



CITY OF NORTH POLE *Alaska*

REGULAR CITY COUNCIL MEETING Monday, November 25, 2013

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

MAYOR

Bryce Ward 888-4444

COUNCIL MEMBERS

Michael Welch- <i>Mayor Pro Tem</i>	488-5834
Sharron Hunter- <i>Dep Mayor Pro Tem</i>	488-4282
Elizabeth Holm – <i>Alt Dep Mayor Pro Tem</i>	385-3797
Kevin McCarthy-	590-0800
Thomas McGhee-	455-0010
Preston Smith -	488-8824

CITY CLERK

Kathy Weber, MMC 488-8583

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
National Anthem sung by NPMS – Shahiba Bhattarai, Lindsay Moisan, Ashley Roberts, Brittany Roberts
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**
 - a. Ordinance 13-14, An Ordinance Establishing the 2014 Budget and Levying the Mill Rate, second reading
- 12. New Business**
 - a. Award 2013 Audit RFP to Kohler, Schmitt & Hutchinson and the possibility to extend for another 5 years
 - b. Request from Christmas in Ice for 3rd Quarter 2013 bed tax monies
 - c. Request from FCVB for 4th Quarter 2012, and 1st, 2nd, and 3rd Quarter 2013 Bed Tax Monies
 - d. Request from PDC Inc, Engineering for modification to Professional Services Agreement
 - e. Approval of Mutual Aid Agreement for Fire Protection Services
 - f. Approval of Emergency Medical Services Mutual Aid Agreement between the Fairbanks North Star Borough and its EMS contractors, and adjacent entities providing like services
 - g. Ordinance 13-15, An Ordinance Amending Title 4, Chapter 4.09, Section 4.09.020, Tax Levy
 - h. Ordinance 13-16, An Ordinance of the City of North Pole, Alaska to Amend Title 13, Public Services
 - i. Resolution 13-18, A Resolution of The City of North Pole to Formally accept Alaska Clean Water Fund Loan #633031 from the Alaska Department of Environmental Conservation in the amount of \$302,500 for the Utility Emergency Response Generators Project
 - j. Resolution 13-19, A Resolution in support of the Fairbanks Metropolitan Area Transportation System (FMATS) request for transportation funding for fiscal year 2015

13. Executive Session

- Discussion of statute of limitations concerning sulfolane contamination and City's options concerning legal options related to Flint Hills Resources

14. Council Comments

15. 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, November 4, 2013 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Ward called the regular City Council meeting of Monday, November 4, 2013 to order at 7:00 p.m.

There were present:

**Ms. Holm
Ms. Hunter
Mr. McCarthy
Mr. McGhee
Mr. Smith
Mr. Welch
Mayor Ward**

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

National Anthem sung by NPMS students, Lindsay Moisan, Ashley Roberts, Brittany Roberts, Shahiba Bhattarai, and Katie White

INVOCATION

Invocation was given by Councilman McGhee

APPROVAL OF AGENDA

Mr. McGhee moved to Approve the Agenda of November 4, 2013

Seconded by Mr. Welch

Discussion

None

Mr. McGhee moved to consent the following items under New Business as follows:

- c. Acceptance of AHSO Grant 154AL-14-01(C) in the amount of \$119,326.39**
- d. Award of design services for heating and cooling system in the Police Department to PDC, Inc.**
- e. Award of Bi-Directional Amplifier (BDA) & Distributed Antenna (DAS) bid to Procomm and authorize the Mayor and City Clerk to sign the Agreement for Professional Services.**
- f. Council approval of online surplus sale items**

h. Resolution 13-17, a Resolution of the North Pole City Council, rescheduling the November 18, 2013 council meeting to November 25, 2013 due to the AML Conference in Anchorage, Alaska

Seconded by Mr. Welch

Discussion

None

On the Amendment

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, Welch, McCarthy, Ward

NO – 0

Absent – 0

On the main motion as amended

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, Welch, McCarthy, Ward

NO – 0

Absent – 0

APPROVAL OF MINUTES

Mr. McGhee moved to Approve the minutes of October 21, 2013

Seconded by Ms. Hunter

Discussion

None

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, Welch, McCarthy, Ward

NO – 0

Absent – 0

Executive Session

To Discuss personnel issues of the Police Department

Mr. McGhee moved to Approve the step advance for the Police Department personnel, Bruce Milne

Seconded by Mr. Welch

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, Welch, McCarthy, Ward
NO – 0
Absent – 0

COMMUNICATIONS FROM THE MAYOR

- United Way Presentation by Karen Gardner
- Re-organization of council
 - Mayor Pro Tem – Michael Welch
 - Deputy Mayor Pro Tem – Sharron Hunter
 - Alternate Mayor Pro Tem – Elizabeth Holm

The North Pole City budget was made public on the 29th of October. It is available for review online at our website, www.northpolealaska.com and at City Hall.

Thank you to the council members who attended the council orientation this last weekend. It was a great success and a special thank s to our staff that made it all happen.

Every third Friday of the month is Muffins with the Mayor. That means next Friday is Muffins with the Mayor from 8-10 AM here at City Hall. This is a time for the public to come and chat with the mayor, ask questions and solve the world's problems. Muffins are homemade by Rachel Ward.

The proposed amendments for the 2013 budget will be presented in the December 2nd council meeting.

Please mark your calendars for budget work sessions next week, the dates and times are as follows:

Tuesday November 12th at 6PM, Bill Butler: Utility Dept., Public Works and Building Dept.

Wednesday November 13th at 6PM Chief Dutra: Police, Mayor Ward: Revenues

Thursday November 14th at 6PM Chief Lane: Fire, Kathy Weber: Admin- Clerks office

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Director of City Services, Bill Butler
Building Department

- No new building permit applications since last council meeting

Public Works

- Christmas light displays installed in roundabouts and banners hung on 5th Avenue
 - Working with DOT to correct electrical problem in one roundabout
- Major department activities include preparing equipment—plows, skid steers loaders, etc. for winter work

Utility Department

- Loss of flow to discharge channel in Tanana River where utility discharges treated waste water effluent
 - Working with ADEC to hold a planning meeting to begin resolving issue
 - Purpose of meeting is to focus on most realist and economical solutions
 - Tentative meeting participants
 - Dean Syta: City's engineer from USKH responsible for wastewater treatment rehabilitation analysis and design project
 - Mike Pollen: City's wastewater consultant
 - ADEC representatives from permitting, engineering plan reviewer, contaminated sites and grants administrator
 - Department of Natural Resources representative

Natural Gas Utility Board

- IGU received and is reviewing proposals from firms to serve as a project manager—professional staff--to move forward creating a public utility if RCA grants the service area to IGU
 - IUG's volunteer board members have been performing these functions, but workload has reached the point where need fulltime staff to move forward
 - Goal is to identify a project manager to coincide with granting of service area

Police Department, Chief Dutra

- Stats through October 31st.
- Just a reminder to the council about Nov 7th at 1300 hours graduation for Officer Milne at Pioneer Park.
- Drug Take back was a great success we had 23.05 lbs of drugs turned in.
- Halloween was a success we had no major problems and Glow Stick handout was fast we handed out 500 glow sticks in 1 and half hours. Warm weather brought out lots of kids. Received lots of compliments about extra officers and safety in the City.
- Attention to article in Daily News Miner: congratulations to Det. Stewart for his work on this case.

- Thank you Kathy Weber and Mayor Ward for your hard work on the budget packets and the city council orientation.

Fire Department, Chief Lane

Lt. Kevin Haywood

- NPFED participated in a structural fire this afternoon. There was no loss of life but the building was a complete loss.

Accountant, Lisa Vaughn

- Financial statements, for the general and utility funds, as of today, to help with your budget decisions. If you have any questions on the budget, please feel free to call me.
- I'm sorry I was not part of the presentations on Saturday. I have another commitment on Saturdays that I try not to break. I will, starting our next council meeting, be giving a couple of short presentations on the financial statements and the things I do in finance.
- I will not be at the budget meetings next week, as I have classes all three of those nights.
- Please feel free to contact me if you have any questions.

Borough Representative, Mayor Ward

- There was nothing that concerned the City of North Pole.

City Clerk

- I would like to start off by saying it is great to have a full council again and I look forward to working with all of you.
- The past two weeks have been spent on putting the budget together and Council Orientation. I hope everyone enjoyed Saturday. We are looking for feedback from each of you and will put out a survey to each of the council members so you can reply with suggestions for next year or what you would like to see more or less of.
- Five Council members and the City Clerk will be attending AML from November 17 - 21. I will have access to email and will be checking it throughout the conference. If you have any questions or concerns during the conference and need me for anything, please feel free to call or email me.
- Reminder that all council members have professional portraits taken as they hang above the front counter in City Hall. The City pays for this service and you should have received information on "Professional Portraits". New picture frames are being ordered along with new name plates.
- We are looking at a new company, Lincoln Financial, for the deferred compensation for employees. This is a benefit that employees can participate on their own. I met with them last week and they are very interested in working with the City of North Pole.

- I hope to have something to bring to you at the next meeting concerning your electronic device. I pads are an easy thing to adapt to and to carry around. However, while in Anchorage, the Mayor and I will be going to Best Buy and I will be speaking with other IT people to get you the best product that I can for the money.

Here is a breakdown of the dates until the end of the year for budgeting and workshops.

1. November 4, 2013 – 1st reading of the 2014 budget
2. November 12 – Budget Workshop for Utility, Public Works, and Building Departments
3. November 13 – Budget Workshop for Police Department, Revenues
4. November 14 – Budget Workshop for Admin, Professional Services, and Fire Department
5. All Budget Work Shops begin promptly at 6:00 p.m.
6. November 25, 2013 – 2nd reading of the 2014 NP Budget
7. December 2, 2013 – 3rd and final reading of the 2014 NP Budget

ONGOING PROJECTS

None

CITIZENS COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

TUITION REIMBURSEMENT FOR OFFICER EMILY GIBSON IN THE AMOUNT OF \$495

Chief Dutra stated that he approved this in his budget and this course is needed for Officer Gibson's degree.

Public Comment

None

Mr. McGhee *moved to* Approved Tuition Reimbursement For Officer Emily Gibson In The Amount Of \$495

Seconded by Mr. Welch

Discussion

Ms. Hunter said she did not think that any class that an employee took should be paid for by the City and that only classes that directly pertained to their career should be approved. She will vote on this based on the fact that Officer Gibson is changing her major.

Mr. McGhee said he too did not think that the comment by Chief Dutra stating that any class taken would be good for the department. He said this could be abused and this is not an open carte blanche to approve any class.

