



CITY OF NORTH POLE *Alaska*

REGULAR CITY COUNCIL MEETING Monday, August 20, 2012

**Committee of the Whole – 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.**

COUNCIL MEMBERS

Richard Holm	488-1776
Sharron Hunter- <i>Alt Dep Mayor Pro Tem</i>	488-4282
Ronald Jones- <i>Mayor Pro Tem</i>	488-3579
Thomas McGhee	455-0010
Derrick Nelson	490-2446
Bryce Ward- <i>Deputy Mayor Pro Tem</i>	488-7314

MAYOR

Douglas Isaacson 488-8584

CITY CLERK

Kathy Weber, MMC 488-8583

1. Call to Order/Roll Call
2. Pledge of Allegiance to the US Flag –
3. Invocation
4. Approval of the Agenda
5. Approval of the Minutes
6. Communications from the Mayor
7. Council Member Questions of the Mayor
8. Communications from Department Heads, Borough Representative and the City Clerk
9. Ongoing Projects Report
10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

12. New Business

- a. Liquor License renewal for The Refinery Lounge, 2 Go Mart #112, and Pagoda Restaurant
- b. Request from North Pole Economic Development Corporation for 2nd Quarter 2012 Bed Tax
- c. Approval of RFP NP-12-01 for Vehicle Towing Services for the North Pole Police Department
- d. Approval of Items from City of North Pole Departments for Surplus Sale
- e. Approval Of Contractor to Construct Kitchen Modifications at the Santa's Senior Center as Part of the Community Development Block Grant Funded Kitchen Modification Project
- f. Ordinance 12-18, An Ordinance Approving the Transfer of Natural Gas Utility Power to the Fairbanks North Star Borough

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$5.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.

**Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, August 6, 2012 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Isaacson called the regular City Council meeting of Monday, August 6, 2012 to order at 7:00 p.m.

There were present:

Mr. Holm

Ms. Hunter

Mr. Jones

Mr. McGhee

Mr. Nelson

Mr. Ward

Mayor Isaacson

Absent/Excused

Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Isaacson

INVOCATION

Invocation was given by Mr. Jones

APPROVAL OF AGENDA

Mr. Ward moved to Approve the Agenda of August 6, 2012

Seconded by Mr. Jones

Discussion

None

Mr. Jones moved to amend the agenda by adding 1st quarter to the bed tax request

Seconded by Mr. Ward

Discussion

None

Mr. Jones moved to consent the following items on the agenda under New Business:

- a. Request from North Pole Community Chamber of Commerce for 2nd Quarter Bed Tax
- b. Approval To Purchase An Undercover Vehicle For The NPPD With ABADE Funds In The Amount of \$24,403

c. Approval of iPad Policy For The Mayor And City Council

d. Authorization Of A Utility Extension Permit For Flint Hills Resources North Pole Refinery
Industrial Force Sewer Main Project

Seconded by Mr. Ward

Discussion

None

On the amendment

PASSED

YES –6- Ward, Holm, Hunter, Jones, Nelson, Isaacson

NO – 0 -

Absent- 1 – McGhee

On the main motion as amended

PASSED

YES –6- Ward, Holm, Hunter, Jones, Nelson, Isaacson

NO – 0 -

Absent- 1 – McGhee

APPROVAL OF MINUTES

Mr. Jones moved to Approve the minutes of July 16, 2012

Seconded by Mr. Holm

Discussion

None

PASSED

YES –6- Ward, Holm, Hunter, Jones, Nelson, Isaacson

NO – 0 -

Absent- 1 – McGhee

COMMUNICATIONS FROM THE MAYOR

GENERAL:

- The Status of Energy Relief and Projects: Since 2010, I've kept the Council informed every time I publicly push for an adjustment to royalty oil pricing. Attached to this report is the Power Point presentation I gave to the Interior Issues Energy workgroup on July 17, "Con v. Pro: Using Royalty Oil for Immediate Energy Cost Relief." Also attached are excerpts from AS 38.05 and

38.06. If you are interested in other supporting documentation, I will be glad to provide it to you. We don't have to wait for expensive infrastructure to be built to provide relief to our citizens, we just need the decision to use what we have to provide "maximum benefit" to our people.

- North Pole Housing Market: I was with Bert Perkins, Stars & Stripes Realty, and Wes Madden, Madden Realty, on KTVF's Fairbanks Focus program on Sunday, August 5, at 6:30 a.m. The program was pre-recorded on Friday. The show is hosted by FEDC's Sean O'Shea. It is informative quoting from multiple sources and several perspectives. Here is the link to watch the video on youtube:

http://www.youtube.com/watch?v=LSzRsWckp08&list=UUKsZm_mQ3TrK6wgYpFcue_Q&index=1&feature=plcp The roundtable is the second segment on the show. The video can also be found on the [FEDC Facebook Page](#).

- The Status of Eielson: At the invitation of Sen Begich, the mayors were hosted by Eielson for a dinner with the Department of Defense (DOD) Assistant Secretary for Energy Sharon Burke. At the diner we were able to speak frankly about many topics concerning the status of Eielson and the ability of the local communities/State to enhance the mission, press for new associated missions, defray some of the operational energy costs, the DOD's position on Eielson ability to provide energy security to the Pacific rim, the status of alternative fuel projects, including coal/gas/biomass to liquids and small mobility nuclear reactors / batteries, etc. Ass't Sec. Burke also addressed these and other broader issues in a luncheon today at the Westmark. While the community and State can play some positive roles, she felt that some of the alternative energy proposals were too expensive or not ready for deployment. Her primary concern was for energy security in the battlefield environment and was very intrigued by what she saw being done in the village of Tanana, which she said had direct application to military application in Afghanistan. There are several environmental impact statements being prepared by consultants who will be in the area during the next month or two. One of the reports concerns the expanded JPARC proposals, and is represents a positive impact for Eielson; the other concerns moving the F16s to JBER, which would have a negative impact on Eielson.

Eielson's new leadership, BG Mark Kelly, Commander, and Col Jay Aanrud, Deputy Commander, were quick to invite the mayors out to Eielson and have had several follow-up meetings as they seek to keep the local communities engaged with the process.

- FEMA Floods North Pole and Eielson! Late last week, the Borough received drafts of FEMA's new flood maps that has put much of North Pole, including the High School, Refineries, GVEA electric plant, and many residents, and much of Eielson AFB, in new flood zones which will require, if adopted, the purchase of expensive flood insurance by people who currently don't have it. The mapping decision is curious and apparently arbitrary as it ignores the presence of a certified dyke protecting the City and arbitrarily uses the Richardson Highway as a barrier against flooding in some areas (Moose Creek) but not in other areas. I will be working with Borough and State officials to prepare a response and have asked Mayor Hopkins to provide staff to give Council a briefing, possibly as early as the next council meeting.

- WEIO Games: The World Eskimo Indian Olympics were held July 18-21. I was honored to address the attendees once again, along with the other mayors. NPHS student Gavin DeWyld

was one of the torch bearers. Our own NPPD Officer Stan Swetsof took home TWO silvers: 1) the Eskimo Stick Pull and 2) the Arm Pull – both are very strenuous events and Stan was up against much younger competitors! Good Job, Stan!

MEDIA:

July 28 & Aug 4: Mayor Isaacson was on KJNP (1170 AM, 100.3 FM) 8 – 9 a.m. “Over the Coffee Cup.”

UPCOMING (*This is NOT conclusive, see above for other events, dates, and times, or call the Clerk or Mayor for other possible upcoming events*) As a reminder, the Mayor will be taking leave time, as able, through August 29.

- **August 9, 11:30 a.m:** City Employee Appreciation luncheon @ City Hall
- **August 10- 19: ALASKA SENIOR GAMES** will be held in various locations, see Poster at City Hall bulletin board for specific times, events, and locations.
- **August 19, 9 a.m – 5 p.m.:** Alaska Senior Games, Horseshoe competition, @ Terry Miller Memorial Park
- **August 13-16:** Alaska Municipal League meetings in Bethel. Attending from the City are City Clerk Kathy Weber, Councilman Dick Holm, and the Mayor (on the 14-16) DAYS kick off event @ Pioneer Park, free hotdogs (donation proceeds go to benefit Arctic Winter Games 2014 Host Society). The event continues through Saturday, July 21.
- **August 17, 5 - 8 p.m.:** Third Friday Art Show @ the North Pole Grange. Also on Saturday, August 18 from Noon – 4 pm.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

Council Meeting Comments : Chief Dutra 8-6-2012

- I will be out of town this week. Sgt. Rathbun is in charge. I will be back Monday.
- Remodel of the PD is moving forward. What a lot of stuff.... Old/New Chief's office is cleaned and painted, interview room=server room, radio room=armory,

- We had volunteers from a local church group, thanks to Melisa Bidwell. Came in and painted the PD entry area, dispatch area, and main hallway.
- I would like to thank Public Works especially Cody and Tom and the gang for helping with remodel of PD. We have installed motion sensors on almost all of the light switches and more to come. Almost all of the light balusters' have been replaced with energy efficient systems.
- We are in the process of collecting quotes on desks for Officers and Sgt's. Some of the desks are from the early 1990's and are in serious disrepair. The chairs are falling apart and we continually have to replace them. Working on getting commercial grade chairs for longer life.
- We hosted a training class today Managing the Media message. Good turnout City Clerk, Fire Department, and PD along with local and state police.
- Broad Criminal Report:
 - We served a Search Warrant on marijuana grow inside the city where 65 plants were seized.
 - Recently the elementary school had a fire set inside and the Middle School was broken into and vandalized. Happy to say we have solved these cases. Good work by Detective and Patrol. Lots of man hours went into crime scene, you should be proud of the job they did.
 - The nation is seeing a rise in Spice and Bath Salt crimes. We have had two recent contacts: DUI's and a one other case where subjects was showing signs of being under the influence.
 - Spice is being sold inside the city.
 - We recovered some stolen 4-wheelers inside the city for AST. We have had some motorbikes stolen and recovered inside the city.
 - Car burglaries several over the last few months. Keep your cars locked.

Fire Department

- Yearly testing is complete. Tested hose, apparatus, and hydrants.
- FOOLS (Fraternal Order of Leatherheads) was held last week and feedback received on the firefighters hospitality was great. They were able to take a tour of North Pole.
- Homeland Security Grant worth \$300,000 has been applied for. The City needs to be in compliance with the NIMS and there are still those that have not finished it. This could

keep the City from obtaining these funds. The fire department is willing to help out with this.

Accountant, Lisa Vaughn

- None

FNSB Representative:

FNSB ASSEMBLY MEETING:

The Assembly met on July 26, Mayor Pro Tem Ron Jones represented the City. Of importance to North Pole was the further discussion on Ordinance 2012-32 which was dealing with language change, considered “housekeeping” by the borough to Borough code, title 17. I had several discussions with the borough, our city attorney, with Bill Butler and Ron Jones. A summary of the result is provided by a Platting Officer:

“...the FNSB Assembly passed an ordinance changing the subdivision code (Title 17). The subdivision code previously stipulated that the minimum standards for subdivisions developed within the City of

Fairbanks or North Pole shall be determined by the appropriate municipal authority. That sentence was eliminated from Title 17.60.110 and a new section was inserted (17.10.040.C) that reads:

At a minimum, improvements shall be designed and constructed to the standards set forth in this title except that the Platting Board may accept alternate standards approved or adopted by the City in which the property is located. Municipalities shall be notified and may provide written comments per 17.030.020.B.

