



CITY OF NORTH POLE
Regular Meeting March 5, 2018
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, March 5, 2018
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.

MAYOR

Bryce Ward
888-4444

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

Avery Thompson – Mayor Pro Tem	388-5351
David Skipps – Deputy Mayor Pro Tem	750-5106
Aino Welch – Alt Dep Mayor Pro Tem	488-5834
Santa Claus	388-3836
Doug Isaacson	322-3133
Sharon Hedding	488-9075

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

10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

12. New Business

- a. Request to Accept the Professional Services Proposal for Construction Administration Services, 2nd Authorization for the North Pole 2018 Water System Expansion Project.
- b. Request to Approve Two Right-of-Way Utility Easements with the Fairbanks North Star Borough that are in Support of the 2018 North Pole Water System Expansion Project.
- c. VA 001-18 Santa Land Section Line Easement Vacation – A Request by Northland Surveying & Consulting, LLC, on Behalf of SCH Inc., to Vacate a Portion of the Section Line Easements Within Lot 1-G, Santa's Village and Tract 2 Santa Land as Shown on the Preliminary Plat for Santa Land First Addition, Within the E ½ Section 9 and the SW ¼ Section 10, T2S R2E FM (located off Saint Nicholas Drive and E Fifth Avenue).
- d. Ordinance 18-01, An Ordinance of the North Pole City Council Adding Chapter 01 Garbage and Refuse to Title 7 Health and Safety.
- e. Ordinance 18-02, An Ordinance of the North Pole City Council Adding Chapter 02 Public Hazards to Title 8 Health and Safety.
- f. Ordinance 18-03, An Ordinance of the North Pole City Council Adding Chapter 03 Animal Nuisances to Title 8 Health and Safety.
- g. Ordinance 18-04, An Ordinance of the North Pole City Council Amending Chapter 04 Nuisances, Title 8 Health and Safety.
- h. Ordinance 18-05, An Ordinance of the North Pole City Council Adding Chapter 05 Alarms to Title 8 Health and Safety.
- i. Ordinance 18-06, An Ordinance of the City of North Pole, Alaska to Amend Title 1, by Updating General Penalties and Including a Surcharge Section and a Minor Offense Fine Schedule.
- j. Ordinance 18-07, An Ordinance of the North Pole City Council Removing Title 9 Public Peace, Morals and Welfare Chapter 9 Alarms.
- k. Ordinance 18-08, An Ordinance of the North Pole City Council Removing Title 15 Buildings and Construction Chapter 15.58 Code for Abatement of Dangerous Buildings.

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, February 5, 2018 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, February 5, 2018 to order at 7:05 p.m.

There were present:

Avery Thompson – Mayor Pro Tem
David Skipps – Deputy Mayor Pro Tem
Aino Welch – Alt Dep Mayor Pro Tem
Santa Claus
Doug Isaacson
Sharon Hedding

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mr. Isaacson

APPROVAL OF AGENDA

Mr. Thompson *moved to approve the agenda of February 5, 2018*

Seconded by Mr. Skipps

DISCUSSION

None

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

New Business:

- b. Resolution 18-02, A Resolution of the City of North Pole City Council in Support of Legislation to Facilitate Implementation of an Alaska Ground Emergency Medical Transport Supplemental Reimbursement Program in Alaska.
- c. Liquor License Renewal for Carr-Gottstein Foods Co. dba Oaken Keg Spirit Shop #1821.

Seconded by Ms. Welch

Discussion

None

On the amendment

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

On the Agenda as amended

Discussion

None

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. Thompson *moved to* approve the Minutes of January 16, 2018

Seconded by Mr. Skipps

Discussion

None

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- Was able to attend the wood burning meeting/air quality meeting that took place on the 30th at the library. It was standing room only. It did get a little heated at times. If there's anything to take away from the discussion, it's that we are really going to have to think outside the box on coming up with a solution.

- “Budgets and Brats” on Thursday the 8th. FEDC will take a look at the State budget and it will be presented by Professor Gunnar Knapp. It will be at the Westmark and I encourage you to attend. It was a great presentation last year and I’m sure it will be great this year.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Dept., Chief Coon

- Captain Haywood filled in for Chief Coon.
- Both Chief Coon and DC Heineken are in Juneau for the leadership conference. Focus is GMET.
- As of last week, we are fully staffed.
- Have seen an uptick in chimney fires. Here at NPF, we have chimney brushes that the community can check out and use.

Police Dept., Chief Dutra

- Demolition of the old Detective office and painting and renovation are complete. This was a team effort. We saved the City \$5,000 by doing this in-house. Feel free to come by and check out the finished product.
- Lieutenant oral boards/testing will be this week. Decision should come out after backgrounds and final testing. We had 6 applicants which was whittled down to 4. All good folks – we will do just fine with whichever one comes out on top.
- We received our 2005 F250 evidence van – less than 20,000 miles on it for free. We will outfit this rig for crime scene response. Will make a huge difference in cold weather and other scenes.
- We have selected an Administrative Assistant. Her name is Alison and she will be at the next Council Meeting. Out of 24 applicants, it wasn’t an easy choice.
- Officer Meyer is now off FTO and on patrol. It has taken him 7 months or so with the academy.
- ALiCE training – our first community wide event at West Valley High School was a hit. Over 100 folks showed up and it went great. Please come to our North Pole Middle School presentation on the 15th at 6pm. I will be presenting. You should see the PSA with our great Mayor. We have donated \$500 to help boost play time. **Ms. Welch** asked if the principals that attended are instructors now. Chief Dutra replied that yes, they are. **Mr. Isaacson** asked if the February 15th presentation is for everyone and where the location is. Chief Dutra replied that it’s open to all and the location has been changed from NPHS to NPMS. **Mayor Ward** asked what time the training would begin. Chief

Dutra replied it starts at 6pm.

- ALiCE presentation by me at Mt. McKinley Bank on Wednesday to the North Pole Rotary as well as Troop 49 at Midnight Sun Elementary.
- ALiCE instructor course – we had 50 in attendance and all the principals are stoked and ready to go.
- The new patrol cars have been ordered. The new video systems will be installed into last year's cars in the next couple weeks.
- Grants – I filed \$208,000 worth of DHS grants this last week. These projects include shelter for DHS equipment, cameras for the PD and City Hall, OT for 2019 AS, radios for PD and FD (portables and mobile).

Finance, Tricia Fogarty

None

Director of City Services, Bill Butler

Building Department

- No new building permits issued since the beginning of the New Year.

Public Works

- Ice storm on January 16th contributed to ice road conditions throughout the City.
 - Our snow plow contractor has a serrated ice blade and Cody had him plow the entire City to help improve road safety.
 - I plan to include a future invitation bid for snow plowing contractors that they must have a serrated blade available to be considered as a contractor.
- Cody is on leave for most of February, so Public Works has just one staff member available.

Utility Department

- Sulfolane settlement.
 - HDPE pipe is scheduled to be delivered today for the winter construction work.
 - Surveying for brush clearing and planned pipe locations began today in Zone 1 (12 Mile Village) and Zone 2 (City properties north of the Richardson Highway).
 - Project schedules, maps and announcements will be posted on the City website (see “Our Community – Projects Around Town” for the latest postings.)
 - Project Open House is scheduled for Saturday, February 24th from 2-4:30pm at the North Pole Plaza Mall.
- Water main break near the intersection of 5th Avenue and the Old Richardson Highway.
 - Cold temperatures made excavating the leak impractical.

- The complexity of the dig caused the Utility staff to only use the Jet-Vac truck to prevent damaging other buried utilities.
- Cold temperatures quickly caused freezing in the Jet-Vac truck and that prevented the staff from securely reclosing the discharge hatch after emptying.
- Because the leak is not impacting a city street or private property, the Utility is taking a “wait and see” approach and waiting for warmer temperatures before trying again to repair the water main leak.
- Utility hired Eric Sonnenburg for the Utility Assistant position.
 - Eric formerly worked for the Utility up to 2010 when he moved out of state.

Natural Gas Utility Board

- No new developments to report about the gas utility.

Borough Representative

- Most interested in the re-zone for the Ainley properties. The ordinance was passed. Other agenda items of interest where the marijuana licenses/businesses.

City Clerk’s Office, Judy Binkley

- 2018 AML Winter session is February 20-22 in Juneau. Mayor Ward and Mr. Isaacson are attending this year. They will not be here for the February 20th Council Meeting so that will be run by Mayor Pro Tem, Mr. Thompson.
- This is your first reminder for your APOC Annual Statement filing – the deadline is March 15th!
- Council Minutes: I would like to update how these are done.
 - During discussion, I would like to indicate in the minutes that “discussion ensued” and the time on the recording that this occurred. I feel that this makes things more transparent since I will not be summarizing comments. Instead, you can go to the exact time on the recording (the audio is up on the website the day after the Council meeting) and listen to what was actually discussed. You can also hear the inflections in the voices rather than me trying to capture that on paper.
 - I also feel that this make the minutes easier to read and to keep track of where you are at with the motions.
 - **Ms. Welch** asked if this was legal and the City Clerk replied that it is.

ONGOING PROJECTS

None

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

- **Jerry Koerner**, 1141 Lake Dr.: Wanted to give Council an update. Talked about the re-zone that was passed at the last Borough Assembly meeting. The next step of the process will be the re-plat. (Audio 33:54)
- **Thomas McGhee**, 1152 North Star Dr.: Talked about how to better notify the community when there are Council Meetings. Addressed the Mayor and City Clerk and brought attention to using an app that would send out notifications when there is a Council Meeting. Also talked about the air quality meeting and disappointed with the personal attacks on Mayor Kassel. (Audio 40:30)

OLD BUSINESS

ORDINANCE 17-28, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 2, ADMINISTRATION AND PERSONNEL CHAPTER 36 PERSONNEL SYSTEM, SECTION 110 AND 190 REGARDING THE CITY HIRING AND PROMOTION PROCESS.

Mayor Ward introduced the ordinance and recapped where Council left off at the last meeting. There is still a motion on the table from the last meeting.

Public Comment

None

Mayor Ward brought back the motion on the table from the last meeting to **approve the amended version of the substitute Ordinance 17-28A.**

Discussion

None

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

Discussion

Discussion ensued (Audio 47:50)

Mr. Isaacson moved to amend line 61 of Ordinance 17-28A by replacing with “An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.” (Ref 2.36.470(H)).

Seconded by Mr. Thompson

Discussion ensued (Audio 49:50)

Mr. Isaacson *withdrew his motion to amend line 61 of Ordinance 17-28A by replacing with “An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.” (Ref 2.36.470(H)).*

Seconded by Mr. Thompson

Mr. Isaacson *moved to amend Ordinance 17-28A by replacing lines 61-63 with “An employee promotion is subject to Title 2.36.470(H).”*

Seconded by Ms. Welch

Discussion ensued (Audio 1:01:25)

On the amendment to replace lines 61-63 of Ordinance 17-28A with “An employee promotion is subject to Title 2.36.470(H).”

FAILED

Yes: 2 – Hedding, Isaacson

No: 5 – Skippis, Thompson, Claus, Welch, Ward

Absent: 0

Mr. Thompson *moved to amend lines 61-63 of Ordinance 17-28A by replacing with “An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.” (Ref 2.36.470(H)).*

Seconded by Ms. Hedding

Discussion ensued (1:08:40)

On the amendment to replace lines 61-63 of Ordinance 17-28A with “An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.” (Ref 2.36.470(H)).

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

On the main motion to adopt Ordinance 17-28A as amended.

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

NEW BUSINESS

RESOLUTION 18-01, A RESOLUTION CREATING A WATER METER STANDARD.

Mr. Butler introduced the resolution.

Public Comment

None

Mr. Thompson *moved to* introduce and adopt Resolution 18-01, A Resolution Creating a Water Meter Standard.

Seconded by Mr. Skipps

Discussion

None

PASSED

Yes: 7 – Skipps, Hedding, Thompson, Claus, Isaacson, Welch, Ward

No: 0

Absent: 0

COUNCIL COMMENTS (Audio 1:21:10)

Mr. Isaacson – Thanked Ms. Welch for attending the last Assembly meeting because he was out sick but will be attending the next meeting. Was able to watch the air quality meeting on Facebook live. Will be traveling and not available for the March 5th meeting. Happy 65th birthday to North Pole!

Mr. Claus – Please be safe on the roads and watch out for the pedestrians.

Mr. Thompson – None

Ms. Hedding – Please stay safe.

Mr. Skipps – None

Ms. Welch – The most important thing is to promote our community. Think ahead to the future and make Christmas in Ice a bigger event. Stay safe, it's slick out and use your headlights.

Mayor Ward – Focus on the roads and be safe and slow down. During the next Borough Mayor sandbox meeting on the 12th, there will be conversations on what services to cut as the budget will not be sufficient to cover all services.

Mr. Thompson *moved to adjourn the meeting at 8:35 p.m.*

Seconded by Ms. Welch

The regular meeting of Monday, February 5, 2018 adjourned at 8:36 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Tuesday, February 20, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley, North Pole City Clerk



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

Quorum was not met for the regular meeting of the North Pole City Council on Tuesday, February 20, 2018 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Pro Tem Thompson called the regular City Council meeting of Tuesday, February 20, 2018 to order at 7:00 p.m.

There were present:

Avery Thompson – Mayor Pro Tem
David Skipps – Deputy Mayor Pro Tem
Aino Welch – Alt Dep Mayor Pro Tem
Santa Claus
Doug Isaacson
Sharon Hedding
Mayor Ward

Absent/Excused

Excused
Excused
Excused
Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Pro Tem Mr. Thompson

INVOCATION

Invocation was not given

APPROVAL OF AGENDA

Approval of Agenda was postponed for lack of a quorum

APPROVAL OF MINUTES

Approval of Minutes of February 05, 2018 were postponed for lack of a quorum

COMMUNICATIONS FROM THE MAYOR

- February NPHS Student of the Month – William Samuel (Audio 2:00)
- AKDOT Presentation on the Preferred Design Concept for the HSIP: Richardson Highway MP 351 Interchange (12 Mile Village) and the Value Analysis Process Used to Select the Preferred Design (Audio 3:15)

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

**COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH
REPRESENTATIVE AND THE CITY CLERK**

Fire Dept., Chief Coon (Audio 22:45)

- DC Heineken and I spent a week in Juneau at the state chief's leadership summit. We were able to meet with quite a few senators and representatives about important issues for the fire service. Captain Haywood did a great job filling in during DC Heineken's absence.
- The Fire Department is at full staff for the first time in quite a while.
- Two vendors brought up their air packs for us to evaluate. Four fire departments participated in the evaluation which is part of the award process of the grant. I will be working with the Mayor and Tricia to use unexpended funds from the 2017 budget to pay our approximate \$30,000 match.
- The Fire Department did some joint training with NSVFD for an instructor class and next month, both departments will do some more joint training for a company officer class. Members of the department are also preparing for the EMS symposium held March 21st – 24th.

Police Dept., Chief Dutra (Audio 28:30)

- The ALiCE presentation at NPMS was a success. 50+ folks attended and we got lots of good feedback.
- We have 2 new employees:
 - Alison Berka is the new administrative assistant and comes to us from FPD with 4 years of experience.
 - Our new Lieutenant is Jeromey Lindhag and we will be swearing him in tonight.

Finance, Tricia Fogarty (Audio 26:40)

- Working with Caselle for the new timekeeping feature.
- Financials will be emailed to you soon.

Director of City Services, Bill Butler (Audio 17:07)

Building Department

- Three large projects under development by the FNSB:
 - Mechanical upgrades, North Pole Middle School, estimated value +\$4 million.
 - Window replacement, North Pole Middle School, estimated value unknown.
 - North Pole Transfer Site renovation, estimated value \$700,000.

Public Works

- Cody is still on leave for most of February, so Public Works has just one staff member available. Please understand that Public Works with only one staff member available to

do any sidewalk plowing, graveling of roads, and other routine tasks, things may not happen as quickly.

Utility Department

- Sulfolane settlement:
 - Majority of HDPE pip purchased by the project (not contractor) has arrived.
 - Surveying for brush clearing continues in Zone 1 (12 Mile Village) and Zone 2 (City properties north of Richardson Highway). Brush clearing has begun.
 - Installation of pipe expected to start March 5.
 - Project Open House scheduled for Saturday, February 24 from 2:30 to 4:30 PM at the North Pole Plaza Mall.
- Bad news about river flow at proposed new sewer outfall site.
 - River flow was good during winter 2016-17.
 - Data for winter 2017-18 found that the new proposed site is experiencing significant decreases in river flow.
 - Have held initial discussion with wastewater consultant and in process of scheduling a meeting with project engineer to decide next steps.
 - Mayor Ward hopes to meet with ADEC Commissioner Hartig to update him on the situation and request greater flexibility on ADEC's part to develop a long term viable solution.
 - The local ADEC Permitting and Enforcement Divisions have been notified of the river flow issue.

Natural Gas Utility Board

- No new significant developments at the IGU.
- Construction has begun on the +\$5 million gallon liquefied natural gas storage tank in Fairbanks.

Borough Representative

- Council Member Isaacson attended the Assembly meeting of February 8, 2018.
- Air Quality was a major topic. So far this year, North Pole has had 7 stage 1 alerts and 25 stage 2, while Fairbanks has experienced 9 stage 1 alerts and only 4 stage 2.
- Ordinance 2018-04 regarding criteria for NOASH and amending Borough listed appliances to allow any EPA certified appliance as long as other NOASH requirements have been met was passed after being amended; the primary amendments were to allow any "eligible" EPA certified appliance that has a catalyst that has been maintained according to the manufacturer's warranty.
- Of other interest to North Pole:

- Ordinance 201720-1S passed, approving the FNSB to fund the new “independent” Fairbanks Municipal Transportation System (FMATS); a measure of the City of North Pole approved in our 2018 budget.
- Regarding the Board of Equalization, Mr. Mayo and Mr. Duszynski were elected to full Board seats, Mr. Beck was elected as an alternate member.
- This week, the Mayor and I are in Juneau for AML and a full slate of appointments.

City Clerk’s Office, Judy Binkley (Audio 31:15)

- Mayor Ward and Mr. Isaacson are at the Winter AML session in Juneau this week.
- APOC Annual Statement filing – the deadline is 3/15!
- NP Elementary reached out to me to see if anyone would be available to judge the science fair on 2/27 in the morning. Please let me know if you are interested and available.
- Mayor Ward wanted me to share with everyone that he has been selected to attend the first ever Defense Community Leadership Academy. This will take place March 13-14th in Washington DC and at no cost to the City. It is being put on by the Association of Defense Communities.

ONGOING PROJECTS

None

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

- **Dawn Murphy**, Explore Alaska: Brought copies of the 2018 Visitor’s Guide. Introduced the Aurora and Sun Trackers. (Audio 32:25)
- **Haley Story & McKayla Moody**: Talked about support for their C4C Team (Champions 4 Charity). (Audio 37:34)

OLD BUSINESS

None

NEW BUSINESS

New Business was postponed for lack of a quorum

COUNCIL COMMENTS (Audio 38:45)

Mr. Claus – Please continue to drive safely.

Ms. Hedding – Glad the sun is coming out and spring is in the air. Stay safe.

Mr. Thompson – We had a full house tonight!

The regular meeting of Tuesday, February 20, 2018 adjourned at 7:45 p.m.

NOT APPROVED - Lack of Quorum

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: February 13, 2018
Subject: Accept Professional Services-Construction Administration, 2nd Authorization for the Water System Expansion Project

Recommendation

Accept Stantec's proposal to provide Professional Services-Construction Administration, 2nd Authorization for the Water System Expansion Project for \$2,699,275 and authorize the mayor to sign the agreement on behalf of the City. The expense is fully funded by the sulfolane legal settlement. Stantec's proposal is attached.

Background

Stantec has consulted with the City since 2009, primarily with utility projects, but has also provided consultation services for developer agreements. In November 2017, the City Council approved the first phase of Construction Administration for \$345,368.

As part of the settlement agreement between the City, Flint Hills Resources Alaska and State of Alaska related to sulfolane groundwater contamination, the parties to the agreement approved Stantec to provide engineering services to design the Water System Expansion. Stantec has completed the majority of the design work. The project team overseeing the water system expansion requested Stantec to submit a professional services agreement to assist with construction management services. The initial agreement focused upon supporting the project team during the request for proposal process; contractor selection; and providing support as the project transitions to construction. The 2nd Authorization covers work associated with reviewing construction contractor submittals, change orders, review pay requests and construction inspections through 2019. The reason the services were divided between two agreements was because at the time of the first agreement the construction contractor had not been selected. The specifics contained in the 2nd Authorization are dependent upon the construction contractor's work plan. Stantec will be the City's intermediary with the construction contractor.



725 East Fireweed Lane Suite 200, Anchorage AK 99503-2245

February 8, 2018
File: 2047056201

Attention: Bill Butler
Director of City Services
City of North Pole
125 Snowman Lane
North Pole, AK 99705

Reference: North Pole 2018 Water System Expansion
Subject: Professional Services Proposal – Construction Administration – 2nd Authorization

Dear Mr. Butler:

Stantec Consulting Services Inc. (Stantec) is pleased to provide you with this scope and fee proposal to provide construction administration (CA) support services for the City of North Pole's (CONP) 2018 Water System Expansion Project. CA support began in November of 2017 and continue through construction completion in December 2019. The proposed CA scope of services is as follows. A worksheet showing the development of the proposed budget is attached.

BIDDING AND PROCUREMENT SUPPORT

Bidding and procurement is complete; Stantec services were authorized under a Stantec proposal dated November 28, 2017.

ADMINISTRATIVE SUPPORT

Administrative support through project startup, including submittals, shop drawings, and requests for information (RFI) were also authorized under the Stantec proposal of November 28, 2017.

"Authorization #2" (this current authorization) adds review and processing of payment requests and changes orders to the construction administration scope.

MEETINGS

Stantec staff will participate in various meetings throughout the construction as follows:

Weekly Construction Meetings. The meeting will be jointly planned and run in conjunction and cooperation with the construction contractor. The agenda will include updates on progress, schedule, materials procurement, and other topics germane to schedule performance.

Monthly Steering Committee Teleconference. Stantec will conduct a teleconference twice per month to brief the steering on project progress, developments, conflicts and resolution, and related topics to keep the steering team apprised of project activities. This is estimated at approximately 22 meetings over the remaining duration of construction.

Monthly Face to Face Meeting in Fairbanks. Once per month, Stantec will conduct an in-person briefing of the steering committee in Fairbanks. The first half of the meeting will be a progress

Design with community in mind



February 8, 2018
Bill Butler
Page 2 of 6

Professional Services Proposal – Construction Support Services

report and projection from the construction contractor; the second half will address steering committee and project business. Issues and topics are expected to vary from month to month.

The attached worksheet shows the budget proposed for meetings. This includes meeting preparation, including agenda and meeting materials; the meetings themselves; and preparing the minutes.

CONSTRUCTION INSPECTIONS

Stantec will provide staff during construction to administer the terms of CONP's construction contract ("contract administration, CA"). Staffing numbers will vary depending on the Contractor's level of effort and activities, but we envision providing a Project Manager, an Assistant Manager / Construction Administrator, and up to three full time inspectors to monitor daily construction activities and provide quality assurance. Staff counts are based on assumption the Contractor will be operating 4 pipe laying crews to meet the project schedule, plus separate building crews at the water treatment plant and pump house locations. Based on the Contractor's work plan, construction duration will be approximately 9 months per year, with most of activity occurring within 8 months each year (36 weeks / 32 weeks).

The Stantec staff will be roving. Should construction be accelerated, staffing numbers will need to be adjusted to match Contractor's work plan and production schedule. In the event additional staff are needed, Stantec will advise CONP as to requirements, and negotiate a revised budget. Monthly reporting will include resource use and projections for upcoming periods.

Additionally, Stantec will provide discipline specific staff on an as-needed basis for architectural, structural, mechanical, electrical and controls field inspections.

Anticipated durations and levels of effort are as shown in the attached budget worksheet; this is scheduled in weeks of levels of effort.

Inspection staff will maintain daily project records and reports, provided to CONP on a weekly basis. Reports will be cataloged via Submittal Exchange, and include photo and written documentation of Contractor's efforts and progress, including review of project successes, defects, and corrective actions. The staff will attend and assist with facilitating weekly construction meetings with the Contractor (as referenced in the contract project manual), and perform substantial and final inspections, and commissioning and start up support. The staff will observe and witness compliance inspections, such as water main flushing, pressure testing, and disinfection; and will review construction Record Drawings submitted by the Contractor for completeness and accuracy prior to transposing to CAD and certifying them for submission to ADEC.



February 8, 2018
Bill Butler
Page 3 of 6

Professional Services Proposal – Construction Support Services

Where required by building code, third-party special inspections will be provided by Mappa Inc, under subcontract to Stantec. Building code third party inspections include specific structural safety items such as concrete and steel reinforcing inspections, steel bolting, welding, and related matters as specified in the contract documents.

Stantec will not provide materials testing; this has been assigned to the Construction Contractor as part of the construct quality control requirements; however, Stantec will provide quality assurance (QA), verifying that the Contractor is performing the required tests, and that results comply with project requirements. The CONP does have the authority and ability to perform independent materials testing if so desired; Stantec can provide this service on an as-needed basis as time and materials (T&M), or the CONP may have this service provided independently.

Stantec will provide permit related inspections, such as wetlands, stormwater, and right-of-way (ROW) compliance as needed to conform to the various agencies' and ROW permits.

COMMISSIONING AND START UP SUPPORT

The water treatment plant and pump house include an assortment of integrated equipment, combining mechanical, electrical, process, and control systems. The completed installation will be tested and placed into service by the Contractor; the functional and systematic demonstration of the equipment is commissioning. The Contractor will be responsible for preparing the commissioning plan; Stantec will assist with coordination of the plan, and witness and document the results, including the successes, defects, and correction of defects to the satisfaction of the CONP.

Commissioning will be supported by the Stantec design staff that completed the project design.

SCADA PROGRAMING

Supervisory Control and Data Acquisition (SCADA) programing is not included at this time. The scope and budget for these services will be developed once the project control systems are presented by the Contractor through the submittal and shop drawing review process.

PUBLIC INVOLVEMENT

Stantec will support limited public involvement support during construction. We envision this consisting of incidental contact with property owners during construction, and related interactions with the public, primarily on the job site. Stantec will not be the primary point of contact for the public; this will be the responsibility of the Construction contractor.

Public involvement includes two additional tasks items: 1) Preparation and distribution of a newsletter / public notice in 1st quarter 2019, including notices to Zone 3 and 4 properties with easements; and 2) Preparation and participation in a 2019 open house.

Design with community in mind



February 8, 2018
Bill Butler
Page 4 of 6

Professional Services Proposal – Construction Support Services

EASEMENT AND ROW SUPPORT

There is the potential for dispute over property boundaries and easement limits during construction. Stantec has included the services of R&M – Land Agents to assist with resolution of property matters, to include title reports, property maps, property owner contacts and education, preparation of easements and property documentation, and related matters. We are not providing property surveying; during construction, this will be the responsibility of the Contractor.

This task does not include engineering, ROW or legal support for condemnation or eminent domain possession of easements.

RECORD DRAWINGS

Stantec will prepare the project Record Drawings from the construction Contractors "redline as-builts" and survey notes. Stantec will review the Contractor's submitted redlines for accuracy and completeness, and transfer the information onto Record Drawings. These drawings will need to be certified by the Contractor and the Stantec engineer(s) for purposes of ADEC compliance and permit requirements. This task assumes modification of the original construction drawings based solely on contractor provided information and inspectors' observations. Record Drawings are not based on an "as-built" survey, and ADEC does not require one.

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC) APPROVAL TO OPERATE

Following construction of project elements as defined in the ADEC Approval to Construct, Stantec will develop and submit the requests for Interim and then final Approval to Operate. Requests are expected to occur in phases. We anticipate up to two Interim and one Final request during each of the two years of construction. Note that Final Approval will likely require updates to CONP operational plans; these updates or similar regulatory requirements are not included. Once the ADEC conditions of approval are known, CONP and Stantec will review the requirements, coordinate with ADEC, and if it's necessary to modify Stantec's scope, we will negotiate an adjustment to the budget.

OTHER ASSUMPTIONS AND / OR EXCLUSIONS

- Stantec will be administering CONPs construction contract. We will not be managing the Contractor or their forces.
- While Stantec can and will direct the Contractor as to compliance with the Contract, including identifying and requiring correction of defective work, Stantec has no authority to direct Contract changes that result in schedule or cost impact. This authority is reserved to the CONP. Stantec will prepare change orders as requested by the City.
- Stantec is not responsible for job site safety. While our staff will conduct our operations in accordance with Stantec Safe Work Practices, the Contractor is solely responsible for job site safety. Stantec will identify unsafe practices and hazards readily observable in the



February 8, 2018
Bill Butler
Page 5 of 6

Professional Services Proposal – Construction Support Services

Contractor's operations, to include stop work notices if warranted, but Stantec is not responsible for Contractor's failure to provide a safe work site.

- Submittals will be electronic only, in PDF format. Final record drawings will be provided in AutoCAD and PDF format on CD ROM.
- Stantec is not providing stormwater SWPPP, contaminated site, traffic control or job site safety plans. These will be the responsibility of the construction Contractor.
- Stantec will not be designing or providing temporary or permanent water services for this project. Temporary services if needed will be the responsibility of the Contractor.
- Other miscellaneous items of work not specifically included in the tasks outlined herein are not part of our proposal. Where either Stantec or CONP identifies additional work that may be beneficial to the project, it can be provided by amendment at contract rates as CONP directs.
- Construction is expected to be initiated starting on about February 1, 2018 and to continue through to conclusion in late 2019. Extension of the construction period or duration may require amendment of contract scope and fees.

CONTRACT

The services described here will be provided to CONP in accordance with the Professional Service Terms and Conditions previously negotiated and agreed to between Stantec and CONP, copy attached.

FEE

The total estimated fee for proposed services is \$2,699,275 to be performed on a time and materials basis. We anticipate adding this sum to the prior authorization; i.e., as an amendment and not a separate contract. The total of this current CA authorization plus all prior authorizations will be \$3,053,643.

Services will be performed at the standard Stantec billing rates in effect at the time services are provided, subject to annual adjustment. Subcontractors and direct expenses will be invoiced and cost +10%. Travel, lodging, vehicles, and supplies will be invoiced at cost, without markup. As a performance and budget management incentive, if at the completion of construction (as defined by both Final Acceptance of the project by CONP, and issuance of Final Approval to Operate by ADEC), the total cost incurred for construction support services does not exceed the \$3,053,643, 50% of the total budget remaining at that time will be paid to Stantec in recognition of good performance. The incentive is not tied to time of construction completion, as that is beyond Stantec's control.

A worksheet showing the development and assumptions inherent in this fee is attached. The project will be invoiced monthly. Note that hourly rates shown are a composite for 2018 / 2019. The project will be invoiced the rates actually in effect at the time the work is performed; i.e., 2018 rates will be a little lower, increasing in 2019.

Design with community in mind



February 8, 2018
Bill Butler
Page 6 of 6

Professional Services Proposal – Construction Support Services

Cost shown for vehicles is all inclusive of mobilization, fuel, and ancillary costs.

CLOSURE

We appreciate this opportunity to propose on this work and look forward to working with you on the successful completion of this project. If you have any questions, or would like to discuss the scope of work, please contact me or Stephanie Gould at (907)276-4245. We will execute a standard CONP agreement at your request.

Thank you,
Stantec Consulting Services Inc.

Dean Syta
Principal
Phone: (907) 343-5260
Fax: (907) 258-4653
dean.syta@stantec.com

Attachment: Fee Worksheet
c. File

DES sgd u:\2047056201_management_fhra_np_water_ext\contract\conp_cm\20171030_conp_construction_man_scope-rev0 des.docx

Name		Quality Control/Senior Advisor Zane Shanklin, P.E.	Project / CA Manager Dean Sylta, P.E.	Assistant CA Manager Wesley Hopwood, PE	Design Group Lead Stephanie Gould PE	Civil Engineering / Inspector Jeremy Jones PE	Civil Engineering / Inspector Jake Alward, EIT or Leslie Petre EIT.	Civil Engineer Intern - TBD	GIS Drafting Riswan Shahid, PhD, GIS	CAD Drafting Anna Marie Courtwright	Process Engineer Brian Miskill PE	Architectural Drafting Eric Dukes	Structural Frank Thompson	Building Mechanical Jason Thoma	Building Electrical and Controls Lucas Schneller / John Netzel	Environmental Consultant Sara Lindberg	Environmental Support Kacy Hillman	Administrative Support Ursula Dickinson	Total Weeks	Labor Costs	Direct Expenses (Travel, Accommodation, Etc.)	IBC Special Inspections - Third Party Required Mappa Inc Subcontract	Land Agent Subconsultant R&M Consultants Inc	TOTAL COSTS
	Hourly Rate - will be charged at rate in effect each year Rate for Standard Week	\$254 \$10,160	\$222 \$8,880	\$170 \$6,800	\$175 \$7,000	\$151 \$6,040	\$131 \$5,240	\$95 \$3,800	\$112 \$4,480	\$141 \$5,640	\$222 \$8,880	\$140 \$5,600	\$165 \$6,600	\$184 \$7,360	\$222 \$8,880	\$184 \$7,360	\$161 \$6,440	\$141 \$5,640						
Construction Support Services		Based on approximately 400 days split between two seasons																						
Bidding And Procurement Support		previous authorization																		previous authorization			\$0	
Prebid Conference, Site Visits																							\$0	
Bidding Questions, Addendum																							\$0	
General Support																							\$0	
Administrative Tasks																							\$0	
Submittal Exchange file management system fee -- contracted separately		previous authorization																		previous authorization			\$0	
Submittal and shop drawing review		previous authorization																		previous authorization			\$0	
DCVRs, RFIs		previous authorization																		previous authorization			\$0	
Proposals and Change orders		0.5	1	2	2													1	6.5	\$47,200			\$47,200	
Review Payment Requests				3		4													7	\$44,560			\$44,560	
Meetings - 2 yrs																							\$0	
Construction Meetings - approx 64 mtg			1	3		2	2	2										2	12	\$70,720			\$70,720	
Biweekly Teleconference with Steering Team - approx 22 mtg			1.5	1.5														2	5	\$34,800			\$34,800	
Monthly Face to Face Meeting - Fairbanks - approx 22 mtg			6	3														4	13	\$96,240	\$5,000		\$101,240	
Inspections																							\$0	
General Inspections and QA																							\$0	
Inspections 2018 8 to 9 months			4	8		36	32	32										7	119	\$636,120			\$636,120	
Inspections 2019 8 to 9 months			4	8		36	32	32										7	119	\$636,120			\$636,120	
Special Trade Inspections (WTP, Pump Station, Tanks) - one year			2	2							3	2	2	2	2				15	\$114,880	\$21,895		\$136,775	
Special Permit Inspections, Wetlands, Environmental, Stormwater - two years																8	8	4	20	\$132,960			\$132,960	
Commissioning Support, Start Up support			2			1				2				1	1.5				7.5	\$62,240			\$62,240	
SCADA Programming - Engineering support only, programing not included			1												2				3	\$26,640			\$2	

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: February 13, 2018
Subject: FNSB utility easements in support of Water System Expansion Project

Recommendation:

Approve two utility easements on FNSB property that are needed for the Water System Expansion Project. See attached utility easements

Background

Two utility easements on FNSB property are needed for the Water System Expansion Project. These easements are located on a drainage channel north of the Richardson Highway. The initial negotiation of the easements included standard indemnification language. The City's attorney has counseled the City not to allow indemnification language in agreements that place a potential financial obligation upon a future City Council. The City requested that the FNSB modify the indemnification language in the original draft utility easements. The FNSB's Land Management Office had included the standard indemnification language versus language that the FNSB would typically include for a municipality. The FNSB revised the indemnification language to accommodate the City's concern; however, the City Attorney recommended that the City Council review and approve the revised language. The critical sections are highlighted in the indemnification language below.

7. Indemnification

a. **Subject to a specific appropriation by the City Council for this purpose,** the City of North Pole agrees to indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the City. The City has no duty to defend or indemnify the Borough against any claim or action alleging, arising from, or based on the Borough's sole negligence or willful misconduct. The duty of the City to indemnify and defend the Borough extends to:

1. claims for death, or for damage to persons or property,
2. claims for economic loss, and
3. claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that the City has no appropriation currently available to it to indemnify the Borough under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole

discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the city.

b. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

c. The City shall ensure that its contractors and subcontractors shall indemnify, hold harmless, and defend the Borough from any and all claims or actions for injury sustained by any person or property arising directly or indirectly from the contractor's or subcontractor's performance of the contract, except those caused by the Borough's or the City's sole negligence or willful misconduct.

d. "City" and "Borough" as used in this section, include the employees, agents, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

RIGHT OF WAY AGREEMENT
For
Public Utility Easement

THIS RIGHT OF WAY AGREEMENT ("Agreement") is made and entered into as of ____ day of ____, 20__, (the "Effective Date") by and between the Fairbanks North Star Borough ("Borough"), a municipal corporation of the State of Alaska; and the City of North Pole, (hereinafter referred to as "CONP") (each, a "Party", collectively, the "Parties"). The intent of this Agreement is to set the terms and conditions on which a public utility easement will be granted over Borough land.

1. Purpose, Compensation, Term, and Limitations:

a. Authorized System. This agreement allows CONP to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, and remove waterline systems, in, on, over, under, through and/or across Borough lands specified in section 1. (d) of this Agreement.

b. Compensation. Fees have been waived as per FNSB Code 20.16.030(c). Improvements constructed within the authorized Construction Area will serve CONP and the residents of the City of North Pole, who are residents of the Fairbanks North Star Borough, and, as such, this Agreement is deemed to benefit Borough citizens and provide mutual benefits to the Parties.

c. Term. The term of this Agreement is 75 years, commencing on the effective date identified above except in no case shall the term extend beyond December 31st, 2093.

d. Authorized Construction Area. Construction activity is limited to the following described area:

A 35-foot-wide easement located within a portion of the north half of the northwest quarter of Section 32, Township 1 South, Range 2 East, Fairbanks Meridian, Alaska, referred to as Drainage Channel "C", as described in Warranty Deed recorded in Book 281, Page 827, Fairbanks Recording District, Fourth Judicial District, Alaska, described as follows:

Beginning at the northeast corner of said Drainage Channel "C", referred to heron as DC "C";

Thence S 00° 08' 00" E on east line of said DC "C", a distance of 144.90 feet to the southwest corner of said DC "C";

Thence N 89° 59' 00" W on south line of said DC "C", a distance of 35.00 feet;

Thence N 00° 08' 00" W a distance of 144.90 feet to the north line of said DC "C";

Thence S 89° 59' 00" E on the north line of said DC "C", a distance of 35.00 feet to the northeast corner of said DC "C", the Point of Beginning.

Containing an area 5,072 square feet, more or Less, as shown on Exhibit A.

e. Depth. The top of the 8" High Density Polyethylene (HDPE), Dimension Ratio of Inside to Outside diameter (DR) 11" pipe shall be a minimum of sixty (60) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.

f. Appurtenances. There shall be no surface or subsurface appurtenances to the system. The Borough may agree to alter the list of approved surface and subsurface appurtenances through separate subsequent written instrument, signed by the Parties.

2. Construction:

a. Schedule. Before CONP conducts any construction or construction-related preparation activity, it shall provide the Borough with a written timetable establishing the construction and completion schedule. At a minimum the Borough will inspect for compliance with the terms of this Agreement at the completion of each phase according to the construction and completion schedule provided.

b. Removal of Timber, Gravel, and Sand. Prior to any activity that permanently removes existing timber, or gravel and sand deposits, CONP shall provide the Borough a written accounting of affected quantities of timber, gravel and sand. The Borough will require the appraisal of said quantities, by qualified independent appraiser, at CONP's expense. CONP shall compensate the Borough for the appraised value of said quantities of timber, gravel, or sand.

c. Fencing. As directed by the Borough, CONP shall construct and maintain, at CONP's expense, appropriate temporary fencing of the Construction Area in a manner that guarantees Borough access to adjoining property during CONP's activities; in the absence of Borough direction, CONP may elect to construct and maintain such fencing at its expense. The location of said fencing is to be coordinated with the Borough prior to the beginning of construction. Upon completion of construction, said fencing will be removed by CONP at its expense.

d. Existing Structures. CONP will identify and coordinate any activity that changes the condition of existing structures (if any) on the approved Construction Area. The Borough's written approval is required prior to removal/alteration of existing structures within the Construction Area. CONP shall compensate the Borough for the loss of any structure, prior to its removal or anticipated damage from construction activity, in an amount to be determined by a qualified independent appraiser procured at CONP's expense.

e. Work Standards. Construction practices, and all activities conducted in the Construction Area and Temporary Access Area, shall adhere to applicable Local, Federal and State Law. CONP is responsible for the acquisition, and related costs, of any and all additional permits required by Local, Federal and State law. CONP shall replace and restore all disturbed areas. CONP shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is re-established, restoring the original grade of all disturbed areas to blend with the existing ground surface, and re-seed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. CONP shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside of Borough lands. Trees left for the public shall be limbed and stacked in a location pre-approved by the Borough. Within thirty (30) days of completing construction, CONP shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition, satisfactory to the Borough.

f. Temporary Crossings. CONP shall coordinate with the Borough required temporary crossings over open trenches and ditches as may be needed to assure Borough's continued ingress/egress to adjacent areas. Any water bodies located along or across the Construction Area shall be maintained in a manner where flow is not disrupted during construction, and flow upon completion of construction can be maintained at the same rate and volume as prior to construction, with appropriate standards followed for erosion of stream banks.

g. Identification of Contractors. Prior to construction, CONP shall provide in writing the name, address, and contact person for each independent contractor and subcontractor that enters upon the Construction Area. Nothing herein shall limit the obligation and liability of CONP for any and all actions and activities occurring in connection with construction on the Construction and Temporary Access Areas.

h. As-Built Survey. Upon completion of construction, and prior to the system being placed in service, CONP shall provide an as-built survey of the easement area prepared and stamped by a Registered Surveyor in good standing with the State of Alaska. Upon compliance with all stipulations of this Agreement and within 30 calendar days of receiving said as-built, the Borough will grant CONP a 75 year, nonexclusive, Public Utility Easement. CONP shall provide supplemental surveys that reflect any subsequent changes to the waterline system, should these occur.

3. Maintenance and Upkeep of the Easement Area.

a. Excavation or Construction Concerning Replacement or Repair. In the event replacement or repair is required, CONP shall contain work to the Easement Area, unless written consent for areas outside the Easement Area is given by the Borough which will not be unreasonably withheld.

b. Signage. CONP shall construct and maintain appropriate signage warning of the system and advising of its location.

c. Maintenance Obligations. Maintenance of the system and the Easement Area shall be the sole responsibility of CONP at their expense. CONP shall provide the Borough with a courtesy copy of the written plan and schedule for maintenance, upkeep and inspection of the system and Easement Area.

d. Access to the Easement Area. No gates or fencing shall obstruct the Borough's access to its property other than portions fenced immediately around appurtenances as specified in section 1. (f) of this agreement or temporary fencing during construction or maintenance which will be immediately removed when such is completed.

4. Termination and Abandonment.

Notwithstanding paragraph 1.c. above:

a. If CONP has not commenced construction of the system within twenty-four (24) months following the date this Agreement is signed by the Borough, CONP shall, without demand, promptly remove all equipment and improvements and restore any affected area to the same conditions that existed prior to any CONP activity. Upon such removal, the Agreement shall automatically terminate.

b. Should construction not be complete and the waterline system active within twenty four (24) months of commencement of construction, the Borough may provide written notice of intent to terminate this Agreement to CONP by certified mail.

c. CONP may terminate the Agreement at any time upon providing written notice of intent to terminate this Agreement to the Borough by certified mail.

d. Within ninety (90) calendar days following a notice of intent to terminate, CONP shall remove, at CONP's expense, any above ground structure, improvement, or equipment from the Construction Area, and reclaim the affected area to elevation and surface composition to the same conditions that existed prior to CONP activity. Upon such removal, this Agreement shall be automatically terminated.

e. Commencement of construction means the start of actual excavation of a trench for the installation of the waterline system.

5. Insurance Requirements.

a. General Liability. At no expense to the Borough, CONP shall secure and maintain in force during the term of this Agreement adequate insurance coverage to protect both the Borough and CONP against commercial general liability or its equivalent in no less than the amounts listed herein. CONP shall require similar coverage of any subcontractors, agents, or

operators (collectively in this paragraph “subcontractors”) and the Borough shall be identified as an additional insured on all commercial general liability policies, including those of CONP’s subcontractors, agents or operators.

- b. Insurance Requirements. During the term of this Agreement, CONP shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A.M. Best Company.
 - i. Commercial General Liability coverage that does not exclude pollution/environmental liability written on an occurrence basis with limits of not less than \$1,000,000 per occurrence. During the Agreement term, CONP shall maintain the Borough as an additional insured on the CONP’s commercial general liability policy. This policy shall provide primary coverage for the Borough and shall provide that the policy treats each additional insured as though the insurer had issued separate policies.
 - ii. Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - iii. Workers’ Compensation coverage including Employer’s liability with limits of not less than \$100,000 per accident, \$500,000 disease policy limit, and \$100,000 disease per employee. This policy shall be endorsed to include a waiver of subrogation in favor of the Borough. All employees of CONP must be covered by workers’ compensation insurance during the term of the Agreement with the Borough. The Borough will waive this requirement upon receipt of adequate assurance that CONP has no employees; if CONP subsequently hires employees, such employees must be covered by workers’ compensation insurance.
- c. CONP shall ensure that its insurance policies include a provision requiring that the insurer send the Borough thirty (30) days’ written notice before the insurer cancels, refuses to renew, or materially alters coverage required by this Agreement.
- d. Before initiating any activities on Construction Area, the Temporary Access Area, or the Easement Area (collectively “the Premises”), CONP and CONP’s subcontractors, if any, will provide the Borough with a certificate of insurance demonstrating the required insurance coverage in a form acceptable to the Borough.
- e. The foregoing insurance requirements can be met through any combination of primary and excess/umbrella policies that satisfy the required coverage.
- f. The Borough reserves the right to increase the type of and limits of insurance required during the term of this Agreement based upon reasoned responses to changes in law, regulation, and/or risks associated with the rights granted under this Agreement.

6. Additional Terms.

- a. CONP shall ensure that all trail crossings remain open to the public for year-around public recreational use.
- b. During installation CONP may temporarily close a trail for safety purposes. Necessary closures must be identified in the construction and completion schedule and coordinated prior to beginning of construction with the Borough.
- c. Where established trails are affected, CONP shall recondition the trail-tread to a like or better condition than prior to CONP's activities, approved by the Borough.

7. Indemnification

- a. Subject to a specific appropriation by the City Council for this purpose, the City of North Pole agrees to indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the City. The City has no duty to defend or indemnify the Borough against any claim or action alleging, arising from, or based on the Borough's sole negligence or willful misconduct. The duty of the City to indemnify and defend the Borough extends to:
 - 1. claims for death, or for damage to persons or property,
 - 2. claims for economic loss, and
 - 3. claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that the City has no appropriation currently available to it to indemnify the Borough under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the city.

- b. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- c. The City shall ensure that its contractors and subcontractors shall indemnify, hold harmless, and defend the Borough from any and all claims or actions for injury sustained by any person or property arising directly or indirectly from the contractor's or subcontractor's performance of the contract, except those caused by the Borough's or the City's sole negligence or willful misconduct.
- d. "City" and "Borough" as used in this section, include the employees, agents, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

8. Miscellaneous

8.1 Amendment. This Agreement may not be modified or amended except by written agreement of the Parties.

8.2 Governing Law. This Agreement shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District at Fairbanks, Alaska.

8.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.

8.4 Entire Agreement. This Agreement, Exhibit A, and any other documents incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and any document referred to herein, the terms of the authorizing Resolution No. 2017-39 shall prevail, then the terms of this Agreement shall prevail over any other document.

8.5 Benefit. The provisions in this Agreement shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the Parties hereto.

8.6 Execution of Documents. The Parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Agreement.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to an original and all of which together constitute a single agreement.

8.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.9 Notices. All notices or demands to be given by each Party to the other pursuant to this Agreement shall be hand delivered or deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

If to CONP:

Director of City Services
125 Snowman Lane
North Pole, Alaska 99705-7708

If to FNSB:

Division of Land Management
P.O. Box 71267
Fairbanks, Alaska 99707

8.10 Assignment. No assignment of the Agreement may be made without the prior written permission of Borough, which shall not be unreasonably withheld.

8.11 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and, subject to any provisions relating to assignment, the assigns of the parties.

8.12 Survivability. Any terms of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall remain in effect until fulfilled. Specifically, the indemnification obligation and/or the assumption of responsibility by CONP shall not be affected by the expiration or termination of this Agreement.

8.13 Waiver. The failure of the Borough to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions.

IN WITNESS WHEREOF, the parties have duly executed and acknowledged this Agreement on this _____ day of _____, 20__.

FAIRBANKS NORTH STAR BOROUGH

By: _____
Sandra Mota, Division of Land Management

ACKNOWLEDGMENT

STATE OF ALASKA)
)SS
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by SANDRA MOTA, Division of Land Management of the Fairbanks North Star Borough, a municipal corporation of the State of Alaska, on behalf of the corporation.

Notary Public in and for Alaska
My Commission expires:_____

City of North Pole

By: _____

ACKNOWLEDGMENT

STATE OF ALASKA)
)SS
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, City of North Pole, a municipal corporation of the State of Alaska, on
behalf of the corporation.

Notary Public in and for Alaska
My Commission expires: _____

EXHIBIT "A"

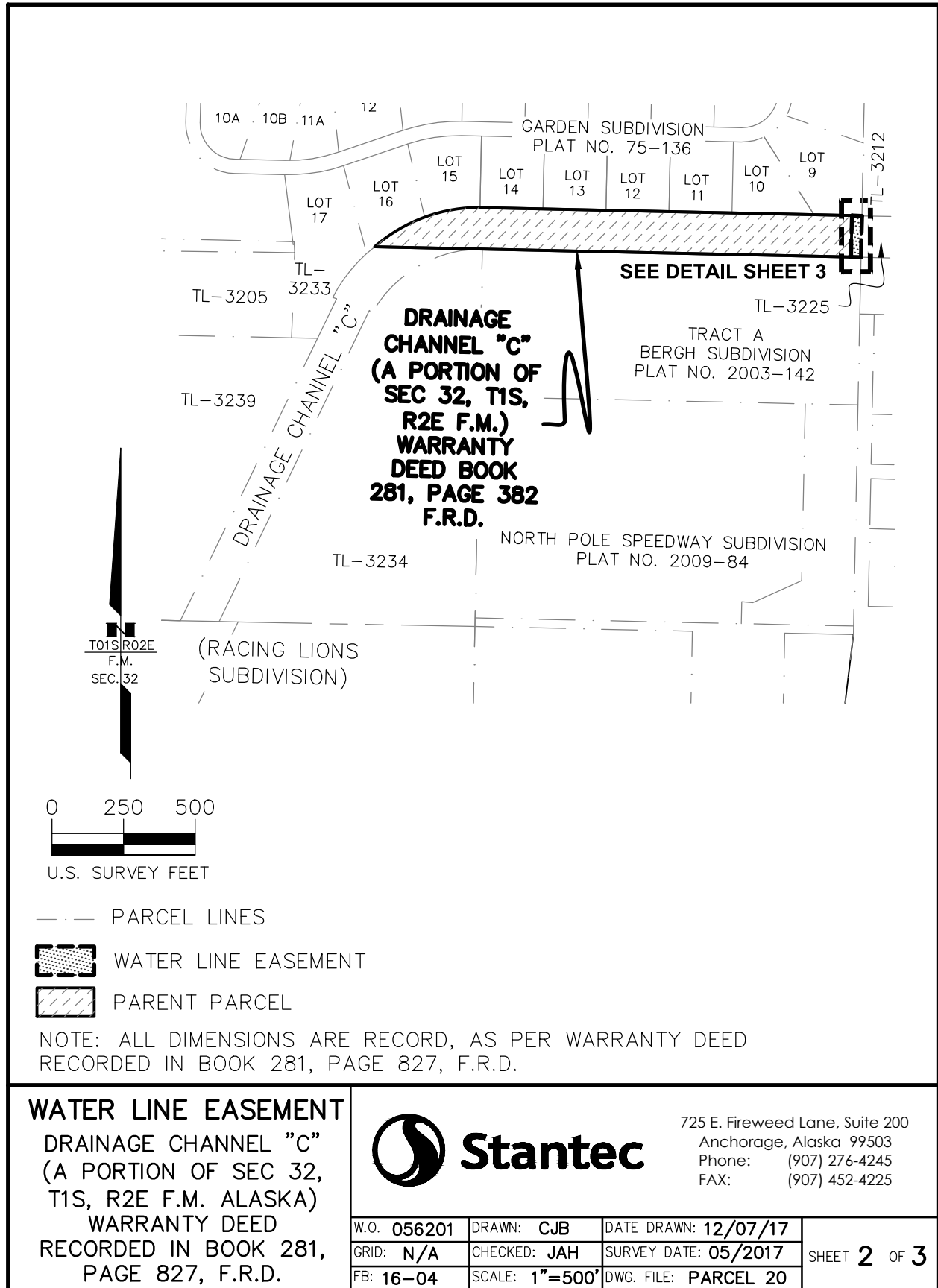
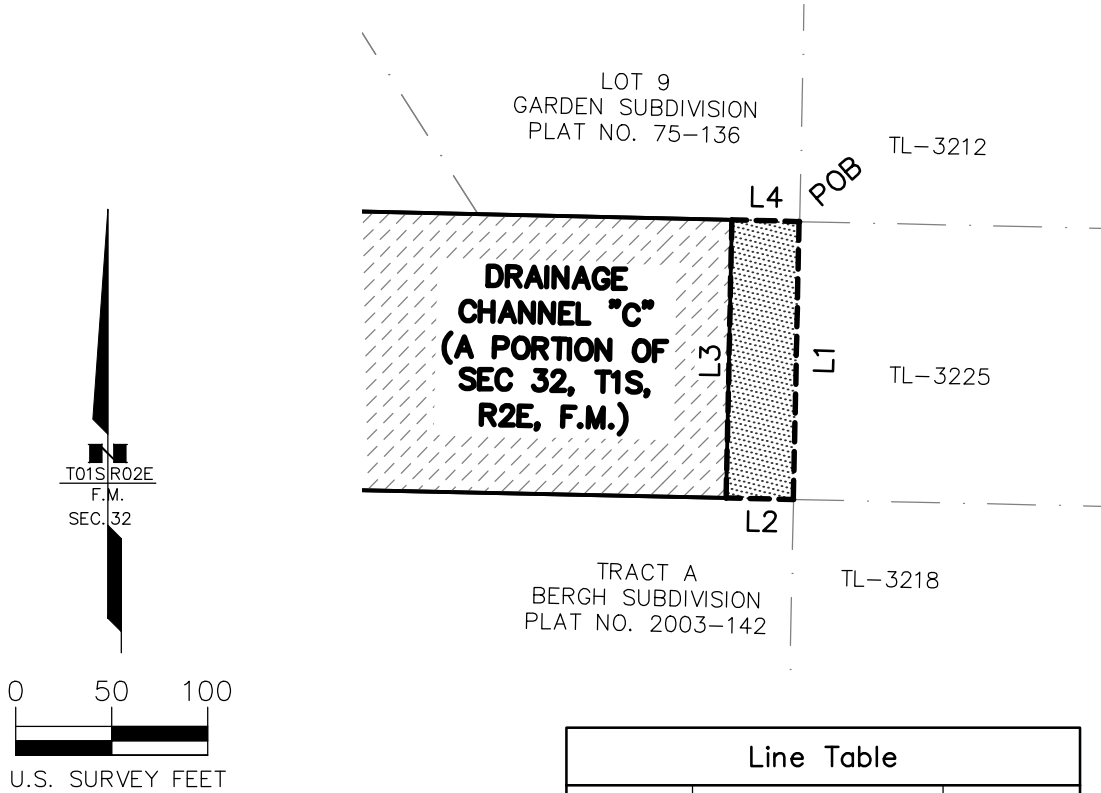


EXHIBIT "A"



POB POINT OF BEGINNING

— — — PARCEL LINES

 WATER LINE EASEMENT

 PARENT PARCEL

Line Table		
Line #	Direction	Length
L1	S 00°08'00" E	144.90'
L2	N 89°59'00" W	35.00'
L3	N 00°08'00" W	144.90'
L4	S 89°59'00" E	35.00'

NOTE: ALL DIMENSIONS ARE RECORD, AS PER WARRANTY DEED
RECORDED IN BOOK 281, PAGE 827, F.R.D.

WATER LINE EASEMENT

DRAINAGE CHANNEL "C"
(A PORTION OF SEC 32,
T1S, R2E F.M. ALASKA)
WARRANTY DEED
RECORDED IN BOOK 281,
PAGE 827, F.R.D.



725 E. Fireweed Lane, Suite 200
Anchorage, Alaska 99503
Phone: (907) 276-4245
FAX: (907) 452-4225

W.O. 056201	DRAWN: CJB	DATE DRAWN: 12/07/17
GRID: N/A	CHECKED: JAH	SURVEY DATE: 05/2017
FB: 16-04	SCALE: 1"=100'	DWG. FILE: PARCEL 20

SHEET 3 OF 3

RIGHT OF WAY AGREEMENT
For
Public Utility Easement

THIS RIGHT OF WAY AGREEMENT ("Agreement") is made and entered into as of ____ day of ____, 20__, (the "Effective Date") by and between the Fairbanks North Star Borough ("Borough"), a municipal corporation of the State of Alaska; and the City of North Pole, (hereinafter referred to as "CONP") (each, a "Party", collectively, the "Parties"). The intent of this Agreement is to set the terms and conditions on which a public utility easement will be granted over Borough land.

1. Purpose, Compensation, Term, and Limitations:

a. Authorized System. This agreement allows CONP to place, lay, bury, construct, install, operate, repair, maintain (including aerial patrol), renew, rebuild, replace, upgrade, and remove waterline systems, in, on, over, under, through and/or across Borough lands specified in section 1. (d) of this Agreement.

b. Compensation. Fees have been waived as per FNSB Code 20.16.030(c). Improvements constructed within the authorized Construction Area will serve CONP and the residents of the City of North Pole, who are residents of the Fairbanks North Star Borough, and, as such, this Agreement is deemed to benefit Borough citizens and provide mutual benefits to the Parties.

c. Term. The term of this Agreement is 75 years, commencing on the effective date identified above except in no case shall the term extend beyond December 31st, 2093.

d. Authorized Construction Area. Construction activity is limited to the following described area:

A 30-foot-wide easement located within the East 145 feet of the North 1/2 of the SW 1/4 of the NE 1/4 of Section 6, Township 2 South, Range 2 East, Fairbanks Meridian, Alaska, within a parcel component of the greater Drainage Channel "C", referred to hereon as DC "C", as described in Warranty Deed in Book 281 Pages 382 & 383, records of Fairbanks Recording District, Fourth Judicial District, Alaska, described as follows:

Beginning at the southeast corner of said parcel component of DC "C";

Thence S 89° 56' 00" W on the south line of said parcel component of DC "C", a distance of 145.00 feet to the southwest corner of said parcel component of DC "C";

Thence N 00° 10' 00" W on the west line of said parcel component of DC "C", a distance of 30.00 feet;

Thence N 89° 56' 00" E, a distance of 145.00 feet to the east line of said parcel component of DC "C";

Thence S 00° 10' 00" E on said east line, a distance of 30.00 feet to the southeast corner of said parcel component of DC "C " and the Point of Beginning.

Containing an area 4,350 square feet, more or Less, as shown on Exhibit A for Parcel 47.

e. Depth. The top of the High Density Polyethylene (HDPE), Dimension Ratio of Inside to Outside diameter (DR) 2-16" pipe shall be a minimum of sixty (60) inches from the surface (after construction and settlement) or such minimum depth as may be required by any applicable regulation, whichever is greater.

f. Appurtenances. There shall be no surface or subsurface appurtenances to the system. The Borough may agree to alter the list of approved surface and subsurface appurtenances through separate subsequent written instrument, signed by the Parties.

2. Construction:

a. Schedule. Before CONP conducts any construction or construction-related preparation activity, it shall provide the Borough with a written timetable establishing the construction and completion schedule. At a minimum the Borough will inspect for compliance with the terms of this Agreement at the completion of each phase according to the construction and completion schedule provided.

b. Removal of Timber, Gravel, and Sand. Prior to any activity that permanently removes existing timber, or gravel and sand deposits, CONP shall provide the Borough a written accounting of affected quantities of timber, gravel and sand. The Borough will require the appraisal of said quantities, by qualified independent appraiser, at CONP's expense. CONP shall compensate the Borough for the appraised value of said quantities of timber, gravel, or sand.

c. Fencing. As directed by the Borough, CONP shall construct and maintain, at CONP's expense, appropriate temporary fencing of the Construction Area in a manner that guarantees Borough access to adjoining property during CONP's activities; in the absence of Borough direction, CONP may elect to construct and maintain such fencing at its expense. The location of said fencing is to be coordinated with the Borough prior to the beginning of construction. Upon completion of construction, said fencing will be removed by CONP at its expense.

d. Existing Structures. CONP will identify and coordinate any activity that changes the condition of existing structures (if any) on the approved Construction Area. The Borough's written approval is required prior to removal/alteration of existing structures within the Construction Area. CONP shall compensate the Borough for the loss of any structure, prior to its

removal or anticipated damage from construction activity, in an amount to be determined by a qualified independent appraiser procured at CONP's expense.

e. Work Standards. Construction practices, and all activities conducted in the Construction Area and Temporary Access Area, shall adhere to applicable Local, Federal and State Law. CONP is responsible for the acquisition, and related costs, of any and all additional permits required by Local, Federal and State law. CONP shall replace and restore all disturbed areas. CONP shall use all means necessary to maintain and protect the disturbed slopes from erosion until such time as the vegetation is re-established, restoring the original grade of all disturbed areas to blend with the existing ground surface, and re-seed. Unless otherwise required, re-vegetation shall consist of establishing seeded grassed slopes over the disturbed ground. CONP shall dispose of trees, brush or other natural growth by mechanical chipping or hauling away. Stumps and grubbing piles shall be loaded and hauled to a disposal site outside of Borough lands. Trees left for the public shall be limbed and stacked in a location pre-approved by the Borough. Within thirty (30) days of completing construction, CONP shall remove all equipment, dispose of all waste material and shall leave the premises in a neat and clean condition, satisfactory to the Borough.

f. Temporary Crossings. CONP shall coordinate with the Borough required temporary crossings over open trenches and ditches as may be needed to assure Borough's continued ingress/egress to adjacent areas. Any water bodies located along or across the Construction Area shall be maintained in a manner where flow is not disrupted during construction, and flow upon completion of construction can be maintained at the same rate and volume as prior to construction, with appropriate standards followed for erosion of stream banks.

g. Identification of Contractors. Prior to construction, CONP shall provide in writing the name, address, and contact person for each independent contractor and subcontractor that enters upon the Construction Area. Nothing herein shall limit the obligation and liability of CONP for any and all actions and activities occurring in connection with construction on the Construction and Temporary Access Areas.

h. As-Built Survey. Upon completion of construction, and prior to the system being placed in service, CONP shall provide an as-built survey of the easement area prepared and stamped by a Registered Surveyor in good standing with the State of Alaska. Upon compliance with all stipulations of this Agreement and within 30 calendar days of receiving said as-built, the Borough will grant CONP a 75 year, nonexclusive, Public Utility Easement. CONP shall provide supplemental surveys that reflect any subsequent changes to the waterline system, should these occur.

3. Maintenance and Upkeep of the Easement Area.

a. Excavation or Construction Concerning Replacement or Repair. In the event replacement or repair is required, CONP shall contain work to the Easement Area, unless written

consent for areas outside the Easement Area is given by the Borough which will not be unreasonably withheld.

b. Signage. CONP shall construct and maintain appropriate signage warning of the system and advising of its location.

c. Maintenance Obligations. Maintenance of the system and the Easement Area shall be the sole responsibility of CONP at their expense. CONP shall provide the Borough with a courtesy copy of the written plan and schedule for maintenance, upkeep and inspection of the system and Easement Area.

d. Access to the Easement Area. No gates or fencing shall obstruct the Borough's access to its property other than portions fenced immediately around appurtenances as specified in section 1. (f) of this agreement or temporary fencing during construction or maintenance which will be immediately removed when such is completed.

4. Termination and Abandonment.

Notwithstanding paragraph 1.c. above:

a. If CONP has not commenced construction of the system within twenty-four (24) months following the date this Agreement is signed by the Borough, CONP shall, without demand, promptly remove all equipment and improvements and restore any affected area to the same conditions that existed prior to any CONP activity. Upon such removal, the Agreement shall automatically terminate.

b. Should construction not be complete and the waterline system active within twenty four (24) months of commencement of construction, the Borough may provide written notice of intent to terminate this Agreement to CONP by certified mail.

c. CONP may terminate the Agreement at any time upon providing written notice of intent to terminate this Agreement to the Borough by certified mail.

d. Within ninety (90) calendar days following a notice of intent to terminate, CONP shall remove, at CONP's expense, any above ground structure, improvement, or equipment from the Construction Area, and reclaim the affected area to elevation and surface composition to the same conditions that existed prior to CONP activity. Upon such removal, this Agreement shall be automatically terminated.

e. Commencement of construction means the start of actual excavation of a trench for the installation of the waterline system.

5. Insurance Requirements.

a. General Liability. At no expense to the Borough, CONP shall secure and maintain in force during the term of this Agreement adequate insurance coverage to protect both the

Borough and CONP against commercial general liability or its equivalent in no less than the amounts listed herein. CONP shall require similar coverage of any subcontractors, agents, or operators (collectively in this paragraph “subcontractors”) and the Borough shall be identified as an additional insured on all commercial general liability policies, including those of CONP’s subcontractors, agents or operators.

- b. Insurance Requirements. During the term of this Agreement, CONP shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A.M. Best Company.
 - i. Commercial General Liability coverage that does not exclude pollution/environmental liability written on an occurrence basis with limits of not less than \$1,000,000 per occurrence. During the Agreement term, CONP shall maintain the Borough as an additional insured on the CONP’s commercial general liability policy. This policy shall provide primary coverage for the Borough and shall provide that the policy treats each additional insured as though the insurer had issued separate policies.
 - ii. Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - iii. Workers’ Compensation coverage including Employer’s liability with limits of not less than \$100,000 per accident, \$500,000 disease policy limit, and \$100,000 disease per employee. This policy shall be endorsed to include a waiver of subrogation in favor of the Borough. All employees of CONP must be covered by workers’ compensation insurance during the term of the Agreement with the Borough. The Borough will waive this requirement upon receipt of adequate assurance that CONP has no employees; if CONP subsequently hires employees, such employees must be covered by workers’ compensation insurance.
- c. CONP shall ensure that its insurance policies include a provision requiring that the insurer send the Borough thirty (30) days’ written notice before the insurer cancels, refuses to renew, or materially alters coverage required by this Agreement.
- d. Before initiating any activities on Construction Area, the Temporary Access Area, or the Easement Area (collectively “the Premises”), CONP and CONP’s subcontractors, if any, will provide the Borough with a certificate of insurance demonstrating the required insurance coverage in a form acceptable to the Borough.
- e. The foregoing insurance requirements can be met through any combination of primary and excess/umbrella policies that satisfy the required coverage.
- f. The Borough reserves the right to increase the type of and limits of insurance required during the term of this Agreement based upon reasoned responses to changes in law, regulation, and/or risks associated with the rights granted under this Agreement.

6. Additional Terms.

- a. CONP shall ensure that all trail crossings remain open to the public for year-around public recreational use.
- b. During installation CONP may temporarily close a trail for safety purposes. Necessary closures must be identified in the construction and completion schedule and coordinated prior to beginning of construction with the Borough.
- c. Where established trails are affected, CONP shall recondition the trail-tread to a like or better condition than prior to CONP's activities, approved by the Borough.

7. Indemnification

- a. Subject to a specific appropriation by the City Council for this purpose, the City of North Pole agrees to indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the City. The City has no duty to defend or indemnify the Borough against any claim or action alleging, arising from, or based on the Borough's sole negligence or willful misconduct. The duty of the City to indemnify and defend the Borough extends to:
 - 1. claims for death, or for damage to persons or property,
 - 2. claims for economic loss, and
 - 3. claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that the City has no appropriation currently available to it to indemnify the Borough under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the City Council and the City Council's failure to make such an appropriation creates no further liability or obligation of the city.

- b. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- c. The City shall ensure that its contractors and subcontractors shall indemnify, hold harmless, and defend the Borough from any and all claims or actions for injury sustained by any person or property arising directly or indirectly from the contractor's or subcontractor's performance of the contract, except those caused by the Borough's or the City's sole negligence or willful misconduct.
- d. "City" and "Borough" as used in this section, include the employees, agents, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

8. Miscellaneous

8.1 Amendment. This Agreement may not be modified or amended except by written agreement of the Parties.

8.2 Governing Law. This Agreement shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District at Fairbanks, Alaska.

8.3 Time is of the Essence. Time is of the essence in the performance of this Agreement.

8.4 Entire Agreement. This Agreement, Exhibit A, and any other documents incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter hereof. In the event of any conflict between the terms of this Agreement and any document referred to herein, the terms of the authorizing Resolution No. 2017-39 shall prevail, then the terms of this Agreement shall prevail over any other document.

8.5 Benefit. The provisions in this Agreement shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the Parties hereto.

8.6 Execution of Documents. The Parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Agreement.

8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to an original and all of which together constitute a single agreement.

8.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.9 Notices. All notices or demands to be given by each Party to the other pursuant to this Agreement shall be hand delivered or deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

If to CONP:

Director of City Services
125 Snowman Lane
North Pole, Alaska 99705-7708

If to FNSB:

Division of Land Management
P.O. Box 71267
Fairbanks, Alaska 99707

8.10 Assignment. No assignment of the Agreement may be made without the prior written permission of Borough, which shall not be unreasonably withheld.

8.11 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and, subject to any provisions relating to assignment, the assigns of the parties.

8.12 Survivability. Any terms of this Agreement that, by their nature, extend beyond the expiration or termination of this Agreement shall remain in effect until fulfilled. Specifically, the indemnification obligation and/or the assumption of responsibility by CONP shall not be affected by the expiration or termination of this Agreement.

8.13 Waiver. The failure of the Borough to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions.

IN WITNESS WHEREOF, the parties have duly executed and acknowledged this Agreement on this _____ day of _____, 20__.

FAIRBANKS NORTH STAR BOROUGH

By: _____
Sandra Mota, Division of Land Management

ACKNOWLEDGMENT

STATE OF ALASKA)
)SS
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by SANDRA MOTA, Division of Land Management of the Fairbanks North Star Borough, a municipal corporation of the State of Alaska, on behalf of the corporation.

Notary Public in and for Alaska
My Commission expires:_____

City of North Pole

By: _____

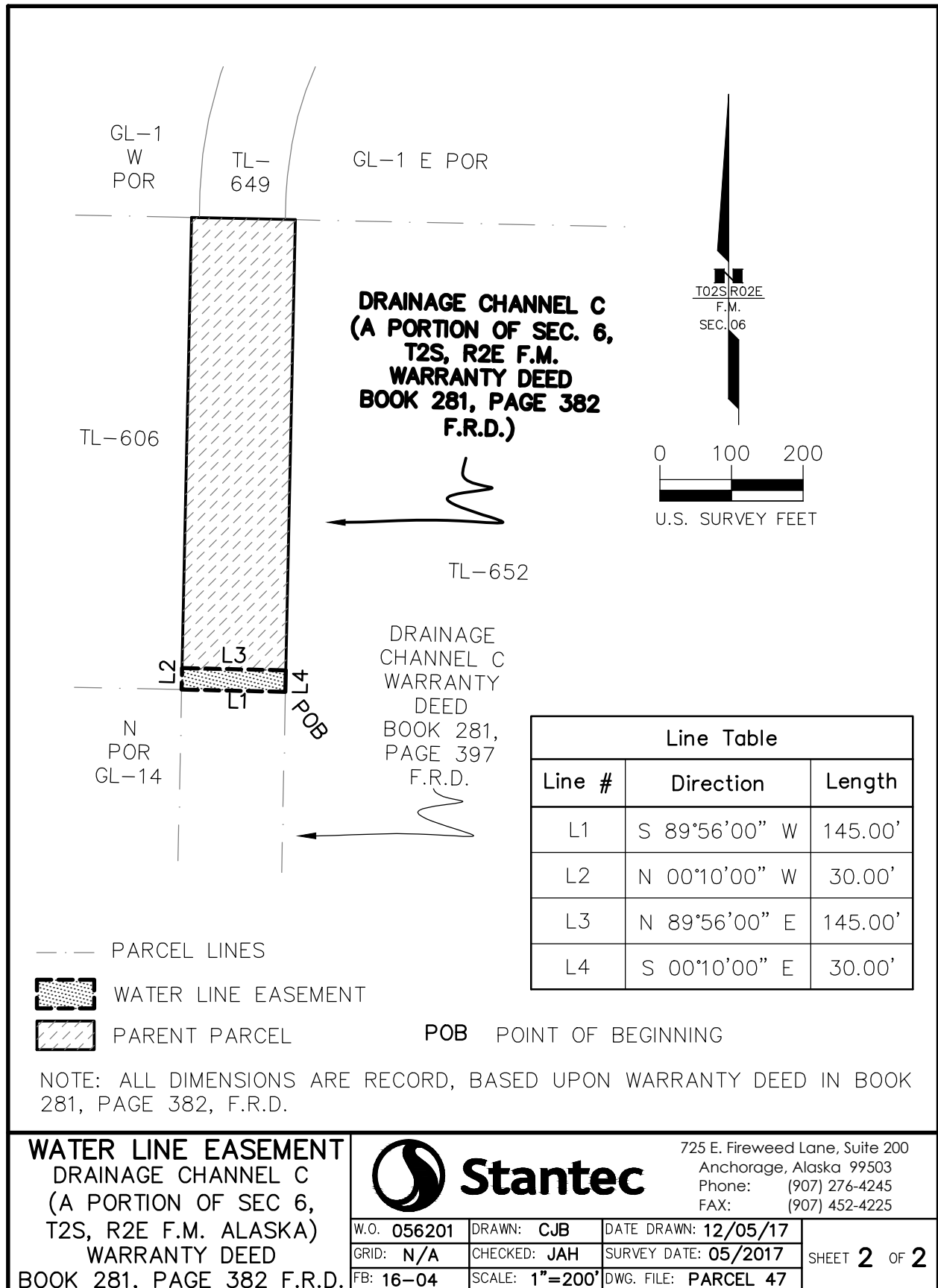
ACKNOWLEDGMENT

STATE OF ALASKA)
)SS
FOURTH JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, City of North Pole, a municipal corporation of the State of Alaska, on
behalf of the corporation.

Notary Public in and for Alaska
My Commission expires: _____

EXHIBIT "A"





FAIRBANKS NORTH STAR BOROUGH

809 Pioneer Road * P.O. Box 71267 * Fairbanks, Alaska 99707-1267

(907) 459-1260 * FAX (907) 459-1255

MEMORANDUM

TO: North Pole City Council

THROUGH: Bryce Ward, Mayor of North Pole

FROM: Christine Nelson, Director *CN*
Community Planning

DATE: January 22, 2018

SUBJECT: VACATION OF A SECTION LINE EASEMENT (VA 001-18)

At its regular meeting of January 17, 2018, the Platting Board of the Fairbanks North Star Borough approved a request by Northland Surveying & Consulting, LLC on behalf of SCH Inc, to vacate a portion of the section line easements within Lot 1-G, Santa's Village and Tract 2 Santa Land as shown on the preliminary plat for Santa Land First Addition, within the E½ Section 9 and the SW ¼ Section 10, T2S R2E FM. (located off Saint Nicholas Drive and E Fifth Avenue).

Alaska Statute 29.40.140 states that no vacation of a city street may be made without the consent of the city council. Although not currently constructed as a city street, the section line easements are reserved for public access and therefore fall under the same requirements. The City Council shall have thirty (30) days from the date of the Board's decision in which to veto that decision. If no veto is received within the thirty-day period, the consent of the City of North Pole shall be deemed to have been given to the vacation. Ultimate approval of the section line easement vacation lies with the State of Alaska Department of Natural Resources.

The Department of Community Planning recommended approval of the vacation to the Platting Board. The Platting Board approved the vacation, voting Five (5) in favor and None (0) opposed.

CN/11

Attachments: Maps
Action Letter
Minutes (draft)
Staff Report
Vacation Application

- ☐ NOT vetoed by North Pole City Council
- ☐ Vetoed by North Pole City Council

Signature of City of North Pole Clerk

Date

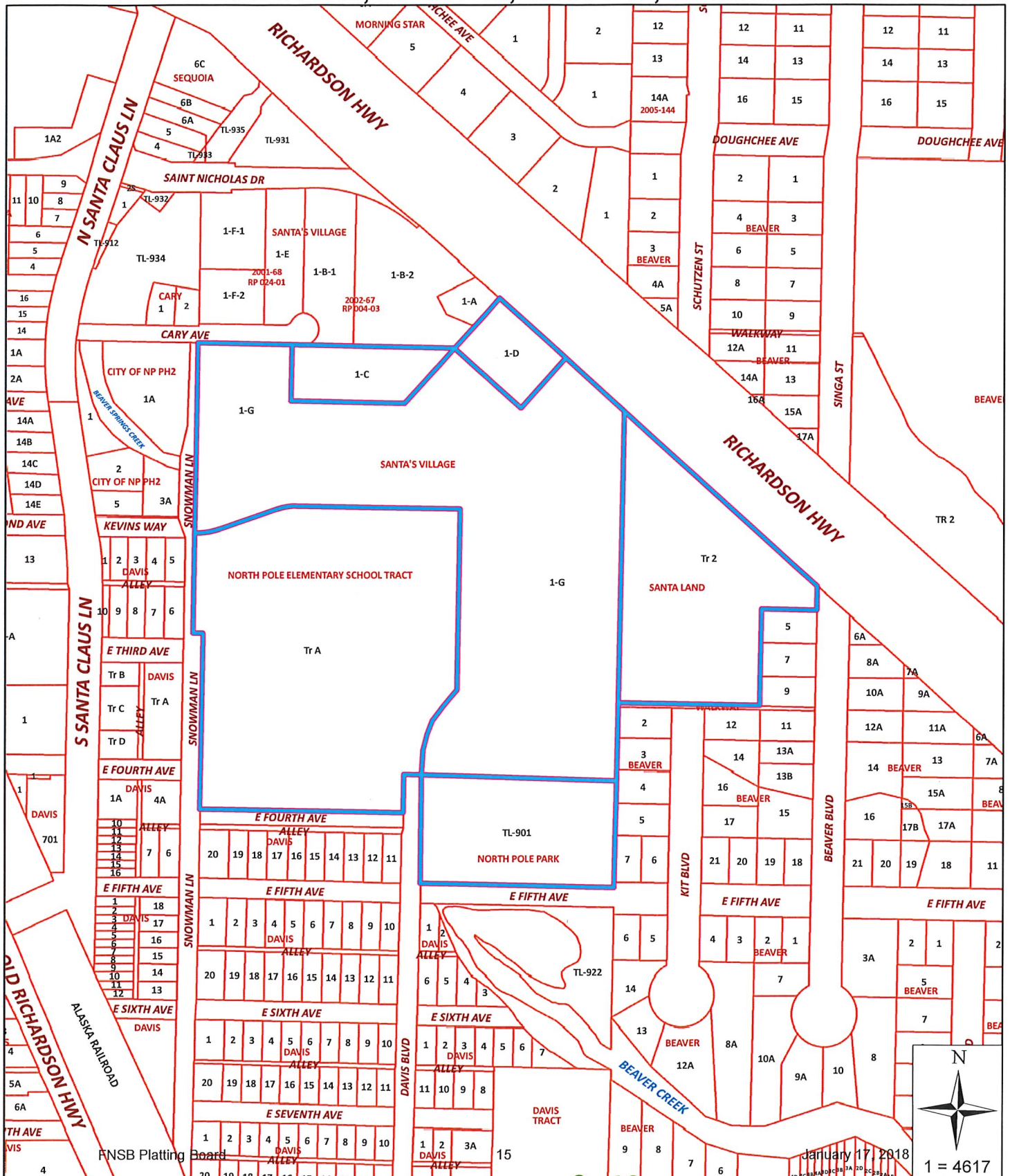


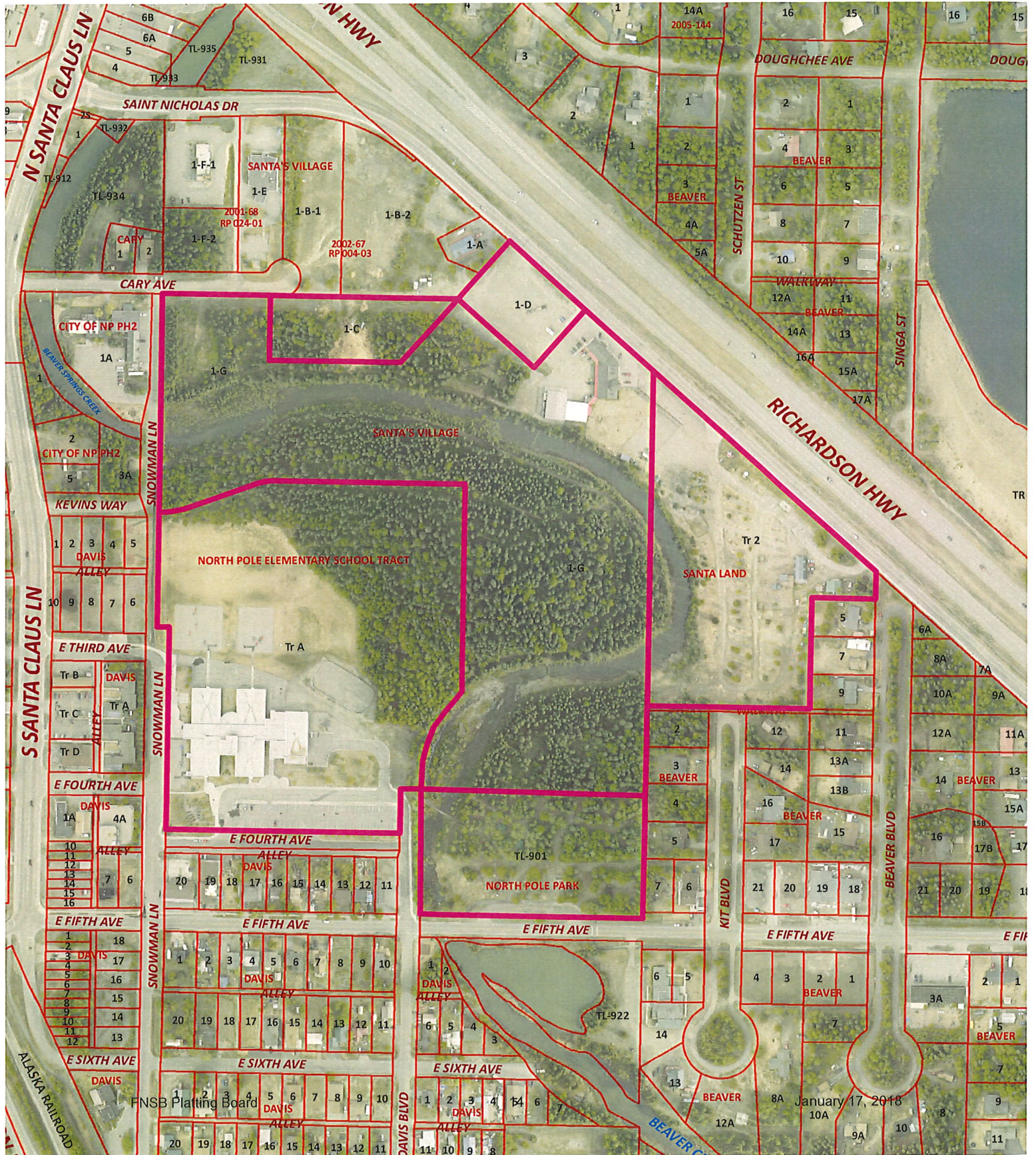
FNSB Dept. Of Community Planning

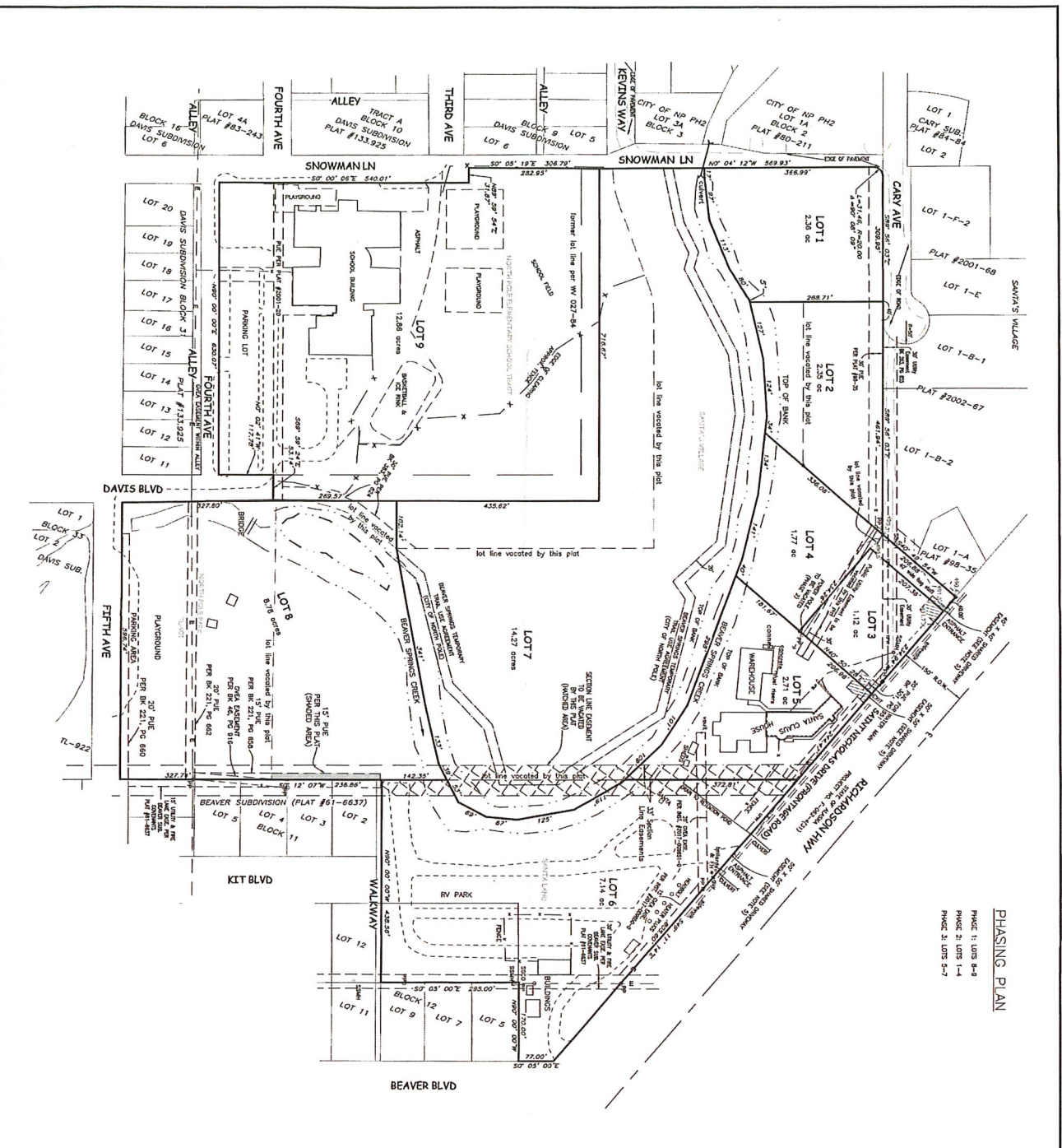
Printed on: Dec 4, 2017

Platting Board

SD 014-18, RP 011-18, VA 001-18, Santa Land First Addition

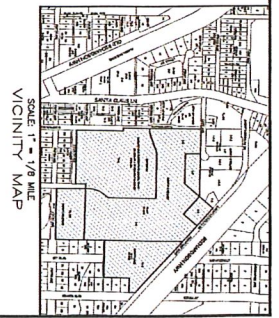






PHASING PLAN

PHASE 1: LOTS 1-4
PHASE 2: LOTS 5-7
PHASE 3: LOTS 8-12



- NOTES**
1. SITES FOR THIS SUBDIVISION ARE SHOWN ON THE SANITARY MAP.
 2. THIS AREA IS WITHIN FLOOD ZONE "X" PER FEMA MAPING DATED MARCH 17, 2014.
 3. THE PURPOSE OF THIS PLAN IS TO CREATE LOTS 1-12, SHOW MAIN LANE, DRIVE, AND VACATE A PORTION OF THE SECTION LINE EASEMENT.
 4. SITE IMPROVEMENTS AS SHOWN ARE PER FIRM 05 & FIELD SURVEY.
 5. THE EXISTING ACCESS POINTS FROM SHANT NICHOLSON DRIVE AND LOTS 1, 4, 5, & 6, SHALL BE SHOWN ACCESS POINTS FOR THE BENEFIT OF LOTS 1, 4, 5, & 6.
 6. THE WETLANDS WITHIN THIS SUBDIVISION CORRELATE WITH THE LOCATION OF BEAVER SPRINGS CREEK FOR WETLANDS MAPPING.

UTILITY EASEMENTS

THESE EASEMENTS ARE SHOWN FOR THE BENEFIT OF THE UTILITY COMPANIES AS SHOWN ON THE SANITARY MAP. THE UTILITY COMPANIES SHALL HAVE THE RIGHT TO REPAIR AND MAINTAIN ANY TOWER, TOWER FOUNDATION OR OTHER UTILITY STRUCTURE OR EQUIPMENT LOCATED WITHIN THE UTILITY EASEMENT. THE UTILITY COMPANIES SHALL BE RESPONSIBLE FOR THE LOCATION OF THE UTILITY EASEMENTS.



**PRELIMINARY PLAT
SANTA LAND
FIRST ADDITION**

VALUATION OF A FARMHOUSE OR SECTION LINE EASEMENT & A BEAVER SPRINGS CREEK (PLAT #100-25) & BEAVER SPRINGS CREEK (PLAT #100-26) & BEAVER SPRINGS CREEK (PLAT #100-27) & BEAVER SPRINGS CREEK (PLAT #100-28) & BEAVER SPRINGS CREEK (PLAT #100-29) & BEAVER SPRINGS CREEK (PLAT #100-30) & BEAVER SPRINGS CREEK (PLAT #100-31) & BEAVER SPRINGS CREEK (PLAT #100-32) & BEAVER SPRINGS CREEK (PLAT #100-33) & BEAVER SPRINGS CREEK (PLAT #100-34) & BEAVER SPRINGS CREEK (PLAT #100-35) & BEAVER SPRINGS CREEK (PLAT #100-36) & BEAVER SPRINGS CREEK (PLAT #100-37) & BEAVER SPRINGS CREEK (PLAT #100-38) & BEAVER SPRINGS CREEK (PLAT #100-39) & BEAVER SPRINGS CREEK (PLAT #100-40) & BEAVER SPRINGS CREEK (PLAT #100-41) & BEAVER SPRINGS CREEK (PLAT #100-42) & BEAVER SPRINGS CREEK (PLAT #100-43) & BEAVER SPRINGS CREEK (PLAT #100-44) & BEAVER SPRINGS CREEK (PLAT #100-45) & BEAVER SPRINGS CREEK (PLAT #100-46) & BEAVER SPRINGS CREEK (PLAT #100-47) & BEAVER SPRINGS CREEK (PLAT #100-48) & BEAVER SPRINGS CREEK (PLAT #100-49) & BEAVER SPRINGS CREEK (PLAT #100-50) & BEAVER SPRINGS CREEK (PLAT #100-51) & BEAVER SPRINGS CREEK (PLAT #100-52) & BEAVER SPRINGS CREEK (PLAT #100-53) & BEAVER SPRINGS CREEK (PLAT #100-54) & BEAVER SPRINGS CREEK (PLAT #100-55) & BEAVER SPRINGS CREEK (PLAT #100-56) & BEAVER SPRINGS CREEK (PLAT #100-57) & BEAVER SPRINGS CREEK (PLAT #100-58) & BEAVER SPRINGS CREEK (PLAT #100-59) & BEAVER SPRINGS CREEK (PLAT #100-60) & BEAVER SPRINGS CREEK (PLAT #100-61) & BEAVER SPRINGS CREEK (PLAT #100-62) & BEAVER SPRINGS CREEK (PLAT #100-63) & BEAVER SPRINGS CREEK (PLAT #100-64) & BEAVER SPRINGS CREEK (PLAT #100-65) & BEAVER SPRINGS CREEK (PLAT #100-66) & BEAVER SPRINGS CREEK (PLAT #100-67) & BEAVER SPRINGS CREEK (PLAT #100-68) & BEAVER SPRINGS CREEK (PLAT #100-69) & BEAVER SPRINGS CREEK (PLAT #100-70) & BEAVER SPRINGS CREEK (PLAT #100-71) & BEAVER SPRINGS CREEK (PLAT #100-72) & BEAVER SPRINGS CREEK (PLAT #100-73) & BEAVER SPRINGS CREEK (PLAT #100-74) & BEAVER SPRINGS CREEK (PLAT #100-75) & BEAVER SPRINGS CREEK (PLAT #100-76) & BEAVER SPRINGS CREEK (PLAT #100-77) & BEAVER SPRINGS CREEK (PLAT #100-78) & BEAVER SPRINGS CREEK (PLAT #100-79) & BEAVER SPRINGS CREEK (PLAT #100-80) & BEAVER SPRINGS CREEK (PLAT #100-81) & BEAVER SPRINGS CREEK (PLAT #100-82) & BEAVER SPRINGS CREEK (PLAT #100-83) & BEAVER SPRINGS CREEK (PLAT #100-84) & BEAVER SPRINGS CREEK (PLAT #100-85) & BEAVER SPRINGS CREEK (PLAT #100-86) & BEAVER SPRINGS CREEK (PLAT #100-87) & BEAVER SPRINGS CREEK (PLAT #100-88) & BEAVER SPRINGS CREEK (PLAT #100-89) & BEAVER SPRINGS CREEK (PLAT #100-90) & BEAVER SPRINGS CREEK (PLAT #100-91) & BEAVER SPRINGS CREEK (PLAT #100-92) & BEAVER SPRINGS CREEK (PLAT #100-93) & BEAVER SPRINGS CREEK (PLAT #100-94) & BEAVER SPRINGS CREEK (PLAT #100-95) & BEAVER SPRINGS CREEK (PLAT #100-96) & BEAVER SPRINGS CREEK (PLAT #100-97) & BEAVER SPRINGS CREEK (PLAT #100-98) & BEAVER SPRINGS CREEK (PLAT #100-99) & BEAVER SPRINGS CREEK (PLAT #100-100)

File Copy



January 22, 2018

Northland Surveying & Consulting LLC
326 Driveway Street, Suite 102
Fairbanks, AK 99701

Re: **SD014-18 Santa Land First Addition**

Dear Richard,

At its regular meeting on January 17, 2018 the Platting Board of the Fairbanks North Star Borough considered your request on behalf of SCH Inc and the Fairbanks North Star Borough, to replat Lots 1C, 1D & 1G, Santa's Village; Tract 2, Santa Land; Tract A, North Pole Elementary School Tract; and a portion of the E ½ Section 9, T2S, R2E (also known as Tax Lot 901); a total of approximately 53.4 acres. The properties are located within the E ½ Section 9 & the SW ¼ Section 10, T2S, R2E, FM and will be replatted into nine lots ranging in size from 1.12 acres to 14.27 acres in three phases. The request includes a variance for a turnaround at the north end of Davis Boulevard; two variances for the required road width on Snowman Lane; and a vacation of a portion of the Section Line Easement (located on Snowman Lane, Davis Boulevard, Fourth Avenue, Fifth Avenue, Cary Ave and Saint Nicholas Drive).

The Board approved the following two (2) variances and one (1) vacation:

- Variance #1: A variance to FNSBC 17.56.080.D to waive the requirement for a cul-de-sac or temporary turnaround at the north end of Davis Boulevard;
- Variance #2: A variance from 17.56.080.B to allow the minimum right-of-way width to remain at approximately 30 feet in width on Snowman Lane between Kevins Way and E Third Avenue: and
- Vacation : A vacation of the section line easement within proposed Lots 5, 6 & 7 Santa Land First Addition.

The Board denied the following variance:

- Variance #3: A variance from 17.56.080.B that would allow the minimum right-of-way width to remain at approximately 30' on Snowman Lane between Lot 1A, City of North Pole Phase 2 and proposed Lot 1

The Board gave preliminary approval to the request, subject to the following conditions:

1. GVEA and IGU shall be given 10 days to review and comment on the final plat.
2. The approved variance(s) shall be noted on the final plat.

3. Ten feet of right-of-way shall be provided for Snowman Lane along the western boundary of Lot 1 with phase 2 to bring this portion of right-of-way to a width of 40'.
4. Standard driveway notes shall be added to the final plat for the City of North Pole and the State of Alaska DOT&PF.
5. A note shall be added to the final plat regarding the non-navigable status of Beaver Springs Creek.
6. The final plat for the first phase shall be submitted by January 17, 2020. The final plat for the last phase shall be submitted by January 17, 2024.

The developer is strongly encouraged to meet with Borough engineering staff to discuss the required improvements for the subdivision before beginning construction of the improvements.

Interim inspections by a registered professional are required during road construction per 17.60.170.G. These inspections shall occur, at a minimum, at the sub-base, the base, and the surface course phases of construction. A report of the inspection findings must be included with the final plat submittal.

Upon non-veto by the City Council, a final plat must be prepared by a registered land surveyor and submitted to this office within 24 months of the City Council action or the preliminary approval will become void.

The final plat for the first phase must be prepared by a registered land surveyor and submitted to this office by January 17, 2020, and the final plat of the last phase by January 17, 2024 or the preliminary approval will become void.

If you have any question regarding this matter, please contact the Fairbanks North Star Borough Department of Community Planning at 907 Terminal Street, 459-1260.

Sincerely,


Angela Parker
Platting Officer

Enclosure to Addressee

cc:

ADOT Planning
Pete Eagan, ADOT ROW
David Bredlie, FNSB Public Works Engineer
Bill Butler, City of North Pole Public Works
David Prusak, IGU
Jacquie Goss, GVEA
SCH, Inc.
FNSB Land Management

FNSB PLATTING BOARD

MINUTES

January 17, 2018

A regular meeting of the Fairbanks North Star Borough Platting Board was held in the Mona Lisa Drexler Assembly Chambers, Juanita Helms Administrative Center, 907 Terminal Street, Fairbanks, Alaska. The meeting was called to order at 6:00 p.m. by Randy Pitney, Chair.

ROLL CALL

Members Present: Peter Flint, Kellie Fritze, Troy Hicks, Jason McComas-Roe, Clint Meyer, Bill Mendenhall and Randy Pitney

Members Absent: Crystal Haman and Whitney Malin

Others Present: Noah Klein, George Stefan, Angela Parker, David Bredlie and Laura McLean

MESSAGES

Citizens Comments – limited to three (3) minutes

Chairs Comments –

Pitney commented about an article in the NewsMiner featuring Mr. Mendenhall.

Disclosure and Statement of Conflict of Interest –

Hicks disclosed that he has a conflict with both items on the agenda. His wife is the applicant's representative for both items. **Pitney** confirmed that he has a conflict and will not hear either item.

Meyer disclosed that he has a conflict with the Santa Land request. His wife works for FNSB Land Management which is the property owner. **Pitney** confirmed that he has a conflict and will not hear this item.

APPROVAL OF AGENDA AND CONSENT AGENDA

Approval of Consent Agenda passes all routine items indicated by asterisk (*) on the agenda. Consent Agenda items are not considered separately unless and Commission or Board member or citizen so requests. In the event of such request, the item is returned to the general agenda.

MOTION: A motion to remove the minutes of the December 20, 2017 meeting from the Consent Agenda by **Meyer**, seconded by **McComas-Roe**.

ROLL CALL: Motion carried without objection.

MOTION: A motion to approve the Consent Agenda minus the minutes of the December 20, 2017 meeting by **Flint**, seconded by **Fritze**.

ROLL CALL: Motion carried without objection.

***MINUTES**

The minutes of December 17, 2017 meeting are not prepared for approval. They will be available at the February 21, 2018 meeting for approval.

***CONSENT AGENDA ITEMS**

1. ***SD017-14 Arbor Estates Subdivision Third Addition (Extension)** A request by Northland Surveying & Consulting LLC, on behalf of the Richard A. & Rachel K. Levine Trust, for a two-year extension to the Platting Board's approval of the last phase of Arbor Estates Subdivision Third Addition, a request to subdivide TL-1501 and TL-1513, totaling approximately 12.5 acres, into six lots ranging in size from 1.8 to 3.0 acres, within the NW¼ SE¼ Sec 15, T1N, R1W, FM (located on Summit Drive and Lancaster Drive).

OATH

QUASI-JUDICIAL HEARING

1. **SD014-18 Santa Land First Addition** A request by Northland Surveying & Consulting, LLC, on behalf of SCH Inc and the Fairbanks North Star Borough, to replat Lots 1C, 1D & 1G, Santa's Village; Tract 2, Santa Land; Tract A, North Pole Elementary School Tract; and a portion of the E ½ Section 9, T2S, R2E (also known as Tax Lot 901); a total of approximately 53.4 acres. The properties are located within the E ½ Section 9 & the SW ¼ Section 10, T2S, R2E, FM and will be replatted into nine lots ranging in size from 1.12 acres to 14.27 acres in three phases. The request includes a variance for a turnaround at the north end of Davis Boulevard; two variances for the required road width on Snowman Lane; and a vacation of a portion of the Section Line Easement (located on Snowman Lane, Davis Boulevard, Fourth Avenue, Fifth Avenue, Cary Ave and Saint Nicholas Drive).

Parker presented the Staff Report. Based on Staff analysis, the Department of Community Planning recommends APPROVAL of the subdivision with the following seven (7) conditions:

1. GVEA and IGU shall be given 10 days to review and comment on the final plat.
2. The approved variance(s) shall be noted on the final plat.
3. Ten feet of right-of-way shall be provided for Snowman Lane along the western boundary of Lot 1 with phase 2 to bring this portion of right-of-way to a width of 40'.
4. Standard driveway notes shall be added to the final plat for the City of North Pole and the State of Alaska DOT&PF.
5. A note shall be added to the final plat regarding the non-navigable status of Beaver Springs Creek.

6. The final plat for the first phase shall be submitted by December 20, 2019. The final plat for the last phase shall be submitted by December 20, 2023.

Furthermore, staff recommended adoption of the following eight (8) Findings of Fact and the Staff Report in support of approval:

- a) The subdivision vacates a portion of a section line easement and creates nine lots from six in three phases.
- b) No road construction is required for this subdivision.
- c) The additional right-of-way dedication for Snowman Lane at Lot 1 provides the required 40' for a Local 1 road (FNSBC 17.56.080.B).
- d) The status of Beaver Springs Creek, also known as Thirtymile Slough, has been reviewed by DNR. DNR finds that it is "highly doubtful" that Beaver Springs Creek would be considered navigable water for title purposes.
- e) The subdivision is within the City of North Pole.
- f) Saint Nicholas Drive is maintained by Alaska DOT&PF.
- g) Both the City of North Pole and Alaska DOT&PF find that the existing rights-of-way provide sufficient area for the existing road improvements and planned future road improvements; therefore no corner roundings are required.
- h) With the conditions recommended by staff, this replat meets the applicable requirements of Title 17.

Paula Hicks, Northland Surveying & Consulting, addressed the Platting Board. She stated that with regard to Variance #3, the correct opportunity to dedicate the additional right-of-way for Snowman Lane would have been with Plat 82-11. She further commented that in 1980 when this plat was done the City of North Pole chose to widen the road and not dedicate any extra width on Snowman Lane. If additional right-of-way was needed it should have been taken from Lot 1A, Block 2 of this plat. The road is currently being used to access City of North Pole facilities. She commented that it is unnecessary and impractical to request a 10' dedication on the east side of Snowman Lane within the proposed Lot 1 of Santa Land 1st Addition. The 10' of additional right-of-way would be taken from her client without compensation to be used for access to City of North Pole facilities. The 10' would also create a disjointed, non-linear right-of-way.

Applicant Testimony

Merle Jantz, Jantz & Associates, addressed the Platting Board. He stated that he is the project manager for SCH, Inc. He requested that the Platting Board support the replat, the vacation and all three (3) of the variances.

Jantz further commented that with regard to Variance #3, the property has been like it is for better than 50 years. When the replat happened in 1980, if it was a problem it should have been addressed then. Additionally, in 2006, his firm designed an addition to the Police Station that is located on Snowman Lane. At that time, he indicated to the City of North Pole that if they needed additional right-of-way this would be the time to request it. At the time the City of North Pole deemed it not necessary. At no point has the City of North Pole approached the owner of this property (SCH, Inc.) and asked for any type of use agreement to stack snow. It has not been a problem and it does not need to be solved. The land owner is not willing to give up an

additional 10 feet. Jantz encouraged the Platting Board to grant Variance #3 and to adopt the entire preliminary plat.

Flint queried if the applicant ever discussed an easement with the City of North Pole. **Jantz** replied that the City of North Pole had the opportunity to do so. It has never happened.

Pitney commented that things could have changed in the last few years. **Jantz** responded that the City of North Pole made it quite clear that they did not need it then. He further commented that if there was an issue between then and now, they would have heard about it.

Interested Person Testimony

None

Applicant Rebuttal

None

MOTION: A motion was made by **Ms. Fritze**, seconded by **Mr. Flint** to approve SD014-18, adopting the six (6) conditions, eight (8) findings of fact and the staff report in support of approval.

MOTION: A motion was made by **Ms. Fritze**, seconded by **Mr. Flint** to approve a variance from 17.56.080.D to waive the requirement for a cul-de-sac or temporary turnaround at the north end of Davis Boulevard, adopting the staff report and findings of fact in support of this decision.

Flint stated that he believes that all parties involved are in agreement with this request and he intends to vote in favor of the variance.

McComas-Roe concurred.

ROLL CALL: 5 in favor Flint, Fritze, McComas-Roe, Mendenhall, and Pitney.
0 opposed

MOTION: A motion was made by **Mr. Flint**, seconded by **Ms. Fritze** to approve a variance from FNSBC 17.56.080.B to allow the minimum right-of-way width to remain at approximately 30 feet in width on Snowman Lane between Kevins Way and E Third Avenue adopting the staff report and findings of fact in support of this decision.

ROLL CALL: 5 in favor Flint, Fritze, McComas-Roe, Mendenhall, and Pitney.
0 opposed

MOTION: A motion was made by **Ms. Fritze**, seconded by **Mr. Flint** to deny a variance from FNSBC 17.56.080.B that would allow the minimum right-of-way width to remain at approximately 30' on Snowman Lane between Lot 1A, City of North Pole Phase 2 and proposed Lot 1 adopting the staff report and findings of fact in support of this decision.

McComas-Roe commented that he intends to support the recommendation of staff.

Fritze concurred.

ROLL CALL: 5 in favor Flint, Fritze, McComas-Roe, Mendenhall, and Pitney.
0 opposed

MOTION: A motion was made by **Mr. McComas-Roe**, seconded by **Mr. Flint** to approve VA001-18, a vacation of a portion of the section line easement between sections 9 & 10, T2S, R2E, FM, adopting the staff report and findings of fact in support of this decision.

ROLL CALL: 5 in favor Flint, Fritze, McComas-Roe, Mendenhall, and Pitney.
0 opposed

ROLL CALL: 5 in favor Flint, Fritze, McComas-Roe, Mendenhall, and Pitney.
(Main) 0 opposed

Mr. Meyer and Mr. Hicks rejoined the meeting.

UNFINISHED BUSINESS

None

NEW BUSINESS

1. Election of Chair and Vice-Chair

The Platting Board elected **Mr. Pitney** as Chair and **Mr. Meyer** as Vice-Chair.

2. Boards and Commissions Policy

Nelson discussed this topic with the Platting Board and explained the purpose behind it. The Platting Board was provided a copy of the Policy to review and comment on at the February meeting.

3. Board stipend question

Pitney queried if this topic was still under discussion. **Nelson** clarified that the ordinance went before the Planning Commission and the Platting Board for recommendation. Both bodies recommended approval of the ordinance provided there was a waiver provision to opt-out. The ordinance subsequently died when Mr. Sattley left the Assembly.

EXCUSE PRESENT OR FUTURE ABSENCES

Mr. Pitney commented that Ms. Haman had contacted him previously that she would not be in attendance tonight.

Mr. Flint announced that he is resigning from the Platting Board effective immediately.

McComas-Roe commented that not having full board membership is detrimental. He also commented regarding the process for applying for positions on boards and commission and stated that the process was "murky."

Further discussion ensued regarding the process of applying for a position on a Board or Commission.

Pitney suggested that the "re-up" letters be sent out in September so that there is ample time for the application to go through the process.

McComas-Roe spoke to the issue of absences and questioned if it is possible to make the rules more rigid.

CITIZENS COMMENTS

None

BOARD MEMBER COMMENTS / COMMUNICATIONS

Flint said goodbye to the Platting Board.

ADJOURNMENT

SD014-18 Santa Land First Addition

January 17, 2018

STAFF REPORT

TO: Fairbanks North Star Borough Platting Board
THROUGH: D. Christine Nelson, Director of Community Planning
FROM: Angela Parker, Platting Officer

Applicant/Owner: SCH Inc
101 Saint Nicholas Drive
North Pole, AK 99705

Fairbanks North Star Borough
PO Box 71267
Fairbanks, AK 99707

Surveyor: Northland Surveying & Consulting, LLC
326 Driveway Street, Ste 102
Fairbanks, AK 99701

**Specific Request/
Legal Description:** To replat Lots 1C, 1D & 1G, Santa's Village; Tract 2, Santa Land; Tract A, North Pole Elementary School Tract; and a portion of the E ½ Section 9, T2S, R2E (also known as Tax Lot 901); a total of approximately 53.4 acres. The properties are located within the E ½ Section 9 & the SW ¼ Section 10, T2S, R2E, FM and will be replatted into nine lots ranging in size from 1.12 acres to 14.27 acres in three phases. This application includes three variance requests and a vacation of a section line easement.

Location/Access: Cary Avenue, Fourth Avenue, Fifth Avenue, Davis Boulevard, Snowman Lane & Saint Nicholas Drive

Existing Land Use: Tax Lot 901; Lots 1C & 1D Santos Village: Vacant land
Tract A, North Pole Elementary School Tract: Exempt
Lot 1G Santos Village and Tract 2 Santa Land: Commercial

Current Zoning: Lots 1C & 1D, Santos Village: General Commercial
Lot 1G, Santos Village; Tract A, North Pole Elementary School Tract; Tract 2, Santa Land; and Tax Lot 901, Section 9 T2S, R2E, FM: General Use (GU-1)

Comprehensive Plan: Commercial; Mixed Commercial/Residential/Office; Parks/Open Space; Education

Soils: Jarvis-Salchaket complex; Jarvis fine sandy loam; urban land

Flood Zone: Tax Lot 901; Tract A, North Pole Elementary School Tract; and Santos Village Lot 1C: X: Protected by Levee (100%)

Tract 2, Santa Land: X: Protected by Levee (97%), X (3%)

Lot 1G, Santos Village: X: Protected by Levee (99%), X (1%)

Lot 1D, Santos Village: X: Protected by Levee (76%), X (24%)

Fire Service Area: City of North Pole

History: The subject parcels have all been previously subdivided, except for Tax Lot 901, which is North Pole Park, owned by the Fairbanks North Star Borough.

Specific Request: The proposed subdivision creates nine lots from six in three phases. The applicants are proposing a land swap between FNSB and SCH, Inc as well as creating three additional lots. Three variance requests have been submitted with the preliminary plat:

Variance #1 (VR014-18): A request to waive the requirements of FNSBC 17.56.080.D, "roads shall end in a cul-de-sac or temporary turnaround" in regards to the north end of Davis Boulevard.

Variance #2 (VR017-18): A request to waive the requirements of FNSBC 17.56.080.B, minimum right-of-way width for a Local 1 road in regards to a portion of Snowman Lane between Kevins Way and E Third Avenue (this section limited to pedestrian traffic only).

Variance #3 (VR018-18): A request to waive the requirements of FNSBC 17.56.080.B, minimum right-of-way width for a Local 1 road in regards to a portion of Snowman Lane just south of Cary Avenue (along proposed Lot 1).

A portion of the section line easement between Sections 9 & 10, T2S, R2E is proposed to be vacated within proposed Lots 5, 6 & 7.

Access: Currently, Tract A, North Pole Elementary School Tract has access from E Fourth Avenue via Davis Boulevard. Tax Lot 901, also known as North Pole Park, has access from E Fifth Avenue. Tract 2, Santa Land and Lots 1D & 1G Santas Village have access from Saint Nicholas Drive. Lot 1C Santas Village has access from Cary Avenue. In addition, Tract A, North Pole Elementary School Tract and Lot 1G, Santas Village have access from Snowman Lane. Lot 1G, Santas Village also has access via Cary Avenue.

The proposed replat will result in the following accesses for each lot:

- Lot 1: Cary Avenue and Snowman Lane
- Lot 2: Cary Avenue
- Lot 3: Saint Nicholas Drive
- Lot 4: Saint Nicholas Drive
- Lot 5: Saint Nicholas Drive
- Lot 6: Saint Nicholas Drive and Beaver Boulevard
- Lot 7: Snowman Lane
- Lot 8 (North Pole Park): E Fifth Avenue and Davis Boulevard
- Lot 9 (North Pole Elementary): E Fourth Avenue, Davis Boulevard and Snowman Lane

Soils Report: The properties are located within the City of North Pole and are required to connect to municipal sewer and water services; therefore, no soils report is required.

FNSB In-house Review:

Transportation Planning (D Galligan, Transportation Planner): Community Planning—
Transportation has the following comments:

- We need a justification for the vacation of the section line easement. It is not in the road plan or the trails plan; however, a written explanation and justification will be needed to determine support.
- Community Planning-Transportation is in support of the variance for a turnaround at the end of Davis Road (Title 17.64). This road ends in the parking lot for the North Pole Elementary School, allowing adequate space for emergency vehicle turn around.
- Corner roundings are required on every roadway corner on the plat (Title 17.56.100.C.2). This includes corners on Fifth Avenue, Fourth Avenue, Davis Boulevard, Snowman Lane, Cary Avenue and Saint Nicholas Drive.

- Where is the access for Lot 7? If it is onto Snowman Lane, it should be shown on the plat.
- Snowman Lane needs to be dedicated from Cary Avenue to Third Avenue for proper roadway width (Title 17.56.020.B.3 and 17.56.080.B).
- The public improvements along Snowman Lane need to be shown.
- Lots 2, 3 & 4 create a split zone. The applicant may want to rezone as part of the North Pole Rezone project.
- Show the access points for Lots 3, 4, 5 & 6 on the plat, not just in the notes.
- Regarding Variance #3 (VR018-18): Community Planning-Transportation does not support this variance application. Title is clear on this that a minimum right-of-way is 40 feet for a Local 1 road. Past acceptance of the roadway by the borough is not a compelling reason to not have to comply with existing standards. Standards change, and as platting requests come in it is the borough's opportunity to enact the current standards. Also, just because the road serves municipal access now, 1) does not mean it will be that way in the future, and 2) is not a substantial reason for granting a variance to title.
- Regarding the Vacation Request: The Comprehensive Road Plan doesn't identify this section line easement for improvement or as any part of a long-term improvement strategy. Given the roadway network within the area and the existing development around the section line easement, I agree that it is impractical to maintain the easement when the surrounding properties could benefit from its vacation and have no objection to this vacation request.

Street Addressing (B Witte, GIS Specialist): Labels on numbered avenues are missing directionals. On the plat, incorrect labels include E Third Ave, E Fourth Ave, and E Fifth Ave.

On the vicinity map, incorrect labels include E First Ave, E Second Ave, E&W Third Ave, E&W Fourth Ave, and E&W Fifth Ave and N/S directional missing on N&S Santa Claus Ln.

There are no issues with addressing. As owners build new structures on the new lots, they can apply for addresses for the new development.

Public Works Engineering (D Bredlie, Public Works Engineer):

Public Works defers to the City of North Pole as the managing authority for the roadways in question regarding the corner roundings.

Public Works supports variance VR014-18. The requirement for a turnaround at the north end of Davis Boulevard is impractical due to the surrounding development. Davis Boulevard north of Fourth Avenue acts as a driveway to the school parking lot and a cul-de-sac should not be required.

Public Works does not have any comments regarding the section line easement vacation.

Zoning (M Singh, Planner): Current Planning has no objections to this plat request because the proposed lots meet the minimum lot size requirements established by Title 18; however, it is highly recommended that the developer rezone the subject area to correct the existing split zones and the split zones created with this plat. There is no application fee to rezone a split zone parcel.

Currently, Lots 1C and 1D, Santas Village are zoned General Commercial (GC); and Lot 1G Santas Village and Tract 2 Santa Land are zoned General Use (GU-1). Currently Tract A, North Pole Elementary School Tract is a split zone parcel with GU-1 and Multiple-Family Residential (MF) zones. Tax Lot 901 is a split zone parcel with GU-1 and OR zones.

This platting request affects the existing split zones and creates new split zones. The proposed Lot 8 will be a split zone with OR and GU-1 zones; proposed Lot 9 will be a split zone with GU-1 and MF zones; proposed Lot 4 will be a split zone with GC and GU-1 zones; and proposed Lot 2 will be a split zone with GC and GU-1 zones.

Flood (N Durham, Floodplain Administrator): The properties are within Flood Zone X: Protected by Levee and X; therefore, they are not required to meet Title 15 Floodplain Management Regulations.

Trails (B Wright, Trails Coordinator): A request for comment was sent by staff on November 3, 2017. No comments were returned.

Land Management (S Rowton, Land Officer): As owner of land subject to this action, Land Management will not be commenting in the Reviewer capacity.

Agency and Utility Review:

ACS: A request for comment was sent by the applicant on October 20, 2017. No response has been received to date.

ADOT: ADOT&PF has reviewed the request and has the following comments:

- Edit Note 5—Prohibit any new direct access to Saint Nicholas Drive.
- No concerns with the vacation of the section line easement.
- Corner rounding is not required.

GCI: A request for comment was sent by the applicant on October 20, 2017. No response has been received to date.

IGU: No objection; requests review of the final plat.

GVEA (Jacquie Goss, Right-of-Way Agent): No objection to approval of the preliminary plat; requests review of the final plat.

USACE: A request for comment was sent by the applicant on October 20, 2017. No response has been received to date.

ADF&G (M Wessel, Habitat Biologist): The plat is showing the new lots 1-9, the FNSB land swap and the vacating of part of a section line easement and does not indicate any construction or disturbance to Beaver Springs Creek. We have no objections.

DNR Division of Mining, Land & Water (W Steinberger, Natural Resource Specialist III): From my quick review of the available aerial photography, Thirtymile Slough (locally known as Beaver Springs Creek and Beaver Spring Slough) was disconnected from the flowing waters of the Tanana River prior to 1949. Unlike Chena Slough, just below the diversion structure there is very little visible water within Thirtymile Slough. In the August 1950 aerial photography at the Diversion structure Chena Slough had substantial clear water flow, almost to the same width as Thirtymile Slough at its confluence with Chena Slough. In the 1950 photo there was gravel extraction taking place a few hundred feet upstream from the Middle School and Grange. It is highly doubtful that Thirtymile Slough would be considered navigable water for title purposes, AS 38.04.062.

City of North Pole (Bill Butler, Director of City Services):

- The City does not need corner rounding for this plat.
- The City would appreciate space along Snowman Lane of Lot 1 dedicated in an easement to enable snow placement and/or construction of drainage.

- The section of Snowman Lane adjacent to Lot 7 is a paved pedestrian path and the City does not see a need for additional dedication at this time.

Fairbanks North Star Borough School District (David Norum, Executive Director of Facilities):

The proposal by SCH Inc. has been reviewed by the District and Borough before the Board of Education. The District does not have any concerns regarding the proposed land swap under the following assumptions:

- The existing fence line on the North side of the property remains in place and any costs associated with moving the fence for any reason are paid for by SCH Inc.
- Access to the land is restricted from passing through the existing parking lot on Davis Boulevard.

The District would like to ask for information regarding the development of the land as soon as it is available. Due to the high enrollment of the surrounding schools, how the land is developed will likely have an effect on the present school boundaries.

Variance #1: The applicant has submitted a variance (VR014-18) to the requirements of FNSBC 17.56.080.D, "roads shall end in a cul-de-sac or temporary turnaround" in regards to the north end of Davis Boulevard. The applicant gives the following reason for the variance request:

The requirement is impractical due to the specific conditions of the subdivision. A looped driveway already exists for the elementary school on proposed Lot 9 connecting Davis Boulevard to E Fourth Avenue.

Variance #1 Analysis: FNSBC 17.64.010.A lists the following criteria for variances:

1. The tract to be subdivided is of such unusual size or shape or is surrounded by such development or conditions that the strict application of the provisions of this title shall result in a substantial hardship; or
2. The requirement is impractical or unnecessary due to specific circumstances or conditions of the subdivision or surrounding development.

Only one of the above criteria is required to be met for any variance. The applicant has chosen to use criteria #2 for this variance.

The variance request affects Tract A, North Pole Elementary School Tract. There is a parking lot for the elementary school in the subject area. If a turnaround was required, it would have to be built in the existing parking lot of the elementary school. The parking lot has additional access onto E Fourth Avenue and acts as a looped driveway, eliminating the need for a cul-de-sac.

Public Works supports the variance request, because Davis Boulevard north of Fourth Avenue acts as a driveway for the parking lot of North Pole Elementary School and a cul-de-sac should not be required.

Variance #1 Recommendation: Staff recommends approval of a variance from 17.56.080.D to waive the requirement for a cul-de-sac or temporary turnaround with the following findings of fact:

- a) Davis Boulevard north of E Fourth Avenue acts as a driveway for the parking lot of North Pole Elementary School.
- b) If required, the turnaround/cul-de-sac would be constructed in the existing parking lot of North Pole Elementary School.

- c) The parking lot has additional access onto E Fourth Avenue, resulting in a looped driveway.
- d) The FNSB Public Works Engineer and the Community Planning Transportation Planner support the variance request.
- e) The requirement for a temporary turnaround or cul-de-sac is unnecessary due to the existence of the drive-through parking lot at North Pole Elementary School.

Recommended Motion for Variance #1 (VR014-18):

I move to approve the variance to FNSBC 17.56.080.D to waive the requirement for a cul-de-sac or temporary turnaround at the north end of Davis Boulevard, adopting the staff report and findings of fact in support of this decision.

Variance #2: FNSBC 17.64.010.A lists the following criteria for variances:

- 1. The tract to be subdivided is of such unusual size or shape or is surrounded by such development or conditions that the strict application of the provisions of this title shall result in a substantial hardship; or
- 2. The requirement is impractical or unnecessary due to specific circumstances or conditions of the subdivision or surrounding development.

Only one of the above criteria is required to be met for any variance. The applicant has chosen to use criteria #2 for this variance.

The applicant has submitted a variance (VR017-18) to the requirements of FNSBC 17.56.080.B, minimum right-of-way width for a Local 1 road in regards to a portion of Snowman Lane between Kevins Way and E Third Avenue. The applicant gives the following reasons for the variance request:

- a) The requirement is unnecessary due to the specific conditions of the subdivision. A walkway exists in this location. This portion of Snowman Lane is to remain a walkway.
- b) The City owns the property to the west and the school to the east is owned by FNSB.

Variance #2 Analysis: Snowman Lane is not a through street. The pedestrian walkway encompasses most of the right-of-way for the portion of Snowman Lane between Kevins Way and E Third Avenue, and provides a safe route for students to get to the elementary school. No vehicles are allowed on this section of Snowman Lane. All properties in this area have vehicular access through other existing rights-of-way, including Kevins Way and E Third Avenue.

The City of North Pole stated, "The section of Snowman Lane adjacent to Lot 9 is a paved pedestrian path and the City does not see a need for additional dedication at this time." In a verbal conversation with the City Services Director, it was noted that the City owns the property to the west of the pedestrian path and if additional right-of-way were ever needed, it could be obtained from those lots.

Variance #2 Recommendation: Staff recommends approval of a variance from 17.56.080.B to allow the minimum right-of-way width to remain at approximately 30 feet in width on Snowman Lane between Kevins Way and E Third Avenue with the following findings of fact:

- a) Snowman Lane is not a through street and is not constructed in the portion between Kevins Way and E Third Avenue.
- b) This portion of Snowman Lane, between Kevins Way and E Third Avenue, contains a pedestrian walkway to the elementary school. No vehicles are allowed on this section of right-of-way.
- c) Surrounding properties have vehicular access via other existing rights-of-way.

- d) The pedestrian walkway is not intended to be opened to vehicular traffic in the future.
- e) The City of North Pole owns the property to the west and has stated that they do not require additional right-of-way dedication in this area.
- f) The FNSB Public Works Engineer and the Community Planning Transportation Planner support the variance.
- g) The requirement for additional right-of-way is unnecessary because this portion of Snowman Lane is closed to vehicle traffic and the 30 foot width is sufficient for pedestrian access.

Recommended Motion for Variance #2 (VR017-18):

I move to approve the variance from FNSBC 17.56.080.B to allow the right-of-way for Snowman Lane between Kevins Way and E Third Avenue to remain at 30', adopting the staff report and findings of fact in support of this decision.

Variance #3: FNSBC 17.64.010.A lists the following criteria for variances:

- 1. The tract to be subdivided is of such unusual size or shape or is surrounded by such development or conditions that the strict application of the provisions of this title shall result in a substantial hardship; or
- 2. The requirement is impractical or unnecessary due to specific circumstances or conditions of the subdivision or surrounding development.

Only one of the above criteria is required to be met for any variance. The applicant has chosen to use criteria #2 for this variance.

The applicant has submitted a variance (VR018-18) to the requirements of FNSBC 17.56.080.B, minimum right-of-way width for a Local 1 road in regards to a portion of Snowman Lane between Lot 1A, City of North Pole Phase 2 and proposed Lot 1. The applicant gives the following reasons for the variance request:

- a) The requirement is unnecessary due to the specific conditions of the subdivision. The existing 30' width of Snowman Lane was previously accepted per Plat #80-211 and Plat #98-35. Both platting actions would have been reviewed and accepted by the FNSB Platting Authority.
- b) The City owns the property to the west and this portion of Snowman Lane is currently only being used to access City of North Pole buildings.

Variance #3 Analysis: Plat #80-211 was recorded on December 18, 1980. This was merely a replat of existing lots, consolidating five lots into one lot and two additional lots into a second lot. No new right-of-way was dedicated because no new lots were created; in fact, the number of lots was reduced. The original City of North Pole Phase II subdivision plat was recorded as plat #77-21 on February 14, 1977. The FNSB Community Planning file contains only recorded information and a statement dated February 25, 2010 that states, "The Platting Officers found no record in the PC minutes or microfilm." At the time of these plats, the minimum road right-of-way requirements included 40 feet for a "marginal access street" and 20 feet for "alleys". There is no indication what type of road classification was assigned to Snowman Lane.

Plat #98-35 was recorded on April 17, 1998. This plat created lots that accessed Cary Avenue and Saint Nicholas Drive, and left the large remainder tract of Lot 1-G along Snowman Lane. Lot 1-G also had access onto Saint Nicholas Drive. There is no mention of Snowman Lane in this file.

The City of North Pole has requested an additional 10 feet of right-of-way in the area of the variance request. The Director of City Services for North Pole stated in an email, "Without the 40' easement, the City has no place to push snow or the ability to install drainage." With the additional dedication, Snowman Lane right-of-way will be a total of 40 feet, the minimum required for a Local 1 road (FNSBC 17.56.080.B).

City vehicles currently use Snowman Lane to access the City's garage area. Anyone traveling to City of North Pole offices must use Snowman Lane as well. The Public Works Engineer and Community Planning Transportation Planner do not support this variance.

Variances #2 and #3 are both asking for the same thing—to waive the requirement that the right-of-way for Snowman Lane be 40 feet (the minimum for a Local 1 road). The differences between the two are significant:

- Variance #2 refers to an existing portion of Snowman Lane that is 30 feet wide between Kevins Way and E Third Avenue, but used only for pedestrian traffic. No road is constructed within this portion of the road. This right-of-way is not intended for future use as vehicular access. For Variance #2, the width is sufficient for the use of the right-of-way as pedestrian access only.
- For Variance #3, the existing right-of-way for Snowman Lane along proposed Lot 1 is also 30 feet. However, on this section of Snowman Lane, the road is constructed and used for vehicular traffic entering and exiting the City of North Pole government complex. FNSBC Title 17.56.080.B lists standards for borough roads. Snowman Lane is a Local 1 road, and Title 17 requires a minimum right-of-way width of 40 feet for Local 1 roads. Several garage doors in the City complex open onto Snowman Lane across from proposed Lot 1. The City has requested additional right-of-way to allow sufficient area for year round maintenance of the road, including snow removal and drainage.

Variance #3 Recommendation: Staff recommends denial of a variance from 17.56.080.B that would allow the minimum right-of-way width to remain at approximately 30' on Snowman Lane between Lot 1A, City of North Pole Phase 2 and proposed Lot 1 with the following findings of fact:

- a) Snowman Lane is designated as a Local 1 road.
- b) The portion of Snowman Lane along proposed Lot 1 is only 30 feet wide and does not meet FNSBC road requirements for a Local 1 road.
- c) The road is constructed and currently used as vehicular access.
- d) The City of North Pole has requested an additional 10 feet right-of-way dedication in this area. Without the additional right-of-way, the City cannot provide adequate snow removal and drainage for Snowman Lane.
- e) The FNSB Public Works Engineer and the Community Planning Transportation Planner do not support the variance.
- f) The requirement for a 40 foot wide road is both practical and necessary in the area of Snowman Lane along proposed Lot 1 because of the vehicle traffic coming in and out of the City of North Pole government complex; including police, snowplows and other City vehicles.

Recommended Motion for Variance #3 (VR018-18):

I move to deny the variance from FNSBC 17.56.080.B that would allow the right-of-way for Snowman Lane between Lot 1A, City of North Pole Phase 2 and proposed Lot 1 to remain at 30', adopting the staff report and findings of fact in support of this decision.

Vacation (VA001-18): The portion of the section line easement that runs through proposed Lots 5, 6 & 7 is requested to be vacated. The applicant gives the following reasoning for the vacation:

The section line easement area that we are asking to vacate is not practical for public access because Beaver Springs Creek cuts through it twice between Saint Nicholas Drive and E Fifth Avenue. No bridges exist within the section line easement at these two creek crossings. The existing streets--Saint Nicholas Drive, E Fifth Avenue and Santa Claus Lane--all provide access that is more beneficial to the public. All three of the streets have sidewalks allowing for pedestrian access.

Vacation Analysis: FNSBC 17.32.030.E contains the criteria required for vacations as follows:

1. The platting board shall consider the merits of each vacation request and in all cases the platting board shall deem the area being vacated to be of value to the municipality. It shall be incumbent upon the applicant to show that the area proposed for vacation is no longer practical for the uses or purposes authorized or that other provisions have been made which are more beneficial to the public.
2. Easements established by a dedication are property rights that cannot be extinguished or altered without the approval of the owner(s) of the dominant estate(s) unless the plat or other document creating the dedicated easement provides for an alternative method or methods to extinguish or alter the easement.
3. The platting board may impose such conditions as it deems necessary to ensure compliance with the requirements and purpose of these titles.

The topography within the section line easement is not suitable for road construction within the proposed subdivision. All lots have other access that is more beneficial. In addition to the streets noted by the applicant, there are other streets providing access in this area—Beaver Boulevard, Snowman Lane, and Cary Avenue, to name a few (See Existing Rights-of-Way, Exhibit A).

Within proposed Lot 5 & 6, construction of an access road within this easement would be detrimental to the existing development.

North Pole Park, Lot 8 of the proposed subdivision, also contains a portion of the section line easement. This portion is NOT proposed to be vacated, since it provides access to Beaver Springs Creek through the park.

Alaska DOT&PF did not have any concerns regarding the vacation of the section line easement. FNSBC 17.32.030.F notes the approvals required for vacations. The FNSB Community Planning Transportation Planner agrees that the section line easement is not needed in this area.

Because the section line easement is within the city limits, the City of North Pole will have 30 days to veto the section line easement vacation. If the City does not veto, the vacation request will go to the State of Alaska Department of Natural Resources for final approval.

Vacation Recommendation: Staff recommends approval of the vacation of the section line easement within proposed Lots 5, 6 & 7 Santa Land First Addition with the following findings of fact:

- a) No access road is currently constructed within the section line easement.
- b) Beaver Springs Creek cuts through the section line easement in two locations within the proposed subdivision.
- c) No bridges exist within the section line easement at the creek crossings.
- d) Existing streets provide access to surrounding properties that is more beneficial than the section line easement.

- e) Alaska DOT&PF does not have any concerns about the vacation of the portion of the section line easement within Lots 5, 6 & 7.
- f) The Community Planning Transportation Planner does not object to the vacation request.

Recommended Motion for the Vacation (VA001-18):

I move to approve VA001-18, a vacation of a portion of the section line easement between sections 9 & 10, T2S, R2E, FM, adopting the staff report and findings of fact in support of this decision.

Subdivision Analysis: The subdivision request creates nine lots from six and proposes a swap of land between SCH, Inc and FNSB. This land swap takes a portion of undeveloped property from North Pole Elementary School but adds property to North Pole Park, which is adjacent to the elementary school. New lots are created along Cary Avenue and Saint Nicholas Drive. No new road construction is required for this subdivision.

The applicant proposes three phases for the project. The first phase involves the land swap and creates Lots 8 & 9. Phase 2 creates the new lots along Cary Avenue and Saint Nicholas Drive (Lots 1-4) and will dedicate 10' of right-of-way for Snowman Lane at Lot 1 unless Variance #3 (VR018-18) is approved. Finally, Phase 3 involves the vacation of the section line easement within Lots 5, 6 & 7.

Snowman Lane is an existing right-of-way of varied width between Cary Avenue and E Fourth Avenue that appears to be a Local 1 category road. Along proposed Lot 1, the existing right-of-way for Snowman Lane is 30' wide. The City of North Pole has requested additional right-of-way in this area to allow sufficient width to maintain the road. FNSBC 17.56.080.B requires a minimum of 40' of right-of-way for a Local 1 road. A 10' portion of right-of-way is required for Snowman Lane along Lot 1 to meet the width requirement. The applicant has submitted Variance #3 (VR018-18) to waive this requirement. Public Works and Community Planning do not support this variance request.

Between Kevins Way and Third Avenue, Snowman Lane is not open to vehicles and becomes a pedestrian walkway with a width of 30'. This walkway is adjacent to the elementary school and since it is not intended for vehicular access in the future, it makes sense that no new right-of-way is necessary in this area, as asserted in the request for Variance #2 (VR017-18).

During the preliminary review, there was some question as to whether Beaver Springs Creek was considered navigable water. The issue concerns how the lot lines should be drawn--if the creek is navigable, the lot lines should be the ordinary high water mark of the creek; if the creek is not navigable, the lot lines should be the centerline of the creek.

Staff contacted DNR Division of Mining, Land & Water for their input. According to DNR, Beaver Springs Creek (also known as Thirtymile Slough in DNR records) is not considered navigable waters in the area of the proposed subdivision; therefore, the new lot lines are appropriately shown to the centerline of the creek. Most of the prior subdivisions in the area of Beaver Springs Creek depict the lot lines to the centerline of the creek, which supports DNR's assertion.

There are several intersections on the plat that require corner roundings. FNSBC 17.56.100.C.2 states:

In classifications other than pioneer access roads, corner roundings with a minimum 20-foot radius shall be required at intersections, except the creation of corner roundings shall not be required by platting action that otherwise would require no other right-of-way dedication if the borough engineer and, if existing, a managing public agency of the roadway(s) find the following:

- a. The existing rights-of-way provide sufficient area for the existing road improvements; and
- b. The existing rights-of-way provide sufficient area for planned future road improvements.

For the proposed subdivision, corner roundings are required for Lot 1 at the intersection of Cary Avenue and Snowman Lane; the northeast corner of Lot 6 at Beaver Boulevard and Saint Nicholas Drive; Lot 8 at Davis Road and E Fifth Avenue; Lot 9 at Snowman Lane & E Fourth Avenue; and Lot 9 at Davis Boulevard & E Fourth Avenue.

A corner rounding is already shown at the intersection of Cary Avenue and Snowman Lane. The City of North Pole has jurisdiction over all potential corner roundings in this subdivision except for the one at Beaver Boulevard and Saint Nicholas Drive, which is managed by DOT&PF. Both the City of North Pole and Alaska DOT&PF have provided comments, stating additional corner roundings are not required. The FNSB Public Works Engineer defers to the City of North Pole regarding corner roundings.

Planning noted that the subdivision creates split zones within proposed Lots 2, 4, 8 & 9. This situation does not have any effect on the subdivision plat. However, Community Planning recommends that the applicant correct the split zone issues for ease of development. There is no fee for such an application.

Comprehensive Plan Analysis: The proposed subdivision is located within the Urban Preferred Commercial Area of North Pole as designated by the Fairbanks North Star Borough Regional Comprehensive Plan. The following goals, strategies and actions from the FNSB Regional Comprehensive Plan are applicable to this subdivision application:

Land Use Goal #1: To recognize that the foremost aspect of land use involving private property is the retention and maintenance of private property rights.

Strategy 1: Work for decisions by commissioners and the Assembly that protects individual private property rights to the maximum extent possible.

Strategy 2: Work for community end goals with a minimum impact and disruption of individual private property rights.

Strategy 3: To work to reduce to the fullest extent possible the natural conflict that develops between private property right and community needs and interests.

In regards to Land Use Goal #1 and the associated strategies (1-3), this subdivision application includes both private property and public land within the subdivision boundary. The subdivision as proposed includes small lots and large tracts, and includes a land swap that increases the size of North Pole Park. Beaver Springs Creek runs through this subdivision and serves as a buffer between existing commercial development to the north and existing residential, North Pole Park and the elementary school to the south.

Land Use Goal #3: To have a variety of land uses that fit the diverse needs of the community.

Strategy 6: Provide for commercial land uses in both urban and non-urban areas.

Strategy 9: Recognize individual communities within the Borough as unique planning areas.

Land Use Goal #3 encourages a variety of uses; the proposed subdivision includes an elementary school, commercial uses and a public park. Strategy 9 under this goal encourages recognition of individual communities as unique planning areas. Because the proposed subdivision is within City of North Pole limits, this strategy is accomplished by working with the City of North Pole for ultimate approval of development requirements.

Transportation and Infrastructure Goal #1: To have a safe, efficient, multi-modal transportation system that anticipates community growth.

Strategy 1: Encourage location, design and maintenance of roads based on their function and community needs.

Strategy 4: Integrate safe multiuse trail circulation into road networks and maintain multiuse trails for commuter and recreational purposes.

The proposed subdivision includes a variance to right-of-way width for a portion of Snowman Lane between Kevins Way and E Third Avenue. This is supportable because that portion of Snowman Lane is designated as a pedestrian path and is adjacent to the elementary school. Limiting the right-of-way keeps this pedestrian path safe and satisfies Transportation & Infrastructure Goal #1, which is "to have a safe, efficient, multi-modal transportation system that anticipates community growth." This goal is also satisfied by the requirement for this subdivision to provide an additional 10 feet of right-of-way for Snowman Lane just south of Cary Avenue along proposed Lot 1. The additional 10 feet provides an area for snow removal and drainage, which allows safe passage for vehicles traveling to the City of North Pole offices.

Environment Goal #3: To protect natural systems.

Strategy 7: Consider land development toward areas where natural systems will be least adversely affected.

Strategy 10: Borough public land and open spaces

Environment Goal #3 is "to protect natural systems." Strategy 7 under this goal encourages development where natural systems are least adversely affected. These properties are within the City of North Pole and receive City sewer and water services, which results in less negative effect on natural systems than individual wastewater disposal systems and wells.

Community and Human Resources Goal #1: To have services and facilities that enrich the quality of life for all residents.

Strategy 3: Provide opportunities for community recreation.

The expansion of North Pole Park that occurs through the land swap in this proposed subdivision satisfies Community and Human Resources Goal #1, Strategy 3; to "provide opportunities for community recreation."

Additionally, the City of North Pole has recently completed a Comprehensive Strategic Plan. The City of North Pole Comprehensive Strategic Plan 2016-2021 includes relevant goals, strategies and actions. The following goals from that plan are applicable to this application:

Parks, Recreation and Transportation:

North Pole Goal A: Encourage New Opportunities, Activities and Facilities for Youth and Families in the Community

1. Strategy: Expand recreation opportunities for youth and families
 - f. Action: Establish public recreational sites and trails along the Beaver Springs Creek corridor with the cooperation of affected land owners...
 - g. Action: Work with landowners and developers to establish designated recreation areas, including access to recreation from residential areas.

Parks, Recreation and Transportation, Goal A, Strategy 1, Actions f & g both refer to public recreation areas. For the proposed subdivision, these actions apply to the expansion of North Pole Park. The Beaver Springs Creek corridor is noted in the North Pole Strategic Plan as an area to establish public recreation and trails, with the cooperation of land owners. The proposed subdivision accomplishes this by expanding North Pole Park to the north so that it includes a portion of Beaver Springs Creek. The

applicant also shows a temporary use trail along Beaver Springs Creek through proposed Lot 7.

North Pole Goal C: Improve Traffic Circulation and Safety in North Pole

2. Strategy: Increase bike and pedestrian safety in high-use areas already identified in previous transportation planning efforts.
 - b. Action: Support implementation of the Safe Routes to School plans that have been developed for North Pole schools by FMATS.
 - c. Action: Support implementation of the FMATS 2012 Non-Motorized Transportation Plan.

Parks, Recreation and Transportation Goal C, Strategy 2, actions b & c refer to the Safe Routes to School plan and the Non-Motorized Transportation Plan, both created by FMATS. These goals are relevant to the pedestrian walkway along Snowman Lane and Variance #2. By approving the variance, the pedestrian path is kept at a 30' right-of-way width which, along with barricades, discourages vehicular traffic. This protects those who walk to North Pole Elementary School by giving them a safe place to walk along a quiet path instead of a busy street. These same actions also apply to the variance to waive the requirement for a cul-de-sac or temporary turnaround at the north end of Davis Boulevard. Requiring a cul-de-sac for vehicles to turn around in the parking lot of the elementary school could cause more safety issues with students, parents and teachers in the parking lot.

Subdivision Recommendation: Staff recommends preliminary approval of Santa Land First Addition with the following conditions:

1. GVEA and IGU shall be given 10 days to review and comment on the final plat.
2. The approved variance(s) shall be noted on the final plat.
3. Ten feet of right-of-way shall be provided for Snowman Lane along the western boundary of Lot 1 with phase 2 to bring this portion of right-of-way to a width of 40'.
4. The shared driveway easement within Lot 6 shall be depicted with the same hatching as the other shared driveway easements.
5. Standard driveway notes shall be added to the final plat for the City of North Pole and the State of Alaska DOT&PF.
6. A note shall be added to the final plat regarding the non-navigable status of Beaver Springs Creek.
7. The final plat for the first phase shall be submitted by December 20, 2019. The final plat for the last phase shall be submitted by December 20, 2023.

Findings of fact: Staff further recommends adoption of the staff report and the following findings:

- a) The subdivision vacates a portion of a section line easement and creates nine lots from six in three phases.
- b) No road construction is required for this subdivision.
- c) The additional right-of-way dedication for Snowman Lane at Lot 1 provides the required 40' for a Local 1 road (FNSBC 17.56.080.B).
- d) The status of Beaver Springs Creek, also known as Thirtymile Slough, has been reviewed by DNR. DNR finds that it is "highly doubtful" that Beaver Springs Creek would be considered navigable water for title purposes.

- e) The subdivision is within the City of North Pole.
- f) Saint Nicholas Drive is maintained by Alaska DOT&PF.
- g) Both the City of North Pole and Alaska DOT&PF find that the existing rights-of-way provide sufficient area for the existing road improvements and planned future road improvements; therefore no corner roundings are required.
- h) With the conditions recommended by staff, this replat meets the applicable requirements of Title 17.

Recommended Motion:

I move to approve Santa Land First Addition with the seven conditions, adopting the eight findings of fact and the staff report in support of this decision.

ap/L1

DPOs sent	34	Parcels notified	57
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THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Transportation and
Public Facilities

NORTHERN REGION
PLANNING

2301 PEGER ROAD
FAIRBANKS, ALASKA 99709-5316
Main: 907-451-5151
TDD: 907-451-2363
Fax: 907-451-2313
www.dot.state.ak.us

November 29, 2017

Paula Hicks, PLS
Northland Surveying & Consulting LLC
326 Driveway Street, Suite 102
Fairbanks, Alaska 99701
Phicks.nlsc@gmail.com

Property Owner/Developer: SCH INC

Type of Request: Preliminary Plat: Santa Land First Addition

Property Location: A Replat of lots 1-C, 1-D, & 1-G, Santa's Village & Tract 2, Santa Land & TL-907 & Tract A, North Pole Elementary School Tract, within the E1/2 Section 9, & the SW1/4 Section 10, T.2S., R.2E., Fairbanks Meridian, Alaska, Fairbanks Recording District

ADOT&PF has reviewed the above request and has the following comments:

- Edit Note 5- Prohibit any new direct access to St.Nicholas.
- No concerns with the vacation of the section line easement.
- Corner rounding is not required.

Driveways on state owned roads must meet current Alaska DOT&PF standards. If they do not meet these standards, ADOT&PF may request that they be modified to do so. If the owner wishes to modify an existing permitted driveway, or create a new driveway, an ADOT&PF driveway permit is required. The ADOT&PF permitting website can be found at: <http://www.dot.state.ak.us/permits/index.shtml>

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Randi Motsko".

Randi Motsko
Fairbanks Area Transportation Planner
(907) 451-2386

cc: George Stefan, FNSB
Angela Parker, FNSB
Dan Welch, FNSB

"Keep Alaska Moving through service and infrastructure."



Fairbanks North Star Borough
Department of Community Planning
907 Terminal Street/P.O. Box 71267
Fairbanks, Alaska 99707-1267
(907) 459-1260 Fax: (907) 205-5169
plattng@fnsb.us

For Office Use Only

Received By: _____

Receipt No.: _____

Date Submitted: COMM. PLANNING DEPT

NOV 16 2017

RECEIVED

PRELIMINARY VACATION APPLICATION

File # SD014-18 / VAD01-18

FEES: ☒ \$500 Public ROW Vacation Plat
✳ (\$250 if part of preliminary plat/replat)

*****FEES ARE NON-REFUNDABLE*****

☐ \$75 Public Utility Easement (PUE) Vacation (for each vacation)

Applicant:	Surveyor:
Name: <u>SCH inc</u>	Business Name: <u>Northland Surveying & Consulting LLC</u>
	Contact Person: <u>Paula Hicks</u>
Mailing Address: <u>101 Saint Nicholas Drive</u>	Mailing Address: <u>326 Driveway St. Suite 102</u>
City, State Zip: <u>North Pole, AK 99705</u>	City, State Zip: <u>Fairbanks, AK 99701</u>
Phone: <u>488-2200</u>	Phone: <u>451-7411</u>
E-mail: <u>paul@santaclaushouse.com</u>	E-mail: <u>phicks.nlsa@gmail.com</u>
ROW Vacation Information:	
Mark applicable vacation requested:	
<input type="checkbox"/> Dedicated public right-of-way _____ (street name)	
<input checked="" type="checkbox"/> Section line easement <u>66'</u> (width)	
<input type="checkbox"/> Park or public area	
<input type="checkbox"/> Alley	
<input type="checkbox"/> Drainage	
<input type="checkbox"/> Trail easement: Width _____ Designation in FNSB Comprehensive Trail Plan _____	
Legal Description of Area to be Vacated:	
<u>The Section Line easement within sections 9 & 10 T2S R2E</u> <u>FM. Lying within Lot 1-6 of Santa's Village & Tr-2 of Santaland</u> <u>as shown on the attached Preliminary Plat.</u>	

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.



**Fairbanks North Star Borough
Department of Community Planning**

907 Terminal Street/P.O. Box 71267
Fairbanks, Alaska 99707-1267
(907) 459-1260 Fax: (907) 205-5169
plattling@fnsb.us

For Office Use Only

Received By: _____

Receipt No.: _____

Date Submitted: _____

PUBLIC RIGHT-OF-WAY VACATION

SIGNATURE PAGE

File # SD014-18/VA001-18

Signatures of owners of a majority of the parcels adjoining the proposed vacation must be submitted (does not apply to public utility easement vacations). Use additional pages if necessary.

Printed name: <u>Paul D. Brown</u>	E-mail: <u>paul@santaclaushouse.com</u>
Signature: <u><i>Paul D. Brown</i></u>	Phone: <u>907-488-2200</u>
Mailing address: <u>101 St. Nicholas Drive, North Pole, AK 99705</u>	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	
Printed name:	E-mail:
Signature:	Phone:
Mailing address:	
Property owned:	

VA001-18

Northland Surveying & Consulting LLC.
326 Driveway Street, Suite #102
Fairbanks, Alaska 99701
voice 907-451-7411
fax 907-451-7413
phicks.nlsc@gmail.com

November 15, 2017

RE: Santa Land, First Addition Section Line easement vacation request

Platting staff & platting board members,

The section line easement area that we are asking to vacate is not practical for public access because Beaver Springs Creek cuts through it twice between Saint Nicholas Drive and Fifth Avenue. No bridges exist within the section line easement at these two creek crossings. The existing streets, Saint Nicholas Drive, Fifth Avenue, and Santa Claus Lane all provide access that is more beneficial to the public. All three of the streets have sidewalks allowing for pedestrian access.

Thank you,



Paula Hicks, PLS

COMM. PLANNING DEPT
NOV 16 2017
RECEIVED

**CITY OF NORTH POLE
ORDINANCE 18-01**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL ADDING
CHAPTER 01 GARBAGE AND REFUSE TO TITLE 8 HEALTH AND
SAFETY**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be
enforceable through a simple violation; and

WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed
to clarify degrees of violations and how the city may need to act to abate certain issues; and

WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and

WHEREAS, the proposed ordinance is intended protect the best interest of the public; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 8 Health and Safety, Chapter 01 Garbage and Refuse is added in the North Pole
Code of Ordinances as by inserting the text underlined:

8.01.010 Purpose of chapter.

The purpose of this chapter is the protection of the public health, safety and welfare of the people
of the City of North Pole and to maintain an environment free from garbage and refuse nuisances
within the City.

8.01.020 Garbage and refuse containers required.

It shall be the duty of every person in possession, charge or control of any premises, business
establishment or industrial establishment where garbage and refuse is created or accumulates, at
all times, to keep or cause to be kept dumpsters or portable metal or plastic containers for the
deposit therein of garbage and refuse; and to deposit or cause to be deposited the same therein.
Such containers shall be kept in a sanitary condition, free from accumulating grease,
decomposing material, and/or offensive smells.

8.01.030 Garbage – Deposit only in places designated.

No person shall throw into or deposit upon any public street, highway, thoroughfare, public road, lane, alley, public place or grounds within the limits of the City or upon any private premises or anywhere, except the place or places designated by the Fairbanks North Star Borough Solid Waste Division, any garbage and refuse of any kind.

8.01.040 Garbage and refuse, covered loads.

No person shall transport garbage and refuse of any kind, in any container other than covered and enclosed vehicles, closed boxes, bags, cans or receptacles, through any street, avenue, alley, highway or public place in the City.

8.01.050 Burning of refuse or garbage.

No person shall burn any garbage or refuse to include wastepaper, boxes, rubbish, debris, brush, grass, weeds and cuttings from trees, lawns or gardens, without a permit from the fire chief.

8.01.100 Enforcement.

- A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.
- B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.

8.01.110 Violations and penalties.

- A. It shall be a violation of this chapter for any person or corporation to violate any of the provisions established in this chapter in addition to all other remedies available in law or equity.
- B. Each day the violation continues constitutes a new violation.
 - a. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030, or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

8.01.120 Abatement – Notices – Costs – Fines.

- A. The City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
___ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-02**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL ADDING CHAPTER 02
PUBLIC HAZARDS TO TITLE 8 HEALTH AND SAFETY**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be
enforceable through a simple violation; and

WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed
to clarify degrees of violations and how the City may need to act to abate certain issues; and

WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and

WHEREAS, the proposed ordinance is intended for Public Hazards that may require abatement
by the City, however it does not preclude the City from pursuing all measures if it is deemed to be
necessary to protect the best interest of the public; and

WHEREAS, it is in the best interest of the City to pursue the most cost effective solution to
abating an issue if the property owner will not abate the Public Hazard; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 8 health and safety, Chapter 02 Public Hazards is added in the North Pole Code
of Ordinances as by inserting the text underlined:

8.02.010 Purpose of chapter.

The purpose of this chapter is the protection of the public health, safety and welfare of the people
of the City of North Pole and to address public hazards that may require corrective action in
order to prevent further harm to the City and or residents that may include abatement by the City.

8.02.020 Unwholesome wells or ground water.

- A. Any wells or ground water which is impure, contaminated or unwholesome, or which has
been rendered impure, contaminated or unwholesome by reason of any defiling,
hazardous substance, or poisonous substance, is declared a nuisance and public hazard

injurious to health; and no person or corporation shall cause, maintain or continue such nuisance-hazard.

B. “Hazardous substance” is defined as:

- a. Any material, element or compound that is defined as a hazardous substance under the laws or regulations of the State of Alaska or the United States; or
- b. Any material, element or compound that, when it enters into or on the surface or subsurface land or water, endangers the public health or welfare, or fish, animals, vegetation or any part of the natural habitat in which they are found; or
- c. Any substance the Alaska Department of Environmental Conservation considers a regulated contaminant; or
- d. Any substance not defined by AS [46.09.900](#) or [46.03.826](#), 18 AAC [75.990](#), [42 USC 9601](#) through [9657](#), or 29 CFR 1910.1200 or listed as a regulated contaminant under 18 AAC 75 shall be considered a “hazardous substance” when present in ground water in excess of tap water levels as defined by the Environmental Protection Agency’s Regional Screening Level User’s Guide.

C. A person or corporation whose well or ground water has been rendered impure, contaminated or unwholesome by a hazardous substance that originated from the property of another shall not be in violation of this section or subject to the provisions of NPMC [8.04.170](#).

8.02.030 Groundwater and soil contamination from garbage prohibited.

No person shall throw or place anything defiling, or any poisonous substance, decayed animal or vegetable matter or filth into, or cause or allow the same to pass or enter into any creek, well or river water or into any water pipe within the City whereby such water is rendered impure or unwholesome.

8.02.040 Open excavations, basements, pits and unsecured buildings Prohibited.

- A. It is unlawful for any person or persons to maintain any hazard listed in this section.
- B. All open pits, unfilled excavations and open pit foundations except gravel pits are declared to be a public hazard, except that this subsection shall not apply to any of the above conditions where construction of a building is actively underway under a proper building permit and where the construction has not been suspended for more than fifteen days or that are secured with fencing or barricades.
- C. All buildings which are unoccupied, abandoned or deteriorated should be locked up, boarded up or otherwise secured from ingress or egress as to not invite trespassers and malicious mischief.
 - a. If a building has broken windows or doors-points of entry, this constitutes a hazardous condition and all broken windows or doors-points of entry shall be boarded and secured;
- D. Attractive hazards dangerous to children in the form of:
 - a. Abandoned and broken equipment, or
 - b. Hazardous holes or excavations, or

- c. Neglected machinery, or
- d. Abandoned automobiles or appliances;
- e. Any other condition that may attract unwanted trespassers and malicious mischief.

8.02.050 Privies and outhouses.

- A. No person shall maintain any outdoor pit privy (outhouse) within the City, and such is declared to be a hazard to the good health of the community and a nuisance.
- B. This section does not apply to portable outhouse or toilet facilities where the waste is pumped and or treated.

8.02.060 Junk vehicles-heavy equipment.

- A. It is unlawful for any person to place upon public property not set aside by law as a refuse disposal site, or upon any private property, except licensed junk yards, in excess of 4 wrecked, junked or abandoned vehicles and or pieces of heavy equipment.
- B. It is unlawful for any owner, lessee, agent, tenant or occupant to allow or permit to remain on any property owned or controlled by him, except licensed junk yards, in excess of 4 wrecked, junked or abandoned vehicles and or pieces of heavy equipment.
- C. A motorized vehicle or piece of motorized equipment is deemed to be a 'wrecked, junked or abandoned' for the purpose of this section if two or more of the following conditions exist:
 - a. It is without a valid current registration or license with the State of Alaska (if applicable);
 - b. It is not operational due to mechanical failure or condition;
 - c. It has remained inoperable for 180 consecutive days on private property;
 - d. It is extensively damaged, such damage including but not limited to any of the following: broken window or windshield; or missing wheels, tires, motor, or transmission;
 - e. It is equal in value only to the fair market value of the scrap/parts in it.

8.02.100 Enforcement.

- A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.
- B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.

8.02.110 Violations and penalties.

A. It shall be a violation of this chapter for any person or corporation to violate any of the provisions established in this chapter in addition to all other remedies available in law or equity.

B. Each day the violation continues constitutes a new violation.

C. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.30 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

8.02.120 Abatement – Notices – Costs – Fines.

A. The City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-03**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL ADDING CHAPTER 03
ANIMAL NUISANCES TO TITLE 8 HEALTH AND SAFETY**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be
enforceable through a simple violation; and

WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed
to clarify degrees of violations and how the City may need to act to abate certain issues; and

WHEREAS, this ordinance adds a new chapter to the Health and Safety Title of Code of
Ordinances; and

WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and

WHEREAS, the Animals section of code as proposed does not prohibit or restrict the ability of
the Fairbanks North Star Borough to enforce its own code; and

WHEREAS, the City chooses to add additional regulation to protect the citizens and residents of
the City of North Pole; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 8 Health and Safety, Chapter 03 Animal Nuisances is added in the North Pole
Code of Ordinances as by inserting the text underlined:

8.03.010 Purpose of chapter.

The purpose of this chapter is the protection of the public health, safety and welfare of the people
of the City of North Pole.

8.03.020 Animals biting.

- A. No animal shall bite persons or other animals. Whenever any animal bites a person, the
person so bitten and the owner of the animal shall immediately notify the police
department and the Fairbanks North Star Borough Animal Control Department.

- B. If an animal bites a person or another animal the owner of the animal has violated this section of code and is punishable by the provisions of this chapter.
- C. Additional animal regulations may apply as part of the Fairbanks North Star Borough Code Title 22 and shall be followed and enforced by the Fairbanks North Star Borough.

8.03.030 Proper Restraint Of Animals.

No owner or caretaker shall fail to properly restrain his or her animal to prevent it from running at large.

8.03.040 Animal Waste.

No dog or cat owner shall fail to remove excreta deposited by his dog or cat on public areas, recreation areas or on any other person's property.

8.03.100 Enforcement.

- A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.
- B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.

8.03.110 Violations and penalties.

- A. It shall be a violation of this chapter for any person or corporation to violate any of the provisions established in this chapter in addition to all other remedies available in law or equity.
- B. Each day the violation continues constitutes a new violation.
- C. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

8.03.120 Abatement – Notices – Costs – Fines.

- A. The City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-04**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING CHAPTER 04
NUISANCES, TITLE 8 HEALTH AND SAFETY**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be
enforceable through a simple violation; and

WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed
to clarify degrees of violations and how the city may need to act to abate certain issues; and

WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and

WHEREAS, the Public Nuisance section of code as proposed does not add any additional rules
to the existing code it only provides for the ability of the City to enforce its code through
citations; and

WHEREAS, the proposed ordinance is intended for nuisances that should not require abatement
however it does not preclude the City from pursuing abatement measures if it is deemed to be in
the best interest of the public and or is a public hazard; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 8 HEALTH AND SAFETY, Chapter 04 NUISANCES is amended in the North
Pole Code of Ordinances as by inserting the text underlined, and removing the lines that have
been ~~stricken~~:

~~8.04.005 Marijuana oil, flammable extraction — Prohibited.~~

~~A. Methods to process marijuana oil using a flammable extraction method are hereby
prohibited within North Pole City limits.~~

~~B. "Flammable extraction method" is defined as using a flammable or explosive chemical,
series of chemicals or fluid to extract oil from a marijuana plant.~~

~~C. Methods of marijuana oil extraction that do not involve flammable or explosive materials
are not a violation of this section.~~

~~D. A person or corporation that processes marijuana oil using a flammable extraction method is in violation of this section and subject to a \$1,000 (one thousand dollar) fine.~~

8.04.010 Garbage and rubbish—Accumulation—When prohibited.

~~No person shall permit or suffer to accumulate, in or upon any yard, lot, place or premises, or upon any street or sidewalk adjacent to or abutting upon any lot, block, place or premises, owned or occupied by him for which he may be the agent, within the City limits, any stagnant or impure water, refuse, vegetables, decayed or decaying substances, garbage, swill, offal, fecal matter, urine or filth of any kind nor suffer such yard, lot, place or premises to be or remain in such condition as to cause or create a noisome or offensive smell or atmosphere, or thereby to be, become, cause or create a public nuisance, and is subject to abatement.~~

8.04.020 Garbage—Receptacles—Removal.

~~A. Every person in the possession or occupancy, either as owner, tenant or otherwise, of any lot, block, place or premises in the City shall, prior to its removal, put, place and keep all garbage, household refuse, slops, swill, dirt, rubbish, offal or filth of any kind other than fecal matter or urine in boxes, cans or receptacles which shall be kept on the premises and the garbage shall not be allowed, suffered or permitted to become strewn or scattered on the premises.~~

~~B. The contents of such boxes shall be removed from the lot, yard or premises of the occupant, agent or owner of such lot before they create any noisome smell or become nuisances.~~

8.04.030 Garbage—Deposit only in places designated.

~~No person shall throw into or deposit upon any public street, highway, thoroughfare, public road, lane, alley, public place or grounds within the limits of the City or upon any private premises or anywhere, except the place or places designated by the Fairbanks North Star Borough Solid Waste Division, any glass, broken ware, offal, fecal matter, garbage, urine, dirt, rubbish or filth of any kind.~~

8.04.040 Garbage allowing to contaminate water.

~~No person shall throw or place anything defiling, or any poisonous substance, decayed animal or vegetable matter or filth into, or cause or allow the same to pass or enter into any creek, well or river water or into any water pipe within the City whereby such water is rendered impure or unwholesome.~~

8.04.050 Garbage.

Transportation only in covered receptacles. No person shall carry, remove or transport garbage, offal, dirt, rubbish, fecal matter, urine or filth of any kind, or any animal or vegetable substance in decomposing or offensive condition in any other than covered and enclosed vehicles or in any other than closed boxes, bags, cans or receptacles, through any street, avenue, alley, highway or public place in the City.

8.04.060 Dense smoke.

It is unlawful for any person to permit the emission of any smoke from any source whatever of a density equal to or greater than that density described as No. 2 on the Ringlemann Chart, published by the United States Bureau of Mines. The emission of such smoke is declared to be a public nuisance and may be summarily abated as provided in this chapter.

8.04.070 Soot, cinders, noxious acids, fumes and gases.

It is unlawful for any person to permit or cause to escape any soot, cinders, noxious acids, fumes or gases in such place or manner as to be detrimental to any person or to the public or to endanger the health, comfort and safety of any such person or the public, or in such a manner as to cause or have a tendency to cause injury or damage to property or business. The escape of such matter is declared to be a public nuisance, and may be summarily abated as provided in this chapter.

8.04.080 Unwholesome wells or ground water.

A. Any wells or ground water which is impure, contaminated or unwholesome, or which has been rendered impure, contaminated or unwholesome by reason of any defiling, hazardous substance, or poisonous substance, is declared a nuisance injurious to health; and no person or corporation shall cause, maintain or continue such nuisance.

B. "Hazardous substance" is defined as:

1. Any material, element or compound that is defined as a hazardous substance under the laws or regulations of the State of Alaska or the United States; or
2. Any material, element or compound that, when it enters into or on the surface or subsurface land or water, endangers the public health or welfare, or fish, animals, vegetation or any part of the natural habitat in which they are found; or
3. Any substance the Alaska Department of Environmental Conservation considers a regulated contaminant; or
4. Any substance not defined by AS [46.09.900](#) or [46.03.826](#), [18 AAC 75.990](#), [42 USC 9601](#) through [9657](#), or [29 CFR 1910.1200](#) or listed as a regulated contaminant under [18 AAC 75](#) shall be considered a "hazardous substance" when present in ground water in excess of tap water levels as defined by the Environmental Protection Agency's Regional Screening Level User's Guide.

~~C. A person or corporation whose well or ground water has been rendered impure, contaminated or unwholesome by a hazardous substance that originated from the property of another shall not be in violation of this section or subject to the provisions of NPMC [8.04.170](#).~~

~~8.04.090 Fecal matter—Privies.~~

~~No person shall maintain any unapproved outdoor privy or other outdoor toilet facility within the City, and such is declared to be a hazard to the good health of the community and a nuisance.~~

~~8.04.100 Fecal matter—Privies—Place of deposit to be designated.~~

~~It is unlawful for any person or corporation to dump or deposit the contents of any privy or any fecal matter in any place than such as may be designated by the Health Officer of the City.~~

~~8.04.110 Urinal—Requirements.~~

~~All urinals of the City must be so constructed as not to leak and must have a tight vessel or receptacle into which the urine may drain; and no person who is the owner or occupant of, or agent for, any house, store, building or premises in the City to which a urinal belongs or appertains, shall use or keep the same in such condition as to cause a noisome or offensive smell so as to become a nuisance, and every person making or maintaining a urinal shall observe the regulations concerning them.~~

~~8.04.120 Filthy stables.~~

~~Filthy and unwholesome stables, sheds, kennels, pens or places cows, horses, mules, dogs or other animals are kept within the City are declared nuisances injurious to health and no person shall create or maintain the same.~~

~~8.04.130 Undressed dead animals.~~

~~Undressed dead animals being or laying in the City, namely, any horse, mule or jack, or any cow, goat, calf, sheep, dog or swine, are declared nuisances injurious to health, and any person owning, possessing or controlling such dead animal, or any person who knowingly places such dead animal in any part of the City, shall remove the same to the place designated by the Health Officer.~~

~~8.04.140 Mad dogs and vicious dogs.~~

~~A. Vicious or mad dogs, or dogs bitten by hydrophobic dogs, are declared nuisances, and no person shall own or keep any mad dog, or dogs bitten by a hydrophobic dog, or allow the same to go upon any street, highway or public place of the City.~~

~~B. Every person owning, possessing or having charge of any mad or hydrophobic dog shall kill or cause to be killed, or any officer may kill or cause to be killed, any such dog which has gone mad or given symptoms of hydrophobia. No person shall permit, allow or suffer any vicious dog owned or kept by him to go unmuzzled upon any street, alley, highway or public place in the City.~~

8.04.150 Open excavations, basements and pits.

~~A. All open pits, unfilled excavations except gravel pits not in a populated section of the City fully contained within basements with uncovered doorways, window spaces or without subflooring in the City are declared to be a public nuisance, except that this subsection shall not apply to any of the above conditions where construction of a building is actively underway under a proper building permit and where the construction has not been suspended for more than fifteen days.~~

~~B. All owners of land upon which one of the conditions as set forth in subsection (A) of this section exists shall be required to fill with solid substance or protect from public entrance by enclosing with a protective fence as approved by the Fire/Building Official.~~

8.04.160 Disturbing the peace.

~~A. A person commits the offense of disturbing the peace if:~~

- ~~1. With intent to disturb the peace and privacy of another not physically on the same premises or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise.~~
- ~~2. In a public place or in a private place of another without consent, and with intent to disturb the peace and privacy of another or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise.~~
- ~~3. Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operations or use is disturbing the peace and privacy of others.~~
- ~~4. Keeps any dog or other animal which is allowed to engage in frequent or prolonged barking or other loud noise producing activity, after having been informed by another that such frequent or prolonged barking or noise producing activity is disturbing the peace and privacy of others.~~
- ~~5. Repeatedly or continuously sounds any horn or other sound producing warning device on a motor vehicle when such repeated or continued sounding is not necessary to warn of any danger.~~

6. ~~After being informed by a police officer that his conduct is in violation of this subsection (A), refuses to abate the prohibited activity.~~

B. ~~As used in this section, “noise” is “unreasonably loud” if, considering the nature and purpose of the defendant’s conduct and the circumstances known to the defendant, including the nature of the location and the time of day or night, the conduct involves a gross deviation from the standard of conduct that a reasonable person would follow in the same situation. “Noise” does not include speech that is constitutionally protected.~~

1. ~~“Loud sound” in a public place means sound which is loud enough to inhibit the ability of a not unduly sensitive person in the same place to speak freely without leaving the same place.~~

2. ~~“Loud sound” in a private place means sound which is loud enough to awaken a not unduly sensitive person in another private place.~~

3. ~~The inside and outside of buildings and separate residences within an apartment house, and separate rooms within a hotel, are different places.~~

C. ~~The following sound or noise is not prohibited by this section:~~

1. ~~Noise of safety signals, warning devices and emergency pressure relief valves when used for their warning or emergency purposes.~~

2. ~~Noise produced by any authorized emergency vehicle when responding to an emergency call or when otherwise authorized by law or ordinance to activate its sirens or other warning devices.~~

3. ~~Noises necessarily produced in the course of work required to protect persons or property from imminent peril.~~

4. ~~Noise produced by any activity for which a permit has been issued pursuant to subsection (D) of this section.~~

D. ~~Applications for a permit for relief from the application of this section to any activity on the basis of undue hardship may be made to the Mayor or his duly authorized representative. A nonrefundable application fee and a permit fee, as set forth in the City’s schedule of fees and charges for services, will be charged for the City’s processing of an application. Any permit granted by the Mayor under this subsection shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The Mayor or duly authorized representative may grant the relief as applied for if he finds that:~~

1. ~~Additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or~~

2. ~~The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with other subsections of this section; and~~

3. ~~No other reasonable alternative is available to the applicant.~~

However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

8.04.170 Abatement—Notices—Costs—Fines.

A. ~~The Mayor or Chief of Police or member of his staff upon receiving information or obtaining knowledge of the existence of any thing or things declared to be nuisances in this chapter may notify the person or corporation committing, creating, keeping, maintaining or causing the same to remove or cause the same to be removed within twenty four hours, or such other reasonable times as may be determined by the City official after such notice has been duly given.~~

B. ~~Regardless of whether notice has been given, the City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.~~

C. ~~A person or corporation violating the provisions of this chapter may be punished by a fine of not more than \$1,000 (one thousand dollars) per violation, in addition to all other remedies available in law or equity. A separate violation shall be deemed committed on each day during or on which a nuisance occurs or continues.~~

8.04.010 Purpose of chapter.

The purpose of this chapter is the protection of the public health, safety and welfare of the people of the City of North Pole and to address Public Nuisance violations that shall be addressed through a citation issued by the City of North Pole.

8.04.020 Public nuisances designated—Acts prohibited.

A. Public nuisances shall include but not be limited to whatever is forbidden by any provision of this chapter.

B. It is unlawful for any person to commit, create or maintain any public nuisance enumerated in this chapter.

8.04.030 Marijuana oil, flammable extraction – Prohibited.

A. Methods to process marijuana oil using a flammable extraction method are hereby prohibited within North Pole City limits.

a. “Flammable extraction method” is defined as using a flammable or explosive chemical, series of chemicals or fluid to extract oil from a marijuana plant.

- b. Methods of marijuana oil extraction that do not involve flammable or explosive materials are not a violation of this section.

- B. A person or corporation that processes marijuana oil using a flammable extraction method is in violation of this section and subject to a violation of this section.

8.04.040 Escape of soot, cinders, etc.

- A. Dangers to Public Health.

- a. It is unlawful for any person to permit or cause the escape of such quantities of soot, cinders, noxious acids, fumes and gases in such place or manner as to:

- b. Be detrimental to any person or the public;

- c. Endanger the health, comfort and safety of any such person or of the public.

- B. The escape of such matter is declared to be a public nuisance and is a violation of this section.

- C. Definitions. "Cinders," "dust," "fly ash," "noxious acids," "fumes" and "gases" as used in this section shall be considered to be all matter including smoke, cinders, dust and soot formed as the result of the combustion of fuels which are carried in the gas streams so as to reach the external air and which have not been completely consumed by the combustion process.

8.04.050 disturbing the peace.

- A. A person commits the offense of disturbing the peace if:

- a. With intent to disturb the peace and privacy of another not physically on the same premises or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise.

- b. In a public place or in a private place of another without consent, and with intent to disturb the peace and privacy of another or with reckless disregard that the conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise.

- c. Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operations or use is disturbing the peace and privacy of others.

- 270 d. Keeps any dog or other animal which is allowed to engage in frequent or
271 prolonged barking or other loud noise-producing activity, after having been
272 informed by another that such frequent or prolonged barking or noise-producing
273 activity is disturbing the peace and privacy of others.
- 274 e. Repeatedly or continuously sounds any horn or other sound-producing warning
275 device on a motor vehicle when such repeated or continued sounding is not
276 necessary to warn of any danger.
- 277 f. After being informed by a police officer that the conduct is in violation of this
278 subsection (A), refuses to abate the prohibited activity.
- 279 B. As used in this section, “noise” is “unreasonably loud” if, considering the nature and
280 purpose of the defendant’s conduct and the circumstances known to the defendant,
281 including the nature of the location and the time of day or night, the conduct involves a
282 gross deviation from the standard of conduct that a reasonable person would follow in the
283 same situation. “Noise” does not include speech that is constitutionally protected.
- 284 a. “Loud sound” in a public place means sound which is loud enough to inhibit the
285 ability of a not unduly sensitive person in the same place to speak freely without
286 leaving the same place.
- 287 b. “Loud sound” in a private place means sound which is loud enough to awaken a
288 not unduly sensitive person in another private place.
- 289 c. The inside and outside of buildings and separate residences within an apartment
290 house, and separate rooms within a hotel, are different places.
- 291 C. The following sound or noise is not prohibited by this section:
- 292 a. Noise of safety signals, warning devices and emergency pressure relief valves
293 when used for their warning or emergency purposes.
- 294 b. Noise produced by any authorized emergency vehicle when responding to an
295 emergency call or when otherwise authorized by law or ordinance to activate its
296 sirens or other warning devices.
- 297 c. Noises necessarily produced in the course of work required to protect persons or
298 property from imminent peril.
- 299 d. Noise produced by any activity for which a permit has been issued pursuant to
300 subsection (D) of this section.
- 301 D. Applications for a permit for relief from the application of this section to any activity on
302 the basis of undue hardship may be made to the Mayor or his duly authorized
303 representative. A nonrefundable application fee and a permit fee, as set forth in the City’s

schedule of fees and charges for services, will be charged for the City's processing of an application. Any permit granted by the Mayor under this subsection shall contain all conditions upon which such permit has been granted and shall specify a reasonable time that the permit shall be effective. The Mayor or duly authorized representative may grant the relief as applied for if he/she finds that:

- a. Additional time is necessary for the applicant to alter or modify his activity or operation to comply with this section; or
- b. The activity, operation or noise source will be of a temporary duration and cannot be done in a manner that would comply with other subsections of this section; and
- c. No other reasonable alternative is available to the applicant.
- d. However, the Mayor may prescribe any conditions or requirements he deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

8.04.100 Enforcement.

- A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.
- B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.

8.04.110 Violations and penalties.

- A. It shall be a violation of this chapter for any person or corporation to violate any of the provisions established in this chapter in addition to all other remedies available in law or equity.
- B. Each day the violation continues constitutes a new violation.
- C. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

8.04.120 Abatement – Notices – Costs – Fines.

- A. The City may file a civil action in Superior Court to abate a nuisance and all costs and expenses of such abatement, removal, remediation or other remedy and full actual attorney fees and costs incurred by the City in any legal proceeding to abate the nuisance shall be paid by the persons or corporation committing, creating, keeping, maintaining or causing such nuisance or nuisances.

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-05**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL Adding CHAPTER 05
Alarms, TITLE 8 HEALTH AND SAFETY**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be
enforceable through a simple violation; and

WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed
to clarify degrees of violations and how the city may need to act to abate certain issues; and

WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and

WHEREAS, the Public Nuisance section of code as proposed does not add any additional rules
to the existing code it only provides for the ability of the City to enforce its code through
citations; and

WHEREAS, the proposed ordinance is intended for nuisances that should not require abatement
however it does not preclude the City from pursuing abatement measures if it is deemed to be in
the best interest of the public and or is a public hazard; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 8 HEALTH AND SAFETY, Chapter 05 ALARMS is amended in the North Pole
Code of Ordinances as by inserting the text underlined,

8.05.010 Purpose.

The intent of this chapter is to reduce the number of false alarms occurring within the City.

8.05.020 Definitions.

As used in this chapter:

"False alarm" means and includes the activation of a fire alarm, burglary and/or robbery alarm
by other than a forced entry, unlawful entry, or actual robbery or attempted robbery on the

premises. It includes occurrences when no robbery, burglary or crime involving a foreseeable risk of grievous bodily harm is being committed or attempted on the premises.

“Person” means and includes any natural person, partnership, joint stock company, unincorporated association or society or corporation of any character whatsoever.

8.05.030 Emergency response card required.

A. It is unlawful to have or maintain on any premises a fire alarm, burglary and/or robbery alarm unless there is an emergency response card containing the name or names and current telephone numbers of person(s) authorized to enter such premises and turn off any alarm on file with the North Pole Police Department and the Fairbanks Emergency Communications Center (FECC).

B. Any alarm audible upon abutting property for a period in excess of one hour is declared to be a public nuisance and may be summarily abated by the Police Department.

8.05.040 Fees, corrective action and disconnection.

For fire and police response to any false alarm, the City shall charge and collect from the person having or maintaining such fire, burglary and/or robbery alarm on premises owned or occupied fees as follows:

A. For a response to premises at which less than 5 false alarms have occurred within the preceding twelve-month period, no fee shall be charged. Upon each response, notice of conditions and requirements of this chapter shall be given to the owner or occupant of the premises on which the false alarm occurred and upon which the fire, burglary and/or robbery alarm is located.

B. For a response to premises at which more than 5 false alarms have occurred within the preceding twelve-month period, a fee as outlined in the City of North Pole Fee Schedule may be charged.

C. The Chief of Police/Fire Chief may direct the person having or maintaining said alarm to have authorized service personnel inspect the alarm at such premises and to take other corrective action as prescribed by the Chief of Police/Fire Chief. All costs of inspection and corrective action shall be borne by the individual having or maintaining the alarm on said premises.

D. For a response to premises at which more than 10 false alarms have occurred within the preceding twelve-month period, a fee as outlined in the City of North Pole Fee Schedule may be charged and the Chief of Police/Fire Chief may order the person having or maintaining the alarm to disconnect such alarm until the prescribed corrective action is taken and certification of such corrective action is provided to the North Pole Police Department/North Pole Fire Department; provided, that no disconnection shall be ordered relative to any premises required by law to have an alarm system in operation.

8.05.050 Administrative decisions notice.

Notice of imposition of any administrative sanction, including the imposition of a fee or order of disconnection, under the provisions of this chapter shall be given to the person having or maintaining such alarm on premises owned or occupied by that person; provided, that with respect to business premises, the owner, manager or chief administrative agent regularly assigned and employed on the premises at the time of the occurrence of a false alarm shall be presumed to be the person having or maintaining such alarm on such business premises.

8.05.060 Appeal from administrative decision/finality.

A. Any person subject to the imposition of a fee, order of disconnection or other administrative sanction under the terms of this chapter shall have a right of appeal therefrom to a hearing board which shall be the City Council.

B. Unless notice of appeal is filed with the City within ten days of receipt of notice of imposition of an administrative sanction, the sanction is deemed to be final.

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

CITY OF NORTH POLE

ORDINANCE 18-06

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND
TITLE 1, BY UPDATING GENERAL PENALTIES AND INCLUDING A
SURCHARGE SECTION AND A MINOR OFFENSE FINE SCHEDULE**

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

WHEREAS, the City of North Pole desires to establish a clear and concise schedule for code violations; and

WHEREAS, the City code list many violations but has not established a fine schedule for minor offense violations when such violations do occur; and

WHEREAS, if the code is to be enforced then it is prudent to have a mechanism to do so; and

WHEREAS, it is the City's desire, pursuant to AS 29.25.070(a), to provide for violations that offer the offender the option to pay a fine without appearing before a judge; and

WHEREAS, the City reserves the right to charge someone with an offense greater than a violation if necessary; and

WHEREAS, State law governing municipal violations and charges have changed since the City originally adopted this section of code; and

WHEREAS, the Minor Offense Fine Schedule shall be applied uniformly to the entire code and gives direction to officers on how to enforce the code; and

WHEREAS, Alaska Statute 11.81.250 (a)6 describes violations as follows, "violations, which characteristically involve conduct inappropriate to an orderly society but which do not denote criminality in their commission."; and

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

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

Section 2. Title 1 General Provisions, Chapter 1.20 General Penalty is amended as follows by inserting the text underlined:

1.20.010 General Penalty

Unless an ordinance specifically provides otherwise, any person violating any of the provisions of this code or failing to comply with any of the mandatory requirements of this code is guilty of a minor offense and shall be punished by a fine not to exceed \$500 (five hundred dollars).

1.20.020 Surcharge

In addition to any penalty prescribed by law, a defendant convicted of violating a city ordinance shall pay the surcharge required under AS 12.55.039 and 29.25.074. All such surcharges collected shall be remitted to the State of Alaska as required by AS 29.25.074.

1.20.030 Minor Offense Fine Schedule

In accordance with AS 29.25.070(a), citations for the following offenses may be disposed of as provided in AS 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by AS 12.55.039 and AS 29.25.074. Fines must be paid to the court. The Rules of Minor Offense Procedure in the Alaska Rules of Court apply to all offenses listed below. Citations charging these offenses must meet the requirements of Minor Offense Rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below. If an offense is not listed on this fine schedule or another fine schedule, the defendant must appear in court to answer to the charges.

Section	Offense Description	Fine Amount
<u>8.01.020</u>	<u>Garbage and refuse containers required</u>	<u>\$50 1st offense</u> <u>\$100 2nd offense</u> <u>\$100 3rd offense</u>
<u>8.01.030</u>	<u>Failure to deposit garbage in designated place</u>	<u>\$50 1st offense</u> <u>\$100 2nd offense</u> <u>\$100 3rd offense</u>
<u>8.01.050</u>	<u>Burning garbage or refuse without a permit</u>	<u>\$50 1st offense</u> <u>\$100 2nd offense</u> <u>\$100 3rd offense</u>
<u>8.02.020</u>	<u>Cause/maintain/continue unwholesome well or groundwater</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.030</u>	<u>Groundwater and soil contaminated from garbage prohibited</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.040(C)</u>	<u>Failure to secure unoccupied/abandoned buildings</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.040(D)</u>	<u>Attractive hazards dangerous to children</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.050</u>	<u>Outhouses prohibited</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.060(A)</u>	<u>> 4 Junk vehicles on public property</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u> <u>\$1,000 3rd offense</u>
<u>8.02.060(B)</u>	<u>> 4 Junk vehicles on owner/tenant/occupant</u>	<u>\$300 1st offense</u> <u>\$500 2nd offense</u>

	<u>property</u>	<u>\$1,000 3rd offense</u>
<u>8.03.020</u>	<u>Animal Bite</u>	<u>\$50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
<u>8.03.030</u>	<u>Failure to restrain animal</u>	<u>\$ 50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
<u>8.03.040</u>	<u>Failure to remove dog/cat waste</u>	<u>\$ 50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
<u>8.04.030</u>	<u>Flammable marijuana oil extraction methods prohibited</u>	<u>\$ 50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
<u>8.04.040</u>	<u>Permit/Cause soot, cinders, fumes, gases to endanger person or public</u>	<u>\$ 50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
<u>8.04.050(A)</u>	<u>Disturbing the peace</u>	<u>\$ 50 1st offense</u> <u>\$150 2nd offense</u> <u>\$300 3rd offense</u>
Title, Chapter, Section Number		

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
ORDINANCE 18-07**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL REMOVING TITLE 9
PUBLIC PEACE, MORALS AND WELFARE CHAPTER 9 ALARMS,**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, the Alarms Chapter is better served in the Health and Safety Title under the Code
of Ordinances; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 9 Public Peace, Morals and Welfare, Chapter 9 Alarms is removed from the
North Pole Code of Ordinances. (Language to be removed is stricken)

~~9.02.010 Purpose.~~

~~The intent of this chapter is to reduce the number of false alarms occurring within the City.~~

~~9.02.020 Definitions.~~

~~As used in this chapter:~~

~~“False alarm” means and includes the activation of a fire alarm, burglary and/or robbery alarm
by other than a forced entry, unlawful entry, or actual robbery or attempted robbery on the
premises. It includes occurrences when no robbery, burglary or crime involving a foreseeable
risk of grievous bodily harm is being committed or attempted on the premises.~~

~~“Person” means and includes any natural person, partnership, joint stock company,
unincorporated association or society or corporation of any character whatsoever.~~

~~9.02.030 Emergency response card required.~~

~~A. It is unlawful to have or maintain on any premises a fire alarm, burglary and/or robbery
alarm unless there is an emergency response card containing the name or names and
current telephone numbers of person(s) authorized to enter such premises and turn off
any alarm on file with the North Pole Police Department.~~

~~B. Any alarm audible upon abutting property for a period in excess of one hour is declared to be a public nuisance and may be summarily abated by the Police Department.~~

~~9.02.040 Fees, corrective action and disconnection.~~

~~For fire and police response to any false alarm, the City shall charge and collect from the person having or maintaining such fire, burglary and/or robbery alarm on premises owned or occupied fees as follows:~~

~~A. For a response to premises at which no other false alarm has occurred within the preceding six month period, hereinafter referred to as a "first response," no fee shall be charged. Upon first response, notice of conditions and requirements of this chapter shall be given to the owner or occupant of the premises on which the false alarm occurred and upon which the fire, burglary and/or robbery alarm is located.~~

~~B. For a second response to premises within three months after the first response a fee of \$25 (twenty five dollars) may be charged. The person having or maintaining such fire, burglary and/or robbery alarm shall, within five working days after notice to do so, make a written report to the Chief of Police/Fire Chief on prescribed forms setting forth the cause of such false alarm, the corrective action taken, whether and when such alarm has been inspected by authorized service personnel, and such other information as the Chief of Police may reasonably require to determine the cause of such false alarm, any mitigating circumstances and corrective action necessary. The Chief of Police/Fire Chief may direct the person having or maintaining said alarm to have authorized service personnel inspect the alarm at such premises and to take other corrective action as prescribed by the Chief of Police/Fire Chief. All costs of inspection and corrective action shall be borne by the individual having or maintaining the alarm on said premises.~~

~~C. For a third response to premises within three months after such a second response, and for all succeeding responses within three months of the last response, a fee of \$50 (fifty dollars) may be charged, and after the sixth false alarm in a twelve month period, the Chief of Police/Fire Chief may order the person having or maintaining the alarm to disconnect such alarm until the prescribed corrective action is taken and certification of such corrective action is provided to the North Pole Police Department/North Pole Fire Department; provided, that no disconnection shall be ordered relative to any premises required by law to have an alarm system in operation.~~

~~9.02.050 Administrative decisions notice.~~

~~Notice of imposition of any administrative sanction, including the imposition of a fee or order of disconnection, under the provisions of this chapter shall be given to the person having or maintaining such alarm on premises owned or occupied by that person; provided, that with respect to business premises, the owner, manager or chief administrative agent regularly assigned and employed on the premises at the time of the occurrence of a false alarm shall be presumed to be the person having or maintaining such alarm on such business premises.~~

~~9.02.060 Appeal from administrative decision/finality.~~

~~A. Any person subject to the imposition of a fee, order of disconnection or other administrative sanction under the terms of this chapter shall have a right of appeal therefrom to a hearing board as assigned by the City Council.~~

~~B. Unless notice of appeal is filed with the City within ten days of receipt of notice of imposition of an administrative sanction, the sanction is deemed to be final.~~

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
ORDINANCE 18-08**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL REMOVING TITLE 15
BUILDINGS AND CONSTRUCTION CHAPTER 15.58 CODE FOR ABATEMENT OF
DANGEROUS BUILDINGS,**

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

WHEREAS, the City of North Pole should be amended to conform to the requirements of the
City and to provide clarification and guidance as needed; and

WHEREAS, The City is not equipped to actually abate dangerous buildings; and

WHEREAS, updates to Title 8 Health and Safety allow for the City to require and abate access
to dangerous buildings within the City; and

WHEREAS, abating buildings on private property is a very expensive and arduous process; and

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 in the North
Pole Code of Ordinances.

Section 2. Title 15 Buildings and Construction, Chapter 15.38 Code for Abatement of Dangerous
Buildings is removed from the North Pole Code of Ordinances. (Language to be removed is
stricken)

Chapter 15.58

CODE FOR ABATEMENT OF DANGEROUS BUILDINGS

~~Sections:~~

~~15.58.010—Adoption.~~

~~15.58.020—Modifications.~~

~~15.58.030—Appeals.~~

~~15.58.040—Local amendments to the Uniform Code for the Abatement of Dangerous Buildings,
1997 Edition.~~

~~**15.58.010 Adoption.**~~

~~The bound volumes containing the code known as the Uniform Code for the Abatement of
Dangerous Buildings, 1997 Edition, of the International Conference of Building Officials, and~~

every part thereof, together with the local amendments as set forth in NPMC ~~15.58.040~~, shall constitute the laws of the City relating to the abatement of dangerous buildings. Copies of the Uniform Code for the Abatement of Dangerous Buildings may be examined at the City offices.

~~15.58.020 Modifications.~~

The Building Official shall have the power to modify any of the provisions of the Uniform Code for the Abatement of Dangerous Buildings adopted by this chapter upon application in writing by the owner or lessee or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided, that the spirit of the code is observed, public safety secured, and substantial justice done. The particulars of the modification, when granted or allowed, and the decision of the Building Official thereon shall be entered upon the records of the Department, and a signed copy shall be furnished the applicant.

~~15.58.030 Appeals.~~

A. Whenever the Building Official disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decisions of the Building Official to the Mayor/City Manager within thirty days from the date of the decision.

B. The appeal will follow the procedures set out in Section 501 et seq. of the Uniform Code for the Abatement of Dangerous Buildings.

~~15.58.040 Local amendments to the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.~~

The amendments to the 1997 Edition of the Uniform Code for the Abatement of Dangerous Buildings are listed hereafter by section. The Uniform Code for the Abatement of Dangerous Buildings is also amended by the definitions contained in NPMC ~~15.58.020~~.

A. Section 201.1, Administration. Amend the first paragraph as follows:

The building official and fire chief are authorized to enforce the provisions of this code.

B. Section 205. Delete the entire section and substitute the following:

The Board of Appeals shall provide the final interpretation of the provisions of this code and hear appeals provided for hereunder. The board shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this code. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

C. Section 301, General. Add the following definitions:

64 ~~“Board of appeals” as used in the code means “City Council.”~~

65 ~~“County” as used in the code means “Fairbanks North Star Borough.”~~

66 ~~“Director of public works” as used in the code means “superintendent of public works.”~~

67 ~~“Fire marshal” as used in the code means “chief of the City fire department.”~~

68 ~~“Misdemeanor” as used in the code means “violation.”~~

69 ~~D. Section 303, Abandoned Structure. Add the following section:~~

70 ~~An abandoned structure is a structure that has been vacant for a period in excess of 12 months or~~
71 ~~any period less than 12 months when a vacant structure or portion thereof constitutes an~~
72 ~~attractive nuisance or hazard to the public as determined by the Building Official. A structure~~
73 ~~shall not be considered abandoned if it is available for lease and ready for occupancy.~~

74 ~~E. Section 304, Agreement/Contract to Repair/Work. Add the following section:~~

75 ~~An agreement to contract to repair/work is a written agreement between the City and owner in~~
76 ~~which an owner of a structure agrees to carry out repair/work on any abandoned, unsafe,~~
77 ~~dangerous structure, or structures between a specified commencement and completion date.~~

78 ~~F. Section 305, Derelict Building. Add the following section:~~

79 ~~A derelict building is any building, structure or portion thereof which is unoccupied and meets~~
80 ~~any of the following criteria:~~

- 81 ~~1. Has been ordered vacated by the Building Official pursuant to the provisions of this~~
82 ~~code.~~
83 ~~2. Has been issued a correction notice by the Building Official pursuant to the~~
84 ~~provisions of this code.~~
85 ~~3. Has been posted for violation of this code, more than once in any two year period.~~
86 ~~4. Is unsecured.~~

87 ~~G. Section 306, Unoccupied. Add the following section:~~

88 ~~Unoccupied means not being used for lawful occupancy.~~

89 ~~H. Section 307, Unsecured. Add the following section:~~

90 ~~Unsecured means the lack of a secure means of ingress and egress thus allowing for occupancy~~
91 ~~or use of a building or structure by unauthorized persons.~~

I. ~~Section 402, Recordation Of Notice And Order. Change the term “county recorder” as appears twice in this section to “Fairbanks District Recorder’s Office.”~~

J. ~~Section 403, Repair, Vacation and Demolition. Delete this section in its entirety and replace with the following:~~

~~The following standards shall be followed by the Building Official (and Board of Appeals if an appeal is taken) in ordering the repair, vacation or demolition of any dangerous, abandoned or derelict building or structure:~~

~~1. Any building declared a dangerous, abandoned or derelict building under this code shall be made to comply by the owner with one of the following:~~

~~A. The building shall be repaired in accordance with the current building code or other codes applicable.~~

~~B. The building shall be demolished at the option of the owner.~~

~~2. If the building or structure is in such condition as to make it immediately dangerous to life, limb, property or safety of the public or its occupants, it shall be ordered to be vacated and demolished if repairs are not begun within 60 days.~~

~~3. If one or more of the following conditions exists, the building or structure may be ordered to be demolished:~~

~~A. The building is in imminent danger of collapse due to structural failure.~~

~~B. The building has not been properly secured or maintained so that it is habitually used as a harbor for vagrants, or is an attractive nuisance to children.~~

~~C. The building is beyond economic feasibility to repair.~~

~~D. The building remains abandoned or derelict 180 days after notice under provisions of this code.~~

~~4. For the purposes of this section, the following definitions shall apply:~~

~~A. “Beyond Economic Feasibility to Repair” When the estimated cost of repair exceeds the replacement cost of the entire structure.~~

~~B. “Habitual” Customarily, or by frequent practice or use. It does not mean entirely or exclusively.~~

~~C. “Imminent or Immediate” Near at hand, or if left unattended to, on the point of happening. An observable structural, electrical, mechanical or plumbing failure to the extent that a reasonable person may believe that it poses a serious threat to life and safety.~~

~~K. Section 404, Notice To Vacate. Add subsection 404.3 as follows:~~

~~404.3 Abatement of nuisance in emergency. The Mayor / City Manager, upon the written recommendation of the building official, may abate any public nuisance summarily without notice in an emergency where the life or safety of the public is endangered and where immediate action is necessary and timely notice cannot be given. All other abatement proceedings, except~~

~~the necessity and the manner and method of giving notice, shall apply to the nuisance summarily abated, including the recovery of the costs of the summary abatement.~~

~~L. Section 501.1, Form of appeal. Add the following new paragraph 8 as follows:~~

~~8. The appellant shall pay a non-refundable filing fee of \$50 to the City for processing the appeal, and the filing fee shall be deposited with the building official.~~

~~M. Section 801.2, Costs. Delete this section in its entirety and replace with the following:~~

~~The costs of such work shall be paid from the general fund, and may be made from a special assignment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine appropriate.~~

~~N. Section 802, Repair and Demolition Fund. Delete sections 802.1 and 802.2 in their entirety.~~

~~O. Section 905, Personal obligation and special assessment. Delete the provisions of this section and replace as follows:~~

~~(a) The responsibility for payment of the charges for abatements as set forth in this chapter shall rest upon the owners of the property upon which the abatement occurred, to include the owners at the time of occurrence of the condition rendering the property subject to these abatement proceedings and the owners at the time of the actual abatement proceedings.~~

~~(b) The City shall have the right to bring suit for the collection of charges for abatement as set forth in this chapter plus costs and attorney's fees against all the parties responsible for payment, jointly and severally.~~

~~(c) In addition, the City shall have the right to impose an assessment against the property for the repayment of the abatement charges. If the City proceeds with an assessment, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment and a lien upon the property.~~

~~(d) The lien created herein may be enforced as provided in AS 34.35.005 .045. The enforcement of the lien is a cumulative remedy and does not bar the collection of the charges for abatement as provided in subsection (b) above.~~

~~P. Section 908, Lien of assessment. Delete Sections 908.1 and 908.2 and substitute the following:~~

~~Immediately upon its being placed on the assessment roll the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed and to state, borough and City property taxes upon the same property. The lien shall be paramount to all other liens. The lien shall continue until the assessment and all interest due and payable thereon are paid.~~

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
___ day of _____, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent: