



FAIRBANKS CITY COUNCIL
AGENDA NO. 2019-04
REGULAR MEETING FEBRUARY 25, 2019
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

PRELIMINARY MEETING

5:30 p.m. – Public Hearing for Ordinance No. 6093, as Amended

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 24, 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
4763	Bobby's Downtown	Beverage Dispensary	Delta Epsilon, Inc.	609 2nd Avenue
5262	Aha Oriental Kitchen	Restaurant/ Eating Place	Moonstone, LLC	996 Blair Road
2258	Regency Hotel	Beverage Dispensary – Tourism	Pacific Rim Associates I, Inc.	95 10th Avenue
4314	Gallo's Mexican Restaurant	Beverage Dispensary	Northern Lights Business, Inc.	60 College Road
3336	Soapy Smith's Pioneer Restaurant	Restaurant/ Eating Place	Nicholas V. Stepovich	543 2nd Avenue
5585	Jazz Bistro on 4th	Restaurant/ Eating Place	Bluenote Create, Inc.	527 4th Avenue, Suite B

9. MAYOR'S COMMENTS AND REPORT

- a) Special Reports

10. COUNCIL MEMBERS' COMMENTS

11. UNFINISHED BUSINESS

- a) Ordinance No. 6093, as Amended – An Ordinance Amending FGC Chapter 1 by Adding Sections 1-21 through 1-28 Addressing Equal Rights. Introduced by Council Members Ottersten, Kun, Therrien, Rogers, and Mayor Matherly. POSTPONED from the Regular Meeting of December 10, 2018; a public hearing was held at that time.
- b) Ordinance No. 6094 – An Ordinance Approving the FAST Planning Inter-Governmental Operating Agreement. Introduced by Mayor Matherly and Council Member Cleworth. POSTPONED from the Regular Meeting of February 11, 2019; a public hearing was held at that time.

- c) 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. SECOND READING AND PUBLIC HEARING.

12. NEW BUSINESS

- *a) Resolution No. 4866 – A Resolution Urging the FMATS Policy Board to Approve Certain Amendments to the FAST Planning Intergovernmental Operating Agreement. Introduced by Council Member Cleworth.
- *b) Ordinance No. 6096 – An Ordinance to Amend Fairbanks General Code Sections 2-87 and 2-115 Regarding Council Member Absences and Telephonic Participation at Meetings. Introduced by Council Member Cleworth.

13. DISCUSSION ITEMS (Information and Reports)

- a) Committee Reports

14. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- *a) Clay Street Cemetery Commission Meeting Minutes of January 2, 2019
- *b) Fairbanks Diversity Council Meeting Minutes of January 8, 2019

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 24, 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
Jonathan Bagwill, Seat D
Jerry Cleworth, Seat E
David Pruhs, Seat F
- Absent: Valerie Therrien, Seat C (excused)
- Also Present: D. Danyielle Snider, City Clerk
Mike Meeks, Chief of Staff
Stephanie Johnson, Dispatch Center Manager
Carmen Randle, Chief Financial Officer
Angela Foster-Snow, HR Director
Eric Jewkes, Police Chief
Jim Styers, Fire Chief
Paul Ewers, City Attorney (arrived at 6:57 p.m.)

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 Mr. Bagwill to lead the Flag Salutation.

CITIZENS' COMMENTS

Kathy Ottersten, 1435 3rd Avenue, Fairbanks – Ms. Ottersten expressed concern with Resolution No. 4846. She stated that she is concerned that the resolution has only one reading, that there is a lack of term definitions, and that there appears to be no tangible compensation for the City. She stated that the resolution will affect the City of Fairbanks more media-wise than anything else. Ms. Ottersten suggested that the Council hold a town hall meeting on the resolution. She stated that Engel Entertainment has a good reputation, but she would like to see the resolution postponed.

Jennifer Yuhas, 1150 Merganser Street, Fairbanks – Ms. Yuhas stated that she noticed a couple meetings ago that there was a lack of order, and poor parliamentary procedures were used. She stated that when she returned the following meeting, the Mayor did a better job at keeping order.

She addressed the confusion at the last Council meeting over the sentence, “The unintended consequences of adoption of this ordinance, as written, possess potential to undermine any intended savings with associated costs of litigation.” She stated that cost savings was mentioned at the introduction of the ordinance, and she pointed out that the ordinance would not save the City money as it leaves room for possible litigation. She stated she has faith in the City Council.

Karen Gaborik, Fairbanks North Star Borough School District (FNSBSD) Superintendent – Ms. Gaborik shared that it has been a great start to the new school year. She stated it is concerning that there is a continuing downward trend in enrollment, and currently enrollment is down by 270 students. She stated that the silver lining is the F-35s coming to the community. Ms. Gaborik expressed gratitude to Chief Jewkes for his partnership with the FNSBSD, and she spoke to the rollout of A.L.I.C.E., an active shooter response training program. She stated she recently attended a post-meeting of the Safety and Well-being Summit in Anchorage to put together recommendations for the Governor and the Department of Education for the upcoming legislative session. She stated there will be a Professional Development Day for school staff on Friday, September 28.

Mr. Pruhs thanked Ms. Gaborik for the update. He stated that he has not heard much about bussing compared to last school year, so he assumes the district’s contract with the bus company is going better than it did last year. Ms. Gaborik stated that, to their credit, First Student cleaned house with their management staff; she stated it has made a huge difference. She stated that the company CEO paid a visit to Fairbanks about a month ago.

Mr. Cleworth asked about the reason behind the drop in enrollment. He questioned whether the loss is primarily in elementary schools. Ms. Gaborik stated that the decrease is across the board, but significant decreases have been noted in the two schools that serve Fort Wainwright: Ladd Elementary and Arctic Light Elementary. She stated that the district is working with Colonel Fisher to understand the decline.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney spoke to race discrimination in jury selection. He stated that he has raised the issue a number of times to the Fairbanks Diversity Council (FDC) and that Council Member Rogers stated she would contact Senator Coghill’s office at the last City Council meeting. He stated that he checked with Coghill’s office, and they said that they had not received calls from either Ms. Rogers or the FDC. Mr. Turney mentioned the Batson Challenge which protects minorities in serving on juries. He indicated that people of certain races are denied the opportunity to serve on juries in the Fairbanks District Court, and he stated a City Council Member should introduce a resolution on the issue. He spoke highly of former Council Member Lloyd Hilling, stating that he is a man of integrity, principle, and backbone. Mr. Turney encouraged everyone to vote and asked people to vote for Lloyd Hilling.

Mr. Bagwill asked Mr. Turney what the City Council could do to help with the jury selection issue. Mr. Turney replied that the problem lies with the District Attorney’s Office; he stated that there needs to be some data collected. He stated he believes that if the City Council approves a strong resolution with some teeth and sends it to the State legislature, something might be done.

Andy Anger, 1075 Red Ridge Road, Fairbanks – Mr. Anger stated that he is the Chair of the Explore Fairbanks Board of Directors. He spoke in opposition to Ordinance No. 6084, and he spoke in detail about the history of the City bed tax, starting with its inception in 1979 at a rate of

2%. He shared that the original purpose of the tax was to promote economic development, with an emphasis on destination marketing. Mr. Anger stated that in 2000, the City Council voted to put a question before City voters to remove the bed tax from the tax cap; he stated that the visitor industry supported the proposition at the time and understood the risks of removing the tax from the cap. He stated that they trusted that the City would honor the intent of the bed tax. He concluded by stating that funding general City services is not a proper use of City bed tax dollars.

Kathy Hedges, 1638 Fiddle Way, Fairbanks – Ms. Hedges stated that she is the President of the Alaska Travel Industry Association (ATIA), Fairbanks Chapter, and the incoming Chair to the Explore Fairbanks Board of Directors. She stated that the ATIA is the organization that markets Alaska as a travel destination and communicates the value of bringing visitors to Alaska. She stated that the voice of the visitor industry opposes targeted taxes for general services. She asked everyone in the audience who opposes Ordinance No. 6084 to stand. Ms. Hedges stated that Fairbanks cannot be compared to Anchorage, and she pointed out that Anchorage’s bed tax increase from eight to twelve percent was done by a vote of the people with the backing of the visitor industry. She commented that the industry is not against working with the City.

Victor Buberger, PO Box 58192, Fairbanks – Mr. Buberger thanked Public Works for taking care of the large pothole on 26th Avenue, and he mentioned a couple more potholes on Cushman Street just north of Airport Way. He questioned whether the City is better prepared to handle snow removal in the coming months than it was last winter. He stated that if the City wants to give out bonuses to employees, perhaps City property owner names should be drawn from a hat to share in those bonuses. He criticized the City for giving out employee bonuses when it cannot keep its streets clean.

Aaron Lojewski, 3971 Fahrenkamp Avenue, Fairbanks – Mr. Lojewski stated that he is not representing the Borough Assembly or the Explore Fairbanks Board of Directors. He thanked Council Members for serving and stated that members are not being paid what they are worth to the community. He offered a suggestion for an amendment to Ordinance No. 6084, Section 74-117(c)(1), by changing the term “tourism” to “visitor industry.” He reminded the Council that the more something costs, the less you get of it. Mr. Lojewski cautioned the Council on increasing the bed tax and stated that the issue will likely be raised at the Borough if the City approves a tax increase. He suggested that the Council remove Ordinance No. 6084 from the Consent Agenda and not advance it.

Jay Ramras, 86 C Street, Fairbanks – Mr. Ramras echoed Mr. Lojewski’s comments regarding Ordinance No. 6084 and spoke in admiration of Council Members. He stated he has been working with the City Building Department and has had an excellent experience with its employees. He acknowledged the difficulty of being a public servant and the shortage of resources. Mr. Ramras stated that taxes change behavior, and he referenced an editorial that ran in the Fairbanks Daily News Miner in regard to the issue. He stated that although tourism is thriving in Alaska, tourism in Fairbanks is the first to fall and the last to come back. He pointed out that much of Fairbanks’ tourism comes from large tour companies whose decisions may be impacted by a bed tax increase. He predicted a decrease in Fairbanks tourism if the bed tax is increased.

Mr. Pruhs asked whether an increase to the Borough bed tax rate would affect Mr. Ramras’ business. Mr. Ramras replied that he believes an increase would have an adverse effect on his

business. He agreed with Mr. Lojewski that an increase to the City bed tax would likely spur an increase to the Borough's bed tax rate.

Lloyd Hilling, 1188 Nenana Street, Fairbanks – Mr. Hilling stated that he is a candidate for City Council Seat B. He shared that the City Council should cause the City government to aggressively provide an environment conducive to business and residential prosperity. He stated that he would propose an economic analysis of each City department staggered over a 7-year period. He stated that the analysis would look at performance and efficiencies, cost versus benefit, comparisons with nationwide standards of performance, average worker productivity, and so on. Mr. Hilling stated that if he is elected to the City Council, he would draft an ordinance to accomplish such a task. He asked citizens to vote for him for City Council.

Daisy Edwards, 1033 23rd Avenue, Fairbanks – Ms. Edwards stated that she represents the Southside Community Farmer's Market. She stated that the market was established in 2015 and is open every Tuesday from 4 – 7 p.m. She shared that the market is sponsored by Calypso Farm and Ecology Center. She stated that the market was established because there are no supermarkets within three to seven miles of the Southside area. Ms. Edwards stated that senior citizens and families often come to the market which offers fresh produce and many other edibles. She stated that it has become a community-oriented place where residents can socialize. She stated that the market accepts food stamps, WIC, and senior citizen coupons. She shared that in 2018 the market received a grant from Calypso Farm and Ecology Center for \$1150, which has funded community awareness and sponsored a chef at the market. She invited everyone to visit the market and shared that Tuesday would be the final market day of the season.

Lloyd Huskey, 70 Pepperdine Drive, Fairbanks – Mr. Huskey stated he is the General Manager of Candlewood Suites in Fairbanks. He stated that the bed tax increase may seem small, but even a small increase could make Fairbanks less competitive with other markets. He stated that he may be less opposed to the increase if the additional revenue would be shared with the tourism industry.

Leonard Thiltgen, 2263 Bridgewater Drive, Fairbanks – Mr. Thiltgen stated that he supports the bed tax increase. He stated that since the inception of the bed tax, numerous hotels have come to Fairbanks, and tourism is now a year-round market. He suggested that additional revenues brought about by an increase be designated for emergency services, specifically for fire and police services. He suggested that the increase take place all at once, not in increments over a period of time. He spoke briefly to the lack of new revenues in the City and in the Borough.

Mike Farrell, PO Box 72822, Fairbanks – Mr. Farrell stated that he would like to see more of the bed tax funds allocated toward the emergency services patrol (ESP), since there is not a reliable and consistent revenue source for the program. He stated that the ESP does a great job and takes a lot of strain off the Fairbanks Police Department (FPD). Mr. Farrell indicated that some individuals working in non-profit organizations that receive bed tax funds receive a six figure compensation, and he suggested that the City take a look into that issue. He indicated that he would not be in support of dumping increased bed tax revenues in the General Fund but would rather see those funds allocated towards a specific purpose. He stated that it seems the City is jumping from one thing to another in search of new revenues. He spoke in support of Lloyd Hilling for Seat B on the City Council.