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, McCarthy, Welch, Ward

NO – 0

Absent – 0

APPEAL OF WATER BILL FOR SEPTEMBER & OCTOBER 2013 BY JAMES VOGEL

Mr. Butler stated that Mr. Vogel asked to be partially reimbursed for his water bill as his water softener was not working properly. The water was used because of a faulty piece of equipment.

Ms. Hunter asked if the customer was given a written excerpt from the code.

Mr. Butler said they are referred to the NPMC that is online

Public Comment

None

Mr. McGhee *moved to Deny the Appeal of Water Bill for September & October 2013 by James Vogel*

Seconded by Ms. Holm

Discussion

Mr. McGhee said that the water was used because of faulty equipment and the other rate payers shouldn't have to pay for the used water.

Mayor Ward said that the City has set precedence.

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, McCarthy, Welch, Ward

NO – 0

Absent – 0

ORDINANCE 13-14, AN ORDINANCE ESTABLISHING THE 2014 BUDGET AND LEVYING THE MILL RATE

Mayor Ward introduced the 2014 Budget and Ms. Vaughn went through the booklet and informed council on the sections in the budget.

Public Comment

None

Mr. McGhee *moved to* Introduce and Advance Ordinance 13-14, An Ordinance Establishing The 2014 Budget And Levying The Mill Rate

Seconded by Ms. Hunter

Discussion

Mr. McGhee said he has been sitting on the council since 1998 and this is the first time he has seen the budget prior to the budget process. He asked the Mayor about the .5 mill rate and the amount in the 2014 budget.

Mayor Ward said that this was in part because of the decrease in property tax from Flint Hills Resources.

Mr. McGhee said he is concerned about the decrease in citation revenue. He asked if the Mayor felt good about the number in the impound lot and if they were under staffed or what the problem was.

Chief Dutra explained that this past year the department was under staffed and he is confident that this was the problem. This pulls officers off of the traffic and there was just not enough people on the road. He expects this to change this next year as they are fully staffed now. Currently the staff is giving more warnings that citations and he feels that his officers use good discretion and judgment.

Mr. McGhee said the Fairbanks Police Department got a bad reputation as their Chief wanted them to make more contacts and give citations. He hasn't seen the police patrolling in the City limits very much lately.

Mr. McCarthy asked about line item 18.

Mayor Ward said that municipal assistance that this is something that the state legislature sets. The legislature did not approve the municipal assistance last year and with things looking tighter this next year for the state, he did not feel comfortable relying on that revenue stream.

Mr. McGhee asked Chief Dutra about refilling positions in the department for 2014 and about equipment outlay.

Chief Dutra stated that this was for radio's and other equipment and not a vehicle.

PASSED

YES – 7 –Hunter, Smith, Holm, McGhee, McCarthy, Welch, Ward

NO – 0

Absent – 0

COUNCIL COMMENTS

Mr. McCarthy – no comment

Mr. Welch – no comment

Ms. Holm – excited to be on council for the next 3 years.

Ms. Hunter – enjoyed the orientation despite the fact she's been on council in the past. She thanked everyone for coming out and is grateful that we have a full council again.

Mr. Smith – thanked the departments for the great orientation and he looks forward to working on the budget the next few weeks. He asked that everyone drive safely.

Mr. McGhee – congratulated the new council members and those that have come back. He really appreciated the budget booklet and can't agree with a budget he hasn't had a chance to talk with department heads about. He also appreciated the United Way presentation and all employees that participate in the project. The new vests are very nice and he is looking forward to the new council and glad that Mike Welch is the Mayor Pro Tem and publicly representing the City. Mr. McGhee said he remembered when Mr. Welch presented the airmen on Eielson Air Force base with a coin and Alaska flag who were going to be deployed to Afghanistan. He also noticed Ms. Hunter who has done an excellent job representing the City. He told the other council member that for anyone taking this on, you represent the City as well as standing in for the Mayor. Mr. McGhee thanked the Mayor for what he has done.

Mayor Ward – gave special thanks to all the staff who came out and helped and the council members who attended. He wants them to be most educated council on things going on locally and around the state. Muffins with the Mayor is a good time to come and talk and that is held on the 3rd Friday of every month.

ADJOURNMENT

Mr. McGhee adjourned the meeting at 9:17 p.m.

Seconded by Ms. Holm

The regular meeting of November 4, 2013 adjourned at 9:17 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, November 25, 2013.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

PROCLAMATION

A DECLARATION OF A DISASTER EMERGENCY WITHIN THE FAIRBANKS NORTH STAR BOROUGH AND REQUESTING STATE AND FEDERAL ASSISTANCE.

WHEREAS, on or about November 12, 2013, a severe winter storm occurred in the Fairbanks North Star Borough area; and

WHEREAS, the Fairbanks North Star Borough (FNSB) area received substantial and heavy precipitation in the form of freezing rains, wet snow and up to 70 mph winds resulting in a large number of downed trees damaging power lines and creating extensive and long lasting power and phone outages; and

WHEREAS, the conditions which have brought about this disaster emergency resulted in power outages to an estimated 16,000 residences initially; and

WHEREAS, subsequently, a cold weather front settled in the Tanana Valley and the area is expected to experience temperatures dropping to well below zero; and

WHEREAS, the FNSB has established close communication with Golden Valley Electric Association (GVEA), the American Red Cross and the School District to establish the necessary response to the continuing emergency which the area is experiencing; and

WHEREAS, GVEA the local electric cooperative continues to have line crews working 24 hours a day and has asked for and received mutual aid from other utilities statewide and yet anticipates power outages to continue in areas for several more days; and

WHEREAS schools were forced to close for three days during the freezing rain storm and there is at least one outlying school which is within an area still without power. In order to open the school to the children of the area, some from homes without heat, water and power, the school, which has a back-up generator, has requested satellite phones due to the continued phone outages so that safety communication can be available while classes are in session; and

WHEREAS there is a severe lack of communication to those residents still without power to determine individual assistance; and

WHEREAS, the weather conditions within the Fairbanks North Star Borough have resulted in actual threats to life and further damage to property; and

WHEREAS, residents will not begin to recover from this emergency until actual damage to property caused by frozen domestic water systems and failed heating systems is determined after power is restored to residences with long-term outages; and

WHEREAS, the emergency has caused the need to open warming centers and ready overnight shelters for those individuals without power, heat and water; and

WHEREAS, the disaster/emergency set forth above continues to threaten the safety, security and livelihood of the Fairbanks North Star Borough residents; and,

WHEREAS, the severity and magnitude of the emergency is beyond the timely and effective response capability of individual and local resources.

NOW, THEREFORE, be it resolved that the Mayor of the Fairbanks North Star Borough does declare a Disaster Emergency as per AS 26.23.140 to exist within the Fairbanks North Star Borough; and,

BE IT FURTHER RESOLVED THAT, in accordance with FNSB Code 2.28.041, orders and/or regulations may be issued as necessary to deal with this Disaster Emergency.

FURTHERMORE, it is requested that the Governor of the State of Alaska declare a Disaster Emergency to exist as described in AS 26.23 and provide State assistance to the Fairbanks North Star Borough in its response and recovery from this event.

PROCLAIMED AND DECLARED this 18 day of November, 2013, at 8:40 AM pm.



ATTEST:

for Nanci Ashford-Bingham
Municipal Borough Clerk

Luke Hopkins
Luke Hopkins, Mayor
Fairbanks North Star Borough

APPROVED AS TO FORM:

Cynthia M. Lepaski
for A. René Broker
Borough Attorney



FOR IMMEDIATE RELEASE: November 20, 2013 10:00AM

From: Billie Tewalt, Executive Communications Specialist, FNSB

Email: Btewalt@fnsb.us

(907) 459-1304

Process for Reporting Damage From Winter Storm

The Fairbanks North Star Borough (FNSB), the City of Fairbanks, and the City of North Pole are preparing to collect information from residents about damages their property received as a result of the November 12, 2013 severe winter wind storm that left thousands of people without electricity.

FNSB Mayor Luke Hopkins said, "We Community Leaders are taking this preliminary step now because our community may be eligible for state or federal funding."

The Borough has created a webpage to gather information from area residents. The data will be used to assess the damage caused by the storm. The Mayor reiterated that filling out the form is not an application for assistance. "The information is going to provide us Community Leaders and Emergency Managers with a better understanding of the affected areas," he said. The local governments will need to develop an estimate of the total uninsured damages in the community.

Once the information has been collected it will be sent to the State of Alaska Division of Homeland Security and Emergency Management. If the Borough and cities of Fairbanks and North Pole are eligible for assistance, residents will be required to apply directly to the State for the assistance at that time. Further information will be provided as it becomes available.

The link to the survey can be found at: www.fnsb.us/pda Additional information is included in the attached flier.

Internet access is available at the Noel Wien Library. Noel Wien Library hours are Monday-Thursday 10AM-9PM, Friday, 10AM-6PM, Saturday 10AM-5PM and Sunday 1PM-5PM. The Noel Wien Library is located at the corner of Airport Way and Cowles Street.

For more information, or to telephonically report damage please contact the FNSB Emergency Operations Department at 907-459-1453 during normal business hours.

If residents within the City of Fairbanks have questions they can also contact the Ernie Misewicz with the Fairbanks Fire Department at (907) 450-6615

OFFICIAL NOTICE to REPORT DAMAGE TO YOUR PRIVATE RESIDENCE OR BUSINESS

WHO SHOULD REPORT? Anyone who has had damage to their property in the Fairbanks North Star Borough, City of Fairbanks, and City of North Pole as a result of the November 12, 2013 severe winter storm - like a home, business, or personal belongings – should report it now.

****THIS IS AN IMPORTANT 1ST STEP IN RECOVERY**

WHY? Our community **MAY be eligible** for state or federal assistance to cover some of your uninsured losses and temporary housing costs. Developing an estimate of total *uninsured damage* in the community is a critical part of getting the help you and your neighbors need.

HOW TO REPORT? Contact the Fairbanks North Star Borough Division of Emergency Management. After you report, tell your friends so they can report also. Use any of the contact methods shown below.

WHEN? We need your preliminary information as soon as possible.

WHAT HAPPENS THEN? We will compile that information and send it to the State of Alaska Division of Homeland Security and Emergency Management. The SOA DHS/EM will use this information to determine if individual assistance programs will be available as result of the November 12, 2013 severe winter storm. If the state makes assistance available you will be required to apply for assistance directly to the state at that time.

WHAT SHOULD YOU DO IN THE MEANTIME? Clean up, make necessary repairs - but carefully document your damages (take pictures/video if you can) and save all estimates and receipts.

<http://www.fnsb.us/pda>

CALL: **907-459-1453**

FAX FORM TO: 907-459-1119



**CITY OF NORTH POLE
ORDINANCE 13-14**



**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL
ESTABLISHING THE 2014 BUDGET AND LEVYING THE MIL RATE**

Section 1. Classification. This ordinance is of a special nature and shall not be included in the North Pole Code of Ordinances.

Section 2. General Fund Operating Budget. The anticipated general fund revenues of **\$5,349,809** are hereby appropriated to fund January 1, 2014 to December 31, 2014 operations as follows:

Administration	581,551
Professional Services	383,624
Police Department	1,776,215
Fire Department	1,951,358
Public Works	657,061
Total	5,349,809

Section 3. Effective Date. This ordinance shall be effective on January 1, 2014.

Section 4. Utility Fund Operating Budget. The anticipated utility fund revenues of **\$1,517,619** are hereby appropriated to fund January 1, 2014 to December 31, 2014 operations as follows:

Utility Department Water Operating Budget	755,679
Utility Department Sewer Operating Budget	761,940
Total	1,517,619

Section 5. Water Reserves Fund. This fund accounts for the revenues that are received from the FRR and Water Base portions of the water bills and expenses related to capital projects for water.

Transfer from Water Dept (FRR)	81,120
Transfer from Water Dept (Water Base)	106,128
Total	187,248

Section 6. Sewer Reserves Fund. This fund accounts for the revenues that are received from the FRR and Water Base portions of the sewer bills and expenses related to capital projects for sewer.

Transfer from Sewer Dept (FRR)	63,511
Transfer from Sewer Dept (FRR-Industrial)	63,511
Transfer from Sewer Dept (Sewer Base)	72,000
Total	199,022

Section 7. Building Fund Operating Budget. The anticipated building fund revenues of **\$76,085** are hereby appropriated to fund January 1, 2012 to December 31, 2012 operations as follows:

Building Fund-Revenue	114,500
Building Fund-Expenditures	114,500

Section 8. Special Revenues. Special Revenue Fund Accounts exist for Abade, AHSO Traffic Officer, Byrne JAG Officer, Vehicle Fleet Funds, and State Forfeiture. These accounts are similar in nature to the capital fund, revenues and expenditures may carry over from one fiscal year to the next.

Section 9. Mill Rate. The assessed valuation of all taxable property in the City of North Pole has been estimated at \$368,185,060 for 2013. The rate of levy on each dollar of taxable property is hereby fixed at 3.50 mills for municipal purposes. The tax levies are due, delinquent, and subject to penalties prescribed by law and by the Fairbanks North Star Borough.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 2nd day of December, 2013.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

Kathy Weber

From: Lisa Vaughn
Sent: Wednesday, November 06, 2013 11:31 AM
To: Kathy Weber
Subject: auditors

Bill, Bryce, Mike and I met this morning to go over the auditor proposals – there were two: BDO and Kohler, Schmitt & Hutchinson.

Both firms:

- Met the requirements of the RFP
- Have excellent qualifications

Using the evaluation process, as stated in the RFP, they scored as follows:

- BDO - 333
- KSH – 376

The audit, for 2013 and the possibility to extend for another 5 years is to be award to Kohler, Schmitt & Hutchinson.

Lisa Vaughn
Accountant

City of North Pole
125 Snowman Lane
North Pole, AK 99705
W (907) 488-8594 F (907) 488-3002
Lisa.Vaughn@northpolealaska.org

Christmas in Ice

NORTH POLE • ALASKA



November 6, 2013

On behalf of Christmas In Ice, Inc. (CII), I formally request 3rd quarter 2013 Bed Tax from the City of North Pole.

See attached fiscal year-to-date detailed financial reports for the organization.

Bed tax revenue for the 2nd quarter 2013 was received in October. Those funds were used to pay our Forbes storage and office space fees, as well as contract a laborer to clean up the ice storage area behind Santa Claus House. We have also purchased miscellaneous office supplies and postage while preparing for this year's event.

Bed tax revenue received for 3rd quarter 2013 will allow our organization to continue to rent storage space for supplies and equipment. We will be renting heavy equipment for the ice harvests, printing flyers and the discounted tickets for elementary school students, and advertising on radio and in print.

Our board of directors continues to meet regularly. We have re-designed our website and make use of our Facebook page to reach a very wide audience of people interested in North Pole. Hopefully, our ice harvests will go as planned on November 16th and 23rd.

Single-block competition begins opening day November 30th, and the multi-block competition is December 8th through 11th. The park will close January 7th, 2014. Our volunteer base is expanding as we near the beginning of the 7th annual ice park in North Pole, *where the Spirit of Christmas lives year 'round*.

Respectfully requested,

Betsy A. Jones, Treasurer
Christmas In Ice, Inc.

Christmas In Ice, Inc.
P.O. Box 57250
North Pole, Alaska 99705
www.christmasinice.org

Christmas In Ice, Inc.
Balance Sheet
As of November 6, 2013

	Nov 6, 13
ASSETS	
Current Assets	
Checking/Savings	
Checking	4,154.18
Total Checking/Savings	4,154.18
Accounts Receivable	
Accounts Receivable	31,500.00
Total Accounts Receivable	31,500.00
Total Current Assets	35,654.18
Fixed Assets	
Furniture and Equipment	6,968.17
Accumulated Depreciation	-630.99
Total Fixed Assets	6,337.18
TOTAL ASSETS	41,991.36
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	384.20
Total Accounts Payable	384.20
Total Current Liabilities	384.20
Total Liabilities	384.20
Equity	
Unrestricted Net Assets	9,413.86
Net Income	32,193.30
Total Equity	41,607.16
TOTAL LIABILITIES & EQUITY	41,991.36

4:44 PM

11/06/13

Accrual Basis

Christmas In Ice, Inc.
Profit & Loss
 July 1 through November 6, 2013

	Jul 1 - Nov 6, 13
Ordinary Income/Expense	
Income	
Contribs, gifts, grants, other	
Bed Tax-CNP	1,243.76
Corporate Contributions	31,000.00
Individ, Business Contributions	1,969.30
In-Kind Contributions	887.63
Total Contribs, gifts, grants, other	35,100.69
Program Service Revenue	
Event income	
Merchandise Sales	
Sweatshirts	35.00
Knit cap	60.00
T-shirts	115.70
Lapel pins	12.00
Total Merchandise Sales	222.70
Total Event income	222.70
Total Program Service Revenue	222.70
Total Income	35,323.39
Cost of Goods Sold	
Cost of Sales	6.60
Total COGS	6.60
Gross Profit	35,316.79
Expense	
Contract Services	
Day Labor	150.00
Total Contract Services	150.00
Advertising	526.99
Office exp	
Printing and Copying	887.63
Membership Dues	295.00
Licenses & Permits	25.00
Postage, Mailing Service	209.80
Office exp - Other	0.00
Total Office exp	1,417.43
Occupancy	
Rent - Facilities	810.00
Total Occupancy	810.00
Food & Beverage	76.00
Park Operations	
Supplies	139.23
Total Park Operations	139.23
Bank fees	3.84
Total Expense	3,123.49
Net Ordinary Income	32,193.30
Net Income	32,193.30



101 Dunkel Street, Suite 111 • Fairbanks, AK 99701-4806
Phone: (907) 457-3282 • Fax: (907) 459-3787
www.explorefairbanks.com

November 12, 2013

City of North Pole
125 Snowman Lane
North Pole AK 99705

Dear Mayor Ward and City Council Members :

This letter is in regards to Fairbanks Convention and Visitors Bureau (FCVB) requesting the 4th quarter 2012, 1st, 2nd and 3rd Quarter 2013 allotment of the North Pole City bed tax . The total request is for \$2626.00. Please find attached the Year-to-date Bed Tax Summary Report for the FNSB region as well as the North Pole specific data. FNSB is still completing their year-end adjustments and figures are subject to change.

In the attached binder you will find our Year-to-Date Financial Report through September 2013 as well as the Year -to-Date Progress Report highlighting our various programs through September 2013.

Thank you again for reinvesting bed tax dollars into destination marketing which has shown a proven ability to help generate revenue for your community members . If there are questions, please contact me at my direct line 459-3774 or at [dmurphv\(a\)explorefairbanks.com](mailto:dmurphv(a)explorefairbanks.com).

Sincerely,

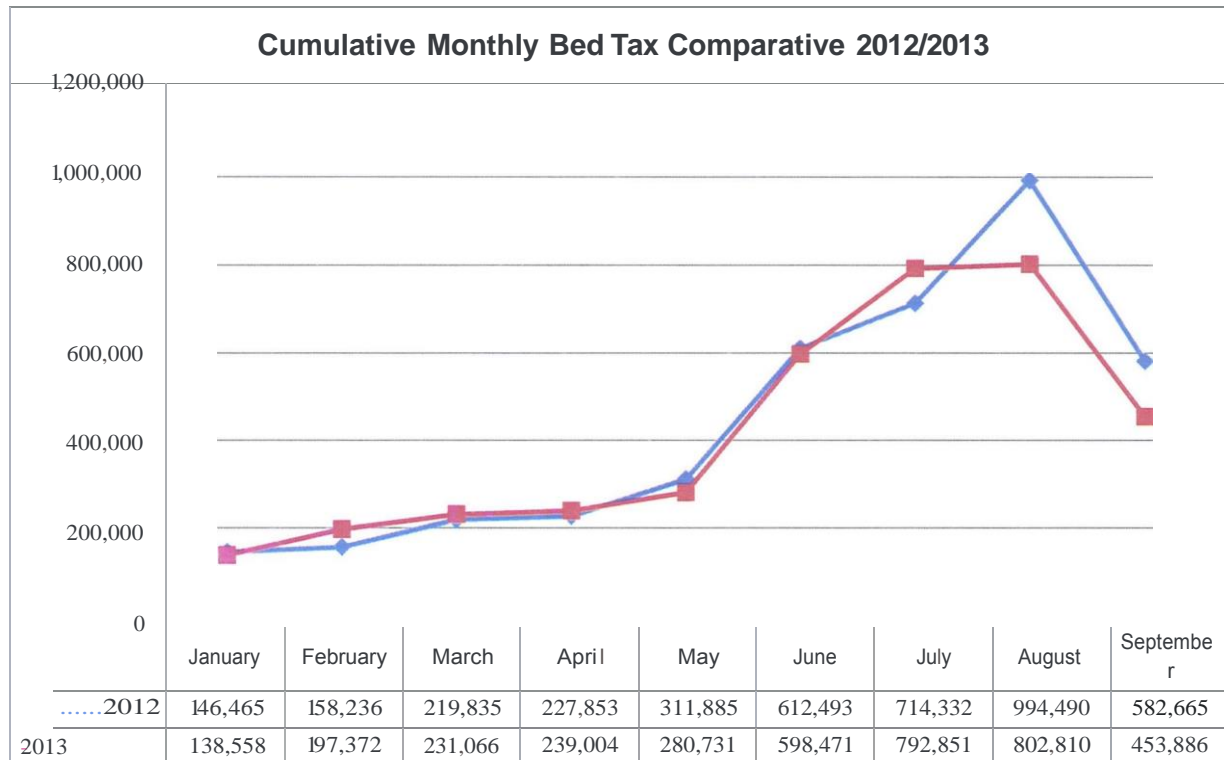
Yrt tM-f lt,7

Dawn Murphy
Finance and Administrative Director
Fairbanks Convention and Visitors Bureau

Bed Tax Year To Date Dollar Change through September 2013

Government Bed Tax Collections	Month				Year-to-Date (YTD)			
			Month Net	Month %			YTD Net	Year %
	Month 2012	Month 2013	Gain/Loss	+/-	YTD 2012	YTD 2013	Gain/Loss	+/-
*FNSB (other than cities)	348,268	197,168	-151,101	-43.39%	1,660,088	1,384,189	-275,899	-16.62%
City of Fairbanks	226,039	252,943	26,904	11.90%	2,235,572	2,306,655	71,083	3.2%
City North Pole	8,358	3,776	-4,583	-54.83%	66,903	43,905	-22,998	-34.4%
Totals	582,665	453,886			3,962,564	3,734,749		
	Month Net Gain/Loss		-128,779.29	-22.10%	YTD Net Gain/Loss		-227,815	-5.75%

*FNSB figures subject to change due to fiscal year-end adjustments



NORTH POLE CITY HOTEL/MOTEL BED TAX COLLECTION

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
JAN		1,970.59	1,313.34 -33.35%	1,566.91 19.31%	3,873.71 147.22%							
FEB		1,263.64	2,291.49 81.34%	2,279.70 -0.51%	1,556.06 -31.74%							
MAR		2,998.96	2,927.86 -2.37%	2,096.83 -28.38%	1,531.38 -26.97%							
APR		2,870.45	4,762.92 65.93%	2,797.83 -41.26%	1,188.13 -57.53%							
MAY		11,754.14	7,446.07 -36.65%	8,619.01 15.75%	3,733.12 -56.69%							
JUN	7,566.02	17,553.31	11,802.77 -32.76%	16,056.34 36.04%	7,222.81 -55.02%							
JUL	11,036.93	12,369.02 12.07%	17,684.72 42.98%	14,518.28 -17.90%	8,827.79 -39.20%							
AUG	6,487.05	15,567.30 139.98%	19,220.83 23.47%	16,300.60 -15.19%	12,196.38 -25.18%							
SEP	6,649.40	7,386.97 11.09%	7,795.32 5.53%	8,358.29 7.22%	3,775.57 -54.83%							
OCT	4,478.60	7,050.50 57.43%	4,886.37 -30.69%	8,446.94 72.87%								
NOV	2,517.26	2,266.56 -9.96%	1,970.34 -13.07%	2,769.59 40.56%								
DEC	1,941.41	886.35 -54.35%	1,070.68 20.80%	2,083.75 94.62%								
Annual % of Change	40,676.67	83,937.79	83,172.71	85,894.07	43,904.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		106.35%	-0.91%	3.27%								

CITY OF NORTH POLE
BED TAX - Ordinance 09-14
GL Acct: 01 00 00 5817
Quarterly Disbursements
For the Year Ended December 31, 2013

Month	Amount	0.15 Retention	0.85 Distribution	0.85
January	-			
February	3,873.71			
March	<u>1,531.38</u>			
Total 1st Quarter	5,405.09	810.76	4,594.33	
April	4,833.74			
May	1,188.13			
June	<u>3,733.12</u>			
Total 2nd Quarter	9,754.99	1,463.25	8,291.74	
July	7,197.62			
August	8,816.51			
September	<u>12,196.38</u>			
Total 3rd Quarter	28,210.51	4,231.58	23,978.93	
Less: Overpay on 1st Q)				
October	3,775.57			
November				
December				
YE Accrual	<u></u>			
Total 4th Quarter	3,775.57	566.34	3,209.23	
TOTALS	<u>47,146.16</u>	<u>7,071.92</u>	<u>40,074.24</u>	
				40,074.24

Year End Accrual

Amts are booked in the month they are received. At year, end the taxes received in January are accrued back to December, in accordance with GAAP.

AMOUNTS APPLICABLE TO EACH ORGANIZATION				
01 02 00 7204 NP Economic Development 50%	01 02 00 7201 NP Chamber 30%	01 02 00 7203 Christmas In Ice 15%	01 02 00 7205 FCVB 5%	Total
2,297.16	1,378.30	689.15	229.72	4,594.33
4,145.87	2,487.52	1,243.76	414.59	8,291.74
11,989.47	7,193.68	3,596.84	1,198.95	23,978.93
1,604.62	962.77	481.39	160.46	3,209.23
20,037.12	12,022.27	6,011.14	2,003.71	40,074.24
				40,074.24

-	-	-	-
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125 Snowman Lane
North Pole, Alaska 99705
(907) 488-8593
(907) 488-3002 (fax)
bill@northpolealaska.com

City of North Pole
Director of City Services

Memo

To: Bryce Ward, Mayor
From: Bill Butler
Date: November 19, 2013
Subject: Professional services agreement amendment

Attached is an amendment to the professional services agreement with PDC Engineers for the sewer lining and manhole rehabilitation project. The professional services agreement included two sections. The first section was based upon an agreed upon lump sum fee of \$164,208 for the development of design and bid documents. The second section of the agreement was based upon time and materials estimate hours of services and associated costs to provide bidding services and construction management services. The original estimated time and materials cost was \$90,925. The project required more field oversight and inspections than originally anticipated. This was in part due to the uncertainty of the condition of the buried infrastructure and the number of digs, pipe repairs and manhole repairs that the project required.

The professional services amendment is for an increase of \$52,416. I requested additional information from PDC to clarify the requested increase related to documenting the wage rates. The wage rates used for the calculation of the amendment and all previous engineering billings were lower than the rates included in the original professional services agreement. The use of lower wage rates resulted in more services provided to the Utility than if PDC had applied the wage rates in the professional services agreement.

There are funds within the budget to fund the increase cost. Recently submitted Change Order #3 reduced the construction cost by \$152,470. The final project cost (engineering, with the professional services amendment and construction) is estimated at \$2,267,454. The grant and loan funds available to finance the project total \$3,931,500 leaving a balance of \$1,664,046.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 19, 2013.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: February 19, 2013
- b. Owner: City of North Pole
- c. Engineer: PDC Inc. Engineers
- d. Project: 2013 Sewer Rehabilitation

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: *Provide construction phase services per attached for the additional time required by the contractor*
- b. The responsibilities of Owner are modified as follows: *No change*
- c. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: *Add \$52,416 on a time and materials basis to the Construction Phase (item C2.01.B.2.b) for a total of \$135,789*
- d. The schedule for rendering services is modified as follows: *Project close-out by November 20, 2013*
- e. Other portions of the Agreement (including previous amendments, if any) are modified as follows: *N/A*

5. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ <u>255,133</u>
b. Net change for prior amendments:	\$ <u>-0-</u>
c. This amendment amount:	\$ <u>52,416</u>
d. Adjusted Agreement amount:	\$ <u>307,549</u>

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is August 15, 2013.

OWNER:

ENGINEER:

By: _____

By:  _____
Keith L. Hanneman, P.E.

Title: _____

Title: Principal

Date
Signed: _____

Date Signed: November 18, 2013



**CITY OF NORTH POLE – 2013 SEWER REHABILITATION
AMENDMENT #1
STATEMENT OF SERVICES**

October 25, 2013

GENERAL

This Statement of Services details the scope of work PDC, Inc. Consulting Engineers (Engineer) will perform to provide the additional construction phase services due to the construction phase for the sewer rehabilitation project lasting ten full weeks in the field instead of the five weeks assumed in the original fee proposal.

This Statement of services details the scope to be provided by the Engineer.

ENGINEER REQUIREMENTS

Upon this Agreement becoming effective, the ENGINEER shall perform the following tasks:

Construction Administration Phase

1. Provide construction contract administration
2. Address questions from Contractor
3. Research, prepare, and try to obtain public utility easements to allow the extension required in order to install two cleanouts that had been constructed right at the end of the alley.
4. Make clarifications and assist with change orders
5. Provide full time site observation during the lining process and manhole repairs
6. Prepare ADEC request for Approval to Operate
7. Develop record drawings

OWNER RESPONSIBILITIES

The Owner will provide:

1. All criteria and full information as to OWNER's requirements for the Project.
2. City utility locates at locations requiring excavation
3. Provide assistance with access for engineering and video/cleaning crews.

SCHEDULE

The schedule for the project is as follows:

- | | |
|----------------------|-------------------|
| 1. Project close-out | November 20, 2013 |
|----------------------|-------------------|

METHOD OF PAYMENT

The Consultant will perform the construction administrative services on a time and materials basis for \$64,005.

END OF STATEMENT OF SERVICES

#	PHASE	CIVIL	SURVEY	PDC Sub Total	Stephl Engineering	Totals
80	Construction Phase Services	\$ 48,244	\$ 2,308	\$ 50,551	\$ -	\$ 50,551
	Reimbursibles	\$ 1,515	\$ 350	\$ 1,865	\$ -	\$ 1,865
	Phase Total	\$ 49,759	\$ 2,658	\$ 52,416	\$ -	\$ 52,416
CONSTRUCTION PHASE TOTAL		\$ 49,759	\$ 2,658	\$ 52,416	\$ -	\$ 52,416
TOTAL		\$ 49,759	\$ 2,658	\$ 52,416	\$ -	\$ 52,416

* Subconsultant Subtotal includes a 5% markup

**2013 Sewer Rehabilitation
City of North Pole**

Amendment #1

PDC Inc. Engineers
PDC Job No:
October 29, 2013

CIVIL ENGINEERING

#	TASK										
		Principal Project Manager/CE5	Sr Civil Engineer/CE4	Staff Civil Engineer/CE3	Civil Junior Engineer/CE2	Civil Designer/CE1	CADD/IT5	Word Processor/MP3			
80	Construction Phase Services										
	Construction Administration	8		161.75					169.75		
	Address Construction Phase Inquiries	3		40					63		
	Clarifications/Change Orders	2		40					42		
	Review Submittals								0		
	Inspection - 5 weeks full-time - 60 hours per week	13		63					296		
	Final Inspections	1		4					5		
	Record Drawings	1		8					21		
	ADEC Approval to Operate	1		6					7		
	Hourly Subtotal	0	29	322.75	4	236	12	0	603.75		
	Cost	\$0	\$3,947	\$0	\$27,571	\$299	\$15,562	\$865	\$48,244		
Discipline Totals									603.75		
Design Services									\$48,244		

COMMENTS:

SURVEYING

[illegible]

COMMENTS:

REIMBURSABLE

Construction Phase Services				Civil		Survey		Total
Item	unit	unit cost	#	subtotal	#	subtotal		
Title Report	ea	\$ 350.00		0	1	350		350
BlueLines	ea	\$ 1.90		0		0		0
MyIars	ea	\$ 11.00		0		0		0
Airfare	ea	\$ 300.00	2	600		0		600
Rentals	ea	\$ 75.00	8	600		0		600
Phone	month	\$ 25.00		0		0		0
Shipping	ea	\$ 25.00		0		0		0
Per Diem/lodging	man day	\$ 35.00	9	315		0		315
Subtotal				1,515		350		1,865

Bill Butler

From: Keith Hanneman <KeithHanneman@pdceng.com>
Sent: Monday, November 18, 2013 6:21 PM
To: Bill Butler
Subject: RE: North Pole sewer lining contract amendment
Attachments: 13y11m18d - 2013 City of North Pole - Sewer - Amendment #1 - E-500_Exhibit K_Amendment (FORM).PDF

Bill,

Thank you for carrying this amendment request forward for approval.

I have attached the amendment form as requested.

Regarding the past billings for the bidding and construction administration phase services, we have been using our current standard billing schedule which is lower than the rates agreed to in the contract (see the "Prior Billing" column in the table below). This has resulted in the City getting more hours of work for the previous bidding and construction administration budget.

Since I did not give you proper notification, I propose a new rate schedule for this amendment that essentially backs out the profit from the lower rate that we used in the previous billings. The table below presents the proposed rates as well as the contract rates and prior billing rates for comparison. For the future invoices we will use the rates in the "Proposed Amendment" "box" as shown in the table below.

Classification	Billing Rates			% reduction from contract
	Contract	Prior Billing	Proposed Amendment	
Principal	\$ 218.43	\$ 174.78	\$ 151.98	70%
Project Manager/CE5	\$ 156.51	\$ 156.51	\$ 136.10	87%
Sr Civil Engineer/CE4	\$ 144.60	\$ 130.00	\$ 113.04	78%
Staff Civil Engineer/CE3	\$ 102.72	\$ 98.24	\$ 85.43	83%
Civil Junior Engineer/CE2	\$ 85.96	\$ 85.96	\$ 74.75	87%
Civil Designer/CE1	\$ 76.90	\$ 75.83	\$ 65.94	86%
PLS 5	\$ 129.20	\$ 120.96	\$ 105.18	81%
CADD/T5	\$ 88.85	\$ 82.89	\$ 72.08	81%
Word Processor/WP3	\$ 75.34	\$ 75.34	\$ 65.51	87%

Let me know if you need anything else to discuss this with the Mayor or to present to the Council.

MUTUAL AID AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made by and between the City of Fairbanks, City of North Pole, Fort Wainwright, Eielson Air Force Base (acting pursuant to the authority of 42 U.S.C. 1856a), Fairbanks International Airport, the Fairbanks North Star Borough fire service areas, Steese Volunteer Fire Department, Ester Volunteer Fire Department, Chena-Goldstream Fire & Rescue, North Star Volunteer Fire Department, University Fire Department, and Salcha Fire & Rescue.

NOW, THEREFORE,

WHEREAS, each of the parties hereto has an interest in fire protection; and

WHEREAS, each of the parties owns and maintains equipment and retains personnel who are trained to provide various levels of service in order to provide fire protection services; and

WHEREAS, in the event of a fire or other emergency, a party may need the assistance of another party to this Agreement to provide supplemental fire equipment and/or personnel support; and

WHEREAS, each of the parties may have the necessary equipment and personnel available to enable it to provide such services to the other party to this Agreement in the event of such a fire, or other emergency; and

WHEREAS, the equipment and personnel of each party are located in such a manner as to enable each party to render mutual assistance to the other; and

WHEREAS, each of the parties to this Agreement has determined that it is in the best interests of each party to set forth guidelines for providing mutual assistance to each other in the case of a request for mutual aid; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE** The stated purpose of the Mutual Aid Agreement is to provide mutual assistance to the parties for fire protection services outside the normal scope of what each party regularly provides.
2. **GENERAL TERMS** In order to be a participant in this agreement, a fire department must be registered with the State of Alaska Fire Marshal's office. The parties agree that the President of the Interior Fire Chief's Association is designated as a coordinator for all parties to this Agreement.
3. **REQUEST FOR ASSISTANCE** The Incident Commander of the party at an emergency within the boundaries of that party's geographical jurisdiction (also known as the Requesting Party) is authorized to request assistance from another party to this Agreement if confronted with an emergency situation at which the Requesting Party has need for equipment or personnel in excess of that available to the Requesting Party.
4. **RESPONSE TO REQUEST** Upon receipt of a request as provided for in Paragraph No. 3 of this Agreement the Chief Officer of the party receiving the request (also known as the Responding Party) shall immediately take the following action:

- A. Determine if the Responding Party has equipment and personnel available to respond to the request of the Requesting Party and determine the type of the equipment and number of personnel available.
 - B. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.
 - C. In the event the requested equipment and/or personnel are available, then the Chief Officer may dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - D. In the event the requested equipment and/or personnel are not available, then the Chief Officer shall immediately advise the Requesting Party of such fact.
5. **COMMAND RESPONSIBILITY AT EMERGENCY SCENE** All parties agree to implement the National Incident Management System during mutual aid responses and to follow the area-wide accountability and area-wide communications plans. The Incident Commander of the Requesting Party at the scene of the emergency to which the response is made, shall be in command of the operations under which the equipment and personnel sent by the Responding Party shall serve; provided, however, that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. If the Incident Commander specifically requests a senior officer of the Responding Party to assume command, then the Incident Commander shall not, by relinquishing command, be relieved of responsibility for the operation. If an emergency in the Responding Party's own jurisdiction occurs during a response to a request, the Responding Party must be released by the Incident Commander prior to departing the scene. The Incident Commander will not unreasonably withhold consent to release a Responding Party in the event of an emergency.
6. **LIABILITY** Each responding entity hereby waives all claims against each requesting entity for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement.
- A responding entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.
7. **POST RESPONSE RESPONSIBILITY** Upon completion of the rendering of assistance, such assistance and help as is necessary will be given by the parties to locate and return any items of equipment to the fire department owning said equipment. All equipment and personnel used under the terms of this Agreement shall be returned to the Responding Party upon being released by the Requesting Party, or upon demand being made by the Responding Party for return of said equipment and personnel. All entities shall maintain records regarding the frequency of the use of this agreement and shall share said records upon request with the other parties to this agreement.
8. **COMPENSATION** Each party agrees that it will not seek from the other party compensation for services rendered under this Agreement. Each party hereto shall at all times be responsible to its own employees for the payment of wages and other compensation and for carrying worker's compensation insurance upon said employees; and

each party shall be responsible for its own equipment and shall bear the risk of loss therefore, irrespective of whether or not said personnel and equipment are being used within the area of primary responsibility of that party. Nothing in this section prevents a party from filing claims for firefighting costs and losses under 15 U.S.C. §2210 and 44 C.F.R. Part 151.

9. **INSURANCE** Each party agrees to maintain adequate insurance coverage for its own equipment and personnel.
10. **PRE-INCIDENT PLANNING** The Chief Officers of the parties may, from time to time, mutually establish pre-incident plans which shall indicate the types of and locations of potential problems areas where emergency assistance may be needed, the type of equipment that should be dispatched under such circumstances, the number of personnel that should be dispatched under such circumstances and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responding Party of its own geographical jurisdiction. The parties hereto agree to take such steps as are feasible to standardize equipment such as couplings, hose, and apparatus, so that said equipment can be fully utilized by either of the parties hereto.
11. **SHARED PURCHASING** This agreement creates no obligation for joint or cooperative acquiring, holding and/or disposal of real or personal property.
12. **ADMINISTRATION AND FINANCE** There is not hereby created any separate or legal administrative entity by this agreement. Each party hereto shall be responsible for and financing their separate obligations hereunder, including, if applicable, establishing and/or maintaining budgets therefore. Further, the administration of this Agreement shall be performed by each entity separately through their Chief Officers.
13. **TERMINATION AND AMENDMENT**
 - A. This Agreement shall remain in full force and effect unless terminated. A party desiring to terminate this Agreement shall serve written notice upon the other parties of its intention to terminate this Agreement. Such notice shall be served not less than thirty calendar days prior to the termination date set forth in said written notice. Said written notice shall automatically terminate the party's participation in this Agreement on the date specified therein unless rescinded prior in writing.
 - B. Review, re-negotiation or amendment of this agreement may be initiated at any time upon written request of any party hereto. Amendments must be approved by all parties hereto, and will be attached to and become part of this Agreement only upon execution by all parties.
14. **AGREEMENT NOT EXCLUSIVE** This agreement is not intended to be exclusive as between parties hereto. Each of the parties may, as that party deems necessary or expedient, enter into a separate Mutual Aid Agreement or Agreements with any other party or parties. Entry into such separate Agreements shall not change any relationship or covenant herein contained unless the parties hereto mutually agree in writing to such change.

15. **COUNTERPARTS** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Fairbanks North Star Borough (FNSB): _____ Date: _____
Mayor

Chena Goldstream Fire&Rescue: _____ Date: _____
President

Ester Vol. Fire Department: _____ Date: _____
President

North Star Vol. Fire Department: _____ Date: _____
President

Salcha Fire and Rescue _____ Date: _____
President

Steese Area Vol. Fire Dept.: _____ Date: _____
President

University of Alaska Fairbanks: _____ Date: _____
Vice Chancellor

City of Fairbanks: _____ Date: _____
Mayor

City of North Pole: _____ Date: _____
Mayor

US Army-Fort Wainwright _____ Date: _____
Post Commander or delegate

USAF-Eielson AFB _____ Date: _____
Base Commander or delegate

Fairbanks International Airport _____ Date: _____
Airport Manager or delegate

EMERGENCY MEDICAL SERVICES MUTUAL AID AGREEMENT BETWEEN THE FAIRBANKS NORTH STAR BOROUGH AND ITS EMS CONTRACTORS, AND ADJACENT ENTITIES PROVIDING LIKE SERVICES

THIS AGREEMENT is made and entered into effect, by the Fairbanks North Star Borough and its EMS contractors (Chena - Goldstream Fire and Rescue, Ester Volunteer Fire Department, North Star Volunteer Fire Department, Salcha Fire and Rescue, Steese Volunteer Fire Department, University Fire Department), and the City of Fairbanks, the City of North Pole, the City of Nenana, Fairbanks International Airport, US Army-Fort Wainwright Post, and US Air Force-Eielson AFB (referred to hereafter as "the adjacent entities") who have duly executed this Agreement.

NOW THEREFORE,

WHEREAS, the Fairbanks North Star Borough and its contractors, and the adjacent entities recognize the necessity to cooperate and work together to provide for emergency medical service mutual aid and contingency assistance; and

WHEREAS, all parties further recognize the need to provide for a legal means to go to the aid of another emergency medical service within or outside its service area, and to receive aid from another emergency medical service within or outside of its service area, during multiple casualty incidents or other situations as defined in this agreement; and

WHEREAS, pursuant to 7 AAC 26.285, a state-certified emergency medical service may enter into a mutual aid agreement with another state-certified emergency medical service by written agreement of the officers in charge of the services, and the Fairbanks North Star Borough Assembly authorized an emergency medical service mutual aid agreement through the passage of Resolution No. 2010-11 .

WHEREAS, the City of Fairbanks, the City of North Pole, and the City of Nenana have authorized an emergency service mutual aid agreement through the passage of resolutions or ordinances by their respective governing body.

IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. Definitions:

As used herein:

- a. "Requesting Entity," shall mean the Entity requesting aid, and
- b. "Responding Entity," shall mean the Entity affording or responding to a call for aid.

SECTION 2. Mutual Aid and Contingency Agreement

The Fairbanks North Star Borough, its contractors, and the adjacent entities mutually agree to provide emergency medical service (EMS) mutual aid and contingency service (move-ups) to

each other when requested as personnel and equipment will allow. Each entity that is a party to this agreement agrees to maintain its state certification to provide EMS services.

Each entity represents that it owns and maintains the equipment and retains the personnel sufficient to provide services to its primary response area, and this Agreement is intended to provide for unexpected and emergency needs only.

SECTION 3. Authority to Request to Provide Assistance

a. The authority to make requests for assistance or to provide aid under this agreement shall reside with the requesting entity's command personnel or the command personnel's designee. For purposes of this agreement, the "requesting entity" shall mean the incident commander or the incident commander's designee asking for assistance and the "responding entity" shall mean an officer/supervisor or designee sending assistance. Any entity shall have the right to request assistance from the other entities subject to the terms and conditions of this Agreement.

b. The Emergency Communications Center will dispatch mutual aid entities as requested by command personnel when necessary. All parties are empowered to set up automatic aid protocols in the Emergency Communications Center as needed.

SECTION 4. Requesting Assistance

An entity may request assistance from any other entity if confronted with an emergency situation at which the requesting entity has need for equipment or personnel in excess of that available at the requesting entity's facilities. It is further understood that this aid is mutual and that the requesting entity is initiating a response to the incident unless extenuating circumstances preclude such a response.

SECTION 5. Responses to Request

Upon request, a responding entity, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the requesting entity.

Upon receipt of a request as provided for in Section 4 of this Agreement, the Commanding Officer of the entity receiving the request (also known as the responding entity) shall immediately take the following action:

A. Determine if the responding entity has equipment and personnel available to respond to the request of the requesting entity and determine the type of the equipment and number of personnel available.

B. Determine what available equipment and what available personnel should be dispatched in accordance with the plans and procedures established by the parties.

C. In the event the requested equipment and personnel are available, then the Commanding Officer shall dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.

D. In the event the requested equipment or personnel are not available, then the Commanding Officer shall immediately advise the requesting entity of such fact.

SECTION 6. Personnel and Equipment Provided

The requesting entity shall include in its request for assistance the amount and type of equipment, and shall specify the location where the personnel and equipment are needed.

The final decision on the amount and type of equipment to be sent shall be solely that of the responding entity.

No entity shall make any claim whatsoever against another entity for refusal to send the requested personnel or equipment where such refusal is based on the judgment of the responding entity that such personnel and equipment are either not available or are needed to provide service in the entity's response area.

SECTION 7. Command and Control at the Emergency Scene

All entities have established NIMS Incident Command System (ICS) standard operating procedures or similar, and will implement them on all incidents involving mutual aid or contingency responses.

The responding entity's personnel and equipment shall report to the incident commander or other appropriate officer of the requesting entity. The person in charge of the responding entity shall meet with the incident commander or appropriate officer of the requesting entity for a briefing and assignment.

The person in charge of the responding entity shall retain control of the responding entity's personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or officer.

The responding entity's personnel and equipment shall be released by the requesting entity when the services of the responding entity are no longer required or when the responding entity's resources are needed in their primary response area. Responding entity personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or appropriate officer that they are needed in the entity's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be construed to establish an employer/employee relationship.

SECTION 8. Reporting and Record keeping

All entity's shall maintain records regarding the frequency of the use of this agreement and shall share said records upon request with the other parties to this agreement. Each entity shall maintain individual patient care reports for all responses when generated.

SECTION 9. No Reimbursement for Costs

No entity shall be required to reimburse any other entity for the cost of providing the services set forth in this Agreement for mutual aid services. Each entity shall pay its own costs (e.g. salaries, repairs, materials, compensation, insurance, etc.) for responding to requests for mutual aid or contingency response.

SECTION 10. Fees for Ambulance Service

Entities providing ambulance transport or other services normally billed for will be entitled to their normal fees for service and are responsible for their own billing, insurance filing and collection activity.

SECTION 11. Liability

Each responding entity hereby waives all claims against each requesting entity for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this agreement.

A responding entity assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

SECTION 12. Insurance

Each entity shall procure and maintain such insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. Entities may self-insure when appropriate.

SECTION 13. Conflict Resolution

From time to time, personnel from one entity or another may have some concerns or questions regarding this agreement or the working relationship of the parties. Should any such issues arise, they should be first dealt with by the entity's chain of command to provide answers or resolution.

SECTION 14. Term of Agreement

This agreement shall be in full force and effect upon execution by all entities hereto. This agreement shall remain indefinitely, provided, however, that any entity may terminate its participation in this agreement, at any time and for any reason, by giving thirty days written notice to all parties to this agreement. The agreement will remain in full force with the remaining agencies. The agreement may be amended by agreement of all of the entities if needed.

SECTION 15. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Fairbanks North Star Borough (FNSB):	_____	Date: _____
	Mayor	
Chena Goldstream Fire&Rescue:	_____	Date: _____
	President	
Ester Vol. Fire Department:	_____	Date: _____
	President	
North Star Vol. Fire Department:	_____	Date: _____
	President	
Salcha Fire & Rescue:	_____	Date: _____
	President	
Steese Area Vol. Fire Dept.:	_____	Date: _____
	President	
University of Alaska Fairbanks:	_____	Date: _____
	Vice Chancellor	
Fairbanks International Airport	_____	Date: _____
	Airport Manager or delegate	
US Army-Fort Wainwright	_____	Date: _____
	Post Commander or delegate	
USAF-Eielson AFB	_____	Date: _____
	Base Commander or delegate	
City of Fairbanks:	_____	Date: _____
	Mayor	
City of North Pole:	_____	Date: _____
	Mayor	
City of Nenana:	_____	Date: _____
	Mayor	

CITY OF NORTH POLE

ORDINANCE 13-15

**AN ORDINANCE AMENDING TITLE 4, CHAPTER 4.09,
SECTION 4.09.020, Tax Levy**

WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement;
and

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the
requirements of the City; and

WHEREAS, the City of North Pole wishes to promote and encourage economic and tourism
development within the City of North Pole, and

WHEREAS, the initial discretionary grants will be due no later than October 31, 2014.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Title 4, Chapter 4.09 is amended in the North Pole Code of ordinances as
follows:

4.09.020 Tax levy.

A. There is hereby levied a tax on the use and privilege of renting a room within the City equal
to eight percent of the daily rent charged for each room rented for each twenty-four-hour period,
or any portion of that period. This tax is imposed upon all room rentals unless the rental is
specifically exempted herein or by other applicable law. The tax is not imposed upon a
permanent resident of a room.

B. It is the purpose and intent of the tax levied under this chapter to raise revenues. To that end,
the scope of the tax levied shall be broadly interpreted and exemptions shall be allowed only
when the room rental clearly falls within an exemption defined in this chapter. The burden of
proving an exemption is on the person claiming the exemption.

~~C. The tax levied under this chapter is to raise revenues primarily for the purpose of funding
services for the promotion of economic development, including the tourist industry, and for the
funding of services for the general public. There will be an administration fee of fifteen percent
of the total bed tax collected by the City per quarter. Distribution of bed tax revenues shall be at
the discretion of the City Council, which shall consider distribution percentages of the remaining
revenues as follows:~~

42 ~~1. North Pole Economic Development Corporation: fifty percent.~~

43 ~~2. North Pole Community Chamber of Commerce Visitor Information Center: thirty percent.~~

44 ~~3. North Pole Christmas in Ice: fifteen percent.~~

45 ~~4. FCVB: five percent.~~

46 ~~5. Remaining undesignated bed tax revenues shall be allocated at the discretion of the City~~
47 ~~Council.~~

48 ~~6. Funds will be disbursed on a quarterly basis after a formal request is approved by Council.~~
49 ~~Each request must be accompanied by financial statements and a written narrative of how monies~~
50 ~~were used for prior quarter period of which funds are requested. In addition, a report of how~~
51 ~~monies are expected to be used shall be provided.~~

52 ~~All entities receiving bed tax revenues shall provide annual reports to the City Council and YTD~~
53 ~~reports and proposed annual budgets to the City Council prior to the adoption of the City budget.~~

54 *C. The tax on the daily rental of hotel and motel rooms levied by this article is for the primary*
55 *purpose of funding services for the promotion of the tourist industry and other economic*
56 *development, and for the funding of services for the general public.*

57 *D. Any organization, public or private, or any person may submit an economic and tourism*
58 *development discretionary grant application and proposal to the city council no later than*
59 *October 31st for distribution in the next calendar year. The city council shall establish standards*
60 *and criteria for selection and publish them for a reasonable period before the applications are to*
61 *be submitted. A committee shall be appointed by the mayor with city council concurrence to*
62 *review the proposals and make recommendations to the city council no later than the first*
63 *regular meeting in January.*

64 *E. Subject to annual appropriation, revenues collected under this article shall be allocated as*
65 *follows:*

66 *(1) \$15,000 will be distributed annually through economic and tourism development*
67 *discretionary grants:*

68 *(2) The City of North Pole will receive the remaining bed taxes for fund collection,*
69 *administration and tourism impact.*

70
71 *F. Any recipient of funding under this article shall execute a contract with the city setting forth*
72 *terms and conditions deemed necessary to enable the city to assure compliance with the*
73 *purposes and limitations under this section.*

G. Organizations and agencies will be required to report to the City of North Pole Chief Financial Officer that funds were used exclusively for the purposes stated in the grant application. Ten percent of these appropriations will be withheld until the complete report is filed with the Chief Financial Officer. Prior to receiving any funding under this section, applicants must agree to reimburse the city the full amount of any grant proceeds not used for the purposes stated on the application.

Certification that funds were used as approved is due by October 31st of the year of grant funding; funds not spent or encumbered for approved purposes must be returned by that date. An organization that fails to comply with the October 31st deadline is ineligible to seek funding for the following year, but if complete reporting and repayment is made by October 31st of the following year, the organization may reapply for future funding. An organization that does not comply within one year of the deadline is ineligible to receive funding for three additional years.

H. The city council establishes the following criteria and process for the selection and application for discretionary funds.

(1) The City of North Pole stipulates that applicants must provide and indicate to the committee on the appropriate forms supplied by the City of North Pole the following information:

a. If an applicant has the disbursement responsibility for other organizations, they must list all organizations that they represent.

b. The applicant must complete the application in its entirety and may submit financial information in their format including:

1. Balance sheet for the last fiscal year;

2. Income and expense statement for the last fiscal year;

3. Applicant's projected budget for the upcoming year;

4. Wage and salary information for employees for current and upcoming year;

c. An applicant must answer questions in the order provided but need not have the questions and answers appear on specific pages.

(2) As per subsection 04.09.020 (G), successful applicant is required to report to the City of North Pole Chief Financial Officer how bed tax funds were spent. Ten percent of these appropriations will be withheld until a report is filed with the chief financial officer.

(3) The City of North Pole Discretionary Fund's primary purpose is promotion of the tourist industry and other economic development in the City of Fairbanks. The fund cannot support requests for the following:

a. Loans, deficits, or debt reduction.

b. Endowments.

c. Scholarships.

d. Health and social services activities.

(4) Grant guidelines:

a. Show how use of the funds will contribute significantly to the growth and promotion of North Pole.

b. Show how the grant monies will be used to supplement a successful ongoing program of activities or a new program that will need initial support to accomplish its stated goals.

(5) Grant applications must be picked up or requested to be sent by mail from the office of the city clerk and must be submitted by and postmarked no later than October 31 of each year.

(6) The discretionary fund committee shall be composed of four community members and a council person who will function as the chairman, five total, all appointed by the mayor and approved by council.

(7) The members of the committee shall serve a two-year term with staggered appointment with a limit of two consecutive full terms, (i.e., two members for a two-year term, two members for a one-year term. Initially this will be decided by the committee at its first meeting by drawing lots.) Unless appointed to fill a vacancy, terms begin July 1 and terms expire June 30.

(8) Citizens desiring to be members of the committee must apply to the office of the mayor on the date specified by the mayor and city council for appointment to the committee.

a. Procedures for scoring proposals from applicants shall be decided by the committee as a whole during the first organizational meeting. Members at this meeting should be made aware of procedures in place in case of conflicts of interest.

b. Members shall have a distribution meeting to review and discuss their numerical valuations and weightings assigned to each grant application. Prior to the distribution meeting committee members must submit their numerical assessments to the chief financial officer to verify that they are true and correct on the Monday of the week when the distribution will become public. Members shall disclose their numerical valuations by reading them into the record during the distribution meeting.

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 this 2nd day of December, 2013 by a duly constituted quorum of the North Pole City Council.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk

PASSED/FAILED

YES:

NO:

ABSENT:

CITY OF NORTH POLE

ORDINANCE 13-16

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND TITLE 13, PUBLIC SERVICES**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Title 13 is amended in the North Pole Code of Ordinances as follows in the attached table:

Section 3. Effective date.

This ordinance shall become effective January 1, 2014.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 2nd of December, 2013.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

Title 13

PUBLIC SERVICES

Chapters: 13.24 Utility Rates

13.24.020 Metered Water and Sewer Utility Rates

Monthly water and sewer utility rates beginning January 1, 2013 ~~2013~~ 2014 shall be the following:

Customer class	Per gallon water	Monthly base water charge	Per gallon sewer charge¹	Monthly base sewer charge	FRR²- Water per gallon charge	FRR²- Sewer per gallon charge	FRR² Significant industrial discharger, sewer
Single-family residential	\$0.01705	\$5	\$0.01141	\$5	\$0.0015 \$0.0025	\$0.0015 \$0.0025	--
Senior single-family residential	\$0.008525	\$5	\$0.00571	\$5	\$0.0015 \$0.0025	\$0.0015 \$0.0025	--
Multifamily residential	\$0.01705	\$25	\$0.01141	\$25	\$0.0015 \$0.0025	\$0.0015 \$0.0025	--
Senior multi-family residential	\$0.01705	\$25	\$0.01141	\$25	\$0.0015 \$0.0025	\$0.0015 \$0.0025	--
Commercial	\$0.01705	\$25	\$0.01141	\$25	\$0.0015 \$0.0025	\$0.0015 \$0.0025	--
Commercial/significant industrial discharger	\$0.01705	\$25	\$0.01141	\$25	--	--	\$0.003911

1. The monthly sewer charge for the months of May, June, July and August will be capped at an amount not to exceed the average of the water usage during the months September through April for Single family and Senior single-family residential customers only.

2. Facility Repair and Replacement: Funds generated to repair and replace utility capital infrastructure.

CITY OF NORTH POLE

RESOLUTION 13-18

**A RESOLUTION OF THE CITY OF NORTH POLE TO FORMALLY ACCEPT
ALASKA CLEAN WATER FUND LOAN #633031 FROM THE ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE AMOUNT OF
\$302,500 FOR THE UTILITY EMERGENCY RESPONSE GENERATORS PROJECT**

WHEREAS, the North Pole City Council approved placing on the October 2, 2012 ballot the Utility Emergency Response Generator project funded with an Alaska Clean Water Fund (ACWF) loan; and

WHEREAS, the voters in the City cast ballots on October 2, 2012 with 272 in favor of accepting the debt associated with the loan and 49 voted not to accept the debt associated with the Utility Emergency Response Generator project funded with an ACWF loan; and

WHEREAS, the City agrees it shall construct, operate and maintain the Utility Emergency Response Generator project funded with ACWF #633031.

NOW, THEREFORE, BE IT RESOLVED, by the North Pole City Council of the City of North Pole that the City accepts Alaska Department of Environmental Conservation ACWF# 633031 for \$302,500 for the Utility Emergency Response Generator project and accepts the conditions of the grant agreement that include a maximum term of 20 years with a finance charge of 1.5 percent per annum. The full conditions of the loan are attached to this resolution.

PASSED AND APPROVED BY by a duly constituted quorum of the North Pole City Council on this 25th day of November, 2013.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

ALASKA CLEAN WATER FUND AGREEMENT

ACWF LOAN #633031 City of North Pole



Utility Emergency Response Generators

THIS AGREEMENT is entered into as of October 16, 2013 by the Alaska Department of Environmental Conservation (the Department) and the City of North Pole (the Borrower), acting pursuant to Resolution 2012-17 approved by the City of North Pole for a loan amount of \$302,500 with a loan term of 20 years.

SECTION I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

(a) “Approved Application” means the application submitted to the Department on January 16, 2013, together with all attachments and supporting documentation, as approved by the Department and the Borrower.

(b) “Finance Charge Rate” means 1.5 percent per annum.

(c) “Contract period” means the time period commencing on the date this agreement is signed by the Borrower and terminating on the date the Borrower repays the loan in full.

(d) “Funding Subsidy” means a principle forgiveness amount awarded under this agreement.

(e) “Default” means the Borrower has failed to make a loan repayment within 90 days of the due date, as determined by the repayment schedule prepared by the Department immediately following initiation of operation of the facility.

(f) “Eligible Project Costs” include the following costs disbursed from the Alaska Clean Water Fund, estimated to not exceed \$302,500; demolition, construction, and engineering for the Project Facility; machinery, furnishings, and equipment; surveys, plans, estimates, and specifications; necessary insurance; financial and environmental investigations; laboratory testing,

resident engineering and inspection fees; force account; legal expenses; and any other necessary miscellaneous expenditures, minus the amount of any grant applicable to foregoing costs.

(g) “Participation Payment” means the amount per year necessary to amortize the loan.

(h) “Project Facility” means the facility to be constructed pursuant to this Agreement as described generally in the Approved Application dated July 23, 2012. This project will provide funding for three new emergency generators to be used by the City of North Pole’s Wastewater Utility in the event of a power failure.

SECTION II - RIGHTS OF ACCESS

Section 2.1. The Department has the right at all reasonable times to enter the project site, for the purpose of inspecting the facility.

SECTION III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITY, LOAN DISBURSEMENT, AND PAYMENT OF COSTS

Section 3.1. With the exception of land easements, all real estate and personal property constituting the Project Facility and the project must belong to the Borrower.

Section 3.2. In connection with the construction of the project facility, the Borrower agrees that:

(a) The Borrower will not begin construction of the Project Facility until the Department has reviewed and approved the plans and specifications for the project. In its approvals the Department may specify changes or conditions to the plans and specifications. The Department must approve any subsequent changes to, or deviations from, approved plans.

(b) The Borrower will ensure that contract wages paid are the Higher of the State or Federal wage rate on a classification by classification basis for the construction of the Project Facility. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with subchapter IV of chapter IV of chapter 31 of Part A of subtitle II of Title 40, U.S.C. (commonly referred to

as the “Davis Bacon Act”) apply. In addition, the borrower will consult with the Department on any required contract or bid document language to ensure that appropriate federal “Davis Bacon Act” material is included in the documentation.

(c) Any construction contract estimated to equal or exceed \$50,000 will be awarded through a competitive bidding process and any construction contract estimated to be less than \$50,000 may be negotiated if the Department approves the solicitation and negotiation procedures.

(d) All construction contracts and contractors’ estimate forms will be prepared so that materials and equipment may be readily itemized as to allowable project costs and noneligible costs.

(e) Any change in a construction contract that will alter the contract specifications, time, price or will substantially modify the proposed treatment process must be submitted to the Department for approval if the Borrower wishes to have the modifications considered loan eligible.

(f) The construction of the Project Facility will conform to applicable federal, state, and local laws, ordinances, and regulations.

(g) The Borrower will proceed expeditiously and complete the Project Facility in accordance with the Approved Application, project schedule, surveys, plans, profiles, cross-sections, specifications, and amendments.

Section 3.3. The Borrower agrees to administer this loan in a non-discriminatory manner. No person shall be discriminated against based on race, religion, color, national origin, gender or disability. In addition, all contracts issued by the Borrower under this loan agreement must include the following statement:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Section 3.4. When applicable, the Borrower will comply with Title I- Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard

to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

Section 3.5. When applicable, the Borrower will comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

Section. 3.6. When applicable, the Borrower will comply with Title II, Part 35, Section 35.151 of the Act “New Construction and Alterations,” (a) Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992. (b) Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992. (c) Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

Section 3.7. When applicable, the Borrower will comply with Title III, Part 36, Section 36.401 of the Act “New Construction.” Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

Section 3.8. When applicable, the Borrower will comply with Title III, Part 36, Section 36.402 of the Act “Alterations” (a) General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. (b) Alteration: An

alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

Section 3.9. The City shall fully comply with Subpart C of 40 CFR Part 32, entitled “Responsibilities of Participants Regarding Transactions.” The City is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The City is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The City acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Section 3.10. The Borrower will comply with the disadvantaged business enterprise requirements of the State Revolving Loan Fund program, and will require its contractors to also meet these requirements.

Section 3.11. When applicable, the Borrower will require each construction contractor to furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price.

Section 3.12. The Borrower will require its contractors and subcontractors to maintain workers compensation, commercial general liability, property damage, and vehicle liability insurance. Until the Project Facility is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) will maintain insurance for the loss of the facility for the benefit of the Department, the Borrower, the prime contractor, and all subcontractors, as their interests in the Project Facility may appear.

Section 3.13. Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon submittal and departmental approval of invoices.

Section 3.14. If this project finishes under the estimated cost of construction, it will be funded only as necessary to complete the project.

Section 3.15. Upon completion of the Project Facility, the Borrower shall provide a statement to the Department of the project final costs by category of expenditure, including but not limited to costs for: administration, design, construction engineering, construction and equipment.

SECTION IV - PARTICIPATION PAYMENTS BY THE BORROWER

Section 4.1. This loan is made to the Borrower from the Alaska Clean Water Fund for the maximum amount of \$302,500. Of this total amount, \$31,763 is offered to the Borrower as a subsidy (principle forgiveness): \$27,225 for Disadvantage assistance and \$4,538 for Green Project Reserve assistance. All remaining unsubsidized funds will be repaid as provided in the following sections.

Section 4.2. The Borrower agrees to repay the principal amount and the finance charge rate on all cash draws made to the Borrower according to the repayment schedule, which will be prepared by the Department and confirmed by the Borrower following initiation of operation of the facility. The repayment schedule for the actual amount of loan payments made to the Borrower will provide that:

(a) the Borrower will pay a finance charge of 1.5 percent on each disbursement. Accrual of the finance charge will begin one year after the date of the first disbursement to the Borrower.

(b) the loan amount will be paid back within 20 years following initiation of operation of the facility. Repayment of the loan will be made with either equal annual principal payments plus the finance charge or equal annual total payments including the finance charge. Other repayment methods may be negotiated with the Department.

(c) the first installment payment will be due one year following substantial completion and initiation of operation of the facility.

Section 4.3. The Borrower assures the Department that the Borrower has not pledged revenues for the repayment of its loan that have been previously pledged or encumbered, unless specifically set forth in the Borrower's approved application. The pledged revenues for repayment of the loan and each separate source of revenue are specifically identified and described in the Borrower's submitted application.

Section 4.4. In the event that any of the revenues pledged by the Borrower for the repayment of its loan are encumbered by a lien of any prior outstanding debt, the Borrower will furnish the Department with legal assurance that the excess of such prior encumbered revenues are legally available for pledging to the Alaska Clean Water Fund.

Section 4.5. The Borrower agrees that if pledged revenues are insufficient to meet any loan payment to the Department when due, the Borrower will pay the deficiency in its loan payment from any legally available funds accruing to or in

the possession of the Borrower. Repayment of the loan which is the subject of this loan agreement shall not be a direct and general obligation of the Borrower.

Section 4.6. If a payment is received by the Department more than 30 days after it is due, the Borrower will be subject to a late charge in accordance with the following conditions.

If the Borrower is in good standing with the Department and has no late payments on any loans within the last five years:

(a) And a payment is more than two months late a 1% charge will be applied against the outstanding amount due.

(b) And a payment is more than three months late a 3% charge will be applied against the outstanding amount due.

(c) And a payment is more than four months late a 5% charge will be applied against the outstanding amount due.

If the Borrower has had late loan payments in the last five years.

(a) And a payment is more than one month late a 1% charge will be applied against the outstanding amount due.

(b) And a payment is more than two months late a 3% charge will be applied against the outstanding amount due.

(c) And a payment is more than three months late a 5% charge will be applied against the outstanding amount due.

Additionally, interest on the unpaid balance will continue to accrue at the contract interest rate and must be paid in addition to the late charge. Payments in arrears when the 5% late charge is assessed will be referred to the Department of Law for collection.

Section 4.7. The Borrower agrees that it will separately account for all monies received from the Alaska Clean Water Fund and will maintain project accounts in accordance with generally accepted governmental accounting principles.

Section 4.8. If, prior to completion of the contract period, the Project Facility is damaged or destroyed, the Borrower is liable to the Department for all amounts due under this Agreement.

Section 4.9. The provisions of AS 37.15.575 relating to state aid interception apply to the loan made under this agreement.

SECTION V - MAINTENANCE, OPERATION, INSURANCE and AUDIT

Section 5.1. If applicable, the Borrower agrees to prepare a manual for operation and maintenance of the facility which is approved by the Department.

Section 5.2. The Borrower must ensure that the Project Facility is given a final inspection and is certified complete to the Department.

Section 5.3. The Borrower must ensure that a Department approved sewer use ordinance and a user charge system are adopted prior to initiation of operation of the facility.

Section 5.4. The Borrower shall initiate operation of the Project Facility immediately upon completion of construction and may not discontinue operation of the Project Facility without Departmental approval. Within one year after the initiation of operation, the Borrower must certify to the Department that the facility is performing up to design standards. The Borrower must ensure that sufficient qualified operating personnel certified by the State of Alaska will be retained to operate the Project Facility. Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds and general revenues of the Borrower to operate or maintain the Project Facility.

Section 5.5. If applicable, until the Project Facility is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) will maintain insurance for the loss of the facility for the benefit of the Department, the Borrower and the prime contractor, and all subcontractors, as their interests in the Project Facility may appear. The Borrower agrees to insure the Project Facility against loss or damage in an amount at least equal to the Allowable Project Cost specified in Section 1.1(g).

Section 5.6. If applicable, an insurance policy issued pursuant to Section 5.5 must be written or endorsed to make losses payable to the Department and the Borrower as their interests may appear. The interests of the Department are limited to the unpaid principal balance of the loan and any finance charge and penalties accrued as of the date such loan may be paid in full as a result of any insurance payoff, following destruction or damage to the facility.

Section 5.7. In the event the Borrower fails to maintain the full insurance coverage required by this Agreement, the Department may take out the required policies of insurance and pay the premiums. All amounts so advanced by the Department will become an additional obligation of the Borrower to the Department.

Section 5.8. The Borrower agrees to submit a financial report for the Project Facility for Departmental approval within one year after initiation of operation of the facility. A project audit, performed by the Department, will cover the entire multi-year project.

Section 5.9. Financial assistance received under this loan agreement is considered federal assistance and is to be included when determining the threshold amount for a Federal Single Audit. However, financial assistance received under this loan agreement is not subject to State Single Audit.

SECTION VI - MISCELLANEOUS PROVISIONS

Section 6.1. Any disbursement or repayment made under this Agreement by the department shall be delivered by electronic transfer, registered or certified mail, courier service or delivered personally. Any repayment made under this Agreement by the loan recipient shall be delivered by registered or certified mail, or delivered personally, and,

(a) if addressed to the Department, will be sent or delivered personally to:

Alaska Department of Environmental Conservation
Division of Water - Alaska Clean Water Fund
ATTN: Municipal Administrative Team (MAT)
410 Willoughby Avenue, Suite 303
P.O. Box 111800
Juneau, Alaska 99811-1800

(b) if addressed to the Borrower, will be sent to or delivered personally to:

City of North Pole
ATTN: Bryce Ward, Mayor
125 Snowman Lane
North Pole, AK 99705

Section 6.2. Departmental approvals, required by this Agreement will not be unreasonably withheld.

Section 6.3. This Agreement is made subject to and conditional upon the availability of funds.

Section 6.4. This Agreement is effective as of the date set forth above and continues in full force and effect until the final day of the Contract Period.

Section 6.5. This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

Section 6.6. The Department may cancel all or any part of this agreement if:

(a) Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Clean Water Fund is incorrect or incomplete in any material respect;

(b) The Borrower has violated commitments made by it in its Approved Application and supporting documents, has not adhered to the regulations of the Alaska Clean Water Fund (18 AAC 76), has violated any of the terms of this Loan Agreement; or

(c) The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

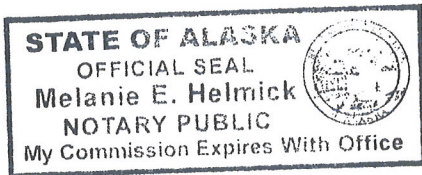
Section 6.7. No portion of this loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

By: Michelle Bonnet Hale
Michelle Bonnet Hale, Director
Division of Water

**ACKNOWLEDGEMENT
STATE OF ALASKA
Third Judicial District**

The foregoing instrument was acknowledged before me this 22nd day of
October, 2013



Melanie E. Helmick
Notary Public, State of Alaska

My commission expires: 4/office

CITY OF NORTH POLE

By: _____

**ACKNOWLEDGEMENT
STATE OF ALASKA
Fourth Judicial District**

The foregoing instrument was acknowledged before me this _____ day of
_____, 2013

Notary Public, State of Alaska

My commission expires: _____

RESOLUTION 13-19

**A RESOLUTION IN SUPPORT OF THE FAIRBANKS
METROPOLITAN AREA TRANSPORTATION SYSTEM
(FMATS) REQUEST FOR TRANSPORTATION FUNDING
FOR FISCAL YEAR 2015**

WHEREAS, FMATS is the Metropolitan Planning Organization (MPO) for the Fairbanks Urbanized area and therefore receives federal highway funds for transportation planning and projects that improve the infrastructure for city residents; and

WHEREAS, FMATS' federal transportation funds decreased by 30% in Federal Fiscal Year 2013; and

WHEREAS, FMATS will be unable to continue to improve the safety of its roads, prepare for economic opportunities and preserve the existing road system without state support; and

WHEREAS, FMATS has many projects in the cue that are short-funded due to the decrease in federal transportation funding to MPOs;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of North Pole supports FMATS in their request for \$16 million from the State of Alaska for the development of projects in the approved Transportation Improvement Program (TIP).

BE IT FURTHER RESOLVED that copies of this resolution shall be sent to the Honorable Governor Sean Parnell and the Interior Delegation.

PASSED BY a duly constituted quorum of the North Pole City Council this 25th day of November, 2013.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk