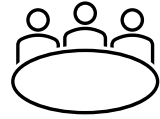




FAIRBANKS CITY COUNCIL
REGULAR WORK SESSION AGENDA
TUESDAY, AUGUST 4, 2026 AT 7 A.M.
MEETING WILL BE HELD VIA [ZOOM WEBINAR](#)
AND AT FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



-
1. Roll Call
 2. Ordinance No. 6353 – An Ordinance Amending the Local Amendments to the 2018 International Fire Code Adopted by Reference at Fairbanks General Code Section 30-32, Creating Appeal Procedures. [advanced to August 10]
 3. An Ordinance Authorizing the Lease of the Log Cabin Located at 550 1st Avenue to Fairbanks Community Cooperative Market, Inc. [not introduced]
 4. A Resolution Establishing the City of Fairbanks Risk Appetite Statement. [not introduced]
 5. Presentation from Legal on eMoto Bikes
 6. Discussion on Birch Hill Communications Tower
 7. Discussion on Audio/Video Records Requests
 8. Finance Committee Report
 9. Mayor and Councilmember Comments
 10. Next Regular Work Session – Tuesday, August 18, 2026, 7:00 a.m.
 11. Adjournment

ORDINANCE NO. 6353

**AN ORDINANCE AMENDING THE LOCAL AMENDMENTS TO THE
2018 INTERNATIONAL FIRE CODE ADOPTED BY REFERENCE AT
FAIRBANKS GENERAL CODE SECTION 30-32,
CREATING APPEAL PROCEDURES**

WHEREAS, the Fairbanks Fire Department operates under the authority of the State Fire Marshal as a deferred jurisdiction per AS 18.70.090 and 13 AAC 50.075; and

WHEREAS, the State of Alaska partially adopted the International Fire Code (IFC) by reference under the authority of AS 18.70.080 at 13 AAC 50.025; and

WHEREAS, the Fairbanks City Council adopted the 2018 International Fire Code (IFC) and local amendments by reference at FGC Sec. 30-31 and Sec. 30-32, respectively, through Ordinance No. 6158 (effective April 17, 2021); and

WHEREAS, Section 102.11 of the IFC allows for local amendments; and

WHEREAS, the State of Alaska prescribes procedures at 13 AAC 50.070(e) for appealing a decision of the State Fire Marshal's authorized representative; and

WHEREAS, the definition of State Fire Marshal's representative at 13 AAC 55.150(c) includes the fire chief of a deferred jurisdiction.

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

Section 1. The City of Fairbanks Local Amendments to the 2018 International Fire Code, adopted by reference in Fairbanks General Code at Section 30-32, is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

SECTION 109

~~BOARD OF APPEALS~~

109.1 ~~Board~~ **Procedures** ~~of~~ **for** appeals established.

~~In order~~ **The following procedures are established** to hear and decide appeals of orders, decisions or determinations made by the ~~deputy~~ fire code official **marshal and fire chief** relative to the application and interpretation of this code. ~~there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The fire code official shall be an ex officio member of said board but shall not have a vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all~~

~~decisions and findings in writing to the appellant with a duplicate copy to the fire code official.~~

If an order is made by the deputy fire marshal, the owner or occupant may, within seven days after receiving the order, file a written appeal to the fire chief who will, within 10 days after receiving the appeal, review the order, and issue a written decision. The appeal must be postmarked within seven days following the date of receipt of the order. The order must be complied with within the time specified in the order unless the deputy fire marshal revokes the order. The fire chief's decision on an appeal under this provision is a final order for purposes of AS 18.70.100(b).

If an order is made by the fire chief, the owner or occupant may, within seven days after receiving the order, file a written appeal to the state fire marshal who will, within 10 days after receiving the appeal, review the order, and issue a written decision. The appeal must be postmarked within seven days following the date of receipt of the order. The order must be complied with within the time specified in the order unless the fire chief revokes the order. The state fire marshal's decision on an appeal under this provision is a final order for purposes of AS 18.70.100(b).

109.2 Limitations on ~~authority~~ **appeal**.

An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. ~~The board shall not have authority to waive requirements of this code.~~

~~109.3 Qualifications.~~

~~The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems, and are not employees of the jurisdiction.~~

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

Section 3. Upon adoption, the City Clerk is directed to provide a copy of this ordinance to the State Fire Marshal's Office with our sincere gratitude for his continued dedication to fire protection and support for the City of Fairbanks.

Mindy O'Neall, 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 AUTHORIZING THE LEASE OF THE LOG CABIN LOCATED AT 550 1ST AVENUE TO FAIRBANKS COMMUNITY COOPERATIVE MARKET, INC.

WHEREAS, Fairbanks City 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 the log cabin and surrounding property located at 550 1st Avenue; and

WHEREAS, the City of Fairbanks conducted an extensive Request for Information (RFI) and a Request for Proposal (RFP) public process soliciting proposals to activate the space; and

WHEREAS, Fairbanks Community Cooperative Market, Inc. provided the only proposal to the cabin RFP and proposes to operate a deli and satellite food box distribution center for the Fairbanks Community Food Bank; and

WHEREAS, an evaluation committee with representatives from the City of Fairbanks, Greater Fairbanks Chamber of Commerce, Downtown Association of Fairbanks, Fairbanks Economic Development Corporation, and Explore Fairbanks determined the proposal was responsive, responsible, and advantageous to the City; and

WHEREAS, the City of Fairbanks intends to lease the property located at 550 1st Avenue to Fairbanks Community Cooperative Market, Inc. for the establishment of a year-round a deli and satellite food box distribution center for the Fairbanks Community Food Bank.

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 5 years.

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

Mindy O'Neill, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: _____

Abbreviated Title: ORDINANCE AUTHORIZING LEASE TO FAIRBANKS COOPERATIVE MARKET

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:	ANNUAL
TOTAL	\$ -

FUNDING SOURCE:	ANNUAL
GENERAL FUND (RENT REVENUE)	\$ 27,000
TOTAL	\$ 27,000

The City of Fairbanks will lease the log cabin on 550 1st Avenue to Fairbanks Community Cooperative Market Inc for five years. The rent will be \$2,250 per month for an annual total of \$27,000.

Prepared by Finance Department: Initial mb Date 7/31/2026

LEASE – REAL PROPERTY

Exhibit “A” to Ordinance No. 6346

This Lease, made and entered into this ____ day of _____ 2026, by and between the City of Fairbanks, whose address is 800 Cushman Street, Fairbanks, Alaska 99701, referred to as “Lessor,” and Fairbanks Community Cooperative Market, Inc., whose address is 526 Gaffney Rd, Fairbanks, Alaska 99701, hereinafter referred to as “Lessee.”

1. **Authority.** The Mayor of the City of Fairbanks is authorized and directed to enter into this Lease by City Ordinance No.____, passed and approved by the City Council on _____, 2026.

2. **Leased Premises.** For and consideration of the rents to be paid and the covenants to be performed by Lessee hereunder, and for the terms set forth herein, Lessor hereby leases to Lessee 550 First Avenue, Fairbanks, Alaska 99701, more formerly known as:

Lots One (1) and Two (2) Block Four (4), TOWNSITE OF FAIRBANKS, according to the official survey of said Townsite, known as the L.S. Robe Map of 1909, reproduced by Karl Theile, US Surveyor General in 1922, containing 11,000 square feet, more or less, and the improvements thereon.

All according to the Records of the Fairbanks Recording District, 4th Judicial District, State of Alaska, and as generally depicted on “Lease Attachment 1 of 1”.

3. **Use.** Lessee has the right to use the Leased Premises for indoor and outdoor dining, grocery sales, food box distribution, and related non-profit activities. Lessee shall comply with all regulations, ordinances, codes, and laws applicable to the use and occupancy of the Leased Premises and shall obtain at its sole expense all permits and licenses necessary to the lawful conduct of its business.

4. **Existing Improvements.** The Leased Premises are currently improved with a facility of log construction containing approximately 1,900 square feet, plus basement and accessory features.

5. **Title.** Lessor warrants and represents to Lessee that Lessor has full right and lawful authority to enter into this Lease, that Lessor has good and marketable title to the Leased Premises, and that the Leased Premises are free and clear of all tenancies, liens, easements, restrictions, conditions, reservations, and other encumbrances, except for those of record in the above recording district, and applicable building, use, and zoning ordinances pertaining to the Leased Premises or otherwise disclosed to Lessee.

6. **Term.** The initial term of this Lease will be five years beginning _____, 2026, and ending at midnight _____, 2030.

7. **Option to Renew.** Upon expiration of the initial term of this Lease, the City may, at its sole discretion, grant an option to renew annually for up to an additional ten years.

8. **Rent.** In addition to the obligations set forth under Section 12 below, and in consideration of the community purposes of the Leased Premises, Lessee shall pay to Lessor Two Thousand Five Hundred Dollars (\$2,250.00) per month, payable in advance for each month of the Lease, with rent payments due on the first of each month for so long as the Lease is in effect. The Lessor may increase the monthly rent annually by the previous year's Anchorage Consumer Price Index percentage. The failure of Lessor to insist upon full and prompt payment of any installment of the rent does not waive Lessor's right to full and prompt payment of that installment or any other installments.

9. **Taxes.** Lessor is a municipality of the State of Alaska and therefore exempt from property taxes. If taxes are levied against the property by a government body, any such taxes must be paid by Lessee, as and when due, so long as Lessor remains the owner of record.

10. **Lessor's Right of Entry onto the Premises.**

(a) Lessor or its agents have the right to enter the Leased Premises, and must be provided with the means to enter, at all times upon reasonable advance notice in order to examine it for the purposes of determining compliance with this Lease and to inspect or repair the separate electrical meter, water meter, and water pumps owned by the City, which are located in the basement of the premises and which serve the adjoining Golden Heart Plaza and water fountain.

(b) If the Lessee business model includes using the property for private events, the Lessor may use the site for an event without paying a fee for the space. Any other fees such as labor, catering, or material costs for Lessor's event will be paid for by the Lessor at the Lessee's normal rates. The time and date of the Lessor's event will be at a mutually agreed upon.

11. **Sublease and Assignment.** Lessee may not assign its rights or obligations under this Lease without prior written approval of the Lessor, which approval is at Lessor's sole discretion but will not be unreasonably withheld. If this Lease is assigned or if the Leased Premises or any part thereof is sublet or occupied by anyone other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, sublessee, or occupant and apply the net amount collected to the rent herein reserved.

12. **Operational Expenses.** Lessee shall keep the Leased Premises, the access thereto, and the site and structural improvements thereon in a clean, safe, and well-maintained order, free from depreciated conditions, at all times during the term of this Lease. Lessee shall pay, or cause to be paid, all operational expenses, including utilities, supplies and routine building and grounds

maintenance, together with janitorial services and refuse collection. Lessor shall be responsible for major mechanical or electrical repairs and extraordinary replacements to the Leased Premises excluding any additions or renovations made by Lessee which shall be the responsibility of the Lessee.

13. **Improvements, Alterations, Fixtures.** Lessee may, at its sole cost and expense, install equipment and fixtures on the Leased Premises or improvements to the Leased Premises, which installations or improvements must first be approved in writing by the City Engineer, provided further that Lessee will, at all times, hold Lessor harmless against any expense, claim, or injury arising out of any installation, alteration, addition, or improvement commenced or carried out on the Leased Premises by Lessee, its assigns, or agents.

14. **Encumbrances.** Lessee shall not encumber the Premises, or allow the Premises to be encumbered, with liens of any nature, including but not limited to mortgages, mechanic or materialmen liens, or use the Leased Premises as collateral to secure debt, without the prior written approval of Lessor, which approval will be at the sole discretion of Lessor. Any lien against the Leased Premises will be subordinate to this Lease, which will hold priority in title.

15. **Insurance.**

(a) At all times during the Lease term, Lessee shall maintain in full force and effect Workers Compensation Insurance as required by the laws of the State of Alaska.

(b) As a condition precedent to the Lessee's taking and retaining possession under the Lease, Lessee must secure, maintain, and file with Lessor proper evidence of the following types of insurance:

General Liability:
Each Occurrence: \$1,000,000
Damage to Rented Premises: \$100,000
Medical Expense – Any One Person: \$10,000

Personal and Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products and Completed Operation Aggregate: \$2,000,000

Lessee shall obtain, and deposit with Lessor, certificates of insurance covering the respective insurances set forth above prior to commencement of the term of this Lease. Liability insurance must name Lessor as an “additional insured” regarding the Leased Premises. All required insurance must be obtained and maintained from insurance companies licensed to do business in the State of Alaska. Lessee shall not do anything on the Leased Premises or bring or keep anything in or about the Leased Premises that will cause a cancellation of any insurance covering the Leased Premises. The policies may not be cancelled or materially altered unless, at least 30 days prior, written notice of such cancellation or material change is provided to the Lessor and the Lessor, in its sole discretion, approves of the new or modified policy protections. Lessee shall provide Lessor with evidence satisfactory to Lessor that premiums for such insurances are paid when due. Lessor reserves the right to pay any insurance premiums not timely paid by Lessee and to recover that cost from Lessee pursuant to Paragraph 23 of this Lease.

(c) Optional Insurance – Contents: Lessee acknowledges that Lessor’s “all risk” insurance covering the structure does not cover Lessee’s effects or contents, and that Lessor is not liable for loss or damage to Lessee’s effects or contents. Lessee may, at its own expense, purchase and maintain renters’ insurance for such effects or contents.

16. **Indemnity.**

(a) Lessee will indemnify, defend, and hold Lessor harmless from and against any and all losses, claims, costs (including reasonable attorney’s fees), suits, and judgments arising from:

(1) any acts or omissions done, caused, or authorized by Lessee, its employees, agents, assigns, or sublessees arising upon the Leased Premises or otherwise pertaining to this Lease; or

(2) Lessee's failure to perform any covenant required to be performed by the Lessee under this Lease; or

(3) any environmental liability for conditions or contamination caused by Lessee arising out of Lessee's occupancy, use, or alteration of the Leased Premises.

Lessee agrees to reimburse Lessor for all necessary expenses, reasonable attorney's fees, and costs incurred in any non-judicial or judicial enforcement of any part of the foregoing indemnity provision.

(b) Lessor will defend and hold Lessee harmless from and against all losses, claims, costs (including reasonable attorney's fees), suits, and judgments arising from any environmental liability for conditions or contamination not caused by Lessee or arising out of Lessee's occupancy, use, or alternation of the Leased Premises.

Lessor agrees to reimburse Lessee for any and all necessary expenses, reasonable attorney's fees, and costs incurred in any non-judicial or judicial enforcement of any part of the foregoing indemnity provision.

17. **Condemnation.** If the Leased Premises, or any part thereof, are taken by eminent domain, at Lessor's option, this Lease will (a) expire on the date when the Leased Premises is taken, and the rent will be apportioned as of that date; or (b) continue in full force and effect if the Premises remains suitable for Lessee's intended use.

18. **Abandonment.** Should Lessee vacate or abandon the Leased Premises or be dispossessed by process of law, such abandonment, vacation, or dispossession terminates the Lease.

19. **Default and Remedies.**

(a) If Lessee is adjudged insolvent or makes an assignment for the benefit of creditors, or if a receiver or other liquidating officer of Lessee is appointed, or a petition for relief is filed by

or against Lessee in bankruptcy, or other dissolution or insolvency proceedings are commenced by or against Lessee, or if Lessee commits waste to or abandons the Premises, or if Lessee breaches any agreement, promise, duty, or covenant under this Lease, then Lessee will be deemed in default on this Lease.

(b) In the event that Lessee defaults in the payment of any amount or performance of any material covenant or condition to be paid or performed on the part of Lessee, and has not cured such default within 30 days after receipt of Lessor's notice of default, Lessor, in addition to all other remedies provided by law or otherwise, has the following rights:

- (1) To terminate this Lease and all rights of Lessee under it;
- (2) To enter the Premises and re-let the Premises; or
- (3) To recover from Lessee such damages attributable to its default, from the date of such breach to the date of the expiration of the lease.

Re-entry or re-letting of part or all of the Premises as herein provided is not to be deemed a termination of this Lease unless expressly declared so by Lessor. If this Lease is deemed terminated, Lessee's liability survives, and Lessee is liable for damages for the remainder of the term which exists at the termination date.

(c) In the event that Lessor defaults in the performance of any covenant or condition to be performed on the part of Lessor and Lessor has not cured such default within 30 days after receiving Lessee's notice of default, Lessee, in addition to all other remedies provided by law or otherwise, has the following rights:

- (1) To terminate this Lease and all rights of Lessor under it; or
- (2) To recover from Lessor such damages attributable to its default from the date of such breach to the date of the expiration of the lease term.

If this Lease is deemed terminated, Lessor's liability survives, and Lessor is liable for damages for the remainder of the term which exists at the termination date.

20. **Default.** Before a party can declare the other party in default, it must provide written notice of the specific obligation that the other has failed to perform and give that party 30 days in which to perform. It will not be considered a default if the required obligation cannot reasonably be performed within such 30-day period and if the other party is diligently trying to remedy the nonperformance.

21. **Holdover by Lessee.** Should Lessee, without Lessor's consent, hold over and remain in possession of any portion of the Premises after the expiration of the term of this Lease, such holdover will not be deemed or construed to be a renewal or extension of this Lease as to that area, and Lessor may take such legal steps as may be required to remove Lessee from that portion of the Premises held over by Lessee. Alternatively, and at Lessor's option, such holdover may operate to create a month-to-month tenancy as to the area in question, which may be terminated by Lessor at the end of any month upon 30 days prior written notice.

22. **All Obligations of Lessee Considered Additional Rent.** All taxes, charges, costs, and expenses which Lessee is required to pay, together with all interest and penalties that may accrue in the event of Lessee's failure to pay such amounts, and all damages, costs, and expenses which Lessor may incur by reason of any default of Lessee or failure on Lessee's part to comply with the terms of this Lease, will be deemed to be additional rent and, in the event of nonpayment by Lessee, Lessor has all the rights and remedies as to those amounts that Lessor has for the nonpayment of basic rent.

23. **Lessor's Right to Perform Lessee's Obligations.** If Lessee is in default hereunder, Lessor may cure such default on behalf of Lessee, in which event Lessee shall reimburse Lessor

for all reasonable sums paid to affect such cure, including reasonable attorney's fees. In order to collect such reimbursements, Lessor has all remedies available under this Lease for a default in the payment of rent.

24. **Late Charges.** Lessee acknowledges that late payment of rent or other sums due will cause Lessor to incur costs not contemplated by this Lease, the exact amount which will be difficult to ascertain. Accordingly, if Lessee fails to pay rent when due, or fails to pay other sums due under this Lease within 10 business days of receiving written notice that such sums are past due, then Lessee shall pay Lessor a late charge equal to 5% of the past due amount for each month the amount is past due, plus attorney's fees incurred by Lessor by reason of Lessee's failure to pay rent or other sums due under this Lease. The parties agree that such late charges represent a fair and reasonable estimate of the cost Lessor will incur by reason of the late payment by Lessee. Acceptance of such late charges by the Lessor will neither constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any other rights and remedies hereunder.

25. **Waste and Hazardous Substances.** Lessee shall not commit waste of or waste upon the Premises of whatever nature. Lessee shall defend, indemnify, and hold Lessor harmless from any and all costs, claims, or liabilities arising from or related to release, escape, or presence of any hazardous materials, waste, or toxic or regulated substances arising from or reasonably attributable to Lessee's use and occupancy of the Premises, all or any of which must be paid and satisfied by Lessee. Lessee's indemnification survives the termination of this Lease.

26. **Surrender of Premises.** On the last day of the term of this Lease, or as otherwise provided in this Lease, or as extended by Lessor in writing, Lessee shall quit and peaceably surrender the Premises to Lessor, leaving same in a neat, clean condition.

27. **Notices.** Any notice required by this Lease must be in writing and sent by certified or registered mail, postage prepaid, addressed to the party at the address shown above or such other address as the party may furnish to the other in writing. Any notice mailed in accordance with the preceding sentence will be deemed to have been given at the time it is received. Upon agreement of the parties, notice may be given by electronic means.

28. **Waiver.** No delay or omission by either party in exercising any right or power accruing upon any noncompliance or default by the other party impairs any such right or power or can be construed to be a waiver of such right or power. Subject to the provisions of this paragraph, every such right and power may be exercised at any time during the continuance of such default. A waiver by either of the parties of any of the covenants and agreements to be performed by the other will not be construed to be a waiver of any succeeding breach or of any other covenants or agreements.

29. **Choice of Law.** The provisions of this Lease and all questions arising concerning this Lease will be determined and resolved in accordance with the laws of the State of Alaska.

30. **Entire Agreement, Severability, Etc.** This Lease contains the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Lease. All prior understandings, terms, or conditions are deemed merged in this Lease. This Lease can be changed only in a written document signed by both parties. If any provision of this Lease is declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect. This Lease is binding upon the parties hereto and their legal representatives, successors, and assigns.

LESSOR:

CITY OF FAIRBANKS

By: _____
Mindy O’Neill, Mayor

APPROVED AS TO FORM:

By: _____
Thomas Chard, City Attorney

ATTEST:

By: _____
D. Danyielle Snider, City Clerk

(SEAL)

LESSEE:

Fairbanks Community Cooperative Market, Inc.

By: _____
Christopher Hutchquist, General Manager

Sponsored by: _____

Date: _____

RESOLUTION NO. ____

**A RESOLUTION ESTABLISHING THE CITY OF
FAIRBANKS RISK APPETITE STATEMENT**

WHEREAS, the City of Fairbanks is committed to protecting its employees, residents, assets, systems, and reputation through a structured, proactive approach to risk management; and

WHEREAS, risk is an inherent part of providing public services and achieving strategic objectives; and

WHEREAS, the City seeks to understand, manage, and accept appropriate levels of risk while protecting public resources, maintaining public trust, and ensuring the delivery of essential services; and

WHEREAS, the City recognizes the importance of aligning risk acceptance decisions with its mission, values, and fiduciary responsibilities;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairbanks as follows:

Section 1. The City of Fairbanks adopts the following Risk Appetite Statement:

- The City maintains a **low-risk appetite** for activities that could result in:
 - Injury or loss of life to employees, residents, or visitors
 - Violations of federal, state, or local laws or regulations
 - Fraud, unethical conduct, or misuse of public funds
 - Significant cybersecurity incidents, data breaches, or loss of critical information
 - Material disruption of essential municipal services
 - Damage to the City's reputation or public confidence
- The City maintains a **moderate-risk appetite** for activities that:
 - Improve operational efficiency and effectiveness
 - Modernize technology and business processes
 - Enhance service delivery to residents
 - Support workforce development and organizational improvement
 - Advance long-term strategic goals and community priorities
- The City maintains a **higher-risk appetite** for carefully evaluated opportunities that:
 - Promote economic development and community growth
 - Encourage innovation and pilot programs
 - Pursue grant funding, partnerships, or new service models
 - Create long-term value for residents with appropriate safeguards

- All significant risks shall be evaluated based on potential impacts to:
 - Public safety
 - Legal compliance
 - Financial stability
 - Operational continuity
 - Cybersecurity
 - Public trust

Risk acceptance decisions must be proportional to the anticipated benefits and consistent with the City's mission, values, and fiduciary responsibilities.

Section 2. This resolution is effective six days after adoption.

Mindy O'Neill, Mayor

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

City Of Fairbanks
800 Cushman Street
Fairbanks, AK 99701



Office of the City Attorney
(907) 459-6750 || kstickel@fairbanks.gov
Kaylee Stickel, Deputy City Attorney

DATE: July 29, 2026

TO: Council Members; Mayor

THROUGH: City Attorney

FROM: Kaylee Stickel, Deputy City Attorney

SUBJECT: Regulation of Electric Motorcycles (E-Motos)

During a recent City Council Meeting, there was some discussion regarding the regulation of electric bicycles (e-bikes) and electric motorcycles (e-motos).¹ **Current state law and local ordinances prohibit e-bikes and e-motos from operating on sidewalks and in parks.**

Alaska Statute § 28.90.990(33) broadly defines a “vehicle” as “a device in, upon, or by which a person . . . may be transported or drawn upon or immediately over a highway or vehicular way or area.”² Pursuant to this broad definition, e-bikes and e-motos are properly classified as “vehicles.”³

Pursuant to 13 Alaska Administrative Code (AAC) 40.010(a)(5), a “bicycle” is “a vehicle propelled exclusively by human power upon which a person may ride, having two tandem wheels or three wheels in contact with the ground, except scooters and similar devices.”⁴ Because they are not exclusively propelled by human power, e-bikes and e-motos are distinct from “bicycles.”⁵

13 AAC 02.487 provides: “No person may drive a vehicle on a sidewalk . . . , except as a municipality allows the riding of bicycles on sidewalks outside of a business district.”⁶

Accordingly, bicycles may be permitted on certain sidewalks in the City.⁷ However, because e-bikes and e-motos are “vehicles” and not “bicycles,” 13 AAC 02.487 prohibits e-bikes and e-motos from operating on sidewalks in the City.⁸

¹ In most regulatory schemes, e-bikes and e-motos are classified separately, and e-bikes are regulated more like “bicycles.” Pursuant to most definitions, e-bikes have three defining characteristics: (1) functional pedals (which function to propel the bike); (2) a maximum-assisted speed of 28 mph; and (3) a maximum engine size of 750 watts (or 1 hp). E-motos lack one or more of these characteristics. Current Alaska law does not define, or differentiate between, an e-bike and e-moto for traffic control purposes.

² AS § 28.90.990(33); AS § 28.90.990(34) (A “vehicular way or area” is “a way, path, or area . . . that is open to the public for purposes of pedestrian or vehicular travel and which . . . may be restricted in use to pedestrians, bicycles, or other specific types of vehicles . . .”).

³ See AS § 28.90.990(33).

⁴ 13 AAC 40.010(a)(5).

⁵ See *id.*

⁶ 13 AAC 02.487 (Driving on sidewalk); 13 AAC 40.010(a)(48) (defining “sidewalk” as “that portion of a street between the curblines or the lateral lines of a roadway and the adjacent property lines, and intended for use by pedestrians”); 13 AAC 40.010(a)(7) (defining “business district”).

⁷ See 13 AAC 02.487.

⁸ See *id.*; 13 AAC 02.400 (Riding bicycles on roadways and bicycle paths).

Further, Alaska Statute § 28.90.990(20) defines a “motor vehicle” as “a vehicle which is self-propelled except a vehicle moved by human or animal power.”⁹ Only certain classes of e-bikes, which are self-propelled, may fit this definition.¹⁰ However, e-motos, which lack functional pedals and are self-propelled, are properly classified as “motor vehicles.”¹¹

Fairbanks General Code (FGC) § 78-578 provides: “No person shall operate a motor vehicle, motorbike or motor-driven cycle in any park, playground, school ground or bicycle path within the city except upon pathways specifically designated for such purpose”¹²

Although not all e-bikes clearly fit into the definition of “motor vehicle,” FGC § 78-578 clearly prohibits e-motos from operating in City parks and on bicycle paths.¹³

FGC § 78-578 is somewhat outdated, as it was adopted prior to the incorporation of the Fairbanks North Star Borough, which has present authority over nearly all parks, playgrounds, and school grounds in the City.

The violation of 13 AAC 02.487 or FGC § 78-578 is an infraction, punishable by a maximum fine of \$300.¹⁴ An infraction is not a criminal offense.¹⁵

In 2023, Governor Dunleavy vetoed legislation which would have clarified the law and applied “bicycle” regulations to “electric-assisted bicycles” (also known as e-bikes).¹⁶ The Governor felt such legislation “create[d] unnecessary bureaucracy by regulating a recreational activity.”¹⁷

If Council would like to explore this issue further, additional research would be required. I am happy to assist the Council if that is the direction chosen.

Respectfully,



Kaylee Stickel
Deputy City Attorney

⁹ AS § 28.90.990(20).

¹⁰ *See id.*

¹¹ *See id; supra* n. 1. Generally, e-motos lack functional pedals and are fully self-propelled.

¹² FGC § 78-578. Neither the FGC nor state law defines a “motorbike.” Alaska Statute § 28.90.990(22) defines a “motor-driven cycle” as “a motorcycle, motor scooter, motorized bicycle, or similar conveyance with a motor attached and having an engine with 50 or less cubic centimeters of displacement” (CCs). AS § 28.90.990(22). E-bikes and e-motos fall outside the definition of “motor-driven cycle” because the size of an electric engine is measured in watts and not CCs.

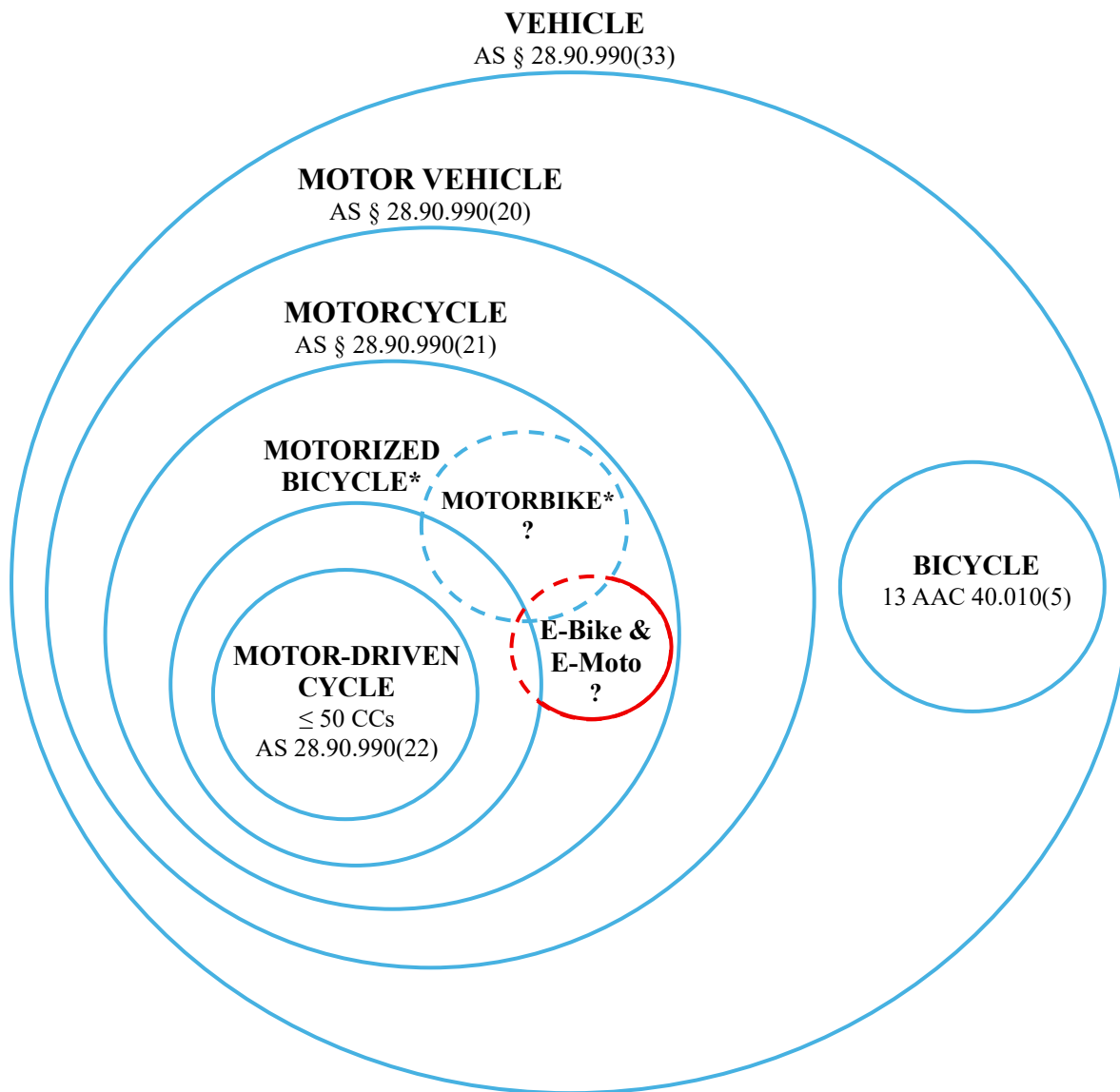
¹³ *See* FGC § 78-578.

¹⁴ AS § 28.90.010(c); *see also* FGC § 78-37.

¹⁵ AS § 28.90.010(d).

¹⁶ SCS HB 8(STA), 33rd Leg., Reg. Sess. (Alaska 2023).

¹⁷ Letter from Mike Dunleavy, Governor of the State of Alaska, to Cathy Tilton, Speaker of the House (July 20, 2023).



CLASSIFICATIONS OF VEHICLES IN ALASKA LAW

Vehicle – “a device in, upon, or by which a person or property may be transported or drawn upon or immediately over a highway or vehicular way or area”
AS § 28.90.990(33)

Bicycle – “a vehicle propelled exclusively by human power upon which a person may ride, having two tandem wheels or three wheels in contact with the ground, except scooters and similar devices”
13 AAC 40.010(5)

Motor Vehicle – “a vehicle which is self-propelled except a vehicle moved by human or animal power”
AS § 28.90.990(20)

Motorcycle – “a vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground . . .”
AS § 28.90.990(21)

Motor-Driven Cycle – “a motorcycle, motor scooter, motorized bicycle, or similar conveyance with a motor attached and having an engine with 50 or less cubic centimeters of displacement”
AS 28.90.990(22)

*Although mentioned in state or local law, these terms are not defined by laws governing the use of public space, such as sidewalks and roads, in the City.
13 AAC 02.422 states: “A person driving a motorcycle, a motor-driven cycle, or a motorized bicycle has the rights and is subject to the duties applicable to the driver of a vehicle under this chapter”
FGC § 78-578 states: “No person shall operate a motor vehicle, motorbike or motor-driven cycle in any park, playground, school ground or bicycle path within the city except upon pathways specifically designated for such purpose”

WHERE DO E-BIKES AND E-MOTOS FIT? As shown above, Alaska classifies a “motor-driven cycle” based on the size of its engine in terms of “cubic centimeters of displacement” (CCs). Although “motorized bicycle” is not defined, Alaska law discusses motorized bicycles in terms of CCs. E-bikes and e-motos do not neatly fit into this classification system because the size of an electric engine is measured in watts and not CCs. Due to the outdated definitions, Alaska laws regulating motor-propelled bicycles do not clearly apply to e-bikes and e-motos. However, for the purposes of regulation, e-bikes and e-motos are properly classified as vehicles, motor vehicles, and/or motorcycles within the meaning of Alaska law.