Shoshana Kun, 326 Wedgewood Drive, #E-27, Fairbanks – Ms. Kun stated she is a little disturbed that there has been campaigning during the meeting, as City Hall is a currently a polling place. She spoke to the candidate forum at the Interior Taxpayers Association (ITA), and she shared that Explore Fairbanks would hold a candidate forum at the Wedgewood Resort during the week. She stated that the League of Women Voters would also soon be hosting a candidate forum at the Borough building. She reminded everyone to vote in the upcoming election. Ms. Kun shared that they filled the shelves of the Stone Soup Café with the recent “Meet the Candidates” event. She stated that she appreciates the numbers recently posted on Facebook by the Fire Department. She asked why there are no meeting minutes for Finance Committee meetings.

Adriel Butler, 990 Deere Street, Fairbanks – Mr. Butler stated that they operate Aurora Expeditions and Borealis Base Camp. He stated that he opposes Ordinance No. 6084 because it is a targeted tax which discriminates against travelers. He stated that he competes in the international market, and even a small percentage increase to the tax would affect his business. He stated that he opposes the ordinance also because he cannot change his rates as they are already set for the year.

Brett Carlson, 710 Twenty-Fourth Avenue, Fairbanks – Mr. Carlson stated that he would like the City Council to unanimously not support Ordinance No. 6084 because of justice. He questioned why a single business sector in the community is being targeted. He indicated that an increase to the bed tax would not be smart economic development. He stated that from 1979 to 1996, the percentage of City bed tax revenues that were reinvested into travel marketing had dropped from 90% to 40%. Mr. Carlson stated that the travel industry was concerned and came to the Council, and the travel industry was able to work with the City Council to raise the percentage of funds that were reinvested into the tourism industry. He stated that the reinvestment has paid off, and he stated that Explore Fairbanks has placed Fairbanks in a successful position in the travel market. He encouraged Council Members to reach out to those in the travel industry to discuss the ordinance.

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

APPROVAL OF AGENDA AND CONSENT AGENDA

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

Mr. Bagwill pulled Ordinance No. 6084 from the Consent Agenda.

Mr. Cleworth pulled Resolution No. 4846 from the Consent Agenda.

Mayor Matherly requested that the Executive Session for IBEW Labor Negotiations be removed from the agenda as there is no update.

Mayor Matherly called for objection to the approval of the Agenda, as Amended, and, hearing none, so ORDERED.

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

MAYOR'S COMMENTS AND REPORT

a) Special Reports

Brittany Smart, Representative of FNSB Mayor's Office – Ms. Smart provided a brief report on the Air Quality Conference the Borough held over the previous weekend. She stated that there were over 100 participants, both live and over the web. She stated that all the presentations are posted on the fnsb.us website and on the aqfairbanks.com website. She shared that it was a diverse conference, with presentations from varying communities and organizations. Ms. Smart stated that they look forward to hosting the event again next year, and she thanked all those who participated.

Mayor Matherly assured the public that snow removal for the upcoming winter season is on the City's radar. He offered condolences to the families of Tim Sonnenberg and Jason Roberts. He thanked all those who came to speak to the Council.

COUNCIL MEMBERS' COMMENTS

Ms. Huntington thanked everyone for coming and gave a special thanks to all those present who have served or are serving. She stated that she has sat down and talked with some in the tourism industry and commented that it is helpful to hear different perspectives. She clarified that the Council is not trying to diminish the great work being done in the tourism industry, and the introduction of the ordinance is not meant to be an attack on the industry. She explained that the Council is trying to find solutions. **Ms. Huntington** stated that she is proud of the successes of the industry.

Ms. Rogers stated that Mr. Lojewski brought up some good points about the issue of increasing the bed tax, and she expressed thanks to Mr. Ramras for being present and for sharing his expertise. She also thanked Mr. Thiltgen for sharing his perspective as a longtime Fairbanksan and contributor to the community. She expressed agreement with Mr. Carlson's comments about justice and smart economic development and indicated that the Council needs to spend more time on the bed tax issue. She thanked those who take time to attend meetings and provide testimony.

Mr. Pruhs stated that he recently asked the Chief Financial Officer (CFO) whether the City's marijuana tax rate could be increased. He stated that the CFO told him that the Council could increase the rate, but it would not increase revenue because the tax falls within the tax cap. He asked the City Attorney to report to the Council later in the meeting about whether an increase to the bed tax would also fall within the cap.

Mr. Cleworth, in response to Ms. Kun's earlier comments, stated that there was no Finance Committee the previous week, and no minutes are kept for Finance Committee meetings. He stated that the Committee has not really discussed Ordinance No. 6084 yet. He stated that a portion of the bed tax was separated from the tax cap in the late 1990s.

Mr. Bagwill thanked all those who came to the meeting, spoke to the Council, and offered their perspectives. He asked those in attendance to consider the question, "What would you have us do?" He stated that he did not understand all the rules when he was running for City Council, and there are tough decisions that need to be made. He stated that funds are limited, union contracts

are challenging, and the job of the City Council is not easy. He asked those who have answers to bring them forward to the Council.

UNFINISHED BUSINESS

- a) 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. SECOND READING AND PUBLIC HEARING..

Mr. Pruhs, seconded by **Mr. Bagwill**, moved to ADOPT Ordinance No. 6082.

Frank Turney – Mr. Turney stated that if Mr. Cleworth and Mr. Pruhs think it is a fair contract, he would support it. He questioned why there are three captains in the Fairbanks Fire Department (FFD). He stated that the City should be able to use volunteers at FFD. He noted that the FFD had agreed to drug testing, and he stated that FPD does not want drug testing for their employees.

Victor Buberger – Mr. Buberger stated that the entire Borough is protected by volunteer firefighters, and there are none at FFD; he stated he believes it is a union issue. He stated that the City needs to cut back on labor costs, and he questioned how the union has such a hold on the City that volunteers cannot be used at FFD. He asked Council Members to comment on the volunteer issue.

Shoshana Kun – Ms. Kun stated that the Fire Department has an amazing facility with professional staff. She stated that the one downfall is that calls are sometimes stacked.

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

Chief of Staff Mike Meeks referenced the handouts being distributed by the CFO; he stated the first one is an updated fiscal note that shows modifications to health and a four-year cost of the contract. He stated that the second handout is a tax “cheat sheet” that lists the various City taxes, which ones fall under the tax cap, and what it would take to increase each of the taxes. Mr. Meeks reviewed the items the union will get out of the contract and the items the City will get if the contract is approved. He stated that the City’s negotiating team highly recommends approval of the contract.

Mr. Cleworth stated that he plans on voting for the contract, but he has some questions. He asked how the internship program has changed from the prior contract.

Fire Chief Jim Styers stated that in the prior contract, the internship program was solely based on working with the UAF Community and Technical College (CTC). He stated that the program was outlined by hours worked, not necessarily the objectives of the internship. He stated that the new contract includes both the CTC and the UAF Fire Department, and the internship program is objective-based. He stated that the majority of the interns have EMT 1 or higher certification.

Mr. Cleworth asked whether interns could do a transport. Chief Styers stated that he believes the interns could drive the ambulance but would not be able to serve as the lead medic. **Mr. Cleworth** wondered how internship staffing could help with the addition of another ambulance. Chief Styers stated that he believes the interns would be a plus; he stated it is a matter of brainstorming to see how it could work.

Ms. Rogers asked how successful FFD has been in attracting interns to stay long-term with the department. Chief Styers stated that recently an intern applied and is a finalist for a position at FFD. He stated that is the only intern the department has had since he has been the Chief.

Mr. Pruhs asked how many candidates typically apply for each opening at FFD. Chief Styers stated that at the last recruitment there were about 50 applicants, but only 20 took the exam.

Mr. Cleworth asked how many FFD captains would be proposed in the 2019 budget. Mr. Meeks stated that there would be six, plus three acting company officers.

Mr. Cleworth spoke to the difficult process of the negotiation of the contract. He expressed appreciation to both negotiating teams and stated that there is some good give-and-take in the proposed contract. He stated that nationwide, 60% of firefighters are volunteers, and there are none in the City of Fairbanks. He commented that not using volunteers is a loss of a resource. **Mr. Cleworth** stated that if the City non-funds the Fairbanks Firefighters Union (FFU) contract, the first penalty is the loss of the internship program; he stated that he does not understand how that helps anyone. He spoke in favor of approving the contract.

Ms. Huntington stated that the contract has been one of the most important aspects in her role as a Council Member. She thanked the Mayor, Council, and negotiating teams for their perseverance and work.

Mr. Pruhs thanked the FFU for their patience during the process. He thanked Chief Styers and FFD staff for working through the long process. He expressed hope that the FFU would ratify the contract.

Mr. Rogers stated that it has been a long process but a good process. She spoke to the professionalism of the FFD and to the caliber of employees at the department. She stated that everyone is detail-focused, and there is a sense of teamwork and comradery. She indicated that she would like to address the issue of volunteers at the department at a future date.

Mr. Bagwill thanked both negotiating teams for their patience. He clarified that the past decisions of the Council to non-fund or reject the contract had nothing to do with the quality of work of the FFD; he stated those decisions were based solely on City finances.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6082 AS FOLLOWS:

YEAS: Pruhs, Huntington, Cleworth, Bagwill, Rogers

NAYS: None

ABSENT: Therrien

Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6082 ADOPTED.

- b) Ordinance No. 6083 – An Ordinance Authorizing the Lease of Space in City Hall to FAST Planning, Inc. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

Ms. Huntington, seconded by **Mr. Cleworth**, moved to ADOPT Ordinance No. 6083.

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

Mr. Cleworth shared that the agreement went before the FMATS body at the last meeting. He stated that the City's lease offer is much less expensive than other quotes they obtained for spaces within the downtown area. He stated he hoped the body would approve the lease at that time, but they voted to postpone the issue. He commented that there were some concerns with verbiage.

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6083 by adding a sentence to Section 1 to read, "Other than the financial terms, the City administration is empowered to make changes to the terms of the lease with FMATS or its successor if agreeable to both parties."

Mayor Matherly pointed out that no monetary changes would be made without coming back to the City Council.

City Attorney Ewers stated that he received an email from the Borough Attorney earlier in the day asking whether the ordinance would be postponed. He indicated that the change Mr. Cleworth proposed along with a change to Section 2 by removing the words "and directed" may alleviate the Borough Attorney's concerns regarding postponement.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6083 BY ADDING A SENTENCE TO SECTION 1 TO READ, "OTHER THAN THE FINANCIAL TERMS, THE CITY ADMINISTRATION IS EMPOWERED TO MAKE CHANGES TO THE TERMS OF THE LEASE WITH FMATS OR ITS SUCCESSOR IF AGREEABLE TO BOTH PARTIES" AS FOLLOWS:

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

Mr. Bagwill, seconded by **Ms. Rogers**, moved to AMEND Ordinance No. 6083, as Amended, by striking the words "and directed" in Section 2.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6083, AS AMENDED, BY STRIKING THE WORDS "AND DIRECTED" IN SECTION 2 AS FOLLOWS:

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

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

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

Mayor Matherly called for a five minute recess.

Mayor Matherly called the meeting back to order following the brief recess. He asked whether the Council would be willing to consider Ordinance No. 6084 before Resolution No. 4846, given the number of people in attendance concerned with Ordinance No. 6084. No Council Members objected to swapping the two items in the order of business.

NEW BUSINESS

- a) Resolution No. 4844 – A Resolution Authorizing the City of Fairbanks to Accept the FFY2017 Community Development Block Grant (CDBG). Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4845 – A Resolution Authorizing the City of Fairbanks to Accept Funds from the Alaska Highway Safety Office for the FFY2018 DUI Traffic Enforcement Unit. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- c) Resolution No. 4846 – A Resolution Authorizing the Mayor to Enter into a Contract with Engel Entertainment for Production of a Possible Television Series. Introduced by Mayor Matherly.

This item was swapped with New Business item (e), Ordinance No. 6084, in the order of business.

Mr. Pruhs, seconded by **Ms. Huntington**, moved to APPROVE Resolution No. 4846.

Mr. Cleworth stated that the City was approached by a number of companies when he was Mayor in regard to reality tv shows, and he indicated that he was not interested in pursuing any at that time. He stated, however, that the legal work done on the contract is incredible, and he asked the Mayor and staff whether there are any reservations about entering into the contract.

Mayor Matherly stated that the video Engel Entertainment shot promoting the police department was excellent; he stated he is in favor of helping FPD recruit new officers.

Mr. Cleworth asked Chief Jewkes whether he has looked though all the fine print to ensure the department is protected. Chief Jewkes stated that he relied on the City Attorney a great deal in working with the company on the contract, and he trusts Mr. Ewers' judgement. He stated that there is some risk involved with entering the contract, but the other option is to do nothing which

is not working. He explained that the theme of the reality show will be to follow an individual who has come from out of state to work in Alaska as a police officer.

