



FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING AGENDA
DECEMBER 11, 2018 – 5:30 P.M.
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



The City of Fairbanks recognizes that our community is a diverse one, with a wide variety of ethnic backgrounds, cultures, beliefs and orientations and recognizes this diversity as an asset and resource for our community. The establishment of a Fairbanks Diversity Council can provide the City Council and Fairbanks North Star Borough Assembly with advice and recommendations to promote equal opportunity for all members of the public.

1. CALL TO ORDER & READING OF THE FDC MISSION STATEMENT
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. CITIZENS' COMMENTS (Limited to 3 Minutes)
6. CALENDAR OF EVENTS
7. APPROVAL OF PREVIOUS MINUTES
 - a) Regular Meeting Minutes of September 11, 2018
 - b) Regular Meeting Minutes of October 16, 2018
8. HUMAN RESOURCES REPORT
9. DIVERSITY TOPIC OF THE MONTH
10. UNFINISHED BUSINESS
11. NEW BUSINESS
 - a) Diversity Council Input on City Council Action Items
 - i) Resolution No. 4846
 - ii) Ordinance No. 6093
12. FDC COMMITTEE REPORTS
13. FDC MEMBERS' COMMENTS
14. MEETING DATES
 - a) Next Meeting Date, January 8, 2019
15. ADJOURNMENT

*****Members are encouraged to bring a wrapped ornament to exchange with another FDC member, and feel free to bring along holiday treat to share with everyone!*****

Upcoming Committee Meetings:

Education & Outreach Committee – Friday, December 14, 12:00 p.m., City Hall
Accessibility Committee – Thursday, December 20, 4:00 p.m., City Hall



FAIRBANKS DIVERSITY COUNCIL
 REGULAR MEETING MINUTES
 SEPTEMBER 11, 2018 – 5:30 P.M.
 FAIRBANKS CITY COUNCIL CHAMBERS
 800 CUSHMAN STREET, FAIRBANKS, ALASKA



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

Members Present: Lisa Slayton, Seat B Sara Harriger, Seat K
 Juanita Webb, Seat D (telephonic) Jeff Walters, Seat M
 Kathryn Ottersten, Seat E Kelvin Lee, Seat O
 David Rucker, Seat G June Rogers, Councilmember
 Stephen Greenlaw, Seat I (@ 5:42 pm) Angela Foster-Snow, HR Director

Members Absent: Zee Nace, Seat A (excused) Douglas Toelle, Seat J
 Montean Jackson, Seat C (excused) Rita Davis, Seat L
 Svetlana Nuss, Seat F Vacant, Seat N
 Rosalind Kan, Seat H

Also Present: D. Danyielle Snider, City Clerk Mike Sanders, Housing & Homeless
 Mike Meeks, Chief of Staff Coordinator

CALL TO ORDER & READING OF THE FDC MISSION STATEMENT

Chair Matherly called the meeting to order and read the FDC mission statement. He welcomed new members and stated that there is not yet a quorum.

PLEDGE OF ALLEGIANCE

Chair Matherly led the group in the pledge of allegiance.

APPROVAL OF AGENDA

This item was addressed after Citizens’ Comments when a quorum was achieved.

CITIZENS’ COMMENTS (Limited to 3 Minutes)

Linda Schandelmeier, 1988 Kittiwake Drive, Fairbanks – Ms. Schandelmeier spoke of an opportunity for collaboration between the FDC and the newly-formed Progressive Network, a loose collaboration of groups who may have similar goals. She stated that the network is trying to connect as many groups as possible by including representatives from various groups in the area. She stated she has more information for those interested, and she left handouts for FDC members.

Ms. Rogers suggested that Ms. Jackson may be a good FDC liaison to the network since she has already been speaking with Ms. Schandelmeier.

The FDC obtained a quorum at 5:42 p.m.

Robert Kinnard, 827 17th Avenue, #142, Fairbanks – Mr. Kinnard introduced himself as a school board candidate and stated that he is a lifelong Fairbanksan. He spoke to his desire to maintain good, quality educators and strong diversity within the school district. He invited members to contact him.

Mr. Walters commented that Mr. Kinnard is very involved in the Martin Luther King, Jr. Day event in January, and he commended him for his work.

Chrya Sanderson, 3498 Rosehip Drive, North Pole – Ms. Sanderson stated that she is running for school board. She stated that she has been employed at the district for 35 years and that she is currently an Alaska Native tutor with 81 students.

Hearing no more requests to speak, **Chair Matherly** declared Citizens' Comments closed.

Ms. Ottersten, seconded by **Ms. Slayton**, moved to APPROVE the Agenda.

Chair Matherly called for objection to APPROVING the Agenda and, hearing none, so ORDERED.

CALENDAR OF EVENTS

Chair Matherly reminded everyone of the October 20 International Friendship Day event at the Pioneer Park Civic Center from noon – 5 p.m. Clerk Snider passed around a sign-up sheet for FDC participation at the event.

Ms. Ottersten stated that she would be a guest on “Problem Corner” the following morning; she stated that it is a good opportunity for people to call in and speak with her. Members shared information about upcoming local candidate forums.

Ms. Harriger stated that there would be a screening of “The Anonymous People” on September 18 at 6 p.m. at the Morris Thompson Cultural & Visitors Center.

Ms. Slayton stated that October is Sexual Violence Awareness Month, and it would be good to have a public service announcement from the City to help raise awareness, particularly from the Fairbanks Police Department (FPD).

APPROVAL OF PREVIOUS MINUTES

- a) Regular Meeting Minutes of July 10, 2018
- b) Regular Meeting Minutes of August 14, 2018

Mr. Walters, seconded by **Ms. Ottersten**, moved to APPROVE the Regular Meeting Minutes of July 10, 2018 and August 14, 2018.

Chair Matherly called for objection to APPROVING the Meeting Minutes and, hearing none, so ORDERED.

HUMAN RESOURCES REPORT

Ms. Foster-Snow stated that numerous positions have opened up within the last month. She stated that the City has had difficulty getting interest in the vacant Civil Engineer/Building Inspector position. She stated that there are always FPD and Dispatch positions open and that the Dispatch Director position may open up in the next 30 days. She stated that an FDC member will need to sit on the hiring panel for the Dispatch Director position and suggested that the FDC decide at the next meeting who should sit on the panel. **Ms. Foster-Snow** introduced Mike Sanders to speak about his recent efforts as the Housing & Homeless Coordinator.

Mr. Sanders spoke to the importance of housing; he stated that if a person loses housing, everything else begins to slip away. He stated that over 40% of Americans are living paycheck-to-paycheck, and when he first moved to Fairbanks, he could not believe how many homeless people live here year-round. He provided 2017 statistics on the number of people who used housing and homeless services and how many of those individuals were unemployed or underemployed. He provided a handout and brochure for about the Housing and Homeless Coalition. He shared that there is great collaboration in Fairbanks.

Chair Matherly stated that Mr. Sanders has really helped bridge gaps between agencies to help people find the resources they need.

Mr. Sanders spoke about the Coordinated Entry System and stated that Fairbanks will be the first Alaskan community besides Anchorage to use the system. He stated that the Coordinated Entry System is a collaborated effort that allows the sharing of information to help provide resources to people. He spoke about the 2017 Symposium on Homelessness event and to the Rapid Rehousing program which helps someone experiencing homelessness to obtain housing within 30 days of entering the program. Mr. Sanders stated that people can get back on their feet and be on their own in 3-4 months if supported properly. He stated that he is a City employee funded by the Alaska Mental Health Trust with a three-year funding guarantee; he stated that the Trust has indicated that they are willing to fund an additional three years.

Ms. Ottersten asked Mr. Sanders about services for youth. Mr. Sanders spoke to the various local programs and organizations geared to help youth. He stated that the most vulnerable person in the community is a pregnant teenager who is homeless. He shared that there is an effort to increase youth services in the community.

Mr. Lee stated that it has been great to see how Mr. Sanders has brought everyone together to corral the energy and combine resources. He stated that Mr. Sanders has made a big difference in the last two years.

Mr. Rucker questioned whether there are enough beds in the City for everyone who needs them. Mr. Sanders replied that there are enough beds, but the challenge is getting people to use them when they need them. He spoke to the 2018 point-in-time survey that was done in January and stated that there were over 40 people who had no shelter. He listed some reasons why an individual may not want to go to a shelter: way of life, addiction, or mental illness. Mr. Sanders spoke to different groups who meet the homeless where they are and provide them with food and clothing and build a rapport, which helps gain trust.

Mr. Greenlaw asked about the percentage of the homeless population living in vehicles. **Mr. Sanders** replied that it is difficult to nail down the number of homeless people living in vehicles. He shared that another positive result of the Symposium on Homelessness was that Fairbanks was recommended for a Federal Technical Assistance grant. He stated that he recently found out that Fairbanks has been selected to receive the grant, and several agencies will be visiting to help provide local agencies with more permanent support. He indicated that they would like to expand services outside the City limits which will help to open up USDA funds. **Mr. Sanders** stated that a recent survey resulted in an overwhelming response that another symposium should be held to focus on health and social services.

DIVERSITY TOPIC OF THE MONTH

Chair Matherly stated that Morgan Clay with the Alaska Chapter of the American Foundation for Suicide Prevention was going to present on Suicide Awareness, but the presentation fell through. He spoke to suicide not being discriminatory and stated that the important thing is to look for warning signs and ask questions. He shared how suicide has affected him personally and shared that he, Mayor Ward, and Mayor Kassel signed a joint proclamation declaring September 9 – 15, 2018 Suicide Awareness Week. **Chair Matherly** stated that he participated in an event over the weekend called “One Homeless Night.” He stated that it was a fundraising event, but to some outsiders it may have looked like a group of people getting together, painting boxes, and having fun. He stated that there were some negative comments and criticisms on Facebook, so he wanted to make sure that people understood that it was a serious event with no intention of mocking the homeless. He stated that he plans to participate in the event again next year.

Ms. Ottersten related some of her own experiences and spoke to the importance of being there to support others. She stated that letting people know you are there for them can make a huge difference in a critical moment.

UNFINISHED BUSINESS

- a) Nomination and Appointment of Vice Chairperson and Second Vice Chairperson

Chair Matherly stated that Montean Jackson and Sara Harriger had been nominated for Vice Chair and Second Vice Chair, respectively.

Ms. Slayton, seconded by **Mr. Walters**, moved to CONFIRM the appointments of Montean Jackson and Sara Harriger to the positions of Vice Chair and Second Vice Chair, respectively.

Chair Matherly called for objection to the motion to CONFIRM the appointments and, hearing none, so ORDERED.

NEW BUSINESS

- a) Diversity Training for FDC Members

Ms. Foster-Snow asked members to do some research on training they would like to propose and bring ideas back to the group. She stated that training could be used for City employees also.

Members discussed various training ideas, and **Ms. Rogers** indicated that she would like to see some training that would provide a better understanding of different cultures. **Mr. Greenlaw** recommended Diane Benson.

Chair Matherly asked each member to think of some names of people who could provide some training and some ideas about training.

FDC COMMITTEE REPORTS

a) Update on FDC Facebook Page

Chair Matherly stated that when the idea of an FDC Facebook page was being discussed, he may not have understood all the ramifications. **Ms. Foster-Snow** stated that she supports an FDC Facebook presence, but an official page would require all the content to be monitored and subject to the open records law. She stated that the administration has consulted with the City Attorney and with the Public Information Officer (PIO), and the City does not have the resources to monitor an FDC Facebook page. She added that if one City Board/Commission is allowed to have a Facebook page, the City would have to allow all the others to have one. **Ms. Foster-Snow** stated that the recommendation is to close the current FDC page, and open an unofficial page separate from the City of Fairbanks.

Ms. Rogers stated that she believes that would muddy the waters. She commented that she does not understand how it could truly be separated from the FDC. **Chair Matherly** explained that an unofficial Facebook page would not be sponsored by the City and would not contain the City logo.

Ms. Harriger stated that an unofficial page could be created along with a statement saying so. She stated that if that is what the group is going to do, the existing page should be shut down immediately. Members briefly discussed how best to go about having a presence on Facebook.

Ms. Slayton asked about the presence of the FDC on the City's website and indicated that she would like to see its presence enhanced. **Ms. Foster-Snow** suggested that PIO Teal Soden and Clerk Snider present the new website to the FDC at the next meeting. She stated that perhaps the FDC could make recommendations and suggestions about the site at that time.

FDC MEMBERS' COMMENTS

Mr. Greenlaw apologized for being late. He stated that his first meeting was a great experience, and he learned a lot. He shared a little about himself with the group.

Ms. Harriger stated that she was very impressed by Mr. Sanders' presentation. She stated that she believes socio-economic issues are a good thing for the FDC to look at.

Ms. Rogers thanked everyone for attending and stated she appreciates all the diverse opinions at each meeting. She stated that the genuine concern everyone has for each other is appreciated.

Mr. Rucker stated that he wanted to join the FDC partly to help represent people who relocate to Fairbanks from the states. He shared that he is the Equal Employment Opportunity (EEO) Officer at the Fairbanks North Star Borough (FNSB) School District, and his job is to deal with

discrimination issues relating to students and employees at the district. He stated that he will be leading the Diversity Committee for the school district; he stated that their next meeting would take place on September 27.

Mr. Lee welcomed new members. He stated that he enjoyed the conversation about the direction of the FDC.

Ms. Foster-Snow welcome new members and guests. She stated there is a lot of good work ahead.

Mr. Walters welcome new members and guests. He mentioned the cards that were passed around for former members Amber Taylor, Herb Butler, and Marna Sanford; he asked everyone to sign the cards. He thanked Mr. Sanders for the presentation. He asked about the City's Policy Review Committee and requested that it be discussed at the next meeting. **Mr. Walters** requested that the FPD give a report to the FDC on a quarterly basis. He wanted to ensure that an FDC member would sit on the hiring panel for the next round of police officer interviews.

Ms. Slayton thanked everyone for attending; she commended Mr. Sanders for his presentation. She referenced the Southern Poverty Law Center's map of the U.S. which tracks the location of active hate groups. She pointed out that there were no groups shown in Alaska in 2015, but now there are four. She stated that three of the groups are in Fairbanks. She stated that the Diversity Council is important, and although things are looking up in some ways, these types of groups are still surfacing.

Ms. Ottersten stated that she cannot imagine anywhere she would rather be on September 11. She stated that the 9/11 tragedy is a supreme example of what happens when hate takes over and people depersonalize each other. She stated that she has lost friends because of hate. She stated that she is glad the FDC talks and listens.

Ms. Webb welcomed the new members and stated that she was encouraged by the evening's discussion.

MEETING DATES

The next Regular Meeting of the FDC is scheduled for Tuesday, October 9, 2018

ADJOURNMENT

Ms. Harriger, seconded by **Mr. Lee**, moved to ADJOURN the meeting.

Hearing no objection, **Chair Matherly** declared the meeting
ADJOURNED at 7:27 p.m.

Mayor Jim Matherly, Chair

D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS



FAIRBANKS DIVERSITY COUNCIL
REGULAR MEETING AGENDA
OCTOBER 16, 2018 – 5:30 P.M.
FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



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

Members Present: Lisa Slayton, Seat B Douglas Toelle, Seat J
Juanita Webb, Seat D Jeff Walters, Seat M
Kathryn Ottersten, Seat E Angela Foster-Snow, HR Director
Stephen Greenlaw, Seat I (arrived late)

Members Absent: Zee Nace, Seat A (excused) Rita Davis, Seat L (excused)
Svetlana Nuss, Seat F Vacant, Seat N
David Rucker, Seat G (excused) Kelvin Lee, Seat O
Rosalind Kan, Seat H (excused) June Rogers, Councilmember (excused)
Sara Harriger, Seat K (excused) Jim Matherly, Mayor/Chair (excused)

Also Present: Paul Ewers, City Attorney

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Vice Chair Jackson called the meeting to order and led the group in the Pledge of Allegiance .

READING OF THE FDC MISSION STATEMENT

Vice Chair Jackson asked **Mr. Walters** to read aloud the FDC mission statement.

Ms. Foster-Snow noted that there was not a quorum present.

CITIZENS' COMMENTS (Limited to 3 Minutes)

Frank Turney, 329 6th Avenue, Fairbanks – Mr. Turney spoke to racial discrimination in the jury pool and to the *Batson Challenge*, a challenge on the dismissal of a juror based on race, gender, or ethnic background. He stated that there is a need to collect and compile demographic data on jury selection in Alaska, and he encouraged the FDC to introduce a resolution supporting the cause. He indicated that his own experience caused him to take an interest in racial discrimination in jury selection. He commented that some states are already doing data collection on jury selection.

Ms. Ottersten stated that in the State of Alaska, a person is ineligible for jury service if they reside more than 50 miles from the courthouse. She asked Mr. Turney whether all people who have Alaska Driver's Licenses and who vote in Alaska are entered into the jury pool. Mr. Turney replied that he believes that is the case. City Attorney Ewers pointed out that a person's name is entered into the jury pool upon application for the Alaska Permanent Fund Dividend (PFD).

Vice Chair Jackson stated that the FDC may take Mr. Turney's suggestions under consideration and see whether steps can be taken to move forward. She thanked Mr. Turney for the information.

CALENDAR OF EVENTS

Mr. Walters stated that International Friendship Day will take place on Saturday, October 20 from noon – 5:00 p.m. **Ms. Foster-Snow** stated that she would get the sign-up list from Clerk Snider. She stated that there are some promotional items that the group can distribute at the event. **Mr. Walters** encouraged members to attend and spoke in greater detail about the event.

Mr. Greenlaw invited everyone to attend the Color-Brave Conversations event on November 2 and 3. He stated that it is a workshop on racism and racial justice. He invited a guest to speak to the FDC about the event.

Cathy Walling, Fairbanks – Ms. Walling stated that the event is open to anyone in the community. She stated that there will be a different kind of workshop Sunday afternoon, November 4, on upstander/bystander training to teach people how to take action when they observe situations of a discriminatory nature. She spoke to the value of the workshops and invited everyone to attend and invite others. She stated that the event will be held off Farmer's Loop across from the golf course.

Ms. Slayton stated that the FDC has discussed training for its members. She wondered whether the City might provide funding the Mayor and some FDC members' to attend the training event. **Ms. Foster-Snow** asked any FDC member who attends the training to get contact information for the speaker to use as a possible resource for future FDC training.

Ms. Slayton asked about FDC support for the Fairbanks North Star Borough (FNSB) School District resolution recognizing National LGBTQ History Month. She spoke to the importance of the issue and expressed hope that someone from the FDC could speak to the Board in support of the resolution at their meeting later that evening.

Mr. Greenlaw thanked the City of Fairbanks and Mayor Matherly for recognizing Indigenous Peoples' Day in October, and he also thanked those who wrote letters in support of the issue.

HUMAN RESOURCES REPORT

a) FDC Representative to Dispatch Director Hiring Panel

Ms. Foster-Snow stated she has not yet gathered a hiring panel for the Dispatch Director position. She reported that there is currently only one internal applicant, and she needs to consult with the Mayor on whether the City will open the job opportunity up externally. She reported that one police officer graduated from the academy earlier in the month, and there are several new faces at City Hall. She reported that there is a new Fire Marshal at the Fire Department named Moira.

DIVERSITY TOPIC OF THE MONTH

Vice Chair Jackson introduced guest speaker Ms. Brenda Stanfill with the Interior Alaska Center for Non-Violent Living.

Ms. Stanfill stated that she is the Executive Director of the IACNVL, and the Center has been serving the Interior for 40 years; she stated that the organization started out as a rape crisis hotline. She stated that she has been in her position for 20 years and is a graduate of her program. She related her experience with how she was introduced to the organization and provided information about her background. Ms. Stanfill referenced the Victimization Survey from 2011 she handed out to members; she stated that the study has not been done again since then. She discussed some of the statistics provided in the handout, covering both male and female victims. She stated that the IACNVL is a dual agency, dealing with domestic violence and sexual assault. Ms. Stanfill spoke about the facility and operations of the IACNVL. She spoke also to safety planning and legal advocacy her organization makes available to individuals, and she discussed the effects of trauma on the human body. Ms. Stanfill spoke to the organization's transition to "housing with no time limit" for people who may need more time than was allowed by transitional housing. She commented that the IACNVL has been working on helping to prevent domestic violence in the community instead of being a "band-aid" for the issue. She stated that Alaska Native women, who make up only 7% of the Fairbanks population, represent nearly 50% of the population in the IACNVL shelter. She shared that 1 out of every 2 women in the community has experienced some type of abuse from an intimate partner in their lifetime. She spoke to violence prevention strategies such as the Green Dot Program and encouraged people to get involved in preventing sexual assault and domestic violence. Ms. Stanfill spoke to the "Coaching Boys to Men" program and the "Girls on the Run" program. She stated that she will be at the reading of a City Proclamation with Mayor Matherly on Monday declaring October 2018 Domestic Violence Awareness Month and invited everyone to attend.

In response to questions, Ms. Stanfill discussed staff training as it relates to diversity, Center statistics on men as abusers, and domestic violence and guns.

Mr. Walters thanked Ms. Stanfill and Housing and Homeless Coordinator Mike Sanders for the work they are doing. Ms. Stanfill commended the City and Mike Sanders for their efforts relating to housing and homeless issues. **Ms. Foster-Snow** also commended Ms. Stanfill for her efforts in improving the community. Ms. Stanfill spoke briefly to how times have changed with respect to sexual assault and domestic violence issues; she stated she sometimes has to remind herself of the progress that has been made. She stated that there is room for improvement with local programs and spoke to the need for preventative and corrective measures for domestic violence.

NEW BUSINESS

- a) Open Meetings Act (OMA) Presentation, City Attorney Paul Ewers

Ms. Ottersten noted that the only newer member present is Mr. Greenlaw and that perhaps it would be best to have Mr. Ewers present at a future meeting. **Mr. Walters** stated that when the FDC invites Mr. Ewers back to present, he suggests putting the presentation at the beginning of the meeting.

Mr. Walters asked whether Ms. Ottersten would still be able to serve on the FDC since she was recently elected to the City Council, and he asked whether Ms. Rogers could be made a voting member of the FDC to help with quorum issues. Mr. Ewers replied that the City Council has the authority to make such changes to the FDC ordinance.

Ms. Webb asked whether the FDC could hold a closed session with the Mayor. Mr. Ewers replied that it first depends whether the FDC ordinance allows for Executive Sessions to be held by the body. He stated it would additionally depend on whether the topic to be discussed in the closed session falls under the criteria of the items allowed to be discussed in Executive Session under the OMA.

Mr. Ewers briefly addressed the OMA in regard to social media. He stated he believes the state should review its OMA to specifically address social media.

b) Diversity Training for FDC Members

Ms. Ottersten stated that the local group Gender Pioneers is offering training on trans and gender non-conforming issues. She stated that the training is available upon request at no charge.

Ms. Foster-Snow stated that she attended a training at a Society for Human Resource Management (SHRM) conference about respectful communication as it relates to transgender employees in the workforce. She indicated that it was an excellent training, and she would try to find out the instructor's name.

Vice Chair Jackson commented that any diversity training the FDC participates in should be diverse in and of itself, covering all types of diversity.

Mr. Toelle mentioned a few groups in Fairbanks that are offering training. **Mr. Greenlaw** stated that it is an intro to intersectionality which meets the intersections between movements and issues. **Mr. Toelle** stated that two of the classes have happened, and there will be two more.

c) Overview of New City Website

Vice Chair Jackson stated that the item will be moved to a future meeting since Ms. Snider is absent.

FDC COMMITTEE REPORTS

a) Representative(s) to City Policy Review Committee

Ms. Foster-Snow stated that she could ask Ms. Snider to put together a list of all current FDC members and committee assignments for group discussion. **Mr. Walters** restated that he would like to be switched from the Communications Committee to the Policy Review Committee.

FDC MEMBERS' COMMENTS

Ms. Webb stated that she is saddened to see so many members absent, but it is always good to see new members.

Mr. Toelle stated it is good to be back. He stated that Wallbusters will be having an accessible voting booth demonstration at Access Alaska on Monday.

Ms. Slayton expressed appreciation for the evening's presentation. She offered copies of "Tips for Testifying" to anyone testifying to the School board later in the evening. She stated that she wishes the Mayor and other FDC members had attended the meeting. **Ms. Slayton** stated that she is disappointed in the Mayor with regard to the recent incident that occurred on his social media.

Ms. Ottersten thanked everyone who presented to the FDC. She spoke to the recent resolution that passed through the City Council allowing for a reality TV show with the Fairbanks Police Department. She stated that the intent is to use the program as a recruitment tool, but was critical that the public was not included in the process until the night of the Council Meeting where the resolution was approved. **Ms. Ottersten** read aloud portions of an article recently printed in the News Miner that was written by Adrienne Titus. The article offered an Alaska Native woman's point of view on the police reality TV show. She indicated that the City has not responded well, and it is not fully aware of how much the issue matters to people in the community. She stated that within the contract that was executed, there is a statement that provides the City with the opportunity to review episode material prior to release. **Ms. Ottersten** stated that there is nothing specifying who will review the materials, and she believes the FDC needs to be a part of the review process. She expressed her hope that the FDC could engage in the process to ensure that people are treated respectfully, that the show portrays Fairbanks in a respectful manner, and that stereotypes are not perpetuated.

Mr. Toelle stated that in relation to his work on a bill to require training of public safety officers on disability, he spoke with the person in charge of the Alaska State Trooper (AST) academy in Sitka. He stated that the purpose of the AST show was also recruitment, but they were cutting the program at the time he spoke with them. **Mr. Toelle** stated that, as a result of the show, they recruited only four new officers, and two of them did not pass background checks.

Ms. Ottersten stated that the City communicated with other localities who had participated in similar TV shows, and it was ambiguous at best as to whether those shows helped with recruitment. She stated it is a dubious benefit that puts the City at risk, and Fairbanks will be represented by however the show portrays it.

Ms. Foster-Snow reminded everyone that on this day two years ago, Sgt. Allen Brandt was shot. She spoke of her personal interactions with Sgt. Brandt and to what a good man and officer he was; she stated that he was consistent in his work, and treated everyone the same. She stated that she wanted him to be remembered. **Ms. Foster-Snow** stated that she and Ms. Slayton recently met, and she also recently met with the Mayor to discuss his role in the FDC. She asked members to consider thoughts about the issue.

Vice Chair Jackson stated that there are often wonderful things that come out of the FDC, and she has heard some things throughout the evening that have shocked her. She expressed concern that important issues are often raised by the body, but the follow-through is lacking. She stated that there needs to be an opportunity for the group to prioritize issues in order to make progress.

Mr. Walters listed items for future agendas: Paul Ewers with an OMA presentation in December, and a discussion on the new police reality TV show for the November meeting. He stated that he would like an opportunity for the FDC to discuss the Mayor's role in the FDC before any changes are made at the City Council level. **Mr. Walters** addressed the meme posted on the Mayor's Facebook page, and he expressed hope that a person in a leadership role would not make light of

those types of social issues. He stated he would like to have that item incorporated into the discussion at the next meeting. He stated that he will be attending the School Board meeting following the FDC meeting, and he can read the FDC mission statement to the Board, although he will not speak on behalf of the body. **Mr. Walters** invited members to attend the upcoming International Friendship Day event with him.

Mr. Greenlaw agreed with having a more strategic approach to FDC business in order to get things accomplished. He stated that follow-through is important when it comes to the Mayor's recent social media post. He stated that it would be nice to have something on the books to continuously recognize Indigenous Peoples' Day. He spoke to a land acknowledgement, which recognizes that we are in the territory of Indigenous People who never surrendered their land to Russia or to the United States. **Mr. Greenlaw** stated he believes that incorporating a statement like that into meetings could help heal relationships.

MEETING DATES

The next Regular Meeting of the FDC is scheduled for Tuesday, November 13, 2018.

ADJOURNMENT

Mr. Toelle moved to ADJOURN the meeting.

Hearing no objection, **Vice Chair Jackson** declared the meeting
ADJOURNED at 7:40 p.m.

Montean Jackson, Vice Chair

D. Danyielle Snider, CMC, City Clerk

Transcribed by: DS

RESOLUTION NO. 4846

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH ENGEL ENTERTAINMENT FOR PRODUCTION
OF A POSSIBLE TELEVISION SERIES**

WHEREAS, Engel Entertainment is currently developing the production of a television series focused on recruitment of new officers working in Alaska; specifically, they are highlighting persons coming from the lower 48 states to start a career in Alaska law enforcement; and

WHEREAS, the Fairbanks Police Department (FPD) continues to spend considerable effort on the recruitment of new officers and is constantly searching for more effective ways to recruit as old recruitment methods are not meeting demands; and

WHEREAS, there is currently considerable interest in law enforcement and Alaska within the reality television industry; and

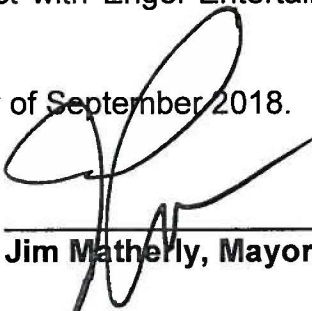
WHEREAS, partnering with Engel Entertainment will increase the exposure of the FPD to potential public safety applicants; and

WHEREAS, successful production will further bridge an information gap between the FPD and the local community; and

WHEREAS, the only cost to the City of Fairbanks will be staff time commitment to work with the producers, although considerable staff time is already dedicated to recruitment efforts.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council authorizes the Mayor to enter into the contract with Engel Entertainment attached as Exhibit A.

PASSED and APPROVED this 24th day of September 2018.



Jim Matherly, Mayor

AYES: Pruhs, Huntington, Cleworth, Bagwill
NAYS: Rogers
ABSENT: Therrien
APPROVED: September 24, 2018

ATTEST:



D. Danyielle Snider, CMC, City Clerk

APPROVED AS TO FORM:



Paul Ewers, City Attorney

DEVELOPMENT AND PRODUCTION AGREEMENT

The following constitutes the agreement, dated and effective as of the last date of signing by both parties, by and between the City of Fairbanks, Alaska, Fairbanks Police Department ("Agency") and Engel Entertainment ("EE" or the "Producer") (Agency and EE collectively referred to as the "Parties"), in connection with the development and production of the Program(s) (the "Agreement"). The Parties acknowledge that it may be necessary for the Parties to enter into an agreement with a broadcaster or company which may broadcast, distribute, finance, advertise and promote, or otherwise exploit the Program(s) (a "Buyer") and agree to negotiate in good faith with the relevant Buyer and Producer for Agency's services on the Program(s) or a possible pilot, production, and/or series based on the Program(s) (collectively, a "Project" or "Series"). For purposes of clarity, EE confirms that it is and will be the Producer of the Program(s) and Project as defined herein.

1. Term. In consideration of Producer's efforts in connection with the development, marketing, and production of the Project, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that for a period of four months following the Effective Date of this Agreement (the "Term"), Producer will have the exclusive right to discuss, develop, represent, and submit the Project and Agency's prospective services to potential broadcasters, networks, financiers, and/or buyers of the Project (collectively "Buyers"). In the event that EE secures Buyer interest in the Project, Producer shall be attached as the producer of the Project and shall have an exclusive option to engage Agency in connection with the Project; upon the exercise of which, Agency agrees to negotiate in good faith with the relevant Buyer and Producer for Agency's services on a possible presentation, pilot, production and/or series based on the Project. If Producer is in active negotiations for the development, production, marketing, financing and/or distribution of the Project with a Buyer at the time the Term is due to expire, then the Term shall be automatically extended one time for an additional four months without the need for further documentation between the Parties. The Term may also be extended by written agreement between the Parties. If, within four months of the expiration of the Term (as may be extended) hereunder, Agency enters into an agreement with any Buyer to whom the Project was submitted by Producer, Producer shall be attached to the Project as the producer of the Project as if this Agreement were still in effect and for the duration of the Project.

2. Services and Materials.

a. Activities. Agency agrees that EE has the right to shoot, record, tape, and photograph Agency and Agency's personnel or representatives (collectively, "Agency Personnel") at the Agency's offices and other related locations and facilities, including but not limited to highlighting the Fairbanks, Alaska environment, and the work and activities of the Agency law enforcement officers. EE's film crew will be permitted, based on Agency procedures and discretion, to ride along with Agency Personnel in vehicles, with the Agency's on-call and response teams in a "docufollow" format, and otherwise to be with Agency

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Personnel in connection with their work and their activities in the environs of Fairbanks, Alaska. Subject to section 2(d), Agency further agrees that EE shall have the right to broadcast, exhibit and otherwise exploit the film, recordings, tapings and photographs of the foregoing in connection with the production, distribution, broadcast, promotion and advertising of a television Series based on the Project (the "Series"), in whole or part (collectively, the "Materials") in any and all manner, broadcast and other media whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. Agency agrees that EE will own all of the Materials and the results and proceeds of the Materials as a work made for hire for use throughout the world in any and all media in perpetuity, and all rights of every kind in and to the Materials and the Series shall be and remain vested in EE, including, without limitation, the right to use and reuse such Materials in connection with advertisements, promotions and publicity related to the Series, EE or any Buyer. Provided EE produces the Series featuring Agency, EE shall have the right to use and license to others to use the name and any trademarks of Agency in connection with the Series, and the names, voices, photographs, likenesses and biographical information of featured Agency Personnel in connection with the Series, subject to EE obtaining appropriate releases from those Agency Personnel appearing in the Series, in connection with the Series and the advertising and promotion of the Series, throughout the world in any and all media in perpetuity, provided such use does not constitute an endorsement of any other product or service other than the Series. Notwithstanding the foregoing, and further to the Agency's legal, safety and security priorities discussed below, EE agrees not to use for inclusion in the Program(s) or Series any material that the Agency has deemed objectionable, as set forth more fully below. EE also agrees not to use any Materials or Pitch Materials (as defined below) produced in connection with the Series and featuring Agency Personnel for any other public display or disclosure that is not in connection with EE, a broadcaster (a "Buyer"), the Series or any related advertising or promotion related thereto."

b. Agency Participation, Protocol and Discretion. Agency agrees that during the Term, at Producer's request and based on Agency legal obligations, protocols, judgment, and discretion, Agency shall make selected Agency personnel and work environment available to participate and appear in Project materials including but not limited to a Project summary, treatment, video, pitch tape, sample show reel ("sizzle reel") and the like in connection with the Project (collectively, "Pitch Materials") which shall be owned by EE and may be assigned to a Buyer. In connection with the production of any Pitch Materials and Producer's other development activities and promotion of the Project, as well as within or concerning the development, marketing, production or other use or display of the Project itself, Agency agrees that Producer shall have the right to film and record Agency personnel based on the above and to use Agency's approved name and logo in connection with the Project (collectively, "Materials") and to use those Materials in and in connection with the Project.

c. Safety and Agency Priorities. The Parties recognize that the Agency's legal, safety, and security considerations are of paramount importance in connection with the production of the

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Project and, accordingly, EE agrees that Agency shall have the right to instruct EE's crew to cease filming on location or to leave any particular location at any time if Agency reasonably deems such action is necessary and appropriate, on the basis of any particular legal, safety and/or security concerns or protocols followed by the Agency.

d. Legal Compliance and Review. The Parties also recognize that the Project may be subject to certain restrictions on the use of such material under State or Federal law, and that under no circumstances shall any material that is determined by the Agency to be subject to any such restriction be publicly aired, displayed, or disclosed unless required by law or legal process. Additionally, Agency shall have an opportunity to review each episode of the Project for legal and factual accuracy and for the Agency to have the opportunity to ensure that the episode does not contain objectionable material that may, at the Agency's reasonable and sole discretion, jeopardize the safety and security practices of the Agency or violate the law, or cause damage or embarrassment to the Agency or any of its personnel or representatives, or depict the Agency's personnel and representatives to be failing to follow legal procedures and organization policy and practices. The following shall constitute the review process:

(i) Producer shall deliver to the Agency a Cut (namely, a version) of each episode of the Project (the "Review Cut"). The Review Cut shall be delivered to the Agency to the attention of the Agency representative designated in writing to EE, who as of the date of signing is Police Chief Eric Jewkes. Upon delivery of the Review Cut to the Agency, the Agency shall have an opportunity to review and provide specific notes to EE concerning the Review Cut episode regarding any material that violates the law, is objectionable as described above, or contains any factually inaccurate depiction of Agency policy and practices, including, but not limited to, any material that Agency determines should not be publicly aired or displayed because such material may cause damage or embarrassment to the Agency or any of its personnel or representatives, or jeopardizes the safety and security practices of Agency, contains a factually inaccurate depiction of Agency policies or practices, or is otherwise restricted under the law (collectively, the "Review" regarding the "Review Cut" or "Cut").

(ii) Agency understands and acknowledges that time will be of the essence for the Review of the episode because production of the Project will be underway. EE represents that each episode for Review will likely be less than 60 minutes in length. For advance scheduling purposes at the Agency, EE agrees to provide Agency with at least five business days' prior notice that an episode Cut is being prepared to be sent to Agency for its Review, and Agency agrees to schedule time for such Review and deliver such notes (if any), or if it wishes, advise of the absence of notes, concerning such episode Cut based on the parameters referenced in (i) above, within five business days of Agency's receipt of the Cut of each episode (the

“Review Period”).

(iii) Following receipt by EE of any notes from the Agency concerning the episode during the Review Period, the Parties will, in good faith, discuss the inclusion, removal or modification of any questionable or objectionable material based on the parameters referenced in (i) above, and EE shall make all requested changes consistent with the above and consistent with Agency, EE and a Buyer’s regulations, policies and practices and the law.

(iv) The designated representative of Agency in connection with the Review process and the provision of notes (if any) regarding the episode Cut shall be such person as Agency may designate in writing to EE. The designated representative of EE shall be such person as EE may designate in writing to Agency.

3. Promotion of the Project. Subject to the execution of a Buyer agreement, and any required further agreements, as applicable, in connection with the Project, it is expressly understood that Producer owns the work, results, and proceeds of any of the services (collectively, “Results”) provided by either Party to this Agreement as a work made for hire for EE for the sole purpose of developing, producing, and promoting the Project.

4. Exclusivity. Agency agrees that during the Term, Agency shall not enter in to any third-party agreements for Agency’s on-camera services, specifically in any other non-scripted (documentary or factual) programming, without Producer’s prior written consent. Nothing herein however shall be deemed to preclude or prevent Agency from participating or appearing in any live programming, news, or talk shows on a nonrecurring basis.

