Sponsored by: Mayor O'Neall
Date: September 28, 2026

ORDINANCE NO. 6356

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF FAIRBANKS AND THE FAIRBANKS PARKING AUTHORITY FOR THE MANAGEMENT AND OPERATION OF THE LAVERY TRANSPORTATION CENTER

WHEREAS, Fairbanks General Code (FGC) Section 2-201 delegates parking enforcement to the Fairbanks Parking Authority, dba Golden Heart Parking Service; and

WHEREAS, the City of Fairbanks owns the Lavery Transportation Center located at 201 Lacey Street; and

WHEREAS, the City of Fairbanks entered into a Facility Management and Operations Agreement with the Fairbanks Parking Authority on December 27, 2001, and the Agreement will expire on December 27, 2026; and

WHEREAS, the City of Fairbanks intends to enter an agreement with the Fairbanks Parking Authority to provide facility management and operations of the Lavery Transportation Center.

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

SECTION 1. An agreement, substantially in the form shown in attached Exhibit A, is hereby authorized by Council for the purposes stated herein, providing a term of five years.

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

Mindy O'Neall, City Mayor

YEAS: Tidwell, Cleworth, Marney, Ringstad, Therrien
NAYS: None
ABSENT: Sprinkle
ADOPTED: October 12, 2026

ATTEST:

D. Danyielle Snider, MMC, City Clerk

APPROVED AS TO FORM:

Thomas A. Chard II, City Attorney

CITY OF FAIRBANKS
FISCAL NOTE

I. REQUEST:

Ordinance or Resolution No: 6356

Abbreviated Title: ORDINANCE APPROVING MANAGEMENT AGREEMENT FOR LTC

Department(s): GENERAL

Does the adoption of this ordinance or resolution authorize:

1) additional costs beyond the current adopted budget? Yes ____ No x

2) additional support or maintenance costs? Yes ____ No x

If yes, what is the estimate? see below

3) additional positions beyond the current adopted budget? Yes ____ No x

If yes, how many positions? ____

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

II. FINANCIAL DETAIL:

EXPENDITURES:	ANNUAL
PARKING GARAGE OPERATING COSTS	$ 220,000
TOTAL	**$ 220,000**

FUNDING SOURCE:	ANNUAL
PARKING GARAGE RECEIPTS	$ 170,000
TOTAL	**$ 170,000**

This fiscal note is based on the prior and current year of operating costs and receipts for the Lavery Transportation Center. The City will appropriate funds based on an estimate submitted by Fairbanks Parking Authority as approved by Council. The City will continue to reimburse for actual costs to operate the Lavery Transportation Center.

Prepared by Finance Department: Initial mb Date 9/17/2026

LAVERY TRANSPORTATION CENTER

FACILITY MANAGEMENT & OPERATIONS AGREEMENT

BETWEEN

CITY OF FAIRBANKS

AND

FAIRBANKS PARKING AUTHORITY

WHEREAS, Section 2-201 of the City of Fairbanks (City) Code of Ordinances created and delegated parking enforcement to Fairbanks Parking Authority (FPA); and

WHEREAS, FPA was restructured as a non-profit corporation Doing Business As Golden Heart Parking Services in 2003; and

WHEREAS, FPA is licensed to do business in both the State of Alaska (Entity #42635D) and City of Fairbanks (License #1680) and is in good standing with both; and

WHEREAS, FPA demonstrated the expertise to manage parking in the downtown area of the city and was an active participant in the planning, funding search, and design of the Lavery Transportation Center (LTC)**;** and

WHEREAS, FPA is empowered to operate, manage**,** and control parking facilities owned by the City, and to lease or rent same to others; and

WHEREAS, the City and the FPA desire to enter into an agreement for the management and operation of the LTC.

THEREFORE, the City and the FPA agree as follows:

1. Purpose and Scope. By this agreement, the City delegates management and control of the LTC to the FPA, including responsibility for marketing, setting parking fees, and fee collection, including:

   a. negotiation of long-term parking leases,

   b. performing or contracting for routine maintenance, daily upkeep, and other needed services.

The object of the agreement is to provide FPA with maximum flexibility to serve the parking needs of the City, to provide revenues for payment of operations of the parking garage, and to maintain the LTC.

2. Term. This agreement will be effective for five years from the date of signing.

3. Termination. The City reserves the right to terminate this agreement for cause at any time or without cause with **a minimum of 60** ~~30~~ days' written notice, provided FPA has a reasonable opportunity to cure.

4. Reporting. FPA will provide monthly reports to the Chief Financial Officer and make an annual report to the City Council.

5. Workers' Compensation. FPA will provide workers' compensation insurance coverage for its employees.

6. Compliance with law. FPA will comply with all requirements of local, state, and federal statutes, laws, regulations, rules, or ordinances.

7. Insurance. FPA will obtain and always keep in effect operational liability insurance on behalf of the agency, its employees and agents, in a form and amount approved by the City Attorney.

8. Fiscal Administration. All funds received by FPA will be deposited in a restricted City account.

9. Annual Appropriation. Based on an estimate submitted by FPA by October 31 each year and approved by Council, the City may appropriate funds. The City will pay the appropriated amount in twelve equal monthly installments.

10. Contact persons. The City's contact is the Public Works Director. FPA's contact is the General Manager of Golden Heart Parking Service.

11. Building. FPA will make no changes to the physical structure of the LTC without the prior consent of the City. In the event of damages to the LTC by others, FPA will notify the City and assist the City' s efforts to seek reimbursement for damages.

12. Mutual Assistance. The parties agree to cooperate with each other in the operation of the LTC.

13. No Assignment of Duties. The parties agree that FPA may not assign its rights or duties to be performed under this agreement to any other person or entity and further agree that the FPA will not enter into any agreement to delegate its rights or duties under this agreement without the consent of the City Council.

14. Relationship of Parties. FPA employees are not employees or agents of the City of Fairbanks. FPA, its employees, agents, and representatives are not agents of the City. Any agreement made by FPA on behalf of the City as apparent agents of the City is void.

15. Amendments, Modifications, Waivers, etc. This agreement may be amended and its terms modified or waived only by an instrument in writing approved by the City Council of the City of Fairbanks **and the FPA Board**.

16. Indemnification & Defense of Claims. The City will not indemnify or defend employees, agents, or representatives of FPA from claims or actions made by others **outside of the City's responsibilities within the scope of this agreement**. FPA will indemnify and defend the City, its employees, agents, and representatives from claims or actions made by others **within the scope of this agreement**.

17. Inspection of Records. The City Chief Financial Officer, or designee, may inspect any records of FPA upon request.

18. Ratification. This agreement is not effective until ratified by the City Council and the Board of Directors of the Fairbanks Parking Authority.

Fairbanks Parking Authority	**City of Fairbanks**
Jamie Rice, General Manager	Mindy L. O'Neall, Mayor

RATFICATION

Ratified by the Board of Directors of the Fairbanks Parking Authority [Date].

Ratified by the City of Fairbanks City Council [Date].