



FAIRBANKS CITY COUNCIL
AGENDA NO. 2019-03
REGULAR MEETING FEBRUARY 11, 2019
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

WORK SESSION

5:45 p.m. – Permanent Fund Annual Report

It is the mission of the City of Fairbanks to provide quality essential services to all City residents to ensure Fairbanks is a vibrant place to live, work, thrive, and visit.

REGULAR MEETING

6:30 p.m.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
5. CITIZENS' COMMENTS, oral communications to the City Council on any item not up for public hearing. Testimony is limited to three minutes, and the comment period will end no later than 7:30 p.m. Any person wishing to speak needs to complete the register located in the hallway. Normal standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Council Member or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
6. APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by an asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the General Agenda.

7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

- *a) Regular Meeting Minutes of September 10, 2018

8. SPECIAL ORDERS

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

Lic. #	DBA	License Type	Licensee	Premises Address
77	300 Club	Beverage Dispensary	Karen A Meadows-Sours	940 Cowles Street
4862	Southern Wine & Spirits of Alaska	Wholesale – General	Southern Glazer's Wine and Spirits of Alaska, LLC	3101 Peger Road, Bay 2

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6094 – An Ordinance Approving the FAST Planning Inter-Governmental Operating Agreement. Introduced by Mayor Matherly and Council Member Cleworth. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 4865 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the Alaska Department of Public Safety for FY2019 Crime Prevention and Response and Equipment. Introduced by Mayor Matherly.
- *b) Ordinance No. 6095 – An Ordinance Authorizing the Lease of Real Property and Easement to SprintCom, Inc. for Siting of Communications Service Equipment Within the Weeks Field Cell Tower Lease Site. Introduced by Mayor Matherly.

13. DISCUSSION ITEMS (Information and Reports)
 - a) Committee Reports
 - b) Review of City Council Committee/Work Group Assignments

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL
 - *a) Memorandum from Purchasing Agent Notifying Council of Change Order for the Minnie Street Corridor Study

15. COUNCIL MEMBERS' COMMENTS

16. CITY CLERK'S REPORT

17. CITY ATTORNEY'S REPORT

18. EXECUTIVE SESSION
 - a) FFU Labor Negotiations
 - b) PSEA Labor Negotiations

19. ADJOURNMENT



FAIRBANKS CITY COUNCIL
REGULAR MEETING MINUTES, SEPTEMBER 10, 2018
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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

Council Members Present: Joy Huntington, Seat A
June Rogers, Seat B
Valerie Therrien, Seat C
Jonathan Bagwill, Seat D
Jerry Cleworth, Seat E
David Pruhs, Seat F

Absent: None

Also Present: Clem Clooten, Building Official
Margarita Bell, Controller
Paul Ewers, City Attorney
D. Danyielle Snider, City Clerk
Jeff Jacobson, Public Works Director
Mike Meeks, Chief of Staff
Stephanie Johnson, Dispatch Center Manager
Carmen Randle, Chief Financial Officer
Angela Foster-Snow, HR Director
Pat Smith, Development Manager
Eric Jewkes, Police Chief
Bob Pristash, Acting City Engineer
Jim Styers, Fire Chief
Christina Rowlett, Risk Manager/Purchasing Agent
Jackson Fox, MPO Coordinator (FMATS)

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

INVOCATION

The Invocation was given by City Clerk Danyielle Snider.

FLAG SALUTATION

Mayor Matherly asked Ms. **Huntington** to lead the Flag Salutation.

CITIZENS' COMMENTS

Jennifer Yuhas, 1150 Merganser Street, Fairbanks – Ms. Yuhas spoke to Ordinance No. 6080 and stated that she appreciates the Council taking a look at Chapter 42 of the Fairbanks General

Code (FGC). She stated that the Council has an opportunity to take the lead on labor issues, and she spoke in favor of postponing the ordinance again and possibly even referring it to a committee.

Mindy O’Neill, 234 Princess Drive, Fairbanks – Ms. O’Neill spoke in opposition to Ordinance No. 6080. She stated that there was a town hall meeting to look at the ordinance, and she stated that a letter asking the Council to postpone the ordinance resulted from that meeting. She suggested that the Mayor and Council form an ad hoc work group with members of the public, union organization representatives, and City Council Members to review and clean up the Code.

Mr. Cleworth stated that the letter he received stated there was a town hall meeting on September 4; he asked whether the Council was informed of that meeting. Ms. O’Neill replied that it was a public meeting, but she is not aware that there was a personal invitation sent to the City Council. **Mr. Cleworth** stated that he would have attended the meeting had he been aware of it. He asked Ms. O’Neill what part(s) of Ordinance No. 6080 she is opposed to. Ms. O’Neill replied that it is problematic that the section of Code has not been updated in 20 years; she added that to open it up under the guise of housekeeping is disingenuous. **Mr. Cleworth** asked Ms. O’Neill which part(s) of the ordinance she believed made significant changes to the Code. Ms. O’Neill stated that it is difficult to say since the public was not provided with a version that shows all the changes. **Mr. Cleworth** stated that he went through very carefully and compared the original language to Ordinance No. 6080 to ensure nothing was missed.

Ms. Therrien asked Ms. O’Neill if there is any specific portion of the ordinance she is concerned about. Ms. O’Neill stated that based on the public meeting, it seemed to be the consensus that the entire chapter needs to be reviewed more thoroughly. She added that she is not prepared to discuss specific parts of the ordinance.

Mr. Pruhs asked Ms. O’Neill when the section of Code has failed. Ms. O’Neill stated that there continue to be issues with labor contract negotiations. **Mr. Pruhs** stated that the Council was not notified of the meeting that was held.

Ms. Rogers asked how the recent public meeting was noticed. Ms. O’Neill replied that it was publicized mostly through Facebook and electronic media. She stated that they also emailed it out to their membership. **Ms. Rogers** stated that it seems the notice may have only gone to certain groups of people with access to social media. Ms. O’Neill stated that they are not subject to the Open Meetings law, and it was an honest attempt to give members and the public an opportunity that the Council was not able to give. **Ms. Rogers** stated that she does not feel that the Council was boxing things in but was giving an open-ended opportunity for discussion. She stated that she has a problem with using labels such as “disingenuous.” She asked Ms. O’Neill what has caused people to perceive that the rewrite of the ordinance was disingenuous. Ms. O’Neill expressed that she felt it was disingenuous to not provide the public with a strikethrough version of Ordinance No. 6080 and to call the ordinance “housekeeping” when there were substantial changes made to it. She stated she did not intend to hurt anyone’s feelings by using the term disingenuous.

Adrienne Helinski, 1435 3rd Avenue, Fairbanks – Ms. Helinski asked that a vote on Ordinance No. 6080 be postponed so that a work group could be convened to review it. She stated that a

well-noticed public meeting should be put together also. She stated that the Code as it is written has some problems that is likely causing some of the issues with labor negotiations. Ms. Helinski stated that the changes in the ordinance will cause more time, resources, and money to be expended. She stated that she does not see a reason for immediate action, and she urged the Council to postpone it.

Mr. Cleworth asked what changes in Ordinance No. 6080 would increase costs for the City. Ms. Helinski replied that she is not prepared to speak in detail about the ordinance.

Mr. Bagwill asked about the outcome of the September 4 meeting besides the letter requesting postponement. Ms. Helinski stated that the goal was to hear peoples' thoughts on the ordinance.

Kathy Ottersten, 1435 3rd Avenue, Fairbanks – Ms. Ottersten supported the idea of a working group to work on the ordinance. She expressed distaste for what she referred to as a gag rule in the ordinance which prohibits members of the community from communicating with Council Members just because they are a member of a bargaining unit at the City. She commented that the Fairbanks Firefighter's Union (FFU) contract on the consent agenda is a good move forward.

Mr. Cleworth asked Ms. Ottersten whether she believes it would be proper for a Council Member to communicate directly with members of a bargaining unit in regard to labor negotiations. Ms. Ottersten replied that it may not be proper for a Council Member to reach out to an individual union member but stated that if someone came to speak to a Council Member, the Council Member should be able to hear their concerns. She stated that it could be required that the Council Member disclose the conversation to the rest of the Council.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney stated that he has witnessed local artists, musicians, demonstrations, and other activities downtown in the Golden Heart Plaza without a police presence. He stated that recently, there was a man preaching the gospel in the park, someone called the police, and two police officers showed up to question the man. He stated that this was not an isolated incident and spoke to the freedoms of speech and religion. Mr. Turney stated that he hopes the remains of the woman from Conway, Arkansas could be returned to her family. He stated that the remains had been stolen in a burglary and showed up on his doorstep. He stated that Police Chief Jewkes was out of line when he made a comment to the News Miner in regard to the case of the woman accused of killing her children.

Shoshana Kun, 326 Wedgewood Drive, #E-27, Fairbanks – Ms. Kun congratulated Green Life Supply on their license coming up for renewal. She stated that there is something to Ordinance No. 6080, and it would be a good idea for everyone to come together and discuss the ordinance. She spoke in favor of forming a committee and holding future meetings about the issue.

Mr. Bagwill asked Ms. Kun to provide a specific area of concern with Ordinance No. 6080. Ms. Kun stated that there are some words used throughout the ordinance that are not defined. She stated that if the whole chapter is being amended, it should be done correctly.

Ms. Rogers asked Ms. Kun if she would be willing to serve on an ad hoc committee to review Ordinance No. 6080; Ms. Kun replied affirmatively.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger agreed with Mr. Turney that Chief Jewkes should have used the term “alleged” or “suspect” when referring to case involving the children who died. He spoke about various potholes in the City and to the waste of labor he witnessed recently when observing street striping on 10th Avenue. He stated that the City could save some money on labor. He stated that he believes Police Chief Randall Aragon was the best police chief the City has ever had.

Mike Farrell, PO Box 72822, Fairbanks – Mr. Farrell read a letter to the editor that appeared in the News Miner on August 6, written by LeRoy Wiedeman. The letter spoke in opposition to building a new convention center downtown in the place of the Polaris Building. He spoke in agreement with the article. Mr. Farrell stated that he is happy Lloyd Hilling is running for City Council and spoke highly of him.

Morgan Clay, 1305 Ridgepointe Drive, Fairbanks – Ms. Clay stated that she is a board member of the American Foundation for Suicide Prevention Alaska Chapter, and she is attending on behalf of the AFSP board and the Fairbanks Wellness Coalition regarding the Proclamation declaring September 9 – 15 Suicide Prevention Week in Interior Alaska. She thanked Ms. Rogers for helping get the ball rolling, and she thanked local Mayors for signing the proclamation to help raise suicide awareness. Ms. Clay stated that it is safe to say that everyone has been touched by suicide, and she stressed the importance of education. She stated she is excited to hear the proclamation read.

Ms. Huntington asked Ms. Clay to provide one tip for what people can do to help. Ms. Clay encouraged everyone to ask questions when in a conversation with someone who may have something plaguing them or where one might see a red flag. She stated that often times people who have mental health issues feel isolated.

Mr. Bagwill asked Ms. Clay to leave behind some contact information for the local chapter. Ms. Clay stated that folks can get in touch with her on Facebook or call her at home. She listed some other local resources.

Mayor Matherly read the Proclamation signed by all three local Mayors recognizing September 9 – 15, 2018 as National Suicide Prevention week. He applauded the work of Morgan, Betty, and all of the group. He opened public comment to anyone who had not signed up to testify.

Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert stated that she has been reading about the shooting of Cody Eyre, and she stated that police need to be trained not to shoot at young men who could have a long life ahead of them. She stated that everyone makes mistakes, but a person should not die from their mistakes. She suggested that the City use marijuana tax revenue to pay for the lawsuits against the City that have resulted. Ms. Herbert stated that marijuana tax revenue should also be used to provide beds for addicted persons in Fairbanks. She again spoke to the need for training police officers differently.

David van den Berg, Executive Director of Fairbanks Downtown Association – Mr. van den Berg thanked everyone who has supported the downtown block party over the summer. He thanked the City for agreeing to purchase the Polaris Building and for addressing problems with

the old dairy in the downtown area. He thanked the Public Works Department for the extra work they put in downtown trimming bushes and maintaining trees.

Ms. Rogers asked Mr. van den Berg whether he has encountered any of the problems folks were concerned about when the idea of the block party was being discussed. Mr. van den Berg replied that he did not hear of any problems resulting from the decrease in parking. **Ms. Rogers** stated that she had not heard reports of problems either.

Mr. Cleworth asked Mr. van den Berg whether there funding for the community service patrol (CSP) would change in 2019. Mr. van den Berg replied that he is not aware of any changes.

Mayor Matherly declared Citizens' Comments closed as the time was 7:30 p.m.

APPROVAL OF AGENDA AND CONSENT AGENDA

Mr. Pruhs, seconded by **Mr. Bagwill**, moved to APPROVE the Agenda and Consent Agenda.

Mr. Cleworth pulled Ordinance No. 6083 from the Consent Agenda.

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

City Clerk Snider read the Consent Agenda, as Amended, into the record.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of June 11, 2018.

APPROVED on the CONSENT AGENDA.

SPECIAL ORDERS

a) The Fairbanks City Council heard interested citizens concerned with the following Marijuana License Applications for Renewal:

Lic. #	DBA	License Type	Licensee	Address
11927	Green Life Supply, LLC	Retail Marijuana Store	Green Life Supply, LLC	511 30th Avenue
10958	Green Life Supply, LLC	Standard Marijuana Cultivation Facility	Green Life Supply, LLC	511 30th Avenue

Ms. Therrien, seconded by **Ms. Rogers**, moved to WAIVE PROTEST on the Marijuana License Applications for Renewal.