In order to comply with the ordinance change, the Platting Board would either need to approve the City of N.P.'s standards on a case by case basis as new N.P. subdivisions come before the Board, or vote to accept and apply the City of N.P. standards to all subdivisions within the City of North Pole.”

Bill has provided the Board with the City of North Pole Construction Standards found in NPMC Title 12, 13, and 15, which can be accessed online at:

<http://www.codepublishing.com/ak/northpole/>

We will notify Council members and interested members of the public via email as soon as we know when the Board has placed this question on their Agenda.

The next regularly scheduled Assembly meeting is scheduled for August 9. There does not appear to be anything on the agenda that directly affects the City. I will be requesting a Pro Tem

to attend as the City Rep. For a list of meeting times and agendas, go to <http://co.fairbanks.ak.us/meetings/Assembly>.

Director of City Services, Bill Butler

Building Department

- No new building permits issued
 - One building addition permit under development

Public Works

- Public works is continuing with beautification efforts on Santa Claus Lane
 - Installed benches in front of Pizza Hut, Block Buster and McDonalds
 - Members of the public are routinely stopping Public Works staff and speak appreciatively of beautification work
 - Working with North Pole Economic Development to install a bench at their installation
- Work has begun on grant-funded rehabilitation of City Hall heating control system
- Negotiated a maintenance agreement with DOT where City will plow Santa Claus Lane sidewalk as a coordinated effort to expedite construction of North Pole Plaza Mall bus shelter
 - DOT's concern is that their method of sidewalk clearing—road grader—could damage the shelter so they are reluctant to approve construction of the new shelter
- Community Development Block Grant for Santa's Senior Center Kitchen Upgrade Project went to bid on August 1 with bids due August 15.

Utility Department

- Utility Garage Project
 - Steel framework is in place
- Flint Hills Resources has a utility extension permit before City Council this evening for dedicated industrial sewer force main
 - FHR has authorized their contractor to preposition pipe and clear utility easements on Flint Hills' property. Also has obtained state and FNSB approval to clear utility easement on their properties in anticipation of sewer main construction
 - FHR has initiated this work on the understanding that they bear the risk if the permit is delayed or not approved.
- Submitted a Municipal Matching Grant qualifying application (questionnaire) for \$1.6 million
 - Grant funds would permit construction of first phase of waste water treatment rehabilitation activities
 - State awards these funds as part of capital budget so would not know status of any award until June 2013.
 - City Council approved at its July 16, 2012 meeting the rehabilitation of waste water treatment plant as the City's #1 Utility Department capital priority for 2013.

- Proposing to use an existing \$1.7 million state award combined with Utility match and the requested grant funds for a three-year \$4.7 million rehabilitation effort
- Resolution before City Council this evening to approve placing question on the October 2nd ballot to incur debt for emergency generators is in support of the treatment plant rehabilitation effort.
-

City Clerk

HR Manager Report to Council– August 6, 2012

- Open enrollment ended on July 30th for the City healthcare and life insurance programs. So far the change over from GWL/CIGNA to AW Rehn has been uneventful and AW Rehn has been great to work with.
- City wide BBQ will take place on Thursday, August 9, 2012 from 11:30 – 1:00. All city personnel and council members are invited.
- Attended the program sponsored by APSC Managing the Media Message with Lynn Hightower, the Communications Director for Boise PD this morning.

City Clerk's Office

The Municipal Election for the City of North Pole will be held October 2, 2012. Declaration of Candidacy may be filed with the North Pole Clerk's Office at 125 Snowman Lane, from July 30, 2012 at 8:00 a.m. through August 10, 2012 at 5:00 p.m. for the following:

CITY OF NORTH POLE MAYOR

(Serves at-large)

3-year term

CITY OF NORTH POLE COUNCIL SEATS

(All offices serve at-large)

City Council Seat.....3-year term

City Council Seat.....3-year term

QUALIFICATIONS

A candidate for city mayor or city council must be a qualified voter of the State of Alaska who has resided within the city for a period of one (1) year preceding the period for filing a declaration of candidacy. An elected person may hold only one (1) elective seat at a time.

DECLARATION OF CANDIDACY

A candidate for municipal office is nominated by executing a declaration of candidacy under oath and a properly and fully completed public financial disclosure statement that complies with the requirements of state law.

REQUIRED WHEN FILING FOR ALL ELECTED CITY OFFICES

- Completed Declaration of Candidacy obtained from the clerk's office
- Completed Public Financial Disclosure Statement that complies with state law. For more information contact APOC at <http://doa.alaska.gov/apoc/> or 800-478-4176
- A twenty five dollar (\$25) non-refundable filing fee shall accompany the declaration of candidacy and PFDS

CANDIDATE FILING INFORMATION

Location: City Clerk's Office, 125 Snowman Lane

Filing Opens: 8:00 a.m., July 30, 2012

Filing Closes: 5:00 p.m., August 10, 2012

Withdrawal Deadline: 5:00 p.m., August 17, 2012

*Note: A candidate desiring to withdraw may do so by filing a written request with the clerk by August 17, 2012 at 5:00 p.m.

Please go to our website at www.northpolealaska.com for more information and forms.

To date we have had the following individuals file for candidacy:

City of North Pole 2012 Candidate List

MAYORAL CANDIDATES

Dick Holm
167 Santa Claus Lane
North Pole, AK 99705
488-1776 Home
488-8555 Work
Email: nprxlab@hotmail.com

Bryce Ward
606 E 5th Ave
North Pole, AK 99705
488-7314 Home
388-4830 Cell
Email: BryceWard@WardAlaska.com

Michael W. Welch
934 Les Rogers Turnaround
North Pole, AK 99705
P: 488-5834
Email: statedeputyak@gmail.com

COUNCIL CANDIDATES

Michelle Sikma
307 W 5th, #5
North Pole, AK 99705
378-5778 Cell
Email: msikma2009@gmail.com

Reminder:

I have received registration forms for the 2012 Annual Local Government Conference which will be held in Anchorage November 12-16, 2012. Registration forms must be returned by October 12 to receive the best rates. After October 12th a \$50 late fee will be added per person. Please let me know if you are interested in attending and for those newly elected officials I will tentatively register them. I have also left an application form for the 17th annual "Awards of Excellence" on the dais. There are several categories of awards; People awards to recognize local government officials who have demonstrated a commitment to excellence in local government both within their own communities and on a statewide level; and Community Awards to showcase your area and let others know how you have solved a problem or improved local government. If you have any questions regarding the upcoming conference, please call me at 488-8583 or come in to City Hall.

ONGOING PROJECTS

NPCCC – Heather Heineken

Ms. Heineken updated council on what they are doing in the community.

- They hosted a candidate forum this past month and a meet & greet with Senator Coghill in June.
- There are approximately 48 people per day coming through.
- Sharon Hedding is working at the cabin and is a great asset.
- In September the NPCCC will hold a candidate forum featuring the North Pole candidates and borough candidates.
- The holiday bazaar and candlelight ceremony dates are set.

CITIZENS COMMENTS – 5 Minutes

None

OLD BUSINESS

None

NEW BUSINESS

RESOLUTION 12-19, A RESOLUTION TO PLACE AN INITIATIVE ON THE OCTOBER 2, 2012 CITY OF NORTH POLE BALLOT AUTHORIZING THE CITY TO INCUR \$302,500 OF DEBT IN THE FORM OF A LOW-INTEREST ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION LOAN FOR THE PURCHASE OF EMERGENCY GENERATORS FOR THE WASTE WATER TREATMENT SYSTEM

Mr. Butler updated council on the process of this loan. He was concerned about taking on more debt but after getting the report back from the engineers, he felt that they needed to purchase and update the generators. This is a source of money that could be used to fund this project.

Mr. Nelson asked if there are emergency generators on hand now.

Mr. Butler said that there was but it was 27 years old and parts were hard to find.

Mr. Nelson asked what the general life span is for a generator.

Mr. Butler stated that the general life span is approximately 20 years.

Public Comment

None

Mr. Jones *moved to* Introduce and Approve Resolution 12-19, A Resolution To Place An Initiative On The October 2, 2012 City Of North Pole Ballot Authorizing The City To Incur \$302,500 Of Debt In The Form Of A Low-Interest Alaska Department Of Environmental Conservation Loan For The Purchase Of Emergency Generators For The Waste Water Treatment System

Seconded by Mr. Ward

Discussion

Mr. Jones said he is skeptical about this. He heard from Mr. Butler that this isn't used very often and he isn't convinced that the city should incur this debt.

Mr. Ward said that we have a great resource with our department heads and that he had an opportunity to go out and see the project. He likes to see forward planning and making this generator will make the plant more efficient. Right now it's the generator they have is 130 kw and if you add more equipment you will need a new larger generator. The utility operates on its own funds and he would like to see it go on the ballot. He has no qualms of letting the public vote on this. He likes to see the forward planning and can see where they are going with it.

Mr. Nelson agreed with Councilman Jones on the pricing of the generator but also agrees with Mr. Ward to put it on the ballot and let the people decide.

Ms. Hunter said this is a protection of a huge resource and isn't sure that the City could even wait to find out if the generator would work during an emergency and that it is essential to have a back-up to the whole utility system. The expense involved with it breaking down would be like committing suicide if we didn't approve this. She said that water/sewer mains could freeze and break causing catastrophic results for the City. Being penny pinching now is not the time and the Utility is the biggest asset the city has and invests in.

Mayor Isaacson said that he agrees and it is a result of extensive studies. He said the City doesn't want to get to the point where they absolutely have to replace it and it's best to do it now. He agreed that it should go to the voters.

YES –6- Ward, Holm, Hunter, Jones, Nelson, Isaacson

NO – 0 -

Absent – 1 – McGhee

COUNCIL COMMENTS

Mr. Holm – wished everyone a good two weeks.

Mr. Jones – Red Flag is ongoing and will hear the sound of freedom from now to August 17th. Six bases and the Canadians are here. Met with Gen. Holly and is looking forward to him getting together with the City. Will not be able to go to Bethel but he will be working with Red Flag.

Ms. Hunter – Wished everyone a great evening and to enjoy the sunshine.

Mr. Nelson – Wished everyone campaigning a great season.

Mr. Ward – Reminder that the next Finance Committee meeting is August 13th from 6 – 7 p.m. Encouraged the council to get out and see what the Utility Department and other Departments are doing.

Mayor Isaacson – many thanks to Weber Inc for hydro-seeding the areas around North Pole. A new POW flag will be bought as the old one has been torn.

ADJOURNMENT

Mr. Holm adjourned the meeting at 8:45 p.m.

Seconded by Mr. Ward

The regular meeting of August 6, 2012 adjourned at 8:45 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, August 20, 2012.

Douglas W. Isaacson, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

125 Snowman Lane
North Pole, AK 99705
P: 907-488-8583
F: 907-488-3002
C: 907-388-2728
Email: Kathy@northpolealaska.com

**City of North Pole
Office of the City Clerk/HR Mgr**

Memo

To: North Pole City Council
From: Kathy Weber
CC: Mayor Isaacson
Date: 8/16/2012
Re: Liquor License Renewals

The ABC Board is required under Alaska Statute to notify the cities in writing that establishments are renewing their liquor license to the cities can file a "protest" if they so desire. I have provided information on each of the establishments listed below as to police activity, outstanding sales tax, water/sewer, and assessments;

The Refinery Lounge –

2 Go Mart #112 –

Pagoda Restaurant –

Attached are the memo's I received back from our staff.

It is my recommendation that the city council make a motion of non-objection to this notification.

125 Snowman Lane
North Pole, AK 99705
P: 907-488-8583
F: 907-488-3002
C: 907-388-2728
Email: Kathy@northpolealaska.com

**City of North Pole
Office of the City Clerk/HR Mgr**

Memo

To: Chief Dutra
From: Kathy Weber, MMC – City Clerk
CC: Mayor Isaacson
Date: 8/7/2012
Re: Liquor License Renewal

The ABC Board is required under Alaska Statute to notify the City in writing that these establishments are renewing their liquor license so the City Council can file a “protest” if they so desire. Please provide a memo to me regarding the status of any complaints or continuous issues with these establishments.

The following businesses are renewing their license:

The Refinery Lounge –

2 Go Mart #112 –

Pagoda Restaurant -

Please provide in writing your response to these requests by Wednesday, August 15, 2012.

Thank you



**North Pole Police Dept.
125 Snowman Ln.
North Pole, AK 99705**

**Chief Steve Dutra
Phone: 907-488-8459
Fax: 907-488-5299**

August 13, 2012

To: Mrs. Weber, MMC – City Clerk
North Pole City Council

Re: Liquor License Renewal

The North Pole Police Department has no documented complaints or problems from the following establishments that would cause us to “protest” license renewal.

The Refinery Lounge
2 Go Mart #112
Pagoda Restaurant

Thank you

Chief Dutra

125 Snowman Lane
North Pole, Alaska 99705
(907) 488-8536
(907) 488-3002 (fax)
marilyn@northpolealaska.com

City of North Pole
Accounts
Payable/Receptionist/BT and BL
Administrator

Memo

To: Kathy Weber
From: Marilyn Zrucky –

Kathy:

All three businesses are current on their sales tax forms – Red Pants (Refinery Lounge), To Go Mart, and Pagoda's

Thanks, Marilyn Zrucky



BOARD OF DIRECTORS

PAUL BROWN

SANTA CLAUS HOUSE



BOB SHEFCHIK

UNIVERSITY OF ALASKA FAIRBANKS



KAREN LIDSTER

SENATOR COGHILL'S OFFICE



PHIL COCHRANE

BP EXPLORATION (ALASKA) INC.



JIM JOHNSEN

ALASKA COMMUNICATIONS SYSTEMS



RAVEN RIDDLE

WELLS FARGO BANK NA



KATHERINE HOOD

HOOD AGENCY



EX-OFFICIO

BRYCE WARD

NORTH POLE CITY COUNCIL



EXECUTIVE DIRECTOR

BUZZ OTIS

(907) 322-8909

BUZZ.OTIS@NPEDC.COM



PO BOX 55872

NORTH POLE, ALASKA 99705

PHONE: (907) 488-4558

FAX: (907) 488-3665

WWW.NPEDC.COM

North Pole

ECONOMIC DEVELOPMENT CORPORATION

RE: NPEDC 2nd Quarter 2012 Bed Tax Request

Mayor Isaacson & City Council Members,
Pursuant to North Pole City Ordinance 4.09, here's a brief overview on the activities of the North Pole Economic Development Corporation during the 2nd quarter of 2012.

We continue to represent the North Pole community on a local, regional, and statewide level in furtherance of our goal of encouraging and fostering responsible economic development in the North Pole area.

Our staff and Board Members have represented North Pole at a variety of functions throughout Alaska. Additionally we participate in a number of regional groups with an emphasis on economic development including the Fairbanks North Star Borough Economic Development Commission, the Economic Development CEO Group, Economic Opportunity Task Force, and others.

As I mentioned to the Council during my last update, we have been very busy for the past several months preparing a bid for the 2013 IFSS Winter World Championships. We were pleased to be selected as the host community for this prestigious event. Potentially hundreds of athletes and animals from all over the world will come together with North Pole as the "base camp" from the last weekend of February through late March 2013. We are excited about this event and the economic impact it will generate, but we also understand we have a lot of work in front of us and a short time frame in which to do it.

Additionally, during the second quarter we completed our landscaping project in front of North Pole Plaza. We feel this creates an appealing gateway for visitors and residents coming into the community. We thank the City for its investment in the project, and also many private sector entities for their donations of time, equipment, and money.

Moving forward we will be spending a significant amount of time preparing for the IFSS WCh, and will also be unveiling our recently completed North Pole Community Profile. I look forward to the opportunity to present it to the Council.

Please know that we always welcome the Council's input, so feel free to contact either myself via email at paul.brown@npedc.com, or our executive director, Buzz Otis, at buzz.otis@npedc.com, or if urgent via his cell at 322-8909.

Once again, we would like to express our sincere appreciation to the administration and the Council for their ongoing support of economic development in the North Pole area. Please consider this our official request for disbursement of NPEDC's portion of funds collected by the North Pole Bed Tax during the 2nd quarter of 2012 as outlined in North Pole City Ordinance 4.09.

Respectfully,

Paul Brown

North Pole Economic Development Corp.
Profit & Loss
April 1 through June 28, 2012

	Apr 1 - Jun 28, 12
Ordinary Income/Expense	
Income	
2000 - Ordinary Income	
2010 - Government Contributions	6,682.15
2020 - Corporate Contributions	14,500.00
2040 - Sponsorships	2,750.00
2065 - Sales	608.00
2070 - Reimbursements	1,567.78
Total 2000 - Ordinary Income	26,107.93
Total Income	26,107.93
Cost of Goods Sold	
2500 - Cost of Goods Sold	
2520 - Commissions	60.80
Total 2500 - Cost of Goods Sold	60.80
Total COGS	60.80
Gross Profit	26,047.13
Expense	
3000 - Administration	
3010 - Executive Director	2,500.00
3030 - Vehicle & Mileage Reimb.	500.00
3000 - Administration - Other	0.00
Total 3000 - Administration	3,000.00
4000 - Operations	
4050 - Reimbursable Expense	47.59
4200 - Insurance	1,937.00
Total 4000 - Operations	1,984.59
5000 - Facilities & Equipment	
5010 - Rent	500.00
Total 5000 - Facilities & Equipment	500.00
5100 - Utilities	
5110 - Electricity	50.00
5130 - Phones & Internet	675.48
Total 5100 - Utilities	725.48
6000 - Marketing & Outreach	
6040 - Donations & Sponsorships	
Dishonored Pledge	7,200.00
6040 - Donations & Sponsorships - Other	250.00
Total 6040 - Donations & Sponsorships	7,450.00
6000 - Marketing & Outreach - Other	82.06
Total 6000 - Marketing & Outreach	7,532.06
6100 - Events	300.00
6200 - Programs	
6220 - Beautification Projects	480.00
Total 6200 - Programs	480.00
7000 - Professional Services	
7020 - Accounting Fees	75.00
7000 - Professional Services - Other	300.00
Total 7000 - Professional Services	375.00
Operations	
Banking Service Charges	10.00
Total Operations	10.00

1:48 PM

08/15/12

Accrual Basis

North Pole Economic Development Corp.

Profit & Loss

April 1 through June 28, 2012

	<u>Apr 1 - Jun 28, 12</u>
Payroll Expenses	
FICA	311.94
Gross Wages	5,031.25
Med	72.95
SUTA	182.45
Payroll Expenses - Other	63.26
Total Payroll Expenses	<u>5,661.85</u>
Total Expense	<u>20,568.98</u>
Net Ordinary Income	<u>5,478.15</u>
Net Income	<u><u>5,478.15</u></u>

North Pole Economic Development Corp.

Balance Sheet

As of June 28, 2012

	Jun 28, 12
ASSETS	
Current Assets	
Checking/Savings	
NPEDC	3,143.92
Total Checking/Savings	3,143.92
Accounts Receivable	
Accounts Receivable	13,250.00
Total Accounts Receivable	13,250.00
Total Current Assets	16,393.92
TOTAL ASSETS	16,393.92
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-145.28
Total Accounts Payable	-145.28
Other Current Liabilities	
Payroll Liabilities	
Fed W/H	258.00
FICA	348.53
Med	97.18
SUTA	189.16
Payroll Liabilities - Other	14.83
Total Payroll Liabilities	907.70
Total Other Current Liabilities	907.70
Total Current Liabilities	762.42
Total Liabilities	762.42
Equity	
Opening Balance Equity	33,376.83
Unrestricted Net Assets	-16,266.53
Net Income	-1,478.80
Total Equity	15,631.50
TOTAL LIABILITIES & EQUITY	16,393.92



**CITY OF NORTH POLE
REQUEST FOR PROPOSAL
FOR
FURNISHING
VEHICLE TOWING SERVICE
TO
CITY OF NORTH POLE**

BID NUMBER: NP-12-01

**CITY CLERK
KATHY WEBER**

**PHONE: 907-488-6111
FAX: 907-488-2281
EMAIL: kathy@northpolealaska.com**

RFP OPENING – DATE/TIME: August 6, 2012, 3:01 PM

NP-12-01

July 19, 2012

CITY OF NORTH POLE
REQUEST FOR PROPOSALS
TOWING SERVICES
NP-12-01

Sealed proposals for Towing Service for the City of North Pole (City), Police Department, are requested from all qualified firms. Proposals will be received by the City Clerks office, City Hall, 125 Snowman Lane, North Pole, Alaska 99705 until 3:00 p.m., local time, **August 6, 2012.**

THE REQUEST FOR PROPOSAL MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE PLAINLY MARKED WITH THE PROPOSAL OPENING DATE AND TIME, AND MARKED WITH THE FORMAL BID NUMBER: NP-12-01. REQUEST FOR PROPOSAL SHALL BE MAILED TO CITY OF NORTH POLE, CITY CLERK'S OFFICE, 125 Snowman Lane, North Pole, Alaska 99705.

Services include, but are not limited to, furnishing all labor, equipment and material in performing operations in connection with the towing or cartage of impounded vehicles or evidence which are impounded at the direction of the North Pole Police Department (NPPD) or Public Works Department (PW), to include vehicle accidents, DWIs and citations issued by city departments and notification of non-impound or vehicle removal from streets prior to snow removal. The vast majority of towing occurs within the City limits; however, some may occur outside the City limits. Contractor will be responsible for accident site cleanup, including removal of debris and unattached vehicle parts.

Specifications and related proposal documents may be obtained at the office of the City Clerk, City Hall, 125 Snowman Lane, North Pole, Alaska 99705 or on-line at www.northpolealaska.com, under City Government, in Public Notices.

The City reserves the right to waive informalities not inconsistent with law and to reject any or all proposals.

Kathy Weber
City Clerk
City of North Pole

PUBLISH: FAIRBANKS DAILY NEWS MINER July 22, 25, 29 and August 1, 2012.

INTENT TO SUBMIT PROPOSAL

Firms intending to submit a proposal for the Towing Service, NP-12-01, are encouraged to return this form immediately by fax to 907-488-2281, scanned and emailed to kathy@northpolealaska.com or by mail to the following address:

City Clerk's Office
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705
ATTN: Kathy Weber, City Clerk
NP-12-01

Firm Name: _____ Address: _____

Signature: _____

By (Print Name): _____ Telephone #: _____

Title: _____ Fax #: _____

Email: _____

All questions regarding this project shall be submitted only in writing to the City Clerk at the above address or fax number. Telephone clarification is not acceptable, but inquiries regarding status may be made to 907-488-6111.

Questions will be answered in writing by fax or mail no later than **August 3, 2012**, to all firms who submit Questions. Only questions submitted by **July 31, 2012**, will be considered.

Failure to submit these questions does not preclude a firm from submitting a proposal. However, the City will not be held **responsible for a firm's lack of information due to its failure to submit Questions.**

INFORMATION AND INSTRUCTIONS FOR RESPONDENTS

CITY OF NORTH POLE POLICE DEPARTMENT TOWING SERVICE NP-12-01

Project Managers: Chief Steve Dutra or designee
North Pole Police Department

City Clerk: Mrs. Kathy Weber, City Clerk
125 Snowman Lane
North Pole, Alaska 99705
Phone: 907-488-8583
Fax: 907-488-3002
Email: kathy@northpolealaska.com

Submit Proposals Only To: City of North Pole
City Clerk's Office
125 Snowman Lane
North Pole, Alaska 99705

Submittal Deadline: **August 6, 2012**, 3:00 p.m., local time

Number of Copies to be Submitted: Four (4) -- (1) original and three (3) copies

1. INSTRUCTIONS FOR RESPONDENTS

- 1.1 Proposers are requested to carefully review this proposal, without delay, for defects and questionable or objectionable matter. Questions, objections, or comments shall be made in writing and received by the City Clerk no later than 10 calendar days prior to proposal opening, so that any necessary amendments may be published and distributed to proposers to prevent the **opening of a defective proposal. Proposer's protests based upon any omission, errors, or the content of the Request for Proposals will be disallowed if not made known prior to the proposal opening.** Address all questions, objections, or comments to: City of North Pole, City Clerk's Office, 125 Snowman Lane, North Pole, Alaska 99705. Faxed or email inquiries are encouraged to 907-488-3002 or kathy@northpolealaska.com.
- 1.2 City assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the Request for Proposals (RFP).
- 1.3 Deliver proposal copies (number specified above) only to the above address before the deadline. **Proposals received by the City Clerk's Office after the time specified will not be accepted; they will be returned unopened to the proposer. Faxed proposals are not acceptable and shall be rejected.**
- 1.4 Ornate bindings and sectional dividers are not to be included. Color displays may be included. The use of lay-flat binders is encouraged.

- 1.5 Package(s) containing proposals must be sealed, marked, and addressed as shown in the example below. **Do not put the RFP number and opening date on the envelope which contains only a request for proposal information.** Package(s) with RFP numbers written on the outside will not be opened until the scheduled date and time.
-

Respondent's Return Address

City of North Pole
City Clerk's Office
125 Snowman Lane
North Pole, Alaska 99705

NP-12-01

Submittal Deadline: **August 6, 2012, 3:00 p.m.** local time

- 1.6 Neither the City nor its officers, agents, employees shall be responsible for the premature opening of, or failure to open, a proposal not properly addressed and identified.
- 1.7 The City shall not be liable for any cost incurred by any firm in response to this solicitation. The City, at its option, may require of the selected firm(s): refined proposal(s), oral presentation(s) and/or interview(s).
- 1.8 The City may accept or reject any and all proposals and may choose not to enter any towing agreement.
- 1.9 Equal Opportunity: The City is an Equal Opportunity employer. City and all contractors, subcontractors, vendors, and suppliers, agree and certify that they shall comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.
- 1.10 Business Licenses: A copy of the proposer's current Alaska Business License and North Pole City Business License shall be submitted with the proposal.
- 1.11 Acceptance of Proposal: As soon as practicable after opening of proposals, the Evaluation Committee will act upon them. The City reserves the right to reject any or all proposals and to negotiate some provisions of the contract pursuant to NPMC 4.16.040. The rights and obligations of the contract shall become effective and binding upon the contracting parties only after formal execution of a contract form signed by Contractor and the Mayor. No other act -- oral, written, or implied -- shall constitute acceptance of a proposal.
- 1.12 Cancellation of Invitations for Bids or Requests for Proposals: Disbursement of monies by The City hereunder shall be subject to cancellation against any monies owed to The City pursuant to the provisions of NPMC 4.16.040(C).
- 1.13 Procedure: Selection and execution of any agreement will be accomplished in accordance with The City's standard policy and procedures. Formats for agreements consist of a basic agreement, plus the statement of services and contents of submitted proposal.
- 1.14 Postponement: The City reserves the right to postpone the submittal date of proposals and will give written notice of any such postponement to all known holders of the documents.
- 1.15 Protest Procedures: Protests may be filed in accordance with Alaska Statutes (AS)36.30.560-36.30.610.

2. RULES GOVERNING COMPETITION

- 2.1 EXAMINATION OF PROPOSALS - Proposers should carefully examine the entire RFP, any addenda thereto and all related materials and data referenced in the RFP.
- 2.2 PROPOSAL ACCEPTANCE PERIOD - Award of this proposal is anticipated to be announced within 10 calendar days after the close of the RFP, although all proposals must be complete and irrevocable for 30 days following the submission date.
- 2.3 CONFIDENTIALITY - The content of all proposals will be kept confidential until the selection of the firm is publicly announced. At that time, the selected proposal is open for review by the public. After the award of the contract, all proposals will then become public information.
- 2.4 SIGNATURE REQUIREMENTS - All proposals must be signed in black or blue ink by a corporate officer or other authorized agent to sign contracts on the Proposer's behalf. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.
- 2.5 PROPOSAL PREPARATION - All proposals shall be type written. Each Proposer shall provide one original and three (3) copies are required.
- 2.6 ALTERNATE BIDS AND COLLUSION - No proposal shall be considered from any person or entity submitting more than one proposal document, under the same or different names. The copies of the proposal required are not applicable to this provision. If there is any evidence indicating that two or more respondents are in collusion to restrict competitive bidding, the proposals of all such respondents shall be rejected and such evidence may be cause for the disqualification of the participants on any future proposal for any contract with the City.
- 2.7 DISPOSITION OF PROPOSALS - All materials submitted in response to this RFP will become the property of the City. One (1) copy shall be retained for the official files of the City Clerk's Office and will become public record after award of the contract.
- 2.8 CONFIDENTIAL/PROPRIETARY INFORMATION - After the award of the contract, proposals shall become public information except for proprietary information. If a proposer wishes individual pages which contain actual business proprietary information held confidential, each page must be marked and an explanation furnished of its proprietary nature. In addition to marking individual pages, the proposer's cover sheet will also be annotated with the words, THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION. Proprietary information is not meant to include any information which, at the time of disclosure, is generally known by the public and/or competitors.
- 2.9 MODIFICATION/WITHDRAWAL OF PROPOSALS - A respondent may withdraw a proposal at any time prior to the final submission date by providing written notification of its withdrawal, signed by an agent authorized to represent the Proposer. The Proposer may thereafter submit a new or modified proposal prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by The City after the date of receipt and following oral presentations.
- 2.10 ORAL CHANGE/INTERPRETATION - No oral change or interpretation of any provision contained in the RFP is valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications or amendments to proposal documents are deemed necessary by City.
- 2.11 EQUAL EMPLOYMENT OPPORTUNITY REPORTING REQUIREMENTS - The successful

proposer will be required to execute and return such forms as required by the Equal Employment Opportunity Contract Compliance Officer.

- 2.12 LATE SUBMISSIONS – Proposal information received after the date and time specified in the cover letter will not be considered and will be returned unopened.
- 2.13 REJECTION OF PROPOSALS – The City reserves the right to reject any or all proposals if it is determined to be in the best interests of the City.

3. PROPOSAL AND SUBMISSION REQUIREMENTS

To achieve a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified. Proposals shall not exceed fifteen (15) pages in length (excluding resumes, title page(s), index/table of contents, attachments or dividers). Information in excess of those allowed will not be evaluated/scored. One page shall be interpreted as one side of single lined, typed 8 2" x 11" piece of paper. The use of lay-flat binders is encouraged.

- 3.1 TITLE PAGE - Show the RFP number and subject, the name of your firm, address, telephone number(s), name of contact person and date on the Title Page of the submittal.
- 3.2 TABLE OF CONTENTS - Clearly identify the materials by section and page number.
- 3.3 LETTER OF TRANSMITTAL
1. Briefly state your firm's understanding of the services to be performed and a commitment to provide the services as specified.
 2. Give the name(s) of the person(s) who are authorized to make representations for your firm, their titles, addresses and telephone numbers.
 3. The letter must be signed by a corporate officer or other individual who has the authority to bind the firm.
- 3.4 EXPERIENCE & LONGEVITY OF THE FIRM - Provide information regarding the qualifications, experience, and training in towing service or related areas of the firm and staff to be assigned to this service. Letters of reference are welcome as part of this requirement.
- 3.5 EQUIPMENT - Provide information regarding the equipment which will be used in the accomplishment of this service.
- 3.6 EMPLOYEE QUALIFICATIONS - Provide information regarding the qualifications of employees who will be assigned to this service including years of experience and driving records.

All tow owners/operators will be responsible for ensuring that all drivers or operators in their employment possess the following qualifications:

1. The ability to read and write the English language.
2. Have no criminal conviction entered by a court within the past five (5) years from the date of conviction or the date of release from prison, whichever is later, of any of the following offenses:

- a. Any offense that includes as an element the use or threat of force upon a person;
- b. Burglary, larceny, fraud or embezzlement; or
- c. A crime involving dishonesty

3. Have no license revocations within one (1) year of application.

If there are any personnel changes, the City shall be provided an updated employee qualification list within three (3) days of the change. The City reserves the right to request background checks on any or all employees.

3.7 COST - Include completed PROPOSAL FORM.

4. EVALUATION CRITERIA AND PROCESS

4.1 EVALUATION CRITERIA

Proposals will be evaluated using the following criteria to ascertain which proposer best meets the needs of the requester. Several proposals may be so similar in quality that oral interviews may have to be arranged to assist in making the final selection.

Initial proposal submitted should be complete and set forth the most favorable terms, as the award may be made by accepting the most favorable proposal received without further negotiation.

Evaluation considerations include the following:

*Rating Blocks are for City use only.		<u>Weight</u>	<u>Rating</u>
1.	Experience and longevity of the firm. Areas of considerations includes, but are not limited to: <ul style="list-style-type: none"> ➤ Number of years proposer has been in business; ➤ Staff qualifications; ➤ References. 	<u>30</u>	<u> </u>
2.	Equipment - areas of consideration include but are not limited to: <ul style="list-style-type: none"> ➤ Number, types and condition of equipment; ➤ Company owned or operated; ➤ Company maintained. 	<u>20</u>	<u> </u>
3.	Cost	<u>50</u>	<u> </u>
TOTAL:		<u>100</u>	<u> </u>

4.2 EVALUATION PROCESS

Evaluation of the proposal will be performed by a committee of individuals representing City. The committee will rank the proposal as submitted. City reserves the right to award a contract solely on the basis of information presented in the written proposal.

City also reserves the right to request oral interviews with the highest ranked firms (short list). The highest ranked proposer after the oral interviews (if performed) may be invited to enter into final negotiations with City for the purpose of contract award.

5. SELECTION PROCESS

The proposal with the highest total evaluation points may be invited to enter into contract negotiations with City. If an agreement cannot be reached, the second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, City reserves the right to terminate negotiations with any Proposer should it be in City's best interest. City reserves the right to reject any and all proposals submitted.

6. SCOPE OF WORK

6.1 GENERAL

The City of North Pole is requesting proposals from qualified firms to perform towing services for twenty four (24) months, subject to extension by mutual agreement for two (2) additional twelve (12) month terms.

The intent of this request for proposal (RFP) is to identify those firms who are qualified to perform the work required. Proposers certify by submitting a proposal that they are thoroughly familiar with all City and State statutes and regulations pertaining to this work and possess the skill and qualified manpower to interface with the public and complete the work.

Submittal data should be on standard 8½ x 11 paper and the use of standard lay-flat binders is encouraged. Company brochures should be excluded.

6.2 PRE-BID CONFERENCE - A pre-bid conference is scheduled for 0900 July 23, 2012, in the City Council Chambers, North Pole City Hall, 125 Snowman Lane, North Pole, Alaska.

6.3 SCOPE

The Contractor shall furnish all labor, equipment and material to include, but not limited to, waiting time, use of dollies, winches and/or additional towing vehicles or equipment to perform all operations in connection with the towing of impounded vehicles or evidence, which are impounded at the direction of the North Pole Police Department (NPPD) or Public Works Department to include vehicle accidents, DWI's, citations issued by city departments and notification of non-impound. The vast majority of towing occurs within the City limits; however, some may occur outside the City limits. Contractor will be responsible for all accident site cleanup, including removal of debris, any spilled fluids and unattached vehicle parts.

The Contractor shall furnish equipment of sufficient size and quality to safely tow or haul all Vehicles regardless of size, shape, weight or mechanical condition which may be impounded. vehicles or motor vehicles, as defined in AS 28.90.990, 13 AAC 08.190, and 13 AAC 40.010,

include but are not limited to cars, trucks, motorcycles; motorbikes; three and four wheelers; snow machines; outboard, inboard or air boats; other recreational vehicles commonly driven; and all trailers and semi-trailers. Services shall be provided from the point of impoundment to the bidder's provided impound area or as directed by the City as set out in these specifications.

Other items to be impounded may include, but is not limited to, parts or pieces of vehicles or motor vehicles; equipment; machinery; or other material which is impounded as evidence by the City Police Department.

6.4 TOWING VEHICLES

The equipment provided for the accomplishment of the contract shall respond promptly to a call from the City. The Contractor shall be available constantly on a twenty-four hour (24) hour a day, seven day a week basis, without regard to weather conditions.

A prompt response shall mean arrival at the scene by the Contractor and his equipment within forty (40) minutes of a City call or notice to the Contractor for his service. This response time is critical during SIGNIFICANT WEATHER EVENTS (such as: snowfall, extreme cold temperatures, ice, etc.) so as not to hold up emergency responders and service crews.

The City reserves the right to place calls to any other contractor when the Contractor does not respond promptly, 40 minutes. A log will be maintained noting occurrences. The difference between the other contractor charge and the contract price may be charged to the contract contractor.

- 6.5 INCOMPLETE TOWS - If the Contractor promptly responds to a call by the Police Department and A) has completed hook-up but has not physically moved the vehicle from its original place of rest; or B) the tow has not been completed because the owner or some other person in charge of the vehicle either has removed or made other arrangements to immediately remove the vehicle for which the Contractor was notified, the Contractors shall be paid by the vehicle owner one-half (1/2) the rate for towing an impounded vehicle as agreed to by this contract.

6.6 IMPOUND LOT; RESPONSIBILITY FOR IMPOUNDED VEHICLES

The Contractor shall furnish a secured fenced impound lot of sufficient size to contain all impounded items which the Contractor may be required to tow. The fence shall be of sufficient size and construction to prevent unauthorized entry by individuals or vehicles. Contractor shall be responsible for securing the lot and for maintaining orderly placement of vehicles on the lot.

Vehicles shall be spaced a minimum of thirty inches (30") apart to allow vehicle doors to open and not bump the vehicle next in line. There must be adequate space between vehicles to allow owners entry into their vehicles whether retrieving personal items or picking up their vehicle. The City does not own the vehicles and any damage that may occur, **if not properly spaced, will be at the contractor's expense.**

The Contractor shall have sole responsibility for protecting all impounded items and their contents in the lot from theft, vandalism, fire or other casualty and shall maintain insurance in the amounts described in 6.16 during the term of the contract.

Vehicle Keys: Under no circumstances shall keys to impounded vehicles be removed from the impound lot. Keys must be tagged with the NPPD case number and the location in the Contractor's impound lot. **If keys are lost it is the Contractor's responsibility to have them replaced at no cost to the City.**

6.7 RELEASE OF IMPOUNDED ITEMS - Contractor will manage release of personal items from impounded vehicles. Fees which the contractor will charge the person requesting the items should be written in the language of the contract proposal. Contractor will release impounded vehicles only after having received an Impound Release Form from the North Pole Police Department. Storage fees must also be written into the language of the request for proposal.

6.8 TOWING FEES

The City will pay towing fees to the Contractor for vehicles towed at the request of the Police Department or Public Works Department.

6.9 RECORD OF TRANSACTIONS; MONTHLY REPORT; INSPECTIONS.

The Contractor shall maintain a complete record of all towed items taken into custody by the company pursuant to this contract. The record shall contain at a minimum: Police Department case number, dates and times of impoundments; the description of each by make, model, year of manufacture, serial number and license number.

Contractor shall provide a new impound report for each tow, including tows from the NPPD bay to the Contractor's impound lot.

If any contents of vehicles or any personal property are removed by the Contractor, the record shall contain an inventory of all such property removed, its location, and the authority for removal.

The record shall be shown to any City Police officer or designee upon request. The Contractor shall also furnish reports to the Police Chief or designated representative, when requested, showing all transactions during a particular time period. The report shall contain all the information as described in the preceding paragraphs of this section.

6.10 CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has by careful examination satisfied himself as to the nature and location of the work, the character, quantity and quality of materials to be used, if any, the character of equipment and facilities provided preliminary to and during the execution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, employee or agent of the City, either before or after the execution of the contract, shall affect or modify any of the terms or obligations herein contained. All requests for changes or modifications to the proposal shall be in writing and submitted to The City for approval.

6.11 SUBMITTALS

The following shall accompany each bid:

1. Certificates of insurance in the amounts prescribed in 6.16. Liability insurance must be in effect for each vehicle listed in 3.5 – Equipment, and upon award of the contract the Contractor must present a Certificate of Insurance including a provision stating that the insurance policy (policies) shall remain in effect for the term of this contract and shall not be canceled nor materially altered until at least thirty (30) days written notice thereof has been given to the City of North Pole, City Clerk's Office.
2. Copy of Alaska Business License.

3. Copy of North Pole City Business License.
4. List of equipment by type, size, description and year.
5. List of employees by position, years of experience, and current Alaska driver's license numbers. The City reserves the right to request background checks on any or all employees.
6. A descriptive narrative on Contractor's letterhead of the contractor's previous history performing similar work, number of years in this business, and references.
7. Sample forms of records and monthly reports to be used per 6.9 – Record of Transactions; Monthly Report; Inspections.
8. Proposed Fee Schedule.

6.12 MATERIALS, APPLIANCES, AND EMPLOYEES

The Contractor shall provide and pay for all materials, labor, tools, equipment, light, power and transportation necessary for the execution of this contract. City will maintain fencing, existing lighting and perform snow removal at Contractor's Impound yard.

THE CONTRACTOR SHALL AT ALL TIMES ENFORCE STRICT DISCIPLINE AND GOOD ORDER AMONG HIS EMPLOYEES, AND SHALL NOT EMPLOY ON THE WORK, ANY UNFIT PERSON OR ANYONE NOT SKILLED IN THE WORK ASSIGNED TO HIM. AN UNFIT PERSON INCLUDES ANY PERSON WHO DOES NOT POSSESS THE QUALIFICATIONS SET OUT IN SECTION 3.6.

- 6.13 COMPLIANCE WITH LAW - The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing upon the conduct of the work.

- 6.14 PROTECTION OF PROPERTY - There shall be nothing in the contract either direct or implied that the Contractor shall be found to undertake removal and towing of any piece of vehicular equipment or other property that would, obviously or knowingly to the Contractor, result in or cause damage to any part or portion of the equipment by such removal and/or handling. In the event of such circumstance and/or condition, the Contractor shall obtain from the officer at the scene or from the Shift Supervisor on duty a release, without obligation, to proceed with the removal and/or tow.

- 6.15 CITY'S RIGHT TO TERMINATE - The City may terminate the contract at any time the Contractor is in material default in performance, provided, however, that thirty (30) days written notice shall be given to Contractor of the intent to terminate. Contractor has the right to cure this default within this thirty (30) day period. No waiver of default by the City shall be deemed a waiver of other or subsequent defaults.

- 6.16 LIABILITY INSURANCE - The Contractor shall maintain insurance in the amount of five hundred thousand Dollar (\$500,000.00) level limit policy for property damage and bodily injury while in process of pick up, towing and placing towed vehicle within Contractor's Impound yard. Contractor shall also maintain insurance in the amount of one hundred thousand dollars (\$100,000.00) for theft, vandalism, fire or other casualty to vehicles or their contents for the time period from tow hook up until the vehicle is released from the Contractor's Impound lot (or agreed upon alternate storage facilities). Contractor shall attach certificates of such insurance with this proposal. Workers Compensation coverage shall be in accordance with all State of Alaska

requirements.

6.17 INDEMNITY

The Contractor shall indemnify and hold harmless the City from all loss or damage which the City may sustain by reason of the injury to any person or property through the negligent or willful act of the Contractor in the performance of the contract. In the event that any action, suit, claim or proceeding is brought against the City, the City shall at once give notice in writing thereof to the Contractor. Upon the receiving of such notice, the Contractor at his own expense shall defend against such action, suit, claim or proceeding and take all such steps as may be necessary or proper therein to prevent the obtaining of a judgment against the City. This City requires a minimum \$1,000,000.00 liability policy.

6.18 ASSIGNMENT - Neither party to the contract shall assign the contract without prior written consent of the other.

6.19 TERM OF CONTRACT - This contract shall remain in effect for twenty four (24) months beginning September 1, 2012, provided, however, that it may be terminated by the City under the conditions provided in 6.15.

6.20 CITY OPTION TO EXTEND – Upon mutual consent, this agreement may be extended for two (2) twelve (12) month terms.

PROPOSAL FORM
CITY OF NORTH POLE
POLICE DEPARTMENT
TOWING SERVICE
NP-12-01

City Clerk
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

Date: _____

The undersigned bidder, having carefully examined the contract documents provided and referred to in the INFORMATION TO BIDDERS proposes to furnish the following:

1. To provide all services as described in these specifications.

FOR THE SUM OF (in words) _____
(\$ _____)/vehicle (Inside City Limits)

2. FOR THE ADDITIONAL COST PER MILE OF \$_____, for towing vehicles that are towed from beyond the City limits, calculated as follows: _____

3. To provide towing service for City owned vehicles to designated sites (at City's option, as needed):

FOR THE SUM OF (in words) _____
(\$ _____)/vehicle

FOR THE SUM OF (in words): _____
(\$ _____)/vehicle

4. To provide Impound Yard service at the daily rate specified and with an item recovery fee specified per visit.

FOR THE SUM OF (in words:) _____
(\$ _____)/day/ vehicle (daily impound fee).

FOR THE SUM OF (in words:) _____
(\$ _____)/visit for recovered items from impounded vehicle.

5. To provide long term storage for seizure vehicles.

FOR THE SUM OF (in words:) _____
(\$ _____)/day.

Firm Name: _____ Address: _____

Signature: _____

By (Print Name): _____ Telephone #: _____

Title: _____ Fax #: _____

Email: _____

NON-COLLUSION AFFIDAVIT

CITY OF NORTH POLE

TOWING SERVICE

NP-12-01

I, _____, of _____,
being _____
(Firm Name)

Duly sworn, do depose and state:

That I, or the firm, association or corporation of which I am a member, a proposer, on the contract to be awarded, by the City of North Pole of the State of Alaska, for Towing Services contract, NP-12-01, have not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

(Signature)

Office address for which this
Submittal is made:

Name: _____

Street: _____

Date: _____

P.O. Box: _____

Title: _____

City: _____

State/Zip: _____

Firm
Name: _____

Telephone: _____

Type of Firm (check one)

Fax: _____

____ Individual
____ Partnership

Corporation in the State of: _____

Other (specify): _____

Subscribed and sworn to this ____ day of _____, ____.

Notary Public in and for the State of Alaska
My commission expires: _____

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF NORTH POLE
TOWING SERVICES
NP-12-01

THIS AGREEMENT, made and entered to be effective the 1st day of September, 2012, by and between the **CITY OF NORTH POLE**, hereinafter called OWNER, and _____, licensed and qualified to do business within the State of Alaska and City of North Pole, hereinafter called CONTRACTOR.

RECITALS

a) The OWNER desires the performance, provision and accomplishment of the services, labor and materials described and set forth in Request for furnishing Towing Services, NP-12-01.

b) CONTRACTOR represents that it is ready, able and qualified to provide, in all respects, all of the services according to the conditions and provisions of this agreement in the manner, at the times, and for the consideration hereafter provided.

NOW, THEREFORE, for and in consideration of the terms, covenants, conditions, and provisions contained herein, and/or attached and incorporated herein and made a part hereof, the parties hereto agree as follows:

SECTION 1. AGREEMENT TO PERFORM - the OWNER hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform, complete, provide and furnish, in a timely and proper manner, and pursuant to and in accordance with all of the terms, covenants, conditions, and provisions of this agreement, all of the work, services, labor and materials required to accomplish all of the work described in NP-12-01 proposal, hereof at the times and in the manner and for the consideration set forth.

SECTION 2. SCOPE OF WORK - The CONTRACTOR shall perform, supply and provide all of the work, services and materials (hereinafter collectively referred to as work) as set forth and described in NP-12-01. The tasks are to be performed during the period **commencing** September 1, 2012, and continuing for twenty four months until September 1, 2014, unless terminated pursuant to section 6.15, Scope of Work, or extended.

TASKS:

Towing Services and associated work and other services as are detailed in City of North Pole NP-12-01, and the filed proposal of August 6, 2012. To the extent the scope of work is outlined in NP-12-01 and the CONTRACTOR'S proposal, those documents are a part of this agreement by reference. In the event of a conflict between OWNER'S and CONTRACTOR'S scope of work to be performed (as enunciated in OWNER'S NP-12-01 and _____ if required _____ amended scope presented in the Vehicle Towing Services proposal), the OWNER'S scope shall dictate the scope of work required under this agreement and is incorporated herein by this reference.

SECTION 3: COMPENSATION AND PAYMENT - For and in consideration of the timely and proper performance of work authorized as provided herein, the OWNER shall pay the CONTRACTOR net 30 upon receipt of itemized invoice. Billing shall be monthly; invoice shall include a report with the following

information provided: NPPD Case #, Date of Tow, Vehicle Description (Year, Make, and Model), License #, Vehicle Identification Number (VIN) and Registered Owners Name.

SECTION 4: NO ADDITIONAL WORK - No claim for additional work, services or materials, not specifically and expressly requested and authorized in writing as provided for in this agreement, or by a written amendment thereto signed by both parties, done or furnished by the CONTRACTOR, will be allowed or paid by the OWNER, and CONTRACTOR expressly waives any claim therefore.

SECTION 5: OWNER'S CONTRACTING OFFICER - For purposes of this agreement, the OWNER'S Contracting Officer shall be the CITY CLERK, POLICE CHIEF, IMPOUND OFFICER or such other person as is designated in writing by such person.

SECTION 6: COMPLIANCE WITH GUIDELINES AND PROCEDURES - The CONTRACTOR shall provide and perform all work, services and materials in full, strict and complete compliance with all the following procedures and guidelines:

a) CONTRACTOR will provide, at its expense, all necessary office and work areas and all equipment and office supplies.

b) CONTRACTOR will provide adequate numbers of professional personnel as well as all other skilled and semi-skilled personnel to accomplish the required scope of services contained herein.

SECTION 7: CONTRACTOR QUALIFICATION - The CONTRACTOR expressly represents and warrants it is now and shall continue to be at all times during the performance of this agreement, the holder of all required or necessary professional, business or other licenses or permits and is qualified and capable of performing all of the work covered or called for by this agreement and is presently ready, able and willing to undertake and perform all of such work and services and to supply all necessary materials and equipment in a non-negligent professional and workmanlike manner pursuant to the terms, conditions and provisions, at the times, and for the compensation and payments as herein provided.

SECTION 8: CONTRACTOR RESPONSIBLE FOR PERSONNEL - The CONTRACTOR has or will secure, at CONTRACTOR'S own cost and expense, all personnel required to perform this agreement in a timely and proper manner. The parties hereto agree and understand that such personnel shall in no event be deemed to be, and are not, employees, agents, or representatives of the OWNER and such persons shall have no contractual or other relationship with the OWNER, and the OWNER shall have no responsibility or liability whatsoever to any of said persons, or for the acts or omissions of any of such persons.

SECTION 9: PERSONNEL SUPERVISION - CONTRACTOR agrees that all work and services required or provided under this agreement shall be performed by the CONTRACTOR, or qualified employees thereof.

SECTION 10: INDEPENDENT CONTRACTOR - The parties hereto expressly agree that the CONTRACTOR shall be and is an independent CONTRACTOR and is not an employee or agent of the OWNER, and is, therefore, entitled to no insurance coverage, whether worker's compensation or otherwise and no other benefits accorded to OWNER'S employees. No withholding, FICA, or other taxes (whether income, sales or otherwise) or other amounts, will be withheld from the payments due to the CONTRACTOR, it being understood that the CONTRACTOR is solely responsible therefore, provided OWNER shall be entitled to withhold such retainage or other amounts from any progress or other payments as have been provided for elsewhere in this agreement.

SECTION 11: TERMINATION - If this agreement is terminated, OWNER shall be liable only for payment for actual work performed at the rates stipulated.

SECTION 12: CHANGES OR MODIFICATIONS - Any change in any regulations or requirements applicable to the work called for herein, made, caused or imposed by, or as a result of, the action of any state, federal, or other governmental agency that has or will provide all or any portion of any funds for payment for the work or project which is the subject of this agreement shall automatically become a part of and amendment to this agreement and the CONTRACTOR shall comply therewith

SECTION 13: CONFLICT OF INTEREST - The CONTRACTOR covenants, warrants and represents that the CONTRACTOR has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the subject matter or the performance of this agreement. The CONTRACTOR further covenants, warrants and represents that in the performance of this agreement, no person having any such interest shall be employed. In the event that there may be any appearance of potential conflict of interest, CONTRACTOR will advise OWNER the details thereof, in writing, and the OWNER may grant CONTRACTOR a specific waiver of this provision on an individual case basis.

SECTION 14: CONFIDENTIAL INFORMATION. All information, and work products relating to or generated pursuant to this agreement shall be kept confidential and shall not be disclosed, discussed or made available to any other person or organization by the CONTRACTOR, its employees or representatives, without the prior written approval of the OWNER provided, however, the OWNER shall have the right to audit, inspect and otherwise obtain any information as provided in Section 15 or regarding performance of this agreement by the CONTRACTOR.

SECTION 15: REPORTING AND RECORDS

a) At any time during normal business hours, and as often as the OWNER deems necessary, there shall be made available to the OWNER, at a location within the City of North Pole or at the office of the CONTRACTOR, any and all books, records and documents regarding matters covered or related to this agreement or the performance of, or payment for, the work called for herein, excluding licensed software and/or pre-existing developmental software used to complete the work, and the OWNER shall be entitled to make audits and copies of all such work papers, expense receipts, and summaries or data relating to any all matters covered by this agreement or performance or payment for the work called for herein.

b) All project records shall be maintained by the CONTRACTOR for not less than three (3) years after completion and final acceptance of all work by the OWNER and shall be subject to inspection and copying by the OWNER, representative of the OWNER, or third party designated in writing by OWNER.

SECTION 16: HOLD HARMLESS AND INDEMNITY - The OWNER, its officers, employees and agents shall not be held liable for any claims, liabilities, penalties, fines or for damage to any goods, properties or effects of any person whatsoever, nor for any personal injury or death, caused by or resulting from any act or omission of CONTRACTOR, or by any of CONTRACTOR'S officers, employees, agents, representatives, contractors, or subcontractors in the performance or nonperformance of this agreement, and CONTRACTOR further agrees to appear and defend, and to indemnify and save free and harmless the OWNER and its officers, employees and agents from and against any of the foregoing claims, liabilities, penalties, fines or damages, whether or not valid, and for any cost and expense, including reasonable attorney's fees incurred by the OWNER, its officers, employees or agents on account of any claim therefore

SECTION 17: INSURANCE - As indicated in: Section 6. Scope of Work, 6.16 Liability Insurance.

SECTION 18: INDEPENDENT CONTRACTOR; NO AUTHORITY TO BIND OWNER - The parties hereto agree that CONTRACTOR is an independent contractor and is not, and shall not be construed to be a partner, joint venturer, employee or agent of the OWNER and shall not, and is not authorized to, enter into or make any contracts, agreements or enter into any other understanding with any other person, corporation, partnership, joint venture, or other entity, in the name of or for the benefit of the OWNER.

SECTION 19: NO THIRD PARTY BENEFICIARIES - Nothing in this agreement shall be construed to give any person other than the OWNER and the CONTRACTOR any legal or equitable right, remedy or claim under this agreement, but it shall be held to be for the sale and exclusive benefit of the OWNER and the CONTRACTOR.

SECTION 20: PAYMENT OF TAXES - The CONTRACTOR shall pay all federal, state, and local sales, excise or other taxes or assessments incurred by the CONTRACTOR in a timely manner.

SECTION 21: ASSIGNMENT AND SUBLETTING PROHIBITED WITHOUT PRIOR CONSENT OF OWNER - The CONTRACTOR shall not assign, transfer, convey, pledge, hypothecate, sublet, subcontract, or otherwise dispose of or encumber this agreement, or the rights there under, nor shall the CONTRACTOR delegate any of its duties hereunder **without the prior written consent of the OWNER**. Any such attempted assignment, transfer, conveyance, pledge, hypothecation, subletting or other disposition, or the attempted assignment, disposition or delegation of duties or rights shall be null and void and of no force or effect and shall be grounds and cause for immediate termination of this agreement without liability by and at the option of the OWNER.

SECTION 22: NOTICE - Any notice, demand, request, consent, approval, or other communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail at the address set forth below. Either party may change its address by notifying the other party of its change of address in writing. Notice shall be deemed to have been duly made and given when delivered if served personally, faxed, or upon the expiration of seventy-two (72) hours after the time of mailing if mailed as provided in this section. Notice made by fax will be confirmed with mailing of original notice.

OWNER:
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

CONTRACTOR:

_____, _____

SECTION 23: EQUAL EMPLOYMENT OPPORTUNITY

a) The CONTRACTOR shall not discriminate against any employee or applicant for employment because of unlawful reasons and will abide by all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices. The CONTRACTOR will take affirmative action to insure that such federal and state employment discrimination laws are not violated. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, those notices regarding employment discrimination as required by law.

b) The CONTRACTOR shall state in all solicitations or advertisements for employees to work on contract jobs to be let in the performance of this agreement, that all qualified applicants will receive consideration for employment in a form required by law.

c) The CONTRACTOR agrees to fully cooperate with the office or agency of the State of Alaska which seeks to deal with the problem of unlawful or invidious discrimination, and with all other state efforts to guarantee fair employment practices under this agreement, and said CONTRACTOR will comply promptly with all requests and directions from the State Commission for Human Rights or any of its officers or against relating to prevention of discriminatory employment practice.

d) Full cooperation as expressed in the foregoing clause c) shall include, but not be limited to, being a witness in any proceeding involving questions of unlawful, or invidious discrimination if such is deemed necessary by any official or agency of the State of Alaska, permitting employees of said CONTRACTOR to be witnesses or complainants in any proceeding involving questions of unlawful or invidious discrimination, if such is deemed necessary by any official or agency of the State of Alaska, or the

OWNER, participating in meetings, submitting periodic reports on the equal employment aspects of present and future employment, assisting in inspection of relevant facilities, and promptly complying with all state directives deemed essential by any office or agency of the State of Alaska, or the OWNER, to insure compliance with all federal and state laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

e) Failure to perform any of the above agreements pertaining to equal employment opportunities shall be deemed a material breach of the contract and sufficient grounds for termination of this agreement for cause without liability.

SECTION 24: WORKER'S COMPENSATION COVERAGE - The CONTRACTOR, if subject to the provisions of the Alaska Worker's Compensation Act (A.S. Title 23, Chapter 30), shall, upon request, provide the OWNER and the State of Alaska with proof, furnished by the insurance carrier, of current coverage for worker's compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Worker's Compensation Board. The CONTRACTOR further acknowledges and agrees that in the event it fails to maintain proper worker's compensation coverage, the provisions of A.S. 23.30.045(e) will be implemented, and the OWNER, at its option, may terminate this agreement for cause without liability. The City will require proof of Workers Compensation Coverage, Automotive Insurance and Liability Insurance.

SECTION 25 - MISCELLANEOUS

a) **Relationship of Parties:** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship or principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither method of computation of payment nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of OWNER and independent contractor.

b) **Terminology:** Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

c) **Nonwaiver:** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term, or condition of this agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval by either party to any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

d) **Law Applicable:** The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this agreement. Venue as to any action or claim proceeding, arising out of, or based upon this agreement, including, but not limited to, any action for declaratory or injunctive relief, shall be the appropriate state court sitting in the City of Fairbanks, Fourth Judicial District, Alaska.

e) **Successors and Assigns:** Except as otherwise provided herein, the covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their respective personal representatives, heirs, successors and assigns.

f) **Compliance With Law and Regulations:** CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, comply with all of the requirements of all local, state, or federal laws, ordinances, or regulations now in force, or which may hereafter be in force, pertaining to this agreement, or the project or work to be performed, and shall faithfully observe in the performance of this agreement, all local, state, and federal

laws, ordinances and regulations now in force or which may hereafter be in force.

g) Entire Agreement: This agreement and any schedules, appendices or attachments attached hereto set forth all the covenants, promises, agreements, conditions and understandings between the parties, hereto, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise expressly provided, no contemporaneous or subsequent agreement, understanding, alteration, amendment, change or addition to this agreement, or any schedule, appendix, exhibit or attachment thereto shall be binding upon the parties hereto unless reduced to writing and signed by both parties. This agreement constitutes a final, complete, and exclusive statement of the agreement between the parties; provided, however, that this agreement does not incorporate or nullify any previous oral or written contract for other work not encompassed within the scope of work of this agreement.

h) Severability: In the event any provision of this agreement is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

i) CONTRACT INTERPRETATION: This contract shall not be construed against the drafting party.

WHEREFORE, the parties have entered into this agreement to be effective as of the day and year first above written. Executed at the City of North Pole, Alaska.

BY:

OWNER:

CONTRACTOR:

CITY OF NORTH POLE

Doug Isaacson, Mayor

Date

Name and Title:

Date

Approved as to Form:

OFFICE OF THE CITY ATTORNEY

ATTEST:

Zane Wilson, City Attorney

Date

Kathy Weber, City Clerk

Date

125 Snowman Lane
North Pole, AK 99705
P: 907-488-8583
F: 907-488-3002
C: 907-388-2728
Email: Kathy@northpolealaska.com

**City of North Pole
Office of the City Clerk/HR Mgr**

Memo

To: North Pole City Council
From: Kathy Weber
CC: Mayor Isaacson
Date: 8/16/2012
Re: 2012 City Surplus Sale

Attached is the list of items presented to the city council for approval to be sold at the city surplus sale. Sealed bids for the sale of surplus property will be received by the City of North Pole until 10:00 a.m., Wednesday, September 12, 2012. Bids will be opened publicly immediately thereafter in the North Pole Council Chambers. Successful bids will be awarded by the North Pole City Council at the Monday, September 17, 2012 regularly scheduled City Council meeting.

Property will be available for viewing and inspection Tuesday, September 4th, through Tuesday, September 10th, 2012 from 10:00 a.m. to 3:00 p.m. daily. A complete list of all surplus items offered may be obtained from North Pole City Hall, 125 Snowman Lane. Prospective bidders are encouraged to inspect items prior to submitting bids. No warranty is made as to the operation or condition of items. All items are to be sold strictly on an "as is, where is" basis.

Bids must be submitted on bid forms provided by the City of North Pole. The North Pole City Council reserves the right to reject any and/or all bids and waive any informalities. Payment in full, by cash, credit card or certified check shall be made and items picked up, within seven (7) days of the City Council awarding the successful bids.

For further information and a list of items and bid forms, please contact:

City of North Pole
City Clerk's Office
125 Snowman Lane
North Pole, AK 99705
(907) 488-8583 (Tel)
(907) 488-3002 (Fax)

North Pole Police Department
2012 Surplus List

Case #	Item Description Auction 2012	Location	Auction Date
10-1801	Safe	F1-f2	
10-1801	Insulated brown bag	F1-f2	
10-1801	Black box with silver skull on top	F1-f2	
09-1394	Silver bat	F1-f2	
08-1279	Lighters	F1-f2	
09-3599	Hp laptop computer/ thumb drive	F1-f2	
10-2078	Small hunting knife	F1-f2	
09-3599	Apple – I-phone	F1-f2	
10-1485	Boat cover	F1-f2	
10-2778	Silver pocket knife/blue inlays	F1-f2	
08-2710	Black Cobra Radar Detector	F1-f2	
10-3307	Folding knife	F1-f2	
07-2721	4 knives	F1-f2	
07-2721	Leather belt w/ holster	F1-f2	
07-2721	Leather case for belt	F1-f2	
10-3052	2 pocket knives	F1-f2	
10-3052	Blue/white helmet	F1-f2	
10-2249	Cell phone (nokia)	F1-f2	
11-301	Pocket knife	F1-f2	
10-1298	Black Samsung , gray Motorola cell, red Samsung cell	F1-f2	
06-1947	Pick	F1-f2	
06-1947	Handsaw	F1-f2	
06-1947	Fire Extinguisher	F1-f2	
11-1348	Burberry Plaid Purse	F1-f2	
11-1184	Blk leatherman knife	F1-f2	
11-1592	Metal Easton baseball bat	F1-f2	
11-942	2- cell phones	F1-f2	
11-1436	LG cell phone	F1-f2	
00-000	Sunglasses found in lobby 5-12-11	F1-f2	
12-114	Leather pistol holster w/ knife in sheath	F1-f2	
12-404	2 bags womens cloths, 1 bag baby clothes, 1 bag dog coats	F1-f2	
12-246	3 small pocket knives	F1-f2	
12-404	2 bags womens clothes, 1 bag baby clothes, 1 bag dog coats		
12-246	3 pocket knives		
	Toshiba-pa 1219u-serial # 08645216 laptop w/battery, charger		
	Misc computer parts		
	35mm camera- city serial # 3000032, canon AE! w/ acc metal case		
	Benjamin Franklin bb gun Serial # 8187258		
12-357	Blue Samsung cell phone		
	3 boxes file folders		
	BB gun Marksman repeater # 01067509		
	BB gun Marksman repeater # 02047297		
	BB gun Marksman repeater # 94033145		

North Pole Police Department
2012 Surplus List

	BB gun Marksman reaper # 00379577		
	Glass candy dish		
	(4) champerlin garage door openers		
	CD Label Maker 2 boxes		
	Wooden box for business cards		
	Plastic painter stand		
	1 palm M130 # P80704 US		
	(4) Shock blockers for boots		
	1 vivitar micro 110 camera		
	Panasomic cassette player		
	Vivitar camera		
	Cassette to Cassette recorder (Recordex)		
	Box of DVD-Ram		
	String Puppet		
	ML-2150 Toner Cartridge		
	Black computer-7309-z0 712001089		
	AMD- NP tag # 300-616 serial # 013515047		
	ANTEC computer serial # ?		
	Dell computer serial # 7G51101		
	AMD NP# 300-611		
	LG ? serial # 7253-z0611000719		
	Toner cartridge canon FX-3		
	Panasonic cassette recorder		
	Wireless router serial # 524910039905793		
	Itronix-notebook Serial # ZZGEG4327ZZ8244		
	13" Sylvania TV w/ built in DVD player		
	20 plus CB		
	(10) Jotto Desks w/ stands		
12-431	50SXR orange MC vin # VLKMRA 205WM1005200		
	Code 3 PA model # 3672L4		
	Panasonic DVD # VA4GA001436		
	*****END ACUTION 2012*****		

North Pole Fire Department
2012 Surplus Items

4	Computers
3	Printers
1	Fax machine
2	Monitors
1	Scanner
1	Copier stand
1	Copier
8	Tires for recapping (11R 22.5)
1	1988 Chev Ambulance (mileage 58,418)

North Pole Utilities
2012 Surplus List

- Three (3) Compaq UPS R1500 XR Model uninterruptible Power kits and one (1) Power Distribution Kit

125 Snowman Lane
North Pole, AK 99705
P: 907-488-8583
F: 907-488-3002
C: 907-388-2728
Email: Kathy@northpolealaska.com

**City of North Pole
Office of the City Clerk/HR Mgr**

Memo

To: North Pole City Council
From: Kathy Weber
CC: Mayor Isaacson
Date: 8/16/2012
Re: Approval Of Contractor to Construct Kitchen Modifications at the Santa's Senior Center as Part of the Community Development Block Grant Funded Kitchen Modification Project

At this time I have not received any information from Mr. Butler regarding this bid.

CITY OF NORTH POLE

ORDINANCE 12-18

**AN ORDINANCE APPROVING THE TRANSFER OF NATURAL GAS UTILITY
POWER TO THE FAIRBANKS NORTH STAR BOROUGH**

WHEREAS, Article X, Section 13, of the Alaska Constitution and Alaska Statute 29.35.310 authorize a home rule city in a second class borough to transfer to the borough any of its powers or functions; and

WHEREAS, the Fairbanks North Star Borough desires to create an area-wide natural gas utility, the purpose of which is to provide affordable natural and/or manufactured gas to the largest number of people in the borough in the shortest amount of time; and

WHEREAS, the Council believes that there is an urgent need for affordable natural gas in the Fairbanks area; and

WHEREAS, the Council has reviewed the Borough's proposed ordinance that would create this utility and provide for its management and supports the provisions, conditions and safeguards contained in that ordinance,

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

Section 1. The City of North Pole transfers to the Fairbanks North Star Borough its power to own and operate a natural gas utility.

Section 2. Transfer of this power is conditioned upon (INSERT ANY CONDITIONS ESTABLISHED BY COUNCIL).

Section 3. Effective Date. This ordinance shall be effective at 5:00 p.m. on the first City business day following its adoption.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 20th day of August, 2012.

Douglas W. Isaacson, **Mayor**

ATTEST:

APPROVED AS TO FORM:

Kathryn M Weber, MMC
North Pole City Clerk

Zane Wilson, City Attorney

By: Nadine Winters
Luke Hopkins
Diane Hutchison

Introduced:

FAIRBANKS NORTH STAR BOROUGH

ORDINANCE NO. 2012 -

AN ORDINANCE ACQUIRING AN AREAWIDE NATURAL GAS UTILITY POWER BY
TRANSFER FROM THE CITIES OF FAIRBANKS AND NORTH POLE,
ESTABLISHING THE INTERIOR ALASKA NATURAL GAS UTILITY AND PROVIDING
FOR ITS MANAGEMENT

WHEREAS, Article X § 13 of Alaska's Constitution authorizes a city
located in a borough to transfer to the borough any of its powers or functions unless
prohibited by law or charter; and

WHEREAS, both the City of North Pole and the City of Fairbanks are
home rule cities authorized to acquire, own and operate public utilities and to exercise
all powers and functions necessarily or fairly implied in or incident to that purpose; and

WHEREAS, Alaska statutes (AS 29.35.210(d), AS 29.35.300, and AS
29.35.310) expressly authorize a second class borough, like the Fairbanks North Star
Borough, to exercise on an areawide basis a power acquired by transfer from a city; and

WHEREAS, it is in the best interest of the citizens of the Fairbanks North
Star Borough to create an areawide natural gas utility empowered to ensure its citizens
affordable access to natural gas and/or propane; and

WHEREAS, an areawide natural gas utility will allow for tax exempt
financing, access to governmental funding, and provide transparency of operations; and

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be added is underlined

Text to be deleted is [BRACKETED AND CAPITALIZED]

34
35 WHEREAS, the areawide natural gas utility, once established, can explore
36 available public-private partnership options in order to operate in a businesslike, cost-
37 effective manner.

38
39 NOW, THEREFORE, BE IT ORDAINED by the Assembly of the Fairbanks
40 North Star Borough:

41
42 Section 1. This ordinance is of a general and permanent nature and shall,
43 except for sections 2 and 3, be codified.

44
45 Section 2. Approval of Transfer by Cities. The Fairbanks North Star
46 Borough hereby accepts the transfer to the Borough by the City of Fairbanks and the
47 City of North Pole of the power to acquire, own, and operate a natural gas utility. For
48 purposes of this ordinance, the power to acquire, own, and operate a natural gas utility
49 includes, without limitation, the power to acquire, own and operate distribution,
50 transmission, and transportation-related facilities and pipelines and conditioning
51 facilities as well as all powers necessarily or fairly implied in or incident to that purpose.
52 Such powers are intended to be broadly construed. The Fairbanks North Star Borough,
53 however, recognizes and agrees to the conditions imposed by the Cities in the
54 transferring ordinances.

55
56 Section 3. Orderly Transition. The Fairbanks North Star Borough, in
57 consultation with the Cities of Fairbanks and North Pole, shall arrange for an orderly
58 and equitable transfer of rights and other matters related to acquisition of the areawide
59 powers.

60

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT
Text to be added is underlined
Text to be deleted is [BRACKETED AND CAPITALIZED]

Section 4. FNSB 1.02.050, acquired areawide powers, shall be amended to add the following (the Clerk shall provide the appropriate date):

9. Natural Gas Utility by transfer _____, 2012.

Section 5. FNSB Code of Ordinances is hereby amended to add a new Title as follows:

Title 11. Natural Gas Utility

Chapter 11.01 Establishment of Utility and Management

11.01.010 Establishment. There is established the Interior Alaska Natural Gas Utility, the purpose of which is to facilitate if possible or provide, if necessary, affordable natural and/or manufactured gas to the largest number of people in the Fairbanks North Star Borough in the shortest amount of time. The Interior Alaska Natural Gas Utility shall be a public corporation and an instrumentality of the Fairbanks North Star Borough. It shall be wholly owned by the Fairbanks North Star Borough but shall have a legal existence independent of and separate from the Borough.

11.01.020 Application of Laws. The Utility shall, as a public corporation, comply with the Open Meetings Act and other applicable state laws. Borough ordinances not of general public application shall apply only as specified herein or as specifically made applicable in any adopted ordinance.

11.01.030 Management.

A. There is hereby created a seven member independent and non-partisan Interior Alaska Natural Gas Utility Board of Directors who shall oversee the work necessary to achieve the purpose of the Utility which specifically may include management and operation of a natural gas utility. The Board shall annually elect a chair and may elect other officers from among its members. The Board shall have the authority to adopt and amend bylaws subject to assembly approval. The Board shall

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be added is underlined

Text to be deleted is [BRACKETED AND CAPITALIZED]

88 report to the Assembly at least quarterly and shall provide an annual report which must
89 include financial statements audited by independent outside auditors.

90 B. The initial appointments to the Board shall be made as follows: three by
91 the Borough Mayor, one by the assembly presiding officer, one by the City of North Pole
92 and two by the City of Fairbanks, each confirmed by the respective governing body.
93 Appointments shall be made for staggered terms (as determined by lottery) with two
94 members serving for two years, two serving for three years and three serving for four
95 years with their terms ending when their successors are elected or appointed. Upon
96 the expiration of the first four initial appointed terms of office, their successors shall be
97 elected at large by the voters of the Fairbanks North Star Borough. Upon expiration of
98 the last three initial appointed terms, their successors shall be appointed, one by the
99 Borough Mayor, one by the City of North Pole Mayor and one by the City of Fairbanks
100 Mayor, each subject to confirmation by the respective governing body. After the
101 expiration of their initial terms all shall thereafter serve a term of three years.

102 C. The Utility shall be independently managed and operated by the Board of
103 Directors in accordance with prevailing industry practices and general standards
104 common to utilities providing the same utility service. The Board, not the Fairbanks
105 North Star Borough, shall oversee the management of the Utility and shall have the
106 powers necessary or convenient to the management and operation of the Utility. The
107 Borough intends that the Board shall have full authority respecting the Utility unless that
108 authority is specifically withheld by law or ordinance. During its first year of operation
109 the Board may request and use, at the discretion of the Mayor, available Borough
110 resources such as staff and equipment. Thereafter, the Board may not utilize the
111 resources of the Borough except as authorized by the Assembly. The Board may
112 contract or act only on behalf of the Utility and not on behalf of the Fairbanks North Star
113 Borough. The Fairbanks North Star Borough shall not be liable for the debts or liabilities
114 of the Utility without specific authorization by the Fairbanks North Star Borough
115 Assembly. No general obligation bonds may be issued without voter approval. The

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be added is underlined

Text to be deleted is [BRACKETED AND CAPITALIZED]

Board shall maintain a separate account for the Utility which shall be kept and classified in accordance with uniform accounting standards generally prescribed for public utilities providing the same utility service. The Board may acquire and dispose of capital assets.

D. Manager. The Board of Directors may enter into contracts or other agreements to provide for the management and operation or any aspect thereof of the natural gas utility and shall have the authority to appoint a Manager which may be an individual or a private entity.

E. The Board shall have a separate capital and operating budget. The Borough Assembly shall have approval only over the total budget amount and may not raise or lower any other line item. Earnings shall be retained by the Utility to enable the Utility to meet its purpose of providing affordable natural and/or manufactured gas to the largest number of people in the borough in the shortest amount of time.

Section 6. Effective Date. This ordinance shall be effective at 5:00 p.m. of the first Borough business day following its adoption.

PASSED AND APPROVED THIS ____ DAY OF _____, 2012.

Diane Hutchison
Presiding Officer

ATTEST:

APPROVED:

Mona Lisa Drexler, MMC
Borough Municipal Clerk

A. René Broker
Borough Attorney

CODE AMENDMENTS ARE SHOWN IN LEGISLATIVE FORMAT

Text to be added is underlined

Text to be deleted is [BRACKETED AND CAPITALIZED]