42.62	43.69	44.75	45.82	46.88	64.50
Plans Examiner	38.61	39.68	40.76	41.83	42.90	43.97	45.05	46.12	47.19	64.78
Senior Structural Plan Check Engineer	47.86	49.19	50.52	51.85	53.18	54.51	55.84	57.17	58.50	75.06
General Ledger Accountant/Grants Manager	44.37	45.60	46.84	48.07	49.30	50.53	51.77	53.00	54.23	71.18

NOTES:

Current Police Chief does not participate in IBEW pension plan.

Package includes \$14.13 per hour for health care and \$7.75 per hour for pension.

Section 2.

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

Range A	Range B	Range C	Range D	Range E	Range F	Range G	Range H	Range I
90%	92.5%	95%	97.5%	100%	102.5%	105%	107.5%	110%

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

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

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

Range H & I are meant to apply to employees with extensive knowledge, skills, and ability whose performance is superior.

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

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

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

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

Section 3.

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

ORDINANCE NO. 6359

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE,
SECTION 2-120, RULES OF PROCEDURE**

WHEREAS, under Fairbanks City Charter § 2.10, the council, by ordinance, determines its rules of procedure; and

WHEREAS, the council has established its rules of procedure in Section 2-120 of the Fairbanks General Code; and

WHEREAS, from time to time, council amends its rules of procedure to provide clarity regarding its intent and improve the efficiency of its deliberation and decision-making.

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

SECTION 1. Fairbanks General Code Sec. 2-120 is hereby amended as follows [new text in **bold/underlined** font; deleted text in ~~striktthrough~~ font]:

Sec. 2-120. Rules of procedure.

- (~~h~~**a**) Any motion must be reduced to writing if the presiding officer so requires or any member so demands, and no other motion shall be entertained until reasonable time (not over ten minutes) is afforded for compliance with this rule.
- (~~f~~**b**) The presiding officer shall put all questions in the order in which they are moved unless a subsequent motion ~~shall be~~ **is** previous in its nature; except in naming sums and fixing times, the largest sum and the longest time ~~shall~~ **will** be put first.
- (~~j~~**c**) All motions ~~shall~~ require a second, unless otherwise provided.
- (~~m~~**d**) After a motion is stated or read by the presiding officer, it ~~shall be deemed to be~~ **is** in the possession of the city council and ~~shall~~ **must** be disposed of by vote; but the mover may withdraw it at any time before decision or amendment, by consent of the second.
- (~~k~~**e**) Any member may require the division of a question, when the sense of it will admit.
- (~~l~~**f**) When a question is under debate, the presiding officer shall receive any of the following motions but no other:
 - (1) To adjourn.

- (2) To recess.
- (3) To raise a question of privilege.
- (4) To call for the order of the day, or the regular order.
- (5) To lay on the table.
- (6) For the previous question.
- (7) To limit or extend limits of debate.
- (8) To postpone to a certain time.
- (9) To refer.
- (10) To amend.
- (11) To postpone indefinitely.

When one of the motions referred to in subsections ~~(f)~~(1)–(11) has been made, none of the others inferior to it in the order in which they stand above shall ~~can~~ be made, and in proceeding to vote, motions pending shall ~~shall~~ **must** be put in the order of their rank as arranged in subsections ~~(f)~~(1)–(11). The first seven are not subject to debate. A motion to postpone to a certain time, refer, amend or to postpone indefinitely may be amended; the previous question may be demanded before an amendment, which motion shall ~~be~~ **is** decided without debate. A motion to adjourn shall ~~is~~ always ~~be~~ in order, provided that business of a nature to be recorded in the journal has been transacted since any previous motion to adjourn has been defeated. ~~No motion or proposition of a subject different from that under consideration shall be admitted under color of an amendment.~~ The city council may postpone a motion to a certain time other than the date of the next regular meeting if specified in the motion to postpone, except that a motion may not be postponed beyond three months after its introduction date. When a matter has been especially assigned to be taken up at a fixed time, or at certain stage of proceedings, such matter ~~is~~shall, at the appointed time or at any subsequent time, ~~be~~ in order upon the call of any member, and takes ~~s~~ precedence over all other business.