Frank Turney – Mr. Turney expressed support for the license renewals. He stated that the owner has been taking care of the problem with the smell of cannabis in the air surrounding the business.

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

Ms. Rogers pointed out that the notice of violation from the state was taken care of by the applicant. She spoke highly of the business owner's character. **Mr. Pruhs** noted that this is the second renewal for the business, and the owner continues to be responsible.

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

YEAS: Huntington, Therrien, Pruhs, Cleworth, Rogers

NAYS: Bagwill

Mayor Matherly declared the MOTION CARRIED.

- b) The Fairbanks City Council determined the costs and method of recovery of costs for the clean-up and securing of a property located at 124 2nd Avenue (Lots 11, 12, 13, & 16; Block 9, Fairbanks Townsite), Fairbanks, Alaska.

NOTE: The purpose of this hearing is to:

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

Ms. Therrien, seconded by **Ms. Rogers**, moved to ACCEPT the clean-up costs as presented in the amount of \$18,387.84.

Building Official Clem Clooten briefed the Council on the cleanup at 124 2nd Avenue.

Ms. Rogers asked whether the City has still been receiving complaints from neighbors about the property. Mr. Clooten replied that the City has received no recent complaints.

Mayor Matherly asked whether the property owner was present and wished to speak. No one came forward.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT THE CLEAN-UP COSTS AS PRESENTED IN THE AMOUNT OF \$18,387.84 AS FOLLOWS:

YEAS: Cleworth, Pruhs, Rogers, Huntington, Bagwill, Therrien

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

Mr. Cleworth, seconded by **Ms. Huntington**, moved to AUTHORIZE that a lien be filed against the property in the approved amount of \$18,387.84.

Ms. Therrien requested that the amount also be made a personal obligation of the property owner. City Attorney Ewers clarified that the Abatement Code allows for both a lien and a personal obligation.

Mr. Cleworth, with the concurrence of the Second, moved to include a personal obligation of the property owner in the main motion.

Mr. Pruhs asked whether the City could foreclose if the amount was not paid within a certain timeframe. Mr. Ewers stated that there is such a process, but he does not believe it will get to that point. He stated that the lien can be filed as soon as the Council authorizes it.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AUTHORIZE THAT A LIEN BE FILED AGAINST THE PROPERTY IN THE APPROVED AMOUNT OF \$18,387.84 AND THAT THE AMOUNT BE MADE A PERSONAL OBLIGATION OF THE PROPERTY OWNER AS FOLLOWS:

YEAS: Pruhs, Therrien, Huntington, Cleworth, Bagwill, Rogers

NAYS: None

Mayor Matherly declared the MOTION CARRIED.

- c) The Fairbanks City Council determined the costs and method of recovery of costs for the clean-up and securing of a property located at 33 Timberland Drive (Lot 6, Block 1, Timberland Subdivision), Fairbanks, Alaska.

NOTE: The purpose of this hearing is to:

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

Ms. Therrien, seconded by **Ms. Rogers**, moved to ACCEPT the clean-up costs as presented in the amount of \$1,574.87.

Mayor Matherly asked whether the property owner was present and wished to speak. No one came forward.

Ms. Therrien stated that it appears a letter was sent to the property owner in Ireland; she asked the City Clerk whether there was any indication that the owner received the notice. Clerk Snider stated that she had not yet received confirmation of receipt of the letter she sent to the property owner in Ireland. She stated that she also sent a letter to another address on Timberland Drive the Borough had listed as a second address for the property owner.

Mr. Clooten stated that he does not have proof of receipt of the letter he sent to the property owner in Ireland in 2013. He indicated that the owner did receive the letter because she met with the former Mayor about the issue. Mr. Clooten briefed the Council on the history of incidents and cleanup at 33 Timberland Drive.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT THE CLEAN-UP COSTS AS PRESENTED IN THE AMOUNT OF \$1,574.87 AS FOLLOWS:

YEAS: Bagwill, Cleworth, Rogers, Huntington, Therrien, Pruhs
NAYS: None
Mayor Matherly declared the MOTION CARRIED.

Ms. Therrien, seconded by **Mr. Bagwill**, moved to AUTHORIZE that a lien be filed against the property in the approved amount of \$1,574.87 and that the amount be made a personal obligation of the property owner.

Mr. Ewers stated that since the property owner appears to reside in Ireland, it is unlikely that the City would be successful with a personal obligation. He suggested that the Council file only the lien against this property.

Ms. Therrien, with the concurrence of the Second, moved to exclude a personal obligation of the property owner in the main motion.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AUTHORIZE THAT A LIEN BE FILED AGAINST THE PROPERTY IN THE APPROVED AMOUNT OF \$1,574.87 AS FOLLOWS:

YEAS: Rogers, Bagwill, Therrien, Pruhs, Cleworth, Huntington
NAYS: None
Mayor Matherly declared the MOTION CARRIED.

Mayor Matherly thanked the Building and Public Works Departments for their work in getting the two properties cleaned up.

MAYOR'S COMMENTS AND REPORT

a) Special Reports

Brittany Smart, Fairbanks North Star Borough Mayor's Office – Ms. Smart updated the Council on the upcoming Clear the Air Conference taking place September 21 and 22 from 8 a.m. to 5 p.m. at the Wedgewood Resort. She spoke to the format and agenda for the conference, and she invited the Council to attend.

Jerry Evans, Explore Fairbanks Public Relations Manager – Mr. Evans stated that they are on track to break a record by having 30 journalists/writers/reporters visit Fairbanks this year. He talked about the various in-flight magazines that have highlighted Fairbanks as a destination and to the value of that specific type of advertising. He stated that Explore Fairbanks makes an effort

to deliver a lot of bang for the buck. He thanked the City Council for reinvesting bed tax dollars into destination marketing.

Mayor Matherly clarified, in reference to Mr. Farrell's earlier comments, that any discussion of a convention center in the place of the Polaris Building is not coming from the City of Fairbanks. He stated that the City is working on a plan to demolish the Polaris Building. He stated that there will be a gathering at the Fairbanks Fire Department on September 11 at 9:30 a.m. to remember those who lost their lives on September 11, 2001. He stated that there will be another ceremony that day in Veteran's Memorial Park next door to City Hall. **Mayor Matherly** announced that the next Fairbanks Diversity Council meeting would be on September 11 at 5:30 p.m. He reminded folks of the upcoming FNSB mayoral debate and the October local election. He stated that he participated in the One Homeless Night event for the local youth shelter, The Door. He stated that he received some negative feedback about the event, accusing the participants of having too much fun and mocking the homeless. He clarified that was not the intent or what was actually happening at the event; he stated that it is a fundraiser, and participants were not mocking the issue of homelessness.

Mayor Matherly shared that there is nothing to report on IBEW labor negotiations and requested that the item be removed from the Executive Session. No members objected.

COUNCIL MEMBERS' COMMENTS

Ms. Huntington stated that she appreciates everyone's patience in the changes to the order of business, and she expressed appreciation for all those who came out to speak on Ordinance No. 6080. She stated that she is not as concerned as others that there was a separate meeting held on the issue that the Council was not invited to. She expressed hope that the Council could find a good way forward with the ordinance.

Ms. Rogers expressed appreciation for all those who came to testify; she specifically thanked Ms. Herbert for always reminding the Council of the tragedies that have happened in Fairbanks. She commended Ms. Yuhas for being a tremendous spokesperson, and she indicated that there is opportunity for a lot more discussion on Ordinance No. 6080.

Ms. Therrien echoed comments of Ms. Huntington and Ms. Rogers. She stated that she would have attended the town hall meeting if she had been aware it was happening.

Mr. Pruhs stated, in response to Mr. Farrell's earlier comments, that he would be excited about redevelopment of the property the Polaris Building sits upon once the building is demolished.

Mr. Cleworth stated that the protocol for the new format for Citizens' Comments should be such that anyone wishing to speak who did not sign up should be given the opportunity to speak until 7:30 p.m.

Mr. Bagwill expressed appreciation for the folks who met to discuss Ordinance No. 6080. He reminded everyone to do what they can to remember 9/11.

UNFINISHED BUSINESS

- a) Ordinance No. 6080, as Amended – An Ordinance Amending Fairbanks General Code Chapter 42, Labor Relations and Negotiations. Introduced by Council Members Cleworth, Pruhs, and Rogers. POSTPONED from the Regular Meeting of August 20, 2018; public hearing was held at that time.

The motion to ADOPT Ordinance No. 6080 was made on August 20, 2018 by Mr. Pruhs and was seconded by Mr. Cleworth.

Mr. Cleworth stated that he approached the City Attorney about making one change to Chapter 42; he stated that he knew that there were many parts of the chapter that were obsolete, and he and the Attorney agreed that the language in the chapter should be cleaned up. He referenced the letter from Ms. Yuhas and the letter the Council received from the group of citizens who met regarding Ordinance No. 6080. **Mr. Cleworth** asked City Attorney Ewers to go over the process in rewriting Chapter 42.

Mr. Ewers stated that he recommended cleaning up and reorganizing Chapter 42 when he was approached by Mr. Cleworth with a change. He stated that he began drafting the ordinance using the bold/underline/strikethrough format, but it would have been unreadable due to amount of reorganization. He stated that the only material change is the requirement that the Mayor must present the Council with full financial information prepared by the Chief Financial Officer prior to an ordinance being introduced to ratify the contract. Mr. Ewers stated that he is having difficulty grasping the concerns with changes in the ordinance. He stated that the process by which the Council directs the Mayor to conduct labor negotiations is not something that is negotiated with the unions. He stated that it sounds like people are trying to negotiate the terms of the ordinance, and it seems to have gotten off track. He stated that the ordinance does not change the way labor negotiations are conducted. Mr. Ewers stated that the ordinance can be amended, repealed, or reenacted. He briefly reviewed some of the changes that were made in an effort to remove outdated or obsolete language.

Ms. Therrien asked what would change in Chapter 42 if Ordinance No. 6080 were adopted. Mr. Ewers replied that the language in Sec. 42-2(b)(6) and Sec. 42-2(b)(3) varies from the existing language. **Ms. Therrien** asked whether the ordinance would affect the FFU contract which has already been introduced for ratification. Mr. Ewers replied that it would not affect the contract.

Mr. Pruhs stated that some of the comments he heard indicated that the ordinance is a waste of resources. He stated that if the ordinance had been in place four years ago, there would not have been a lengthy lawsuit with the Public Safety Employees Association (PSEA). He stated that the City Council could amend the ordinance at any time in the future.

Ms. Huntington spoke to finding a positive and productive path forward. She stated that she can see the reasoning behind the ordinance. She stated that she does not believe it is unreasonable for a person to request a bold/underline/strikethrough version of the ordinance so that changes could be easily seen. **Ms. Huntington** indicated that she may support postponement of the ordinance, and she asked what it would take to hold a work session where the City Attorney could go through the ordinance to explain the changes. She commented that

she would like people to be comfortable with the conclusion of the ordinance. City Attorney Ewers replied that he could do that.

Mr. Pruhs stated that the City Attorney went through the ordinance at the last Finance Committee meeting. He indicated that he would not support postponement.

Ms. Therrien expressed agreement with Ms. Huntington; she stated it does not hurt to postpone.

Ms. Therrien, seconded by **Ms. Rogers**, moved to POSTPONE Ordinance No. 6080, as Amended, to the first meeting in November so that a Work Session could be held before that date.

Mr. Pruhs stated that new Council Members would be seated before that November meeting, and he commented that it may not be productive to postpone.

Mr. Cleworth stated that the reason for the first postponement was so that people could have some time to review and digest the ordinance. He spoke against another postponement of the ordinance. He stated that the ordinance was never intended to be a big political issue.

Ms. Rogers stated that postponement is opportunity for collaboration and that collaboration is a learning experience. She stated the most productive thing to do is to listen to each other.

Ms. Huntington stated that she agrees that the ordinance would be a lot to throw at new Council Members. She commented that she would like the ordinance to be postponed to October.

Ms. Therrien, with the concurrence of the Second, moved to change the date of postponement to the first meeting in October with a Work Session to be set up prior to that meeting.

Ms. Huntington acknowledged others' hesitation with postponement. She stated, however, that a little bit more time will not hurt anyone.

Mayor Matherly stated that he fails to see the real controversy with the ordinance. He stated that people have had time to review the ordinance and speak to the Council. He reminded the Council that there are some big issues coming in the near future like the seating of new Council Members and the City budget. He stated that there is no need to postpone Ordinance No. 6080.

Mr. Bagwill stated that he asked about the outcome of the town hall meeting that was held, and there was not really an answer given. He stated that he has questions about the gag rule that was referenced earlier in the meeting. He spoke to the lack of specificity in the criticisms and comments given on the ordinance, and he questioned why the Council would postpone the ordinance.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6080, AS AMENDED, TO THE FIRST MEETING IN OCTOBER SO THAT A WORK SESSION COULD BE HELD BEFORE THAT DATE AS FOLLOWS:

YEAS: Huntington, Therrien, Rogers

NAYS: Bagwill, Pruhs, Cleworth, Matherly
Mayor Matherly declared the MOTION FAILED.

Mr. Cleworth stated that in the 1980s union negotiations were a failure. He stated that the current Code came about after that time and has been in effect ever since. He stated that Chapter 42 is a protocol for how the City should conduct negotiations. He read aloud the portion that has been referenced as a gag rule and stated that it prevents Council Members from undermining the negotiating team during negotiations. **Mr. Cleworth** stated that any union member or member of the public can speak to Council Members or write them an email at any time with their concerns or opinions. He stated that Council Members can listen to comments and concerns but cannot enter into separate negotiations. He spoke to the situation four years ago when inaccurate financial information was provided to the Council on the PSEA labor contract they were considering. He stated that the Council voted to approve the contract, but it was later reconsidered and failed. He explained that the action resulted in four years of litigation which is still ongoing. **Mr. Cleworth** stated that the contract was not affordable, and if the Council and administration had had complete and accurate financial information up front, litigation could have been avoided. He stated that it is fundamental for the Council to have sound financial information prior to voting on a contract. He applauded the City Attorney for the work he did on Ordinance No. 6080.

Ms. Therrien, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6080, as Amended, by changing the effective date to October 31, 2018.

Mayor Matherly stated that he does not feel that the effective date needs to be changed as it will have no effect on the FFU contract that the Council is currently considering. Chief of Staff Mike Meeks stated that he provided the Council with financial information from the CFO prior to the introduction of the ordinance to ratify; he stated that the new requirement in Ordinance No. 6080 has already been met.

Mr. Cleworth questioned why Ms. Therrien is requesting that the effective date be changed to the end of October if the FFU ordinance would be voted on September 24. **Ms. Therrien** replied that she would be okay with changing the effective date to coincide with the effective date of the FFU labor contract ordinance.

Mayor Matherly questioned why the effective date of Ordinance No. 6080 needs to be changed at all.

Ms. Therrien, with the concurrence of the Second, moved to WITHDRAW the motion to amend.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6080, AS AMENDED, AS FOLLOWS:

YEAS: Pruhs, Huntington, Cleworth, Bagwill, Rogers
NAYS: Therrien
Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6080, as Amended, ADOPTED.

NEW BUSINESS

- a) Resolution No. 4843 – A Resolution Authorizing Deputy Chief Johnson to Retain His Retention Bonus Received in December 2017. Introduced by Mayor Matherly and all City Council Members.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Ordinance No. 6082 – An Ordinance Ratifying a Labor Agreement Between the City of Fairbanks and the Fairbanks Firefighters Union, IAFF Local 1324. Introduced by Mayor Matherly.

ADVANCED on the CONSENT AGENDA.

- c) Ordinance No. 6083 – An Ordinance Authorizing the Lease of Space in City Hall to FAST Planning, Inc. Introduced by Mayor Matherly.

Mr. Cleworth, seconded by **Mr. Bagwill**, moved to ADVANCE Ordinance No. 6083.

Mr. Cleworth, in reference to Section 1.3 of the Real Estate Lease (Exhibit ‘A’), asked Mr. Ewers whether it should be amended to make the use of space in City Hall more clear. Mr. Ewers stated that the clarification may be worthwhile.

Mr. Cleworth, seconded by **Ms. Rogers**, moved to AMEND Exhibit ‘A’ of Ordinance No. 6083 by adding the language “and Council Chambers” to the end of Section 1.3.

Ms. Huntington disclosed a possible conflict of interest; she stated that she has a professional contract through an Engineering firm working on a study related to FMATS. Mr. Ewers stated that he does not see a direct interest that would preclude Ms. Huntington from voting on Ordinance No. 6083. He explained that the Mayor may determine whether it is appropriate for Ms. Huntington to vote on the issue, and Council Members may object to the Mayor’s ruling. He stated that Council Members have a strong obligation to vote. **Mayor Matherly** agreed with Mr. Ewers that Ms. Huntington may vote.

Mr. Meeks asked whether Section 1.2 should be amended to specify that the second floor conference room is a shared space. He stated that use of that conference room should not be exclusive to FAST Planning. **Mr. Cleworth** indicated that he may withdraw his motion to amend and request that the City Attorney go through the lease again prior to the second reading.

Mr. Cleworth, with the concurrence of the Second, moved to WITHDRAW the motion to amend Exhibit ‘A’ of Ordinance No. 6083 by adding the language “and Council Chambers” to the end of Section 1.3.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6083 AS FOLLOWS:

YEAS: Therrien, Rogers, Pruhs, Bagwill, Huntington, Cleworth
NAYS: None
Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6083 ADVANCED.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Appointment to the Fairbanks Diversity Council
APPROVED on the CONSENT AGENDA
- b) Reappointment to the Fairbanks Diversity Council
APPROVED on the CONSENT AGENDA
- c) Reappointment to the Clay Street Cemetery Commission
APPROVED on the CONSENT AGENDA
- d) Permanent Fund Review Board Meeting Minutes of July 24, 2018
ACCEPTED on the CONSENT AGENDA
- e) Hotel/Motel Discretionary Fund Committee Meeting Minutes of January 10, 2018
ACCEPTED on the CONSENT AGENDA
- f) Hotel/Motel Discretionary Fund Committee Meeting Minutes of May 23, 2018
ACCEPTED on the CONSENT AGENDA
- g) Sole Source Purchase Notification Memorandum
ACCEPTED on the CONSENT AGENDA

COUNCIL MEMBERS' COMMENTS

Mr. Bagwill stated that he loves the weather and school is back in session; he cautioned people to watch for children as it starts getting darker in the mornings. He encouraged everyone to get out and vote in the upcoming election.

Mr. Cleworth thanked the Council for changing the date of the Finance Committee meeting so that he could attend. He stated that he recently travelled to Vancouver, British Columbia, and it is a very difficult city to navigate. He stated that the city is rich with fancy cars and mansions. He spoke of how one route took him and his wife down East Hastings Street where they saw nothing but devastation, trash, closed businesses, and hundreds of people on the sidewalks. He stated that it made him appreciate Fairbanks so much more.

Mr. Pruhs spoke to the controversy over Ordinance No. 6080.

Ms. Therrien stated that she recently attended the Labor Day parade, and it was a wonderful sunny day. She encouraged everyone to get out and vote. She stated that she will be travelling to South Africa and will not return until October. She expressed hope that the Mayor would consider having an ad hoc meeting with the public to work on Chapter 42 of the FGC. She shared that she would be unable to attend the 9/11 events the following day.

Ms. Rogers expressed appreciation for the discussion the Council held during the meeting. She stated that the Council should be open to opportunities for collaboration. She stated that there is much collaboration happening in other areas such as the Opioid Task Force, the Housing and Homeless Coalition, and the Reentry Coalition.

Ms. Huntington commended the Mayor for participating in the One Homeless Night event and other tasks and events beyond daily duties. She stated she supports having more constructive dialogue with those who have expressed an interest in labor issues. She stated that the underlying goal is to build trust and respect.

Mayor Matherly acknowledged the great work of City Council Members and City staff. He spoke highly of the new City website and of the comments the City has received about it.

CITY CLERK'S REPORT

City Clerk Snider reminded everyone to vote in the upcoming election; she stated that early voting is open at the City Clerk's Office and will remain open until October 1.

Mr. Bagwill, seconded by **Mr. Pruhs**, moved to ENTER Executive Session for the purpose of discussing Roberts et al. v. City of Fairbanks, Litigation Strategy and PSEA Labor Negotiations.

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

EXECUTIVE SESSION

- a) Roberts et al. v. City of Fairbanks, Litigation Strategy
- b) PSEA Labor Negotiations

The City Council met in Executive Session to discuss Roberts et al. v. City of Fairbanks, Litigation Strategy and PSEA Labor Negotiations. Direction was given to legal staff and to the negotiating team, and no action was taken.

ADJOURNMENT

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

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

Mayor Matherly declared the meeting adjourned at 10:53 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: DS

DRAFT



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715
Fax (907)459-6710

MEMORANDUM

TO: Mayor Jim Matherly and City Council Members

FROM: D. Danyielle Snider, CMC, City Clerk

SUBJECT: Liquor License Renewals

DATE: February 6, 2019

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

Lic. #	DBA	License Type	Licensee	Premises Address
77	300 Club	Beverage Dispensary	Karen A Meadows-Sours	940 Cowles Street
4862	Southern Wine & Spirits of Alaska	Wholesale – General	Southern Glazer’s Wine and Spirits of Alaska, LLC	3101 Peger Road, Bay 2

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

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

Please note that **there are no departmental protests to the above-listed applications for renewal.**

CITY OF FAIRBANKS PUBLIC SAFETY

300 CLUB: 940 COWLES ST

01/08/2018-01/07/2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/26/2018 10:41:46	ABANDONDED VEHICLE -	940 COWLES ST		LOG	12/26/2018 10:45:29
	12/26/2018 00:35:27	MVC - NO INJURIES -	940 COWLES ST	O13	NRP	12/26/2018 00:47:38
18004596	12/25/2018 18:36:34	MVC - NO INJURIES -	940 COWLES ST	O4	RPT	12/25/2018 20:13:01
	12/22/2018 01:52:16	PAST HIT & RUN - ALPHA	940 COWLES ST		DUP	12/22/2018 01:54:51
18004555	12/22/2018 00:27:16	PAST HIT & RUN - ALPHA	940 COWLES ST	O41	RPT	12/22/2018 05:01:19
	12/01/2018 22:24:44	SUSP CIRCUMSTANCES -	940 COWLES ST		CBWC	12/01/2018 22:36:54
	11/29/2018 10:42:41	10-36	940 COWLES ST	O19	WARN	11/29/2018 10:46:11
	11/19/2018 16:40:45	PAST MVC - ALPHA	940 COWLES ST	O3	COMM	11/19/2018 17:34:54
18003687	10/13/2018 16:48:43	DISTURBANCE -	940 COWLES ST	O8	RPT	10/13/2018 17:57:35
18003551	10/03/2018 08:47:13	PAST VEHICLE THEFT -	940 COWLES ST	O13	RPT	10/03/2018 12:51:39
18003460	09/24/2018 17:30:33	PAST THEFT - BRAVO	940 COWLES ST	DESK	RPT	09/24/2018 17:43:37
	09/07/2018 02:19:13	MISSING - BRAVO	940 COWLES ST	O41	NRP	09/07/2018 03:26:00
	08/10/2018 21:50:24	SUSPICIOUS VEHICLE -	940 COWLES ST	O9	NRP	08/10/2018 22:12:39
	08/02/2018 10:54:19	SUSP CIRCUMSTANCES -	940 COWLES ST	S1	NRP	08/02/2018 11:31:18
	06/26/2018 22:06:40	SUSPICIOUS VEHICLE -	940 COWLES ST	O8	NRP	06/26/2018 22:32:52
18001582	05/10/2018 20:06:26	WANTED PERSON -	940 COWLES ST	O9	RPT	05/10/2018 21:21:33
18001565	05/09/2018 14:52:53	PAST THEFT - BRAVO	940 COWLES ST	DESK	RPT	05/09/2018 14:56:58
18001236	04/13/2018 21:12:11	THEFT FROM VEHICLE -	940 COWLES ST	O34	RPT	04/13/2018 21:51:54
	04/07/2018 18:45:48	TRESPASS/UNWANTED -	940 COWLES ST	O7	NRP	04/07/2018 19:07:25
18001131	04/03/2018 22:56:52	THEFT FROM VEHICLE -	940 COWLES ST	DESK	RPT	04/03/2018 23:28:11
	03/30/2018 23:37:04	AOA - NON URGENT -	940 COWLES ST	O5	NRP	03/30/2018 23:47:13
18000936	03/17/2018 23:32:00	TRESPASS/UNWANTED -	940 COWLES ST	O2	RPT	03/18/2018 00:37:31
18000775	03/03/2018 16:33:50	OTHER NOISE - BRAVO	940 COWLES ST	O34	RPT	03/03/2018 17:37:31
18000773	03/03/2018 13:30:45	DAMAGE/VANDALISM -	940 COWLES ST	DESK	RPT	03/03/2018 17:20:52

Total Number of Events Listed: 24

Southern Wine & Spirits

The screenshot displays a CAD (Computer-Aided Dispatch) software interface. At the top, there are fields for 'Link', 'Event ID', and 'Call recv'. Below these are tabs for 'Event Info', 'Notes', 'Times', 'R/E Log', 'Other', 'Log Entry', 'Ani/Al', 'Patients', 'Employee', 'Names', and 'Vehicles'. The main form area includes fields for 'Rpt #', 'Source', 'PU', and buttons for 'EMS', 'Fire', 'Law', 'Resc', and 'Othr'. The 'Loc' field contains '3101 PEGER RD' and 'FAIR'. Other fields include 'X-ST', 'Jur', 'Service', 'Agency' (set to 'FPD'), 'Stat/Beat', 'District', 'RA', and 'Call group'. A modal dialog box titled 'ONESolution CAD' is open in the center, displaying an information icon and the text 'No match found.' with an 'Ok' button. At the bottom, there are fields for 'Veh #', 'Rpt only', 'Veh', 'RMS status', 'Send To RMS', and 'Send Export'. Checkboxes for 'Include delayed events' and 'Include cancelled events' are checked. Buttons for 'View Text' and 'Re-Open' are also visible.

ORDINANCE NO. 6094

**AN ORDINANCE APPROVING THE FAST PLANNING INTER-
GOVERNMENTAL OPERATING AGREEMENT**

WHEREAS, on March 15, 2003, the City of Fairbanks, City of North Pole, State of Alaska, and the Fairbanks North Star Borough entered into the Fairbanks Metropolitan Area Transportation System (FMATS) Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization; and

WHEREAS, the FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding was amended on October 16, 2013; and

WHEREAS, the Fixing America's Surface Transportation Act (FAST Act) was passed into law on December 4, 2015; and

WHEREAS, on September 27, 2017, the FMATS policy board passed a motion to reorganize FMATS as an independent organization; and

WHEREAS, on March 21, 2018, the FMATS policy board passed a motion to transition FMATS to a 501(c)3 nonprofit corporation; and

WHEREAS, on April 18, 2018, the FMATS policy board passed a motion to rename FMATS as Fairbanks Area Surface Transportation Planning (FAST Planning), adopted Articles of Incorporation, and revised its Bylaws; and

WHEREAS, on June 20, 2018, the FMATS policy board revised and readopted the Articles of Incorporation and filed them with the State of Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business & Professional Licensing to become a nonprofit corporation; and

WHEREAS, on January 17, 2019, the FMATS policy board approved the FAST Planning Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, attached as Attachment A to this ordinance; and

WHEREAS, approval of the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning by the governing bodies of the City of Fairbanks, the City of North Pole, and the Fairbanks North Star Borough and by the Governor of the State of Alaska is required.

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

Section 1. That the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning attached as Attachment A is hereby approved.

Section 2. That the effective date of this Ordinance shall be the ____ day of _____ 2019.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

Attachment A to Ordinance No. 6094

**Fairbanks North Star Borough,
City of Fairbanks,
City of North Pole,
and
State of Alaska**

FAIRBANKS AREA SURFACE TRANSPORTATION PLANNING

**INTER-GOVERNMENTAL OPERATING AGREEMENT
and
MEMORANDUM OF UNDERSTANDING
for
TRANSPORTATION AND AIR QUALITY PLANNING**

**In the
Metropolitan Area
of the
Fairbanks Metropolitan Planning Organization**

Fairbanks North Star Borough,
City of Fairbanks,
City of North Pole,
and
State of Alaska

FAIRBANKS AREA SURFACE TRANSPORTATION PLANNING INTER-
GOVERNMENTAL OPERATING AGREEMENT
AND
MEMORANDUM OF UNDERSTANDING
FOR
TRANSPORTATION AND AIR QUALITY PLANNING

In the Metropolitan Area of the Fairbanks Metropolitan Planning Organization

This Fairbanks Area Surface Transportation Planning Intergovernmental Operating Agreement and Memorandum of Understanding is entered into this _____ day of _____, 2019, by and between the State of Alaska, the City of Fairbanks, the City of North Pole, and the Fairbanks North Star Borough.

WITNESSED, THAT:

Whereas, the above referenced Parties entered into the Fairbanks Metropolitan Area Transportation System (FMATS) Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization on March 15, 2003; and

Whereas, the FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding was amended on October 16, 2013; and

Whereas, the Fixing America's Surface Transportation Act (FAST Act) was passed into law on December 4, 2015; and

Whereas, the FMATS policy board passed a motion to reorganize FMATS as an independent organization on September 27, 2017; and

Whereas, the FMATS policy board passed a motion to transition FMATS to a 501(c)3 nonprofit corporation on March 21, 2018; and

Whereas, the FMATS policy board passed a motion to rename FMATS as Fairbanks Area Surface Transportation Planning (FAST Planning), adopted Articles of Incorporation, and revised their Bylaws on April 18, 2018; and

Whereas, the FMATS policy board passed a resolution to initiate operation of FAST Planning as an independent organization on May 16, 2018; and

Whereas, the FMATS policy board revised and readopted the Articles of Incorporation and filed them with the State of Alaska’s Department of Commerce, Community, and Economic Development Division of Corporations, Business, & Professional Licensing to become a nonprofit corporation on June 20, 2018.

Now, therefore, the above referenced Parties agree to the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, which supersedes and replaces the 2003 FMATS Inter-Governmental Operating Agreement and Memorandum of Understanding and its subsequent amendment, as follows:

SECTION 1 – PARTIES TO THIS AGREEMENT

The Parties to this Agreement are the State of Alaska (State), Fairbanks North Star Borough (FNSB), City of Fairbanks, and City of North Pole.

SECTION 2 – PURPOSE

This Agreement is entered into in accordance with 23 USC § 134 – 135, 49 USC § 5303 – 5306, and 23 CFR 450.300 to provide the structure and process for the continuing, cooperative and comprehensive consideration, development and implementation of transportation and air quality plans and programs for intermodal transportation in the metropolitan planning area (MPA).

SECTION 3 – LEGAL AUTHORITY

3.1 Federal Transportation Planning Statutes

23 USC § 104(f), 23 USC § 134 and 49 USC § 5303 – 5306 provide funding and require designation of a metropolitan planning organization (MPO) for urbanized areas of at least 50,000 population to carry out a transportation planning process and receive federal funding. Those Statutes require the State and the local governments to coordinate the planning and construction of all urban transportation facilities with a continuing, cooperative, and comprehensive transportation planning process.

3.2 MPO Designation

On April 14, 2003, the Governor of the State of Alaska designated the MPO and identified the FMATS Policy Board as the body providing the direction of transportation planning in the MPA in accordance with Federal law.

3.3 Federal Air Quality Regulations

Air Quality Title 42 USC § 7504 et. seq. requires each area-wide air quality planning agency to prepare an area-wide air quality plan providing for attainment of National Ambient Air Quality Standards (NAAQS). Alaska Statutes Chapter 46.14 requires the Alaska Department of Environmental Conservation (ADEC) to develop a State Implementation Plan (SIP) providing for the attainment of the NAAQS. The FNSB has also adopted an Air Quality Plan, which is the local component of the SIP. The ADEC and FNSB shall coordinate transportation related air quality planning within the MPO.

SECTION 4 – DEFINED TERMS

“ADEC” means the State of Alaska Department of Environmental Conservation.

“ADOT&PF” means the State of Alaska Department of Transportation and Public Facilities.

“AIR QUALITY PLAN” means the Fairbanks component of the SIP for air quality regarding air quality strategies in nonattainment areas.

“ASSEMBLY” means the FNSB Assembly, the legislative governing body of the FNSB.

“CITY OF FAIRBANKS” means the home rule city, a political subdivision of the State of Alaska, and the largest city within the MPA.

“CITY OF NORTH POLE” means a home rule city, a political subdivision of the State of Alaska, located within the MPA.

“CO” means Carbon Monoxide; a colorless, odorless, poisonous gas produced by incomplete combustion of fossil fuels; one of the six criteria pollutants for which the EPA has set NAAQS under the Clean Air Act.

“CONFORMITY” means a Clean Air Act (42 U.S.C. 7506(c)) requirement that ensures that Federal funding and approval are given to transportation plans, programs, and projects that are consistent with the air quality goals established by a SIP. Conformity to the purpose of the SIP means that transportation activities will not cause new air quality violations, worsen existing violations, or delay timely attainment of the NAAQS or any required interim emission reductions or other milestones in any nonattainment or

maintenance area. The transportation conformity regulations (40 CFR part 93, subpart A) sets forth policy, criteria, and procedures for demonstrating and assuring conformity of transportation activities.

“CONSULTATION” means that one or more parties confer with other identified parties in accordance with an established process and, prior to taking action(s), considers the views of the other parties and periodically informs them about action(s) taken. This definition does not apply to the “consultation” performed by the States and the MPOs in comparing the long-range statewide transportation plan and the MTP, respectively, to State and tribal conservation plans or maps or inventories of natural or historic resources.

“COOPERATION” means that the parties involved in carrying out the transportation planning and programming processes work together to achieve a common goal or objective.

“COORDINATION” means the cooperative development of plans, programs, and schedules among agencies and entities with legal standing and adjustment of such plans, programs, and schedules to achieve general consistency, as appropriate.

“DBE” or “Disadvantaged Business Enterprise” means a for-profit small business concern (1) that is at least 51-percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“EPA” means the United States Environmental Protection Agency.

“FAIRBANKS CITY COUNCIL” means the legislative governing body of the City of Fairbanks.

“FAST PLANNING” means the Fairbanks Area Surface Transportation Planning.

“FHWA” means the Federal Highway Administration, an operating agency of the United States Department of Transportation (USDOT).

“FMATS” means the Fairbanks Metropolitan Area Transportation System.

“FNSB” means the Fairbanks North Star Borough, a second-class borough, a political subdivision of the State of Alaska that includes the City of Fairbanks, City of North Pole, and MPA within its boundaries.

“FTA” means the Federal Transit Administration, an operating agency of the USDOT.

“MAINTENANCE AREA” means any geographic region of the United States that the

EPA previously designated as a nonattainment area for one or more pollutants pursuant to the Clean Air Act Amendments of 1990, and subsequently re-designated as an attainment area subject to the requirement to develop a maintenance plan under section 175A of the Clean Air Act, as amended.

“MPA” or “METROPOLITAN PLANNING AREA” means the geographic area in which the MPO carries on metropolitan transportation planning process as described in Section 5.4 of this Agreement.

“MPO” or “METROPOLITAN PLANNING ORGANIZATION” means the policy board created by Section 5.2 of this Agreement to carry out the metropolitan transportation planning process.

“MTP” or “METROPOLITAN TRANSPORTATION PLAN” means the official multimodal transportation plan addressing no less than a 20-year planning horizon that the MPO develops, adopts, and updates through the MTP process.

“NAAQS” or “National Ambient Air Quality Standards” means those standards established pursuant to section 109 of the Clean Air Act (42 USC 7409).

“NONATTAINMENT AREA” means any geographical region of the United States that EPA designated as a nonattainment area under section 107 of the Clean Air Act (42 USC 7409) for any pollutant for which an NAAQS exists.

“NORTH POLE CITY COUNCIL” means the legislative governing body of the City of North Pole.

“PL FUNDS” means the Federal Highway Administration Metropolitan Transportation Planning funds authorized under 23 USC 104 to carry out the requirements of 23 USC 134.

“PM_{2.5}” means Fine Particulate Matter that is less than 2.5 microns in diameter. PM_{2.5} is a product of combustion, primarily caused by burning fuels. Particulate matter is one of the six criteria pollutants for which the EPA has set NAAQS under the Clean Air Act.

“POLICY BOARD” means the board established under Section 5.2 of the Agreement for cooperative decision-making in accordance with this Agreement.

“PUBLIC PARTICIPATION PLAN” means a documented process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representative of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.

“SECTION 5303 FUNDS” means the FTA funds made available under 49 USC 5305(g) to carry out the requirements of 49 USC 5303.

“SIP” or “STATE IMPLEMENTATION PLAN” means, as defined in section 302(q) of the Clean Air Act (42 USC 7602(q)), the portion (or portions) of the implementation plan, or most recent revision thereof, which has been approved under section 110 of the Clean Air Act (42 USC 7410), or promulgated under section 110(c) of the Clean Air Act (42 USC 7410(c)), or promulgated or approved pursuant to regulations promulgated under section 301(d) of the Clean Air Act (42 USC 7601(d)) and which implements the relevant requirements of the Clean Air Act.

“STATE” means the State of Alaska.

“TECHNICAL COMMITTEE” means the FAST Planning committee established in Section 5.3 of this Agreement for the cooperative decision-making in accordance with this Agreement.

“TIP” or the “TRANSPORTATION IMPROVEMENT PROGRAM” means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the MTP process, consistent with the MTP, and required for projects to be eligible for funding under title 23 USC and title 49 USC chapter 53.

“USDOT” means the United States Department of Transportation.

“UPWP” or “UNIFIED PLANNING WORK PROGRAM” means a statement of work identifying the planning priorities and activities to be carried out within a MPA. At a minimum, a UPWP includes a description of the planning work and resulting products, who will perform the work, time frames for completing the work, the cost of the work, and the source(s) of funds.

“URBANIZED AREA” means a geographic area with a population of 50,000 or more, as determined by the Bureau of the Census.

SECTION 5 – ORGANIZATION AND RESPONSIBILITIES

5.1 FAST Planning

FAST Planning is the MPO’s staffed organization, in cooperation with the State and public transportation operators.

5.1.1 In order to receive and expend federal funding for transportation and air quality improvements there must be coordination between the State and

the MPO as required by federal regulation. Therefore, the purpose of FAST Planning is to provide the framework and mechanism for the MPO and the State to jointly develop and implement transportation and air quality plans and programs, which will assure compliance with State and Federal transportation planning and air quality requirements.

5.2 Policy Board

The FAST Planning Policy Board (Policy Board) shall have as members, a designated representative of the ADOT&PF, FNSB Mayor, City of Fairbanks Mayor, City of North Pole Mayor, a designated representative of ADEC, a designated representative of the FNSB Assembly, and a designated representative of the Fairbanks City Council. Each member of the Policy Board shall have one vote. FAST Planning's Executive Director will serve as Secretary to the Policy Board.

5.2.1 Powers and Duties of the Policy Board

The Policy Board shall have overall responsibility for the implementation of this Agreement, coordination of FAST Planning's efforts and responsibilities of FAST Planning's Technical Committee, and the ultimate development and adoption of the UPWP, TIP, and MTP.

5.3 Technical Committee

FAST Planning shall have a technical committee, which consists of representatives, such as engineers, planners, and other specialists from the City of Fairbanks, City of North Pole, FNSB, ADOT&PF, ADEC, Fort Wainwright, University of Alaska Fairbanks, Alaska Railroad Corporation, Fairbanks International Airport, local freight industry, and local Tribal entities. Each member of the FAST Planning Technical Committee (Technical Committee) shall have one vote and all actions of the Technical Committee, including recommendations to the Policy Board, shall be by a majority vote of the total authorized number of members.

5.4 MPA

The MPA specified by 23 USC § 134(e) shall be the geographical area shown on Attachment #1 to the Agreement incorporated herein by reference. Provided such boundaries conform to the requirements of 23 USC § 134(e), the MPO and the Governor may mutually agree to change the boundaries of the MPA.

5.5 MPO Self-certification

Every four years the MPO will self-certify to the FHWA and the FTA that the

planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable requirements of 23 CFR 450.336.

SECTION 6 – KEY PLANS and PROGRAMS

6.1 There are three primary planning or programming activities that the MPO is responsible for developing. This section summarizes these key plans and programs, which include the MTP, TIP, and UPWP.

6.1.1 MTP

The MPO, in cooperation with the State, is responsible for developing or updating an MTP. The MPO shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.322. For so long as the MPA is within an air quality nonattainment area for fine particulate matter (PM_{2.5}), the MPO shall update the MTP every four years as prescribed by 23 USC § 134(i).

6.1.2 TIP

The MPO, in cooperation with the State, is responsible for developing or updating the TIP. The MPO shall follow the latest federal planning requirements, as prescribed in 23 CFR 450.324.

6.1.3 UPWP

(1) The MPO, with full assistance from the State and all other cooperating agencies, is responsible for developing or adjusting the UPWP, as prescribed by 23 CFR 450.308. The MPO shall:

(a) Describe all the transportation and air quality planning activities to be completed in a fiscal year.

(b) Ensure early coordination with FHWA and FTA.

(2) No later than July 1 of each year, the ADOT&PF, in consultation with FAST Planning, will provide to the Policy Board in writing the amount of estimated Federal PL and Section 5303 funds, and required match ratios, to be made available to FAST Planning for the next fiscal year of October 1 through September 30. ADOT&PF, FNSB, and MPO staff shall recommend work tasks with budgets for tasks in which it participates. MPO staff shall develop and implement a UPWP public involvement program, within a Public Participation Plan, and prepare a UPWP with the full cooperation

of ADOT&PF, FNSB, and the MPO. Discussions between ADOT&PF, FNSB, and MPO shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The UPWP shall be reviewed by the Technical Committee, approved by the Policy Board, and forwarded to ADOT&PF for concurrent approval by FHWA and FTA prior to any work being performed.

6.2 Changes/Amendments to Key Plans and Programs

6.2.1 Amendments to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve amendments, in accordance with its Public Participation Plan. An Amendment is triggered by the addition or deletion of a project or a major change in the project cost, project / project phase initiation dates, or a major change in design concept or design scope. An amendment is a revision that requires public review and comment periods consistent with the FMATS public involvement policy, re-demonstration of fiscal constraint, or a conformity determination (for MTPs and TIPs involving “non-exempt” projects in nonattainment and maintenance areas). Amendments require the concurrence of the MPO, ADOT&PF, FHWA, and FTA before becoming effective.

6.2.2 Administrative Modifications to the MTP and TIP

The MPO, with its responsibility to maintain existing plans and programs, shall approve Administrative Modifications in accordance with the Public Participation Plan. An Administrative Modification is triggered by a minor revision to a metropolitan transportation plan or TIP that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. It is a revision that does not require public review and comment, re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). Administrative Modifications require the concurrence of the MPO and the ADOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

6.2.3 Amendments/Changes to the UPWP

Changes in work assignments and studies to be performed to meet the air quality and transportation planning requirements may be made by the MPO at such times and to such extent as deemed necessary. Total funds to be made available for the performance of said work and services shall

not exceed the amount specified in the UPWP. Reimbursement will be made by ADOT&PF in accordance with procedures stated herein and shall be expended only on the UPWP approved by the MPO, ADOT&PF, FHWA, and FTA.

(1) Changes in funding levels for tasks, or changes in tasks, shall be requested as soon as possible after the need for such change is recognized.

(a) Amendment to the UPWP
(No additional funding required)

An Amendment to the UPWP is triggered when task budget amounts exceed 10 percent of the original approved program budget, when there are individual changes of \$25,000 or more to task budgets, or when there are significant scope changes. Amendments require the concurrence of the MPO, ADOT&PF, FHWA, and FTA before becoming effective. Amendments to the UPWP require public review.

(b) Administrative Modifications to the UPWP
(No additional funding required or no significant change to scope)

An Administrative Modification is triggered when task budget amounts do not exceed 10 percent of the approved program budget or when individual changes are for \$25,000 or less of a task budget. Administrative Modifications require the concurrence of the MPO and the ADOT&PF before becoming effective. The FHWA and FTA will be notified as soon as possible of these changes.

6.3 Air Quality Plan

The ADEC, with assistance from the FNSB, and in coordination with the MPO, is responsible for developing and updating an Air Quality Plan, which shall:

- (1) Identify area-wide objectives and policies required to attain and maintain the NAAQS for CO and PM_{2.5} for the MPA;
- (2) Inventory technical, physical, and other air quality planning data;
- (3) Analyze alternatives and establish strategies designed to attain and maintain the NAAQS for the MPA;
- (4) Address any other air quality issues required by the EPA or

USDOT within the MPA;

- (5) Provide for the implementation of the adopted air quality strategies as expeditiously as practical; and
- (6) Provide for and show reasonable further progress towards achievement of PM_{2.5} standards within the nonattainment area and continue maintenance of the CO standards until no longer required.

SECTION 7 – CONSULTANT CONTRACTS

- 7.1 FHWA and FTA Approval: For all federally-funded work to be done under a consultant contract, prior FHWA and/or FTA approval is required before a Request for Proposal (RFP) is issued. Early coordination is essential. The contracting agency will be the ADOT&PF which will coordinate review and approvals directly with FHWA and FTA.
- 7.2 ADOT&PF Approval: The contracting agency will be the ADOT&PF for review of the final RFP, scope of services, project budget, and project management plan. ADOT&PF shall also reserve the right to select members for the Selection Committees for all consultant contracts. ADOT&PF may provide opportunity to FAST Planning, as appropriate, to serve on the Selection Committees.
- 7.3 Work Products: ADOT&PF and FAST Planning will have an opportunity to review draft work products prior to review by the Technical Committee and Policy Board.
- 7.4 Inspection of Work: ADOT&PF shall at all times be accorded review and inspection of the work performed by consultants and shall at all reasonable times have access to the premises, to all data, notes, records, correspondence, and instruction memoranda or description which pertain to the work involved.

SECTION 8 – ADDITIONAL AND SEPARATE WORK PROJECTS

From time to time, ADOT&PF or the MPO may desire one of the other parties to perform additional work projects for services separate and apart from those set forth in the UPWP. At such times, the requesting party will notify the other party of the intention, including a request for the specific work and/or services desired. If the other party is willing and able to do the work or perform the services requested, written acceptance by the requesting party of the terms accepted shall constitute authority to proceed with the work and/or services requested. The requesting party shall pay for such work or services within a reasonable time after billing. Such billing shall be made pursuant to the terms agreed upon for each particular work project.

SECTION 9 – PROGRAM REPORTING REQUIREMENTS

9.1 Reporting: UPWP

In accordance with 23 CFR 420.117, the ADOT&PF is responsible for monitoring the UPWP supported activities to assure compliance with applicable Federal requirements and assure performance goals are being achieved. Monitoring must cover each program, function or activity. The reporting procedures shall include, but are not limited to, the following:

9.1.1 Quarterly Reports

All parties receiving federal planning funds pursuant to this Agreement shall prepare a quarterly financial statement and a narrative progress report for all tasks identified in the UPWP for which they are responsible and submit to the ADOT&PF Northern Region office no later than 30 days following the last day of each UPWP fiscal quarter. The quarterly reports shall serve as the basis for quarterly reimbursements.

Within 40 days of the last day of the fiscal quarter, ADOT&PF will compile all reports and shall either, review and approve the reports, or request modifications. Upon approval, the ADOT&PF Northern Region staff will forward the reports to the MPO.

If ADOT&PF requests modifications, the report will be forwarded to the MPO as a draft report. Within 50 days following the last day of each UPWP fiscal year quarter, all requested report modifications shall be submitted to ADOT&PF Northern Region. Upon approval, the ADOT&PF will re-submit the report to the MPO no later than 60 days following the last day of each UPWP fiscal year quarter.

This final UPWP Quarterly Report shall consist of the following:

- (1) A financial statement which shall include task and program summary of the following data:
 - (a) Current quarterly expenditures
 - (b) UPWP fiscal year to date expenditures
 - (c) PL, Sec. 5303, and local funds / in-kind expended to date
 - (d) PL, Sec. 5303, and local funds / in-kind remaining

- (2) A narrative progress report which shall include:
 - (a) A description of work accomplished during the quarter

- (b) Significant events (i.e. travel, training, conferences)
- (c) Milestones reached in sufficient detail to justify the quarterly expenditures

For tasks consisting of a scheduled completion date, the progress report shall include each task's percentage complete, explanatory information on the progress, and any issues relating to the task such as schedule delays.

9.1.2 Annual Report

Upon receipt of the final (fourth quarter) UPWP Quarterly Report, the ADOT&PF will draft the UPWP Annual Report. The ADOT&PF will forward the UPWP Annual Report to the MPO no later than 60 days following the last day of the UPWP fiscal year. The ADOT&PF will submit the UPWP Annual Report to FHWA and FTA to meet the reporting requirements of 23 CFR 420.117, as currently adopted or hereafter amended. DOT&PF may combine the UPWP Annual Report with similar reports from other subrecipients of federal planning funds into a single report.

The Annual Performance and Expenditure Report for the UPWP fiscal year will contain all information required by 23 C.F.R. 420.117.

9.1.3 Significant Events

Events that have significant impact on UPWP work elements must be reported by the Parties to this Agreement to ADOT&PF as soon as they become known. The types of events or conditions that require reporting include: problems, delays, or adverse conditions that will materially affect the ability to attain program objectives. This disclosure must be accompanied by a statement of action taken, or contemplated, and any Federal assistance required resolving the situation.

9.1.4 Other Reports

Copies of formal reports, informal reports, and material emerging out of a task specified in the UPWP shall be governed by Section 10 of this Agreement.

SECTION 10 – PLANNING REPORTS

10.1 Planning Reports

From time to time, ADOT&PF and the MPO may publish reports, documents, etc., upon completion of a portion and/or a phase of a particular planning element in the continuing transportation planning process. In order for the preparation and publishing of such reports to be eligible for participation of Federal funds, the Technical Committee shall review the reports.

10.2 Publication

Publication by any party to the Agreement shall give credit to other parties, FTA, and FHWA. However, if any party, FTA, or FHWA does not wish to subscribe to the findings or conclusions in the reports, the following statement shall be added:

“This report was funded in part through grant(s) from the Federal Highway Administration and/or the Federal Transit Administration, U.S. Department of Transportation. The views and opinions of Fairbanks Area Surface Transportation Planning expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.”

Furthermore, consultant logos are prohibited from the cover of all reports, documents, etc. that are approved by FTA and FHWA.

10.3 Copies

Copies of draft and final reports, documents, etc., will be provided as required to Federal and State Agencies. Parties to this Agreement will be provided copies as requested.

The FHWA reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use, and authorize others to use, the work for Government purposes.

SECTION 11 – DIVISION OF COST AND PAYMENT

11.1 Reimbursement

The maximum amount of Metropolitan Planning Funds available each year for reimbursement to the Parties shall not exceed the budget approved in the UPWP or as amended. ADOT&PF will make reimbursement in accordance with the following procedures:

- (1) The Parties shall submit to ADOT&PF quarterly narrative progress reports and financial statements, as defined in Section 10 of this Agreement.
- (2) Reimbursement will be made within 30 days after ADOT&PF receives and approves the quarterly narrative progress reports and financial statements, subject to Federal planning funds being made available and received for the allowable cost.
- (3) Within 60 days of ADOT&PF's approval of the last quarter narrative progress report and financial statement for the fiscal year, ADOT&PF will close the UPWP account and request that an audit be performed.
- (4) The audit will be completed, and final payment adjustments made within 120 days of the last quarter or as soon thereafter as reasonably possible.

11.2 ADOT&PF Tasks

The Parties may agree that ADOT&PF can most efficiently and effectively perform a task or a portion of a task to be funded with PL funds in the approved UPWP. In such cases, ADOT&PF shall:

- (1) Provide the MPO with all necessary documentation in order to permit the preparation of the reports required in Section 10 of this Agreement.
- (2) Upon ADOT&PF approval of the quarterly, ADOT&PF shall submit a billing to FHWA for direct payment to ADOT&PF for approved UPWP costs.
- (3) ADOT&PF shall be reimbursed at the rate contained in the applicable UPWP.
- (4) ADOT&PF shall promptly provide the MPO with copies of its billings and statements.

11.3 Overruns

When expenditures are anticipated to overrun in any UPWP work element, the procedures for budget changes as outlined in Section 6.2 must be followed.

11.4 Cost Limitations

Reimbursement of administrative and operational costs will be made without profit or markup. These costs shall be limited to:

- (1) Direct salaries and wages, with payroll taxes and fringe benefits at actual costs, or if prorated to be allocated on an equitable basis;
- (2) Telephone charges and necessary travel limited to program specific charges;
- (3) Overhead or indirect costs as approved annually in the respective UPWP line item budget and verified by audit. Eligibility shall conform to the provisions of 23 CFR 420.113;
- (4) Training as approved specifically in the UPWP or otherwise specifically approved by ADOT&PF, FHWA or FTA.

11.5 Rate of Reimbursement

Reimbursement shall be at the rate specified and contained in the applicable UPWP.

11.6 Financial Accounting Level

The expended funds will be accounted for at the task level (100, 200, 300 etc.).

11.7 Fiscal Year

The UPWP fiscal year will be October 1 to September 30.

SECTION 12 – PROCUREMENT, MANAGEMENT, AND DISPOSITION OF PROPERTY

Procurement and management of property acquired for the program, including disposition of property if the program is discontinued, will be in accordance with 23 C.F.R. 420.121(f) and any other regulatory requirements applicable to the expenditure of federal funds made available for the implementation of this Agreement.

SECTION 13 – AUDIT PROCEDURES

13.1 In addition to the requirements stated in this section, requirements for audit as defined in 23 CFR 420 will be used as guidelines.

13.2 Each participating party will maintain complete records of all manpower, materials and out-of-pocket expenses, and will accomplish all record keeping in accordance with the following procedures:

13.2.1 Each participating party will furnish ADOT&PF copies of all certified payrolls which shall include the hourly rate for each employee working on the project during the reporting period. In addition, a loaded rate factor will be shown in a manner compatible with existing approved local procedures. The load rate factor is subject to adjustment based upon audits occurring during the life of this Agreement.

13.2.2 Time Sheets

Individual time sheets will be maintained reflecting the daily total amount of hours worked and amount of time spent on each task within the program. It is imperative that the hours be traceable to the task.

13.2.3 Materials

Copies of invoices shall support costs of any purchased materials utilized on this project.

13.2.4 Out-of-Pocket Expenses

Copies of receipts shall support all expenses.

13.2.5 Record System

The record system will be such that all costs can be easily traceable from all billings through the ledgers to the source document. Each expenditure must be identified with the task within the current approved UPWP.

13.3 Each consultant contract or professional services agreement, in which any party engages, may require a specific audit for that project or agreement. The award of any such construction related engineering design services contract must be made in conformity with applicable Federal and ADOT&PF contracting procedures including ADOT&PF Procedure 10.02.010, and related Professional Services Agreement Handbook, or based on acceptable alternative contracting procedures approved by ADOT&PF and FHWA. This requirement is in addition to any agency-wide audit conducted pursuant to OMB Circular A-133 (Single Audit Requirements).

13.4 FAST Planning may be audited every year by ADOT&PF Internal Review auditors for compliance and to insure adequate coverage. FAST Planning will additionally hire an independent Certified Public Accountant (CPA) to conduct an annual

audit of all revenues and expenditures, as well as participate in a state and/or federal single audit as requested. All Parties and/or their subcontractors under this Agreement shall maintain all records and accounts relating to their costs and expenditures for the work during any fiscal year for a minimum of three (3) years following receipt of the final payment and shall make them available for audit by representatives of ADOT&PF, FHWA, and FTA at reasonable times. All Parties shall maintain records in a form approved by ADOT&PF. Final payment is defined as the final voucher paid by FHWA to ADOT&PF based on an audit. A request to close out a fiscal year or project account does not constitute final payment.

- 13.5 Any review, which does not meet Federal requirements, will be resolved between ADOT&PF and the other party. The financial records relating to a UPWP year may be closed out once FHWA accepts the audit and final payment adjustments have been made.

SECTION 14 – COMPLIANCE WITH TITLE VI, CIVIL RIGHTS ACT OF 1964

All Parties hereby agree as a condition to receiving any Federal financial assistance from USDOT, to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to Title 49 CFR, Part 21, Nondiscrimination in Federally-Assisted Programs of the USDOT, Effectuation of Title VI of the Civil Rights Act of 1964.

SECTION 15 – DBE PROGRAM REQUIREMENTS

15.1 Compliance

The Parties, their agents and employees shall comply with the provisions of 49 CFR 26 and Title VI of the Civil Rights Act of 1964. 49 CFR 26 requires that all parties shall agree to abide by the statements in paragraphs 15.2 and 15.3 and shall include these statements in all Parties' USDOT financial assistance agreements and in all subsequent agreements between any party and any sub-grantees and any contractor.

15.2 Policy

It is the policy of the USDOT that DBEs, as defined in 49 CFR 26.5, shall have an equal opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR 26 apply to this Agreement.

15.3 DBE Obligation

The Parties to this Agreement agree to ensure that DBEs, as defined in 49 CFR 26.5, have an equal opportunity to participate in the performance of contracts and sub-contracts financed in whole or part with Federal funds provided under this Agreement. In this regard the Parties to this Agreement and/or their contractors shall not discriminate on the basis of race, color, national origin, or in the award and performance of USDOT assisted contracts.

SECTION 16 - AMENDMENTS

This Agreement may be amended only in writing and must be done prior to undertaking changes or work resulting therefrom or incurring additional costs or any extension of time. Said amendments are subject to approval by the MPO and the State.

SECTION 17 – LIMITATION OF LIABILITY

No liability shall be attached to any party to this Agreement by reason of entering into this Agreement, except as expressly provided herein.

SECTION 18 – COMPLIANCE WITH LAWS

In addition to the laws, statutes, regulations and requirements stated herein, all Parties to this Agreement shall be knowledgeable of and comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement.

SECTION 19 – TERMINATION OF AGREEMENT

This Agreement will continue in force until or unless the Parties terminate the Agreement in writing.

SECTION 20 – NON-APPROPRIATION CLAUSE

Nothing in this agreement shall obligate any party to expend monies if there are insufficient or other lack of funds lawfully appropriated by their respective legislative bodies for performance under this Agreement.

SIGNATURES

Mayor – Fairbanks North Star Borough

Date

Mayor – City of Fairbanks

Date

Mayor – City of North Pole

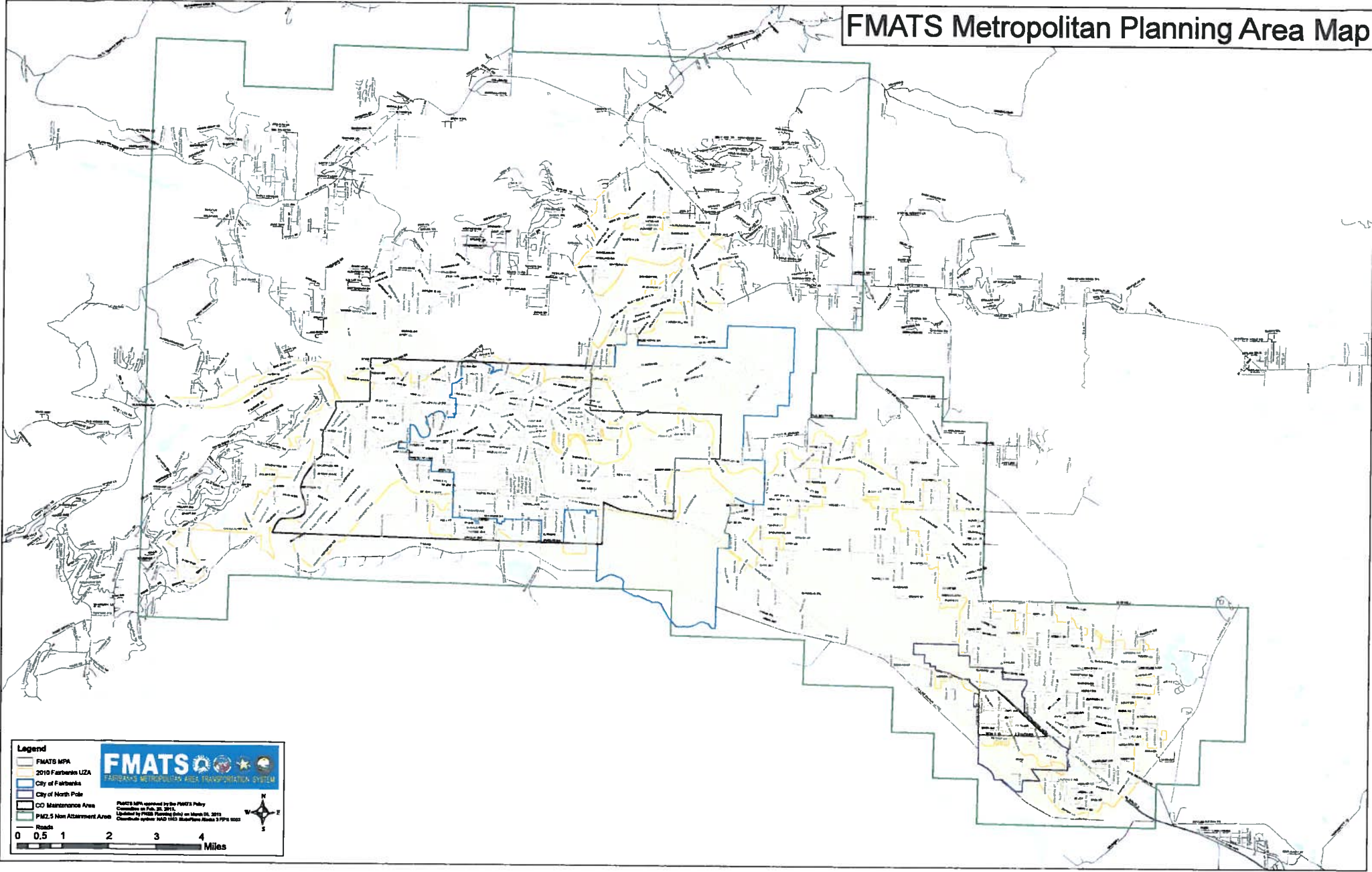
Date

Governor – State of Alaska

Date

Attachment #1
FAST Planning Metropolitan Planning Area Map

FMATS Metropolitan Planning Area Map



Legend

- FMATS MPA
- 2010 Fairbanks LZA
- City of Fairbanks
- City of North Pole
- CD Maintenance Area
- PM2.5 Non Attainment Area
- Roads

FMATS
FAIRBANKS METROPOLITAN AREA TRANSPORTATION SYSTEM

FMATS MPA approved by the FMATS Policy Committee on Feb. 28, 2011.
Identified by PM2.5 Planning Study on March 05, 2010.
Coordinates system: NAD 1983 StatePlane Alaska 3 FIPS 5003

0 0.5 1 2 3 4 Miles

**PROPOSED AMENDMENTS TO FAST PLANNING
INTER-GOVERNMENTAL OPERATING AGREEMENT
(Attachment A to Ordinance No. 6094)**

[New language in **bold/underline** font; deleted language in ~~striketrough~~ font]

6.1.3 UPWP

- (1) The MPO, with full assistance from the State and all other cooperating agencies, is responsible for developing or adjusting the UPWP, as prescribed by 23 CFR 450.308. The MPO shall:
 - (a) Describe all the transportation and air quality planning activities to be completed in a fiscal year.
 - (b) Ensure early coordination with FHWA and FTA.
- (2) No later than July 1 of each year, the ADOT&PF, in consultation with FAST Planning, will provide to the Policy Board in writing the amount of estimated Federal PL and Section 5303 funds, and required match ratios, to be made available to FAST Planning for the next fiscal year of October 1 through September 30. ADOT&PF, FNSB, **City of Fairbanks**, and MPO staff shall recommend work tasks with budgets for tasks in which it participates. MPO staff shall develop and implement a UPWP public involvement program, within a Public Participation Plan, and prepare a UPWP with the full cooperation of ADOT&PF, FNSB, **City of Fairbanks**, and MPO. Discussions between ADOT&PF, FNSB, **City of Fairbanks**, and MPO shall take place to determine how the proposed tasks can be accomplished in the most efficient and effective manner. The UPWP shall be reviewed by the Technical Committee, approved by the Policy Board, and forwarded to ADOT&PF for concurrent approval by FHWA and FTA prior to any work being performed.

- 7.2 **ADOT&PF Approval:** The contracting agency will be the ADOT&PF for review of the final RFP, scope of services, project budget, and project management plan. ADOT&PF shall also reserve the right to select member of the Selection Committees for all consultant contracts. ADOT&PF **will** ~~may~~ provide opportunity to FAST Planning, as appropriate, to serve on the Selection Committees.

11.1 Reimbursement

The maximum amount of Metropolitan Planning Funds available each year for reimbursement to the Parties shall not exceed the budget approved in the UPWP or as amended. ADOT&PF will make reimbursement in accordance with the following procedures:

- (1) The Parties shall submit to ADOT&PF a quarterly narrative progress reports and financial statements, as defined in Section ~~910~~ of this Agreement.

SECTION 12 – PROCUREMENT, MANAGEMENT, AND DISPOSITION OF PROPERTY

Procurement and management of property acquired for the program, including disposition of property if the program is discontinued, will be in accordance with 23 C.F.R. 420.121(e) and (f) and any other regulatory requirements applicable to the expenditure of federal funds made available for the implementation of this Agreement.

Introduced by: Mayor Jim Matherly
Finance Committee Review: February 5, 2019
Introduced: February 11, 2019

RESOLUTION NO. 4865

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE ALASKA DEPARTMENT OF PUBLIC SAFETY FOR FY2019 CRIME PREVENTION AND RESPONSE AND EQUIPMENT

WHEREAS, the City of Fairbanks has been notified by the Alaska Department of Public Safety that the City is eligible to apply for funds allocated through SB 142 (Capital Budget) to help local communities prevent crime and respond to crime in an effort to reduce drug related crimes, car thefts, and violent crimes; and

WHEREAS, the City of Fairbanks plans to use the funds to install and purchase signs, cameras, and monitors at locations throughout the City as requested by businesses; and

WHEREAS, participation in the program would be voluntary and help increase security at businesses as well as give the police department access to live video feeds; and

WHEREAS, the City of Fairbanks plans to request \$500,000, and no match is required.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required to request funds on behalf of the City for this grant.

PASSED and APPROVED this 11th Day of February 2019.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 4865

Abbreviated Title: APPLY FOR AK DEPT OF PUBLIC SAFETY FUNDS FOR CAMERA SYSTEM

Department(s): POLICE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Building	Personnel	Total
System Set-up, Cameras & Installation for 50-75 businesses	\$500,000			\$500,000
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$500,000	\$0	\$0	\$500,000

FUNDING SOURCE:	Equipment	Building	Personnel	Total
Alaska Department of Public Safety	\$500,000			\$500,000
				\$0
				\$0
TOTAL	\$500,000	\$0	\$0	\$500,000

Any maintenance or repair costs will be absorbed in the Police Department General Fund Budget for the equipment at the Police Department. Businesses will be responsible for maintenance of the equipment at their locations.

Reviewed by Finance Department: Initial CP Date 2/4/2019

ORDINANCE NO. 6095

**AN ORDINANCE AUTHORIZING THE LEASE OF REAL PROPERTY
AND EASEMENT TO SPRINTCOM, INC. FOR SITING OF
COMMUNICATIONS SERVICE EQUIPMENT WITHIN THE WEEKS
FIELD CELL TOWER LEASE SITE**

WHEREAS, the City owns a portion of Block 135, Weeks Field Subdivision, containing a total area of 21,708 square feet; and

WHEREAS, in 2008, the City leased a portion of that property (measuring 30' by 40') to Alaska Digital for a cellular communications tower by executing the Non-Exclusive Lease Tower & Equipment Space ("Non-Exclusive Lease"), approved by Ordinance No. 5758; and

WHEREAS, the Non-Exclusive Lease, assigned by Alaska Digital to Vertical Bridge Towers III, LLC (Vertical Bridge), provided that the lessee had the exclusive right to co-locate other commercial users on its tower but that the City retained the right to lease the ground space to co-locatees of the lessee; and

WHEREAS, SprintCom, Inc. wishes to sublease space on Vertical Bridge's cell tower and wishes to lease approximately 10' by 15' of ground space within the Non-Exclusive Lease area for siting its communications service equipment; and

WHEREAS, leases of this type were envisioned when the City executed the Non-Exclusive Lease to Digital in 2008 and are the only practical use of this small parcel of land; and

WHEREAS, SprintCom, Inc.'s operation requires the installation of buried electrical conduit from a newly installed GVEA power pole to its communications service equipment, and, therefore, Sprint.Com requests an easement for the buried conduit across the area shown in Exhibit A of the proposed Grant of Easement; and

WHEREAS, FGC Sec. 70-41 authorizes the City to lease city owned real property, and FGC Sec. 70-42(b) specifies that any lease be made by authority of an ordinance.

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

Section 1. That a lease and an easement, substantially in the form shown in Attachments A and B, are hereby authorized by the Council, providing for an initial five-year lease term with three options to extend for the same period.

Section 2. That the Mayor is authorized and directed to execute the lease and easement on behalf of the City, and the City Clerk is authorized to attest and affix the City Seal to

the instrument, the execution of which shall take place not less than 30 days after the effective date of this ordinance, as prescribed by Section 8.3 of the city Charter and FGC 70-56.

Section 3. That the effective date of this Ordinance shall be the ____ day of _____ 2019.

Jim Matherly, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MCC, City Clerk

Paul J. Ewers, City Attorney

SITE LEASE

City of Fairbanks
and
SprintCom, Inc.

The City of Fairbanks, a municipal corporation of the State of Alaska, 800 Cushman Street, Fairbanks, Alaska 99701 (the “City”), and SprintCom, Inc., a Kansas corporation, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650 (“Tenant”), are entering into the following Site Lease (“Lease”) to provide Tenant ground space over and above City-owned property located in Fairbanks, Alaska, under the following terms and conditions:

1. **LEASE AREA.** The City hereby leases to Tenant a parcel (“Leased Premises”) measuring approximately 10 feet by 15 feet, as shown in Exhibit B, situated within the parcel (“Property”) subject to the Non-Exclusive Lease Tower & Equipment Space, dated February 24, 2009, between the City and Vertical Bridge Towers III, LLC (original lessee Alaska Digital, Inc.) (hereinafter “City/Vertical Bridge Lease”) as shown in Exhibit A and described as:

A Parcel of land measuring 30’ x 40’ situated coincident in length with the South boundary of the real property described below, such that the West edge of said Parcel lies 139.3’ East of the West boundary of the following described real property:

A portion of Block 135, Weeks Field Subdivision according to the plat filed as instrument number 145.508, Records of the Fairbanks Recording District, more particularly described as follows:

Commencing at the SW corner of block 114 according to the official survey of the Townsite of Fairbanks; Thence South 42° 43’ West a distance of 59.38 feet to a point; Thence South 59° 26’ East a distance of 14.48 feet to a POINT OF BEGINNING; Thence South 38° 38’ West a distance of 25 feet along the East right of way of Kellum Street, as shown on the plat of Weeks Field Subdivision filed as Instrument Number 147.252, to a point; Thence South 50° 31’ East a distance of 390.05 feet to an intersection with the West right of way of Cowles Street, as shown on the survey of the Townsite of Fairbanks; Thence North 39° 29’ East along said West line of Cowles Street 86.23 feet to a point; Thence North 59° 26’ West a distance of 395.19 feet to the POINT OF BEGINNING.

The City hereby acknowledges and agrees that Tenant will be subleasing space on a tower owned by Vertical Bridge that is located on the Property, pursuant to that certain Site Lease Agreement between Tenant and Vertical Bridge dated _____.

2. **PERMITTED USE; ACCESS.** The Leased Premises will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining, operating, and siting

communications service facilities, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures (“Tenant Facilities”). Tenant shall hold title to the Tenant Facilities, and all of the Tenant Facilities shall remain Tenant’s personal property and are not fixtures. Tenant may install coaxial cabling on the City’s Property, as part of the Tenant Facilities, to connect the Tenant Facilities located in the Leased Premises with Tenant’s antenna equipment located on the tower owned by Vertical Bridge. The City will not impede Tenant’s access to the Leased Premises, and subject to the terms of the City/Vertical Bridge Lease, the City grants to Tenant, Tenant’s agents, employees, and contractors a non-exclusive right and easement for pedestrian and vehicular ingress and egress across the Property. Tenant must maintain the Leased Premises in a clean, safe condition at all times. Unless specifically addressed, nothing in this Lease modifies or limits the City’s rights under the City/Vertical Bridge Lease.

3. TERM. This Lease becomes effective on the full execution of the Lease (the “Effective Date”). The initial term of the Lease will be for five years starting on the Effective Date (“Term”). The Term will be automatically renewed for 3 additional terms of 5 years each (each a "Renewal Term"), unless Tenant provides the City with notice of its intention not to renew at least 30 days prior to the expiration of the initial Term or any Renewal Term.

4. RENT. Tenant shall pay the City \$750 per month for the initial lease Term. Rent will increase for any subsequent Renewal Term based upon the increase in the Anchorage, Alaska, consumer price index (CPI-U), cumulative for the preceding five years of the Lease term. In no event will the rent decrease.

5. TERMINATION.

5.1. Destruction of the Premises. In the event the Tenant Facilities are destroyed, Tenant will have no duty to restore its facilities, and this Lease will end. Tenant may elect to restore its Tenant Facilities, and if it does, this Lease will continue in force. In either event, the Parties have no duty to each other for loss of operation.

5.2. Termination by Tenant. Tenant may, at its sole option, terminate this Lease by written notice delivered to the City 90 days in advance of such termination. In such event, Tenant shall quit the Leased Premises, removing all equipment and leaving the Leased Premises in the condition preexisting this Lease, less reasonable wear and tear, bearing all costs arising therefrom. In the event of a default by the City beyond all applicable notice and cure periods, Tenant may pursue any remedies available to it against the City at law and in equity, including, but not limited to, the right to immediately terminate this Lease. Notice of default must be conveyed in writing to the City, providing a 30-day grace period during which the City may cure the default and restore

compliance with the Lease, provided that the grace period will be extended if the City has commenced to cure the default within such 30-day period and diligently pursues the cure to completion.

5.3. Termination by the City. Except as provided elsewhere in this Lease, the City may terminate this Lease in the event of default by Tenant beyond all applicable notice and cure periods. Notice of default must be conveyed in writing to Tenant, providing a 30-day grace period during which Tenant may cure the default and restore compliance with and continuance of the Lease. Should Tenant fail to cure the default by the end of the grace period, the Lease will terminate, and Tenant shall quit the site, removing all equipment and leaving the Leased Premises in the condition preexisting this Lease, less reasonable wear and tear, bearing all costs arising therefrom. Notwithstanding the foregoing, if a non-monetary default cannot reasonably be cured within a 30-day period, this Lease may not be terminated if Tenant commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

6. IMPROVEMENTS. Tenant may, at its expense, make improvements on and to the Leased Premises as it deems necessary or desirable for the operation of its Tenant Facilities. The City will not be entitled to any increase in rent due to the installation, modification, upgrade, or expansion of the Tenant Facilities, unless they are installed outside of the Leased Premises, with the understanding that the Leased Premises includes all of Tenant's leased area and rights to Tenant's facilities under this Lease, or unless such installation, modification, upgrade, or expansion is different in scope or purpose from Paragraph 2 above ("Permitted Uses"). Notwithstanding the foregoing, the City grants Tenant a non-exclusive easement over the Property to install coaxial cabling on the Property outside the Leased Premises in order to connect the Tenant Facilities to Tenant's antenna equipment located on the tower owned by Vertical Bridge. The terms and conditions relating to Tenant's installation of its antenna facilities on the tower will be governed by Tenant's site lease agreement with Vertical Bridge.

7. ASSIGNMENT/SUBLETTING. Tenant may not assign any of its rights or obligations under this Lease and may not sublet any portion of the Leased Premises without the written permission of the City, which permission will not be unreasonably withheld; provided, however, that Tenant will have the right, without notice to or consent of the City, to sublease (or otherwise transfer or allow the use of) all or any portion of the Leased Premises or assign its rights under this Lease in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; (c) any successor entity in a merger or consolidation involving Tenant.

8. EXCULPATION AND INDEMNITY.

8.1. Exculpation. The City shall not be liable to Tenant for any loss or damage to Tenant, its employees, contractors, agents, or property caused by direct acts or negligence of the Tenant,

Site Lease – City of Fairbanks and SprintCom, Inc.

Page 3 of 6

its employees, contractors, or agents except to the extent such loss or damage is due to acts or omissions of the City. Except as set forth above, Tenant shall bear all risk of loss as to its personal property, connected to, stored or remaining on or near the Leased Premises.

8.2. Indemnity. Tenant shall defend and hold the City harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the premises, caused by Tenant, its employees, contractors, or agents, to the extent such damages are not due to acts or omissions of the City. The City shall defend and hold the Tenant harmless from all damages arising out of acts or omissions of the City, its employees, contractors, or agents, to the extent such damages are not due to acts or omissions of the Tenant.

9. INSURANCE. During the initial term and all renewal terms, Tenant will procure and maintain commercial general liability insurance, with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, and will name the City as an additional insured on such policy. Within 30 days after receipt of a written request from the City, the Tenant will provide the City with a Certificate of Insurance evidencing the required coverage. Tenant will cause the insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the City in connection with any damage covered by the policy.

10. RELATIONSHIP OF THE PARTIES. The relationship between the parties is solely that of landlord and tenant and cannot be construed to be a joint venture, partnership, or other legal entity.

11. WARRANTY. It is understood and agreed that there is no guarantee or warranty whatsoever by the City related to or concerning the communications performance or coverage resulting from Tenant's use of the lease site, tower, or associated facilities.

12. WAIVER. No course of dealings or failure of either party to strictly enforce any term, right, or condition of this Lease may be construed as any waiver of such right, term, or condition.

13. NOTICES. Any notice required or permitted under this Lease will be in writing and sent by certified mail or by courier addressed to the respective parties as follows:

City of Fairbanks
Property Manager
800 Cushman Street
Fairbanks, AK 99701

With a copy to
City Attorney
800 Cushman Street
Fairbanks, AK 99701

SprintCom, Inc.
Sprint Property Services
Sprint Site ID: AK68XC074
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2020

With a mandatory copy to:
Sprint Law Department
Sprint Site ID: AK68XC074
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney

A notice will be effective when received as shown on the delivery receipt. A party may change its designated representative or address by giving at least 30 days prior notice to the other as provided above.

14. ENTIRE AGREEMENT. There are no other agreements, written or oral, which affect this Lease.

CITY OF FAIRBANKS

Jim Matherly, Mayor

Date

ATTEST:

APPROVED AS TO FORM

D. Danyielle Snider, City Clerk

Paul J. Ewers, City Attorney

ACKNOWLEDGMENT

STATE OF ALASKA)
) SS
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____ 2019, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, before me personally appeared Jim Matherly and D. Danyielle Snider, known to me to be the Mayor and City Clerk of the City of Fairbanks, the municipal corporation named in the foregoing instrument, and that they signed the same under authority of said municipal corporation so granted by the Fairbanks City Council on behalf of said corporation as the free and voluntary act and deed of said corporation.

NOTARY PUBLIC
My commission expires:

(SEAL)

SPRINTCOM, INC.

By: Date
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS
_____ JUDICIAL DISTRICT/COUNTY)

THIS IS TO CERTIFY that on this _____ day of _____ 2019, before me, the undersigned, a Notary public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of SprintCom, Inc., and acknowledged to me that they signed the foregoing instrument as such officer thereof, by authority of its Board of Directors, as the voluntarily act of said corporation for the uses and purposes therein mentioned.

NOTARY PUBLIC:
Commission Expires:

(SEAL)



KELLUM ST.

139.30'

EXISTING CHAINLINK FENCE

CELL TOWER ENCLOSURE

Parcel 2

Block 114, Fairbanks Townsite

Parcel 1

Block 135, Weeks Field Sub.

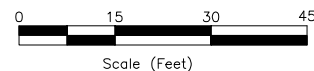
Arctic Bowl Property

Block 135, Weeks Field Sub.

COWLES ST.

DATE	REVISION	BY

SCALE: 1" = 30' HORIZ.



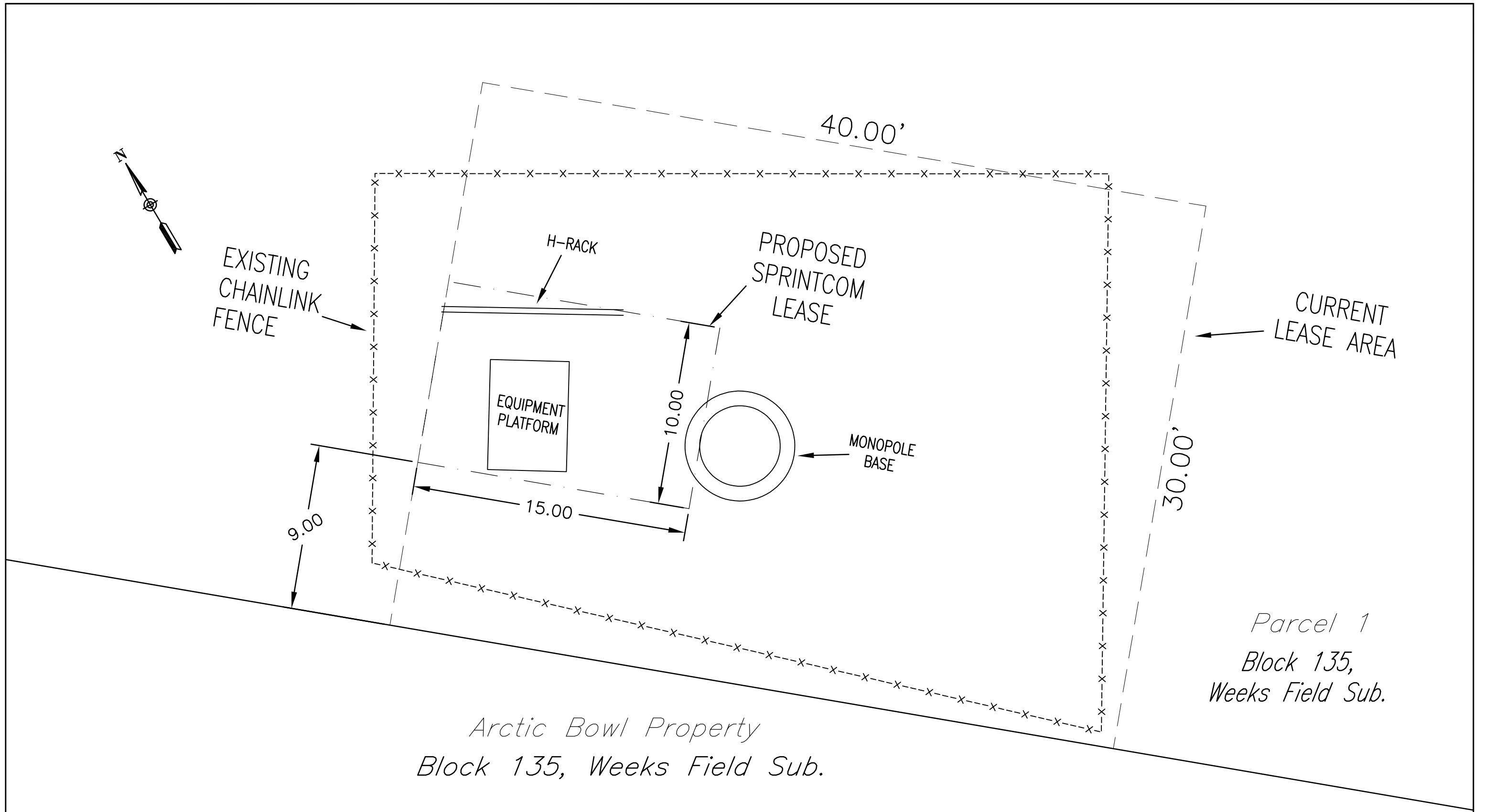
DRAWN: W.H.I.
 CHECKED:
 DATE: 02/06/19

APPROVED _____
 CITY ENGINEER
 DATE

LEASE EXHIBIT A

CITY OF FAIRBANKS, ALASKA
Engineering Department

1 OF
2 SHEETS



Arctic Bowl Property
Block 135, Weeks Field Sub.

Parcel 1
Block 135,
Weeks Field Sub.

		SCALE: 1" = 5' HORIZ.		APPROVED		LEASE EXHIBIT B		CITY OF FAIRBANKS, ALASKA Engineering Department		1 OF 2 SHEETS		
				DRAWN: W.H.I. CHECKED: DATE: 02/06/19								_____ CITY ENGINEER DATE
DATE	REVISION	BY										

ATTACHMENT B ORDINANCE NO. 6095

Record: Fairbanks Recording District

GRANT OF EASEMENT

THIS EASEMENT is entered into this ____ day of _____ 2019 by and between City of Fairbanks, 800 Cushman Street, Fairbanks, Alaska 99701, as GRANTOR, and SprintCom, Inc., a Kansas corporation, 6391 Sprint Parkway, Overland Park, Kansas 66251-2650, as GRANTEE;

The GRANTOR, for good and valuable consideration, being seized in title, and duly authorized, has this day granted an easement for buried electrical conduit to the GRANTEE for the purpose of supplying power to Grantee's facility located on the Weeks Field cell tower location, as described below, and as depicted on the attached "Exhibit A" to this grant of easement (the "easement area"):

A strip of land approximately 108 feet in length and 15 feet wide, as shown more specifically in Exhibit A to this grant of easement.

Special Provisions:

1. No Liability of Grantor. Grantor shall not be liable to Grantee for any loss suffered or arising from claims made by the public or Grantee upon the easement area, without limitation.
2. Sole Purpose: Installation, maintenance, operation, and removal of buried electrical conduit to supply power from the existing GVEA power pole to Grantee's facility at the Weeks Field Cell Tower site.
3. Maintenance and Repair. All repairs, including replacement of electrical conduit within the easement area and the improvements located therein and all costs related thereto shall be performed and borne by Grantee, at no cost to Grantor.
4. No Interference. Grantee and its employees, agents, and contractors shall, in exercising Grantee's rights hereunder or conducting any activities within the easement area, minimize to the greatest extent practicable the duration and degree of any interference with use and enjoyment of the property by Grantor or any other lessee. Prior to performing any work in (other than routine maintenance of) the easement area, Grantee shall give Grantor at least two days' advance written notice, except in emergency situations. Emergency situations shall require only such advance notice as is reasonable under the circumstances.
5. Indemnification. To the greatest extent permitted by law, and only to the extent that this provision does not adversely affect the validity or binding nature of this Easement, Grantee agrees to indemnify, defend, and hold harmless Grantor for any causes of action, claims, damages, and losses, of whatever kind or nature, relating to or arising from any activities conducted within the easement area by Grantee or its employees, agents or contractors to the extent such causes of action, claims, damages, and losses are not due to acts or omissions of the Grantor.

6. Covenants Running with the Land. This Easement, including without limitation the restrictions, limitations, covenants, and agreements applicable thereto, is intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of, and enforceable by the parties, and their respective successors, assigns, and personal representatives, including without limitation all subsequent owners of the easement area.

7. Entire Agreement and Construction. This Easement constitutes the entire agreement between the parties with respect to the subject matter hereof.

8. Modification. No modification of this Easement shall be binding upon any party unless in writing and signed by both Grantor and Grantee, or their respective successors or assigns.

9. Severability. If any provision of this Easement is invalid or unenforceable as against any person, party, or under certain circumstances, the remainder of this Easement and the applicability of such provision to other persons, parties, or circumstances shall not be affected thereby and shall remain in full force and effect.

10. Notices. Any notice, request, demand, instruction, or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and served either personally or sent by United States registered or certified mail, return receipt requested, postage prepaid or by pre-paid nationally recognized overnight courier service, and addressed to the parties at their respective addresses set forth above.

RESERVING UNTO THE GRANTOR any uses not in conflict with the purposes and operations of Grantee.

**GRANTOR
CITY OF FAIRBANKS**

Jim Matherly
Mayor

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this _____ day _____ 2019 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, personally appeared Jim Matherly and that he acknowledged before me that he executed the same on behalf of the Grantor, with authority to do so. IN WITNESS WHEREOF, my hand and official seal.

NOTARY PUBLIC:
Commission Expires:

After recording, return to:
Paul Ewers, City Attorney
City of Fairbanks
800 Cushman Street
Fairbanks, Alaska 99701



KELLUM ST.

Arctic Bowl Property
Block 135, Weeks Field Sub.

EXISTING
CHANLINK FENCE

CELL TOWER
ENCLOSURE

GUY ANCHOR

Parcel 1

Parcel 2

Block 114, Fairbanks Townsite

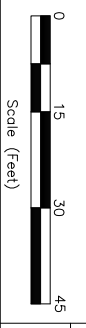
Block 135, Weeks Field Sub.

PROPOSED EASEMENT

NEW POLE

COWLES ST.

SCALE: 1" = 30' HORIZ.



DESIGNED: C.O.F. STAFF
DRAWN: C.O.F. STAFF
CHECKED: _____
DATE: 09/19/18

APPROVED _____
CITY ENGINEER
DATE _____

EASEMENT EXHIBIT A

CITY OF FAIRBANKS, ALASKA
Engineering Department
Project FB-xx-xx/xxxxxx

OF
SHEETS

DATE	REVISION	BY



City of Fairbanks

City Mayor's Office-Risk/Purchasing

800 Cushman Street
Fairbanks, AK 99701

Phone (907) 459-6779
Fax (907) 459-6731

TO: Council Members

THROUGH: Jim Matherly, Mayor
Carmen Randle, Chief Finance Officer *CR*
Mike Meeks, Chief of Staff *MM*

FROM: *CR* Christina Rowlett, Risk Manager/Purchasing Agent

SUBJECT: DOWL, LLC CHANGE ORDER > \$25,000

DATE: February 5, 2019

On July 24, 2017, the City Council approved Resolution No. 4801, awarding a contract to DOWL, LLC for the Minnie Street Corridor Study in the amount of \$476,530. On January 31, 2019 a change order to Purchase Order 20173721 to DOWL, LLC in the amount of \$171,527 was completed to match award amount (original Purchase Order amount was \$305,000).

City Code Sec. 54-102 states "Any change order issued under this subsection which exceeds \$25,000.00 shall be reasonably noticed to the city council by the administering authority."

Introduced by: Mayor Matherly
Finance Committee Review: July 18, 2017
Introduced: July 24, 2017

RESOLUTION NO. 4801

A RESOLUTION AWARDING A CONTRACT TO DOWL FOR THE MINNIE STREET CORRIDOR STUDY IN THE AMOUNT OF \$476,530

WHEREAS, in accordance with FGC Section 54-207 (Architectural, Engineering, & Land Surveying Contracts) DOWL was selected by the City of Fairbanks, Fairbanks Metropolitan Area Transportation System (FMATS), and Alaska Department of Transportation & Public Facilities (ADOT&PF) as the most qualified and suitable firm of demonstrated competence to perform planning, public involvement, and design work for the Minnie Street Corridor Study (hereinafter the "Project"); and

WHEREAS, the Project will define a "vision" for the Minnie Street corridor through public and agency involvement activities, defining the project's specific purpose and need, identifying environmental impacts and mitigation strategies, conducting traffic analyses, evaluating project alternatives to arrive at a preferred alternative, and documenting all relevant coordination and decisions therein in accordance with Federal Highway Association (FHWA) provisions set forth in 23 U.S.C. 168(b)(1)(A) and associated regulations under 23 CFR 450.212(d) and 450.318(e); and

WHEREAS, the fee proposal submitted by DOWL to complete the Project was in the amount of four hundred seventy-six thousand five hundred thirty dollars (\$476,530), and City Council approval is required; and

WHEREAS, funding for this project was provided by the FMATS Transportation Improvement Program, and the City has already paid the required match.

NOW, THEREFORE, BE IT RESOLVED by the Fairbanks City Council that the Mayor is authorized to execute any and all documents required for expending funds on behalf of the City for the Project.

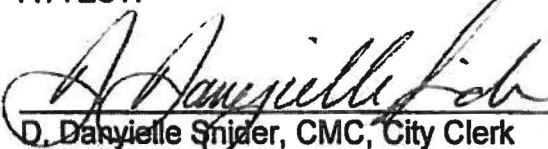
PASSED and APPROVED this 24th Day of July 2017.



Jim Matherly, City Mayor

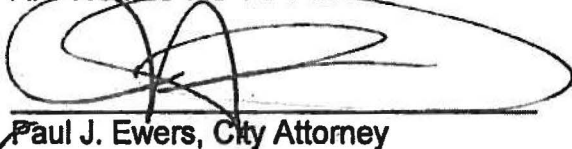
AYES: PASSED and APPROVED on the CONSENT AGENDA
NAYS: None
ABSENT: Seat D vacant
APPROVED: July 24, 2017

ATTEST:



D. Danielle Snider, CMC, City Clerk

APPROVED AS TO FORM:



Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS
FISCAL NOTE**

I. REQUEST:

Ordinance or Resolution No: 4801

Abbreviated Title: AWARDING MINNIE STREET CORRIDOR STUDY CONTRACT TO DOWL

Department(s): ENGINEERING DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

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

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Personnel	Total
Minnie Street Study		\$476,530		\$476,530
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL	\$0	\$476,530	\$0	\$476,530

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
FMATS Transportation Improvement Program.		\$433,499		\$433,499
City Match - ALREADY PAID RESOLUTION 4784		\$21,516		\$21,516
State DOT Match		\$21,515		\$21,515
TOTAL	\$0	\$476,530	\$0	\$476,530

The City previously provided the required match for this phase of the project (Resolution 4784). There is no additional City funding required at this time. The State has paid \$27,090 to date of a 35,218.70 required match. The balance is to be paid once they have an approved capital budget. Until the total match has been paid by the state, the contract will proceed in stages as match funding is available. This is the preliminary planning, public involvement and design stage of Minnie Street Corridor Project.

Reviewed by Finance Department: Initial cp Date 7/14/2017