



CITY OF NORTH POLE *Alaska*

MONDAY, JULY 3, 2017

Violations Committee 5:30 p.m. – 6:30 p.m.

Committee of the whole 6:30 p.m.

Regular City Council Meeting – 7:00 p.m.

MAYOR

Bryce Ward – Borough Rep
888-4444

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

Kevin McCarthy- Alt Dep Mayor Pro Tem	590-0800
Avery Thompson	388-5351
David Skipps	750-5106
Santa Claus	388-3836
Thomas McGhee – Mayor Pro Tem	455-0010
Doug Isaacson - Deputy Mayor Pro Tem	322-3133

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**
 - **Proclamations:**
 - Citizen of the Year: Dr. Peter Marshall, MD
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

None

12. New Business

- a. Approval of professional services agreement with Design Alaska for the Santa's Senior Center Remodel Project
- b. Authorization for Mayor to sign utility easement agreements for the water system extension project

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$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, June 19, 2017 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, June 19, 2017 to order at 7:00 p.m.

There were present:

Mr. McCarthy – Alt Dep Mayor Pro Tem
Mr. Isaacson - Deputy Mayor Pro Tem
Mr. Thompson
Mr. McGhee - Mayor Pro Tem
Mr. Claus
Mr. Skipps
Mayor Ward

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mr. McGhee

APPROVAL OF AGENDA

Mr. McGhee *moved to* **approve the agenda of June 19, 2017**

Seconded by Mr. Isaacson

DISCUSSION

None

Mr. McGhee *moved to* **consent the following items:**

Old Business:

- a. Ordinance 17-17, An ordinance of the North Pole City Council amending Title 2, Chapter 2.36.470, Personnel Code, Pay – F. Professional Development, within the North Pole Fire Department.

New Business:

- b. Authorization to use a Request for Proposals to solicit construction contractors for the water system extension project.
- c. Resolution 17-13, A Resolution of the North Pole City Council designating City official's authorization to sign on City of North Pole accounts.

Seconded by Mr. Isaacson

Discussion

None

On the amendment

PASSED

Yes: 7 – McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward
No: 0
Absent: 0

On the Agenda as amended

Discussion

None

PASSED

Yes: 7 – McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward
No: 0
Absent: 0

APPROVAL OF MINUTES

Mr. McGhee moved to approve the Minutes of June 5, 2017

Seconded by Mr. Isaacson

Discussion

None

PASSED

Yes: 7 – McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward
No: 0
Absent: 0

COMMUNICATIONS FROM THE MAYOR

- Presentation of 2016 draft audit by Kohler, Schmitt, and Hutchison
 - Mr. Gary Hutchison presented the draft audit. We are waiting for the PERS opinion from the state auditor. They have stated that should be available later this week. Once the state auditor provides that, the CNP audit can be completed.
- The Violations Committee will be meeting before the first meeting of every month in the Council Chambers starting at 5:30pm. The public is welcome to attend; we are hoping to have things wrapped up by August
- 4th of July Meetings are scheduled for the following dates until the event: June 26th. All meetings will be at City Hall at 6pm and go till 7pm. The public is welcome to attend. We are going to be at the High School for the festival location. We have chosen “My Town” as the theme this year, based on Montgomery Gentry’s song. Parade and Festival applications are available at City Hall.
- The access Alaska Youth were at City Hall last week for a mock meeting and an introduction to local government. We debated the budget cuts to the schools and the students voted to pass a resolution not supporting additional cuts. It was a great experience and we hope to do it again with the summer work programs next class.
- I was able to attend the Juneteenth event in Fairbanks, there was a lot of people and it was great to represent the City with the other mayors.
- The Governor will be in town on Wednesday for the signing of HB 23 at the Trooper Park at 1pm. It would be great to have members of the council present, I will be unable to attend as I have a FMATS meeting from 12-4.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Mr. McGhee thanked Mayor Ward for the opportunity to attend PACAF

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Dept., Chief Coon

- Hydrant testing will take place this year from July 10th through July 21st. Customers might see some slight discoloration in their water as the system gets flushed out.

- Hose testing continues this month as the department pressurizes, and inspects 100% of its fire hose.
- Firefighter Crane notified us that he has passed his written and practical's for his paramedic. Firefighter Crane is serving in the Guard and getting his training at no cost to the City of North Pole.
- Pump testing has been completed. All of our fire engines have been tested and passed. Chief Coon would like to thank Keith Harvey for allowing us once again the use of his gravel pit.
- The Fire Department Trailer is now ready to be moved. The contractor and C-shift have been working together to get it ready to go down the road. We should see some movement on this next month.
- Chief Coon and the department are looking forward to the Governor signing HB-23 at the park this Wednesday and hopes to see everyone there at the signing.

Police Dept., Chief Dutra

- Attended the Sitka graduation ceremony for Officer Tibbets graduation and he will be starting FTO this week. Received kudos and praises from Lt. Goeden.
- The station is being prepped to clean and paint and should be completed later this week. Gunderson Painting is doing the work and they are doing a good job and have been good to work with
- Archive room has been cleaned and hoping to electronically archive files in the near future.
- Door Lock system is progressing to the final stages
- Officer Brian Meyer on FTO phase 2
- Parade committee / planning – making sure we have a significant presence and will have a lot of people on duty
- Memorial Park – Governor Walker will be in town to sign HB23. Should be well attended and is a big deal and hopefully everyone can make it.
- Ticket sales – still have a lot of tickets left so we need to try and push sales for that
- Weber Inc is going to be doing the grass with Fairbanks Soil for the Memorial Park and that should begin soon after the signing.

Finance, Tricia Fogarty

- Happy to have audit completed
- We have quite a few businesses that haven't paid for their 2017 license. I quickly glanced at the list before this meeting. I will work with Sally to get the report cleaned up.
- I don't have financials for you tonight; I am still working on them. When they are completed I will have Judy email them to you.

- Three out of the four fireworks vendors have turned in their paperwork and paid for their permit and 2017 business license.

Director of City Services, Bill Butler

Building Department

- One new building permit issued – foundation only permit for Cross Way 4-plexes.
- Santa Claus House submitted permit application for an addition; State Fire Marshal permit could delay the project

Public Works

- Public Works focusing on landscaping.
- Community Development Block Grant for Santa's Senior Center Remodel Project.
 - Working with Design Alaska to generate an invitation to bid for a construction contractor.
 - Will submit for July 3 Council meeting to request to approve a professional services agreement with Design Alaska.
- Received a complaint from resident concerning landscaping issue addressed two years ago.
 - Informing Council in case you receive a direct complaint and you have background information

Utility Department

- Sulfolane lawsuit settlement agreement.
 - Recommendation before the Council this evening to approve use of a Request for Proposals vs. an Invitation to Bid to identify a construction contractor for the water system extension project.
 - Submitted three additional submittals for the RCA application; potential for an earlier than October 4 decision on the City's application.
- Last week Safeway Supermarket experienced a major service line break

Natural Gas Utility Board

- Confidential negotiations continue related to transferring Fairbanks Natural Gas to IGU.
- Search for a natural gas supplier continues.

Borough Representative

None

City Clerk's Office, Judy Binkley

- Hired a new records manager/archivist, Jennifer Sabinash and she will be starting 7/3.

ONGOING PROJECTS

None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)

None

OLD BUSINESS

Consented Agenda

NEW BUSINESS

Approval of tuition reimbursement for Officer Emily Gibson of the North Pole Police Department in the amount of \$576.

Discussion: McGhee, Claus

Public Comment

None

Mr. Isaacson *moved to* **approve the tuition reimbursement for Officer Emily Gibson**

Seconded by Mr. McGhee

PASSED

Yes: 6 – Isaacson, Skippis, Claus, Thompson, McCarthy, Ward

No: 1 - McGhee

Absent: 0

COUNCIL COMMENTS

Mr. McGhee – Everyone be safe this weekend. Will have lots of motorcycles in town

Mr. Isaacson – requested to be excused from 7/3 meeting. Congrats to administration on completion of the audit. To the Mayor, apologies for not being here for the 4th of July parade this year

Mr. Skippis – thanked the FF department for taking care of the car fire by his house

Mr. Claus – welcome to new city clerk and congrats to the retiring city clerk

Mr. Thompson – none

Mr. McCarthy – will try to attend the Governor signing HB-23 on Wednesday

Mr. McGhee *moved to* **adjourn the meeting at 8:04 p.m.**

Seconded by Mr. Isaacson

The regular meeting of Monday, June 19, 2017 adjourned at 8:05 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, June 19, 2017.

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley
North Pole City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Dr. Peter Marshall, MD is a practicing general practitioner in North Pole, Alaska; and

WHEREAS, Dr. Marshall graduated from the University of Arizona College of Medicine in 1973 and has been in practice for 44 years; and

WHEREAS, Dr. Marshall completed his residency at Mary Imogene Basset Hospital and specializes in family medicine; and

WHEREAS, Dr. Marshall began his solo practice of family medical care in North Pole in 1985 thus fulfilling his lifelong desire to be a family doctor in a small town; and

WHEREAS, Dr. Marshall endeavors to bring old fashioned values of compassion, loyalty, and accessibility to his medical practice. When necessary, he makes house calls with his vintage black medical bag in tow; and

WHEREAS, Dr. Marshall is a long time resident of North Pole and was awarded the 2017 #1 Reader's Choice award for physicians in the Fairbanks Daily News Miner; and


WHEREAS, Dr. Marshall has touched many lives in the community through his compassion and generosity, thus creating valued friendships with many of his patients; and

WHEREAS, Dr. Marshall, in his spare time, enjoys gardening, flying his small airplane, and learning about the flintlock Kentucky Rifles of our country's historic past.

Now, therefore I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Dr. Peter Marshall the 2017 4th of July Citizen of the Year and recognize him as the official Grand Marshall of the 4th of July Parade.


Bryce J. Ward, Mayor

ATTEST:


Judy L. Binkley
North Pole City Clerk



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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: May 19, 2017
Subject: Approval of professional services agreement with Design Alaska for the Santa's Senior Center Remodel Project

Recommendation

Accept Design Alaska's Professional Services proposal for Design and Construction Management services for the Santa's Senior Center Remodel Project for \$50,500 funded by a Community Development Block Grant. See attached proposal.

Background

The City received a Community Development Block Grant for \$718,093 that became effective June 1, 2017. The goal of the project is to renovate the city-owned building that provides space of the Santa's Senior Center. The building was constructed in the 1960s and served as a Post Office, City Hall and Fire House. The infrastructure in the building is aging; the building has been adapted to the seniors' needs, but it is not optimal to their needs; and maintenance and operations costs are the seniors' responsibility and are growing.

The grant application proposed using a design-build approach to help reduce costs and to accelerate the renovation of the building. The design-build concept is one where you do not have 100% design documents that you include in the invitation to bid (ITB). Instead, the ITB includes a conceptual design; construction requirements and the maximum available budget. Contractors' bids include their plan to satisfy the bid requirements within the available budget. This approach allows the contractors to proposed specifications and products that the City will assess when reviewing proposals.

When preparing the grant application, I discussed it with Design Alaska. Design Alaska assisted the City with the generation of a request for proposals for architectural services for the design of the City Hall and Police Department. I needed to include in the CDBG application a cost estimate for engineering assistance to generate the ITB for the design-build renovation of the Senior Center. Design Alaska provided a professional services agreement in November 2016 prior to the submission of the CDBG application.

Upon notification of the grant award, I contacted Design Alaska to see if they were still interested in providing the services in their November 2016 proposal. They were. To determine if the agreement

needed modification, Design Alaska has conducted two site visits in June to discuss with me the project; gather data on the building; and discuss with the Senior Center Board of Directors their priorities for the renovation. Based upon this information, Design Alaska said that their original professional services proposal's proposed work and budget are unchanged. Beyond assisting with developing the ITB, Design Alaska will assist with the review of the contractors' bids and provide construction management assistance during construction.

According to the City of North Pole City Charter, the Council may award contracts for professional services without competitive bidding. The Charter states:

LIMITATIONS ON CONTRACTUAL POWER:

Section 12.3.

(d) The Council may approve contracts for engineering, architectural, legal, medical and other professional services for the City without competitive bidding. Such contracts shall not exceed two (2) years, except for completion of work in progress under architectural or engineering contracts.

November 17, 2016



City of North Pole
125 Snowman Lane
North Pole, AK 99705

Attn: Bill Butler
Re: North Pole Senior Center- Proposal for Professional Services

Design Alaska, Inc. (Design Alaska) is pleased to submit this proposal for professional services to City of North Pole (Client).

THE PROJECT

Remodel the City of North Pole Senior Center to better accommodate the use of the space, reduce its maintenance, and improve its energy efficiency.

BASIC SERVICES

The scope of professional services proposed for this project is limited to:

Task 1 - Concept

1. Develop a renovation concept for the Senior Center in North Pole from the previously prepared North Star Engineering report. This will consist of drawings and narrative to describe the architectural and building systems the scope of work. The concept will be developed to fit into the available funding for the grant. A formal cost estimate will not be provided. Construction options will be identified so a contingency can be held and used if not needed for unforeseen conditions. We anticipate that the RFP responses will have a base bid and several options so the funds can be fully utilized. We anticipate it the response to a low bid (base plus any combination of options), to an upper limit, which we be unresponsive.
2. Investigate the site for hazardous materials that may be affected by the project scope. This includes a records review and sampling of materials for asbestos and lead based paint that may affect construction.
3. Develop a Design Build RFP to compete contractors for improvement to the senior center. It is assumed the city of North Pole will advertise the project and be the primary point of contact during the bidding phase. The City of North Pole standard documents will be reviewed and modified for appropriate terms and conditions suitable for the project. The bidding documents will be prepared by the City of North Pole. All printing of RFP documents will be by North Pole.
4. Answer question during the RFP process and conform the RFP documents as a basis of the construction contract for the successful bidder.

Task 2 – Construction Management

1. Review design submittals from the Design Builder for conformance with the RFP and code requirements. 2 review submittals for all disciplines are anticipated.
2. Provide City of North Pole plan review for the final signed drawings for conformance to code.
3. Review pay requests for the City of North Pole. Pay request review will be a verification of work installed to date. Any change order requests for unforeseen conditions will also be reviewed.
4. Attend construction coordination meetings once a month in coordination with the pay application. Inspect the construction at each visit.
5. Perform progress inspections before work is concealed. Anticipate one trip by architects, two by mechanical and one by electrical.
6. Substantial completion inspection by Architecture, Mechanical and Electrical.
7. Final inspection by Architect.
8. Review contractor 'redline' record drawings for completeness.

COMPENSATION

For the Basic Services rendered and covered Other Direct Costs (ODCs), Design Alaska will be compensated on a Lump Sum basis in accordance with the following schedule:

Task 1 Concept	\$37,500
Task 2 Construction Management	\$15,000
Total	\$50,500

ODCs covered by the lump sum fees for the Basic Services rendered are limited to reproduction and mailing expenses, hazardous materials sample laboratory testing costs, public authority document review fees, and any state or local taxes imposed where the Project is located.

Respectfully submitted,
Design Alaska, Inc.



Chris H. Miller, P.E.
President

Date: 11/17/16

Accepted by:
City of North Pole

By: _____

Authorized Signature

Title: _____

Date: _____

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

City of North Pole
Director of City Services

Memo

To: City Council
From: Bill Butler
Date: June 26, 2017
Subject: Authorization for Mayor to sign utility easement agreements for the water system extension project

Recommendation:

Authorize the mayor to sign utility easement agreements for the water system extension project.

Background

The water system extension project authorized by the sulfolane settlement agreement will include the installation of approximately 40 miles of water mains. The expanded water system will provide potable water to residential and commercial properties within the sulfolane plume and to a buffer zone. Engineering and design efforts have striven to place water lines in existing utility easements and road rights of way. The engineer anticipated that the project would need to acquire utility easements where there were no existing easements.

The right-of-way agent working for the project has identified 52 easements needed for the current water main routing. This number could change—increase or decrease—as the design documents proceed to 95% completion; for example, if a property owner will not grant an easement, the pipe alignment will need to be modified which could require acquiring additional easements.

The utility easements will be granted to the City of North Pole exclusively for utility easements. The City attorney reviewed and approved the language in the easement agreement. The only change she recommended was broadening the language from a restrictive water utility easement to instead be a utility easement. This broader language would enable the easement to be used by the City for sewer utilities should such a project arise in the future.

No City of North Pole nor North Pole Utility funds will be used to pay for the utility easements. Flint Hills Resources will transfer funding to the City to use to pay the individual property owners who agree to grant utility easements to the City.

Attached is the draft of the utility offer agreement.

June X, 2017

R&M No. 2445.02

Ronald R. and Alana W. Bergh
P.O. Box 70587
Fairbanks, AK 99707-0587

RE: City of North Pole Public Water System Expansion
Parcel No. 19

INFORMATION ONLY

Dear Mr. & Mrs. Bergh:

The City of North Pole (CONP) in conjunction with Flint Hills Resources Alaska, LLC, and the State of Alaska are in the process of expanding the existing CONP water utility. Construction of the water mains is planned for 2018 and the expanded water utility will be owned and operated solely by the CONP. The water utility will be located to the extent possible within existing utility and road rights-of-way. In those areas where existing rights-of-way are not available, additional public utility easements (PUE) must be acquired. R&M Consultants, Inc. has been contracted to acquire the necessary easements on behalf of the City of North Pole.

Because an existing right-of-way is not available near your property, we propose to acquire a [REDACTED] square foot public utility easement over your property. In exchange for the easement, compensation would be based on 25% of the per square foot value according to the latest Fairbanks North Star Borough (FNSB) assessment for your property. The 25% value is based on an easement that has minimal effect on landowner's continued use of easement area and is typical for such proposed real estate transactions. Once the utility is installed, you retain the right to use the easement area for any purpose that would not conflict with operation and maintenance of the utility. Using this valuation, our offer to purchase the PUE across your property would amount to \$ [REDACTED].

The easement value computation follows:

2017 FNSB Land Value for your lot/parcel = \$38,376
Total land area = 682,237 square feet (15.662 acres)
 $\$38,376 \div 682,237 = \0.06 or 6 cents per square foot
25% of xx = \$0.01 per square foot
Easement area of x,xxx square foot x \$0.01 per square foot = \$xxx

In addition to the offer to purchase based on the assessed value of your land, we also propose to offer an incentive payment. The purpose of this payment is to recognize both that your time is valuable and that the project will only be successful and stay on schedule if the utility easement acquisitions can be made in a timely manner. In light of this objective, we are able to offer an incentive payment of \$1000.00 in addition to the easement valuation if negotiations to obtain the easement can be concluded within 60 days of this letter's date. The total offer for this easement would be \$ [REDACTED].

I have included in this package are several informational documents including a recent title report and the FNSB Property Summary page that lists the current assessed value and size of your property. This assessed value and land area are the numbers that were used to compute the value per square foot of your property. Another document is the May 4, 2017 letter signed by the Mayor of North Pole authorizing R&M Consultants, Inc. to act as a right-of-way agent on their behalf and to enter into negotiations with landowners for the utility easements. We have also included several documents printed from the Department of Environmental Conservation website relating to water quality issues in the North Pole area. (dec.alaska.gov/spar/csp/sites/north-pole-refinery/)



R&M CONSULTANTS, INC.

212 Front Street #150
Fairbanks, Alaska 99701

phone: 907.452.5270
fax: 907.522.3403

If everything appears to be in order, all documents to be signed are enclosed. A brief description of the documents and additional steps necessary to complete the transaction follow:

Public Utility Easement. The PUE with attached parcel plat and legal description is the written document that will convey the easement crossing your property to the City of North Pole. Please sign the document and have your signature(s) notarized. *If you are signing for a business, trust, or partnership, a copy of the resolution that authorizes you to sign on its behalf is required. If you own the property as husband and wife, it will be necessary that both sign the easement document and have their signatures notarized.*

Memorandum of Agreement. A Memorandum of Agreement is provided for your signature. This document expresses our agreement in writing regarding the purchase of the easement. Please sign the document where indicated. Notarization is not required.

Form W-9. The City of North Pole is required to report acquisition payments on a Form 1099. In order to prepare the 1099, please fill out and sign the enclosed Taxpayer Identification Number and Certification Form W-9.

A postage paid envelope addressed to R&M Consultants Inc. has been included in your package. If you are satisfied with the documents as presented, please sign where indicated and have the easement signatures notarized. Return them in the postage paid envelope and we will submit them to the City of North Pole for review and approval. Upon approval, we will have the easement recorded and will return a copy to you along with your compensation payment.

If I can provide additional information, you may call me directly at 907- 451-4302 or email me at CParr@rmconsult.com. A toll free number is also available at 1-800-478-1733. Should you desire an in-person meeting to discuss project and acquisition issues, we can arrange to meet at your property, at our Fairbanks office or at a location of your choosing. I look forward to working with you to make this project a success for the North Pole community.

Sincerely,

R&M CONSULTANTS, INC.

INFORMATION ONLY

Charles L. Parr, SR/WA
Senior Land Consultant

Enclosures: As stated

INFORMATION ONLY

PUBLIC UTILITY EASEMENT

That in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Ronald R. Bergh and Alana W. Bergh, husband and wife, whose mailing address is P.O. Box 70587, Fairbanks, AK 99707-0587, hereinafter referred to as the GRANTORS, do hereby grant, bargain, sell, transfer and convey unto the CITY OF NORTH POLE, 125 Snowman Lane, North Pole, Alaska 99705-7708, a municipal corporation of the State of Alaska, hereinafter referred to as the GRANTEE, its successors and assigns, a perpetual easement to construct, maintain, repair, and use for public utilities, with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove underground, surface and/or overhead public utilities, including but not limited to water distribution system mains and sewer collection mains, and appurtenances over, across and through the land of the GRANTORS situated in the Fairbanks Recording District, State of Alaska, which easement and right-of-way is described in Exhibit "A" attached hereto.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTORS, heirs and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTORS, their heirs and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, GRANTORS have executed this instrument this _____ day of _____, 2017.

Ronald R. Bergh

Alana W. Bergh

INFORMATION ONLY

THIS IS TO CERTIFY that on this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ronald R. Bergh and Alana W. Bergh, the Grantors, known to me to be the identical persons who executed the foregoing instrument and who acknowledged to me that they signed the same freely and voluntarily, with full knowledge of its contents, for the uses and purposes therein mentioned.

[NOTARY SEAL]

After Recording Return to:
R&M Consultants, Inc.
212 Front Street #150
Fairbanks, AK 99701

EXHIBIT "A"

Insert metes & bounds description and parcel plat

INFORMATION ONLY



CITY OF NORTH POLE
MEMORANDUM OF AGREEMENT

PROJECT NAME: FLINT HILLS WATER SYSTEM CITY
OF NORTH POLE EXPANSION

PARCEL #: 19

AGREEMENT has been reached this _____ day of _____, 2017, between the owner or owners of the designated parcel or parcels and the **CITY OF NORTH POLE**, for the purchase of said parcel or parcels. The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Utility Easement Parcel	\$
Incentive Payment	\$ _____
Total Compensation	\$

Easement area purchased: **20' x ???'** (sq.ft.) (acres)

INFORMATION ONLY

Other Conditions:

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and /or payable, shall be paid by the owner or owners.
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The owner or owners hereby agree that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said owner or owners agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Director of City Services, City of North Pole.

Of the total amount of compensation hereinabove agreed upon, the sum of \$_____ shall be paid upon execution and delivery of a good and sufficient: ☒ Public Utility Easement ☐ Temporary Construction Easement.
Disbursement of funds will be made in the following manner:

Owner or Owners

Amount of Payment

Ronald R. & Alana W. Bergh
P.O. Box 70587
Fairbanks, AK 99707-0587

The terms of this Agreement are understood and agreed to by us and payment is to be made in accordance with the above.

CITY OF NORTH POLE
125 Snowman Lane
North Pole, Alaska 99705-7708

Owner and Owners

Ronald R. Bergh Date

By:
Right-of-Way Agent

Date

Alana W. Bergh Date

APPROVED FOR PAYMENT AS ABOVE

The Hon. Bryce J. Ward, Mayor
CITY OF NORTH POLE

Date

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

INFORMATION ONLY

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**LIMITED LIABILITY REPORT
ISSUED BY**

INFORMATION ONLY

***Yukon Title Company, Inc.
714 Gaffney Road
Fairbanks, Alaska 99701
(907) 456-3474***

The liability of Yukon Title Company, Inc. for loss sustained by R&M Consultants, Inc. is limited to the amount of the fee paid to Yukon Title Company, Inc.

ORDER NO.: Y101797-BH
RE: Water line project

To: R&M Consultants, Inc.
Via Email
Attn: Charlie Parr

According to the public records on the dated stated below, title to the herein described estate of interest was vested in the vestee named, subject to the matters shown as Exceptions herein which Exceptions are not necessarily shown in the order of their priority;

Dated: May 25, 2017 at 8:00 a.m.

YUKON TITLE COMPANY, INC.



Bobbi Hamilton
Authorized Signature

The estate or interest in the land hereinafter described or referred to is:

A FEE ESTATE

Title to said estate or interest at the date hereof is vested in:

Ronald Rolfe Bergh and Alana Wenholtz Bergh, husband and wife

INFORMATION ONLY

EXCEPTIONS:

1. **Reservations and exceptions** as contained in the U.S. Patent.
2. **Taxes due the Fairbanks North Star Borough.**
3. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded May 19, 1960 in Book 114 at Page 146. (Blanket Easement)
4. **Right-of-Way Easement**, including terms and provisions thereof, granted to **GOLDEN VALLEY ELECTRIC ASSOCIATION, INC.**, and their assigns and/or successors in interest, to construct, operate and maintain an electric transmission and/or telephone distribution line or system by instrument recorded August 3, 1960 in Book 118 at Page 71. (Blanket Easement)
5. **Easement for construct, reconstruct, operate, inspect, maintain, or remove lines of telephone and telegraph or other signal or communication circuits, consisting of such underground conduits, cable and other markers** and appurtenances thereto granted to **GLACIER STATE TELEPHONE COMPANY**, recorded February 28, 1983 in Book 296 at Page 146. (See instrument for area affected)
6. **Any effect of the notes** which appear on the plat of said subdivision.
7. **Easements** as delineated on the plat of said subdivision.
8. **Any bankruptcy proceeding not disclosed** by the acts that would afford notice to said land, pursuant to Title 11, U.S.C. 549 (c) of the Bankruptcy Reform Act of 1978 and amendments thereto.
9. **Occupant(s) or any parties** whose rights, interests or claims are not shown by the public records but which could be ascertained by an inspection of the land described above by making inquiry of persons in possession thereof, including but not limited to, any lien or right to a lien for services, labor or material theretofore or hereafter furnished.

NOTE: THIS REPORT IS RESTRICTED TO THE USE OF R&M CONSULTANTS, INC. AND IS NOT TO BE USED AS A BASIS FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID PROPERTY.



IMPORTANT - READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFORE, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT YUKON TITLE'S PRIOR WRITTEN CONSENT. YUKON TITLE DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT YUKON TITLE'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT YUKON TITLE WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. YUKON TITLE MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.



The land referred to in this Report is situated in the Fourth Judicial District, State of Alaska, and is described as:

Tract A of BERGH SUBDIVISION according to the plated filed December 22, 2003 as Plat No. 2003-142; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

INFORMATION ONLY

TABULATION OF TRANSFERALS

Owner: Ronald Rolfe Bergh and Alana Wenholtz Bergh

Address of Owner Per the Fairbanks North Star Borough Records: 1795 Willeda Street, North Pole, AK 99705

1. A. TYPE OF INSTRUMENT: Patent
 B. DATE OF INSTRUMENT: April 13, 1952
 C. DATE RECORDED: October 29, 1959
 D. BOOK/PAGE/INSTRUMENT NO. 106/398
 E. NAME OF GRANTOR: The United States of America
 F. NAME OF GRANTEE: Cline S. Koonz
 G. CONSIDERATION, IF ANY: None

2. A. TYPE OF INSTRUMENT: Warranty Deed
 B. DATE OF INSTRUMENT: September 30, 1966
 C. DATE RECORDED: October 3, 1966
 D. BOOK/PAGE/INSTRUMENT NO. 122/129
 E. NAME OF GRANTOR: Cline S. Koonz
 F. NAME OF GRANTEE: North Pole Lions Club
 G. CONSIDERATION, IF ANY: \$10.00

3. A. TYPE OF INSTRUMENT: Quit Claim Deed
 B. DATE OF INSTRUMENT: April 22, 1970
 C. DATE RECORDED: February 18, 1972
 D. BOOK/PAGE/INSTRUMENT NO. 268/488
 E. NAME OF GRANTOR: Thelma G. Koonz
 F. NAME OF GRANTEE: North Pole Lions Club
 G. CONSIDERATION, IF ANY: \$10.00

4. A. TYPE OF INSTRUMENT: Statutory Warranty Deed
 B. DATE OF INSTRUMENT: May 24, 1973
 C. DATE RECORDED: June 6, 1973
 D. BOOK/PAGE/INSTRUMENT NO. 274/125
 E. NAME OF GRANTOR: North Pole Lions Club
 F. NAME OF GRANTEE: Guy W. Hughes and Betty A. Hughes
 G. CONSIDERATION, IF ANY: \$10.00

INFORMATION ONLY

- | | | | |
|----|----|--------------------------|--|
| 5. | A. | TYPE OF INSTRUMENT: | Statutory Warranty Deed |
| | B. | DATE OF INSTRUMENT: | January 19, 1974 |
| | C. | DATE RECORDED: | January 25, 1974 |
| | D. | BOOK/PAGE/INSTRUMENT NO. | 277/514 |
| | E. | NAME OF GRANTOR: | Guy W. Hughes and Betty A. Hughes |
| | F. | NAME OF GRANTEE: | Ron Bergh |
| | G. | CONSIDERATION, IF ANY: | \$10.00 |
| | | | |
| 6. | A. | TYPE OF INSTRUMENT: | Quit-Claim Deed |
| | B. | DATE OF INSTRUMENT: | March 25, 1982 |
| | C. | DATE RECORDED: | April 30, 1982 |
| | D. | BOOK/PAGE/INSTRUMENT NO. | 256/862 |
| | E. | NAME OF GRANTOR: | Ronald Rolfe Bergh |
| | F. | NAME OF GRANTEE: | North Pole Speedway, Inc. |
| | G. | CONSIDERATION, IF ANY: | \$1.00 |
| | | | |
| 7. | A. | TYPE OF INSTRUMENT: | Quit-Claim Deed |
| | B. | DATE OF INSTRUMENT: | March 25, 1982 |
| | C. | DATE RECORDED: | April 30, 1982 |
| | D. | BOOK/PAGE/INSTRUMENT NO. | 256/864 |
| | E. | NAME OF GRANTOR: | Ronald Rolfe Bergh |
| | F. | NAME OF GRANTEE: | Ronald Rolfe Bergh and Alana Wenholz Bergh |
| | G. | CONSIDERATION, IF ANY: | \$1.00 |
| | | | |
| 8. | A. | TYPE OF INSTRUMENT: | Statutory Quitclaim Deed |
| | B. | DATE OF INSTRUMENT: | December 19, 2003 |
| | C. | DATE RECORDED: | December 23, 2003 |
| | D. | BOOK/PAGE/INSTRUMENT NO. | 2003-034128-0 |
| | E. | NAME OF GRANTOR: | North Pole Speedway, Inc. |
| | F. | NAME OF GRANTEE: | Ronald Rolfe Bergh and Alana Wenholz Bergh |
| | G. | CONSIDERATION, IF ANY: | \$10.00 |

Property Summary

INFORMATION ONLY

back to [Search Page](#)

PAN

0544761

PROPERTY PHYSICAL DESCRIPTION

TRACT A BERGH Previously assessed as 1S 2E 32 3229

NEIGHBORHOOD

2001 Old Richardson-Peridot

BUSINESS

PROPERTY CLASS

Residential

MILLAGE GROUP

0977 North Star Fire Service Area

MOST RECENT MILLAGE RATE

14.7660

STATUS

TAXABLE

FIRE SERVICE AREA

NORTH STAR FIRE S A

ADDITIONAL INFORMATION

[Building Details](#)

[View Property Location](#)

LAND AREA

Parcel

1 15.662 Acres

OWNER

ADDRESS

NAME

BERGH, RONALD ROLFE
BERGH, ALANA WENHOLZ

INTEREST

OWNERSHIP
CO-OWNER

SITUS ADDRESS

1795 WILLEDA ST

Documents

Documents are current as of 12-31-2016

The FNSB provides a link to view the recorded document at the State of Alaska Recorders Office through the instrument #. Current registered documents **not** showing may be seen at the State of [Alaska Recorders Office Search page](#). The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

DESCRIPTION	RECORD DATE	BOOK	PAGE	INSTRUMENT #
Quitclaim Deed	12/23/2003			2003-034128-0
Plat	12/22/2003			2003-033983-0

Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428.

YEAR	LAND	STRUCTURES ETC.	FULL VALUE TOTAL	EXEMPTIONS TOTAL	TAXABLE
2017	\$38,376	\$356,923	\$395,299	Data Pending	Data Pending
2016	\$38,376	\$344,990	\$383,366	\$170,000	\$213,366
2015	\$38,376	\$339,092	\$377,468	\$170,000	\$207,468
2014	\$38,376	\$340,051	\$378,427	\$170,000	\$208,427
2013	\$38,376	\$338,148	\$376,524	\$170,000	\$206,524
2012	\$38,376	\$350,418	\$388,794	\$170,000	\$218,794



CITY OF NORTH POLE

"Where the Spirit of Christmas Lives Year Round"

125 Snowman Lane • North Pole, Alaska 99705-7708
E-mail: mayor@northpolealaska.com • Website: www.northpolealaska.com

May 4, 2017

City Hall
907-488-2281
Fax: 907-488-3002

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

INFORMATION ONLY

Project: North Pole Water Distribution System Expansion
Subject: Authorization of Right-of-Way Agent

To Whom it May Concern:

The City of North Pole (CONP), in conjunction of Flint Hills Resources Alaska, LLC (FHRA) and the State of Alaska (SOA) are presently in the process of expanding the existing CONP drinking water utility. The expanded water utility will be owned and operated solely by the CONP. On April 7, 2017, CONP submitted a Notice of Application with the Regulatory Commission of Alaska to amend its Certificate of Public Convenience and Necessity for the expanded utility and has received a docket number U-17-020.

The water system expansion will require various easements, and permits, including right-of-way permits. Stantec Consulting Services, Inc. (Stantec) is the project engineer. R&M Consultants, Inc. (R&M) is the designated right-of-way agent for the project.

I Bryce J. Ward, Mayor, hereby grant, John F. Bennett, PLS, SR/WA and Charles L. Parr, SR/WA and other R&M staff as may be required, the authority to act as the project right-of-way agent for and on the behalf of the City of North Pole and in its name:

1. To apply for permits and rights-of-entry required for temporary access to perform preliminary engineering activities such as geotechnical drilling, design and land surveys, environmental investigations, appraisals and other field inspections.
2. To enter into negotiations with private individuals and corporations and public entities including but not limited to the University of Alaska, the Alaska Railroad Corporation, the Fairbanks North Star Borough, the Department of Transportation and Public Facilities and the Department of Natural Resources for the acquisition of long term real property interests including easements, fee estate, permits, licenses and leases.

All acquisition of real property interests and agency permits will be made in the name of the City of North Pole.

This authorization is limited to right-of-way activities related to the North Pole Water Distribution System project and will terminate upon completion of the subconsultant agreement between Stantec, Inc. and R&M Consultants, Inc. or may be terminated at the discretion of the Mayor. All acquisition documents and permits requiring acceptance signatures will be executed by the appropriate City of North Pole representative.

DATED this 4th day of May, 2017.

INFORMATION ONLY

CITY OF NORTH POLE

By: 
The Hon. Bryce J. Ward, Mayor

STATE OF ALASKA)
)ss. ACKNOWLEDGEMENT
FOURTH JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 4th day of May, 2017 before me, the undersigned Notary Public in and for the State of Alaska, personally appeared, Bryce J. Ward, known to be the Mayor of the City of North Pole and he acknowledged to me that he signed and sealed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official notarial seal on the day, month and year in this certificate first above written.



Notary Public in and for the State of Alaska
My Commission expires 1.23.21

Jamie Duncan

Summary of Settlement Agreement

Providing a Public Water System Expansion

North Pole, Alaska

INFORMATION ONLY

February 2017

The State of Alaska and City of North Pole reached a settlement with Flint Hills Resources Alaska (FHRA) to secure sulfolane-free drinking water for residents affected by releases of sulfolane from the former Flint Hills North Pole Refinery. Under the settlement, FHRA and the State will fund a significant expansion of the piped public water system, which will be owned and operated by the City of North Pole. This Fact Sheet summarizes key provisions of the settlement.

The settlement will protect human health by:

- Funding design and construction of a piped drinking water system to the area impacted by the sulfolane plume and to the projected future plume expansion area – this will provide a permanent supply of sulfolane-free drinking water; and
- Continued monitoring to assure protection from contaminants of concern both on and off the former refinery property.

Key Provisions:

1. The current City of North Pole water system will be expanded to extend city water to 656 currently occupied properties. The expansion area includes properties currently impacted by the sulfolane plume, which are in part within the city limits and in part outside the city limits, as well as to the following additional subdivisions, as those subdivisions are currently configured and populated: Garden, Riddle Estates, Poodle, Pine Stream, Steelhead and Sorores (see map last page).
2. Construction is anticipated for 2018 and operation may begin in 2019.
3. The costs for design and construction of the piped water distribution system are included in the agreement. For currently occupied properties, construction of service line connections and home hookups are paid for. Vacant lots are not covered.
4. FHRA will work with property owners to transition from alternative water systems to the planned public water system. Contact FHRA for details at (907) 488-0723.
5. Properties currently receiving alternative water supplies from FHRA will continue to do so until the piped water extension is available for connection.
6. In the event the sulfolane plume migrates beyond the expanded service area, provisions are in place to supply water to any additional impacted properties if sulfolane in a private drinking water well exceeds a protective level, currently set at EPA's Regional Screening Level of 20 parts per billion.
7. Groundwater monitoring will continue, as summarized in the 2017 Revised Onsite Cleanup Plan & Offsite Potable Water Plan fact sheet.

Project Cost Summary:

1. The project costs are based on a preliminary design estimate by Stantec Consulting Services, Inc., and are not to exceed \$100

- million. Stantec estimated a cost range of \$78.8 to \$92.7 million for the project.
2. Property owners will be given a \$2000 credit to assist the transition to city water. This credit should pay the water bills for the average residential consumer for approximately three years (based on average water usage rates for the City of North Pole).
 3. The settlement includes a \$1 million Operations Fund to the City of North Pole to fund the initial operation and maintenance of the finished pipeline system and a payment of \$2.7 million to the City of North Pole for litigation expenses.

4. Interim allocation for funding the project is split with FHRA paying 80% and the State of Alaska paying 20%. This interim allocation is not an apportionment of responsibility and may change pending continued litigation against Williams, the former refinery owner. The State of Alaska portion of the interim funding is subject to legislative appropriation.

The settlement resolves claims between the City of North Pole, the State of Alaska and Flint Hills. However, the parties' claims against Williams remain with a trial set for May 2017.

For more information, please contact:

DEC/State of Alaska – Jim Fish: (907) 451-2117
City of North Pole – Bill Butler: (907) 488-8593
FHRA – Groundwater Office: (907) 488-0723

INFORMATION ONLY

We Want Your Feedback

The Alaska Department of Environmental Conservation is accepting remarks on the
2017 Revised Onsite Cleanup Plan and the **Offsite Potable Water Plan**
until
5 p.m. on March 27, 2017

Please provide your remarks at the Open House on February 25th or
Send them to:

Jim Fish
Environmental Program Specialist and Project Manager
ADEC Contaminated Sites Program
610 University Dr., Fairbanks, AK 99709
james.fish@alaska.gov



Flint Hills' North Pole Refinery Contaminated Site

INFORMATION ONLY

Frequently Asked Questions

2/10/2017

How do the agreement and expanded water system protect the people of North Pole?

- Residents and businesses can now be assured that both health and economic considerations caused by the impact of sulfolane contamination have been addressed through a permanent, sulfolane-free drinking water solution.
- DEC's first and most important consideration has always been protection of human health. This agreement is a binding commitment to provide sulfolane-free drinking water now and into the future.
- The expanded water system will address homes already impacted and those that may be impacted in the future.
- Water from a public system is regularly tested. While current alternate water systems have provided safe drinking water; piped water is a more convenient solution and removes long-term maintenance issues from property owners.

What areas/neighborhoods are covered by the expansion?

- The planned expansion will extend city water to 656 parcels of land, including all properties currently impacted by the sulfolane plume both inside and outside of the City of North Pole, plus the Garden, Riddle Estates, Poodle, Pine Stream, Steelhead, and Sorores subdivisions.
- While the sulfolane plume is not expected to migrate beyond the piped water expansion; if it does, provisions are in place to supply water to additional properties.

How will the transition from my current water system to the new piped water system proceed?

- Flint Hills Resources will work with affected property owners to transition to the piped water system. Alternative water systems already in place will continue to be maintained during the transition to a piped water system.

What are the next steps for North Pole residents participating in the transition?

- The City of North Pole will contract with qualified third parties for the engineering, procurement and

construction of the piped water system. Right-of-Way acquisition activities will begin in 2017.

Who will pay for the piped water system and installation?

- Per this agreement, Flint Hills assumes the majority of the cost for the new piped water system under an interim cost allocation. As a former land owner, the State is funding a portion of the water system expansion via a Settlement Fund. The interim cost allocation may change pending continued litigation with Williams, a former refinery owner.
- Residents and businesses will not be responsible for any costs associated with installation of the system or their home hookup. Also included in the agreement, payments will be provided to assist transitioning of properties currently on alternative water to the piped water system.
- Jeff Cook is Flint Hills' contact for questions regarding the transition: 907-687-8767, cook1@gci.net.
- The safest way to distribute sulfolane-free water is via a piped water system, and the State recommends its use. It should be noted there is no current requirement for properties outside the city boundary to connect to the public system.

What are the details of the water system expansion?

- The City of North Pole will own and operate the expanded water system. The City is not annexing any properties in this expansion.
- The City will contract with qualified third parties for the engineering, procurement and construction of the piped water system.
- The new water system is planned to be operational in 2019. Planning stages are underway and construction is anticipated to begin in 2018.
- The safest way to distribute sulfolane-free water is via a piped water system, and the State recommends its use. It should be noted there is no current requirement for properties outside the city boundary to connect to the public system.

How will DEC continue their regulatory oversight of contamination associated with the former North Pole Refinery?

- DEC continues regulatory oversight on and off the former refinery property. While this agreement focuses on eliminating the exposure pathway, the agreement also includes the following provisions:
 - The 2017 Revised Onsite Cleanup Plan governs monitoring and remedial actions on the former refinery property.
 - The Offsite Potable Water Plan governs continued monitoring of the offsite sulfolane plume.
 - Land use controls on the refinery property restricting property use, groundwater use, and public access continue to be in place to protect the public.

Does the agreement set a cleanup level for sulfolane?

- While this agreement focuses on protecting human health by eliminating the exposure pathway, it does not set a cleanup level.
- Research at the National Toxicology Program (NTP) continues to address critical unknowns regarding the toxicity of sulfolane, particularly the effects from long-term exposure to sulfolane in drinking water.

What is included in the update to the Onsite Cleanup Plan (2017 Revised Onsite Cleanup Plan)?

- Land use controls remain in place to protect people on the refinery from exposure to remaining contamination.
- Excavation of contaminated soil governed by the 2014 Onsite Cleanup Plan has been completed. A soil management plan is in place to control exposure to remaining areas of soil contamination on the refinery.
- The onsite groundwater treatment system is being phased out. Although some sulfolane is anticipated to migrate off the refinery property once the system has been shut down, it is not expected to significantly impact the offsite plume.
 - Intensive monitoring will be performed to evaluate the impacts of turning off the system.
- Intensive data reviews will be performed after one year, five years, and ten years of monitoring and will look at contaminant migration and trends.
- DEC regulatory oversight will continue to ensure the provisions of the settlement continue to be met, and Flint Hills is prepared to resume active treatment, if needed.

How does this agreement address pending legal claims?

- The agreement to install the piped water system resolves claims between the City of North Pole, the State and Flint Hills. However, the parties' claims with Williams remain, with a trial set for May of this year

How can the public stay involved?

- **Stay informed:**
 - DEC's Sulfolane Project website will continue to provide current information on the sulfolane project: <http://dec.alaska.gov/spar/csp/sites/north-pole-refinery>
 - DEC Director of Spill Prevention and Response: Kristin Ryan, 907-269-7604, kristin.ryan@alaska.gov
 - DEC Site Project Manager: Jim Fish, 907-451-2117, james.fish@alaska.gov
 - Flint Hills contact: Jeff Cook 907-687-8767, cook1@gci.net
 - City of North Pole: Bill Butler 907-488-8593, bill.butler@northpolealaska.org
 - Stay informed on DEC's electronic email and mailing lists where new information, newsletters, fact sheets, and announcements are distributed.
- **Attend the Open House and any future meetings**
 - DEC and Flint Hills are holding a joint:

Open House at the
North Pole Plaza Mall

(note location change from previous notices)
on **Saturday, February 25, from 2:30-4:30 pm**,
to provide information to the public and solicit
comments and questions.

- Information on the piped water system and the sulfolane project will be provided, including fact sheets, maps, plans for both onsite and offsite anticipated work.
- Experts from DEC, Department of Health and Social Services, Flint Hills, and the City of North Pole will be available to answer questions.

For more information on the sulfolane investigation, its history, documents, maps and frequently asked questions, please see DEC's website at

<http://dec.alaska.gov/spar/csp/sites/north-pole-refinery>
Or call 451-2117

**Alaska Department of Environmental Conservation
Division of Spill Prevention and Response
Contaminated Sites Program**

INFORMATION ONLY

WELL WATER VS. CITY WATER COST COMPARISON



February 2017

Which is more expensive, city water or private well water?

Comparing the cost of a well water system to a city water connection is not straightforward, because there are different types of costs incurred at different times throughout the life cycle of the water system. This fact sheet discusses the differences and compares the cost of each system for a typical household in North Pole, Alaska. For comparison, costs are based on a three person household.

In a private well water system: the upfront cost of installing the well, pump, and other associated components is the primary expense. However, even if you purchase a property that already has a water well, there are also maintenance costs throughout the life of the home. These maintenance costs include replacing well pumps, pressure tanks, heat trace, and the water treatment system. The pump, pressure tank and treatment system are each expected to last 15 years before needing replacement. Additionally, the well itself may eventually need replacement.

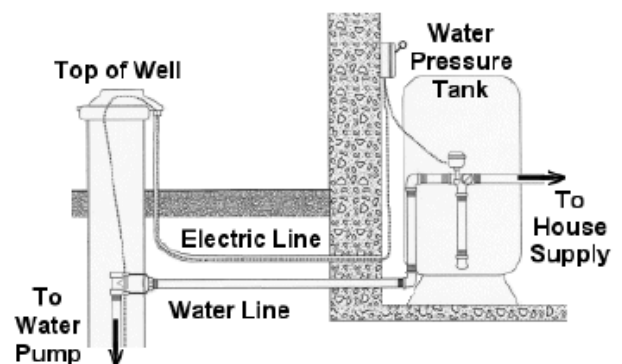
The owner of a water well system is also responsible for ensuring an uninterrupted water supply for the household. A power outage will cause an interruption in water supply, unless the owner has a backup generator. Failure and subsequent replacement of the well components can also cause an unexpected interruption in water supply.

Another consideration in a well water system is the quality of the water; natural well water is often high in iron and other minerals and may cause discoloration of clothing and appliances. It may also have an unpleasant taste. Testing well water quality to ensure there is no impact from septic systems or other potential contamination has a cost and is the responsibility of the well owner.

In a city water system, the primary expenses are the initial connection, the monthly water usage bill, and power for the circulating pump. The city water system has backup generators in case of a power outage and is tested regularly to ensure it is free of contaminants. The water quality results are available for review by the public.

What is a typical well water system?

Primary components of a well water system are the well, an electric water pump, a heat-traced water line to the house, a pressure tank, and a treatment system. A simple configuration is shown in the figure to the right. For this analysis, a typical well is assumed to be 50 to 150 feet deep, has moderate levels (greater than 7 parts per million) of iron, has hard water, uses a ½ horsepower submersible pump, has a 50 gallon pressure tank with a control system, is 50 feet from the house and has 1" copper piping lined with heat trace.



What is a typical city water connection?

The primary components of a city water system are the piping to connect the house to the city water main, the water usage meter, and the circulation pump. For this analysis, a typical connection is considered to be located 150 feet from the city water main, uses 1" copper piping, and has a ½₅ horsepower circulation pump that runs continuously for 6 months to prevent freezing and maintain positive pressure. The pump is expected to last 15 years before needing replacement.

INFORMATION ONLY

What are the operation and maintenance costs?

The operation and maintenance costs over a 15-year period were estimated for both a well water system and a city water system. Table 1 summarizes annual costs for a water well system, assuming use of a water softener and iron filter, annual standard water quality testing, and some minor basic well repairs. Table 2 summarizes annual costs for water provided by a city water connection. Table 3 provides periodic maintenance costs for both types of systems; these costs would be expected to be needed approximately every 15 years.

The cost information from Tables 1 through 3 is reviewed below:

- The total estimated annual cost for a water well is approximately \$925 versus \$624 for city water.
**Note that, under the Settlement Agreement between the City of North Pole, Flint Hills Resources Alaska, and the State of Alaska, owners of non-vacant lots will be given a \$2,000 credit to assist the transition to city water. This credit should pay the water bills for approximately 3 years (based on average usage rates for the City of North Pole).*
- Over a 15-year period, and not considering the \$2,000 subsidy, the total operating and maintenance costs for a well water system are approximately \$18,000 and the costs for a city water system are approximately \$10,160.

Table 1: Annual Water Well Operation and Maintenance Costs

	Annual Cost	Basis
Electricity for water pump	\$19	50,000gal/year = 0.1gpm @ 12gpm well = 0.2hr/day, 0.5hp pump = 0.373kWh --> 0.075 kWh/day
50' of heat trace	\$288	5 watts/foot
Salt for softener system	\$128	40lb/bag, 16 bags/yr, \$8/bag
Filters to remove iron	\$240	2 filters/mo -->24 filter/yr
Water quality testing	\$150	1 sample tested for total coliforms, arsenic, nitrates
Miscellaneous Repairs	\$100	Cap on well cover, disinfection chemicals, additional testing, leak repairs, casing crack repairs, etc.
Total estimated annual costs	\$925	

Table 2: Annual City Water Operation and Maintenance Costs

	Annual Cost	Basis
Electricity use of circulation pump	\$24	Continuous operation for 6 mo, 1/25 hp= 0.03 kWh for 4320 hr
Base monthly charge	\$60	\$5/month base monthly rate * 12
Water usage rate	\$471	Average household usage of 2,300 gallons at \$0.01705/gal hr = \$39.215/month * 12
FRR (Facility repair and replacement rate)	\$69	\$5.75/month FRR
Total estimated annual costs	\$624	

INFORMATION ONLY

** Per the Settlement Agreement between the Flint Hills Resources, the State of Alaska, and the City of North Pole, property owners will be given a \$2,000 credit to assist the transition to city water. This credit should pay the water bills for approximately 3 years (based on average usage rates for the City of North Pole).*

Table 3: Periodic Maintenance Costs (Approximately every 15 years)

	Cost	Description
City Water		
Circulating pump replacement - Pump	\$300	Grundfos 1/25 hp Comfort Series recirculation pump
Circulating pump replacement - Labor	\$500	4 hr @ \$125
Total Periodic Maintenance Cost (every 15 years) – City Water	\$800	
Water Well		
Pump replacement - Pump	\$700	Myers Predator series, 0.5 hp, 12gpm, submersible, 230V
Pump replacement - Labor	\$250	2 hr @ \$125/hr
Pump replacement - Drop pipe	\$75	50' @ \$1.5/ft
Pressure tank	\$600	Myers 50 gal, steel, vertical
Tank replacement-Labor	\$500	4 hr @ \$125/hr
Filter and softener system replacement with installation	\$2000	treat >7ppm iron, medium flow
Total Periodic Maintenance Cost (every 15 years) – Water Well	\$4,125	

Source of Information

Cost information that was used to complete this analysis was gathered from local sources. The water well costs came from a 2011 Fact Sheet that compiled information from the following sources: Northern Drilling, Inc., Mr. Electrician, EcoWater, Alaska Water Systems, Northern Lights Services, Bud Howell Excavators, Golden Valley Electric Association, and Analytica Labs. Additional information on the requirements of pumps, tanks, wiring, fittings, aquifer depths, treatment requirements, and typical well maintenance were gathered from the United States Environmental Protection Agency and the Alaska Department of Environmental Conservation data. The city water costs came from the North Pole Municipality Public Works Department.

From: [Bryce Ward](#)
To: [Bill Butler](#); [Kathy Weber](#); [Judy Binkley](#)
Subject: FW: Item for July 3 City Council meeting
Date: Monday, June 26, 2017 7:30:40 PM

Please place in the packet as backup for the easement memo authorization request. Thank you

Bryce J. Ward
Mayor
City of North Pole, Alaska
Office 907-488-8584
Cell 907-888-4444
www.Northpolealaska.com

From: Rene Broker [mailto:reneb@alaskalaw.com]
Sent: Monday, June 26, 2017 1:42 PM
To: Bryce Ward
Subject: RE: Item for July 3 City Council meeting

Mayor Ward,

The June 26, 2017 Memorandum seeks City Council authorization for the Mayor to negotiate and sign approximately 52 easements needed for water system extension project. Although the actual number of the easements and the total amount (to be expended from the Flint Hills Settlement funds) is currently uncertain, the council would, if adopted, essentially be authorizing you to negotiate and sign the easements necessary to complete the water system extension project. These easements should materially follow the submitted draft easement. The Council should be aware, however, in making this authorization that easement terms are subject to change during the negotiation process. Accordingly, if the Council wishes to place any specific limits on this authority they should condition the authority as they deem appropriate.

In my opinion, this complies with City of North Pole Charter 12.1 vesting the power to authorize the making of City contracts with the Council.

Rene Broker
CSG, Inc.
714 Fourth Avenue, Suite 200
Fairbanks, AK 99701
907-452-1855 FAX 907/452-8154

From: Bryce Ward [<mailto:Bryce.Ward@northpolealaska.org>]
Sent: Monday, June 26, 2017 11:02 AM
To: Rene Broker <reneb@alaskalaw.com>
Subject: FW: Item for July 3 City Council meeting

From: Bill Butler
Sent: Monday, June 26, 2017 10:55 AM
To: Judy Binkley
Cc: Bryce Ward
Subject: Item for July 3 City Council meeting

Judy:

Attached is an item to be included on the July 3 City Council agenda. Suggested title: "Authorization for Mayor to sign utility easement agreements for the water system extension project".

Thanks,

Bill

William Butler
Director of City Services
City of North Pole
125 Snowman Lane
North Pole, AK 99705
Tel. 907-488-8593
Fax. 907-488-3002