- (~~eg~~) Any member may make a parliamentary inquiry of the chairman **presiding officer** at any time during the meeting.
- (~~dh~~) Any member may make a point of order without a second at any time. The presiding officer may speak to points of order in preference to other members and shall decide all such questions, subject to appeal to the city council ~~by motion duly seconded, and no other business shall be in order until the question on the appeal has been decided.~~
- (~~bi~~) No appeal from any decision of the presiding officer shall ~~shall~~ **will** be entertained unless it is seconded, and no other business shall ~~be~~ **is** in order until the question on appeal has been decided. The question on the appeal is not debatable and shall ~~be~~ **is** put as follows: "Shall the decision of the chair stand as the judgment of the

city council?" ~~It shall be~~ **The question is** deemed to be decided in the affirmative unless a majority of the votes given are to the contrary.

- (ej) When the previous question is moved by any member, all debate on the main question ~~shall be~~ **is** suspended immediately and the presiding officer shall put the question in the following form: "The previous question is moved on (specifying the motion on which the previous question is demanded). As many as are in favor of ordering the previous question will so indicate." If four members vote "aye," the affirmative has it, the previous question is ordered, and the ~~chairman~~ **presiding officer** will proceed immediately to put to a vote the question on which the previous question was ordered. If less than four members so indicate, the negative has it, the motion is lost, and the question reverts to the immediately pending question which is again open to debate and amendment as if the previous question had not been demanded.
- (k) **Any member may propose amendments to any business before the council, including ordinances and resolutions upon introduction.** No motion or proposition of a subject different from that under consideration shall **may** be admitted under color of an amendment. ~~(a)~~ A motion to amend an amendment shall **may** be in order, but a motion to amend an amendment to an amendment shall **will** not be entertained.
- (il) Any previous vote may be rescinded by **a** vote of four members ~~of the city council~~ at any time, provided the subject matter has not passed out of the control of the city council.
- (gm) **Reconsideration.**

~~Except as otherwise provided, no resolution or ordinance shall be reconsidered on the day upon which the final vote was taken. A member who voted on the prevailing side may:~~

- ~~(1) On the day upon which final vote was taken, give and have entered in the minutes a notice of intention to move a reconsideration at the next city council meeting.~~
- ~~(2) On the day immediately following the vote on a resolution or ordinance, give the city clerk written notice of reconsideration.~~

Notice of reconsideration, with the intent to reconsider at the next regular meeting, may be provided by a member who voted on the prevailing side during the same meeting the vote was taken or by providing the city clerk written notice of reconsideration on the day immediately following the vote. If notice was provided prior to the meeting the motion for reconsideration is being taken up, any member may move reconsideration of the question, and a simple majority may approve the motion.

~~When such notice is given, any member may at the next city council meeting move a reconsideration of the question. The affirmative votes of four members of the city council, excluding the mayor, may order a reconsideration taken up at the same meeting that notice of reconsideration is given.~~

The motion for reconsideration opens for debate, and the question to be considered ~~shall have~~**has** precedence over every other motion except the motion to adjourn. When a motion is reconsidered, that vote is canceled as though it had never been taken. When a majority votes to reconsider, the question immediately recurs upon the question reconsidered. There ~~shall~~ **can** be but one reconsideration, ~~even though the action of the city council after reconsideration is opposite the action of the city council before reconsideration.~~

- (n) In all matters of parliamentary procedure not covered by this section, the most current edition of Robert's Rules of Order, Newly Revised, ~~shall be~~ **is** applicable and govern**s**. In those cases where Robert's does not address the question before the chair, **presiding officer** in sufficient detail to assist in the resolution of the question, the city council ~~shall~~ **will** be guided by parliamentary law as it may be collected from the best authorities.
- (o) The city council rules and order of business ~~shall~~ **will** be observed in all cases unless suspended temporarily for good cause by a vote of five members present. Any member may move at any time for the suspension of any rule, and such motion must be seconded to entitle it to consideration.
- (p) If any member, in speaking or otherwise, transgresses the rules of the city council, the presiding officer shall, or any member may, call him **them** to order; in which case the member so called to order shall immediately cease discussion unless permitted by the presiding officer to explain; and the city council, if appealed to, shall decide the question without debate. If the decision is in favor of the member so called to order, ~~he~~ **they** shall be at liberty to proceed; if otherwise, ~~he~~ **they** shall not proceed without leave of the city council to proceed in order.

Section 2. The effective date of this ordinance is six days after adoption.

Mindy O'Neill, Mayor

YEAS:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney



Mindy O'Neill, Mayor

To: City Council Members

From: Mindy O'Neill, City Mayor

Subject: Request for Concurrence – Fact Finding Commission

Date: October 26, 2026

There are vacancies to serve on the Fact Finding Commission. Erica Dillard and Trevor Funcannon have applied to fill the vacancies, and each applicant meets the qualifications for the respective seats.

I hereby request your concurrence to the following **appointments** to the Fact Finding Commission:

Ms. Erica Dillard	Seat A	Term to Expire: December 31, 2028
Mr. Trevor Funcannon	Seat C	Term to Expire: December 31, 2030

Applications and resumes are attached.

Thank you.

A handwritten signature in blue ink that reads "Mindy O'Neill".

Mindy O'Neill
Mayor





Board Details

The Fact Finding Commission shall assist the City Council in the investigation, collection, assessment, and analysis of any issue referred to the Commission where facts are in dispute or are unknown. It shall establish facts and issue findings to the City Council. Matters shall be referred to the Commission as the City Council and Mayor deem appropriate; and when so referred, shall be referred by motion with a description of the scope and issues requiring factual determination. The Fact Finding Commission shall have the power to administer oaths, subpoena witnesses and compel the production of books, papers, and other relevant evidence. The Commission shall request the Mayor to issue subpoenas as required.

Overview

 **Size** 5 Seats

 **Term Length** 5 Years

 **Term Limit** N/A

Additional

Board/Commission Characteristics

The Fact Finding Commission shall consist of five members appointed by the mayor, subject to confirmation by the City Council; each member shall serve a five-year term. At least three members of the Commission shall be residents of the City. The Commission shall consist of two members who are experienced in the fields of law or judicial enforcement and three members from the public at large.

Meetings

Meetings are called when the subject matter warrants. The chairman is authorized to call meetings, or a majority of the members may require that a meeting be called. All meetings shall be open to the public, except that closed meetings may be held as provided by law. A majority of the Commission shall constitute a quorum; three affirmative votes shall be necessary to carry any question. Minutes shall be kept as a permanent record of all meetings and shall be filed in the Office of the City Clerk.

Enacting Legislation

FGC 2-396 through 2-400

Enacting Legislation Website

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

Joint Commission Details

N/A

Email the Commission Members

factfindingcommission@fairbanks.gov

Profile

Erica

First Name

Dillard

Last Name

Email Address

Street Address

Fairbanks

Suite or Apt

Fairbanks

City

AK

State

99712

Postal Code

Mailing Address

Are you a City of Fairbanks resident? *

☒ Yes

Mobile:

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Fact Finding Commission: Submitted
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.

My diverse background, coupled with my educational experiences and personal affiliations, makes me a strong candidate for the Fairbanks Diversity Council. Growing up as a military brat, I've gained a deep appreciation for different cultures and communities. My academic pursuits in psychology, justice, and sociology have equipped me with the knowledge and understanding necessary to address complex issues of diversity and inclusion. Working at Mount Edgecumbe High School and marrying a Yup'ik man from Bristol Bay have deepened my commitment to supporting Alaska Native youth. My experiences in a sorority, along with my work in early childhood education and over two decades in the mental health field, have helped me cultivate strong interpersonal skills and a commitment to fostering a more equitable and inclusive society. I am eager to contribute my unique perspective and leadership skills to the Fairbanks Diversity Council's mission of promoting diversity, equity, and inclusion in our community.

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

I am interested in serving on a City board or commission because I am passionate about representing all individuals within our community and ensuring they have a voice and a platform to speak for themselves. My commitment to diversity and inclusion drives me to advocate for equitable representation and to foster an environment where everyone feels heard and valued. My extensive experience in the mental health field, spanning over two decades, has equipped me with a deep understanding of the challenges and needs of diverse populations. Additionally, being in a multicultural marriage has provided me with unique insights into the importance of cultural sensitivity and the value of diverse perspectives. These experiences have honed my ability to navigate complex social dynamics and to promote inclusivity and understanding within our community. I am eager to bring my skills, experiences, and passion to the board or commission, contributing to its mission of promoting diversity, equity, and inclusion in our city.

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

Please see attached resume.

Upload a Resume

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

Nothing additional to what has been written above or attached.

Erica A. Dillard

OBJECTIVE

To acquire and secure a challenging position in a reputable agency in order to utilize and expand my education, knowledge, and skills.

Jul 2008 to present **Youth Counselor** (Jul 2008 – November 2008), **Food Services Manager** (November 2008 – Apr 2009), **Coordinator II** (Apr 2009 – Jan 2011), **Acting Director** (Jan 2011 – Feb 2012) **Coordinator I** (Feb 2012 – Mar 2014), **Quality Assurance Specialist** (Mar 2014 – April 2022), **Quality Assurance Manager** (April 2022 – August 2023), **Acting Director of Quality Assurance** (August 2023 – December 2023) and **Director of Quality Assurance** (December 2023 – Present).

Family Centered Services of Alaska

Fairbanks Alaska 99709

Worked as part of a multidisciplinary team intended to provide direct care, intervention and counseling, and function as a role model to SED youth ages 7-17.

Prepared meals in accordance with the Food and Safety regulations. Documented daily meal intake and budgeted in accordance with the allotted purchase order fund.

Coordinated and facilitated treatment team meetings. Updated guardians on residential client status. Developed and monitored Individualized Service Plans. Provided ongoing support and supervision to staff as assigned (supervised Youth Counselors, as a Coordinator II and supervised 3 Foster homes as Coordinator I).

Responsible for the administration, direct daily operation, planning, and goal establishment to ensure the long-term viability and expansion of the Residential Diagnostic Treatment Center (RDT). Provided leadership, guidance, and supervision to RDT staff, including but not limited to evaluation and recommendations for hiring and termination. Ensured that RDT policies and procedures were consistent with State of Alaska and Federal agency laws, regulations, and policies. Developed, managed, and controlled fiscal resources of the program to assure that funding is sufficient to provide quality services.

Oversee the formatting and development of client progress notes, as well as training staff on proper completion of tasks associated with any corrections needed. Conduct internal reviews of client charts in the EMR system to ensure all licensing and Medicaid regulations are being met. Inform program directors of the review results, as well as the progress on all follow-up reviews. Supervise two Quality Assurance Specialists, one Clinical Quality Assurance Specialist, and the EMR System Administrator. Manage the agency's CARF accreditation by ensuring continued compliance with CARF's standards and coordinate activities related to maintaining accreditation. Also, restructuring the QA department to assure we are meeting industry standards of providing Quality Improvement and striving to meet and exceed our agency KPI's.

Oct 2005 to May 2008 **Student Library Assistant**

Rasmuson Library

Fairbanks, Ak 99775

Assisted patrons with book, media, and reserve checkouts. Collected books from book drops.

Shelved, set-up and checked in books. Performed floor pickups. Directed patrons to books and articles both online and in the library.

May 2007 **Behavioral Health Technician**
to *Sitka Counseling and Prevention Services*
Aug 2007 *Sitka, Ak 99835*

Provided direct supportive services to program participants as assigned by supervisor. Monitored client activities, completed documentation, and oriented new participants to the facility and to program policies/rules. Assured that our program-maintained standards compliance. Provided crisis intervention. Planned Therapeutic Recreation for groups. Steered department philosophy toward purposeful interventions and therapies. Worked with and assisted other clinical staff on special projects and duties, led group activities with clients; communicated professionally and respectfully with clients and treatment team. Entered client's progress on AKaims.

May 2006 **In Home Support Specialist** **Lead Caregiver**
to *Center for Community* and *Betty Elliason Child Care Center*
Aug 2006 *Sitka, Ak 99835* *Sitka, Ak 99835*

&
May 2007 Helped youth with Autism and Fragile X Syndrome to attain personal goals; such as: bathing,
to housekeeping, behavioral skills and etc. Evaluated training needs in writing. Developed and
Aug 2007 implemented Individual Program Plans with behavioral objectives for assigned clients.

Supervised school aged children throughout the day. Participated and planned field trips, lesson plans and other daily events. Maintained professional rapport with parents and co-workers.

Aug 2003 **Residential Advisor**
to *Dormitory Management/ Mount Edgecumbe High School*
May 2005 *Sitka, Ak 99835*

Supervised a floor of 86 teen girls my first year and 52 in my second year along with the main dorm lounge. Built a strong personal rapport and relationship of mutual trust with these students. Circulated the floor frequently, looking out for problems and being visibly available to all. Responsible for such regular assignments as medication, room checks, lights out, bed checks, Quiet Time (homework), passes, Check-in, etc. Conducted monthly floor meetings, kept daily log of activities and reported incidents.

Gained trust of students, defused emotional situations such as suicidal thoughts

EDUCATION

Aug 2021 **University of Alaska Fairbanks**
to *Fairbanks, Ak 99775*
Dec 2022 *Master of Arts, Justice Administration*

Master's Project: Bridging the cultural divide: Creating therapeutic foster homes in rural Alaska

Aug 2005 **University of Alaska Fairbanks**
to *Fairbanks, Ak 99775*
May 2008 *Bachelor of Arts, Psychology*

Double minor: Justice and Sociology

Active member in Sigma Sigma Sigma Sorority

Worked with Habitat for Humanity in New Orleans with the UAF Leadership office

Participated in yearly Leadership conferences

Held both Recruitment and President chair in sorority

Assisted and helped organize Student Health Fair at West Valley High School

Aug 2003 **University of Alaska Southeast**
to *Sitka, Ak 99835*
Dec 2004 *Associate of Arts, General Studies*

Jan 2001 **Kodiak College**
to *Kodiak, Ak 99615*
May 2003

Aug 1995 **Baker High School**
to *Mobile Al 36608*
May 1999 *High School Diploma*

LANGUAGE SKILLS

Know basic American Sign Language

Participated in two semesters of ASL

REFERENCES

Available on request



CITY OF FAIRBANKS
Office of the City Clerk
800 Cushman Street
Fairbanks, Alaska 99701
Ph 907-459-6774 | Fax 907-459-6710
cityclerk@fairbanks.us

Please complete this form and submit it to the City Clerk's Office.

CITY BOARD AND COMMISSION APPLICATION FORM

Please note that profile information may be available to the public.

First Name	<u>Trevor</u>	Last Name	<u>Funcannon</u>	Date	<u>09 OCTOBER 2026</u>
Email Address	<u>[REDACTED]</u>				
Board/Committee	<u>Fact Finding Commission</u>				<input type="button" value="v"/>
Phone Number	<u>[REDACTED]</u>	Alternate Number	<u></u>		
Residence Address	<u>[REDACTED]</u>				
City	<u>Fort Wainwright</u>	State	<u>AK</u>	Zip Code	<u>99703</u>
Mailing Address	<u>[REDACTED]</u>				
City	<u>Fort Wainwright</u>	State	<u>AK</u>	Zip Code	<u>99703</u>
Employer (if applicable)	<u>United States Army</u>	Job Title	<u>Military Police</u>		

Interests & Experiences - Please tell us about yourself and why you want to serve. Why are you interested in serving on a board or commission? What life experience can you contribute to the benefit of the board or commission?

See attached paper.

Brief Personal Biography (or attach resume)

See attached Resume.

Professional Licenses/Training

Military Law Enforcement License
FEMA ICS Training

Ofc. Trevor Dale Funcannon

Phone: [REDACTED]

Email: [REDACTED]

Relevant work experience

Military Police Officer (Conservation) | United States Army | Fort Wainwright, AK 05/2026 - Present
Hours per week: 40

As a Conservation Law Enforcement Officer (CLEO) with the U.S. Army, I am responsible for enforcing federal, state, and installation laws and regulations related to wildlife, hunting, fishing, environmental protection, and natural resources on military property. My duties include patrolling training and recreational areas, conducting hunter and angler compliance checks, investigating suspected violations, interviewing individuals, collecting and documenting evidence, and preparing detailed incident and law enforcement reports. I work closely with Military Police, installation leadership, wildlife and natural resource personnel, and outside law enforcement agencies to protect Army lands and ensure public safety. I also educate Soldiers, civilians, and installation visitors on conservation regulations and safe recreational practices while maintaining professionalism, sound judgment, and attention to detail when handling law enforcement contacts and sensitive situations.