City Attorney Ewers stated that Engel Entertainment is up against a deadline with the network they are working with, so that deadline has become the City's deadline. He stated that he has been working with the company on the language in various parts of the contract. He reviewed in more detail each portion that the City and Engel Entertainment went back and forth on before reaching a tentative agreement on the language in the contract. Mr. Ewers stated that Engel Entertainment was insistent on a few items, including the signature deadline of September 25, 2019. He stated that he will not comment on the wisdom of entering into the contract. He stated that he has spoken with people from other communities who have worked with Engel Entertainment on similar contracts, and there were mixed comments.

Mr. Bagwill asked Chief Jewkes if he sees the opportunity as a good tool for recruitment and for the City of Fairbanks. Chief Jewkes stated that he does not know, but it is his hope. He stated that from what he has gathered, the Alaska State Troopers did not experience huge success with the show they participated in. He stated, however, that there is a different theme for the proposed agreement between Engel Entertainment and the City. Chief Jewkes stated that the video they produced for FPD was well done, and the relationship with the company has been positive so far. He stated that he is seeking ways to appeal to and connect with people, and the City of Fairbanks does not have a lot of money to put towards that effort. He acknowledged the public concern with the contract but stated that no one is looking to be a movie star. He explained that most officers do not enjoy being in the spotlight, but they understand that they need to sell their relevance as law enforcement officers.

Mr. Cleworth asked whether the City, for whatever reason, would have opportunity to review or edit footage prior to it being aired by Engel Entertainment. Mr. Ewers replied affirmatively. He stated that the Chief or his designee has editorial privileges. **Mr. Cleworth** stated that the video they produced was well done, and it cost the City nothing.

Ms. Rogers asked when the opportunity was first presented to the City. Chief Jewkes replied that he believes it was in the spring. **Ms. Rogers** stated that she is having difficulty with the issue, although she agreed that the video they produced was nicely done. She stated that it is difficult to be presented with a legal document and have to make a decision on it in such a brief period of time. She stated that she does not think it is wise to succumb to that type of ultimatum. She stated that the City's goal is recruitment and commented that she would be much more cautious and seek more change rather than yield to a deadline presented by the company. Chief Jewkes indicated that there is some value to the exclusivity of the contract but stated that he is not willing to fall on his sword over the contract.

Mr. Ewers stated that he received a fair amount of criticism from Engel Entertainment for not making the contract a high priority, and there was some argument over the terms of the contract. He stated that the company is not happy with him, but there is a deadline. He stated that although he asked a couple of times, Engel Entertainment would not share with him their agreement with the broadcasting network.

Mayor Matherly stated that he, like Chief Jewkes, would not fall on his sword over the issue. He stated that this is a time issue, and he saw some of the back-and-forth with the company. He stated

that he would not want to disparage the FPD in any way, and he would like the department to be painted in a good light. He stated that there is no guarantee that will happen, and he will not push the Council to approve the contract. He stated he has mixed feelings about the issue, but he trusts Chief Jewkes. He indicated that the City is trying to think outside the box in regard to recruitment efforts.

Chief Jewkes stated that he has the phone number for Engel Entertainment if the Council would like to get them on the phone to ask questions.

Ms. Huntington expressed support for Resolution No. 4846. She stated that she is not afraid of taking risks and trying new tools. She indicated that she would like to see local talent utilized as much as possible. She stated that her grandmother is from Tanana where *Yukon Man* was filmed, and she stated it was remarkable how much they dramatized what was filmed. She cautioned that that could be an issue. **Ms. Huntington** asked, in terms of morale, whether the contract may have a negative effect on the department if most officers do not enjoy being on camera. Chief Jewkes stated that it is not the intent to force someone to be on camera; he stated he believes that those who have been involved so far have had a positive experience and would be willing to do it again.

Mr. Pruhs expressed hope that the contract would work for FPD; he spoke highly of Chief Jewkes, stating that he is the right person to take on the project.

Chief Jewkes stated that he trusts the judgement of the officers who have already worked with Engel Entertainment, and they indicated it was a positive experience.

Mr. Bagwill acknowledged Ms. Rogers' comments about the rushed decision. He stated, however, that City staff has had much more time to consider and review the issue. He asked whether the show would be kid-friendly. Chief Jewkes replied affirmatively. He stated the theme pitched to the City is that the show will be about the experiences of a law enforcement officer from another place who comes to Fairbanks. **Mr. Bagwill** expressed support for Resolution No. 4846.

Mr. Ewers stated that the people he has spoken with from communities in Maine, New Hampshire, and Texas did not indicate that Engel Entertainment did anything contrary to what they stated they would do.

Ms. Rogers stated that she trusts Chief Jewkes but that she greatly mistrusts the other side. She stated they represent an industry who has taken advantage in order to advance their own agenda.

Chief Jewkes stated that he appreciates the confidence the Council has in him. He stated that he is no expert in this particular area, and historically, media and law enforcement in general have not had a long-standing positive relationship. He commented that FPD has had a pretty good relationship with local media.

Ms. Huntington stated that the Council occasionally considers issues with time constraints but that she is not as concerned with the timing issue. She expressed pride for the Fairbanks Police Department and stated that she looks at this as positive way to highlight the work that the department does.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4846 AS FOLLOWS:

YEAS: Pruhs, Huntington, Cleworth, Bagwill

NAYS: Rogers

ABSENT: Therrien

Mayor Matherly declared the MOTION CARRIED and Resolution No. 4846 APPROVED.

- d) Resolution No. 4847 – A Resolution Ratifying the Reorganization of FMATS and the Incorporation of FAST Planning. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- e) Ordinance No. 6084 – An Ordinance Amending Fairbanks General Code Chapter 74, Article IV Hotel/Motel Tax to Increase the Tax Rate and the City’s Percentage. Introduced by Mayor Matherly.

This item was swapped with New Business item (c), Resolution No. 4846, in the order of business.

Mr. Bagwill, seconded by **Mr. Cleworth** moved to ADVANCE Ordinance No. 6084.

Mayor Matherly asked Chief of Staff Mike Meeks for a staff report.

Mr. Meeks stated that the administration considered whether the City has been a good financial steward of taxpayer dollars before introducing Ordinance No. 6084. He shared that in 2012, the number of full-time City employees was 195; he stated that in 2017, the number was 176. He stated that labor is the City’s highest cost, and it has been cut over the years. Mr. Meeks stated that citizens want quicker and expanded services, and that cannot happen with fewer resources. He stated there has been little growth in expenditures over the past decade, and there has been a decline in revenues. He stated that the City has been a good steward of taxpayer dollars. He stated that the ordinance would increase the hotel/motel tax 1.5% in 2019, 0.5% in 2020, and 0.5% in 2021. He shared that the Mayor was clear about not changing the distribution formula so that no funding would be taken away from Explore Fairbanks. He stated that the revenues from the increases over the next few years would go to the City and would not be included in the formula. Mr. Meeks stated that the City is not wasteful, and revenue is a challenge.

Mayor Matherly stated that he had originally considered a 4% increase to the hotel/motel tax that would happen all at once. He stated that after speaking to some in the tourism industry, he realized that a 50% increase all at once would not be the best plan. He indicated that a smaller and more gradual increase is a better idea. He stated that he took a lot of criticism for proposing a property tax increase to City voters last year. He spoke to the increasing number of calls for emergency services, and to the large portion of those calls that are in response to non-City residents.

Ms. Huntington stated that she understands why the ordinance is being introduced, but she would like a better understanding of the timing of the ordinance.

Mr. Meeks pointed out that the effective date of the ordinance is January 1, 2019. He stated that if the ordinance is not passed before the Council adopts the 2019 budget, the City may have to cut staffing. He stated if personnel continues to be cut and services continue to increase, the City is guaranteed to fail.

In response to the question of whether the City has been a good steward of taxpayer dollars, **Mr. Cleworth** stated that it sometimes has, and sometimes it has not. He provided examples of when the City was not. He argued that the City has not been cutting many positions but stated that there are several funded, vacant positions. He stated that police departments throughout the country are competing with each other with signing and retention bonuses and wage increases, which is self-defeating. He stated that all the jobs at the City are good paying jobs. **Mr. Cleworth** stated that he does not believe the City is in a crisis situation yet. He encouraged the administration to put out a request for proposals (RFP) for snow removal so that the City has an additional resource available in the event of heavy snowfall. He stated that he is not prepared to vote on the ordinance without seeing the proposed 2019 budget.

Mr. Cleworth, seconded by **Mr. Pruhs**, moved to AMEND the motion to advance by changing the date of advancement to the Regular Meeting of December 3, 2018.

Mr. Pruhs spoke in favor of advancing to the December 3 meeting. He stated that there will soon be a vote on the tax cap, and the makeup of the Council will change with the upcoming the election. He commented that the ordinance is about a month or more premature.

Ms. Rogers agreed with Mr. Pruhs. She stated that it would be a mistake to make such a big decision in haste that would affect so many people.

Ms. Huntington thanked Mayor Matherly for bringing the ordinance forward; she stated it is the Mayor and Council's job to look at options for new City revenue. She stated she believes the City is in a crisis, and the Council needs to look for solutions. She acknowledged that waiting until December may be wise, but it may be difficult for new Council members to grapple with such a big issue.

Mr. Bagwill stated that some statements made during the meeting may be unfair – statements like the Council would be discriminating against the travel industry by raising the Hotel/Motel tax. He stated that he serves as an ex-officio member of the Explore Fairbanks board, and he would not want to see an increase affect the pocketbooks of hoteliers by becoming effective in the middle of the year. **Mr. Bagwill** stated that he is not against waiting until December to consider the ordinance but expressed fear about what the Council would do if the increase might not be enough to balance the 2019 budget.

Mayor Matherly asked Mr. Meeks to speak to the number of positions cut over the last few years. Mr. Meeks listed the following statistics on the number of City employees for the last three years: 196.5 employees in 2016, 192.5 employees in 2017, and 189.25 employees in 2018. He stated that the elimination of the IT Department occurred in 2016.

Mayor Matherly stated that part of his job is to bring forth ideas to the Council. He spoke to the conversations he has had and stated that he has put a lot of emphasis on safety in the downtown area. He spoke to the decline in state revenue sharing and to how it is affecting smaller

communities throughout the state. He surmised that the state may start reserving revenue sharing funds for the smaller communities only and leave the larger communities to fend for themselves. He again stated that he has an obligation to bring these types of ideas before Council and it is not his intent to hurt the tourist industry.

Mr. Cleworth clarified that the loss of City employees from 2016 to 2017 was due to the outsourcing of the IT Department, six employees total. He stated that that he can only recall one other position being cut between 2016 and 2018, and that was a firefighter position.

Mr. Pruhs stated that the Mayor has done exactly what he is supposed to do as Mayor. He stated that issues like this are not easy to bring forward and discuss. He stated it is now up to the Council to do their homework.

Ms. Huntington, in response to the comments that the City Hotel/Motel tax should not be spent on City services, stated that the revenue is already being used to help fund City services. She stated that she has also heard people say it is okay to raise the tax to help fund a convention center, but it is not okay to raise the tax to increase City revenues; she indicated that she does not agree with that reasoning.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE MOTION TO ADVANCE BY CHANGING THE DATE OF ADVANCEMENT TO THE REGULAR MEETING OF DECEMBER 3, 2018 AS FOLLOWS:

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6084 TO THE REGULAR MEETING OF DECEMBER 3, 2018 AS FOLLOWS:

YEAS: Bagwill, Cleworth, Rogers, Huntington, Pruhs
NAYS: None
ABSENT: Therrien
Mayor Matherly declared the MOTION CARRIED and Ordinance No. 6084 ADVANCED to December 3, 2018.

DISCUSSION ITEMS

- a) Committee Reports

There were no committee reports given.

WRITTEN COMMUNICATIONS TO COUNCIL

- a) Memo to Approve Appointment of 2018 Election Officials

ACCEPTED on the CONSENT AGENDA.

- b) Fairbanks Diversity Council Meeting Minutes of July 10, 2018

ACCEPTED on the CONSENT AGENDA.

- c) Fairbanks Diversity Council Meeting Minutes of August 14, 2018

ACCEPTED on the CONSENT AGENDA.

COUNCIL MEMBERS' COMMENTS

Mr. Pruhs requested a report from Public Works on the City's plans for snow removal. He stated that a couple of City Council candidates spoke at the meeting, and he commended all the candidates running for City office.

Mr. Cleworth stated that he hopes for the best with the Engel Entertainment contract. He stated that he has tried himself to help recruit police officers for FPD, and he commented that people do watch those types of shows on television. He expressed hope that the show would have a positive effect on Fairbanks.

Mr. Bagwill thanked everyone for attending the meeting. He encouraged everyone to vote in the upcoming election. He expressed satisfaction that the City Council approved the FFU contract and stated that there are two more union contracts left to work on at the City.

Ms. Huntington stated that she would like to send the City's thoughts and prayers to the community of Kotzebue following the horrific crime that recently occurred there. She commended Kotzebue law enforcement, the FBI, and the Alaska State Troopers for their response and the state and the nation for their support of the family following the tragedy. She requested a moment of silence for Ashley Johnson Barr.

Mayor Matherly thanked Ms. Huntington for her sentiments and proceeded to hold a moment of silence for Ashley Johnson Barr.

Ms. Huntington stated that she is pleased the FFU contract was approved by the Council. She stated that the meeting was a good example of the depth and breadth of the issues that come before the City Council.

Ms. Rogers thanked City staff for presenting items to the City Council for discussion; she stated that it helps the City move forward.

CITY CLERK'S REPORT

City Clerk Snider encouraged everyone to vote in the upcoming election and shared that absentee voting is continuing at City Hall during regular business hours.

CITY ATTORNEY'S REPORT

City Attorney Ewers, in response to an earlier question posed by Mr. Pruhs, read City Charter Section 6.5(c) which states that "Increases in the hotel/motel tax levied by the city above the 1999 level shall be exempt from the application of Section 6.5." He pointed out that City voters have already approved a 1% increase to the marijuana sales tax *if* the Borough increased its tax by 1%.

Mr. Bagwill, seconded by **Mr. Cleworth**, moved to ENTER Executive Session for the purpose of discussing PSEA Labor Negotiations.

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

EXECUTIVE SESSION

a) PSEA Labor Negotiations

The City Council met in Executive Session to discuss PSEA Labor Negotiations. Direction was given to the negotiating team, and no action was taken.

ADJOURNMENT

Mr. Pruhs, seconded by **Ms. Rogers**, moved to ADJOURN the meeting.

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

Mayor Matherly declared the meeting adjourned at 11:10 p.m.

JIM MATHERLY, MAYOR

ATTEST:

D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: DS



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 21, 2019

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

Lic. #	DBA	License Type	Licensee	Address
4763	Bobby's Downtown	Beverage Dispensary	Delta Epsilon, Inc.	609 2nd Avenue
5262	Aha Oriental Kitchen	Restaurant/Eating Place	Moonstone, LLC	996 Blair Road
2258	Regency Hotel	Beverage Dispensary - Tourism	Pacific Rim Associates I, Inc.	95 10th Avenue
4314	Gallo's Mexican Restaurant	Beverage Dispensary	Northern Lights Business, Inc.	60 College Road
3336	Soapy Smith's Pioneer Restaurant	Restaurant/Eating Place	Nicholas V Stepovich	543 2nd Avenue
5585	Jazz Bistro on 4th	Restaurant/Eating Place	Bluenote Create, Inc.	527 4th Avenue, Suite B

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

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

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

CITY OF FAIRBANKS PUBLIC SAFETY

609 2nd Avenue: Bobby's Downtown

01/15/2018-01/14/2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	11/24/2018 17:19:20	911 HANG-UP - CHARLIE	609 SECOND AVE	O39	NRP	11/24/2018 17:29:52
	11/22/2018 15:09:40	INCAPACITATED PERSON	609 SECOND AVE	CSP	CSPN	11/22/2018 15:31:51
	09/04/2018 20:00:49	PAST HIT & RUN - ALPHA	609 SECOND AVE		DUP	09/04/2018 20:14:57
18001990	06/09/2018 21:11:42	FOUND PROPERTY -	609 SECOND AVE	S3	RPT	06/10/2018 15:34:21
	05/21/2018 13:39:25	WELFARE CHECK - LOG	609 SECOND AVE		COMM	05/21/2018 13:40:45
	04/16/2018 22:31:34	INCAPACITATED PERSON	609 SECOND AVE	CSP	CSPN	04/16/2018 22:55:14
18001136	04/04/2018 16:09:58	ASSAULT - DELTA	609 SECOND AVE	O4	RPT	04/04/2018 18:03:50
	02/25/2018 00:53:45	INCAPACITATED PERSON	609 SECOND AVE	CSP	CSPN	02/25/2018 01:24:12

Total Number of Events Listed: **8**

CITY OF FAIRBANKS PUBLIC SAFETY

996 Blair Road: Aha Oriental Kitchen

01/15/2018-01/14/2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	12/10/2018 11:10:50	AOA - NON URGENT -	996 BLAIR RD	O19	NRP	12/10/2018 11:15:59
	05/02/2018 22:04:58	VIOLATION OF CRT	996 BLAIR RD	O29	NRP	05/02/2018 22:33:51
	03/20/2018 22:51:02	INCAPACITATED PERSON	996 BLAIR RD	CSP	CSPN	03/20/2018 23:28:01

Total Number of Events Listed: 3

CITY OF FAIRBANKS PUBLIC SAFETY

95 10th Ave: Regency Hotel

01/15/2018-01/14/2019 (37 CFS)

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/13/2019 00:28:16	TRESPASS/UNWANTED -	95 TENTH AVE	O34	NRP	01/13/2019 02:27:22
19000092	01/08/2019 01:39:18	TRESPASS/UNWANTED -	95 TENTH AVE	O23	RPT	01/08/2019 07:12:49
	01/01/2019 20:11:38	DISTURBANCE - VERBAL	95 TENTH AVE	O29	NRP	01/01/2019 20:39:28
18004650	12/30/2018 11:48:23	PAST VEHICLE THEFT -	95 TENTH AVE	O29	RPT	12/30/2018 16:18:15
	12/21/2018 12:26:50	MENTAL DISORDER -	95 TENTH AVE	S5	NRP	12/21/2018 13:12:33
	12/13/2018 21:04:46	TRESPASS/UNWANTED -	95 TENTH AVE	O13	NRP	12/13/2018 21:38:20
	12/12/2018 09:17:53	TRESPASS/UNWANTED -	95 TENTH AVE	O22	NRP	12/12/2018 10:10:05
	12/10/2018 08:53:23	SI - FOLLOW-UP	95 TENTH AVE	O7	NRP	12/10/2018 09:01:36
	11/30/2018 11:43:44	SUSPICIOUS PERSON -	95 TENTH AVE	O22	NRP	11/30/2018 12:13:09
	11/28/2018 16:38:10	TRESPASS/UNWANTED -	95 TENTH AVE	O17	NRP	11/28/2018 16:50:15
	11/23/2018 00:49:27	SUSP CIRCUMSTANCES -	95 TENTH AVE	O41	NRP	11/23/2018 01:24:01
	11/11/2018 09:05:57	DISTURBANCE - VERBAL	95 TENTH AVE	O9	NRP	11/11/2018 09:25:41
	11/05/2018 06:16:37	TRESPASS/UNWANTED -	95 TENTH AVE	O32	NRP	11/05/2018 07:15:38
	10/26/2018 12:27:51	PD PROQA PROCESSED	95 TENTH AVE		DUP	10/26/2018 12:29:04
18003850	10/26/2018 12:27:29	DISTURBANCE -	95 TENTH AVE	O22	RPT	10/26/2018 13:47:20
	10/24/2018 06:15:16	TRESPASS/UNWANTED -	95 TENTH AVE	O3	NRP	10/24/2018 06:59:00
18003749	10/18/2018 05:41:11	DISTURBANCE -	95 TENTH AVE	O3	RPT	10/18/2018 09:19:52
	10/05/2018 04:19:09	SUSP CIRCUMSTANCES -	95 TENTH AVE	O5	NRP	10/05/2018 05:53:16
18003403	10/03/2018 10:58:16	SI - FOLLOW-UP	95 TENTH AVE	O22	RPT	10/03/2018 11:36:01
18003502	09/29/2018 03:10:02	ROBBERY - PERSONAL -	95 TENTH AVE	O3	RPT	09/29/2018 04:05:23
	09/07/2018 19:22:26	MINOR TRAF VIOL/COMP	95 TENTH AVE	O1	NRP	09/07/2018 19:41:41
	08/20/2018 01:57:32	WANTED PERSON -	95 TENTH AVE	O40	NRP	08/20/2018 03:55:47
	07/17/2018 23:51:08	LOST PROPERTY -	95 TENTH AVE		COMM	07/18/2018 00:05:11
	06/08/2018 09:10:19	911 HANG-UP - CHARLIE	95 TENTH AVE		911	06/08/2018 09:52:24
	05/25/2018 08:17:49	TRESPASS/UNWANTED -	95 TENTH AVE	O6	NRP	05/25/2018 08:55:39
	04/27/2018 17:41:37	PAST HIT & RUN - ALPHA	95 TENTH AVE	DESK	NRP	04/27/2018 19:09:44
	04/18/2018 21:31:13	10-36	95 TENTH AVE	O16	WARN	04/18/2018 21:36:38
18001293	04/18/2018 16:29:06	PAST THEFT - BRAVO	95 TENTH AVE	DESK	RPT	04/18/2018 16:49:52

Report Generated: 01/14/2019 15:01:02 | User ID: 1245

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	04/18/2018 04:02:26	INCAPACITATED PERSON	95 TENTH AVE		CALL	04/18/2018 04:05:43
	04/12/2018 08:07:37	OFFICER ADVICE	95 TENTH AVE		COMM	04/12/2018 08:09:23
	03/20/2018 02:08:44	TRESPASS/UNWANTED -	95 TENTH AVE	O32	NRP	03/20/2018 02:22:34
	03/01/2018 10:32:44	SUSP CIRCUMSTANCES -	95 TENTH AVE	O25	NRP	03/01/2018 12:02:47
	02/27/2018 07:34:31	PD PROQA PROCESSED	95 TENTH AVE		DUP	02/27/2018 07:35:49
	02/18/2018 17:47:39	INCAPACITATED PERSON	95 TENTH AVE	O1	NRP	02/18/2018 17:50:21
17001782	02/18/2018 17:09:44	SI - FOLLOW-UP	95 TENTH AVE	O1	RPT	02/18/2018 17:34:19
	02/17/2018 09:14:28	SEND PROTOCOL	95 TENTH AVE	O39	NRP	02/17/2018 09:35:16
	01/26/2018 14:51:11	911 HANG-UP - CHARLIE	95 TENTH AVE	S3	NRP	01/26/2018 16:09:53

Total Number of Events Listed: 37

CITY OF FAIRBANKS PUBLIC SAFETY

60 College Road: Gallo's Mexican Restaurant

01/15/2018-01/14/2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	01/14/2019 00:43:56	ALARM BURGLARY -	60 COLLEGE RD	O19	NRP	01/14/2019 00:52:04
	01/08/2019 01:29:13	ALARM BURGLARY -	60 COLLEGE RD	O34	FAB	01/08/2019 01:44:49
	12/19/2018 03:45:38	ALARM BURGLARY -	60 COLLEGE RD	O21	FAB	12/19/2018 04:30:13
	12/07/2018 03:08:47	ALARM BURGLARY -	60 COLLEGE RD	O41	FAB	12/07/2018 03:20:02
	12/01/2018 05:56:33	ALARM BURGLARY -	60 COLLEGE RD	O21	FAB	12/01/2018 06:07:16
	11/23/2018 05:40:06	ALARM BURGLARY -	60 COLLEGE RD		CBAC	11/23/2018 05:47:40
18004201	11/21/2018 19:58:14	PAST THEFT - BRAVO	60 COLLEGE RD	O3	RPT	11/21/2018 20:58:59
18004047	11/09/2018 15:25:34	DUI - PARKED - CHARLIE	60 COLLEGE RD	O8	RPT	11/09/2018 19:28:16
	08/13/2018 04:01:17	ALARM BURGLARY -	60 COLLEGE RD	O34	FAB	08/13/2018 04:18:45
	08/12/2018 01:00:48	ALARM BURGLARY -	60 COLLEGE RD	O5	NRP	08/12/2018 01:14:03
	06/21/2018 14:45:57	ANIMAL COMPLAINT/BITE	60 COLLEGE RD	L7	NRP	06/21/2018 16:08:25
	05/16/2018 19:07:42	DUI - PARKED - CHARLIE	60 COLLEGE RD	O4	NRP	05/16/2018 19:45:42
18001543	05/07/2018 16:12:49	PAST VEHICLE THEFT -	60 COLLEGE RD	O36	RPT	05/07/2018 17:40:37
	02/04/2018 06:22:12	ALARM BURGLARY -	60 COLLEGE RD	O5	NRP	02/04/2018 06:37:36

Total Number of Events Listed: 14

CITY OF FAIRBANKS PUBLIC SAFETY

543 2nd Ave: Soapy Smith's Pioneer Resturant

01/15/2018-01/14/2019 (6 CFS)

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	10/25/2018 20:22:08	COMMERCIAL BURGLARY	543 SECOND AVE	O8	NRP	10/25/2018 20:39:27
	06/21/2018 19:23:55	AOA - NON URGENT -	543 SECOND AVE	S9	NRP	06/21/2018 19:52:02
	04/13/2018 13:59:01	REDDI	543 SECOND AVE	S5	NRP	04/13/2018 14:06:33
	03/28/2018 17:59:18	911 HANG-UP - CHARLIE	543 SECOND AVE		911	03/28/2018 18:00:59
	03/15/2018 16:42:37	TRESPASS/UNWANTED -	543 SECOND AVE	O8	NRP	03/15/2018 17:10:25
	02/06/2018 19:56:48	SI - BAR CHECK	543 SECOND AVE	L7	NRP	02/06/2018 20:12:45

Total Number of Events Listed: **6**

CITY OF FAIRBANKS PUBLIC SAFETY

Jazz Bistro on 4th- 527 4th Avenue, Suite B

CFS 22 Jan 2018-21 Jan 2019

Report #	Call Time	Nature	Location	Prime Unit	Disp.	Close Time
	09/03/2018 04:03:07	SI - FIELD CONTACT	527 FOURTH AVE	O41	NRP	09/03/2018 04:21:31
	04/17/2018 15:34:46	AOA - NON URGENT -	527 FOURTH AVE	O29	NRP	04/17/2018 16:06:20

Total Number of Events Listed: **2**

ORDINANCE NO. 6093, AS AMENDED

**AN ORDINANCE AMENDING FGC CHAPTER 1 BY ADDING SECTIONS
1-21 through 1-28 ADDRESSING EQUAL RIGHTS**

WHEREAS, discrimination based on race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, **ethnicity**, or national origin poses a threat to the health, safety, and general welfare of the citizens of the City of Fairbanks; and

WHEREAS, to help eliminate such discrimination, the City adopts the following ordinance that creates a private right of action for persons who are the victim of discrimination.

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

Section 1. FGC Chapter 1, General Provisions, is amended by adding Sections 1-21 through 1-28.

FGC Sec. 1-21. Policy.

It is the policy of the City of Fairbanks to eliminate unlawful discrimination based on race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, **ethnicity**, or national origin. Such discrimination poses a threat to the health, safety and general welfare of the citizens of the City of Fairbanks. The terms “race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, **ethnicity**, or national origin,” rather than being repeated throughout the following sections, will be referred to by the shortened “race, color, age, etc.”

FGC Sec. 1-22. Discrimination in employment.

(a) It shall be a prohibited discriminatory employment practice:

- (1) For an employer to fail or refuse to hire, to discharge, bar from employment, or otherwise to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of race, color, age, etc.;
- (2) For a labor organization to exclude or expel from membership, or otherwise to discriminate against any applicant or member, because of race, color, age, etc. of any applicant or member;

- (3) For an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against any individual because of race, color, age, etc. of said individual;
- (4) For an employer, labor organization, or employment agency to print or circulate or cause to be printed or circulated any statement, advertisement, or publication, or to make any inquiry in connection with prospective employment, which expresses directly or indirectly a preference, limitation, specification, or discrimination because of race, color, age, etc., unless based upon a bona fide occupational qualification;
- (5) For an academic, professional or vocational school to exclude or expel from enrollment, or otherwise to discriminate against any applicant or student, because of the student's race, color, age, etc.;
- (6) For an academic, professional or vocational school to print or circulate or cause to be printed or circulated, a statement, advertisement or publication, or to use any form of application for admission to said school, or to make any inquiry in connection with prospective enrollment in said school, which expresses directly or indirectly a preference, limitation, specification, or discrimination because of race, color, age, etc.;

(b) Nothing in this chapter shall be interpreted to require an employer, employment agency, labor organization, or joint labor-management committee, subject to this ordinance, to grant or accord preferential treatment to an individual or group because of the race, color, ~~age, etc.~~ religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin of such individual or group **based upon** because of an imbalance that may exist with respect to the total number or percentage of persons of any race, color, ~~age, etc.;~~ religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin

- (1) employed by an employer,
- (2) referred or classified for employment by an employment agency or labor organization,
- (3) admitted to membership or classified by a labor organization, or
- (4) admitted to or employed in an apprenticeship or other training program,

as compared with the total number or percentage of persons of such race, color, ~~age, etc.~~ religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin in this community or in the available work force in this community. **Additionally, nothing in this chapter shall abridge the rights of a religious institution that has beliefs in conflict with provisions of this chapter.**

FGC Sec. 1-23. Discrimination in the provision of housing or realty.

(a) It shall be a prohibited housing or realty practice:

- (1) For a person, including a banking, money lending, credit securing, or other financial institution, or an officer, agent, or employee thereof, to discriminate against an individual because of race, color, age, etc., with respect to the granting or withholding of credit or financial assistance, or modifying of rates, terms, conditions, privileges, or other provisions of credit or financial assistance, in connection with the transfer or prospective transfer of any interest whatsoever in realty, or in connection with the construction, repair, improvement, or rehabilitation of realty;
- (2) For a real estate broker, salesperson, or agent, or an employee thereof, or any other person seeking financial gain thereby, directly or indirectly to induce or solicit, or attempt to induce or solicit, the transfer of any interest whatsoever in realty, by making or distributing, or causing to be made or distributed, a statement or representation concerning the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, age, etc.;
- (3) For a person to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate the sale or rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, etc.;
- (4) For a person to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, age, etc.;
- (5) For a person to make, print, or publish, or cause to be made, printed, or published a notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, age, etc., or an intention to make any such preference, limitation, or discrimination;
- (6) For a person to represent to another person because of race, color, age, etc. that a dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, available for such purpose; and
- (7) For a person to deny another person access to or membership or participation in a multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against another person in the terms or conditions of such access, membership or participation on account of race, color, age, etc.

(b) For purposes of this section, with respect to persons with disabilities, the term prohibited discriminatory practices includes:

- (1) Refusal to permit, at the expense of a person with a disability, or another person on behalf of a person with a disability, reasonable modification of existing premises occupied by or to be occupied by the person with

disabilities if the modification may be necessary or desirable to afford the person with a disability full enjoyment of the premises, except that, in the case of a rental unit the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; and

- (2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when accommodation may be necessary to afford the person an equal opportunity to use and enjoy a dwelling.

(c) All exemptions in the federal Fair Housing Act (42 U.S.C. § 3601 - 3631) are hereby incorporated by reference.

FGC Sec. 1-24. Discrimination in public accommodations.

(a) It shall be a prohibited discriminatory public accommodation practice for any person, including any owner, lessee, manager, proprietor, custodian, agent, or employee of a place of public accommodation to discriminate against any individual because of race, color, age, etc., with respect to the terms, conditions, and privileges of access to or with respect to the uses, services, and enjoyment of a place of public accommodation.

(b) It shall be a prohibited discriminatory public accommodation practice for any person to publish, circulate, issue, display, post, or mail a written or printed communication, notice, or advertisement that states or implies:

- (1) that any of the services, goods, facilities, advantages, or privileges of the public accommodation will be refused, withheld from, or denied to a person of a certain race, color, age, etc.; or
- (2) that the patronage of a person belonging to a particular race, color, age, etc. is unwelcome, or not desired or solicited.

(c) Notwithstanding (a) or (b) of this section, a physical fitness facility may limit public accommodation to a single gender to protect the privacy interests of its users. Public accommodation may be limited under this subsection only to those rooms in the facility that are primarily used for weight loss, aerobic, and other exercises, or for resistance weight training. Public accommodation may not be limited under this subsection to rooms in the facility primarily used for other purposes, including conference rooms, dining rooms, and premises licensed under AS 04.11. This subsection does not apply to swimming pools or golf courses.

FGC Sec. 1-25. Lawful practices.

(a) Nothing in this chapter shall be construed to preempt federal law with respect to a federally recognized Tribe granting preference in employment or housing to Tribal members.

(b) The provisions of Sec. 1-23 shall not apply to rental of a room or rooms in a dwelling unit actually occupied by the owner or lessee as the owner's or lessee's residence, or actually occupied by a member of the owner's or lessee's immediate family as the family member's residence. For purposes of this section, "immediate family member" means the owner's or lessee's spouse, minor child, dependent, or a regular member of the owner's or lessee's household, provided that the owner or lessee rents not more than three rooms within the residence.

(c) The provisions of Sec. 1-23 and this Section regarding age and familial status shall not apply with respect to housing for older persons.

(d) Nothing in this ~~chapter~~ **chapter** prohibits a religious organization, association, or society, or a nonprofit institution or organization operated, supervised, or controlled by a religious organization, association, or society, from limiting the sale, rental or occupancy of dwellings it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such a person. Neither shall anything in this chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for club purposes and not for profit, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

(e) This chapter shall not apply with respect to the employment of individuals whose positions would fall within the "ministerial exemption" as described by the United States Supreme Court in *Hosanna-Tabor Evangelical Lutheran Church and School v. EEOC*, 565 U.S. 171 (2012).

(f) Notwithstanding the prohibition against employment discrimination based on familial status under FGC Sec. 50-469:

- (1) an employer may provide greater health and retirement benefits to employees who have a spouse or dependent children than are provided to other employees;
- (2) a labor organization may negotiate greater health and retirement benefits for employees of an employer who have a spouse or dependent children than are provided to other employees of the employer.

(g) Nothing in this chapter shall prohibit the establishment of a same-sex shelter or residential facility for the care and lodging of persons in need of special medical, rehabilitative, social, or psychological support, including, but not limited to: emergency shelters for victims of domestic violence and sexual assault, half-way houses, drug treatment centers, detoxification facilities, and shelters for the homeless, provided that such establishment does not discriminate based on race, color, age, etc.

~~(h) It shall not be an unlawful practice for any financial institution or other commercial institution extending credit from engaging in any practice permitted by federal statute.~~

FGC Sec. 1-26. Unlawful intimidation or retaliation.

It shall be a prohibited discriminatory practice for a person, directly or indirectly, to discriminate, coerce, intimidate, threaten, interfere with, or retaliate against a person because the person has:

- (1) opposed any practice made unlawful by this chapter; or
- (2) exercised the person's rights or encouraged another to exercise their rights under this chapter.

FGC Sec. 1-27. Cause of action.

(a) A person aggrieved by a discriminatory practice prohibited under this chapter may, within 365 days of any violation of this chapter, petition in court to enjoin a violation of this chapter or seek remedy for a violation.

(b) Remedy may include such relief as the court deems just and proper, and may include one or more of the following:

- (1) requiring training concerning discriminatory practices;
- (2) an accommodation for a person with a disability;
- (3) removal of, or changes to, a personnel record;
- (4) posting of signs;
- (5) back pay;
- (6) the hiring, reinstatement, or upgrading of an employee with or without back pay;
- (7) the payment of front pay for a period of not more than one year if hiring, reinstatement, or upgrading of an employee is inappropriate because a vacancy does not exist, the employer's discriminatory practice rendered the employee incapable of returning to work, or the relationship between the employer and employee has so deteriorated as to make working conditions intolerable;
- (8) restoration of membership in a labor organization;
- (9) admission to or participation in an apprenticeship training program, on-the-job training program, or other retraining program;
- (10) restoration of seniority;
- (11) the sale, lease, or rental of the housing accommodation to the aggrieved person if it is still available, or the sale, lease, or rental of a like accommodation owned by the respondent if one is still available, or the sale, lease, or rental of the next vacancy in a like accommodation, owned by the respondent; and
- (12) actual damages incurred as a result of the unlawful practice or violation.

(c) An order for back pay or front pay under (b)(5)-(7) of this section must be reduced by the amount the employee could have earned or could earn by making reasonably

diligent efforts to obtain similar employment.

FGC Sec. 1-28. Definitions.

For purposes of this chapter:

Disability means, with respect to a person:

- (1) a physical or mental impairment which substantially limits one or more of a person's major life activities;
- (2) a record of having such impairment; or
- (3) being regarded as having such an impairment. "Disability" does not include current, illegal use of or addiction to a controlled substance in violation of applicable state law.
- (4) ~~that~~ that ~~However, a person may be considered to be disabled if that person:~~
 - (A) has successfully completed a supervised drug rehabilitation program, and
 - (i) is no longer engaging in the illegal use of a controlled substance;
 - (ii) is not currently addicted to a controlled substance; or
 - (iii) has otherwise been rehabilitated successfully and is no longer engaging in use of a controlled substance and is not currently addicted;
 - (B) is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or
 - (C) is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

Employer includes any person who employs 15 or more persons exclusive of that person's parents, spouse, or children.

Employment agency includes any person undertaking for compensation to procure opportunities to work or to procure, recruit, refer, or place employees.

Familial status means marital status, changes in marital status, pregnancy, or parenthood.

Financial institution means bank, banking organization, mortgage company, insurance company, investment company, or other lender to whom application is made for financial assistance for the purchase, lease, acquisition, construction, rehabilitation, repair, maintenance, or improvement of real property, or an individual employed by or acting on behalf of or as agent of any of these.

Gender identity means a person's gender-related self-identity appearance, expression, or behavior, regardless of the person's assigned sex at birth. A person's gender identity may be shown by evidence of medical history, care or treatment of the gender identity,

consistent and uniform assertion of the gender identity, or other evidence that the gender identity is sincerely held, core to a person's gender-related self-identity, and not being asserted for an improper purpose.

Gender expression means the external appearance of one's gender identity, usually expressed through behavior, clothing, haircut, or voice, and which may or may not conform to socially defined behaviors and characteristics typically associated with being either masculine or feminine.

Housing for older persons means housing:

- (1) provided under any state or federal program that the Secretary of the United States Department of Housing and Urban Development has determined is specifically designed and operated to assist elderly persons;
- (2) intended for, and solely occupied by, persons 55 years of age or older; or
- (3) intended and operated for occupancy by at least one person 55 years of age or older per unit.

Individual means one or more individuals.

Labor organization includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.

National origin includes ancestry.

Person includes one or more individuals, partnerships, associations, unincorporated organizations, corporations, mutual companies, joint-stock companies, legal representatives, trusts, trustees, trustees in bankruptcy, and receivers.

Place of public accommodation means all places or businesses offering or holding out to the general public services or facilities for the comfort, health and safety of the general public, including public places providing food, shelter, recreation, and amusement.

Race, color, age, etc. when used includes the terms: race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, **ethnicity**, and national origin.

Sexual orientation means actual or perceived heterosexuality, homosexuality, bisexuality, or asexuality.

Section 2. That the effective date of this Ordinance is _____, 2019.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

**Suggested Amendments to Ordinance No. 6093, as Amended on December 10, 2018
(as of February 19, 2019)**

MINISTERIAL

1. Section 1-22(a)(2). Strike “of any applicant or member” at the end of the sentence.
2. Section 1-22(a)(5). Change “the student’s race, color . . .” to “their race, color . . .”
3. Section 1-22(b). Change the 4th word in the 1st sentence from “chapter” to “section”.
4. Section 1-25(a), 1st sentence. Strike “this chapter” and replace with “Sec. 1-22 or Sec. 1-23”.
5. Section 1-25(c). Strike “and this Section”.
6. Section 1-25(d), 2nd sentence. Replace “this chapter” with “Sec. 1-23”.
7. Section 1-25(e). Replace “this chapter” with “Sec. 1-22”.
8. Section 1-25(g). Replace “this chapter” with “Sec. 1-23 or Sec. 1-24”.
9. Section 1-26(1). Replace “this chapter” with “Sec. 1-22, Sec. 1-23, or Sec. 1-24”.
10. Section 1-26(2). Replace “this chapter” with “Sec. 1-22, Sec. 1-23, or Sec. 1-24”.
11. Section 1-28. Replace “this chapter” with “Sections 1-21 through 1-27”.

SUBSTANTIVE

1. The 1st whereas clause, Section 1-21, and Section 1-28. Strike the definition of “Familial status” in Section 1-28 and amend the list of bases for unlawful discrimination in the 1st whereas clause and in the two instances in Section 1-21 to read, “. . . race, color, age, religion, sex, marital status, changes in marital status, pregnancy, parenthood, disability, sexual orientation, gender identity, gender expression, ethnicity, or national origin . . .”
2. Section 1-22(b), immediately prior to the religious exemption. Add “Employers may establish dress code policies that are consistently used for all employees.”
3. Section 1-22(b). Remove “Additionally, nothing in this chapter shall abridge the rights of a religious institution that has beliefs in conflict with provision of this chapter.”
4. Section 1-22(b). Strike the religious exemption and add to the end of the paragraph, “Nothing in this section shall abridge any state or federal constitutional protections for freedom of religion.”

5. Section 1-22(b). Strike the religious exemption and add new subsection (c) to read, "This section shall not apply to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."
6. Section 1-23(c). Strike subsection (c), which incorporates by reference all exemptions in the federal Fair Housing Act.
7. Section 1-24. Add new subsection (d) to read, "Disputes arising from this section must be resolved with tolerance, without undue disrespect to sincere religious beliefs, and without subjecting persons of certain race, color, age, etc. to indignities when they seek goods or services on the open market."
8. Section 1-25(d), 1st sentence. Replace "this chapter" with "Sec. 1-23", replace the phrase "a religious organization, association, or society" in both instances where it appears with the phrase, "a religious organization", replace "a nonprofit institution or organization" with "a nonprofit institution", and change "a person" to "persons".

Thus the 1st sentence of Section 1-25(d) would read: "Nothing in Sec. 1-23 prohibits a religious organization or a nonprofit institution operated, supervised, or controlled by a religious organization from limiting the sale, rental, or occupancy . . . or from giving preference to such persons."

9. Section 1-25(h). Add back the language, "It shall not be an unlawful practice for any financial institution or other commercial institution extending credit from engaging in any practice permitted by federal statute."
10. Section 1-27(a). Strike the subsection in its entirety and rewrite to read, "A person aggrieved by a discriminatory practice prohibited under Sec. 1-22, Sec. 1-23, Sec. 1-24, or Sec. 1-26 may, within 300 days of any violation of Sec. 1-22, Sec. 1-23, Sec. 1-24, or Sec. 1-26, petition in court to enjoin such violation or seek remedy for the violation."
11. Section 1-27(a). Change "365" to "300".
12. Section 1-27(a). Add to the end of the sentence, ". . . if recourse is not available through the EEOC or the State of Alaska Human Rights Commission."
13. Section 1-28. Under the definition of "Employer" change the number "15" to "1" or to "4".
14. Section 1-28. Strike the definition of "Employer" and rewrite to read, "*Employer* includes any person who employs 15 or more persons for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, exclusive of that employer's parents, spouse, or children, but does not include a club that is exclusively social, or a fraternal, charitable, educational, or religious association or corporation, if the club, association, or corporation is not organized for private profit."

15. Section 1-28. Strike the definition of “Employer” and rewrite to read, “*Employer* includes any person who employs 4 or more persons for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, exclusive of that employer’s parents, spouse, or children, but does not include a club that is exclusively social, or a fraternal, charitable, educational, or religious association or corporation, if the club, association, or corporation is not organized for private profit.”

16. Section 1-28. Strike the definition of “Employer” and rewrite to read, “*Employer* includes any person who employs 1 or more persons for each working day in each of 20 or more calendar weeks in the current or preceding calendar year, exclusive of that employer’s parents, spouse, or children, but does not include a club that is exclusively social, or a fraternal, charitable, educational, or religious association or corporation, if the club, association, or corporation is not organized for private profit.”

17. Section 1-28. Strike the definition of “Employer” and rewrite to read, “*Employer* includes any employer, regardless of the number of employees.”

18. Section 1-28. Add new paragraph in next to the last paragraph of the section to read, “*Religion* includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that it is unable to reasonably accommodate an employee’s or prospective employee’s religious observance or practice without undue hardship on the conduct of the employer’s business.”

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

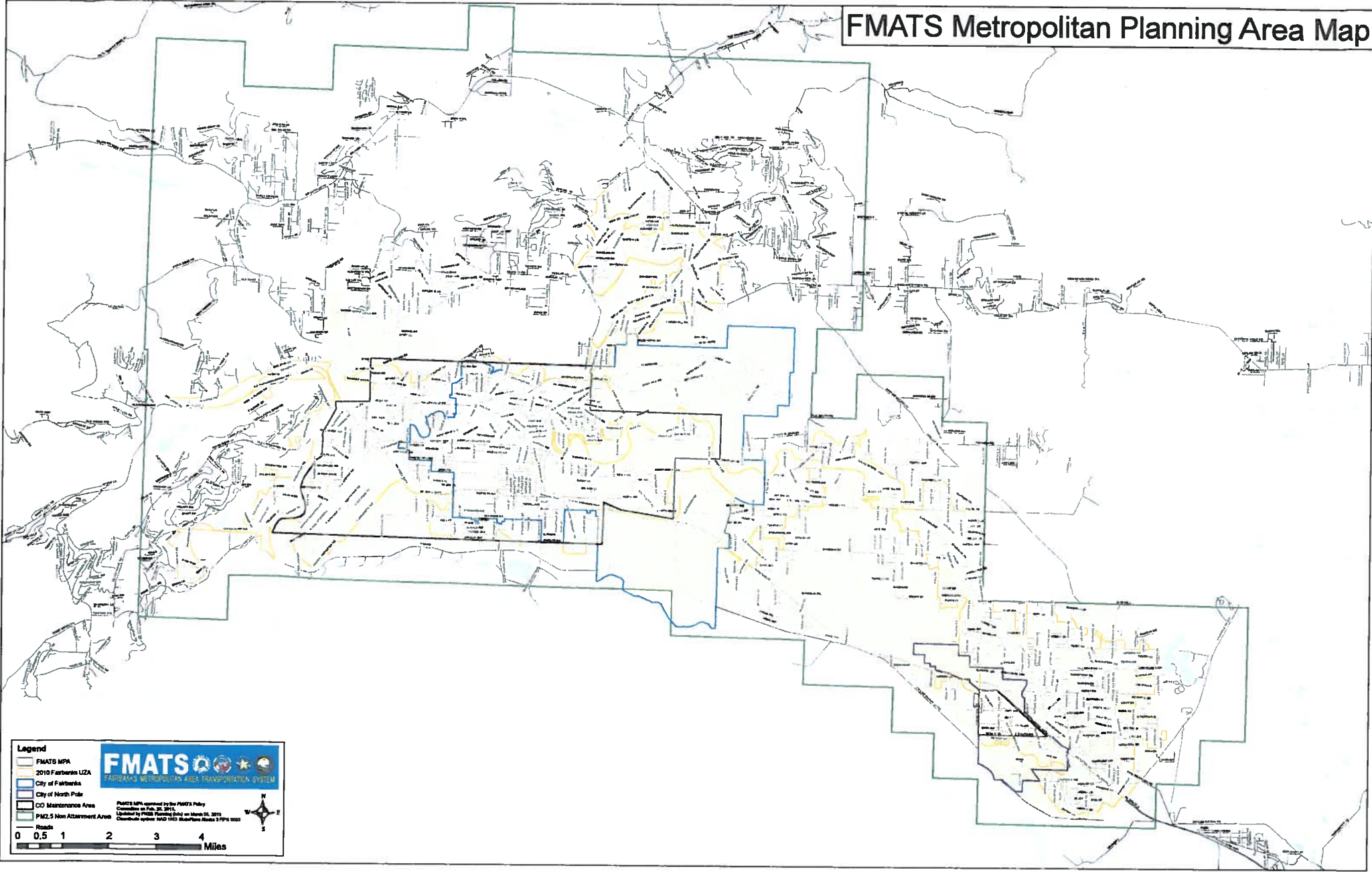
Date

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
- CO Maintenance Area
- PM2.5 Non Attainment Area
- Roads

FMATS MPA approved by the FMATS Policy Committee on Feb. 28, 2017.
 Modified by PM2.5 Planning Study on March 05, 2019.
 Coordinate system: NAD 1983 StatePlane Alaska 3 FPM 1025

0 0.5 1 2 3 4

Miles

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)



KELLUM ST.

139.30'

EXISTING CHAINLINK FENCE

CELL TOWER ENCLOSURE

Parcel 2

Block 114, Fairbanks Townsite

Parcel 1

Block 135, Weeks Field Sub.

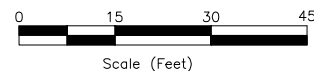
Arctic Bowl Property

Block 135, Weeks Field Sub.

COWLES ST.

DATE	REVISION	BY

SCALE: 1" = 30' HORIZ.



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

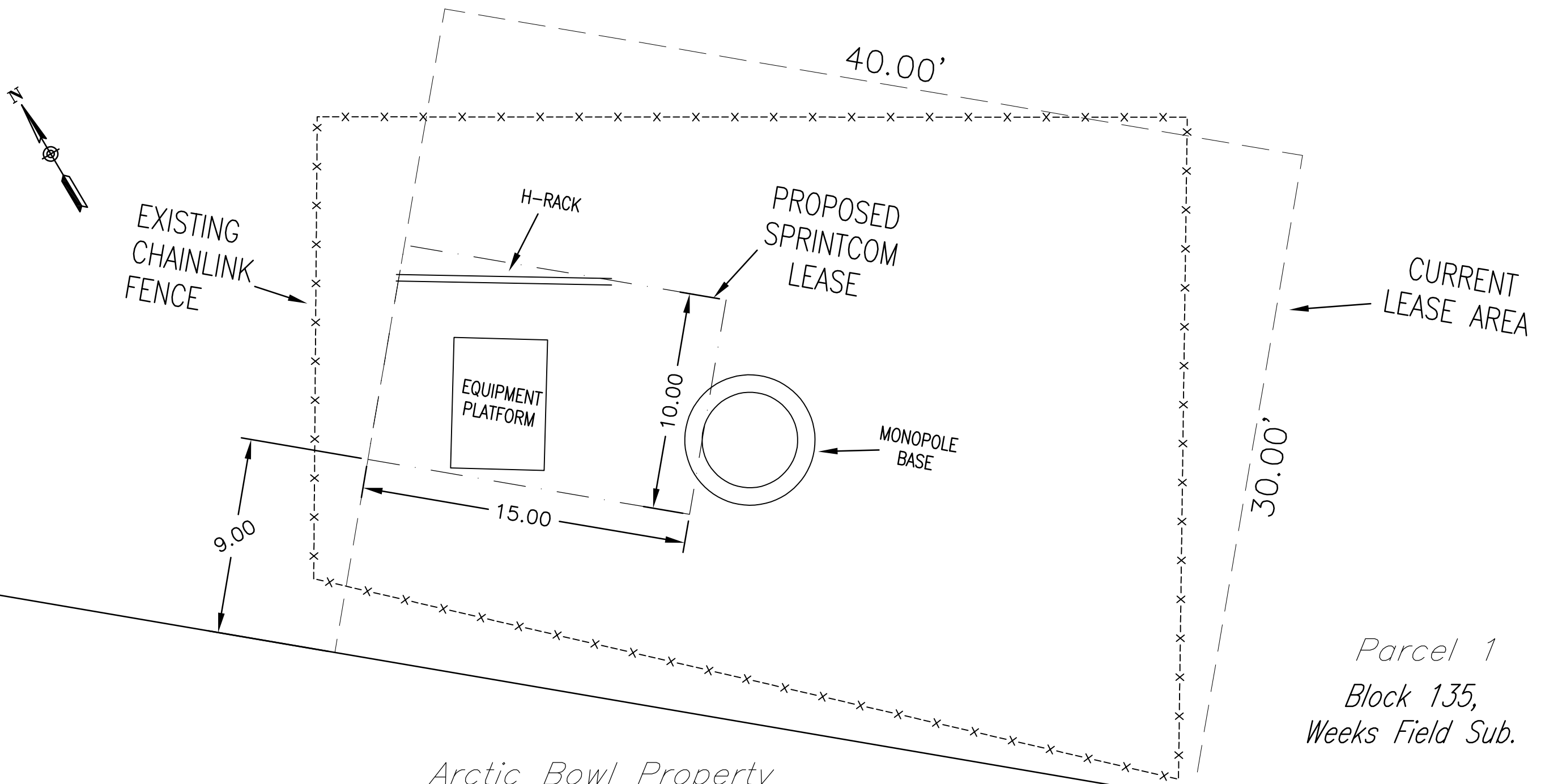
APPROVED

 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
DATE	REVISION	BY	DRAWN: W.H.I.	CITY ENGINEER			
			CHECKED:	DATE			
			DATE: 02/06/19				

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.

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

Arctic Bowl Property

Block 135, Weeks Field Sub.

COWLES ST.

SCALE: 1" = 30' HORIZ.	DESIGNED: C.O.F. STAFF	APPROVED	EASEMENT EXHIBIT A	CITY OF FAIRBANKS, ALASKA Engineering Department Project FB-xx-xx/xxxxxx	OF SHEETS
	DRAWN: C.O.F. STAFF	CITY ENGINEER			
DATE	CHECKED: DATE: 09/19/18	DATE			
REVISION					
BY					

RESOLUTION NO. 4866

**A RESOLUTION URGING THE FMATS POLICY BOARD TO APPROVE
CERTAIN AMENDMENTS TO 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, on July 19, 2018, FAST Planning received its certificate of incorporation as a non-profit corporation from the State of Alaska, Division of Corporations, Business & Professional Licensing; 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; 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 for the document to have effect; and

WHEREAS, on February 25, 2019, at a regular meeting, the City Council adopted Ordinance No. 6094, thereby approving the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning; and

WHEREAS, upon review of the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, staff noted two technical errors in the document.

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

Section 1. That the City Council urges the FMATS Policy Board to make two corrections to the Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning, as noted in Attachment A to this resolution.

Section 2. That the City Council urges the FMATS Policy Board to ensure that the other signatories receive the corrected Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in a timely fashion.

Section 3. That the effective date of this Resolution shall be the 25th day of February 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

**PROPOSED AMENDMENTS TO FAST PLANNING
INTER-GOVERNMENTAL OPERATING AGREEMENT
(Attachment A to Resolution No. 4866)**

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

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)~~ **(e) and** (f) and any other regulatory requirements applicable to the expenditure of federal funds made available for the implementation of this Agreement.

ORDINANCE NO. 6096

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE SECTIONS
2-87 AND 2-115 REGARDING COUNCIL MEMBER ABSENCES AND
TELEPHONIC PARTICIPATION AT MEETINGS**

WHEREAS, for many years the city has allowed council members to attend meetings through teleconferencing; and

WHEREAS, it is desirable for both the public and the city council to have elected officials physically present; and

WHEREAS, technological difficulties have become problematic, with dropped calls, static and distortion on the lines, background noises that are broadcast on the radio and in the council chambers, difficulties for the caller in hearing public testimony and other Council members during deliberation, and potential problems with executive sessions.

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

Section 1. Fairbanks General Code Chapter Sec. 2-87 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-87. - Vacancies.

(a) A vacancy **will** ~~may~~ be created by the removal of any councilmember from office by the court, a recall, a failure to attend at least two meetings within a 60-day period, and for any other reason provided by the Charter. **However, the council, by majority vote, can make exceptions to the “two meetings within a 60-day period” requirement in the case of illness or other extenuating circumstances.**

(b) As provided in this section, no 60-day period shall commence except upon and including a regularly scheduled city council meeting.

Section 2. Fairbanks General Code Chapter Sec. 2-87 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-115. - Absences; teleconferencing.

(a) *Absence.* No member shall absent himself from any regular meeting of the city council except for good and sufficient cause as determined by the council.

(b) *Teleconferencing/videoconferencing.* **A council member may only participate telephonically or by videoconference at any regularly**

scheduled or special city council meeting if their presence is required to establish a quorum. ~~A member may participate at any meeting of the city council by teleconferencing/videoconferencing if the member, cannot physically attend the meeting; however, the member's physical absence shall not exceed 90 continuous days for medical circumstances and shall not exceed 30 continuous days for non-medical circumstances in any calendar year.~~

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



CLAY STREET CEMETERY COMMISSION
REGULAR MEETING MINUTES – JANUARY 2, 2019
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The **Clay Street Cemetery Commission** convened at 5:02 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Chair Aldean Kilbourn (Seat C) presiding and with the following members in attendance:

Members Present: George Dalton, Seat A
 Frank Turney, Seat D
 Julie Jones, Seat E (arrived at 5:05 p.m.)
 Karen Erickson, Seat F

Absent: Michael Gibson, Seat B
 David Erickson, Seat G

Also Present: D. Danyielle Snider, City Clerk
 Jeff Jacobson, Public Works Director

APPROVAL OF MEETING MINUTES

a) Regular Meeting Minutes December 5, 2018

Ms. Erickson, seconded by **Mr. Dalton**, moved to APPROVE the Regular Meeting Minutes of December 5, 2108.

Chair Kilbourn called for objection and, hearing none, so ORDERED.

APPROVAL OF AGENDA

Ms. Erickson, seconded by **Mr. Turney**, moved to APPROVE the agenda.

Chair Kilbourn called for objection and, hearing none, so ORDERED.

COMMUNICATIONS TO COMMISSION

Chair Kilbourn stated that people who want to know about Birch Hill burials need to be referred to Blanchard Family Funeral Home.

EVENTS & PUBLIC RELATIONS

Chair Kilbourn stated that she started drafting a letter to boy scout leaders asking if there are any Eagle Scouts interested in setting 2019 markers. She mentioned that she heard that the Boy Scouts organization nationwide may be going bankrupt.

UNFINISHED BUSINESS

a) Hotel/Motel Discretionary Fund Grant Award Amount

Chair Kilbourn stated that the Commission received \$7,267 from the City Hotel/Motel Discretionary Grant. Clerk Snider stated that the allocation is unofficial until after the January 7 City Council meeting. Members thanked Ms. Jones for her efforts in applying for the funds. **Chair Kilbourn** mentioned that the Commission was not notified of the presentation meeting for the grant, and Clerk Snider suggested that a member's mailing address be listed on future applications so that the mailed notification does not go to City Hall.

NEW BUSINESS

a) Process for Placing Ashes at the Cemetery (Ms. Kilbourn's list of buried ashes)

Chair Kilbourn, in reference to the policy included in the agenda packet, asked members to review the placement policy before the next meeting. She mentioned that it does not address the placement of ashes. She stated that the Committee will discuss the placement policy at the February meeting.

b) Approval of List of Graves to Receive Markers

Chair Kilbourn stated that at the last meeting, the Committee discussed the where to place new markers. She stated placement should start in the General Section in the northeast corner toward the river. She shared that the Family History Center has a copy of City cemetery records, and she plans to go there to look at the records. **Chair Kilbourn** stated that the spelling of the names of some who are buried at the cemetery have discrepancies when looking at different sources of information, and she wondered how to determine the proper spelling of names. **Mr. Jacobson** suggested that the different spellings be cross-referenced in the database. **Ms. Erickson** spoke in favor of using the most common spelling. She added that the Committee could consider them on a case-by-case basis. **Ms. Jones** agreed that the Committee could look into the names individually as they come up.

Ms. Erickson requested that **Chair Kilbourn** report at the next meeting her findings from the Family History Center.

Chair Kilbourn asked how many markers could be purchased with the funds available. **Ms. Jones** offered to obtain a quote from Quiring Monuments. **Chair Kilbourn** suggested that memorials be made on benches for some individuals whose burial sites are unknown. Members discussed the timeline for ordering markers in order to have them delivered and ready for placement in the summer. **Mr. Jacobson** suggested a deadline for the Commission to order markers by April 1. **Ms. Erickson** stated that it would be helpful to have a complete list by the March meeting.

Chair Kilbourn stated that she started researching in Row 1, which is parallel to the main gate. She stated that theoretically, there are 90 spaces. **Mr. Turney** stated that she will most likely not find records for the far end of the row, as criminals and sex offenders are buried in that area.

Ms. Erickson stated that there is some reference to “Dead Man’s Slough” in the Clay Street Cemetery records, and she would have to look into that.

Mr. Jacobson estimated that 24 markers would cost roughly \$3600. He said that equates to about \$150 per stone, including shipping costs.

Chair Kilbourn stated that she would work on preparing a list of 24 names, hopefully by February. **Ms. Erickson** stated that she will start in the northeast corner and do separate research; she stated that she and Chair Kilbourn could compare research notes afterwards.

OPEN AGENDA

Mr. Turney stated that Mark Ames said he wanted to place trees in the Cemetery. Committee members briefly discussed the placement of trees at the Cemetery; the Committee was not supportive of the idea because additional trees would equate to additional maintenance.

Members briefly discussed the burials of Al Foster, buried in August 1903, and Wilfred Proctor, buried in October 1903.

Ms. Jones offered to help research name spellings, if need be.

Mr. Turney asked whether the City would pay to replace Frank Miller’s stone. **Mr. Jacobson** confirmed that the City would pay for the marker replacement.

NEXT MEETING DATE


The next meeting of the Clay Street Cemetery Commission is scheduled for February 6, 2019.

ADJOURNMENT

Ms. Erickson, seconded by **Mr. Turney**, moved to ADJOURN the meeting.

Chair Kilbourn called for objection and, hearing none, so ORDERED.

Chair Kilbourn declared the meeting adjourned at 5:42 p.m.


Aldean Kilbourn, Chair


D. Danyielle Snider, City Clerk

Transcribed by: DS



**FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 8, 2019 – 5:30 P.M.
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA**



The Fairbanks Diversity Council (FDC) convened at 5:30 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following members in attendance:

- | | | |
|------------------|---------------------------------------|---|
| Members Present: | Zee Nace, Seat A | Sara Harriger, Seat K |
| | Lisa Slayton, Seat B | Rita Davis, Seat L |
| | Shelissa Thomas, Seat E | Jeff Walters, Seat M |
| | David Rucker, Seat G | June Rogers, Councilmember |
| | Stephen Greenlaw, Seat I (telephonic) | |
| | | |
| Members Absent: | Montean Jackson, Seat C (excused) | Douglas Toelle, Seat J (excused) |
| | Juanita Webb, Seat D (excused) | Vacant, Seat N |
| | Svetlana Nuss, Seat F | Kelvin Lee, Seat O (excused) |
| | Rosalind Kan, Seat H (excused) | Angela Foster-Snow, HR Director (excused) |
| | | |
| Also Present: | D. Danyielle Snider, City Clerk | Mike Meeks, Chief of Staff |

CALL TO ORDER & READING OF THE FDC MISSION STATEMENT

Chair Matherly called the meeting to order. He welcomed new member, Shelissa Thomas, and read the FDC Mission Statement.

PLEDGE OF ALLEGIANCE

Chair Matherly led everyone in the Pledge of Allegiance.

APPROVAL OF AGENDA

Mr. Walters, seconded by **Ms. Slayton**, moved to APPROVE the Agenda. There was no objection to the approval of the agenda.

CITIZENS' COMMENTS (Limited to 3 Minutes)

Mike Meeks, City of Fairbanks Chief of Staff – Mr. Meeks stated that part of his role as Chief of Staff to the Mayor is to look at things from a public relations (PR) perspective. He stated that the FDC has a resolution on the agenda regarding City Ordinance No. 6093. He stated that if the FDC approves the resolution, the Mayor, as the FDC Chair, will sign the resolution before it is presented to the City Council. He stated that by signing the resolution it may appear to the public that Mayor Matherly has already made up his mind about Ordinance No. 6093, and it may appear as though he is shut off to public input. He stated that the City Council is holding Work Sessions throughout

the week to discuss Ordinance No. 6093, and they are still gathering input on the ordinance. He asked the FDC to be cognizant of that potential PR issue.

Members discussed the issue briefly. **Ms. Harriger** indicated that the FDC resolution could be a great opportunity for the Mayor to showcase the FDC; she commented that perhaps the group could put some language in the resolution pointing out that the Mayor is a non-voting member of the FDC. It was clarified that Ms. Rogers is also a non-voting member.

Ms. Rogers commented that there is an opportunity for education and that the Borough needs to know about the activities of the FDC.

Ms. Slayton stated that she hopes the FDC will revisit the issue of whether the Mayor should be the Chair of the FDC. **Chair Matherly** stated that he discussed that very issue recently with Ms. Jackson and Ms. Harriger; he added that he wants to be careful not to damage the FDC or the City Council. **Ms. Harriger** agreed that it would be an interesting topic to put on the agenda for a future meeting and indicated that she is unaware of the history behind the Mayor serving as the Chair of the FDC. In response to Ms. Rogers' comments regarding the Borough, **Ms. Harriger** stated that Mayor Matherly has a meeting with the Borough Mayor on Thursday and that he could discuss the FDC with Mayor Ward at that time.

Kathryn Dodge, 665 8th Avenue, Fairbanks – Ms. Dodge stated that she is a member of the Alaska State Commission for Human Rights (CHR), and she has been intending to attend an FDC meeting for some time although her schedule has not allowed it. She stated that she believes the FDC and the CHR have similar missions about educating businesses and individuals on human rights laws. She spoke to the role and authority of the CHR and to the process it follows in investigating claims of discrimination. She stated that in listening to the discussion on Ordinance No. 6093, she has been struck by the misinformation about and distrust of the CHR. She stated she is hopeful that the CHR Executive Director will have more of a presence in Fairbanks as the ordinance moves forward. She expressed support for the ordinance and stated she is happy the community is having the conversation.

Hearing no more requests for comment, **Chair Matherly** declared Citizens' Comments closed.

CALENDAR OF EVENTS

Chair Matherly, on behalf of Vice Chair Jackson, shared that there would be a community celebration of Martin Luther King, Jr. on January 18 and 19. He stated that the celebration would be at the Corinthian Baptist Church on January 18 at 7 p.m., and there would be a youth breakfast at 10 a.m. on Saturday at the JP Jones Community Center. **Mr. Walters** stated that he has attended the events in the past and encouraged people to attend.

Mr. Rucker stated that the Fairbanks North Star Borough School District (FNSBSD) and the NAACP will be doing an essay and art contest in February and stated that they are rolling out the project this month in schools. He shared that on January 9 there will be a special Diversity Committee (DC) meeting regarding a School Board equity policy which would ensure that resources are allocated appropriately; he stated that the DC is reviewing the policy for the Board.

Ms. Slayton asked when the Women’s March would take place. **Ms. Dodge** stated that she believed the event would take place no January 19, but she was not sure of the location.

APPROVAL OF PREVIOUS MINUTES

a) Regular Meeting Minutes of December 11, 2018

Ms. Davis, seconded by **Ms. Nace**, moved to APPROVE the Meeting Minutes.

Ms. Harriger asked that page 3 of the minutes be amended by striking “accomplish things” in the third paragraph from the bottom and replacing with “provide social services.” No members objected to the change.

Chair Matherly called for objection to APPROVING the Regular Meeting Minutes of December 11, 2018, as Amended and, hearing none, so ORDERED.

HUMAN RESOURCES REPORT

Chair Matherly shared that **Ms. Foster-Snow** is not present, and there would be no HR report.

DIVERSITY TOPIC OF THE MONTH

Ms. Harriger reported that she, **Ms. Jackson**, and **Mayor Matherly** recently met and discussed getting the list of diversity topics the FDC put together and scheduling topics to be discussed for the year. She stated that they also talked the request to invite **Chief Jewkes** to attend the February meeting to discuss closed cases.

Mr. Walters requested that “**Mayor Matherly’s** upcoming meeting with Borough Mayor” be added to the agenda under New Business. No members objected.

Ms. Nace shared that her high school unit team recently took all the titles in the “**We the People**” competition, a government class provided by some local schools. She stated that the class goes in depth with the U. S. Constitution, and students participate in congressional hearings.

Ms. Rogers stated that the FDC agenda used to contain an item for a report from the Fairbanks Police Department (FPD). She asked whether a representative from the FPD could resume attending FDC meetings. **Chair Matherly** replied that he has directed **Chief Jewkes** to resume attending starting in February.

UNFINISHED BUSINESS

a) Diversity Council Input on City Council Action Items

i) Resolution No. 4846 (recommendation from the Education/Outreach Committee; FDC Resolution No. 2019-02 and Letter to the City Council)

Mr. Walters, seconded by **Ms. Nace**, moved to APPROVE FDC Resolution No. 2019-02.

Members discussed the difference between the weight of a letter versus a resolution and which document may be more appropriate to submit to the City Council. The resolution and letter encourage the City Council to consult with the FDC prior to taking action on items that may impact the reputation and well-being of the community and its diverse members. **Ms. Harriger** recommended the letter format for this particular issue; she indicated that a letter is more of an invitation for communication. She spoke to the process in drafting the letter. **Mr. Walters** read aloud the last sentence in the letter. He stated that he likes the sentiment, which does not makes demands, but requests that the FDC be included and brought to the table.

Members discussed the issue at length. **Chair Matherly** stated that every ordinance and resolution that comes before the City Council will not be brought before the FDC. He spoke to ways of strengthening the relationship between the two bodies.

Ms. Thomas stated that the letter is encouraging, but it seems to her that the point of a resolution is to make it absolute. **Ms. Harriger** stated that a resolution is more formal and demands action; she stated that the letter is softer and less formal. She commented that the letter could open up a conversation about the issue, and a resolution could be presented at a later time if it becomes a regular problem.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE FDC RESOLUTION NO. 2019-02 AS FOLLOWS:

YEAS: None
NAYS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas
Chair Matherly declared the MOTION FAILED.

Mr. Walters, seconded by **Ms. Nace**, moved to APPROVE the letter to the City Council regarding communications between the City Council and the FDC.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE LETTER TO THE CITY COUNCIL REGARDING COMMUNICATIONS BETWEEN THE CITY COUNCIL AND THE FDC AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas
NAYS: None
Chair Matherly declared the MOTION CARRIED.

- ii) Ordinance No. 6093 (recommendation from the Accessibility Committee; FDC Resolution No. 2019-01 and letter to the City Council)

Ms. Harriger, seconded by **Ms. Nace**, moved to APPROVE FDC Resolution No. 2019-01.

Ms. Harriger stated she feels strongly that this action should be passed as a resolution. In regard to Chief of Staff Mike Meeks' earlier comments, she stated she does not want the resolution to interfere with the Mayor's public relations, so perhaps the FDC could add some language in regard to that.

Ms. Slayton spoke against the FDC supporting any type of religious exemption language in City Ordinance No. 6093. **Mr. Rucker** spoke about not recommending language that would abridge state and federal law; he stated that the state and federal laws may be vague, but there is a lot of case law behind them. He indicated that the City ordinance is a good starting point in regard to the issue of equality.

Members debated the language in the "Now, therefore..." portion of Resolution No. 2019-01 pertaining to the religious exemption language in City Ordinance No. 6093.

Mr. Walters, seconded by **Ms. Harriger**, moved to AMEND FDC Resolution NO. 2019-01 by striking the last sentence in the "Now, therefore..." paragraph.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND FDC RESOLUTION NO. 2019-01 BY STRIKING THE LAST SENTENCE IN THE "NOW, THEREFORE..." PARAGRAPH AS FOLLOWS:

YEAS: None

NAYS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas
Chair Matherly declared the MOTION FAILED.

Ms. Harriger, seconded by **Ms. Nace**, moved to AMEND FDC Resolution No. 2019-01 by striking the last sentence in the "Now, therefore..." paragraph and by rewording the second whereas to read, "Whereas, it is our understanding that no City ordinance can abridge any state or federal constitutional protections for freedom of religion and that existing federal law strongly protects the rights of religious institutions in this regard. Related case law shows that religious schools are also protected as instruments of the church."

A ROLL CALL VOTE WAS TAKEN ON THE ABOVE MOTION TO AMEND FDC RESOLUTION NO. 2019-01 AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas

NAYS: None

Chair Matherly declared the MOTION CARRIED.

Mr. Walters, seconded by **Ms. Slayton**, moved to AMEND FDC Resolution 2019-01 by adding a paragraph following the "Now, therefore..." paragraph to read, "Be it further resolved that the Fairbanks Diversity Council recommends that the definition of 'employer' in Ordinance No. 6093, as Amended, be amended by changing the number of employees from 15 to 4."

A ROLL CALL VOTE WAS TAKEN ON THE ABOVE MOTION TO AMEND FDC RESOLUTION NO. 2019-01 AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw

NAYS: Thomas

Chair Matherly declared the MOTION CARRIED.

Ms. Harriger, seconded by **Ms. Nace**, moved to AMEND FDC Resolution No. 2019-01 by adding language at the end of the final sentence to read, "...in the presence of non-voting, ex-officio members, City Council Member June Rogers and Mayor Jim Matherly."

A ROLL CALL VOTE WAS TAKEN ON THE ABOVE MOTION TO AMEND FDC RESOLUTION NO. 2019-01 AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas

NAYS: None

Chair Matherly declared the MOTION CARRIED.

Ms. Rogers requested that all references to the "FDC" and to the "City Council" throughout Resolution No. 2019-01 be consistent (Fairbanks Diversity Council and City Council). The Clerk noted the request.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE FDC RESOLUTION NO. 2019-01, AS AMENDED, AS FOLLOWS:

YEAS: Rucker, Nace, Walters, Slayton, Harriger, Davis, Greenlaw, Thomas

NAYS: None

Chair Matherly declared the MOTION CARRIED and FDC Resolution No. 2019-01, as Amended, APPROVED.

NEW BUSINESS

- a) Mayor Matherly's upcoming meeting with Borough Mayor

Chair Matherly clarified that the upcoming meeting is a regularly-scheduled meeting with the Borough Mayor and the North Pole Mayor. He stated that the FDC is not the only topic that will be discussed but that he would certainly bring up the FDC with the Borough Mayor.

Mr. Walters expressed confusion about his role as a Borough-appointed member of the FDC. He asked whether Borough Code addresses the FDC. **Chair Matherly** asked former Borough Assembly Member Kathryn Dodge to come up and speak in response to Mr. Walters' question.

Ms. Dodge spoke to how the process of appointing Borough representatives to the FDC. She stated that she does not believe there is a tight relationship between the Borough and the FDC beyond the appointments. She recommended that Mr. Walters contact the Deputy Presiding Officer of the Assembly or the Borough Clerk's Office to request a work session with the Assembly to brief them about the FDC. She stated that Mr. Walters could also speak to the Assembly under citizens comments at an Assembly meeting.

Mr. Walters asked whether Mayor Ward is aware of the FDC and whether it might be valuable for him to schedule a time to meet with Mayor Ward to discuss the FDC. **Chair Matherly** assured Mr. Walters that he would speak with Mayor Ward about the FDC.

Ms. Dodge pointed out that the Borough does not have health and social service powers, so its ability to play in that arena is very limited.

FDC COMMITTEE REPORTS

There were no Committee reports.

FDC MEMBERS' COMMENTS

Mr. Greenlaw briefly commented, but there was a poor telephone connection; his comments were inaudible.

Ms. Davis stated that she had no comments.

Mr. Rucker stated that he had no comments.

Ms. Rogers stated that there is an opportunity for Mayor Matherly to share information about the FDC with the North Pole Mayor as well at the upcoming Mayor's meeting.

Ms. Thomas thanked everyone for the opportunity to serve on the FDC. She stated that she would do her best to keep up.

Ms. Harriger welcomed Ms. Thomas. She thanked everyone for all the work the FDC put in on the recommendations to the City Council; she stated she is proud of the FDC.

Ms. Nace stated that it was a great meeting.

Mr. Walters welcomed Ms. Thomas and thanked Sara for her work on the documents provided on the agenda. He mentioned some future FDC agenda items: the Open Meetings Act (OMA), the Mayor's role in the FDC, and a review of the Diversity Action Plan (DAP).

Ms. Slayton stated that it was a good meeting, and it was good to talk through things. She welcomed Ms. Thomas.

Kathryn Dodge announced that the Women's March would take place on Saturday, January 19, starting at 11:00 a.m. at Ryan Middle School.

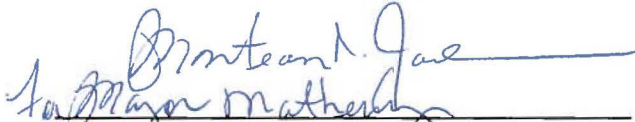
MEETING DATES

The next Regular Meeting of the Fairbanks Diversity Council is scheduled for February 12, 2019.


ADJOURNMENT

Ms. Thomas, seconded by **Ms. Nace**, moved to ADJOURN the meeting.

Hearing no objection, **Chair Matherly** declared the meeting
ADJOURNED at 7:29 p.m.



Jim Matherly, Mayor/Chair



D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS