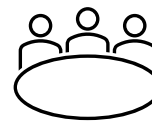




**FAIRBANKS CITY COUNCIL  
REGULAR WORK SESSION AGENDA  
TUESDAY, MARCH 17, 2026 AT 8 A.M.**  
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#)  
AND AT FAIRBANKS CITY COUNCIL CHAMBERS  
800 CUSHMAN STREET, FAIRBANKS, ALASKA



- 
1. Roll Call
  2. Resolution No. 5201, as Amended – A Resolution Inviting Proposals from Qualified Developers Interested in Redeveloping City Property at 123 Lacey Street. [postponed from March 9]
  3. Ordinance No. 6343 – An Ordinance Authorizing the Lease of a Portion of City Hall to the Fairbanks Children’s Museum. [advanced to March 23]
  4. Ordinance No. 6344 – An Ordinance Amending Fairbanks General Code Section 74-302, Exemptions From Gasoline Excise Tax. [advanced to March 23]
  5. An Ordinance Amending Fairbanks General Code Section 74-40, Sales and Excise Tax Requirements Definitions, Section 74-116, Room Rental Tax Definitions, and Section 74-118, Room Rental Tax Levy and Collection to Add Marketplace Facilitator. [not introduced]
  6. City Rep to Fairbanks Economic Development Corporation ARDOR Committee
  7. Finance Committee Report
  8. Mayor and Councilmember Comments
  9. Next Regular Work Session – Tuesday, April 7, 2026, 8:00 a.m.
  10. Adjournment

**RESOLUTION NO. 5201, AS AMENDED**

**A RESOLUTION INVITING PROPOSALS FROM QUALIFIED DEVELOPERS  
INTERESTED IN REDEVELOPING CITY PROPERTY AT 123 LACEY STREET**

**WHEREAS**, the Polaris Building was once an iconic location with landmark dining and commerce in the heart of downtown; and

**WHEREAS**, the Polaris building eventually deteriorated into a blighted condition and had to be razed; and

**WHEREAS**, public interest in what will replace the Polaris Building at 123 Lacey Street has grown; and

**WHEREAS**, the City of Fairbanks sees the redevelopment of 123 Lacey Street as a cornerstone of downtown revitalization; and

**WHEREAS**, the former Polaris Building site redevelopment is specifically mentioned in the Downtown Fairbanks 2040 Plan; and

**WHEREAS**, any increased commercial activity and/or energy efficient market rate housing would be welcomed in downtown Fairbanks; and

**WHEREAS**, the City of Fairbanks is inviting qualified developers to provide project proposals for the City property at 123 Lacey Street.

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

**SECTION 1.** The City of Fairbanks would prefer redevelopment that meets the following goals for downtown:

- Is financially sustainable without government assistance
- Is aesthetically pleasing
- Draws local community members to downtown
- Possibly incorporates the Lavery Transportation Center into proposal
- Is an economic anchor site in conjunction with the Downtown 2040 Plan.

**SECTION 2.** The City of Fairbanks will evaluate redevelopment proposals based on the following criteria:

- Amount of improvement to downtown
- Similar project history
- Financial backing and plan
- Capacity to complete the project
- Long-term financial sustainability of project.

**SECTION 3. The attached RFP is adopted as part of this resolution.**

**SECTION ~~4~~3.** The effective date of this resolution is six days after adoption.

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**Mindy O’Neall, Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

**RESOLUTION NO. 5201, AS AMENDED  
[PROPOSED SUBSTITUTE]**

**A RESOLUTION INVITING PROPOSALS FROM QUALIFIED DEVELOPERS  
INTERESTED IN REDEVELOPING CITY PROPERTY AT 123 LACEY STREET**

**WHEREAS**, the Polaris Building was once an iconic location with landmark dining and commerce in the heart of downtown; and

**WHEREAS**, the Polaris building eventually deteriorated into a blighted condition and had to be razed; and

**WHEREAS**, public interest in what will replace the Polaris Building at 123 Lacey Street has grown; and

**WHEREAS**, the City of Fairbanks sees the redevelopment of 123 Lacey Street as a cornerstone of downtown revitalization; and

**WHEREAS**, the former Polaris Building site redevelopment is specifically mentioned in the Downtown Fairbanks 2040 Plan; and

**WHEREAS, the City Council started a more focused discussion to prepare and issue a Request for Proposals to redevelop 123 Lacey Street during their work session on September 29, 2025; and**

**WHEREAS**, any increased commercial activity and/or energy efficient market rate housing would be welcomed in downtown Fairbanks; and

**WHEREAS**, the City of Fairbanks is inviting qualified developers to provide project proposals for the City property at 123 Lacey Street.

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

**SECTION 1.** The City of Fairbanks would prefer redevelopment that meets the following goals for downtown:

- Is financially sustainable without government assistance
- Is aesthetically pleasing
- Draws local community members to downtown
- Possibly incorporates the Lavery Transportation Center into proposal
- Is an economic anchor site in conjunction with the Downtown 2040 Plan.

**SECTION 2.** The City of Fairbanks will evaluate redevelopment proposals based on the following criteria:

- Amount of improvement to downtown

- Similar project history
- Financial backing and plan
- Capacity to complete the project
- Long-term financial sustainability of project.

**SECTION 3. The attached Request for Proposals (RFP) is adopted as part of this resolution.**

**SECTION 4. The City Attorney is authorized to make legal, technical, and conforming amendments to the RFP as necessary.**

**SECTION 5. If the RFP is not released by the Administration by March 20, 2026, the City Attorney will release it.**

**SECTION 6. The deadline for responses to the RFP is May 15, 2026, unless extended by Council.**

**SECTION 7.** The effective date of this resolution is six days after adoption.

\_\_\_\_\_  
Mindy O’Neill, Mayor

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Thomas A. Chard II, City Attorney

# FAIRBANKS POLARIS SITE REDEVELOPMENT RFP

(DRAFT-02/19/2026)

The City of Fairbanks is issuing this **Request for Proposals (RFP)** to secure private sector redevelopment of what is known as the recently removed and now vacant Polaris building site in downtown Fairbanks, Alaska. Qualified real estate development firms (or teams) are invited to submit proposals.

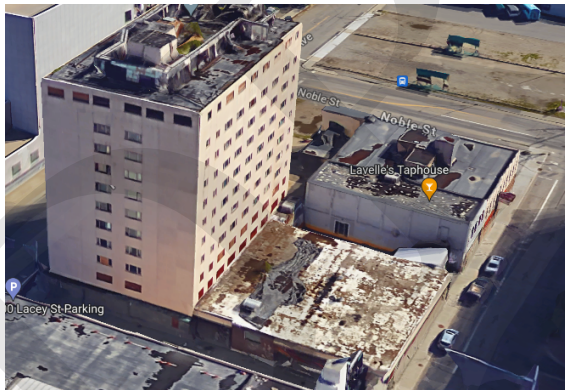
## SITE OVERVIEW

Current ownerships of the approximately 35,674 square foot on the downtown block bounded by First and Second Avenues, Lacey and Noble Streets involve 12 tax parcels comprised of:

- **City owned** parcels totaling 20,898 square feet – the former Polaris building site noted as including **City West** (13,614 square feet) and **City East** parking area (7,284 square feet).
- **Privately owned** parcels with two owners totaling 14,776 square feet situated mid-block.

The block south of the Polaris site is a City owned 377-space, 5-story parking garage with spaces that may be allocated for use by redevelopment site business and residential occupants. Proposals for partial or whole block redevelopment will be considered.

**Polaris Building @ Fairbanks' Tallest**



Source: Google – as seen prior to demolition.

**Polaris Redevelopment Site Area**



Source: FNSB GIS.

# I. RFP STRUCTURE

By way of introduction, this redevelopment Request for Proposal (RFP) begins by outlining document contents and supplemental materials available as background information.

## RFP TOPICS

This RFP document is organized to cover the following topics:

- **Redevelopment Goal** – a catalyst for economic development.
- **Submittal Requirements** – distinguishing between initial submittals from all Proposer(s) with follow-up responses from development firms or teams selected for further review.
- **Proposal Evaluation** – addressing Proposer conformance with threshold project requirements together with supplemental evaluation criteria.
- **Developer Selection** – as recommended by an evaluation team with City Council concurrence for either a single firm or more than one proposal to be further evaluated.
- **Exclusive Negotiations** – preferably with one development firm or team with clear benchmarks for developer deliverables to a final agreement.
- **Further Information** – outlining resources that prospective development firms or teams may contact or utilize in preparing proposal submittals.
- **Appendix: City Council Resolution** – as an expression of City and regional support for successful redevelopment meeting City and private sector investment objectives.

## SUPPLEMENTAL MATERIALS

**Redevelopment: Phase 1 Market Assessment** is attached. Attached is a plot plan (a digital file is available upon request).

## II. REDEVELOPMENT GOAL

The #1 goal for Polaris site redevelopment is to re-invigorate downtown’s residential, visitor and working population – as a catalyst for City- and borough-wide economic development.

### MARKET CONTEXT

General Scope; community demand for residential and ground floor retail and potential restaurant spaces.

For Fairbanks and Interior Alaska, new construction coupled with subsequent operating costs often exceed what residential and commercial rents and sales values will readily support. **A pivotal challenge for reuse of the Polaris site is likely to be construction of a project that can prove out as financially viable short- and long-term. The City is supportive of innovative approaches to quality design coupled with value engineering and supportive financing.**

A full-block **mixed-use redevelopment** is suggested as to be beneficial to the community. Key “take-aways” from market data and stakeholder contacts for site reuse suggest:

- Market rate **residential** can be targeted to seniors and working professionals.
- Downtown **retail** is enhanced with ground-floor store fronts.
- Food and dining establishments — with a potential for a top floor restaurant.
- **Office space** demand is uncertain but with opportunity for greater downtown presence.
- The adjacent **public garage** can provide parking as needed to support site re-occupancy.

Contributed as well as occupant derived revenue will be pivotal for financial feasibility. The City of Fairbanks will provide incentives that improved development feasibility. The City is also committed to support local, state, and federal incentives.

### PREFERRED OUTCOMES

While not required, the following outcomes will enhance opportunity for developer selection:

- A multi-story development with uses noted above.
- Availability of low or no-cost use of parking in the adjoining public parking garage as needed to support of on-site parking needs. Minimus use of at grade parking on site.
- A clear sale of the lot with no City involvement after development is completed.
- Active use of property for people — no uses like warehousing or parking lots.

### III. SUBMITTAL REQUIREMENTS

Submittal requirements address both initial submittal and possible follow-up responses from firms selected – either as preferred developer or invited for additional consideration.

#### INITIAL SUBMITTALS

Interested development firms and/or project teams are invited to submit proposals encompassing the following materials. All proposals should be compiled and submitted as a single PFD electronic file document, transmitted by email to [msanders@fairbanks.gov](mailto:msanders@fairbanks.gov) and received no later than 5 pm (AKDT) on April 30, 2026.

**A. Cover Letter** – briefly describing in no more than two pages the nature and location of the proposed project, organizational structure of the proposing firm(s), estimated project investment and team experience as applicable to Polaris site redevelopment. The letter should be signed by individual(s) authorized to negotiate with the City.

**B. Development Team Qualifications** – should include the following information:

- 1) Name of lead firm or entity with overall authority and responsibility to undertake and complete the project being proposed, including contact information for project manager together with location of firm, website, phone and email information.
- 2) Identification of participant entities in addition to lead entity which may include (to the extent known) lead contractor and key sub-contractors, anticipated project ownership structure, entities proposed as sources of equity and debt financing, architectural design and legal counsel and other individuals or entities with significant project responsibilities.
- 3) Lead firm and team history describing at least three similar completed projects including scale of development, single- or mixed-use occupancy, and project performance in terms of timeliness of construction, and occupancy.

**C. Site** – with map showing proposed site location and site area in square feet (by phase if appropriate), identification of current and proposed or in-process site ownership arrangements, demonstrating planned site control for all parcels as proposed for development.

**D. Exterior Elevation** – with exterior building rendering and/or massing diagram showing general concept of development.

**E. Detailed Project Description** – addressing the following items:

- 1) Estimated square footage and number of levels of building area by use.
- 2) Preliminary estimate or range of development cost.
- 3) Anticipated schedule and phasing of development if project is to be built in two or more phases, including square footage and development cost associated with each phase.

- 4) Parking spaces planned with the proposed development – including use of existing nearby available parking.
- 5) Existing infrastructure or adjacent private property that would be impacted by the project.

**F. Preliminary Market & Financial Feasibility** – assessment is requested to be submitted with all project proposals addressing:

- 1) Preliminary listing of projected sources of capital and financing with anticipated equity. Identifying likely remaining gaps in project financing as needed to be addressed for feasibility going forward.
- 2) Preliminary list of local, State, Federal, and private incentives that may be used for this project.

## **ADDITIONAL FOLLOW-UP RESPONSES & REVIEW**

**Follow-up Clarifications & Verifications** – may be requested for one or more proposals selected by the City for further review:

- 1) Verification of anticipated availability of debt and equity financing including letters of interest or preliminary commitment from potential sources of financing including statement of sources of equity.

## IV. PROPOSAL EVALUATION

Proposals received will be reviewed and evaluated by a City-designated evaluation committee of individuals having no identified conflict of interest with any of the Proposers from whom development proposals have been received. As described below, all identified threshold project requirements must be met or the proposal may be disregarded at the sole discretion of the City.

### THRESHOLD PROJECT REQUIREMENTS

The following are threshold (or minimum) requirements which must be met for a project proposal to be considered:

- An active use available to the general public
- At least 50% of site should be built structure.
- Parking not in excess of one space per 1,000 square feet of building.
- Requiring construction to be completed by end of December 2028.
- At least \$3M investment.
- Provide a development bond.

While compliance with these threshold criteria is required for a proposal to be considered further, these commitments alone will not assure any Proposer of being selected.

### SUPPLEMENTAL EVALUATION CRITERIA

Supplemental criteria include both objective and subjective determinations to be made at the discretion of the City's Project Evaluation Committee. These criteria will involve evaluations as to whether and to what extent the Proposers submittal can be expected to:

- Meet community criteria for market need, public benefit, stimulation of added investment, and/or enhanced community image.
- We are evaluating the project as to whether or not it's consistent with public policy.
- Successful project history (with experience in Alaska and/or elsewhere on the west coast of the U.S. and Canada).
- Reviewing qualifications of firm, project manager and staff, quality and value of design, and scheduling.
- Financial backing and plan.

## PRELIMINARY & FOLLOW-UP REVIEWS

The City of Fairbanks Project Evaluation Committee will review all proposals received for conformance to threshold project requirements and consistency with supplemental evaluation criteria, subject to City Council review and approval.

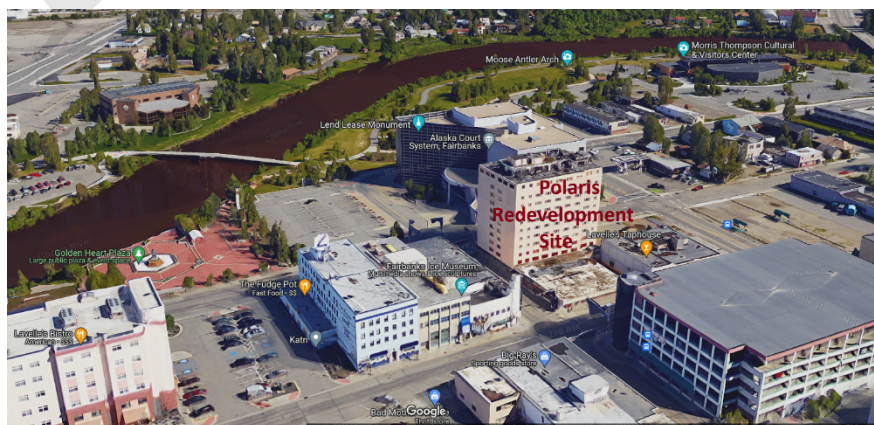
Up to three development firms/teams will be interviewed followed by preliminary selection of 1-3 proposals for further evaluation. Recommended selection of a preferred development firm (or team) will be made based on both written and oral presentations – utilizing the above noted criteria plus any additional factors determined as appropriate and consistent with this RFP.

## V. SELECTION & NEGOTIATION

**Selection of a preferred development team** will be made based on review of formal RFP responses Developer deliverables over the term of an **exclusive negotiation period** are expected to:

- Further detail proposed uses for redevelopment of City-identified available Polaris site (including site and floor plans, and perspective rendering(s).
- Confirm responsibilities of lead developer and other firms/individuals as participants with the full development team.
- Provide current and recent financial statements (P&L, balance sheet) for the lead firm (maintaining confidentiality as mutually determined).\*\*
- Provide a refined line-item preliminary development budget (covering land/site acquisition, hard construction and soft costs).
- Provide estimates for anticipated sources of funds (including incentive offsets, if any) and backstop financing in the event that anticipated sources do not fully materialize.
- Provide confidential year-by-year operating pro forma projections from project opening to normalized end-use occupancy.\*\*
- Provide a refined end-use capitalized valuation and/or 20-year NPV calculation subject to independent third-party review demonstrating valuation exceeding all-in project costs.\*\*
- Outline anticipated timeline from planning/design to construction and occupancy – including performance targets as conditions for project planning and completion.
- Make a good faith deposit with cashiers check, certified check or letter of credit.\*\*\*
- Identify other terms and conditions associated with a purchase and sale agreement (or related transaction) together with determination of items subject to public disclosure or confidentiality with the City – as appropriate prior to start of construction.\*\*

Assuming satisfactory compliance with developer deliverables, the selected development team(s) would proceed pursuant to a **refined development agreement** (or term sheet) to prepare detailed plans and submittals as mutually agreed which the City will review as a basis for subsequent plan and agreement finalization. The result should be a **final agreement** between the City and selected Proposer.\*\*



## VI. FURTHER INFORMATION

For further information or questions regarding any aspect of this development RFP and associated development prospectus, please contact:

**Michael Sanders**  
Chief of Staff  
City of Fairbanks

**Phone:** 907-459-6760

**Mobile:** 907-687- 2362

**Email:** [msanders@fairbanks.gov](mailto:msanders@fairbanks.gov)

Or

**Eric Hovee**  
Redevelopment Consultant  
E. D. Hovee & Company, LLC

**Phone:** 360-921-6430

**Email:** [ehovee@edhovee.com](mailto:ehovee@edhovee.com)

## APPENDIX. CITY COUNCIL RESOLUTION

Recommended is inclusion of a 1-2 page City Council resolution inviting proposals from qualified developers with knowledge of the statewide and interior Alaska market including the Fairbanks FNSB or metro area. State the importance of the project as a catalyst for downtown redevelopment – as a good place to live, shop, work and enjoy. Include reference to key incentives most viable for consideration – both those of City and other public/private partners.

**ORDINANCE NO. 6343**

**AN ORDINANCE AUTHORIZING THE LEASE OF A PORTION OF CITY  
HALL TO THE FAIRBANKS CHILDREN’S MUSEUM**

**WHEREAS**, the City of Fairbanks Charter Section 8.3 and Fairbanks General Code (FGC) Section 70-56 allow for the lease of real property made under the authority of an ordinance; and

**WHEREAS**, the City of Fairbanks owns City Hall located at 800 Cushman Street and approximately 15,209 square feet of City Hall is currently vacant following the closure of the Fairbanks Boys and Girls Club; and

**WHEREAS**, the City is committed to continuing its longstanding support of local youth-related activities at the City Hall location; and

**WHEREAS**, the City of Fairbanks conducted an extensive Request For Proposals (RFP) public process soliciting proposals to provide youth services to include licensed childcare in the vacant sections of City Hall; and

**WHEREAS**, an RFP evaluation committee unanimously determined that a proposal from the Fairbanks Children’s Museum met all RFP requirements, was aligned with the City’s intent, and was the highest scoring proposal.

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

**SECTION 1.** A lease instrument, substantially in the form shown in attached Exhibit A, is hereby authorized by Council for the purposes stated herein, providing a term of 75 years.

**SECTION 2.** Per FGC Sec.70-56, the lease must not be executed until a minimum of 30 days following the effective date of this ordinance.

**SECTION 3.** That the effective date of this ordinance is six days after adoption.

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**Mindy O’Neill, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney

**CITY OF FAIRBANKS**  
**FISCAL NOTE**

**I. REQUEST:**

Ordinance or Resolution No: 6343

Abbreviated Title: ORDINANCE AUTHORIZING LEASE TO FAIRBANKS CHILDREN'S MUSEUM

Department(s): GENERAL

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs?      Yes \_\_\_\_\_      No   X  

If yes, what is the estimate? see below

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

If yes, how many positions? \_\_\_\_\_

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

**II. FINANCIAL DETAIL:**

EXPENDITURES:	YEAR 1	YEARS 2-5	YEARS 6-10	TOTAL
				\$ -
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

FUNDING SOURCE:	YEAR 1	YEARS 2-5	YEARS 6-10	TOTAL
GENERAL FUND [RENTAL INCOME]	\$ 12,000	\$ 96,000	\$ 240,000	\$ 348,000
<b>TOTAL</b>	<b>\$ 12,000</b>	<b>\$ 96,000</b>	<b>\$ 240,000</b>	<b>\$ 348,000</b>

The City of Fairbanks will lease space in City Hall to the Fairbanks Children's Museum for 75 years. The rent will be as follows: Year 1 - \$1,000 per month; Years 2 through 5 - \$2,000 per month; and Years 6 through 10 - \$4,000 per month. Starting on the 10th year, rent may be adjusted every five years not to exceed the prevailing rate as determined by comparison of similar spaces in downtown Fairbanks.

Prepared by Finance Department:      Initial   mb        Date   3/4/2026

EXHIBIT 'A' TO ORDINANCE NO. 6343  
**DRAFT REAL ESTATE LEASE**

This lease agreement (hereinafter, "Lease") is executed and effective this \_\_\_\_ day of \_\_\_\_\_ 2026, between THE CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, with address of 800 Cushman Street, Fairbanks, Alaska, 99701 (hereinafter, "Lessor"), and FAIRBANKS CHILDREN'S MUSEUM, an Alaska Nonprofit Corporation, with address of 302 Cushman Street, Suite 101, Fairbanks, AK 99701 (hereinafter, "Lessee") with the following:

WHEREAS, the City of Fairbanks, by Ordinance No. XXXX, authorized execution of this Lease of City owned property identified below.

NOW THEREFORE, Lessor, in consideration of the rent hereinafter specified and of the mutual covenants and agreements herein expressed, leases that certain real property, including land and buildings, described as follows:

1. Lease of Premises. The Lessor leases to Lessee, and Lessee leases from Lessor, the real property located at Fairbanks, Alaska, more particularly described as follows:

1.1 Premises. A portion of 800 Cushman Street, Fairbanks, Alaska, located within Block 104, Fairbanks Townsite, known as "City Hall", containing 15,209 square feet, comprised of the following identified building areas (hereinafter, "premises"), all as indicated in Attachment 1:

1.1.a. Cafeteria. Containing approximately 3,659 square feet; and

1.1.b. Gymnasium. Containing approximately 7,455 square feet (includes bleachers, chair storage area; excludes the existing shower facilities); and

1.1.c. Daycare. Containing approximately 2,595 square feet (includes two large classrooms, one split classroom, two bathrooms, and laundry); and

1.1.d. Basement. The portion of the basement level, City Hall "Northwest Tower", located in the northwest addition to City Hall, containing 1,500 square feet, more or less.

2. Parking. The following parking is made part of this Lease:

2.1 Reserved Parking. Lessee shall have exclusive use of 12 designated parking spaces onsite. Such use continues in force at all times during the term of this Lease, however, such use may be temporarily suspended for snow removal or other necessary maintenance activities with notice provided to Lessee. No vehicles can be parked in the designated area which impedes traffic flow in the driving lane. No vehicles can be allowed to stand in the driving lane except for active loading or unloading of passengers or materials.

2.2 Unreserved Parking. Lessee will have incidental use of available spaces in Block 110, which lies adjacent south of City Hall, after normal business hours and at such other times not in conflict with use by Lessor. Other parking on adjacent public streets is available in accordance with regulatory signage and the Fairbanks General Code of Ordinances. No parking shall be permitted on Block 110 during normal business hours.

3. Term. The term of this Lease shall be for 75 years, commencing on 04/01/2026, and ending at midnight on 03/31/2101.

4. Escape Cancellation. Lessee, upon 90 days' advance written notice, may cancel and terminate this Lease, surrendering the premises in a neat and clean condition.

5. Rent. As compensation for use of the premises during the life of this Lease and any extensions thereof, Lessee shall pay monthly rent. The Lessee has proposed a multi-year staggered occupation of the Lease area; to facilitate this approach both parties agree to a staggered rent schedule. For the first year of this Lease the monthly rent is set at \$1,000. For second through fifth year of this Lease the monthly rent is set at \$2,000. For the sixth to the 10<sup>th</sup> year, the monthly rent is set at \$4,000. Starting on the 10<sup>th</sup> year, rent maybe adjusted every five years not to exceed the prevailing fair market rent as determined by comparison of similar space in downtown Fairbanks.

6. Renovation & Hazardous Materials. When abatement of asbestos or other hazardous materials within the Lease area becomes necessary during performance of any tenant renovations, the cost of such abatement shall be the responsibility of Lessee. Abatement of asbestos or other hazardous substances which must be performed as part of said renovation or occupancy of the premises must be conducted in compliance with all legal requirements. Qualified, certified and competent workers, techniques and notice and reporting requirements must be used at all times. Abatement of asbestos or other hazardous substances will be subject to review and approval by the Building Official and City Engineer. Any tenant renovations or modifications of the Lease space must first be submitted to the City for review by the City Engineer and approval by the City Mayor.

7. Condition. Lessee has inspected the premises, is familiar with the physical condition, and accepts the premises in its "as-is" condition.

8. Permitted Uses. Lessee may use the premises for the nonprofit business of youth sports, educational and development activities, and necessary administrative office space. Lessee must provide 48-hour advance written notice of events or activities which include overnight boarding.

8.1 Third Party Use. Lessee agrees to notify Lessor of any agreements made to allow agencies, groups, or organizations to utilize the leased premises. Lessor shall have the right to reject or restrict such agreements.

8.2 Gymnasium Use. Lessor and its approved licensees may use the gymnasium portion of the leased premises without charge and said use to be scheduled in advance and approved by the Lessee. Such use must not conflict with Lessee prime activity times. Lessor will be responsible for the cost of any maintenance or repair arising from Lessor's use under this section, and the provisions of subsection 12 will not apply for claims arising from Lessor's use or the use by those licensed by Lessor under this section.

9. Prohibited Uses. Lessee shall not use or permit the use of the premises or any part thereof in violation of any applicable law, ordinance, or regulation. Other uses specifically prohibited include: athletic activities involving a trampoline; marksmanship using metal darts, arrows or other projectiles; boxing or wrestling, except that self-defense courses employing limited or noncontact techniques may be allowed.

10. Access and Security. Access to the Lease area for all purposes is through the northwest and the 8<sup>th</sup> Avenue entrances only, as shown on Attachment 1. Lessee shall be responsible for operation and security of the doors at this location. Emergency exit from the leased space may be through the southwest exit. Entry into or use of City Hall space beyond the leased area is prohibited for any purpose. Lessee shall exercise constant diligence to keep the public within the Lease area, bearing responsibility for same.

11. Payment of Expenses Relating to the Premises.

11.1 Utilities. Lessee shall be responsible for payment of telephone, cable TV, internet, and other privately contracted services as required by the utility provider. Lessor shall be responsible for the payment of water, sewage, electricity, and heating utilities.

11.2 Maintenance. Lessee shall perform all routine interior maintenance within the Lease area. Routine interior maintenance includes but is not limited minor electrical work, minor plumbing work related to existing sinks and toilets, drywall repair, painting, tile replacement, and general upkeep that does not affect the integrity of the building. Major building renovations including anything that alter load bearing walls, affect the building's heating system, or involve the water lines must first be approved by the Lessor.

Lessor shall perform maintenance of the building exterior, roof, and walls, including mechanical and electrical systems in the Lease area, exterior maintenance, and snow removal. Lessor shall also maintain sidewalk and grounds adjoining the leased premises. Lessee shall notify Lessor of hazards or safety concerns in the exterior common areas in a timely manner.

11.3 Janitorial and Garbage Collection. Janitorial and garbage service within the premises, if any, will be provided by Lessee.

11.4 Taxes. Lessor is a municipality of the State of Alaska and is therefore exempt from property taxes. If taxes are levied against the leased premises by a governmental body so long as Lessor remains the owner of record, any such taxes shall be paid by Lessee. Should taxes be levied against the property at such time as the record owner of the leased fee estate is a taxable entity, such owner will be responsible for payment of taxes.

12. Exculpation and Indemnity.

12.1 Exculpation of Lessor. Lessor shall not be liable to Lessee for any damage to Lessee or Lessee's property from any cause. Lessee shall bear all risk of loss as to all personal property of the Lessee, stored, or remaining on or near the premises, including without limitation, inventory, equipment, fixtures, and employees' personal effects.

12.2 Indemnity. Lessee shall defend and hold the Lessor harmless from all damages arising out of any damage or injury to any person or property occurring in, about, or on the premises, excluding exterior public areas.

12.3 Public Liability and Damage Insurance. Lessee, at its sole cost, shall at all times maintain public liability and damage insurance with a single combined liability limit of at least \$2,000,000 and insuring against all liability of Lessee and its authorized representatives arising out of and in connection with Lessee's use or occupancy of the premises, excluding exterior public areas. All public liability insurance and property damage insurance must insure performance by

Lessee of all indemnity provisions required herein. Lessor must be named as an additional insured.

13. Prevention of Waste and Nuisance. Lessee shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to Lessor or the owners or occupants of adjacent properties. Violation or breach under this section will be determined at the sole discretion of the City Mayor.

14. Assignment and Sublease. Lessee cannot assign its rights under this Lease or sublet all or any portion of the premises without the prior written consent of Lessor. Consent will be granted at the sole discretion of Lessor but not unreasonably denied.

15. Liens. Lessee shall keep the premises free from any liens, including without limitation those liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

16. Consultation with Attorney. Lessee acknowledges that it has the right to review this Lease and all other documents relating to the Lease with its own attorney. Each party electing to have this Lease reviewed by an attorney shall bear the costs and expenses so incurred.

17. Destruction. If during the Lease term, the premises are totally or partially destroyed from any cause, rendering the premises totally or partially inaccessible or unusable, Lessee, at its election, may either terminate this Lease or restore the premises. Lessor shall have no duty to repair or restore the premises. If Lessee elects to restore the premises, Lessee will have 120 days to complete the repairs. If Lessee elects not to repair the premises, this Lease will terminate.

18. Right of Entry. Lessor, its agents and authorized employees, have the right to enter the leased premises to examine it and to make repairs as Lessor may deem necessary or desirable. All such entry will be preceded by 24 hours advance notice to Lessee, except that immediate entry will be allowed in event of emergency, as determined by the Lessor.

19. Default. Failure to occupy and operate the premises for 30 consecutive days, or failure to perform any material provision of this Lease will constitute default by Lessee of this Lease. Upon Lessee's default, Lessor shall give Lessee ten days' notice to cure the default. No default notice will be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

20. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person must be in writing and either served personally or sent by prepaid, first class mail, addressed to the other party at the address set forth in the introductory paragraph of this Lease. Either party may change its address by notifying the other party of the change of address.

21. Attorney's Fees. If Lessor brings or maintains an action for enforcement of any of the covenants, terms, or conditions of this Lease, Lessee shall pay all costs incurred by Lessor for such action, including attorney's fees, in the event Lessee is found to be at fault.

22. Time of the Essence. Time is of the essence of each provision of this Lease.

23. Successors. This Lease is binding on and inures to the benefit of the parties and their successors.

24. Severability. The unenforceability, invalidity, or illegality of any provision does not render the other provisions unenforceable, invalid, or illegal.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above.

LESSEE:  
Fairbanks Children’s Museum

LESSOR:  
City of Fairbanks

\_\_\_\_\_  
By: Meredith Maple, Executive Director

\_\_\_\_\_  
By: Mindy O’Neill, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, CMC, City Clerk

\_\_\_\_\_  
Thomas Chard, City Attorney

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, and that they acknowledged before me that they executed the same for and on behalf of the City of Fairbanks and under the authority of said municipal corporation so granted by the City Council, as their free and voluntary act and deed of said corporation.

IN WITNESS, I have set my hand and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ 2026, the undersigned, a Notary Public for the State of Alaska, duly commissioned and sworn as such, personally appeared \_\_\_\_\_, of the Fairbanks Children’s Museum, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned, having authority to do so.

IN WITNESS, I have set my hand and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**ORDINANCE NO. 6344**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE  
SECTION 74-302, EXEMPTIONS FROM GASOLINE EXCISE TAX**

**WHEREAS**, in 2020, the City Council adopted Ordinance No. 6137 to implement an excise tax on gasoline sold within the city limits; and

**WHEREAS**, Fairbanks General Code Section 74-300 defines a distributor as a person who (1) brings gasoline, or has gasoline brought, or causes gasoline to be brought, into the city and who sells or distributes gasoline to others for resale in the city; or (2) ships or transports gasoline to a retailer in the city for sale by the retailer; and (3) includes qualified dealers; and

**WHEREAS**, the City Council would like to amend the exemptions to apply the tax on a distributor as defined in Fairbanks General Code Section 74-300.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows** [amendments shown in **bold** font; deleted text in ~~strikethrough~~ font]:

**SECTION 1.** Fairbanks General Code Section 74-302, Exemption from gasoline excise tax is hereby amended to read as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

The following transactions are exempt from the tax levied by section 74-301:

- (1) ~~Gasoline that is sold or transferred between distributors;~~
- (12)** Gasoline that is sold or transferred to a person obtaining gasoline with a valid certificate of use;
- (23)** Gasoline that is exported outside city limits;
- (34)** Gasoline that is purchased for use by federal, state, or local government agencies, unless the gasoline is purchased for the purpose of resale; and
- (45)** Loss of volume of gasoline that occurs during handling, transportation, and storage, including loss of volume due to temperature changes of gasoline

\* \* \* \* \*

**SECTION 2.** The effective date of this ordinance is six days after adoption.

\_\_\_\_\_  
**Mindy L. O'Neall, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
D. Danyielle Snider, MMC, City Clerk

\_\_\_\_\_  
Thomas A. Chard II, City Attorney

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE SECTION 74-40, SALES AND EXCISE TAX REQUIREMENTS DEFINITIONS, SECTION 74-116, ROOM RENTAL TAX DEFINITIONS, AND SECTION 74-118, ROOM RENTAL TAX LEVY AND COLLECTION TO ADD MARKETPLACE FACILITATOR**

**WHEREAS**, there are multiple operators using marketplace facilitators to conduct short-term rental businesses within the city; and

**WHEREAS**, the Council would like to establish the responsibilities of marketplace facilitators to collect room rental taxes on behalf of an operator or as the seller.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF FAIRBANKS, ALASKA, as follows** [amendments shown in **bold** font; deleted text in ~~font~~]:

**SECTION 1.** Fairbanks General Code Section 74-40, Sales and Excise Tax Requirements Definitions, is hereby amended to read as follows [new text in **bold** font; deleted text in ~~font~~]:

\* \* \* \* \*

*Estimated tax* means the tax determined under section 74-45.

**Marketplace facilitator means a person or entity that contracts with sellers to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller's property, product, or services through a physical or electronic marketplace operated by the person.**

*Nontaxable sales* mean any sale made within the city that is exempt from levied taxes.

\* \* \* \* \*

**SECTION 2.** Fairbanks General Code Section 74-116, Room Rental Tax Definitions, is hereby amended to read as follows [new text in **bold** font; deleted text in ~~font~~]:

\* \* \* \* \*

*Guest or renter* means an individual, firm, partnership, joint venture, club, fraternal organization, association, corporation, estate, trust, receiver, or any other entity or group who pays rent for a room for 30 consecutive days or less.

**Marketplace facilitator means a person or entity that contracts with sellers**

**to facilitate for consideration, regardless of whether deducted as fees from the transaction, the sale or rental of the seller's property, product, or services through a physical or electronic marketplace operated by the person.**

*Permanent resident* means any natural person who has or will have the right of occupancy of any room or rooms for more than 30 consecutive days.

\* \* \* \* \*

**SECTION 3.** Fairbanks General Code Section 74-118, Room Rental Tax Levy and Collection, is hereby amended to read as follows [new text in **underlined bold** font; deleted text in ~~strikethrough~~ font]:

- (a) There is levied and imposed upon the use and privilege of renting a room within the city a tax equal to eight percent on the daily rate charged for each such room rented for each 24-hour period or any portion of such period. This tax is imposed upon all room rentals unless the rental is specifically exempted herein or by other applicable law. The tax will not be levied and imposed upon a permanent resident of a room.
- (b) The ultimate incident of and liability for payment of the tax will be borne by the person who occupies the room, and such person is referred to as a guest or renter.
- (c) The tax levied in this section is paid in addition to any and all other taxes and charges. It is the duty of the seller providing rentals taxable under this article to act as trustee for and on account of the city and to secure the tax from the guest or renter of the room and remit the tax as provided in this article.
- (d) Every seller **or marketplace facilitator** required to collect the tax levied by this article must secure the tax from the guest or renter at the time of rental payment for the room. Upon the invoice, receipt, or other statement or memorandum of the rent given to the guest or renter at the time of payment, the amount due under the tax provided in this article must be stated separately on the documents.
- (e) Accurate records of all taxes levied and collected must be maintained by the person required to collect the tax levied by this article.
- (f) Any seller seeking an exemption under section 74-119(4) or 74-119(5) must keep on file, available for inspection, a lease, contract, or other document detailing the terms of the occupancy.

**SECTION 4.** The effective date of this ordinance is six days after adoption.

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**Mindy L. O'Neill, City Mayor**

AYES:  
NAYS:  
ABSENT:  
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

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D. Danyielle Snider, MMC, City Clerk

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Thomas A. Chard II, City Attorney




800 Cushman Street  
Fairbanks, AK 99701

Telephone (907) 459-6702  
Fax (907) 459-6710

## MEMORANDUM

TO: Mayor O'Neill and City Council Members

FROM: D. Danyielle Snider, City Clerk 

SUBJECT: ARDOR Committee Representative

DATE: March 12, 2026

As you know, the Fairbanks Economic Development Corporation (FEDC) was recently designated as the Alaska Regional Development Organization (ARDOR) for Interior Alaska. The FEDC Board of Directors authorized the creation of an ad hoc ARDOR Committee at its February 20 meeting and is requesting the appointment of a City designee.

The ARDOR Committee's aims to:

1. Envision ARDOR possibilities
2. Create ARDOR-related goals and objectives
3. Ensure all ARDOR responsibilities are met, and
4. Work through the Board of Directors to fully integrate ARDOR organizational needs into FEDC's articles, bylaws, plans, finances, staffing, and other operational areas.

Please review the following Q&A regarding the ARDOR Committee:

1. Is the ARDOR Committee temporary? *While it is currently an ad hoc committee, the FEDC Board of Directors is working on bylaw changes that would establish the ARDOR Committee as a permanent, standing committee.*
2. How are members designated and removed? *The City designee may be changed by the City Council at any time.*
3. Who is the chair of the ARDOR Committee? *The Committee chair is Elena Sudduth, the current FEDC Board of Directors Vice Chair.*
4. How often will the ARDOR Committee meet? *The Committee will meet monthly, although dates and times will not be established until the members are established and decide the best regular meeting times. The Chair has indicated that she would like to hold the first meeting at the end of March.*

**At the March 9 regular City Council meeting, Mayor O'Neill requested that any Councilmember interested in serving as the City designee to the ARDOR Committee contact the City Clerk. To date, I have been contacted by two interested Councilmembers: Mr. Marney and Ms. Therrien.**