5. Credit. Provided Agency appears in the Series, Agency shall be accorded credit in connection with each episode of the Series featuring Agency, subject in all cases to any applicable Buyer policies and approvals. Agency acknowledges and agrees that the potential publicity that Agency may receive as the result of the production or exploitation of the Series featuring Agency, if any, constitutes full and complete consideration for the exercise of the rights granted by Agency under this Agreement.

6. Assignment. EE may license or assign this Agreement and all rights granted by Agency to EE under this Agreement but only to the Buyer or any similarly situated third party entity provided EE remains a producer on the project. Agency may not assign its rights and obligations under this Agreement to any other person or agency.

7. Future Options. In the event that EE is engaged by a Buyer to produce the Series, Agency agrees that EE shall have five (5) consecutive, exclusive, successive and dependent

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annual options to produce the same number of seasons of the Series that is required by the Buyer (the "Option Periods"). The Term of this Agreement, any extensions thereof, and any Option Period(s) shall be referred to collectively as the "Term." The Term shall also include the post production period immediately following the final season of the Series, if any. EE shall exercise each option by providing Agency with notice no later than ten (10) business days after EE receives notification from the Buyer, but in no event later than one hundred and eighty (180) days from the initial airing of the last episode of the immediately prior season of the Program(s) or Series.

8. Plugola/Payola. Agency represents and warrants that Agency has not accepted nor agreed to accept, nor will accept nor agree to accept, directly or indirectly, from any person, any money, service or other valuable consideration for the inclusion of any matter as a part of any Series and that Agency will not cause any product, service, trademark or brand name to be mentioned or identified on any Series produced under the Agreement except as provided by EE or the Broadcaster. Notwithstanding the above, it is not the intention of this Section to limit or prevent Agency's acceptance of any services or products in the ordinary course of the Agency's performance of its work or duties.

9. Force Majeure. In the event EE is unable to use Agency's services or engage in production due to any of the following reasons: act of nature, unavoidable accident, fire, blackout, act of public enemy, war, riot, civil commotion, act of government, including but not limited to, acts of the Alaska legislature, strike or other labor dispute, failure of technical facilities or other similar or dissimilar cause beyond EE's control, EE may suspend the Term during the continuation of any such inability to use Agency's services or engage in production, the Term shall be deemed extended by all such periods of suspension and EE shall not be obligated to make any payments during the period of such suspension, provided that no such suspension shall continue for more than six (6) months absent further mutual written agreement of the Parties. EE shall have the right to terminate the Agreement and all of EE's obligations under the Agreement if such inability to utilize Agency's services or engage in production continues for more than 60 days or if Agency is unable to provide the services required of EE or the Buyer under this Agreement. Agency shall have the right to suspend or terminate this Agreement in the event of an act of the Alaska legislature or other governmental body.

10. No Injunctive Relief. Agency acknowledges and agrees that, once an episode of the Series has been reviewed and approved by Agency further to the protocol set forth in this Agreement, the sole remedy for any default or breach related to such episode under this Agreement shall be monetary damages, if any, and in no event shall Agency or anyone on its behalf, be entitled to seek or obtain injunctive or any other type of equitable relief. The Agency acknowledges that by entering into this Agreement, EE and ultimately a Buyer will be relying on the Agency to reasonably cooperate with EE in connection with production of a Program(s) or Series, within the parameters set forth in this Agreement. The Agency also understands that injunctive or any other type of equitable relief for

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the Agency is not an entitlement under this Agreement for reasons including that a Buyer might be unwilling to approve a Program(s) or Series for production with the risk that the Agency would seek such relief. Notwithstanding the above, the Agency may terminate EE's continued right to produce the Program(s) or Series permitted hereunder in the event of EE's material and substantial violation of this Agreement. In the event of a suspected violation, the Agency shall notify EE in writing of its belief that a material and substantial violation has occurred, and EE shall have 15 business days to cure the violation.

11. No Obligation. Producer's failure to secure an agreement to produce or promote a production based on the Project shall not be a breach of this Agreement, nor shall Producer have any obligation to produce, or otherwise promote, a production based on the Project. EE may assign any of its rights or obligations hereunder to a co-producer or Buyer, provided EE remains a producer of the Project (if it is produced). EE represents to Agency that at the time of execution of this Agreement, EE anticipates the likely Buyer (should there be a Buyer) to be a national television broadcaster. The Parties also acknowledge and agree that no failure by Buyer to enter into an agreement with Agency nor any failure of Buyer with respect to any of its obligations to Agency that may come to be, shall be the responsibility or liability of Producer. Because the Agency is unique and this Agreement involves the unique services of the Agency's personnel, Agency may not assign this Agreement or any of its obligations hereunder.

12. Representations and Warranties. Agency and EE represents and warrants that they: (i) have the full right and authority to enter into this Agreement and grant the rights herein granted; (ii) have ~~has~~ obtained all rights from any third-party contributors and there are no other agreements entered into by Agency that could disturb, infringe upon, prevent or impede the full and unencumbered exercise of any of the rights granted herein, including without limitation the right to develop, produce, market, distribute, exhibit and otherwise promote the Project in any and all media now known or hereafter devised throughout world; and (iii) to the best of their knowledge, there is not now outstanding any litigation, claim, or threat of litigation or claim which in any way could touch upon any of the rights granted or assigned pursuant to this Agreement. EE agrees to indemnify and hold the Agency, its officers, and employees harmless from and against any and all loss, damage, liability, cost, and expense, including reasonable attorney's fees in connection with any legal claims incurred by the Agency as a result of or arising out of the acts or omissions of EE in connection with the Program(s) or Series. The Parties understand and acknowledge that it is the Agency, in its sole and exclusive judgment and discretion, and not the Producer, which is responsible for the implementation of Agency's duties, work, and Services. Accordingly, Agency shall defend and hold harmless EE from and against any claims, actions, damages, costs, and expenses (including reasonable attorney's fees) arising out of or relating to Agency's duties, work, or services, or Agency's breach of any of its representations, obligations, or warranties under this Agreement.

13. Relationship of the Parties. This Agreement shall not be construed to create or maintain a partnership, employment relationship, agency, or joint venture between Producer and Agency.

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14. Insurance. EE shall obtain and maintain in force, comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate in connection with the Program(s) or Series. EE shall furnish to the Agency a certificate of insurance for the required insurance and for all renewals thereof no later than 30 days prior to the expiration date of each insurance policy in connection with the Program(s) or Series. Each certificate of insurance shall contain a clause requiring the insurer to provide the Agency no less than 30 days prior written notice of cancellation or modification of the policy.

15. Miscellaneous. This Agreement contains the complete understanding between the Parties with reference to the subject matter hereunder, supersedes all prior agreements and understandings between them whether written or oral pertaining thereto, and may not be modified or amended except by a written instrument signed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and permitted assigns. If any of this Agreement's provisions shall be held to be unenforceable, the remainder of the Agreement shall be enforceable. Captions are for convenience only and are not intended to have legal effect. This Agreement shall be governed and construed in accordance with the laws of the State of New York. All disputes relating to the Agreement will be resolved by arbitration in accordance with the rules of the American Arbitration Association then in effect, before a single arbitrator selected by the Parties. The Parties agree that if they cannot agree on the location of such arbitration, the arbitration will be conducted by video conference. Any award rendered by the arbitrator shall be final and conclusive upon the Parties, and a judgment concerning such award may be entered in any state or federal court having jurisdiction. This Agreement may be executed in counterparts and facsimile or scanned signatures shall be deemed to be original.

ENGEL ENTERTAINMENT, INC.

CITY OF FAIRBANKS, ALASKA

Steven M. Engel, President

Jim Matherly, Mayor

Dated: _____

Dated: _____

Recommended for Approval

Eric Jewkes, Police Chief

{01600112}

ORDINANCE NO. 6093

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

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

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

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

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

FGC Sec. 1-21. Policy.

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

FGC Sec. 1-22. Discrimination in employment.

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

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

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

(b) Nothing in this chapter shall be interpreted to require an employer, employment agency, labor organization, or joint labor-management committee subject to this ordinance to grant or accord preferential treatment to an individual or group because of the race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin of such individual or group because of an imbalance that may exist with respect to the total number or percentage of persons of any race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin employed by an employer, referred or classified for employment by an employment agency or labor organization, admitted to membership or classified by a labor organization, or admitted to or employed in an apprenticeship or other training program compared with the total number or percentage of persons of such race, color, religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin in this community or in the available work force in this community.

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

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

- (1) For a person, including a banking, money lending, credit securing, or other financial institution, or an officer, agent, or employee thereof, to discriminate against an individual because of race, color, age, etc., with respect to the granting or withholding of credit or financial assistance, or modifying of rates, terms, conditions, privileges, or other provisions of credit or financial assistance, in connection with the transfer or prospective transfer of any interest whatsoever in realty, or in connection with the construction, repair, improvement, or rehabilitation of realty;
- (2) For a real estate broker, salesperson, or agent, or an employee thereof, or any other person seeking financial gain thereby, directly or indirectly to induce or solicit, or attempt to induce or solicit, the transfer of any interest

whatsoever in realty, by making or distributing, or causing to be made or distributed, a statement or representation concerning the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, age, etc.;

- (3) For a person to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate the sale or rental of, or otherwise make unavailable or deny a dwelling to a person because of race, color, age, etc.;
- (4) For a person to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, age, etc.;
- (5) For a person to make, print, or publish, or cause to be made, printed, or published a notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, age, etc., or an intention to make any such preference, limitation, or discrimination;
- (6) For a person to represent to another person because of race, color, age, etc. that a dwelling is not available for inspection, sale, or rental when such dwelling is, in fact, available for such purpose; and
- (7) For a person to deny another person access to or membership or participation in a multiple-listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against another person in the terms or conditions of such access, membership or participation on account of race, color, age, etc.

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

- (1) Refusal to permit, at the expense of a person with a disability, or another person on behalf of a person with a disability, reasonable modification of existing premises occupied by or to be occupied by the person with disabilities if the modification may be necessary or desirable to afford the person with a disability full enjoyment of the premises, except that, in the case of a rental unit the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; and
- (2) A refusal to make reasonable accommodations in rules, policies, practices, or services, when accommodation may be necessary to afford the person an equal opportunity to use and enjoy a dwelling.

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

(a) It shall be a prohibited discriminatory public accommodation practice for any person, including any owner, lessee, manager, proprietor, custodian, agent, or employee of a place of public accommodation to discriminate against any individual

because of race, color, age, etc., with respect to the terms, conditions, and privileges of access to or with respect to the uses, services, and enjoyment of a place of public accommodation.

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

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

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

FGC Sec. 1-25. Lawful practices.

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

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

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

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

primary purpose or purposes provides lodgings which it owns or operates for club purposes and not for profit, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.

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

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

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

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

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

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

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

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

FGC Sec. 1-27. Cause of action.

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

(b) Remedy may include such relief as the court deems just and proper, and may

include one or more of the following:

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

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

FGC Sec. 1-28. Definitions.

For purposes of this chapter:

Disability means, with respect to a person:

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

- substance;
- (ii) is not currently addicted to a controlled substance; or
- (iii) has otherwise been rehabilitated successfully and is no longer engaging in use of a controlled substance and is not currently addicted;
- (B) is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or
- (C) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

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

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

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

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

Gender identity means a person's gender-related self-identity appearance, expression, or behavior, regardless of the person's assigned sex at birth. A person's gender identity may be shown by evidence of medical history, care or treatment of the gender identity, consistent and uniform assertion of the gender identity, or other evidence that the gender identity is sincerely held, core to a person's gender-related self-identity, and not being asserted for an improper purpose.

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

Housing for older persons means housing:

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

Individual means one or more individuals.

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

National origin includes ancestry.

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

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

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

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

Section 2. That the effective date of this Ordinance is December ____, 2018.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney

ORDINANCE NO. 6093, AS AMENDED
(PROPOSED SUBSTITUTE)

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

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

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

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

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

FGC Sec. 1-21. Policy.

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

FGC Sec. 1-22. Discrimination in employment.

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

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

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

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

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

as compared with the total number or percentage of persons of such race, color, ~~age, etc.~~ religion, sexual orientation, gender identity, gender expression, familial status, disability, or national origin in this community or in the available work force in this community.

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

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

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

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

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

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

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

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

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

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

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

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

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

FGC Sec. 1-25. Lawful practices.

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

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

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

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

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

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

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

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

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

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

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

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

FGC Sec. 1-27. Cause of action.

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

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

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

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

diligent efforts to obtain similar employment.

FGC Sec. 1-28. Definitions.

For purposes of this chapter:

Disability means, with respect to a person:

- (1) a physical or mental impairment which substantially limits one or more of a person's major life activities;
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- (3) being regarded as having such an impairment. "Disability" does not include current, illegal use of or addiction to a controlled substance in violation of applicable state law.
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 - (ii) is not currently addicted to a controlled substance; or
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Race, color, age, etc. when used includes the terms: race, color, age, religion, sex, familial status, disability, sexual orientation, gender identity, gender expression, **ethnicity**, and national origin.

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

Section 2. That the effective date of this Ordinance is December ____, 2018.

JIM MATHERLY, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Paul J. Ewers, City Attorney