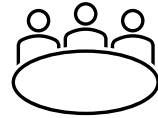




**FAIRBANKS CITY COUNCIL
REGULAR WORK SESSION AGENDA
TUESDAY, SEPTEMBER 23, 2025 AT 7 A.M.**

MEETING WILL BE HELD VIA [ZOOM WEBINAR](#)
AND AT FAIRBANKS CITY COUNCIL CHAMBERS
800 CUSHMAN STREET, FAIRBANKS, ALASKA



-
1. Roll Call
 2. Ordinance No. 6325, as Amended – An Ordinance Amending Fairbanks General Code Section 2-63, Succession to Office of Acting Mayor, and Section 2-64, Salary of Acting Mayor. [postponed to September 29]
 3. Ordinance No. 6326 – An Ordinance Amending Fairbanks General Code Section 14-433 Rotation Tow List Eligibility Requirements. [advanced to September 29]
 4. Ordinance No. 6327 – An Ordinance Enacting Fairbanks General Code Chapter 25 Emergency Operations. [advanced to September 29]
 5. Resolution No. 5186 – A Resolution Authorizing the City of Fairbanks to Apply for Funds from the T-Mobile Hometown Grant Program. [not introduced]
 6. Resolution No. 5187 – A Resolution in Recognition of and Appreciation for Pearl Watson, the Official Hostess of the City of Fairbanks. [not introduced]
 7. Resolution No. 5188 – A Resolution Authorizing the City of Fairbanks to Apply and Accept Funds from the FY2024 Congressionally Directed Spending (CDS) Appropriations for the Wastewater Biosolids Treatment Project. [not introduced]
 8. Resolution No. 5189 – A Resolution Approving the Purchase of Lots 9 and 10, Block 6, of the Johnston Subdivision, Also Known As 1725 Willow Street. [not introduced]
 9. Ordinance No. 6328 – An Ordinance Amending the 2025 Operating and Capital Budgets for the Third Time. [not introduced]
 10. Polaris Site RFP discussion with Eric Hovee
 11. Discussion on FEDC Funding
 12. Finance Committee Report
 13. Mayor and Councilmember Comments
 14. Next Regular Work Session – Tuesday, October 7, 2025, 7:00 a.m.
 15. Adjournment

ORDINANCE NO. 6325, AS AMENDED

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
SECTION 2-63, SUCCESSION TO OFFICE OF ACTING MAYOR, AND
SECTION 2-64, SALARY OF ACTING MAYOR**

WHEREAS, AS 29.20.280 and Section 4.1.3 of the City of Fairbanks Charter defines when a vacancy in the Office of the Mayor occurs; and

WHEREAS, both AS 29.20.280 and Section 4.1.3 of the Charter require the Council to fill a vacancy in the Office of the Mayor occurring within six months before a regular election; and

WHEREAS, Fairbanks General Code Sec. 2-63 and 2-64 refer to the Office of the Acting Mayor, but the process for unanticipated succession of the mayor is not clearly defined; and

WHEREAS, the City needs clear succession procedures should the mayor be unable to perform the duties of the office.

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

SECTION 1. Fairbanks General Code Section 2-63 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-63. - Succession to office of ~~acting~~ mayor pro tempore.

Should the office of ~~acting~~ **the** mayor become vacant, ~~or should both the mayor and acting mayor be absent or unable to perform the duties of the office of mayor~~ **as defined in the Charter at Section 4.1.3,** the order of interim succession shall be determined as follows:

- (1) The councilmember with the longest total period of tenure in office shall assume the office of mayor pro tempore.
- (2) Should more than one councilmember have the same total period of tenure in office, that councilmember who received the largest plurality at the time of ~~his~~ **their** more recent election shall assume the office of mayor pro tempore.

SECTION 2. Fairbanks General Code Section 2-64 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 2-64. - Salary of ~~acting~~ mayor pro tempore.

~~The acting mayor shall receive the same salary as other councilmembers; however, during the period when he is acting as the mayor, he shall receive an expense allowance of \$10.00 per day.~~ **While serving as mayor pro tempore, the former councilmember will receive one half of the salary the mayor would have received for the same time period along with all other benefits typically provided to the mayor.**

SECTION 3. The effective date of this ordinance is six days after adoption.

David Pruhs, 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. 6325, AS AMENDED
(PROPOSED SUBSTITUTE)**

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
SECTION 2-63, SUCCESSION TO OFFICE OF ACTING MAYOR, ~~AND~~
~~SECTION 2-64, SALARY OF ACTING MAYOR~~**

WHEREAS, AS 29.20.280 and Section 4.1.3 of the City of Fairbanks Charter defines when a vacancy in the Office of the Mayor occurs; and

WHEREAS, both AS 29.20.280 and Section 4.1.3 of the Charter require the Council to fill a vacancy in the Office of the Mayor occurring within six months before a regular election; and

WHEREAS, Fairbanks General Code Sec. 2-63 and 2-64 refer to the Office of the Acting Mayor, but the process for unanticipated succession of the mayor is not clearly defined; and

WHEREAS, the City needs clear succession procedures should the mayor be unable to perform the duties of the office.

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

SECTION 1. Fairbanks General Code Section 2-63 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-63. - Succession to office of ~~acting-mayor~~ pro tempore.

Should the office of ~~acting~~ **the** mayor become vacant, ~~or should both the mayor and acting mayor be absent or unable to perform the duties of the office of mayor as defined in the Charter at Section 4.1.3,~~ the order of interim succession shall be determined as follows:

- (1) The **Chief of Staff** ~~councilmember~~ with the longest total period of tenure in office shall assume the office of mayor pro tempore **until the office of the mayor has been filled by the council or by special election.**
- (2) ~~Should more than one councilmember have the same total period of tenure in office, that councilmember who received the largest plurality at the time of his~~ **their** ~~more recent election shall assume the office of mayor pro tempore.~~

SECTION 2. Fairbanks General Code Section 2-64 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~strikethrough~~ font]:

Sec. 2-64. -- Salary of acting mayor pro tempore.

The acting mayor shall receive the same salary as other councilmembers; however, during the period when he is acting as the mayor, he shall receive an expense allowance of \$10.00 per day. **While serving as mayor pro tempore, the former councilmember will receive one half of the salary the mayor would have received for the same time period along with all other benefits typically provided to the mayor.**

SECTION 3. The effective date of this ordinance is six days after adoption.

David Pruhs, 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. 6326

**AN ORDINANCE AMENDING FAIRBANKS GENERAL CODE
SEC. 14-433 ROTATION TOW LIST ELIGIBILITY REQUIREMENTS**

WHEREAS, the City of Fairbanks desires to protect citizens by regulating basic standards and fees for companies participating in the rotation tow list, for towing companies providing nonconsensual towing services, and for companies bidding on the City's towing and impound contract; and

WHEREAS, Ordinance Number 6312, As Amended, adopted on April 14, 2025, added that a towing company must have a secured and monitored impound lot within 10 miles driving distance from Fairbanks City Hall available by October 31, 2025 to be eligible for the rotation tow list; and

WHEREAS, the intent of the new requirement was to safeguard citizens' interests, not create unnecessary obstacles for local businesses.

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

Section 1. Fairbanks General Code Sec. 14-433 is hereby amended as follows [new text in **bold/underline** font; deleted text in ~~striketrough~~ font]:

Sec. 14-433. Rotation tow list eligibility requirements.

(a) To be placed on the City rotation tow list, a towing company must:

1. Have a Master Operator's License and a City business license.
2. Be available to respond to calls for service 24 hours per day.
3. Maintain insurance minimums required by the City.
4. Have a secured and monitored impound lot within 10 miles driving distance from Fairbanks City Hall available by ~~October 31, 2025~~ **July 1, 2026**.

(b) A towing company may not, in response to a rotation tow list call for towing services, subcontract those services to another towing company.

(c) A towing company may be removed from the rotation tow list if it is continually non-responsive or if the City receives an unreasonable number of customer complaints for failure to comply with the requirements set forth in this Article.

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

David Pruhs, 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. 6327

**AN ORDINANCE ENACTING FAIRBANKS GENERAL CODE
CHAPTER 25 EMERGENCY OPERATIONS**

WHEREAS, Alaska Statute 26.23.140 *Local disaster emergencies* authorizes local political subdivisions to address emergencies; and

WHEREAS, the City intends to enact national best practices related to disaster preparedness and emergency operations to better serve the community during times of crisis.

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

SECTION 1. The Fairbanks General Code is amended adding a new chapter, Chapter 25 Emergency Operations, as follows:

Chapter 25 – EMERGENCY OPERATIONS

ARTICLE I. EMERGENCY DECLARATION

Sec. 25-1. State of Emergency Definition

A state of emergency is defined as: Any natural disaster or manmade calamity, including flood, fire, weather event, earthquake, riot, or explosion within the city or immediately threatening inhabitants of the city, which has or may result in the death, injury, or the destruction of property to such an extent that extraordinary measures must be taken to protect public order, safety and welfare.

Sec. 25-2. Authority to issue, amend, and rescind an emergency proclamation

- a. **Whenever the mayor determines that a state of emergency as defined in section 25-1 exists, he or she may declare by proclamation the existence of the emergency. The proclamation may cover the prevention, response, and recovery phases of the emergency. The mayor may subsequently amend the proclamation; however, both the original proclamation and any subsequent amendments must include an indication of the nature of the emergency, the area threatened or affected, the conditions that have brought the emergency about, and the conditions that make possible the termination of the emergency.**
- b. **Additionally, the mayor has the power to impose by proclamation any regulations, warnings, advisories, orders, and penalties necessary to prevent disorder and forestall or mitigate imminent or existing danger to public health, safety, or property. At all times when the declaration of the emergency is in effect, regulations made pursuant to this Article supersede existing ordinances, rules, orders,**

regulations, contractual obligations, and policies to the extent that there is a conflict or inconsistency therewith. If entry into private and/or public property is necessary to mitigate the disaster, all persons authorized to carry out emergency measures are authorized to enter the property to perform appropriate tasks without the consent of the owners of the land or buildings.

- c. The mayor may rescind the declaration of an emergency at any time by proclamation.
 - (1) Any proclamation declaring an emergency, providing an amendment, imposing regulations, or rescinding the declaration of emergency must: be given promptly, publicly announced, and widely disseminated publicly through applicable media outlets and with copies of the proclamation available at City Hall or designated public place(s); and
 - (2) be filed with the Alaska Division of Homeland Security and Emergency Management and City clerk in accordance with AS 26.23.140 and be disseminated to Council Members.
- d. The proclamation activates the City's Emergency Operations Plan (EOP). The EOP was adopted by resolution and is reviewed, amended, and published periodically by the City administration.
- e. The state of emergency may remain in place for up to seven days unless the city council extends the state of emergency by resolution.
- f. The city council by resolution may declare that the emergency no longer exists.

ARTICLE II. EVACUATION/SHELTER IN PLACE/CURFEW ORDERS; PENALTIES; APPEALS

Sec. 25-3. Evacuation/shelter in place orders/curfew orders

- a. The mayor or fire chief may issue evacuation advisories, warnings, and orders along with prescribed routes and preferred destinations to prevent the loss of life during an emergency affecting a specific area.
- b. The mayor or fire chief or police chief may issue temporary shelter in place advisories, warnings, and orders to prevent the loss of life during an emergency.
- c. The mayor or fire chief or police chief may issue curfew orders during an emergency.

Sec. 25-4. Penalties and appeals

- a. The mayor may establish penalties not to exceed \$500 for violating emergency regulations and orders.

- b. Any person assessed with a fine related to an emergency order may seek administrative relief from the city mayor or chief of staff who may waive penalties in whole or in part. Any person not satisfied with the appeal decision may appeal to the city council within 30 days of the decision.

ARTICLE III. RESOURCE MANAGEMENT

Sec. 25-5. Declared emergency procurement procedures

- a. Following a declared state of emergency, the mayor or mayor's designee may award contracts and make purchases up to \$1,000,000 to mitigate imminent threat to life or property.
- b. A detailed report of emergency procurements made during a declared emergency will be provided to the city council at each city council meeting or work session until the emergency has concluded.
- c. Emergency procurement related to a declared state of emergency will follow emergency purchasing standards established in Sec. 54-246.
- d. The city council may award contracts that exceed the mayor's emergency authority through a resolution.
- e. The city council may appropriate additional funds for emergency procurement through an ordinance. During a declared emergency in accordance with Sec. 3.6 of the City of Fairbanks Charter, the city council may motion for suspension of the rules, and upon the unanimous affirmative vote of all members in attendance any ordinance may be introduced, amended and adopted during that single meeting.

Sec. 25-6. Hiring of personnel pursuant to a declared emergency

- a. Following a declared state of emergency, the mayor or mayor's designee may recruit and hire temporary employees to mitigate imminent threats, to maintain crucial City operations, or to assist in recovery efforts.
- b. Only the city council may extend the service of the temporary employees beyond the declared emergency.
- c. The total combined wages and benefits of all temporary employees hired for the emergency cannot exceed \$250,000 without approval from the city council.

ARTICLE IV. INCIDENT MANAGEMENT

Sec. 25-7. Off-site incident management

- a. During a declared state of emergency, the mayor and/or chief of staff has the authority to make strategic decisions, develop policy, commit resources, obligate funds, and command the human resources necessary to protect the population, mitigate threats, stop the spread of damage, and preserve the environment.
- b. In a multiagency or multijurisdictional emergency event, the mayor, chief of staff, or other designee(s) may represent the City in appropriate Multiagency Coordination Groups (MAC), policy groups, advisory councils, or similar coordination entities.
- c. The mayor, chief of staff, or fire chief (acting as the emergency manager) may direct the initiation of a virtual or physical Emergency Operations Center (EOC) to facilitate strategic planning, to consolidate/analyze/share information, to approve/allocate/track resources, to increase coordination, and to provide policy direction related to the declared emergency. At a minimum an EOC will have finance, logistics, operations, and planning/intelligence components.
- d. The mayor, chief of staff, or public information officer may establish a virtual or physical information center to facilitate public affairs functions during a declared emergency.
- e. The mayor or chief of staff will delegate authorities as appropriate to the on-site incident commander.

Sec. 25-8. On-site incident management

- a. During a declared state of emergency, the mayor or chief of staff may delegate authority to an incident commander. The incident commander may be authorized to oversee on-scene operations, make tactical decisions, set on-scene priorities, request additional support, relay relevant information, command resources, and lead other functions as needed to address the emergency.
- b. An incident commander does not have to be the most qualified or senior ranking person on the scene, but should have known leadership/supervisory skills, a clear understanding of their authorities, and a deep knowledge of City policies and code.
- c. The mayor or chief of staff may use a predesignated incident commander(s). Predesignated incident commanders are capable of rapidly assuming command due to their senior position, knowledge, and skill. The following personnel are considered to be predesignated incident commanders and will be prepared to assume the role of incident commander: fire chief, assistant fire chief, police chief, deputy police chief, and public works director. Predesignated incident commanders will be experts in

their respective fields, be accustomed to leading large groups with complex tasks, and will have a general understanding of the Incident Command System (ICS).

- d. The responsibility and authority of command may be transferred from one incident commander to another as the emergency progresses. The transfer of command should be done in a way that minimizes any disruption to on-going emergency operations.**
- e. The incident commander may establish an Incident Command Post (ICP).**
- f. In multijurisdictional responses, the incident commander may participate in a Unified Command with other incident commanders.**

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

David Pruhs, City Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

Introduced by: Mayor David Pruhs
Introduced: September 29, 2025

RESOLUTION NO. 5186

A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR FUNDS FROM THE T-MOBILE HOMETOWN GRANT PROGRAM

WHEREAS, the T-Mobile Hometown Grant Program is available for non-profits and municipalities for revitalizing historic structures, creating a downtown destination, or improving gathering spaces; and

WHEREAS, the City of Fairbanks plans to apply for \$50,000 for construction and streetscape installation related to interim use of the Polaris site; and

WHEREAS, the City of Fairbanks plans to move the streetscape project to Turner St when no longer needed at the Polaris site; and

WHEREAS, projects must be completed within 12 months and there is no match requirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for this grant.

PASSED and APPROVED this 29th Day of September 2025.

David Pruhs, City 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
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5186

Abbreviated Title: T-Mobile Hometown Grant Program

Department(s): _____

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	Contracts	Personnel	Other Costs	Total
Construction and installation of streetscape project	\$50,000			\$50,000
TOTAL	\$50,000			\$50,000

FUNDING SOURCE:	Contracts	Personnel	Other Costs	Total
Grant Fund (Local)	\$50,000			\$50,000
TOTAL	\$50,000			\$50,000

The operations and maintenance costs associated with the project will be performed by Public Works and incorporated into the General Fund budget

Reviewed by Finance Department:

Initial sf

Date 9/2/2025

RESOLUTION NO. 5187

**A RESOLUTION IN RECOGNITION OF AND APPRECIATION
FOR PEARL WATSON, THE OFFICIAL HOSTESS OF THE
CITY OF FAIRBANKS**

WHEREAS, Pearl Watson made lasting and meaningful contributions to the Fairbanks community as a long-time resident; and

WHEREAS, over her more than 70 years in Fairbanks, Pearl organized numerous charitable drives and was recognized with a medal from the National Boy Scouts for her exceptional efforts; and

WHEREAS, Pearl earned her degree from the University of Alaska Fairbanks, where she worked to transcribe Alaska Native history for the UAF Museum, demonstrating a deep respect for and commitment to the rich cultural heritage of the Fairbanks area; and

WHEREAS, she further served the community through her leadership roles as President of the St. Joseph Hospital Women's Auxiliary and the Junior Women's Club; and

WHEREAS, Pearl was involved in several civic and social organizations, including the Interior Alaska Sourdoughs, the Elks, and the American Legion Auxiliary; and

WHEREAS, she dedicated her time and energy to the Fairbanks Senior Center and the Fairbanks Pioneer Home, while also remaining a devoted member of her church and a loving presence within her family; and

WHEREAS, Pearl was appointed as the official City Hostess of Fairbanks on July 20, 2015, by then-Mayor John Eberhart, and proudly represented the City with warmth, diplomacy, and grace; and

WHEREAS, Pearl Watson exemplified the spirit of Fairbanks through her kindness, generosity, and welcoming nature; and

WHEREAS, on August 28, 2025, Pearl Watson passed away at the age of 99, leaving behind a legacy of service, compassion, and community pride.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of Fairbanks honor and remember City Hostess Pearl Watson—an extraordinary woman and a true Fairbanksan—for her lifelong dedication, outstanding contributions, and unwavering service to the Fairbanks community and its citizens.

PEARL R. WATSON
City of Fairbanks Official Hostess, 2015 - 2025

BE IT FURTHER RESOLVED that the effective date of this resolution is six days after adoption.

David Pruhs, City Mayor

AYES:

NAYS:

ABSENT:

APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

Introduced by: Mayor David Pruhs
Introduced: September 29, 2025

RESOLUTION NO. 5188

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY
AND ACCEPT FUNDS FROM THE FY2024 CONGRESSIONALLY
DIRECTED SPENDING (CDS) APPROPRIATIONS FOR THE
WASTEWATER BIOSOLIDS TREATMENT PROJECT**

WHEREAS, the City of Fairbanks has been notified of a FY2024 Congressionally Directed Spending (CDS) award for the City of Fairbanks Wastewater Biosolids Treatment Project; and

WHEREAS, the \$1.5 million award will be used for Golden Heart Utilities (GHU) purchase of pilot equipment containing a rotary drum thermal remediation unit to treat biosolids to be installed within the Wastewater Treatment Center owned by the City of Fairbanks and leased by GHU; and

WHEREAS, the City of Fairbanks must officially apply for the award by submitting a work plan to be approved by the EPA project officer; and

WHEREAS, there is no match requirement.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the Mayor or his designee is authorized to execute any and all documents required for requesting funds on behalf of the City for this grant.

PASSED and APPROVED this 29th Day of September 2025.

David Pruhs, City 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
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 5188

Abbreviated Title: Wastewater Biosolids Treatment Project

Department(s): _____

Does the adoption of this ordinance or resolution authorize:

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

2) additional support or maintenance costs? Yes _____ No X

If yes, what is the estimate? see below

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

If yes, how many positions? _____

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

II. FINANCIAL DETAIL:

PROJECTS:	Equipment	Contracts	Other Costs	Total
Thermal Remediation Unit	\$1,500,000			\$1,500,000
TOTAL	\$1,500,000			\$1,500,000

FUNDING SOURCE:	Equipment	Contracts	Other Costs	Total
Grant Fund (Federal)	\$1,500,000			\$1,500,000
TOTAL	\$1,500,000			\$1,500,000

The operations and maintenance costs will be paid by GHU.

Reviewed by Finance Department:

Initial sf

Date 9/2/2025

RESOLUTION NO. 5189

**A RESOLUTION APPROVING THE PURCHASE OF LOTS 9 and 10,
BLOCK 6, OF THE JOHNSTON SUBDIVISION, ALSO KNOWN AS
1725 WILLOW STREET**

WHEREAS, Mike Balough has a fee simple interest in the real property known as Lots 9 and 10, Block 6 of JOHNSTON SUBDIVISION AND ADDITION, that includes approximately 0.186 acres, as shown by the plat attached as Exhibit A; and

WHEREAS, by Power of Attorney executed on June 3, 2022, attached as Exhibit B, Mike Balough has authorized his daughter, Tiffany Balough, to sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; or otherwise grant or dispose of an interest in real property or a right incidental to real property; and

WHEREAS, through that same Power of Attorney Mike Balough has authorized his daughter, Tiffany Balough, to sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; or otherwise dispose of tangible personal property or an interest in tangible personal property; and

WHEREAS, the Real Property has been the subject of numerous complaints from neighbors and community members over the years and in the recent past concerning accumulated litter, trash, and personal property, has contained numerous inoperable vehicles for long periods, and upon which have been located dangerous buildings; and

WHEREAS, on August 4, 2025, the City provided notice that the property had been deemed a blighted property under Fairbanks General Code §10-208; and

WHEREAS, given the scale of the conditions that have contributed to it being designated a blighted property, over \$100,000 is estimated to be needed to address the abatement; and

WHEREAS, Resolution 4541 adopted on August 6, 2012, placed a lien on the property in the amount of \$30,819.89 to recover the City's abatement costs and, at the statutory interest rate of 10.5% per annum, the total now due is \$124,710.49, and the City will be writing that lien off as a loss by purchasing the property; and

WHEREAS, Tiffany Balough, acting as Mike Balough's Power of Attorney, offered to convey the property to the City of Fairbanks, rather than subject her father or his future estate to the prior lien, current cleanup efforts, and associated costs; and

WHEREAS, Section 8.1 of the Charter of the City of Fairbanks provides authority for the City to purchase property and directs the Council to prescribe procedures; and

WHEREAS, Chapter 70, Article II of the Fairbanks General Code provides procedures for the City to acquire real property with Section 70-37(b) requiring City Council approval by resolution of an acquisition of real property purchased in whole or in part by cash; and

WHEREAS, FGC § 70-37(b) requires a title abstract and the value of the property assessed by the Fairbanks North Star Borough, and to satisfy those requirements, the Chain of Title Report and Combined Commitment, along with the Borough's Assessment History, are attached as Exhibits C, D, and E respectively; and

WHEREAS, FGC § 70-37(b) also requires that a review of any problems in the acquisition be provided to Council to help support the decision whether to acquire the property, and to satisfy that requirement, the Mayor will provide an oral report to the Council.

NOW, THEREFORE, BE IT RESOLVED that the Fairbanks City Council approves the purchase of Lots 9 and 10, Block 6 of JOHNSTON SUBDIVISION AND ADDITION.

PASSED and **APPROVED** this ____ day of _____ 2025.

David Pruhs, Mayor

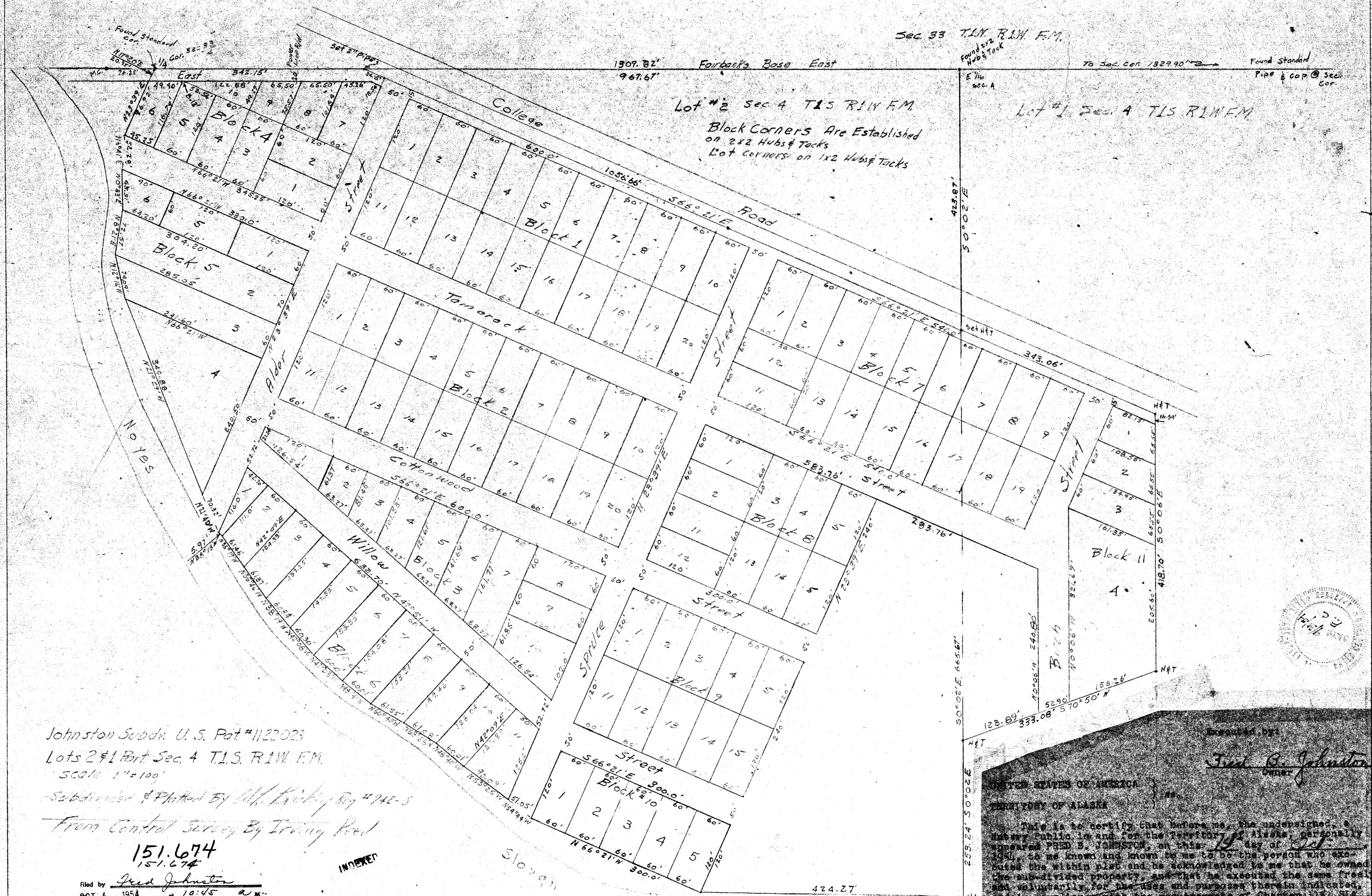
AYES:
NAYS:
ABSTAIN:
ABSENT:
APPROVED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, CMC, City Clerk

Thomas A. Chard II, City Attorney



Johnstone Subdv. U.S. Pat #1122023
 Lots 2 & 1 Part Sec. 4 T1S. R1W. FM.
 Scale 1"=100'
 Subdivided & Plotted By Wm. L. Lacey Reg #740-5
 From Control Survey By Irving Reed

151.674
 151.674

Filed by Irving Reed
 OCT 4 1954 at 10:45 A.M.
 and recorded in Vol. 1 of Plats
 Recording District of Alaska
Le Deane Marshall
 Recorder

INDEXED



Examined by
Fred B. Johnston
 Owner

UNITED STATES OF AMERICA
 TERRITORY OF ALASKA
 This is to certify that before me, the undersigned, a Notary Public in and for the Territory of Alaska, personally appeared FRED B. JOHNSTON, on this 15th day of October, 1954, to me known and known to me to be the person who executes the within plat and he acknowledged to me that he owned the subdivided property, and that he executed the same freely and voluntarily for the uses and purposes therein indicated, and in compliance with the requirements of Chapter 115, S.A.S., 1953.
 Witness my hand and notarial seal this 15th day of October, 1954.
Irving Reed
 Notary Public in and for the Territory of Alaska. My commission expires June 12, 1956.

DURABLE FINANCIAL POWER OF ATTORNEY

I, Mike Balough of 1725 Willow St, Fairbanks , Alaska, 99701 (hereinafter known as the "Principal"), **HEREBY DESIGNATE** Tiffany Balough of 24111 21st Ave S, Des Moines, Washington, 98198, (hereinafter known as the "Agent"), to act as the Agent for the Principal's benefit, and shall exercise powers in the Principal's best interest and general welfare, as a fiduciary.

APPOINTMENT OF ALTERNATE AGENT

There shall be no other individuals authorized to make financial decisions on the Principal's behalf.

THE PRINCIPAL DELEGATES THE FOLLOWING POWERS TO THE AGENT

(The Principal must **Initial** in the preceding space to all the powers (**IN BOLD**) if either granted or negated)



BANKING - In regards to banking activities, the Principal authorizes the Agent to:

Continue, modify, and terminate an account or other banking arrangement made by or on behalf of the Principal;

Establish, modify, and terminate an account or other banking arrangements with a bank, trust company, savings and loan association, credit union, thrift company, brokerage firm, or other financial institution selected by the Agent;

Contract for services available from a financial institution, including renting a safe deposit box or space in a vault;

Withdraw, by check, order, electronic funds transfer, or otherwise, money or property of the Principal deposited with or left in the custody of a financial institution;

Receive statements of account, vouchers, notices, and similar documents from a financial institution and act with respect to them;

Enter a safe deposit box or vault and withdraw or add to the contents;


Borrow money and pledge as security personal property of the Principal necessary to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Make, assign, draw, endorse, discount, guarantee, and negotiate promissory notes, checks, drafts, and other negotiable or nonnegotiable paper of the Principal or payable to the Principal or the Principal's order, transfer money, receive the cash or other proceeds of those transactions, and accept a draft drawn by a person upon the Principal and pay it when due;

Receive for the Principal and act upon a sight draft, warehouse receipt, or other document of title whether tangible or electronic, or other negotiable or nonnegotiable instrument;

Apply for, receive, and use letters of credit, credit and debit cards, electronic transaction authorizations, and traveler's checks from a financial institution and give an indemnity or other agreement in connection with letters of credit; and

Consent to an extension of the time of payment with respect to commercial paper or a financial transaction with a financial institution.

 **BUSINESS INTEREST** - In regards to business-related activities, the Principal authorizes the Agent to:

Operate, buy, sell, enlarge, reduce, or terminate an ownership interest;

Perform a duty or discharge a liability and exercise in person or by proxy a right, power, privilege, or option that the Principal has, may have, or claims to have;

Enforce the terms of an ownership agreement;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party because of an ownership interest;

Exercise in person or by proxy, or enforce by litigation or otherwise, a right, power, privilege, or option the Principal has or claims to have as the holder of stocks and bonds;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to which the Principal is a party concerning stocks and bonds;

With respect to an entity or business owned solely by the Principal:

- i. Continue, modify, renegotiate, extend, and terminate a contract made by or on behalf of the Principal with respect to the entity or business before execution of the power of attorney;
- ii. determine:
 - a. The location of its operation;
 - b. The nature and extent of its business;
 - c. The methods of manufacturing, selling, merchandising, financing, accounting, and advertising employed in its operation;
 - d. The amount and types of insurance carried; and
 - e. The mode of engaging, compensating, and dealing with its employees and accountants, attorneys, or other advisors;

Change the name or form of organization under which the entity or business is operated and enter into an ownership agreement with other persons to take over all or part of the operation of the entity or business; and

Demand and receive money due or claimed by the Principal or on the Principal's behalf in the operation of the entity or business and control and disburse the money in the operation of the entity or business;

Put additional capital into an entity or business in which the Principal has an interest;

Join in a plan of reorganization, consolidation, conversion, domestication, or merger of the entity or business;

Sell or liquidate all or part of an entity or business;

Establish the value of an entity or business under a buy-out agreement to which the Principal is a party;

Prepare, sign, file, and deliver reports, compilations of information, returns, or other papers with respect to an entity or business and make related payments; and

Pay, compromise, or contest taxes, assessments, fines, or penalties and perform any other act to protect the Principal from illegal or unnecessary taxation, assessments, fines, or penalties, with respect to an entity or business, including attempts to recover, in any manner permitted by law, money paid before or after the execution of the power of attorney.

MB **SAFE DEPOSIT BOX** - The Principal authorizes the Agent to have access, at anytime, to any safe-deposit box rented by the Principal or to which (s)he may have access, wheresoever located, including drilling, if necessary, and to remove all or any part of the contents thereof, and to surrender or relinquish said safe-deposit box; and any institution in which any such safe-deposit box may be located shall not incur any liability the Principal or their estate as a result of permitting the Agent to exercise this power.

MB **STOCKS AND BONDS** - In regards to stocks and bonds, the Principal authorizes the Agent to:

Buy, sell, and exchange stocks and bonds;

Establish, continue, modify, or terminate an account with respect to stocks and bonds;

Pledge stocks and bonds as security to borrow, pay, renew, or extend the time of payment of a debt of the Principal;

Receive certificates and other evidences of ownership with respect to stocks and bonds; and

Exercise voting rights with respect to stocks and bonds in person or by proxy, enter into voting trusts, and consent to limitations on the right to vote.

MB **COMMODITIES AND OPTIONS** - In regards to commodities and options, the Principal authorizes the Agent to buy, sell, exchange, assign, settle, and exercise commodity futures contracts and call or put options on stocks or stock indexes traded on a regulated option exchange; and establish, continue, modify, and terminate option accounts.

MB **CLAIMS AND LITIGATION** - In regards to claims and litigation, the Principal authorizes the Agent to:

Assert and maintain before a court or administrative agency a claim, claim for relief, cause of action, counterclaim, offset, recoupment, or defense, including an action to recover property or other thing of

value, recover damages sustained by the Principal, eliminate or modify tax liability, or seek an injunction, specific performance, or other relief;

Bring an action to determine adverse claims or intervene or otherwise participate in litigation;

Seek an attachment, garnishment, order of arrest, or other preliminary, provisional, or intermediate relief and use an available procedure to effect or satisfy a judgment, order, or decree;

Make or accept a tender, offer of judgment, or admission of facts, submit a controversy on an agreed statement of facts, consent to examination, and bind the Principal in litigation;


Submit to alternative dispute resolution, settle, and propose or accept a compromise;


Waive the issuance and service of process upon the Principal, accept service of process, appear for the Principal, designate persons upon which process directed to the Principal may be served, execute and file or deliver stipulations on the Principal's behalf, verify pleadings, seek appellate review, procure and give surety and indemnity bonds, contract and pay for the preparation and printing of records and briefs, receive, execute, and file or deliver a consent, waiver, release, confession of judgment, satisfaction of judgment, notice, agreement, or other instrument in connection with the prosecution, settlement, or defense of a claim or litigation;

Act for the Principal with respect to bankruptcy or insolvency, whether voluntary or involuntary, concerning the Principal or some other person, or with respect to a reorganization, receivership, or application for the appointment of a receiver or trustee which affects an interest of the Principal in property or other thing of value;

Pay a judgment, award, or order against the Principal or a settlement made in connection with a claim or litigation; and

Receive money or other thing of value paid in settlement of or as proceeds of a claim or litigation.

 **LENDING & BORROWING** - In regards to loans, borrowing money, and promissory notes: the Principal authorizes the Agent to make loans in the Principal's name; to borrow money in the Principal's name, individually or jointly with others; to give promissory notes or other obligations therefor; and to deposit or mortgage as collateral or for security for the payment thereof any or all of the Principal's securities, real estate, personal property, or other property of whatever nature and wherever situated, held by the Principal personally or in trust for their benefit.

 **GOVERNMENT BENEFITS** - In regards to Government benefits, the Principal authorizes the Agent to:

Execute vouchers in the name of the Principal for allowances and reimbursements payable by the United States or a foreign government or by a state or subdivision of a state to the Principal, including allowances and reimbursements for transportation of individuals considered relatives or family, and for shipment of their household effects;

Take possession and order the removal and shipment of property of the Principal from a post, warehouse, depot, dock, or other place of storage or safekeeping, either governmental or private, and

execute and deliver a release, voucher, receipt, bill of lading, shipping ticket, certificate, or other instrument for that purpose;

Enroll in, apply for, select, reject, change, amend, or discontinue, on the Principal's behalf, a benefit or program not limited but including Social Security, Medicare, Medicaid, and any Military Benefits;

Prepare, file, and maintain a claim of the Principal for a benefit or assistance, financial or otherwise, to which the Principal may be entitled under a statute or regulation;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation concerning any benefit or assistance the Principal may be entitled to receive under a statute or regulation; and

Receive the financial proceeds of a claim described in this section and conserve, invest, disburse, or use for a lawful purpose anything so received.

MB **RETIREMENT PLANS** - The Principal authorizes the Agent authority over retirement plans defined as:

A plan or account created by an employer, the Principal, or another individual to provide retirement benefits or deferred compensation of which the Principal is a participant, beneficiary, or owner, including a plan or account under the following sections of the Internal Revenue Code:

An individual retirement account under Internal Revenue Code Section 408, 26 U.S.C. Section 408, as amended;

A Roth individual retirement account under Internal Revenue Code Section 408A, 26 U.S.C. Section 408A, as amended;

A deemed individual retirement account under Internal Revenue Code Section 408(q), 26 U.S.C. Section 408(q), as amended;

An annuity or mutual fund custodial account under Internal Revenue Code Section 403(b), 26 U.S.C. Section 403(b), as amended;

A pension, profit-sharing, stock bonus, or other retirement plan qualified under Internal Revenue Code Section 401(a), 26 U.S.C. Section 401(a), as amended;

A plan under Internal Revenue Code Section 457(b), 26 U.S.C. Section 457(b), as amended; and

A non-qualified deferred compensation plan under Internal Revenue Code Section 409A, 26 U.S.C. Section 409A, as amended.

Unless the power of attorney otherwise provides, language in a power of attorney granting general authority with respect to retirement plans authorizes the Agent to:

- i. Select the form and timing of payments under a retirement plan and withdraw benefits from a plan;

- ii. Make a rollover, including a direct trustee-to-trustee rollover, of benefits from one retirement plan to another;
- iii. Establish a retirement plan in the Principal's name;
- iv. Make contributions to a retirement plan;
- v. Exercise investment powers available under a retirement plan; and borrow from, sell assets to, or purchase assets from a retirement plan.

MB **TAXES** - In regards to taxes, the Principal authorizes the Agent to:

Prepare, sign, and file federal, state, local, and foreign income, gift, payroll, property, Federal Insurance Contributions Act, and other tax returns, claims for refunds, requests for extension of time, petitions regarding tax matters, and any other tax-related documents, including receipts, offers, waivers, consents, including consents and agreements under Internal Revenue Code Section 2032A, 26 U.S.C. Section 2032A, as amended, closing agreements, and any power of attorney required by the Internal Revenue Service or other taxing authority with respect to a tax year upon which the statute of limitations has not run and the following 25 tax years;

Pay taxes due, collect refunds, post bonds, receive confidential information, and contest deficiencies determined by the Internal Revenue Service or other taxing authority;

Exercise any election available to the Principal under federal, state, local, or foreign tax law; and

Act for the Principal in all tax matters for all periods before the Internal Revenue Service, or other taxing authority.

MB **INSURANCE AND ANNUITIES** - In regards to insurance policies and annuities, the Principal authorizes the Agent to:

Continue, pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract procured by or on behalf of the Principal which insures or provides an annuity to either the Principal or another person, whether or not the Principal is a beneficiary under the contract;

Procure new, different, and additional contracts of insurance and annuities for the Principal and the Principal's spouse, children, and other dependents, and select the amount, type of insurance or annuity, and mode of payment;

Pay the premium or make a contribution on, modify, exchange, rescind, release, or terminate a contract of insurance or annuity procured by the Agent;

Apply for and receive a loan secured by a contract of insurance or annuity;

Surrender and receive the cash surrender value on a contract of insurance or annuity;

Exercise an election;

Exercise investment powers available under a contract of insurance or annuity;

Change the manner of paying premiums on a contract of insurance or annuity;

Change or convert the type of insurance or annuity with respect to which the Principal has or claims to have authority described in this section;

Apply for and procure a benefit or assistance under a statute or regulation to guarantee or pay premiums of a contract of insurance on the life of the Principal;

Collect, sell, assign, hypothecate, borrow against, or pledge the interest of the Principal in a contract of insurance or annuity;

Select the form and timing of the payment of proceeds from a contract of insurance or annuity; and

Pay, from proceeds or otherwise, compromise or contest, and apply for refunds in connection with, a tax or assessment levied by a taxing authority with respect to a contract of insurance or annuity or its proceeds or liability accruing by reason of the tax or assessment.

MB **ESTATES, TRUSTS, AND OTHER BENEFICIAL INTERESTS** - In regards to the Principal's Estates, Trusts, and other Beneficial Interests, the Principal authorizes the Agent to have general authority with respect to estates, trusts, and other beneficial interests to:

Accept, receive, receipt for, sell, assign, pledge, or exchange a share in or payment from the fund;

Demand or obtain money or another thing of value to which the Principal is, may become, or claims to be, entitled by reason of the fund, by litigation or otherwise;

Exercise for the benefit of the Principal a presently exercisable general power of appointment held by the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to ascertain the meaning, validity, or effect of a deed, will, declaration of trust, or other instrument or transaction affecting the interest of the Principal;

Initiate, participate in, submit to alternative dispute resolution, settle, oppose, or propose or accept a compromise with respect to litigation to remove, substitute, or surcharge a fiduciary;

Conserve, invest, disburse, or use anything received for an authorized purpose;

Transfer an interest of the Principal in real property, stocks and bonds, accounts with financial institutions or securities intermediaries, insurance, annuities, and other property to the trustee of a revocable trust created by the Principal as settlor; and

Reject, renounce, disclaim, release, or consent to a reduction in or modification of a share in or payment from the fund.

MB **REAL ESTATE** - In regards to real estate, The Principal authorizes the Agent to:

Demand, buy, lease, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject an interest in real property or a right incident to real property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; retain title for security; encumber; partition; consent to partitioning; subject to an easement or covenant; subdivide; apply for zoning or other governmental permits; plat or consent to platting; develop; grant an option concerning; lease; sublease; contribute to an entity in exchange for an interest in that entity; or otherwise grant or dispose of an interest in real property or a right incident to real property;

Pledge or mortgage an interest in real property or right incident to real property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise a mortgage, deed of trust, conditional sale contract, encumbrance, lien, or other claim to real property which exists or is asserted;


- i. Manage or conserve an interest in real property or a right incident to real property owned or claimed to be owned by the Principal, including:
- ii. Insuring against liability or casualty or other loss;
- iii. Obtaining or regaining possession of or protecting the interest or right by litigation or otherwise;
- iv. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with them; and
- v. Purchasing supplies, hiring assistance or labor, and making repairs or alterations to the real property;

Use, develop, alter, replace, remove, erect, or install structures or other improvements upon real property in or incident to which the Principal has, or claims to have, an interest or right;

Participate in a reorganization with respect to real property or an entity that owns an interest in or right incident to real property and receive, and hold, and act with respect to stocks and bonds or other property received in a plan of reorganization, including:

- i. Selling or otherwise disposing of them;
- ii. Exercising or selling an option, right of conversion, or similar right with respect to them; and
- iii. exercising any voting rights in person or by proxy;
- iv. change the form of title of an interest in or right incident to real property; and

Dedicate to public use, with or without consideration, easements or other real property in which the Principal has, or claims to have, an interest.

 **PERSONAL PROPERTY** - In regards to personal property, the Principal authorizes the Agent to:

Demand, buy, receive, accept as a gift or as security for an extension of credit, or otherwise acquire or reject ownership or possession of tangible personal property or an interest in tangible personal property;

Sell; exchange; convey with or without covenants, representations, or warranties; quitclaim; release; surrender; create a security interest in; grant options concerning; lease; sublease; or, otherwise dispose of tangible personal property or an interest in tangible personal property;

Grant a security interest in tangible personal property or an interest in tangible personal property as security to borrow money or pay, renew, or extend the time of payment of a debt of the Principal or a debt guaranteed by the Principal;

Release, assign, satisfy, or enforce by litigation or otherwise, a security interest, lien, or other claim on behalf of the Principal, with respect to tangible personal property or an interest in tangible personal property;

Manage or conserve tangible personal property or an interest in tangible personal property on behalf of the Principal, including:

- i. Insuring against liability or casualty or other loss;
- ii. Obtaining or regaining possession of or protecting the property or interest, by litigation or otherwise;
- iii. Paying, assessing, compromising, or contesting taxes or assessments or applying for and receiving refunds in connection with taxes or assessments;
- iv. Moving the property from place to place;
- v. Storing the property for hire or on a gratuitous bailment; and
- vi. Using and making repairs, alterations, or improvements to the property; and

Change the form of title of an interest in tangible personal property.

MB **PERSONAL & FAMILY MAINTENANCE** - In regards to personal and family maintenance, the Principal authorizes the Agent to:

I. Perform the acts necessary to maintain the customary standard of living of the Principal, the Principal's spouse, and the following individuals, whether living when the power of attorney is executed or later born:

- i. The Principal's children;
- ii. Other individuals legally entitled to be supported by the Principal; and
- iii. The individuals whom the Principal has customarily supported or indicated the intent to support;

II. Make periodic payments of child support and other family maintenance required by a court or governmental agency or an agreement to which the Principal is a party;

III. Provide living quarters for the individuals described in section I by:

- i. Purchase, lease, or other contract; or
- ii. Paying the operating costs, including interest, amortization payments, repairs, improvements, and taxes, for premises owned by the Principal or occupied by those individuals;

IV. Provide normal domestic help, usual vacations and travel expenses, and funds for shelter, clothing, food, appropriate education, including postsecondary and vocational education, and other current living costs for the individuals described in section I;

V. Pay expenses for necessary health care and custodial care on behalf of the individuals described in section I;

VI. Act as the Principal's personal representative pursuant to the Health Insurance Portability and Accountability Act, Sections 1171 through 1179 of the Social Security Act, 42 U.S.C. Section 1320d, as amended, and applicable regulations, in making decisions related to the past, present, or future payment for the provision of health care consented to by the Principal or anyone authorized under the law of this state to consent to health care on behalf of the Principal;

VII. Continue any provision made by the Principal for automobiles or other means of transportation, including registering, licensing, insuring, and replacing them, for the individuals described in section I;

VIII. maintain credit and debit accounts for the convenience of the individuals described in section I and open new accounts; and

IX. Continue payments incidental to the membership or affiliation of the Principal in a religious institution, club, society, order, or other organization or to continue contributions to those organizations.

X. Authority with respect to personal and family maintenance is neither dependent upon, nor limited by, authority that an Agent may or may not have with respect to GIFTS.

MB GIFTS - The Principal authorizes the Agent to make gifts described as:

A gift "for the benefit of" a person includes a gift to a trust, an account under the Uniform Transfers to Minors Act, and a tuition savings account or prepaid tuition plan as defined under Internal Revenue Code Section 529, 26 U.S.C. Section 529, as amended.

Unless the power of attorney otherwise expressly provides, language in a power of attorney granting general authority with respect to gifts authorizes the Agent only to:

- i. Make outright to, or for the benefit of, a person including the Agent, a gift of any of the Principal's property, including by the exercise of a presently exercisable general power of appointment held by the Principal, in an amount per donee not to exceed the annual dollar limits of the federal gift tax exclusion under Internal Revenue Code Section 2503(b), 26 U.S.C. Section 2503(b), as amended, without regard to whether the federal gift tax exclusion applies to the gift, or if the Principal's spouse agrees to consent to a split gift pursuant to Internal Revenue Code Section 2513, 26 U.S.C. 2513, as amended, in an amount per donee not to exceed twice the annual federal gift tax exclusion limit; and
- ii. Consent, pursuant to Internal Revenue Code Section 2513, 26 U.S.C. Section 2513, as amended, to the splitting of a gift made by the Principal's spouse in an amount per donee not to exceed the aggregate annual gift tax exclusions for both spouses.

An Agent may make a gift of the Principal's property only as the Agent determines is consistent with the Principal's objectives if actually known by the Agent and, if unknown, as the Agent determines is consistent with the Principal's best interest based on all relevant factors, including:

- i. The value and nature of the Principal's property;
- ii. The Principal's foreseeable obligations and need for maintenance;
- iii. Minimization of taxes, including income, estate, inheritance, generation skipping transfer, and gift taxes;
- iv. Eligibility for a benefit, a program, or assistance under a statute or regulation; and

v. The Principal's personal history of making or joining in making gifts.

MB **SPECIAL INSTRUCTIONS** - The Principal SHALL NOT grant any additional powers or instructions to the Agent other than the powers listed under this power of attorney.

EFFECTIVE DATE

This power of attorney shall begin:

(Initial)

MB - Immediately upon the execution of this document. These powers shall not be affected by any subsequent disability or incapacity the Principal may experience in the future.

AUTHORITY OF AGENT

Any party dealing with the Agent hereunder may rely absolutely on the authority granted herein and need not look to the application of any proceeds nor the authority of the Agent as to any action taken hereunder. In this regard, no person who may in good faith act in reliance upon the representations of the Agent or the authority granted hereunder shall incur any liability to the Principal or their estate as a result of such act. The Principal hereby ratify and confirm whatever the Agent shall lawfully do under this instrument. The Agent is authorized as he or she deems necessary to bring an action in court so that this instrument shall be given the full power and effect that the Principal intends on by executing it.

LIABILITY OF AGENT

The Agent shall not incur any liability to the Principal under this power except for a breach of fiduciary duty.

REIMBURSEMENT AND COMPENSATION

The Agent is not entitled to any reimbursement for reasonable expenses incurred in exercising the powers hereunder. Furthermore, the Agent shall not be entitled to any compensation for their duties as Agent.

AMENDMENT AND REVOCATION

The Principal can amend or revoke this power of attorney at anytime, if the Principal is not incapacitated, by a document delivered to the Agent. Any amendment or revocation is ineffective as to a third party until such third party has notice of such revocation or amendment.

This power of attorney hereby revokes any and all financial powers of attorney the Principal may have executed in the past.

STATE LAW

This power of attorney is governed by the laws of the State of Alaska. Unless the Principal specifically limits the period of time that this power of attorney will be in effect, the Agent may exercise the powers

given to him or her after (s)he becomes incapacitated. A court, however, can take away the powers of the Agent if it finds that the Agent is not acting properly. The Principal may also revoke this power of attorney at their desire. This power of attorney does not authorize the Agent to appear in court for the Principal as an attorney-at-law or otherwise to engage in the practice of law unless he or she is a licensed attorney who is authorized to practice law in Alaska.

PHOTOCOPIES

Photocopies of this document can be relied upon as though they were originals.

IN WITNESS WHEREOF, I executed this power of attorney on ~~06/05/2022~~ ^{PS} 20 22 in the presence of a notary public. 06/03/ MB

Principal's Signature

Mike Balough

Mike Balough

AGENT'S CERTIFICATION AND ACCEPTANCE OF AUTHORITY

I, Tiffany Balough , certify that the attached is a true copy of a power of attorney naming the undersigned as Agent for Mike Balough. I certify that to the best of my knowledge the Principal had the capacity to execute the power of attorney, is alive, and has not revoked the power of attorney; that my powers as Agent have not been altered or terminated; and that the power of attorney remains in full force and effect.

I accept appointment as Agent under this power of attorney.

This certification and acceptance is made under penalty of perjury.


Agent's Signature 
Tiffany Balough of 24111 21st Ave S, Des Moines, Washington, 98198.

NOTARY ACKNOWLEDGMENT

STATE OF Alaska

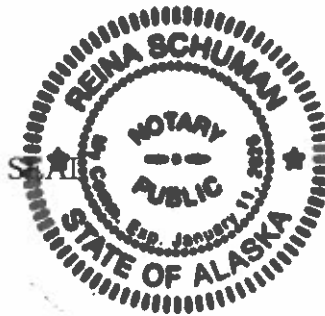
4th Judicial District County, ss.

On this 3 day of June, 2022, before me appeared Mike Balough, as Principal of this power of attorney who proved to me through government issued photo identification to be the above-named person, in my presence executed this foregoing instrument and acknowledged that (s)he executed the same as his/her own free act and deed.



Notary Public

My commission expires: 01/11/2026



July 15, 2025

CHAIN OF TITLE REPORT

Customer:
City of Fairbanks
Attn: Jarrod Zerbe
800 Cushman St
Fairbanks, AK 99701

Report No.: 2677627
Fee: \$750.00
Effective Date: July 3, 2025
Recording District: Fourth Judicial District
Property Address: 1725 Willow Street, Fairbanks, AK 99709
Property Legal Description: Lots 9 and 10, Block 6 of JOHNSTON SUBDIVISION AND ADDITION, according to the plat filed October 14, 1959 as Plat No. 193.737; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

A. Fee simple title to the Property is vested as follows:

Mike B. Balough, a single man

B. According to those public records which, under the recording laws, impart constructive notice of matters relating to title to the Property, only the following matters appear in such records relating to the Property:

1. United States Patent, Including the terms and provisions thereof:

Grantor : The United States of America
Grantee : Clyde W. Geraghty
Recorded : April 23, 1947
Book : 10
Page : [4](#)

2. Deed, including the terms and provisions thereof:

Grantor : Clyde W. Geraghty
Grantee : F. B. Johnston
Recorded : March 8, 1949
Book : 38
Page : [76](#)

3. Warranty Deed, including the terms and provisions thereof:

Grantor : Fred B. Johnston
Grantee : Raymond Girouard
Recorded : April 28, 1960
Book : 112
Page : [38](#)
(As to Lot 9)

4. Warranty Deed, including the terms and provisions thereof:

Grantor : Fred B. Johnson

Grantee : J. C. Rasor
Recorded : July 3, 1962
Book : 142
Page : [110](#)
(As to Lot 10)

5. Warranty Deed, including the terms and provisions thereof:

Grantor : J. C. Rasor
Grantee : Standard Garage, Inc.
Recorded : July 3, 1962
Book : 142
Page : [112](#)
(As to Lot 10)

6. Warranty Deed, including the terms and provisions thereof:

Grantor : Standard Garage, Inc.
Grantee : Raymond J. Girouard
Recorded : July 3, 1962
Book : 142
Page : [115](#)
(As to Lot 10)

7. Statutory Quitclaim Deed, including the terms and provisions thereof:

Grantor : Quentin D. Setzer, as personal representative of the Estate of Raymond Joseph Girouard, also known as and who acquired title as Raymond J. Girouard, formerly known as Raymond Girouard
Grantee : James E. Vande Voorde
Recorded : October 24, 1977
Book : 89
Page : [634](#)

8. Statutory Warranty Deed, including the terms and provisions thereof:

Grantor : James E. Vande Voorde
Grantee : Judith S. Averett, a married woman, separate estate
Recorded : July 29, 1978
Book : 116
Page : [682](#)

9. Statutory Warranty Deed, including the terms and provisions thereof:

Grantor : Judith S. Averett, a married woman, separate estate
Grantee : Lorraine Balough
Recorded : October 26, 1978
Book : 128
Page : [406](#)

10. Statutory Warranty Deed, including the terms and provisions thereof:

Grantor : Lorraine Balough and Robert E. Hutchison, wife and husband
Grantee : Mike B. Balough
Recorded : April 17, 1998
Book : 1060
Page : [555](#)

11. Statutory Warranty Deed, including the terms and provisions thereof:

Grantor : Mike B. Balough
Grantee : Lorraine Balough and Robert E. Hutchison, husband and wife
Recorded : December 29, 1999
Book : 1178
Page : [591](#)

12. Statutory Quitclaim Deed, including the terms and provisions thereof:

Grantor : Lorraine Balough, individually and as surviving spouse of Robert E. Hutchison
Grantee : Mike B. Balough, a single man
Recorded : July 16, 2007
Serial Number : [2007-016210-0](#)

Stewart Title Company

A handwritten signature in black ink, appearing to read "Vivian Gieszler". The signature is written in a cursive, flowing style.

Vivian Gieszler, Title Officer

This Report:

- (a) Is issued for the purpose of complying with Bulletin B 07-03 issued by the State of Alaska Division of Insurance.
- (b) Has been prepared only for Customer and may not be relied on by third parties.
- (c) Is not a title insurance policy, guarantee or commitment to issue a title insurance policy. In the event a title insurance commitment, guarantee or policy is requested, additional exceptions for matters not shown on the public record may be shown. These additional exceptions may include, but may not be limited to: (i) reservations and exceptions shown in the U.S. Patent; (ii) section boundary line easements pursuant to A.S. 19.10.010; (iii) taxes and assessments not yet due and payable; (iv) matters not shown by the public records but which would be disclosed by an inspection or inquiry of parties in possession; (v) conflicts in boundary lines, encroachments and other matters that would be disclosed by an accurate survey; (vi) mechanic's lien claims and (vii) easements or claims of easements not disclosed by the public records.

The **maximum liability** the Agent or the Agent's underwriter shall collectively have under this report is the amount of the Fee charged for the report, regardless of any errors or omissions contained herein.



COMMITMENT FOR TITLE INSURANCE

File No.: 2638270
RE: Balough / City of Fairbanks
1725 Willow Street, Fairbanks, AK 99709

TO: **City of Fairbanks**
jzerbe@fairbanks.us

CC: **Mike B. Balough**

CC:

CC:

CC:

CC:

File No.: 2638270

Phone (907) 456-3474 * Fax (907) 456-3476
714 Gaffney Road
Fairbanks, AK 99701
visit our website at www.stewartak.com



Stewart Title Company
714 Gaffney Road
Fairbanks, AK 99701
(907) 456-3474 main

File Number: 2638270
Parties: Mike B. Balough / City of Fairbanks

I hereby acknowledge receipt of the preliminary title report for:

Lots 9 and 10, Block 6 of JOHNSTON SUBDIVISION AND ADDITION, according to the plat filed October 14, 1959 as Plat No. 193.737; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

AKA: 1725 Willow Street, Fairbanks, AK 99709

City of Fairbanks

By: _____

Dated: _____

Licensee:

NOTICE!

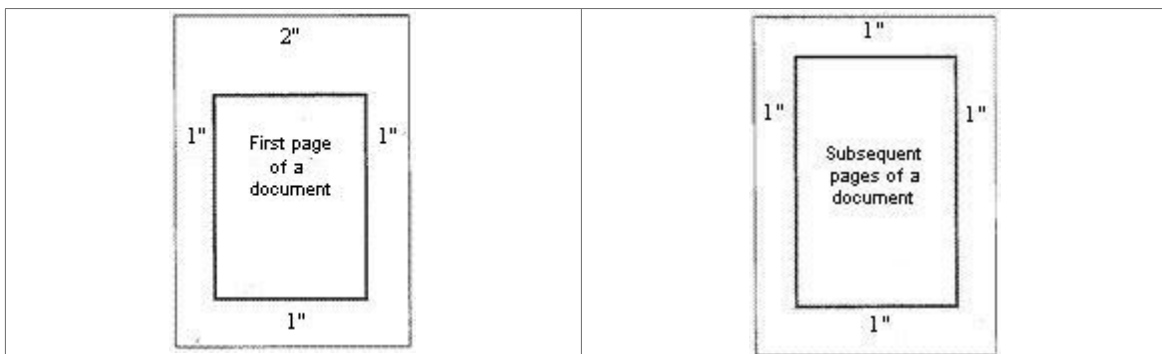
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing to record. It is essential that you comply with this notice. Stewart Title Company will not be responsible in any way for the consequences of any delay caused by the failure to comply with these recording requirements.

Margin Requirements:

- First page of a document: Must contain a two inch (2") blank space across the top and one (1") margins on the remainder of first page.
- Additional pages of a document: Must contain a one inch (1") margin on top, bottom and sides

Font Requirements:

- Type size may be no smaller than 10 point font.
- Example: This is 10 point type font



There can be no marks or holes of any kind within the margins. This is to include any signature, corporate seals, and/or notary seals. Embosser notary seals will require folding the edge of the document to comply with margin guidelines.

For information on recording requirements, fees or office locations, visit the State Recorder's website at www.recorder.alaska.gov



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Stewart Title Company
714 Gaffney Road
Fairbanks, AK 99701



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
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5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

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File No.: 2638270

ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
LAND TITLE
ASSOCIATION



ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

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AMERICAN
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ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company
Issuing Office: 714 Gaffney Road, Fairbanks, AK 99701
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2638270
Issuing Office File Number: 2638270
Property Address: 1725 Willow Street, Fairbanks, AK 99709
Revision Number: 1. To correct vesting and bring effective date forward

Title Officer: Vivian Gieszler

Reference: Balough to City of Fairbanks

1. Commitment Date: August 6, 2025 at 8:00AM

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard	Amount:	\$80,000.00
(Underwriting fee - 11%)	Premium:	\$528.00

Proposed Insured: City of Fairbanks

(b) ALTA® Loan Policy	Amount:	
	Premium:	\$0.00

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

Mike B. Balough, a single man

5. The Land is described as follows:

See Exhibit "A" Attached Hereto

Purported Address:

1725 Willow Street, Fairbanks, AK 99709

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File No.: 2638270

ALTA Commitment for Title Insurance Schedule A (07-01-2021) AK

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

A handwritten signature in black ink, appearing to read "Vivian Ginter", is written over the company name.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) AK

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

EXHIBIT "A"

LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2638270

Lots 9 and 10, Block 6 of JOHNSTON SUBDIVISION AND ADDITION, according to the plat filed October 14, 1959 as Plat No. 193.737; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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ALTA Commitment for Title Insurance Schedule A (07-01-2021) AK

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2638270

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pursuant to the State of Alaska, Division of Insurance Order No. R92-1, dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance, construction, reimbursement and/or hookup charges/costs for sewer, water, garbage, electricity or other utilities outstanding and not of record.

NOTICE

In 1999, the Alaska Department of Natural Resources began recording maps of claimed rights of way which may have been created under a federal law known as "RS 2477", pursuant to Alaska Statute 19.30.400. Because the maps are imprecise, the exception from coverage shown in Paragraph 8, General Exceptions has been taken. Questions regarding the State's RS 2477 claims should be directed to the Department of Natural Resources, Public Information Center, 770 W. 5th Avenue, Anchorage, Alaska 99501.

6. Taxes and/or assessments due the Fairbanks North Star Borough, as shown on the [report](#) attached hereto and made a part thereof.
7. Right, Title and Interest of the FAIRBANKS NORTH STAR BOROUGH as disclosed by Judgment And Decree of Foreclosure recorded May 28, 2025 as Instrument No. [2025-005930-0](#).
8. Notice of Abatement Lien, including terms and provisions thereof:
Executed by : The City of Fairbanks, a Home Rule Municipality of the State of Alaska
Amount : \$30,819.89, together with any other amounts due thereunder
Recorded : August 13, 2012
Serial Number : [2012-015479-0](#)

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 4 of 7

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART I

ISSUED BY

STEWART TITLE GUARANTY COMPANY

9. The right, title and interest of the spouse of the vestee herein, if married, pursuant to Alaska Statute 34.15.010.

Title To Vest in: City of Fairbanks and we find no recorded judgments, bankruptcies, or tax liens against the same.

10. Proper showing of the authorization for the proposed transaction by City of Fairbanks according to its constitution, charge, discipline or by-laws, including authorization for the party or parties acting on its behalf.

NOTE: No deeds have recorded affecting the herein described land within the last 24 months. The Deed to The Heirs and Devisees of Mike B. Balough recorded July 16, 2007 under Serial Number [2007-016210-0](#) is the last deed of record.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2638270

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims, of easement, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7.
 - (a) Unpatented mining claims;
 - (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
9. All matters contained in the United States Patent and/or in Acts authorizing the issuance thereof.
10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
11. Any adverse claim to any portion of said land which lies within the bed of Noyes Slough, between the lines of mean high water.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

SCHEDULE B PART II

ISSUED BY

STEWART TITLE GUARANTY COMPANY

12. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the right of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water.
13. Any question that may arise due to the shifting or changing in the course of Noyes Slough.
14. Any effect of the notes which appear on the [plat](#) of said subdivision.
15. Right-of-Way Easement, including terms and provisions thereof, granted to GOLDEN VALLEY ELECTRIC ASSOCIATION, INC., and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 4, 1960 in Book 118 at Page [106](#). (Blanket Easement)

NOTE:

This Commitment is tentative until such time as we are advised of the final amount of insurance and/or proposed insured; in the event of cancellation our minimum fee is \$263.00.

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File No.: 2638270

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

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STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Internet or other similar network activity

Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056



Stewart Title Company
714 Gaffney Road
Fairbanks, AK 99701
(907) 456-3474 main

PRELIMINARY BILLING

DATE: May 28, 2025

PRELIMINARY CHARGE: **\$263.00**

FILE NUMBER: 2638270

YOUR REFERENCE: Balough to City of Fairbanks

ORDERED BY:

If this transaction fails to close, this bill will serve as a Cancellation Fee Billing which will be due in full 30 days from the above date.

This billing issued in accordance with the State of Alaska, Division of Insurance Order No. R92-1 dated May 4, 1992, the charge for providing this commitment is to be billed at this time. Payment of this charge must be made within 30 days of this initial billing. In the event this transaction fails to close, the minimum billing will be the cancellation fee in accordance with our filed rate schedule.



URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF


Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.

Summary

PAN 0079723 	Physical Description do not rely on as a legal description LOT 9 BLOCK 6 JOHNSTON	Neighborhood 0160 - Aurora-Lemeta	Fire Service Area CITY OF FAIRBANKS
Property Class Residential	Tax Status TAXABLE		Business
Land Area 1 - 8,097 Square Feet	Millage Group 0078 - JOHNSTON	Millage Rate 16.453	
Street Address 1725 WILLOW ST	Billing Address 24111 21ST AVE S DES MOINES, WA 98198-3955	Child Properties None	Parent Properties None

Buildings

Year Built		Description		Architecture		Category		
1956		SFR		Standard 02		Residential		
Section ID	Footprint	Stories	Perimeter	Interior Description	Wall Type	Amenities		
1	644	1	110	Main Area	2x4 STD Siding	qty: 1	3-Fix. Bath_SFR	
2	680	1	108	Secondary L.A.	2x4 STD Siding			
Section ID		Footprint		Description				
3		550		None				
4		126		None				

Documents

The FNSB provides a link to view the recorded document at the State of Alaska Recorders Office through the instrument #. Current registered documents **not** showing may be seen at the State of [Alaska Recorders Office Search page](#). The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

Description	Record Date	Book	Page	Instrument
Quitclaim Deed	7/16/2007			2007-016210-0
Warranty Deed	12/29/1999	1178	591	
Warranty Deed	4/17/1998	1060	555	

Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428. For information on our exemption programs please visit our [website](#). Or contact our office at 907-459-1428.

Year	Land	Improvement Value	Full Value Total	Exemptions Total	Taxable
2025	\$24,291.00	\$25,286.00	\$49,577.00	\$0.00	\$49,577.00
2024	\$24,291.00	\$25,104.00	\$49,395.00	\$0.00	\$49,395.00
2023	\$24,291.00	\$25,104.00	\$49,395.00	\$49,395.00	\$0.00
2022	\$24,291.00	\$23,069.00	\$47,360.00	\$47,360.00	\$0.00
2021	\$24,291.00	\$19,763.00	\$44,054.00	\$44,054.00	\$0.00

Tax History

If you have Delinquent Taxes, call FNSB Division of Treasury and Budget Office at 907-459-1441 for the current outstanding amount due. All prior year taxes must be paid with certified funds.

*** Balances may not reflect the correct payoff amount due to accrued interest ***

Year	Tax Levied	State Exempted	Fees	Total Due	Total Paid	Net Due
2025	\$815.68	\$0.00	\$0.00	\$815.68	\$0.00	\$815.68
2024	\$815.66	\$0.00	\$142.65	\$958.31	\$407.83	\$550.48
2023	\$820.88	\$820.88	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$854.56	\$854.56	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$861.70	\$861.70	\$0.00	\$0.00	\$0.00	\$0.00

ORDINANCE NO. 6328

**AN ORDINANCE AMENDING THE 2025 OPERATING
AND CAPITAL BUDGETS FOR THE THIRD TIME**

WHEREAS, this ordinance incorporates the changes outlined on the attached fiscal note to amend the 2025 operating and capital budgets.

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 ~~strike~~through font]:

SECTION 1. There is hereby appropriated to the 2025 General Fund and Capital Fund budgets the following sources of revenue and expenditures in the amounts indicated to the departments named for the purpose of conducting the business of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025 (see pages 2 and 3):

GENERAL FUND

REVENUE	APPROVED COUNCIL APPROPRIATION	INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
Taxes (all sources)	\$ 28,913,515	\$ 124,388	\$ 29,037,903
Charges for Services	6,840,500	(99,000)	6,741,500
Intergovernmental Revenues	2,861,470	(29,000)	2,832,470
Licenses and Permits	2,197,805	-	2,197,805
Fines and Forfeitures	551,000	-	551,000
Interest and Penalties	1,515,000	(5,000)	1,510,000
Rental and Lease Income	168,539	(27,655)	140,884
Other Revenues	350,000	-	350,000
Total revenue appropriation	\$ 43,397,829	\$ (36,267)	\$ 43,361,562
EXPENDITURES			
Mayor Department	\$ 894,030	\$ 8,000	\$ 902,030
Legal Department	262,760	-	262,760
Office of the City Clerk	631,872	500	632,372
Finance Department	1,066,350	-	1,066,350
Information Technology	2,950,442	60,000	3,010,442
General Account	7,026,881	119,950	7,146,831
Police Department	8,862,024	24,000	8,886,024
Communications Center	3,626,945	-	3,626,945
Fire Department	10,888,559	401,860	11,290,419
Public Works Department	9,863,143	253,700	10,116,843
Engineering Department	1,186,431	25,000	1,211,431
Building Department	849,750	-	849,750
Total expenditure appropriation	\$ 48,109,187	\$ 893,010	\$ 49,002,197
OTHER FINANCING SOURCES (USES)			
Other Financing Sources	\$ (2,315,713)	\$ -	\$ (2,315,713)
Total other financing appropriation	\$ (2,315,713)	\$ -	\$ (2,315,713)
2024 unassigned fund balance	\$ 19,006,855	\$ -	\$ 19,006,855
Prior year encumbrances	(274,662)	-	(274,662)
Transfers to other funds	(7,770,000)	-	(7,770,000)
Other changes to the budget	1,017,591	(929,277)	88,314
2025 estimated unassigned fund balance	<u>\$ 11,979,784</u>	<u>\$ (929,277)</u>	<u>\$ 11,050,507</u>

Minimum unassigned fund balance requirement is 20% of budgeted annual expenditures but not less than \$10,000,000. 20% of budgeted annual expenditures is \$ 9,800,439

CAPITAL FUND

	APPROVED COUNCIL APPROPRIATION	INCREASE (DECREASE)	PROPOSED COUNCIL APPROPRIATION
REVENUE			
Property Repair & Replacement	\$ 150,000	\$ -	\$ 150,000
Public Works	250,000	-	250,000
IT	75,000	-	75,000
Police	300,000	-	300,000
Communications Center	140,000	-	140,000
Fire	160,000	-	160,000
Building	10,000	-	10,000
Total revenue appropriation	<u>\$ 1,085,000</u>	<u>\$ -</u>	<u>\$ 1,085,000</u>
EXPENDITURES			
Property Repair & Replacement	\$ 6,673,649	\$ 244,000	\$ 6,917,649
Public Works Department	1,830,687	-	1,830,687
Garbage Equipment Reserve	849,050	-	849,050
IT Department	333,440	-	333,440
Police Department	992,680	-	992,680
Fire Department	1,790,260	-	1,790,260
Road Maintenance	4,159,329	-	4,159,329
Building Department	67,000	-	67,000
Total expenditure appropriation	<u>\$ 16,696,095</u>	<u>\$ 244,000</u>	<u>\$ 16,940,095</u>
OTHER FINANCING SOURCES (USES)			
Transfer from Permanent Fund	\$ 724,486	\$ -	\$ 724,486
Transfer from General Fund	4,500,000	-	4,500,000
Transfer from General Fund - Ambulance	100,000	-	100,000
Transfer from General Fund - Garbage	291,600	-	291,600
Total other financing appropriation	<u>\$ 5,616,086</u>	<u>\$ -</u>	<u>\$ 5,616,086</u>
2024 fund balance	\$ 21,341,481	\$ -	\$ 21,341,481
Prior year encumbrances	(3,787,165)	-	(3,787,165)
Prior year reappropriations	(1,319,588)	-	(1,319,588)
Transfers from other funds	4,491,326	-	4,491,326
Other changes to the budget	(9,379,582)	(244,000)	(9,623,582)
2025 estimated fund balance	<u>\$ 11,346,472</u>	<u>\$ (244,000)</u>	<u>\$ 11,102,472</u>

Estimated unassigned capital fund balance for projects	<u><u>\$ 5,735,160</u></u>
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SECTION 2. This ordinance also appropriates the use of emergency snow removal funds in the amount of \$250,000 as designated by the Mayor.

SECTION 3. All appropriations made by this ordinance lapse at the end of the fiscal year to the extent they have not been expended or contractually committed to the departments named for the purpose of conducting the business of said departments of the City of Fairbanks, Alaska, for the fiscal year commencing on January 1, 2025 and ending December 31, 2025.

SECTION 4. The effective date of this ordinance shall be six days after adoption.

David Pruhs, Mayor

AYES:
NAYS:
ABSENT:
ADOPTED:

ATTEST:

APPROVED AS TO FORM:

D. Danyielle Snider, MMC, City Clerk

Thomas A. Chard II, City Attorney

FISCAL NOTE
ORDINANCE NO. 6328
AMENDING THE 2025 OPERATING AND CAPITAL BUDGETS
FOR THE THIRD TIME

GENERAL FUND
(\$36,267) Decrease in Revenue
\$893,010 Increase in Expenditures

Revenue

1. Tax Revenue
 - \$124,388 increase to real property taxes
2. Charges for Services
 - (\$6,000) decrease to copy charges
 - \$7,000 increase to administration recovery from grants
 - (\$100,000) decrease to engineering recovery from grants
3. Intergovernmental Revenues
 - (\$217,550) decrease to state municipal assistance program
 - (\$18,000) decrease to state liquor licenses fees
 - \$100,000 increase to PERS on-behalf payment
 - \$106,550 increase to North Haven Payment In Lieu of Taxes
4. License and Permits
5. Interest and Penalties
 - (\$300,000) decrease to interest on deposits
 - \$45,000 increase to sales tax penalty and interest
 - \$250,000 increase to investment income for Series II account
6. Rental and Lease
 - (\$6,000) decrease to Denali Commission lease
 - (\$11,655) decrease to Boys & Girls Club lease
 - (\$10,000) decrease to Fire Training Center rent
7. Other Revenue
8. Other Financing Sources

Expenditures

1. Mayor's Office
 - \$8,000 increase to travel for Mayor and Chief of Staff to attend AML
2. City Attorney's Office
3. City Clerk's Office
 - \$500 increase to election costs
4. Finance Department
5. Information Technology
 - \$60,000 increase to outside contract for a cyber security assessment
6. General Account
 - \$19,950 increase to medical (Ordinance 6322)
 - \$100,000 increase to PERS Employer Relief
7. Police Department
 - \$24,000 increase to investigative expenses for DNA testing
8. Communications Center
9. Fire Department
 - \$401,860 increase to salaries and benefits (Ordinance 6322)
 - Reallocate operating supplies funds for prevention education supplies
10. Public Works
 - \$3,700 increase to salaries and benefits for changing a Clerk position to a Dispatcher position (annual cost increase \$14,730)
 - \$50,000 increase to fuel, oil, and grease
 - \$200,000 increase to temporary salaries and benefits
11. Engineering
 - \$25,000 increase to salaries and benefits
12. Building Department

CAPITAL FUND
\$0 Increase in Revenue
\$244,000 Increase in Expenditures

Revenue

1. Other Financing Sources

Expenditures

1. Property Repair & Replacement
 - \$244,000 increase to City Hall projects for chambers air conditioning unit (\$36,000, original \$60,000), engineering department remodel (\$10,000, original \$20,000), window sound deadening (\$18,000, original \$20,000), and bathroom remodel (\$180,000, original \$150,000)
2. Public Works
 - Reallocate \$45,540 to purchase a pickup bed sander (\$15,040), broom for skid (\$12,500), and broom for sidewalk machine (\$18,000)
3. Garbage Equipment Reserve
4. IT Department
5. Police Department
6. Communications Center
7. Fire Department
8. Road Maintenance

**GRANT AGREEMENT WITH
FAIRBANKS ECONOMIC DEVELOPMENT CORPORATION, INC.
AS TO THE USE OF FAIRBANKS NORTH STAR BOROUGH FUNDS**

I. PARTIES AND GRANT AMOUNT:

The Fairbanks Economic Development Corporation, Inc. (FEDC), hereinafter referred to as "Grantee," acknowledges the award of an FY26 grant in the amount of three hundred fifty thousand dollars (\$350,000) from the Fairbanks North Star Borough (Borough) to be used for economic development tasks. Grant funds will be paid on approved tasks and deliverables that are invoiced. The Task and Deliverables Detail as presented by the Grantee and approved by the Borough are herein incorporated as Appendix A to this Agreement.

II. USE OF FUNDS AND REPORTING REQUIREMENTS:

The Grantee agrees to the following use of funds and reporting requirements:

- A. The purpose of this grant award is to help fund projects and associated tasks that are intended to create economic development opportunities and new investment throughout Fairbanks and the Interior. Borough funds can be used in accordance with the tasks and deliverables as presented by the Grantee and approved by the Borough in Appendix A.
- B. The Grantee will expend the grant funds in accordance with the purpose(s) specified above in Articles I. and II. A., as well as in the tasks and deliverables (Appendix A). Expenditures and/or budget changes exceeding ten percent (10%) of any individual project as represented in Appendix A, must be pre-approved in writing by the Borough.

NOTE: Signing of this Agreement does not, in any manner, exempt the Grantee from Alaska State Statute or Borough Code. Grantee must in all cases consult and adhere to all local, state, or federal laws that pertain to public funds.

- C. The Grantee shall provide the Borough with a full accounting of the use of the funds awarded under this Agreement. In addition to the financial report (appendix B), for each task listed in appendix A, the grantee will provide the borough with a narrative summary describing work performed.
- D. FNSB reserves the right to alter the reporting requirements during the term this Agreement is in effect. FNSB will notify FEDC in writing of any changes in reporting requirements. Upon request from FNSB, and within a reasonable time, FEDC shall provide other information, reports, and access to all records relating to its activities under this Agreement in such form and at such time as the FNSB may reasonably require.
- E. If the Grantee is audited or receives a financial statement review by an independent certified public accountant, the Grantee shall provide the Borough with a copy of its audited financial statements and management letters within twelve (12) months of the Grantee's fiscal year-end. Additionally, the Borough has the right to audit the Grantee's use of funds awarded under this Agreement at any time. During normal business hours, the grant recipient shall permit the borough or its representative to review, monitor, audit, and evaluate all financial and programmatic records of the grant recipient to determine compliance with the terms and conditions of the grant award. If an independent, borough, federal, or state audit finding indicates unallowable costs, then a plan for reimbursement shall be submitted to the borough within 30 days of the audit completion. A plan for correcting all findings, questioned costs, internal control deficiencies/reportable conditions, and material weaknesses/significant deficiencies must also be submitted within 45 days of the audit completion.
- F. Duties Upon Termination/Lapse. If the grant recipient receives payments exceeding the amount to which it is entitled, it shall remit the excess to the borough within 30 days of receiving a written request for repayment. The grant recipient shall not be entitled to final compensation until all final financial and narrative status reports and documentation required or requested by the borough have been delivered to the borough. If any costs are disallowed as a result of a subsequent audit, the borough may recover those costs. Upon lapse of the grant award, the grant recipient shall promptly

refund to the borough any unobligated grant funds paid to the grant recipient. Obligated funds must be expended or returned to the borough within 30 days after lapse of the grant award.

- G. This grant will lapse on June 30, 2026. All unexpended funds shall be returned to the Borough within thirty (30) days following the lapse date or termination of the Agreement (see Article VI. H.). Extension of the grant's lapse date may be granted by the mayor, provided the grantee is in good standing and all required reports have been filed, and provided the extension request is in writing and signed by the authorized agent.
- H. This Agreement is effective upon execution by the last signatory. Expenditures retroactive to 07/01/2025, the start date of this Agreement, are eligible for reimbursement, provided they are not also reported and claimed for reimbursement under a separate agreement with the Borough, or any other party, and provided they are for the purpose(s) specified above in Article I. and II. A., as well as the tasks and deliverables (Appendix A).
- I. Costs charged to this Agreement shall be reviewed upon submittal by the Grantee. Invoices will be sent to Financegrants@fnsb.gov as well as madison.earle@fnsb.gov. Validation of claimed costs as allowable charges under this Agreement shall occur upon Borough approval of these invoices. The Borough reserves the right to request additional information before approving payment.
- J. The Grantee will assure that, to the extent consistent with the purpose of the appropriation, the services funded under this Agreement will be to the benefit of the general public.
- K. Expenditures submitted for reimbursement under this Agreement may not likewise be submitted for reimbursement under any other agreement between the Grantee and the Borough or a party other than the Borough. The Grantee shall reimburse the Borough for any funds misused or not accounted for to the Borough's satisfaction.
- L. Purchases under this Agreement of equipment having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit must be pre-approved by the Borough as a specified acquisition in the tasks and deliverables (Appendix A), or amendment thereto, and must primarily benefit the approved project. Specification must be made as to property description (make, model, quantity) and total cost (including unit cost, shipping and installation). Grantee shall own such approved property upon purchase, and the Borough shall retain no residual interest.
- M. The Grantee shall establish uniform procedures to encourage, to the maximum extent possible, the participation of and the award to local bidders in procurements conducted under this Agreement.
- N. Grantee shall retain for a period of three (3) years after project completion, all contracts, invoices, materials, payroll records, personnel records, conditions of employment and other data relating to matters covered by this Agreement, including but not limited to: bank statements, invoices, contracts, vendor checks, payroll records, personnel records, conditions of employment and other data relating to matters covered by this Agreement. If any litigation, claim, negotiation, audit or other action involving these records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later.

III. RELEASE OF GRANT FUNDS:

- A. Funds will be released as deliverables are met and invoiced up to three hundred fifty thousand dollars (\$350,000).
- B. Reimbursable grant expenditures are herein defined as cash outlays for goods and services purchased or rendered between 07/01/2025 and 06/30/2026, the start date of this Agreement and the lapse date. Payments after 06/30/2025 for services rendered prior to 07/01/2025, (the effective date) and pre-payments for goods purchased and services rendered after 06/30/2026 (the lapse date) are not eligible for reimbursement.
- C. Reimbursable grant expenditures shall be totaled using a transaction detail and supported with receipts for payment of the goods or services. The Borough reserves the right to request additional information before approving payment.

- D. Private contributions shall be supported by copies of checks and record of deposits. The Borough reserves the right to request additional information before approving payment.
- E. The Borough retains the right to adjust its purchase order amounts and/or advance payment(s) to the Grantee if the Borough, with good reason, determines that an adjustment is required until an unexpected issue is cleared up or remedied.
- F. No funds made available to the Grantee under this Agreement may be used for:
 - 1. Administrative or overhead rates or fees charged as a percentage of any cost basis.
 - 2. Goods and services for personal use.
 - 3. Losses from bad debts.
 - 4. Contributions to contingency reserves or any similar provision for unforeseen events.
 - 5. Non-exchange contributions or donations to any organization, except for exchange transactions for sponsorship of conference and symposium activities where there is an equal value (benefit) to both parties.
 - 6. Entertainment costs (including limousine services and fishing trips).
 - 7. Alcoholic beverages.
 - 8. Fines and penalties.
 - 9. Interest on borrowing, financing or refinancing costs, related legal or professional fees, or investment management costs.
 - 10. Legal fees, except for due diligence on economic development activities, such as hiring a lawyer to evaluate an incubator project and structure.
 - 11. Costs associated with lobbying at local, state, or federal levels or other political activities.
 - 12. Costs of promoting or opposing unionization.
 - 13. Costs of supporting any religious or anti-religious activities.
 - 14. Housing and personal living expenses.
 - 15. Costs of organized fund raising.
 - 16. The purchase of land or buildings and/or major facility renovations.
 - 17. Any other costs prohibited under uniform federal cost principles (2 CFR §200.400-475) or under any federal, state, or local law.
- G. Reported expenditures that are determined to be allowable and eligible under this grant agreement will be reimbursed within twenty-five (25) business days of submission of the invoice.

IV. FINANCIAL MANAGEMENT SYSTEM

The FEDC shall maintain a financial management system with separate accounts for all revenues and expenditures of the funds made available under the Agreement. The financial management system shall:

- A. Provide accurate, current, and complete disclosure of all financial transactions related to this Agreement.
- B. Separately account for all funds received from the Borough under this Agreement and implement effective accounting controls over their expenditure.
- C. Compare actual or accrued expenditures with amounts budgeted in the Tasks and Deliverables (Appendix A).
- D. Implement procedures to determine the allowability and eligibility of costs in accordance with Article II. (Use of Funds and Reporting Requirements), Article III. (Release of Grant Funds), and Article VI. A. (General Provisions, Regulations and Restrictions).
- E. Provide financial management system-generated transaction detail reports by account.
- F. Provide a systematic method ensuring the timely and appropriate resolution of audit findings and recommendations.

V. INSURANCE REQUIREMENTS:

The Grantee, either for itself or on behalf of an individual or entity with whom the Grantee contracts with to perform any portion of the project for which this grant is providing funds will ensure that coverage is maintained in the minimum amounts set forth below throughout the term of this Agreement. The Grantee shall provide current Certificates of Insurance for itself, or for and on behalf of its contractors, to the Borough. Payment under this grant will be contingent upon provision of a current certificate of insurance in the following amounts:

Worker's Compensation Employer's Liability	Statutory \$100,000 each accident; \$500,000 disease-policy limit; \$100,000 disease-each employee
Automobile Liability	\$1,000,000 combined single limit for owned automobiles.
Commercial General Liability	\$1,000,000 per occurrence, an occurrence basis

The Grantee shall submit proof of current insurance coverage in a form acceptable to the Borough. Each policy if insurance is required by this section shall provide for no less than thirty (30) days' notice to the Borough prior to material modification or cancellation. A copy of the additional insured endorsement may be required.

- A. Worker's Compensation/Employers Liability: If the Grantee has no employees, then the Borough will waive the requirement of Workers' Compensation Insurance. To obtain a waiver, the governing board of the Grantee must pass and submit to the Borough a resolution stating that the Grantee has no employees and will have none during the term of this Grant Agreement.
- B. Automobile Liability: Automobile Liability protecting against liability for both bodily injury and property damage with a combined single limit of \$1,000,000 for any vehicle owned by the Grantee. The Grantee shall insure that any non-owned vehicle it utilizes during the term of this Agreement is covered for automobile liability as required by Alaska Statute. If the Grantee does not own any automobiles, the Borough will waive the requirement for automobile insurance upon receipt of a resolution of the Grantee's board of directors that the Grantee owns no automobiles. The Grantee will be responsible for requiring that all non-owned, rented and hired vehicles are insured per Alaska statutes.
- C. Commercial General Liability: The Grantee shall add and maintain the Borough as an additional insured. Coverage shall be on an occurrence basis.
- D. All non-renewal or termination certificates must be submitted to the Borough.
- E. All insurance must be provided by a company rated "Superior" or "Excellent" by A.M. Best or specifically approved by the Borough risk manager.

VI. GENERAL PROVISIONS, REGULATIONS AND RESTRICTIONS:

- A. In performing its responsibilities under this Agreement, the Grantee shall comply, as applicable, with the following federal regulations and cost principles:
 - 2 CFR 180 – Debarment and Suspension
 - 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 29 CFR Part 37 – Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workplace Investment Act of 1998
 - 29 CFR Part 94 – Drug Free Workplace
 - 29 CFR Part 95 – Grants and agreements with institutions of higher education, hospitals, and other non-profit organizations, and with commercial organizations, foreign governments, organizations under the jurisdiction of foreign governments, and international organizations.
 - 29 CFR Part 96 – Audit Requirements for Grants, Contracts, and Other Agreements
 - Alaska statutes AS 37.05.020 and AS 37.05.190 as detailed in Alaska Administrative Code 02 AAC 45.010 through 45.090.
 - FNSB Code 7.08.010 – Minimum Grant Standards and Requirements

- B. This Agreement shall be binding upon, and shall inure to the benefit of, the successors, and subject to any provisions relating to assignment, the assigns of the parties.
- C. Any terms of this Agreement that, by their nature extend beyond the expiration or lapse of this Agreement shall remain in effect until fulfilled. Specifically, the indemnification, obligation, and/or the assumption of responsibility by the Grantee shall not be affected by the expiration or lapse of this Agreement.
- D. This Agreement shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. All parties have been afforded the opportunity to review this Agreement prior to signing with the assistance of counsel. This Agreement shall not be interpreted against the drafter.
- E. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant or condition or subsequent breach of the same or any other term, covenant or condition herein contained.
- F. The Grantee shall comply with Alaska Department of Labor Standards, the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and all other federal, state and local laws.
- G. No benefit under this Agreement may be assigned, nor may any duty under this Agreement be delegated, without the prior written consent of the other party, which shall not be unreasonably withheld.
- H. This Agreement may be terminated by mutual consent of the parties expressed in writing, for breach of the Agreement, or for cause, by either party where the other party fails in any material way to perform its obligations under this Agreement, or by FNSB if there are insufficient or lack of funds lawfully appropriated for its performance. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice. Termination shall not preclude the Grantee's obligation to perform according to the terms of the Agreement for any portion of the grant award expended, or any duties performed, prior to termination.
- I. In the event of a default or violation of the terms of this Agreement by the Grantee, the Borough may institute actions to recover all, or part of the funds paid to the Grantee. Repayment by the Grantee of the grant funds under this recovery provision shall occur within thirty (30) days of demand. All remedies conferred on the Borough by this Agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Borough's option.
- J. This Agreement, including Appendix A, constitute the entire agreement between the parties and supersedes all prior negotiations or oral agreements. It shall not be modified except in writing and must be signed by the authorized representative of both parties.

VII. DEFENSE, HOLD HARMLESS, AND INDEMNIFICATION

The Grantee shall defend, hold harmless and indemnify the Borough, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, any performance or non-performance and/or any defect in any services provided by the Grantee as a result of the funds provided in this agreement. This duty to defend, indemnify, and hold harmless shall include Grantee's responsibility for any and all foregoing claims, even if such claims are groundless, false, and or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Borough sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this Agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

The “Grantee” and the “Borough”, as used in this section, include the employees, agents, subcontractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

VIII. NOTICES

Any notices concerning this Agreement may be given, and all notices required by this Agreement or concerning performance under this Agreement shall be given, in writing, and shall be personally delivered or mailed to the addresses shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

**Fairbanks Economic Development Corporation,
Inc.:**

Jomo Stewart, President/CEO
Fairbanks Economic Development Corporation, Inc.
330 Wendell Ave, Suite E
Fairbanks, Alaska 99701

tel: (907) 452-2185
fax: (907) 451-9534

Fairbanks North Star Borough:

Kuba Grzeda, Chief of Staff
Fairbanks North Star Borough
907 Terminal Street / P.O. Box 71267
Fairbanks, Alaska 99707-1267

tel: (907) 459-1305
fax: (907) 459-1102

SIGNATURES

By signing this agreement, I Jomo Stewart (print full name) agree to be responsible for compliance with the terms and conditions of this Agreement and will ensure that the funds hereby received are used only as intended.

This document has important legal consequences; consultation with an attorney are encouraged prior to executing this grant agreement.

GRANTEE:

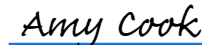
FAIRBANKS ECONOMIC DEVELOPMENT
CORPORATION, INC. (FEDC)



Jomo Stewart, President/CEO

08/15/2025

Date



Amy Cook (Aug 20, 2025 09:29:04 AKDT)

Amy Cook, Secretary

08/20/2025

Date

92-0036148
E.I.N.

330 Wendell Ave, Suite E
Fairbanks, AK 99701
907-452-2185



GRANTOR:

FAIRBANKS NORTH STAR BOROUGH
(FNSB)



Kuba Grzeda, Chief of Staff for
Grier Hopkins, FNSB Mayor

08/20/2025

Date

92-0030612
E.I.N.

APPROVED AS TO FORM:



FNSB Attorney

08/20/2025

Date:

ATTEST:



April Trickey (Aug 20, 2025 14:46:05 AKDT)
April Trickey
Municipal Borough Clerk

08/20/2025

Date:



Appendix A

Task & Deliverables Detail

FEDC will implement strategies and execute associated tasks as identified in the 2022 FNSB Community Economic Development Strategy (CEDS). Tasks will be billed on a Percent Complete basis and fully paid upon accepted completion. Written request for Task or Deliverable modification will be submitted immediately upon identification as being necessary or advisable. Written explanation of partial or complete failure of Task attainment will likewise be provided.

Budget totals are for Fiscal Year 2026 and do not include costs associated with professional bulk printing.

ACTIVITY / CITATION	BUDGET
1. Increase Local Agriculture 2022 FNSB CEDS: Agriculture Action Plan Strategies 1 - 4	\$10,000
2. Reduce and Stabilize Cost of Energy 2022 FNSB CEDS: Energy Action Plan Strategies 1 - 6	\$15,000
3. Increase Access to Natural Resources 2022 FNSB CEDS: Forestry Action Plan: Strategies 1 - 3 Mining Action Plan: Strategies 1 - 4	\$15,000
4. Maximize Opportunities in Alaska's Military and Emerging Arctic 2022 FNSB CEDS: Military Action Plan: Strategies 1 – 3 Other Relevant Efforts: Strategy - Transportation	\$100,000
5. Small Business & Entrepreneurial Development 2022 FNSB CEDS: SB&E Action Plan: Strategies 1 – 3 Other Relevant Efforts: Strategy - Transportation	\$80,000
6. Establish Interior as Center of Research & Innovation 2022 FNSB CEDS: Research & Innovation Action Plan Strategies 1 – 4	\$10,000
7. Maintain FNSB as Regional Hub 2022 FNSB CEDS: Tourism Action Plan: Strategy 1 SB&E Action Plan: Strategy 4 Other Relevant Efforts: Housing & Rural Hub	\$10,000
8. Increase Community Economic Development Capacity	\$110,000
Total	\$350,000

Task 1: Increase Local Agriculture

Summary: Promote local agriculture industry to increase food security, support farmers, expand production, increase local use, and enhance export potential.

Project Budget: **\$10,000**

Task	Deliverable	Metric
Update & Maintain Directory	1 Directory	1. # of entries 2. # distributed

Task 2: Reduce & Stabilize Cost of Energy

Summary: Promote projects and initiatives to reduce &/or stabilize cost of existing energy sources, ensure reliable delivery of adequate supplies, cost effectively integrate renewables, safely introduce cutting-edge alternatives, and foster greater collaboration between industry participants.

Project Budget: **\$15,000**

Task	Deliverable	Metric
Education & Outreach	5 occurrences	1. # of engagements 2. # of policy actions

Task 3: Increased Access to Natural Resources

Summary: Promote development of local/regional natural resources and ensure continued &/or expanded access to lands containing developable resources, consistent with community interests.

Project Budget: **\$15,000**

Task	Deliverable	Metric
Industry Survey	1 Survey 1 Reports	1. # of respondents
Promote Critical/ Rare Earth/ Strategic Mineral Development	5 occurrences	1. # of occurrences

Task 4: Maximize Opportunities in Alaska's Military and Emerging Arctic

Summary: Work to sustain FNSB as "location of choice" for services and service members, improve local and statewide standing relative to Department of Defense Support for Military Families initiative, secure and expand mission sets at regional installations, and strengthen training and equipment testing capabilities.

Project Budget: **\$100,000**

Task	Deliverable	Metric
Host Alaska Defense Forum	1 Complete 2025 Event	1. # of participants
	1 Organize 2026 Event	2. # of partners
		3. \$ sponsorship
Host Interagency Housing Group	4 Meetings	1. # of meetings
	1 housing strategy/action plan	2. # of participants
		3. # of actionable proposals
	1 housing summit	

Task 5: Small Business & Entrepreneurial Support & Development

Summary: Work to grow local entrepreneurial ecosystem by promoting local businesses, promoting shopping local, building knowledge and capacity, identifying opportunities, and reducing barriers to entry.

Project Budget: **\$80,000**

Task	Deliverable	Metric
Business Accelerator	2 Cohorts	1. # of partners
		2. # of participants
		3. \$ sponsorships
Establish Business Retention & Expansion Program	1 Program	1. # of businesses engaged
Provide Business & Mentorship Assistance	4 Occurrences	1. # of clients served
		2. # of partners
Host and Partner Events	2 Events	1. # of partners
		2. # of participants
		3. \$ sponsorships

Task 6: Establish Interior Alaska as a Center of Research and Innovation

Summary: Promote UA Research institutions to enhance its capacity and utilization, expand and diversify its volume of work, expand its connectivity with critical local & statewide industries and within the FNSB at large, and encourage commercialization and deployment of its applicable outputs.

Project Budget: **\$10,000**

Task	Deliverable	Metric
Education & Outreach	4 Occurrences	1. # of partners
		2. # of participants
Promote Interior for Cold Weather Testing	1 Marketing Plan	1. # of partners

Task 7: Maintain FNSB as a Regional Hub

Summary: Foster increased regional commerce to develop &/or strengthen business relationships, and advance projects and initiatives mutually beneficial to Interior and Northern communities.

Project Budget: **\$10,000**

Task	Deliverable	Metric
Host & Partner Event	2 Events	1. # of partners 2. # of participants 3. \$ sponsorships

Task 8: Increase Community Economic Development Capacity

Summary: Strengthen community economic development capacity through performance of a comprehensive Strategic Assessment and Planning process, implementation of Strategic Plan recommendations and staff professional development training at the Fairbanks Economic Development Corporation.

Project Budget: **\$110,000**

Task	Deliverable	Metric
CEDS Review and Update	1 Review 1 Report	1. # of partners 2. # of participants 3. # of CEDS items updated
Annual Economic Report	1 Economic Report 1 Economic Brief 1 Public Presentation	1. # of reports distributed 2. # of briefs distributed 3. # of presentations
Transition ARDOR from FNSB to FEDC	1 successful transition	1. State designation to FEDC

APPENDIX B
(PAGE ONE)

FY26 FINANCIAL REPORT

Report Number _____

Grant Title: **FEDC FY26 Task and Deliverables Detail**Grant Amount: **\$350,000**Grantee: **Fairbanks Economic Development Corporation**

Reporting Period: From _____ Through _____

To use formulas, enter data
in YELLOW cells only!

BOROUGH TASK-BASED GRANT FINANCIAL REPORT			Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	TOTAL
			Increase Local Agriculture	Reduce and Stabilize Cost of Energy	Increase Access to Natural Resources	Maximize Opportunities in Alaska Military & Emerging Arctic	Small & Entrepreneuria Development	Establis Interior Center Research Innovatio	Maintai FNSB Regional	Increas Communit Economi Developmen Capacit	
1	TASK BUDGET (Change if Budget Revision approved)		10,000.0	15,000.0	15,000.0	100,000.0	80,000.0	10,000.0	10,000.0	110,000.0	350,000.0
2	PREVIOUSLY REPORTED EXPENDITURES		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CURRENT EXPENDITURES BY											
3	Personnel Costs:										
	Employee	Hour	Rate/H								
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	Contractual Services		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	Travel		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	Materials and Supplies		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	Research Advertising and Marketing		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	Other Costs Detailed in Appendix A--Budget		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	CURRENT EXPENDITURES (Sum Lines 3 through 8)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	CUMULATIVE EXPENDITURES (Lines 2 + Line 9)		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	REMAINING TASK BUDGET (Line 1 less Line 10)		10,000.0	15,000.0	15,000.0	100,000.0	80,000.0	10,000.0	10,000.0	110,000.0	350,000.00
REIMBURSEMENTS											
13			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.00	0.00
16			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	TOTAL AMOUNTS RECEIVED (Sum of Lines 13-17)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19	Expenditures > / < Receipts (Line 10 less Line 18)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
FUNDS REQUESTED ON A PER TASK BASIS: (Do not apply the Funds Requested calculation to the TOTAL column; it calculates across, but not down)											
20	If Expenditures > / < Receipts (Line 19) < or = 0, enter 0:		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Otherwise:											
Is the Remaining Task Budget (Line 11) < or = 0?											
21	YES	Enter: Task Budget (Line 1) less Total Amounts Received (Line 18)									0.00
22	NO	Enter: Cumulative Expenditures (Line 10) less Total Amounts Received (Line 18)									0.00
23	FUNDS REQUESTED THIS PERIOD		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CERTIFICATION:											
24	I certify to the best of my knowledge and belief that this report is correct and complete, that all grant expenditures were incurred for the purposes set forth in the grant agreement and appendices, that such expenditures have not been likewise set aside for reimbursement under any other funding source, and that there have been no instances of noncompliance with terms, laws or regulations relating to this grant except as noted and attached to this report.										
Jomo Stewart, President/CEO											
Date											

FEDCO FY26 350K Task Grant, Appendix B

FY26 QUARTERLY PROGRESS REPORT

SUBMIT ONE OF THESE FOR EACH OF THE EIGHT (8) APPROVED TASKS

APPENDIX B
(PAGE TWO)

24) Summary of work accomplished to date:

25) Explain any problems or specific concerns with this project:

26) Justification for delays (if any):

FEDCO FY26 350K Task Grant, Appendix B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hale & Associates 100 Cushman Street, Suite 200 Fairbanks AK 99701		CONTACT NAME: Brittany Hale Sokolow PHONE (A/C, No, Ext): (907) 456-6671 E-MAIL ADDRESS: Brittany@hale-ins.com FAX (A/C, No): CB	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B: Oak River Insurance Company	A++ 15 34630
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL255754810 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2552972-015	06/10/2025	06/10/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 20,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2552972-015	06/10/2025	06/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
	AGGREGATE \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	FAWC522905	10/02/2024	10/02/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder to be added as Additional Insured with regard to General Liability where required by contract. Waiver of Subrogation with regards to Workers Compensation.

CERTIFICATE HOLDER

Fairbanks North Star Borough
P.O. Box 71267
Fairbanks AK 99707

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brittany Hale Sokolow

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