

#### FAIRBANKS CITY COUNCIL AGENDA NO. 2025-18

#### **REGULAR MEETING – SEPTEMBER 29, 2025**

MEETING WILL BE HELD VIA ZOOM WEBINAR AND AT FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

# REGULAR MEETING 6:30 p.m.

- 1. ROLL CALL
- 2. INVOCATION
- 3. FLAG SALUTATION
- 4. CEREMONIAL MATTERS (Proclamations, Introductions, Recognitions, Awards)
- 5. CITIZENS' COMMENTS (oral communications to the City Council on items pertaining to City business that are not up for public hearing). The total comment period is up to one hour, and testimony is limited to three minutes. Any person wishing to speak needs to sign up on the list located in the hallway or must have signed up in advance using the procedures for providing online testimony found at the City's website. Respectful standards of decorum and courtesy should be observed by all speakers. Remarks should be directed to the City Council as a body rather than to any particular Councilmember or member of the staff. In consideration of others, please silence all cell phones and electronic devices.
- 6. APPROVAL OF AGENDA AND CONSENT AGENDA

Consent agenda items are indicated by asterisks (\*). Consent agenda items are considered together unless a councilmember requests that the item be returned to the general agenda. Ordinances on the approved consent agenda are automatically advanced to the next regular meeting for second reading and public hearing. All other items on the approved consent agenda are passed as final.

- 7. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
  - \*a) Regular Meeting Minutes of August 25, 2025
  - \*b) Regular Meeting Minutes of September 8, 2025

#### 8. SPECIAL ORDERS

a) The Fairbanks City Council will hear interested citizens concerned with the following alcohol license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic.#	DBA	Type	Licensee	Address
3050	All Star	Restaurant/ Eating Place	All Star, LLC	1448 S. Cushman Street
3336	Soapy Smith's Pioneer Restaurant	Restaurant/ Eating Place (Seasonal)	Nicholas V. Stepovich	543 2nd Avenue

b) The Fairbanks City Council will hear interested citizens concerned with the following marijuana license applications for renewal. Public testimony will be taken and limited to three minutes.

Lic.#	DBA	Туре	Licensee	Address
10131	Pakalolo Supply Company, Inc	Retail Marijuana Store	Pakalolo Supply Company, Inc	1851 Fox Avenue
10230	Pakalolo Supply Company, Inc	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc	1851 Fox Avenue

#### 9. MAYOR'S COMMENTS AND REPORT

a) Special Reports

#### 10. COUNCILMEMBERS' COMMENTS

#### 11. UNFINISHED BUSINESS

- a) 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. Introduced by Mayor Pruhs. POSTPONED from the Regular Meeting of September 8; a public hearing was held at that time.
- b) Ordinance No. 6326 An Ordinance Amending Fairbanks General Code Section 14-433 Rotation Tow List Eligibility Requirements. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.
- c) Ordinance No. 6327 An Ordinance Enacting Fairbanks General Code Chapter 25 Emergency Operations. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

#### 12. NEW BUSINESS

- \*a) Resolution No. 5186 A Resolution Authorizing the City of Fairbanks to Apply for Funds from the T-Mobile Hometown Grant Program. Introduced by Mayor Pruhs.
- \*b) Resolution No. 5187 A Resolution in Recognition of and Appreciation for Pearl Watson, the Official Hostess of the City of Fairbanks. Introduced by Mayor Pruhs.
- \*c) Resolution No. 5188 A Resolution Authorizing the City of Fairbanks to Apply For and Accept Funds from the FY2024 Congressionally Directed Spending (CDS) Appropriations for the Wastewater Biosolids Treatment Project. Introduced by Mayor Pruhs.
- \*d) 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. Introduced by Mayor Pruhs.
- \*e) Resolution No. 5190 A Resolution Seeking Support to Alleviate the Burden on the City of Fairbanks if a Gas Line is Constructed from the North Slope. Introduced by Mayor Pruhs.
- \*f) Ordinance No. 6328 An Ordinance Amending the 2025 Operating and Capital Budgets for the Third Time. Introduced by Mayor Pruhs.

#### 13. WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

- \*a) Board of Plumber Examiner Meeting Minutes of June 17, 2025
- \*b) Fairbanks Diversity Council Meeting Minutes of July 8, 2025
- \*c) Fairbanks Diversity Council Meeting Minutes of August 12, 2025
- \*d) Appointment to the Fairbanks Diversity Council

#### 14. COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

- 15. CITY CLERK'S REPORT
- 16. CITY ATTORNEY'S REPORT
- 17. EXECUTIVE SESSION
- 18. ADJOURNMENT



### FAIRBANKS CITY COUNCIL REGULAR MEETING MINUTES, AUGUST 25, 2025 FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:00 p.m. Work Session on Target-Based Budgeting, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and in City Council Chambers at 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and the following Councilmembers in attendance:

Councilmembers Present: Jerry Cleworth, Seat A

Valerie Therrien, Seat B Sue Sprinkle, Seat C Crystal Tidwell, Seat D Lonny Marney, Seat E John Ringstad, Seat F

Absent: None

Also Present: D. Danyielle Snider, City Clerk

Thomas Chard, City Attorney Michael Sanders, Chief of Staff

Margarita Bell, Chief Financial Officer Jake Merritt, Human Resources Director

Richard Sweet, Deputy Police Chief (remotely)

Ron Dupee, Police Chief (remotely)

Andrew Coccaro, Fire Chief

Kristi Merideth, FECC Manager (remotely) Jeremiah Cotter, Public Works Director

Bob Pristash, City Engineer Nick Clark, Fire Battalion Chief

#### **INVOCATION**

The invocation was given by City Clerk Danyielle Snider.

#### **FLAG SALUTATION**

At the request of Mayor Pruhs, Mr. Ringstad led the flag salutation.

#### **CITIZENS' COMMENTS**

[Clerk Note: Names of citizens who provide comments may not be spelled correctly if their name was illegible on the physical sign-up sheet.]

<u>Randy Zarnke</u> – R. Zarnke expressed concern about unlicensed drivers operating unlicensed vehicles on City streets. He explained that he has witnessed an increase in the use of four-wheelers,

side-by-sides, electric scooters, and other similar vehicles, mostly by children, on roads within his Island Homes neighborhood as well as other areas of Fairbanks. He stated that some youth use the streets as a racetrack and are often clueless to traffic, riding on sidewalks, cutting off vehicles, and darting in and out of the street. He shared that he almost hit a boy a few years ago, so he is more attuned to the hazard it presents to the operators, pedestrians, and legally operated vehicles.

**Ms. Sprinkle** asked R. Zarnke if he has spoken with the parents of any of the children he had witnessed doing this. R. Zarnke stated that when he spoke to the kids they claimed that their riding was not illegal and would not say where they lived, so he was unable to speak to their parents.

**Mayor Pruhs** affirmed that the City had not approved any ordinance to permit such activity on City streets and that he would speak with the Chief of Police about the concerns. R. Zarnke also expressed the opinion that the new bicycle lanes in the downtown area were a solution in search of a problem and that he only saw one person using them all summer.

<u>Harold Kankanton</u> – H. Kankanton spoke in favor of the Emergency Service Patrol (ESP) and claimed that without the program he would not be around anymore nor would he be getting the help and treatment he needs. He shared that he had been sober for two months and that the service ESP provides is good for homeless individuals and the community.

<u>Timothy Clark</u> – T. Clark stated that he loves Fairbanks and the many organizations in the community but that he also loves his addiction. He shared that Fairbanks Integrated Community Services (FICS), which operates the ESP, saved him when he was on the verge of alcohol poisoning and that they did not give up on him even when he had given up on himself. He stated that he is now sober and that he would likely be dead if not for the ESP and their guidance.

**Ms.** Therrien asked if there was any specific individual from the ESP that he wanted to recognize. T. Clark stated that Skye, Anthony, Melody, and Amanda had all been instrumental in his treatment, and Northen Hope Center had helped a lot too.

<u>Raven Fleagle</u> – R. Fleagle stated that he works in peer support and case management with FICS and focuses on individuals who often fall through the gaps, such as repeat offenders who have no one to advocate for them and need help with transportation and filling out paperwork. He discussed his outreach work with the hospital and the success rates they are seeing with those engaged with the ESP. He shared that he is a lifelong Alaskan, loves his community, and cannot say enough about the benefits of the program that FICS had put into place.

<u>Victor Buberge</u> – V. Buberge stated that he was pleased to see that a previously inoperable streetlight on the Old Steese Highway, which he spoke about many times, had been repaired. He asked if the barriers along the temporary bicycle lanes on Barnette Street would be removed soon and if there was any information available about an incident from Saturday night that may have involved a police officer getting shot. **Mayor Pruhs** invited V. Buberge to stick around for the Mayor's Comments and Report portion of the agenda for details related to his questions.

<u>Zach Rittel</u> – Z. Rittel stated that he is a member of the Fairbanks Fire Department and expressed support for the ESP and FICS.

Mayor Pruhs, hearing no more requests for comment, declared Citizens' Comments closed.

#### APPROVAL OF AGENDA AND CONSENT AGENDA

Ms. Therrien, seconded by Mr. Ringstad, moved to APPROVE the agenda and consent agenda.

**Mr.** Cleworth pulled items 12(d), Ordinance No. 6324, and 12(e), Ordinance No. 6325, from the consent agenda.

Mr. Ringstad pulled item 12(b), Resolution No. 5184, from the consent agenda.

**Mayor Pruhs** called for objection to the APPROVAL of the agenda, as amended, and hearing none, so ORDERED.

Clerk Snider read the consent agenda, as amended, into the record.

#### **APPROVAL OF MINUTES OF PREVIOUS MEETINGS**

a) Regular Meeting Minutes of August 11, 2025

APPROVED on the CONSENT AGENDA

#### **SPECIAL ORDERS**

a) The Fairbanks City Council held a public hearing and considered the following alcohol license applications for renewal:

Lic. #	DBA	License Type	Licensee	Address
4862	Southern Glazer's of AK	General Wholesale	Southern Glazer's Wine and Spirits of Alaska, LLC	3101 Peger Road, Bay 2
4548	Brewsters	Beverage Dispensary	Restaurant Concepts, LLC	354 Old Steese Highway
5051	Asiana Restaurant	Restaurant/ Eating Place	Young Mi Jin	2001 Airport Way

Mr. Ringstad, seconded by Mr. Marney, moved to WAIVE PROTEST on the alcohol license applications for renewal.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

**Mayor Pruhs** stated that he had not found any issues when reviewing the applications.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE ALCOHOL LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad, Sprinkle, Therrien, Tidwell

NAYS: None

#### Mayor Pruhs declared the MOTION CARRIED.

b) The Fairbanks City Council held a public hearing and considered the following marijuana license applications for renewal:

Lic.#	DBA	License Type	Licensee	Address
22809	Airport Way Best Bud	Retail Marijuana Store	Airport Way Trade Center, LLC	3598 Airport Way
10589	Nature's Releaf, LLC	Retail Marijuana Store Nature's Releaf, LLC 5		507 7th Avenue
39378	Blaze, LLC	Retail Marijuana Store	Blaze, LLC	607 Old Steese Highway, Suite 106
16006	Arctic Bakery, LLC	Marijuana Product		1409 Well Street
10869	Grass Station 49	Retail Marijuana Store	The Grass Station, LLC	1326 Cushman Street

Ms. Therrien, seconded by Mr. Ringstad, moved to WAIVE PROTEST on the marijuana license applications for renewal.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

**Mayor Pruhs** recounted how years ago they would have a full room of people wishing to provide testimony whenever a marijuana application was being reviewed. He discussed how the industry had settled well, with businesses assimilated into the town in a positive way.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Tidwell, Cleworth, Marney, Ringstad, Sprinkle, Therrien

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

c) The Fairbanks City Council held a public hearing and considered the following alcohol license application for transfer of ownership and restaurant endorsement:

Type/Lic.: Beverage Dispensary, Lic. #4247

To DBA: This and That Grill, LLC

From DBA: Brewster's

To Owner: This and That Grill, LLC From Owner: Restaurant Concepts, LLC

Location: 3578 Airport Way, Fairbanks (no change)

**Mayor Pruhs** reported that the FFD had recommended the Council protest the application until construction is finished and the building is ready for inspection.

**Mr. Ringstad**, seconded by **Mr. Marney**, moved to PROTEST the alcohol license application for transfer of ownership and restaurant endorsement until construction is finished and the building is ready for inspection.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

**Ms.** Therrien noted that the state's Alcoholic Beverage Control (ABC) Board would be considering the application on September 16. She asked if there was an idea when the construction would be finished in case they needed to notify the ABC Board of the City's objection.

<u>Bill St. Pierre</u> – B. St. Pierre shared that he was the owner of the building and could answer most questions regarding the situation, given his past involvement with Brewster's. He stated that he believes the owners of the restaurant are confident they will be open within a couple months.

**Ms. Sprinkle** asked what the process would be if the application was not approved presently. **Mayor Pruhs** explained that the Council would be placing a condition that could be removed upon satisfactory completion.

**Mr. Ringstad** asked for clarification on B. St. Pierre's official role in the process. B. St. Pierre indicated that he is a former owner with Restaurant Concepts, LLC but currently is only affiliated by way of ownership of the building. **Mayor Pruhs** shared additional details regarding the ownership and plans for transfer between the two entities.

**Ms. Tidwell** noted that the space being considered had operated for many years as a restaurant and asked if there had been previous concerns regarding the building. **Mayor Pruhs** clarified that with the change in ownership there was likely remodeling taking place which was not yet complete and therefore not ready for inspection City departments.

Ms. Sprinkle asked for clarity regarding the current owners of the two entities represented on the application, and that information was provided by both Mayor Pruhs and B. St. Pierre.

Clerk Snider reviewed the typical process that is followed when the Council votes to protest with a requirement attached in order to lift the protest.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO PROTEST THE ALCOHOL LICENSE APPLICATION FOR TRANSFER OF OWNERSHIP AND RESTAURANT ENDORSEMENT UNTIL CONSTRUCTION IS FINISHED AND THE BUILDING IS READY FOR INSPECTION AS FOLLOWS:

YEAS: Cleworth, Marney, Ringstad, Sprinkle, Therrien, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

#### MAYOR'S COMMENTS AND REPORT

Mayor Pruhs asked Anthony Mosinski, Director of FICS, to provide a report on the ESP.

A. Mosinski shared that FICS had over 725 encounters since beginning operation in early May and that their services had grown considerably, with their current staff of five being slated to increase to seven. He reported that they will provide coverage from noon to midnight, seven days a week, and have been meeting with local organizations and individuals to receive feedback and discuss the most effective direction and areas of focus for the program. He discussed the ESP coverage area, the types of services it provides, and the connections being used within the community to support those in need, particularly with sobriety and substance abuse. He noted that so far, they have not had to transfer anyone to the Fairbanks Correctional Center. **Mayor Pruhs** praised the work of FICS and affirmed that they are fulfilling their contract with the City.

Ms. Sprinkle concurred that they are doing well and asked if they had outgrown the single van that had been provided for the program. A. Mosinski indicated that they have been okay with the single vehicle, noting that some encounters last longer than others and would therefore create an occasional stack of calls with lower priority needs. He stated that while they hope to expand services to cover certain medical supports, they are doing well with the current setup.

Ms. Therrien asked if he could share details of FICS's collaboration with the City's Community Paramedic. A. Mosinski stated that for years when he worked as part of the local mobile crisis team they often discussed the need for non-emergency medical support in many of the calls they would take. He shared that Community Paramedic Melody Smith has been incredible to work with and that they often have overlap with high-needs patients who would have challenges receiving care through traditional outpatient services. Ms. Therrien asked if they are able to serve those who are wheelchair-bound. A. Mosinski reported that he and his team had undergone lift-assist and mobility training, which had been used on occasion, and that he believes there have been discussions about the City potentially working to obtain an accessible van.

Mr. Marney asked A. Mosinski where he sees his team and mission in one year. A. Mosinski explained that it would be beneficial to have medical providers on board to help ensure individuals can be stabilized enough to participate in the levels of care available. He added that one goal is to relieve some of the burden from the emergency care system and focus on long-term, effective treatment for those in need. Mr. Marney asked if there had been any safety concerns. A. Mosinski reported that things had been going smoothly and that there were only two instances where the ESP had to request assistance from or partnership with the police.

Mayor Pruhs discussed the chaotic previous weekend involving significant law enforcement calls, a heavy windstorm that resulted in power outages, and other challenges. He spoke of the excellent work of the Fairbanks Emergency Communications Center (FECC) and the Fairbanks Police Department (FPD) during the chaos, noting that not one shot was fired by police officers.

#### **COUNCILMEMBERS' COMMENTS**

Ms. Tidwell, Mr. Marney, and Mr. Ringstad each stated that they had no comments.

Mr. Cleworth spoke to the benefits of installing utilities underground, whenever possible.

**Ms.** Therrien gave a land acknowledgement. She expressed gratitude for the success of the ESP and the Community Paramedic program.

**Ms. Sprinkle** discussed the recent windstorm and the emergency activities that resulted. She spoke highly of the Fairbanks Fire Department (FFD) response to multiple calls and how no one got hurt.

#### **UNFINISHED BUSINESS**

a) Ordinance No. 6322 – An Ordinance Funding the Collective Bargaining Agreement Between the City of Fairbanks and Fairbanks Firefighters Union and Amending the 2025 City Operating Budget. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Therrien, seconded by Ms. Sprinkle, moved to ADOPT Ordinance No. 6322.

<u>Zach Rittel</u> – Z. Rittel shared that he had been involved with the contract negotiations from the Union side and acknowledged the lengthy process. He noted that for almost 70% of FFD, it would be their first time voting on a labor agreement, highlighting how many new employees there are. He suggested that the best outcome would be for as little drama as possible and a unanimous vote by the Council to pass the ordinance. He expressed hope that the relationship between the Union and Council could begin to be rebuilt.

Mayor Pruhs, hearing no more requests for comment, declared Public Testimony closed.

City Attorney Thomas Chard explained that a copy of the collective bargaining agreement (CBA), including all tracked changes, had been included for reference with the ordinance. He confirmed that the document will be cleaned up prior to execution. He expressed appreciation to everyone who participated in the process, from initial negotiations, to mediation, and arbitration. He thanked former City Attorney Paul Ewers for coming out of retirement to assist with the process.

**Mr.** Cleworth shared that he intended to vote in favor of the ordinance but wanted to discuss some concerning misconceptions of how City finances work. He referenced an email from an employee at FFD that was sent to the City Council in September of the previous year. He read a portion of the two-page message, as follows:

I am writing to you now as an employee of the City, as a Fairbanksan, and as a constituent trying to help you get it right.

\* \* \* \*

You folks run the only city I know that pays for everything in cash, refuses to take loans (which is why your credit rating is embarrassingly low, and why you fail to secure grants) or issue bonds, stashes millions of tax-payer dollars into accounts you can't use to pay workers (e.g. the permanent fund, capital fund, etc.) while screaming financial agony from the mountain tops.

**Mr.** Cleworth clarified that the City's Charter prohibits the Council from taking out loans without voter approval. He added that bonds also cannot be issued without voter approval and that it should not be considered a sin to pay for things in cash. He expressed disagreement with the idea that the Council hides money in accounts from which they cannot pay workers. **Mr.** Cleworth outlined the Permanent Fund as another item addressed in the City Charter, and he explained that the City withdraws every penny of the 4.5% that is allowed to be withdrawn from the fund each year, with

0.5% of that going into capital, as is also set forth in the Charter. He pointed out that the rest of the drawdown goes into the General Fund, which helps cover wages among other things; thus, the Permanent Fund is very much depended on to help pay City workers. **Mr. Cleworth** clarified that the three funds (Permanent, Capital, and General) are the only accounts the City has. He expressed hope that people will try to understand how City finances work. He complimented the work of Chief Financial Officer Margarita Bell and shared an excerpt from the arbitrator's ruling which aligned with the financial considerations CFO Bell had conveyed during the process, as follows:

...City budgets have tended to have a surplus at year's end. This surplus is primarily due to salary savings from vacant positions. These surpluses have routinely been transferred to the Capital Fund. The City points out that the Union proposes that such surpluses could and should be used to fund its financial proposals, including its request for a 23 percent wage increase.

The City alleges that the Union overlooks the fact that these transfers to the Capital Fund represent, along with the mandated transfer from the City's permanent fund, the primary source of funds for the City's capital needs. The City points out that the Capital Fund pays for "big ticket" expenditures, like fire engines, paving the roads the fire engines drive on, and the equipment that removes the snow so fire vehicles can get to where they need to go. As CFO Bell testified, the annual audit recommends that the City's capital expenditures match depreciation (around \$8M per year), and the City has not been close to meeting that goal.

**Mr.** Cleworth recounted that he has harped on the last point from the excerpt many times over the years and stated that the City relies too much on Fairbanks Area Surface Transportation (FAST) Planning for projects within the City. He reiterated that his main concern is the misunderstanding by some of how City finances work, where monies are, and why they are there. He complimented CFO Bell's diligent efforts and expressed gratitude that the process was done.

**Ms.** Therrien stated that she hopes mediation and arbitration can be avoided in the future as both are expensive. She expressed hope for an improved relationship between the City and the Fairbanks Firefighters Union (FFU). She suggested that the changes being made, along with the new positions created the previous year, would likely reduce overtime.

Mr. Marney asked for an update on current overtime costs. CFO Bell reported that the City is over budget in overtime at present but under budget in salaries and wages.

**Mayor Pruhs** stated the Council's job is to make sure that the FFD is staffed and operated at the highest level of any fire department in the state. He pointed out that during the two-year process to work towards an agreement with the FFU, they had still done that. He highlighted the addition of a third ambulance, the funding of new positions, and the creation of the Community Paramedic role as examples of how the City is working to serve the community. He asserted that the proposed contract treats everyone fairly and would attract new recruits. He spoke in favor of the ordinance.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6322 AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Therrien, Cleworth

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Ordinance

No. 6322 ADOPTED.

#### **NEW BUSINESS**

a) Resolution No. 5183 – A Resolution Authorizing the City of Fairbanks to Request and Accept Funds from the Fairbanks North Star Borough (FNSB) for FY2026 Emergency Service Patrol (ESP) Support. Introduced by Mayor Pruhs.

#### APPROVED on the CONSENT AGENDA

b) Resolution No. 5184 – A Resolution to Extend the 2024 Financial Audit Remittance for Explore Fairbanks. Introduced by Councilmember Marney.

Mr. Cleworth, seconded by Ms. Sprinkle, moved to APPROVE Resolution No. 5184.

Mr. Marney asked if Scott McCrea, President and CEO of Explore Fairbanks, could speak.

S. McCrea thanked the Council for considering the extension for the current year's audit just as it had done in the previous year, albeit for different reasons. He shared that they are very close to having a draft available for review but that they would not make the September 1 deadline due to setbacks such as staffing shortages and a migration to new accounting software. He acknowledged that it was his responsibility to meet obligations.

**Mayor Pruhs** recognized the effort being made and expressed appreciation for the advance communication to the Council about the delay. He recounted that the annual audit requirement for organizations that receive significant amounts through the Discretionary Fund, such as Explore Fairbanks, was only put in place two years prior and that it was understandable that it would take time to establish efficient practices to meet the obligation going forward.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE RESOLUTION NO. 5184 AS FOLLOWS:

YEAS: Ringstad, Therrien, Marney, Sprinkle, Cleworth, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED and Resolution

No. 5184 APPROVED.

c) Ordinance No. 6323 – An Ordinance Amending Fairbanks General Code Chapter 46, Article IV, Offenses Involving Nuisance, Adding Regulations Limiting the Time Period Temporary Signs, Including Political Signs, Can Be Displayed Within the City of Fairbanks. Introduced by Councilmember Sprinkle.

ADVANCED on the CONSENT AGENDA

d) Ordinance No. 6324 – An Ordinance Enacting Fairbanks General Code Section 2-65, Chief of Staff Authorities. Introduced by Mayor Pruhs.

Mr. Cleworth, seconded by Ms. Therrien, moved to ADVANCE Ordinance No. 6324.

**Mr.** Cleworth noted that there had been past occasions when both the Mayor and Chief of Staff were gone and asked if it would be prudent to outline a procedure for such a situation. He shared that when he was Mayor, the delegation would have gone to the Human Resources Director, but the recent practice has been to delegate the Chief Financial Officer, which he spoke in favor of.

**Mr.** Cleworth, seconded by **Ms.** Sprinkle, moved to AMEND Ordinance No. 6324 by adding "The CFO will fulfill this function in the absence of both the Mayor and Chief of Staff" at the end of Sec. 2-65.

**Mayor Pruhs** asked if CFO Bell had any thoughts on the amendment. CFO Bell indicated that it would make sense in day-to-day operations, although she was unsure if it would be appropriate in an emergency situation. **Mayor Pruhs** confirmed the ordinance applied only to daily operations.

**Mr. Ringstad** asked if Sec. 2-65 was the appropriate location for the added language. **Mr. Cleworth** stated that he would defer to the City Attorney as to placement. Attorney Chard suggested that the section regarding mayoral authorities may be a better location, which would also require a change to the title of the ordinance. He stated that he could prepare an amended version as a proposed substitute before the next meeting. **Mr. Cleworth** indicated that he would be in favor of reviewing an updated version at the next work session.

**Mr.** Cleworth, with concurrence of the second, withdrew the motion to amend.

**Ms.** Therrien thanked the City Attorney for providing the memo regarding mayoral absence. She explained that it was helpful to know that the Council would not need to define those terms.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6324 AS FOLLOWS:

YEAS: Cleworth, Marney, Tidwell, Ringstad, Sprinkle, Therrien

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

e) Ordinance No. 6325 – An Ordinance Amending Fairbanks General Code Section 2-63, Succession to Office of Acting Mayor, and Section 2-64, Salary of Acting Mayor. Introduced by Mayor Pruhs.

Mr. Cleworth, seconded by Mr. Ringstad, moved to ADVANCE Ordinance No. 6325.

**Mr.** Cleworth pointed out that the term "vacancy" is not used anywhere under Sec. 2-63 and asked if it should be. He discussed the concept of a Councilmember assuming the office of mayor pro tempore receiving the same salary as what the mayor would have received. He suggested that anyone filling the role under such a scenario would likely be otherwise employed and thus unable

to commit full-time to the temporary position. He expressed his intent to propose an amendment to prorate the compensation on an hourly basis so the individual would be paid the higher rate for only the hours they work as mayor pro tempore. **Mr. Cleworth** stated that the parameters of declaring a vacancy due to an inability to perform the duties of an office needs to be clearer. He pointed out that what most mayors do while serving in the position is far more than the minimum obligations under the Fairbanks General Code (FGC) and they must be mindful of the difference.

**Ms.** Therrien noted that there is extra work to process hourly payroll than a prorated monthly salary by the number of days worked. **Mr.** Cleworth pointed out that salaried employees are still asked to submit timesheets, even though their wages do not change and are exempt from overtime. He suggested that it would not be very difficult for the mayor pro tempore to track their hours nor for the payroll clerk to process hourly compensation as they do for other employees.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADVANCE ORDINANCE NO. 6325 AS FOLLOWS:

YEAS: Therrien, Cleworth, Sprinkle, Ringstad, Marney, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

#### COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS

**Mr.** Cleworth reported that FAST Planning is looking ahead at improvement projects for 2026 which include repaving portions of Doyon Estates as well as Shannon Park. He stated that the City did fairly well considering that four organizations compete for the same pot of money.

**Ms.** Therrien shared copies of a letter from January 2023 from NuGen Development, in conjunction with The Bridge Foundation, which conveyed interest in supporting a \$200MM mixed-use development at the site of the Polaris Building. She noted that it included individual resolutions from April 2023 by the Fairbanks City Council and the Fairbanks North Star Borough Assembly encouraging further economic development in downtown Fairbanks. She acknowledged that she was not on the Council at that time and expressed concern why nothing further happened.

**Ms. Sprinkle** indicated that she does not believe the Council saw the letter from January 2023. She stated that the Council had done many things to support economic development in the downtown area and that she does not think they treated the letter's author incorrectly.

**Mr. Ringstad** spoke of the difference between public process and private process, pointing out that the Council can only take on so many major issues at one time, and it addressed several over the last couple years. He asserted that the City needs to focus on cleaning up the area significantly before moving forward with new development. He discussed the importance of transparency during the public process, particularly in reviewing all proposals rather than just one. **Mr. Ringstad** suggested that government is designed to be inefficient and slow as a way to ensure the public can be informed and involved. He acknowledged the frustration in being unable to accomplish some things as quickly as one would like. He declared that the Council would not have been ready to deal with the issue at the time the letter was dated but that it is doing so now.

Mayor Pruhs noted that the header and footer to the page with the letter stated that it was a "Proposal to Negotiate" from the Alliance for Reason and Knowledge, and that the font was different than the rest of the document which itself was referenced as "Appendix A: Nugen/Bridge Letter." He reported that he receives about six emails a week from Robert Shields, the head of the Alliance for Reason and Knowledge, and that he did not know if he ever received the 2023 letter. He added that he is unsure how the resolutions tie into the letter.

**Ms.** Therrien stated that since she has been unable to be on the committee she does not know what has been happening. She asked Mr. Ringstad if he had previously seen the letter. **Mr.** Ringstad stated that he had not.

Ms. Sprinkle reported on the Board of Directors meeting she attended with the Greater Fairbanks Chamber of Commerce. She shared that the Chamber's Government Relations Committee had included a robust conversation between State Senator Robert Myers and former Alaska House Representative Bart LeBon regarding a desire to bring a conversation to the State level to consider changes to the structure of the Alaska Permanent Fund. She spoke highly of the recent Downtown Market. She asked if there was any update to the marijuana license application the Council recently considered where upgrades to ductwork were required. Mayor Pruhs indicated that he did not have any update on that business but would follow up.

**Ms. Tidwell** shared that she had toured the cannabis business in question and that the Council had voted to lift the protest on the license application for renewal. She described the work that had been completed and the business's plans to downsize, rebuild, and grow with time. She offered to follow up with the owners if there were any more specific questions from the Council. **Ms. Tidwell** stated that she had a potential conflict of interest with AFL-CIO labor negotiations which was slated as the topic for an Executive Session later in the meeting. She shared that she is employed by the International Union of Operating Engineers Local 302 which is part of the AFL. She noted that she had not participated in past negotiations due to this potential conflict and wanted to ensure it was addressed again this time around.

Mayor Pruhs declared that Ms. Tidwell had a conflict of interest.

Attorney Chard provided a procedural comment to explain that the Mayor, as Chair, holds the authority to make the ruling but that the Council could overrule his decision.

Ms. Tidwell clarified that while she understands she may not have an explicit conflict, she recognizes the importance of addressing even a perception of such. She shared that the contract with the City is not one that she deals with in her role, and she does not benefit financially from it.

**Mr. Marney** shared that he ran into Officer James, who would be concluding his seasonal downtown patrol later in the week. He invited the Council to sign a card thanking him for his service. He reported that he passed a house on 8th Avenue earlier which had been boarded up for a decade but now had signs of being remodeled. **Mr. Cleworth** stated that he believes the home belongs to a former councilmember and that recent ordinances may have been an incentive to act.

**Ms. Therrien**, seconded by **Ms. Sprinkle**, moved to OVERRULE the Mayor's declaration of Ms. Tidwell's conflict of interest.

**Ms.** Therrien explained that her understanding was that a conflict of interest only exists when an opportunity for financial gain is involved and that Ms. Tidwell indicated that is not the case. She asserted that the Council should discuss whether or not the Mayor's decision should be overruled.

Mayor Pruhs stated that he recalled Ms. Tidwell indicating that she believed she had a conflict. He asked the City Attorney to advise as to whether it was appropriate for Ms. Tidwell to participate in the current discussion and in any vote on the motion. He asked for confirmation that Ms. Tidwell is a member of the Local 302 Operating Engineers, which is included in the AFL-CIO contract. Ms. Tidwell confirmed that she was. Mayor Pruhs stated that that was the basis of his ruling. Attorney Chard and Clerk Snider each indicated that they did not find anything within the rules prohibiting Ms. Tidwell from participating in any discussion and vote on the matter.

**Mr. Ringstad** spoke of the notion where, especially in politics, perception can be as important as reality during a public process. He expressed his opinion that if there is a potential for a perception of a conflict of interest, it is not fair for them to put councilmembers in that position.

**Mr.** Cleworth concurred that public perception is important and that it could be awkward for Ms. Tidwell to be included in the Executive Session. He recounted that many years ago the City moved its bank accounts to a new financial institution and that he was on the Board of Directors of the new bank, which compelled him to declare a conflict of interest as soon as it was suggested, even though he would not financially benefit from the City's decision. He shared that he was glad he did because later on an individual persistently raised the issue of a perceived conflict. **Mr.** Cleworth asserted that Ms. Tidwell's role, as had been disclosed, did constitute a conflict of interest, even if there was no intent for her to benefit in any way.

**Ms. Sprinkle** stated that she had seconded the motion to ensure that any concerns could be further discussed. She agreed that it would put Ms. Tidwell in an awkward position and asked if Ms. Tidwell could share her thoughts on the Mayor's ruling.

**Ms. Tidwell** indicated that she is fine either way. She shared that she sometimes feels sad to not be able to participate in the discussion simply because she believes she could share a general understanding of things. She stated that she agrees with the perception component and that she recognizes the need for the Mayor to make such rulings.

Mayor Pruhs requested that the roll call vote on the motion include Ms. Tidwell.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO OVERRULE THE MAYOR'S DECLARATION OF MS. TIDWELL'S CONFLICT OF INTEREST AS FOLLOWS:

YEAS: Therrien

NAYS: Sprinkle, Marney, Ringstad, Cleworth

ABSTAIN: Tidwell

Mayor Pruhs declared the MOTION FAILED.

**Mayor Pruhs** thanked Ms. Therrien for prompting the discussion. He stated that Ms. Tidwell is an exceptional councilmember and that he appreciates her voice and how she goes about things.

**Mr.** Cleworth clarified that his earlier comments regarding FAST Planning funding pertained to general maintenance and not some of the larger projects included in the Transportation Improvement Program (TIP). He spoke of the recently completed project on Cowles Street and cited it as an example of the great things that can be done by the City.

#### **CITY CLERK'S REPORT**

Clerk Snider stated that she had nothing to report.

#### **CITY ATTORNEY'S REPORT**

Attorney Chard stated that he had nothing to report.

#### **EXECUTIVE SESSION**

Mr. Cleworth moved to ENTER into an Executive Session to discuss AFL-CIO Labor Negotiations.

Mayor Pruhs called for objection and, hearing none, so ORDERED.

**Mayor Pruhs** called for a brief recess at 8:06 p.m., after which the City Council, excluding Ms. Tidwell, reconvened in Executive Session.

a) AFL-CIO Labor Negotiations [permissible under State law, including the provision at AS 44.62.310(c)(1)] (ended at 8:50 p.m.)

**Mr.** Cleworth stated that the Council met in an Executive Session to discuss AFL-CIO Labor Negotiations. He affirmed that no formal action had been taken.

#### **ADJOURNMENT**

Ms. Therrien, seconded by Ms. Sprinkle, moved to ADJOURN the meeting.

Mayor Pruhs called for objection and, hearing none, so ORDERED.

Mayor Pruhs declared the meeting adjourned at 8:51 p.m.

	DAVID PRUHS, MAYOR
ATTEST:	
D. DANYIELLE SNIDER, MMC, CITY CLERK	

Transcribed by: CC



# FAIRBANKS CITY COUNCIL REGULAR MEETING MINUTES, September 8, 2025 FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

The City Council convened at 6:30 p.m. on the above date, following a 5:00 p.m. Work Session on Polaris Building Site RFP Process, to conduct a Regular Meeting of the Fairbanks City Council via Zoom webinar and in City Council Chambers at 800 Cushman Street, Fairbanks, Alaska, with Mayor David Pruhs presiding and the following Councilmembers in attendance:

Councilmembers Present: Jerry Cleworth, Seat A

Valerie Therrien, Seat B (remotely)

Sue Sprinkle, Seat C Crystal Tidwell, Seat D Lonny Marney, Seat E John Ringstad, Seat F

Absent: None

Also Present: D. Danyielle Snider, City Clerk

Thomas Chard, City Attorney Michael Sanders, Chief of Staff

Margarita Bell, Chief Financial Officer Jake Merritt, Human Resources Director

Ron Dupee, Police Chief

Richard Sweet, Deputy Police Chief

Andrew Coccaro, Fire Chief Bob Pristash, City Engineer

Teal Soden, Public Information Officer

Jennifer Payan, Accounting Specialist (remotely) Brenda McFarlane, Crisis Now Coordinator

#### **INVOCATION**

The invocation was given by City Clerk Danyielle Snider.

#### **FLAG SALUTATION**

At the request of Mayor Pruhs, Ms. Tidwell led the flag salutation.

#### **CITIZENS' COMMENTS**

[Clerk Note: Names of citizens who provide comments may not be spelled correctly if their name was illegible on the physical sign-up sheet.]

<u>Stanislav Gutsul</u> – S. Gutsul shared that he is a managing member of the entity that owns the Co-Op Plaza downtown and thanked the City Council for the recent Storefront Improvement Program, which they utilized. He discussed the work performed thus far and a challenge they have with a light pole obstructing installation of a new awning, referencing photos that had been distributed to Councilmembers. He affirmed that they did not want to install the new fixture around the pole and suggested a solution, which would require approval and coordination with the City.

Mayor Pruhs requested that City Engineer Robert Pristash discuss options with S. Gutsul to determine what could be done.

**Mr.** Cleworth asked for more details on the proposed awning. S. Gutsul reviewed one photograph that showed an example of one frame of the overall unit and further described the desired final design. He asserted that his proposed solution would be mutually beneficial as the business would provide replacement lighting. **Mr.** Cleworth asked how they would handle snowmelt concerns with the sharp-angled awning only covering half the width of the sidewalk. S. Gutsul shared that he had discussed this very issue with R. Pristash and Building Official Christoph Falke whose opinions were that the angle of the awning would prevent snow buildup during the winter and that the issue raised by Mr. Cleworth would be minimal, especially combined with their regular manual snow removal efforts during the winter to ensure pedestrian safety.

**Ms. Sprinkle** asked if the referenced light pole was the only light along that area of the street. R. Pristash provided an initial response to describe lighting in the area of the Co-Op Plaza. **Mayor Pruhs** directed that, per the City Attorney, this question would be best addressed at another time.

Jomo Stewart, President/CEO of Fairbanks Economic Development Corporation (FEDC) — J. Stewart provided a copy of the completed 2025 Annual Economic Report and reviewed high points of the findings. He noted that, compared to 2024, the economy of the Fairbanks area was doing pretty well and provided several examples of positive movement on major indicators. He also discussed some of the challenges, many of which are tied to a slowly declining population.

<u>David van den Berg, Executive Director of Downtown Association of Fairbanks (DTA)</u> – D. van den Berg shared that he had assembled a list of areawide economic development policy initiatives taken by various local organizations and municipalities, and that the newspaper had recently published a similar article. He stated that the City Council had done a great job on a number of things, with the acquisition and demolition of the Polaris Building being a prime example of the work being done that aligns with his organization's goals for development in the downtown area. He expressed curiosity in what kind of surface would be in place for the interim at the Polaris's empty lot. **Mayor Pruhs** indicated that it would be D1 gravel.

**Mr.** Cleworth thanked him for his report and the positive summary that had been provided.

Mr. Marney asked how the core downtown area fared over the past summer. D. van den Berg reported that there had been a fair amount of pedestrian traffic between visitors and locals and that the Golden Heart Plaza had a more positive, safer feeling of being under control. He discussed vacancies and newer tenants among the retail shops along Second Avenue and noted that downtown is still very dependent on tourists and visitors. Mr. Marney asked how the annual summer solstice festival had been. D. van den Berg recounted that the event is incredibly dependent on the weather and that this year was just about perfect, leading to a successful festival.

**Mayor Pruhs** asked if he would take an initiative to the DTA and requested they come up with an idea of how to revitalize the Carnahan Building. He explained that the City had put a lot of work

into the area of First through Third Avenue and that it was time to expand their focus further, with the Carnahan Building being the perfect candidate given its location between Fourth and Fifth Avenue. He asserted that D. van den Berg was the best person to head this up. D. van den Berg stated that he would take the request to his Board of Directors and follow up.

<u>Victor Buberge</u> – V. Buberge stated that he had read a recent article in the newspaper that criticized the Mayor and Councilmember Sprinkle for things related to the Polaris Building project. He shared that he had been following the progress of the building for many years, that the process of how it came to the current situation was beyond his comprehension, but that he believed Mayor Pruhs knew a lot more about it than anyone else. He predicted that there would be many ideas coming forward for what should now happen on that property and that some of them would likely put the City into significant debt. V. Buberge suggested that the City be willing to let the lot sit empty for a time, throw some dirt and grass seed out, and let it become a tea garden for a year or two while the community thinks about what it wants. He encouraged them to not rush anything.

Gene Salzman, Sr. – G. Salzman discussed problems with a speed gauge that is mounted on a light post along Ivy Drive but blocked by overgrown hedges. He reported that he had contacted the Public Works Department multiple times over the last few months, as well as in past years for the same issue, but that it was still not resolved despite being given a commitment that it would be. He expressed frustration that safety was not being prioritized, adding that the diminishment of police patrols through their neighborhood had also been noticed.

**Mayor Pruhs** recounted that he had spoken with G. Salzman the previous Friday and confirmed that the City Engineer would follow up regarding the issue with the speed gauge.

<u>Charity Gadapee, Director of Visitor and Community Engagement for Explore Fairbanks</u> – C. Gadapee provided an update on visitation numbers to the Morris Thompson Cultural Center for the summer season. She reported on the numerous community engagement endeavors that the organization had undertaken thus far in the year, including a recent announcement of award winners for a combined \$100,000 in grants to local programs.

<u>Brenda McFarlane, Crisis Now Coordinator.</u> – B. McFarlane provided an update on the Crisis Center, noting that it was National 988 Day, which highlights the importance of providing compassionate help, anytime, anywhere. She reviewed the type of services available within the Fairbanks area and asserted that the City is positioned better than it ever had been for appropriate and less costly responses to those in need. She expressed confidence that a crisis stabilization center would be operational within the next year, citing a recent conversation with the Chief Operational Officer of Alaska Behavioral Health.

**Ms. Sprinkle** asked if a location for the stabilization center had been chosen. B. McFarlane stated that Alaska Behavioral Health had a few options being reviewed but that nothing had been finalized or publicly disclosed at the moment.

Mayor Pruhs, hearing no more requests for comment, declared Citizens' Comments closed.

#### APPROVAL OF AGENDA AND CONSENT AGENDA

Mr. Ringstad, seconded by Mr. Marney, moved to APPROVE the agenda and consent agenda.

**Mayor Pruhs** called for objection to the APPROVAL of the agenda and, hearing none, so ORDERED.

Clerk Snider read the consent agenda, as amended, into the record.

#### **SPECIAL ORDERS**

a) The Fairbanks City Council held a public hearing and considered the following alcohol license applications for renewal:

Lic.#	DBA	License Type	Licensee	Address
5262	Aha Oriental Kitchen	Restaurant/Eating Place	Moonstone, LLC	996 Blair Road
5585	Jazz Bistro on 4th	Restaurant/Eating Place Bluenote Create, Inc. 52		527 4th Avenue, B
6080	KC's Kitchen	Restaurant/Eating Place	Curt Michael Haley	1707 S. Cushman Street
2847	HooDoo Brewing Co.	Beverage Fairbanks Fermentation, Dispensary LLC		1951 Fox Avenue
3687	Thai House Restaurant	Restaurant/Eating Place	Boonchoo, Inc.	412 5th Avenue

Ms. Sprinkle, seconded by Mr. Ringstad, moved to WAIVE PROTEST on the alcohol license applications for renewal.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE ALCOHOL LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Marney, Cleworth, Therrien, Sprinkle, Ringstad, Tidwell

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

b) The Fairbanks City Council held a public hearing and considered the following marijuana license applications for renewal:

Lic.#	DBA	License Type	Licensee	Address
11051	Northlink, LLC	Standard Marijuana Cultivation Facility	Northlink I I (	1550 Cushman Street, Suite B
11053	True Dank, LLC	Retail Marijuana Store	True Dank, LLC	1550 Cushman Street, Suite A

Ms. Tidwell, seconded by Mr. Ringstad, moved to WAIVE PROTEST on the marijuana license applications for renewal.

Mayor Pruhs called for public testimony.

<u>Fritz Wazniak</u> – F. Wazniak shared that he owns a business across the street from the location of the two applicants and that the smell can be unbearable at times. He stated that he was under the impression that there were requirements regarding odor containment and asked what expectations were in place. He cited similar problems for another store further down South Cushman Street.

Mayor Pruhs explained the problems that had been discovered and since rectified with the filtration system of the business further down South Cushman Street. He stated that this was the first complaint he was aware of for the applicants being considered and outlined the steps he takes upon receiving such feedback. He committed to visiting the owner and discussing ways to ensure compliance with the requirements for odor containment.

**Ms. Sprinkle** asked which business he owned in the area. F. Wazniak indicated that he owns Midtown Market. **Mayor Pruhs** added that he would follow up with F. Wazniak personally in the coming week and concurred that neither he nor his customers should have to experience the smell.

<u>Victor Buberge</u> – V. Buberge shared that he smoked marijuana from his teen years and quit around the year 2000. He expressed great fondness for the smell of cannabis and wished that it could be bottled up and available to spray in his own home.

There being no more comments, Mayor Pruhs closed the public hearing.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO WAIVE PROTEST ON THE MARIJUANA LICENSE APPLICATIONS FOR RENEWAL AS FOLLOWS:

YEAS: Marney, Cleworth, Ringstad, Tidwell, Therrien, Sprinkle

NAYS: None

Mayor Pruhs declared the MOTION CARRIED.

#### MAYOR'S COMMENTS AND REPORT

**Mayor Pruhs** asked Public Information Officer Teal Soden to provide an update on recruitment at the Fairbanks Police Department (FPD).

T. Soden provided a detailed breakdown of the number of applicants for 2024 and year-to-date 2025, noting the number who pass the written exam, are interviewed, hired, etc. and whether they were entry-level or lateral transfers. She reported that they currently have eight vacant positions plus two officers who are retiring and on terminal leave. She noted that two additional officers would be retiring in 2026 and thus the progress they had made in hiring over the last two years was currently only keeping up with retirements. She shared details of the work performed by those involved with the recruitment and hiring process at FPD and acknowledged that a lot of effort is put in just to net a few new officers for the department each year. T. Soden reported that they had expanded their ride-along program from only being available to active applicants to allow active and retired servicemembers who are considered a career in law enforcement, or for potential lateral transfers who may be visiting Fairbanks for other reasons. She declared that this change in ride-along policy had resulted in several applications. T. Soden discussed the challenges they face with recruitment such as the extreme climate, unique culture, high cost of living, a reduced advertising

budget, and more. She asserted that they do the best with what they have and thanked the Council for their support of FPD, noting various incentives that had been added in recent years. She reiterated that it was an uphill battle but stated that they are moving in the right direction.

**Mr.** Ringstad asked how many people they had brought on in the last two years. T. Soden summarized that between 2024 and 2025 seven total officers had been hired, five of which were lateral transfers, but that one of the entry-level individuals had resigned within their first week at the academy in Sitka. **Mr.** Ringstad acknowledged that while they are making headway, it did seem like a frequently moving target. T. Soden noted that they often play the long game with potential recruits from the military who sometimes reach out up to a year before they are out.

**Mr. Marney** asked if she had any other suggestions for what the Council could do to help assist with recruitment at FPD. T. Soden shared that when they speak to potential hires, they appreciate hearing that the department has the support of the community and the City Council. She stated that in recent years, the department has given officers the opportunity to grow in areas they desire which has been rewarding. She indicated that funds for training and advertising are very important.

**Mayor Pruhs** asked City Engineer Robert Pristash to give an outline on the remaining schedule for the Polaris Building project.

R. Pristash reported that the last of the contaminated concrete had been hauled away and the pit where the building's basement used to exist was now filled in to ensure structural integrity for the block. He shared that a layer of gravel would be put down and topped with Recycled Asphalt Product (RAP), which is ground up asphalt and contains binding materials. He noted that this is a step up from D1 gravel and while it would not be paved, it would be hard and durable. R. Pristash reviewed the remaining tasks to be completed around the property and the contractors lined up to perform the work. He gave a breakdown of the overall project costs for each phase and shared that they would be finishing on time and under budget.

**Ms. Sprinkle** asked if the surface would be permeable. R. Pristash stated that gravel with a RAP layer is somewhat permeable and loose. He pointed out that even regular asphalt is permeable.

**Mayor Pruhs** asked Fire Chief Andrew Coccaro to give an update on the expansion of personnel at the Fairbanks Fire Department (FFD).

Chief Coccaro stated that the hard work of the Mayor and City Council to support FFD and expand staffing had come to a positive conclusion. He shared that the remaining 10 vacancies had been filled and that the recent sign-on bonus to entice applicants with existing paramedic training had been a huge success. He acknowledged that they needed to get folks onboarded and begin internal training processes but declared that FFD was fully staffed for the first time in a long time. Chief Coccaro thanked all those who were part of the team effort of recruitment and pointed out that it helped when applicants see that they have excellent facilities and equipment, along with support from the community, City administration, and Council.

**Mayor Pruhs** referenced a packet of documents that had been provided to Councilmembers regarding the property located at 1875 Willow Street. He noted that the property is expected to be deeded over to the City but that they are beginning the abatement process in the meantime. He reported that the overall project is estimated to cost \$120,000 to \$140,000 but that this amount

included tipping fees which would likely be getting waived. He stated that if the City ended up acquiring the property he would prepare a more detailed report for the Council to review and decide how they would like to proceed. **Mayor Pruhs** pointed out that the property includes two lots and would be considered a premium value property given its location along the Noyes Slough. He predicted that the sale of the property might cover the entire cost of the project and that they would begin the abatement work in the following week.

**Mr. Ringstad** asked if there was a viable structure on the property. **Mayor Pruhs** stated that for all intents and purposes, there was not. He added that the property had been a repeat offender over the last few decades.

**Ms. Sprinkle** noted that there were several vehicles left on the property and asked if any could be sold to recover some of the cost of abatement. **Mayor Pruhs** stated that this would be determined by Public Work Director Jeremiah Cotter. He suggested that many neighbors of the property would likely be happy with the City after the abatement is complete, pointing out that other properties around it are quite nice. He reiterated that it would be a highly sought-after lot.

Mayor Pruhs reported that he and Chief of Staff Michael Sanders had traveled to Anchorage recently to visit with the Katie Ringsmuth with the Alaska Office of History & Archaeology to discuss creating a historical river travel corridor under the National Register of Historic Places, from the City-owned log cabin on Cushman to the Pump House Restaurant and Saloon. He shared that K. Ringsmuth would be in Fairbanks later in the month and was willing to meet again. He explained that anytime a property is placed on the register the value goes up, however they would not be prohibited from tearing a structure down in the future provided no federal grant money had been awarded. Mr. Ringstad contested these parameters, citing his own experience with the Register. Mayor Pruhs suggested that Mr. Ringstad may have been misinformed. He stated that the owner of The Boatel Bar had also expressed interest in this idea and that the City may want to consider it for the log cabin. He added that representatives from the Yukon Quest had conveyed that they would likely be moving out of the cabin at some point, at which time the City would need to make a decision as to the future of the building.

Ms. Sprinkle asked if K. Ringsmuth was willing to meet with the Council. Mayor Pruhs clarified that she was visiting for an engagement at the university but may be open to meeting with them and that he would reach out to make the request.

#### **COUNCILMEMBERS' COMMENTS**

Ms. Tidwell and Mr. Marney each indicated they had no comments

**Mr. Ringstad** stated that the best part of serving on the Council for the last three years had been the good working group relationship they have, whether they agree on issues or not. He suggested that the public had come to expect this of them and that while politics are trending towards less respect in moments of disagreement, the Council should strive to remain the exception. He recounted that he had missed the previous week's Work Session but had heard and read several reports of things that had transpired which, to him, seem unnecessary and inappropriate. **Mr. Ringstad** explained that he was referring to discussions about the Polaris Working Group and suggestions they had engaged in improper activities. He asserted that the group had firmly adhered to all applicable laws under the Alaska Open Meetings Act and that the continued questions and

concerns raised about how they have handled business are disappointing. He spoke of working with good leaders in business and government over the last 40 plus years, as well as some not so good ones, and that the best leaders start with a plan, do their homework, and bring a proposal forward to the appropriate decision-making body. **Mr. Ringstad** declared that Mayor Pruhs had been following this approach for over 10 years with regards to the Polaris Building and that himself and Ms. Sprinkle had been fortunate to be involved with the development of a plan to bring before the Council. He stated that it is inaccurate to suggest that anything else had occurred or that any of them had done something wrong. He asserted that they have a responsibility to maintain decorum and not put out innuendos that are otherwise motivated. He expressed hope that such a thing never happens again because he considers it completely unacceptable.

Ms. Sprinkle stated she had no comments.

**Ms.** Therrien gave a land acknowledgement. She expressed appreciation to the Mayor and other staff members for the Work Session on the Polaris Building which had occurred earlier in the evening and that she hopes they keep those meetings open.

**Mr.** Cleworth spoke to the issue of excessive odors from marijuana-based businesses within the city. He noted that they have only ever had issues with a few locations and shared details about past situations the Council had addressed. He affirmed that they appreciate the type of input brought by F. Wazniak, that they take concerns seriously, and will seek remedies.

#### **UNFINISHED BUSINESS**

a) Ordinance No. 6323 – An Ordinance Amending Fairbanks General Code Chapter 46, Article IV, Offenses Involving Nuisance, Adding Regulations Limiting the Time Period Temporary Signs, Including Political Signs, Can Be Displayed Within the City of Fairbanks. Introduced by Councilmember Sprinkle. SECOND READING AND PUBLIC HEARING.

Mr. Marney, seconded by Ms. Sprinkle, moved to ADOPT Ordinance No. 6323.

Mayor Pruhs called for public testimony.

Miguel Ramirez – M. Ramirez voiced opposition to Ordinance No. 6323. He gave a brief summary of his military background and having witnessed the results of communism and socialism across the world. He stated that he does not appreciate being told what he can and cannot do on his own property and pointed out that Fairbanks is not the same as Anchorage, Alaska or San Diego, California. He asserted that political signs do no hurt anyone and fall under the constitutional rights protected by the First Amendment. M. Ramirez declared that whatever side of the political forum one stands on, campaign signs exist to show support for the few people in their generation who will step up and run for office. He suggested that signs are also a way to show investment in future leaders. He shared that he had read a recent article that suggested some campaign signs had been up for almost a year. He pointed out that no current candidates for local elections had signs up a year ago, although he just recently saw a sign for State Senator Scott Kawasaki being taken down, despite his election taking place last fall. M. Ramirez reiterated that this was a matter of constitutional rights and that the Council should do the right thing.

<u>Nicole Amy Moore</u> – N. Amy Moore shared that she lives on Cowles Street in a home her parents purchased decades ago, noting the importance of grandfather rights being considered when significant laws are enacted. She stated that they are proud to provide a location for candidates to place signs, particularly those without deep pockets who are running a grassroots campaign. She suggested that the Ordinance could be viewed as an attack on certain socioeconomic categories. N. Amy Moore called attention to a past lawsuit against the State of Alaska Department of Transportation (DOT) by the campaign of then-gubernatorial candidate Mike Dunleavy and others, where the State lost and was required to pay out quite a bit of money. She asked how much the City can afford to pay in legal fees to push through and enforce the Ordinance. She asserted that it seems as though certain candidates were being targeted.

<u>Charles Moore</u> – C. Moore stated that Ordinance No. 6323 was a blatant violation of First Amendment rights and the City could expect to be sued if it goes through, citing past rulings by the Alaska Supreme Court. He suggested that the Council does not want to go down this road and that doing so would violate the Oath of Office they had all taken.

<u>Barbara Haney</u> – B. Haney stated that she lives outside of the City and although she serves on the Borough Assembly she was speaking at her own behest. She shared that she is an economist by trade but has had to become versed in many legal matters over the years. She cited court cases that deal with signage laws and constitutional rights, pointing out that the best example was the case mentioned earlier by N. Amy Moore, which made it clear that political signs are a form of protected speech. B. Haney asserted that campaign signs are an important component of the democratic process and that if they start to violate the First Amendment, it will become a slippery slope that the City does not want to go down. She pointed out that the Ordinance seeks to restrict signage placement to June through November and that while some have suggested that her own campaign signs had been out for much longer than that, she had documentation that proves they were only put up on Memorial Day weekend. She added that signs within city limits were actually not placed until later in June. B. Haney discussed her role as the Chair of the Regional Emergency Services Committee and the heavy fire season that had occurred over the summer.

**Ms. Sprinkle** asked if she was aware that the Borough has a similar Ordinance in place. B. Haney stated that the Court had struck down those regulations in 2018.

Mayor Pruhs asked if she felt that the Ordinance specifically targeted her. B. Haney stated that she kind of does, although she noticed when she was putting out her signs that some individuals such as Scott Kawasaki and Savannah Fletcher still had campaign signage up all around the Borough, even though the election they were a part of had occurred back in November. She asserted that the Ordinance violates three Constitutional Amendments and that while she does feel that Ms. Sprinkle's Ordinance was targeting her, it also targeted individuals like S. Kawasaki.

**Ms. Sprinkle** noted the Ordinance's timeframe of June through November and asked if she had any problem with having her signs taken down in November. B. Haney stated that she is not running for State Office and that local elections are done in October. She asserted that she is almost always able to secure a truck and have her signs removed by mid-October. She pointed out that candidates for State elections, which take place in November, would be affected differently. She suggested that the dates really do not matter because they also occasionally have special elections which can occur at any time and that signage for such might violate the terms of Ordinance 6323.

<u>Jeannie Olson</u> – J. Olson shared that she loves how Alaska is unique in its laws prohibiting billboards and that she is reminded of this anytime she drives around other states. She recognized that political signs are not the same as commercial advertising and are constitutionally protected but noted that there is a difference between having a right to do something versus what is the right thing to do. She suggested that it is becoming increasingly more common for people to want to exercise a right without considering the impact of their actions on others. J. Olson stated that she is also running for election to the Borough Assembly but that she chose not to begin active campaigning until the previous Saturday. She explained that she believes 30 days should be all that is needed for campaigning in a small election and that she intends to have her signs all taken down within 48 hours after the election.

<u>Hannah Ekalook</u> – H. Ekalook spoke in opposition to Ordinance No. 6323 and the creation of what she would call a "sign season". She stated that yard signs are accessible ways for people to participate in democracy and show support for candidates or causes. She confirmed that she is running for City Council and doing so with limited resources which is why she relies on yard signs being proudly displayed by neighbors in their own yards. She asserted that taking away this right only silences community voices and hurts grassroot efforts, not big money campaigns. H. Ekalook suggested that the Ordinance also supports government overreach, labeling political signs as visual litter and a public nuisance, while allowing the City power to enter private property to remove signs at the owner's expense, with disposal discretion. She noted that some elected officials leave their signs up year-round and that the City should focus on solving real problems rather than restricting free speech and civic engagement. H. Ekalook urged the Council to reject the Ordinance, ensure that all candidates have a fair chance to be heard regardless of resources, and instead spend time on policies that strengthen democracy and property rights.

<u>Fritz Wazniak</u> – F. Wazniak stated that he opposes the Ordinance and that common sense dictates candidates be responsible to take down their signs after an election and that they did not need to pass restrictive laws on the matter. He acknowledged that he has a prime piece of real estate on 15th Avenue and that he gets a lot of requests from candidates to place their signs. He shared that he often says yes, with the understanding that they remove the signs promptly after election day. He reiterated that this was a commonsense issue not requiring legislation and enforcement.

<u>Cynthia Wazniak</u> – C. Wazniak stated that she agrees with what has been said by previous commentors and asked the Council to vote against Ordinance No. 6323. She explained that it is their right to display signs and their responsibility to take them down, and that the Ordinance infringes upon rights protected under multiple constitutional amendments.

There being no more comments, Mayor Pruhs closed the public hearing.

**Ms. Sprinkle** stated that she was not targeting any particular candidate with the Ordinance. She explained that she approached the issue with a desire to have a conversation, not set anything on fire. She noted that her job as a Councilmember is to bring forth concerns and ideas shared with her by citizens she was elected to represent. She expressed gratitude for those who shared their thoughts. She referenced comments about the legality of laws regarding political signs and asked for the City Attorney to weigh in on whether those sections of Borough Code were not legal.

City Attorney Thomas Chard explained that the case from 2018 that had been referenced by individuals during Public Testimony provides that small, temporary campaign signs, no larger than

32 square feet, can be located on private property. He noted that the question at hand is the definition of "temporary" and that the Borough law, which is still active, defines temporary as being from the months of June through November. He pointed out that while political signs are viewed separately, the existing laws do still apply to other non-political, temporary signs, which would not include flags or those affixed to a permanent structure.

Mr. Ringstad stated that he agrees with the comments about constitutional rights, commonsense expectations to remove signs after an election, and elections sometimes happen outside of the ascribed timeframe. He suggested that it says something when candidates leave signs out all year.

Mr. Cleworth expressed being hung up on the definition of a temporary sign. He asked if he would be in violation if he placed a small sign in his yard that said, "Have a good day", and kept it up for more than 90 days. Attorney Chard confirmed that, according to the language of the Ordinance, he would. Mr. Cleworth stated that he would obviously have a problem with that. He discussed how laws exist which prohibit smoking within a certain distance of a business's entrance, though they are never enforced. He noted State and Federal laws regarding signs not being permitted within a certain distance of roadways. Attorney Chard confirmed that this was the State law challenged by the American Civil Liberties Union, resulting in the ruling that, while political signs may not be placed within the right-of-way, placement on private property is protected regardless of the distance from the road. Mr. Cleworth pointed out that a lot of signs exist along Airport Way and asked if any of them are unlawful. Attorney Chard reported that he had spoken with individuals at the DOT who confirmed that if they receive a complaint of any signage within the DOT right-of-way, they will attempt to contact the individual to direct that it be removed but will take action to do so if the owner does not rectify the situation. He explained that Ordinance No. 6323 had utilized a similar approach. He stated that a primary challenge for many is that it is often unclear where the right-of-way starts and stops. Mr. Cleworth expressed appreciation for Ms. Sprinkle's effort on the issue but reiterated that there were problematic aspects to the Ordinance.

**Mr. Marney** indicated that he could not support the Ordinance but was grateful for the opportunity to have a discussion on the topic. He concurred that he has seen signs up as early as April that year and that they should be picked up within two weeks after the election.

**Mayor Pruhs** recounted how, after his first campaign, he was unable to remove a larger sign because it had fallen over and frozen into the ground, for which he got a lot of flak. He acknowledged that most candidates try to remove their signs as quickly as they can and that those who do not are outliers. He expressed appreciation for Ms. Sprinkle initiating the discussion.

**Ms. Sprinkle** thanked the Council for the conversation. She reiterated that she felt it was her job to convey what was being brought to her and that she hopes no hard feelings would remain.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6323 AS FOLLOWS:

YEAS: None

NAYS: Therrien, Marney, Sprinkle, Ringstad, Tidwell, Cleworth

Mayor Pruhs declared the MOTION FAILED and

Ordinance No. 6323 FAILED.

b) Ordinance No. 6324 – An Ordinance Enacting Fairbanks General Code Section 2-65, Chief of Staff Authorities. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Sprinkle, seconded by Mr. Ringstad, moved to ADOPT Ordinance No. 6324.

**Mayor Pruhs** called for testimony and hearing none, declared Public Testimony closed.

**Mr.** Cleworth, seconded by **Mr.** Ringstad, moved to AMEND Ordinance No. 6324 by substituting the amended, proposed version.

**Mayor Pruhs** called for objection to the motion to AMEND Ordinance No. 6324 by substituting the amended, proposed version and, seeing none, declared the MOTION CARRIED.

Chief of Staff Michael Sanders discussed temporary scenarios where both himself and the Mayor might be unavailable to perform regular day-to-day duties and that this would officially give him the ability to continue the practice that has been in place of designating someone to fill in for him.

**Mr.** Cleworth explained that the proposed substitute which he had put together cleaned up one additional item. He shared that such a scenario had happened when he was the Mayor and that they always had a third person in line for temporary delegation of authorities.

**Clerk Snider** noted that Mr. Cleworth was not listed as a co-sponsor of the amended Ordinance and asked if such was his intent. **Mr. Cleworth** indicated that doing so was not necessary.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO ADOPT ORDINANCE NO. 6324, AS AMENDED, AS FOLLOWS:

YEAS: Ringstad, Tidwell, Therrien, Sprinkle, Marney, Cleworth

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6324, as Amended, ADOPTED.

c) Ordinance No. 6325 – An Ordinance Amending Fairbanks General Code Section 2-63, Succession to Office of Acting Mayor, and Section 2-64, Salary of Acting Mayor. Introduced by Mayor Pruhs. SECOND READING AND PUBLIC HEARING.

Ms. Sprinkle, seconded by Ms. Tidwell, moved to ADOPT Ordinance No. 6325.

Mayor Pruhs called for testimony and hearing none, declared Public Testimony closed.

**Mr. Ringstad**, seconded by **Mr. Marney**, moved to AMEND Ordinance No. 6325 by substituting the amended, proposed version.

**Mayor Pruhs** called for objection to the motion to AMEND Ordinance No. 6325 by substituting the amended, proposed

version and, seeing none, declared the MOTION CARRIED.

M. Sanders affirmed that nothing had change from what had been discussed in their last Work Session and that the proposed substitute was in response to concerns from Mr. Cleworth regarding compensation aspects within the Ordinance.

**Ms. Sprinkle** recounted that a concern had also been raised about the definition of the office of Mayor becoming "vacant" and asked if that had been addressed.

**Mr.** Cleworth noted that the Whereas statements cite sections from the City's Charter and Fairbanks General Code that give instructions for designating a position as vacant and that it requires Councilmember approval. He shared that he had worked on the proposed substitute with the City Attorney but had additional thoughts and concerns since then. He explained that the two scenarios to consider are when the office is vacated within six months of a regular election versus greater than six months. He asked how long they would have to perform a special election in the event a vacancy occurs with more than six months left in the position's term. Clerk Snider stated that she would review the Charter to check the timeframe for special elections as described.

**Mr.** Cleworth discussed the other scenario, where the vacancy would be within six months of a regular election and that the new logistics, according to the Ordinance, would require the Councilmember with the longest total period of tenure to resign their own Council seat to assume the office of mayor pro tempore, rather than just that of acting mayor. He pointed out that if this Councilmember was not elected as Mayor in the special election that followed, they could lose the remainder of their original term on the Council, which could be one or even two full years, simply due to filling in as mayor pro tempore. He asked if it was appropriate for someone to lose their seat on the Council in this way.

Attorney Chard explained that there are firm State statutes that would prohibit someone from holding more than one office and thus the resignation caveat as described by Mr. Cleworth was correct. He clarified that the City's Charter currently allows for the Council to designate someone who was not an elected Councilmember to serve in this temporary position but that Ordinance No. 6323 would change that. He concurred that language addressing compensation should be clearer.

**Mayor Pruhs** stated that when a Councilmember resigns their seat to fill in, their position is filled by mayoral appointment, with a confirmation vote by the Council. He acknowledged that this creates a can of worms for the individual who had to make the switch as there would be no guarantee that they would be elected to any position in the subsequent election.

**Ms.** Therrien asked whether State law dictates if they must appoint a Councilmember or if it can be someone else. Attorney Chard clarified that the statute allows for either option but reiterated that if they fill the vacancy with an existing Councilmember, that individual must resign their existing seat. He confirmed that they could still run in the next election for their former position.

Mr. Cleworth discussed other significant problems that would be created due to existing union contracts and certain benefits associated with the mayoral position which require payment but may never be realized as the time it takes to become vested is greater than the likely length of service in the temporary position. He asserted that these are not hypothetical concerns and that he had personal experience with the matter. He suggested there may be other ways around it with

additional changes to their Code or further discussion with the union. **Mr. Cleworth** reiterated that these were some of the bigger question marks that came up for him even after the changes within the proposed substitute and that it really is a quagmire. He added that, with such a short timeframe being considered for a vacancy, the Chief of Staff and other experienced department heads are highly qualified and could continue managing the business of the City. He suggested that they may be going overboard on something that may have a simpler solution.

**Mayor Pruhs** noted that if the temporary duties fell to the Chief of Staff, they would retain their current, higher salary, along with all regular benefits, while still answering to the City Council.

**Ms. Therrien**, seconded by **Mr. Cleworth**, moved to POSTPONE Ordinance No. 6325, as Amended, to the next Regular Meeting, with a Work Session in between.

Clerk Snider reported that the Fairbanks General Code states a specific timeframe for a special election pertaining to a citizens' initiative or referendum after the required number of signatures had been gathered and is certified. She noted, however, that it does not provide guidelines for a special election related to a vacancy of the mayor's office.

Mr. Cleworth spoke in favor of postponement.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO POSTPONE ORDINANCE NO. 6325, AS AMENDED, TO THE NEXT REGULAR MEETING, WITH A WORK SESSION IN BETWEEN, AS FOLLOWS:

YEAS: Tidwell, Sprinkle, Ringstad, Marney, Therrien, Cleworth

NAYS: None

**Mayor Pruhs** declared the MOTION CARRIED and Ordinance No. 6325, as Amended, POSTPONED.

#### **NEW BUSINESS**

a) Resolution No. 5185 – A Resolution Approving Updates to the City of Fairbanks Emergency Operations Plan (EOP). Introduced by Mayor Pruhs.

APPROVED on the CONSENT AGENDA

b) Ordinance No. 6326 – An Ordinance Amending Fairbanks General Code Section 14-433 Rotation Tow List Eligibility Requirements. Introduced by Mayor Pruhs.

ADVANCED on the CONSENT AGENDA

b) Ordinance No. 6327 – An Ordinance Enacting Fairbanks General Code Chapter 25 Emergency Operations. Introduced by Mayor Pruhs.

APPROVED on the CONSENT AGENDA

#### WRITTEN COMMUNICATIONS TO THE CITY COUNCIL

a) Chena Riverfront Commission Meeting Minutes of April 23, 2025

#### ACCEPTED on the CONSENT AGENDA

b) Clay Street Cemetery Commission Meeting Minutes of August 6, 2025

ACCEPTED on the CONSENT AGENDA

c) Memorandum to Approve the Appointment of 2025 Election Officials

ACCEPTED on the CONSENT AGENDA

#### **COMMITTEE REPORTS AND COUNCILMEMBERS' COMMENTS**

**Ms.** Therrien explained that she was attending the meeting remotely due to testing positive for COVID and that while she was feeling better, she stayed home out of an abundance of caution. She reported that she would be absent for the next Work Session and Regular Meeting due to travel and asked to be excused.

**Mr.** Marney shared that he had attended the last Board of Directors meeting for Explore Fairbanks and heard updates about downtown. He added that he also attended the Fairbanks Diversity Council's last meeting and that they would be hosting a Human Library event later in the month.

Ms. Tidwell stated that she had no comments and nothing to report.

**Mr.** Cleworth, seconded by **Ms.** Tidwell, moved to EXCUSE Ms. Therrien from the Regular Work Session of September 23, 2025 and the Regular Meeting of September 29, 2025.

Mayor Pruhs called for objection to the motion to EXCUSE Ms. Therrien from the Regular Work Session of September 23, 2025 and the Regular Meeting of September 29, 2025 and, seeing none, declared the MOTION CARRIED.

**Mr.** Cleworth discussed abandoned vehicles within the downtown parking structure and noted that, to his understanding, all necessary paperwork had been completed and the ball was in the City's court to go remove the vehicles. He thanked the Fire Chief for providing a recent report of call numbers for the Fairbanks Fire Department.

Ms. Sprinkle stated that she has quite a bit of homework after recent meetings. She noted that the Chamber of Commerce Government Relations Committee, which she serves on, would be meeting soon. She reported that she had attended the last Borough Assembly meeting as the City Council representative and that it had been a long meeting with a lot of work pertaining to zoning. She shared that there would be a Finance Committee meeting later in the month and that they would be having interesting conversations related to lotteries.

Mr. Ringstad stated that he had no comments and nothing to report.

#### **CITY CLERK'S REPORT**

Clerk Snider provided additional details about the Human Library event being organized by the Fairbanks Diversity Council. She pointed out that the Council had previously amended the regular schedule of meetings and thus the next Regular Work Session would be in two weeks and the next Regular Meeting would be three weeks away. She shared that the annual Election Information Pamphlet had been published online, with printed copies available at the Clerk's Office.

#### **CITY ATTORNEY'S REPORT**

Attorney Chard stated that he had nothing to report.

#### **ADJOURNMENT**

Transcribed by: CC

Ms. Sprinkle, seconded by Ms. Tidwell, moved to ADJOURN the meeting.

Mayor Pruhs called for objection and, hearing none, so ORDERED.

Mayor Pruhs declared the meeting adjourned at 8:48 p.m.

		DAVID PRUHS, MAYOR	
ATTEST:			
D. DANYIEL	LE SNIDER, MMC, CITY	CLERK	

800 Cushman Street Fairbanks, AK 99701



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

## **MEMORANDUM**

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk

SUBJECT: Alcohol License Renewal Applications

DATE: September 22, 2025

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following alcohol license renewal applications:

Lic.#	DBA	Туре	Licensee	Address
3050	All Star	Restaurant/ Eating Place	All Star, LLC	1448 S. Cushman Street
3336	Soapy Smith's Pioneer Restaurant	Restaurant/ Eating Place (Seasonal)	Nicholas V. Stepovich	543 2nd Avenue

Pursuant to FGC Sec. 14-178 the Council may determine whether to protest alcohol license renewal applications after holding a public hearing. As required by FGC Sec. 14-167(b), I have sent written notice of the public hearing to the above-listed licensees.

The renewal applications were considered by the ABC Board on September 16, 2025, and the board approved both applications with delegation. The City's 60-day response deadline to AMCO is October 21, 2025.

There are no department-recommended protests for these alcohol license renewal applications.

800 Cushman Street Fairbanks, AK 99701

SUBJECT:



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

## **MEMORANDUM**

TO: Mayor Pruhs and City Council Members

FROM: D. Danyielle Snider, City Clerk

Marijuana License Renewal Applications

DATE: September 22, 2025

Notice has been received from the State Alcohol & Marijuana Control Office (AMCO) for the following marijauna license renewal applications:

Lic.#	DBA	Туре	Licensee	Address
10131	Pakalolo Supply Company, Inc.	Retail Marijuana Store	Pakalolo Supply Company, Inc.	1851 Fox Avenue
11053	Pakalolo Supply Company, Inc.	Standard Marijuana Cultivation Facility	Pakalolo Supply Company, Inc.	1851 Fox Avenue

Pursuant to FGC Sec. 14-214 and 3 AAC 306.060, the Council may determine whether to protest a marijuana license renewal application after holding a public hearing. As required by FGC Sec. 14-214(b), I have sent written notice of the public hearing to the above-listed licensees. The 60-day response deadline to AMCO for these marijuana license renewals is October 14, 2025.

Pursuant to FGC Sec. 14-215(b)(12), I have inquired about complaints filed within the past 12 months with the Fairbanks North Star Borough (FNSB) and AMCO in regard to these marijuana establishments, and no complaints were reported.

There are no department-recommended protests for these marijuana license renewal applications.

Introduced by: Mayor Pruhs Date: August 25, 2025

#### 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

# <u>WHEREAS, AS 29.20.280 and Section 4.1.3 of the City of Fairbanks Charter defines</u> 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 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 histheir 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

Introduced by: Mayor Pruhs Date: August 25, 2025

# 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 <u>Chief of Staff</u> councilmember with the longest total period of tenure in office shall assume the office of mayor pro tempore <u>until the office of the mayor has</u> 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

Introduced by: Mayor Pruhs Date: September 8, 2025

### **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 **strikethrough** 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

Introduced by: Mayor Pruhs Date: September 8, 2025

#### **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) <u>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.</u>
- 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. <u>Emergency procurement related to a declared state of emergency will follow emergency purchasing standards established in Sec. 54-246.</u>
- 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. <u>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.</u>
- b. <u>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.</u>
- 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. <u>In multijurisdictional responses</u>, 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.

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

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: Yes\_\_\_\_\_ 1) additional costs beyond the current adopted budget? Yes\_\_\_\_\_ 2) additional support or maintenance costs? If yes, what is the estimate? see below 3) additional positions beyond the current adopted budget? Yes\_\_\_\_\_ If yes, how many positions?\_\_\_\_ If yes, type of positions? (F - Full Time, P - Part Time, T - Temporary) II. FINANCIAL DETAIL: Contracts Personnel Other Costs PROJECTS: Total Construction and installation of streetscape project \$50,000 \$50,000 TOTAL \$50,000 \$50,000 Contracts FUNDING SOURCE: 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 Initial sf Date 9/2/2025 Reviewed by Finance Department:

Introduced by: Mayor Pruhs Date: September 29, 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

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

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

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

#### **RESOLUTION NO. 5188**

# A RESOLUTION AUTHORIZING THE CITY OF FAIRBANKS TO APPLY FOR 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.

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

PASSED and APPROVED this 29th Day of September 2025.

AYES: NAYS: ABSENT: APPROVED:	David Pruhs, City Mayor
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\_\_\_\_\_ Yes\_\_\_\_\_ 2) additional support or maintenance costs? If yes, what is the estimate? see below No X 3) additional positions beyond the current adopted budget? Yes \_\_\_\_\_ If yes, how many positions?\_\_\_\_ If yes, type of positions?\_\_\_\_\_ (F - Full Time, P - Part Time, T - Temporary) II. FINANCIAL DETAIL: Other Costs PROJECTS: Contracts Total Equipment Thermal Remediation Unit \$1,500,000 \$1,500,000 \$1,500,000 \$1,500,000 TOTAL FUNDING SOURCE: Equipment Contracts Other Costs Total \$1,500,000 \$1,500,000 Grant Fund (Federal) 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

Introduced by: Mayor Pruhs Introduced: September 29, 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.

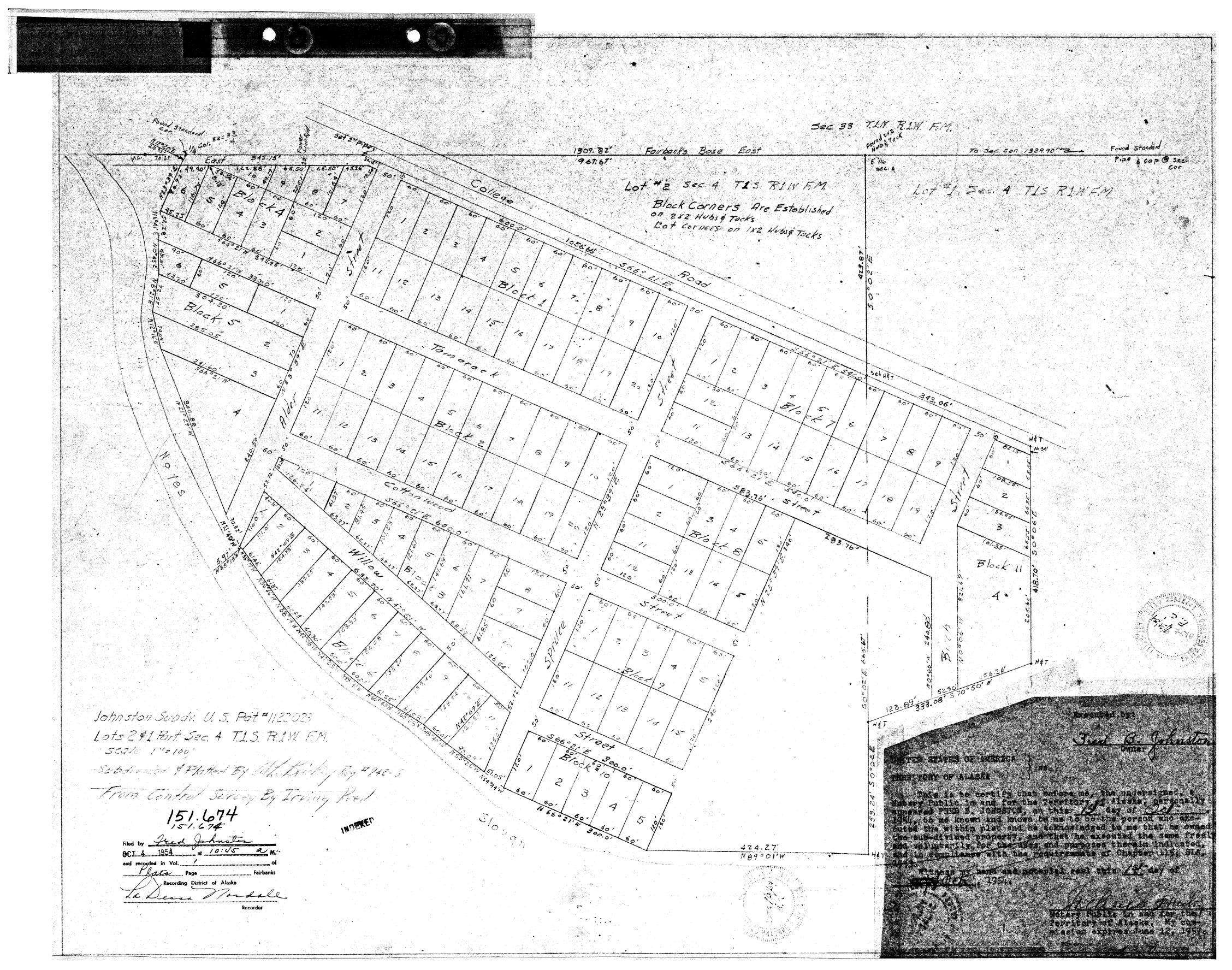
**BE IT FURTHER RESOLVED** that the effective date of this resolution is six days after adoption.

PASSED and APPROVED this 29th Day of September 2025.

	David Pruhs, Mayor
AYES:	
NAYS:	
ABSTAIN: ABSENT:	
ATTEST:	APPROVED AS TO FORM:
711201.	ATTROVED NO TO FORW.
D. Danyielle Snider, CMC, City Clerk	Thomas A. Chard II, City Attorney

# CITY OF FAIRBANKS FISCAL NOTE

I. REQUEST:					
Ordinance or Resolution No:	5189				
Abbreviated Title:	RESOLUTION AUTHORIZING	G PURCHASE OF 1725 WIL	LOW STREET		
Department(s):	GENERAL				
Does the adoption of this ordi	nance or resolution authorize:				
1) additional costs beyond the	current adopted budget?	Yes	No		Χ
2) additional support or mainto	-	Yes	<del></del>		
If yes, w	hat is the estimate? see below	·			
3) additional positions beyond	the current adopted budget?	Yes	No		Χ
If yes, h	ow many positions?	<u> </u>			
If yes	s, type of positions?	(F - Full Time, P - Part Ti	me, T - Temporary)	1	
II. FINANCIAL DETAIL:			1		
EXPENDITURES:	TDEET (4 00) HOLTION				OTAL
PROPERTY 1725 WILLOW S	STREET [ACQUISITION]			\$	2,960
TOTAL				\$	2,960
FUNDING SOURCE:				Т	OTAL
CAPITAL FUND [CONTINGE	NCY]			\$	2,960
TOTAL				\$	2,960
\$10, closing costs totaling \$1, dated August 12, 2012 in the	chase the property located at 17 550, and property taxes totaling amount of \$30,820 and interest s high as \$148,750. [Please no	\$1,400. The City will forgo in the amount of \$93,890. T	payment of an aba he City will abate t	teme	nt lien
Prepared by Finance Departm	nent: Initia	al <u>mb</u> D	ate 9/22/2025		



# **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 <u>Initial</u> 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.

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.

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.

**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.

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.

**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.

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.

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.

**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.

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.

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.

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.

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)

- 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 the presence of a notary public.

Principal's Signature Mike Balough

20 22 in the 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 Signature Solly Sully States 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, 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 2021



Stewart Title Company 714 Gaffney Road Fairbanks, AK 99701 Phone: (907) 456-3474 Fax: (907) 456-3476

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

File No.: 2677627 Page 1 of 4

Grantee : J. C. Rasor Recorded : July 3, 1962

Book : 142 Page : <u>110</u>

(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 : <u>112</u>

(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 : <u>115</u>

(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 : <u>634</u>

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 : <u>682</u>

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 : <u>406</u>

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 : <u>555</u>

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 : <u>591</u>

File No.: 2677627 Page 2 of 4

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 : <u>2007-016210-0</u>

**Stewart Title Company** 

Vivian Gieszler, Title Officer

File No.: 2677627 Page 3 of 4

#### 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 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 <u>maximum liability</u> 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.

File No.: 2677627 Page 4 of 4



#### **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



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

File Number:	2638270

Licensee:

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: \_\_\_\_\_

File No.: 2638270 Acceptance Letter on Prelim Buyer AK

# **NOTICE!**

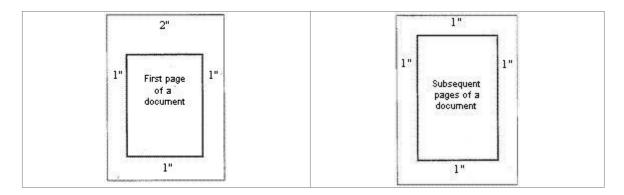
Recording offices in Alaska ARE enforcing margin and font requirements. Failure to comply with the terms of this Notice may result in your transaction being delayed or failing to record. It is essential that you comply with this notice. Stewart Title Company will not be responsible in any way for the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

File No.: 2638270 Page 1 of 1



#### **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

GUARAN

rederick 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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File No.: 2638270



AMERICAN



#### 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
- "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.
- "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.
- "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- "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.
- "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.
- "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 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.
- 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;
  - Schedule B, Part II Exceptions; and f.
  - g. a countersignature by the Company or its issuing agent that may be in electronic form.

#### **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.

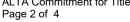
This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy: the Commitment Conditions; Schedule A. Schedule B. Part I - Requirements; and Schedule B. Part II - Exceptions; and a countersignature by the Company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

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File No.: 2638270

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







#### 5. LIMITATIONS OF LIABILITY

- 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:
  - comply with the Schedule B, Part I Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - acquire the Title or create the Mortgage covered by this Commitment. iii.
- 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.
- 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.
- 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.
- The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### 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.
- 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.

#### **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**

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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File No.: 2638270

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

Page 3 of 4





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)

Page 4 of 4





## 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

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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File No.: 2638270

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

Page 1 of 7

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

ISSUED BY STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY

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File No.: 2638270

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

# 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.

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

## 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 <u>report</u> 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. <u>2025-005930-0</u>.
- 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)

## 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 <a href="2007-016210-0">2007-016210-0</a> is the last deed of record.

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

## 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.
- 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)

## 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.

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 BII (07-01-2021)

Updated: August 24, 2023

## 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 <a href="OptOut@stewart.com">OptOut@stewart.com</a>, 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

Effective Date: January 1, 2020

Updated: August 24, 2023

## 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.
- I. 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. <u>Deletion Request Rights</u>

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.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
- 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
- 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.

File No.: 2638270 Page 1 of 1



# 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.

FNSB Property Search https://propertysearch.fnsb.gov/Print

### Summary

PAN Physical Description do not rely on as a legal description Neighborhood Fire Service Area

0079723 © 0160 - Aurora-Lemeta CITY OF FAIRBANKS

Property Class Tax Status Business

Residential TAXABLE

Land AreaMillage GroupMillage Rate1 - 8,097 Square Feet0078 - JOHNSTON16.453

Street Address Billing Address Child Properties Parent Properties

1725 WILLOW ST 24111 21ST AVE S None None
DES MOINES, WA 98198-3955

## **Buildings**

Year Built		Description		Architecture		Category	
1956		SFR		Standard 02		Residentia	I
Section ID	Footprint	Stories	Perimeter	Interior Description	on 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			<u>2007-016210-0</u>
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 <u>website</u>. Or contact our office at 907-459-1428.

Year	Land	Improvement Value	Full Value Total	<b>Exemptions Total</b>	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.

<sup>\*\*\*</sup> Balances may not reflect the correct payoff amount due to accrued interest \*\*\*

Year	Tax Levied	State Exempted	Fees	<b>Total Due</b>	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

Introduced by: Mayor Pruhs and Councilmember Tidwell Date: September 29, 2025

#### **RESOLUTION NO. 5190**

# A RESOLUTION SEEKING SUPPORT TO ALLEVIATE THE BURDEN ON THE CITY OF FAIRBANKS IF A GAS LINE IS CONSTRUCTED FROM THE NORTH SLOPE

WHEREAS, the City of Fairbanks has a community incorporated non-profit, Interior Gas Utility, operating and distributing natural gas throughout the city; and

WHEREAS, a gas line is currently under consideration from the North Slope to South Central Alaska; and

WHEREAS, the City of Fairbanks supports a Trans-Alaska Gas Line; and

**WHEREAS**, an approximately 35+/- mile spur-line should be built from the Trans-Alaska Gas Line to the City of Fairbanks; and

WHEREAS, the spur-line will travel across State of Alaska-owned properties; and

**WHEREAS**, the spur-line will bring a high cost that cannot be economically amortized to the TWO THOUSAND FOUR HUNDRED +/- customers of the Interior Gas Utility; and

WHEREAS, the State of Alaska can, through various agencies, completely minimize spur-line development costs to the citizens of Fairbanks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT THE CITY OF FAIRBANKS requests the Governor's Office, Alaska State Legislature, Alaska Gas Line Development Corporation, and Alaska Department of Natural Resources provide that:

- 1. Spur-line construction costs will be absorbed into the construction cost of the Trans-Alaska Gas Line.
- 2. No royalty or tariff for gas from State of Alaska gas deposits will be charged for in-state use.
- 3. No state fees will be placed upon any right of way the spur-line is constructed upon.

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

AYES: NAYS: ABSENT: APPROVED:	David Pruhs, City Mayor
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

#### **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 strikethrough 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)		ROPOSED COUNCIL PROPRIATION
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	\$	11,979,784	\$	(929,277)	\$	11,050,507
Minimum uponigned find belong as a silver	ont is	200/ of budgets	d ann.	ol.		
Minimum unassigned fund balance requirem expenditures but not less than \$10,000,000.					\$	9,800,439

## **CAPITAL FUND**

	Α	PPROVED			Pl	ROPOSED
	COUNCIL		INCREASE		COUNCIL	
REVENUE	APP	ROPRIATION	(DE	CREASE)	APP	ROPRIATION
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	\$	1,085,000	\$	<u>-</u>	\$	1,085,000
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		12,500		79,500
Total expenditure appropriation	\$	16,696,095	\$	256,500	\$	16,952,595
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	\$	5,616,086	\$		\$	5,616,086
2024 fund balance	\$	21,341,481	\$	_	\$	21,341,481
Prior year encumbrances	Ψ	(3,787,165)	Ψ	_	Ψ	(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)		(256,500)		(9,636,082)
2025 estimated fund balance	\$	11,346,472	\$	(256,500)	\$	11,089,972
Estimated unassigned capital fund balance for	cts			\$	5,735,160	

**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 \$256,500 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
- 9. Building Department
  - \$12,500 increase to replace vehicle P-089 (cost \$35,000, balance from original budget of \$67,000)



#### BOARD OF PLUMBER EXAMINERS REGULAR MEETING MINUTES, June 17, 2025 HELD IN FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA



The Board of Plumber Examiners convened at 12:00 pm on the above date, to conduct a meeting in the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska, with the following members in attendance:

Members Present:

Aaron Mabee, Seat B

Dan Portwine, Seat D Kraig Hogenson, Seat E

[Member], [Seat] [Member], [Seat]

Christoph Falke, Ex-Officio

Absent:

JT McComas-Roe, Seat A

Also Present:

Michael Davis

Royce Eagle

#### APPROVAL OF PREVIOUS MINUTES

Member Kraig Hogenson, seconded by Member Aaron Mabee, moved to APPROVE the Agenda.

**Chair Temp.** Michael Davis called for objection and, hearing none, so ORDERED.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

Discussed changing the definition of city resident regarding Seat C requirements. Christoph to follow up with the City Clerk.

#### **DISCUSSION ITEMS**

Sean Randle retired due to health reasons. Seat C is now vacant.

#### **BOARD MEMBER COMMENTS**

Royce Eagle attended about 20 minutes of the meeting and then left. Royce did not comment on anything.

Kraig Hogenson made a motion to adjourn. Dan Portwine seconded the motion. Motion carried.

#### **ADJOURNMENT**

**Chair Temp.** Michael Davis declared the meeting adjourned at 12:40 pm.

[Name], Chair



#### FAIRBANKS DIVERSITY COUNCIL REGULAR MEETING MINUTES JULY 8, 2025, 5:30 – 7:00 P.M.



HELD VIA <u>ZOOM WEBINAR</u> AND AT FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

The **Fairbanks Diversity Council** (FDC) met on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska. **Vice Chair Karen Blackburn** (Seat I) was physically present, and the following members were in attendance:

#### **Members Present (In Person):**

Erica Dillard, Seat A June Rogers, Seat C Deirdre Hamilton, Seat K Jake Merritt, HR Director

#### Members Present (Zoom):

Herb Butler, Seat J

#### Also Present:

D. Danyielle Snider, City Clerk

#### **Members Absent:**

Vacant, Seat B
Juanita Webb, Seat D (excused)
Vacant, Seat E
Dorothy Shockley, Seat F
Vacant, Seat G
Vacant, Seat H
Lonny Marney, City Council Member
David Pruhs, Mayor

#### **CALL TO ORDER** (Reading of Mission Statement and Land Acknowledgement)

Vice Chair Blackburn called the meeting to order at 5:30 p.m. At the request of Vice Chair Blackburn, E. Dillard read the mission statement and J. Rogers read the Land Acknowledgement.

#### **PLEDGE OF ALLEGIANCE**

Vice Chair Blackburn led the group in the Pledge of Allegiance.

#### **APPROVAL OF AGENDA**

J. Rogers, seconded by E. Dillard, moved to APPROVE the agenda.

**Vice Chair Blackburn** called for objection on the motion to APPROVE the agenda, and seeing none, the agenda was approved.

#### **APPROVAL OF PREVIOUS MINUTES**

- a) Regular Meeting Minutes of May 13, 2025
- E. Dillard, seconded by J. Rogers, moved to APPROVE the minutes.

**Vice Chair Blackburn** called for objection on the motion to APPROVE the minutes, and seeing none, the minutes were approved.

#### **CITIZENS' COMMENTS** – None

#### **REPORT FROM THE CHAIR**

a) Presentation by Chair Webb and Geri Simon

The presentation did not occur since Chair Webb and Geri Simon were not present.

**Vice Chair Blackburn** asked if anyone had connections in regard to the Intertribal Powwow. Clerk Snider was asked to check with Chair Webb to see if she and former FDC member M. Oss would represent at the event.

**Vice Chair Blackburn** welcomed new members E. Dillard and D. Hamilton and asked them each to introduce themselves.

- **D.** Hamilton stated that her father was in the Air Force, and her mother is an Athabascan who now lives in Texas. She stated that she moved back to Fairbanks five years ago. She stated that she was invited to apply to serve on the FDC at the Juneteenth event. She spoke about the struggles she has faced in retirement, and she spoke briefly about her son who is a civil rights attorney in Colorado. **D.** Hamilton spoke about her own diversity and shared that she has lived in ten different states and travelled internationally as a child. She stated that her grandfather, Sherman A. Noyes, was a libertarian and a lawyer who lived in Fairbanks during the gold rush days. She shared that he built a house near Tanana Chiefs Conference that is still standing.
- **E. Dillard** stated that she was a "military brat" and has lived in Alaska since 2000. She explained that she lived in Kodiak and Sitka before moving to Fairbanks in 2005 where she finished her bachelor's degree. She shared that she began working for Family Centered Services of Alaska in 2008 and is still with that organization. She stated that she received her master's degree in justice administration. **E. Dillard** expressed an appreciation for leadership and indicated that was part of the reason she joined some boards. She stated that she enjoys different cultures, and she spoke about the diversity of the places she has lived, including Puerto Rico and Florida. She shared that her husband is a trapper who handsews furs and sells items at local bazaars.

FDC members J. Rogers, H. Butler, J. Merrit, and K. Blackburn each gave an introduction of themselves and welcomed the new members.

#### **UNFINISHED BUSINESS**

a) Human Library Update – Event Coordinators: Marney, Webb Noel Wien Library, September 20, 11 a.m. – 4 p.m.

This item was not addressed.

b) Diversity Activity Book

There was no update on this item.

c) Report on May 31 Race Against Racism

Vice Chair Blackburn stated that participation was about half of what it was the prior year and expressed hope that participation would increase in 2026. She suggested that the event should be advertised more, possibly on social media. She stated that those who were present were excited and very involved, and it was a good event.

d) Report on June 14 Juneteenth Celebration

Vice Chair Blackburn stated that she was not present at the Juneteenth event. J. Rogers stated that the Juneteenth Celebration seemed to be better attended than it was in previous years. She shared that things were very organized, and the music and activities were well-coordinated. She indicated that people enjoyed themselves. Vice Chair Blackburn mentioned that there was an incident with a gentleman at the event who was upset that he was not able to serve food from his food truck due to a permitting issue. She indicated that he complained to the NAACP president who handled the complaint professionally. J. Rogers commented that people may not know the requirements involved with operating food trucks, and information should be sent to them.

e) Calendar of Events (informational only)

#### **NEW BUSINESS**

a) Upcoming Chair Term Ending; Election of New Vice Chair

The consensus of the FDC was to postpone this item to the next regular meeting.

# **FDC MEMBERS' COMMENTS**

**H. Butler** provided an update on his medical condition and stated that he will be seeing a specialist in Anchorage. He stated that he stays home most of the time, and that is why he is not present. He questioned what the presentation by Chair Webb and Geri Simon was on the agenda. Clerk Snider explained that the presentation was an effort in collaboration following the FDC's discussion at the FDC's May meeting. **H. Butler** stated that he called Chair Webb after that meeting, but he did not get much information. **J. Rogers** shared that she has spoken with G. Simon, who she believes is very eager to be a part of the conversation. She stated she believes J. Webb and G. Simon are interested in working together.

- E. Dillard stated she had no comments.
- **D. Hamilton** stated that the meeting had been enlightening, and she enjoyed herself.
- J. Rogers shared that she enjoyed meeting both of the new members and welcomed them again.

J. Merritt stated that he had no comments.

Vice Chair Blackburn stated that she had no comments.

# **MEETING DATES**

a) Next Regular Meeting Date, August 12, 2025

# **ADJOURNMENT**

Vice Chair Blackburn declared the meeting adjourned at 6:14 p.m.

Karen Blackburn, Chair

D. Danyielle Snider, MMC, City Clerk

Transcribed by: DS



# FAIRBANKS DIVERSITY COUNCIL REGULAR MEETING AGENDA AUGUST 12, 2025, 5:30 – 7:00 P.M.



HELD VIA <u>ZOOM WEBINAR</u> AND AT FAIRBANKS CITY COUNCIL CHAMBERS 800 CUSHMAN STREET, FAIRBANKS, ALASKA

The **Fairbanks Diversity Council** (FDC) met on the above date to conduct a Regular Meeting via Zoom Webinar and at the City Council Chambers, 800 Cushman Street, Fairbanks, Alaska. **Chair Juanita Webb** (Seat D) was physically present, and the following members were in attendance:

#### Members Present (In Person):

Erica Dillard, Seat A
Jennifer Hartford, Seat B
Karen Blackburn, Seat I
Herb Butler, Seat J
Deirdre Hamilton, Seat K
Jake Merritt, HR Director
Lonny Marney, City Council Member

# Members Present (Zoom): June Rogers, Seat C

June Rogers, Seat C Dorothy Shockley, Seat F

#### **Members Absent:**

Vacant, Seat E Vacant, Seat G Vacant, Seat H David Pruhs, Mayor

#### Also Present:

D. Danyielle Snider, City Clerk

**CALL TO ORDER** (Reading of Mission Statement and Land Acknowledgement)

**Chair Webb** called the meeting to order at 5 p.m. **K. Blackburn** read the land acknowledgement. **H. Butler** read the mission statement.

#### **PLEDGE OF ALLEGIANCE**

Chair Webb led the group in the Pledge of Allegiance.

#### APPROVAL OF AGENDA

**Chair Webb** added items to the agenda under New Business: email from former member Marsha Oss; and conversation with new members on expectations.

**D.** Hamilton, seconded by K. Blackburn, moved to approve the agenda, as amended.

**Chair Webb** called for objection on the motion to APPROVE the agenda, as amended, and seeing none, the agenda was approved.

# **APPROVAL OF PREVIOUS MINUTES**

a) Regular Meeting Minutes of July 8, 2025

K. Blackburn, seconded by E. Dillard, moved to approve the meeting minutes.

**D.** Shockley asked for more information in the section where new members introduced themselves. Clerk Snider indicated that the meeting minutes could be revised to add more detail, and they would return to the body at the next meeting for approval. No members objected.

# **<u>CITIZENS' COMMENTS</u>** (Limited to 3 Minutes) – None

# REPORT FROM THE CHAIR

Chair Webb stated that she had no report.

# **UNFINISHED BUSINESS**

a) Chair Term Ended; Election of New Vice Chair

**Chair Webb** congratulated K. Blackburn on becoming the new FDC chair. She requested that members consider nominations for Vice Chair, which will be addressed at the next meeting.

b) Human Library Update – Event Coordinators: Marney, Webb Noel Wien Library, September 20, 11 a.m. – 4 p.m.

Chair Webb asked L. Marney to share with new members about the FDC's upcoming Human Library. L. Marney explained that there will be various people, scheduled at certain times, to share about their life experiences with others. Chair Webb stated that it is a safe place to learn about others and encouraged members to contact her if they know of someone who would like to volunteer to be a "book." She added that H. Butler has volunteered to be a book.

- **J. Rogers** stated that the way the Human Library is being described makes it sound like all the stories will be about times of difficulty. She questioned whether there is an option for someone to share a joyful topic. **Chair Webb** replied that she did not intend for it to sound negative. She asked if anyone had a topic or recommendations to share.
- **J. Hartford** stated that her husband has a great story of recovery and indicated that she would speak with him about sharing.
- H. Butler suggested an in-house library where each FDC member could offer their own story.
- **D. Shockley** asked if there is already a list of volunteers. **Chair Webb** stated that, so far, H. Butler is interested as well as a gentleman that lives in Fox who is legally blind.
- **J. Rogers** suggested that perhaps former FDC member Jonathan Bagwill may be willing to participate in the library. She stated that he thought it was a really special project.
- c) Diversity Activity Book

Chair Webb spoke about her project to create a diversity activity book. She stated that she is personally funding the project, and she has not reported much about it because it was placed on

hold because she had gotten very busy. She stated that while it is not an FDC project, she hopes that the FDC will endorse it when it is finished. She clarified that no City funds are being spent on the project and that the focus is on young children. **H. Butler** shared that he feels that diversity is more of a mature subject and that he has never considered teaching youth about diversity. He stated that it does sound like an opportunity, but he is not sure how it would work. **Chair Webb** explained that the hope is to teach children at a young age to accept people as they are. She shared that some of the pages are finished, but there is no book yet.

- **D. Shockley** asked to see a copy. **Chair Webb** agreed to share it but stated that it is still in draft form.
- d) Calendar of Events (informational only)

Chair Webb asked how the Midnight Sun Intertribal Powwow went. H. Butler stated that he attended. He shared that there was a drum group attending from out of state that had applied for years to come to Fairbanks for the Powwow. He indicated that were also two other drum groups—one from Anchorage and one from Fairbanks—that are regulars at the event. He briefly spoke about the princess pageant, in which a lot of people work hard to enter their children to get them chosen as a princess. H. Butler shared that the event took place in well-built tents and indicated that the only drawback was that there were not enough food vendors. He stated that overall, it was a well-done event with plenty of speakers. He added that it is not anything like the competition-type or non-traditional type of Powwows in the Lower 48.

**Chair Webb** asked if anyone attend the World Eskimo-Indian Olympics (WEIO) events. **H. Butler** stated that he did. He spoke in favor of the Carlson Center as the event venue. He shared that he is impressed every year with the number of youth who enter and reach competitive levels—some of whom are not even old enough for college. He stated it is a fun event that he has attended for years, and there does not seem to be any diminishing of the event.

- **J. Rogers** shared that she has been attending WEIO events for many years. She shared that she was a part of an early group that started the Powwow. She commented that there are so many youth involved in both WEIO and the Powwow, which makes the events special. She stated that the events need to be supported by the community.
- **D. Shockley** shared that WEIO came about in the 1960s and started off as a tourist attraction so people could observe the Alaska Native culture. She stated that the event grew from there. She spoke about the various competitions and stated that they are activities Natives would do to perform actual tasks in their villages. She recalled attending as a child when the event was held in a packed-out Patty Center gymnasium with attendees from all over the state and from all walks of life. She stated that, unfortunately, it is not as big as it used to be, but it is fun to watch and learn.

**Chair Webb** stated that since the FDC meets only once per month, members need to think ahead about events. She listed several upcoming events from the Calendar of Events.

**J. Rogers** stated that she recently spoke with former FDC member Rosalind Kan who would love to be involved with the FDC but is unable to currently due to other commitments.

### **NEW BUSINESS**

a) Email from former member Marsha Oss

This item referenced an email Clerk Snider forwarded to FDC members prior to the meeting. The email was an invitation to the local Restorative Reentry Gathering on August 16.

b) Member Introductions and Expectations

**Chair Webb** asked each member to speak about what they are seeking as a member of the FDC and what diversity means to them.

- **J. Merritt** introduced himself as the City HR Director. He shared that he believes diversity is an understanding that everyone comes from a different place but everyone has something to offer.
- **J. Hartford** stated that she is the HR Director at Family Centered Services of Alaska. She expressed her desire to be more involved in the Fairbanks community. She stated she moved to Fairbanks in 2021, and it is her forever home. She shared that to her diversity is people from different cultures and backgrounds coming together to accept and celebrate those differences.
- **E. Dillard** shared that she works at Family Centered Services of Alaska as the Quality Assurance Director. She stated that her husband is half Yup'ik Eskimo, and she worked at a village high school made up of predominately Native Alaskan students. She stated that through that and raising a diverse family she has learned that it is important for everyone to come together and do great things in spite of differences. She stated that it is important to celebrate differences.
- **K. Blackburn** stated that she is the Executive Director for Northern Hope Center. She shared that she is originally from Louisiana but moved to Fairbanks in 2005, then married a pastor's son. She stated that she experienced a culture shock moving to Fairbanks because she was raised in a place that was still segregated. **K. Blackburn** stated that seeing the mixed cultures was new to her, and she was in awe of what Alaska had to offer. She stated she does not want to live anywhere else. She commented that things just kind of flow in the Fairbanks community, and there is no rush for anything. She stated that is how she feels diversity should be: free. She added that it is freeing to be friends with people from all places.
- **J. Rogers** commented that diversity is so many more things than most people describe it as. She stated that she tends to see it in a much broader scope. She spoke about how the elderly are revered in the Alaska Native culture, but senior citizens are often left out in other areas in the community. She commented that the local military are not as connected to the community as they should be. She spoke about how special Fairbanks is—how there is a different sense of population. She added that the dress code is "come as you are." She stated that is what she believes diversity is. **J. Rogers** stated that Fairbanksans are a widely travelled people and that we have only scratched the surface of what diversity is in the Fairbanks community. She stated that diversity should be specific to the community and be about how people work together and help each other. She commented that some

people have previous hurts that make it difficult for them to move forward and trust others and that it is everyone's responsibility to make comfortable spaces.

- **D. Shockley** shared that she is Upper Koyukon Dena, and her family comes from Yukon River and Tanana River villages. She stated that she grew up in Manley Hot Springs. She listed the many facets of diversity and stated that if everyone celebrated who they are, there may be no need for a diversity council. She mentioned gender and religion as important parts of diversity, and she stated that embracing and celebrating each other is what diversity means to her.
- **H. Butler** shared that his mother was from Nenana, his father was from Allakaket, and he is from a clan from Nenana and Minto. He stated that his wife Nancy is from Huslia and from a much larger clan than him in the Upper Koyukuk River area. He spoke about his written story, which has been on Amazon ebooks for at least 12 years and is titled *Assimilation Trail*. He shared a list of categories that would be a part of a diversity program: ethnicity, gender, LGBTQ, disability, political affiliation, economics, etc. He spoke about how the major oil discovery in the 1970s brought different cultures to Alaska and about how that brought about a major political change that has caused differences. **H. Butler** stated that there is a need for a diversity council, and there is a reason why they such groups exist throughout the nation. He spoke about how successful immigration to the U.S. has resulted in a wide array of religious beliefs. He stated that as far as the FDC is concerned, it is a matter of sitting, observing and becoming more familiar with everyone. He shared that he stopped at the Mayor's table at the fair and asked the representative there to pass on an invitation to the Mayor to attend FDC meetings.
- **D.** Hamilton stated that her father was in the Air Force, so she has lived in ten different states and has been overseas twice. She expressed that she feels that that knowledge of other places makes her more diversified than other people. She shared that her sister has two Black sons, one of her daughters has four Black children, and another daughter has two Mexican children. She stated that her family accepts anyone and everyone, and that is what she feels diversity is. She commented that everyone breathes air and bleeds red. She stated she is serving on the FDC to help.
- **L. Marney** stated that he came to Alaska in 1974 and planned to stay only a couple of years to finish college. He spoke about his work history in Fairbanks, mostly in vehicle retail. He stated that he has dealt with people his whole life, and if everyone was the same it would be a boring world. He commented that he has lived in Fairbanks for nearly 52 years, and the people and the summers is what keeps him in the community.
- **J. Webb** shared that she is the Community Engagement Manager for Explore Fairbanks. She stated that to her, diversity is about communicating and respecting one another even when there are differences. She stated that years ago at FDC meetings, the room was filled with people. She shared that she wants the community to know that the FDC exists and can make a difference.

#### **FDC MEMBERS' COMMENTS**

**D. Shockley** stated that she would like for the FDC to send the land acknowledgement resolution to the City Council once a month for consideration. She explained she was disappointed that the

Council voted it down, but she still feels a need to continue to ask the Council to consider it. She stated that maybe they will recognize the importance of it. She welcomed the new FDC members.

- **L. Marney** asked D. Shockley if she was aware that Councilmember Therrien provides a land acknowledgement at each City Council meeting. **D. Shockley** stated that she was not aware, and that is great. She added, however, that she would still like for the Council to acknowledge it.
- **H. Butler**, referencing the email that was sent out, asked what reentry means. **Chair Webb** stated that reentry is when an incarcerated person is released and reenters society. **H. Butler** stated that he is friends with Leonard Peltier, who was finally released from prison and is now enjoying home confinement thanks to the last acts of President Biden. He explained that L. Peltier is at his reservation in Belcourt, ND and has received hundreds of visitors since his release. He shared that L. Peltier is now in his 80s but has become more accustomed to being a "free" man after nearly 50 years behind bars.

**Chair Webb**, in response to D. Shockley's comments, requested that a discussion regarding the land acknowledgement be place on the next agenda. She reminded FDC members to RSVP for meetings by responding to Clerk Snider's emails.

#### **MEETING DATES**

a) Next Regular Meeting Date, September 9, 2025

# **ADJOURNMENT**

Chair Webb declared the meeting adjourned at 6:36 p.m.

Karen Blackburn, Chair

Transcribed by: DS





# **MEMORANDUM**

To: City Council Members

From: David Pruhs, City Mayor

Subject: Request for Concurrence – Fairbanks Diversity Council

Date: September 22, 2025

There are currently two City-appointed vacancies on the Fairbanks Diversity Council. Mary "Terry" Norman has applied to serve.

I hereby request your concurrence to the following **appointment** to the Fairbanks Diversity Council:

Seat E Terry Norman Term Expires: June 30, 2028

Ms. Norman's application and resume are attached.

Thank you.

City of Fairbanks, Alaska

# Fairbanks Diversity Council

#### **Board Details**

The purpose of the Fairbanks Diversity Council (FDC) is to provide a citizens' forum to the City Council and the Borough Assembly, provide advice and recommendations to promote equal opportunity for all members of the public, serve as a diversity advisory board, and recommend adoption of a Diversity Action Plan.

The Fairbanks Diversity Council has adopted the following Mission Statement:

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

Overview		
Size 14 Seats		
Term Length 3 Years		
Term Limit N/A		

#### **Additional**

#### **Board/Commission Characteristics**

The FDC will consist of 11 voting members, 10 of which will be appointed by the City Mayor and subject to approval by the City Council. All members must be members of the Fairbanks community. One of the voting members will be appointed by the Fairbanks North Star Borough (FNSB) Mayor, subject to confirmation by the Borough Assembly. All appointments of the public members shall be for three-year terms, without compensation. The City Mayor shall serve as the non-voting Chairperson of the FDC. The Mayor may appoint a chairperson from the membership of the FDC. If the Mayor appoints a chairperson, the person will remain a voting member and will serve a one-year term as chairperson. The FDC will choose a vice chairperson from among its members. The person chosen will serve a one-year term as vice chairperson. When the term of the chairperson expires, the vice chairperson will become the chairperson, and the FDC will choose a new vice chairperson from among its members. If the Mayor chooses to serve as the chairperson, the vice chairperson will not progress to the chairperson position. The Mayor will remain a non-voting member of the FDC even if not serving as chairperson. The FDC may organize committees and adopt administrative rules and procedures to accomplish its purposes.

#### Meetings

A quorum shall be necessary to conduct a meeting. A quorum shall consist of a majority of the appointed voting members of the FDC. The business of the FDC shall be transacted by a majority vote of voting members present after a quorum is established. All meetings shall be held, and notices and agendas shall be posted, in compliance with the Alaska Open Meetings Act. Meetings are held on the second Tuesday of each month at 5:30 p.m. in the City Council Chambers at City Hall. Minutes of FDC proceedings shall be kept and filed in accordance with applicable laws dealing with public records. In all matters of parliamentary procedure not covered by rules and procedures adopted under Ordinance No. 5939, the current version of Robert's Rules of Order will govern. The FDC shall keep permanent records or minutes of all meetings. The minutes shall promptly be filed in the office of the City Clerk and shall be open to public inspection. The City Clerk shall supply the FDC with administrative support.

<a href="https://www.fairbanksalaska.us/bc-diversity"><b>Approved Resolutions</b></a>

#### **Enacting Legislation**

FGC 2-231 through 2-235

#### **Enacting Legislation Website**

http://bit.ly/2yvhZqp

#### **Joint Commission Details**

The FDC shall include 11 public voting members broadly selected to represent the diverse people of the Fairbanks community. Ten members shall be appointed by the City Mayor subject to the approval of the City Council. One member shall be appointed by the Fairbanks North Star Borough Mayor subject to the approval of the Fairbanks North Star Borough Assembly.

#### **Email the Commission Members**

diversitycouncil@fairbanks.us



Profile			
Mary	Norman		
First Name	Last Name		
Email Address			
Street Address			
Fairbanks		AK	99712
City		State	Postal Code
Mailing Address			
800 Cushman Street			
Are you a City of Fa	irbanks resident? *		
<b>∨</b> Yes			
Mobile: Primary Phone	Alternate Phone		
Terry's Vintage Boutiqu	e Owner		
Employer  Which Boards would	Job Title  If you like to apply for?		
Fairbanks Diversity Cou			
Turburks Diversity cou	men. Submitted		
Interests and Expe	riences		
and purpose of the	Diversity Council Your diversity will benefit of Fairbanks Diversity Counc That you are formally affilia	il. You may list a	
None			
	sted in serving on a City but contribute to the benefit		
member of the local dru singer. I also worked on	sponse was cut off when receivum group (Walking Hawk/Soarin the board of the Spiritual Unit ross and other communities. I years.	ng Eagle) as a fancy s y of the Tribes in the	shawl dancer and 90's helping with
Please provide a briresume.	ief personal biography in t	the space below,	or attach a
Resume attached			

Submit Date: Aug 28, 2025

Mary Norman

List any professional licenses or training you believe are relevant to the seat you are applying for.

I've done accounting for over 40 years. I'm permitted to do talking circles because of my spiritual work with different tribes. I've been a performer and treasurer for many entertainment groups around town (FLOT, FDA, Fairbanks Folk Festival, and local bands)

#### Mary T. Norman (Terry) Fairbanks, AK 99712 \*

Email:

~ Full Charge Accounting, for a variety of businesses, since 1982

(cell) \*

~ Many years of Customer Service and Community Service experience

~ Free Lance Photographer, Musician, Actress, Model, Performer

#### **EXPERIENC**

E:

#### Fiscal Tech II, & III; Admin Specialist I & II; UAF Fairbanks, AK. (2007-2014)

\* CNSM & CLA Dean's Office (Grants Administrator): Pre-award and Post-award Proposal Preparation & Processing, Budgets, Grant Tracking, Processing, and Maintenance; Subaward processing; Grant Travel TA and TER processing/approval; Pro & Travel-Card use and processing; work with Admins and Pl's with Grant based tasks; Banner data entry and maintenance (Requisitions, Proposal, Grant, Encumbrances). \* Geophysical Institute (Proposal Coordinator): Prepare and Process Proposals (Budgets, Upload Doc's to Agency Websites), and UAF GI Budget Template Maintenance \* Facilities Services (Budget & Accounting Dept): A/R Payments and Deposits (Patty Center); A/P Procurement and Receiving on Banner; Document processing of: Postage, Telephone, Elevator Maintenance, Building Maintenance, and Pitney Bowes; Process Journal Vouchers; Monthly Management Accounting Reports; Petty Cash Maintenance.

#### BusinessManager(BusinessManager/Accountant)TananaValleyTV(1995-2007)

\* ALL A/P Processing/Payments, all A/R Payments/Billing/Collections, Banking, Cash Drawer & Petty Cash reconciliations, General Ledger Maintenance/Auditing, Journal Entries, Reconciliations, Financial Statements (Profit & Loss, Balance Sheet), and Fiscal Reports and Preparation (W2's, 1099's, 941's, Tax Forms) \* ALL Payroll functions: Commissions, Time Cards, Employee Trades, Employee Health Benefits, IRA, W/Comp and Gen/Liab Insurance, and Alaska State & Federal Reports and Payments \* ALL Subsidiary Accounting & Payroll, Journal Entry Transfers, Income, Equity, and Gen Liab. Maintenance for: Brewster's, Northstar Weekly, Tanana Valley Holdings/Teddy Bear Plaza, MosquitoNet, SuperCuts, and KYSC-FM \* Actress, Voice Talent, and Script Writer for PSA's and commercials.

#### Photographer/Journalist; Northstar Weekly Classified Newspaper (1995-2006)

\*Provided Cover Photos & Stories for weekly classified paper, Petty Cash daily and weekly reconciliations.

#### Auditor/Bookkeeper; DinyeeCorporation(StevensVillage), Fairbanks (1994-95)

\* Payroll, A/P, A/R, General Ledger, Tax Prep., Quarterly & Annual Financial Statements, and Shareholder Reports

#### Accounting/Bookkeeper M.S.I., Fairbanks, AK

(1988 - 1995)

\*Payroll, A/P, A/R, Billing, General Ledger Entries & Reconciliations, Cash Drawer & Petty Cash Reconciliations, Banking, Reports, and Customer Service, W/Comp and Gen/Liab. Insurance, Alaska State & Federal Reports and Payments (W2's, 1099's, 941's, Corp Tax Forms, etc.) \* Daily Cash Drawer Reconciliations & Customer Service.

# Accounting Tech.; NERCO Minerals Corporation, Fairbanks, AK(1986 - 1987)

\*ALL A/P Functions (Entry, Payment, and Chemistry Lab Reconciliations), Petty Cash \* Creating Budgets and Monthly Journal Entry Spreadsheets.

#### Bookkeeper/Accounting; Bee Construction, Inc., North Pole, AK(1982 - 1986)

\*A/P, A/R, General Ledger Entries, Tax Preparation (Manual Ledgers), Petty Cash, Banking \* Cash & Paycheck Payroll, Payroll Taxes & Reports.

#### Operations Supervisor (Office Mgr.) AMFAC Electric Company, (1982-1984)

\*General Ledger Entries, Tax Preparation, Auditing, Quarterly & Annual Financial Statements, Reported to Regional Office \* All Payroll Functions, Commissions, Time Card, Payroll Taxes & Reports \* Responsible for Daily Sales Receipts, Cash Drawer Reconciliation, Banking, Petty Cash \* Supervised Office/Accounting Staff, Inside Sales, & Warehouse Staff.

**EDUCATION and CERTIFICATES: 1981-Present:** UAF, TVC (etc.) - Business Management, Drafting, Photography, Music, MS Excel workshops, UAF Banner Procurement, AR Collections, various Skillpath Courses (Management Skills, Communications, Account Collections, etc.); **1995-2009:** State of Alaska Notary Public; **1974-1979:** DeAnza College, Foothill College, Stanford University (Bay Area, CA) - Accounting, Computers, Math, Photography, Music, Theater; **1970-1974:** Marian A. Peterson High School (Sunnyvale, CA) - Math, Accounting, Top 10% of Class, Grad Student award for Musicianship; **1971-1972:** John Robert Powers Modeling School Graduate (ramp, tea room, photography/catalog)

PART-TIME JOBS, VOLUNTEERING, COMMUNITY SERVICE, OTHER INTERESTS: Carlson Center - Production Dept Videographer/Cameraman; Prospector & Magic Carpet - Retail Sales; Pike's Landing - Server/Waitress; Bush Pilot/B&B Tourism - Bookkeeping, Web Design, & Client Services; Published Portrait and Journalism Photographer; Professional Musician (Quartermoon '03, Arctic Winds '93, Birch Island Bluegrass '91, Yes Ma'am '90, Frosty Fiddler '86); Actress-Singer-Dancer-Performer, Stage and Lighting Crew (FLOT, FDA, McClure Productions); Model (35+ yrs: QUOTA Club, Wedding Shows, Beaver Sports, Sears, Commercials); Fairbanks Tennis Association - Photographer; Talking Circle Facilitator (12+ yrs: FCC, Northstar Center, Manley Hot Springs); Spiritual Unity of the Tribes & Midnight Sun Powwow - Treasurer, Fancy Shawl Dancer (14 yrs); Jogging, Skiing, Canoeing, Outdoor Sports & Adventures; Gardening.