



FAIRBANKS CITY COUNCIL
AGENDA NO. 2013-02
REGULAR MEETING January 21, 2013
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA

PRELIMINARY MEETING

- I 6:15 P.M. Introduction to Fairbanks Metropolitan Area Transportation System
-

REGULAR MEETING

- II 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 (5) 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 phone, electronic and messaging 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

7. SPECIAL ORDERS

- a) The Fairbanks City Council, Sitting as a Committee of the Whole, will hear interested citizens concerned with the below-referenced Liquor License Application for renewal. Public Testimony will be taken and limited to five (5) minutes.

Lic #	Establishment Name	License Type	Premise Location	Owner Name
725	Midnite Mine	Beverage Dispensary	308 Wendell Ave	Borealis Investments, Inc.
3020	American Legion Post #57	Club	1634 Cushman St	American Legion Post #57
4507	Miguel' s Restaurant	Beverage Dispensary	1235 Airport Way Ste #1	Miguel's LLC

8. MAYOR'S COMMENTS AND REPORT

9. UNFINISHED BUSINESS

- a) Ordinance No. 5912 – An Ordinance to Amend the Date of the 2013 City of Fairbanks General Election. Introduced by Mayor Cleworth.
- b) Ordinance No. 5913 – An Ordinance to Amend Fairbanks General Code Section 74-117 Regarding Definitions in Hotel/Motel Sales Tax Ordinance. Introduced by Mayor Cleworth.
- c) Ordinance No. 5914 – An Ordinance to Amend Fairbanks General Code Section 86-52 Proof of Insurance to Increase Mandatory Minimum Insurance Coverage for Commercial Passenger Transport Vehicles. Introduced by Mayor Cleworth.

10. NEW BUSINESS

- *a) Resolution No. 4558 – A Resolution Regarding Citizen Review Committees and the Timeline for Engaging Such Committees. Introduced by Mayor Cleworth.
- *b) Ordinance No. 5915 – An Ordinance Approving the Payment in Lieu of Taxes Agreement Between the City of Fairbanks and Rest Easy LLC and Granting a Property Tax Exemption for Certain Property Interests. Introduced by Mayor Cleworth.

11. DISCUSSION ITEMS (INFORMATION AND REPORT)

Committee Reports

12. COMMUNICATIONS TO COUNCIL

- *a) Public Safety Commission Meeting Minutes of October 9, 2012
- *b) Public Safety Commission Meeting Minutes of November 13, 2012
- *c) Public Safety Commission Meeting Minutes of December 11, 2012

13. COUNCIL MEMBERS' COMMENTS

14. CITY ATTORNEY'S REPORT

15. CITY CLERK'S REPORT

16. ADJOURNMENT



City of Fairbanks

Office of the City Clerk

800 Cushman Street

Fairbanks, AK 99701

(907)459-6715

Fax (907)459-6710

MEMORANDUM

TO: Mayor Jerry Cleworth
City Council Members

FROM: Janey Hovenden, CMC, City Clerk

SUBJECT: Renewal of Liquor Licenses

DATE: January 17, 2013

Attached you will find the notification of a liquor license renewals from the State ABC Board for the following liquor license.

Lic #	Establishment Name	License Type	Premise Location	Owner Name
725	Midnite Mine	Beverage Dispensary	308 Wendell Ave	Borealls Investments, Inc.
3020	American Legion Post #57	Club	1634 Cushman St	American Legion Post #57
4507	Miguel' s Restaurant	Beverage Dispensary	1235 Airport Way Ste #1	Miguel's LLC

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

Please note that there are no departmental protests.

Please contact me if you need any further information.



December 21, 2012

Renewal Application Notice

City of Fairbanks
Attn: Janey Hovenden
VIA EMAIL: jjhovenden@ci.fairbanks.ak.us

DBA	Lic Type	Lic #	Owner	Service Location
Midnite Mine	Beverage Dispensary	725	Borealis Investments Inc	308 Wendell Ave
American Legion Post #57	Club	3020	American Legion Post #57	1634 Cushman St
Miguel's Restaurant	Beverage Dispensary	4507	Miguel's LLC	1235 Airport Way Ste #1

We have received a renewal application for the above listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board and the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed

premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ
Director

/s/Christine C. Lambert
Christine C. Lambert
Licensing & Records Supervisor
Christine.lambert@alaska.gov

cc: Peggy Phillips, Fairbanks North Star Borough Clerk's Office

Introduced by: Mayor Cleworth
Date: January 7, 2013

ORDINANCE NO. 5912

**AN ORDINANCE TO AMEND THE DATE OF THE 2013
CITY OF FAIRBANKS GENERAL ELECTION**

WHEREAS, Charter Section 11.1 states that the regular city election shall be held annually on the first Tuesday after the first Monday in October, or on such other date as may be fixed by ordinance; and

WHEREAS, the current date for the regular 2013 City election does not coincide with the 2013 regular election being held by the Fairbanks North Star Borough and the City of North Pole, and

WHEREAS, FGC Section 22-6(a) allows the City Council to set its election for the same day as the regular municipal election of the Fairbanks North Star Borough; and

WHEREAS, holding the City's regular election on the same date that the Fairbanks North Star Borough and the City of North Pole hold their regular election would be more convenient for local voters, would likely increase voter turnout, and would save the City time and money.

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

Section 1. That the 2013 regular municipal election be held on the same date as the Fairbanks North Star Borough's regular municipal election on October 1, 2013.

Section 2. That the effective date of this Ordinance shall be the ___ day of January 2013.

JERRY CLEWORTH, MAYOR

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5913

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE SECTION
74-117 REGARDING DEFINITIONS IN HOTEL/MOTEL SALES TAX
ORDINANCE**

WHEREAS, the current hotel/motel room tax is an area-wide tax collected by the Fairbanks North Star Borough. The Borough tax is not levied upon hotel/motel rooms that are taxed by the City of North Pole or by the City of Fairbanks; and

WHEREAS, the Fairbanks General Code and the Fairbanks North Star Borough Code currently contain different definitions of certain terms; and

WHEREAS, the differences in these definitions has led to different application of the hotel/motel tax as between the City and the Borough; and

WHEREAS, the City's goal is the uniform application of the hotel/motel tax whether in the City or in the Borough,

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

Section 1. That Fairbanks General Code Section 74-116 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strike through~~ font]:

Sec. 74-116. 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:

Guest or renter means an individual, firm, partnership, joint venture, club, fraternal organization, association, corporation, estate, trust, receiver, or any other entity or group who **pays rent for a room for a term of less than 30 consecutive days**for a consideration uses, possesses or has the right to the use or possession of any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

Hotel/motel means ~~any building, trailer or other facility in which the public may, for consideration, obtain lodging, dwelling, or sleeping accommodations which are used for the accommodation of such guests whether such rooms are in one or several structures. The term shall include hotels, apartment hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming houses, hostels, trailer houses, trailer motels, dormitory space, bed and breakfasts where bed space is rented to individuals or groups, apartments not occupied by permanent residents and all other facilities where rooms or sleeping facilities or space are furnished for a consideration. The term shall not include~~

~~hospitals, sanitariums or nursing homes, self contained and powered motor home, tent or tent space.~~

~~Occupancy means the use or possession, or the right to the use or possession, of any room in a hotel.~~

~~Operator means any person **who furnishes, offers for rent, or otherwise makes available a room, whether acting directly or through an agent or employee** operating a hotel in this city, including but not limited to the owner, proprietor, lessee, sub-lessee, mortgagee in possession, licensee or any other person otherwise operating such hotel.~~

~~Permanent resident means a natural person who has or shall have the right of occupancy of any room **or rooms** in the same hotel for at least 30 consecutive days.~~

~~Rent means the consideration, whether received in money or otherwise, charged for occupancy of a room and any equipment, like but not limited to, rollaway beds and cribs including all receipts, cash, credits, and property or services of any kind or nature.~~

~~Room means **any structure or portion of a structure, permanent or temporary, fixed or mobile, in which a person, for money or other consideration, may obtain lodging, dwelling, or sleeping accommodations. This term includes hotels, apartment hotels, motels, tourist homes, houses or courts, lodging houses, inns, rooming-houses, hostels, trailers, bed and breakfasts, dormitories, and any other facility, structure, or room of whatever name where space for lodging, dwelling, or sleeping may be secured for consideration. "Room" does not include any hospital, self-contained and powered motor home, tent or tent space, medical clinic, sanitarium, or nursing home; any student dormitory operated by the University of Alaska; or any temporary lodging within a military reservation when that lodging is operated by the United States** any room of any kind in any part or portion of a hotel which is available for or let out for the use or possessed for the purpose of lodging or sleeping.~~

~~Tax means the room tax as levied under this article.~~

Section 2. That Fairbanks General Code Section 74-117(a) is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 74-117. Hotel/motel tax purpose and limitation.

(a) The tax on the daily rental of ~~hotel and motel~~ rooms levied by this article is for the primary purpose of funding services for the promotion of the tourist industry and other economic development, and for the funding of services for the general public.

Section 3. That Fairbanks General Code Section 74-118 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 74-118. Tax levy and collection.

(a) There is levied and imposed upon the use and privilege of renting a ~~hotel or motel~~ room within the city a tax on the daily rate charged for each such ~~hotel or motel~~ room rented for each 24-hour period or any portion of such period. The tax shall be equal to eight percent of each daily rate. **This tax is imposed upon all room rentals unless the rental is specifically exempted herein or by other applicable law.** ~~however, T~~he tax shall not be levied and imposed upon a permanent resident of a ~~hotel or motel~~ room.

(b) The ultimate incident of and liability for payment of the tax shall be borne by the person who seeks the privilege of occupying such ~~hotel or motel~~ room, and such person shall be referred to as a **guest or** renter.

(c) The tax levied in this section shall be paid in addition to any and all other taxes and charges. It shall be the duty of the ~~owner, manager or~~ **operator providing rentals taxable under this article** of every ~~hotel or motel~~ to act as trustee for and on account of the city and to secure the tax from the renter of the ~~hotel or motel~~ room and pay over the tax as provided in this article.

(d) Every person required to collect the tax levied by this article shall secure the tax from the **guest or renter** at the time he collects the rental payment for the ~~hotel or motel~~ room. Upon the invoice, receipt or other statement or memorandum of the rent given to the **guest or** renter at the time of payment, the amount due under the tax provided in this article shall be stated separately on the documents.

(e) Accurate records of all taxes levied and collected shall be maintained by the person required to collect the tax levied by this article.

(f) Any ~~hotel~~ operator seeking an exemption under section 74-119(4) or (5) shall keep on file, available for inspection a lease, contract or other document detailing the terms of the occupancy and permanency.

Section 4. That the effective date of this ordinance shall be the ____ day of January 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5914

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE SECTION
86-52 PROOF OF INSURANCE TO INCREASE MANDATORY
MINIMUM INSURANCE COVERAGE FOR COMMERCIAL
PASSENGER TRANSPORT VEHICLES**

WHEREAS, the current insurance minimum coverage limits for commercial transport vehicles have been in place since at least 1995; and

WHEREAS, the minimum coverage limits need to be adjusted to account for the increases in the price of motor vehicles, in the cost of parts and repairs, and in the cost of medical care; and

WHEREAS, adopting a “combined single limit” provides better coverage than the current “split” limits,

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

Section 1. That Fairbanks General Code Section 86-52 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 86-52. - Proof of insurance.

There shall be submitted with an application for a commercial passenger transport vehicle permit copies of policies of liability or indemnity insurance providing coverage and protection against loss through personal injury or property damage arising from negligence covering all vehicles to be operated by virtue of the permit, such insurance to afford coverage in an amount determined to be satisfactory to the city attorney but not less than **\$500,000.00 combined single limit**~~\$300,000.00 for all personal injuries sustained in any one accident, coverage in the amount of \$25,000.00 for property damage arising out of any one accident, and \$50,000.00 for all persons injured or who died in any one accident caused by an uninsured motorist.~~ Each policy shall further contain a clause, addendum or endorsement providing that the insurer or his local agent will give written notice of the cancellation, revocation, termination or expiration of that policy, such notice to be submitted to the city clerk not later than five days prior to such eventuality. Any change in the city attorney's determination of what constitutes adequate insurance shall be provided in writing to each commercial passenger transport vehicle business with at least six months advance notice.

Section 2. That the effective date of this ordinance shall be the 1st day of August 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

ORDINANCE NO. 5914, AS AMENDED

**AN ORDINANCE TO AMEND FAIRBANKS GENERAL CODE SECTION
86-52 PROOF OF INSURANCE TO INCREASE MANDATORY
MINIMUM INSURANCE COVERAGE FOR COMMERCIAL
PASSENGER TRANSPORT VEHICLES**

WHEREAS, the current insurance minimum coverage limits for commercial transport vehicles have been in place since at least 1995; and

WHEREAS, the minimum coverage limits need to be adjusted to account for the increases in the price of motor vehicles, in the cost of parts and repairs, and in the cost of medical care; and

WHEREAS, the proposed changes in this “as amended” version are increases that many drivers and companies already have in place for their vehicles,

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

Section 1. That Fairbanks General Code Section 86-52 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 86-52. - Proof of insurance.

There shall be submitted with an application for a commercial passenger transport vehicle permit copies of policies of liability or indemnity insurance providing coverage and protection against loss through personal injury or property damage arising from negligence covering all vehicles to be operated by virtue of the permit, such insurance to afford coverage in an amount determined to be satisfactory to the city attorney but not less than \$300,000.00 for all personal injuries sustained in any one accident, coverage in the amount of **\$5025,000.00** for property damage arising out of any one accident, and **\$10050,000.00** for all persons injured or who died in any one accident caused by an uninsured motorist. Each policy shall further contain a clause, addendum or endorsement providing that the insurer or his local agent will give written notice of the cancellation, revocation, termination or expiration of that policy, such notice to be submitted to the city clerk not later than five days prior to such eventuality. Any change in the city attorney's determination of what constitutes adequate insurance shall be provided in writing to each commercial passenger transport vehicle business with at least six months advance notice.

Section 2. That the effective date of this ordinance shall be the 1st day of August 2013.

Jerry Cleworth, Mayor

AYES:

NAYS:

ABSENT:

ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul Ewers, City Attorney

RESOLUTION NO. 4558

**A RESOLUTION REGARDING CITIZEN REVIEW COMMITTEES AND THE
TIMELINE FOR ENGAGING SUCH COMMITTEES**

WHEREAS, in January of 2007, the City Council enacted Ordinance No. 5689, as Amended, wherein the Council established four citizen review committees for the purpose of examining and reviewing city department budgets to evaluate costs of services, wages, and benefits as compared with those of similar municipalities and the private sector; and

WHEREAS, Resolution No. 4269, as Amended, approved in March of 2007, appointed and approved the members of the review committees; and

WHEREAS, the review committees met and conducted their reviews throughout 2007 and presented their findings to the Council; and

WHEREAS, Section 2 of Ordinance No. 5689, as Amended, provided that the review process established in the ordinance should be repeated at intervals not to exceed six years; and

WHEREAS, 2013 is the six year anniversary of the passing of Ordinance No. 5689; and

WHEREAS, it is the sense of the Council that while another full review process is not needed at this time, the review process established by Ordinance No. 5689, as Amended, is valuable and that this ordinance should not be repealed,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, that the City Council reaffirms the provisions of Ordinance No. 5689, as Amended, but finds that the full review process is not needed at this time.

BE IT FURTHER RESOLVED that the Council may engage the process established in Section 1 of Ordinance No. 5689, as Amended, whenever it is deemed appropriate.

PASSED and APPROVED this 21st day of January 2013.

JERRY CLEWORTH, MAYOR

AYES:
NAYS:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

JANEY HOVENDEN, CMC, City Clerk

PAUL J. EWERS, City Attorney

ORDINANCE NO. 5915

**AN ORDINANCE APPROVING THE PAYMENT IN LIEU OF
TAXES AGREEMENT BETWEEN THE CITY OF FAIRBANKS
AND REST EASY LLC AND GRANTING A PROPERTY TAX
EXEMPTION FOR CERTAIN PROPERTY INTERESTS**

WHEREAS, the Alaska Constitution makes private leaseholds, contracts, or interests in land or property owned by the United States taxable to the extent of such interests; and

WHEREAS, the Alaska legislature enacted AS 29.45.030(a)(8), which exempts from taxation private leasehold, contract, or other interests in property located on a military base and created under the Military Housing Privatization Initiative (MHPI) if the taxing authority enters into an agreement for the payment in lieu of taxes (“PILOT”) with the leaseholder; and

WHEREAS, Rest Easy LLC is a Delaware limited liability company that maintains certain military lodging units located on Fort Wainwright pursuant to a lease with the United States of America, acting by and through the Secretary of the Army, entered into pursuant to the Military Housing Privatization Initiative codified at 10 U.S.C. § 2871 – 2885 (the “MHPI”); and

WHEREAS, the City and Rest Easy desire to enter into an Agreement that will provide long term certainty as to payments Rest Easy will make to the City and the City will receive from Rest Easy in connection with Rest Easy’s project on Fort Wainwright; and

WHEREAS, the City and the Fairbanks North Star Borough have worked together with Rest Easy to create a PILOT agreement that is fair and equitable under the circumstances,

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

SECTION 1. The council approves the terms of the attached PILOT Agreement and authorizes the Mayor to sign the Agreement on behalf of the City.

SECTION 2. Upon execution of the PILOT Agreement by Rest Easy and the City, Rest Easy’s property interests located on Fort Wainwright, as described in the PILOT Agreement, will be exempt from taxation by the City of Fairbanks.

SECTION 3. That the effective date of this Ordinance shall be the ___ day of _____ 2013.

Jerry Cleworth, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

Janey Hovenden, CMC, City Clerk

Paul J. Ewers, City Attorney

**AGREEMENT
PROVIDING FOR PAYMENTS IN LIEU OF TAXES
BETWEEN
REST EASY LLC AND THE CITY OF FAIRBANKS**

This Agreement Providing For Payments In Lieu Of Taxes ("Agreement") is made by and between REST EASY LLC, a Delaware limited liability company ("Leaseholder"), and the CITY OF FAIRBANKS, an Alaska municipal corporation ("the City"). Leaseholder and the City may be referred to jointly as the "Parties" and each separately may be referred to as a "Party."

RECITALS

A. Leaseholder manages and maintains certain military lodging units located on Fort Wainwright pursuant to a lease with the United States of America, acting by and through the Secretary of the Army, entered into pursuant to the Military Housing Privatization Initiative codified at 10 U.S.C. § 2871 – 2885 (the "MHPI").

B. The Parties desire to enter into an Agreement that will provide long term certainty as to payments Leaseholder will make to the City and the City will receive from Leaseholder in connection with the Project (as defined in Section 1 below).

C. Whereas the Alaska Legislature has enacted AS 29.45.030(a)(8) which authorizes the City to enter into a Payment in Lieu of Taxes Agreement with respect to MHPI projects such as the Project.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the Parties hereto do agree as follows:

Section 1 - DEFINITIONS

Whenever used in this Agreement, if a definition is provided below, that definition is controlling. Otherwise, terms shall have any legal definition provided by legal authorities or their ordinary meaning. The term:

(a) "Lease" means the lease agreement between the Secretary of the Army and Rest Easy LLC, as amended, a memorandum of which was recorded as Instrument [No. _____] with the Office of the Recorder of the State of Alaska, Fairbanks Recording District, and includes the entire Project and certain other land and related improvements located at various other Army installations (which are not subject to the terms and conditions of this Agreement).

(b) "Project" means all interests of Leaseholder in the land, improvements, buildings, structures, fixtures, alterations and associated personal property in each case to the extent located at Fort Wainwright and subject to the Lease.

(c) "Taxing Body" means the City of Fairbanks, in which the property subject to the Lease is situated.

Section 2 - TERM

This Agreement shall become effective on the date it is executed by the last Party to do so (the "Effective Date") and shall continue in force until terminated in accordance with Section 5.

Section 3 - OBLIGATION OF REST EASY LLC TO MAKE PAYMENTS IN LIEU OF TAXES

(a) So long as

(i) the land at Fort Wainwright that is subject to the Lease is owned by the federal government; and

(ii) the Project is used primarily to provide lodging to military personnel pursuant to the terms of the Lease; and

(iii) the Lease remains in force and effect with respect to the applicable land and improvements at Fort Wainwright,

The City agrees that it will not levy or impose any real or personal property taxes upon the Project or upon the Leaseholder with respect to the Project. During such period, the Leaseholder shall make annual payments (herein called "Payments in Lieu of Taxes" or "PILOT") in lieu of such taxes and in payment for the public services and facilities furnished to the residents of the City of Fairbanks by the City without other cost or charge for or with respect to such Project. The Parties acknowledge that, unless a separate Payment in Lieu of Taxes Agreement or similar arrangement is entered into between the Leaseholder and the Fairbanks North Star Borough (the "Borough"), the Borough will be required to provide valuations, issue tax invoices, make collections or take other actions required by applicable law in connection with taxes levied or imposed by the Borough.

(b) Leaseholder shall pay the City a PILOT in the amount of \$25,713.50 [based on the initial assessed value (\$6,794,532) times the City mill rate for 2012 (5.734) times 66%] per year as adjusted in accordance with Section 3(c). Payment of the annual PILOT amount is due within 30 days after the Effective Date, for the first year, and on September 1 in each calendar year thereafter.

(c) The annual PILOT amount payable by Leaseholder to the City under Section 3(b) shall be adjusted annually according to the formula set out in "Exhibit A – Calculation of Annual

PILOT Amount For Rest Easy LLC,” the terms of which shall upon execution of this Agreement become part of the Agreement as if fully set out herein.

Section 4 – AMENDMENTS

(a) This Agreement shall only be amended, modified or changed by a writing, executed by authorized representatives of the Parties, with the same formality as this Agreement was executed, including approval by the Fairbanks City Council if the amendment results in any monetary adjustment.

(b) The only representative of the City authorized to sign any amendment, modification or change to the terms and conditions of this Agreement is the Mayor of the City or his/her duly appointed designee. The only representatives of Leaseholder authorized to sign any amendment, modification or change to the terms and conditions of this Agreement is any officer of the sole member of the Leaseholder’s managing member or his/her duly appointed designee. Each Party represents to the other Party that such Party has duly authorized, executed and delivered this Agreement and that any amendment, modification or change to this Agreement that is agreed to and signed by or on behalf of such Party shall be duly authorized, executed and delivered by such Party.