Military Police Officer (Plans NCO) | United States Army | Alexandria, VA 06/2025 - 05/2026
Hours per week: 40

As a Company Plans Noncommissioned Officer (NCO) within a U.S. Army Military Police Company, I assisted company leadership with the planning, coordination, and execution of law enforcement operations, military police missions, training events, and administrative requirements. I developed and maintained company training calendars, coordinated personnel and equipment requirements, tracked mission deadlines, and assisted with preparing operation orders, briefings, and training plans. I coordinated with platoon leadership, battalion staff sections, installation law enforcement personnel, and supporting organizations to ensure the company had the resources necessary to accomplish assigned missions. I monitored training requirements and operational readiness, identified scheduling and resource conflicts, and provided timely information to leadership to support mission planning and decision-making. I also maintained accountability of operational requirements and ensured information was effectively communicated throughout the company, contributing to the unit's overall readiness and successful execution of military police operations.

Military Police Officer (Team leader) | United States Army | El Paso, TX 10/2021 - 06/2025
Hours per week: 40

As a Military Police Team Leader in the U.S. Army, I led, trained, and supervised Soldiers while supporting law enforcement, security, and military police operations. I maintained accountability for personnel, weapons, vehicles, communications equipment, and other assigned equipment while ensuring compliance with Army regulations, law enforcement procedures, and safety standards. I supervised patrol operations, responded to calls for service and emergencies, conducted traffic enforcement, supported investigations, and ensured Soldiers properly completed reports and other required documentation. I conducted pre-mission inspections, briefed Soldiers on assignments and responsibilities, and coordinated with squad leadership and other law enforcement personnel to accomplish mission requirements. I also mentored and counseled Soldiers, evaluated performance, conducted training, maintained discipline and readiness, and ensured the health and welfare of personnel under my leadership. I exercised sound judgment and leadership in high-pressure situations while ensuring my team performed its law enforcement and security responsibilities professionally and effectively.

Education

Southern New Hampshire University | Hooksett, NH Completion date: 05/2029
Some college (no degree) | GPA: 3.98 of a maximum of 4.00 | Credits Earned: 47
Major: Political Science (Pre-Law)

Crane R-3 Schools | Crane, MO Completion date: 05/2021
High school diploma or equivalent

Job-related training

Military Police One Station Unit Training (OSUT) – December 2022, Basic Leader Course (BLC) – September 2026,

Language skills

English Spoken: Advanced | Written: Advanced | Read: Advanced

Additional information

Has completed several ICS Courses

Interests & Experiences

I am an active-duty United States Army Military Police Officer with approximately five years of experience in military law enforcement, leadership, public safety, and administrative operations. Throughout my military career, I have served in leadership and planning positions that required professionalism, sound judgment, attention to detail, and the ability to evaluate complex situations while remaining fair and impartial. I am also pursuing a bachelor's degree in Political Science, further strengthening my understanding of government operations, public policy, and civic responsibility.

My interest in serving on the City of Fairbanks Fact Finding Commission comes from my commitment to public service, transparency, accountability, and responsible local government. I believe that effective government decisions must be based on accurate information, objective analysis, and a willingness to consider different perspectives. Serving on this commission would provide me with an opportunity to contribute to the community while helping ensure that matters brought before the commission are examined thoroughly, fairly, and without personal bias.

My experience as a Military Police Officer has taught me the importance of gathering facts, evaluating evidence, conducting investigations, maintaining confidentiality, and making informed recommendations. Additionally, my experience as a Company Plans NCO has strengthened my organizational, administrative, and communication skills, particularly when coordinating with leadership and addressing issues that require careful planning and attention to established policies and procedures.

I understand that serving on a public commission is a responsibility that requires integrity, professionalism, and a commitment to the people it represents. I would bring a disciplined, independent, and fact-based approach to the Fact Finding Commission, along with a willingness to listen, ask difficult questions, and work collaboratively with fellow commissioners.

Ultimately, I am seeking this appointment because I want to make a meaningful contribution to the City of Fairbanks. I believe my background in law enforcement, military leadership, and public administration would allow me to provide a valuable perspective while upholding the public's trust and supporting the commission's mission.



Mindy O'Neill, Mayor

To: City Council Members
From: Mindy O'Neill, City Mayor
Subject: Request for Concurrence – Discretionary Fund Committee Chair
Date: October 26, 2026

Councilmember Marney has chaired the Discretionary Fund Committee since joining the City Council in 2020. With his Council term set to expire on October 26, a successor must be appointed to serve as Chair.

I hereby request your concurrence to the following appointment:

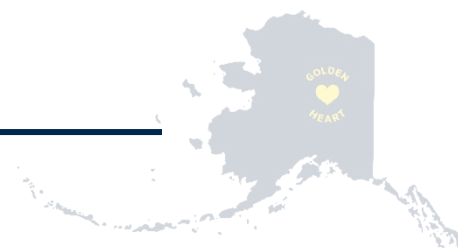
Councilmember Sue Sprinkle

Term to expire: with office

Thank you.

A handwritten signature in blue ink that reads "Mindy O'Neill".

Mindy O'Neill
Mayor





Discretionary Fund Committee

Board Details

The Discretionary Fund Committee acts in an advisory capacity to the City Council by reviewing applications from organizations applying for grant dollars and making recommendations for fund distribution. The primary purpose of discretionary grants is the promotion of the tourism industry and other economic development in the City of Fairbanks.

Overview

- Size 6 Seats
- Term Length 3 Years
- Term Limit 2 Terms

Additional

Board/Commission Characteristics

The Discretionary Fund Committee consists of five community members and a Council person who functions as the Chair, all appointed by the Mayor. Each member serves a three-year term.

Meetings

Discretionary Fund Committee Meetings are held annually in November, December, and January at City Hall in the Council Chambers. Please contact the Office of the City Clerk for meeting dates and times.

Enacting Legislation

FGC Chapter 74, Article V, Room Rental Tax

Enacting Legislation Website

<https://bit.ly/31mwjmd>

Joint Commission Details

N/A

Email the Commission Members

discretionaryfundcommittee@fairbanks.gov



FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING MINUTES
AUGUST 11, 2026, 5:30 – 7:00 P.M.

HELD VIA [ZOOM WEBINAR](#) AND AT
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Fairbanks Diversity Council (FDC)** met on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska. **Member Karen Blackburn** (Seat I) served as the Chair, and the following members were in attendance:

Members Present (in person):

Alyssa Quintyne, Seat B
Rachel DeTemple, Seat D
Dorothy Shockley, Seat F
Lainey Appel, Seat G
Mary Jo Skaggs, Seat H
Herb Butler, Seat J
Jake Merritt, HR Director

Members Absent:

Erica Dillard, Seat A (excused)
Vacant, Seat C
Terry Norman, Seat E
Deirdre Hamilton, Seat K
Mindy O'Neill, Mayor (excused)
Lonny Marney, Councilmember (excused)

Members Present (via Zoom) – none

Also Present:

D. Danyielle Snider, City Clerk

CALL TO ORDER (Reading of Mission Statement and Land Acknowledgement)

K. Blackburn called the meeting to order at 5:30 p.m.

A. Quintyne read the FDC Mission Statement; **M.J. Skaggs** read the Land Acknowledgement.

APPROVAL OF AGENDA

D. Shockley, seconded by **M.J. Skaggs**, moved to APPROVE the agenda. There being no discussion or objection, the agenda was approved.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of June 9, 2026

A. Quintyne, seconded by **L. Appel**, moved to APPROVE the minutes. There being no discussion or objection, the minutes were approved.

CITIZENS' COMMENTS – None

GUEST SPEAKER – FAIRBANKS QUEER COLLECTIVE

Fairbanks Queer Collective Director and Co-Founder Nikan-coa Malbert Narvaez and Co-Founder Wii ho'o' Kowalski (aka Rinam) presented to the FDC. They outlined the FQC's mission to create safe, low-barrier, affirming community spaces for LGBTQIA+ residents in Interior Alaska.

Key Programs:

- Lavender Lounge: The Interior's first explicitly LGBTQ resource center offering weekly drop-ins, peer support, resource navigation, and basic-needs assistance.
- Mutual Aid Network: Peer-to-peer support including transportation help, skill-sharing, community meals/pantry, a free queer closet, and the Legal Café.
- Youth Initiatives: Provides safe spaces, mentoring, leadership, peer education, advocacy, suicide-prevention awareness, joy-centered wellness activities, and community service projects. Youth identified major challenges such as dead-naming, bullying, lack of representation, unsafe environments, and limited mental-health access.
- Community Events: PrideFest, housing mixers, skill-shares, queer history gatherings, sober social/wellness events, youth lock-ins, and the Aurora Queers Youth Museum.

Needs & Challenges:

FQC reported significant strain on its volunteer-run operations, especially after the closure of Anchorage's Identity in May 2026. They spoke about how political climate pressures have complicated partnerships with schools and volunteer recruitment.

Requests for City Partnership:

- Support through fee waivers for public spaces, small grants/micro-grants, and collaboration through City Human Services channels.
- Protect LGBTQ+ residents by updating nondiscrimination language.
- Explore counselor-partnership models to support youth mental-health needs.

Council Discussion & Follow-Up:

FDC members suggested outreach to nonprofit bingo license holders for funding, discussed safety and prevention strategies, requested draft ordinance language, and noted school system challenges.

REPORT FROM THE CHAIR

a) Introduction of FDC Members

K. Blackburn shared that she is a long-time Fairbanks resident and the Executive Director at Northern Hope Center. She stated she has many community and school district ties and was invited to serve on the FDC by a prior Mayor.

M.J. Skaggs stated that she is the President of the Filipino American Society of Fairbanks (FASF) and a family-support and immigrant advocate. She stated that the FASF provides resources to and helps create welcoming spaces for newcomers.

L. Appel stated that she is an accountant and recently finished her college education; she added that she is planning to stay in Fairbanks. She stated that a mentor and former teacher of hers recommended she join the FDC.

R. DeTemple shared that she is an educator and a musician. She spoke about the importance of music to a community and discussed the downtown music community particularly. She stated that she advocates for all-ages music venues and inclusive downtown infrastructure; she stated that she sees music as community-building.

D. Shockley stated that she is Upper Koyukon Athabascan and shared briefly about her family's history. She stated that she has served on the FDC for 4 – 5 years and has been involved in politics and civic engagement her whole life. She spoke about the importance of keeping youth safe in the community.

A. Quintyne stated that she is an organizer and an artist and has helped draft LGBTQ+ legislation. She shared that she is also the founder of "Black Alaskan Art Matters" which helps identify ways to highlight Black creatives. She explained that she takes an impact- and community-oriented approach to things.

H. Butler shared that he authored a book titled, *Assimilation Trail*, available in e-book form on Amazon. He stated that he is a U.S. veteran and has a long-standing record of advocacy within the American Indian community. He explained that he served on the FDC some years ago but was driven away by the Mayor at the time. He indicated that he is happy to serve again on the FDC.

UNFINISHED BUSINESS

- a) Review of Diversity Action Plan (DAP)

With no objection from members, this item was postponed to the next meeting so that Mayor O'Neill could participate. Members were requested to provide further input on the DAP. Members were reminded to email notes and bios to the City Clerk ahead of the next meeting.

NEW BUSINESS

- a) Discussion on Activities and Duties of the FDC

With no objection, this item was postponed, along with the DAP, to the next meeting.

CALENDAR OF EVENTS

Members discussed adding the Stand Down veterans event and election dates to the shared calendar. Clerk Snider stated she would update the calendar and distribute to members.

FDC MEMBERS' COMMENTS

A. Quintyne asked how to use the two-month window productively if the DAP discussion is postponed. **K. Blackburn** recommended that members review the documents, submit questions to staff, and prepare for a more robust discussion at the next meeting.

A. Quintyne asked if staff members present would like to introduce themselves. **K. Blackburn** gave the floor to J. Merritt and Clerk Snider.

J. Merritt stated that he serves as a non-voting member of and resource to the FDC. He indicated that he could answer questions regarding staff and organizational structure.

Clerk Snider stated that her role is to provide administrative support to the FDC by coordinating agendas and packets. She emphasized the FDC's momentum and unrealized potential.

M.J. Skaggs invited FDC members to attend the October 2–3 Filipino leadership convening and cultural celebration. Clerk Snider advised sending an email to the Mayor, copying the Clerk, to align logistics.

MEETING DATES

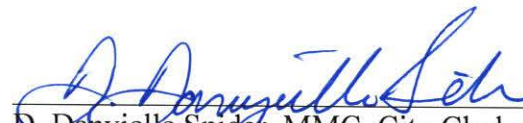
- a) Next Regular Meeting Date, October 13, 2026

ADJOURNMENT

K. Blackburn declared the meeting adjourned at 6:57 p.m.



Mayor O'Neal, Chair



D. Danyielle Snider, MMC, City Clerk

Transcribed by: DS