



CITY OF NORTH POLE *Alaska*

REGULAR CITY COUNCIL MEETING **Monday, January 4, 2016**

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

MAYOR

Bryce Ward
888-4444

CITY CLERK

Kathy Weber, MMC
488-8583

COUNCIL MEMBERS

| | |
|--|--------------|
| Kevin McCarthy- Mayor Pro Tem | 590-0800 |
| Preston Smith – Dep Mayor Pro Tem | 488-8824 |
| Elizabeth Holm – Alt Dep Mayor Pro Tem | 488-6125 |
| Santa Claus | 388-3836 |
| Elyse Dawson | 520-221-1340 |
| Thomas McGhee | 455-0010 |

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

11. Old Business.

- a. Ordinance 15-25, an ordinance of the City of North Pole, Alaska to amend the 2016 Budget to authorize a professional services agreement with Stantec Engineering to generate engineering and design documents to the sewer discharge main extension
- b. Ordinance 15-26, an ordinance amending Title 15, Building and Construction, Chapter 15.05 Administrative Code concerning valuation of building improvements for the determination of permit fees
- c. Ordinance 15-27, an ordinance amending Title 12, Streets, Sidewalks and Public Places, Chapter 12-04, Obstruction or Alteration of Streets, Sidewalks or City Property
- d. Ordinance 15-28, an ordinance amending Title 12, Streets, Sidewalks and Public Places, Chapter 12.08, Excavations
- e. Ordinance 15-29, an ordinance amending Title 4, Chapter 4.10.010, User Fees

12. New Business

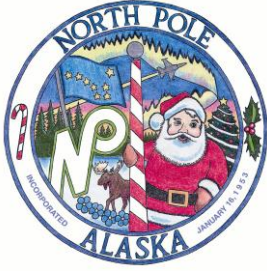
- a. Request for NPPD to purchase two vehicles through the State of Alaska Fleet Vehicle bid awarded August 7, 2015.

13. Executive Session - To discuss employee wage issues in the NPPD

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 \$10.00 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, December 21, 2015 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, December 21, 2015 to order at 7:05 p.m.

There were present:

**Mr. McCarthy – Mayor Pro Tem
Mr. Smith – Deputy Mayor Pro Tem
Ms. Holm – Alt. Deputy Mayor Pro Tem
Ms. Dawson
Mr. McGhee
Mr. Claus
Mayor Ward**

Absent/Excused

Excused

CALL TO ORDER/ROLL CALL

Mayor Ward called the regularly scheduled meeting of the North Pole City Council to order on Monday, December 21, 2015 at 7:00 p.m.

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Councilman McGhee

APPROVAL OF AGENDA

Mr. McGhee moved to approve the Agenda of December 21, 2015

Seconded by Mr. Smith

Discussion

None

Mr. McGhee moved to amend by consenting the following items under New Business:

- a. Approval of liquor license renewal for Sourdough Fuel, Pagoda Chinese Restaurant, and Taco Azteca Mexican restaurant

- b. Recommendation to accept water and wastewater sampling and professional services agreement from Pollen Environmental, LLC
- c. Ordinance 15-25, an ordinance of the City of North Pole, Alaska to amend the 2016 Budget to authorize a professional services agreement with Stantec Engineering to generate engineering and design documents to the sewer discharge main extension
- d. Ordinance 15-26, an ordinance amending Title 15, Building and Construction, Chapter 15.05 Administrative Code concerning valuation of building improvements for the determination of permit fees

Seconded by Mr. Smith

Discussion

None

On the Amendment

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

On the agenda as amended

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

APPROVAL OF MINUTES

Mr. Smith moved to approve the minutes of December 7, 2015

Seconded by Mr. McCarthy

Discussion

None

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

COMMUNICATIONS FROM THE MAYOR

City Hall will be closing early on Christmas Eve and New Year's Eve. City offices will be closing at noon on each day.

I will be taking time off to spend with Family from December 28th to January 1st.

Every third Friday of the month is Muffins with the Mayor, Please mark your calendars for this special event January 15th, all are welcome from 8-10 am here at City Hall in the Council Chambers.

The Festival Committee has been hard at work and is finalizing recommendations for the council consideration. The committee is requesting time to present to the council during the second meeting in January.

Politicians With Power tools was a success, North Pole won the competition by raising over \$90 in dollar bills and change. Total Raised was just over \$125 which will go to This Generation Ministries (TGM) as they were the Non-Profit chosen by The North Pole Mayor.

The Today show was in North Pole two weeks ago, the section was on the TODAY show, we were able to give the crew a small reception at the Army Corps building at the Moose Creek Dam and they all had a great time. If you are interested in watching the clip or sharing it check out our facebook page.

The City of North Pole along with the Fairbanks North Star Borough and the City of Fairbanks had a joint meeting with the Interior Delegation in regards to capital projects and priorities. Reception was warm however with the constrained state budget capital projects are expected to be virtually non-existent.

Christmas in Ice will be open Christmas day from noon to 6pm, admission is free.

FYI: Christmas is 4 days away!

Proclamations

Bill of Rights

Mr. Wades 5th grade class reading of the Bill of Rights

Student of the Month – Leona Sawyer NPHS

Service Awards

Terri Nelson – 15 years

Geoff Coon – 20 years
Buddy Lane – 35 years

Mr. McGhee *suspended the rules at 7:25 p.m.*

Seconded by Mr. McCarthy

Mayor Ward called meeting back to order at 7:41

COUNCIL MEMBER QUESTIONS OF THE MAYOR
None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Finance, Tricia Fogarty

- The revised chart of accounts went to the auditors and suggestions/changes are being made.
- Received notice from DEA and are receiving \$9,762 for equitable sharing.

Police Department, Sgt. Binkley

- Merry Christmas from the Police Department.

Borough Representative

- Discussion at the borough with marijuana zoning.
- The State has moved to break up the non-attainment area. City of Fairbanks supports this as well at FMATS.

Director of City Services, Bill Butler

Building Department

- No new building permits issued since December 7 Council meeting.
- Petro Star is planning for an additional \$20 million expansion in the form of a distilling unit to produce naphtha for GVEA.
 - Project is in the initial concept/design stage.
 - Asphalt Plant and the planned Naphtha Distiller will help offset loss of property taxes from Flint Hills.
- The State Fire Marshal's Office has issued stop work orders for the Eagles Landing Community Center project for non-payment of fees.

- Eagles Landing is also delinquent to the City for our plan review process.
- If Eagles Landing does not pay its fees due to the City by March 1, 2016, their plans will be returned to them and they will be required to resubmit all plans if they wish to proceed.

Public Works

- Working with the Borough to generate base maps for our wayfinding project.
 - Goal is to identify city locations of importance to visitors; for example, City Hall, parks, bus stops, etc.
 - Plan is to place maps and identifying signage around City.
 - Plan to use \$10,000 grant from the Borough to fund the project.
- Indications are that the 2017 state budget for the Northern Division DOT will include additional cuts—20 positions and \$3 million.
 - We have been receiving good road and sidewalk clearing services from DOT so far this year despite this year's budget cuts.

Utility Department

- Sewer outfall and Notice of Violation.
 - Report submitted to ADEC on December 8
 - Engineering professional services agreement before Council this evening for the sewer outfall design and engineering of an extended sewer discharge main.
 - Engineering is the first step in resolving the NOV.

Natural Gas Utility Board

- GVEA's decision to rely on naphtha for power generation will affect Interior Gas Project.
 - 12-year long term contract to supply GVEA with naphtha.
 - There was a hope that GVEA would be an anchor tenant for IGU with an annual commitment to buy 2 billion cubic feet of natural gas.
 - GVEA has committed to 0.6 billion cubic feet for summer usage.

City Clerk, Kathy Weber

- We received a grant monitor site visit from Caitlin Frye of the State of Alaska Dept. of Commerce, Community, and Economic Development on Tuesday, December 15th. She was happy to see that the Archive grant was going well and all paperwork was in order. We still have approximately \$30,000 left on the grant.
- Still working on getting the last of the ordinances together to finish our legal review of the code.

- A charter review will begin in March 2016. A mandatory review of the charter shall be done at least ten years after the last date of revision (Section 14.2). The last charter review was October, 2006. A Committee will be set up to start this process.
- The next meeting will be held on January 4, 2016. The second meeting of the month will be held on Tuesday, January 19th as City offices will be closed Monday, January 18th in observance of Martin Luther King Day.
- Thank you to Renee Beckman for helping to decorate the council chambers with me on Saturday, the 12th.
- The newsletter has been a success and we have an email list going so if you would like to have it delivered by email please let us know. The City Facebook page has gone live and we are putting as much information and pictures as we can to keep everyone in the know. If you haven't had a chance to visit us, please go to our page; City of North Pole – with the City seal next to it. If you have something of interest, please call us and let us know.
- Merry Christmas to everyone.

ONGOING PROJECTS

- None

CITIZENS COMMENTS

- Michael Welch, 934 Les Rogers Turnaround

Mr. Welch was here representing the Knights of Columbus. They are supporting the Trooper Gabe Rich and Scott Johnson Memorial Park. Mr. Welch presented Sgt. Binkley with a \$1,000 check on their behalf.

OLD BUSINESS

None

NEW BUSINESS

ORDINANCE 15-27, AN ORDINANCE AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12-04, OBSTRUCTION OR ALTERATION OF STREETS, SIDEWALKS OR CITY PROPERTY

Mr. Butler introduced the ordinance and updated council.

Public Comment

None

Mr. McGhee moved to Introduce and Advance Ordinance 15-27, an Ordinance amending Title 12, Streets, Sidewalks and Public Places, Chapter 12-04, Obstruction or Alteration of Streets, Sidewalks or City Property

Seconded by Mr. McCarthy

Discussion

None

Mr. McGhee moved to Amend Ordinance 15-27 by striking on line 91, *ninety days in jail per violation.*

Seconded by Mr. McCarthy

Discussion

Mr. McGhee stated that the City does not have a jail or facilities to jail someone.

On the amendment

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

On the main motion as amended

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

ORDINANCE 15-28, AN ORDINANCE AMENDING TITLE 12, STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 12.08, EXCAVATIONS

Mr. Butler introduced the ordinance and updated the council.

Public Comment

None

Mr. McGhee moved to Introduced and advance Ordinance 15-28, an Ordinance amending Title 12, Streets, Sidewalks and Public Places, Chapter 12.08, Excavations

Seconded by Ms. Dawson

Discussion

None

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

ORDINANCE 15-29, AN ORDINANCE AMENDING TITLE 4, CHAPTER 4.10.010, USER FEES

Ms. Weber gave the introduction to this ordinance and updated council.

Public Comment

None

Mr. McGhee *moved to* Introduce and Advance Ordinance 15-29, an Ordinance amending Title 4, Chapter 4.10.010, User Fees

Seconded by Mr. Smith

Discussion

None

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

RESOLUTION 15-23, A RESOLUTION IN SUPPORT OF FAIRBANKS METROPOLITAN AREA TRANSPORTATION SYSTEMS, COMPLETE STREETS POLICY

Mayor Ward gave the introduction to this Resolution and updated council.

Public Comment

None

Ms. Dawson *moved to* Introduce and Adopt Resolution 15-23, A Resolution in support of Fairbanks Metropolitan Area Transportation Systems, Complete Streets Policy

Seconded by Mr. McGhee

Discussion

None

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

RESOLUTION 15-24, IN SUPPORT OF THE DEVELOPMENT OF A PEDESTRIAN PATH ON HOMESTEAD ROAD FROM THE OLD RICHARDSON HIGHWAY TO PERIMETER DRIVE

Mr. Butler gave the introduction to the Resolution.

Public Comment

None

Ms. Dawson *moved to* Introduce and adopt Resolution 15-24, in support of the development of a pedestrian path on Homestead Road from the Old Richardson Highway to Perimeter Drive

Seconded by Mr. Smith

Discussion

None

PASSED

Yes: 6 –Holm, Smith, McGhee, Dawson, McCarthy, Ward

No: 0

Absent: 1 - Claus

COUNCIL COMMENTS

Ms. Holm – enjoys seeing Mr. Wade's 5th grade class for the last 3 years. She wished everyone a Merry Christmas and hopes they enjoy any time off they get. She has enjoyed seeing all the publicity that the City has gotten and the Mayor with his reality TV, Pagoda and the Elfs Den with Diners, Dives, and Drive-ins.

Ms. Dawson – wished everyone Merry Christmas and encouraged everyone to enjoy time with family.

Mr. McGhee – wished everyone a Merry Christmas and Happy New Year. It's been a good year

and he welcomed the new members. He asked everyone to be safe and enjoy their families.

Mr. McCarthy – it is nice to see Mr. Welch and wished everyone a Merry Christmas.

Mr. Smith – thanked Mr. Wade’s 5th grade class for coming out. He wished everyone a Merry Christmas and asked everyone to watch out for the -30 below.

Mayor Ward – thanked Mr. Wade’s 5th grade class and their reading of the Bill of Rights. He was happy to put together a proclamation for the Bill of Rights. He said there are a lot of people who have come before him who have put together proclamations a lot of great women and men who have come before us and have lived and died supporting the Bill of Rights. He thanked the special elves who gave him the new Carhartts and everyone who was involved in that.

ADJOURNMENT

Mr. McGhee *moved to adjourn the meeting at 8:41 p.m.*

Seconded by Mr. Smith

The regular meeting of December 21, 2015 adjourned at 8:41 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, January 4, 2016.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

ORDINANCE 15-25

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND THE 2016 BUDGET TO AUTHORIZE A PROFESSIONAL
SERVICES AGREEMENT WITH STANTEC ENGINEERING TO
GENERATE ENGINEERING AND DESIGN DOCUMENTS TO THE
SEWER DISCHARGE MAIN EXTENSION**

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, and

WHEREAS, in 2014 the Utility received a \$500,000 legislative award to address the periodic loss of river flow at its sewer outfall on the Tanana River, and

WHEREAS, the Alaska Department of Environmental Conservation (ADEC) issued the Utility a Notice of Violation (NOV) for the violation of its Alaska Pollutant Discharge Elimination System permit that resulted from the periodic loss of river flow at the sewer outfall, and

WHEREAS, the ADEC required the Utility to propose a solution to the NOV, and

WHEREAS, the Utility has expended or obligated \$216,550 of the legislative award for engineering services from Stantec to generated the initial responses to the NOV, and

WHEREAS, the Utility's solution to the NOV is to extend the sewer discharge main to a reliable channel of the Tanana River and the first stage of the response requires generating engineering and design documents, and

WHEREAS, Stantec has submitted an amendment to its existing professional services agreement costing \$302, 090 to generate the engineering and design documents to the sewer outfall extension project. (Stantec's professional services agreement amendment is attached to this ordinance.)

WHEREAS, to fully fund Stantec's professional services agreement amendment will require transferring \$18,690 to the fund devoted to responding to the NOV and the attached fiscal NOTE details the fund transfer.

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

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

Section 2. Effective date.

47 This ordinance shall become effective at 5:00 PM on the first City business day following
48 adoption.
49

50 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this
51 4th day of January, 2016.
52

53
54
55 _____
56 Bryce J. Ward, Mayor

57 ATTEST:
58
59

60 _____
61 Kathryn M. Weber, MMC
62 North Pole City Clerk
63
64

CITY OF NORTH POLE

ORDINANCE 15-26

**AN ORDINANCE AMENDING TITLE 15, BUILDING AND CONSTRUCTION,
CHAPTER 15.05 ADMINISTRATIVE CODE CONCERNING VALUATION OF
BUILDING IMPROVEMENTS FOR THE DETERMINATION OF PERMIT FEES**

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 to clarify questionable areas.

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. Amend Title 15, Building and Construction, Chapter 15.04 Administrative Code,
Section 15.04.050, Local amendments to the Uniform Administrative Code, 1997 Edition, as
follows [new text in underlined italicized red font; deleted text in ~~strikethrough~~ font]:

Revise Section 301 Permits, to read:

301.2.5 Blanket Permit. *The building official will consider requests for a Blanket Permit in instances where the nature of the work is of such a unique nature and complexity that issuing individual permits is not practical or economical for the City. The intention of a Blanket Permit is to cover all the permits required by this code under a single permit. Examples of an instance where the building official would consider issuing a Blanket Permit is a large project that encompasses multiple structures being built simultaneously with design-build engineering and phased construction. Issuing a Blanket Permit is at the sole discretion of the building official.*

301.2.5 Blanket Permit Fees. *Blanket Permit fees will be based upon the full valuation of the project. If it is determined at any time during the project that the valuation of the project was based upon erroneous or inaccurate information that undervalues the project, the fees for the project will be adjusted upward to reflect the revised valuation. Should at any time during the project it is determined that the revised valuation is less than the original valuation, the fees will remain as originally calculated. Should the fees based upon the valuation and calculated according to Section 15.04.050 Local amendments to the Uniform Administrative Code, 1997 Edition, Section 304.2 Permit Fees not fully pay the City's plan review and inspection expenses, the applicant shall pay any of the City's actual costs above the calculated permit fees. The plan review fees shall be calculated at 100 (one hundred) percent of the permit fees, in addition to any of the City's actual costs above the permit fees.*

Revise Section 303 Permits Issuance, to read:

303.4 Expiration. Every permit issued by the building official under the provisions of the technical codes shall expire by limitation and become null and void, if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of ~~180~~ *one year (365 calendar days)*. Before such work can be recommenced, a new permit shall be first obtained to do so, and the fee therefor shall be one half the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year *(365 calendar days)*. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee

A permittee holding an unexpired permit may apply for an extension of the time within which work may commence under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The building official may extend the time for action by the permittee for a period not exceeding ~~180~~ *one year (365 calendar days)* days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. Permits shall not be extended more than once.

Revise Section 3.04 - Fees, to read:

304.3 Plan Review Fees.

304.3.1 Fees. When submittal documents are required by Section 302.2, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be ~~65~~ *75* percent of the building permit fee as shown in Table 3-A *except in the case of Expedited Review, Phased Construction or Design Build projects where the plan review fees shall be 100 percent of the building permit fee. No plan review shall be conducted without payment of the plan review fee.*

304.3.2 Identical submittal documents. When identical projects are to be constructed simultaneously and submittal documents are required to be submitted for plan review and construction, the first project's plan review fee shall be calculated as specified in 304.3.1 above. The plan review fee for each additional project where construction will occur simultaneously with the original project shall be 25 percent of the building permit fee as shown in Table 3-A. A complete set of submittal documents is required for each project where construction is to occur simultaneously.

304.3.2 Expedited Review, Phased Construction and Design-Build Fees. *Plan review fees for projects requesting Expedited Review; requesting Phased Construction; or are for Design Build projects shall be 100 percent of the building permit fee as shown in Table 3-A or the City's actual costs, whichever is greater. Plan review fees for electrical, mechanical and plumbing work shall be equal to 100 percent of the total permit fees as set forth in Tables 3-B, 3-C and 3-D or the City's actual costs, whichever is greater.*

304.5 Investigation Fees-Work without a permit

304.5.1 Stop Work Order. *Work begun by a person or corporation without a permit as required by this code shall be subject to an immediate Stop Work Order. Once the City has issued a Stop Work Order, no work that requires a permit by this code shall be authorized at the worksite. Should work that requires a permit continue at the worksite after a Stop Work Order has been issued without authorization by the City, the person or corporation violating the provisions of this section may be punished by a fine of not more than \$1,500 (one thousand five hundred dollars) per violation, in addition to all other remedies available in law or equity. A separate violation shall be deemed committed for each day during or on which a violation of the Stop Work Order occurs or continues.*

304.5.2 Fees. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code *plus a \$100 (one hundred dollar) liquidated damages fee.* The minimum investigation fee shall be the same as the minimum fee *based upon the valuation and calculated according to Section 15.04.050 Local amendments to the Uniform Administrative Code, 1997 Edition, Section 304.2 Permit.* ~~set forth in Tables 3-A through 3-H.~~ *When the City's expenses exceed the investigation fee as proscribed above, the person or corporation shall be liable for the City's actual expenses plus a 10 (ten) percent administrative fee.* The payment of such investigation fee shall not exempt an applicant from compliance with all other provisions of either this code or the technical codes nor from the penalty prescribed by law. *No work shall be authorized on the project where work commenced without a permit until all fees, fines or other expenses proscribed by this section are paid in full; the plan review and investigation are completed; and a permit is issued, only then may the Stop Work Order be lifted.*

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 4th day of January, 2016.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk

CITY OF NORTH POLE

ORDINANCE 15-27

**AN ORDINANCE AMENDING TITLE 12, STREETS, SIDEWALKS
AND PUBLIC PLACES, CHAPTER 12.04 OBSTRUCTION OR ALTERATION OF
STREETS, SIDEWALKS OR CITY PROPERTY**

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 to clarify questionable areas.

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. Amend Chapter 12.04, Obstruction or Alteration of Streets or Sidewalks as follows:
[new text in underlined italicized red font; deleted text in ~~strike through~~ font]:

CHAPTER 12.04

**OBSTRUCTION OR ALTERATION OF STREETS, ~~ROAD RIGHTS-OF WAY, OR~~
SIDEWALKS OR CITY PROPERTY**

Sections:

12.04.010 Permit required--Exception.

12.04.020 Unlawful to obstruct.

12.04.030 Wires and banners over streets--Approval required.

12.04.040 Deposit of snow or ice prohibited.

12.04.050 Obstruction of drainage systems prohibited.

12.04.060 Violations--Penalties.

12.04.010 Permit required--Exception.

It is unlawful for any person to remove, alter, damage or obstruct the free use of or to cause the
removal, alteration, damage or obstruction of any public sidewalk, ~~or~~ street, *or road right-of-way*
in the city without first having obtained a written permit ~~so~~ to do *so*; provided, temporary
obstruction for the purpose of loading or unloading merchandise or water delivery shall not be
deemed a violation of this section. It is further provided that a bond with good and sufficient
sureties may be demanded of any person who has been granted such a permit. (Ord. 09-05 § 2
(part), 2009: Prior code §16-1)

12.04.020 Unlawful to obstruct.

It is unlawful for any person to place any goods, wares or merchandise or any signs, advertising matter or thing, instrument or machinery or erect, maintain or cause to be erected any posts or poles, structure, building, *facility*, or anything causing an obstruction of or encroachment on the sidewalk, streets, *road rights-of-way*, or city property or interfering with the free use thereof, by the side of, over or upon the sidewalk, public streets, *road rights-of-way*, or property of the city. (Ord. 09-05 § 2 (part), 2009: Prior code §16-2)

12.04.030 Wires and banners over streets--Approval required.

It is unlawful for any person to place, erect or install or cause to be placed, erected or installed, any wire, rope, sign, platform or any other thing or substance over any public sidewalk ~~or~~ street, *road right-of-way, or property of the city in the city*, without first having obtained a permit so to do, after inspection by the appropriate city officer and determination that such erection will not endanger public health and safety. (Ord. 09-05 § 2 (part), 2009: Prior code §16-3)

12.04.040 Deposit of snow or ice prohibited.

It is unlawful for any person to push, pile or place any snow or ice upon the streets, *road rights-of-way*, sidewalks, ~~or~~ alleys, *or property* of the city. (Ord. 09-05 § 2 (part), 2009: Prior code §16-4)

12.04.050 Obstruction of drainage systems prohibited.

It is unlawful to push, pile or place brush, lawn clippings, debris, dirt, gravel or any material into any ditch paralleling city streets that may cause obstruction of the street drainage system. (Also see chapter 24.24 of the building code.) (Ord. 09-05 § 2 (part), 2009: Ord. 99-22 §2, 1999)

12.04.060 Violations--Penalties.

A. Violations of the provisions of this chapter shall constitute a misdemeanor.

B. It is the duty of the mayor or his designee receiving information or obtaining knowledge of a violation of this chapter to notify in writing the person committing the violation to remove or cause the same to be removed immediately or at reasonable time as may be determined by the city official. If after such written notice has been duly given; and if the same is not removed by such person within the time prescribed in the notice, it shall be the duty of the mayor or his designee to remove or cause to be removed such violation and all costs and expenses of such removal shall be paid by the persons committing the violation.

C. In instances where the violation is determined at the sole discretion of the city to be an emergency or threat to public health and safety or the violator cannot be located to serve written notice, the city may cause the violation to be removed immediately without notification of the violator.

D. A person violating the provisions of this Chapter 12.04 shall be subject to a fine of up to \$1,500 (one thousand five hundred dollars) and ~~ninety days in jail per violation~~ in addition to any costs and expenses for removal of the violation. (Ord. 09-05 § 2 (part), 2009)

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 4th day of January, 2016.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk

CITY OF NORTH POLE

ORDINANCE 15-28

**AN ORDINANCE AMENDING TITLE 12, STREETS, SIDEWALKS
AND PUBLIC PLACES, CHAPTER 12.08 EXCAVATIONS**

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 to clarify questionable areas.

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. Amend Chapter 12.04, Obstruction or Alteration of Streets or Sidewalks as follows:
[new text in underlined italicized red font; deleted text in ~~striketrough~~ font]:

**CHAPTER 12.08
EXCAVATIONS**

Sections:

- 12.08.010 Permit required.
- 12.08.020 Permit application.
- 12.08.030 Security deposit or bond required.
- 12.08.040 Work requirements.
- 12.08.050 Return of bond upon satisfactory completion.

12.08.010 Permit required.

It shall be unlawful for any person, firm or corporation to tunnel under or to make any
excavation in any street, alley or other public place in the city without having obtained a permit
as required in this chapter, ~~or~~ *and* without complying with the provisions of this chapter or in
violation of or variance from the terms of any such permit. (Ord. 71-7 §1(a), 1971: prior code
§16-5)

12.08.020 Permit application.

Applications for permits shall be made to the ~~mayor committee on streets and alleys~~ or ~~its~~ *their*
authorized representative. *The permit application* ~~and~~ shall describe the location of the intended
excavation or tunnel, the size thereof, the purpose therefore, and the person, firm or corporation
doing the actual excavating work and the name of the person, firm or corporation for whom or

which the work is being done. ~~and~~ *The permit application* shall contain an agreement that the applicant will comply with all *applicable federal, state and local ordinances* and laws relating to the work to be done *and in be performed in accordance with the City of North Pole's Permit Application and Specifications Manual for Street Excavation and Work within the Public Rights-of-Way and Easements. The applicant shall pay all associated costs including cost of permitting, design, construction, restoration and administration.* (Ord. 71-7 §1(b), 1971: prior code §16-5)

12.08.030 Security deposit or bond required.

In addition to paying a *permit* fee of ~~ten~~ *fifty (50.00)* dollars, the applicant shall deposit with the city in cash, certified check, *surety bond* or other security acceptable to the ~~mayor committee on streets and alleys~~ or ~~its~~ *their* authorized representative, a sum equal to the contract ~~value of the work~~ (plus ~~fifteen~~ *ten (10)* percent), including excavating costs, costs of installing the underground utility line, backfilling, compaction of backfill, pavement replacement, inspection and testing. Such sum shall be deposited with the city clerk and shall be held by the city until all work is accepted by the ~~mayor committee on streets and alleys~~ or ~~its~~ *their* authorized representative.; ~~provided, however, that the mayor, on the recommendation in writing of the committee on streets and alleys or its their authorized representative may waive the requirement of a security deposit for such persons, firms or corporations who have during the previous year promptly performed all the work required in Section 12.08.040 in a manner satisfactory to the committee on streets and alleys.~~ (Ord. 71-7 §1(c), 1971: prior code §16-5)

12.08.040 Work requirements.

Work shall conform to the following requirements:

A. Prior to the beginning of the excavation, all equipment, pipe fittings, etc., required to complete the installation, shall be on hand, checked for fit, and approved by an authorized inspector.

B. The contractor shall be responsible for the safety of the general public as well as persons working in excavations. Adequate shoring, barricades, flares, signs, pedestrian bridges and other protective devices shall be provided by the contractor. The contractor shall provide any additional protective devices or take additional precautions required by the ~~mayor committee on streets and alleys~~ or ~~its~~ *their* authorized representative.

C. Any damage to utilities, streets, sidewalks, curbs or other public or private property caused by the this operation shall be repaired to the satisfaction of the ~~mayor committee on streets and alleys~~ or ~~its~~ *their* authorized representative.

D. All backfill shall consist of the same material removed from the trench with the following exceptions: Trash, organic debris and frozen material shall not be replaced in the trench. Such material, if present, shall be replaced with clean pit-run gravel. When the street is surfaced with either pit-run or crushed gravel, or if both are present, clean material, corresponding in

graduation and fracture count, shall be replaced to a compacted depth equal to the depth of such material in the remainder of the street, but in no case less than four inches.

E. All backfill shall be compacted in small lifts to a minimum of ninety-five percent of maximum density as determined by the *most current standard adopted by the Alaska Department of Transportation and Public Facilities AASHTO Standard Method T-180, Method D*, except that the top six inches of backfill under pavements shall be compacted to one-hundred percent of maximum density.

F. Under asphalt or paved streets, all backfill between eight and twenty-four inches in depth shall consist of non-frost-susceptible pit-run gravel meeting the grading and durability criteria of current paving specifications of the city. All backfill within eight inches of the finished surface shall consist of graded crushed gravel having a maximum size of one inch and meeting all the requirements of current city paving specifications. A surface course consisting of two-inch hot-mix asphaltic concrete having a maximum aggregate size of three-quarters of an inch and a minimum marshall stability of seven hundred fifty shall be placed on the prepared backfill. All material and methods for placing and compacting shall conform to current city paving specifications.

G. Every effort shall be made to complete all work and restore the street to its original *or better* condition in the shortest possible time. Except in the case of unusual and extenuating circumstances as determined by the *mayor committee on streets and alleys* or *its their* authorized representative, a penalty shall be charged the contractor whenever the time that an excavation remains open or the street has not been restored to its original *or better* condition exceeds the maximum allowed in the following schedule: *The contractor must formally petition the mayor or their authorized representative in writing explicitly explaining the reason for their request to waive the charges assessed for not restoring the road to its original condition within the authorized period. Waving assessed penalties is at the sole discretion of the City of North Pole.*

| Zone or street Classification | Allowable time from commencing to completion of work <i>when the road is impassable to thru traffic</i> | Additional charges for time that excavation remains open in excess of allowable <i>time</i> | Additional charges for time street or sidewalk has not been restored to its original <i>or better</i> condition |
|----------------------------------|--|---|---|
| Residential | 3 Days | \$10.00 \$250/day | \$10.00 \$250/day |
| Business or Arterial | 18 hours (maximum of 6 12 hours <i>of the allowable 18 hours</i> between 7 a.m. and 7 p.m.) | \$2.00 \$100/hr. | \$2.00 \$100/hr. |

However, if the contractor fails, refuses or neglects to restore the street and/or sidewalk to its original condition within ten days, the mayor is authorized and directed to have the street and/or sidewalk restored to its original condition by city work forces and/or other contractual arrangements with appropriate charge back to the original permit holder for the entire cost of the work. If a contractor feels that charges levied by the ~~mayor committee on streets and alleys~~ or ~~its~~ *their* authorized representative are unreasonable, he may appeal to the city council by a letter directed to the mayor within five days after the charges have been levied in writing to the contractor involved.

H. All excess dirt and debris and construction materials shall be removed from the job site after completion and before acceptance. Excess dirt shall not be spread over adjacent gravel streets. On paved streets, excess dirt and gravel shall be swept up and entirely removed leaving streets and gutters entirely clean. (Ord. 71-7 §1(d), 1971: prior code §16-5)

12.08.050 Return of bond upon satisfactory completion.

When the work has been satisfactorily completed and so certified by the committee on streets and alleys or its authorized representative, the city clerk shall return the bond deposit, less any penalties and costs to the city. (Ord. 71-7 §1(e), 1971: prior code §16-5)

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 4th day of January, 2016.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M Weber, MMC
North Pole City Clerk

CITY OF NORTH POLE

ORDINANCE 15-29

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 4, CHAPTER 4.10.010, USER FEES**

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 to provide clarification as needed.

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. General Provisions of the North Pole Municipal Code of Ordinances are
amended as follows: [new text in underlined italicized red font; deleted text in ~~striketrough~~
font]:

4.10.010 Establishment of User Fees.

The mayor shall examine the services provided by the city and establish a user fee schedule with
council concurrence. The council shall periodically review the user fee schedule and set user
fees as appropriate.(Ord.03-10 §2, 2003), (Ord.05-17 §2,2005)

4.10.020 User Fee Schedule

| | |
|--|--|
| Ambulance Fee | \$ 800.00 |
| Ambulance Fee Discount for North Pole Residents | \$ 400.00 |
| Ambulance/Patient transport mileage (loaded miles) | \$ 11.00 per mile |
| Ambulance/Patient transport mileage (loaded miles) Discount for North Pole Residents | \$ 5.50 per mile |
| Fire/Ambulance Run Reports | \$ 25.00 |
| Audio Recording of Public Meetings or any other CD/DVD(fee collected when ordering, per tape) | \$ 10.00 |
| Building Permit Fees | Based on building evaluation and 1997 Uniform Administrative Code |
| City Annual Business License | \$ 50.00 |
| City Business/Sales Tax Mailing Labels (fee collected when ordering) | -\$ 25.00 |
| Copies of Public Records | \$1.00 1st pg; \$0.25 thereafter |
| City Newsletter Mailing Labels | -\$ 25.00 |
| Declaration of Candidacy Filing Fee | \$ 25.00 |
| Faxes send/receive local calling area (per page) | \$ 1.00 |
| Faxes send long distance in U.S. only (per page) | \$ 2.00 |
| Fingerprinting per card | \$ 20.00-25.00 |
| Fireworks Annual Permit to Retail Vendor of Class "C" Fireworks | \$3,000.00 |

| | |
|--|--|
| Hydrant Meter Charge | \$ 50.00/mo.(min) |
| Hydrant Meter Deposit – to be refunded upon return in good condition | \$ 500.00 |
| Hydrant Meter Water Usage Rate | \$ 0.02/Gallon |
| Made in North Pole permit is \$50 per product line with a maximum of \$100 per permit application | \$ 50.00 |
| Waive fee, up to \$50 per application for 1st 20 approved applications | |
| Notary Services per document | \$ 5.00 <i>10.00</i> |
| <i>North Pole stuffed bears</i> | <i>\$ 10.00</i> |
| <i>North Pole flag</i> | <i>\$ 75.00</i> |
| <i>North Pole pins</i> | <i>\$ 4.00</i> |
| Plan Specifications Copies (per set) @ cost + 10% Admin fee | \$ 25.00 <i>See Dept Head</i> |
| Police Reports | \$ 25.00 |
| Photo Copy Fee (per page) | \$ 0.25 |
| Water/Sewer Connection Inspection Fee | \$ 50.00 each |
| Residential and commercial properties water and sewer fees shall be the following (per NPMC 13.08.090 B) | |
| Water tie-in fee - ¾ inches to 2 inches | \$ 200.00 |
| Sewer tie-in fee – ¾ inches to 2 inches | \$ 200.00 |
| Water tie-in fee - Greater than 2 inches up to 4 inches | \$ 250.00 |
| Sewer tie-in fee – Greater than 2 inches up to 4 inches | \$ 250.00 |
| Water - Greater than 4 inches | \$ 300.00 |
| Sewer – Greater than 4 inches | \$ 300.00 |
| Residential Water Meter Replacement | \$ 100.00 |
| Commercial Water Meter Replacement | At replacement cost |
| Water meter monitor replacement | \$ 100.00 |

(Ord.03-10 Chapter 4.10, 2003), (Ord.06-11 §2(part), 2006), (Ord.11-06 §2 (part), 2011), (Ord 14-02 §2(part), 2014), (*Ord. 15-29 §2 (part), 2015*)

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

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 4th day of January, 2016.

Bryce J. Ward, Mayor

ATTEST:

PASS
Yes:
No:
Absent:

Kathryn M. Weber, MMC
North Pole City Clerk



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

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

December 28, 2015

To: North Pole City Council
Kathy Weber, NPMC

Re: Purchase of 2 patrol cars

I am writing this letter in order to request permission to purchase two vehicles through the State of Alaska Fleet vehicle bid awarded August 7, 2015. As per City Code this Contract Award Number CA1991-16 meets or exceeds the bid requirements listed in North Pole City Code.

The cost of each vehicle, including the two add ons, will be \$28,391. This brings the total for the two vehicles to \$56,782.00. We presented the purchase of these two vehicles in our 2016 budget. The funds being used will come from Police Vehicle Fleet Fund 51.

Thank you,


Steve Dutra
Chief Of Police

**CONTRACT
AWARD****STATE OF ALASKA**

HQ, STATE EQUIPMENT FLEET (Contracting Authority)
2200 E. 42nd Avenue
Anchorage, Alaska 99508

CONTRACT AWARD NUMBER**CA1991-16****ORDERING DEPARTMENT:**

HEADQUARTERS, STATE EQUIPMENT FLEET
2200 E. 42ND AVENUE
ANCHORAGE, ALASKA 99508
(907) 269-0793 PHONE / (907) 269-0801 FAX

CONTRACTOR: CAL WORTHINGTON FORD

ADDRESS: 431 UNGA STREET
ANCHORAGE, ALASKA 99501

CONTACT NAME: RAY MARCUM**PHONE NUMBER:** 907-793-8213**E-MAIL:** FLEETOIL@AOL.COM**DATE OF CONTRACT:**

AUGUST 24, 2015

DATE INITIAL CONTRACT BEGINS:

AUGUST 7, 2015

DATE INITIAL CONTRACT ENDS:

AUGUST 7, 2016

NUMBER & PERIOD OF RENEWALS:

THREE 1-YEAR RENEWALS

RENEWALS EXPIRE (MO/YR):

AUGUST 7, 2019

ISSUED IN ACCORDANCE WITH BID # SEF- 1991 **DATED:** JULY 2, 2015**ESTIMATED VALUE OF INITIAL TERM:** \$1,750,000.00**SEND INVOICES IN DUPLICATE TO:** STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508

THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.

DESCRIPTION**CONTRACT FOR FORD POLICE VEHICLES****CONTRACTING OFFICER: ANNE RITALA****(907) 269-0791 PHONE****ANNE.RITALA@ALASKA.GOV**

SECTION I - SPECIAL TERMS AND CONDITIONS
SECTION II - STANDARD TERMS AND CONDITIONS
SECTION III - SPECIFICATIONS
SECTION IV - BID PRICE SCHEDULE

CONTRACTING AUTHORITY NAME & TITLE**ANNE RITALA, CONTRACTING OFFICER II****SIGNATURE****CONTRACTOR AUTHORITY NAME****RAY MARCUM****SIGNATURE****On File**

IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

1.0 CONTRACT INTENT: Contract for Ford police vehicles.

- 1.1 Contract Period: One Year with Three (1) One-Year Renewals
- 1.2 Location of Use: Statewide
- 1.3 Warranty locations: At a minimum Anchorage and Fairbanks
- 1.4 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.4.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum $\frac{1}{4}$ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Inspections:**
 - 2.2.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
 - 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.
- 2.3 **Acceptance:**
 - 2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected.
- 2.4 **Delivery Receipt:**
 - 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced

thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 4.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this class, that daily rental fee is determined to be \$50.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 EQUIPMENT RELIABILITY:

- 5.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.
- 5.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
 - 5.2.1 .90 (90 percent) RR during any consecutive 12-months (365 days) during the warranty period.
 - 5.2.2 .75 (75 percent) RR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
 - 5.2.3 A RR below the state percentages does not meet minimum reliability requirements for state owned equipment.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide:
 - 6.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 36 months (three years)/36,000 miles (whichever comes first), from the date the unit is placed in service at the assigned location.
 - 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 6.1.3 Powertrain Warranty on pursuit rated vehicles for 60 months (five years)/100,000 miles (whichever comes first).
 - 6.1.4 Powertrain Warranty on non-pursuit rated vehicles for 60 months (five years)/60,000 miles (whichever comes first).
 - 6.1.5 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

- 6.1.6 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
- 6.1.7 Warranty on Attachments: Same as Standard Warranty Package.
- 6.1.8 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

6.2 Warranty Claims:

- 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

6.3 Warranty Performed by Vendor:

- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

6.4 Authorized Warranty (Contractor/Bidder):

- 6.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair

work.

Provide name and address for each Authorized Warranty Dealer for each location.

- (*) Kendall Ford, 2701 E Mountain Village Dr., Wasilla, Alaska 99654
- Seekins Ford, 1625 Seekins Drive, Fairbanks, Alaska 99701

Provide contact name and contact information for Warranty Administrator:

- (*) Seekins Ford, Tim Edsell 907-459-4000
- Worthington Ford, Brooks Axt, 907-276-5300
- Kendall Ford, 907-376-5656

Provide documentation of factory certified and trained personnel:

- (*) Ford technicians are trained and certified

6.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).

6.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.5 Factory Recall:

6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

7.0 REPAIR ORDERS AND DOCUMENTATION:

7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

8.0 PUBLICATIONS:

8.1 Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.

8.1.2 Electronic publications may be requested.

8.2 Standard OEM Owner's Manual

8.3 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.

9.0 STATEMENT OF ORIGIN: The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #318
Anchorage, Alaska 99508

10.0 WEIGHT VERIFICATION SLIPS: If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 PRICE:

- 11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for model year. All price increases or decreases must remain firm for the following model year.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
- 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
- 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
- 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
- 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
- 11.5 **Manufacturer's Rebate (Incentives):**
- 11.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

12.0 REPLACEMENT PARTS AND REPAIRS:

- 12.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 12.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 12.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 12.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
- 12.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
- 12.4.2 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. **Cores returned within 12 months of original invoice date will receive full core credit.** Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
- 12.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

SECTION II
STANDARD TERMS & CONDITIONS

- 1.0 COMPLIANCE:** In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- 2.0 SUITABLE MATERIALS, ETC.:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- 3.0 FIRM OFFER:** For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- 4.0 EXTENSION OF PRICES:** In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- 5.0 CONSOLIDATION OF AWARDS:** Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "INSTRUCTION TO BIDDERS", "FILING A PROTEST" above.
- 6.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 7.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 8.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 9.0 FORCE MAJEURE (Impossibility to perform):** The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- 10.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 11.0 DEFAULT:** In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- 12.0 DISPUTES:** If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 – 632.
- 13.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical

SECTION II
STANDARD TERMS & CONDITIONS

products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

- 14.0 SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 15.0 GOVERNING LAW; FORUM SELECTION:** A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 16.0 NEW EQUIPMENT:** Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.
- 17.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.
- 18.0 INSPECTION:** Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
- 19.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 20.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 21.0 ITEM UPGRADES:** The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- 22.0 DELIVERY TIME:** The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).
- 23.0 DELIVERY CONFIRMATION:** Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.
- 24.0 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED:** Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.
- 25.0 CONTINUING OBLIGATION OF CONTRACTOR:** Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the

SECTION II
STANDARD TERMS & CONDITIONS

contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

- 26.0 ESTIMATED QUANTITIES:** The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.
- 27.0 SERVICE CHARGES:** Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.
- 28.0 PARTS:** Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.
- 29.0 COMPLETION OF SERVICE:** The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.
- 30.0 SERVICE TECHNICIAN QUALIFICATIONS:** Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

- 31.0 WORKMANSHIP & MATERIALS:** All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.
- 32.0 CONTRACT CANCELLATION:** The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
- 33.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 34.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- 59.0 PAYMENT FOR STATE PURCHASES:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.
- 60.0 CONTRACT ADMINISTRATION:** The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.
- 61.0 SHIPPING DAMAGE:** The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will

SECTION II
STANDARD TERMS & CONDITIONS

provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

62.0 INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

SECTION III
SPECIFICATIONS

UNIT TYPE: *Ford Explorer, AWD, Police Interceptor*

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: Gas, 3.7L V6
 - 1.1 Gas, 3.5L Ecoboost V6 (priced as option)
- 2.0 Transmission: Automatic, 6-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater 41H
- 4.0 Brakes: To include anti-lock brake system, 4-wheel, Limited slip or locking rear differential
- 5.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk.
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 112.6 Inches
 - 6.3 Overall Length: 197.1 Inches
 - 6.4 Front license plate bracket (OEM Package 153)
 - 6.5 Privacy Glass, OEM
 - 6.6 Skid Plate Package (OEM Package 76D)
 - 6.7 Vinyl flooring, with removable floor mats
 - 6.8 Cruise Control and Tilt Steering
 - 6.9 Power windows and door locks
 - 6.9.1 Rear windows controlled by driver only
 - 6.10 Ford SYNC (OEM Package 53M) (priced as option)
 - 6.11 Reverse sensing system (OEM Package 76R) (priced as option)
 - 6.12 Rear View Camera Package (OEM Package 87R) (priced as option) (for clarification, this is intended to move the standard rear view camera package to the rear view mirror location as to not interfere with police equipment)
 - 6.13 Heated Mirrors (OEM Package 549)
 - 6.14 AM/FM Radio with CD
 - 6.15 Lighter and Ashtray:
 - 6.15.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.15.2 Ashtray to be lighted

SECTION III SPECIFICATIONS

- 6.15.3 To be wired independently of ignition switch
- 6.15.4 All rear ashtray compartments to be made inoperable
- 6.16 Front Tow Hooks
- 6.17 Trailer Towing Package with Class III Hitch, dealer installed (priced as option)
- 6.18 Supplemental restraint system for both driver and right front passenger
- 6.19 Seating: 5-passenger (including driver)
 - 6.19.1 Front bucket seats with no console, cloth only
 - 6.19.2 Vinyl rear bench seat
 - 6.19.3 Interior color to be dark grey
- 6.20 Keys and Door Locks:
 - 6.20.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.20.2 Rear handles to be inoperable with locks inoperable (OEM Package 68G)
 - 6.20.3 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit
 - 6.20.4 Remote Keyless-Entry key fob (w/o Keypad, less PATS) (OEM Package 595) (priced as option)
- 6.21 Hood:
 - 6.21.1 To have double safety latch with hood release inside car
 - 6.21.2 To have under hood light controlled by a mercury switch
 - 6.21.3 Hood to be non-reflective, flat black (priced as option)
- 7.0 Lighting:
 - 7.1 All interior lights and factory warning buzzers, such as: HEADLAMPS ON, SEAT BELT NOT FASTENED, KEY IN IGNITION, DOOR OPEN, DOOR AJAR, etc. to be deactivated OEM.
 - 7.2 Headlights to have shatterproof type lens or have protective shatterproof covers
 - 7.3 Front head lamp lighting solution (OEM Package 66A)
 - 7.4 Rear tail lamp lighting solution (OEM Package 66B)
 - 7.5 Spot Lamp – Incandescent Bulb: To be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. 51Y (priced as option)
 - 7.6 Dome Lamp – Red/White in cargo area (OEM Package 17T)
 - 7.7 Dark car feature - Ability to disable all interior and exterior automatic lighting (OEM Package 43D)
 - 7.8 Daytime running lights (priced as option) (for clarification purposes, this is listed as an option because typical units will require NOT having this feature)
 - 7.9 Traffic advisory feature (priced as option)
- 8.0 Miscellaneous:
 - 8.1 Tool Kit: To be equipped with wheel wrench and jack
 - 8.2 Aux Air Conditioning (priced as option)
 - 8.3 Road Ready Package (OEM Package 67H) (priced as option)

SECTION III
SPECIFICATIONS

- 8.4 Ballistic Door Panels, Driver Only (OEM Package 90D) (priced as option)
- 8.5 Ballistic Door Panels, Driver and Front Passenger, (OEM Package 90E) (priced as option)
- 8.6 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle
- 8.7 Delivery Inspection: All final inspections for compliance to specifications are conducted at FOB point

End of Specifications

SECTION IV
BID PRICE SCHEDULE

| | | | |
|-----|-----|--|-------------|
| 4a. | ea. | Ford Explorer, AWD, Police Interceptor | \$28,080.00 |
| | | 3.7L V6 | |
| | | Color: White w/Flat Black Hood | |
| | | Delivered to Anchorage | |
| 4b. | ea. | Ford Explorer, AWD, Police Interceptor | \$27,780.00 |
| | | 3.7L V6 | |
| | | Color: Random | |
| | | Delivered to Anchorage | |

Fuel Economy 3.7L V6 City/Highway: 16/21

Fuel Economy 3.5L EcoBoost V6, City/Highway: 16/21

Optional Pricing

| | |
|---|------------|
| 4c. Engine: 3.5L EcoBoost V6 | \$2,658.00 |
| 4d. Ford SYNC, OEM Package 53M | \$258.00 |
| 4e. Reverse sensing system, OEM Package 76R | \$240.00 |
| 4f. Rear View Camera Package, OEM Package 87R | Included |
| 4g. Remote keyless-entry key fob (w/o keypad, less PATS), OEM Package 595 | \$227.00 |
| 4h. Spot Lamp, OEM Package 51T | \$366.00 |
| 4i. Daytime running lights, OEM Package 942 | \$39.00 |
| 4j. Road Ready, OEM Package 67H | \$2,979.00 |
| 4k. Ballistic Door Panels, Driver Only OEM Package 90D | \$1,384.00 |
| 4l. Ballistic Door Panels, Driver and Front Passenger, OEM Package 90E | \$2,766.00 |
| 4m. Traffic advisory feature | NA |
| 4n. Trailer Towing Package with Class III Hitch | \$245.00 |

The actual F.O.B. point for all items purchased under this contract is Anchorage, Alaska

Required Delivery: Maximum **180 days** after receipt of order (ARO)

Publications: One (1) set, per Section I, paragraph 8.0

SECTION IV
BID PRICE SCHEDULE

| | | |
|--|---|---|
| <u>Cal Worthington Ford Lincoln</u> COMPANY SUBMITTING BID <u>On File</u> AUTHORIZED SIGNATURE <u>Ray Marcum</u> PRINTED NAME <u>7/24/2015</u> DATE | <u>431 Unga Street</u> ADDRESS <u>Anchorage, AK 99501</u> CITY, STATE, ZIP <u>907-793-8213/907-793-8255</u> PHONE/FAX <u>fleetoil@aol.com</u> E-MAIL ADDRESS | <u>955291</u> ALASKA BUSINESS LICENSE NO: DOES YOUR BUSINESS QUALIFY FOR PREFERENCES? [X] YES [] NO DOES YOUR BUSINESS QUALIFY FOR THE VETERANS PREFERENCES? [] YES [X] NO |
|--|---|---|

Revised 03/14/2012