(c) Any attempt to amend, modify, or change this Agreement by either an unauthorized representative or unauthorized means shall be void.

(d) Any change in the duration of this Agreement must be approved in writing by the City and attached hereto as an amendment.

(e) This Agreement may be terminated in accordance with provisions of Section 5.

Section 5 – TERMINATION

This Agreement may be terminated:

(a) By mutual consent of the Parties expressed in writing.

(b) By the City if (i) the Lease is terminated (and not replaced with a new lease to Leaseholder or its Mortgagee (as defined in the Lease) for the remaining term of, and on substantially the same terms and conditions as, the Lease); or (ii) if any of the fee interest in the real property then subject to the Lease and located at Fort Wainwright is no longer owned by the United States.

(c) For cause, by either Party where the other Party fails in any material way to perform its obligations under this Agreement. Termination under this paragraph is subject to the condition that the terminating Party notifies the other Party in writing of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other Party fails to cure the default within sixty (60) days after receiving the written notice. The City's right to terminate

this Agreement for non-payment of amounts due under this Agreement is in addition to all other rights the City has to collect amounts due it under this Agreement.

Section 6 - EFFECTS OF TERMINATION

Immediately upon the effective date of termination of this Agreement, the Project and the possessory interests on the federal land thereon shall become taxable to the extent permitted by law. However, nothing in this Section 6 or any other provision of this Agreement shall preclude (or be deemed or construed to preclude) the Leaseholder from then contesting the validity, application, imposition, assessment, or levy, after such effective date of termination, of real and/or personal property taxes on the Project and/or the Leaseholder's possessory interests on the federal land at Fort Wainwright pursuant to the Lease or otherwise. In the event this Agreement is terminated on or between July 1 and December 31 (which is the first half of a payment year), the Leaseholder shall be entitled to a refund of fifty percent (50%) of the PILOT payment made in that calendar year (corresponding to the portion of the PILOT payment which corresponds to the second half of the payment year, which is January 1 to June 30 of the following calendar year). In the event that this Agreement is terminated on or between January 1 and June 30 (which corresponds to the second half of a payment year), there shall be no refund of any part of the PILOT payment paid in the prior calendar year.

Section 7 – INSPECTION AND RETENTION OF RECORDS

(a) Leaseholder shall maintain any records to which the City has the right to request, inspect, and/or otherwise review relating to this Agreement for a period ending three years after the effective date of termination of this Agreement in accordance with Section 5.

(b) Upon request, and within a reasonable time, Leaseholder shall submit to the City (i) copies of any modifications to the Lease; (ii) such other information that is directly pertinent to validate Leaseholder's proper current, past, or future obligation(s) as set forth in Section 3 of this Agreement; and (iii) supporting documentation relating to the foregoing information, in each case irrespective of how such information is stored. If any such documents or information include documents or information the Leaseholder considers proprietary or confidential, Leaseholder shall mark such documents "confidential" prior to submittal to the City. The City shall keep such documents confidential, to the extent permitted by law, and will notify Leaseholder if any public records request is made that pertains to such documents so that Leaseholder may petition the court for a protective order.

(c) If for any reason Leaseholder ceases operations under this Agreement or the Lease before the end of any record retention period provided for in such Lease, Leaseholder shall nevertheless continue to retain copies of all records described in this Section for the remainder of such record retention period.

(e) If Leaseholder fails to submit to the City the information that is directly pertinent to validate Leaseholder's proper current, past, or future obligation(s) as set forth in Section 3 of this Agreement, the City may, in a reasonable manner, unilaterally project the information

required to calculate such obligation(s) under Section 3 and require payment of such obligation(s) in that amount.

Section 8 – ASSIGNMENTS AND REVERSIONS

(a) The Leaseholder will notify the City at any time any Project land at Fort Wainwright reverts to the federal government or is otherwise transferred, conveyed, or assigned to any third party. Such reversion, transfer, conveyance, or assignment to a third party (other than a full reversion to the United States) shall not release the Leaseholder of its obligations under this Agreement unless such release is consented to in writing by the City, which consent shall not be unreasonably withheld.

(b) Except as otherwise consented to in writing by the City (which consent shall not be unreasonably withheld), any assignment by Leaseholder of its obligations under any part of this Agreement or any delegation of duties under this Agreement shall be void, and any attempt by Leaseholder to assign any part of its interest or delegate its duties under this Agreement shall give the City the right to immediately terminate this Agreement without any liability to the City. Notwithstanding the foregoing, Leaseholder may assign this Agreement to an affiliate in the event the affiliate enters into (or assumes the Leaseholder's obligations under) the Lease (or a replacement thereof that is for the remaining term of, and on substantially the same terms and conditions as, the Lease), provided the assignee agrees in writing to assume all of Leaseholder's duties and obligations hereunder, and the City is given prior written notice of the assignment.

Section 9 – PERMITS AND LAWS

Leaseholder shall acquire and maintain in good standing all required permits, licenses and other entitlements necessary to its performance under this Agreement.

Section 10 - NONWAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of such provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

Section 11 – JURISDICTION; CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the Superior Court for the Fourth Judicial District of the State of Alaska at Fairbanks. The laws of the State of Alaska and the City of Fairbanks shall govern the rights and obligations of the Parties under this Agreement. This Section shall not apply to any post-termination actions brought pursuant to Section 6 of this Agreement.

Section 12 - SEVERABILITY

With the express exception of Leaseholder's payment obligations to the City under Section 3 of this Agreement (which, if held to be invalid, illegal or unenforceable, shall not be severable and shall result in a termination of this Agreement), if any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby, and such remaining provisions shall remain in full force and effect. The invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

Section 13 - INTEGRATION

This instrument and all appendices and amendments hereto embody the entire Agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the Parties or their principals and agents hereto.

Section 14 – INVALIDITY OF AS 29.45.030(a)(8) OR OTHER LEGAL CHALLENGE TO TAXABILITY OR VALUATION

In the event the Alaska Supreme Court finds the provision of AS 29.45.030(a)(8) authorizing this PILOT Agreement is invalid or unlawful, the Parties shall seek to remedy the invalidity, if possible, and continue this Agreement in effect. If continuing the Agreement in effect is not possible under the terms of the Court's decision, then this Agreement shall terminate and the obligation of Leaseholder for future taxes shall depend upon the state of the law as it exists after termination. If a court other than the Alaska Supreme Court finds that the provision of 29.45.030(a)(8) authorizing this PILOT Agreement is invalid, the City, if it has proper legal standing to do so, agrees to appeal such decision to a higher appellate court unless the Parties agree no appeal shall be taken.

Except as otherwise provided in Section 6 of this Agreement with respect to Leaseholder's contest rights, (a) a subsequent court or administrative body determination concerning taxability and/or valuation of the property or similarly situated property shall have no effect on this Agreement or any obligation hereunder unless specifically ordered by the Court; (b) no party to this Agreement shall request or otherwise move for such an order; and (c) the Parties specifically waive any right to a refund, deduction or increase in payment which may arise from any subsequent court order.

Section 15 - NOTICES

Any notice required pertaining to the subject matter of this Agreement shall be personally delivered, sent via facsimile (FAX) or mailed* by prepaid first class registered or certified mail, return receipt requested to the following addresses:

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

LEASEHOLDER
REST EASY LLC,
a Delaware limited liability company
By: RE Managing Member LLC,
its Managing Member
By: Lend Lease (US) Public Partnerships
Holdings LLC,
its Sole Member

CITY OF FAIRBANKS

By: _____
Name: Charlie Smith
Title: Senior Vice-President

By: _____
Name: Jerry Cleworth
Title: Mayor

STATE OF TENNESSEE)
) ss:
COUNTY OF _____)

Personally appeared before me, Charlie Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged upon oath that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Senior Vice President of Lend Lease (US) Public Partnerships Holdings LLC, sole member of RE Managing Member LLC, managing member of Rest Easy LLC, the within named limited liability company, and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand, at office, this _____ day of _____ 2013.

Notary Public in and for Tennessee
My commission expires: _____

STATE OF ALASKA)
) ss:
FOURTH JUDICIAL DISTRICT)

THIS CERTIFIES that on the _____ day of _____ 2013, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jerry Cleworth, known to me to be the Mayor of the City of Fairbanks, named in the foregoing instrument, and acknowledged to me that he, in his official capacity, is authorized by the City of Fairbanks to execute the foregoing instrument as the free act and deed of the said City of Fairbanks for the uses and purposes therein stated.

WITNESS my hand and official seal the date and year first above written.

Notary Public in and for Alaska
My commission expires:_____

Exhibit A

[To be attached]

City of Fairbanks
 Calculation of Annual Pilot Amount For Rest Easy LLC
 (November 2011 through October 2012 is used as the Base Year)

**** 2013 through 2019 Gross Revenue numbers and Mill Rates are for example only. ****

Rest Easy Assessed Value 2012	Mill Rates 2012	Rest Easy Taxes 2012	Agreed Percent of 2012 Assessed Value to Use for Calculations	Base Year Calculated PILOT Amounts	Rest Easy Gross Revenue Base (November 2011 through October 2012)	Mill Rates 2013	Mill Rate Factors	Gross Revenue Factor	Calculated PILOT Amounts for 2013	Mill Rates 2014	Mill Rate Factors	Gross Revenue Factor	Calculated PILOT Amounts for 2014	Mill Rates 2015	Mill Rate Factors	Gross Revenue Factor	Calculated PILOT Amounts for 2015	Rest Easy Gross Revenue 2013	Rest Easy Gross Revenue 2014	Rest Easy Gross Revenue 2015	Rest Easy Look-Back Gross Revenue Average 2013 - 2015	Mill Rates 2016	Mill Rate Factors	Gross Revenue Factor	Calculated PILOT Amounts for 2016	
(a)	(b)	(c)	(d: b*c/1000)	(e)	(f: d*e)	(g)	(h)	(i: h/c)	(j)	(l)	(m: l/c)	(n)	(o: f*m*n)	(p)	(q: p/c)	(r)	(s: f*q*r)	(t)	(u)	(v)	[w: (t+u+v)/3]	(x)	(y: x/c)	(z: w/g)	(aa: f*y*z)	
Borough - Areawide	\$6,794,532	11.216	\$76,207.47	66%	\$50,296.93	\$2,640,872	11.400	1.02	1.00	\$51,122.06	11.300	1.01	1.00	\$50,673.62	11.350	1.01	1.00	\$50,897.84	\$2,700,000	\$2,950,000	\$2,400,000	\$2,683,333	11.100	0.99	1.02	\$50,577.08
City of Fairbanks	6,794,532	5.734	38,959.85	66%	25,713.50	2,640,872	5.900	1.03	1.00	26,457.91	5.800	1.01	1.00	26,009.47	5.850	1.02	1.00	26,233.69	2,700,000	2,950,000	2,400,000	2,683,333	5.600	0.98	1.02	25,516.37
Total	6,794,532	16.950	115,167.32	66%	76,010.43	2,640,872	17.300	1.02	1.00	77,579.97	17.100	1.01	1.00	76,683.09	17.200	1.01	1.00	77,131.53	2,700,000	2,950,000	2,400,000	2,683,333	16.700	0.99	1.02	76,093.45

Notes/Assumptions:

1. The PILOT payment due date is 9/1 of each tax year.
2. Future PILOT amounts are only adjusted by gross revenue changes (using a three-year adjustment cycle) and mill rate changes (using an annual adjustment cycle).
3. Mill rates for each entity are by tax year and are updated yearly.
4. Rest Easy's annual gross revenue numbers are revenue derived from all sources for 12-month periods ending on 6/30/20xx (example: the 12-month period ending on 6/30/2013 for tax year 2013). The gross revenue base year is the 12-month period from [November 2011](#) through [October 2012](#).
5. The starting point gross revenue base is used as the three-year average for tax years 2013, 2014, and 2015's calculations. The three-year average is updated tri-annually using a three-year look-back annualized average that is then compared to the original 2012 gross revenue base.
6. The PILOT amounts for tax years 2013, 2014, and 2015 are calculated by taking the base year's (2012's) calculated PILOT amounts (column f) and multiplying them only by mill rate factors, calculated as follows: each year's approved mill rates (tax year 2013, 2014, or 2015) divided by the 2012 base year mill rates (column c).
7. In all future years, starting in 2016, the PILOT amounts are calculated by multiplying the base year calculated PILOT amounts times: 1) the mill rate factors: each year's mill rates divided by the 2012 base year mill rates, and then 2) the gross revenue factor: the last three-year look-back annualized gross revenue average divided by the base year gross revenue (column g). Essentially (base year PILOT amounts) x (mill rate factors) x (three-year look-back gross revenue factor) = PILOT each year.

Cells to be input 2013 - 2015
Label or cells to be input for 2016 - 2018
Label or cells to be input for 2019 - 2021
Possibly subject to change

PUBLIC SAFETY COMMISSION

October 9, 2012
11:30 AM
City Council Chambers (Hosted by FECC)

PSC Members:	Vacant (Seat A - 2014)	Robert Fox (Seat E - 2012)
	Bill Satterberg (Seat B - 2012)	New – Seat F (2013)
	Peter Stern (Seat C - 2013)	New – Seat G (2014)
	Buzzy Chiu (Seat D - 2014)	John Eberhart (Council Representative)

Meeting Minutes

CALLED TO ORDER: 11:38 am

ATTENDANCE: Peter Stern, Buzzy Chiu, Robert Fox, John Eberhart, Bill Satterberg (1145 – quorum achieved)

MINUTES: The July 10, 2012 minutes held due to lack of quorum, and then approved unanimously later in the meeting when a quorum was achieved (Fox/Satterberg).

PUBLIC COMMENT

Frank Turney – expressed concerns about the new traffic quotas initiated at FPD, and that quotas were unconstitutional. Vandalism to the downtown flowers was not visible on the Festival Fairbanks cameras due to poor lighting, and he thinks this should be addressed, as if a more serious crime was committed in that area the cameras would not be of any use.

COF DEPARTMENT REPORTS

FECC:

- Director Johnson reports they have been approved to conduct a trial program of part-time non-permanent call takers through the end of the year. So far it seems to be working out. They were fortunate to have two previous dispatchers filling the current position so their training time was minimal. Peter Stern asked what the function of these call takers is – Ms. Johnson clarified that they focus on telephone interaction only, and are working during the peak call in times (late afternoon and early evenings). They do not dispatch. Having them handle the phones allows dispatchers to focus on radio traffic. A follow up question revealed that the training time for someone with no public safety background to being able to function as a call taker is about 2 months.
- The CAD system is being revised to have a single run for each agency. Currently FFD and other customers have separate fire calls and EMS calls generated for events in which both functions occur. This creates a whole host of problems in records management.
- Currently waiting on signatures for agency contracts for dispatching services.

FFD:

- Chief Cummings reviewed the FFD statistics and discussed the Lowe's fire.
- Ron Templeton has taken a position as Asst Chief/Fire Marshal at UAF so our Deputy Fire Marshal position is currently open. He reports that two Battalion Chiefs have retired in the last few months, Rich Meyer with 30 years and Mark Drygas with 21 years, of service to FFD.
- Three new hires are in a recruit academy and should could toward minimum manning on Nov 1st.
- He reviewed the status of several grant projects, including radio Narrow-Banding required by the FCC, new SCBA's & turnouts, confined space training and a new medium duty ambulance.

- He reported that the transmission is going out on one of the platforms and the engine in Engine 1 will need to be rebuilt soon.
- A question about the two types of smoke detectors was asked, and Chief Cummings recommended either a dual detector or having one of each type, as they respond differently to various situations.

FPD:

- Chief Zager reviewed the FPD statistics and answered a question about the relationship to alcohol. There is no way to document alcohol involved with various citations except for alcohol related offenses. This led to discussion regarding frequency of calls to “trouble locations” and whether this should be considered during approval of liquor licenses. Several members discussed the importance of not penalizing bars who are calling for law enforcement as a proactive measure. A follow up question regarding the effectiveness of the Housing First project led Chief Zager to say that it is too soon to know. A question regarding the effectiveness of the proxy buying ordinance was answered by Lt. Jewkes, who indicated that it is used occasionally but requires committed time to observe the buy and then follow the buyer back to the group.
- Chief Zager indicated that quota is an improper characterization of the requirement that all patrol officers be involved in traffic activities. It is a part of their job and it is simply a mechanism to get officers back in the habit of doing that part of their job – in effect setting a work standard. These contacts do not have to result in a citation, and all stops must meet the probable cause requirements and he said he would fire anyone who stopped a car for no reason. The reason for instituting this standard is that there is a direct correlation between traffic incidents and crime rates. Additional comments by PSC members are that a higher police visibility is beneficial, and should hopefully reduce the serious number of red light violations, and that it is nice that officers have the option to give warning. Mr. Turney repeated his position that these quotas are illegal.

OLD BUSINESS.

Public Safety Officer Concept

Chief Zager distributed a binder as a starting point of reference material on the subject, and the contents were reviewed. Peter Stern said that in recognition of having new PSC members, that he would propose that each Chief give a presentation on how the current system works in their department so they can more fully understand what the changes would be under a PSO model. The employee reps could do the same from the employee perspective. After this is done then the commission can move into reviewing the PSO concept for Fairbanks. Comments regarding the PSO concept are that this is only one type of public safety combination, and concerns expressed about HIPAA issues when an individual who is a police officer is wearing their EMS hat. Pat Cole will email a recruitment video done by Sunnyvale. Chief Zager indicated that in successful PSO programs, there are always individuals who are fully police or fully fire. It was agreed the first presentation will be done by Fire and be at the Fire Department in November, and the next presentation will be done by Police and will be held at the Police Department in December. Further scheduling will be determined after that. In the meantime, Mr. Stern strongly encourages new PSC members to do ride alongs with both the Police and Fire departments.

NEW BUSINESS:

Reappointment/Appointment of Commission Members

Mayor Cleworth indicated he has three appointments to go before the City Council on October 22nd for confirmation. They are Thomas Carter, Carl Cox and Nathan Smoot. He will also reappoint Bill Satterberg and Robert Fox at that meeting.

NEXT MEETING: Moved up to November 13, 2012 and will be hosted by Fairbanks Fire Department.

CLOSING COMMENTS

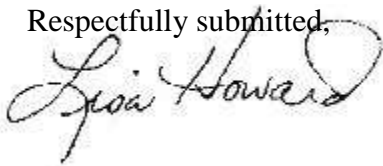
Discussion regarding status of fire service by contract. There are currently about 12 properties that boundary Van Horn road that have contracted with the City for fire protection. These areas are logically covered by the COF rather than UFD. The city already provides ambulance service in those areas. The council has approved offering this protection to anyone in that three square mile area, as it is primarily a human safety issue.

School Resource Officer (SRO) is in its fourth year and per the grant is on the schools to fund. There does not appear to be any new grants to fund these types of activities. It has been well received and beneficial. SRO's are responsible for activities on campus as well as various mentoring and counseling activities. Mr. Stern feels the PSC should do what it can to help keep the program alive.

Mr. Turney asked about the status of the "old dairy building" and is concerned it causes a safety issue for neighboring residents.

MEETING ADJOURNED at 12:54 PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Lisa Howard". The signature is written in dark ink and is positioned below the text "Respectfully submitted,".

PUBLIC SAFETY COMMISSION

**November 13, 2012
11:30 AM
Fairbanks Fire Department**

PSC Members:	John Eberhart (Seat A - 2014)	Robert Fox (Seat E - 2015)
	Bill Satterberg (Seat B - 2015)	Nathan Smoot (Seat F - 2013)
	Peter Stern, (Seat C - 2013) : Chairman	Carl Cox (Seat G - 2014)
	Buzzy Chiu (Seat D - 2014)	Thomas Carter (Seat H - 2014)

Special Meeting Minutes

CALLED TO ORDER: 11:40 am

ATTENDANCE: Peter Stern, Buzzy Chiu, John Eberhart, Bill Satterberg, Nathan Smoot

OPENING COMMENTS

Peter Stern introduced new PSC member Nathan Smoot and gave a brief overview of the purpose of the Public Safety Commission; to share ideas that will improve all matters related public safety. He also encouraged members to participate in ride-alongs so as to have a better understanding of public safety issues.

BUSINESS:

Chief Cummings presented an overview of the current operations of FFD.

NEXT MEETING: The next PSC meeting will be held on December 11, 2012, hosted by Fairbanks Police Department and the only item of business will be a presentation from Chief Zager outlining the current operations of FPD.

MEETING ADJOURNED at 1:20 PM

Teal Thurneau

PUBLIC SAFETY COMMISSION

**December 11, 2012
11:30 AM
Fairbanks Police Department**

PSC Members:	John Eberhart (Seat A - 2014)	Robert Fox (Seat E - 2015)
	Bill Satterberg (Seat B - 2015)	Nathan Smoot (Seat F - 2013)
	Peter Stern, (Seat C - 2013) : Chairman	Carl Cox (Seat G - 2014)
	Buzzy Chiu (Seat D - 2014)	Thomas Carter (Seat H - 2014)

Special Meeting Minutes

CALLED TO ORDER: 11:34 am

ATTENDANCE: Bill Satterberg, Peter Stern, Buzzy Chiu, Robert Fox, Nathan Smoot, and Carl Cox.

OPENING COMMENTS

Peter Stern introduced the presentation from Chief Zager, indicating that the purpose of the presentation was to explain the current operations of the Fairbanks Police Department. He also repeated his encouragement to commission members to participate in ride-alongs with both departments to have a better understanding of public safety issues.

BUSINESS:

Chief Zager presented an overview of the current operations of FPD.

NEXT MEETING: The next PSC meeting will be held on January 8, 2013 in City Council Chambers, hosted by Fairbanks Emergency Communications Center (FECC). This will be a regular meeting and short reports will be given by each of the City public safety departments. The primary topic under business will be a presentation from each of the employee union representatives for the Police and Fire departments outlining current operations from their prospective.

MEETING ADJOURNED at 12:38 PM

Lisa Howard