



FAIRBANKS CITY COUNCIL  
AGENDA NO. 2017-02  
*REGULAR MEETING JANUARY 23, 2017*  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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PRELIMINARY MEETING

6:00 p.m. Work Session – Permanent Fund Annual Report

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REGULAR MEETING

7:00 P.M.

1. ROLL CALL
2. INVOCATION
3. FLAG SALUTATION
4. CITIZENS COMMENTS, oral communications to Council on any item not up for Public Hearing. Testimony is limited to five minutes. 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, kindly silence all cell phones and electronic devices.
5. 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.
6. APPROVAL OF PREVIOUS MINUTES
  - \*a) Regular Meeting Minutes of November 7, 2016
  - \*b) Regular Meeting Minutes of November 21, 2016

7. SPECIAL ORDERS

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, will hear interested citizens concerned with the following Liquor License Applications for Renewal. Public Testimony will be taken and limited to five minutes.

Lic. #	DBA	License Type	Licensee	Premises Address
328	Drop In Lounge	Beverage Dispensary	N & P Enterprises, LLC	1420 S. Cushman St.
4880	Friar Tuck's Hoagie House	Restaurant/Eating Place	Joshua & Stafford Roach	427 Merhar Ave., #2
2982	Carlson Community Center	Recreational Site	SMG of Alaska, Inc.	2010 Second Ave.
556	International Hotel & Bar	Beverage Dispensary	Dakota Ventures, Inc.	122 N. Turner St.
725	Midnite Mine	Beverage Dispensary	Borealis Investments, Inc.	308 Wendell Ave.
2124	McCoy's on 28th	Beverage Dispensary	636, LLC	636 28th Ave. (upstairs)

- b) The Fairbanks City Council, Sitting as a Committee of the Whole, will hear interested citizens concerned with the following Liquor License Application for Transfer of Ownership. Public Testimony will be taken and limited to five minutes.

Type: Beverage Dispensary, License #270  
To: Lavelle's Taphouse / Lavelle's Taphouse, LLC  
414 2nd Avenue, Fairbanks, Alaska  
From: Lavelle's Taphouse / Arlette Eagle-Lavelle  
414 2nd Avenue, Fairbanks, Alaska

- c) The Fairbanks City Council, Sitting as a Committee of the Whole, will hear interested citizens concerned with the following application for a new Marijuana Cultivation Facility License. Public Testimony will be taken and limited to five minutes.

Type: Marijuana Cultivation Facility, License #10958  
DBA: Green Life Supply, LLC  
Licensee/Applicant: Green Life Supply, LLC  
Physical Location: 511 30th Avenue, Fairbanks, Alaska

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Liquor License Application for Transfer of Ownership and Name Change. POSTPONED from the Regular Meeting of January 9, 2017. Public Hearing was held on January 9, 2017.

Type: Beverage Dispensary, License #2847  
To: Hi-Jinx / ENLAK, LLC  
1351 Cushman Street, Fairbanks, Alaska  
From: Bojangles / Scruff-N-Pork's, Inc.  
1351 Cushman Street, Fairbanks, Alaska

NOTE: This application was rescinded per the Alcohol and Marijuana Control Office. No action by the City Council is necessary.

- b) Resolution No. 4768 – A Resolution Adopting a City of Fairbanks Diversity Action Plan. Introduced by Mayor Matherly. POSTPONED from the Regular Meeting of November 7, 2016.
- c) Ordinance No. 6038 – An Ordinance Amending Fairbanks General Code Chapter 82 and Adopting Revised Wastewater Treatment Regulations. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.
- d) Ordinance No. 6039 – An Ordinance Amending Fairbanks General Code Chapter 70-623 to Remove Right-of-Way Permit Fee Amounts and Reference the City Fee Schedule. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.
- e) Ordinance No. 6040, as Amended – An Ordinance to Amend Fairbanks General Code Section 2-120, Rules of Procedure. Introduced by Mayor Matherly. SECOND READING AND PUBLIC HEARING.

## 10. NEW BUSINESS

- \*a) Resolution No. 4778 – A Resolution Authorizing Matching Funds and Execution of the Maintenance Agreement for the FMATS Sign Replacement Stage III Project. Introduced by Mayor Matherly.
- \*b) Resolution No. 4779 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the US Department of Homeland Security for the FFY2016 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program. Introduced by Mayor Matherly.

## 11. DISCUSSION ITEMS (INFORMATION AND REPORT)

- a) Committee Reports

12. COMMUNICATIONS TO COUNCIL

- \*a) Memorandum of Agreement for Housing/Homeless Coordinator Position
- \*b) Clay Street Cemetery Commission Meeting Minutes of December 7, 2016
- \*c) Fairbanks Diversity Council Meeting Minutes of December 13, 2016

13. COUNCIL MEMBERS' COMMENTS

14. CITY CLERK'S REPORT

15. CITY ATTORNEY'S REPORT

16. EXECUTIVE SESSION

- a) AFL-CIO Labor Negotiations

17. ADJOURNMENT



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, NOVEMBER 7, 2016  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 7:00 p.m. on the above date, following a 5:30 p.m. Work Session for the Explore Fairbanks Annual Report and a 6:10 p.m. Work Session for the Fairbanks Economic Development Corporation (FEDC) Annual Report, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

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

Absent: None

Also Present: Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
Kyle Green, Deputy Fire Marshal  
Stephanie Johnson, Dispatch Center Manager  
Carmen Randle, Chief Financial Officer  
Jeff Jacobson, Public Works Director  
Pat Smith, Development Manager  
Jackson Fox, City Engineer  
Bill Rogers, Engineer II  
Brad Johnson, Acting Police Chief  
Annie Witt, Acting General Foreperson  
JB Brainerd, Deputy City Attorney

### **INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

### **FLAG SALUTATION**

Mayor Matherly led the Flag Salutation.

### **CITIZEN'S COMMENTS**

Brittney Smart, 907 Terminal Street, Fairbanks – Ms. Smart offered her condolences for the loss of Sergeant Allen Brandt. She gave an update on the Borough's recycling plan and stated that hiring a Recycling Manager will be crucial to recycling services. She requested that members of the public come to the next Assembly meeting to show support for hiring a manager.

Lance Roberts, P.O. Box 83449, Fairbanks – Mr. Roberts stated that the Borough’s recycling plan will affect tipping fees and the cost of garbage service. He spoke to the Public Safety Employee Association (PSEA) contract and urged the Council not to give away their authority. Mr. Roberts spoke to the impact marijuana licenses have on the community.

Mary Nordale, 309 Haines Way, Fairbanks – Ms. Nordale requested that the City withdraw its appeal regarding the PSEA contract. She stated that the appeal would take a long time to process and that the costs the City would incur would outweigh the cost of funding the contract.

Jake Metcalfe, 9228 Laurel Street, Fairbanks – Mr. Metcalfe spoke in favor of the City Council funding COBRA insurance coverage for the family of Sgt. Brandt. He stated that PSEA’s major legislative priority has been survivor medical benefits for the families of fallen officers. Mr. Metcalfe stated that four officers have been killed in the line of duty in the last three years, and now their families are struggling financially. He stated that the City Council should not appeal the court’s decision and that they should fund the PSEA contract.

Ron Dupee, 672 Hillcrest Drive, Fairbanks – Mr. Dupee echoed Mr. Metcalfe’s thoughts regarding the City’s appeal. He thanked the community for the support they have given the Fairbanks Police Department (FPD) following the shooting of Sgt. Brandt.

**Mr. Pruhs** stated that the City Council is prepared to fund the COBRA benefits for the Brandt family, and he encouraged Mr. Metcalfe and Mr. Dupee to get that benefit written into the contract during the next negotiation.

**Ms. Therrien** asked Mr. Dupee if the issue of the 36-hour work week could be renegotiated. Mr. Dupee stated that the 36-hour work week was to be in place for a minimum of 12 months and that it is well past that time period. He stated that either party could opt out of it.

Christopher Dean, P.O. Box 71129, Fairbanks – Mr. Dean stated that a hero had been laid to rest the day before and that it was hard to believe that Sgt. Brandt had spoken at the last Council meeting. He spoke in favor of the City Council funding the PSEA contract. He stated that two years ago the community mourned the loss of two State Troopers and spoke of the problems around the country with people targeting police officers.

Brenda Riley, 312 7th Avenue, Fairbanks – Ms. Riley stated that she has lived in downtown Fairbanks for 30 years; she spoke in favor of the City Council funding the PSEA contract. She stated that the FPD has been short-staffed and morale is low as a result. Ms. Riley stated that on the night that Sgt. Brandt was shot, he had worked an overtime shift. She stated that he should have been able to spend that time with his family.

Kara Carlson, 782 7th Avenue, Fairbanks – Ms. Carlson welcomed the new Council Members and the Mayor. She encouraged the City Council to support the grant from the Mental Health Trust to get a Housing and Homeless Coordinator employed at the City.

Daniel Peters, 2604 Davis Road, Fairbanks – Mr. Peters congratulated the new Council Members and the Mayor. He spoke to the kindness he saw in Mr. Norum when he helped a man get a ride

home who was inebriated in the City Hall parking lot. Mr. Peters thanked the Council Members who responded to those who had written in support of his marijuana retail license.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger welcomed the new Council Members and Mayor Matherly. He spoke to the importance of the City making traffic a priority in 2017. He stated that many intersections in the City have blind corners and that drivers have to pull into the intersection to see if a vehicle is approaching. Mr. Buberger encouraged the Council to have the cross walks in the downtown area painted for the safety of the tourists. He spoke to the need for public restrooms in the downtown area.

Marcus Swart, 1013 D Street, Fairbanks – Mr. Swart spoke in support of the FPD, and he urged the City Council to stop the appeal to the Supreme Court. He stated that police officers cannot strike and that the City is acting in bad faith by not funding their contract. He asked the Council to act in good faith and fund the PSEA contract.

Floyd Terry, P.O. Box 73514, Fairbanks – Mr. Terry spoke to the murder of Sgt. Brandt and stated it should not take such a tragedy to bring the community together. He thanked the City Council for listening to all of the public testimony. He spoke to the history of roller-skating rinks in Fairbanks. He encouraged everyone to go to The Diner and look at all the historical photographs on the walls.

Brad Johnson, 911 Cushman Street, Fairbanks – Acting Police Chief Johnson thanked the Fairbanks community for all the support they have given FPD since the shooting of Sgt. Brandt. He stated that the outpouring of financial support has been overwhelming. Acting Chief Johnson stated it seems like every citizen in the community has done something to support the Brandt family and FPD. He offered a special thank you to the Alaska State Troopers and the Anchorage Police Department for all the support they have given to the Brandt family.

**Mayor Matherly** thanked Acting Chief Johnson for his leadership and steady command during the tough loss of Sgt. Brandt. He commended FPD staff for the beautiful ceremony they put together to honor Sgt. Brandt. **Mayor Matherly** stated that everything Johnson has done has been done with a caring heart and class. Deputy Chief Johnson stated everyone at FPD was involved and the ceremony was a team effort.

**Ms. Rogers** stated she did not want the evening to go by without thanking Brenda Riley for the help she provided Sgt. Brandt then night he was attacked.

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

## **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

**Ms. Rogers** pulled Resolution No. 4768 from the Consent Agenda.

**Mr. Cleworth** pulled Resolution No. 4769 from the Consent Agenda.

City Attorney Ewers stated that there is nothing to report regarding AFL-CIO Labor Negotiations. **Mayor Matherly** requested that the item be removed from the agenda under Executive Session.

**Ms. Huntington** stated that she would like to see more information before voting on the PSEA appeal. She urged the Council to postpone the item until the next meeting.

**Ms. Huntington**, seconded by **Mr. Pruhs**, moved to POSTPONE the Motion on the Floor regarding the PSEA Appeal (Item 17) to the Regular Meeting of November 21, 2016, under Unfinished Business.

**Mr. Norum** stated he did not want to postpone the PSEA Appeal discussion because the officers deserve an answer.

**Mr. Pruhs** stated that the Council will receive new information during the Executive Session and that they should have time to review that information.

**Ms. Therrien** echoed Mr. Pruhs' statement.

**Ms. Huntington** stated that over the past few weeks all attention has been on supporting Sgt. Brandt and putting on his ceremony. She stated that the Council should have adequate time to review the information that will be presented in Executive Session.

**Mr. Cleworth** asked City Attorney Paul Ewers if the issue was time sensitive. Mr. Ewers stated there is no rush to make a decision on the appeal.

**Ms. Huntington** stated that the numbers presented to the Council changed significantly over the weekend, and not all Council Members have had the opportunity to review the changes.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE THE MOTION ON THE FLOOR REGARDING THE PSEA APPEAL (ITEM 17) TO THE REGULAR MEETING OF NOVEMBER 21, 2016, UNDER UNFINISHED BUSINESS AS FOLLOWS:

YEAS: Therrien, Rogers, Pruhs, Huntington

NAYS: Norum, Cleworth

**Mayor Matherly** declared the MOTION CARRIED.

**Ms. Therrien** pulled the 2017 City Council Meeting Schedule from the Consent Agenda.

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

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

### **APPROVAL OF PREVIOUS MINUTES**

- a) Regular Meeting Minutes of August 8, 2016.



APPROVED on the CONSENT AGENDA.

**SPECIAL ORDERS**

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, considered the following Appeal of Denied Public Records Request No. 2016-67. POSTPONED from the Regular Meeting of October 24, 2016.

Appellant: Terry Rahlfs

*The motion to GRANT the Appeal was made at the Regular Meeting of October 24, 2016 by Mr. Pruhs and was seconded by Mr. Gatewood.*

City Attorney Ewers stated that Mr. Rahlfs' request for autopsy photos and results is under the medical examiner's control, not the City's. He stated that according to State Statute, medical records are not public records. Mr. Ewers stated that requests for body and dash camera footage are not available because the State will not allow it to be released with a pending investigation. He explained that the Office of Special Prosecution and Appeals (OSPA) has stated that the images are not to be released because of the exception in the Alaska Public Records Law. He stated it is a serious matter regarding the use of deadly force by a Fairbanks police officer. He stated that after the investigation is complete the footage may be made public.

**Ms. Therrien** asked Mr. Ewers how long he believes the investigation will take. Mr. Ewers replied that it may take another month.

**Mr. Pruhs** asked Mr. Ewers if he has met with Mr. Rahlfs to discuss the reasons behind his decision on the appeal. Mr. Ewers stated he had spoken with Mr. Rahlfs.

**Ms. Huntington** asked if the City would be able to share the requested records when the OSPA investigation is over. Mr. Ewers stated that the release of the footage would be FPD's decision.

**Mr. Norum** asked if the District Attorney's (DA) Office was involved in the investigation. Mr. Ewers stated that OSPA specifically handles these types of investigations. He stated that if wrongdoing is found, the case would be sent to the DA for possible criminal charges.

Mr. Rahlfs stated that he understands the law prohibiting public release of the autopsy results. He stated that releasing the images is about transparency. He stated that when wrongdoing occurs in City government, it is sometimes covered up. Mr. Rahlfs used the bleeping out of expletives from the Council Meeting audio posted to the City website as an example. He cited the shooting of Sgt. Brandt as a good reason for transparency, alleging the shooter acted in vengeance on the FPD. He stated that some jurisdictions put out footage to quell potential uprising. He stated that citizens can only help government if they know what is going on.

**Ms. Therrien** asked Mr. Rahlfs if he would be willing to wait for the footage to be released. Mr. Rahlfs stated he would like the Council to make a decision that evening.

**Ms. Rogers** cautioned on quoting hearsay as fact on the record. She requested that unless a statement comes directly from the source, it should not be spoken into the record as fact. **Ms. Rogers** stated that she is specifically speaking about the hearsay about why Sgt. Brandt was shot.

**Mayor Matherly** stated that he respects the City Attorney's decision because it is such a serious issue. He expressed his belief that the City should wait until OSPA has signed off on the investigation before releasing footage.

**Ms. Therrien**, seconded by **Mr. Pruhs**, moved to DIVIDE THE QUESTION by voting separately on whether to grant the request to view the autopsy results (request #3).

Mr. Ewers stated that if Mr. Rahlfs would withdraw his request to view the results of the autopsy, there would be no reason to divide the question. Mr. Rahlfs agreed to withdraw his request to view the autopsy results.

**Mr. Cleworth** thanked Mr. Rahlfs for allowing the Council to postpone his appeal from the last Regular meeting. He stated that he supports Mr. Ewers' concerns and that the Council should wait for OSPA to release the information.

Mr. Rahlfs stated that he understands that the information will be released, but that he has a concern with setting a precedent of non-transparency.

**Mr. Pruhs** called a Point of Order. He stated that it is the Council's time for discussion.

**Ms. Huntington** asked Mr. Rahlfs if he has taken up the issue with OSPA. She expressed agreement with Mr. Ewers and stated that the Council should follow State law. Mr. Rahlfs stated that he spoke with the AG's office, and they would not release the information. He stated that the AG told him that the City could release information but that they advise against it.

**Ms. Therrien**, with the concurrence of the Second, WITHDREW the motion to Divide the Question.

**Mr. Norum** stated that Mr. Ewers' advice should be backed up by the Council.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO GRANT THE APPEAL OF DENIED PUBLIC RECORDS REQUEST NO. 2016-67, AS AMENDED, AS FOLLOWS:

YEAS: Therrien  
NAYS: Rogers, Norum, Pruhs, Cleworth, Huntington  
**Mayor Matherly** declared the MOTION FAILED.

### **MAYOR'S COMMENTS AND REPORT**

**Mayor Matherly** stated he has never experienced anything like the last two weeks, and it has been a blessing and honor to serve as Mayor. He stated the day he was sworn in he immediately started working on the budget and that he has been working with an open door as promised in his campaign. He spoke to the fun had at the open house for trick-or-treaters on Halloween. **Mayor**

**Matherly** spoke to how professionally everything was done for Sgt. Brandt. He stated he was honored to ride in the processional and to speak at the memorial ceremony. He stated the service is online for public viewing. **Mayor Matherly** stated Chief of Police Randall Aragon resigned, and that he is unsure who he will recommend for appointment to the position. **Mayor Matherly** stated that Mike Meeks has accepted Chief of Staff position and that Jeff Jacobson is the new Public Works Director. He read aloud a letter from Kip Harmon rescinding his acceptance of the position as the City's Communications Director. **Mayor Matherly** thanked Ms. Rogers for accepting the chair position on the Hotel/Motel Discretionary Fund Committee. He thanked City employees for the wonderful welcome to City Hall and stated that he would like to be accessible and approachable to all employees and citizens.

**Mayor Matherly** called for a five-minute recess.

### **UNFINISHED BUSINESS**

- a) Ordinance No. 6032 – An Ordinance Amending the 2016 Operating and Capital Budgets for the Third Time. Introduced by former Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

**Mr. Cleworth**, seconded by **Ms. Huntington**, moved to ADOPT Ordinance No. 6032.

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to SUBSTITUTE Ordinance No. 6032, as Amended, for Ordinance No. 6032.

**Mayor Matherly** called for objection to the SUBSTITUTION and, hearing none, so ORDERED.

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

**Mr. Cleworth** stated that the budget ordinance includes the cost of medical coverage for the Brandt family through the end of 2016.

**Mr. Cleworth**, seconded by **Mr. Pruhs**, moved to AMEND Ordinance No. 6032 by striking the language, "\$683,409 increase due to claims processing in 2016. All claim costs are recovered through property taxes in the following year." from page seven.

**Mr. Cleworth** asked Chief Financial Officer Carmen Randle for a staff report. Ms. Randle stated that she is responsible for making sure that City revenues exceed expenditures, and she added that the claims and judgements line item has the potential to make expenditures greater than revenues. Ms. Randle explained that claims and judgments are recovered in the following year through the property tax, but that the expenditure causes a liability issue in the meantime. Ms. Randle suggested the creation of a new, multi-year Fund separate from the General Fund as a solution to the problem.

**Mr. Pruhs** stated he agrees with creating a new, multi-year Fund.

**Mr. Norum** asked if Risk Management is going to be part of the Mayor's Office. **Mayor Matherly** stated that it will be. **Mr. Norum** spoke against Risk Management being absorbed by the Mayor's Office. **Mayor Matherly** asked Ms. Randle to speak to Mr. Norum's concern because the change occurred before he became Mayor. Ms. Randle stated that the former mayor did not like that Risk Management was a department of one employee, so he absorbed that position into the Mayor's budget. She stated it was done so the Risk Manager would have departmental support. **Mr. Norum** stated that the Risk Manager should not be part of the Mayor's Office because the Mayor's Office is subject to politics.

**Ms. Therrien** asked Mr. Cleworth to clarify the amendment he is proposing. **Mr. Cleworth** stated that adopting the budget ordinance as-is would make it very hard for the City to operate within the budget; he added that the line item is a refundable expense.

**Ms. Therrien** asked Mr. Ewers if the City Council could create a new Fund at the meeting without having notified the public. Mr. Ewers stated he would advise against it until the next Regular meeting so the item could be properly noticed.

**Mr. Cleworth**, with the concurrence of the Second, WITHDREW his motion to amend Ordinance No. 6032, as Amended.

**Ms. Therrien**, seconded by **Mr. Cleworth**, moved to POSTPONE Ordinance No. 6032, as Amended, until the Regular Meeting of November 21, 2016.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6032, AS AMENDED, UNTIL THE REGULAR MEETING OF NOVEMBER 21, 2016 AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

- b) Ordinance No. 6033 – An Ordinance Authorizing a Lease to the Chinook Montessori Charter School to Build a Ski Trail on City Property Adjoining the City Fire Training Center. Introduced by former Mayor Eberhart. SECOND READING AND PUBLIC HEARING.

**Mr. Norum**, seconded by **Ms. Huntington**, moved to ADOPT Ordinance No. 6033.

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

**Mr. Pruhs** commended Development Manager Pat Smith for his thorough description of the proposed project.

**Mr. Norum** echoed Mr. Pruhs' commendation.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6033 AS FOLLOWS:

YEAS: Norum, Cleworth, Rogers, Huntington, Therrien, Pruhs  
NAYS: None  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6033 ADOPTED.

### **NEW BUSINESS**

- a) Resolution No. 4767 – A Resolution Designating Check Signing Authority for Banking and Investment Accounts of the City of Fairbanks, Alaska. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

- b) Resolution No. 4768 – A Resolution to Adopt a City of Fairbanks Diversity Action Plan. Introduced by Mayor Matherly.

**Mr. Norum**, seconded by **Ms. Rogers**, moved to APPROVE Resolution No. 4768.

**Ms. Rogers** requested that Fairbanks Diversity Council (FDC) members Ana Richards and Jeff Walters come forward to speak to the proposed Diversity Action Plan (DAP).

Ana Richards, 1244 Viewpointe Drive, Fairbanks – Ms. Richards stated she is honored to be the Vice Chair of the FDC. She stated that the purpose of the FDC is to give people a platform so they can speak their mind in a non-intimidating way. Ms. Richards shared her hope that the Council would approve Resolution No. 4768.

Jeff Walters, 2454 Killarney Way, Fairbanks – Mr. Walters thanked Mayor Matherly for introducing the resolution. He stated it has taken the FDC two years to put together the DAP. Mr. Walters stated that many of the items in the DAP have already been implemented. He thanked City staff for all the help they offered in drafting the DAP.

**Mr. Norum** commended Ms. Richards and Mr. Walters on all of the work done on the DAP.

**Mr. Pruhs** stated that the DAP states that all employment interview panels will contain an FDC member. He asked Ms. Rogers if an FDC member would be a part of the decision-making process to make a final selection. **Ms. Rogers** stated that the member would be involved in the interview and scoring process but not in the final decision. She asked Jeff Jacobson to speak to the issue. Mr. Jacobson stated that FDC members will participate in scoring and will make recommendations but that they are not a part of the final decision. City Attorney Ewers clarified that the Mayor is the hiring authority for most of the positions at the City.

**Mr. Cleworth** stated that when he was Mayor, the Police Department received over 40 applications for a position but were unable to hire a single individual from that applicant pool. He stated he asked the Police Chief if the department's standards were too high. **Mr. Cleworth**

stated that the Chief's response was that the Department could not lower their standards because everyone hired is a potential liability to the City. **Mr. Cleworth** stated that Department Heads need to have the opportunity to review the DAP and weigh in before Council approval.

**Mr. Cleworth**, seconded by **Mr. Norum**, moved to POSTPONE Resolution No. 4768 until the next Regular Meeting.

**Ms. Huntington** expressed support for Mr. Cleworth's motion to postpone. She commended the FDC for their work in preparing the DAP.

**Mayor Matherly** stated that City Department Heads should have the opportunity to weigh in on the DAP. Then the FDC should have the opportunity to approve any changes before the resolution comes back before the City Council.

**Mr. Cleworth**, with the concurrence of the Second, MODIFIED the motion to POSTPONE by postponing Resolution No. 4768 to the second Regular Meeting in January of 2017.

Ms. Richards spoke in favor of postponing the DAP; she stated that diversity takes time.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE RESOLUTION NO. 4768 TO THE SECOND REGULAR MEETING IN JANUARY OF 2017 AS FOLLOWS:

YEAS:           Huntington, Norum, Therrien, Pruhs, Cleworth, Rogers  
NAYS:           None

**Mayor Matherly** declared the MOTION CARRIED.

c) Resolution No. 4769 – A Resolution Supporting the Fairbanks North Star Borough's Grant Application to the U.S. Geological Survey 3D Elevation Program. Introduced by Mayor Matherly.

**Mr. Pruhs**, seconded by **Mr. Norum**, moved to APPROVE Resolution No. 4769.

**Mr. Cleworth** spoke against the resolution. He stated that the City's Capital Fund is steadily declining and some of Public Works' heavy equipment may need to be replaced in a moment's notice. He stated that the City should not curtail infrastructure and that the Borough has the money to move forward with the project without the support of the City.

**Mr. Norum** stated that City residents are also Borough residents and that the City should not have to fund the Borough's program.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 4769 AS FOLLOWS:

YEAS:           None  
NAYS:           Cleworth, Pruhs, Rogers, Huntington, Norum, Therrien

**Mayor Matherly** declared the MOTION FAILED.

- d) Resolution No. 4770 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the United States Department of Homeland Security to Upgrade the Aerial Platform. Introduced by Mayor Matherly.

PASSED and APPROVED on the CONSENT AGENDA.

### **DISCUSSION ITEMS**

- a) Council Committee Appointments

City Clerk Danyielle Snider shared with the new Chair of the Hotel/Motel Discretionary Fund Committee that a meeting is scheduled for Thursday, November 10.

**Mr. Pruhs** requested to be transferred from the FMATS Policy Review Committee to the Permanent Fund Review Board. **Mayor Matherly** stated he had asked Mr. Cleworth to be on the Permanent Fund Review Board, and **Mr. Cleworth** stated that he would be willing to sit on the FMATS Policy Review Committee instead.

**Ms. Therrien** stated that she would like to serve on the Permanent Fund Review Board. **Mr. Pruhs** conceded to Ms. Therrien; he stated that his involvement with the Polaris Group keeps him busy.

**Ms. Huntington** stated that she would like to remain on the Public Safety Commission.

**Mayor Matherly** asked Mr. Norum if he would be willing to take the position as the City representative to the Explore Fairbanks Board of Directors; **Mr. Norum** concurred.

- b) Committee Reports

Polaris Group – **Mr. Pruhs** stated that the Polaris Group is going to apply for Brownfield Funding through the State of Alaska and the Environmental Protection Agency (EPA). He stated that he met with the Department of Environmental Conservation (DEC) about what to do with buildings like the Polaris Building. **Mr. Pruhs** stated that the next Polaris Group meeting would be the following Thursday at 3 p.m. in the Explore Fairbanks board room.

### **COMMUNICATIONS TO COUNCIL**

- a) Approval of the 2017 City Council Meeting Schedule

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to APPROVE the 2017 City Council Meeting Schedule.

**Ms. Therrien**, seconded by **Mr. Pruhs**, moved to AMEND the Schedule by changing the April 10, 2017 Regular meeting to April 3, 2017.

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

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE 2017 CITY COUNCIL MEETING SCHEDULE AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

- b) Reappointment to the Permanent Fund Review Board  
APPROVED on the CONSENT AGENDA.
- c) Appointment to the Clay Street Cemetery Commission  
APPROVED on the CONSENT AGENDA.
- d) Appointment to the Clay Street Cemetery Commission  
APPROVED on the CONSENT AGENDA.
- e) Reappointment to the Chena Riverfront Commission  
APPROVED on the CONSENT AGENDA.
- f) Reappointment to the Landscape Review & Appeals Commission  
APPROVED on the CONSENT AGENDA.

**COUNCIL MEMBERS' COMMENTS**

**Ms. Huntington** spoke to the heavy weight in the community's heart following the death of Sgt. Brandt, and she thanked the Mayor for his comments at Brandt's service. She thanked the Council for postponing the decision on the PSEA appeal. She stated that it is important for the Council to take the time to make an informed decision.

**Ms. Rogers** stated that it was her first time going through the City budget process and that it felt somewhat rushed; she stated that important decisions should not be rushed. She spoke to the tragic loss of Sgt. Brandt and to the outpouring of support from the community for the Brandt family. **Ms. Rogers** thanked Brenda Riley for the courage she showed in helping Sgt. Brandt the night that he was shot. She stated that she is proud to know Ms. Riley.

**Ms. Therrien** stated that she would like to see the new figures from Finance relating to the PSEA contract. She asked Mr. Ewers when the investigation of former Police Chief Randall Aragon was going to be completed. Mr. Ewers stated it should be done the following week. **Ms. Therrien** asked if the FDC would be participating in the hiring of a new Police Chief. She reminded everyone to vote the following day.



**Mr. Norum** reminded everyone how much they have to be thankful for in light of Sgt. Brandt's passing. He spoke highly of emergency first responders. He stated he would like to know the cost of delaying the PSEA appeal.

**Mr. Cleworth** requested there be an Executive Session on the Fairbanks Firefighters Union Labor Negotiations at the next Council meeting. He spoke to the difficulties the City has had in keeping snow dumps. He asked Mr. Ewers about the funds from the sale of City property that the Council wanted to use to expand a snow dump. **Mr. Cleworth** expressed concern that the funds from the sale would go into the Permanent Fund. City Attorney Ewers stated that he believes the funds from the sale would need to go into the Permanent Fund. Mr. Ewers stated that the sale has not happened yet and that the contract will require Council approval after it is revised. **Mr. Cleworth** gave a brief history of the need for City snow dump property. He spoke to the logistics in planning and putting on Sgt. Brandt's memorial service. **Mr. Cleworth** asked Public Works Director Jeff Jacobson if the trees along Cushman Street would be moved to Public Works for the winter for ease of snow plowing.

Mr. Jacobson stated that moving the trees may cause them damage, so they will not be moved. He stated that the City is waiting to see what kind of winter it is going to be. **Mr. Cleworth** recommended that the tree boxes be moved if the snow starts to pile up. He asked the Clerk if the Interior Delegation had a mandate requiring the legislative priorities meeting for local governments had to be a joint meeting. **Mr. Cleworth** stated he did not like having a joint meeting with the Borough and the City of North Pole because the City's business gets buried. Ms. Snider stated that she did not believe the meeting had to be a joint one. **Mr. Cleworth** asked if the City could have its own meeting with Interior Delegates in the future. **Mr. Cleworth** spoke in support of Ms. Snider's decision to not publically post the audio of an expletive at the last Council meeting.

**Mr. Pruhs** echoed Mr. Cleworth's thoughts on having an independent meeting with the Interior Delegation. He stated that he stood with Ms. Huntington and her family at Sgt. Brandt's procession with tears in his eyes. **Mr. Pruhs** shared how proud he is of the Council for taking care of healthcare costs for Sgt. Brandt's family. He stated that Deputy Chiefs Eric Jewkes and Brad Johnson should decide between themselves who the next Police Chief should be. **Mr. Pruhs** stated that the News Miner should not have called Ms. Snider's ethics into question regarding her decision not to post the audio of an expletive to the City website.

**Mr. Cleworth**, seconded by **Ms. Huntington**, moved to go into Executive Session for the purpose of discussing the City v. PSEA Appeal, Case No. 4FA-15-2868CI.

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

**Mayor Matherly** called for a five minute recess.

### **EXECUTIVE SESSION**

a) City v. PSEA Appeal, Case No. 4FA-15-2868CI

The City Council met in Executive Session to discuss the City v. PSEA Appeal, Case No. 4FA-15-2868CI. Direction was given to staff and no action was taken.

**ADJOURNMENT**

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

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

**Mayor Matherly** declared the meeting adjourned at 11:42 p.m.

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JIM MATHERLY, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB



FAIRBANKS CITY COUNCIL  
REGULAR MEETING MINUTES, NOVEMBER 21, 2016  
FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA

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The City Council convened at 7:00 p.m. on the above date, to conduct a Regular Meeting of the Fairbanks City Council at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Mayor Jim Matherly presiding and with the following Council Members in attendance:

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

Absent: None

Also Present: Paul Ewers, City Attorney  
D. Danyielle Snider, City Clerk  
JB Brainerd, Deputy City Attorney  
Margarita Bell, Controller  
Stephanie Johnson, Dispatch Center Manager  
Carmen Randle, Chief Financial Officer  
Angela Foster-Snow, HR Director  
Brad Johnson, Deputy Police Chief  
Jim Styers, Fire Chief  
Mike Meeks, Chief of Staff  
Jeff Jacobson, Director of Public Works

**INVOCATION**

The Invocation was given by City Clerk Danyielle Snider.

**FLAG SALUTATION**

Mayor Matherly led the Flag Salutation.

**CITIZEN'S COMMENTS**

Brittany Smart, 907 Terminal Street, Fairbanks – Ms. Smart stated that the Borough Assembly approved a manager position for the proposed recycling center. She stated that an RFP was released with proposals due back by December 1, 2016.

Helen Renfrew, 1915 Central Avenue, Fairbanks – Ms. Renfrew stated she is in attendance to speak on behalf of Explore Fairbanks. She stated that Fairbanks hosted the AFN Conference in October which brought 3500 to 4000 visitors into the City. She spoke to other hosting opportunities for Fairbanks over the winter and spring. Ms. Renfrew stated that 2016 was a great

year for meetings and conventions in Fairbanks, and she thanked the City Council for reinvesting into destination marketing.

**Mr. Cleworth** asked if AFN is on a three-year cycle. Ms. Renfrew stated that at the previous year's board meeting, AFN set a schedule by resolution. She stated that they have asked both Fairbanks and Anchorage to bid on the 2018 convention.

**Ms. Rogers** asked Ms. Renfrew if she has a feeling as to whether Fairbanks will be able to host the convention in 2018. Ms. Renfrew stated she has a good feeling about it coming back in the next three years but that she is unsure whether it would be 2018 or 2019.

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney thanked his neighbor Brenda Riley for giving Sergeant Allen Brandt help after he was gunned down near his house. He stated that Sgt. Brandt was courteous and professional and offered condolences to the Brandt family. Mr. Turney stated he had lunch with Randall Aragon before he moved to Arkansas and that they discussed the letter written to the editor by Dan Hoffman. Mr. Turney stated that if the City had to hire an attorney for the PSEA appeal they likely would not fight it.

Kathleen Boyle, P.O. Box 341, Fairbanks – Ms. Boyle stated that she is not a City resident but that she is a member of the community at large. She spoke in support of the City funding the police contract and stated that they put their lives on the line every day. She stated that it is time for the City Council to end the dispute because it has gone on for far too long.

BC Rigdon, 911 Cushman Street, Fairbanks – Officer Rigdon thanked Mayor Matherly for all the support he has given to the Fairbanks Police Department (FPD) since taking office. He spoke against the City Council non-funding the PSEA contract. He stated that, as a police officer, he is expected to do his job with integrity and moral and ethical behavior; he added that the Council should behave in the same way. Ofc. Rigdon stated that he was disturbed to hear a Council Members say at the last meeting that they would vote to non-fund the PSEA contract if the City lost or decided not to move forward with the appeal. Ofc. Rigdon stated that every time a contract has gone to arbitration and has been in favor of the City, the Council would fund the contract. He stated that every time arbitration falls in the favor of the PSEA, the Council chooses to non-fund. Ofc. Rigdon stated that the City uses non-funding as a tool to get exactly what they want and it is not fair to the PSEA employees because they cannot strike. He urged the Council to fund the contract.

Kris Wilson, 1197 Choctaw Road, North Pole – Mr. Wilson expressed his displeasure with the City Council's decision not to fund the PSEA contract. He stated that when a contract is agreed upon, the terms of the contract should be abided by. He spoke to officers around the nation being shot, and he called for unity. Mr. Wilson stated that he has a concealed carry license but that he cannot detain someone he catches on his property stealing from him. Mr. Wilson encouraged the City Council to stop fighting the PSEA and fund the contract.

Peyton Merideth, 911 Cushman Street, Fairbanks – Officer Merideth stated that he is a detective at FPD. He encouraged the Council to get rid of the stop sign at Sunset and Ivy Drive. He stated that there will be future problems if the Council does not fund the PSEA contract. Ofc. Merideth stated that FPD recruitment will tank, the applicant pool will shrink, and the money owed in the

appeal will only increase. He spoke to Sgt. Brandt's death and to how personally it has affected everyone at FPD. Ofc. Merideth stated that attitude among the ranks is one of hope after the turnover of the Mayor and Police Chief. He stated that morale will plummet if the appeal goes forward, and he implored the Council to not move forward with the appeal. He stated that if the City appeals, the PSEA will be stuck in court for another 18 months and will be unable to go back to the bargaining table. He encouraged the Council to fund the PSEA contract.

**Mr. Pruhs** asked if the police cannot or will not negotiate while in litigation. Ofc. Merideth stated that would be a question to ask the PSEA union representative.

**Mr. Cleworth** asked Ofc. Merideth whether he would negotiate with the City if he was in charge for a day. Ofc. Merideth stated that if the litigation ended there would be no way to not negotiate. **Mr. Cleworth** stated that the judge's ruling was so ambiguous that it did not force anyone to do anything. He asked Ofc. Merideth if the PSEA could negotiate while the case is in the courts hands. Ofc. Merideth stated that everyone wants to go back to the table but that he is not on the negotiating team. He stated that as long as it is hung up in court nothing can happen.

**Ms. Therrien** asked if Ofc. Merideth was speaking of negotiating the current contract or the next contract. Ofc. Merideth stated that the contract that is in litigation is nearly expired and that if the PSEA was not in court they would be able to negotiate the terms of the next contract.

Darlene Herbert, 906 Woodlawn Road, Fairbanks – Ms. Herbert stated that citizens need to flood City Hall to stand by the Council. She stated that if cops are unwilling to come to the negotiating table they should move somewhere else. She stated that officers get paid enough already, and they should not insist on getting paid more. Ms. Herbert stated that some FPD officers were there when the Fairbanks Four were arrested. She stated that if the contract is funded, the cops will come back next year and ask for more money.

Heather Lambert, 711 Gaffney Road, Fairbanks – Ms. Lambert stated that her spouse is an 11-year veteran of the FPD and that he has always wanted to be an FPD officer. She stated that over time she has watched his feelings go from confusion to anger and distress and finally to distrust. She urged the Council to fund the contract. She stated that the Council can help make FPD a great place to work again, whereby helping make the City of Fairbanks a great place to live.

Kara Carlson, 782 7th Avenue, Fairbanks – Ms. Carlson stated that she is a City resident with no affiliation to law enforcement. She stated that it is time for the City to take care of those who take care of them.

Dave Duncan, P.O. Box 74469, Fairbanks – Mr. Duncan stated that he was a police officer for the City of Fairbanks for nine years and was on the PSEA negotiating team for two contracts. He stated that he left the City because of what the City Council action to not fund the contract. Mr. Duncan stated that insurance was too expensive when he worked for the City, and now he has a job where he does not have to pay for health insurance.

**Mr. Therrien** asked Mr. Duncan if he was still in law enforcement, and he replied that he is not.

Jessica Lenahan, 911 Cushman Street, Fairbanks – Ms. Lenahan stated that she is a dispatcher for the FPD, and she spoke to the call that came in the night Sgt. Brandt was shot. She stated that the City Council does not do enough for its employees who work in law enforcement. She stated that the City Council makes the PSEA employees jump through hoops when negotiating contracts. Ms. Lenahan asked the Council when the last time was that they put their lives on the line to help a stranger. She stated that she has listened to 9-1-1 calls where a woman is being beaten by her husband and that she has had to tell them that help is more than ten minutes away because there are no officers available to respond. Ms. Lenahan stated that you get what you pay for and now many officers have left the force because of the Council's decision not to fund contracts. Ms. Lenahan reminded the Council of Sgt. Brandt's call for the Council to support City police officers. She stated that many officers and dispatchers have put in applications elsewhere because of the non-funding of the contract.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger spoke to the need for public restrooms in Fairbanks. He stated that officers get paid \$10-\$15 thousand dollars per month and that they should quit complaining about wanting more money. He spoke against labor unions. He complained about all the clapping coming from the public during public testimony and spoke poorly of Fairbanks police officers.

Allen Wilson, P.O. Box 249, Ester – Mr. Wilson spoke against police officers getting paid more money and stated that they get paid enough. He stated that officers drive behind people and pull them over just to scare them. He stated that when he got pulled over and did not do what the officer wanted he got arrested and put in jail on false charges. He asked the Council to not give the officers anything more.

Leonard Thiltgen, 2263 Bridgewater Drive, Fairbanks – Mr. Thiltgen spoke in support of the City Council funding the PSEA contract. He spoke to the ballot measure that increased property tax exemptions Borough-wide; he indicated that the exemptions would decrease property tax revenues for the City. He questioned by what means the City could fund an increase for police officers, and he stated that the Council must start thinking out of the box. Mr. Thiltgen stated he has spoken in favor of raising hotel/motel taxes, and he spoke to the possibility of creating a sales tax. He stated that the City needs more police officers because he has heard of some people calling for service only to have no law enforcement show up. He spoke against the City tapping into the Permanent Fund to fund the PSEA contract.

Ron Dupee, 911 Cushman Street, Fairbanks – Sergeant Dupee stated that he does not live in City limits but that he is a Fairbanks police officer and the President of the PSEA at FPD. He stated he was born and raised in Fairbanks and that he considers it his home. He gave a history of the contract in dispute and spoke to the labor negotiation process. He stated that when he was a new officer he was told by a field training officer that he could handle anything in police work by asking himself if his actions are reasonable. Sgt. Dupee stated that twice the City has been told it was wrong on the contract issue, and he asked the Council whether continuing the fight is reasonable. He stated that FPD is now in a staffing crisis. He stated he has buried many of his friends who have been killed in the line of duty, most recently Sgt. Brandt. He urged the City Council to honor their obligation and fund the PSEA contract.

**Ms. Therrien** asked Mr. Dupee how many vacancies there currently are at FPD. Sgt. Dupee replied that there are six vacancies. **Ms. Therrien** asked what the PSEA would do with their appeal if the contract was funded. Sgt. Dupee stated that he believes PSEA members would vote to withdraw the appeal if the contract was funded.

**Ms. Huntington** asked Sgt. Dupee what the retroactive costs would look like if the contract went from a 36-hour work week to a 40-hour work week. Sgt. Dupee stated that based on current staffing, there is no way that FPD could move to a 36-hour work week. He stated that the 36-hour work week was put in the contract to make FPD more competitive in the hiring process. Sgt. Dupee stated that either side could opt out of the 36-hour work week and negotiate terms to compensate for it. He stated that the contract under dispute expires December 31, 2016, and PSEA should already be negotiating their next contract.

**Ms. Huntington** spoke to an email that was received that spoke to a meeting between the mayor and the PSEA membership and asked if negotiation was still possible. Mr. Dupee stated that the offer that was given to them did not include any back pay and that the Council needs to pay for what they agreed to. Mr. Dupee stated again that there have been two judgements that have said that the City was wrong and needs to fund the contract.

Jake Metcalfe, 911 Cushman Street, Fairbanks – Mr. Metcalfe stated he is the Executive Director for PSEA and that he is a lifelong Alaskan who lives in Anchorage. He spoke to the police ambushes that are happening all over the country. He stated that PSEA filed an unfair labor practice claim and that the Alaska Law Review Association (ALRA) determined that the City was found to have unfairly bargained. Mr. Metcalfe stated that the Council's oath requires that they uphold the law and that PSEA members want the contract honored and enforced. He stated that Fairbanks is in excellent financial shape. He stated that the City has plenty of reserves to fund the contract.

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

### **APPROVAL OF AGENDA AND CONSENT AGENDA**

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

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

City Clerk Snider read the Consent Agenda into the record.

### **SPECIAL ORDERS**

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, heard interested citizens concerned with the following Application for a New Retail Marijuana Store License:

Type: Retail Marijuana Store, License #10278  
DBA: GoodSinse, LLC  
Licensee/Applicant: GoodSinse, LLC  
Physical Location: 2604 Davis Road, Fairbanks, Alaska

**Mr. Pruhs**, seconded by **Ms. Therrien**, moved to WAIVE PROTEST on the Application for a New Retail Marijuana Store License.

Mr. Turney, 329 6th Avenue, Fairbanks – Mr. Turney held up a sealed canister of marijuana and stated he paid three dollars in City sales tax when he purchased it from Pakalolo. He stated that Pakalolo is running a legitimate business but that he was a little offended when they asked to see his identification before entering the store. He suggested they drop product prices to increase business.

**Mr. Pruhs** asked if prices are higher now that marijuana is legal. Mr. Turney stated that prices have increased since cannabis became legal.

Aaron Worthen, 2751 Freeman Road, North Pole – Mr. Worthen stated he is the owner of Frozen North Farms just outside City limits. He spoke in support of GoodSinse, LLC.

Victor Buberger, P.O. Box 58192, Fairbanks – Mr. Buberger stated that he has seen the prices of marijuana change drastically in Alaska since 1975. He spoke in support of GoodSinse, LLC.

Christine Nelson, 1526 Farmers Loop Road, Fairbanks – Ms. Nelson stated that she is the Fairbanks North Star Borough (FNSB) Director of Community Planning and that GoodSinse has been issued a zoning permit for the marijuana business.

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

**Mr. Cleworth** stated that he does not like the location of the facility but that he would vote in favor of the retail license. He spoke to the label requirements and to his fear of people driving under the influence. He warned businesses that they could be held liable if someone consumes on their property.

**Ms. Rogers** shared her concern with the location because so many of the neighbors have come forward not wanting a retail marijuana store in their neighborhood. She stated she will vote in favor of the retail store, but indicated that she would have a hard time supporting consumption if it were to be proposed at the location in the future.

**Ms. Huntington** stated she would vote in favor of the retail store but cautioned the owner to never skimp on security measures. She stated it is important that the community be protected.

**Ms. Therrien** spoke to the amount of work that has gone into becoming compliant with the State and getting the cultivation and retail license in order. She spoke in support of the license.



A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE APPLICATION FOR A NEW RETAIL MARIJUANA STORE LICENSE AS FOLLOWS:

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

NAYS: None

**Mayor Matherly** declared the MOTION CARRIED.

### **MAYOR'S COMMENTS AND REPORT**

**Mayor Matherly** introduced his new Chief of Staff Mike Meeks and shared that Mr. Meeks brings a wealth of knowledge. He asked everyone to welcome him to the City of Fairbanks. **Mayor Matherly** stated that Jeff Jacobson has been very gracious and helpful to the new Chief of Staff and introduced Mr. Jacobson and the new Public Works Director.

**Mayor Matherly** spoke of the helpful sessions at the Alaska Municipal League (AML) annual conference that he attended the previous week. He stated he spoke with Anchorage Mayor Ethan Berkowitz and thanked him for all the support they provided following the loss of Sgt. Brandt.

### **UNFINISHED BUSINESS**

- a) Motion to Accept the Appeal to the Supreme Court on the PSEA Labor Contract Dispute Filed by the City Attorney [Regarding the City v. PSEA Superior Court Decision, Case No. 4FA-15-2868CI]. POSTPONED from the Regular Meeting of November 7, 2016.

*The motion to ACCEPT the Appeal was moved and seconded at the Regular Meeting of October 24, 2016 by Mr. Pruhs and Mr. Cleworth, respectively.*

**Mayor Matherly** called for a five minute recess.

**Mayor Matherly** called for a Staff report from the Finance Department. Chief Financial Officer Carmen Randle stated that residents may not understand that the City may only draw down 4.5% of the five-year market average from the Permanent Fund each year. She stated that in order to increase the amount, it would take approval by 70% of City voters. She provided a history of annual drawdowns from the Permanent Fund. She stated that the Permanent Fund helps to fund general operations at the City each year and is calculated into the annual budget.

**Mr. Pruhs** stated that two meetings ago, Mr. Gatewood recommended dropping the annual drawdown percentage from the Permanent Fund to protect against inflation. Ms. Randle stated that it would be nearly impossible to drop it down with the City's current expenditures. She stated that the City relies heavily on the revenues that come from the annual drawdown. Ms. Randle spoke to other City revenues and cash flow and stated that the City does not have a line of credit in case of an emergency. She spoke to what the Code requires in regard to labor negotiations and to the effect on the budget if IBEW and AFL-CIO members were given the same increase as PSEA. Ms. Randle requested that Controller Margarita Bell speak to the letter written by Mr. Metcalfe.

**Mayor Matherly** clarified that the letter was not sent to all Council Members, and he requested that copies be made for those who did not have the letter in hand.

Ms. Bell stated that she went through the American Federation of State, County and Municipal Employees (AFSCME) letter, and she stated that there were a few inaccuracies. She stated that if the PSEA contract is ratified, the City would have a budget deficit of \$442,212.00. She stated that they did not take salaries and benefits of PSEA employees into account for 2017. Ms. Bell pointed out a few other inaccuracies.

Ms. Randle stated that at the end of the year the City transfers departmental surpluses to the Capital Fund. She stated that salary savings are a one-time savings that will not be realized in future budgets. She stated that there are currently nine vacancies at FPD and that the City budgets at 100% staffing every year.

**Ms. Huntington** stated that the salary savings handout is misleading because it makes it look like there is \$1.5 million in savings. She pointed out that the value is based on a time period of 12 months.

**Mr. Norum** stated that more vacancies are expected at FPD in December and that the low staffing level is troubling.

**Ms. Therrien** spoke to her concern for low staffing levels at FPD. She echoed Mr. Norum's sentiments.

**Mr. Cleworth** stated that much of the salary savings will be used to cover the cost for the contamination issues in South Fairbanks. Ms. Randle stated that 2016 is the first year that the City went in the negative due to claims but that there was enough savings to cover the cost.

**Mayor Matherly** asked if there was any objection to Deputy Chief Brad Johnson coming forward to answer questions. No Council Members objected.

**Mr. Pruhs** asked Ms. Randle if she was directed by the former Mayor and Chief of Staff to interpret the numbers of the original contract a specific way. Ms. Randle stated that the Finance Department was directed to draft the numbers under specific criteria. **Mr. Pruhs** stated that there was misinformation from the very beginning; he stated that both sides' estimates are grossly over the estimates originally provided to the Council.

Deputy Chief Brad Johnson spoke to staffing issues at FPD. He stated that there are currently nine openings, two of which are expected to be filled in December and January. He stated that FPD is projected to lose six more officers over the next six to seven months. Deputy Chief Johnson stated there is no realistic expectation that 13 vacancies could be filled in one calendar year. He stated the low staffing is affecting the operations of the department.

**Mr. Norum** asked why it is so hard to recruit people to join FPD. Deputy Chief Johnson stated that the FPD package is not competitive.

**Ms. Huntington** asked Ms. Randle if setting a minimum fund balance at 20% is the norm across municipalities in the state. Ms. Randle stated that there is no norm; she stated that the GFOA recommends 16.9%, but that it is also recommended to keep the fund balance as strong as it can be. **Ms. Huntington** asked what it would take to change the minimum fund balance to 15%; Ms. Randle stated it would take passage of an ordinance to make the change.

**Ms. Therrien** stated that if the City loses at the Supreme Court level, it would be in a worse financial situation because the cost would include interest and attorney's fees.

**Ms. Huntington** asked what the City would have done for funding if the acceptance of the appeal had not been reconsidered. Ms. Randle stated the City would have to cut positions and change the minimum fund balance. She stated that if the check was cut in full and on the spot the City would have to lay off 23 employees. She stated that if the contract was funded at \$1 million a year, the City would have to cut 11 positions.

**Ms. Rogers** stated that when she was at AML she learned that Kivalina, Alaska at one time had \$325,000.00 in IRS debt. She stated that Kivalina worked with the IRS and made \$1000.00 monthly payments for 10 years to pay the debt. She stated she did not think that it would be unreasonable to pay the PSEA employees in a similar manner. Ms. Randle stated she did not think it is unreasonable but that the City does not have sustainable funds to fund the contract in the future. Ms. Randle stated that the City could take out a loan to pay PSEA employees if the Supreme Court orders payment. She stated there are different avenues that can be taken but that no matter what, the City will have to cut positions to sustain the contract year after year.

**Mayor Matherly** asked City Attorney Paul Ewers to speak to the appeal, the contract, and to the opinions of the Alaska Labor Relations Agency (ALRA). Attorney Ewers stated that he wishes he could say that dropping the appeal would end the litigation, but he is not certain it would. He stated that there are still a number of pending legal issues. He stated that there was nothing illegal about the procedure the Council followed in 2014. Mr. Ewers stated that it is troubling that the ALRA can nullify the decision of a local governing body. He stated that the appeal to the Supreme Court is unique in that the Superior Court decision will not come into play; he stated that Supreme Court will review the ALRA decision afresh. He stated that litigation is always uncertain and that he would never give the Council the type of the certainty in winning the appeal that the PSEA has displayed.

**Mr. Pruhs** stated that the Superior Court decision was 18 pages long but that only a few pages spoke to the actual decision. He stated that he does not see anything in the decision that orders the City to pay money. **Mr. Pruhs** remarked that it is interesting that PSEA wants the City to drop its appeal but they have their own appeal against the City.

**Ms. Therrien** asked Mr. Ewers whether attorney fees and interest would be applied to the balance owed if a judgment is entered against the City. Mr. Ewers stated that fees and interest would be applied. **Ms. Therrien** asked whether PSEA would follow suit if the City dropped its appeal. Mr. Ewers stated he could not speak on behalf of the PSEA.

**Mr. Cleworth** asked Ms. Randle to speak to wage comparisons of police officers around the state. Ms. Randle stated that wages are dependent on position and longevity; she stated that there

are also some police agencies whose employees do not belong to a union. Ms. Randle stated the high cost of insurance is where longer-term City employees really take a hit because they cap out on wage increases while insurance costs continue to rise.

**Ms. Therrien** asked Ms. Randle if it is fair to say that the City has not kept up with the cost of living. Ms. Randle stated she could not say if the City has or has not. She stated that the current PSEA contract is behind because it has been held up in litigation.

**Ms. Huntington** asked Mr. Ewers if the Council is barred from negotiating while there is pending litigation. Mr. Ewers replied in the negative. **Ms. Huntington** asked if the Council is legally bound to give the same kind of package to all of the other bargaining groups at the City. Mr. Ewers stated that he does not believe there is an automatic “me too” clause in any of the other contracts. **Ms. Huntington** asked whether the Council could go back to a more affordable contract if they fund the PSEA contract being discussed. Mr. Ewers stated it could happen in theory but that it has never happened before.

**Mr. Cleworth** asked if there were any additional questions for staff. Hearing none, **Mayor Matherly** declared the Staff Report complete.

**Ms. Therrien** stated that she is not going to vote to accept the appeal. She stated that there is enough money available from police vacancies to fund the balance of the contract. She spoke to the morale problem at FPD and stated that funding the contract will be the only way to fix the problem. **Ms. Therrien** stated the Council owes it to the police officers to fund the contract.

**Mr. Pruhs** stated that from the beginning the costs of the contract have been misrepresented to the Council. He stated that the City cannot afford it. He stated that permanent positions would have to be laid off to cover the cost of the contract. He stated that when the contract was first presented to the Council, it was supposed to carry a \$300,000.00 fiscal note; he indicated that the actual cost is over \$2 million. He stated that two meetings ago Mr. Gatewood talked about lowering the annual drawdown from the Permanent Fund. **Mr. Pruhs** stated when the Council first voted the contract down, PSEA was offered a 4% increase instead, which was rejected. He congratulated Mayor Matherly on his leadership in scheduling a meeting with PSEA, Ms. Randle and himself to show the membership the numbers. He stated that the City cannot afford the contract and that the PSEA has made a factual case into an emotional issue. **Mr. Pruhs** stated they deserve a good contract but that they refuse to accept good offers or negotiate with the City.

**Mr. Cleworth** stated that it is unfortunate that the Council has to speak to this item just one meeting after Sgt. Brandt spoke at a Council meeting. He spoke to the many police officer ambushes that have occurred in recent days and shared that he does not understand such senseless acts. He stated that he knows there were some internal problems at FPD with the prior Police Chief but that he is gone now. **Mr. Cleworth** stated there are a few good officers at FPD that would make great Police Chiefs. He stated that when he left the Mayoral office, he thought he was done with elected offices; he added that he was compelled to get involved again when he learned of the 2014 PSEA contract. **Mr. Cleworth** stated he was blown away when he first read the contract proposed in 2014. He stated that former Police Chief Zager had pitched the idea of the 36-hour work week some time before that, but that it was presented at that time as a revenue-neutral bargaining chip. He spoke to the big issues in the contract that cause him concern. He

stated that the PSEA was offered a 4% increase after the contract was rejected but they would not accept it. **Mr. Cleworth** agreed with Mr. Ewers that the Council did not violate the rules and commended the Mayor for trying to talk with the PSEA. He stated that twice Mr. Gatewood made the statement that he thought the contract was supposed to be revenue-neutral. He spoke to how the City budget works. He stated that there is no “me too” clause in other union contracts, but that the other bargaining units pay attention and expect to be supported the same by the City. **Mr. Cleworth** stated that he does not know why PSEA health insurance premiums are so high but pointed out that the Council does not control those costs. He shared his frustration in bargaining with the PSEA and stated that the Council cannot treat one union better than any other union. He stated that he does not see any other way than to move forward with the appeal. He shared his wish of having everyone sit down at the table to work towards a better solution.

**Ms. Huntington** stated that she feels like she is between a rock and a hard place. She stated that she has spent a lot of time with Ms. Randle, Mr. Ewers, Mr. Metcalfe and Mr. Dupee trying to find a solution. She shared her belief that people are spending too much time looking at how the current situation came about. She stated that numbers in the past may have been misrepresented but that even now, when different scenarios are applied, the numbers fluctuate greatly. **Ms. Huntington** stated she would like to find a way to move forward and see if there are other ways to find a solution. She spoke to the importance of the Council considering an ordinance to ratify a contract. She expressed her belief that the police department is special and that there is a level of sacrifice for those employees that there is not with other union employees. She stated she is passionate about public safety and it is one of the factors that made her want to run for City Council. **Ms. Huntington** stated there has been a lot of damage done to the relationship between the FPD and the City Council and that she does not expect it to be resolved in one night. She stated that a 5% increase with a \$2000 Christmas bonus was presented by Mayor Matherly recently, but PSEA was not interested. She stated that Mr. Metcalfe took the offer as a slap in the face. She stated that the Council should take care of those who take care of them. **Ms. Huntington** stated that she would still like to move forward with a Christmas bonus and that she would also like to gauge the Council’s interest in paying for healthcare costs for PSEA employees through the end of the year using payroll savings.

**Ms. Rogers** stated that the contract has been on an arduous path and that she is glad to hear that Ms. Huntington is trying to find a solution. She stated she is also happy to hear that Ms. Therrien is working on an ordinance to help bring closure to the long-standing issue. **Ms. Rogers** echoed Mr. Cleworth’s sentiment on everyone coming to the table to discuss a resolution to the contract dispute. She agreed with others that it is time to move forward and indicated that she would support a Christmas bonus.

**Mr. Norum** stated that he has heard a lot of valuable information on a wide range of issues. He stated that he appreciated the Mayor’s effort to speak to PSEA representative, Mr. Metcalfe. He stated that the people that were at the table in 2014 are not the same people at the table now. **Mr. Norum** stated he would not support moving forward with the City’s appeal. He stated the Council should not drag the dispute out for another 18 months.

**Mayor Matherly** asked Mr. Ewers whether the City would be able to withdraw the appeal in the future if the Council voted to move forward with it. Mr. Ewers indicated that the City could still withdraw the appeal. He stated that if a Council Member wanted the Council to consider

funding the contract, the proper procedure would be to introduce an ordinance with a fiscal note and let it go back through the public process. Mr. Ewers stated the legal issues would be resolved if the contract were ratified.

**Mayor Matherly** stated he was on the City Council when the original contract came about. He stated that when he became Mayor he made a goal to become closer to FPD and its employees. He stated that FPD has been welcoming over the past six weeks. He stated that the meeting with Mr. Metcalfe was like an olive branch, and he wanted to understand how things were done under the former Mayor. **Mayor Matherly** stated that when he was on the Council, the full financial impact of the contract was not presented accurately to the Council. He stated that FPD deserves an administration that respects the employees; he expressed hope that during his term as Mayor, relationships can be repaired. He stated the contract is a huge bill for the City to pay. He stated that he followed the rules when he called for reconsideration of the contract and that Mr. Ewers agreed. He stated the appeal should move forward and that the Council can take a look at Ms. Therrien's ordinance when it comes up.

**Mr. Cleworth** asked what the Council would have to do legally if the vote goes against the accepting the appeal. Mr. Ewers stated he is not sure if the appeal would end because the PSEA has also filed an appeal. He stated that the Superior Court's decision was unclear. Mr. Ewers indicated that it may instigate a new round of litigation. He stated that if the Council adopts an ordinance to ratify the contract and approves the funding, it would bring an end to the litigation.

**Mr. Cleworth** cautioned against funding the contract by reminding the Council that if one union gets something the other unions will want similar packages. He stated he will vote to move forward with the appeal.

**Mr. Norum** implored Council Members to be brave and to vote to reject the appeal.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ACCEPT THE APPEAL TO THE SUPREME COURT ON THE PSEA LABOR CONTRACT DISPUTE FILED BY THE CITY ATTORNEY AS FOLLOWS:

YEAS: Rogers, Pruhs, Huntington, Rogers

NAYS: Therrien, Norum

**Mayor Matherly** declared the MOTION CARRIED.

- b) Ordinance No. 6032, as Amended – An Ordinance Amending the 2016 Operating and Capital Budgets for the Third Time. Amended Version Introduced by Council Member Cleworth. POSTPONED from the Regular Meeting of November 7, 2016. PUBLIC HEARING WAS HELD ON NOVEMBER 7, 2016.

**Mr. Pruhs**, seconded by **Ms. Huntington**, moved to SUBSTITUTE an Amended version of Ordinance No. 6032, as Amended.

**Mr. Cleworth** spoke against using the substituted version.

Mr. Ewers provided clarification on the budget and special fund issues.

**Mr. Pruhs**, with concurrence of the Second, WITHDREW the motion to substitute.

**Mr. Cleworth** asked Ms. Randle to speak to the change in the proposed substitute that may need to be included in Ordinance No. 6032, as Amended. Ms. Randle stated that Development Manager Patrick Smith is working on the exhaust system project at Public Works and that he stated he needs to put in new boilers with the project. She stated that the funds were included in the 2017 budget, but that staff would like the change to be made to the 2016 budget so that the project could start immediately. She stated that the amendment would be an increase of \$50,000.00 to the Capital Fund.

**Ms. Therrien**, seconded by **Mr. Norum**, moved to AMEND Ordinance No. 6032, as Amended, by increasing the budget by \$50,000.00 to replace the boilers at Public Works.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE NO. 6032, AS AMENDED, BY INCREASING THE BUDGET BY \$50,000.00 TO REPLACE THE BOILERS AT PUBLIC WORKS AS FOLLOWS:

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

**Mayor Matherly** called for more discussion and, hearing none, called for a vote.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6032, AS AMENDED, AS FOLLOWS:

YEAS:           Rogers, Norum, Therrien, Pruhs, Cleworth, Huntington  
NAYS:           None  
**Mayor Matherly** declared the MOTION CARRIED and Ordinance No. 6032, as Amended, ADOPTED.

## **DISCUSSION ITEMS**

### a)       Committee Reports

Polaris Work Group – **Mr. Pruhs** stated he will be meeting with Jim Whitaker from the State of Alaska to discuss federal grants for the Polaris Building. He stated they have assigned a construction engineer to locate structural drawings and information about the Polaris Building.

FMATS Policy Committee – **Mr. Cleworth** stated that Federal funds have typically come through the State of Alaska, then DOT would try to control projects that the City designed. He stated that it created a problem at times. He stated that new legislation may allow Federal funds to come directly to the City of Fairbanks. He stated that the Committee voted to send a letter to the State to request that Fairbanks be used as an experimental municipality for the new funding method; he stated that DOT was the only opposition to the vote. He stated that the only projects

that will be moving forward will be preventative maintenance projects that require a match from the City's Capital Fund.

Hotel/Motel Discretionary Fund Committee – **Ms. Rogers** spoke to the brief meeting the Committee held and to the wonderful presentation made by City Controller Margarita Bell.

### **COUNCIL MEMBERS' COMMENTS**

**Ms. Huntington** stated the vote to move forward with the PSEA appeal was one of the most difficult decisions she has had to make. She stated that she would like to clear the record about an issue; she clarified that she did not feel bullied by Mr. Pruhs at the last meeting and that she did not take his comments personally. She stated that she and Mr. Pruhs have a good rapport and have worked with each other for several years. **Ms. Huntington** stated that the PSEA contract and appeal has been an emotional rollercoaster and that she hopes that a multi-dimensional solution can bring resolution to the police department.

**Ms. Rogers** stated that the Council has tremendous responsibility moving forward, and she expressed hope that everyone works toward a solution. She stated that she appreciates all the work being done in seeking outside-of-the-box ideas to solve the contract dispute. She stated she looks forward to reading Ms. Therrien's proposed ordinance and that everyone wants to feel like they are working together to mend relationships and to rebuild trust.

**Ms. Therrien** asked what is going on with the investigation of former Police Chief Randall Aragon. **Mayor Matherly** replied that the report should be released the following week. **Ms. Therrien** stated that at the AML Conference, she learned that the City has few problems compared to the State of Alaska. She stated that she is disappointed in the vote to move forward with the PSEA appeal but that she will introduce an ordinance to resolve the problem. She stated that a Christmas bonus is a slap in the face to FPD while the litigation is pending. She wished everyone a happy Thanksgiving.

**Mr. Pruhs** stated some of the facts in the PSEA case are not good and that the Council made a good decision by moving forward with the appeal. He thanked the City staff for all the information they brought to the meeting. He commended Mayor Matherly for meeting with Mr. Metcalfe and for taking Ms. Randle with him. **Mr. Pruhs** stated he has been speaking on "Problem Corner" for the past year but that the show is being reformatted. He stated that he will soon be the host of the radio show. He wished everyone a happy Thanksgiving.

**Mr. Cleworth** requested that Mr. Jacobson and Mr. Meeks attend the FMATS Policy Committee meetings because of all of their Public Works experience. He requested that someone from the Engineering Department be in attendance as well. He stated that the evening was difficult and emotions were high. **Mr. Cleworth** asked Ms. Therrien to bring her ordinance to the Finance Committee meeting for discussion before introducing it at a Council meeting. He stated that all City employees are valuable and there are many jobs that do not get respect. He said that no one employee should be treated better than another. He wished everyone a happy Thanksgiving.

**Mr. Norum** stated that health care costs for police and firemen are higher because their jobs are more dangerous than other departments.



**Ms. Huntington** wished everyone a happy Thanksgiving.

**Mr. Cleworth**, seconded by **Ms. Huntington**, moved to go into Executive Session for the purpose of discussing AFL-CIO Labor Negotiations.

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

**Mayor Matherly** called for a ten minute recess.

**EXECUTIVE SESSION**

a) AFL-CIO Labor Negotiations

The City Council met in Executive Session to discuss AFL-CIO Labor Negotiations. Direction was given to staff and no action was taken.

**ADJOURNMENT**

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

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

**Mayor Matherly** declared the meeting adjourned at 11:52 p.m.

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JIM MATHERLY, MAYOR

ATTEST:

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D. DANYIELLE SNIDER, CMC, CITY CLERK

Transcribed by: EB



# 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: January 18, 2017

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

Lic #	Establishment Name	License Type	Licensee	Premise Location
328	Drop In Lounge	Beverage Dispensary	N & P Enterprises, LLC	1420 S. Cushman St.
4880	Friar Tuck's Hoagie House	Restaurant/Eating Place	Joshua & Stafford Roach	427 Merhar Ave., #2
2982	Carlson Community Center	Recreational Site	SMG of Alaska, Inc.	2010 Second Ave.
556	International Hotel & Bar	Beverage Dispensary	Dakota Ventures, Inc.	122 N. Turner St.
725	Midnite Mine	Beverage Dispensary	Borealis Investments, Inc.	308 Wendell Ave.
2124	McCoy's on 28th	Beverage Dispensary	636, LLC	636 28th Ave. (upstairs)

Pursuant to FGC Sec. 14-178 the Council must determine whether or not to protest liquor license renewals after holding a public hearing.

Per the Council's request, the Police Department has included a 2016 call report for each location (attached); however, Chief Jewkes is not recommending protest for any of the renewals.

Please note that the Fire Department is recommending protest for the renewal of license #2124, McCoy's on 28th (see attached memorandum). There are **no other departmental protests**. Please contact me if you need any further information.

Drop Inn Cafe 1.1.2016 - 1.1.2017.xls

Call	Time	Nature	Location
1/22/2016	0:46	DISTURBANCE -	1420 S CUSHMAN ST
1/22/2016	0:19	INCAPACITATED	1420 S CUSHMAN ST
1/28/2016	18:34	INCAPACITATED	1420 S CUSHMAN ST
1/29/2016	0:50	THREATENING	1420 S CUSHMAN ST
2/2/2016	9:42	INCAPACITATED	1420 S CUSHMAN ST
2/2/2016	15:49	THEFT -	1420 S CUSHMAN ST
2/15/2016	17:18	TRESPASS SMALL	1420 S CUSHMAN ST
2/25/2016	20:49	SUSPICIOUS PERSON -	1420 S CUSHMAN ST
2/27/2016	23:11	INCAPACITATED	1420 S CUSHMAN ST
3/11/2016	11:35	INCAPACITATED	1420 S CUSHMAN ST
3/20/2016	16:27	INCAPACITATED	1420 S CUSHMAN ST
3/22/2016	13:13	ASSAULT - DELTA	1420 S CUSHMAN ST
3/22/2016	22:32	INCAPACITATED	1420 S CUSHMAN ST
3/26/2016	18:16	TRESPASS SMALL	1420 S CUSHMAN ST
3/27/2016	21:31	INCAPACITATED	1420 S CUSHMAN ST
3/27/2016	15:20	INCAPACITATED	1420 S CUSHMAN ST
4/10/2016	19:39	INCAPACITATED	1420 S CUSHMAN ST
4/14/2016	21:07	INCAPACITATED	1420 S CUSHMAN ST
4/16/2016	0:25	INCAPACITATED	1420 S CUSHMAN ST
4/22/2016	0:12	INCAPACITATED	1420 S CUSHMAN ST
5/8/2016	10:17	INCAPACITATED	1420 S CUSHMAN ST
5/22/2016	17:38	DISTURBANCE	1420 S CUSHMAN ST
5/26/2016	16:30	INCAPACITATED	1420 S CUSHMAN ST
5/28/2016	21:16	DV - PHYSICAL -	1420 S CUSHMAN ST
6/5/2016	15:49	INCAPACITATED	1420 S CUSHMAN ST
6/10/2016	12:52	INCAPACITATED	1420 S CUSHMAN ST
6/11/2016	0:19	INCAPACITATED	1420 S CUSHMAN ST
6/11/2016	22:50	ROBBERY - PERSONAL	1420 S CUSHMAN ST
6/17/2016	23:41	DISTURBANCE -	1420 S CUSHMAN ST
6/23/2016	16:45	PAST THEFT - BRAVO	1420 S CUSHMAN ST
6/28/2016	11:33	INCAPACITATED	1420 S CUSHMAN ST
7/2/2016	0:22	SUSPICIOUS PERSON -	1420 S CUSHMAN ST
7/5/2016	0:30	INCAPACITATED	1420 S CUSHMAN ST
7/12/2016	17:08	INCAPACITATED	1420 S CUSHMAN ST
7/14/2016	20:49	INCAPACITATED	1420 S CUSHMAN ST
8/19/2016	17:02	SUSP	1420 S CUSHMAN ST
9/30/2016	14:22	SI - FLAG DOWN	1420 S CUSHMAN ST
10/9/2016	15:02	DISTURBANCE -	1420 S CUSHMAN ST
11/4/2016	1:10	DISTURBANCE -	1420 S CUSHMAN ST
11/5/2016	4:16	FOUND PROPERTY -	1420 S CUSHMAN ST
11/11/2016	23:19	WELFARE CHECK -	1420 S CUSHMAN ST
12/13/2016	1:25	TRESPASS SMALL	1420 S CUSHMAN ST

Total Number of Events Listed: 42

Report Generated:

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Friar Tuck's Hoagie House 1.1.2016 - 1.1.2017.xls

Call	Time	Nature	Location
1/4/2016	12:20	DISTURBANCE -	427 MERHAR AVE
2/19/2016	16:47	INCAPACITATED	427 MERHAR AVE
2/22/2016	16:30	INCAPACITATED	427 MERHAR AVE
2/24/2016	20:29	SUSPICIOUS PERSON -	427 MERHAR AVE
6/28/2016	20:06	DISTURBANCE -	427 MERHAR AVE
7/28/2016	3:02	911 HANG-UP -	427 MERHAR AVE
9/5/2016	19:21	SI - FLAG DOWN	427 MERHAR AVE
12/29/2016	16:47	SEND PROTOCOL	427 MERHAR AVE

Total Number of Events Listed: 8

Report Generated:

01/19/2017 10:42:24

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1209 City Council Agenda Packet \\\repp\2017\1209\120917\load\vrpt\EventHistory\_EventListWithReportNumbers

Call	Time	Nature	Location
1/3/2016	17:38	SI - SECURITY CHECK	2010 SECOND AVE
2/6/2016	19:56	SI - SECURITY CHECK	2010 SECOND AVE
2/13/2016	22:32	TRESPASS SMALL	2010 SECOND AVE
2/21/2016	9:32	SI - SECURITY CHECK	2010 SECOND AVE
2/27/2016	23:13	DISTURBANCE -	2010 SECOND AVE
5/14/2016	19:35	SUSP	2010 SECOND AVE
5/15/2016	14:01	WELFARE CHECK	2010 SECOND AVE
5/22/2016	1:23	SI - SECURITY CHECK	2010 SECOND AVE
5/28/2016	18:16	DRUGS - USE -	2010 SECOND AVE
6/7/2016	15:29	OFFICER ADVICE	2010 SECOND AVE
6/17/2016	17:55	SUSPICIOUS VEHICLE -	2010 SECOND AVE
7/15/2016	3:46	SUSP	2010 SECOND AVE
7/20/2016	12:12	DAMAGE/VANDALISM -	2010 SECOND AVE
7/23/2016	23:27	INCAPACITATED	2010 SECOND AVE
7/27/2016	19:44	INCAPACITATED	2010 SECOND AVE
7/27/2016	12:31	WELFARE CHECK	2010 SECOND AVE
8/7/2016	18:04	INDECEN/LEWDNESS -	2010 SECOND AVE
9/3/2016	11:50	BURGLARY - BRAVO	2010 SECOND AVE
9/6/2016	8:01	DAMAGE/VANDALISM -	2010 SECOND AVE
10/18/2016	11:43	SI - SECURITY CHECK	2010 SECOND AVE
10/19/2016	21:50	PREMISE WATCH	2010 SECOND AVE
10/20/2016	23:48	MISCHIEF - BRAVO	2010 SECOND AVE
10/21/2016	22:23	SI - FLAG DOWN	2010 SECOND AVE
10/21/2016	22:07	THEFT FROM VEHICLE	2010 SECOND AVE
10/22/2016	10:57	DISTURBANCE -	2010 SECOND AVE
10/22/2016	16:33	SI - SECURITY CHECK	2010 SECOND AVE
10/22/2016	8:47	SI - SECURITY CHECK	2010 SECOND AVE

Total Number of Events Listed: 27

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International Hotel Bar 1.1.2016 - 1.1.2017

11/13/2016	3:04 SI - BAR CHECK	122 N TURNER ST
11/26/2016	2:40 SI - BAR CHECK	122 N TURNER ST
11/27/2016	1:37 SI - BAR CHECK	122 N TURNER ST
12/3/2016	2:09 SI - BAR CHECK	122 N TURNER ST
12/4/2016	2:35 SI - BAR CHECK	122 N TURNER ST
12/10/2016	2:47 SI - BAR CHECK	122 N TURNER ST
12/19/2016	1:36 SI - FIELD CONTACT	122 N TURNER ST
1/1/2017	3:34 DISTURBANCE -	122 N TURNER ST

Total Number of Events Listed: 48









# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## LIQUOR LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT

DATE: December 27, 2016

FROM: CITY CLERK'S OFFICE

RE: LIQUOR LICENSE ACTION – RENEWALS

NOTICES RECEIVED AT CLERKS OFFICE: 12/01/16 – 12/26/16 (60 DAY DUE DATE 01/30/17)

DATE RESPONSE DUE: 01/17/2017 for City Council Meeting of 01/23/2017

Lic. #	DBA	License Type	Licensee	Premises Address
328	Drop In Lounge	Beverage Dispensary	N & P Enterprises, LLC	1420 S. Cushman St.
4880	Friar Tuck's Hoagie House	Restaurant/Eating Place	Joshua & Stafford Roach	427 Merhar Ave., #2
2982	Carlson Community Center	Recreational Site	SMG of Alaska, Inc.	2010 Second Ave.
556	International Hotel & Bar	Beverage Dispensary	Dakota Ventures, Inc.	122 N. Turner St.
725	Midnite Mine	Beverage Dispensary	Borealis Investments, Inc.	308 Wendell Ave.
2124	McCoy's on 28th	Beverage Dispensary	636, LLC	636 28th Ave. (upstairs)

NO PROTEST:       PROTEST

REASONS OR COMMENTS: Fire Department protests the renewal of license #2124, D.B.A. McCoy's on 28<sup>th</sup>. Please see attached memorandum from Deputy Fire Marshal Green.

Fire Department has no objections to all other licenses on this form.

DEPARTMENT  
SIGNEE:

SIGNATURE

1/17/16  
DATE



# Fairbanks Fire Department

1101 Cushman Street, Fairbanks, AK. 99701-4620  
(907) 450-6600 Fax (907) 450-6666  
fire@ci.fairbanks.ak.us



## MEMORANDUM

**DATE:** January 17, 2017  
**TO:** Chief Jim Styers  
**FROM:** Deputy Fire Marshal Kyle Green  
**SUBJECT:** Recommend Fire Department protest to renewal of Liquor License #2124, D.B.A. McCoy's on 28<sup>th</sup> Avenue

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The City Clerk's Office provided us with a list of facilities to review for purpose of the renewals of various liquor licenses on December 27, 2016.

The Fire Prevention Office has no issues (protest) for any of them **EXCEPT...**

The Fire Prevention Office recommends protest of Liquor License #2124, D.B.A. McCoy's on 28<sup>th</sup> based on...

**"Non-compliance with Fire Code requirements"**

In *reverse* chronological order:

- 1) 2016-08-02 A fire inspection was initiated on this date as part of the requirements for liquor license renewal review/approval by the Fire Department/Fire Prevention Office. The initial inspection report found sixteen (16) fire code violations. Additional scheduled re-inspections occurred on 09/29/2016 and 11/17/2016. As of the November inspection, six fire code violations still exist.

In brief, these remaining violations are:

- a. Fire alarm system has deficient components that require repair or replacement, does not monitor the status of the sprinkler system, and is required to report to an approved monitoring agency.
- b. Sprinkler coverage is incomplete and has not been extended to new additions or alterations of the building made recently and over the past many years. Sprinkler system is a required component of the building because of type of construction and has been required since the original construction in 1979.

- c. Sprinkler system has deficient components, other than previously mentioned, that require repair or replacement.

Approximately seven violations found during the 2016 initial inspection were deficiencies still outstanding from the last set of inspections done on March 12, 2015. The deficiencies include the above remaining three.

*Note on item C above;* this item has been a contested issue with the current building owner since an expansion to the bar was done in 2000. The building owner (Mr. Kelsch) contends that the sprinkler heads do not need to be extended into the areas currently lacking protection because the system was signed off and approved when the building was originally built in 1977. File research and review of the available files located at the Building and Fire Departments would indicate this is not true. The original system plans were signed off. The plans clearly show sprinkler coverage throughout. On these plans from 1977, no notations were made, nor exist in any other correspondence about areas that were not sprinklered. This building is required to have full sprinkler protection because of the type and methods used for constructing the building.

The lack in coverage most likely developed during another remodel on or around 1983. The files indicate that these incomplete coverage areas were not identified by the Fire Department until 1986 during a fire inspection. The file does not indicate why the Fire Department did not know about the incomplete protecting during the plan review in 1983. Possible issues of the ownership changes and the fact the new ownership at the time was taking over an incomplete constructed building that they were just renovating may be to blame.

- 2) 2015-01-05 Ownership of the business changed to Mr. John McCoy (building is still owned by Mr. Randall Kelsch). At the request of Mr. McCoy a new inspection was done on this date in January 2015 to bring the new business owner up to speed on the outstanding deficiencies that were written up as part of the fire inspection originally done as part of the 2014 fire inspection for liquor license renewal (see item 3 below). This inspection, on January 5, 2015 found sixteen fire code violations. Additional follow-ups were completed on February 20, 2015 and March 12, 2015. By the March inspection, only seven of the fire code violations had been corrected. Mr.

McCoy explained that the business would be closing over the summer for renovations and that the remaining nine fire code violations would be corrected.

- 3) 2014-04-11 A fire inspection was initiated on this date as part of the requirements for liquor license renewal review/approval by the Fire Department/Fire Prevention Office for this cycle. This inspection found 18 violations of the fire code. Additional visits were done and documented on May 9, 2014, July 29, 2014, September 9, 2014, and a letter issued on September 15, 2014. By the time the September 15, 2014 letter was issued, seven violations of the fire code remained. Three of these violations still exist and are noted on the 2015 and 2016 fire inspection reports. Follow-up for the deficiencies noted in the September 9<sup>th</sup> letter was due October 15, 2014. When no response was received by the Fire Prevention Office, contact and meetings were attempted with the building and/or business owner(s). Eventually the Fire Prevention Office was contacted by Mr. McCoy and an inspection was scheduled for January 5, 2015 as noted above.

The building owner is currently appealing the 2016 Fire Inspection Report at the administrative level (written appeal to the Fire Prevention Office). A meeting has been scheduled with the building and restaurant owner on Friday January 20, 2017 at 10AM to review the Fire Prevention Office's findings regarding the appeal. If the owners reject the findings, they have the right to appeal to the Building Code Review and Appeals Commission per section 204 of the 2015 City of Fairbanks Administrative Code as adopted by Ordinance 6021.

The Fire Prevention Office will follow-up with you upon completion of the meeting on Friday to discuss the meeting and any agreements made by any of the parties. This will hopefully allow a current update to the City Council at the meeting scheduled on the 23<sup>rd</sup>.


Please advise if you have any further questions.

# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

---

TO: Mayor Jim Matherly and City Council Members  
FROM: D. Danyielle Snider, CMC, City Clerk   
SUBJECT: Transfer of Liquor License Ownership & Name Change  
DATE: January 18, 2017

---

An application has been received from the State of Alaska Alcohol and Marijuana Control Office for transfer of ownership for the following applicant:

License Type: Beverage Dispensary, License #270  
D.B.A.: **Lavelle's Taphouse**  
Licensee/Applicant: Lavelle's Taphouse, LLC  
Physical Location: 414 2nd Avenue, Fairbanks, Alaska

From/DBA: Arlette Eagle-Lavelle / Lavelle's Taphouse  
Location: 414 2nd Avenue, Fairbanks, Alaska

Corp/LLC Agent:	Address	Phone	Date/State of Ltd Partner/Corp	Good Standing?
Lavelle's Taphouse Arlette Eagle-Lavelle	828 8th Avenue Fairbanks, AK 99701	907-378-2233	10/12/2016 – AK	Yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/ Director:	Address	Phone	Title/Shares (%)
Arlette Eagle-Lavelle	828 8th Avenue Fairbanks, AK 99701	907-378-2233	100%

Pursuant to FCG Sec. 14-178 the Council must determine whether or not to protest the liquor license action after holding a public hearing.


Please note that there are **no departmental objections** to this transfer.

# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, City Clerk

---

TO: Mayor Jim Matherly and City Council Members  
FROM: D. Danyielle Snider, CMC, City Clerk   
SUBJECT: Application for New Marijuana Cultivation Facility License  
DATE: January 18, 2017

---

Attached you will find a notification from the Alcohol and Marijuana Control Office (AMCO) of an application for a new marijuana cultivation facility license along with additional information for the following applicant:

License #: **10958**  
License Type: **Standard Marijuana Cultivation Facility**  
D.B.A.: Green Life Supply, LLC  
Licensee/Applicant: Green Life Supply, LLC  
Physical Location: 511 30th Avenue, Fairbanks Alaska

Pursuant to 3 AAC 306.060, the Council must determine whether or not to protest the marijuana license action after holding a public hearing.

This application for a new license has been advertised in the Fairbanks Daily News Miner, and a notice of the date, time and place of the public hearing has been mailed to all property owners within 500 feet of the proposed marijuana establishment.

The Building and Fire Departments recommend that this license be protested until a Certificate of Occupancy is issued. There are **no other departmental objections** to the issuance of the license.



# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## ALCOHOL AND MARIJUANA CONTROL OFFICE MARIJUANA LICENSE RESPONSE FORM

TO:  FINANCE DEPARTMENT  
 BUILDING DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT

DATE: 12/20/2016

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION – NEW CULTIVATION LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 12/20/2016 (60 DAY DUE DATE 02/18/2017)

DATE RESPONSE DUE: 01/17/2017 for City Council Meeting of 01/23/2017

License #: 10958  
License Type: Standard Marijuana Cultivation Facility  
D.B.A.: Green Life Supply, LLC  
Licensee/Applicant: Green Life Supply, LLC  
Physical Location: 511 30th Avenue, Fairbanks, Alaska

Corp/LLC Agent:	Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Green Life Supply, LLC Nathan Davis	863 6th Avenue Fairbanks, AK 99701	907-795-0515	08/15/2016 – Alaska	Yes

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Nathan Davis	01/22/1979	863 6th Avenue Fairbanks, Alaska 99701	907-795-0515	Member / 80%
Jameson Johnson	06/05/1983	525 Sprucewood Road Fairbanks, Alaska 99709	907-350-8199	Member / 10%
Dayton MacCallum	09/13/1978	2375 Wildflower Lane North Pole, Alaska 99705	907-322-5310	Member / 10%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST  
REASONS:

*UNTIL CERTIFICATE OF OCCUPANCY  
IS ISSUED*

DEPARTMENT SIGNEE:

*[Handwritten Signature]*  
(Signature)

*1 CLEMENS ST CLOUTEN*  
(Printed Name)





# City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

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

## ALCOHOL AND MARIJUANA CONTROL OFFICE MARIJUANA LICENSE RESPONSE FORM

- TO:  FINANCE DEPARTMENT  
 BUILDING DEPARTMENT  
 FIRE DEPARTMENT  
 POLICE DEPARTMENT

DATE: 12/20/2016

FROM: CITY CLERK'S OFFICE

RE: MARIJUANA LICENSE ACTION – NEW CULTIVATION LICENSE APPLICATION

DATE NOTICE RECEIVED AT CLERKS OFFICE: 12/20/2016 (60 DAY DUE DATE 02/18/2017)

DATE RESPONSE DUE: 01/17/2017 for City Council Meeting of 01/23/2017

License #: 10958  
 License Type: Standard Marijuana Cultivation Facility  
 D.B.A.: Green Life Supply, LLC  
 Licensee/Applicant: Green Life Supply, LLC  
 Physical Location: 511 30th Avenue, Fairbanks, Alaska

Corp/LLC Agent:	Address	Phone	Date and State of Ltd Partner/Corp	Good standing?
Green Life Supply, LLC Nathan Davis	863 6th Avenue Fairbanks, AK 99701	907-795-0515	08/15/2016 – Alaska	Yes

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Nathan Davis	01/22/1979	863 6th Avenue Fairbanks, Alaska 99701	907-795-0515	Member / 80%
Jameson Johnson	06/05/1983	525 Sprucewood Road Fairbanks, Alaska 99709	907-350-8199	Member / 10%
Dayton MacCallum	09/13/1978	2375 Wildflower Lane North Pole, Alaska 99705	907-322-5310	Member / 10%

### ADDITIONAL COMMENTS:

NO PROTEST:  
COMMENTS

PROTEST

REASONS: Recommend protest until Final Inspections have been completed and Certificate of Occupancy is issued by the Building Department.

DEPARTMENT SIGNEE:

*Jameson Johnson*  
(Signature)

1 1/9/17  
(Printed Name)

NOTE: THIS COMPLETED FORM MUST BE RETURNED TO THE CITY CLERK'S OFFICE BY THE DATE INDICATED ABOVE. YOU MAY E-MAIL OR FAX (459-6710) THE FORM.

IF YOU HAVE ANY QUESTIONS CALL OUR OFFICE AT 459-6774. THANK YOU.



MEMORANDUM

TO: City of Fairbanks Council

FROM: D. Christine Nelson, AICP *DCN*  
Community Planning Director

DATE: January 3, 2017

SUBJECT: Green Life Supply LLC – Standard Cultivation Facility License #10958

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A “marijuana cultivation facility, indoor unlimited” is a listed conditional use in the Light Industrial (LI) zoning district pursuant to FNSBC 18.72.020.B.4. The applicant was issued a conditional use permit # CU2016-015 to use 13,032 square feet of an existing warehouse for such a facility.

The proposed marijuana establishment is not located within any known sensitive use buffers listed in FNSBC 18.96.240.A.3. However, a lot owned by the Fairbanks Native Association is located approximately 400 feet from the proposed marijuana establishment and contains at least two sensitive uses, each with 100-foot buffers. The sensitive uses include a “youth center” called Johnson O’Malley and a “facility providing substance abuse use treatment” called Ralph Perdue Center. Please see the attached map identifying approximate distances.

FNSBC 18.96.240.A.3 addresses buffer distances for commercial marijuana establishments. More specifically, FNSBC 18.96.240.A.3.c establishes the distance of 100 feet from “youth centers, group homes serving persons ages 18 and under, public swimming pools, state licensed day care facilities, arcades, state licensed substance use treatment provider or facility providing substance abuse use treatment, church buildings and residential zones (RE, RR, SF, TF, MF, MFO).”

Buffer distances are measured from the lot line of the lot containing the sensitive use or zone to the commercial marijuana establishment (building) in accordance with FNSBC 18.96.240.A.3.d.

Additionally, please note that the Mitchell Expressway to the north of the property is a “controlled access facility” that bisects the marijuana establishment’s 500-foot buffer pursuant to FNSBC 18.96.240.A.3.e, which states that “buffer distance measurements shall not extend beyond the ordinary high water (OHW) mark of a river or lake or beyond the nearest edge of a right-of-way (ROW) of a controlled access facility.”



# Fairbanks North Star Borough

## All Data Report

PAN# 0087424  
Printed on: 12/27/2016

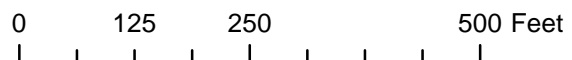


### Property Information for PAN#: 0087424

PROPERTY DESCRIPTION: REES, LOT: 01A  
OWNER: Ccm Investments Llc  
SITUS ADDRESS: 511 Thirtieth Ave  
ZONING: LI (100%)  
COMMUNITY PLANNING PERMITS:  
Conditional Use: 20160015  
Conditional Use: 20160016  
Variance: 19950013  
Variance: 19990002  
Zoning: 17542

### 500' Buffer Map

**GREEN LIFE SUPPLY LLC**  
Marijuana License - New - #10958  
Standard Cultivation Facility



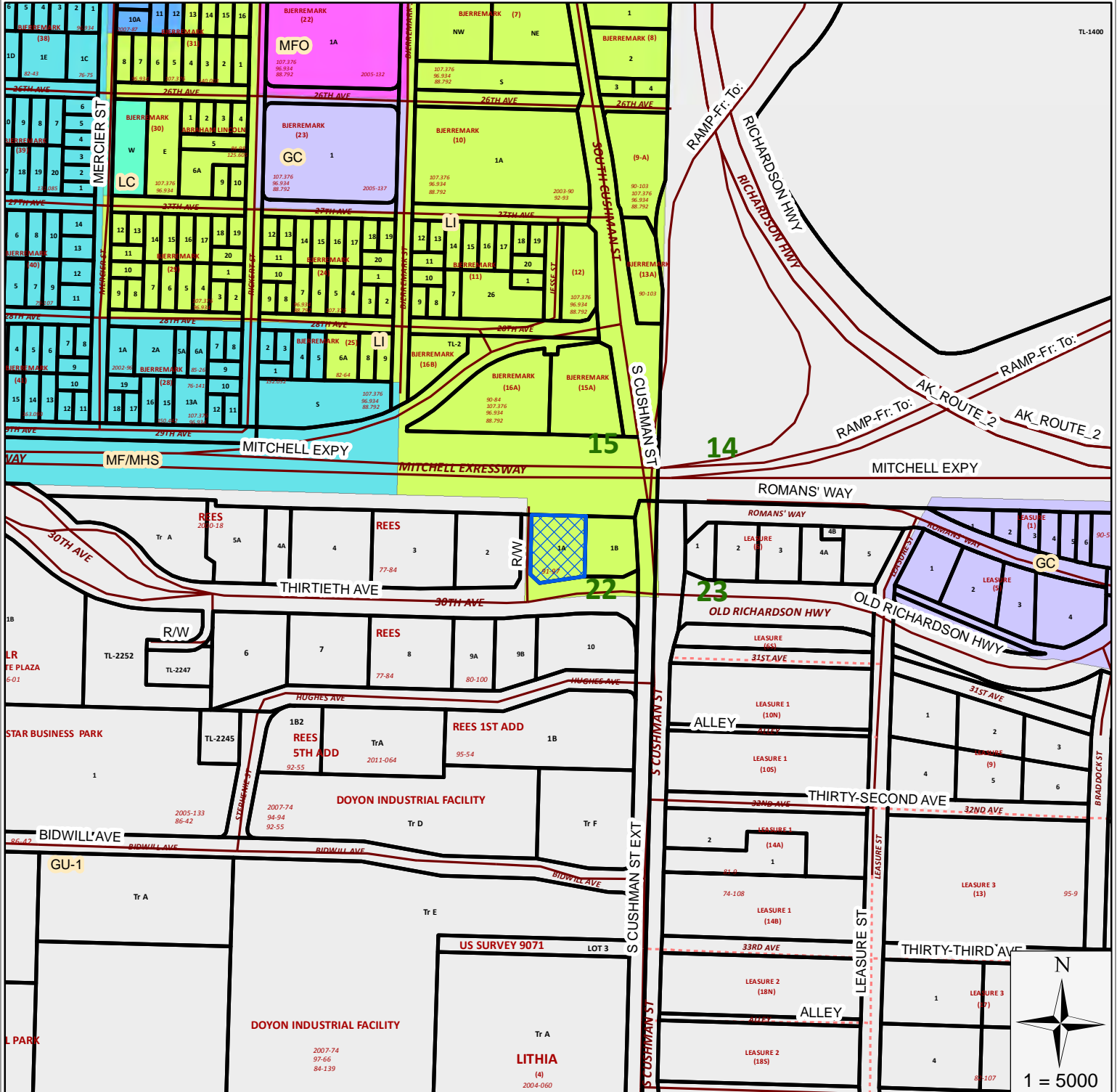


# Fairbanks North Star Borough

## All Data Report

PAN# 0087424

Printed on: 12/27/2016

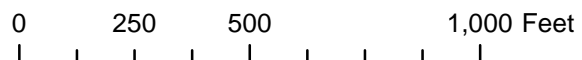


### Property Information for PAN#: 0087424

PROPERTY DESCRIPTION: REES, LOT: 01A  
 OWNER: Ccm Investments Llc  
 SITUS ADDRESS: 511 Thirtieth Ave  
 ZONING: LI (100%)  
 COMMUNITY PLANNING PERMITS:  
 Conditional Use: 20160015  
 Conditional Use: 20160016  
 Variance: 19950013  
 Variance: 19990002  
 Zoning: 17542

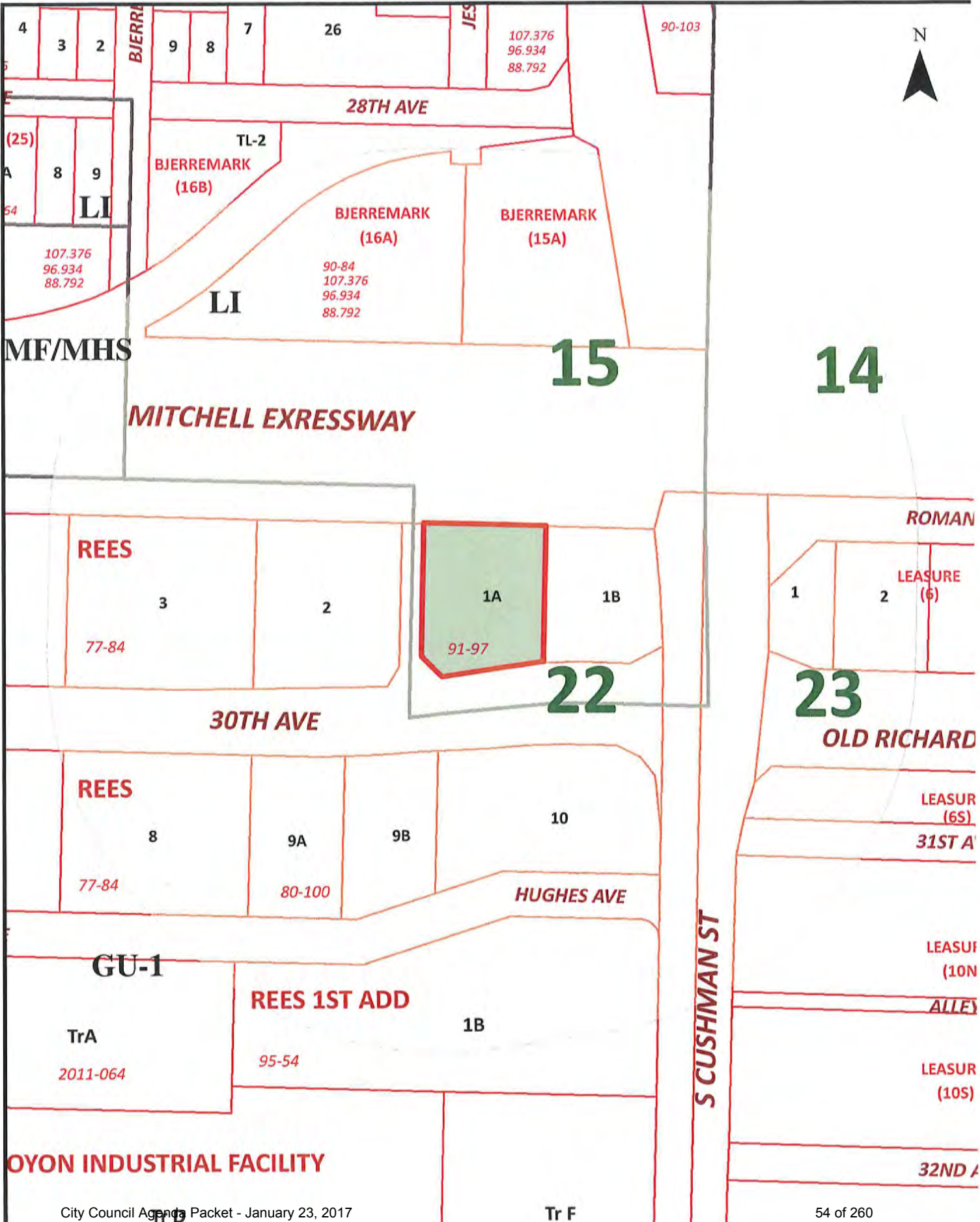
### Proximity and Zoning Map

**GREEN LIFE SUPPLY LLC**  
**Marijuana License - New - #10958**  
**Standard Cultivation Facility**





0 125 250 500 Feet



Greenlife Supply—List of lots and parcels within 500 feet

Bjerrmark subdivision 16a-15a-TI-2—Alaska steele

Rees subdivision lot 4—AT&T

Rees subdivision lot 3—Advance printing

Rees subdivision lot 2—Novus Speedy glass

Rees subdivision lot 1b—Vacant warehouse

Rees subdivision lot 6—Arctic sign

Rees subdivision lot 7—Arctic fire and safety

Rees subdivision lot 8—Air gas

Rees subdivision lots 9a,9b—Santas stitches

Rees subdivision lot 10—6 Roblees

Rees subdivision 1<sup>st</sup> addition lot TRA,lot1b—fairbanks native association

Leisure lot 1,2—Fox Blocks—Leisure lot4a,4b,5—Fronyier glass(vacant)

Leisure 65—vacant warehouse

Leisure 1(10n)—Bridgestone tire

Leisure 1(10s)—Cooper tires



## NOTICE OF DECISION RE: CU2016-015

August 5, 2016

Nathan Davis DBA Green Life Supply  
501 Crestwood Drive  
Wasilla, AK 99654  
Via Email: greenlifealaska@gmail.com

Dear Mr. Davis:

At its regular meeting of August 2, 2016 the Planning Commission of the Fairbanks North Star Borough considered your request for conditional use approvals of a marijuana cultivation facility, indoor unlimited and marijuana product manufacturing facility, unlimited in the Light Industrial (LI) zone on Lot 1A, Rees Subdivision (511 30<sup>th</sup> Ave).

The Commission voted six (6) in favor, zero (0) opposed, to **approve** your request. Further, it adopted the Staff Report and following Conditions and Findings of Fact in support of its decision:

### CONDITIONS

1. The applicant or holder of this conditional use permit shall comply with all applicable land use related laws. Applicable permits and approvals may include but are not limited to:
  - a. As required by the FNSB and the Department of Commerce, Community, and Economic Development (Alcohol and Marijuana Control Office), the applicant or holder of this conditional use permit shall ensure the site meets all licensing requirements for a commercial marijuana cultivation facility.
  - b. The applicant or holder of this conditional use permit shall obtain a formal plan review by the City of Fairbanks Building Department and Fire Department and shall comply with all recommendations and/or requirements resulting from the plan review.
  - c. The applicant or holder of this conditional use permit shall obtain a written wastewater control plan review by Golden Heart Utilities and shall comply with all requirements and/or recommendations resulting from the plan review.
2. No outdoor storage of marijuana, marijuana products and hazardous substances shall be allowed pursuant to FNSBC 18.50.300 (A) (4). All marijuana or marijuana products shall be stored inside secure facilities.
3. Indoor cultivation, drying, and processing rooms or portions of the building shall be equipped with appropriately sized odor filtration systems to eliminate odor from the cultivation and processing operations.
4. If any modifications are made to the site plan, floor plan, or other FNSB required documents, the Applicant or holder of this conditional use permit shall submit revised documents to the FNSB Community Planning Department. If substantial modifications are made to these documents or to the operation of the marijuana cultivation establishment, an amendment to the Conditional Use Permit may be required pursuant to FNSBC 18.54.030 (D).

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.



## FINDINGS OF FACT

1. The proposed conditional use will conform to the intent and purpose of Title 18 and of other ordinances and state statutes because it will conform to Title 18 requirements as a conditional use in the LI zone.
  - a. The purpose of Title 18 will be met because the Fairbanks North Star Borough Comprehensive Plan Land Use Goal 3 and Economic Development Goal 2 are being enhanced with the development of this site as a marijuana cultivation facility.
  - b. The intent of Title 18 will be met because with the conditions imposed, the conditional use will both protect private property rights and promote public health, safety, and welfare.
  - c. 3 AAC 306 governs the state licensing and operational standards for marijuana facilities. Title 18 requires that a borough permitted commercial marijuana facility obtain a license pursuant to all state regulations. The Applicant has provided information sufficient to show they intend to meet the state regulations and to apply for a state issued license.
2. With the conditions imposed, there are adequate existing energy and transportation facilities serving the site and other public services are available to serve the proposed conditional use.
  - a. The site is served by City of Fairbanks sewer and water.
  - b. The site is served by City of Fairbanks Police and Fire Department.
  - c. The site is currently connected to the GVEA grid and will provide sufficient energy supply for indoor cultivation activities.
  - d. Seventeen (17) off-street parking spaces and a loading area have been provided on-site, which are adequate for the proposed cultivation conditional use.
  - e. 30<sup>th</sup> Avenue is a major collector type roadway maintained by the City of Fairbanks. Traffic generated by the cultivation conditional use is expected to be limited and 30<sup>th</sup> Avenue has sufficient capacity to accommodate the additional trips generated by this conditional use.
3. With the conditions imposed, the proposed conditional use will protect public health, safety, and welfare as the facility will comply with Title 18 standards for the LI zone and Standards for Commercial Marijuana Establishments (FNSBC 18.38 and 18.50.300, respectively) as well as state requirements for a commercial marijuana cultivation facility.
  - a. Security systems, alarms, locks, cameras and lighting will meet state regulations required to obtain a commercial marijuana cultivation license.
  - b. Any solid or liquid waste including marijuana plant waste will be disposed of according to state regulations.
  - c. Odor will be mitigated with appropriately sized odor filtration systems on cultivation, drying, and processing facilities.
  - d. Businesses and industries surrounding the property already experience similar noise and lighting levels.

- f. Security systems, alarms, locks, cameras and lighting will meet state regulations required to obtain a commercial marijuana cultivation license.
- g. Any solid or liquid waste including marijuana plant waste will be disposed of according to state regulations.
- h. Odor will be mitigated with appropriately sized odor filtration systems on cultivation, drying, and processing facilities.
- i. Businesses and industries surrounding the property already experience similar noise and lighting levels.

A separate Agreement to Conditions is attached to this letter for your signature. One set has been provided to the owner, one to the applicant. Please read the Agreement carefully as they must be adhered to for this approval to be valid. Please sign and return the enclosed agreement within fifteen (15) days from the date of the decision of the administrative body.

Public notice signs must be returned within 10 days. Upon receipt, in good condition, we will promptly initiate a refund of the \$150.00 sign deposit.

**This decision may be appealed in writing to the Office of the Borough Clerk within fifteen (15) days from the date of the decision to the Fairbanks North Star Borough Board of Adjustment.**

If you have any questions regarding this matter, please feel free to contact the Department of Community Planning, Division of Planning and Zoning, 809 Pioneer Road, or call 459-1260.

Sincerely,



D. Christine Nelson, AICP  
Community Planning Director

DCN/dw

Cc: CCM Investments LLC, 1639 South Lane Street, Seattle, WA 98144 2809



**AGREEMENT TO CONDITIONS**

Comm. Planning Dept  
AUG 18 2016  
RECEIVED

CONDITIONAL USE: CU2016-015

PROPERTY OWNER: CCM Investments LLC  
1639 South Lane Street  
Seattle, WA 98144 2809

APPLICANT: Nathan Davis DBA Green Life Supply  
501 Crestwood Drive  
Wasilla, AK 99654

**LEGAL DESCRIPTION OF PROPERTY:**

Lot 1A, Rees Subdivision


**DATE APPROVED BY THE FAIRBANKS NORTH STAR BOROUGH PLANNING COMMISSION:**

August 2, 2016


**CONDITIONS OF APPROVAL:**

1. The applicant or holder of this conditional use permit shall comply with all applicable land use related laws. Applicable permits and approvals may include but are not limited to:
  - a. As required by the FNSB and the Department of Commerce, Community, and Economic Development (Alcohol and Marijuana Control Office), the applicant or holder of this conditional use permit shall ensure the site meets all licensing requirements for a commercial marijuana cultivation facility.
  - b. The applicant or holder of this conditional use permit shall obtain a formal plan review by the City of Fairbanks Building Department and Fire Department and shall comply with all recommendations and/or requirements resulting from the plan review.
  - c. The applicant or holder of this conditional use permit shall obtain a written wastewater control plan review by Golden Heart Utilities and shall comply with all requirements and/or recommendations resulting from the plan review.
2. No outdoor storage of marijuana, marijuana products and hazardous substances shall be allowed pursuant to FNSBC 18.50.300 (A) (4). All marijuana or marijuana products shall be stored inside secure facilities.
3. Indoor cultivation, drying, and processing rooms or portions of the building shall be equipped with appropriately sized odor filtration systems to eliminate odor from the cultivation and processing operations.
4. If any modifications are made to the site plan, floor plan, or other FNSB required documents, the Applicant or holder of this conditional use permit shall submit revised documents to the FNSB Community Planning Department. If substantial modifications are made to these documents or to the operation of the marijuana cultivation establishment, an amendment to the Conditional Use Permit may be required pursuant to FNSBC 18.54.030 (D).

I understand that the holder of this permit is required to comply with all other applicable laws, including city, borough, state and federal laws



Signature of **applicant** acknowledging and agreeing to abide by the conditions above.



Signature of **property owner** acknowledging and agreeing to abide by the conditions above.

**CU2016-015:** A request by Nathan Davis DBA Green Life Supply on behalf of CCM Investments LLC for conditional use approval of a commercial marijuana cultivation facility, indoor unlimited in the Light Industrial (LI) zone on Lot 1A, Rees Subdivision (located at 511 30th Ave, on the northwest corner of 30th Avenue and South Cushman Street).

# Alcohol & Marijuana Control Office

**License Number:** 10958

**License Status:** New

**License Type:** Standard Marijuana Cultivation Facility

**Doing Business As:** GREEN LIFE SUPPLY LLC

**Business License Number:** 1041284

**Designated Licensee:** Nathan Davis

**Email Address:** greenlifealaska@gmail.com

**Local Government:** Fairbanks (City of)

**Community Council:**

**Latitude, Longitude:** 64.819854, -147.712815

**Physical Address:** 511 30th ave.  
Fairbanks, AK 99701  
UNITED STATES

### Licensee #1

**Licensee Type:** Entity

**Alaska Entity Number:** 10040751

**Alaska Entity Name:** Green Life Supply, LLC

**Phone Number:** 907-795-0515

**Email Address:** greenlifealaska@gmail.com

**Mailing Address:** 863 6th ave.  
fairbanks, AK 99701  
UNITED STATES

### Affiliate #1

**Licensee Type:** Individual

**Name:** Dayton MacCallum

**SSN:** [REDACTED]

**Date of Birth:** 09/13/1978

**Phone Number:** 907-322-5310

**Email Address:** dmaccustoms@yahoo.com

**Mailing Address:** 2375 Wildflower Ln.  
North Pole, AK 99705  
UNITED STATES

### Affiliate #2

**Licensee Type:** Individual

**Name:** Nathan Davis

**SSN:** [REDACTED]

**Date of Birth:** 01/22/1979

**Phone Number:** 907-795-0515

**Email Address:** greenlifealaska@gmail.com

**Mailing Address:** 863 6th ave.  
Fairbanks, AK 99701  
UNITED STATES

### Affiliate #3

**Licensee Type:** Individual

**Name:** Jameson Johnson

**SSN:** [REDACTED]

**Date of Birth:** 06/05/1983

**Phone Number:** 907-350-8199

**Email Address:** kodiak.johnson@yahoo.com

**Mailing Address:** 525 Sprucewood Rd.  
fairbanks, AK 99709  
UNITED STATES



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
 marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

**Items that are submitted without this page will be returned in the manner in which they were received.**

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply, LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p style="font-size: 2em; font-family: cursive;">MJ-02</p>
-----------------	--

#### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
----------------	------------------------	----------------



## Alaska Marijuana Control Board Form MJ-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). Your diagram must show all entrances and boundaries of the premises, restricted access areas, and storage areas, and dimensions. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex. For those applying for a limited marijuana cultivation license, the proposed area(s) for cultivation must be clearly delineated.

The second page of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

**This form must be completed and submitted to AMCO's main office before any license application will be considered complete.**

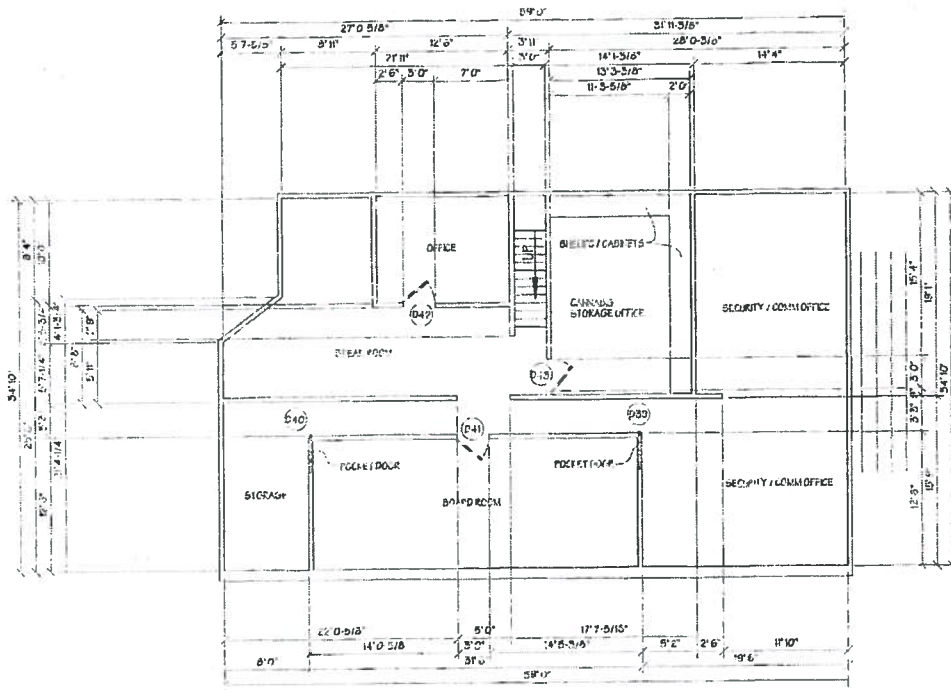
Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

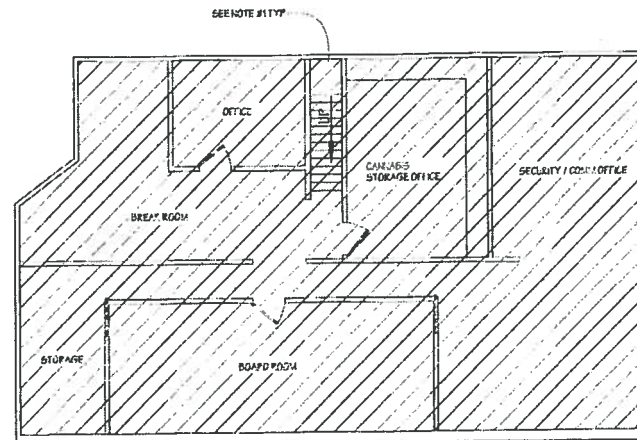
### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave				
City:	Fairbanks	State:	AK	ZIP:	99701

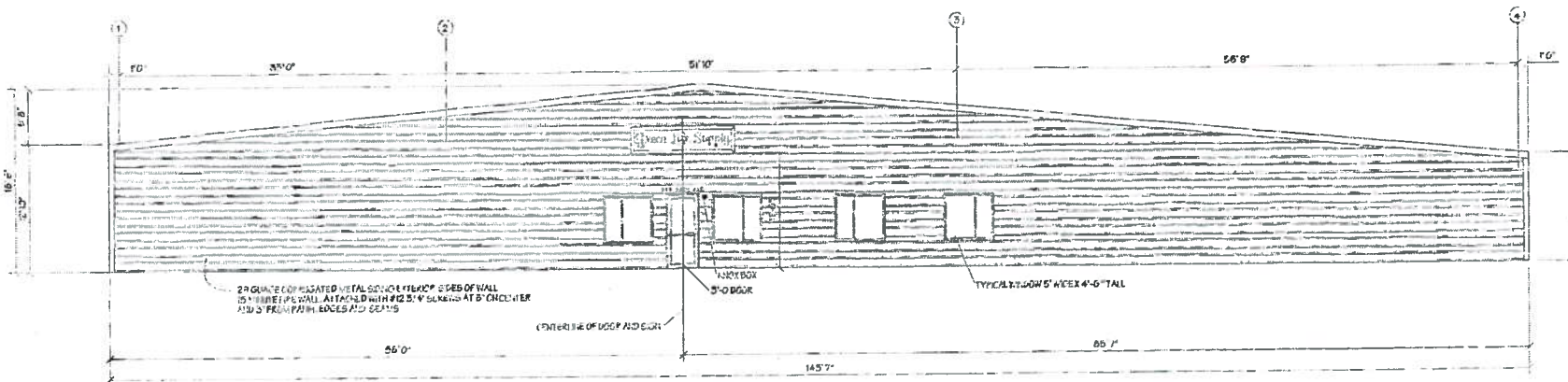


UPPER LEVEL FLOOR PLAN



UPPER LEVEL RESTRICTED PUBLIC ACCESS PLAN

NOTE - #1  
 All areas marked with hatching are restricted access areas. No public access.



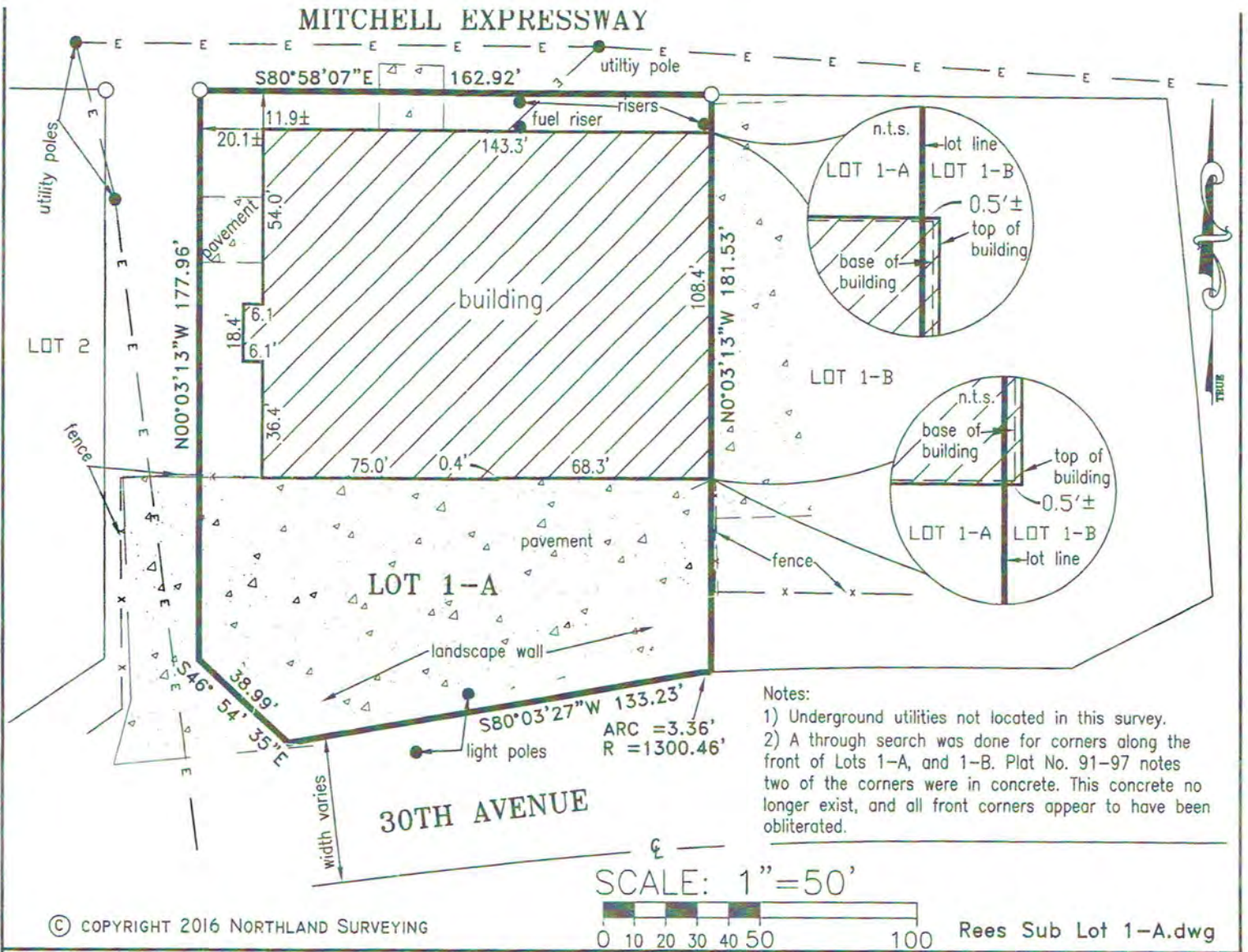
FRONT EXTERIOR ELEVATION

*William Davis*  
 ND

NO.	REVISION	DATE
1	PROG CALLOUT	12/15/16
2	RESTRICTED ACCESS	12/15/16
PROJECT TITLE		
Project: Life Support		
PROJECT NO: 17-00-P08		
SHEET NO: 30304HE-FRANKS-AF-89701		
SHEET TITLE		
EXISTING & PROPOSED RENOVATION		
DESIGNED BY:	DATE:	SCALE:
09/13/2016		AS SHOWN
APPROVED BY:	DATE:	SCALE:
		AS SHOWN
COPYING:	NO. OF SHEETS:	TOTAL SHEETS:
	THREE	THREE

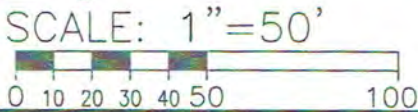






Notes:  
 1) Underground utilities not located in this survey.  
 2) A through search was done for corners along the front of Lots 1-A, and 1-B. Plat No. 91-97 notes two of the corners were in concrete. This concrete no longer exist, and all front corners appear to have been obliterated.

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Rees Sub Lot 1-A.dwg

DATE OF INSPECTION: 4-27-16 ADDRESS: 511 THIRTIETH AVE. SCALE: 1" = 50'

1.  $\circ$  = SYMBOLS FOR FOUND SURVEY MONUMENTATION  
 2. BEARINGS, DISTANCES AND EASEMENTS SHOWN HEREIN WERE TAKEN FROM PLAT OF RECORD, NO OTHER SOURCE WAS RESEARCHED.

PREPARED FOR: NATHAN DAVIS

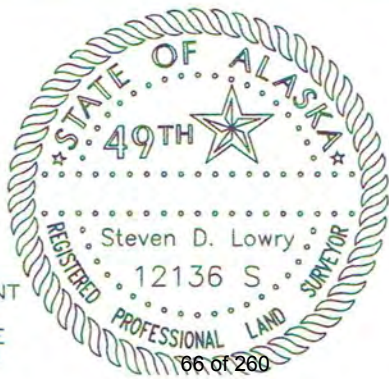
PREPARED BY: NORTHLAND SURVEYING, 326 DRIVEWAY ST, FAIRBANKS, AK 99701 (907)451-7411

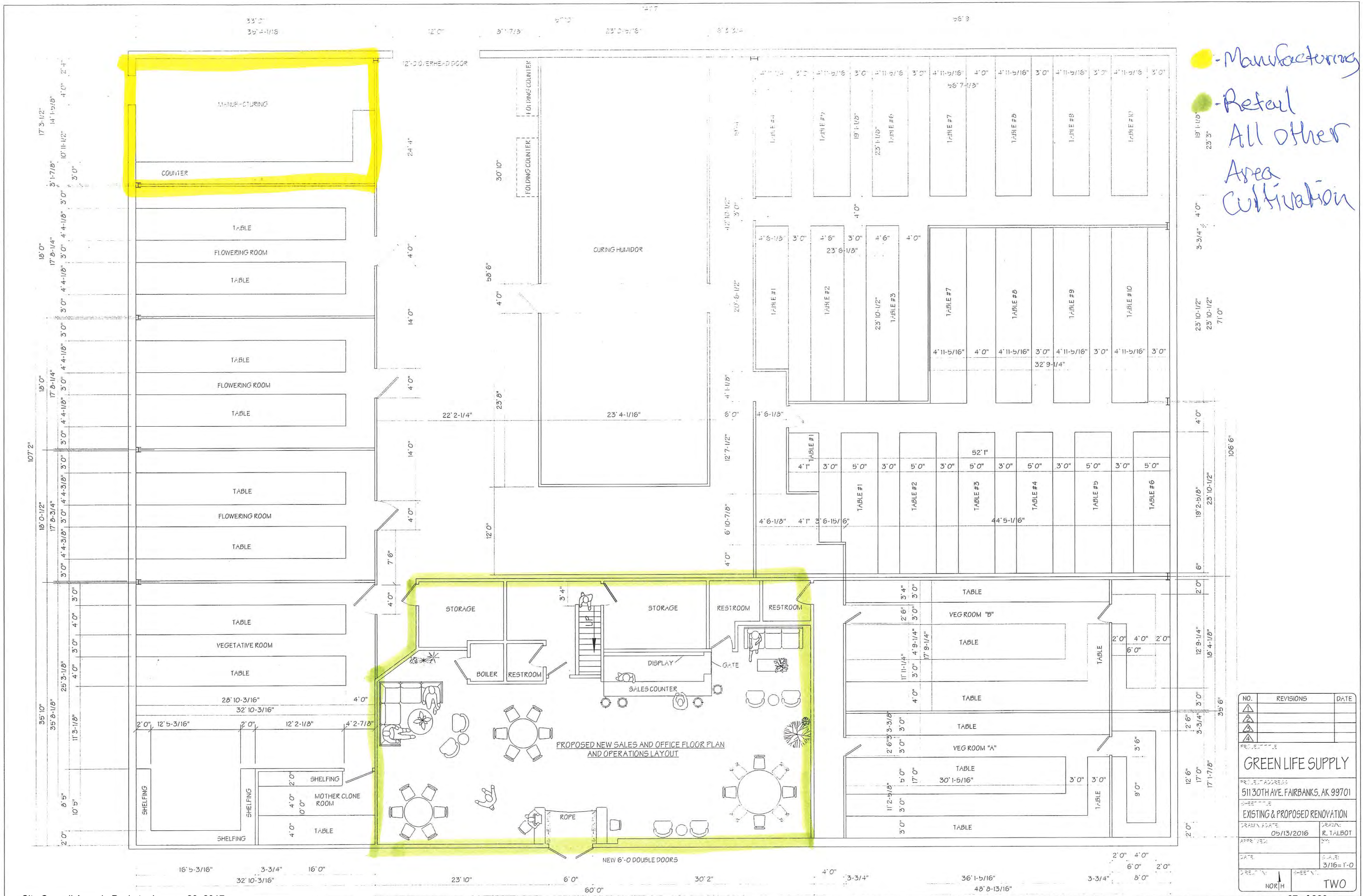
LEGAL DESCRIPTION: LOT 1A FROM THE REPLAT OF LOT 1 REES SUBDIVISION, PLAT NO. 91-97 F.R.D.

**MORTGAGE LOCATION SURVEY**

THIS MORTGAGE LOCATION SURVEY CONFORMS TO ASPLS MORTGAGE LOCATION SURVEY STANDARDS, AND IS A REPRESENTATION OF THE CONDITIONS THAT WERE FOUND AT THE TIME THE LOCATION SURVEY WAS PERFORMED. THIS DOCUMENT DOES NOT CONSTITUTE A COMPLETE RETRACEMENT SURVEY, AND IS SUBJECT TO ANY INACCURACIES THAT A SUBSEQUENT BOUNDARY SURVEY MAY DISCLOSE. THE INFORMATION CONTAINED HEREIN SHALL NOT BE USED TO ESTABLISH ANY FENCE, STRUCTURE, OR OTHER IMPROVEMENTS.

THIS MORTGAGE LOCATION SURVEY WAS PREPARED FOR NATHAN DAVIS, AND CAN ONLY BE USED FOR A SINGLE PROPERTY TRANSACTION. RE-USE OF THIS DRAWING BY THE ORIGINAL CLIENT OR BY OTHERS FOR ANY REASON AT A LATER DATE WITHOUT THE EXPRESS CONSENT OF NORTHLAND IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNLESS GROSS NEGLIGENCE IS DISCOVERED, THE LIABILITY EXTENT OF NORTHLAND SHALL BE LIMITED TO THE AMOUNT OF FEES COLLECTED FOR SERVICES IN PREPARATION OF THIS DOCUMENT.





- - Manufacturing
- - Retail
- All other Area Cultivation

NO.	REVISIONS	DATE
▲		
▲		
▲		
▲		

PROJECT: GREEN LIFE SUPPLY

PROJECT ADDRESS: 511 30TH AVE. FAIRBANKS, AK 99701

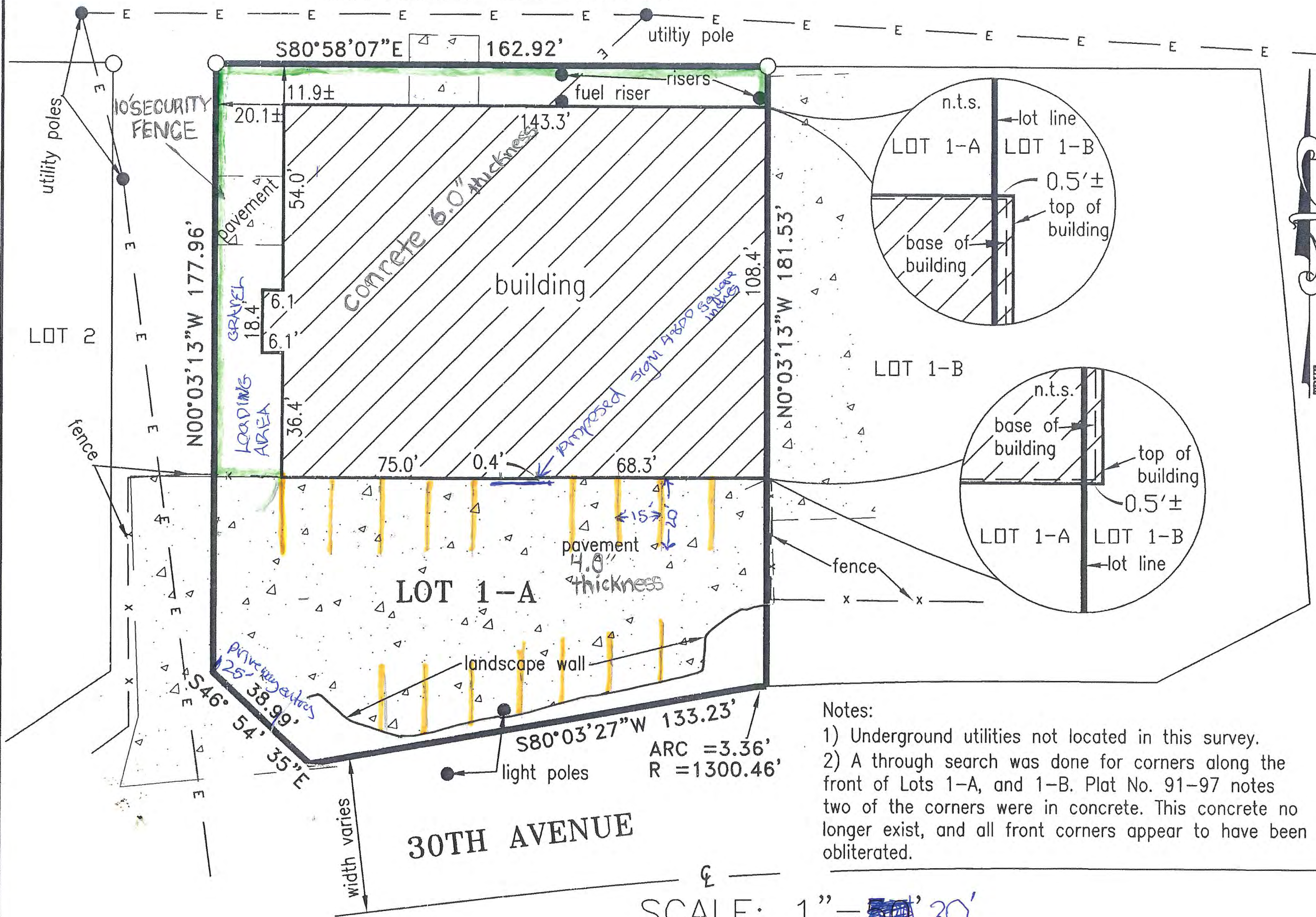
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DRAWN DATE: 05/13/2016 DRAWN: R. TALBOT

APPROVAL: DATE: 3/16=1'-0" SCALE: TWO

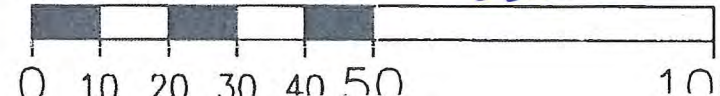
NORTH

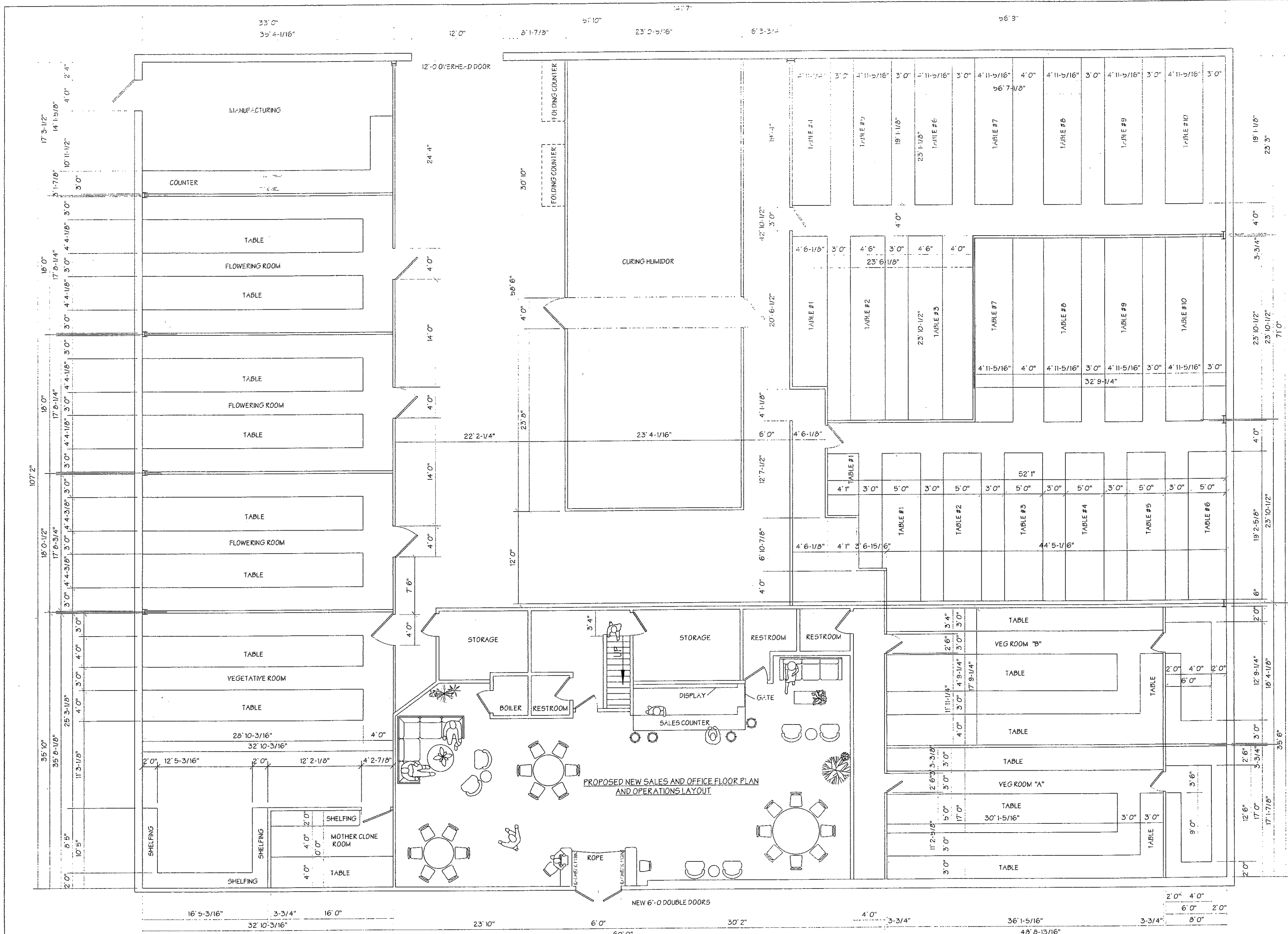
# MITCHELL EXPRESSWAY



- Notes:
- 1) Underground utilities not located in this survey.
  - 2) A through search was done for corners along the front of Lots 1-A, and 1-B. Plat No. 91-97 notes two of the corners were in concrete. This concrete no longer exist, and all front corners appear to have been obliterated.

SCALE: 1" = 30'





NO.	REVISIONS	DATE

PROJECT TITLE  
**GREEN LIFE SUPPLY**

PROJECT ADDRESS  
511 30TH AVE, FAIRBANKS, AK 99701

SHEET TITLE  
EXISTING & PROPOSED RENOVATION

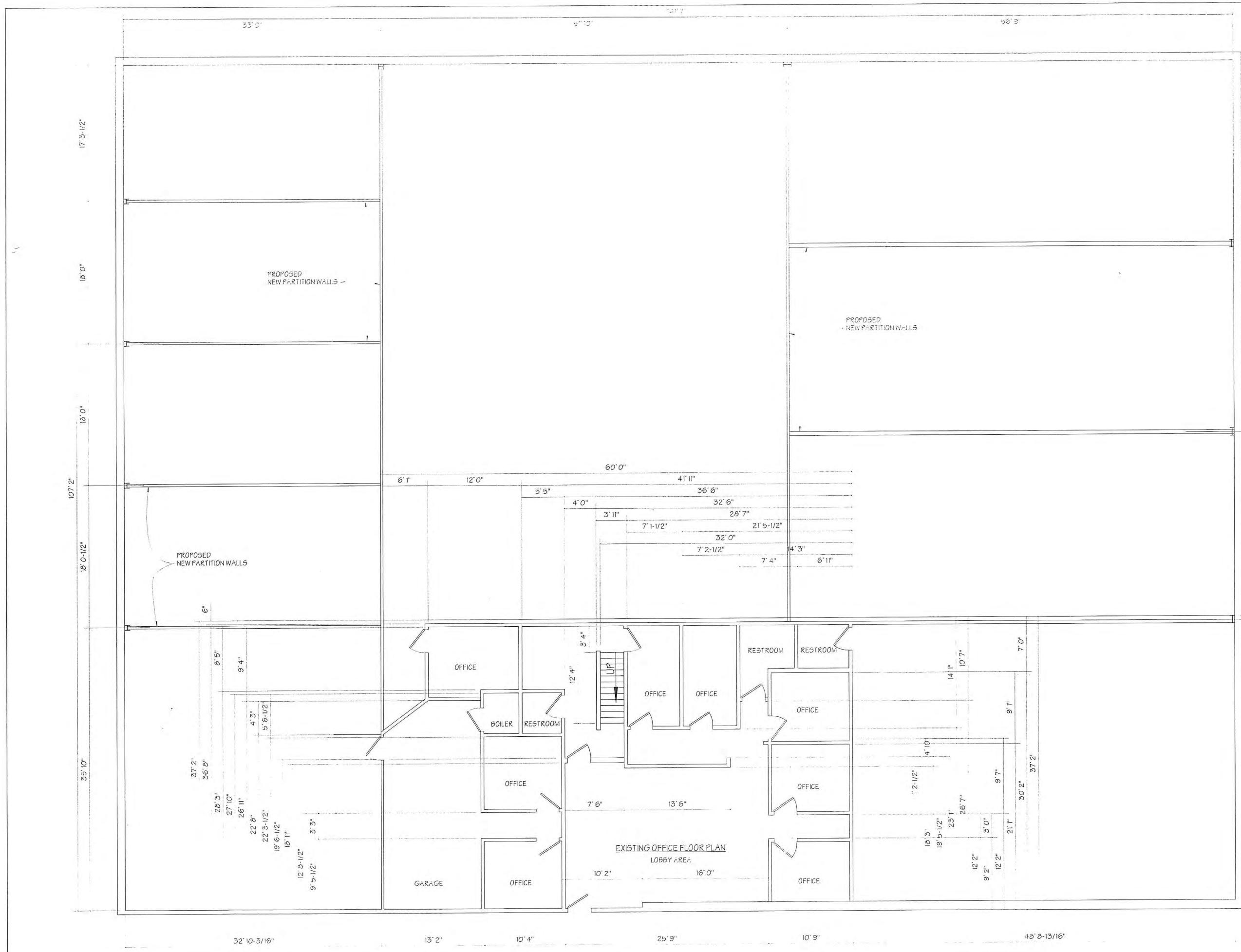
DRAWN DATE: 05/13/2016      DRAWN: R. TALBOT

APPROVED:      BY:

DATE:      SCALE: 3/16" = 1'-0"

DIRECTION: NORTH      SHEET NO.: TWO

existing



NO.	REVISIONS	DATE
▲		
▲		
▲		
▲		

PROJECT NAME  
**GREEN LIFE SUPPLY**

PROJECT ADDRESS  
511 30TH AVE. FAIRBANKS, AK 99701

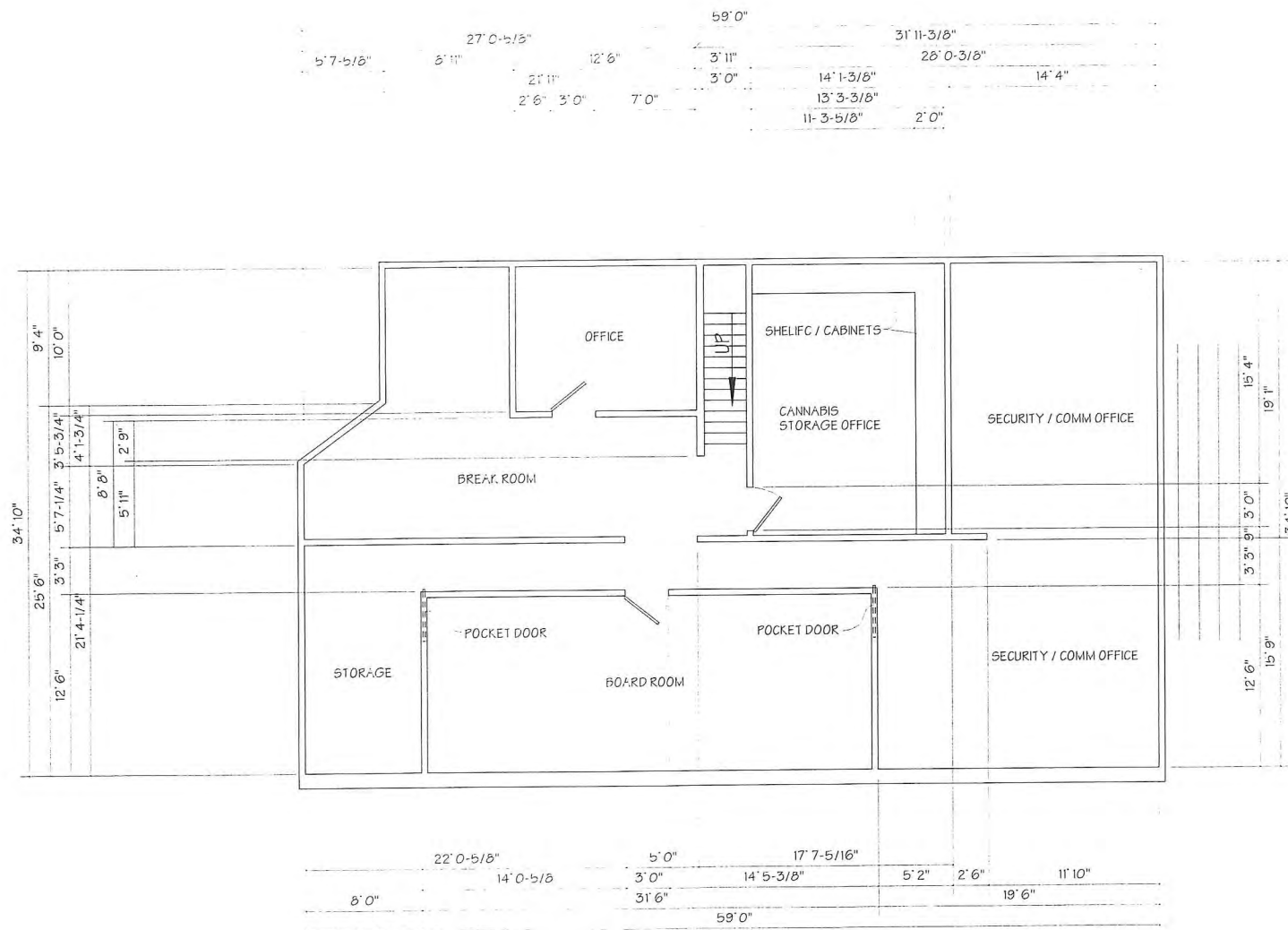
SHEET TITLE  
**EXISTING & PROPOSED RENOVATION**

DRAWN DATE: 05/13/2016      DRAWN: R. TALBOT  
 APPR. VENDOR:      APPR. DATE: 3/16=1'-0"

DATE:      SCALE:      SHEET NO.: ONE

NORTH

Retail  
second floor



NO.	REVISIONS	DATE
▲		
▲		
▲		
▲		

PROJECT TITLE  
GREEN LIFE SUPPLY

PROJECT ADDRESS  
511 30TH AVE. FAIRBANKS, AK 99701

SHEET TITLE  
EXISTING & PROPOSED RENOVATION

DRAWN DATE: 05/13/2016  
DRAWN BY: R. TALBOT

DATE: 3/16=1'-0

SHEET NO. THREE



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
 marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

**Items that are submitted without this page will be returned in the manner in which they were received.**

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply, LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p style="font-size: 2em; font-family: cursive;">MS-01</p>
-----------------	--

#### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
----------------	------------------------	----------------





**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**What is this form?**

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

**What must be covered in an operating plan?**

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Security
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Waste disposal
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising
- Control plan for persons under the age of 21

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

<b>Licensee:</b>	Green Life Supply LLC	<b>License Number:</b>	10958		
<b>License Type:</b>	Standard Marijuana Cultivation Facility				
<b>Doing Business As:</b>	Green Life Supply LLC				
<b>Premises Address:</b>	511 30th Ave				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA	<b>ZIP:</b>	99701
<b>Mailing Address:</b>	863 6th Ave				
<b>City:</b>	Fairbanks	<b>State:</b>	ALAS	<b>ZIP:</b>	99701
<b>Primary Contact:</b>	Nathan Davis				
<b>Main Phone:</b>	907-795-0515	<b>Cell Phone:</b>	907-795-0515		
<b>Email:</b>	greenlifealaska@gmail.com				



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 2 – Security**

Review the requirements under 3 AAC 306.710 – 3 AAC 306.720 and 3 AAC 306.755, and identify how the proposed premises will meet the listed requirements.

Describe how the proposed premises will comply with each of the following:

**Restricted Access Areas (3 AAC 306.710):**

Describe how you will prevent unescorted members of the public from entering restricted access areas:

All doors to restricted access will be locked at all times. Any and all visitors will be escorted by employees with a photo I.D. badge, with no more than 5 visitors per employee escort. All visitors must be over 21 years of age with a valid photo identification.

Describe your processes for admitting visitors into and escorting them through restricted access areas:

All visitors must be 21 years of age or older with valid photo identification. Visitors admittance time, date, and signature will be added to the visitor log. Any and all visitors will be given temporary access badges. Visitors will then be granted access with employee escort beside them at all times. Upon exiting restricted access areas visitors will be logged out and relieved of their temporary access badge.



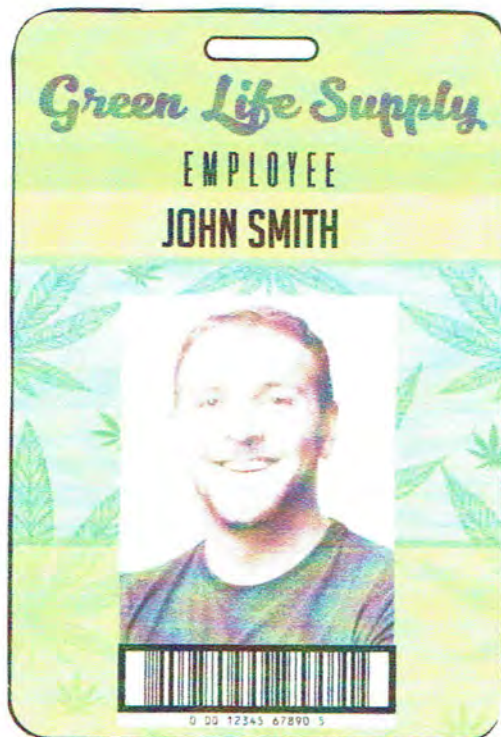
**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

Describe your recordkeeping of visitors who are escorted into restricted access areas:

Restricted access visitors must be 21 years of age with valid photo identification. All visitors will be entered into a log requiring printed name, signature, time, and date. Employee escorts will log visitors in and out. The daily activities contained in the log will be permanently stored electronically.

Provide a copy of a sample identification badge to be displayed by each licensee, employee, or agent while on the premises:





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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**Security Alarm Systems and Lock Standards (3 AAC 306.715):**

Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

L.E.D. exterior lighting will be directed towards all entrances and all open areas of the property to provide sufficient lighting for the security system cameras.

An alarm system is required for all license types. Describe the security alarm system for the proposed premises:

A central station monitored 2 gig cellular alarm system with back up battery power, two-way voice response and audible siren will be activated at the premises at all times.

The alarm system must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe how the security alarm system meets this requirement:

Tamper monitored contacts will be mounted on all exterior doors and windows. In addition interior motion detectors and glass-break detectors will be mounted within the premises to insure further security. After completion of the closing procedures, the alarm will be activated to the away mode. If any of the sensors are breached, the audible siren is set off and the central monitoring station alerts the licensee and dispatches the local law enforcement agency.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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**Describe your policies and procedures for preventing diversion of marijuana or marijuana product:**

Any and all employees in restricted and non-restricted areas will be under constant video surveillance. Every customer and sale will also be under constant video surveillance. Any customer known to illegally resell any product from Green Life Supply LLC will be immediately reported to the proper authorities, who will receive full cooperation from Green Life Supply. Any and all product inside the facility will be carefully inventoried and electronically logged and made fully accessible to the board via state compliant tracking system.

**Describe your policies and procedures for preventing loitering:**

No trespassing or loitering will be posted at parking lot entrance as well as on the building front. During operating hours an ID checkpoint has an open view of the entire parking lot. Anyone loitering will be escorted from the property immediately. During non-operational hours any loitering will trip motion sensor cameras directed at parking lot and within fenced restricted areas. It will send an automatic notification to management who will then notify the proper authorities.

**Describe your policies and procedures regarding the use of any additional security device, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm to enhance security of the proposed premises:**

Motion detection alerts will be programmed into the camera system to send visual notification of unauthorized activity. After close of business interior motion detectors and glass break detectors will be activated. Employees are provided with a remote panic button that activates the alarm system if under duress. All video cameras will be equipped with infrared capabilities to allow for clear viewing during low or no-light conditions



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

Describe your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when any automatic or electronic notification system alerts a local law enforcement agency of an unauthorized breach of security:

Unauthorized activity triggers the audible alarm system and connects the personnel from the 24-hour central monitoring station to verify over the 2-way security panel if anyone is present, who is present, and verify if they are a registered agent of the premises with the security questions. If it is an employee, the central monitoring station will ask for name and password for verification. If the reply to the central monitoring station does not meet the criteria, the police dispatch will continue. The authorized employee will be notified and directed to the premises to follow the protocol directed by the police. Before the authorized employee leaves, an inspection of the entire premises will be executed and verify no marijuana product was compromised. If so, after all issues are resolved the authorized employee will arm the system.

**Video Surveillance (3 AAC 306.720):**

All licensed marijuana establishments must meet minimum standards for surveillance equipment. Applicants should be able to answer "Yes" to all items below.

Video surveillance and camera recording system covers the following areas of the premises:	Yes	No
Each restricted access area and each entrance to a restricted access area	<input checked="" type="radio"/>	<input type="radio"/>
Both the interior and exterior of each entrance to the facility	<input checked="" type="radio"/>	<input type="radio"/>
Each point of sale area	<input checked="" type="radio"/>	<input type="radio"/>
Each video surveillance recording:	Yes	No
Is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing	<input checked="" type="radio"/>	<input type="radio"/>
Clearly and accurately displays the time and date	<input checked="" type="radio"/>	<input type="radio"/>
Is archived in a format that does not permit alteration of the recorded image, so that the images can readily be authenticated	<input checked="" type="radio"/>	<input type="radio"/>



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:**

A video surveillance and camera recording system will be installed in and around the marijuana cultivation facility. A camera will be placed: In view of each entrance to a restricted access area. In view of each entrance to the exterior of the licensed premises. In view of the area where marijuana waste is being processed. In view of each point of view area. within 20 feet of each entrance of the licensed premises as to provide a clear and adequate view to identify any individual inside the facility. Both the interior and the exterior of each entrance to the facility will be under surveillance by video cameras. Anywhere marijuana is grown, cured, or manufactured, or where marijuana waste is destroyed will have a camera placement in the room facing the primary entrance door, and in adequate fixed positions at a height that will provide a clear unobstructed view of the regular activity without sight blockage from lighting fixtures or other equipment, in order to allow for clear and certain identification of any person.

**Describe the locked and secure area where video surveillance recording equipment and records will be housed and stored and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the board:**

Video surveillance recording equipment and records will be housed and stored within the security room, which restricts access with a commercial grade, non-residential door lock with key-code entry, for which only the manager will be able to access. Within this room, all video surveillance recordings will be secured in a locked metal cabinet.

**Location of Surveillance Equipment and Video Surveillance Records:**

Yes No

Surveillance room or area is clearly defined on the premises diagram

Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area

Surveillance recording equipment access is limited to a marijuana establishment licensee or authorized employee, and to law enforcement personnel including an agent of the board

Video surveillance records are stored off-site



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Business Records (3 AAC 306.755):**

All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records. Applicants should be able to answer "Yes" to all items below.

<b>Business Records Maintained and Kept on the Licensed Premises:</b>	<b>Yes</b>	<b>No</b>
All books and records necessary to fully account for each business transaction conducted under its license for the current year and three preceding calendar years; records for the last six months are maintained on the marijuana establishment's licensed premises; older records may be archived on or off-premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Records related to advertising and marketing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A current diagram of the licensed premises including each restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A log recording the name, and date and time of entry of each visitor permitted into a restricted access area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
All records normally retained for tax purposes	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation records for marijuana and marijuana product as required under 3 AAC 306.750(f)	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All video surveillance recordings will be automatically backed up in case of primary hard drive failure to ensure over 40 days of recording. In addition, all required records are electronically secured on the firewall protected server and backed up.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 3 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730, and identify how the proposed establishment will meet the listed requirements.

All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with the system the board implements to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

Applicants should be able to answer “Yes” to all items below.

**Marijuana Tracking and Weighing:**

Yes No

A marijuana inventory tracking system, capable of sharing information with the system the board implements to ensure tracking for the reasons listed above, will be used

All marijuana delivered to a marijuana establishment will be weighed on a scale certified in compliance with 3 AAC 306.745

**Describe the marijuana tracking system that you plan to use and how you will ensure that it is capable of sharing information with the system the board implements:**

Green Life Supply LLC will implement the METRC tracking system. METRC is a state approved tracking system and will be fully capable of sharing information with the system the control board implements.



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 4 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700, and identify how the proposed establishment will meet the listed requirements.

A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

Applicants should be able to answer “Yes” to all items below.

**Marijuana Handler Permit:**

Yes No

Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment

Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person’s marijuana handler permit card in that person’s immediate possession (or a valid copy on file on the premises of a retail marijuana store, marijuana cultivation facility, or marijuana product manufacturing facility) when on the licensed premises

Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person’s marijuana handler permit card is valid and has not expired

**Describe how your establishment will meet the requirements for employee qualifications and training:**

All employees must pass a criminal background check. All employees must have a marijuana handlers card and stay current with all state requirements; including continuing education. By Maintaining copies of and verifying that each marijuana handlers card is legitimate, Green Life Supply LLC will ensure that employees are, and stay certified marijuana handlers. Each employee will be required to wear a visible marijuana handlers card on his or her persons at all times. A copy of any and all employee marijuana handler cards will be kept and displayed on site at all times.



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

**Section 5 – Waste Disposal**

Review the requirements under 3 AAC 306.740, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to the statement below.

**Marijuana Waste Disposal:**

Yes No

The marijuana establishment shall give the board at least 3 days notice in the marijuana inventory tracking system required under 3 AAC 306.730 before making the waste unusable and disposing of it

Describe how you will store, manage, and dispose of any solid or liquid waste, including wastewater generated during marijuana cultivation, production, process, testing, or retail sales, in compliance with applicable federal, state, and local laws and regulations:

On site R.O. waste water purification will be utilized prior to allowing any waste water to exit the facility thru city sewer utilities. All plant waste material will be ground and mixed with organic grow medium until rendered unusable. All plant waste material will be kept undamaged on premises for 3 days after notifying the control board thru the inventory tracking system. After which Alaska Waste Management will dispose of the unusable waste, or pending board approval, it will be donated as usable grow medium to local community gardens.

Describe what material or materials you will mix with the ground marijuana waste to make it unusable:

Green Life Supply LLC will grind and mix the used coco and soil grow medium to render the plant waste unusable.



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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Marijuana waste must be rendered unusable for any purpose for which it was grown or produced before it leaves the marijuana establishment. Describe the process or processes that you will use to make the marijuana plant waste unusable:

Green Life Supply LLC will grind and mix the marijuana plant waste with organic coco and soil, rendering the plant waste completely unusable. Green Life Supply LLC will notify the board thru the inventory tracking system at least 3 days prior to destruction or removal from facility.



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 6 – Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750, and identify how the proposed establishment will meet the listed requirements.

Applicants should be able to answer "Yes" to all items below.

**Marijuana Transportation:**

Yes No

The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700

The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle

The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport

During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport

Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment

When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received

The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest



Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

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Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment:

All marijuana will be tracked with the state approved METRC software. This system will inventory the amount and type of product, and in the event of transport the software will also track arrival date, location, and expected delivery time. All product will be transported by a Green Life Supply LLC employee with a current marijuana handlers card. A detailed manifest will be kept with printed and signed departure and arrival times. All transport will only occur between our facility and state licensed retail locations. Transport will occur with no stops between licensed marijuana facilities.

Describe the type of locked, safe, and secure storage compartments that will be used in any vehicles transporting marijuana or marijuana product:

All marijuana transport will be packed inside food-grade plastic totes with tamper evident tape and Green Life Supply LLC employee signature on the tape. The plastic totes will then be put into large steel transport boxes with dual locks, where it will remain until arrival at a licensed retail location.



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 7 – Signage and Advertising

Describe any signs that you intend to post on your establishment with your business name, including quantity and dimensions:

Green Life Supply LLC will display sign above the front main entrance door. The sign will read Green Life Supply Co. The sign dimensions are 36 inches tall by 120 inches wide.  
Green Life Supply LLC will display two 12 inch by 12 inch signs reading "no one under 21 years of age allowed" one of these signs will be located at the entrance to the parking lot and the other will be located at the entrance to the building.  
Green Life Supply LLC will display two signs 3 inches tall by 16 inches wide reading "no loitering" one will be located at the entrance to the parking lot and the other will be located at the entrance to the building.

If you are not applying for a retail marijuana store license, you do not need to complete the rest of Section 7, including Page 17.

### Restriction on advertising of marijuana and marijuana products (3 AAC 306.360):

All licensed retail marijuana stores must meet minimum standards for signage and advertising.

Applicants should be able to answer "Agree" to all items below.

No advertisement for marijuana or marijuana product will contain any statement or illustration that: Agree    Disagree

Is false or misleading

Promotes excessive consumption

Represents that the use of marijuana has curative or therapeutic effects

Depicts a person under the age of 21 consuming marijuana

Includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana





**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

No advertisement for marijuana or marijuana product will be placed:

Agree Disagree

**Within one thousand feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21**

**On or in a public transit vehicle or public transit shelter**

**On or in a publicly owned or operated property**

**Within 1000 feet of a substance abuse or treatment facility**

**On a campus for post-secondary education**

Signage and Promotional Materials:

Agree Disagree

**I understand and agree to follow the limitations for signs under 3 AAC 306.360(a)**

**The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage sale of marijuana or marijuana products**

**All advertising for marijuana or any marijuana product will contain the warnings required under 3 AAC 306.360(e)**



Alaska Marijuana Control Board

# Form MJ-01: Marijuana Establishment Operating Plan

## Section 8 – Control Plan for Persons Under the Age of 21

Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

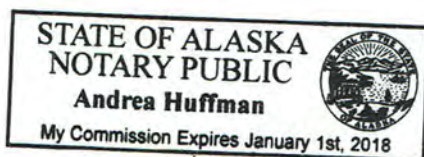
Green Life Supply LLC will display signs reading "no one under 21 years of age allowed". Green Life Supply LLC will have an identification check point at the entrance to the building. Any person without a valid photo identification, or any person under the age of 21 will be asked to leave the property. Should anyone not comply, Green Life Supply LLC will immediately contact the proper authorities and have the person or persons removed from the property.

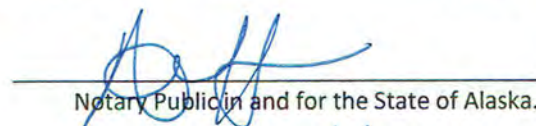
I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

  
Signature of licensee

Nathan Davis  
Printed name

Subscribed and sworn to before me this 6 day of OCTOBER, 20 16.



  
Notary Public in and for the State of Alaska.

My commission expires: 1/1/2018



**Alaska Marijuana Control Board**

**Form MJ-01: Marijuana Establishment Operating Plan**

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**(Additional Space as Needed):**



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
 marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply, LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MS-04
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#### OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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**Alaska Marijuana Control Board**  
**Operating Plan Supplemental**  
**Form MJ-04: Marijuana Cultivation Facility**

Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501

[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

**What is this form?**

This operating plan supplemental form is required for all applicants seeking a marijuana cultivation facility license and must accompany the **Marijuana Establishment Operating Plan (Form MJ-01)**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 4** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.420(2).

**What additional information is required for cultivation facilities?**

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Cultivation plan
- Odor control
- Testing procedure and protocols
- Security

**This form must be submitted to AMCO’s main office before any marijuana cultivation facility license application will be considered complete.**

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

<b>Licensee:</b>	Green Life Supply LLC	<b>License Number:</b>	10958		
<b>License Type:</b>	Standard Marijuana Cultivation Facility				
<b>Doing Business As:</b>	Green Life Supply LLC				
<b>Premises Address:</b>	511 30th Ave.				
<b>City:</b>	Fairbanks	<b>State:</b>	ALASKA <sup>A</sup>	<b>ZIP:</b>	99701



# Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

## Section 2 – Prohibitions

Applicants should review 3 AAC 306.405 – 3 AAC 306.410 and be able to answer “Agree” to all items below.

The marijuana cultivation facility will not:

Agree Disagree

Sell, distribute, or transfer any marijuana or marijuana product to a consumer, with or without compensation

Allow any person, including a licensee, employee, or agent, to consume marijuana or marijuana product on its licenses premises or within 20 feet of the exterior of any building or outdoor cultivation facility

Treat or otherwise adulterate marijuana with any organic or nonorganic chemical or compound to alter the color, appearance, weight, or odor of the marijuana

## Section 3 – Cultivation Plan

Review the requirements under 3 AAC 306.420, and identify how the proposed premises will meet the listed requirements.

Describe the size of the space(s) the marijuana cultivation facility intends to be under cultivation, including dimensions and overall square footage. Provide your calculations below:

Green Life Supply LLC will have a total cultivation footprint of 9495 square feet. The Southwest portion of our facility has a mother plant, cloning, and vegetative growth area with 1188 total square feet, measuring 36 by 33 feet. The Northwest portion of our facility has a flowering area with 2343 total square feet, 33 feet by 71 feet. The Southeast portion of our facility has a Mother plant, cloning, and vegetative growth area with a total of 1988 square feet, measuring 35.5 feet by 56 feet. The Northeast portion of our facility has a flowering area with 3976 total square feet. The combined total of all cultivation square footage is 9495 square feet. The central portion of our facility has a small tracking hardware locker room as well as curing, trimming, and packaging area with a total of 3620 square feet.



**Alaska Marijuana Control Board**

**Operating Plan Supplemental  
Form MJ-04: Marijuana Cultivation Facility**

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**Describe the marijuana cultivation facility's growing medium(s) to be used:**

Green Life Supply LLC will be using three types of growing medium. We will be using Coco, which is ground coconut husks. We will be using soil based mediums consisting of peat mix, perlite, and organic soil. We will be using water as a grow medium for clone propagation, and early stage hydroponic growth.

**Describe the marijuana cultivation facility's fertilizers, chemicals, gases, and delivery systems, including carbon dioxide management, to be used:**

Advanced Nutrients, Canna Nutrients, Nectar for the gods organic tea, Clonex cloning solution, Advanced nutrients PH adjust, Plant-Success root developer, organic molasses, Veg-Bloom, and Cultured Solutions nutrients. All the products listed are standard soluble plant nutrients mixed with water and top fed to the plants by hand. Very little run off will occur, any that does will be pre-filtered before being passed on to the city sewage. We will not utilize carbon dioxide. We will use hydrogen peroxide and natural neem and rosewater for pest control.

**Describe the marijuana cultivation facility's irrigation and waste water systems to be used:**

Green Life Supply LLC will be using hydroponic tables elevated with a drainage gutter system, which leads to our pre-filter waste line for nutrient removal and then on to the city sewage system.



## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

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Describe the marijuana cultivation facility's waste disposal arrangements:

Green Life Supply LLC will notify the board 3 days prior to destruction or removal of all plant waste material, thru the state approved tracking system. All plant waste material will be ground down and mixed with organic growing mediums and then removed by Alaska Waste Management, or donated to local community gardens pending board approval. All non plant refuse will be stored in a dumpster on site and will have regularly scheduled pick ups from Alaska Waste Management.

### Section 4 – Odor Control

Review the requirements under 3 AAC 306.430, and identify how the proposed premises will meet the listed requirement.

Describe the odor control method(s) to be used and how the marijuana cultivation facility will ensure that any marijuana at the facility does not emit an odor that is detectable by the public from outside the facility:

Dual carbon filtration will be utilized on all growth room exhaust, and singular carbon filtration will be utilized on all air intake.





## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

### Section 5 – Testing Procedure and Protocols

Review the requirements under 3 AAC 306.455 and 3 AAC 306.465, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer "Agree" to the item below.

I understand and agree that:

Agree Disagree

The board will or the director shall from time to time require the marijuana cultivation facility to provide samples of the growing medium, soil amendments, fertilizers, crop production aids, pesticides, or water for random compliance checks



Describe the testing procedure and protocols the marijuana cultivation facility will follow:

Green Life Supply LLC will segregate maximum 5 lb. batch quantities of finish cured cannabis. We will then take a random sample of the requested amount by the contracted testing facility. The testing facility will then have a licensed handler pick up the sample from Green Life Supply LLC where our licensed handler will sign off on the randomly selected sample, and testing facility will sign for the transport of said sample. All listed procedures will be under constant video surveillance and stored for 40 days. All transport logs, affidavits of authenticity, and all test results will be electronically stored and backed up to an off site location. In addition all grow mediums, fertilizers, pest control or any other on-site substance will be made readily available to the control board at all times.



# Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-04: Marijuana Cultivation Facility

## Section 6 – Security

Review the requirements under 3 AAC 306.430 and 3 AAC 306.470 – 3 AAC 306.475, and identify how the proposed premises will meet the listed requirements.

Applicants should be able to answer “Agree” to the two items below.

The marijuana cultivation facility applicant has:

Agree Disagree

Read and understands and agrees to the packaging of marijuana requirements under 3 AAC 306.470

Read and understands and agrees to the labeling of marijuana requirements under 3 AAC 306.475

Restricted Access Area (3 AAC 306.430):

Yes No

Will the marijuana cultivation facility include outdoor production?

If “Yes”, describe the outdoor structure(s) or the expanse of open or clear ground fully enclosed by a physical barrier:



Alaska Marijuana Control Board
Operating Plan Supplemental
Form MJ-04: Marijuana Cultivation Facility

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

Describe the method(s) used to ensure that any marijuana at the marijuana cultivation facility cannot be observed by the public from outside the facility:

Green Life Supply LLC has no windows in our grow facility and our entrances are thru the central part of the facility where no cultivation is conducted.

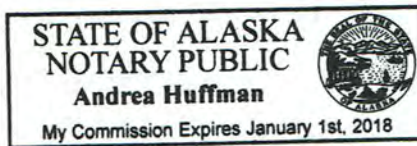
I certify that as a marijuana cultivation facility, I will submit monthly reports to the Department of Revenue and pay the excise tax required under AS 43.61.010 and 43.61.020 on all marijuana sold or provided as a sample to a marijuana establishment, as required under 3 AAC 306.480.

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Handwritten signature]
Signature of licensee

Nathan Davis
Printed name

Subscribed and sworn to before me this 6 day of OCTOBER, 2016.



[Handwritten signature]
Notary Public in and for the State of Alaska.
My commission expires: 1/1/2018



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
 marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply, LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MS-07
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#### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alaska Marijuana Control Board

Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by posting a copy of the application (produced by the board's application website) for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Table with 5 rows and 4-5 columns containing license details for Green Life Supply LLC, license number 10958, address 511 30th Ave, Fairbanks, AK, ZIP 99701.

Section 2 - Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 07-29-2016 End Date: 08-09-2016

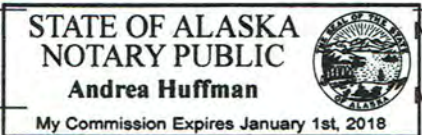
Other conspicuous location: campus corner mall, public notice board

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

Signature of licensee

Nathan Davis

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 1/1/2018

Subscribed and sworn to before me this 6<sup>th</sup> day of OCTOBER, 2016.

AFFP

Nathan Davis Marijuana License

### Affidavit of Publication

UNITED STATES OF AMERICA }  
STATE OF ALASKA } SS.  
FOURTH DISTRICT }

Before me, the undersigned, a notary public, this day personally appeared Tameka Ambersley, who, being first duly sworn, according to law, says that he/she is an Advertising Clerk of the Fairbanks Daily News-Miner, a newspaper (i) published in newspaper format, (ii) distributed daily more than 50 weeks per year, (iii) with a total circulation of more than 500 and more than 10% of the population of the Fourth Judicial District, (iv) holding a second class mailing permit from the United States Postal Service, (v) not published primarily to distribute advertising, and (vi) not intended for a particular professional or occupational group. The advertisement which is attached is a true copy of the advertisement published in said paper on the following day(s):

August 24, 2016, August 31, 2016, September 07, 2016

and that the rate charged thereon is not excess of the rate charged private individuals, with the usual discounts.



\_\_\_\_\_  
Advertising Clerk

Subscribed to and sworn to me this 7th day of September 2016.



\_\_\_\_\_  
Marena Burnell, Notary Public in and for the State Alaska.

My commission expires: December 07, 2017

00008787 00037066  
NATHAN DAVIS  
511 30TH AVE  
FAIRBANKS, AK 99701

37066

Green Life Supply, LLC  
is applying under 3 AAC 306.400 (a)(1) for a new  
Standard Marijuana Cultivation Facility  
License, license # 10958,  
doing business as  
GREEN LIFE  
SUPPLY, LLC  
located at  
511 30th Ave,  
Fairbanks, AK, 99701, UNITED STATES.

Interested persons should submit written  
comment or objection  
to their local  
government the  
applicant, and to the  
Alcohol & Marijuana Control Office at 550 W 7th  
Ave, Suite 1600, Anchorage, AK 99501 or to  
marijuana.licensing@alaska.gov not later than 30  
days after this notice of  
application.

Publish: August 24, 31 & September 7, 2016

NOTARY PUBLIC  
M. BURNELL  
STATE OF ALASKA  
My commission Expires December 7, 20\_\_\_\_



Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
 Anchorage, AK 99501  
 marijuana.licensing@alaska.gov  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

**Items that are submitted without this page will be returned in the manner in which they were received.**

### Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply, LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	GREEN LIFE SUPPLY LLC				
Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

### Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p style="font-size: 2em; font-family: cursive;">MJ-08</p>
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#### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alaska Marijuana Control Board

# Form MJ-08: Local Government Notice Affidavit

## What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a new marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to the local government and any community council in the area of the proposed licensed premises. For purposes of this notification, the document that must be submitted is the application document produced by the online application system titled "Public Notice".

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

## Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Green Life Supply LLC	License Number:	10958		
License Type:	Standard Marijuana Cultivation Facility				
Doing Business As:	Green Life Supply LLC				
Premises Address:	511 30th Ave				
City:	Fairbanks	State:	AK	ZIP:	99701

## Section 2 – Certification

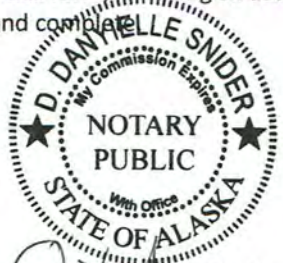
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government official and community council (if applicable):

Local Government: CITY OF FAIRBANKS Name of Official: D. DANIELLE SNIDER  
 Title of Official: CITY CLERK Date Submitted: 10/03/2016  
 Community Council: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of perjury that I have examined this form, including all accompanying schedules and statements, and to the best of my knowledge and belief find it to be true, correct, and complete.

[Signature]  
Signature of licensee

Nathan Davis  
Printed name of licensee



[Signature]  
Notary Public in and for the State of Alaska

My commission expires: w/office

Subscribed and sworn to before me this 3<sup>rd</sup> day of October, 2016





Alaska Marijuana Control Board

# Cover Sheet for Marijuana Establishment Applications

550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
marijuana.licensing@alaska.gov  
https://www.commerce.alaska.gov/web/amco  
Phone: 907.269.0350

## What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

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Physical Address:	511 30th ave.				
City:	Fairbanks	State:	AK	Zip Code:	99701
Designated Licensee:	Nathan Davis				
Email Address:	greenlifealaska@gmail.com				

## Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>proof of Possession Master lease 1-of-3 emails</p>
-----------------	---

### OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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## Assignment and Sub-Lease Agreement

WHEREAS **CCM Investments, LLC** (as “Landlord”) and **Nathan Abott Davis** (as “Tenant”) entered into a Commercial Lease Agreement (the “Agreement”) dated December 28<sup>th</sup>, 2015, concerning real property and improvements located at 511 30<sup>th</sup> Avenue in Fairbanks, Alaska 99701, and with a legal description of:

**Lot One “A” (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska**

AND WHEREAS said Tenant desires to assign and sub-lease all rights pursuant to said Agreement to **Green Life Supply, LLC**, and Alaska Limited Liability Company; and

WHEREAS paragraph 23 of said Agreement provides that Tenant shall not assign or sublease Tenant’s rights under the Agreement without prior written consent of Landlord;

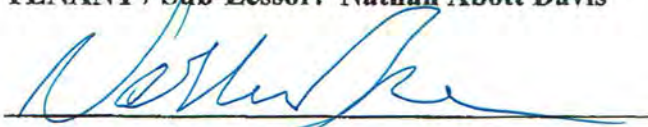
NOW THEREFORE, Tenant does hereby assign and sub-lease all of Tenant’s rights pursuant to the Agreement executed by and between **CCM Investments, LLC** (as Landlord) and **Nathan Abott Davis** (as Tenant), to **Green Life Supply, LLC**, as assignee/sub-lessee.

This Assignment and Sub-Lease Agreement incorporates all terms and conditions as set forth in the above-referenced Commercial Lease Agreement dated December 28<sup>th</sup>, 2015. **A true and correct copy of the Commercial Lease Agreement is attached hereto as Exhibit A.**

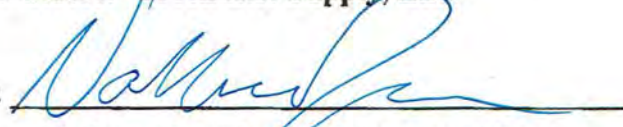
By signature below, Landlord CCM Investments, LLC hereby consents to this assignment and sub-lease.



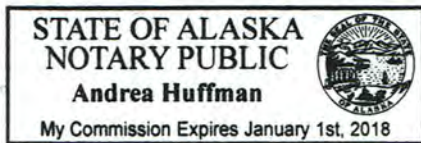
TENANT / Sub-Lessor: Nathan Abbott Davis

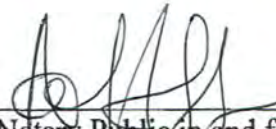
  
Nathan Abbott Davis

Sub-Lessee: Green Life Supply, LLC

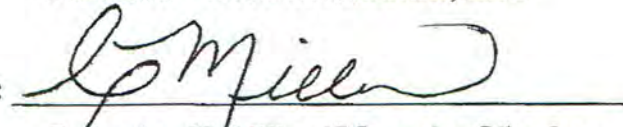
By:   
Nathan Abbott Davis / Managing Member

The foregoing was acknowledged before me this 9<sup>th</sup> day of December, 2016, by **Nathan Abbott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.



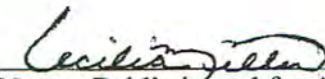
  
Notary Public in and for Alaska  
My commission expires: 1/1/2018

Landlord – CCM Investments, LLC

By:   
Catherine H. Miller / Managing Member

The foregoing was acknowledged before me this 8<sup>th</sup> day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.



  
Notary Public in and for Alaska  
My commission expires: 8/1/2017



## COMMERCIAL LEASE AGREEMENT

This Lease Agreement is made and entered into on the 28 day of December, 2015, by and between CCM Investments, LLC (the "Landlord") and Nathan Abott Davis (the "Tenant").

### **Agreement**

NOW THEREFORE, in consideration of the promises and conditions hereinafter contained, the parties agree as follows:

1. Identification of Property. Landlord owns the real property, building (consisting of approximately 17,965 square feet), and improvements located at 511 30<sup>th</sup> Ave., Fairbanks, Alaska, 99701, consisting of one lot, more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

As used in this Lease, the term "Property" shall mean that property identified in this Section 1.

2. Lease of Property. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Property, subject to the terms and conditions of this Agreement.
3. Use of Property. Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses and other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.
4. Term. This Lease shall be for a term of sixty (60) months, starting 12:00 a.m. midnight on January 1, 2016 and ending 11:59 p.m. on December 31, 2020. The Tenant shall have one option to extend the term of this Lease for a period of sixty (60) months; provided that Tenant is in good standing under the terms of this Lease at all times prior to December 31, 2020. Tenant may exercise this option by delivering written notice of Tenant's intention to extend the term of this Lease to Landlord on or before June 30, 2020. In the event Tenant does not deliver written notice of Tenant's intention to extend the term of this Lease on or before June 30, 2020, or Tenant has defaulted on the terms of this Lease at any time, Tenant's option to extend the term of this Lease shall lapse. All the provisions of this Lease shall apply to the initial term and any extension of the initial term, unless otherwise agreed by the parties in writing.
5. Rent and Security Deposit.
  - a. For the lease of the Property, the Tenant shall pay to Landlord the sum of EIGHT THOUSAND NINE HUNDRED EIGHTY TWO DOLLARS AND FIFTY CENTS (\$8,982.50) per month during the initial term of the Lease as rent. In the event Tenant elects to extend the term of this Lease pursuant to Section 4, the rent for each year of the extended term shall be one hundred and six percent (106%) of the immediately preceding year.

Commercial Lease Agreement  
511 30<sup>th</sup> Ave., Fairbanks, Alaska, 99701

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- b. Landlord shall not charge Tenant rent for January, 2016. Rent shall be paid on February 1, 2016, and the first day of every month thereafter during the term of the Lease.
  - c. The rent that is due for any partial-calendar month of this Lease shall be prorated by dividing the monthly rent by thirty (30) to get a daily rental rate and then multiplying the daily rental rate by the number of days the Lease is effective in the partial calendar month.
  - d. If the full monthly rent is not received on or before the fifth (5th) day after payment is due, then the Tenant shall pay an additional amount as a late-charge equal five percent (5%) of the outstanding remaining balance. The assessment of a late charge shall be deemed to be additional rent due under this Agreement.
  - e. In addition to the rent set forth in this Section, Tenant shall pay Landlord an amount equal to EIGHT THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$8500.00) as a security deposit. The security deposit shall serve as security for the full and faithful performance by the Tenant of all the obligations and terms of this Lease to be performed by Tenant. Landlord may use part or all of the security deposit to fulfill Tenant's obligations to Landlord at any time Tenant is in Default (defined in Section 24) or otherwise violated the terms of this Lease. Tenant shall replenish the security deposit within 10 days after Landlord has provided Tenant notice of Landlord's use of the security deposit. Landlord is not obligated to accept the security deposit as rent. Any remaining balance of the security deposit shall be returned to Tenant within 30 days after the termination of this Lease; provided that if Tenant exercises its option to purchase the Property pursuant to Section 26 of this Lease, the security deposit shall be applied to the purchase price on the Property as earnest money. In the event of a sale of the Property to a third party, Landlord shall have the right to transfer the security Deposit to the third party buyer or refund the deposit in Landlord's discretion. If Landlord transfers the security deposit to the third party buyer, the Landlord shall be released of any liability for the return of the security deposit to the Tenant. Landlord shall not be required to segregate the security deposit from its other funds and shall be entitled to any income related to the security deposit during the time it is held by Landlord.
6. Holdover. Unless Landlord expressly agrees otherwise in writing, Tenant shall pay Landlord one hundred and fifty percent (150%) of the amount of rent then applicable prorated on a per diem basis for each day Tenant shall fail to vacate or surrender possession of the Property or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Landlord on account thereof. Tenant shall pay such amounts on demand, and, in the absence of demand, monthly in advance. The foregoing provisions, and Landlord's acceptance of any such amounts, shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant-at-sufferance bound to comply with all provisions of this Lease). Landlord shall have the right at any time after expiration or earlier termination of this Lease, or Tenant's right to possession, to reenter and possess the Property and remove all property and persons therefrom, and Landlord shall have such other remedies for holdover as may be available to Landlord under other provisions of this Lease or applicable Laws.



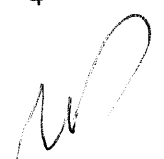
7. Triple Net Lease. This Lease is what is commonly referred to as a “Net, Net, Net Lease” (or triple-net lease) it being understood that Landlord shall receive the rent set forth in Section 5 free and clear of any and all other impositions, taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Property. In addition to the rent reserved by Section 5, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs and any other charges, costs and expenses which arise from the Property or may be contemplated. All such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any such costs, charges or expenses including, without limitation, utilities pursuant to Section 9 and taxes and assessments pursuant to Section 10, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. It is the intention of the parties except as expressly provided herein that this Lease shall not be terminable for any reason by Tenant and that Tenant shall in no event be entitled to any abatement of, or reduction in, rent payable under this lease, except as otherwise expressly provided herein. Any present or future law to the contrary shall not alter this agreement of the parties.

8. Maintenance and Repairs.

- a. Tenant shall maintain and repair the Property so that it remains in as good condition as presently exists, normal wear and tear excepted. All such repairs, maintenance, or replacements shall be of good quality. Tenant shall hold Landlord harmless from any claims, liens, or encumbrances which may be created or attached to the Property because of such repairs, maintenance or replacements.
- b. Tenant shall commit no waste of any kind in or about the leased Property, and Tenant shall pay for all damage to the Property, as well as damage to other occupants, caused by Tenant's misuse or neglect of the Property.
- c. Tenant shall be responsible for any and all maintenance and repairs attributable to damage by Tenant's invitees or agents and to obstructions or objects deliberately or inadvertently introduced or placed in the fixtures, lines or equipment by Tenant, its employees, agents, licensees or invitees, and shall not be deducted from rent payments.
- d. Tenant shall be responsible for any damage done to the Property or building as a result of robberies, break-ins, and burglaries.
- e. Landlord shall not have any obligation to make any repairs or maintenance to the Property or the building on the Property; provided that Landlord shall maintain the roof of the building.
- f. Landlord shall not be responsible or liable at any time for any loss or damages to Tenant's equipment, fixtures or other personal property or to Tenant's business.
- g. Landlord shall not be responsible or liable to Tenant or to those claiming by, through or under Tenant for any loss or damages to either the person or property of Tenant that may be occasioned by or through the acts or omissions of persons occupying other portions of the Property.



- h. Tenant is taking the Property "AS IS" with all faults. Landlord shall not be responsible or liable for: (a) any condition of the Property, or for any defect, latent or otherwise, in the Property or the improvements situated on the Property, or any of the equipment, machinery, utilities, appliances or appurtenances therein, (b) for any injury, loss or damage to any person or to any property of Tenant or other person caused by or resulting from bursting, breakage or by or from leakage, steam, or snow or ice, running or the overflow of water or sewerage in any part of said Property, the building or the surrounding area, or for any injury or damage caused by or resulting from acts of God or the elements, or (c) any injury or damage caused by or resulting from any defect in the occupancy, construction, operation or use of any of the leased Property, building, machinery, apparatus or equipment by any occupant of the Property, unless Landlord itself is grossly negligent.
  - i. If Tenant fails to maintain the Property as provided in this Section 8, Landlord may make demand upon Tenant to make any such repairs as required, or give to Landlord such security as Landlord has reasonably requested to assure that repairs will be made in a reasonable time, within five (5) days of Landlord's demand. If Tenant fails to make such repairs, or provide Landlord such security as contemplated in the preceding sentence, within five (5) days of Landlord's demand, Landlord may make such repairs and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand.
  - j. The landlord shall have the unilateral right to evaluate and inspect the Property at any time, after reasonable notice to Tenant and in compliance with any applicable law, for proper Maintenance and Repairs by the Tenant.
- 9. Utilities and Services. Tenant shall pay on time and hold Landlord free and harmless from any bills or assessments for light, heat, water, gas, electric, telephone, internet, refuse, sewer rentals or charges, and any other expenses arising out of or incidental to the occupancy of the Property. No full or partial utility deprivation including, but not limited to, blackout, brownout, or rationing shall give rise to any abatement of rent nor give any right of Tenant to terminate the Lease. Tenant shall provide janitorial service for the Property as required by Landlord.
- 10. Taxes and Assessments. As additional rent, Tenant agrees and covenants to pay directly to the proper governmental agency, on or before the date each installment becomes due and payable, an amount equal to all property taxes including but not limited to:
  - a. the property taxes, and all other taxes including commercial taxes and other similar taxes levied against or pertaining to the Property, excepting income taxes, which become due and payable during the term of this Lease, and
  - b. all installments of general, special, ordinary or extraordinary assessments including statutory interest, if any.
- 11. Condition of the Property. Tenant hereby acknowledges that it has viewed the Property and will accept the Property in its present condition.
- 12. Possession. Landlord shall deliver possession of the Property to Tenant upon the commencement of the term, free and clear of all tenants and occupants having rights inconsistent with the rights of



Tenant. At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall vacate and surrender possession of the entire Property in good, neat and clean order and well-maintained condition, ordinary wear and tear excepted, shall surrender all keys and key cards, and any parking transmitters, stickers or cards, to Landlord, and shall remove all personal property and trade fixtures that may be readily removed without damage to the Property. All improvements, fixtures and other items installed by Tenant or Landlord under or with respect to this Lease, shall be the property of Tenant during the Term of this Lease, but at the expiration or earlier termination of this Lease all such improvements, fixtures and other items shall become Landlord's property, and shall remain upon the Property (unless Landlord elects otherwise), all without compensation, allowance or credit to Tenant, except as otherwise provided in Section 16a.a Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Property required hereunder, Landlord may do so and Tenant shall pay Landlord's charges therefor upon demand. All property removed from the Property by Landlord pursuant to any provisions of this Lease or any Law may be handled or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All property not removed from the Property or retaken from storage by Tenant within thirty (30) days after expiration or earlier termination of this Lease or Tenant's right to possession, shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. Unless prohibited by applicable Law, Landlord shall have a lien against such property for the costs incurred in removing and storing the same. Tenant hereby waives any statutory notices to vacate or quit the Property upon expiration of this Lease.

13. Damage or Destruction. If the Property is totally or partially damaged or destroyed from fire or from any other event during the Term of this Lease, then Tenant shall repair, restore and rebuild the Property in accordance with applicable building and zoning codes at the time of rebuilding to substantially the same condition immediately prior to such damage or destruction and this Lease shall remain in full force and effect. However, that Tenant shall have the right, with the consent of Landlord (which shall not be unreasonably withheld) to replace the Property with a different structure so long as (a) the value of the Property with such structure is no less than the value of the Property immediately prior to the date of casualty and no less than the square footage shown in Section 1 of this Lease, and (b) the new structure can be built and occupied under the then applicable laws, codes, ordinances, and zoning restrictions. Such repair, restoration and rebuilding (all of which are herein called "repair") shall be commenced within a reasonable time however no more than 90 days after such damage or destruction has occurred and permits necessary to authorize such rebuilding have been issued, and shall be diligently pursued to completion.
  - a. Insurance Proceeds. The proceeds of any insurance maintained under Section 15 hereof shall be made available to Tenant for payment of costs and expense of repair, provided however, that such proceeds may be made available to Tenant, subject to reasonable conditions, including, but not limited to architects' certification of cost, retention of percentage of such proceeds pending recordation of a notice of completion and a lien and completion bond (or payment and performance bond) to insure against mechanic's or materialmen's liens arising out of the repair and to insure completion of the repair, all at the expense of Tenant. In the event the insurance proceeds are insufficient to cover the cost of repair, then any amounts required over the amount of the insurance proceeds received that are required to complete said repair shall be paid by Tenant.





- b. **Abatement of Rent.** Notwithstanding the partial or total destruction of the Property and any part thereof, and notwithstanding whether the casualty is insured or not, there shall be no abatement of rent or of any other obligation of Tenant hereunder including, without limitation, payment of operating expenses, insurance premiums and property taxes, by reason of such damage or destruction unless the Lease is terminated by virtue of another provision of this Lease.
14. **Risk of Loss.** As a material part of the consideration of this Lease, the Tenant hereby waives all claims against Landlord for any damages for business interruption or loss to personal property in, upon, or about the Property, from any causes arising any time during the term of this Lease.
15. **Insurance.** Tenant agrees to provide and keep in force during the term of this Lease and at its own cost and expense the following insurance coverage from an insurance company or companies authorized to do business in the State of Alaska:
- a. **Fire and Casualty Insurance.** Fire and casualty insurance in an amount not less than the Full Insurable Value of the building and improvements on the Property, such insurance in full force and effect for and during the time any buildings and improvements are located on the Property during the term of the Lease. For the purpose hereof "Full Insurable Value" shall mean the replacement cost of the building and improvements without allowance for depreciation. Such policy shall insure the Landlord and Tenant.
- b. **Public Liability and Property Damage.** Public liability and property damage insurance with limits of not less than \$2,000,000 for injury and death to any one person, and \$2,000,000 for injury or death in any one accident or occurrence per location including property damage, insuring Landlord and Tenant, and with a cross-liability endorsement covering claims by an insured against another insured. Provided, however, regardless of the limits specified herein, if any other binding agreement affecting the Property that specifies higher limits, Tenant shall comply with the higher limits specified therein. The public liability and property damage insurance described in this Section 15(b) shall be primary insurance and any insurance maintained by Landlord shall be excess and noncontributing.
- c. **Additional Insureds.** Each policy shall name Landlord and Landlord's mortgagee, if any, as Additional Insureds, as their interests may appear, and shall contain a covenant that should such policies be cancelled, assigned, or materially changed during the policy period, the insurer will mail a notice thereof to Landlord and Landlord's mortgagee at least thirty (30) days in advance. Certificates of insurance evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant prior to Tenant's occupancy of any portion of the Property. No such policy shall be cancelable except after thirty (30) days written notice to Landlord and Landlord's mortgagee. Tenant shall, prior to the expiration of any such policy, furnish Landlord with renewals or "binders" thereof together with evidence of the payment of premiums therefore, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be paid by Tenant upon demand. The insurance, as to the interest of Landlord's mortgagee therein, shall not be invalidated by any act or neglect of Landlord or Tenant or any owner of the Property, nor by any

foreclosure or any other proceedings or notices thereof relating to the Property, nor by any change in the title or ownership of the Property nor by occupancy of the Property for purposes more hazardous than are permitted by such policy.

- d. Deductibles. The fire and casualty coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS and no/100 (\$5,000.00). The public liability and property damage coverage specified herein shall have a deductible no greater than FIVE THOUSAND DOLLARS AND no/100 (\$5,000.00). Tenant shall be liable for any deductible amount. The policies of insurance required to be carried by Tenant shall be primary and not in excess of any other insurance available to Landlord. Tenant covenants and agrees not to violate, nor knowingly permit to be violated, any condition of the policies required under this Lease. Neither the issuance of any such insurance policy nor the minimum limits specified in this Section 15 shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease.
- e. Waiver of Subrogation. Landlord and Tenant each hereby waive any and all rights of recovery against the other, for loss or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage, to the extent of such insurance coverage, only.
- f. No Impairment of Coverage. Tenant shall not carry any stock goods or do anything in or about the Property, which will impair or invalidate the obligation of any policy of insurance on or in reference to the Property or the building. Landlord shall have the right to require that the amount or type of insurance coverage required of Tenant hereunder be adjusted from time to time to reflect insurance customarily required for similar properties in the Anchorage, Alaska area. Insurance coverage shall be written by an insurance company or companies licensed to do business in the State of Alaska.
- g. Review of Coverage. Landlord and Tenant agree to review the insurance coverages provided herein at least once every two (2) years and to increase the limits, if necessary, in accordance with reasonable commercial standards.

16. Improvements.

- a. Alterations. Landlord shall not be required to make any alterations for Tenant's use of the Property, whether to comply with any law or for security purposes or otherwise. Tenant shall not attach any fixtures, equipment or other items to the Property, or paint or make any other additions, changes, alterations, or improvements (collectively hereinafter "alterations") to the Property without Landlord's prior written consent, which with respect to alterations to the Property will not be unreasonably withheld so long as Tenant is not then, nor has been, in default of this Lease (beyond any applicable cure period). If Landlord consents to any alteration, Landlord may post notices of nonresponsibility in accordance with law. Any alterations so made shall remain on and be surrendered with the Property upon expiration or earlier termination of this Lease, except that Landlord may, within thirty (30) days before or thirty (30) days after expiration or earlier termination hereof elect to require Tenant to remove any or all alterations at Tenant's sole costs and expense. At the time Tenant submits plans for requested alterations to Landlord for Landlord's approval,



Tenant may request in writing that Landlord identify which alterations Landlord may require Tenant to remove at the termination of or expiration of this Lease. Landlord shall make such identification simultaneous with its approval (if any) of the alterations on Exhibit B, and Tenant shall not be required to remove any identified alterations. If Landlord elects to require removal of alterations, or Landlord agrees in writing that Tenant may be permitted to take certain alterations or fixtures at the expiration of this Lease, then at its own and sole cost and expense, Tenant shall restore the Property to the condition prior to the installation of such items in a good and workmanlike manner before the last day of the term or within thirty (30) days after notice of its election is given, whichever is later. Any fixtures, alterations, or improvements the parties agree that Tenant will take upon expiration of the Lease shall be set forth on Exhibit B to this Lease and initialed by the parties.

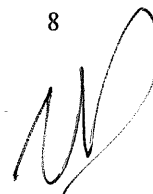
- b. Performance. In the event Landlord consents in writing to Tenant's requested alteration of the Property, Tenant shall only contract with a licensed, bonded, and insured contractor for the construction of such alterations, shall secure all appropriate governmental approvals and permits and shall complete such alterations with due diligence, in a neat, clean, good and workmanlike manner and in strict compliance with the plans and specifications approved by Landlord. All such construction shall be performed in a manner which shall not interfere with the occupancy of the other tenants of the building (as applicable). All cost, expenses and fees related to or arising from construction of any alteration shall be paid by Tenant prior to delinquency.
- c. Liens. Tenant shall pay all costs for alterations when due. Tenant shall keep the Property, building, and this Lease free from any mechanic's, materialman's, architect's, engineer's or similar liens or encumbrances, and any claims therefor, or stop or violation notices, in connection with any alteration. Tenant shall remove any such claim, lien or encumbrance, or stop or violation notices of record, by bond or otherwise within ten (10) days after notice by Landlord. If Tenant fails to do so, such failure shall constitute a default by Tenant, and Landlord may, in addition to any other remedy, pay the amount (or any portion thereof) or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, or stop or violation notices, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to or any mortgagee's interest in the Property to any such claims, liens or encumbrances, or stop or violation notices, whether claimed pursuant to statute or other Law or express or implied contract.

17. Compliance with Laws/Environmental Provisions.

- a. General Compliance. Tenant at all times during the Lease term, at its own expense, and with all due diligence, shall observe and comply with all state and municipal laws, and federal laws (to the extent not inconsistent with growing marijuana), and related ordinances, rules, and regulations which are now in effect or may later be adopted by any governmental authority having jurisdiction over the Property, and which may be applicable to the Property or any improvement on it. Notwithstanding the fact that Tenant's use of the Property may be inconsistent with federal laws regarding the legality of growing marijuana,

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Tenant shall comply with federal laws concerning environmental matters and substances as they may relate to marijuana and related substances as further described in this Section.

- b. **Environmental Laws.** In furtherance and not in limitation of the foregoing paragraph, Tenant must, at its own expense, comply with all laws, ordinances, regulations and administrative agency or court orders relating to health, safety, noise, environmental protection, waste disposal, hazardous or toxic materials, and water and air quality. In the event any discharge, leakage, spillage, emission or pollution of any type, or other release of hazardous materials occurs upon or from the Property during the Lease term or any holdover thereafter, Tenant shall immediately notify Landlord. Tenant shall, at Tenant's own expense, clean and restore the Property to the satisfaction of Landlord and any governmental body or court, to the extent the discharge, leakage, emission or pollution is deemed attributable to Tenant's use or occupancy of the Property.
- c. **Hazardous Materials on Property.** Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion, keep on or around the Property, for use, disposal, treatment, generation, storage or sale, any substances designed as, or containing components designated as, a "hazardous substance," "hazardous material" (defined in more detail below), hazardous waste," "regulated substance" or "toxic substance" (collectively referred to as "Hazardous Substances"). With respect to any such Hazardous Substances, Tenant shall: (i) comply promptly, timely and completely with all Laws for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers; (ii) submit to Landlord true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities; (iii) within five (5) days of Landlord's request, submit written reports to Landlord regarding Tenant's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to Landlord of Tenant's compliance with all applicable Laws; (iv) allow Landlord or Landlord's agent or representative to come on the Property at all times to check Tenant's compliance with all applicable Laws; (v) comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Property, such levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and (vi) comply with all applicable Laws regarding the proper and lawful use, sale, storage, transportation, generation, treatment and disposal of Hazardous Substances. Any and all costs incurred by Landlord and associated with Landlord's monitoring of Tenant's compliance with this Section 17, including Landlord's attorneys' fees and costs, shall be additional rent and shall be due and payable to Landlord immediately upon demand by Landlord.
- d. **Environmental Indemnity.** Tenant shall be fully and completely liable to Landlord for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the Property. Tenant shall fully indemnify, defend and save Landlord and Landlord's mortgagee, if any, harmless from any and all of the costs, fees, penalties and charges assessed against or

imposed upon Landlord (as well as Landlord's and Landlord's mortgagee's attorneys' fees and costs) as a result of Tenant's use, disposal, transportation, generation and/or sale of Hazardous Substances. Upon Tenant's default under this Section 17, in addition to the rights and remedies set forth elsewhere in this Lease, Landlord shall be entitled to the following rights and remedies: (i) at Landlord's option, to terminate this lease immediately; and/or (ii) to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Landlord and other tenants of the building or Property, any and all damages and claims asserted by third parties and Landlord's attorney's fees and costs. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing indemnity shall not apply to any discharge, leakage, spillage, emission or pollution which is caused by a person who occupies the Property after the termination of this Lease.

- e. **Hazardous Material.** For purposes of this Lease, the term "hazardous material" means any hazardous or toxic substances, material, or waste, including but not limited to those substances, materials, and wastes listed or defined as such in federal, state, or local law, regulation or ordinance, including but not limited to, in the following: U.S. Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101); regulations of the U.S. Environmental Protection Agency (including 40 C.F.R. Part 302; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. and its implementing regulations; the Solid Waste Disposal Act of 1984; AS 46.03.010 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.); and as a petroleum product or oil as defined in 33 U.S.C. § 1321.
- f. **Entry to Perform Testing.** Landlord and its agents at Landlord's sole expense shall have the right to enter and perform testing, analysis and other tasks on the Property as required by any governmental agency including without limitation the Alaska Department of Environmental Conservation.

18. **Waste; Use; No Liens.** Except as to liens arising as a result of work performed by or at the direction of Landlord, which shall be the sole responsibility of Landlord, Tenant agrees that beginning at the commencement of this lease and during the Term hereof, it shall not do or suffer any waste to the Property, or cause, suffer or permit any liens to attach to or to exist against the Property by reason of any act or omission of Tenant or person claiming through Tenant or by reason of its failure to perform any act required of it hereunder. Tenant agrees to save and hold harmless Landlord from and against any such lien(s) or claims of lien(s). Tenant shall not permit the Property to be used for illegal purposes, nor maintain, commit, or permit the maintenance or permission of any nuisance on the Property. Tenant agrees that Tenant's use of the Property and any assignee and/or sub Tenant of Tenant's use of the Property are limited. Provided, however, Tenant shall not be required to pay or discharge any lien against the Property so long as Tenant has given Landlord notice of its intent to contest such lien and Tenant is in good faith contesting the validity or amount thereof and has given to Landlord such security as Landlord has reasonably requested to assure payment of such lien and to prevent the sale, foreclosure or forfeiture of the land, building or Property by reason of non-payment. In the event that any lien does so attach, and is not released within thirty (30) days after written notice to Tenant thereof or if Tenant has not indemnified Landlord against such lien within said thirty (30) day period, Landlord, in its sole discretion, may pay and discharge the same and relieve the Property therefrom, and Tenant agrees to repay and reimburse Landlord upon

demand for the amount so paid by Landlord. The existence of any mechanics', laborer's, material men's, supplier's or vendor's lien, or any right in respect thereof, shall not constitute a violation of this paragraph if payment is not yet due and payable upon the contract or for the goods or services in respect of which any such lien has arisen. On final determination of the lien or claim of lien Tenant will immediately pay any judgment rendered, and all costs and charges, and shall cause the lien to be released or satisfied. Tenant will not use or permit the use of the land, building or Property in any manner which would result (with or without the passage of time) in the creation of any easement or prescriptive right. Tenant shall not use or occupy the Property, or knowingly permit the Property to be used or occupied, contrary to any statute, rule, order, ordinance, requirement, regulation or certificate of occupancy affecting the same, or which would make void or voidable any insurance then in force with respect thereto or which would make it impossible to obtain fire or other insurance thereon required to be furnished hereunder at Tenant's expense, or which would cause structural injury to the improvements or cause the value or usefulness of the Property, or any portion thereof to diminish (reasonable wear and tear excepted), or which would constitute a public or private nuisance or waste, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

19. Hold Harmless. Tenant shall indemnify, save, and hold Landlord harmless against all claims, damages, losses, costs, and expenses, including attorney's fees, for or on account of any injury or damage to any persons or property caused by or resulting from Tenant's possession, use or occupancy of the Property or the activities of any of Tenant's employees or agents. The foregoing indemnity and hold harmless shall include (without limitation) any damages accruing to Landlord as a result of the criminal prosecution, forfeiture seizures, and any other matter resulting in a default by Tenant under the terms of this Lease.
20. Quiet Possession. Upon paying the rent and performing the covenants of this Lease, Tenant shall quietly have, hold, and enjoy the Property and all rights granted to Tenant by this Lease during its term.
21. Landlord's Access. Landlord shall at all reasonable times during Tenant's business hours have access to the Property to view the condition of the Property or to post notices of nonresponsibility. In the event the Purchase Option provided in Section 26 of this Lease is not exercised, Landlord shall also be entitled to put "to lease" or "for lease" signs in and about the Property, and to show the Property to prospective lessees, during the last ten (10) months of the Lease term and any extended term.
22. Abandoned Property. Tenant shall not vacate nor abandon the Property at any time during the lease term nor permit the Property to remain unoccupied for a period longer than ten (10) consecutive days during the lease term. If Tenant vacates or abandons the Property in violation of this Lease, any property that Tenant leaves on the premises shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit. Any property of Tenant sold at public or private sale or retained by Landlord shall have the proceeds of any such sale (or the then current fair market value of such property as may be retained by the Landlord) applied by the Landlord against (a) the expenses of Landlord for removal, storage, or sale of the property, (b) the arrears of rent or future rent payable under this Lease, and (c) any other damages to which Landlord may be entitled hereunder. The balance or such amounts if any shall be given to Tenant.

23. Assignment or Subleasing.

- a. Tenant shall not assign, sublease, pledge, or otherwise encumber this Lease, either voluntarily or through operation of law, without the prior written consent of Landlord. All such unauthorized assignments, subleases, and encumbrances shall be void, and this Lease shall terminate automatically without notice.
- b. Assignment is defined as the creation of any lien, encumbrance, or other interest in this Lease. The consent to one assignment, mortgage, sublease, pledge or encumbrance shall not be deemed consent to be any subsequent assignment, mortgage, sublease, pledge or encumbrance. Any attempt to assign, mortgage, sublease, pledge or encumber without the prior written approval of Landlord will constitute a breach of this Lease and convey no rights or interest in the Lease or Property. Landlord's consent to any assignment, mortgage, sublease, pledge or encumbrance of the Lease by the Tenant, shall be subject to Landlord's option to increase the rental to the amount per square foot of rental for similar lease of commercial space in the vicinity.
- c. Landlord shall have the right to assign this Lease at any time without the consent of Tenant and the assignee or assigns, if any, of Landlord shall take subject to all the terms and conditions of this Lease.

24. Tenant's Default.

- a. The occurrence of any one or more of the following events in this Section 24(a) or Section 24(b) shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Section 25 below: (i) failure to make when due any payment of rent, unless such failure is cured within three (3) days after notice from Landlord; (ii) failure to observe or perform any term or condition of this Lease other than the payment of rent (or the other matters expressly described herein), unless such failure is cured within any period of time following notice expressly provided with respect thereto in other Sections hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following notice from Landlord (provided, if the nature of Tenant's failure is such that more time is reasonably required in order to cure, Tenant shall not be in Default if Tenant commences to cure promptly within such period and thereafter diligently pursues its completion); (iii) failure to cure immediately upon notice thereof any condition which is hazardous, interferes with another tenant or the operation or leasing of the Property, or may cause the imposition of a fine, penalty or other remedy on Landlord or its agents or affiliates; (iv) abandonment and vacation of the Property (failure to occupy and operate the Property for ten (10) consecutive days while in monetary default under this Lease shall conclusively be deemed an abandonment and vacation); (v) Tenant, or any guarantor of this Lease ("Guarantor"), filing by or for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant or such Guarantor, the same is dismissed within thirty (30) days); (vi) Tenant's or any Guarantor's insolvency or failure, or admission of an inability, to pay debts as they mature; or (vii) a violation by Tenant or any affiliate of Tenant under any other lease or agreement with Landlord or any affiliate thereof which is not cured within the time permitted for cure thereunder. Additionally, if Tenant violates the same term or condition of this Lease on two (2) occasions during any twelve (12) month period, Landlord shall have the right to

exercise all remedies for any violations of the same term or condition during the next twelve (12) months without providing further notice or an opportunity to cure, regardless of whether part or all of the security deposit has been applied to the Default or violation. The notice and cure periods provided herein are intended to satisfy any and all notice requirements imposed by Law on Landlord and are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may elect to comply with such notice and cure periods provided by Law.

- b. Notwithstanding any other term in this Lease, Landlord may terminate the Lease immediately if any of the following occur: (i) federal criminal prosecution of Landlord for conspiracy to sell, produce, or transport an illegal drug; (ii) seizure of any of Landlord's property under federal laws providing for forfeiture of assets by those involved in drug trafficking.

25. Landlord's Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provision of this Lease:

- a. Landlord may terminate Tenant's right to possession without termination of this Lease, or Landlord may terminate this Lease and Tenant's right to possession, at any time following a Default; provided, no act of Landlord other than giving notice to Tenant with express statement of termination shall terminate this Lease or Tenant's right to possession. Acts of maintenance, efforts to relet the Property or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of tenant's right to possession. Upon termination of Tenant's right to possession, Landlord shall have the right to reenter the Property and recover from Tenant in addition to any other monies provided herein or at Law: (a) the Worth of the unpaid rent that had been earned by Landlord at the time of termination of Tenant's right to possession; (b) the Worth of the amount of the unpaid rent that would have been earned after the date of termination of Tenant's right to possession through the expiration of the Lease Term; and (c) all other expenses incurred by Landlord on account of Tenant's Default, including without limitation any Costs of Reletting (defined below) and Landlord's attorney fees and collection costs. The "Worth" as used for item (a) above is to be computed by allowing interest at the rate of ten and one-half percent (10.5%) to accrue on all such unpaid rent (or such lesser rate required by Law, if any). The Worth as used for item (b) above is to be computed by discounting the amount of rent at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.
- b. In the event of any such reentry by Landlord, Landlord may, at Landlord's option, require Tenant to remove from the Property any of Tenant's property located thereon. If Tenant fails to do so, Landlord shall not be responsible for the care or safekeeping thereof and may remove any of the same from the Property and place the same elsewhere in the building or in storage in a public warehouse at the cost, expense and risk of Tenant with authority to the warehouseman to sell the same in the event that Tenant shall fail to pay the cost of transportation and storage, all in accordance with the rules and regulations applicable to the operation of a public warehouseman's business. In any and all such cases of reentry Landlord may make any repairs in, to or upon the Property which may be necessary,



desirable or convenient, and Tenant hereby waives any and all claims for damages which may be caused or occasioned by such reentry or to any property in or about the Property or any part thereof.

- c. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not therefor reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies. All rent and other consideration paid by any replacement tenants shall be applied at Landlord's option: (i) first, to the Costs of Reletting (defined below), (ii) second, to the payment of all costs and attorney fees of enforcing this Lease against Tenant or any Guarantor, (iii) third, to the payment of all interest and service charges accruing hereunder, (iv) fourth, to the payment of rent theretofore accrued, and (v) with the residue, if any, to be held by Landlord and applied to the payment of rent and other obligations of Tenant as the same become due (and with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all costs and expenses incurred by Landlord for any repairs, improvements or other matters necessary to prepare the Property for another tenant, brokerage commissions, advertising costs, attorneys' fees, any economic incentives given to enter leases with replacement tenants. With respect to reletting the Property, Landlord shall only be required to use reasonable efforts, and Landlord shall not be required to relet at rental rates or terms less favorable to Landlord than those contained herein. The times set forth herein for the curing of Defaults by Tenant are of the essence with regard to this Lease.

26. Purchase Option. Tenant shall have the option to purchase the Property from Landlord in accordance with the terms and conditions of this Section 26 (referred to as the, "Purchase Option").

- a. Exercise of Option. This Purchase Option may be exercised by Tenant providing written notice mailed to the Landlord at the address provided for the mailing of notices in this agreement; provided that Tenant must be in good standing under the terms of this Lease in order to exercise the Purchase Option.
- b. Timing of Exercise. This Purchase Option may be exercised at any time in the last year of the initial term prior to 5:00pm AKST on June 30, 2020 (or at any time in the last year of the extended term prior to 5:00pm AKST on June 30, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If exercised, closing on the purchase and sale of the Property shall occur on December 31, 2020 (or December 31, 2026 if, and only if, Tenant has exercised Tenant's option to extend the term of this Lease pursuant to Section 4). If the Purchase Option is not exercised by Tenant as provided in this Section, its terms shall lapse, and the Landlord may immediately thereafter list the property for sale or lease.
- c. Contract of Sale. If this Purchase Option is exercised, then this Lease (and more specifically this Section 26) shall become the purchase and sale agreement between the parties.

- d. Title. Title to the premises shall be a good and marketable title in fee simple, free and clear of all encumbrances, except the lien of current real estate taxes not yet due and payable, reservations expressed in the U.S. Patent, easements for roads, gas, electric, water and sewer lines, reservations and restrictions of record, and encroachments ascertainable by physical inspection of the premises. Title shall include any improvements, fixtures, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. The conveyance from Landlord to Tenant will be effectuated via a Statutory Warranty Deed.
- e. Price. If this Purchase Option is exercised, the purchase price for the Property shall be at full appraised value as determined by a qualified third-party real estate appraiser with MAI credentials familiar with the Fairbanks market using full fair value rental rates (and not at the rate provided for in the lease agreement); *provided however*, the appraised value shall not include the fair market value of the improvements Landlord and Tenant *agree in advance that Tenant shall be permitted to remove* set forth on the Exhibit B attached to this Lease (pursuant to Section 16.a of this Lease), initialed, and marked "excluded." Any improvement listed on Exhibit B that is not marked "excluded" *and* initialed by all parties shall be included in the appraised value of the Property. The fair market value of any improvements excluded from the appraised value shall be the fair market value of the improvements or fixtures on the day the transactions contemplated by the Purchase Option are intended to close. Notwithstanding anything to the contrary in this Lease, the purchase price for the Property shall not be less than FIVE THOUSAND DOLLARS and no/100 (\$500,000.00).
- f. Terms of Sale. Tenant will pay the purchase price to the Landlord either (i) in cash or wire transfer acceptable to the Landlord; or, (ii) by making a down payment equal to twenty percent (20%) of the purchase price, with the balance paid in equal monthly installments amortized over fifteen (15) years, with interest to accrue at the prime rate published by Northrim Bank plus 2.0%, with the prime rate being adjusted on January 1 of each year for the term of the obligation. The Tenant may prepay the entire remaining principal and accrued interest after 5 years. Until the entire balance of the purchase price, along with any accrued interest and other charges, is paid, Tenant's obligations under this Section 26, and any uncured obligations in default under this Lease, shall be secured by a first priority deed of trust on the Property in favor of Landlord, which deed of trust shall provide that Tenant shall pay all costs of collection and foreclosure, including actual attorneys' fees, incurred by Landlord in the event of Tenant's default.
- g. Title, Deed, Escrow and Environmental Matters. Landlord agrees to pay the cost of procuring an owner's standard title insurance policy. Landlord and Tenant agree to evenly divide any costs of drawing and preparing the deed and attendant security instruments, as well as escrow fees and charges, and any other charges and fees associated with closing; provided that Tenant shall be solely responsible for any cost arising out of Tenant's financing or required by Tenant's lender. Tenant shall assume and hold Landlord harmless from any liability associated with the Property including any and all outstanding environmental liability, whether arising prior to or after closing on the purchase and sale of the Property.

h. **Survival of Obligations.** All sums payable to Landlord from Tenant under this Lease, whether for rent or otherwise, shall survive the exercise of the Purchase Option and remain owing to Landlord after closing on the sale of the Property. Following the sale of the Property by Landlord to Tenant pursuant to this Purchase Option, the provisions of this Lease that may be performed or relied upon after closing shall survive the closing on the purchase and sale of the Property.

27. **Notices.** Except as expressly provided to the contrary in this Lease, every notice or other communication to be given by either party to the other with respect hereto or to the Property, shall be in writing and shall not be effective for any purpose unless the same shall be served personally, or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, to the parties at the addresses set forth below, or such other address or addresses as Landlord or Tenant may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been given as of the third business day following the date of such mailing (or as of any earlier date evidenced by a receipt from such national air courier service or the United States Postal Service) or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein. The addresses for the purpose of giving notice shall be:

Landlord: CCM Investments, LLC  
Attn: Catherine H. Miller  
1630 S. Lane Street  
Seattle, WA 98144

Tenant:  
Nathan Abott Davis  
511 30<sup>th</sup> Avenue  
Fairbanks, AK 99701

With a copy to:  
CCM Investments, LLC  
c/o MB Services, Inc.  
845 K Street  
Anchorage, AK 99501

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

28. **Waiver and Forbearance.** Except to the extent that the Landlord may have otherwise agreed in writing, no waiver by the Landlord of any breach by the Tenant of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by the Landlord to seek a remedy for any breach of the Tenant be deemed a waiver by the Landlord of its rights or remedies with respect to such breach.

29. **Collection of Less Than Monthly Rent.** No payment by Tenant or receipt by Landlord of an amount less than the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check effect any accord and satisfaction, but Landlord may accept such rent payment without prejudice to his rights to collect the balance of such rent.

30. **Collection of Rent from Others.** If this Lease is assigned, or if the Property or any part thereof is underlet, sublet, or occupied by any person other than Tenant, Landlord may collect rent from such

assignee, under tenant, sub-Tenant, or occupant and apply the net amount collected to the rent reserved herein, and no such collection shall be deemed a waiver of the covenant herein against assignment, under letting, or subletting or an acceptance of the assignee, under tenant, sub Tenant, or occupant as Tenant, and in every such case Tenant shall perform and continue to perform all of the covenants of this Lease on the part of Tenant to be performed.

31. Estoppel Certificate. Tenant shall at any time upon reasonable notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rent or other charges have been paid in advance, if any.
32. Eminent Domain. If the Property or any material portion of it is taken or appropriated or condemned by reason of eminent domain, or sold under the threat of the exercise of such power, this Lease may be canceled at the option of either the Landlord or the Tenant, by either party giving thirty (30) days written notice to the other. Any award for the taking of all or any part of the Property under the power of eminent domain shall be the sole property of the Landlord; provided that the taking of a portion of the Property for street or sidewalk purposes exclusive of any portion of building shall not warrant any abatement or entitle Tenant to any abatement of annual rental.
33. Subordination and Nondisturbance. This Lease and all of the rights of Tenant are and shall be subject and subordinate to the lien of every security interest, deed of trust and every mortgage now or hereafter placed on the Property or any part thereof (except the property of Tenant and others stated to be removable under this Lease), and to any and all renewals, modifications, consolidations, replacements, extensions, or substitutions of any such security interest, mortgage or deed of trust ("encumbrances"). In addition, the interest of Tenant shall be subject and subordinate to the interest of a purchaser of the Property who acquires an interest subsequent to the date of this Lease.
34. Successors and Assigns. The covenants and agreements of this Lease shall be binding upon the legal representatives, successors, and assigns of the parties.
35. Attorney's Fees. If, by reason of any default on Tenant's part in the performance of the terms and conditions or provisions of this Lease, including the Purchase Option provided at Section 26, Landlord deems it necessary to employ an attorney, Tenant shall pay all costs, expenses and attorney's fees expended or incurred by Landlord.
36. Headings. The headings used in this Agreement are inserted for convenience only and shall be disregarded in construing this Lease.
37. Rule of Construction. The rule of strict construction of a document against the drafter is waived in partial consideration for the other covenants contained herein, and all parties to this Lease recognize that they have been represented by separate counsel or have been afforded that opportunity in this transaction, and all terms and conditions herein have been negotiated at arms length.
38. Amendment or Modification. No amendment, change or modification of this Agreement shall be valid unless that modification is in writing and signed by all parties to this Agreement.

39. Prior Agreements. This Agreement contains the entire agreement between the parties. Any prior representation, promise or condition, oral or written, not incorporated herein shall not be binding upon the parties.
40. Memorandum of Lease. Tenant agrees that Tenant will not record this Lease. At the request of either Landlord or Tenant, the parties shall execute a memorandum lease for recording purposes in lieu of recording this Lease in a form substantially similar to Exhibit A of this Lease.
41. Brokerage Representation. The parties acknowledge Alaska Commercial Properties, Inc has represented Landlord in this transaction. Landlord represents that Landlord shall be responsible for any fees or commissions due to Alaska Commercial Properties, Inc. for this Lease and the subsequent sale of the Property if the Tenant exercises the Purchase Option. Tenant has not engaged a separate broker for this transaction.
42. Jurisdiction and Applicable law. This Agreement shall be construed, interpreted and enforced, pursuant to the laws of the State of Alaska, and the parties agree that the Anchorage Superior Court in the Third Judicial District for the State of Alaska shall have exclusive jurisdiction of any suit or proceeding brought with respect to this document.
43. Interpretation. Whenever the singular number is used in this Lease and when required by context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporations, firms, or associations. If there be more than one Tenant, the obligations imposed under this Lease upon Tenant shall be joint and several.
44. Severability. If any portion of this Lease is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the remaining portions of this lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the 1 day of January, 2016.

LANDLORD: CCM Investments, LLC  
 Address: 1630 S. Lane Street  
 Seattle, WA 98144  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 By: Catherine H. Miller  
 Catherine H. Miller, Managing Member

TENANT: Nathan Abott Davis  
 Address: 501 W. Crestwood  
Wasilla, Alaska 99654  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 By: Nathan Abott Davis  
 Nathan Abott Davis

EXHIBIT A - MEMORANDUM OF LEASE

This Memorandum of Lease is entered into this 28 day of December, 2015 by and between CCM Investments, LLC ("LANDLORD"), and Nathan Abott Davis ("TENANT").

1. Property. Landlord has leased to Tenant the premises described in that certain Lease between Landlord and Tenant, dated the 1 day of January, 2016, located in the State of Alaska and more particularly described as follows:

Lot One "A" (1A), Rees Subdivision, according to Plat 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

2. Term. The Lease commences on January 1, 2016, and terminates on December 31, 2020; provided that Tenant has one option to extend the term of the Lease for sixty (60) months.

3. Option to Purchase. The Lease contains an option for Tenant to purchase the Property, exercisable by Tenant.

LANDLORD: CCM Investments, LLC  
Address: 1630 S. Lane Street  
Seattle, WA 98144

By: Catherine H. Miller  
Catherine H. Miller, Managing Member

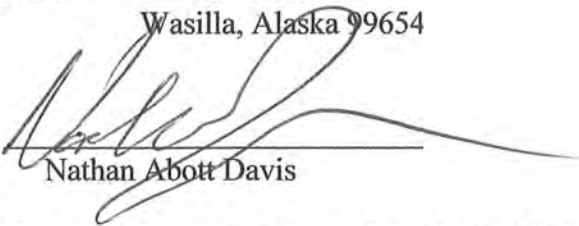
The foregoing instrument was acknowledged before me this 28 day of December, 2015 by Catherine H. Miller, Managing Member, on behalf of CCM Investments, LLC, an Alaska Limited Liability Company.

Abdihakim A. Ali  
Notary Public for ~~Alaska~~ Washington  
My commission expires: 12-08-18



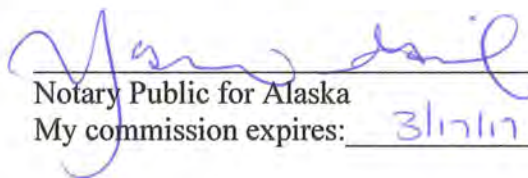
ND

TENANT: Nathan Abott Davis  
Address: 501 W. Crestwood  
Wasilla, Alaska 99654

By:   
Nathan Abott Davis

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of December, 2015  
by Nathan Abott Davis.



  
Notary Public for Alaska  
My commission expires: 3/17/17

TO BE RECORDED IN THE FAIRBANKS RECORDING DISTRICT. AFTER RECORDING  
RETURN TO: Peter Brautigam, Manley & Brautigam, PC, 845 K Street, Anchorage, AK 99501



EXHIBIT B – SCHEDULE OF TENANT IMPROVEMENTS AGREED IN ADVANCE

The parties agree that Tenant shall be permitted or required to remove and take the following fixtures and improvements with Tenant upon expiration of the Lease between CCM Investments, LLC and Nathan Abott Davis dated \_\_\_\_\_, 20\_\_ (the "Lease"); provided that Tenant shall remove the items at Tenant's sole expense and shall repair the Property as provided in Section 12 and Section 16 of the Lease. The parties shall indicate whether the fair market value of those items will be excluded from the appraised value of the Property in the event Tenant exercises its option to purchase the Property pursuant to Section 25.e. of the Lease by marking "Excluded" below. Any capitalized terms not otherwise defined in this Exhibit B shall have the definition set forth in the Lease. To the extent any term of this Exhibit conflicts with the terms of the Lease, the terms of the Lease shall control.

<u>Improvement</u>	<u>To Be Removed?</u>	<u>Will the Fair Market Value be Excluded?</u>	<u>Initials</u>	<u>Date</u>
1. pending final list				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Exhibit B – Schedule of Tenant Improvements Agreed in Advance



**ADDENDUM TO COMMERCIAL LEASE AGREEMENT  
(Dated December 28, 2015)**

WHEREAS CCM Investments, LLC (as "Landlord") and Nathan Abott Davis (as "Tenant") entered into a Commercial Lease Agreement (the "Agreement") dated December 28<sup>th</sup>, 2015, concerning real property and improvements located at 511 30<sup>th</sup> Avenue in Fairbanks, Alaska 99701, and with a legal description of:

**Lot One "A" (1A), Rees Subdivision, according to Plat No. 2010-95 filed in the Fairbanks Recording District, Fourth Judicial District, State of Alaska**

AND WHEREAS said Tenant has assigned Tenant's rights pursuant to the Commercial Lease Agreement by Assignment and Sub-Lease to **Green Life Supply, LLC**, an Alaska Limited Liability Company; and

WHEREAS Landlord and Tenant desire to modify and amend certain portions of said Commercial Lease Agreement;

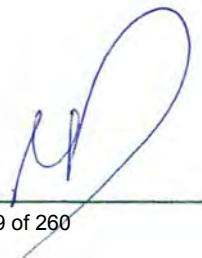
NOW THEREFORE, Landlord and Tenant hereby agree to the following amendments and modifications of paragraph 3 and paragraph 25 in said Commercial Lease Agreement:

3. **Use of Property.** Tenant shall use the Property for the following limited purpose, and for no other purpose without the prior written consent of the Landlord: commercial cannabis grow operation and production of marijuana products, **to include the cultivation, production and retail sales of such products**, subject to the terms and conditions of this Lease. Tenant shall be responsible for securing any necessary permits, licenses or other approvals necessary to operate its business. Landlord's consent to other business uses of the Property by Tenant shall not be unreasonably withheld.

25. **Landlord's Remedies.** Landlord expressly agrees that, notwithstanding one or more defaults in any of the terms of the Commercial Lease Agreement, **in no event shall Landlord shall have any right to take possession of any marijuana products of any kind or sort.**


By signatures below, Landlord CCM Investments, LLC, Tenant Nathan

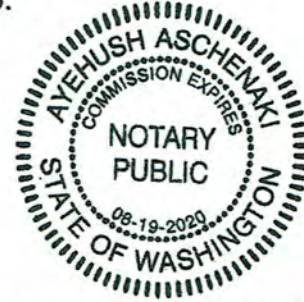
Nathan Davis / Green Life Supply, LLC – Addendum to Commercial Lease Agreement  
Page 1



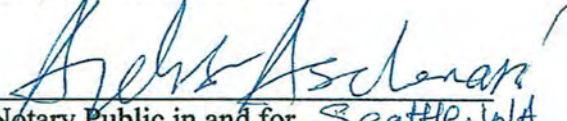
Abott Davis, and Sub-Lessee Green Life Supply, LLC, hereby consent to the above modifications and amendments to paragraph 3 and paragraph 25 of the Commercial Lease Agreement dated December 28, 2016.

**Landlord – CCM Investments, LLC**

By:   
**Catherine H. Miller / Managing Member**



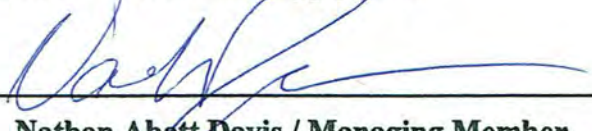
The foregoing was acknowledged before me this 19 day of December, 2016, by **Catherine H. Miller**, as **Managing Member** of **CCM Investments, LLC**, an Alaska Limited Liability Company, and with authority to execute the same.

  
Notary Public in and for Seattle, WA  
My commission expires: 08-19-2020

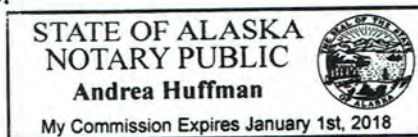
**TENANT / Sub-Lessor: Nathan Abott Davis**

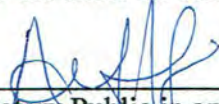
  
**Nathan Abott Davis**

**Sub-Lessee: Green Life Supply, LLC**

By:   
**Nathan Abott Davis / Managing Member**

The foregoing was acknowledged before me this 19<sup>th</sup> day of December, 2016, by **Nathan Abott Davis**, both individually and as **Managing Member** of **Green Life Supply, LLC**, and with authority to execute the same on behalf of Green Life Supply, LLC.



  
Notary Public in and for Alaska  
My commission expires: 1/1/2018



# MEMORANDUM

City of Fairbanks Clerk's Office

D. Danyielle Snider, CMC, City Clerk

TO: Mayor Jim Matherly and City Council Members  
 FROM: D. Danyielle Snider, CMC, City Clerk (18)  
 SUBJECT: Transfer of Liquor License Ownership and Name Change  
 DATE: January 3, 2017

An application has been received from the State Alcohol and Marijuana Control Office (AMCO) for transfer of ownership and name change for the following liquor license applicant:

License Type: Beverage Dispensary, License #2847  
 D.B.A.: **Hi-Jinx**  
 Licensee/Applicant: ENLAK, LLC  
 Physical Location: 1351 Cushman Street, Fairbanks, Alaska  
 From: Bojangles / Scruff-N-Pork's, Inc.  
 Location: 1351 Cushman Street, Fairbanks, Alaska

Corp/LLC Agent:	Address	Phone	Date/State of Ltd Partner/Corp	Good standing?
ENLAK, LLC Robert G. Ney, Jr.	2310 Larissa Drive Fairbanks, AK 99712	916-223-6170	09/13/2016 – AK	Yes

*Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.*

Member/Officer/Director:	Address	Phone	Title/Shares (%)
Robert G. Ney, Jr. Partner	2310 Larissa Drive Fairbanks, AK 99712	916-223-6170	25%
Heather Jordan Partner	982 Bennett Drive Fairbanks, AK 99712	907-371-6979	25%
Joseph Mulholand Partner	224 Eureka Avenue Fairbanks, AK 99701	907-978-3466	50%

Pursuant to FCG Sec. 14-178 the Council must determine whether or not to protest the liquor license action after holding a public hearing.

Please note that there are no departmental objections to this transfer.

## Dani Snider

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**From:** Oates, Sarah D (CED) <sarah.oates@alaska.gov>  
**Sent:** Tuesday, January 17, 2017 9:38 AM  
**To:** Dani Snider  
**Cc:** AMCO Local Government Only (CED sponsored)  
**Subject:** RE: Lic #2847, Bojangles

Good morning, Dani:

Emailing you was on my to-do list of items to tackle today, so thank you for reaching out.

We received a document with notarized signatures from both parties that rescinded the transfer application. No additional action is necessary from the City. The applicant will need to resubmit all forms and fees in order for any transfer to be considered by the board, and in order for AMCO staff to send another set of formal notices out regarding an application.

Please let me know if you have any additional questions or concerns about this application.

Thank you,

### Sarah Daulton Oates

Program Coordinator  
Alcohol & Marijuana Control Office  
Phone: 907.269.0350  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)



Please consider the environment before printing this e-mail.

**From:** Dani Snider [<mailto:DSnider@fairbanks.us>]  
**Sent:** Tuesday, January 17, 2017 8:48 AM  
**To:** Oates, Sarah D (CED)  
**Subject:** Lic #2847, Bojangles

Sarah,

We talked briefly on the phone a week or two ago about the Bojangles transfer. I received a letter from the transferor and transferee requesting that the City not take any action. The City Council postponed the item to the January 23 meeting, and I wanted to check with you to see if they've formally withdrawn their application for transfer to ENLAK LLC (DBA Hi-Jinx) before it goes before the Council again.

Thanks,

*D. Danyielle Snider, CMC*  
City Clerk | City of Fairbanks  
800 Cushman Street | Fairbanks, AK 99701  
P (907) 459-6774 | F (907) 459-6710  
[dsnider@fairbanks.us](mailto:dsnider@fairbanks.us)

**RESOLUTION NO. 4768**

**A RESOLUTION ADOPTING A CITY OF FAIRBANKS  
DIVERSITY ACTION PLAN**

**WHEREAS**, on March 10, 2014, the City Council approved Ordinance No. 5939, as Amended, enacting FGC Sections 2-231 through 2-235 and creating a Fairbanks Diversity Council; and

**WHEREAS**, the Fairbanks Diversity Council began meeting in September of 2014 and meets regularly on the second Tuesday of each month; and

**WHEREAS**, one of the purposes of the Fairbanks Diversity Council is to draft and present to the City Council a Diversity Action Plan; and

**WHEREAS**, the Fairbanks Diversity Council held multiple strategic planning sessions, under the guidance of the Chief of Staff and, with the help of other City staff, drafted a Diversity Action Plan; and

**WHEREAS**, on October 11, 2016, the Fairbanks Diversity Council voted unanimously to adopt a City of Fairbanks Diversity Action Plan and recommends adoption of the Plan by the City Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS** that the attached City of Fairbanks *Diversity Action Plan* is hereby adopted and will be made available at the City's website, [www.fairbanksalaska.us](http://www.fairbanksalaska.us). The Plan may be amended by resolution of the City Council.

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2017 .

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**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, CMC, City Clerk

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Paul J. Ewers, City Attorney

## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>1. Internal City Processes.</b> Review internal City processes such as hiring, promotions and recruiting. Provide guidance and training to senior staff on how to improve workforce diversity and ultimately, hire and promote a qualified and diverse workforce that benefits all City stakeholders.	<b>Required – Develop 5-year Diversity Action Plan (DAP)</b> as directed by City Ordinance 5939.	DAP will: 1. Increase the capacity of the City to perform key primary mission, and 2. Provide EEO and diversity related guidance to the Fairbanks City Council and Fairbanks North Star Borough Assembly, and 3. Create a workforce reflective of the community we serve.	Mayor's Office	Complete
	Conduct and review City of Fairbanks employee EEO survey and demographics data. Suggest benchmark EEO and diversity goals. Continue increased efforts to encourage diversity in the applicant pool. Annually results will be reflected in the data collected, specifically in the areas of recruitment and retention.	Thorough analysis of the City's current EEO and diversity composition and recommendations of EEO and diversity performance goals that reflect the Fairbanks community.	Diversity Council  Mayor's Office	End of the Year Data  Ongoing
	<del>Form a screening committee for City of Fairbanks jobs interviews. Screening committee will appoint FDC members <u>will be invited</u> to participate in all <u>key (public safety and supervisory)</u> City of Fairbanks employment interviews.</del>	Community stakeholders to ensure hiring managers are aware of and engaged in diversity related issues before hiring decision is made.	Diversity Council  Human Resources	Ongoing
	Review City of Fairbanks recruitment and promotion practices, to include application forms, recruiting sites, interview practices, applicant screening and all internal processes related to recruitment and promotion of City Staff. Prepare report and suggested changes.	Tangible suggestions to improve and overcome barriers to the City's recruiting, hiring and promotion practices as they relate to a more diverse workforce.	Diversity Council  Human Resources	A presentation will be scheduled for a complete overview
	<u>Work with Human Resources to develop a City-wide diversity employment plan and a training curriculum for awareness of the importance and inclusion of diverse groups in our community. Periodically review training given to all employees.</u>	<u>Improve workforce diversity through hiring and promotion of qualified and diverse employees</u>	<u>Diversity Council</u>  <u>Human Resources</u>	<u>Ongoing</u>

## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>2. Financial Resources.</b> Ensure sufficient resources are available to implement DAP	Seek out and engage community partners who can provide expertise and resources	Ensure facilities and staff resources are available to implement DAP	Mayor's Office  FDC Members	In progress
	Create a proposed budget for expenses related to promotions and outreach activities; funds to be allocated by the Fairbanks City Council to the Mayor's Community Promotions budget.	Appropriately fund FDC activities where in-kind and in-house expertise is not available.	Mayor's Office	Ongoing  2015 funds were approved in the annual City Budget

## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>3. Internal City Policies and Procedures.</b> City of Fairbanks Internal Policies and Procedures will work to create greater diversity among the workforce. Monitor changes to City Policies and Procedures that are relevant to achieving greater diversity and consistent with the DAP.	Establish workgroup or committee to review internal City policies and procedures and identify barriers to achieving greater diversity and consistent with the DAP.  Work with the Chief of Staff to review the current policies.	Ensure City of Fairbanks internal policies and procedures are equitable.  Chief of Staff is currently updating and accounting for all City Policies. These documents will be collected in a City Policy Manual.	Policy & Procedure Committee  Mayor's Office	Ongoing  Committee formed and reviewing hiring procedures
	Review City of Fairbanks Affirmative Action Plan. Update as needed and integrate into internal City of Fairbanks operations related to recruitment, promotion and retention of staff	Assess diversity progress at the City of Fairbanks.	Diversity Council Mayor's Office	Summer 2016 – HR will present the approved plan to the FDC



## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>4. Education and Training.</b> Provide multi-tiered and on-going strategic and collaborative education and outreach to the City of Fairbanks leaders, staff and residents.	<b>Required – Review State, Local, National Diversity Council Work</b> as directed by City Ordinance 5939.	Educate FDC on ways other communities have implemented DAPs, to include efforts toward continuous and comprehensive diversity education.	Mayor’s Office	Complete
	<b>Required – Provide Reports and Recommendations to City Council</b> as directed by City Ordinance 5939. City staff will provide initial training and education to FDC members on methods of governance and communication to the Fairbanks City Council.	Ensure FDC can effectively and efficiently communicate observations and recommendations to the City Council for consideration of adoption.	Edu/Outreach/Media /Communications Committee  Mayor’s Office	Ongoing
	<b>Required – Assist with Accessibility Issues</b> as directed by City Ordinance 5939. Form committee to assess and examine common barriers to equal accessibility, examine public policy and practice issues that lead to inequities in accessibility, and provide recommendations to City leaders and staff.	Ensure continuous improvement and awareness of accessibility and access barriers.	Accessibility Committee  City Engineer’s Office  <u><b>City Building Department</b></u>	Ongoing  Committee Formed, ongoing meetings
	Implement current events discussions and calendar and declare a 'diversity topic of the month for FDC meetings	Continuous and comprehensive education on diversity.	Edu/Outreach/Media /Communications Committee	Ongoing
	Develop and maintain collaborative partnerships with other groups and jointly conduct recurring diversity awareness training and discussion for City Council members and City staff.	Ensure staff at all levels of the organization understands principles of diversity leadership and are considerate of EEO principles, biases and discrimination.	Human Resources  FDC Committees	Ongoing

## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>5. Community Outreach.</b> Raise the profile and awareness of diversity in the Fairbanks Community in order to foster a safe and trusted voice and venue for the Fairbanks community.	<b>Required – Plan, develop &amp; implement Public Awareness Plans</b> as directed by City Ordinance 5939. Create a procedure on how committee will handle public input.	Procedure: Verbal concerns, feedback or written concerns shared with DC members and direct public input/concerns submitted to the city clerk will be distributed by clerk to all DC members	Policy & Procedure Committee  City Clerk  All FDC Members	Procedure Complete  Process Ongoing
	<b>Required - Provide citizen forum</b> as directed by City Ordinance 5939. The FDC will provide two public comment periods at FDC meetings. Increase public awareness of meetings and FDC.	A safe and trusted voice and venue for the community.	FDC Members  City Clerk	Ongoing
	The FDC will develop active and continuously monitored communications aimed at interconnecting different groups. Possible media tools to be used are: TV, radio, social media, web pages and email.	Raise community awareness of the importance of acceptance and inclusion of diverse groups in our community	Edu/Outreach/Media /Communications Committee & City PIO	Ongoing
	Survey public to find most effective outreach communication methods.	Raise community awareness of diversity issues.	Edu/Outreach/Media /Communications Committee & City PIO	Not started
	FDC will identify key community leaders and extend invitations to speak at FDC and Fairbanks City Council meetings and other community events on topics of interest.	Diversity issues are shared in deliberate manner with community leaders, youth and stakeholders. Encourage leaders to spread message(s) in their organizations and circle of influence.	Edu/Outreach/Media /Communications Committee  Mayor’s Office	Ongoing
	FDC representation at local events and activities	Presence at local events such as but not limited to: Juneteenth, WEIO, Intertribal PowWow, Golden Days, International Friendship Day, AFN, MLK, Festival of Native Arts	FDC Members	Ongoing
	Identify and utilize FDC member liaisons with diverse community groups	Increase communication and awareness between FDC and diverse community groups	FDC Members	Ongoing
	Periodically hold moderated Courageous Conversations and other public forums	Gauge public concerns	Diversity Council	Ongoing

## CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

Goal	Tasks	Desired Results	Responsibility	By When?
<b>6. Diversity Promotion.</b> Promote diversity related activities in the Fairbanks community in order to increase cross-cultural community involvement.	Actively support Fairbanks Police Department's community oriented policing (COP) initiative by being present at COP events and endorsing the COP initiative at every opportunity. FDC will submit Resolution of support to the Fairbanks City Council.	FDC demonstrates support and implementation of Community Oriented Policing effort.	Diversity Council  Police Chief	Ongoing support  Resolution approved 9/13/16
	Identify opportunities to promote FDC message and talking points at open venues such as City Council and Assembly meetings, School Board Meetings and Corporate Share Holder Meetings.	FDC issues and priorities are shared in deliberate manner with community stakeholders. Promote diversity messages and current initiatives to wider, cross-cultural audience.	Edu/Outreach/Media /Communications Committee & City PIO	In progress
	Develop partnerships with external agencies in order to motivate people of different and diverse backgrounds to apply for positions at the City of Fairbanks.	The City of Fairbanks will reach a more diverse pool of prospective applicants who are interested in public service. City workforce diversity will be more reflective of the community. Monthly HR updates	Mayor's Office  Human Resources	Ongoing
	Implement or promote a Fairbanks-wide diversity day celebration.	Improve public awareness of diversity and diversity related issues.	Edu/Outreach/Media /Communications Committee	Ongoing
	Plan and host a community wide diversity forum event/Courageous Conversations	Improve public awareness of diversity and diversity related issues.	Edu/Outreach/Media /Communications Committee	Ongoing
	Recognize local work places that promote diversity. Recognition will be based on objective criteria. Recognition will come from nominations by other organizations and work places and will be reviewed by a committee of the FDC.	Improve public awareness of diversity and diversity related issues.	Diversity Council	Not started  Ongoing
	Representation of FDC members on City interview boards	Increased diverse pool of employees and/or employees having greater awareness of diversity issues	FDC members  Human Resources	Ongoing

# CITY OF FAIRBANKS DIVERSITY ACTION PLAN (AMENDED)

## FDC Committees:

### **Education & Outreach / Media & Communications Committee** (Trina, Jeff, Shirley, Jo Ann, Angela, Ana, Rosalind, Travis)

Objectives: Build awareness of Diversity Council activities and concerns with community, employees and City Council; Develop communications plan and work with FDC committees to communicate key messages to all City stakeholders

### **Policy & Procedure Committee** (Shirley, Rita, Doug, Jo Ann, June, Kelvin, Marna)

Objectives: Review City-wide policies and procedures and pending legislation to ensure welcoming and inclusive language. Review City of Fairbanks Ordinances and Resolutions while in legislative process and provide comment and guidance regarding diversity related issues to the City Council and City staff.

### **Accessibility Committee** (Doug, Ana, Jo Ann, Jeff, Rita, Montean, Amber)

Objectives: Develop continuous improvement and awareness of accessibility and access barriers in the City.

**ORDINANCE NO. 6038**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
CHAPTER 82 AND ADOPTING REVISED WASTEWATER TREATMENT  
REGULATIONS**

**WHEREAS**, in 2007, the City Council adopted Ordinances 5701, 5702, and 5703 to implement new requirements of federal law regarding storm water runoff; and

**WHEREAS**, since the adoption of the Ordinances the Alaska Department of Environmental Conservation assumed authority over storm water regulations from the U.S. Environmental Protection Agency in October of 2009 and issued the City a new Permit with new terms and conditions; and

**WHEREAS**, in accordance with new terms and conditions of the Permit, the City must maintain and update the Ordinances to be consistent with the new Permit and current version of the Alaska Construction General Permit; and

**WHEREAS**, the Engineering Department has extensively reviewed the storm water requirements, with input from other agencies, and recommends the following revisions be made; and

**WHEREAS**, in 2013 by Ordinance No. 5919, Divisions 2-9 of Article II, Chapter 82, were codified by reference with copies available at the City Clerk's Office and online; the same is now proposed for Divisions 10-12.

**NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Fairbanks as follows:**

**Section 1.** The City hereby adopts the Revised Wastewater Treatment Regulations contained in Attachment "A" to this Ordinance and by this reference incorporates those regulations as part of the Fairbanks General Code.

**Section 2.** FGC Section 82-30 is amended as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

**Sec. 82-30. – Adoption.**

(a) The ~~2017~~<sup>2013</sup> version of the Wastewater Treatment Regulations (Attachment "A" to Ordinance No. ~~6038~~<sup>5919</sup>) is adopted by the City of Fairbanks.

(b) Copies of the Wastewater Treatment Regulations will be made available at the City Clerk's Office and made accessible online at the City's website.

DIVISIONS 2 – 12. – RESERVED  
Secs. 82-31—82-388. – Reserved.

**Section 3.** That the effective date of this ordinance is the \_\_\_\_ day of January 2017.

\_\_\_\_\_  
**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Danyielle Snider, CMC, City Clerk

\_\_\_\_\_  
Paul J. Ewers, City Attorney

## Attachment "A"

### City of Fairbanks

#### 2017 Wastewater Treatment Regulations\*

##### Division 1. Generally

- Sec. 82-31. Definitions.
- Sec. 82-32. Abbreviations.
- Sec. 82-33. Purpose and policy.
- Sec. 82-34. Wastewater utility established.
- Sec. 82-35. Establishing industrial cost recovery system.
- Sec. 82-36. Administration.
- Sec. 82-37. Adoption and amendment of rules and regulations; resolution of conflicts.
- Sec. 82-38. Use of public sewer required.
- Sec. 82-39. Vandalism.
- Sec. 82-40. Compliance of plans and specifications with standards.
- Sec. 82-41. Review of plans and specifications.
- Sec. 82-42. Time limitation for completion and acceptance of construction.
- Secs. 82-43--82-65. Reserved.

##### Division 2. Administration and Enforcement

- Sec. 82-66. Notification of violation.
- Sec. 82-67. Consent orders.
- Sec. 82-68. Show cause hearing.
- Sec. 82-69. Compliance orders.
- Sec. 82-70. Cease and desist orders.
- Sec. 82-71. Administrative fines.
- Sec. 82-72. Emergency suspensions.
- Sec. 82-73. Termination of discharge.
- Sec. 82-74. Availability of records.
- Sec. 82-75. List of noncompliant users.
- Sec. 82-76. Water supply severance.
- Sec. 82-77. Contractor listing.
- Sec. 82-78. Injunctive relief.
- Sec. 82-79. Civil penalties.
- Sec. 82-79.1 Criminal prosecution.
- Sec. 82-80. Affirmative defense; upset.
- Sec. 82-81. Affirmative defense; prohibited discharge standards.
- Sec. 82-82. Affirmative defense; bypass.
- Secs. 82-83--82-105. Reserved.

**\*Adopted by Ordinance No. 6038**

### **Division 3. Service Connections**

- Sec. 82-106. Permit required.
- Sec. 82-107. Responsibility for damage.
- Sec. 82-108. Investigation of permit applications.
- Sec. 82-109. Plumbing requirements.
- Sec. 82-110. Individual sewer service.
- Sec. 82-111. Maintenance and repair.
- Sec. 82-112. Disclaimer of warranty.
- Secs. 82-113--82-135. Reserved.

### **Division 4. Liquid Waste Hauler Permit**

- Sec. 82-136. Required.
- Sec. 82-137. Application.
- Sec. 82-138. Disposal charge.
- Sec. 82-139. Conformity with article.
- Sec. 82-140. Sampling authorized.
- Sec. 82-141. Liquid waste hauler permit conditions.
- Sec. 82-142. Use of electronic cards.
- Sec. 82-143. Discontinuance of discharges authorized.
- Sec. 82-144. Denial of permit.
- Sec. 82-145. Revocation, suspensions, probation.
- Sec. 82-146. Private wastewater disposal.
- Sec. 82-147. Building sewers.
- Secs. 82-148--82-170. Reserved.

### **Division 5. Wastewater Discharge Permit**

- Sec. 82-171. Required for significant industrial users.
- Sec. 82-172. Existing significant industrial user (SIU).
- Sec. 82-173. New sources and new users.
- Sec. 82-174. Extrajurisdictional users.
- Sec. 82-175. Wastewater discharge permit application contents.
- Sec. 82-176. Signatory and certification requirement.
- Sec. 82-177. Wastewater discharge permit decisions.
- Sec. 82-178. Wastewater discharge permit contents.
- Sec. 82-179. Wastewater discharge permit appeals.
- Sec. 82-180. Wastewater discharge permit duration.
- Sec. 82-181. Wastewater discharge permit modification.
- Sec. 82-182. Wastewater discharge permit transfer.
- Sec. 82-183. Wastewater discharge permit revocation.
- Sec. 82-184. Wastewater discharge permit reissuance.
- Secs. 82-185--82-205. Reserved.



## **Division 6. General Requirements**

- Sec. 82-206. Prohibited discharge standards.
- Sec. 82-207. Federal Categorical Pretreatment Standards.
- Sec. 82-208. State requirements.
- Sec. 82-209. Local limits.
- Sec. 82-210. Right of revision.
- Sec. 82-211. Special agreement.
- Sec. 82-212. Dilution.
- Sec. 82-213. Pretreatment facilities.
- Sec. 82-214. Deadline for compliance with applicable pretreatment requirements.
- Sec. 82-215. Additional pretreatment measures.
- Sec. 82-216. Accidental discharge/slug control plans.
- Secs. 82-217--82-240. Reserved.

## **Division 7. Reporting Requirements**

- Sec. 82-241. Baseline Monitoring Report (initial compliance report).
- Sec. 82-242. 90 Day Compliance Report (Periodic compliance report).
- Sec. 82-243. Compliance schedules for meeting applicable pretreatment standards.
- Sec. 82-244. Notification of significant production changes.
- Sec. 82-245. Hazardous waste notification.
- Sec. 82-246. Notice of potential problems, including accidental spills and slug loadings.
- Sec. 82-247. Noncompliance reporting.
- Sec. 82-248. Notification of changed discharge.
- Sec. 82-249. Reports from unpermitted users.
- Sec. 82-250. Recordkeeping.
- Secs. 82-251--82-270. Reserved.

## **Division 8. Sampling and Analytical Requirements**

- Sec. 82-271. Sampling requirements for users.
- Sec. 82-272. Analytical requirements.
- Sec. 82-273. GHU monitoring of user's wastewater.
- Secs. 82-274--82-295. Reserved.

## **Division 9. Inspection**

- Sec. 82-296. Authorized.
- Sec. 82-297. Superintendent's access.
- Sec. 82-298. Monitoring facilities.
- Sec. 82-299. Search warrants.
- Sec. 82-300—82-309. Reserved.

## Division 10. Construction Site Stormwater Runoff

- Sec. 82-310. Introduction/Purpose.
- Sec. 82-311. Definitions.
- Sec. 82-312. Applicability.
- Sec. 82-313. Responsibility for administration.
- Sec. 82-314. Severability.
- Sec. 82-315. Ultimate responsibility.
- Sec. 82-316. Permit.
- Sec. 82-317. Review and approval.
- Sec. 82-318. ESCP requirements.
- Sec. 82-319. SWPPP requirements.
- Sec. 82-320. Inspection.
- Sec. 82-321. Notification of spills.
- Sec. 82-322. Enforcement.
- Sec. 82-323. Appeal of notice of violation.
- Sec. 82-324. Enforcement measures after appeal.
- Sec. 82-325. Cost of abatement of the violation.
- Sec. 82-326. Injunctive relief.
- Sec. 82-327. Compensatory action.
- Sec. 82-328. Violations deemed a public nuisance.
- Sec. 82-329. Criminal prosecution.
- Sec. 82-329.1. Remedies not exclusive.

## Division 11. Illicit Discharge Detection and Elimination

- Sec. 82-331. Definitions.
- Sec. 82-332. Applicability.
- Sec. 82-333. Responsibility for administration.
- Sec. 82-334. Severability.
- Sec. 82-335. Ultimate responsibility.
- Sec. 82-336. Discharge prohibitions.
- Sec. 82-337. Suspension of MS4 access.
- Sec. 82-338. Industrial or construction activity discharges.
- Sec. 82-339. Monitoring of discharges.
- Sec. 82-340. Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.
- Sec. 82-341. Watercourse protection.
- Sec. 82.342. Notification of spills.
- Sec. 82.343. Enforcement.
- Sec. 82.344. Appeal of notice violation.
- Sec. 82.345. Enforcement measures after appeal.
- Sec. 82.346. Cost of abatement of the violation.
- Sec. 82.347. Injunctive relief.

**Sec. 82.348. Compensatory action.**  
**Sec. 82.349. Violations deemed a public nuisance.**  
**Sec. 82.350. Criminal prosecution.**  
**Sec. 82.351. Remedies not exclusive.**  
**Sec. 82.352—369. Reserved.**

**Division 12. Post construction Stormwater management**

**Sec. 82-370. Introduction/purpose.**  
**Sec. 82-371. Definitions.**  
**Sec. 82-372. Applicability.**  
**Sec. 82-373. Responsibility for administration.**  
**Sec. 82-374. Severability.**  
**Sec. 82-375. Ultimate responsibility.**  
**Sec. 82-376. Permit.**  
**Sec. 82-377. Review and approval.**  
**Sec. 82-378. PSWCP requirements.**  
**Sec. 82-379. Notification of spills.**  
**Sec. 82-380. Enforcement.**  
**Sec. 82-381. Appeal of notice of violation.**  
**Sec. 82-382. Enforcement measures after appeal.**  
**Sec. 82-383. Cost of abatement of the violation.**  
**Sec. 82.384. Injunctive relief.**  
**Sec. 82.385. Compensatory action.**  
**Sec. 82.386. Violations deemed a public nuisance.**  
**Sec. 82.387. Criminal prosecution.**  
**Sec. 82.388. Remedies not exclusive.**

## ARTICLE II. WASTEWATER TREATMENT REGULATIONS

### DIVISION 1. GENERALLY

#### Sec. 82-31. Definitions.

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

*Act or the act* means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 USC 1251 et seq.

*Applicable pretreatment standards* means, for any specified pollutant, the city's prohibitive standards, the city's specific pretreatment standards (local limits), state pretreatment standards, or EPA's Categorical Pretreatment Standards (when effective), whichever standard is appropriate or most stringent.

*Approval authority* means the regional administrator of the U.S. Environmental Protection Agency Region 10, and/or the State of Alaska Department of Environmental Conservation (ADEC) Division of Water, Northern Region.

*Authorized representative of the user* means:

(1) If the user is a corporation:

- a. The president, secretary, treasurer or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or
- b. The manager of one or more manufacturing, production or operation facility, provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

- (3) If the user is a federal, state or local governmental facility, a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or his designee.

The individuals described in subsections (1) through (3) of this definition may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company, and the written authorization is submitted to GHU.

*Best Management Practices (BMP)* means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in § 82-206 of this chapter. BMP also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

*Biochemical oxygen demand (BOD)* means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five days at 20 degrees Celsius, usually expressed as a concentration (milligrams per liter (mg/l)).

*Categorical pretreatment standard or categorical standard* means any regulation containing pollutant discharge limits promulgated by the EPA in accordance with sections 307(b) and (c) of the act (33 USC 1317) which apply to a specific category of users and which appear in 40 CFR chapter I, subchapter N, parts 405 through 471.

*Categorical Industrial User or Categorical user* means a user covered by one of EPA's categorical pretreatment standards.

*Color* means the optical density at the visual wave length of maximum absorption, relative to distilled water. A transmittance of 100 percent is equivalent to zero optical density.

*Composite sample* means the sample resulting from the combination of individual wastewater samples taken at selected intervals based on an increment of either flow or time.

*Cooling water/noncontact cooling water* means water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product or finished product. Cooling water can be discharged only at the option of Golden Heart Utilities, Inc. from any use, such as air conditioning, heat exchangers, cooling or refrigeration to which the only pollutant added is heat.

*Domestic user (residential user)* means any person who contributes, causes or allows the contribution of wastewater into the POTW that is of a similar volume and/or chemical makeup as that of a residential dwelling unit. Dischargers from a residential

dwelling unit typically include up to 100 gallons per capita per day, 0.2 pound of BOD per capita per day, and 0.17 pound of TSS per capita per day.

*Environmental Protection Agency (EPA)* means the U.S. Environmental Protection Agency or, where appropriate, the director of the region 10 office of water, or other duly authorized official of that agency.

*Existing source* means any source of discharge, the construction or operation of which commenced prior to the publication by EPA of proposed categorical pretreatment standards, which will be applicable to such source if the standard is thereafter promulgated in accordance with section 307 of the act.

*Existing user* means any non-categorical user which was discharging wastewater prior to the effective date of this article.

*General manager* means the general manager and chief executive officer of Golden Heart Utilities, Inc.

*Golden Heart Utilities, Inc. (GHU)* means the leaseholder and operator of the Fairbanks Regional Wastewater Treatment Plant.

*Grab sample* means a sample which is taken from a wastestream on a one-time basis without regard to the flow in the wastestream and in as short a period of time as feasible.

*Indirect discharge or discharge* means the introduction of pollutants into the POTW from any nondomestic source regulated under section 307(b), (c), or (d) of the act. The discharge into the POTW is normally by means of pipes, conduits, pumping stations, force mains, constructed drainage ditches, surface water intercepting ditches, and all appurtenant constructed devices and appliances.

*Industrial user* means an industrial or commercial establishment which discharges wastewaters having the characteristics of industrial wastes.

*Interference* means a discharge which alone or in conjunction with a discharge or discharges from other sources, does one of the following:

- (1) Inhibits or disrupts the POTW, its treatment processes or operations;
- (2) Inhibits or disrupts its sludge processes, use or disposal; or
- (3) Is a cause of a violation of its current NPDES/APDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued under such provisions (or more stringent state or local regulations):

- a. Section 405 of the Clean Water Act;
- b. The Solid Waste Disposal Act (SWDA), including title II commonly referred to as the Resource Conservation and Recovery Act (RCRA);
- c. Any state regulations contained in any state sludge management plan prepared pursuant to subtitle D of the SWDA;
- d. The Clean Air Act;
- e. The Toxic Substances Control Act; and
- f. The Marine Protection, Research and Sanctuaries Act.

*Liquid waste hauler* means any person that collects, pumps, transports and/or disposes of liquid wastes.

*Liquid waste hauler permit* means a permit issued by GHU pursuant to Division 4 of these regulations which authorizes a liquid waste hauler to discharge permitted wastes into the designated disposal facilities of the POTW.

*Liquid wastes* means those materials, including but not limited to sand trap pumpings, septic tank pumpings, portable toilet pumpings, food service or petroleum service grease trap pumpings, sludges generated from domestic wastewater treatment plants and lagoons, waste or used oils and lubricants, chemical wastes, wastes from industrial or commercial wastewater treatment systems, hazardous wastes, storm drain sludges or dredgings and other wastes as defined by GHU. Liquid wastes are not considered permitted wastes for legal discharge into the city's designated disposal facilities.

*Maximum allowable discharge limit* means the maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

*Medical wastes* means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, expired or unusable medication, potentially contaminated laboratory wastes, and dialysis wastes.

*New source* means:

- (1) Any building, structure, facility or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the act, which will be applicable to such source if such standards are thereafter promulgated in accordance with that section; provided that:
  - a. The building, structure, facility, or installation is constructed at a site at which no other source is located;
  - b. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
  - c. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- (2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsection (1)b. or c. of this definition but otherwise alters, replaces or adds to existing process or production equipment.
- (3) Construction of a new source has commenced if the owner or operator has:
  - a. Begun or caused to begin as part of a continuous onsite construction program:
    1. Any placement, assembly, or installation of facilities or equipment;
    2. Significant site preparation work including clearing, excavation or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or
  - b. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for



feasibility, engineering and design studies do not constitute a contractual obligation under this subsection.

*New user* means a user that applies to the city for a new building permit or any person who occupies an existing building and plans to discharge wastewater to the POTW after the effective date of this chapter implementing this definition, or August 1, 1992, whichever is the later date. A new user could also be considered a new source. Any person who buys an existing facility that is discharging nondomestic wastewater will be considered an existing user if no significant changes are made in the manufacturing operation.

*Non-Significant Categorical Industrial User (NSCIU)* as defined in 40 CFR 403.3 (v)(2) means an Industrial user subject to Categorical Pretreatment Standards under 40 CFR 403.6 who never discharges more than 100 gpd of total Categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater) and submits the certification statement listed in 40 CFR 403.12(q), as well as any supporting documentation, annually and never discharges any untreated concentrated wastewater.

*Pass through* means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City of Fairbanks and Golden Heart Utilities, Inc. NPDES/APDES permit (including an increase in the magnitude or duration of a violation).

*Permitted wastes (permitted liquid wastes)* means those liquid wastes which are authorized by GHU in a liquid waste hauler permit to be disposed at the designated disposal facilities. Permitted wastes are limited to septic tank pumpings and portable toilet pumpings from domestic origins. Blended or combined wastes from an industrial process or nondomestic source do not qualify as permitted wastes.

*Permittee* means a person or user issued a wastewater discharge permit.

*Person* means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or their legal representatives, agents or assigns. This definition includes all federal, state or local governmental entities.

*pH* means a measure of the acidity or alkalinity of a substance expressed in standard units.

*Pollutant* means any dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, agricultural and industrial wastes, and the characteristics of the wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, chemical oxygen demand (COD), toxicity, odor, and so forth).

*Pretreatment* means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to (or in lieu of) introducing such pollutants into a POTW. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by other means, except as prohibited by 40 CFR 403.6(d). Appropriate pretreatment technology includes control equipment, such as equalization tanks or facilities, for protection against surges or slug loadings that might interfere with or otherwise be incompatible with the POTW. However, where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility must meet an adjusted pretreatment limit calculated in accordance with 40 CFR 403.6(3).

*Pretreatment requirements* means any substantive or procedural requirement related to pretreatment imposed on a user, other than a pretreatment standard.

*Pretreatment standards or standards* means prohibited discharge standards, categorical pretreatment standards, local limits, and best management practices (BMP) as established by GHU.

*Prohibited discharge standards or prohibited discharges* means absolute prohibitions against the discharge of certain substances; these prohibitions appear in section 82-206.

*Publicly owned treatment works (POTW)* means a treatment works, as defined by section 212 of the act (33 USC 1292) which is owned by the city and leased to Golden Heart Utilities, Inc. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant. The term also means GHU.

*Residential user* means the same as "domestic user."

*Septic tank waste* means any sewage from holding tanks such as trains, airplanes, buses, chemical toilets, campers, trailers and residential septic tanks.

*Sewage* means human excrement and gray water (household showers, dishwashing operations, and so forth).

*Sewer* means any pipe, conduit, ditch or other device used to collect and transport sewage from the generating source.

*Significant industrial user (SIU)* means:

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
  - a. Discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewater); or
  - b. Contributes a process wastestream which makes up five percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
  - c. Is designated as such by GHU on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
- (3) Upon a finding that a user meeting the criteria in subsection (2) of this definition has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, GHU may, at any time, on its own initiative or in response to a petition received from a user (and in accordance with procedures in 40 CFR 403.3(v)(2)) determine that such user should not be considered a significant industrial user.

*Slug load* means any discharge at a flow rate or concentration which could cause a violation of the prohibited discharge standards in sections 82-206 through 82-216 or any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge.

*Standard industrial classification (SIC) code* means a classification pursuant to the Standard Industrial Classification Manual issued by the United States Office of Management and Budget.

*Stormwater* means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.

*Superintendent* means the person designated by GHU to supervise the operation of the POTW, and who is charged with certain duties and responsibilities by this chapter, or such person's duly authorized representative.

*Total suspended solids (TSS)* means the total suspended matter that floats on the surface of or is suspended in water, wastewater or other liquid, and which is removable by filtering.

*Toxic pollutant* means one of 126 pollutants, or combination of those pollutants, listed as toxic in regulations promulgated by EPA under section 307 of the act (33 USC 1317).

*Treatment plant effluent* means the discharge from the POTW into waters of the United States.

*Utility superintendent/wastewater* means the superintendent and manager of the wastewater utility of GHU. See definition of "superintendent."

*Wastewater* means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities and institutions, whether treated or untreated, which are contributed to the POTW.

*Wastewater discharge permit (industrial wastewater discharge permit, discharge permit)* means an authorization or equivalent control document issued by GHU to users discharging wastewater to the POTW. The permit may contain appropriate pretreatment standards and requirements as set forth in this chapter.

*Wastewater treatment plant or treatment plant* means that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.

## **Sec. 82-32. Abbreviations.**

The following abbreviations shall have the designated meanings:

AAC--Alaska Administrative Code

ADEC--Alaska Department of Environmental Conservation

APDES – Alaska Pollutant Discharge Elimination System

ASPP--Accidental spill prevention plan

BOD--Biochemical oxygen demand

CFR--Code of Federal Regulations

COD--Chemical oxygen demand

EPA--U.S. Environmental Protection Agency

ERP – Enforcement Response Plan or Enforcement Guide

GHU--Golden Heart Utilities, Inc.

gpd--gallons per day

l--liter

mg--milligrams

mg/l--milligrams per liter

NPDES--National Pollutant Discharge Elimination System  
NSCIU---Non-Significant Categorical Industrial User  
O&M--Operation and maintenance  
POTW--Publicly owned treatment works  
RCRA--Resource Conservation and Recovery Act  
SIC--Standard industrial classifications  
SIU--Significant industrial user  
SWDA--Solid Waste Disposal Act (42 USC 6901, et seq.)  
TSS--Total suspended solids  
UPC--Uniform Plumbing Code  
USC--United States Code

**Sec. 82-33. Purpose and policy.**

(a) This article sets forth uniform requirements for users of the privately operated wastewater treatment works in the city and requires the operator of the POTW to comply with all applicable state and federal laws, including the Clean Water Act (33 USC 1251 et seq.) and the general pretreatment regulations (40 CFR part 403). The objectives of these rules and regulations are to:

- (1) Prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- (2) Prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- (3) Ensure that the quality of the wastewater treatment plant sludge is maintained at a level which allows its use and disposal in compliance with applicable statutes and regulations;
- (4) Protect POTW personnel who may be affected by wastewater and sludge in the course of their employment and to protect the general public; and
- (5) Improve the opportunity to recycle and reclaim wastewater and sludge from the POTW.

(b) These rules and regulations shall apply to all users of the POTW. This article:

- (1) Authorizes the issuance of wastewater discharge permits;

- (2) Authorizes the issuance of liquid waste hauler permits;
- (3) Authorizes monitoring, compliance and enforcement activities outlined in the Enforcement Response Plan (ERP);
- (4) Establishes administrative review procedures;
- (5) Requires user reporting; and
- (6) Provides for the setting of fees for the equitable distribution of costs resulting from the program established in this article. These rules and regulations also provide for the recovery of operations, maintenance or replacement cost of the POTW.

**Sec. 82-34. Wastewater utility established.**

There is established within the city a wastewater utility which shall include a secondary sewage treatment plant, all trunks, laterals and interceptor sewers, other facilities useful in transporting and disposal of sewage; and all appurtenances, including all extensions and improvements.

**Sec. 82-35. Establishing industrial cost recovery system.**

At such time as industrial wastes, as defined under section 35.905-8, of the Construction Grant Regulations, 40 CFR part 35, are discharged to the facilities constructed under EPA Grant No. C1020039, the city and the private operator shall develop and adopt an industrial cost recovery system acceptable to the United States Environmental Protection Agency. This cost recovery system shall comply with the requirements of PL 92-500 and all pertinent regulations and guidelines.

**Sec. 82-36. Administration.**

Except as otherwise provided in this chapter, the president of Golden Heart Utilities, Inc., is responsible for the operation, repair and management of the wastewater utility and shall administer, implement and enforce the provisions of this chapter. Any powers granted to or duties imposed upon the president may be delegated by the president to other Golden Heart Utilities, Inc., personnel.

**Sec. 82-37. Adoption and amendment of rules and regulations; resolution of conflicts.**

These rules and regulations have been adopted by the city council, a municipal corporation of the state, and are in compliance with the laws of the state. No individual employee of the city or the private operator has the authority to waive, alter or amend

these rules and regulations, notwithstanding the authority of the mayor to resolve any conflict between this article and other provisions of this Code.

**Sec. 82-38. Use of public sewer required.**

(a) It shall be unlawful for any person to place, deposit or permit to be placed or deposited in an unsanitary manner upon public or private property within the city or in any area under the jurisdiction of the city any human or animal excretion, garbage or other objectionable waste which is normally introduced into a sanitary sewer.

(b) It shall be unlawful to discharge to any natural outlet within the city or in any area under the jurisdiction of the city any sanitary sewage, industrial waste or other polluted water, except where suitable treatment has been provided in accordance with the provisions of this chapter.

(c) Except as otherwise provided in subsection (e), it shall be unlawful to construct or maintain any privy, septic tank, cesspool or other facility intended or used for the disposal of sewage.

(d) The owner of all houses, buildings or structures used for human occupancy, employment, recreation or other purposes situated within the city and abutting on any street, easement or right-of-way in which there is located a public sanitary or combined sewer of the city is required at his expense to install suitable toilet facilities in such places, and to connect such facilities directly with the proper sewer in accordance with the provisions of this chapter, within two years after date of official notice to do so, provided the sewer is within 250 feet of the above-described structures.

(e) Chemical toilets or porta potties may be used:

- (1) In conjunction with an active construction project for which a building permit has been issued.
- (2) In conjunction with special events.
- (3) For outdoor recreational and sporting events.
- (4) For temporary buildings which are occupied pending construction of a new building which is under construction.
- (5) In cases of natural disasters and emergencies.
- (6) As approved by the mayor.

All chemical toilets or porta potties shall be:

(1) Registered with the building department and validated with a permit which shall be affixed to the facilities. No permits shall be required in the case of natural disasters or for construction project sites which have building permits.

(2) When the operator of a food establishment provides seating for its patrons no permit shall be issued except upon proof that the applicant has

received approval from the Alaska Department of Environmental Conservation that the use of chemical toilets and porta potties meets the requirements of 18 AAC 31.520 (toilet facilities).

(3) Maintained as required by the Alaska Department of Environmental Conservation and the conditions, if any, set forth in the permits, including any durational or use limitations.

(4) May be required to be screened from public view as set forth and described in the permit.

(5) In compliance with all accessibility requirements as set forth in the Code of Ordinances.

### **Sec. 82-39. Vandalism.**

No person shall willfully or negligently break, damage, destroy, uncover, deface, tamper with or prevent access to any structure, appurtenance or equipment, or other part of the POTW. Any person found in violation of this requirement shall be subject to the sanctions set out in this chapter.

### **Sec. 82-40. Compliance of plans and specifications with standards.**

(a) No sewer collection system shall be constructed and no substantial change in any sewer collection system shall be made until plans and specifications, conforming with the requirements of the state department of environmental conservation and the standards prescribed by GHU are submitted to and approved by GHU.

(b) After such plans and specifications have been approved, no substantial changes shall be made without first submitting a detailed statement of such proposed changes to GHU and receiving approval from GHU.

### **Sec. 82-41. Review of plans and specifications.**

GHU shall consider, in reviewing the engineering report, plans and specifications submitted for approval, the adequacy of the project to meet the present and future needs of the area served, the functional and sanitary features of the design of the project, the economics of the project as compared with possible alternatives, the availability of existing sewer facilities, and the suitability of the project with respect to present or future uses and enjoyment of the area affected.

### **Sec. 82-42. Time limitation for completion and acceptance of construction.**

Construction of a project for which plans and specifications have been approved must be completed and accepted within two years following the approval date or such approval will be void. Extensions shall only be granted for periods of delay caused by



circumstances beyond the control of the property owners. A bond may be required for the uncompleted portion of the work.

**Secs. 82-43--82-65. Reserved.**

## **DIVISION 2. ADMINISTRATION AND ENFORCEMENT**

### **Sec. 82-66. Notification of violation.**

(a) When the superintendent finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, the superintendent may serve upon that user a written notice of violation via certified letter.

(b) Within 15 days of the receipt of this notice, an explanation of the violation and a plan for its satisfactory correction and prevention, to include specific required actions, shall be submitted by the user to the superintendent. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the notice of violation.

(c) Nothing in this section shall limit the authority of GHU to take any action, including emergency actions or any other enforcement action outlined in the ERP, without first issuing a notice of violation.

### **Sec. 82-67. Consent orders.**

The superintendent may enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any user responsible for noncompliance. Such documents will include specific action to be taken by the user to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to sections 82-69 and 82-70 and shall be judicially enforceable. Use of a consent order shall not be a bar against or a prerequisite for taking any action outlined in the ERP against the user.

### **Sec. 82-68. Show cause hearing.**

(a) The superintendent may order, via a certified letter, a user which has violated or continues to violate, any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, to appear before the superintendent and show cause why the proposed enforcement action should not be taken.

(b) Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why the proposed enforcement action should not be taken.

(c) The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least 20 days prior to the hearing. Such notice may be served on any authorized representative of the user.

(d) A show cause hearing shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against the user.

### **Sec. 82-69. Compliance orders.**

(a) When the superintendent finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, the superintendent may issue an order to the user responsible for the discharge directing that the user come into compliance within a time specified in the order. If the user does not come into compliance within the time specified in the order, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated.

(b) Compliance orders may also contain other requirements to address the noncompliance, including additional self monitoring, and management practices designed to minimize the amount of pollutants discharged to the sewer.

(c) A compliance order may not extend the deadline for compliance established for a federal pretreatment standard or requirement; nor does a compliance order relieve the user of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against the user.

### **Sec. 82-70. Cease and desist orders.**

(a) When the superintendent finds that a user has violated (or continues to violate) any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, or that the user's past violations are likely to recur, the superintendent may issue an order to the user directing it to cease and desist all such violations and directing the user to:

- (1) Immediately comply with all requirements; and
- (2) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(b) Issuance of a cease and desist order shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against the user.

**Sec. 82-71. Administrative fines.**

(a) When the superintendent finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, the superintendent may fine such user in an amount not to exceed \$1,000.00. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

(b) Unpaid charges, fines and penalties shall, after 30 calendar days, be assessed an additional penalty of ten percent of the unpaid balance; and interest shall accrue thereafter at a rate of 10.5 percent per month. A lien against the user's property will be sought for unpaid charges, fines, penalties and interest.

(c) Users desiring to dispute such fines must file a written request for the superintendent to reconsider the fine along with full payment of the fine amount within 20 days of being notified of the fine. Where a request has merit, the superintendent shall convene a hearing on the matter within 30 days of receiving the request from the user. If the user's appeal is successful, the payment, together with any accruing interest, shall be returned to the user. The costs of preparing administrative enforcement actions, such as notices and orders, may be added to the fine.

(d) Issuance of an administrative fine shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against the user.

**Sec. 82-72. Emergency suspensions.**

(a) The superintendent may immediately suspend a user's discharge after informal notice to the user whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The superintendent may also immediately suspend a user's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the POTW, or which presents or may present an endangerment to the environment.

(b) Any user notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a user's failure to immediately comply voluntarily with the suspension order, the superintendent shall take such steps as deemed necessary, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW, its receiving stream or endangerment to any individuals. The superintendent shall allow the user to recommence its discharge when the user demonstrated to the satisfaction of GHU that the period of endangerment has

passed, unless the termination proceedings in section 82-73 are initiated against the user.

(c) A user that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the superintendent prior to the date of any show cause or termination hearing under sections 82-68 and 82-73.

#### **Sec. 82-73. Termination of discharge.**

(a) In addition to the provisions of section 82-178, any user that violates the following conditions is subject to discharge termination:

(1) Violation of wastewater discharge permit conditions.

(2) Failure to accurately report the wastewater constituents and characteristics of its discharge.

(3) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge.

(4) Refusal of reasonable access to the user's premises for the purpose of inspection, monitoring or sampling.

(5) Violation of the pretreatment standards in section 82-207.

(b) Such user will be notified of the proposed termination of its discharge and be offered an opportunity to show cause under section 82-68 why the proposed action should not be taken. Exercise of this option by GHU shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against the user.

#### **Sec. 82-74. Availability of records.**

Information and data on a user obtained from reports, surveys, wastewater discharge permit applications, wastewater discharge permits, and monitoring programs, and from GHU inspection and sampling activities, shall be available to the public without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of GHU that the release of such information would divulge information, processes or methods of production entitled to protection as trade secrets under applicable state law. When requested and demonstrated by the user furnishing a report that such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public, but shall be made available immediately upon request to governmental agencies for uses related to the NPDES/APDES program or pretreatment program, and

in enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other effluent data as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.

**Sec. 82-75. List of noncompliant users.**

(a) GHU shall publish annually, in the largest daily newspaper published in the city where the POTW is located a list of the users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements.

(b) For the purpose of this chapter, a Significant Industrial User (or any Industrial User which violates subsections (3), (4), or (8) of this section) is in "significant noncompliance" if its violation meets one or more of the following criteria:

- (1) Chronic violations of wastewater discharge limits, a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l), defined as those in which 66 percent or more of wastewater measurements taken during a six-month period exceed the daily maximum limit or average limit for the same pollutant parameter by any amount;
- (2) Technical review criteria (TRC) violations, defined as those in which 33 percent or more of all of the measurements taken for each pollutant parameter during a six-month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC = 1.4 for BOD, TSS, fat, oil and grease, and 1.2 for all other pollutants except pH);
- (3) Any other violations of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(l) (daily maximum, minimum, longer-term average, instantaneous limit, or narrative Standard) that GHU determines has caused, alone or in combination with other discharges, interference or pass through, including endangering the health of GHU personnel or the general public;
- (4) Any discharge of pollutant that has caused imminent endangerment to human health, welfare or to the environment, or has resulted in the city's or GHU's exercise of its emergency authority under sections 82-66 through 72 of this chapter to halt or prevent such a discharge;
- (5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a local control mechanism or

enforcement order for starting construction, completing construction or attaining final compliance;

- (6) Failure to provide within 45 days after the due date, required reports, such as baseline monitoring reports, 90 day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation or group of violations, which may include a violation of best management practices, which the POTW determines will adversely affect the operation or implementation of the local pretreatment program.

**Sec. 82-76. Water supply severance.**

Whenever a user has violated or continues to violate any provision of this article, a wastewater discharge permit or order issued under this article, or any other pretreatment standard or requirement, water service to the user may be severed. Service will only recommence, at the user's expense, after the user has satisfactorily demonstrated its ability to comply.

**Sec. 82-77. Contractor listing.**

Users who have not achieved compliance with applicable pretreatment standards and requirements are not eligible to receive a contractual award for the sale of goods or services to the city and GHU. Existing contracts for the sale of goods or services to the city and GHU held by a user found to be in significant noncompliance with pretreatment standards or requirements may be terminated at the discretion of the city and GHU.

**Sec. 82-78. Injunctive relief.**

When the superintendent finds that a user has violated or continues to violate any provision of this article, a wastewater discharge permit, or order issued under this article, or any other pretreatment standard or requirement, the superintendent may petition the superior court of the Fourth Judicial District for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order or other requirement imposed by this article on activities of the user. GHU may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against or a prerequisite for taking any other action outlined in the ERP against a user.

## **Sec. 82-79 Civil Penalties.**

(a) A user which has violated or continues to violate any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the City for a maximum civil penalty of \$1,000.00 per violation per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.

(b) To the fullest extent permitted by state law, the Superintendent may recover reasonable attorneys' fees, court costs and other expenses associated with enforcement activities, including sampling and monitoring expenses and the cost of any actual damages incurred by the city.

(c) In determining the amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the user's violation, corrective actions by the user, the compliance history of the user, and any other factor as justice requires.

(d) Filing a suit for civil penalties shall not be a bar against, or a prerequisite for taking any other action outlined in the ERP against a user.

## **Sec. 82-79.1 Criminal prosecution.**

(a) A user which has willfully or negligently violated any provision of this chapter, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000.00 per violation per day, or imprisonment for not more than six (6) months, or both.

(b) A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty of at least \$1,000.00 per violation per day, or imprisonment for six (6) months, or both such fine and imprisonment. This penalty shall be in addition to any other cause of action for personal injury or property damage available under state law.

(c) A user which knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this chapter, wastewater discharge permit, or order issued hereunder or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than \$1,000.00 per violation, per day, or imprisonment for not more than six (6) months, or both.

**Sec. 82-80. Affirmative defense; upset.**

(a) For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with any applicable pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(b) An upset shall constitute an affirmative defense to an action brought for noncompliance with applicable pretreatment standards if the requirements of subsection (c) of this section are met.

(c) A user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and the user can identify the cause of the upset;
- (2) The facility was at the time being operated in a prudent and workmanlike manner and in compliance with applicable operation and maintenance procedures; and
- (3) The user has submitted the following information to the POTW and treatment plant operator within 24 hours of becoming aware of the upset (if this information is provided orally, a written submission must be provided within five days):
  - a. A description of the indirect discharge and cause of noncompliance;
  - b. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
  - c. Steps being taken and/or planned to reduce, eliminate and prevent recurrence of the noncompliance.
  - d. In any enforcement proceeding, the user seeking to establish the occurrence of an upset shall have the burden of proof.
  - e. Users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with applicable pretreatment standards.
  - f. Users shall control production of all discharges to the extent necessary to maintain compliance with applicable pretreatment standards upon



reduction, loss or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

**Sec. 82-81. Affirmative defense; prohibited discharge standards.**

A user shall have an affirmative defense to an enforcement action brought against it for noncompliance with the prohibitions in section 82-206(a) and (b)(3) through (7) if it can prove that it did not know or have reason to know that its discharge, alone or in conjunction with discharges from other sources, would cause pass through or interference and that either a local limit exists for each pollutant discharged and the user was in compliance with each limit directly prior to and during the pass through or interference or no local limit exists, but the discharge did not change substantially in nature or constituents from the user's prior discharge when GHU was regularly in compliance with its NPDES/APDES permit, and in the case of interference, was in compliance with applicable sludge use or disposal requirements.

**Sec. 82-82. Affirmative defense; bypass.**

(a) For the purposes of this section:

*Bypass* means the intentional diversion of wastestreams from any portion of a user's treatment facility.

*Severe property damage* means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

(b) A user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of subsections (c) through (f) of this section.

(c) If a user knows in advance of the need for a bypass, it shall submit prior notice to GHU at least ten days before the date of the bypass, if possible.

(d) A user shall submit oral notice to GHU of an unanticipated bypass that exceeds applicable pretreatment standards within 24 hours from the time it becomes aware of the bypass. A written submission shall also be provided within five days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate and prevent

recurrence of the bypass. GHU may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.

(e) Bypass is prohibited, and GHU may take an enforcement action against a user for a bypass, unless:

- (1) Bypass was unavoidable to prevent loss of life, personal injury or severe property damage;
- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime; this condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (3) The user submitted notices as required under subsections (c) and (d) of this section.

(f) GHU may approve an anticipated bypass, after considering its adverse effects, if GHU determines that it will meet the three conditions listed in subsection (e) of this section.

**Secs. 82-83--82-105. Reserved.**

### **DIVISION 3. SERVICE CONNECTIONS**

**Sec. 82-106. Permit required.**

(a) No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance without first obtaining a written sewer connection permit from the superintendent or designated representative.

(b) Where construction, repair, maintenance and excavation in public streets are involved, section 70-500 et seq. shall apply.

**Sec. 82-107. Responsibility for damage.**

The owner shall be responsible to the city and/or GHU for any loss or damage that may directly or indirectly be occasioned by the installation of the service connection.

**Sec. 82-108. Investigation of permit applications.**

(a) All requested permit applications shall be screened and evaluated by the superintendent or his designated representative to determine the following:

- (1) The quantity and characteristics of the sewage to be introduced.
- (2) The availability of a public sewer.
- (3) The sufficiency of the public sewer capacity.
- (4) The commitment of the owner to comply with all provisions of this Code.

(b) The unacceptability of any item in subsection (a) of this section shall be sufficient grounds for denying an application.

**Sec. 82-109. Plumbing requirements.**

(a) Every service line shall contain cleanouts outside the building as required by the Uniform Plumbing Code.

(b) All structures shall contain a check valve to prevent sewer backup inside the confines of the structure as required by the Uniform Plumbing Code.

**Sec. 82-110. Individual sewer service.**

Independent and separate sewer services shall be provided on each lot for all buildings within the city or that are to be ultimately connected to the municipal sewerage system. Common sewer services are expressly prohibited in zero lot line and townhouse developments. Condominiums or planned unit developments with specific association agreements subject to city and GHU review, and satisfaction may be allowed as exceptions.

**Sec. 82-111. Maintenance and repair.**

Users shall be responsible for all maintenance and repair of their service line, connection cleanouts and check valves, and shall further be responsible for the removal of soft plugs or debris which accumulates in their service line or connection as well as frozen service line and connections. Users shall ensure that all-weather access is available to sewerage system personnel for cleanouts, valves, control manholes and pretreatment facilities located on user property.

**Sec. 82-112. Disclaimer of warranty.**

Any approval by the city of a type, kind or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying

such installation to accomplish an intended purpose. Nor shall any written or oral agreements as to limits of constituents of volume of waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose. The utility expressly disclaims warranty of facilities installed by users or by user's representatives.

**Secs. 82-113--82-135. Reserved.**

#### **DIVISION 4. LIQUID WASTE HAULER PERMIT**

**Sec. 82-136. Required.**

Liquid waste haulers are subject to this article, excepting for sections as otherwise noted in this article. Persons disposing of permitted wastes at the designated disposal facility of the city shall obtain a liquid waste hauler permit in the manner specified in this division.

**Sec. 82-137. Application.**

Persons seeking a permit to use the designated disposal facilities of GHU shall complete and file with the superintendent or his designee an application on the form prescribed by the superintendent. In support of the application, the user shall be required, at a minimum, to submit the following information:

- (1) Name and address of the hauler.
- (2) Number, capacity and type of all vehicles that are operated by the hauler for purposes of hauling liquid wastes.
- (3) Types of materials pumped by the hauler and the specific disposal methods and locations for those materials.
- (4) Other items as the superintendent deems appropriate to assure compliance with this article.

**Sec. 82-138. Disposal charge.**

(a) The disposal charge for all permitted liquid waste shall be the current rate as established in the state public utilities commission approved tariff for GHU. Such charge shall be payable on a monthly basis and shall be collected by GHU.

(b) Accounting and billing of each such load discharged will be accomplished by use of an electronic card reading and printing device located at the disposal station or by other means deemed appropriate by the superintendent.

(c) Each vehicle using the designated disposal facilities of GHU must have an authorization document issued by GHU, which shall identify the company, permit number, identification of vehicles and other items as appropriate or otherwise indicated in the liquid waste hauler permit.

(d) GHU shall establish a charge per card for replacement of lost or damaged electronic pass cards.

**Sec. 82-139. Conformity with article.**

Permits to use the designated disposal facilities of GHU are subject to all the provisions of this article unless otherwise indicated in this section and the issued permit, and all other regulations, charges and fees deemed applicable by the superintendent.

**Sec. 82-140. Sampling authorized.**

(a) Liquid wastes disposed of at the designated disposal facilities of GHU shall be subject to sampling to determine compliance with all applicable provisions of this article. GHU may collect samples of each hauled load to ensure compliance with applicable standards. GHU may require the hauler to provide a waste analysis of any load prior to discharge. Liquid waste haulers must provide a waste-tracking form for every load. This form shall include, at a minimum, the name and address of the waste hauler, permit number, truck identification, sources of waste, and volume and characteristics of waste.

(b) Limitations and prohibitions governing these pumpings are contained in section 82-209, except the following limitations and prohibitions shall also apply:

Total petroleum hydrocarbon, mg/l.....	25
Closed cup flashpoint test, degrees Fahrenheit.....	Greater than 140

**Sec. 82-141. Liquid waste hauler permit conditions.**

(a) Liquid waste hauler permits shall be issued for no longer than three years. All terms and conditions of the permit may be subject to modification and change by the superintendent at any time during the life of the permit.

(b) A liquid waste hauler permit may not be transferred, reassigned or sold.

(c) Liquid waste hauler permit renewal must be applied for and an updated permit application submitted to the superintendent at least 30 days prior to the expiration date contained in the permit.

(d) Conditions and information contained in the liquid waste hauler permit may include but are not limited to the following:

- (1) Firm name, address, phone number.
- (2) Authorized representative information and signature.
- (3) Certification of permit condition acceptance.
- (4) Restrictions of hours of operation if applicable.
- (5) Conditions upon which permit revocation may occur.
- (6) Limitation on fats, oils, greases, hydrocarbons or other pollutants.
- (7) Permit number, card number.
- (8) Recordkeeping and reporting requirements.
- (9) Compliance with rules and regulations of GHU regarding proper cleanliness and sanitary conditions.
- (10) Requirements to immediately notify the superintendent of any unusual circumstances observed during liquid waste pumping operations.
- (11) Other conditions, limitations or prohibitions deemed appropriate by the superintendent.

(e) Liquid waste hauler truck contents shall be subject to sampling and analysis by GHU wastewater utility employees at any time.

(f) All reports and records required to be retained by this article shall be retained for a minimum of three years and shall be made available immediately upon request by the superintendent.

**Sec. 82-142. Use of electronic cards.**

(a) Electronic cards shall be issued for each truck utilizing the designated disposal facilities of GHU.

(b) Properly issued cards shall be designated in the liquid waste hauler permit identifying the specific truck issued to, card number, and date issued.

(c) The authorization document issued by GHU in accordance with this Code shall accompany each vehicle and be made available upon request of any GHU wastewater utility employee.

**Sec. 82-143. Discontinuance of discharges authorized.**

Any GHU wastewater utility employee shall have the authority to order the immediate discontinuance of the discharge from any liquid waste hauler truck into the designated disposal facilities of GHU. Such order shall be based on the employee's best professional judgment that the discharge may be in violation of any applicable condition of this article, or may otherwise be deleterious to the operation of the wastewater treatment plant, the POTW, or the safety of GHU employees.

**Sec. 82-144. Denial of permit.**

(a) The superintendent may deny the issuance of a liquid waste hauler permit on the following grounds:

- (1) The applicant knowingly falsified information on his application;
- (2) The applicant's previous liquid waste hauler permit is under suspension or probation or has been otherwise revoked and the condition upon which such action was taken still exists;
- (3) The applicant is not current on all disposal and permit related reports and charges;
- (4) Discharge to the POTW of unpermitted or otherwise prohibited wastes; or
- (5) Other items as the superintendent considers significant.

(b) If an application for a liquid waste hauler permit is denied, the superintendent shall notify the applicant in writing of such denial. Such notification shall state the grounds for such denial with the degree of specificity which will inform the applicant of the measures or actions which must be taken by the applicant prior to issuance of a permit.

(c) Upon receipt of notification of denial of a permit application, the applicant may request and shall be granted a hearing to be held by the superintendent or his designated representative. At such hearing the applicant shall have the burden of establishing that the conditions set out in this article have been met and that the permit should be issued.

(d) The superintendent may conduct the hearing and take the evidence or may designate a representative to:

- (1) Issue in the name of the superintendent notices of hearings requesting the attendance and testimony of witnesses and the production of evidence relevant to the matter involved in such hearings;
- (2) Take the evidence; and
- (3) Transmit a report of the evidence and hearing, including transcripts and other evidence, to the superintendent, together with recommendations for action thereon.

**Sec. 82-145. Revocation, suspensions, probation.**

(a) All liquid waste hauler permits issued to any person may be revoked, suspended or entered into a probationary period upon a finding by the superintendent that any of the following conditions exist:

- (1) Such person has failed to pay disposal charges in accordance with the state public utilities commission tariff of GHU;
- (2) Such person or his representative has improperly used and/or maintained the designated disposal facilities of GHU in violation of requirements established by the superintendent;
- (3) Such person or his representative failed to display the authorized document upon request by a representative or employee of GHU;
- (4) Such person or his representative has changed, altered or otherwise modified the face of a permit or authorization document without the permission of the superintendent;
- (5) Such person or his representative has violated any condition of the permit;
- (6) Such person or his representative has falsified any application, records, reports or monitoring results required to be maintained, or has failed to immediately make available such items to the superintendent upon his request; or
- (7) Such person or his representative failed to immediately halt the discharge from his truck into the designated disposal facilities of GHU upon the order of a GHU wastewater utility employee.

(b) Any liquid waste hauler permit which has been revoked, suspended or entered into probation pursuant to this section may be reinstated upon a finding by the superintendent that the condition which resulted in such revocation no longer exists.



(c) Upon determination of a Code or liquid waste hauler permit violation, any permittee shall be subject to the enforcement actions outlined in division 2 of this article, or as is otherwise contained in the liquid waste hauler permit as necessary to protect the wastewater treatment plant or environment.

(d) Suspensions and periods of probation may be effected by the superintendent for any length of time up to one year.

**Sec. 82-146. Private wastewater disposal.**

(a) Where a public sewer is not available under the provisions of the Uniform Plumbing Code (UPC), as adopted and amended in FGC Sections 10-136 and 10-137, the building sewer shall be connected to a private wastewater disposal system complying with the same provisions and applicable city, state and federal requirements.

(b) Upon completion of construction of a sewer system extension in an area, GHU shall publish a notice that the sewer service is available to serve the property owners of that area. The owner of property served by a private wastewater disposal system shall have installed or cause to be installed, at his expense, a connection to the public sewer within one year from the date such sewer service is declared available, provided the sewer is within 250 feet of the property line. The connection shall be of a type and installed in a manner consistent with this article.

(c) No statement contained in this section shall be construed to interfere with any additional requirement that may be imposed under FGC Chapter 10 or Chapter 34 or by the City Engineer or the City Building Official.

**Sec. 82-147. Building sewers.**

All building sewers shall be installed in complete accordance with provisions of the Uniform Plumbing Code, as adopted and amended in FGC Sections 10-136 and 10-137 and the requirements of the state public utilities commission approved tariffs of GHU.

**Secs. 82-148--82-170. Reserved.**

**DIVISION 5. WASTEWATER DISCHARGE PERMIT**

**Sec. 82-171. Required for significant industrial users.**

(a) No significant industrial user shall discharge wastewater into the POTW without first obtaining a wastewater discharge permit from the superintendent. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of this article and subject the wastewater discharge permittee to the sanctions set out in this article. Obtaining a wastewater discharge permit does not

relieve a permittee of the obligation to comply with all federal and state pretreatment standards or requirements or with any other requirements of federal, state and local law.

(b) The superintendent may require other users, including liquid waste haulers, to obtain wastewater discharge permits (as necessary) to carry out the purposes of this division.

#### **Sec. 82-172. Existing significant industrial user (SIU).**

Any significant industrial user (SIU) that was discharging wastewater into the POTW prior to the effective date of the ordinance implementing this section and that wishes to continue such discharges in the future shall within 60 days after notification by the superintendent submit a permit application to GHU in accordance with section 82-175.

#### **Sec. 82-173. New sources and new users.**

(a) At least 90 days prior to the anticipated start-up, new sources, sources that become industrial users subsequent to the promulgation of an applicable categorical pretreatment standard, and new users considered by GHU to fit the definition of significant industrial user (SIU) shall apply for a wastewater discharge permit and will be required to submit to GHU at least the information listed in section 82-175. A new source (new user) cannot discharge without first receiving a wastewater discharge permit from GHU.

(b) New sources and new users shall also be required to include in their application information on the method of pretreatment the source intends to use to meet applicable pretreatment standards. New sources and new users shall give estimates of the information requested in section 82-175(b)(4) and (5).

#### **Sec. 82-174. Extrajurisdictional users.**

Any existing user located beyond the city limits required to obtain a wastewater discharge permit shall submit a wastewater discharge permit application as outlined in section 82-175. New sources and new users located beyond the city limits required to obtain a wastewater discharge permit shall comply with section 82-173.

#### **Sec. 82-175. Wastewater discharge permit application contents.**

(a) Reporting requirements for Industrial Users upon effective date of Categorical Pretreatment Standard—Baseline Monitoring Report (Initial Compliance Report). Within 180 days after the effective date of a Categorical Pretreatment Standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR 403.6(a)(4), whichever is later, existing Industrial Users subject to such Categorical Pretreatment Standards and currently discharging to or scheduled to discharge to a POTW shall be required to submit to the

superintendent a report which contains the information listed in the paragraphs (b)(1)-(8) of this section. 90 day Compliance Report (Periodic Compliance Report) –At least 90 days prior to commencement of discharge, New Sources, and sources that become Industrial Users subsequent to the promulgation of an applicable Categorical Standard, shall be required to submit to the superintendent a report which contains the information listed in paragraphs (b)(1)-(5) of this section. New Sources shall also be required to include in this report information on the method of pretreatment the source intends to use to meet applicable Pretreatment Standards. New Sources shall give estimates of the information requested in paragraphs (b) (4) and (5) of this section.

(b) All users required to obtain a wastewater discharge permit must submit, at a minimum, the information in this section. The superintendent shall approve a form to be used as a permit application. Categorical users submitting the following information shall have complied with 40 CFR 403.12(b):

- (1) *Identifying information.* The user shall submit the name and address of the facility, including the name of the operator and owners.
- (2) *Permits.* The user shall submit a list of any environmental control permits held by or for the facility.
- (3) *Description of operations.* The user shall submit a brief description of:
  - A. The nature, average rate of production, and standard industrial classification of the operations carried out by such industrial user, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
  - B. Number and type of employees, hours of operation;
  - C. Each product produced by type, amount, process and rate of production;
  - D. Type and amount of raw materials processed (average and maximum per day); and
  - E. The time and duration of discharges;

This description should also include a schematic process diagram which indicates points of discharge to the POTW from the regulated or manufacturing processes. Disclosure of site plans, floor plans, mechanical and plumbing plans and details shall show all sewers, sewer connections, inspection manholes, sampling chambers and appurtenances by size, location and elevation.

(4) *Flow measurement.*

- A. *Categorical user.* A categorical user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from each of the following:
1. Regulated or manufacturing process streams; and
  2. Other streams as necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e).
- B. *Non-categorical user.* A non-categorical user shall submit information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW as required by the superintendent from each of the following:
1. Total process flow;
  2. Wastewater treatment plant flow;
  3. Total plant flow; and
  4. Individual manufacturing process flow.
- C. *Verification.* GHU may verify the estimates of these flows where justified by cost or feasibility considerations.

(5) *Measurements of pollutants.*

A. *Categorical user.*

1. A categorical user shall identify the applicable pretreatment standards for each regulated or manufacturing process.
2. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass) where required by the categorical pretreatment standard or as required by GHU of regulated pollutants (including standards contained in sections 82-206 through 82-209, as appropriate) in the discharge from each regulated or manufacturing process. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in section 82-271 and 82-272.

3. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection.
4. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the Pretreatment Standards.
5. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) for a categorical user covered by a categorical pretreatment standard, this adjusted limit along with supporting data shall be submitted as part of the application.

**B. *Non-categorical user.***

1. A non-categorical user shall identify the applicable pretreatment standards for its wastewater discharge.
2. In addition, the user shall submit the results of sampling and analysis identifying the nature and concentration (or mass where required by GHU) of regulated pollutants contained in sections 82-206 through 82-209, as appropriate, in the discharge. Both daily maximum and average concentration (or mass, where required) shall be reported. The sample shall be representative of daily operations and shall conform to sampling and analytical procedures outlined in section 82-271 and 82-272.
3. The user shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this subsection.
4. Where the superintendent developed alternate concentration or mass limits because of dilution, this adjusted limit along with supporting data shall be submitted as part of the application.

**C. Non-Significant Categorical Industrial User (NSCIU).**

A Non-Significant Categorical Industrial User (NSCIU) shall follow 5(a)(1)-(5) with the exception that a signed annual certification statement, an example of which can be found at 40 CFR 403.12(q), and any supporting documentation and/or alternative report be turned into the superintendent.

- (6) *Certification.* A statement, reviewed by an authorized representative of the user and certified by a qualified professional as outlined in section 82-176, indicating whether the applicable pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standards and requirements.
- (7) *Compliance schedule.* If additional pretreatment and/or O&M will be required to meet the applicable pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The user's schedule shall conform with the requirements of section 82-243. The completion date in this schedule shall not be later than the compliance date established pursuant to section 82-214.
  - A. Where the user's categorical pretreatment standard has been modified by a removal allowance (40 CFR 403.7), the combined wastestream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) at the time the user submits the report required by this subsection, the information required by subsection (b)(6) and this subsection (b)(7) shall pertain to the modified limits.
  - B. If the categorical pretreatment standard is modified by a removal allowance (40 CFR 403.7), the combined wastestream formula (40 CFR 403.6(e)), and/or a fundamentally different factors variance (40 CFR 403.13) after the user submits the report required by subsection (b)(6) and this subsection shall be submitted by the user within 60 days after the modified limit is approved.
- (8) *Other information.* The user shall submit any other information as may be deemed necessary by the superintendent to evaluate the wastewater discharge permit application.

(c) Incomplete or inaccurate applications will not be processed and will be returned to the user for revision.

### **Sec. 82-176. Signatory and certification requirement.**

All wastewater discharge permit applications and user reports must be signed by a responsible officer or manager, or sole proprietor or general partner as applicable, or duly authorized representative.

- (1) For the purpose of this section, a responsible officer or manager means:

a. A president, vice-president, secretary, or treasurer of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or

b. The manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiating and directing other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. This authorization must be made in writing by the principal executive officer or ranking elected official and submitted to the approval authority prior to or together with the report being submitted of the user and contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

(2) A duly authorized representative is an individual designated by the responsible officer, manager, sole proprietor or general partner in writing. The written authorization must be submitted to GHU and also specifies either an individual or a position having the responsibility of the overall operation of the facility from which the industrial discharge originates, such as the position of plant manager, operator of a well, or well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company. If an authorization in this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or overall responsibility for environmental matters for the company, a new authorization satisfying the requirements of this section must be submitted to GHU prior to or together with any reports to be signed by an authorized representative.

### **Sec. 82-177. Wastewater discharge permit decisions.**

The superintendent will evaluate the data furnished by the user and may require additional information. Within 30 days of receipt of a complete wastewater discharge permit application, the superintendent will determine whether or not to issue a

wastewater discharge permit. Upon a determination to issue, the permit shall be issued within 30 days of full evaluation and acceptance of the data furnished. The superintendent may deny any application for a wastewater discharge permit.

**Sec. 82-178. Wastewater discharge permit contents.**

(a) Wastewater discharge permits shall include such conditions as are reasonably deemed necessary by the superintendent to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(b) Wastewater discharge permits must contain the following conditions and information:

- (1) A statement that indicates the wastewater discharge permit duration, which in no event shall exceed five years.
- (2) A statement that the wastewater discharge permit is nontransferable without prior notification to and approval from GHU, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit.
- (3) Applicable pretreatment standards and requirements, including any special state requirements.
- (4) Self-monitoring, sampling, reporting, notification, submittal of technical reports, compliance schedules, and recordkeeping requirements. These requirements shall include an identification of pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state and local law.
- (5) Requirement for immediate notification to GHU where self-monitoring results indicate noncompliance.
- (6) Requirement to report a bypass or upset of a pretreatment facility.
- (7) Requirement for the significant industrial user (SIU) who reports noncompliance to repeat the sampling and analysis and submit results to GHU within 30 days after becoming aware of the violation.
- (8) A statement of applicable civil, criminal and administrative penalties for violation of pretreatment standards and requirements, and any applicable compliance schedule.



(c) Wastewater discharge permits may contain but need not be limited to the following conditions:

- (1) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization.
- (2) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate or prevent the introduction of pollutants into the treatment works.
- (3) Requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated or routine discharges.
- (4) Development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW.
- (5) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW.
- (6) Requirements for installation and maintenance of inspection and sampling facilities and equipment.
- (7) A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the wastewater discharge permit.
- (8) Any special agreements the superintendent chooses to continue or develop between GHU and the user.
- (9) Other conditions as deemed appropriate by the superintendent to ensure compliance with this article, and state and federal laws, rules and regulations.

**Sec. 82-179. Wastewater discharge permit appeals.**

(a) Any person, including the user, may petition GHU to reconsider the terms of a wastewater discharge permit within 30 days of its issuance.

(b) Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

(c) In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.

(d) The effectiveness of the wastewater discharge permit shall not be stayed pending the appeal.

(e) If GHU fails to act within 30 days, a request for reconsideration shall be deemed to be denied. Decisions not to reconsider a wastewater discharge permit, not to issue a wastewater discharge permit, or not to modify a wastewater discharge permit shall be considered final administrative actions for purposes of judicial review.

(f) Aggrieved parties seeking judicial review of the final administrative wastewater discharge permit decision must do so by filing an appeal with the Superior Court for the Fourth Judicial District of the State of Alaska within the time provided in Alaska Rules of Court, Rules of Appellate Procedure, Rule 602.

#### **Sec. 82-180. Wastewater discharge permit duration.**

Wastewater discharge permits shall be issued for a specified time period, not to exceed five years. A wastewater discharge permit may be issued for a period less than five years, at the discretion of the superintendent. Each wastewater discharge permit will indicate a specific date upon which it will expire.

#### **Sec. 82-181. Wastewater discharge permit modification.**

The superintendent may modify the wastewater discharge permit for good cause, including but not limited to the following:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the user's operation, processes or wastewater volume or character since the time of wastewater discharge permit issuance;
- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- (4) Information indicating that the permitted discharge poses a threat to the POTW, GHU personnel or the receiving waters;
- (5) Violation of any terms or conditions of the wastewater discharge permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;

(7) Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

(8) To correct typographical or other errors in the wastewater discharge permit;  
or

(9) To reflect a transfer of the facility ownership and/or operation to a new owner/operator.

**Sec. 82-182. Wastewater discharge permit transfer.**

(a) Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least 60 days advance notice to the superintendent and the superintendent approves the wastewater discharge permit transfer.

(b) The notice to the superintendent must include a written certification by the new owner and/or operator which:

- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing wastewater discharge permit.

(c) Failure to provide advance notice of a transfer renders the wastewater discharge permit voidable as of the date of facility transfer.

**Sec. 82-183. Wastewater discharge permit revocation.**

(a) Wastewater discharge permits may be revoked for but not limited to the following reasons:

- (1) Failure to notify GHU of significant changes to the wastewater prior to the changed discharge.
- (2) Failure to provide prior notification to GHU of changed conditions.
- (3) Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application.
- (4) Falsifying self-monitoring reports.

- (5) Tampering with monitoring equipment.
- (6) Refusing to allow GHU timely access to the facility premises and records.
- (7) Failure to meet discharge limitations.
- (8) Failure to pay fines.
- (9) Failure to pay sewer charges.
- (10) Failure to meet compliance schedules.
- (11) Failure to complete a wastewater survey or the wastewater discharge permit application.
- (12) Failure to provide advance notice of the transfer of a permitted facility.
- (13) Invocation by GHU of its emergency provision as cited in section 82-72.
- (14) Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or this article.

(b) Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

**Sec. 82-184. Wastewater discharge permit reissuance.**

(a) A user who is required to have a wastewater discharge permit shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, in accordance with section 82-175, a minimum of 90 days prior to the expiration of the user's existing wastewater discharge permit.

(b) A user whose existing wastewater discharge permit has expired and has submitted its reapplication in the time period specified in this section shall be deemed to have an effective wastewater discharge permit until GHU issues the new wastewater discharge permit.

(c) A user whose existing wastewater discharge permit has expired and who failed to submit its reapplication in the time period specified in this section will be deemed not to have a wastewater discharge permit.

**Secs. 82-185--82-205. Reserved.**

## DIVISION 6. GENERAL REQUIREMENTS

### Sec. 82-206. Prohibited discharge standards.

(a) *General prohibitions.* No user shall introduce or cause to be introduced into the GHU wastewater collection system or into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all users of the POTW whether or not they are subject to categorical pretreatment standards or any other national, state or local pretreatment standards or requirements.

(b) *Specific prohibitions.* No user shall introduce or cause to be introduced into the GHU wastewater collection system or into the POTW the following pollutants, substances, or wastewater:

- (1) Pollutants which create a fire or explosive hazard in the GHU wastewater collection system and/or the POTW, including but not limited to waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees Celsius) using the test methods specified in 40 CFR 261.21;
- (2) Wastewater having a pH less than 5.0 or more than 10.0, or otherwise causing corrosive structural damage to the POTW or equipment;
- (3) Solid or viscous substances in amounts which will cause obstruction of the flow to and within the POTW resulting in interference;
- (4) Pollutants, including oxygen-demanding pollutants (BOD, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the POTW;
- (5) Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 degrees Fahrenheit (40 degrees Celsius) unless the approval authority, upon the request of the POTW, approves alternate temperature limits;
- (6) Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin, in amounts that will cause interference or pass through;
- (7) Pollutants which result in the presence of toxic gases, vapors or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (8) Trucked or hauled pollutants, except at discharge points designated and approved by GHU;

- (9) Noxious or malodorous liquids, gases, solids or other wastewater which, either singly or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life, or to prevent entry into the sewers for maintenance or repair;
- (10) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating NPDES/APDES permit of the city and GHU; color (in combination with turbidity) shall not cause the treatment plant effluent to reduce the depth of the compensation point for photosynthetic activity by more than ten percent from the seasonably established norm for aquatic life;
- (11) Wastewater containing any radioactive wastes or isotopes except as specifically approved by the superintendent in compliance with applicable state or federal regulations;
- (12) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater unless specifically authorized by the superintendent;
- (13) Sludges, screenings or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes, except as specifically authorized by the superintendent in a wastewater discharge permit;
- (15) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test;
- (16) Detergents, surface-active agents, or other substances which may cause excessive foaming in the POTW;
- (17) Any liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosion or be injurious in any other way to the POTW or to the operation of the POTW; at no time shall two successive readings on an explosion meter, at the point of discharge into the system or at any point in the system be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter;
- (18) Grease, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dusts, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, wastepaper, wood, plastics, gas, tar, asphalt

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residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes;

- (19) Any substance which will cause the POTW to violate its NPDES/APDES and/or other disposal system permits;
- (20) The contents of any tank or other vessel owned or used by any person in the business of collecting or pumping sewage, effluent, septage or other wastewater unless the person has first obtained testing and approval as may be generally required by GHU and paid all fees assessed for the privilege of the discharge;
- (21) Any hazardous wastes as defined in rules published by the state or in EPA rules, 40 CFR 261; or
- (22) Persistent pesticides and/or pesticides regulated by the Federal Insecticide Fungicide Rodenticide Act (FIFRA).

Pollutants, substances or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW.

**Sec. 82-207. Federal Categorical Pretreatment Standards.**

The national categorical pretreatment standards found in 40 CFR parts 405 through 471 are incorporated by reference.

**Sec. 82-208. State requirements.**

State requirements and limitations on discharges to the POTW shall be met by all users which are subject to such standards in any instance in which they are more stringent than federal requirements and limitations or those in this article or other applicable code.

**Sec. 82-209. Local limits.**

The following pollutant limits are established to protect against pass through and interference. No person shall discharge wastewater containing in excess of the following parameters & maximum daily concentrations in mg/L:

Concentration (mg/l)	Parameter
4.35	Arsenic
0.33	Cadmium
1.23	Chromium

3.38	Copper
1.20	Cyanide
0.69	Lead
0.19	Mercury
4.74	Nickel
25.0	Oil and grease (petroleum or mineral oil products)
100.0	Oil and grease (animal and vegetable based)
0.0*	PCB
0.0*	Pesticides (all)
0.50	Phenol
0.43	Silver
1.00	Sulfide
5.0	Tin
2.61	Zinc

\*No Detectable Amount

These limits apply at the point where the wastewater is discharged to the wastewater collection system. All concentrations for metallic substances are for total metal unless indicated otherwise. The superintendent may impose mass limitations in addition to or in place of the concentration-based limitations above. Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit shall apply.

POTW's may develop Best Management Practices (BMP) to implement paragraphs as listed in 40 CFR 403.5 (c) (1) and (2). Such BMP shall be considered local limits and Pretreatment Standards for the purpose of this chapter and section 307(d) of the Act.

**Sec. 82-210. Right of revision.**

GHU reserves the right to establish, by its tariff through the Regulatory Commission of Alaska and by ordinance through the city council or in its wastewater discharge permits, more stringent standards or requirements on discharges to the POTW than are established in this article.

**Sec. 82-211. Special agreement.**

The city reserves the right for GHU to enter into special agreements with users setting out special terms under which they may discharge to the POTW. In no case will



a special agreement waive compliance with a categorical pretreatment standard or federal pretreatment requirement. However, the user may request a net gross adjustment to a categorical standard in accordance with 40 CFR 403.15. They may also request a variance from the categorical pretreatment standard from the approval authority in accordance with 40 CFR 403.13.

**Sec. 82-212. Dilution.**

No user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The superintendent may impose mass limitations on users which are using dilution to meet applicable pretreatment standards or requirements, or in other cases when the imposition of mass limitations is appropriate.

**Sec. 82-213. Pretreatment facilities.**

Users shall provide necessary wastewater treatment as required to comply with this article and shall achieve compliance with all applicable pretreatment standards and requirements set out in this article within the time limitations specified by the EPA, the state or the superintendent, whichever is more stringent. Any facilities required to pretreat wastewater to a level acceptable to GHU shall be provided, operated and maintained at the user's expense. Detailed plans showing the pretreatment facilities and operating procedures shall be submitted to GHU for review, and shall be acceptable to GHU before construction of the facility. The review of such plans and operating procedures will in no way relieve the user from the responsibility of modifying the facility as necessary to produce an acceptable discharge to GHU under the provisions of this article.

**Sec. 82-214. Deadline for compliance with applicable pretreatment requirements.**

(a) Compliance by existing users (categorical users) covered by categorical pretreatment standards shall be within three years of the date the standard is effective unless a shorter compliance time is specified in the appropriate standard. GHU shall establish a final compliance deadline date for any existing significant industrial user (SIU) not covered by categorical pretreatment standards or for any categorical user when the local limits for that user are more restrictive than EPA's categorical pretreatment standards.

(b) New source dischargers and new users that fit the definition of SIU are required to comply with applicable pretreatment standards within the shortest feasible time (not to exceed 90 days from the beginning of discharge). New sources and new users shall install and have in operating condition, and shall start up all pollution control equipment required to meet applicable pretreatment standards before beginning to discharge.

(c) Any wastewater discharge permit issued to a categorical user shall not contain a compliance date beyond any deadline date established in EPA's categorical pretreatment standards. Any other existing SIU which is in noncompliance with any local limits shall be provided a compliance schedule placed in an order or other similar enforcement document as outlined in this article.

**Sec. 82-215. Additional pretreatment measures.**

(a) Whenever deemed necessary, the superintendent may require users to restrict their discharge during peak flow periods, designate that certain wastewater be discharged only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and such other conditions as may be necessary to protect the POTW and determine the user's compliance with the requirements of this article.

(b) Grease, oil and sand interceptors shall be provided when, in the opinion of the superintendent, they are necessary for the proper handling of wastewater containing excessive amounts of grease and oil, or sand; except that such interceptors shall not be required for residential users. All interception units shall be of type and capacity approved by the superintendent and the city's building department and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned and repaired regularly, as needed, by the user at his expense.

(c) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter.

**Sec. 82-216. Accidental discharge/slug control plans.**

(a) The superintendent may require any user to develop and implement an accidental discharge/slug control plan. Where deemed necessary by GHU, facilities to prevent accidental discharge or slug discharges of pollutants shall be provided and maintained at the user's cost and expense. An accidental spill prevention plan/slug control plan showing facilities and operating procedures to provide this protection shall be submitted to GHU for review and approval before implementation. The GHU shall determine which user is required to develop a plan and require the plan to be submitted within 30 days after notification by GHU. Each user shall implement its accidental spill prevention plan (ASPP) as submitted or as modified after such plan has been reviewed and approved by GHU. Review and approval of such plans and operating procedures by GHU shall not relieve the user from the responsibility to modify its facility as necessary to meet the requirements of section 82-213.

(b) Any user required to develop and implement an accidental discharge/slug control plan shall submit a plan which addresses, at a minimum, the following:

- (1) Description of discharge practices, including non-routine batch discharges;

- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying the POTW of any accidental or slug discharge, which notification must also be given for any discharge which would violate any of the prohibited discharges in sections 82-206 through 82-209; and
- (4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to:
  - A. Inspection and maintenance of storage areas;
  - B. Handling and transfer of materials;
  - C. Loading and unloading operations;
  - D. Control of plant site runoff;
  - E. Worker training;
  - F. Building of containment structures or equipment;
  - G. Measures for containing toxic organic pollutants (including solvents); and/or
  - H. Measures and equipment for emergency response.

(c) Users shall notify the GHU wastewater treatment plant immediately upon the occurrence of a slug or accidental discharge of substances prohibited by this article. The notification shall include location of discharge, date and time of the discharge, type of waste, concentration and volume, and corrective actions. Any affected user shall be liable for any expense, loss or damage to the POTW in addition to the amount of any fines imposed on GHU and/or the city on account of the discharge under state or federal law.

(d) Within five days following an accidental discharge, the user shall submit to the superintendent a detailed written report describing the cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage or other liability which may be incurred as a result of damage to the POTW, fish kills or any other damage to persons or property; nor shall such notification relieve the user of any fines, civil penalties or other liability which may be imposed by this article or other applicable law.

(e) Signs shall be permanently posted in conspicuous places on the user's premises advising employees whom to call in the event of a slug or accidental discharge. Employers shall instruct all employees who may cause or discover such a discharge with respect to emergency notification procedures.

**Secs. 82-217--82-240. Reserved.**

## **DIVISION 7. REPORTING REQUIREMENTS**

### **Sec. 82-241. Baseline Monitoring Report (initial compliance report).**

(a) Within 180 days following the date for initial compliance by the significant industrial user (SIU) with applicable pretreatment standards and requirements set forth in this article, in a wastewater discharge permit, or within 30 days following commencement of the introduction of wastewater into the POTW by a new source or new users considered by GHU to fit the definition of SIU, the affected discharger shall submit to GHU a report containing the information outlined in subsections (b)(1) through (6) of section 82-175.

(b) For users subject to equivalent mass or concentration limits established by GHU in accordance with procedures established in 40 CFR 403.6(c), this report shall contain a reasonable measure of the user's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period.

### **Sec. 82-242. 90 Day Compliance Report (Periodic compliance report).**

(a) Any user that is required to have an industrial waste discharge permit and performs self-monitoring shall submit to GHU during the months of June and December, unless required on other dates or more frequently by GHU, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within the industrial waste discharge permit. At a minimum, users shall sample their discharge at least twice per year.

(b) The report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations, and shall also include any additional information required by this article or the wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) shall be reported. If a user sampled more frequently than what was required by GHU or by this article, it must submit all results of sampling and analysis of the discharge during the reporting period.

(c) Any user subject to equivalent mass or concentration limits established by GHU or by unit production limits specified in the applicable categorical standards shall report production data as outlined in this section.

(d) If GHU calculated limits to factor out dilution flows or non-regulated flows, the discharger will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.

(e) Flows shall be reported on the basis of actual measurement; however, GHU may accept reports of average and maximum flows estimated by verifiable techniques if GHU determines that an actual measurement is not feasible.

(f) Sampling shall be representative of the user's daily operations and shall be taken in accordance with the requirements specified in section 82-271.

(g) GHU may require reporting by users that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the sewerage system.

(h) GHU may require self-monitoring by the user or, if requested by the discharger, may agree to perform the periodic compliance monitoring needed to prepare the periodic compliance report required under this section. If GHU agrees to perform such periodic compliance monitoring, it may charge the user for such monitoring, based upon the costs incurred by GHU for the sampling and analysis. Any such charges shall be added to the normal sewer charge and shall be payable as part of the sewer bills. GHU is under no obligation to perform periodic compliance monitoring for a user.

**Sec. 82-243. Compliance schedules for meeting applicable pretreatment standards.**

(a) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (e.g., hiring an engineer, completing preliminary plans, completing final plans, executing contract for major components, commencing construction, completing construction, etc.).

(b) No increment referred to in subsection (a) of this section shall exceed nine months.

(c) Not later than 14 days following each date in the schedule and the final date for compliance, the user shall submit a progress report to GHU, including, at a minimum, whether or not it complied with the increment of progress to be met on such date and, if not, the date on which it expects to comply with this increment of progress, the reason for delay and the steps being taken by the user to return the construction to

the schedule established. In no event shall more than nine months elapse between such progress reports.

**Sec. 82-244. Notification of significant production changes.**

Any user operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify GHU within two business days after the user has a reasonable basis to know that the production level will significantly change within the next calendar month. Any user not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

**Sec. 82-245. Hazardous waste notification.**

(a) Existing users that are discharging more than 15 kilograms of hazardous wastes as defined in 40 CFR 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e) are required to provide a one-time notification in writing to GHU, director of the EPA region 10 office of air, waste and toxic chemicals and the northern region of the department of environmental conservation. Any existing user exempt from this notification shall comply with the requirements contained in this section within 30 days of becoming aware of a discharge of 15 kilograms of hazardous wastes in a calendar month or the discharge of acutely hazardous wastes to the GHU sewerage system. Such notification shall include:

- (1) The name of the hazardous waste as set forth in 40 CFR part 261;
- (2) The EPA hazardous waste number; and
- (3) The type of discharge (continuous, batch, or other).

(b) If an industrial user discharges more than 100 kilograms of such waste per calendar month to the sewerage system, the notification shall also contain the following information to the extent it is known or readily available to the industrial user:

- (1) An identification of the hazardous constituents contained in the wastes;
- (2) An estimation of the mass and concentration of such constituents in the wastestreams discharged during that calendar month; and
- (3) An estimation of the mass of constituents in the wastestreams expected to be discharged during the following 12 months.

(c) These notification requirements do not apply to pollutants already reported under the self-monitoring requirements.

(d) Whenever the EPA publishes final rules identifying additional hazardous wastes or new characteristics of hazardous waste, a user shall notify GHU of the discharge of such a substance within 90 days of the effective date of such regulations.

(e) In the case of any notification made under this section, an industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.

**Sec. 82-246. Notice of potential problems, including accidental spills and slug loadings.**

Any user shall notify GHU immediately of all discharges that could cause problems to the POTW, including any slug loadings. The notification shall include the concentration and volume and corrective action. Steps being taken to reduce any adverse impact should also be noted during the notification. Any user who discharges a slug of pollutants shall be liable for any expense, loss or damage to the POTW, in addition to the amount of any fines imposed on the city and/or GHU under state or federal law.

**Sec. 82-247. Noncompliance reporting.**

If sampling performed by a user indicates a violation, the user shall notify GHU within 24 hours of becoming aware of the violation. The user shall also repeat the sampling within five days and submit the results of the repeat analysis to GHU within 30 days after becoming aware of the violation, except the user is not required to resample if:

- (1) GHU performs sampling at the user at a frequency of at least once per month; or
- (2) GHU performs sampling at the user between the time when the user performs its initial sampling and the time when the user receives the results of this sampling.

**Sec. 82-248. Notification of changed discharge.**

All users shall promptly notify GHU in advance of any substantial change in the volume or character of pollutants in their discharge, including significant manufacturing process changes, pretreatment modifications, changes that could affect the potential for slug discharge, and the listed or characteristic hazardous wastes for which the user has submitted initial notification under 40 CFR 403.12(p).

**Sec. 82-249. Reports from unpermitted users.**

All users not required to obtain a wastewater discharge permit shall provide appropriate reports to GHU as the superintendent may require.

## **Sec. 82-250. Recordkeeping.**

(a) Users subject to the reporting requirements of this article shall retain and make available for inspection and copying all records or information obtained pursuant to any monitoring activities required by this article and any additional records or information obtained pursuant to monitoring activities undertaken by the user independent of such requirements, including documentation associated with Best Management Practices

(b) Records shall include the date, exact place, method, and time of sampling and the name of the person taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.

(c) These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or POTW, or where the user has been specifically notified of a longer retention period by the superintendent.

## **Secs. 82-251--82-270. Reserved.**

# **DIVISION 8. SAMPLING AND ANALYTICAL REQUIREMENTS**

## **Sec. 82-271. Sampling requirements for users.**

(a) Grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide, and volatile organic compounds. For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the superintendent. The samples must be representative of the Discharge and the decision to allow the alternative sampling must be documented in the Industrial User file for that facility or facilities. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the superintendent, as appropriate.

(b) For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the superintendent may authorize a lower minimum. For the reports required by 40 CFR 403.12 (e) and (h), the control authority shall require the number of



grab samples necessary to assess and assure compliance by industrial users with applicable pretreatment standards and requirements.

**Sec. 82-272. Analytical requirements.**

All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

**Sec. 82-273. GHU monitoring of user's wastewater.**

When GHU has occasion to monitor a user's wastewater, GHU shall follow the procedures for monitoring outlined in sections 82-271 and 82-272.

**Secs. 82-274--82-295. Reserved.**

**DIVISION 9. INSPECTION**

**Sec. 82-296. Authorized.**

(a) GHU shall have the right to enter the facilities of any user to ascertain whether the purposes of this article and any wastewater discharge permit or order issued under this article are being met and whether the user is complying with all requirements of this article.

(b) Users shall allow the superintendent ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

**Sec. 82-297. Superintendent's access.**

(a) Where a user has security measures in force which require proper identification and clearance before entry into its premises, the user shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the superintendent will be permitted to enter without delay for the purposes of performing specific responsibilities.

(b) The superintendent shall have the right to set up on the user's property or require installation of such devices as are necessary to conduct sampling and/or metering of the user's operations.

(c) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the

written or verbal request of the superintendent and shall not be replaced. The costs of clearing such access shall be borne by the user.

(d) Unreasonable delays in allowing the superintendent access to the user's premises shall be a violation of this article.

#### **Sec. 82-298. Monitoring facilities.**

(a) Each user shall provide and operate at its own expense a monitoring facility to allow inspection, sampling and flow measurements of each sewer discharge to the GHU wastewater utility collection system. Each monitoring facility shall be situated on the user's premises. The superintendent, whenever applicable, may require the construction and maintenance of sampling facilities at other locations (for example, at the end of a manufacturing line or wastewater treatment system).

(b) There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

(c) All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications.

(d) The superintendent may require the user to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the user at its own expense. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

#### **Sec. 82-299. Search warrants.**

If the superintendent has been refused access to a building, structure or property, or any part of a building, structure or property, and is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect as part of a routine inspection program of GHU designed to verify compliance with this article or any wastewater discharge permit or order issued hereunder this article, or to protect the overall public health, safety and welfare of the city, the superintendent shall seek issuance of a search and/or seizure warrant from the Superior Court of the Fourth Judicial District of the State of Alaska. Such warrant shall be served at reasonable hours by the superintendent in the company of a uniformed peace officer.

#### **Sec. 82-300 – 82-309 - Reserved**

## DIVISION 10. CONSTRUCTION SITE STORMWATER RUNOFF

### Sec. 82-310. Introduction/Purpose.

When vegetation is removed or soil is disturbed during the construction process, soil is highly vulnerable to erosion by wind and water. The sediment produced from this erosion endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Sedimentation of storm sewers and ditches also increases maintenance costs to the City of Fairbanks.

**The City of Fairbanks, City of North Pole, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities - Northern Region collectively received a Phase II National Pollutant Discharge Elimination System (NPDES) Permit (Permit)** from the U.S. Environmental Protection Agency (EPA) on June 1, 2005, to discharge from all Municipal Separate Storm Sewer Systems (MS4s) into receiving waters, which includes Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated Waters of the U.S. The ~~Phase II NPDES Permit~~ ~~requireds~~ the aforementioned agencies to develop, implement, and enforce a local stormwater runoff plan review and inspection program to reduce pollutants in stormwater runoff from construction activities within the Fairbanks Urbanized Area. Therefore, the purpose of this article is to empower the City of Fairbanks to meet the requirements of the ~~Phase II NPDES permit~~ **Permit** within the Urbanized Area of the City of Fairbanks, as mandated by the EPA. **The Alaska Department of Environmental Conservation (ADEC) assumed authority over the Permit in October 2009 under the Alaska Pollutant Discharge Elimination System (APDES) program. The original Permit conditions remain in effect.** The objective of this article ~~is to reduce the discharge of sediment, to the maximum extent practicable,~~ **is to reduce the discharge of sediment and other pollutants resulting** from construction activities to the MS4 and waters of the U.S. This article will also promote public and environmental welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the City of Fairbanks.

(Ord. No. 5751, § 1, 5-24-2008)

### Sec. 82-311. Definitions.

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

~~Alaska Stormwater Pollution Prevention Plan Guide: A publication prepared by the Alaska State Department of Transportation and Public Facilities (DOT&PF), and all future amendments thereto, incorporated by reference into this division.~~

**Alaska Pollution Discharge Elimination System (APDES) Program: In 2008, the State of Alaska applied to implement the NPDES Program. The EPA approved the**

**application and agreed to transfer program authority to the State over four phases. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program and is administered by ADEC. The initial phase transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood processing facilities, and hatcheries. Phase II was completed in 2009 and included federal facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase III was completed in 2010 to include mining activities. November 1, 2012 marked the completion of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions, and any other facilities that had not yet been transferred. New (APDES) regulations were adopted at 18 AAC 83, along with subsequent amendments effective October 23, 2008.**

*Best management practices (BMPs):* Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution to the MS4 and waters of the U.S. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

*Clean Water Act (CWA):* The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

*Construction activity:* Activities including, but not limited to, clearing and grubbing, grading, excavating, and demolition.

*Design criteria:* The design requirement that BMPs used during construction shall be designed to handle the two-year, six-hour duration storm event without failure of the BMPs and without any degradation to water quality of the receiving water.

*Erosion and sediment control plan:* A set of plans indicating the specific measures and sequencing to be used to control sediment and erosion on a development site during and after construction for activity that will result in a ground disturbance of 10,000 square feet to one acre.

*Fairbanks Urbanized Area:* The area of the Fairbanks North Star Borough delineated by the U.S. Census Bureau consisting of contiguous, densely settled census block groups and census block that meet minimum population density requirements, along with adjacent densely settled census blocks that together encompass a population of 50,000 people; as named by the U.S. Census Bureau on May 1, 2002 (67 FR 21962).

*Hazardous materials:* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

~~Maximum extent practicable: The technology-based discharge standard to reduce pollutants in stormwater discharges~~**The discharge standard that uses best available technology and methods in order to reduce pollutants entering waters of the U.S. as established by CWA § 402(p).**

**Municipal Separate Storm Sewer System (MS4):** The conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) designed or used for collecting or conveying stormwater; (ii) which is not a combined sewer; (iii) which is not part of a publicly owned treatment works; and, (iv) which discharges to waters of the U.S.

**National Pollutant Discharge Elimination System (NPDES):** The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA §§ 307, 402, 318, and 405.

**Pollutant:** Anything that causes or contributes to pollution including, but not limited to: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

**Stormwater:** Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including ice and snow melt runoff.

**Stormwater Pollution Prevention Plan (SWPPP):** A document that describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site, and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-312. Applicability.

This division shall apply to all ground disturbances totaling 10,000 square feet or greater on a common parcel within the Urbanized Area of the City of Fairbanks for development projects ~~on private property~~ funded by the private sector, including private development where all or part of the project will be transferred to the City of Fairbanks at a later date (i.e. roads and associated right-of-way within new subdivisions).

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-313. Responsibility for administration.

The City of Fairbanks shall administer, implement, and enforce the provisions of this division.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-314. Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this division or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-315. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-316. Permit.

No person shall be granted a residential or commercial building permit for construction activity that will result in a ground disturbance of 10,000 square feet to one acre without the submission of an Erosion and sSediment eControl Pplan (ESCP) meeting the requirements set forth in this division, and approval by the City of Fairbanks.

No person shall be granted a residential or commercial building permit for construction activity that will result in a ground disturbance of greater than or equal to one acre, or result in a ground disturbance less than one acre but will be part of a larger common plan of development or sale that will collectively disturb more than one acre, without the submission of a ~~stormwater pollution prevention plan (SWPPP)~~ meeting the requirements set forth in this division, and approval by the City of Fairbanks.

An ESCP or SWPPP is not required for the following activities:

- (a) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
- (b) **Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.**
- (c) Existing nursery and agricultural operations conducted as a permitted main or accessory use.

- (de) Small construction activities (less than five acres) meeting the requirements for a rainfall erosivity waiver, total maximum daily load waiver, equivalent analysis waiver, or other waiver detailed in the most recently issued EPA construction general permit.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-317. Review and approval.

The City of Fairbanks will review each ESCP and SWPPP to determine its conformance with the provisions of this division. Within seven business days after receiving an ESCP or SWPPP, the City of Fairbanks shall, in writing:

- (a) Issue a letter of non-objection to the ESCP or SWPPP;
- (b) Issue a letter of non-objection to the ESCP or SWPPP subject to such reasonable conditions as may be necessary to secure substantially the objectives of this division, and issue the permit subject to these conditions; or
- (c) Disapprove the ESCP or SWPPP, indicating the reason(s) and procedure for submitting a revised application and/or submission.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-318. ESCP requirements.

The ESCP shall, at a minimum, include the following:

- (a.) Site description narrative.
  - i. *Site description*: Provide a **site address and** description of the property boundary, construction site boundary (area of disturbance **in square feet**), existing soil conditions, **and** approximate depth to groundwater.
  - ii. *Project description*: Provide a description of the nature and extent of the construction activity, including all ground disturbing activities, their sequence, **estimated begin and end dates**, and any work requiring dewatering.
  - iii. *Area of disturbance*: Provide estimates (to the nearest 500 square feet) of the total area of the property, and the total area (**square feet**) that is expected to be disturbed.
  - iv. *Receiving waters*: Include the name and approximate distance (to the nearest 100 feet) of all receiving waters, including wetlands as defined by the U.S. Army Corps of Engineers, where to stormwater will discharge. If the stormwater discharges to the MS4 (i.e. roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), identify the point of discharge to the MS4 and the receiving water to which the MS4 outfalls.
  - v. *Erosion and sediment controls*: Describe all BMPs to be used during construction, both structural (i.e. perimeter control, matting, etc.) and non-structural (project phasing, sequencing, etc.), including all BMP inspection and maintenance requirements.

**vi. Any information on known contaminated soils or groundwater that may be present on site in consultation with the ADEC Contaminated Sites Program.**

- b. Site plan.
- i. *Site characteristics*: Include the property boundary, construction site boundary, names of all adjacent streets or roadways, north arrow, and scale bar.
  - ii. *Construction plan*: Include the location of all planned excavation and fill activities; and all existing and proposed buildings, surfaced areas, utility installations, material or equipment staging areas, temporary soil stockpile areas, and borrow sites.
  - iii. *Drainage patterns*: Include approximate slopes (to the nearest percent) and direction of slopes (i.e. flow direction arrows) for both pre- and post-construction for all surfaces, ditches, and culverts.
  - iv. *Receiving waters*: Identify all surface waters and wetlands within one mile of the construction site, including the location where stormwater will discharge to the receiving waters. If the stormwater discharges to the MS4, identify the point of discharge to the MS4 **using the most recent copy of the City of Fairbanks Stormwater MS4 map.**
  - v. *Erosion and sediment controls*: Identify the location of all BMPs to be used during construction, including final stabilization.
- c. BMP detail sheets.
- i. *BMP standard detail sheets*: Include standard drawings of all structural BMPs to be used, including BMP-specific notes detailing installation and maintenance requirements.
- d. The name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm.
- e. A signed statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the ESCP.
- f. Payment of the ESCP plan review fee in the amount prescribed by the City of Fairbanks.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-319. SWPPP requirements.

The SWPPP shall, at a minimum, meet the following requirements:

- (a) Conformance to the most recently issued ~~ADEC~~**ADECEPA N**~~APDES~~**C**~~construction~~**G**~~general~~**P**~~permit~~**and any existing permit stipulations.**
- (b) ~~Conformance to the most recently issued DOT & PF Alaska Stormwater Pollution Prevention Plan Guide.~~



- (~~eb~~) Conformance to any additional standards adopted by the City of Fairbanks necessary to ensure that construction site operators practice adequate erosion, sediment, and waste control.
- (~~ec~~) Be developed by a certified professional in ~~erosion and sediment control~~ **stormwater management** or a professional engineer registered in the State of Alaska.
- (~~ed~~) Meet the design criteria that BMPs used during construction shall be designed to handle the two-year, six-hour duration storm event without failure of the BMPs and without any degradation to water quality of the receiving water.
- (~~ee~~) Include a copy of the notice of intent submitted to the ~~EPA~~ **ADEC**.
- (~~ef~~) Include a signed statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the SWPPP.
- (~~eg~~) Include the name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm.
- (~~eh~~) Include payment of the SWPPP plan review fee in the amount prescribed by the City of Fairbanks.
- (~~ei~~) Include payment of the construction site inspection fee in the amount prescribed by the City of Fairbanks.
- (~~ej~~) **The SWPPP must be kept on-site and contain a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.**

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-320. Inspection.

The City of Fairbanks will inspect each permitted construction site at least once per year. Access to a construction site for inspection shall not be denied. In addition to other available penalties, any permit issued under this division may be immediately suspended until an inspection is conducted. If, during construction, the City of Fairbanks finds that BMPs are improperly installed, not maintained, or inappropriate for proper erosion, sediment and waste control, any permit issued under this division may be immediately suspended until the identified problem is resolved.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-321. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm

drainage system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City of Fairbanks in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Fairbanks within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 5751, § 1, 5-24-2008)

#### Sec. 82-322. Enforcement.

No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this division. Any person violating any of the provisions of this division shall be deemed guilty of a misdemeanor and each day during which any violation of any of the provisions of this division is committed, continued, or permitted, shall constitute a separate offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this division shall be required to bear the expense of such restoration.

In the event that any person holding a residential or commercial building permit pursuant to this division violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City of Fairbanks may issue a notice of violation, suspend, or revoke the permit.

#### *Notice of Violation*

Whenever the City of Fairbanks finds that a person has violated a prohibition or failed to meet a requirement of this article, the City of Fairbanks may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of construction stormwater discharges, illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (e) Payment of a fine to cover administrative and remediation costs; and

(f) implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore affected property within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-323. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the City of Fairbanks. The notice of appeal must be received within 30 days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City of Fairbanks or their designee shall be final.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-324. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within 30 days of a decision by the City of Fairbanks, then the City of Fairbanks shall enter upon the subject private property, and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City of Fairbanks or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-325. Cost of abatement of the violation.

Within 90 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the City of Fairbanks objecting to the amount of the assessment within 14 days. If the amount due is not paid within a timely manner as determined by the decision of the City of Fairbanks or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City of Fairbanks by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest as allowable by law shall be assessed on the balance beginning on the 91st day following discovery of the violation.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-326. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the City of Fairbanks may petition for a preliminary or permanent injunction restraining the person from activities that would create further violations, or compelling the person to perform abatement or remediation of the violation.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-327. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the City of Fairbanks may impose upon a violator alternative compensatory actions, such as ~~storm drain stenciling~~, attendance at compliance workshops, **and** stream cleanup **activities**, etc.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-328. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate may be taken to enjoin or otherwise compel the cessation of such nuisance.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-329. Criminal prosecution.

Any person that has violated or continues to violate this division shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to criminal penalties and/or imprisonment.

The City of Fairbanks may recover all attorney's fees, court costs, and other expenses associated with enforcement of this division, including sampling and monitoring expenses.

(Ord. No. 5751, § 1, 5-24-2008)

Sec. 82-329.1. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the City of Fairbanks to seek cumulative remedies.

(Ord. No. 5751, § 1, 5-24-2008)

## **DIVISION 11. ILLICIT DISCHARGE DETECTION AND ELIMINATION**

Sec. 82-330. - Purpose/intent.

The purpose of this division is to provide for the health, safety, and general welfare of the citizens of the City of Fairbanks through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This division establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the ~~National~~ Alaska Pollutant Discharge Elimination System (~~NPDES~~APDES) permit process.

The objectives of this division are to:

- (a) Regulate the contribution of pollutants to the storm drainage system and local waterways from stormwater discharges and snow melt by any user.
- (b) Prohibit illicit connections and discharges to the storm drainage system or local waterways.
- (c) Establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this division.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-331. Definitions.

For the purposes of this division, the following shall mean:

*Authorized enforcement agency:* Employees or designees of the City of Fairbanks ~~Director of Public Works~~ designated to enforce this division.

**Alaska Pollution Discharge Elimination System (APDES) Program:** In 2008, the State of Alaska applied to implement the NPDES Program. The EPA approved the application and agreed to transfer program authority to the State over four phases. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program and is administered by the ADEC. The initial phase transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood processing facilities, and hatcheries. Phase II was completed in 2009 and included federal facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase III was completed in 2010 to include mining activities. November 1, 2012 marked the completion of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions, and any other facilities that had not yet been transferred. New

**(APDES) regulations were adopted at 18 AAC 83, along with subsequent amendments effective October 23, 2008.**

*Best management practices (BMPs):* Schedules of activities; prohibitions of practices; general good housekeeping practices; pollution prevention and educational practices; maintenance procedures; and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices; operating procedures; and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

*Clean Water Act (CWA):* The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

*Construction activity:* Activities subject to ~~NPDES~~ **APDES** construction permits. Currently, these include construction projects resulting in land disturbance of one acre or more **and discharges from smaller sites that are part of a larger common plan of development or sale.** Such **earth-disturbing** activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

*Hazardous materials:* Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

*Illegal discharge:* Any direct or indirect non-stormwater discharge to the storm drainage system, except as exempted by this division.

*Illicit connections:* An illicit connection is defined as either of the following:

Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drainage system including, but not limited to, any conveyances that allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drainage system; and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected to the storm drainage system from a commercial or industrial land use, and which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

*Industrial activity:* Activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26 (b)(14).

*Municipal ~~S~~separate ~~S~~storm ~~S~~sewer ~~S~~system (MS4):* Facilities within the City of Fairbanks Urbanized Area owned or operated by the co-permittees holding Permit No. AKS-053406 by which stormwater is collected and/or conveyed, including, but not limited to, any roads with drainage systems, city streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

*National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit:* A permit issued by the Environmental Protection Agency (EPA) (or by a state under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to Waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

*Non-stormwater discharge:* Any discharge to the storm drainage system that is not composed entirely of stormwater.

*Person:* Any individual, association, organization, partnership, firm, corporation or other entity recognized by law, and acting as either the owner or the owner's agent.

*Pollutant:* Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oils, grease, and other automotive fluids; non-hazardous liquids, detergents, and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ammunition, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

*Premises:* Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

*Snow storage:* Any area used to store snow removed from residential and commercial facilities, roadways, parking lots, storage areas.

*Storm drainage system:* MS4 facilities within and under the control of the City of Fairbanks by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, city streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

*Stormwater:* Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

~~*Stormwater*~~ **Storm Water** ~~*pollution*~~ **Pollution** ~~*prevention*~~ **Prevention** ~~*plan*~~ **Plan** **(SWPPP)**: A document that describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site, and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

*Wastewater:* Any water or other liquid, other than uncontaminated stormwater, discharged from a facility.

*Waterways:* Area waterways include the Chena River, Noyes Slough, ponds, lakes, gravel pits, stormwater retention basins, and all associated drainage pathways, swales, ditches, channels, etc.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-332. Applicability.

This division shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-333. Responsibility for administration.

The City of Fairbanks shall administer, implement, and enforce the provisions of this division. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the director of the authorized enforcement agency to persons or entities acting in the beneficial interest of, or in the employ of, the agency.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-334. Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this division or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-335. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-336. Discharge prohibitions.

Prohibition of illegal discharges

- (1) No person shall cause or permit the illicit discharge of any of the following in such a manner that access was, is, or will be gained to:
  - a. Waters of the state, or waters of the United States, unless such is first treated in a manner approved by the authorized enforcement agency having jurisdiction; or
  - b. To a storm drainage system of the City of Fairbanks, other than pursuant to an ~~NPDES~~APDES permit:



1. Grease, fatty materials, offal, or garbage;
  2. Sand, sand dust, dirt, gravel, sawdust, **coal, coal ash**, metal filings, broken glass, **yard waste, domestic animal or livestock waste** or any material which may cause or create an obstruction in the storm sewer system;
  3. Gasoline, benzene, fuel oil or a petroleum product, or volatile liquid;
  4. Milk or any liquid milk waste products;
  5. Wax, cyanide, phenols, or other chemical or substances that may cause damage to materials of which the storm sewer system is constructed;
  6. Wastewater; or
  7. Pollutants or any materials other than stormwater which are prohibited by the Clean Water Act, National Pollutant Discharge Elimination System under 33 USC 1342 (1987) and regulations adopted thereunder located at 40 CFR 22, 23 and 24 (1990).
- (2) Dumping in watercourse. No person shall deposit, dump, abandon, throw, scatter, or transport solid waste, garbage, rubbish, junk, fill, soil, dirt, snow, **yard waste, domestic animal or livestock waste** or other material in such a manner as to obstruct, impound, pollute or cause siltation of any river, stream, creek, watercourse, ditch, drain, or gutter except as otherwise allowed by valid federal, state, or local permits or licenses relative to water pollution, water impoundment, or water quality control.

The commencement, conduct or continuance of any illegal discharge to the storm drainage system is prohibited except as described as follows:

- a. The following discharges are exempt from discharge prohibitions established by this division: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering or cooling systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated - typically less than one part per million (PPM) chlorine), fire fighting activities, and any other water source not containing pollutants.
- b. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.
- c. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.
- d. The prohibition shall not apply to any non-stormwater discharge permitted under an **NPDES** permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the EPA, provided

that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drainage system.

Prohibition of illicit connections.

- (1) The construction, use, maintenance, or continued existence of illicit connections to the storm drainage system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this division if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-337. Suspension of MS4 access.

Suspension due to illicit discharges in emergency situations. The City of Fairbanks may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

Suspension due to the detection of illicit discharge. Any person discharging to the MS4 in violation of this division may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the authorized enforcement agency.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-338. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity ~~NPDES~~**APDES** stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with such permit may be required in a form acceptable to the City of Fairbanks prior to the allowing of discharges to the MS4.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-339. Monitoring of discharges.

Applicability. This section applies to all facilities that have stormwater discharges associated with industrial activity, including construction activity.

Access to facilities.

- (a) The City of Fairbanks shall be permitted to enter and inspect facilities subject to regulation under this division as often as may be necessary to determine compliance. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
- (b) Facility operators shall allow the City of Fairbanks ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an ~~NPDES~~**SAPDES** permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- (c) The City of Fairbanks shall have the right to set up, on any permitted facility, such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's stormwater discharge.
- (d) The City of Fairbanks has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at their own expense. All devices used to measure stormwater flow and quality shall be calibrated yearly to ensure their accuracy.
- (e) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Fairbanks and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (f) Unreasonable delays in allowing the City of Fairbanks access to a permitted facility is a violation of a stormwater discharge permit and of this division. A person who is the operator of a facility with a ~~NPDES~~**SAPDES** permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this division.
- (g) If the City of Fairbanks has been refused access to any part of the premises from which stormwater is discharged and is able to demonstrate probable cause to believe that there may be a violation of this division, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this division or any order issued hereunder, or to protect the overall public health, safety, and welfare of the

community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-340. Requirement to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The City of Fairbanks will adopt requirements identifying BMPs for any activity, operation, or facility that may cause or contribute to pollution or contamination of stormwater, the storm drainage system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm drainage system or watercourses through the use of structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm drainage system. Compliance with all terms and conditions of a valid ~~NPDES~~**APDES** permit authorizing the discharge of stormwater associated with an industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a ~~stormwater pollution prevention plan (SWPPP)~~ as necessary for compliance with requirements of the ~~NPDES~~**APDES** permit.

(Ord. No. 5703, § 1, 7-16-2007)

~~Sec. 82-341. – Accidental discharge/slug control plan.~~

~~Any user conducting industrial activities is required to develop and implement an accidental discharge/slug control plan and shall submit a plan to the City of Fairbanks which addresses, at a minimum, the following:~~

- ~~(a) Description of discharge practices;~~
- ~~(b) Description of stored chemicals, including material safety data sheets (MSDS);~~
- ~~(c) Procedures for immediately notifying the City of Fairbanks of any accidental or slug discharge, which notification must also be given for any discharge which would violate any prohibited discharges; and~~
- ~~(d) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to:~~
  - ~~1. Inspection and maintenance of storage areas;~~
  - ~~2. Handling and transfer of materials;~~
  - ~~3. Loading and unloading operations;~~
  - ~~4. Control of site runoff;~~
  - ~~5. Worker training;~~

- ~~6. Building of containment structures or equipment;~~
- ~~7. Measures for containing toxic organic pollutants (including solvents); and/or~~
- ~~8. Measures and equipment for emergency response.~~

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3412. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. Any pollutants discharged into a watercourse through a privately-owned system shall constitute an illegal discharge.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3423. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drainage system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Fairbanks within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3434. Enforcement.

Notice of violation. Whenever the City of Fairbanks finds that a person, public entity, business, or corporation has violated a prohibition or failed to meet a requirement of this division, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore affected property within the established deadline, the work will be done by a designated governmental agency or a contractor, and the expense thereof shall be charged to the violator.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3445. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within 30 days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the authorized enforcement agency or their designee shall be final.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3456. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or in the event of an appeal, within 30 days of a decision by the authorized enforcement agency upholding the original decision, then representatives of the authorized enforcement agency shall enter upon the subject private property, and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the authorized enforcement agency or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3467. Cost of abatement of the violation.

Within 90 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a

written protest to the authorized enforcement agency objecting to the amount of the assessment within 14 days. If the amount due is not paid within a timely manner as determined by the decision of the authorized enforcement agency or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the authorized enforcement agency by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest as allowed by law shall be assessed on the balance beginning on the 91st day following discovery of the violation.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3478. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities that would create further violations, or compelling the person to perform abatement or remediation of the violation.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3489. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-34950. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate may be taken to enjoin or otherwise compel the cessation of such nuisance.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-3504. Criminal prosecution.

Any person that has violated or continues to violate this division shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to criminal penalties and/or imprisonment.

The authorized enforcement agency may recover all attorney's fees, court costs, and other expenses associated with enforcement of this division, including sampling and monitoring expenses.

(Ord. No. 5703, § 1, 7-16-2007)

Sec. 82-35~~1~~2. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state, or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

(Ord. No. 5703, § 1, 7-16-2007)

Secs. 82-35~~2~~3—82-369. Reserved.

## **DIVISION 12. POST-CONSTRUCTION STORMWATER MANAGEMENT**

Sec. 82-370. Introduction/purpose.

Land development and redevelopment projects and associated increases in impervious cover alter the hydrologic response of local watersheds and increase stormwater runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition. This can be controlled and minimized through the regulation of project design in consideration of post-development stormwater runoff quantity and quality.

The City of Fairbanks, City of North Pole, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities - Northern Region collectively received a Phase II National Pollutant Discharge Elimination System (NPDES) Permit (**Permit**) from the U.S. Environmental Protection Agency (EPA) on June 1, 2005, to discharge from all Municipal Separate Storm Sewer Systems (MS4s) into receiving waters, which includes Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the U.S. The ~~Phase II NPDES~~ Permit requires the aforementioned agencies to develop, implement, and enforce a program to address post-construction stormwater runoff from new development and redevelopment projects within the Fairbanks Urbanized Area. Therefore, the purpose of this division is to empower the City of Fairbanks to meet the requirements of the ~~Phase II NPDES~~ Permit within the urbanized area of the City of Fairbanks, as mandated by the EPA. **The Alaska Department of Environmental Conservation (ADEC) assumed authority over the Permit in October 2009 under the Alaska Pollutant Discharge Elimination System (APDES) program. The original Permit conditions remain in effect.** This division will also promote public and environmental welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the City of Fairbanks.



(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-371. Definitions.

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

**Alaska Pollution Discharge Elimination System (APDES) Program: In 2008, the State of Alaska applied to implement the NPDES Program. EPA approved the application and agreed to transfer program authority to the State over four phases. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program and is administered by ADEC. The initial phase transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood processing facilities, and hatcheries. Phase II was completed in 2009 and included federal facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase III was completed in 2010 to include mining activities. November 1, 2012 marked the completion of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions, and any other facilities that had not yet been transferred. New (APDES) regulations were adopted at 18 AAC 83, along with subsequent amendments effective October 23, 2008.**

Best management practices (BMPs): Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution to the MS4 and waters of the U.S. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Clean Water Act (**CWA**): The Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity: Activities including, but not limited to, clearing and grubbing, grading, excavating, and demolition.

Design criteria: The design requirement for (1) runoff volume that post-development peak runoff shall be limited to five percent over pre-development peak runoff based on the ten-year, one-hour duration storm event; and (2) runoff quality that permanent BMPs shall be designed to treat the initial 0.5 inch of runoff from each storm event, and provide treatment at a minimum of 0.005 inch per minute after the first flush storm event.

Fairbanks Urbanized Area: The area of the Fairbanks North Star Borough delineated by the U.S. Census Bureau consisting of contiguous, densely settled census block groups and census block that meet minimum population density requirements, along with adjacent densely settled census blocks that together encompass a population of 50,000 people; as named by the U.S. Census Bureau on May 1, 2002 (67 FR 21962).

Hazardous materials: Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological, or infectious characteristics may cause, or significantly contribute to, a substantial

present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Maintenance agreement: A signed statement that the owner of the site will operate, maintain, and/or schedule all permanent BMP(s) in accordance with the Permanent Storm Water Control Plan (PSWCP).

Maximum extent practicable: **The discharge standard that uses best available technology and methods in order to reduce pollutants entering waters of the U.S. as established by CWA § 402(p).**~~The technology-based discharge standard to reduce pollutants in stormwater discharges established by CWA § 402(p).~~

Municipal Separate Storm Sewer System (MS4): The conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (1) Designed or used for collecting or conveying stormwater;
- (2) Which is not a combined sewer;
- (3) Which is not part of a publicly owned treatment works; and
- (4) Which discharges to waters of the U.S.

National Pollutant Discharge Elimination System (NPDES): The national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA §§ 307, 402, 318, and 405.

Permanent Storm Water Control Plan (PSWCP): A document that describes the specific BMPs, and maintenance therein, to be incorporated into the project design to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable for construction activity that will result in a ground disturbance of greater than or equal to one acre.

Pollutant: Anything that causes or contributes to pollution including, but not limited to: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

Stormwater: Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including ice and snow melt runoff.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-372. Applicability.

**This division shall apply to all ground disturbances of totalling one acre or greater on a common parcel within the Urbanized Area of the City of Fairbanks ~~on~~ for development projects funded by the private sector, including private development where all or part of the project will be transferred to the City of Fairbanks at a later date (i.e. roads and associated right-of-way within new**

**subdivisions)** private property funded by the private sector, including private development where all or part of the project will be transferred to the City of Fairbanks at a later date (i.e., roads and associated rights-of-way within new subdivisions).

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-373. Responsibility for administration.

The City of Fairbanks shall administer, implement, and enforce the provisions of this division.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-374. Severability.

The provisions of this division are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this division or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this division.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-375. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this division are minimum standards; therefore this division does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-376. Permit.

No person shall be granted a residential or commercial building permit for construction activity that will result in a ground disturbance of greater than or equal to one acre, or result in a ground disturbance less than one acre but will be part of a larger common plan of development or sale that will collectively disturb more than one acre, without the submission of a ~~permanent stormwater control plan (PSWCP)~~ meeting the requirements set forth in this division, and approval by the City of Fairbanks.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-377. Review and approval.

The City of Fairbanks will review each PSWCP to determine its conformance with the provisions of this division. Within seven business days after receiving an PSWCP, the City of Fairbanks shall, in writing:

- (a) Issue a letter of non-objection to the PSWCP;
- (b) Issue a letter of non-objection to the PSWCP subject to such reasonable conditions as may be necessary to secure substantially the objectives of this division, and issue the permit subject to these conditions; or
- (c) Disapprove the PSWCP, indicating the reason(s) and procedure for submitting a revised application and/or submission.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-378. PSWCP requirements.

The PSWCP shall be developed by a certified professional in erosion and sediment control or a professional engineer registered in the State of Alaska, and at a minimum, include the following:

- (a) BMP selection narrative.
  - i. Site description: Provide a description of the property boundary, construction site boundary (area of disturbance), existing soil conditions, and approximate depth to groundwater.
  - ii. Site conditions: Include a summary of pre- and post-developed site conditions including existing and proposed land use, amount of impervious area **existing and proposed**, drainage patterns to and from the site, and any known historical drainage problems such as flooding and/or erosion.
  - iii. Receiving waters: Include the name and approximate distance (to the nearest 100 feet) of all receiving waters, including wetlands as defined by the U.S. Army Corps of Engineers, where stormwater will discharge. If the stormwater discharges to the MS4 (i.e., roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains), identify the point of discharge to the MS4 and the receiving water to which the MS4 outfalls.
  - iv. Pollutant sources: Include a description of all potential pollutant sources from the proposed land use, which may add pollutants to stormwater discharges.
  - v. BMP selection: Identify all permanent structural and nonstructural BMPs selected and incorporated into the project design to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable. For each BMP, also include a description of the methodology used to size and locate each BMP.
  - vi. Operation and maintenance procedures: Include a description of all operation and maintenance procedures for each BMP to be installed on site.
- (b) Site plan.

- i. Site characteristics: Include the property boundary, construction site boundary, names of all adjacent streets or roadways, north arrow, and scale bar.
  - ii. Construction plan: Include the location of all planned excavation and fill activities, existing and proposed buildings, surfaced areas, and utility installations.
  - iii. Drainage patterns: Include approximate slopes (to the nearest percent) and direction of slopes (i.e., flow direction arrows) for both pre- and post-development for all surfaces, ditches, and culverts.
  - iv. Receiving waters: Identify all surface waters and wetlands within one mile of the construction site, including the location where stormwater will discharge to the receiving waters. If the stormwater discharges to the MS4, identify the point of discharge to the MS4.
  - v. Permanent stormwater controls: Identify the location of all permanent structural BMPs to be installed on site, as well as all areas where non-structural BMPs will be implemented.
- (c) Sizing and design information.
- i. Include calculations, manufacturers' guidance, or other process decisions showing how all permanent structural BMPs were sized and designed, and their performance goals. At a minimum, the project must meet the design requirement for (1) runoff volume that post-development peak runoff shall be limited to five percent over pre-development peak runoff based on the ten-year, one-hour duration storm event; and (2) runoff quality that permanent BMPs shall be designed to treat the initial 0.5 inch of runoff from each storm event, and provide treatment at a minimum of 0.005 inch per minute after the first flush storm event.
- (d) A signed statement that the owner of the site will operate, maintain, and/or schedule all permanent BMP(s) in accordance with the PSWCP.
- (e) Payment of the PSWCP plan review fee in the amount prescribed by the City of Fairbanks.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-379. Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials that are resulting or may result in illegal discharges or pollutants discharging into stormwater, the storm drainage system, or Waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a

release of non-hazardous materials, said person shall notify the City of Fairbanks in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Fairbanks within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

(Ord. No. 5780, § 1, 8-15-2009)

#### Sec. 82-380. Enforcement.

No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this division. Any person violating any of the provisions of this division shall be deemed guilty of a misdemeanor and each day during which any violation of any of the provisions of this division is committed, continued, or permitted, shall constitute a separate offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this division shall be required to bear the expense of such restoration.

In the event that any person holding a residential or commercial building permit pursuant to this division violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City of Fairbanks may issue a notice of violation, suspend, or revoke the permit.

#### Notice of Violation

Whenever the City of Fairbanks finds that a person has violated a prohibition or failed to meet a requirement of this division, the City of Fairbanks may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of construction stormwater discharges, illicit connections, or discharges;
- (c) That violating discharges, practices, or operations shall cease and desist;
- (d) The abatement or remediation of stormwater pollution or contamination hazards, and the restoration of any affected property; and
- (e) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore affected property within the established deadline, the work will be done by a designated governmental agency or a contractor, and the expense thereof shall be charged to the violator.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-381. Appeal of notice of violation.

Any person receiving a notice of violation may appeal to the City of Fairbanks. The notice of appeal must be received within 30 days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within 14 days from the date of receipt of the notice of appeal. The decision of the City of Fairbanks or their designee shall be final.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-382. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation or, in the event of an appeal, within 30 days of a decision by the City of Fairbanks, then representatives of the City of Fairbanks shall enter upon the subject private property, and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the City of Fairbanks or designated contractor to enter upon the premises for the purposes set forth above.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-383. Cost of abatement of the violation.

Within 90 days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the City of Fairbanks objecting to the amount of the assessment within 14 days. If the amount due is not paid within a timely manner as determined by the decision of the City of Fairbanks or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this article shall become liable to the City of Fairbanks by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest as allowed by law shall be assessed on the balance beginning on the 91st day following discovery of the violation.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-384. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this division. If a person has violated or continues to violate the provisions of this division, the City of Fairbanks may petition for a preliminary or permanent injunction restraining the person from activities that would create further violations, or compelling the person to perform abatement or remediation of the violation.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-385. Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this division, the City of Fairbanks may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, stream cleanup, etc.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-386. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this division is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate may be taken to enjoin or otherwise compel the cessation of such nuisance.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-387. Criminal prosecution.

Any person that has violated or continues to violate this division shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to criminal penalties and/or imprisonment. The City of Fairbanks may recover all attorney's fees, court costs, and other expenses associated with enforcement of this division, including sampling and monitoring expenses.

(Ord. No. 5780, § 1, 8-15-2009)

Sec. 82-388. Remedies not exclusive.

The remedies listed in this division are not exclusive of any other remedies available under any applicable federal, state or local law, and it is within the discretion of the City of Fairbanks to seek cumulative remedies.

(Ord. No. 5780, § 1, 8-15-2009)



**ORDINANCE NO. 6039**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
CHAPTER 70-623 TO REMOVE RIGHT-OF-WAY PERMIT FEE  
AMOUNTS AND REFERENCE THE CITY FEE SCHEDULE**

**WHEREAS**, in 2008, all fees for City services/licenses were removed from the Fairbanks General Code and placed in the City Schedule of Fees and Charges for Services; and

**WHEREAS**, the right-of-way permit fees were erroneously kept in the Code at that time and are now being removed from the Code and placed in the City Schedule of Fees and Charges for Services.

**NOW, THEREFORE, BE IT ENACTED** by the City Council of the City of Fairbanks, Alaska, as follows:

**Section 1.** FGC Section 70-623, Right-of-way permit fee is amended as follows [new text in **underlined bold** font; deleted text in ~~strike through~~ font]:

Sec. 70-623. – Right-of-way permit fees.

**Right-of-way permit fee amounts are as set forth in the current City Schedule of Fees and Charges for Services.** The following ~~fee schedule~~ **permit and fee requirements** shall be applicable (plan review, inspection, and permit processing):

- (a) Major permits. A one-time fee ~~of \$500.00~~ for each permit will be charged prior to issuance of the permit, plus a lineal foot charge ~~of \$0.30~~ for each longitudinal lineal foot of permitted facility.
  - (1) Aerial facilities and horizontal boring shall be exempted from the lineal foot charge as ~~hereinabove~~ provided **above**.
- (b) Minor permits. A one time fee ~~of \$100.00~~ for each permit will be charged prior to issuance of a minor permit involving excavations within a road prism. ~~Minor permits for facilities outside the roadway prism shall require a one-time fee of \$50.00. Minor permits for utility related facilities shall be exempted from street excavation permit fees.~~ Where an individual permit is issued for multiple facilities, the permit fee shall be computed for each facility permitted under the permit. Aerial utility services and buried telephone and cable TV facilities that do not impact the road prism/ditchline are exempt. **Curb cuts, driveways, and sidewalk construction permits have reduced fees.**

~~(1) Curb cut/driveway permit exception: The fee for a curb cut shall be \$25.00.~~

~~(2) Sidewalk: The permit fee for a sidewalk constructed pursuant to section 70-191 shall be \$25.00.~~

- (c) Common trench. For the sake of computation of fees, multiple facilities installed in a common trench shall be charged a permit fee based upon a single facility. The associated fee shall be apportioned equally to the common users.
- (d) Each facility regardless of whether applied for separately or jointly shall, for the purpose of this section, shall be considered to be a separate permit.
- (e) Lineal foot determinations shall be based upon the total plant installed at a given time and location. For example, multiple conductors installed under one project in single trench or installed aerially on a single pole line shall be considered a single facility for purposes of computing lineal footage.
- (f) If connections to utility stubouts can be accomplished without excavation within the right-of-way, the permit for the service connection shall be provided without fee.

**Section 2.** That the effective date of this ordinance is the \_\_\_\_ day of January 2017.

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**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, CMC, City Clerk

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Paul J. Ewers, City Attorney

**ORDINANCE NO. 6040, AS AMENDED**

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

**WHEREAS**, the rules of procedure for Council meetings are found in FGC Sec. 2-120; in all matters of procedure not covered by that section, the most current edition of Robert's Rules of Order, Newly Revised, governs; and

**WHEREAS**, Robert's Rules of Order provides that when a motion to postpone to a certain time is passed, the item must be taken up at the next meeting of the body; and

**WHEREAS**, FGC Sec. 2-120 does not specifically address this issue, but there are times when postponement to a specific time is beneficial.

**NOW THEREFORE, BE IT ENACTED by the City Council of the City of Fairbanks, Alaska, as follows:**

**Section 1.** [NOTE: All proposed changes to FGC Section 2-119(a) were rejected per the amendment made at the Regular Meeting of January 9, 2017].

**Section 2.** FGC Section 2-120, Rules of procedure, subpart (1) is amended as follows [new text in **underlined bold** font; deleted text in ~~striketrough~~ font]:

Sec. 2-120. – Rules of procedure

\* \* \* \* \*

(1) When a question is under debate, the presiding officer shall receive any of the following motions but no other:

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

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

\* \* \* \* \*

**Section 3.** That the effective date of this ordinance is the \_\_\_ day of January 2017.

\_\_\_\_\_  
Jim Matherly, City Mayor

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, CMC, City Clerk

\_\_\_\_\_  
Paul Ewers, City Attorney

**RESOLUTION NO. 4778**

**A RESOLUTION AUTHORIZING MATCHING FUNDS AND EXECUTION OF  
THE MAINTENANCE AGREEMENT FOR THE FMATS SIGN  
REPLACEMENT STAGE III PROJECT**

**WHEREAS**, the FMATS Sign Replacement Stage III Project (“Project”) has been approved for funding by the local Metropolitan Planning Organization (“MPO”), also known as Fairbanks Metropolitan Area Transportation System (“FMATS”); and

**WHEREAS**, the Project will upgrade to current standards all remaining City of Fairbanks (“City”) regulatory, guide, warning, speed limit, parking, street name, general information, cultural interest, destination, and marker signs not replaced under Stages I and II of the Project; and

**WHEREAS**, the Project includes replacement of 4,882 signs, which are currently maintained by the City and will continue to be maintained by the City after construction; and

**WHEREAS**, the Project cost is currently estimated at \$1,939,920 with a City required match contribution of \$210,804; and

**WHEREAS**, payment of the match for the design phase of the project is only required at this time; and

**WHEREAS**, the match required for the design phase of the project is \$38,969 and was approved as a Capital Fund Expenditure in the 2017 Budget;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the Mayor is authorized to execute any and all documents required for expending funds and accepting the maintenance agreement on behalf of the City for the FMATS Sign Replacement Stage III Project.

**PASSED and APPROVED this 23rd Day of January 2017.**

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**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, CMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 4778

Abbreviated Title: MATCHING FUNDS & MAINT. AGREEMENT - FMATS SIGN REPLACEMENT STAGE III

Department(s): ENGINEERING

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes \_\_\_\_\_ No x

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ No x

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

PROJECTS:	Equipment	Contracts	Personnel	Total
FMATS SIGN REPLACEMENT STAGE III		\$210,804		\$210,804
				\$0
				\$0
				\$0
				\$0
				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$210,804</b>	<b>\$0</b>	<b>\$210,804</b>

FUNDING SOURCE:	Equipment	Contracts	Personnel	Total
CAPITAL FUND - 2017 BUDGET		\$38,969		\$38,969
UNRESERVED AND UNAPPROPRIATED CAPITAL FUNDS		\$171,835		\$171,835
				\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$210,804</b>	<b>\$0</b>	<b>\$210,804</b>

The operations and maintenance costs associated with these improvements will be performed by Public Works and incorporated in the annual general fund budget. The Public Works department currently maintains the City's signs, so there is no change. While the 2017 match was included in the Budget, additional matching funds of \$171,835 still need to be committed in the Capital Fund for 2019.

Reviewed by Finance Department: Initial cp Date 1/13/2017

**Memorandum of Agreement  
for the**

**Local Match Contribution  
for the**

**FMATS Sign Replacement Stage III**

**IRIS # TBD**

**Between**

**The State of Alaska Department of Transportation and Public Facilities  
and**

**The City of Fairbanks**

**Local Match Contribution**

The City of Fairbanks (COF) hereby agrees to provide two hundred ten thousand, eight hundred four dollars (\$210,804) to the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) to fulfill the COF share of the local match contribution required for the design and construction of the FMATS Sign Replacement Stage III project. The local contribution shall be lump sum payments made by the COF to ADOT&PF for each project phase prior to obligation of Federal funds for that phase of the project. The funding schedule is provided below.

This project is part of the FMATS Sign Replacement Stage III project currently listed in the FMATS 2015 – 2018 TIP.

The local match for this project is based on the amount of matching funds required for federal-aid highway funding for the estimated design, right of way, utility and construction cost within the City of Fairbanks totaling \$1,939,920. The local match percentage is 9.03%, for a sum of \$175,175. A 50% pre-construction contingency fee of \$13,361 and a 15% construction contingency fee of \$22,268 are added to the local match. **The total local match contribution for this project is \$210,804.**

The ADOT&PF and the COF will execute an amendment to this Memorandum of Agreement (MOA) if changes are needed to the scope, schedule and budget. The COF will be required to provide additional match funds associated with an increased budget. Upon project completion and final project closeout, if the final cost is less than the current estimated total cost, the local contribution will be recalculated and any excess local cash contribution will be refunded to the COF.

*“Keep Alaska Moving through service and infrastructure.”*

ADOT&PF hereby agrees to construct this project in accordance with the following project description and schedule:

**Project Description:**

Replace the City of Fairbanks signs to meet current design standards.

**Schedule:**

This project is scheduled for obligation of funds as follows:

Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	MATCH CONTINGENCY REQUIRED**	Match Subtotal by Phase	TOTAL MATCH CONTRIBUTED
2	17	\$106,860	\$9,649	\$4,825	\$14,474	\$14,474
2	18+	\$180,840	\$16,330	\$8,165	\$24,495	\$24,495
3	18+	\$4,110	\$371	\$186	\$557	\$557
7	18+	\$4,110	\$371	\$186	\$557	\$557
4	18+	\$1,644,000	\$148,453	\$22,268	\$170,721	\$170,721
<b>Total</b>		<b>\$1,939,920</b>	<b>\$175,175</b>	<b>\$35,629</b>	<b>\$210,804</b>	<b>\$210,804</b>
** 50% Contingency required for Phase 2-Design, Phase 3-ROW, and Phase 7-Utilities.						
** 15% Contingency required for Phase 4-Construction.						

ADOT&PF may modify this funding schedule for reasons that are beyond its control, including, but not limited to elimination or restriction of funds at the state and federal level. The COF and the ADOT&PF may amend this agreement by mutual consent.

\_\_\_\_\_  
 Ryan F. Anderson, P.E., Northern Region Director  
 Alaska Department of Transportation & Public Facilities

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Jim Matherly, Mayor  
 City of Fairbanks

\_\_\_\_\_  
 Date

*“Keep Alaska Moving through service and infrastructure.”*



**Memorandum of Agreement  
for the**

**Maintenance  
of the**

**FMATS Sign Replacement Stage III Project**

**Project # TBD**

**Between**

**The State of Alaska Department of Transportation and Public Facilities (ADOT&PF)  
and**

**The City of Fairbanks (COF)**

1. THE ADOT&PF AGREES TO THE FOLLOWING:
  - Coordinate all funding for design and construction through the Fairbanks Metropolitan Area Transportation System (FMATS) Transportation Improvement Program (TIP).
2. THE COF AGREES TO THE FOLLOWING:
  - The COF currently maintains all signs identified for replacement under this project and will continue to maintain these signs after project completion.
  - The FMATS Sign Replacement Stage III project includes the remaining regulatory, guide, warning, speed limit, parking, school, street, general information, cultural interest, destination and marker signs not included under Stages I and II of the project.
3. IT IS MUTUALLY AGREED THAT:
  - The above parties will coordinate and participate in the review of the final design plans prior to construction.
  - The above parties will coordinate and participate in the final inspection of the construction project.

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Ryan Anderson, P.E., Northern Region Director  
Alaska Department of Transportation & Public Facilities

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Date

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Jim Matherly, Mayor  
City of Fairbanks

---

Date

*“Keep Alaska Moving through service and infrastructure.”*

**RESOLUTION NO. 4779**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE US DEPARTMENT OF HOMELAND SECURITY FOR THE FFY2016 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM**

**WHEREAS**, the United States Department of Homeland Security provides funds through the SAFER Grant Program to assist fire departments in increasing the number of firefighters to meet industry minimum standards; and

**WHEREAS**, the City of Fairbanks Fire Department has requested an increase in staffing for a number of years; and

**WHEREAS**, the SAFER Grant Program will provide funding for new firefighters for a period of three years covering 75% of the funding for the first two years and 35% of the funding for the third year with no retention requirement after the third year; and

**WHEREAS**, the City of Fairbanks Fire Department wishes to increase its overall staffing by one firefighter position per shift for a total of three firefighters; and

**WHEREAS**, the City of Fairbanks wishes to request \$404,433 with a total match requirement of \$276,033;

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

**PASSED and APPROVED this 23rd Day of January 2017.**

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**Jim Matherly, City Mayor**

AYES:  
NAYS:  
ABSENT:  
APPROVED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, CMC, City Clerk

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Paul J. Ewers, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 4779

Abbreviated Title: FFY2016 SAFER GRANT PROGRAM

Department(s): FIRE DEPARTMENT

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes   X   No       

If yes, what is the estimate? see below

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

If yes, how many positions?   3  

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

**II. FINANCIAL DETAIL:**

<b>PROJECT EXPENSES:</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>	<b>Total</b>
Personnel Wages & Benefits (3 Firefighters)	\$218,613	\$218,613	\$218,613	\$655,839
Personnel Training Allowances (3 Firefighters)	\$1,500	\$1,500	\$1,500	\$4,500
Personnel Uniform Allowances (3 Firefighters)	\$1,800	\$1,800	\$1,800	\$5,400
Personnel Equipment (3 Firefighters)	\$13,227	\$0	\$0	\$13,227
Personnel Medical Evaluation (3 Firefighters)	\$1,500	\$0	\$0	\$1,500
				\$0
<b>TOTAL</b>	<b>\$236,640</b>	<b>\$221,913</b>	<b>\$221,913</b>	<b>\$680,466</b>

<b>FUNDING SOURCE:</b>	<b>FY2017</b>	<b>FY2018</b>	<b>FY2019</b>	<b>Total</b>
United States Department of Homeland Security	\$163,959	\$163,959	\$76,515	\$404,433
City of Fairbanks	\$72,681	\$57,954	\$145,398	\$276,033
				\$0
<b>TOTAL</b>	<b>\$236,640</b>	<b>\$221,913</b>	<b>\$221,913</b>	<b>\$680,466</b>

Please see attached supporting documents. The City will have to maintain the current staffing levels at the Fire Department during the granting period. The City is not obligated to maintain the positions beyond the three year grant period. The wages and costs were calculated at the current rate with no increases for subsequent years.

Reviewed by Finance Department: Initial   cp   Date   1/13/2017

**SAFER GRANT**  
**Wages Benefits Costs**  
 (starting January 1)

**One Firefighter Position**

	<b>WAGE/BENEFIT COST</b>	<b>REIMBURSEMENT</b>	<b>CITY COST</b>	<b>Non-Reimbursible</b>	<b>Total Cost to City</b>
2017	72,871.00	54,653.00	18,218.00	6,009.00	24,227.00
2018	72,871.00	54,653.00	18,218.00	1,100.00	19,318.00
2019	72,871.00	25,505.00	47,366.00	1,100.00	48,466.00
	<u>\$ 218,613.00</u>	<u>\$ 134,811.00</u>	<u>\$ 83,802.00</u>	<u>\$ 8,209.00</u>	<u>\$ 92,011.00</u>

**Three Firefighter Positions**

	<b>WAGE/BENEFIT COST</b>	<b>REIMBURSEMENT</b>	<b>CITY COST</b>	<b>Non-Reimbursible</b>	<b>Total Cost to City</b>
2017	218,613.00	163,959.00	54,654.00	18,027.00	72,681.00
2018	218,613.00	163,959.00	54,654.00	3,300.00	57,954.00
2019	218,613.00	76,515.00	142,098.00	3,300.00	145,398.00
	<u>\$ 655,839.00</u>	<u>\$ 404,433.00</u>	<u>\$ 251,406.00</u>	<u>\$ 24,627.00</u>	<u>\$ 276,033.00</u>

	<b>Salary</b>	<b>Benefits</b>	<b>Not Reimbursible</b>	<b>Total Cost of Firefighter I</b>
2017	46,233.96	26,637.04	6,009.00	78,880.00
2018	46,233.96	26,637.04	1,100.00	73,971.00
2019	46,233.96	26,637.04	1,100.00	73,971.00

Budget Year  
 Position  
 Person  
 Date of Hire  
 Anniversary Date

2017  
 FIREFIGHTER 1

	Percentage	Hours	Rate	Wage Total	Benefit Total	Total Wage & Benefit
Recruit Fire Marshall		-	-	-	-	-
Base Pay I		2,088	22.14	46,233.96	-	46,233.96
Base Pay II		-	-	-	-	-
Base Pay III		-	-	-	-	-
Position Pay (2nd CPI)		-	-	-	-	-
Paramedic Pay		-	-	-	-	-
SCBA Pay		-	-	-	-	-
Data Specialist		-	-	-	-	-
EMT III Pay		-	-	-	-	-
Acting Time		-	-	-	-	-
Holiday FLSA Overtime Pay		-	-	-	-	-
Holiday/Birthday Pay		-	-	-	-	-
Sick Leave		-	-	-	-	-
Annual Leave		180	22.14	-	3,542.83	3,542.83
Health Savings Plan				-	1,200.00	1,200.00
Worker Compensation (.54%)	0.54%			-	249.68	249.68
Pers (22%)	22.00%			-	10,171.47	10,171.47
Health Insurance				-	12,480.00	12,480.00
OSHA Physicals				-	1,776.00	1,776.00
Life Insurance				-	90.00	90.00
FICA Medicare (1.45%)	1.45%			-	670.39	670.39
<b>Total</b>				<b>46,233.96</b>	<b>30,180.36</b>	<b>76,414.31</b>

**Budgeting:**

501 Salary	501 Longevity Pay	FLSA 502 Overtime	503 Holiday	597 Leave	Section 125 Plan	511 Employee Benefits	Total
46,233.96	-	-	-	-	1,200.00	25,437.52	72,671.48

**SAFER GRANT**  
**Non-Wage Costs**

	<b>EACH</b>	<b>x 3 FF</b>
<b>2017</b>		
<b>New Hire Uniforms/Equipment/Allowances</b>		
Account 5200 - Medical Evaluation	500	1,500
Account 5321 - Uniforms - Fire Division	4,409	13,227
Account 5302 - Training Allowance - Fire Division	500	1,500
Account 5321 - Uniform Allowance - Fire Division	600	1,800
	<u>6,009</u>	<u>18,027</u>
<b>2018</b>		
Account 5302 - Training Allowance - Fire Division	500	1,500
Account 5321 - Uniform Allowance - Fire Division	600	1,800
	<u>1,100</u>	<u>3,300</u>
<b>2019</b>		
Account 5302 - Training Allowance - Fire Division	500	1,500
Account 5321 - Uniform Allowance - Fire Division	600	1,800
	<u>1,100</u>	<u>3,300</u>
<b>Totals</b>	<b>8,209</b>	<b>24,627</b>

# MEMORANDUM OF AGREEMENT

between

ALASKA MENTAL HEALTH TRUST AUTHORITY

and

THE CITY OF FAIRBANKS

Concerning

THE ASSIGNMENT OF A HOUSING AND HOMELESS SERVICES  
COORDINATOR WITHIN THE OFFICE OF THE MAYOR AT THE CITY  
OF FAIRBANKS

## I. PURPOSE

This Memorandum of Agreement (MOA) establishes and delineates the cooperative effort between the parties to work with community partners to eliminate homelessness in Fairbanks. This effort includes the grant funding from the Alaska Mental Health Trust Authority (Trust) to the City of Fairbanks (City).

## II. BACKGROUND

The number of homeless individuals in Fairbanks, according to the Housing and Urban Development *Point in Time* count, is 264, up from 179 in 2014. This is a moderate increase in numbers; however these numbers may not capture the full extent of the problem. The impact of the homeless population on the City has been increasing over the past several years.

The homeless *Point in Time* count includes all of the people we can locate on the count day who are homeless in the community, from those who have become temporarily homeless due to economic problems such as a loss of a job to those who are chronically homeless families with children, transition aged youth and veterans. Numerous studies from national, state, and local experts have concluded that to end homelessness, people need access to safe, secure, and affordable housing with quality supportive services. In Fairbanks we have access to many of the components of this success formula, but a coordinated effort is missing.

Fairbanks also has a shortage of affordable housing. According to the National Low Income Housing Coalition, Fairbanks residents would need to make \$23.00

per hour to afford a two bedroom rental unit. Many of the homeless individuals and families have disabilities or are out of work and cannot pay rent while covering other costs of food, clothing, and necessities for their children,

For the City, ending homelessness creates many social and economic benefits. Studies have shown that the top 20% of safety net system users consume approximately 65% of the resources available for this population. In particular, housing the chronically homeless who consume the largest percentage of emergency services should save the City funding and improve public safety. Meeting the goal of ending chronic homelessness takes a high level of coordination to ensure public and private funds are coordinated and complementary. Additionally, this same coordination will assist the City in preventing people from falling into chronic homelessness by implementing the structures and supports to address the needs of homeless families, veterans, and young adults before they have reached the point of multiple episodes of homelessness. By moving the system to a more proactive position, we can effectively end chronic homelessness and move the general homeless population back into the community.

The Fairbanks Housing and Homeless Coalition (FHHC) consists of local non-profits, government agencies, and individuals that share the goal of addressing the housing needs of individuals and families in the Fairbanks community. In 2017, the FHHC is adopting a coordinated entry model that focuses on data sharing among service providers that will help identify individual needs and address them accordingly.

Based on the model successfully established by the Municipality of Anchorage to increase community capacity for homeless service and housing provision, Fairbanks will use a Vista Volunteer whose VISTA assignment is to build and formalize the capacity of the coalition. The goal of the VISTA project is to break the cycle of poverty by helping the community come together to identify housing needs and offer appropriate services to those experiencing homelessness or at risk of homelessness.

### **III. RESPONSIBILITIES**

#### **A. City of Fairbanks**

- (1) The City agrees to create a homeless services coordinator position within the Office of the Mayor. This position is 100% grant funded, for salary and benefits. The employee offer letter will state that the position is eliminated if the grant funding ends.



- (2) This position will primarily be managed by the Chief of Staff for the Mayor, in close partnership with the Director of the Department of Health and Human Services and the Director of the Office of Economic and Community Development.
- (3) The City will provide office space, equipment, janitorial services, and staff support for the position. Staff support does not include secretarial type work.
- (4) The Trust and the City shall each fulfill their legal responsibilities toward the person filling the coordinator position, under all applicable federal, state and local employment-related laws, including, but not limited to, worker's compensation, and unemployment insurance.

#### B. Alaska Mental Health Trust Authority

- (1) The Trust agrees to cover 100% of the salary and benefits for the coordinator position.
- (2) The Trust agrees to cover any necessary travel by the coordinator if agreed to by the Trust and the City.

### **IV. COORDINATOR ROLE**

The Coordinator will:

- A. Assist the Mayor and Director of the Department of Health and Social Services with resource development and allocation strategies to develop permanent supported housing in the City.
- B. Examine funding spent within the City by public and private entities and make recommendations for improved coordination of services and housing.
- C. Examine the funding spent within the City by public and private entities for housing development resources and make recommendations for access to affordable housing for people who are homeless or may be prevented from becoming homeless.
- D. Address the need for coordination of homeless family services and resource available for stabilization of these families.
- E. Address the need for a downtown Fairbanks plan to coordinate emergency

**MOA – Homeless Services Coordinator**

Page 3 of 5

services in the area to eliminate the overflow of people accessing these services and negatively impacting adjacent neighborhoods.

- F. Assist with housing and community project development underwriting for projects that will serve homeless populations and those seeking supportive services to return to the community and housing stability.
- G. Work with the community leaders to develop a landlord, business, and social organization network to identify solutions to homelessness and to establish a coalition of landlords and business/community leaders willing to assist in solving chronic homelessness and housing Trust beneficiaries and families.
- H. Supervise the VISTA volunteer to coordinate efforts with the Fairbanks Housing and Homeless Coalition.

## **V. TERMS OF THE AGREEMENT**

- A. This MOA shall become effective on the date the last signatory signs this document, and remains effective through state fiscal year 2018 (June 30, 2018).
- B. This MOA will be effective for an initial period of 18 months and may be extended after that with agreement by both parties.
- C. This MOA may be modified, revised, or appended at any time by written agreement of both parties.
- D. This MOA may be terminated unilaterally upon 60 days advance written notice by either party to the other party.
- E. Any research, reports, studies, data or other documents or materials prepared in the performance of this position under this AGREEMENT shall be the shared property of the Trust and the City.

For The City of Fairbanks

\_\_\_\_\_  
James Matherly  
Mayor

Date: \_\_\_\_\_

City of Fairbanks

For the Alaska Mental Health Trust Authority

\_\_\_\_\_  
Greg Jones  
Interim CEO  
Alaska Mental Health Trust Authority

Date:\_\_\_\_\_



**CLAY STREET CEMETERY COMMISSION  
 REGULAR MEETING MINUTES, DECEMBER 7, 2016  
 FAIRBANKS CITY COUNCIL CHAMBERS  
 800 CUSHMAN STREET, FAIRBANKS, ALASKA**



The **Clay Street Cemetery Commission** convened at 5:00 p.m. on the above date to conduct a Regular Meeting at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with Interim Chair Karen Erickson presiding and with the following members in attendance:

Members Present:                    Aldean Kilbourn, Seat C  
    Frank Turney, Seat D  
    Julie Jones, Seat E  
    George Dalton, Seat A  
    Michael Gibson, Seat B

Absent:                                    Dave Erickson, Seat G

Also Present:                            Emily Braniff, Deputy City Clerk  
    Jeff Jacobson, Public Works Director

**APPROVAL OF PREVIOUS MINUTES**

a)     Regular Meeting Minutes of October 5, 2016.

**Ms. Kilbourn**, seconded by **Ms. Jones**, moved to APPROVE the Regular Meeting Minutes of October 5, 2016.

**Interim Chair Erickson** called for objection and, hearing none, so ORDERED.

b)     Special Meeting Minutes of October 25, 2016.

**Mr. Gibson**, seconded by **Ms. Kilbourn**, moved to APPROVE the Special Meeting Minutes of October 25, 2016.

**Interim Chair Erickson** called for objection and, hearing none, so ORDERED.

**APPROVAL OF AGENDA**

**Ms. Jones**, seconded by **Ms. Kilbourn**, moved to APPROVE the Agenda as presented.

**Interim Chair Erickson** called for objection and, hearing none, so ORDERED.

**CITIZEN'S COMMENTS**

**Interim Chair Erickson** called for Public Testimony and, hearing none, declared Public Testimony closed.

## COMMUNICATIONS TO COMMISSION

**Ms. Kilbourn** spoke of her desire to find a way to mark unknown graves. **Ms. Kilbourn** stated she had been working with Bill Beistline but has been unsuccessful in finding Charlie Mack's burial site. **Ms. Kilbourn** stated she had heard there was an obituary in a Dawson City newspaper but that she could not locate it. **Mr. Gibson** stated he has some friends at the Historical Society in Dawson City that may be able to help provide additional information. **Ms. Kilbourn** stated that based on her communications with Mr. Biestline that an obituary for Mr. Mack was posted in a Seattle, Washington paper in late January 1936. **Ms. Erickson** stated that she would try to find in on the University of Washington archival newspaper database.

## UNFINISHED BUSINESS

- a) Bill Beistline Request

**Ms. Kilbourn** spoke to Mr. Beistline's request for marker placement, and no action was taken.

## NEW BUSINESS

- a) December 14, 2016 – Bed Tax Presentation

**Ms. Jones** stated that she did not think it would be proper for her to do the Clay Street Cemetery Commission Bed Tax presentation because she has to give the Festival Fairbanks presentation. **Ms. Jones** explained Festival Fairbanks presents directly before Clay Street and sitting in and asking for two pots of money did not make her feel comfortable. **Ms. Jones** spoke to the amount that she has requested in the 2016 Bed Tax Request.

**Ms. Kilbourn**, seconded by **Mr. Gibson**, moved to have Ms. Kilbourn write a script to be read at the Bed Tax Presentation.

**Interim Chair Erickson** called for objection, and hearing none, so ORDERED.

## OPEN AGENDA

Election of Chair and Vice Chair

**Ms. Erickson** seconded by **Mr. Dalton**, moved to elect Ms. Kilbourn as Chair of the Clay Street Cemetery Commission.

**Interim Chair Erickson** called for objection, and hearing none so ORDERED.

**Ms. Jones**, seconded by **Ms. Erickson**, moved to elect Mr. Gibson as Vice Chair of the Clay Street Cemetery.

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

## NEXT MEETING DATE

The next Regular Meeting of the Clay Street Cemetery Commission is scheduled for January 4, 2017.

**ADJOURNMENT**

**Mr. Gibson**, 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 6:15 P.M.



Aldean Kilbourn, Chair



Emily Braniff, Deputy Clerk

Transcribed by: EB



FAIRBANKS DIVERSITY COUNCIL  
REGULAR MEETING MINUTES  
DECEMBER 13, 2016 – 5:30 PM  
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:

Ana Maria Richards, Seat A	Rita Davis, Seat L
Shirley Lee, Seat B	Jeff Walters, Seat M
Montean Jackson, Seat C	Amber Taylor, Seat N
Travis Cole, Seat E (arrived at 5:33)	Kelvin Lee, Seat O
Rosalind Kan, Seat H (arrived at 5:39)	Angela Foster-Snow, HR Director
Douglas Toelle, Seat J	June Rogers, City Council Member
Jo Ann Borges, Seat K	

Members Absent:

Vacancy, Seat D	Vacancy, Seat G
Trina Bailey, Seat F	Marna Sanford, Seat I

Also Present:

D. Danyielle Snider, City Clerk	Jerry Norum, City Council Member
Jeff Jacobson, Public Works Director	Dave Elzey, Fairbanks Police Officer
Mike Meeks, Chief of Staff	

### **CALL TO ORDER & READING OF THE FDC MISSION STATEMENT**

Chair Matherly welcomed everyone and read aloud the FDC mission statement. Members welcomed Mayor Matherly with a round of applause.

### **APPROVAL OF AGENDA**

Ms. Lee, seconded by Ms. Rogers, moved to APPROVE the Agenda.

Chair Matherly called for objection to APPROVING the Agenda and, hearing none, so ORDERED.

### **CITIZENS COMMENTS (Limited to 3 Minutes)**

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney addressed the Manual of Directives for Fairbanks Police Department (FPD) and questioned whether proper protocol was followed in the shooting of the Native man on South Cushman a few months prior. He wished everyone a Merry Christmas.

Michael Verrier, American Red Cross Disaster Program Manager – Mr. Verrier stated that he was invited to attend by Ms. Borges. He stated that the Red Cross is looking for ways to reach out to the diverse community. He stated that the Red Cross does not collect ethnicity or nationality information from those they serve and that he believes they provide services on an impartial basis. He stated that he brought a volunteer sign-up sheet and a free smoke detector installation sign-up sheet if anyone is interested. He mentioned that sign-up is available online.

Ms. Lee encouraged Mr. Verrier to contact the Tanana Chiefs Conference administration for help with outreach.

Hearing no more requests for testimony, **Chair Matherly** declared Citizen's Comments closed.

### **APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of October 11, 2016

**Mr. Toelle**, seconded by **Mr. Cole**, moved to APPROVE the Regular Meeting Minutes of October 11, 2016.

**Chair Matherly** called for objection to APPROVING the Minutes and, hearing none, so ORDERED.

### **UNFINISHED BUSINESS**

a) Diversity Action Plan (revised)

**Ms. Richards** and **Mr. Walters** reported that they presented the DAP to the City Council in November, and the City Council requested that the Plan be distributed to City Department Heads for input prior to final adoption. They shared that the City Council would consider adoption of the final Plan in January.

**Mr. Jeff Jacobson** reported that he distributed the Plan to all City Department Heads and those suggested changes are included in the revised version.

**Mr. Toelle**, seconded by **Ms. Lee**, moved to APPROVE the Revised Diversity Action Plan.

**Ms. Rogers**, seconded by **Ms. Lee**, moved to AMEND the Plan by adding "(public safety and supervisory)" after the word "key" in Goal 1, Task 4.

**Chair Matherly** called for objection to AMENDING the Plan and, hearing none, so ORDERED.

**Ms. Lee**, seconded by **Ms. Rogers**, moved to AMEND the Goal 1, Task 5 of the Plan by adding "employment plan and a" between the words "diversity" and "training" and by changing the word "and" to "for" after the word curriculum."

**Chair Matherly** called for objection to AMENDING the Plan and, hearing none, so ORDERED.

**Ms. Borges** pointed out that page 7 addressing FDC Committees needed to be updated.

Clerk Snider stated that since the makeup of the various committees is ever changing, she could update page 7 on an as-needed basis if there was no objection from the FDC. No members objected.



A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE REVISED DIVERSITY ACTION PLAN, AS AMENDED, AS FOLLOWS:

YEAS: Kan, Cole, Taylor, Toelle, K. Lee, Borges, Davis, Jackson, S. Lee, Walters, Richards  
NAYS: None  
ABSENT: Sanford, Bailey  
**Chair Matherly** declared the MOTION CARRIED.

**NEW BUSINESS**

a) Regular Reports to the City Council

Members discussed various ideas for regularly reporting activities of the FDC to the City Council and Borough Assembly. They reached a consensus that the FDC should report to the City Council on a semi-annual basis by way of a City Council Work Session. **Chair Matherly** stated that he and the City Clerk would develop a schedule for the sessions, possibly starting in February of 2017.

b) 2016 FDC Expenditures

**Chair Matherly** stated that the request for an expenditures report came to him unexpectedly and that he has been unable to find anything in writing that allocated a certain dollar amount to the Diversity Council in 2016. He stated that it appears that the FDC has spent about \$500 in 2016. **Chair Matherly** stated that the Mayor's 2016 Community Promotions account originally contained \$7,000 for various events such as the Alaska Federation of Natives (AFN) convention, military events, Diversity Council events, and other public events. He reported that there was no specific line item allocated to the Diversity Council and that there is less than \$50 remaining in that account for budget year 2016.

Members discussed their recollection of the dollar amount that was cited by the former administration. There was much debate regarding the 2016 funds and the process by which funds should be spent in 2017. **Chair Matherly** stated that he is not comfortable in quoting a specific spending allowance for the Diversity Council for 2017, but that he would approve future expenditures on case-by-case basis.

**CITIZENS COMMENTS CONTINUED** (Limited to 3 Minutes)

Dave Elzey, FPD Officer – Ofc. Elzey stated that he is attending the meeting on newly-appointed Chief Jewkes' behalf. He stated that the Chief is currently out of town but that he plans attend the next FDC meeting. Ofc. Elzey stated that there has been a great deal of change in recent months at FPD, but that the Community Policing program is still alive and well. He stated that there will likely be some changes to the program under the new Chief in 2017. He spoke briefly to the low staffing levels at FPD.

**Ms. Rogers** asked if there is a policy at FPD that addresses covering a deceased person's body.

Ofc. Elzey replied that there is not a policy that specifically addresses that issue. He stated that protocol at a crime scene or possible crime scene is more complicated than people think due to the need to maintain the integrity of the evidence/scene.

Members asked Ofc. Elzey questions regarding the Community Policing program. Ofc. Elzey stated that changes will likely be made to the program as soon as January 2017. He stated that there are currently five Community Policing Officers, but that only two are actively participating due to low FPD staffing levels. He stated that there continue to be discussions on how to reallocate resources and do more with less.

Members briefly discussed the Adopt-A-Cop program with Ofc. Elzey.

Jerry Norum, 949 McGown Street, Fairbanks – Mr. Norum stated that he is a City Council Member and that this is the second time he has attended an FDC meeting. He expressed his excitement for the FDC and stated that the commitment of a new administration and a new year brings hope. He stated that he is impressed with the accomplishments of the FDC since its inception. He spoke to staffing challenges at FPD.

Marilyn Russell, 221 Well Street, Fairbanks – Ms. Russell stated that she cares a great deal about diversity and acculturation. She stated that the Millennial generation is all about making change and that she is interested in the *doing* part of diversity. She questioned whether the FDC has come up with videos or diversity training curriculum. She spoke to her attendance at The HUB events.

**Ms. Richards** stated that The HUB is a place for community gathering and provides an opportunity for connecting with others in the Community.

Hearing no more requests for testimony, **Chair Matherly** declared Citizen's Comments closed.

Ms. Rogers left the meeting at 7:00 p.m.

### **FDC COMMITTEE REPORTS**

a) HR Vacancy and Hiring Status Report

**Ms. Foster-Snow** gave a report of current vacancies and recruitment/hiring efforts City-wide.

**Ms. Lee** requested that diversity statistics of applicants be included in the regular HR report.

**Ms. Jackson** requested that Ms. Foster-Snow report what type of training officers receive at the academy in Sitka, Alaska.

b) Update on Conversations with Mr. Anderson Regarding Offensive Video

**Mr. Walters** gave a report on how the issue was brought up and described the contents of the video. He stated that he had positive conversations with Mr. Anderson and explained that the concern was that the video could be offensive to Native Alaskans. He reported that Mr. Anderson did not intend to offend anyone by posting the video. **Mr. Walters** said that he would be willing to meet with Ms. Richards, Mr. Cole and Mr. Anderson. He stated that Mr. Anderson

offered to help spread the word about the FDC. He reported that Mr. Anderson invited him to speak on *Problem Corner* about the FDC, but that he did not feel that it was proper for him to speak on the FDC's behalf without prior authorization. Mr. Walters stated that Grizzly Productions originally produced the video in 2011, and indicated that it may be a good idea for the FDC to reach out to the company.

**Ms. Richards** stated that the goal in addressing the issue is to create awareness. She stated that media has a great deal of power.

Members discussed the negative impact that posting the video may have caused and the terrible comments that followed on social media.

Ms. Richards, Mr. Cole and Mr. Walters agreed to meet with Mr. Anderson for a conversation.

c) Education & Outreach / Media & Communications Committee Report

The report was accepted by the FDC, but was not discussed.

**FDC MEMBERS COMMENTS**

**Ms. Taylor** stated that she is looking forward to community changes and what the future holds. She stated that diversity education starts at home and should start with the youth.

**Ms. Borges** stated that the meeting went well and spoke to the comments from community members. She stated that the hardest thing to do is always the right thing.

**Mr. Lee** congratulated Mayor Matherly and stated that it is nice to be a part of the FDC.

**Ms. Richards** thanked members of the public for their comments and stated that she is pleased to be a part of the FDC. She stated that people are not going to agree all the time, but that is the beauty of diversity. She thanked Mayor Matherly for continuing with the FDC.

**Ms. Lee** welcomed Mayor Matherly to the group and stated that she looks forward to working with him. She stated that she enjoyed the meeting. She shared that Sunday, December 18 marks the one-year anniversary of the release of the Fairbanks Four and announced that there will be a Thanksgiving Celebration at St. Matthew's Church at 12:30 p.m. on that date.

**Mr. Walters** welcomed Mayor Matherly. He stated that he was unaware that The HUB existed until Ms. Russell spoke of it. He indicated that he would like to see one of the FDC vacancies filled with someone from a younger generation. In regard to the DAP, he stated that the FDC should have future discussions about how to manage the outlined tasks.

**Ms. Davis** welcomed Mayor Matherly and wished everyone a Merry Christmas. She stated that at the next meeting, she would like the FDC to revisit the issue of member absences.

**Ms. Jackson** welcomed Mayor Matherly. She stated that it is a wonderful opportunity to be a part of the FDC and to get to meet everyone. She commented that diversity involves more than ethnicity; she gave examples of other types of diversity factors such as age and military service.

**Ms. Kan** welcomed Mayor Matherly and stated that it was a good meeting. She expressed appreciation that the FDC hosted a table at the International Friendship Day event held in October.

**Mr. Toelle** stated that Mayor Matherly's father gave him his first business loan years ago. He stated that he fell recently and just got his stitches removed. He stated that while he cannot relate to the feelings of those who belong to a group that has been historically oppressed, he has his own diversity in that he is disabled. He stated that some terms that were commonly used 10 years ago are no longer acceptable to use today. He indicated that part of the FDC's job is to educate and create awareness.

**Mr. Cole** welcomed Mayor Matherly. He stated that his is half White/Irish and half Athabaskan, and that he has felt racism from both sides in the village and in Fairbanks. He stated that he tries to find ways to bridge gaps. He stated that he grew up on the wrong side of the law, but that he now wants to help recruit police officers. He expressed hope that he will have the opportunity to sit down and talk with Mr. Anderson.

**Chair Matherly** thanked FDC members for the welcome. He stated that there were some rumors that he intended to disband the FDC if he was elected, but that the rumors were untrue. He stated that he would like to learn and bring his perspective to the group. He briefly spoke to his family history, and stated that his Serbian/Yugoslavian grandmother came to Fairbanks 80 years ago and that she is still alive and in the area. He expressed appreciation for the FDC.

#### MEETING DATES

- a) The next Regular Meeting of the FDC is scheduled for January 10, 2017.

#### ADJOURNMENT

**Ms. Jackson**, seconded by **Mr. Toelle**, moved to ADJOURN the meeting.

Hearing no objection, **Chair Matherly** declared the meeting  
ADJOURNED at 8:06 p.m.

  
\_\_\_\_\_  
Mayor Jim Matherly, Chair

  
\_\_\_\_\_  
D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS