



CITY OF NORTH POLE
Regular Meeting April 16, 2018
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, April 16, 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**
 - a. April NPHS Student of the Month**
- 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. Ordinance 18-09, An Ordinance of the North Pole City Council Amending Chapter 02 Public Hazards to Title 8 Health and Safety.
- b. Request to Adopt the 2018 Cooperative Agreement between the U.S. Army Corps of Engineers and the City of North Pole for Law Enforcement Services.
- c. Liquor License Renewal for Petro Star Inc. dba Sourdough Fuel.
- d. Request to Approve the Developer Agreement for the Brookside Park by and between the City of North Pole, Alaska and Ainley International Memorial Fund, LLC (“AIMF”) DBA: North Star Developers 2018.

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com . Notice of Council Action is available at City Hall and on the City website following the meeting. Council Meetings are aired live via audio streaming from the City’s website. Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.

Office of the Mayor
City of North Pole

Proclamation

Whereas: Madison Earle is a senior at North Pole High School and is the daughter of Tami Earle of Two Rivers; and

Whereas: Madison has played on the high school softball team for two seasons and also volunteers her time and assists at local dog sled races; and

Whereas: Madison has maintained a GPA of 3.6 throughout high school and was named Student of the Month twice. She has received an Academic Letter as well as the Presidential Award for having a 3.5 GPA or higher. Madison also volunteers in the front office at school; and

Whereas: the City of North Pole desires to recognize the outstanding students in the community;


Now, therefore I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Madison Earle the:

*North Pole City Council
High School Student of the Month
For April 2018*



Bryce J. Ward, Mayor

ATTEST:


Judy L. Binkley
North Pole City Clerk





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, April 2, 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, April 2, 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

Absent

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mayor Ward

APPROVAL OF AGENDA

Mr. Thompson *moved to approve the agenda of April 2, 2018*

Seconded by Ms. Hedding

DISCUSSION

None

PASSED

Yes: 6 – Skipps, Hedding, Thompson, Claus, Isaacson, Ward

No: 0

Absent: 1 - Welch

APPROVAL OF MINUTES

Mr. Thompson *moved to approve the Minutes of March 19, 2018*

Seconded by Ms. Hedding

Discussion

None

PASSED

Yes: 6 – Skipps, Hedding, Thompson, Claus, Isaacson, Ward

No: 0

Absent: 1 – Welch

COMMUNICATIONS FROM THE MAYOR (Audio 2:20)

- The NPHS, 8th, and Old Rich intersections are currently being reviewed for improvements. The DOT and Kinney Engineering have a survey online that we need people to participate in. The address is <http://dot.alaska.gov/nreg/oldrich/> and it is closing soon.
- The FNSB is having a multi-jurisdictional meeting tomorrow at 5pm in the FNSB Assembly Chambers to discuss Air Quality. The Council is highly encouraged to attend. Emails with the details of the meeting and BACM control measures have been sent.
- I am almost complete with the City's Military Facility Zone Application. Once completed, the Council will be presented with a MFZ ordinance designating the boundaries and authorizing the MFZ. This will then be passed to the Department of Military and Veteran Affairs for approval.
- The three mayors had a special work session with the IGU Board on the gas project. It sounds as though things are progressing and the acquisition schedule for the transfer of FNG to IGU may be able to move ahead before the ruling of the RCA.
- The Badger Road Salcha area sub plan is meeting on Wednesday, April 4th at the Library at 4pm. This working group is developing a land use plan similar to what the City did back in 2010. The intention is to give guidance for development as the area prepares for the F-35 buildout.
- I am continuing to work on a comprehensive developers agreement with Northstar Developers that will allow for construction of roads to the City standards through a phasing agreement that will allow for development to occur as the market demand grows.
- On Friday, I attended Col. Robbins going away celebration at Eielson AFB. He was a great leader to work with and will be missed at Eielson AFB and in North Pole.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

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

Fire Dept., Chief Coon (Audio 15:04)

- The Fire Officer I class is complete and all North Pole members have passed the practical portion of the test.
- We have selected Arctic Fire as our vendor for our airpack regional grant. Should have a final cost for our match.
- I will be in Anchorage for the Preparedness Conference next week. This is paid for from grant funds and is required for continued grant funding.
- I will be going to the Fire Academy in May.
- Our open house will be on May 19th. Captain Haywood is working hard on it to make it a great event.
- We have an expected vacancy for a Lieutenant position. We will be working on filling it in the next month.
- Our ambulance is back from the shop and we will be working on some more maintenance issues with our fleet.
- Michelle is working with Laserfiche to electronically store some of our fire, EMS, and training records.
- **Mr. Isaacson** asked if any of the documents being scanned to Laserfiche are historical and should be preserved for future display. Chief Coon replied that no, they are records from every ambulance and fire call, along with training logs.
- **Mr. Claus** asked if anyone else has complied with the request for the FEMA training. Chief Coon replied that there has been no movement on that.

Police Dept., Chief Dutra (Audio 3:30)

- Vacation – I will be leaving Thursday and will be back next Saturday.
- Lt. Lindhag and Sgt. Bellant will be heading to Anchorage for the Spring Preparedness Conference.
- Det. Gibson and the Evidence Custodian are heading to Kenai for Evidence Processing training.
- Sgt. Binkley is heading to a Remington Armorer course.
- We are looking at hosting a SPI Homicide Investigation course. Looks like this will save us big.
- May 1st is the Memorial Park Ceremony at 11am.
- May 11th is the Police Memorial Day at 1pm.
- Our kitchen remodel is coming along very nicely.
- SRO – update and information.
- ALiCE Instructor Course – reached our minimums.
- **Mr. Isaacson** asked for the information regarding the ALiCE training so that could be

shared. Chief Dutra replied that he would send the information out. **Mr. Isaacson** also asked for clarification on what the “Part Two” crimes were. Chief Dutra replied that the “Part Two” crimes are typically the crimes not listed in the “Part One” crimes. “Part Two” crimes are the “minor” crimes whereas the “Part One” crimes are “major.”

- **Mr. Skipps** asked if the Police Department currently sells hoodies because he knows individuals who are interested in purchasing them. Chief Dutra replied that they do not currently sell hoodies in the reserve store but can look into it.

Finance, Tricia Fogarty

- I am processing payroll this week. Admin and the Utility Department went live with the new program this payroll. I ran into a few issues this morning and our intention by bringing on a few departments at a time is so we can make some adjustments and work out any issues.
- The Accounts Payable/Sales Tax Clerk position is being advertised in the newspaper and on our website. We have 2 applications so far.
- We are working on getting 2017 ready to send to the auditors. Our goal is to be able to send it to them by Friday of this week.

Director of City Services, Bill Butler

Building Department

- No new building permits issued since March 19th. The combined permitted and pending permitting projects total approximately \$7-\$8 million in value. Pending projects include: (all values are estimates)
 - Eye Clinic: \$500,000.
 - North Pole Transfer Site: \$800,000.
 - NPMS Mechanical Upgrades: \$4,000,000 - \$5,000,000.
 - NPHS Window Upgrades: \$1,000,000.
 - NP Library Plug-Ins: \$250,000.
 - Saint Nicholas Cell Tower Upgrades: \$50,000.
- Two developer agreements are being negotiated.
 - Revision of the Brookside Development
 - War Eagle Court Development in Eagle Estates Subdivision.

Public Works

- Snow plow contractor completed a City-wide hardpack removal.
- Public Works staff did a sidewalk hardpack removal.

Utility Department

- Sulfolane settlement.
 - Exclusive Paving continues to install 16-inch pipe within the city limits north of the Richardson Highway.

- Contractor purchased pipe is beginning to be delivered for the next phase of construction.
- Clearing in Phases 1&2 is largely complete – critical to get this accomplished before the migratory bird nesting “window” closes.

Natural Gas Utility Board

- IGU is in the process of planning transition to ownership of Fairbanks Natural Gas.
 - Voting on transition plan is scheduled for tomorrow’s IGU board meeting from 4-6pm.
 - IGU purchase of Fairbanks Natural Gas is expected no later than May 31, 2018.

Borough Representative

None

City Clerk’s Office, Judy Binkley

None

ONGOING PROJECTS

None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 21:40)

- **Jeffrey Cook**, 1899 RJ Loop: Spoke about how he has been thinking about Buzz Otis a lot lately and wanted Council to consider naming the Peridot pump house after him. After that has been completed, he would like to see a dedication and remembrance.
- **Dawn Murphy**, Explore Fairbanks: Provided an update about the 2017 Audit. Also gave an overview of some of the 2017 statistics as well as some of the upcoming events.

OLD BUSINESS

None

Public Comment

None

NEW BUSINESS

REQUEST TO APPROVE THE 2018 COMMITTEES. (Audio 30:32)

Mayor Ward introduced the request.

Public Comment

None

Mr. Thompson *moved to* **approve the substitute 2018 Committees List provided by Mayor Ward.**

Seconded by Mr. Claus

Discussion

None

PASSED

Yes: 6 – Skipps, Hedding, Thompson, Claus, Isaacson, Ward

No: 0

Absent: 1 - Welch

COUNCIL COMMENTS

None

Mr. Isaacson *moved to* **adjourn the meeting at 7:34 p.m.**

Seconded by Mr. Thompson

The regular meeting of Monday, April 2, 2018 adjourned at 7:35 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, April 16, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley, North Pole City Clerk

**CITY OF NORTH POLE
ORDINANCE 18-09**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING
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 deems 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 [8.04.120](#).

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:



North Pole Police Department

Chief Steve Dutra
125 Snowman Ln.
North Pole, AK 99705
907-488-6902
Northpolepolice.org



March 30, 2018

Mayor Bryce Ward
Honorable City Council

I would like to formally request that you consider and adopt the 2018 Cooperative Agreement between the U.S. Army Corps of Engineers and the City of North Pole for law enforcement services.

The City of North Pole has had a long standing agreement with Corps of Engineers since the early 1990's. This year's contract is the same as last years. The City of North Pole will provide law enforcement services to the U.S. Corps of Engineers for the period beginning May 1, 2018 through September 30, 2018.

The North Pole Police Department will supply law enforcement services to protect the assets contained within the Chena Lakes Flood Control project excluding the Chena Lakes Recreational Area unless requested to do so. The compensation to the City of North Pole could be up to \$83,106.08. Please review the attached agreement.

I would ask that the City Council approve this contract.

Thank you,


Chief Steve Dutra

COOPERATIVE AGREEMENT BETWEEN THE U.S. ARMY CORPS OF
ENGINEERS AND THE CITY OF NORTH POLE, ALASKA FOR THE PROVISION
OF LAW ENFORCEMENT SERVICES

TASK ORDER 01-2018

1. INTRODUCTION

In the interest of public safety and security, the City of North Pole, Alaska (**Cooperator**) will provide law enforcement services on U.S. Army Corps of Engineers (**Corps**) managed lands and waters within the Chena River Lakes Flood Control Project as described below. The Corps has proprietary jurisdiction over all Project lands and waters in accordance with Federal regulations contained within Title 36, Code of Federal Regulations, CH III, Part 327. Law enforcement cooperative agreements (LECA) with states or their political subdivisions are authorized by Engineer Regulation 1130-2-550, Chapter 7, to help provide a safe environment for public use at Corps water resource development projects. Concurrent patrol and enforcement by both the Corps and the Cooperator is the most effective means of assuring a safe environment for public use at the Chena River Lakes Flood Control Project.

2. DESCRIPTION OF WORK AREA

The work area covered by this task order includes all accessible Corps managed public lands and waters contained within the boundaries of the Project. Most, but not all, patrol work will be in those areas receiving the greatest use to maximize visibility and effectiveness. These areas including but not limited to the Project entrance road corridor, dam structure and outlet works, bicycle trails, visitor kiosk, Piledriver Slough access areas, Bathing Beauty Pond, Moose Creek Bluff, Moose Creek Landing Road and Day Use Area, Floodway, and Moose Creek levee system.

The **Chena Lakes Recreation Area** (*Lake Park and River Park*), leased to and managed by the Fairbanks North Star Borough (FNSB), **is not included in this Task Order**; however, this will not preclude the Cooperator from independently entering these areas in extreme emergencies. The Cooperator may, at no expense to the Corps, provide backup support to the Alaska State Troopers (AST) responding to other than extreme emergencies in the leased parks pursuant to state or local authority. **The FNSB is expected to call AST for all law enforcement within the Chena Lakes Recreation Area since they (the FNSB) are not a party to the original LECA or this Task Order.**

3. PERIOD OF SERVICES

Regularly scheduled patrols shall begin no earlier than May 1, 2018 and shall end no later than September 30, 2018. This period covers approximately 22 weeks of continuous service from the Cooperator.

4. NORMAL LEVEL OF SERVICE

There is currently no scheduled law enforcement service provided at the Project. The Alaska State Troopers make infrequent visits to the Project and respond to emergencies if available. The FNSB has no law enforcement powers or organization.

5. TASKS

a. The Cooperator shall provide one or more state certified law enforcement officers, with jurisdictional authority to enforce State laws on the Project, to perform an average of 40 hours of patrol work each week during the service period. The total number of hours worked under this task order shall not exceed 880 hours, regular time; 40 hours, overtime; and 24 hours, holiday time.

1. Patrol work will be performed by one law enforcement officer using the Cooperator's law enforcement vehicle (s), the Corps' all-terrain vehicles, patrol boat and by foot. The primary emphasis of these patrols will be on accident prevention, emergency services to Project visitors, and the enforcement of state laws. Maximum visibility of the Cooperator is desired to encourage voluntary compliance with laws and regulations. Liberal use of verbal and written warnings for minor infractions is encouraged; enforcement actions are to be undertaken as necessary.

2. The Cooperator shall generally provide services from Thursday through Monday each week. Service on Tuesday and Wednesday will generally not be required except for holidays falling on these days for which holiday wages will be paid. If Corps requested work for individual officer exceeds 40 hours in one week, overtime will be paid.

3. Patrol work shall usually coincide with the daily period of greatest use of the Project by visitors. Except for special circumstances or as otherwise directed by the Corps, the Cooperator is expected to begin work no earlier than 1000 and finish no later than 2400 each day. Within this general coverage window, the Corps will allow maximum flexibility in the Cooperator's daily schedule. Should inclement weather, equipment down time or other conditions beyond the control of the Cooperator reduce the patrol on a particular day, the lost time may be made up on another day when additional work is considered necessary. The cooperator is encouraged to rotate starting points and work hours so as not establish a predictable patrol pattern.

4. LECA Officer will supply the Project Manager with their weekly work schedule. The Officer will stop at the office or call the on duty Ranger at the beginning of each shift to give notice they are on duty.

b. The Cooperator shall operate traffic radar on the primary Project access road as necessary to measure and control traffic speed along the road and prevent accidents.

6. DAILY LAW ENFORCEMENT LOG

The Cooperator shall maintain a daily activity log recording all incidents, accidents, visitor assists and public contacts, including warnings (written & verbal) or citations issued. It is particularly important that any work (to include emergency responses and assists to AST) performed within the **Chena Lakes Recreation Area** (Lake and River Parks), that is leased to and operated by the FNSB, be noted separately for statistical purposes. A summation of the activity log shall be submitted to the Corps at the end of each month. Detailed written reports of major incidents such as traffic accidents, fatalities, theft, property damage, assaults and other such incidents shall be submitted to the Corps no later than the following scheduled workday. Time spent during project duty hours off-project responding to emergency calls, involvement in parades, special events, and trainings outside the scope of this contract will be recorded on the monthly log. Documentation will include incident/event, location, and total time spent off-project. Any time spent off-project in excess of 30 minutes per incident will be added up each month, rounded to the nearest 1 hour, and deducted from the total hours worked for the month as based on the monthly law enforcement logs. If authorized by Project Manager, time logged off the project may be offset to another day within the invoice period. If the time is offset the payment of overtime by the USACE is not permitted when on duty for offset time. Monthly reports supplied to the Chena River lakes Flood Control Project from NPPD need to be submitted by the end of the second week of the following month.

Any emergency involving a fatality, serious injury, major property damage or credible physical security threat involving the dam shall be reported immediately to the Corps' Project Manager or Senior Park Ranger regardless of time of day.

7. COST OF SERVICES

The hourly rate for law enforcement services shall be as follows:

<u>Item</u>	<u>Cost/Hour</u>	<u>Estimated Hours</u>	<u>Estimated Cost</u>
Officer's Total Hourly Rate*	\$ 54.84	872	\$ 47,820.48
Vehicle Rate**	\$ 34.47	912***	\$ 31,436.64
Overtime (Officer/)	\$ 68.90	40	\$ 2,756.00
Holiday (Officer/)	\$ 45.54	24	\$ 1,092.96
TOTAL COST			\$ 83,106.08

* To include all insurance costs

** Vehicle rate is cost for depreciation and maintenance only and not for purchase costs.

*** Includes overtime hours

8. COMPENSATION TO THE COOPERATOR

The Cooperator shall be paid for services listed in this task order performed over the agreement period. No legal liability on the part of the Corps for payment of any money for performance outside of this task order shall arise. Additional work, if necessary, will be covered under separate task orders.

9. BILLINGS

The Cooperator shall submit monthly invoices to the Corps, itemizing the hours of services actually performed and the hourly rates listed previously in Section 7. The Cooperator's log will be used as one method of verifying performance. Invoices shall be submitted the month following the invoice month.

Invoices shall be submitted directly to the following:

U.S. Army Corps of Engineers
Chena River Lakes Flood Control Project
PO Box 55270
North Pole, AK 99705

10. PAYMENTS

Monthly invoices will be reviewed for accuracy and forwarded to the Alaska District Office in Anchorage for payment. The Cooperator will be paid only for those services received and approved by the District Engineer's Representative at the Project. The total cost of services performed during the term of this agreement may not exceed \$ 83,106.08 .

11. CORPS AND COOPERATOR REPRESENTATIVES

1. Mr. Tim Feavel, Project Manager, Chena River Lakes Flood Control Project, P.O. Box 55270, North Pole, AK 99705, telephone 488-2748, is designated as the District Engineer's Representative and Point of Contact for all matters relating to this task order.

2. Mr. Steve Dutra, Chief, North Pole Police Department, 125 Snowman Lane, North Pole, AK 99705, telephone 488-8459, is designated the Cooperator's Representative and Point of Contact for all matters relating to this task order.

12. APPROVAL

The date of approval for this annual task order shall be the date on which it is signed by the Chief, Operations Branch, U.S. Army Corps of Engineers, Alaska District. This Plan of Operation shall remain in effect until modified or terminated for convenience by either party.

U.S. ARMY CORPS OF ENGINEERS
(To be signed after negotiations)

Julie Anderson
Chief, Operations Branch
U.S. Army Engineer District, Alaska

DATE

CITY OF NORTH POLE, ALASKA
(To be signed after negotiations)

Bryce Ward
Mayor, City of North Pole, Alaska

DATE

125 Snowman Lane
North Pole, AK 99705
P: 907-488-8583
F: 907-488-3002
judy.binkley@northpolealaska.org

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

Memo

To: North Pole City Council
From: Judy Binkley JB
CC: Mayor Ward
Date: April 10, 2018
Re: Liquor License Renewal

City Council Members,

The ABC Board has contacted the City of North Pole as the following business is renewing their license within our jurisdiction.

License Type:	Package Store	License Number:	2731
Licensee:	Petro Star Inc.		
Doing Business As:	Sourdough Fuel		

The ABC Board is required under Alaska Statute to notify the City in writing that this establishment is renewing their liquor license so the City Council can file a "protest" if they so desire.

The City Council is provided information on any complaints regarding the establishment from the Police Department, Fire Department, and also if they are up to date with their City business license, water & sewer, and all sales tax.

As of this date, there are no violations against the establishment up for renewal and recommendation is for a vote of non-objection for the above business.

Thank you,

Judy Binkley, North Pole City Clerk



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

April 9, 2018

City of North Pole

Attn: Kathy Weber

Via Email: kathy.weber@northpolealaska.org

Cc: kmajor@fnsb.us

Re: Notice of 2018/2019 Liquor License Renewal Application

License Type:	Package Store	License Number:	2731
Licensee:	Petro Star Inc.		
Doing Business As:	Sourdough Fuel		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2017. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Petro Star Inc.	License #:	2731
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	Sourdough Fuel		
Premises Address:	3330 Badger Rd		
Local Governing Body:	North Pole (Fairbanks North Star Borough)		
Community Council:	None		

Mailing Address:	3900 C Street Suite 802				
City:	Anchorage	State:	AK	ZIP:	99503

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Point of Contact:	Douglas Chapados		
Contact Phone:	907-339-6600	Business Phone:	
Contact Email:	DLChapados@petro-star.com		

Seasonal License? Yes ☐ No ☒ If "Yes", write your six-month operating period: _____





Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 2 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☐☒

If "Yes", disclose the name of the individual and the reason for this authorization:

--

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietorship who is applying for license renewal. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					

This individual is an: ☐ applicant ☐ affiliate

Name:					
Mailing Address:					
City:		State:		ZIP:	
Email:					
Contact Phone:					





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

Section 4 – Entity Ownership Information

This subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>. Partnerships may skip to the second half of this page. Sole proprietorships should skip to Section 5.

Alaska CBPL Entity #: 34032D

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official Name:	Arctic Slope Regional Corporation				
Title(s):		Phone:		% Owned:	100
Mailing Address:	3900 C Street, Suite 801				
City:	Anchorage	State:	AK	ZIP:	99503

Entity Official Name:	Douglas Chapados				
Title(s):	Director, President	Phone:	907-339-6600	% Owned:	
Mailing Address:	3900 C Street, Suite 802				
City:	Anchorage	State:	AK	ZIP:	99503

Entity Official Name:	Angela Speight				
Title(s):	Secretary/Treasurer	Phone:	907-339-6600	% Owned:	
Mailing Address:	3900 C Street, Suite 802				
City:	Anchorage	State:	AK	ZIP:	99503





Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office

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Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 5 – License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

2016 2017

The license was regularly operated continuously throughout each year, for 8 or more hours each day.

☒☒

The license was regularly operated during a specific season each year, for 8 or more hours each day.

☐☐

The license was only operated to meet the minimum requirement of 30 days each year, 8 hours each day.

☐☐

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 30 days each year, 8 hours each day, during one or both of the calendar years.

☐☐

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement.

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2016 and 2017:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2016 or 2017?

☐☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2016 or 2017?

☐☒

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Alcohol Server Education

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as required under AS 04.21.025 and 3 AAC 304.465.





Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2018/2019 Renewal License Application

Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Section 8 – Written Orders

Written orders in calendar years 2016 and 2017:

Yes

No

Did you sell alcoholic beverages in response to written orders in calendar years 2016 or 2017?

☐☒

Section 9 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

☒

I certify that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☒

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently on file with the Alcoholic Beverage Control Board.

☒

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

☒

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Printed name of licensee

Signature of Notary Public

and for the State of Alaska

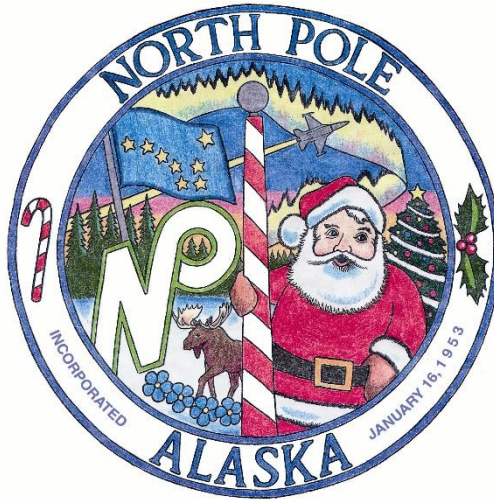
My commission expires: March 28, 2018

Subscribed and sworn to before me this 6th day of November, 2017.

License Fee:	\$ 1500.00	Application Fee:	\$ 200.00	TOTAL:	\$ 1700.00
Late Fee of \$500.00 – if received or postmarked after 01/02/2018:					
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					1700.00



DEVELOPMENT AGREEMENT
FOR THE
Brookside Park



By and Between the
CITY OF NORTH POLE, ALASKA

And

Ainley International Memorial Fund, LLC ("AIMF")
DBA: North Star Developers

2018

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Attachments:

Design and Construction Guidelines for the City of North Pole (“CONP”)
Street and Drainage Systems

Drainage Plan - Proposed Brookside Park 8/15/17 (Psalms Blvd & Courts)	10 pages
Drainage Plan – Proposed Brookside Park 3/19/18 (Blanket Blvd & Courts)	7 pages
Typical Road Sections for Brookside Park (at dedication & CONP standards)	8 pages
Proposed Preliminary Plat for Brookside Park	1 page
Pending Diagram of Preliminary Plat, Brookside Park	1 page

Memorandum of Agreement “MOA”: City of North Pole Mayor or designee will solicit bids for a MOA for road plan review and inspection services, for each phase, beginning with phase two. After an agreement is reached between the City of North Pole, third party inspector/s and the Developer, the signed MOA will be part of this agreement. TBP

Brookside Park

THIS AGREEMENT, made this March 26, 2018, between the CITY OF NORTH POLE, 125 Snowman Ln, North Pole, Alaska, 99705, a municipal corporation of the State of Alaska, hereinafter referred to as the "CITY", and North Star Developers, PO Box 56881, North Pole, Alaska 99705, their heirs and assigns, hereinafter referred to as the "DEVELOPER".

The City and the Developer, in consideration of their mutual covenants herein, make this agreement which solely concerns the public improvements which are to be constructed by the Developer for the City and conveyed to the City and private improvements to be owned and maintained by the Developer, if the Developer complies with this Agreement. The Developer will, in addition, must comply with other City Codes, for example Building and Fire Codes.

SECTION 1. THE DEVELOPER:

1.05 The Developer shall design and install the proposed improvements as herein described, in conformance with the North Pole Code of Ordinances, Chapters 12, Streets sidewalks and public places, and all requirements and specifications of the Design and Construction Guidelines for the City of North Pole Street and Drainage System, or approved design as submitted in this agreement and approved by the City. Any variance to City standards shall be clearly identified and provide justification for the variance. See attachments for road utility construction variances. All documents are attached to this Agreement, incorporating them as part of the Agreement.

1.10 The Developer shall provide one hundred percent (100%) of the funding for the design and construction of all improvements required by this Agreement.

1.15 In addition, the Developer shall pay the City one hundred percent (100%) for all the associated expenses incurred by the City, including costs for preparation of this developer's agreement, and review, plan check, test, administration, and inspection of these improvements. City labor / administration costs are estimated to be \$20,802 and are billed as a reimbursable cost through an agreement with an engineering firm of the City's choice. See attachments for MOA with Scantec Consulting Services, Inc. for plan review and inspection services of roads. The effective start date of the billings will be September 22, 2017. All these costs shall be paid promptly upon billing and by the 31st of December of the year in which they accrued and before acceptance of the improvements by the City. City billings are anticipated to be on a quarterly basis.

1.20 The Developer shall be responsible for the maintenance of all improvements covered by this agreement until acceptance tests are satisfactorily completed and written approval is given by the City and the council accepts ownership of the improvements.

1.25 Brookside Park is a multi-phased project¹ consisting of over 200 acres, thus each stage will be carried out incrementally² with the first phase dedicating Blanket Blvd, and 600' of Psalms

¹ See Appendix C, Completion Schedule

Blvd to the City, providing minimum legal constructed access to newly created tracts. This initial phase will replat the two large parcels³ into ⁴tracts⁵. After the road surfaces are completed, to the agreed City standards and accepted by the City Council, maintenance will become the responsibility of the City.

In lieu of a performance bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust on Tract E of the Brookside Park, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than the estimated construction cost for completing the improvements plus City administration costs. The Developer is guaranteeing completion of the public improvements before the final plat is submitted to the Fairbanks North Star Borough to the satisfaction of the City. The City will release the note and deed of trust on said property only after the improvements are constructed and accepted by the City. The Developer must satisfy an adjusted amount not less than the uncompleted improvement remaining to be constructed. The amount must be agreed to by the Mayor or designee. Each phase will have a bond amount established and agreed on by the Mayor or designee. In the event that the value of the land exceeds the required performance bond, additional land may be used in lieu of the performance bond.

The City will relinquish its rights to the warranty deed upon satisfactory completion of the improvements and acceptance by City Council. Should the Developer desire, with the Mayor's consent, to have the deed transferred to another parcel, or to replace it with a cash bond, the developer agrees to maintain the security needed by the city.

1.30 The Developer shall submit to the City three (3) complete copies of all engineering reports, plans, specifications and materials lists including design assumptions and calculations. A deposit of \$1,000 shall be paid for by the developer for the cost to the City for administering the project that includes, but is not limited to, reviewing, plan checking, testing and inspecting. This deposit is not to be construed as an estimate and the Developer will be billed for actual costs associated with this project per Section 1.15. No work shall be permitted to begin until the overall engineering report for all improvements, public and non-public, and the final plans and specifications have been reviewed and approved in writing by the Mayor or Mayor's designee.

The Developer shall submit, to the Mayor or Mayor's designee, a proposed schedule. All proposed changes to approved engineering reports, plans, specifications and materials lists shall be submitted in a reasonable length of time prior to starting construction of the affected portion of the project. Construction of any changes shall not commence until approval is given in writing. Subsequent to approval, all changes will be incorporated into the As-built drawings. Submittal of additional materials after commencement of this agreement may incur additional charges that will be billed at the cost of the developer.

² See attached Brookside Park plat showing phases. The cost to develop each phase will vary thus the land to be held, in lieu of bond, will be established according to the estimated cost to carry out street work for that specific phase.

³ See Appendix 'A' – Legal Description

⁴ The schedule of completion is set forth in Appendix 'C'.

⁵ The Trustees of the David Ainley Revocable Trust established a development plan which was approved by a Fairbanks District Court judge.

1.35 The Developer hereby agrees to grant to the City access to all portions of the property specified in Appendix 'A' or private easement, permit area, etc. which is necessary to accomplish any inspections, surveillance, testing, or any other work to be performed by the City. The actual work schedule will be provided to the City by the Developer. Any changes in the schedule require at least forty-eight (48) hours advance notification to the City. A minimum of seven (7) days written notice is required for any connections to the City's existing facilities.

1.40 All necessary permits, licenses and reservations or easements shall be acquired by the Developer. Drainage reservations or easements will be acquired in the name of the City of North Pole or in a manner that assigns the reservations or easements to the City of North Pole before acceptance of the improvements by the City. Such reservations or easements shall include permit(s) from appropriate governmental authorities to cover all improvements on government land or within their jurisdiction.

1.45 The Developer shall comply with all applicable statutes, ordinances, rules and regulations of federal, state and governmental agencies. Copies of all pertinent approval letters, permits, licenses and rights of way shall be transferred to the City upon acceptance of the public improvements by the City.

1.50 The Developer will also provide copies of proposed utility plans. Utility facilities will be located to the satisfaction of the City. Each utility is subject to a City right of way permit.

1.55 Permitting of City water and sewer utilities must satisfy the City Utility guidelines or approved design as submitted in this agreement and approved by the City. Any variance to City standards shall be clearly identified and provide justification for the variance with engineering documentation.

1.60 In lieu of a 1-year warranty bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust Tract E of the Brookside Park, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than five percent (5%) of the construction cost for the completed improvements as established by the Mayor or Mayor's designee, for the phase which the Developer desires the City to accept. The City will release the note and deed of trust on said property after a period of 1 year from acceptance of the improvements by the City if no warranty claims are outstanding. Should the Developer desire, with the Mayor's consent, to have the deed transferred to another parcel, or to replace it with a cash bond, the developer agrees to maintain the security needed by the city.

The Mayor or Mayor's designee shall not recommend acceptance of the public improvements by the City Council until all performance deficiencies have been corrected to his satisfaction and all outstanding liens or claims of laborers, materials suppliers, subcontractors, or others arising out of the performance of these improvements have been satisfied.

1.65 The Developer shall complete all improvements required by this Agreement according the schedule set forth in Appendix C. The Mayor or Mayor's designee may at their discretion allow extensions for up to a total maximum of one (1) year. Acts of God, inclement weather, governmental regulations, labor disputes, fires, required extra work, or any delay totally beyond the control of the Developer may justify an extension of time. All time extensions requested by the Developer shall be made to the City in writing on or before the tenth day following the day in

which the alleged delay is said to have occurred. The City shall not be liable for costs incurred by these delays.

1.70 The Developer shall warranty the design, construction and materials utilized in all improvements outlined in this Agreement for one (1) year from the date of acceptance of the improvements by the City Council. The Developer shall remedy at his/her own expense any failure or defect in the work or any failure of any improvement to properly function which is due to design deficiencies, construction deficiencies, faulty materials or workmanship.

1.75 Correction of the deficiencies shall be completed to the City's satisfaction within 30 days of written notification by the City. The warranty bond will be released upon satisfactory correction of all deficiencies of the City's year end warranty inspection if any security remains from default to warranty obligations. Emergency repairs may be completed by City forces and the cost shall be borne by the Developer.

1.80 The Developer shall hold the City harmless and defend the City from all claims arising out of, or incidental to the design, construction or operation by the Developer contemplated by terms of this Agreement by the Developer. The Developer shall not be liable for acts of the City. This section does not create any third-party rights and any immunity or defense the City is entitled to shall be available to the Developer in any suit brought by third parties which in any way involved the Development Agreement.

1.85 The Developer shall retain a qualified engineer, licensed by the State of Alaska, to design and review the construction of said improvements including approving any changes and modifications of the design. "As-Built" drawings stamped and signed by a professional engineer and professional land surveyor will be provided to and approved by the City prior to acceptance. It is understood and agreed said engineer and surveyor are agents of and solely responsible to the Developer and is in no sense whatsoever the agents of the City.

1.90 The Developer shall coordinate the design and construction with the adjacent and affected property owners. Seven (7) days' notice shall be provided prior to commencement of construction to those impacted by this project.

1.95 The Developer shall convey the ownership of the public improvements, described in Appendix 'B', to the City of North Pole upon acceptance. The form of the conveyance shall be as approved by the City Attorney. Only these improvements, if accepted by the City, shall be maintained by the City.

SECTION 2. THE CITY:

2.10 The City shall review and approve (when acceptable) the submitted engineering reports, plans, specifications and materials lists prior to construction and inspection of the project. Final approval is required by Mayor or Mayor's designee prior to Notice to Proceed.

2.20 This Agreement does not obligate the City to finance any portion of the public improvements nor accept, operate or maintain any public improvements not constructed or inspected to City standards or design agreed to in this document.

2.30 Upon acceptance of the public improvements by the City Council, the City will take over ownership and operation of the public improvements detailed in this Agreement. City maintenance of these improvements will not begin until this time. The final acceptance inspection by the City of the public improvements detailed in this agreement will be conducted by the Mayor or Mayor's designee, and representatives from other government agencies and the City as appropriate.

SECTION 3. APPENDICES:

3.10 This Agreement shall include all appendices and attachments referenced and such are incorporated herein as though fully set out herein. This Agreement is composed of the Development Agreement, attachments, and the following appendices:

APPENDIX 'A' Legal Description

APPENDIX 'B' Public Improvements to be conveyed to the City

APPENDIX 'C' Completion Schedule

APPENDIX 'D' Traffic control plan

APPENDIX 'E' Storm water plan (if required)

APPENDIX 'F' Temporary Roadway Maintenance Agreement

SECTION 4. GENERAL:

4.10 This Agreement shall not diminish the requirements of the Fairbanks North Star Borough (FNSB) or non-city, governmental agencies.

4.20 If the Developer should fail to repair property or facilities owned by the City which were damaged by the Developer, or his/her agents, or if the Developer makes changes in construction covered by this Agreement without approval by the City, the City, after three (3) days written notice to the Developer, can make such repairs or remove such changes at the expense of the Developer.

4.30 If the City determines the construction of an improvement does not comply with the plans and specifications as approved by the City, the City shall issue a written notice to the Developer specifying the deficiencies and may stop all further construction involving the work found to be non-complying. This stop work order shall remain in effect until the Developer has made all necessary arrangements to remedy the non-compliance and to provide assurances such non-compliance shall not again occur. All damages, loss, expense incurred by any party as the result of a stop order imposed by the City shall not be the responsibility of the City.

4.40 The Mayor or Mayor's designee may authorize representatives (hereafter referred to as the Representative) to inspect all work done and all materials furnished for all improvements

specified in this Agreement. The Representative shall have authority to reject materials or work, but the Mayor or Mayor's designee shall have final authority for deciding if the Developer's work and materials are acceptable. The Representative is not authorized to revoke, alter, enlarge, relax, or release any requirements of the plans and specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the Agreement, nor act as supervisor for the Developer. The presence or absence of the Representative does not relieve the Developer from his/her obligation to perform all contract requirements and work shall not be deemed acceptable just by the reason of the presence of the Representative.

In Witness Whereof, This Agreement is made and entered into on the day and year first written above:

Developer: Ainley International Memorial Fund, LLC, DBA: North Star Developers
Managers

By: _____ Date: _____
Gerald Koerner, General Manager

By: _____ Date: _____
Jess Garn, Assistant Manager

By: _____ Date: _____
Alan Corrick, Deputy Manager

Owner: City of North Pole

Approved By: _____ Attest: _____
Bryce J. Ward, City Mayor Judy Binkley, City Clerk
Date _____

Approved as To Form: _____
Zane Wilson, City Attorney
Date _____

City Acknowledgment

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this ____ day of _____, 20__, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Bryce J. Ward, known to me to be the City Mayor of the City of North Pole, the municipal corporation named in the foregoing instrument, and that they signed the same under authority of said municipal corporation as the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.

Notary Public in and for the State of Alaska
Commission Expires: _____

Developer Acknowledgment #1

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this ____ day of _____, 20__, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Gerald Koerner known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC:
Commission Expires: _____

Developer Acknowledgment #2

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Jesse Garn known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC:
Commission Expires: _____

Developer Acknowledgment #3

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this _____ day of _____, 20____, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Alan Corrick known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year above written.

NOTARY PUBLIC:
Commission Expires: _____

APPENDIX ‘A’

THE PROPERTY: The land owned by the Developer which is the subject of this agreement for purposes of this project is described below;

NORTH STAR II, Tract “A-1”, according to Record of Survey recorded as Plat No. 2010-13, Fairbanks Meridian, Alaska, Fairbanks Recording District.

NORTH STAR II SUBDIVISION, Tract “B” and Tract “C”, according to plat 2010-81, Fairbanks Meridian, Alaska, Fairbanks Recording District.

NORTH STAR II SUBDIVISION, Tract C, according to plat 2010-81, Fairbanks Meridian, Alaska, Fairbanks Recording District.

Please see attached Proposed Preliminary Plat Brookside Park

APPENDIX 'B'

PUBLIC IMPROVEMENTS TO BE CONVEYED TO THE CITY

The public improvements to be designed, constructed by the Developer, and conveyed to the City with associated easements necessary to encompass, operate and maintain these improvements are as follows:

Mr. Ainley developed over 600 acres of land in North Pole. Those include: Beaver, Beaver East, Baker, Mission Homestead, North Star I and portions of other Subdivisions. North Star Developers continues to develop, divide and sell land with the current focus on over 200 acres in the southern portion of the City. The primary purpose of the Developer is to sell the remaining land and distribute proceeds to not-for-profit organizations that meet humanitarian, spiritual, food, lodging and other needs of mankind. The Trustees of the David Ainley Revocable Trust established a development plan which was approved by a Fairbanks District Court judge and this Developers Agreement includes portions of that plan. The Developer, with the continuing partnership of the City, desires to continue to establish new subdivisions that link to existing subdivisions. This is a continuation of the Master Plan adopted by Mr. Ainley and the City back in the 1970's. The Developer desires to continue to enhance the community with better roads, walking paths⁶, improvements and where possible, expansion to existing sewer and water infrastructure. The Developer will meet or exceed FNSB Title 17 road design standards. Attached are the three road configurations⁷.

The following will be an overview of the phasing and construction timeframe for construction, maintenance and dedication of all roads. The Developer has chosen to develop land in a phased approach, of which is outlined in the attached preliminary plat phasing diagram for Brookside Park. The plat phasing plan as outlined in the attachments to this agreement provide the phasing for platting approval only and do not constitute the road construction phasing as agreed to by the City and the Developer for the purposes of construction of roads to City standards and eventual ownership and maintenance of developed road once accepted by the City.

All roads required to be platted and constructed by the standards set forth by the Fairbanks North Star Borough shall be done so at the time of each specified phase, to the minimum road base standard as agreed to for the road sections included in the phase, to include placement of required street signs. Roads will be inspected by the City's selected engineer during construction for base material and site conditions, Roads will not be required to be built beyond the minimum standard as required by the Fairbanks North Star Borough and specified as the road base standard in this agreement until specified lots are sold or developed further, at that time, as agreed to in this contract, the Developer shall complete the road to the standard outlined in this agreement to include all walking paths. A work plan shall be submitted to the City prior

⁶ According Ordinance No. 2009-54, FNSB, North Pole Land Use Plan. This ordinance identified existing and proposed Pedestrian / Bicycle Facilities, Parks and Trails. The walking path, within each phase, starting with phase two, will be finalized prior to submission to City for acceptance of street/s in that phase.

⁷ Typical Road Sections for Brookside Park; R&M Engineering Consultants, Jim Wellman, RPE, CE-1752

to construction of any road or paving, to ensure proper inspections can be completed. All roads dedicated this plat to include Clearwater Court and the Blanket Extension (see plat 2010-81 F.R.D.) shall be the maintenance responsibility of the Developer and shall have signs posted at the entrances to the development stating "City road maintenance ends" until the City accepts the road, at which time the signs shall be removed.

During each phase (1-7) of the land surrounding Psalms Blvd, the road sections required to be built by Fairbanks North Star Borough plating standards shall be done so to the minimum base standard as provide for within this agreement. The Developer will not be required to finish the roads to the City paved standard until 80% of lots 1-45 (in phase 1-7) are developed (sale of 36 of 45 lots). The Developer will be required to notify the City at the time 80% of the lots are sold, at which time the Developer will have 1 year from the closing of the 36th lot to have completed the paving and have City acceptance. At the time of acceptance of the roads by the City, non-local truck traffic on Psalms Blvd. from the gravel pit on Tract G shall be limited to 3 trucks per hour.

Development of phase 8 or the sale or further development of Tract D,E,F or A will require the completion and paving of Blanket Blvd., to include the portions dedicated under plat (2010-81 F.R.D.) and Clearwater court. The Developer will be required to notify the City at the time phase 8 is finalized or Tracts D,E,F or A are sold, at which time the Developer will have 1 year from the finalizing of phase 8 or the real-estate closing of the Tracts of land to have completed the paving and have City acceptance.

Minor Collector - Psalms Blvd construction began in 2008 to City road base standards at the time, with the City water line paralleling the street. This is an undivided single two-lane street, two-way configuration that will consist of two 12-foot lanes (FNSB requires 10'), separated five-foot minimum walking path and one foot shoulders with Developer to meet or exceed City standards of 18" classified fill, 4" crushed rock and 1.5" asphalt surface. The road center line will be offset to the north approximately 2.5 feet between lots 1 and 35 to better protect the existing city water line.

Psalms Blvd will maintain this consistent typical road section, except however, for the last 600' of the eastern end of Psalms Blvd by Buzby Road where the ROW transitions from 60' to 70' in the vicinity of Lot 1 and the Beaver Spring Creek crossing and the roadway center line varies within the north side of ROW curve. This expanded ROW width area is intended to better accommodate future commercial traffic generated by Tract C and existing North Star II Buzby Plat No. 2013-26 F.R.D. Lot 6.

The full road ROW limits will be cleared. Walking path location will be determined with agreement of the Mayor or Mayor's designee. Psalms Blvd will have access/egress at Buzby Road and the southernmost end of Blanket Blvd. Temporary Cul-de-sac's will have a 120' ROW diameter, shall consist of a minimum 96 feet outside turning diameter with a minimum 11-foot lane width and it shall consist of the same road standards mentioned above and will also be cleared within ROW limits. The temporary cul-de-sacs will be removed by the Developer prior to conveyance to the City with the road

surface/shoulder adjusted to meet Psalms Blvd standards. Psalms Blvd. is approximately 3,300 feet long.

Variances requests are:

- The Developer requests to maintain FNSB Title 17 ROW standard of 60', whereas the City standard is 80'.
 - Reasoning: A 60' ROW is needed because of the existing Beaver Springs Pond boundaries, existing City water main and easement, PUE land constraints, and DEC separation requirements from City water line, pond and creeks. Expanding the ROW to the City 80' ROW would damage the Developer's ability to develop lots along the lake, which will negatively impact the Developers ability to carry out the residential project.
- The Developer requests to modify road shoulder to one foot with a separated five feet minimum walking path. The FNSB Title 17 road standard is two feet and City standard is four feet, however both street designs are without separated walking path.
 - Reasoning: For pedestrian protection and to reduce anticipated future maintenance issues due to destructive consequences of four-wheelers driving on wider shoulders (as witnessed in other popular corridors).
- The Developer requests to modify street shoulder material to one foot of crushed rock. The City standard material is minimum 1.5-inch asphalt pavement.
 - Reasoning: The Developer is proposing a two foot wider paved 'traveled way' that the FNSB Title 17 standard of 10 feet. That may be considered as adding one foot of paved shoulder to each side of the street to protect a minimum of 10 foot 'traveled way' plus adding an additional one foot of crushed rock shoulders to either side to further protect the edge of pavement. The one-foot crushed rock shoulders also extends some lateral support to the actual roadway structure provided by the gravel and crushed rock material layers.
- The Developer requests to modify typical road section for Psalms Blvd. to offset road center line to the north approximately 2.5 feet from the alignment of the ROW center line between lots 1 and 35.
 - Reasoning: The offset will better protect the existing city water line from reduced physical and thermal covering.
- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan. The steeper slope will better protect the city water line.
- The Developer requests to modify street requirements for Psalms Blvd. during residential buildup from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-32 are sold.

Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's,

cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible. After 80% of lots 1-45 are, sold export of gravel from Tract G will be limited to three outgoing trucks per hour on Psalms Blvd. The road will remain gated and off limits to public traffic at the terminus of each phase.

Future sleeves for water lines crossing Psalms Blvd will be either insulated HDPE pipe with a size sufficient to pull both in/out going water pipes, or will be 10-12" culvert / pipe, large enough to pull insulated water service loop through. Sleeve ends will be protected with sealed caped and marked with locator. Please see attached Typical Road Section.

Minor Collector – two-way traffic - Blanket Blvd. was approved in 2006 and constructed in 2008 to City road base standards at the time, with the City sewer line paralleling a major portion of the street. This is a divided two-way configuration (for the most part) that will consist of two 12-foot lanes, a separated five feet minimum walking path, and one-foot shoulders with Developer to meet or exceed City standards of 18" classified fill, 4" crushed rock and 1.5" asphalt surface. Blanket Blvd. will have access/egress at the existing northern end of Blanket Blvd. and connect to Psalms Blvd. at the southernmost end. The exceptionally wide ROW is to accommodate undisturbed nature areas and for a walking path between traffic lanes, away from traffic, as already exists on North Blanket Blvd. Walking path location will be determined with agreement of the Mayor or Mayor's designee. Blanket Blvd. is approximately 2,500 feet long-

Variances requests are:

- The Developer requests to modify street requirements for Blanket Blvd. during residential buildup from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surface standards when required by a new developer agreement. The road will remain gated and off limits to public traffic to protect the road base until residential construction is occupied and then gates will be relocated beyond residential construction area.

Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's, cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible.

- The Developer requests flat ditches in the limited section between Clear Water Court and High-Water Creek.
 - Reasoning: The existing soil types are relatively free draining and are expected to absorb the runoff. The runoff quantity was calculated based on a 10-year peak rainfall rate for one hour in North Pole, whereas the

CONP standards only require the minimum acceptable drainage system design of a 5-year rate. Safety concerns for extra deep ditch depth if sloped. Culverts will be provided at all ditch crossings to permit equalization of flow in the ditches. The flat ditch is designed for both absorption and to overflow into High Water Creek.

Local Roads: **Glory Court, Selah Court, Clearwater Court and permanent Cul-de-sacs.** These are undivided single two-lane streets in a two-way configuration that will consist of two 11-foot lanes (FNSB requires 10' and CONP standard is 11') with one-foot shoulders with Developer to meeting or exceeding City 12" classified fill and 4" crushed rock cap and 1.5" of asphalt surface. The full road ROW limits will be cleared. Cul-de-sac's will have a 120' ROW diameter, shall consist of a minimum 96 feet outside turning diameter with a minimum 11-foot lane width and it shall consist of the same road standards mentioned above. Cul-de-sac to be cleared within ROW limits except for a minimum of 15 foot and a maximum of a 20-foot radius, from the center point, which will retain natural growth, when possible. Approximate length of Glory Court is 350 feet. and Selah Court 400 feet. Clear Water Court is 675 feet.

Variance requests are:

- The Developer requests to increase ROW width to 50', from FNSB Title 17 ROW standard of 40' whereas City standard is 60'.
 - Reasoning: These side streets serve less than 10 residential lots⁸, are very short, and expect minimal traffic and wear.
- The Developer requests modify street shoulder to one foot.
 - Reasoning: These side streets serve less than 10 residential lots, are very short, and minimal pedestrian traffic is anticipated. Note: Reduced shoulders were recently approved for a high density residential district in the City.
- The Developer requests to modify street shoulder material to one foot of crushed rock.
 - Reasoning: The Developer is proposing a two foot wider paved 'traveled way' than the FNSB Title 17 standard of 10 feet. That may be considered as adding two feet of paved shoulder to each side of the street to protect a minimum of 10 foot 'traveled way' The one-foot crushed rock shoulders also extend some lateral support to the actual roadway structure provided by the gravel and crushed rock material layers.
- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan.
- The Developer requests to modify street requirements for Glory Court and Selah Court during residential buildup from the FNSB Title 17 minimum 3" E-1 surface topping minimum 12" classified fill (base material) to 12" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-45 are sold.

⁸ See FNSB Road Standard for Local 1 residential lots.

- Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's, cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible.

Permanent traffic signs will be installed at the intersections. These signs will include street name signs and applicable regulatory signs. Appropriate traffic markings will also be provided.

Soft spots: In the event that "soft spots" are discovered during roadway construction, the Developer will follow FNSB guidelines, as required under direction of the City engineer, with additional excavation of 12-24 inches in the affected areas and application of a geotextile membrane where required, then filled and compacted with Classified Fill.

Definitions of material:

Classified Fill shall be known as Sub Base Grade B or clean pit run.

Crushed Rock Cap shall be known as D-1 material.

E-1 materials are silty gravel as defined by State of Alaska, DOT

APPENDIX 'C'

COMPLETION SCHEDULE

Brookside Park is a multi-phased project consisting of over 200 acres. Each phase will be carried out incrementally⁹ with the first phase, dedicating Blanket Blvd and 600' of Psalms Blvd. to the City providing minimum legal constructed access to the newly created ¹⁰tracts¹¹.

Since this is a multi-phased project and no one can accurately predict the time table of residential lot sales, the below schedule is tentative beginning with phase 1. The improvements shall be designed and constructed according to the following schedule: extensions to the timeline shall be agreed to in writing by the Mayor or Mayor's designee and the Developer and shall be granted in no more than one year increments.

1. Submit Preliminary Design Report, Plans and Specifications to the CONP for approval: **March 26th 2018** _____.
2. Final Design - anticipating providing copy of proposed technical plans and specs for construction contractor bidders to the CONP for approval: **May 17th 2018** _____
3. CONP and FNSB Assembly Approvals;
 - a. FNSB Zoning: January 25, 2018
 - b. FNSB Platting: May 16, 2018 preliminary approval
 - c. US Army Corps of Engineers Wetland Permit: NA
 - d. ADEC: NA
4. Pre-construction Conference with all key Developer representatives and contractors, City representatives and Utility representatives: **May 23rd 2018**
5. Notice to Proceed: **June 11th 2018**
6. Public Improvement Construction Completion: (minimum road base standard) and maximum of 2 years between phases.

Phase 1: Psalms Blvd: Approximately 750 feet of road from Buzby Road to a temporary cul-de-sac at the intersection of Glory Court. Blanket Blvd: Approximately 2,500 feet of road from the intersection of Clear Water Street to intersection of Psalms Blvd.

Phase 2: Glory Court: Approximately 350 feet of road and cul-de-sac to serve lots 1-7.

Phase 3: Psalms Blvd: Approximately 1,000 feet of road from Glory Court intersection to lot 15 with temporary cul-de-sac at lot 15, to serve lots 8-15.

⁹ See attached Brookside Park plat showing phases.

¹⁰ Please see attached Preliminary Plat Brookside Park and particularly "Phasing" indicated at the upper right corner of sheet 1 of 2.

¹¹ ¹¹ The SW Tract consists of approximately 40 acres. It is a planned source for dirt and gravel. The Developer has a Purchase Option on that Tract, should the Buyer exercise his option the Developer will provide the Buyer of a 'license of use' for Psalms Blvd prior to acceptance by the City.

Phase 4: Psalms Blvd: Sleeves for water pipes installed to serve lots 16-21.

Phase 5: Psalms Blvd: Approximately 550 feet of road with temporary cul-de-sac at lot 24 to serve lots 21-24 and 32.

Phase 6: Psalms Blvd: Approximately 700 feet of road from lot 24 to intersection of Blanket Blvd. to serve lots 25-29 and lots 30 & 31.

Phase 7: Psalms Blvd and Selah Court: Approximately 1,400 feet of road from lot 33 with a cul-de-sac at lot 37 and Selah Court to serve lots 29-45.

Phase 8: Clear Water Court; Approximately 675 feet of road to serve lots 1-4.

Final Construction of all roads and paths to City standards as agreed to: No later than October 31st of 2034.

7. "As-Built" Drawings per CONP guidelines: Upon completion of surface paving or completion of improvements or no later than October 31st 2034.

8. Final AIMF Conveyance: no later than October 31st 2034

9. Final CONP Acceptance payments, certificate of release, etc.: **Estimated within one year of completion of improvements** or no later than October 31st 2034.

*A detailed construction schedule will be provided prior to the Notice to Proceed, reviewed monthly, and updated as required.

APPENDIX ‘D’

TRAFFIC CONTROL PLAN

A traffic plan is not expected but if required as for shoulder work or construction at Buzby Road, traffic, a traffic control plan will be developed at the appropriate time, submitted for approval, and completed as agreed.

APPENDIX ‘E’

STORM WATER PERMIT

The area of disturbance is considered maintenance within minimal grading of existing gravel roads, compaction, placement of D1 material and paving. Please see attached Drainage Plans for proposed Brookside Park.

APPENDIX ‘F’

TEMPORARY ROADWAY MAINTENANCE AGREEMENT

Developer to maintain unimproved Blanket Blvd, Psalms Blvd, Clear Water Court, Glory Court and Selah Court until accepted by the City of North Pole. Once accepted by the City of North Pole, the City of North Pole will take over maintenance.

Temporary road maintenance will include the following:

- Provide dust control when dusty, including watering as needed.
- Grade surface when rough, including grading, at minimum, once annually.
- Plow snow when snowfall accumulation hampers two wheel drive use, including plowing as soon as possible after a snow event of four inches or more, as well as general snow removal when needed.
- Repair road sections whenever repair is warranted, including reconstructing any subgrade failure or sub base deficiencies.
- Respond to public when complaints are received, including corrective action when needed.
- brush removal from road rights of way at least once every two years.

Design Guidelines for Streets and Drainage

City of North Pole

125 Snowman Lane

North Pole, AK 99705

Tel.: 907-488-2281; Fax: 907-488-3002

Part 1. General

1.1 Intent. It is the intent of these guidelines to insure that newly constructed streets in subdivisions within the City of North Pole be built to a standard that will maintain or enhance property values within the neighborhood, and built of such material and in such a way that the City will be able to maintain them with the resources available to it.

The requirements for streets constructed within the City of North Pole are more stringent than for those within the Borough at large or two major reasons. First, the City aspires to eventual paving of all streets in its neighborhoods. Thus, the initial street installation should be a first step toward this goal. Second, City streets are maintained by the City while the Borough roads are maintained at the expense of individuals living in a particular Service Area. Thus, a poorly constructed street in the City will sooner or later be a direct financial liability for all citizens of the City.

These guidelines were drafted to aid in meeting the requirements of the City. No single document can possibly present guidelines for all situations that will be encountered. The City shall have ultimate authority to interpret this document, and may direct modifications for specific situations. Any proposed alternative materials and methods must be approved in writing by the City prior to installation. Substantial variations from these guidelines must be approved by the City Council. Special warranties may be required.

1.2 Procedure. The design of all streets and associated drainage systems which are to become public streets in the City of North Pole (except for State of Alaska highways) shall be submitted to and approved by the City before construction. The design shall be in accordance with these guidelines and with all applicable codes and ordinances. Where requirements differ, the most stringent shall be met.

The Borough requires that Developers furnish preliminary and final plats to the City (and other agencies) for comment before submitting them for Borough review and approval. In order to foster cooperation and to minimize subsequent delays, an informal conference should be arranged between the City and the Developer as early as possible. This will enable the City to answer questions as to the extent to which existing and proposed City facilities may affect the planned development, as well as questions regarding procedural requirements.

The City will then review the plans and specifications for each preliminary plat for compliance with these guidelines and will work with the Developer to correct any deficiencies prior to formal submittal to the Borough. The plans and specifications shall be developed under the supervision of a civil engineer licensed and in good standing with the State of Alaska and shall be sealed thereby.

Once the Developer has submitted an acceptable development package, the City will write a letter of non-objection to the Developer for submittal to the Borough.

1.3 Standards of Construction. The Developer shall incorporate in the plans and specifications all the details of construction necessary to obtain a well constructed, easily maintainable road and drainage system.

As-built plans and specifications shall be stamped by a professional civil engineer or registered land surveyor and shall be submitted to the City within one week of the completion of construction. The engineer or surveyor shall certify that the as-builts are an accurate depiction of what actually exists.

Part 2: Streets

2.1 Intent. The City's goal is to provide good, maintainable streets for the use of its residents. Thus, developers are encouraged to provide paved streets, curb and gutters, and a storm drain system for their subdivisions. The design of the street and drainage system shall be coordinated with all utility system designs to avoid conflicts.

The layout of street patterns should provide adequate and convenient access to all lots within a subdivision. Through traffic should be discouraged in residential subdivisions, but attention must be given to alternative access routes for emergency vehicles. Particular attention should be focused on Fairbanks North Star Borough, Title 17, and *A Policy on Geometric Design of Highways and Streets* by the American Association of State Highway and Transportation Officials. Street layout must consider placement of utilities to keep them inside or adjacent to the right-of-way (rather than along back or side lot line easements) to facilitate maintenance.

2.2 Types of Streets: Title 17 identifies and defines eight road classifications, with minimum standards established for each. The City will approve or direct the classification of proposed roads within the development, based on the following definitions:

Local Road: Local roads provide access to adjacent residential lots. Any road which does not fall into one of the other categories will be designated a local road.

Minor Collector: Minor collectors join one or more local roads to the surrounding road system and may provide access to adjacent lots as well. As a rule, any road or section of road which handles the traffic from more than fifty (50) residential lots itself, or serving one or more local roads with a cumulative total of more than fifty lots, will be designated as a minor collector or better. Any road serving commercial or industrial lots will be designated as a minor collector or better.

Major Collector: Major collectors will be designated by joint agreement between the Developer, the City and the State of Alaska DOT&PF.

Arterial: Arterials will be designated by joint agreement between the Developer, the City and the State of Alaska DOT&PF.

Frontage Road: Frontage roads provide access to lots that otherwise would be landlocked by a limited access arterial or major collector. Frontage road design will require close cooperation between the Developer, the City and the State of Alaska DOT.

Alley: Alleys provide secondary access to back or side lot lines of lots and may be a convenient route for utilities. Under no circumstances may an alley provide the sole access to a lot.

No pioneer access roads will be approved within the City.

2.3 Required Widths: Street widths required within the City are generally greater than those required by the Borough. The following are minimum widths for new developments:

Classification	Minimum Traveled Way	Minimum Shoulder Each Side	Minimum Right-of-Way
Local Road	22 ft.	4 ft.	60 ft.
Minor Collector	24 ft.	4 ft.	80 ft.
Major Collector	24 ft.	6 ft.	100 ft.
Arterial	24 ft.	8 ft.	100 ft.
Frontage Road	24 ft.	8 ft.	80 ft.
Alley	20 ft.	N/A	30 ft.

These are minimum widths. Traffic volumes, heavy turning movements, on-street parking requirements, presence of utilities and other factors may dictate greater widths. Minimum design speed shall be 30 mph for local roads, 40 for minor collectors and determined by the City and DOT/PF for others.

If curb, gutter, and storm drain are constructed, the minimum width of right-of-way may be reduced to fifty (50) feet for local roads and seventy (70) feet for minor collectors.

2.4 Alignment: Acceptable alignments will be based on the design speeds approved by the City for each road to be developed. Deflection angles greater than two degrees (2°) in the alignment of roads require connecting curves. Curves shall be engineered with a radius and super-elevation meeting AASHTO Guidelines.

The intersection of streets shall be as nearly at right angles as possible but not less than seventy-five degrees (75°) without approval of the City. In residential areas, three-way intersections are preferred to four-way intersections for safety. Four-way intersections should be at least two hundred feet (200') apart, when measured centerline to centerline. This distance to a three-way intersection may be reduced to one hundred feet (100'). Intersections should be designed with a

minimum corner radius of fifteen feet (15') on local roads and designed for a WB-50 semi-tractor trailer on all others. Corner lots shall have an appropriate radius corner at the intersection to maintain sufficient right-of-way width to allow for ditches around the turn radius.

Centerline of the constructed street shall be centered in the right-of-way.

2.5 Grades: Maximum grades are as defined in Title 17. Changes in grade shall be connected with vertical curves meeting AASHTO standards for sight distance at the design speed.

2.6 Grading and Surfacing: Asphalt pavement shall be the required surface for all newly developed streets within the City. The following minimum depths of embankment and surfacing are required:

Classification	Minimum Gravel	Minimum Crushed Rock	Minimum Asphalt Pavement
Local Road	12 in.	4 in.	1.5 in.
Minor Collector	18 in.	4 in.	1.5 in.
Major Collector	24 in.	4 in.	2 in.
Arterial	24 in.	4 in.	2 in.
Frontage Road	18 in.	4 in.	2 in.
Alley	12 in.	Not Required	Not Required

If the Developer elects to pave alleys, minimum pavement thickness shall be 1.5 inch.

These are minimum thicknesses. When adverse subsurface conditions, high traffic volumes or heavy anticipated truck traffic warrant, the City will require a pavement design calculation. The design method and design data must be submitted and approved by the City. Special measures may be required at specific locations such as slough crossings. The minimum depths may be reduced by the City when warranted by soils borings.

Except in super-elevated areas, the paved street surface shall slope two percent (2%) from the center crown into a drainage system on either side.

2.7 Materials and Construction: Proposed roads shall be cleared and grubbed to the limits of construction. No waste or clearing debris shall be placed within the roadway, except that a small amount of waste with roots and stumps removed may be placed on slopes and seeded.

Once clearing and grubbing are complete, the underlying material shall be compacted to 85% of maximum density prior to placing gravel.

2.7.1 Gravel. Gravel used in the construction of streets shall meet the requirements of Title 17, and be compacted to 90% or more of maximum density. The City will require the use of a filter-

type geotechnical fabric where necessary to protect the gravel embankment from contamination by underlying silt, such as at old slough crossings.

2.7.2 Crushed Rock. Crushed rock over which pavement is to be placed shall be made of pit run gravel, with specified gradation, hardness and fracture requirements acceptable to the City.

Compaction of crushed rock shall be to 95% of maximum density.

2.7.3 Prime Coat. Prime coat of a suitable type, grade and application rate shall be applied to the crushed gravel before installation of asphalt pavement or surface treatment.

2.7.4 Asphalt Pavement. Asphalt pavement shall be plant mixed and placed with a laydown machine. Asphalt cement grade and content, and aggregate gradation, fracture and hardness, shall be clearly specified by the design engineer and approved by the City. Minimum compaction shall also be specified.

2.7.5 Quality Control. Construction quality control testing by an independent laboratory will be required at the Developer's expense to insure the specifications approved by the City are met. Type and frequency of such tests shall be spelled out in the specifications.

2.8 Traffic and Safety

2.8.1 Signing. Signing shall be in accordance with the *Manual of Uniform Traffic Devices with Alaska Supplement*. Minimum signing shall include intersection control, street names and speed regulation. Warning and informational signs shall be installed as warranted.

Sign post shall be 2 ½" x 2 ½ " perforated steel tubing, with embedded 3" x 3" sleeves, or an acceptable substitute.

2.8.2 Stripping. At a minimum, centerline striping will be required on all paved streets. Shoulder striping will be required on collectors, arterials and frontage roads, and strongly encouraged on local roads. Striping and other traffic markings shall be designed and installed in accordance with the *Manual of Uniform Traffic Devices with Alaska Supplement*.

2.8.3 Sight Distance. Sight distance on horizontal and vertical curves and at intersections shall meet AASHTO standards for the approved design speed. Where additional clearing is required to meet this requirement, the affected area shall be grubbed and seeded with grasses. Easements or additional right-of-way shall be dedicated as required for maintenance of sight distance.

2.9 Miscellaneous Features

2.9.1 Cable Crossing: All buried cable crossings shall be installed either by the affected utility or under its direct supervision. An easement shall be platted for each crossing within the proposed development.

2.9.2 Driveways. Maximum driveway widths shall be twenty feet (20') for single family residences, thirty feet (30') for multiple family residences and commercial, and forty feet (40') for large commercial. Additionally, no driveway entrance shall be closer than fifty feet (50') to a street intersection, measured from shoulder of driveway to shoulder of street. More than one driveway entrance to a lot or greater driveway width may only be allowed with written authorization from the City. Driveways need not be constructed at the time of street construction, but they must be designed to the extent of location, width, profile and culvert size and length.

Driveways connected to streets with ditches for drainage will usually require culverts. A swale system may eliminate the necessity for these culverts. The driveway going across the swale must be properly sloped to avoid "bottoming out" of vehicles. To achieve this, the algebraic sum of the road side slope and the adjacent driveway slope shall not be more than fourteen percent (14%). Thus, at driveways, the backslope would be cut down to a maximum of six percent if the slope of the swale adjacent to the road is the typical eight percent (six inches in six feet). In no case shall driveways impede the flow of a swale or ditch.

Driveways which provide access to a paved street shall themselves be paved for at least 12' from the edge of street pavement.

Part 3. Drainage

3.1 Scope. The City's fundamental concern is that snow melt and rain runoff is drained away from structures and building lots. Runoff shall be conveyed to the ultimate disposal point through storm drains, culverts or ditches, but not over streets, sidewalks, curbs, or other public improvements. If an existing public system is not available or is of insufficient capacity, on-site disposal or retention is required with easements for maintenance access. The design of the drainage system shall comply with all requirements of the City of North Pole NPDES permit for Storm Water Discharge from Small Municipal Separate Storm Sewer Systems. (MS4)

Ideally, curb and gutters will be provided by the developer to immediately enhance property values and to avoid future assessments. However, a well designed drainage system consisting of ditches and culverts, or a swale with associated drainage system is an acceptable substitute.

3.2. Design Criteria.

3.2.1 Recurrence Interval. The minimum acceptable drainage system design shall be based on the five year peak rainfall rate for one hour for North Pole. Where circumstances warrant, the City may designate a longer recurrence interval. The design shall be based on the area being fully developed.

The drainage system design shall identify an ultimate destination for surface runoff compatible with other existing and future development in the area, and one or more routes by which runoff could be carried to that destination. Existing and necessary future easements shall be identified. The City may, at its discretion, waive construction of a portion of the ultimate runoff system provided that the interim drainage pattern is compatible with the ultimate system. Suitable ultimate destinations might include live sloughs or streams, an existing ditch system (provided it

has sufficient capacity and an ultimate destination of its own) or an engineered disposal method. Existing drainage systems shall not be obstructed, and may only be used if they are shown by the Developer to have sufficient capacity for the additional flow.

3.2.2 Snowmelt. Snow removal, including runoff, must be proved for in the drainage design. Snow dump sites with suitable drainage are desirable within the development if existing City sites are not readily available or are not of sufficient size to accommodate the necessary quantity of snow. Ditches should be wide enough for temporary snow storage on arterials, frontage roads and major collectors, and wide enough for the annual snow accumulation on minor collectors and local roads.

3.3 Ditches and Culverts. The minimum slope for ditches and culverts shall be twenty-five hundredths of one percent (0.25%). Drainage for relatively flat areas shall be achieved through roller coasting the ditch line a minimum grade of twenty-five hundredths of one percent (0.25%) and draining the ditch laterally at the low points.

Culverts used shall be corrugated steel pipe, with minimum diameter of twelve inches (12") for driveway crossings and eighteen (18") for street crossings. Culverts shall be covered a minimum depth of twelve inches (12").

The in slope of ditches shall be three to one (horizontal to vertical) or flatter, with maximum one to one acceptable for the back slope of the ditch. Maximum depth of ditch is four feet (4') for industrial and commercial areas and three feet (3') for residential neighborhoods and public areas such as schools and playgrounds.

3.4 Swales. Properly designed swales may be used on the sides of streets for drainage. Swales have much less depth than ditches and may allow the elimination of culverts at driveways. Swales may also require more associated lateral drainage systems than ditches.

The slope of the swale shall correspond to the adjacent street with a minimum slope of four-tenths of one percent (0.4%). The bottom of the swale shall be at least six inches (6") below and six feet (6') away from the road surface shoulder. From its low point, the swale shall slope upward to adjacent property at a maximum steepness of one foot vertical for each four feet horizontal. Slope shall extend into adjacent property as necessary.

3.5 Curb and Gutter. A minimum 0.25% grade should be maintained on paved roads with curbs, gutters and storm drain systems. Where the gutter discharges of a side drain or at a curb return, shoulders and slopes shall be protected against erosion.

3.6 Erosion Control. Wherever culverts, ditches, gutters or storm drains discharge to the slopes of a new or existing street, slope protection shall be provided.

3.7 Miscellaneous Features.

3.7.1 Insulation. Insulation shall be required on storm drains and culverts at locations where their placement reduces the effective depth of burial of water and sewer lines below minimum

required depths (four feet for water and five feet for sewer), increasing the risk of freezing. Storm drains and catch basins within seven feet of sewer main, water mains, and services shall be covered with at least two inches of urethane insulation. Extruded polystyrene may be an acceptable insulation for specific situations if approved by the City. If the Storm drain is within twelve inches of services at least six inches of urethane shall separate them.

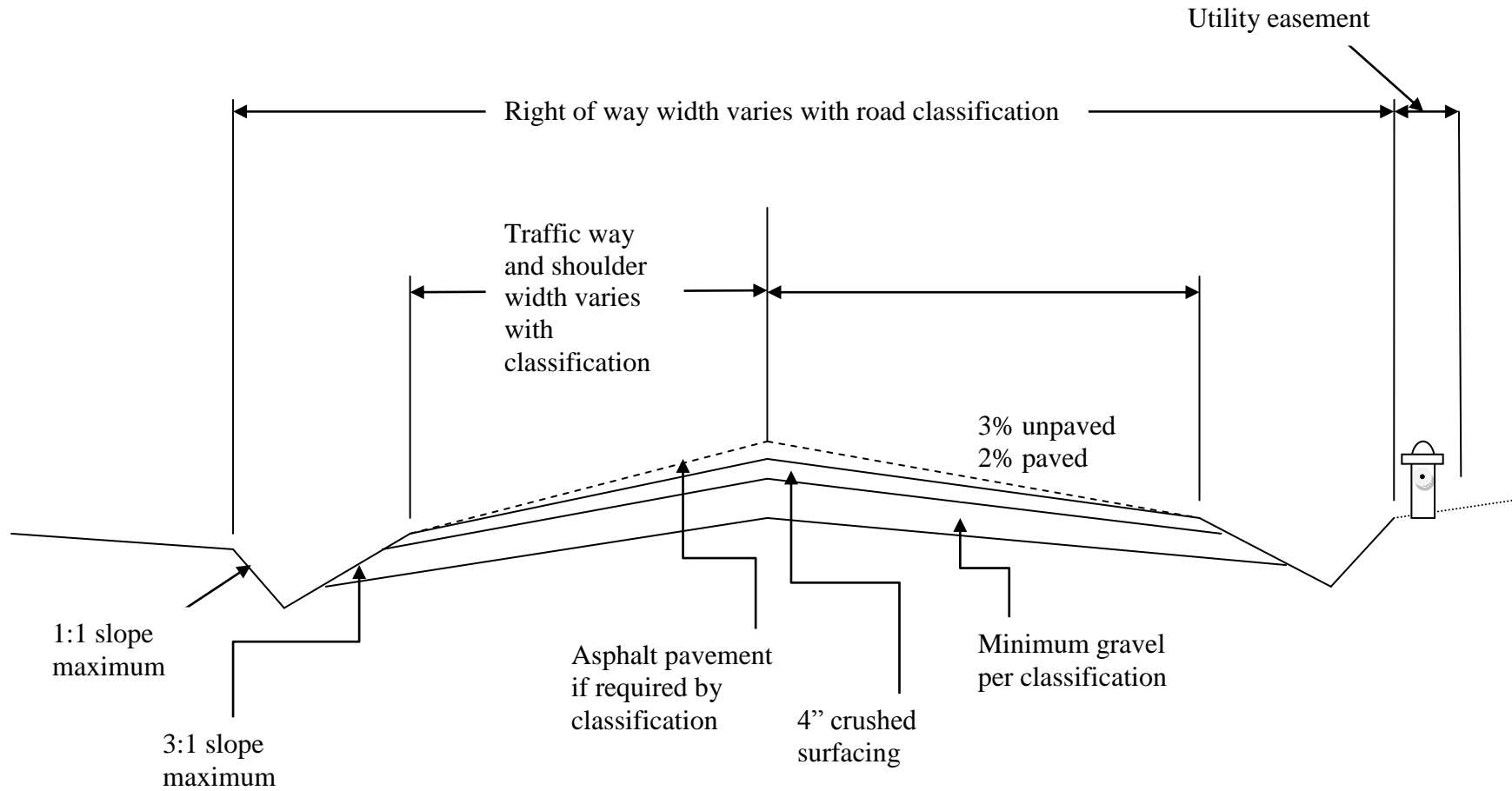
Proposed ditch crossings of existing and proposed water and sewer mains and services shall be checked for minimum burial depths, and insulated if necessary.

Part 4. Attachments

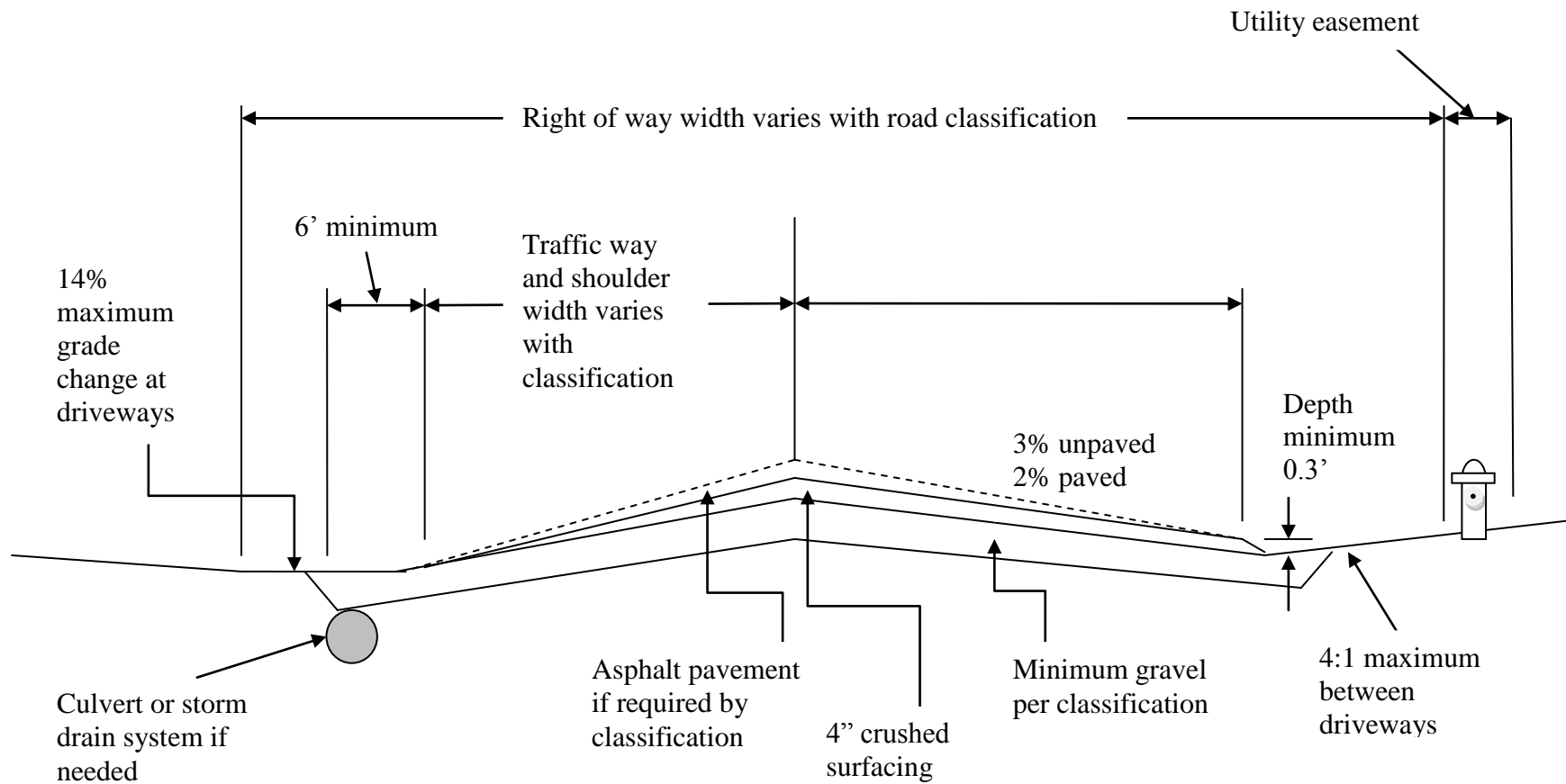
4.1 TYPICAL STREET SECTION.

4.2 TYPICAL STREET SECTION WITH SWALE ALTERNATIVE

4.1 Typical Street Section, City of North Pole Alaska



4.2 Typical Street Section with Swale Alternative



DRAINAGE PLAN

PROPOSED BROOKSIDE PARK SUBDIVISION

This report presents a drainage plan for surface runoff within the proposed Brookside Park Subdivision.

The planned subdivision, to be developed in three phases, is located within Section 15, Township 2 South, Range 2 East, Fairbanks Meridian, and would include forty-five lots, varying from about one-half acre to about two acres in size, together with seven tracts having a combined area of about 160 acres. See Drawing 1.

All lots within the proposed subdivision are planned to be served by a new street, designated as Psalms Boulevard, that will be upgraded from an existing unimproved gravel road to City of North Pole and Fairbanks North Star Borough road standards. Two secondary cul-de-sac streets, designated as Hallelujah Court and Selah Court, would also be constructed as part of the subdivision development.

Beaver Springs Creek is the principal drainage channel that flows through the proposed subdivision. Beaver Springs Pond, formed by gravel extraction operations, occupies much of the proposed Tract B of the subdivision.

The limits of the storm runoff drainage basins that contribute flow to existing and proposed new culvert pipes are shown on Drawing 2. The drainage basin limits are based on ground contour lines from the 2016 USGS Fairbanks C-1 NW, Alaska quadrangle map.

Two existing 48-inch diameter culvert pipes are located within the planned Psalms Boulevard right-of-way at the Beaver Springs Creek crossing near the eastern limits of the proposed subdivision. An existing seven-foot diameter culvert pipe and two three-foot

diameter pipes provide Beaver Springs Creek drainage across an unimproved roadway that serves as an extension of Blanket Boulevard, near the western limits of the proposed subdivision. An existing 48-inch diameter culvert pipe is located within the planned Psalms Boulevard right-of-way near the middle of the subdivision.

Sheet drainage of stormwater runoff is planned to be collected in the ditches of Psalms Boulevard which would be graded to direct the runoff to existing and proposed new culvert pipes. As shown on Drawing 3, four new culvert pipes are planned. To achieve adequate flow, the ditches should be graded to a slope of 0.4 percent or steeper. This can be accomplished constructing special ditches of varying width and depth or by utilizing a standard ditch section and varying the elevation of the roadway as required for the desired minimum ditch slope.

Flow computations are based on the rational formula, $Q=CiA$. In this formula, Q is the runoff flow in cfs, C is a coefficient depending on the character of the surface, i is the rainfall intensity in inches per hour during the time of concentration of runoff from the watershed, and A is the area in acres.

The time of concentration of watershed runoff is computed from the formula $T=(11.9L^3/H)^{.385}$, where T is the time of concentration in hours, L is the length of the watershed in miles, and H is the height of the most remote point in the watershed above the outlet, in feet. An additional 20 minutes is added to the time of concentration to account for the time period of overland flow, when the runoff is not in a defined drainage channel.

The rainfall intensity is computed according to the formula $i=(3+4.7\log n)/(t_c)^{0.6}$ where i is the rainfall intensity in inches per hour and t_c is the time of concentration for a return interval of n years. This formula was derived from rainfall data for the Fairbanks area

presented in U.S. Weather Bureau Technical Paper No. 47. For this evaluation, the runoff flow was computed for storms having a 10-year recurrence frequency.

The ten-year runoff flow through the existing and proposed new culvert pipes was computed in accordance with the above and is tabulated as follows:

Area No.	Runoff Area acres	Basin Length		Basin Height feet	Runoff coefficient c	T _c , min.	Rainfall intensity (in/hr)	Q ₁₀ (cfs)
		feet	miles					
1	210	9900	1.88	12	0.15	144	0.39	12.3
2	90	4600	0.87	8	0.15	80	0.56	7.5
3	21	1300	0.25	6	0.15	35	0.90	2.9
4	2	250	0.05	3	0.15	23	1.17	0.4
5	5	500	0.09	3	0.15	27	1.07	0.8
6	22	2900	0.55	8	0.75	55	0.70	11.5
7	12	1600	0.30	4	0.15	43	0.81	1.5

In this evaluation, it was assumed that new culvert pipes would be installed on a two percent slope and that flow through the culvert would be limited by inlet conditions. The depth of the ponded headwater at the culvert inlet for a given pipe diameter and runoff flow, together with the flow velocity through the culvert pipes were computed using the formulas for the headwater depth relationships that are presented in the FHWA Hydraulic Engineering Circular No. 5.

Based on the above criteria, the headwater depth at the pipe inlets resulting from a storm having a ten-year recurrence frequency was computed to be less than half of the diameter of the culvert pipe, in all cases.

A four-foot wide "V" ditch with a typical 3:1 foreslope and 1:1 backslope is assumed to be constructed as part of the street improvement in this subdivision. The depth and velocity of flow in the ditch is computed by the Manning equation, as follows:

$$V = (1.48 R^{2/3} S^{1/2}) / n = Q/A$$

where

V = ditch flow velocity in feet per second

R = hydraulic radius = area of flow in square feet/wetted perimeter in feet

S = slope of ditch (slope = 0.4%)

n = Manning roughness coefficient = 0.025 (natural earth with some vegetation)

A = cross sectional area of ditch flow, in square feet

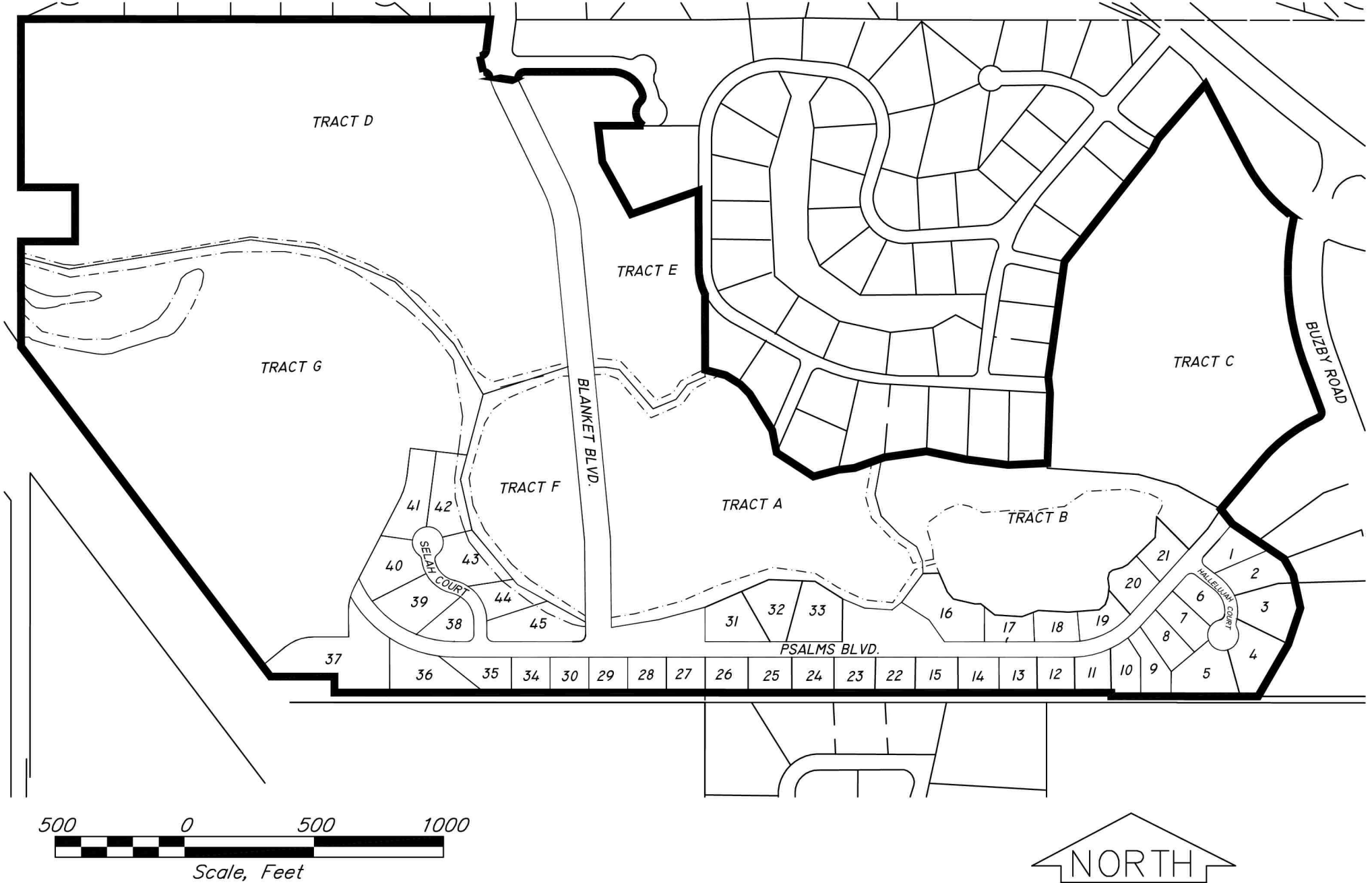
Q = ditch flow rate, in cubic feet per second

By the above equations and assumptions, for a one-foot flow depth, the rate and velocity of flow in the ditches resulting from a storm with a ten year recurrence interval was determined to be 4.37 cubic feet per second and 2.19 feet per second, respectively. The maximum flow rate in the ditches under this storm condition is expected to be less than 4.37 cfs. Accordingly, the maximum depth of flow in the ditches would be expected to be less than one foot and the maximum flow velocity in the ditches would be expected to be less than 2.19 feet per second.

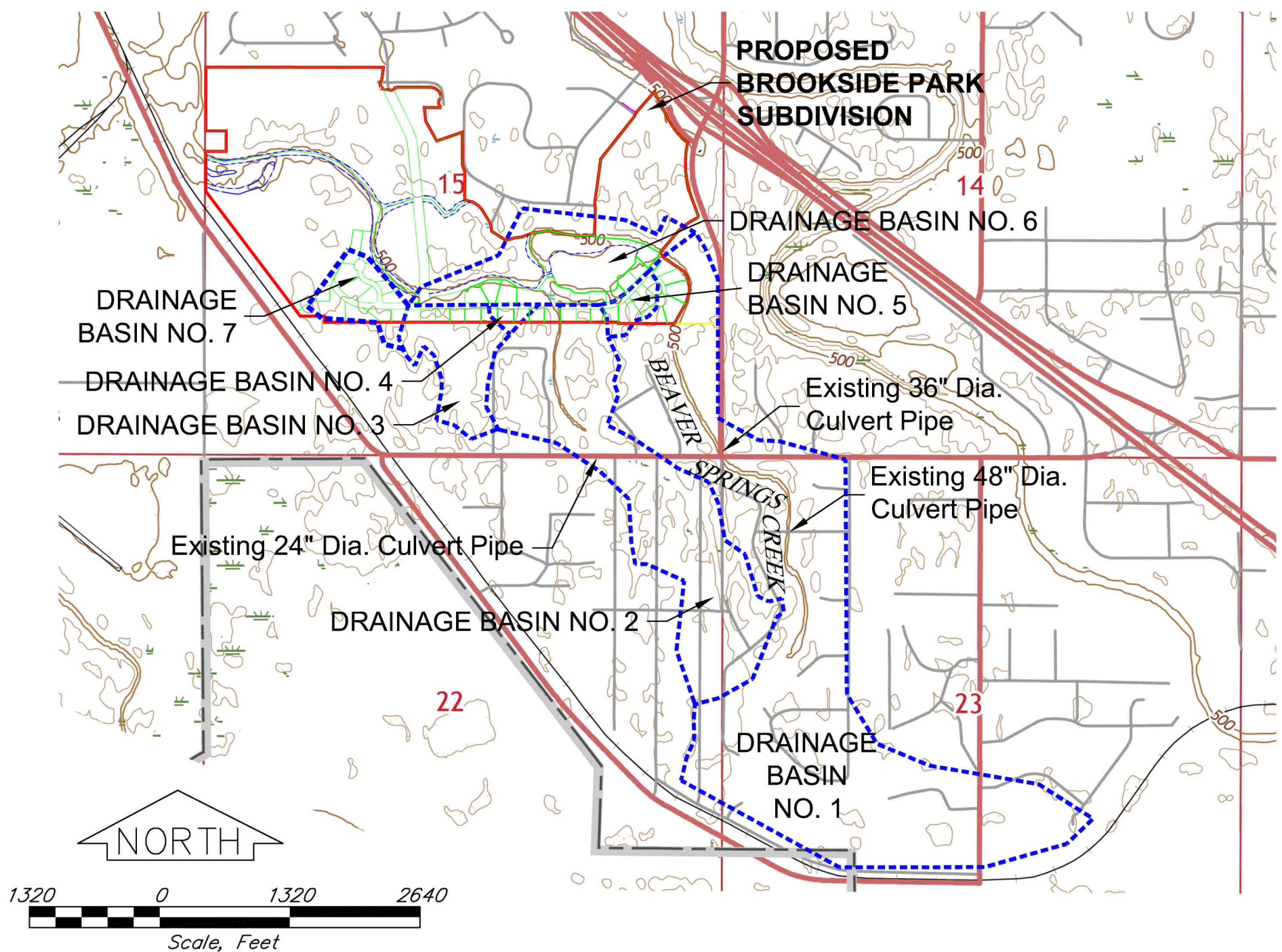
With maximum ditch flow velocities expected to be less than 2.5 feet per second, the potential for ditch erosion is considered to be low. Therefore only moderate erosion protective measures are considered necessary during construction to limit erosion. Such measures could include the lining of ditches with coarse granular materials, mulches, or other similar materials.



James H. Wellman
August 15, 2017



PROPOSED BROOKSIDE PARK SUBDIVISION

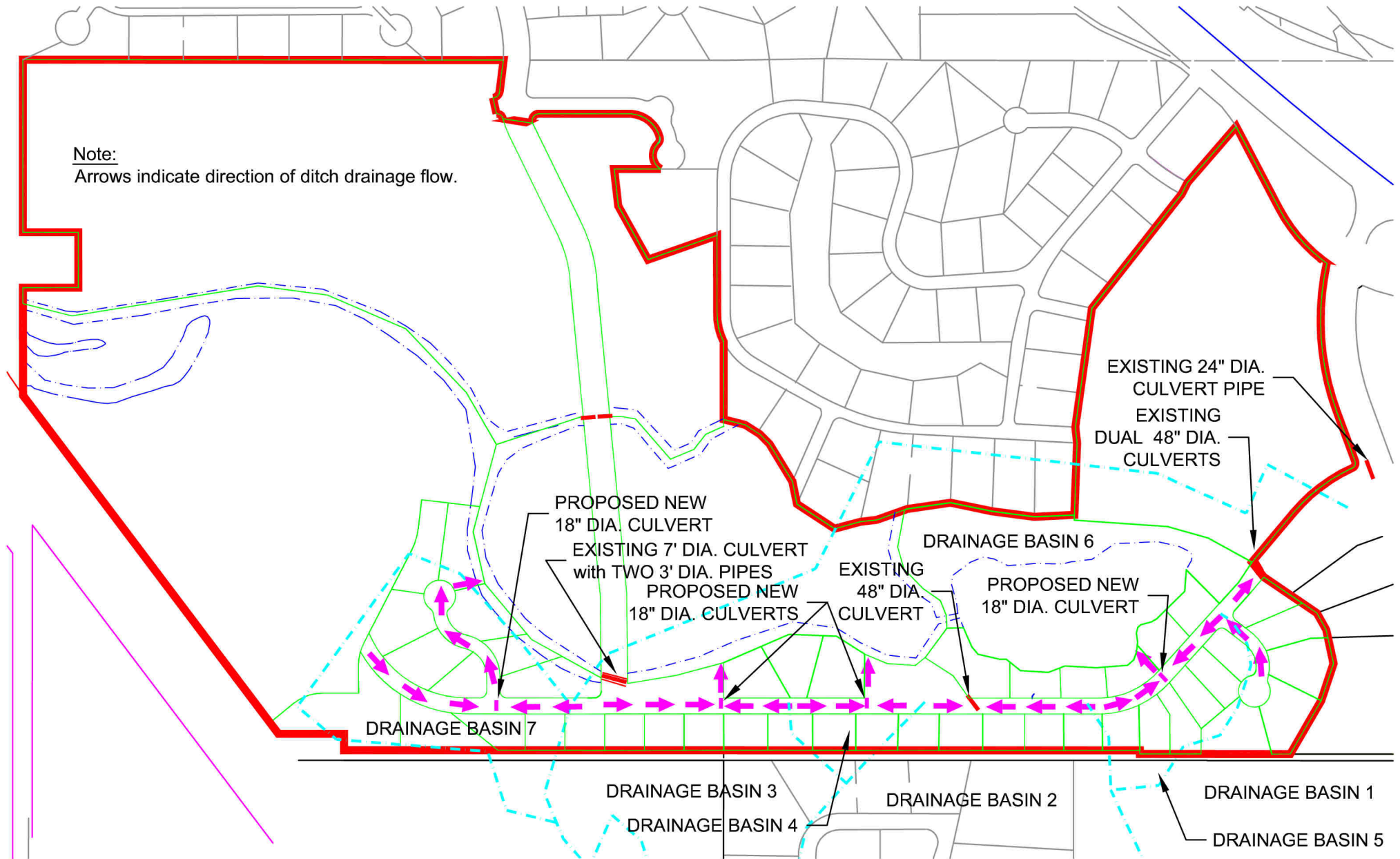


DRAINAGE BASIN LIMITS PROPOSED BROOKSIDE PARK SUBDIVISION

Topography and contours from USGS Quadrangle Map Fairbanks C-1 NW (2016)

Drawing 2

Note:
Arrows indicate direction of ditch drainage flow.



EXISTING AND PROPOSED CULVERT PIPES

BROOKSIDE PARK SUBDIVISION



Drawing 3



DRAINAGE PLAN FOR BLANKET BOULEVARD AND CLEAR WATER COURT NORTH POLE, ALASKA

This document presents a proposed plan for drainage of the Blanket Boulevard and Clear Water Court roadways within Brookside Park and North Star II subdivisions in the City of North Pole, Alaska. This plan supplements the Brookside Park Drainage Plan report, dated August 15, 2017.

Blanket Boulevard and Clear Water Court are located within Section 15, Township 2 South, Range 2 East, Fairbanks Meridian, south of Baker Subdivision. Blanket Boulevard is a divided roadway with two one-way traffic lanes, separated by an undeveloped median and proposed pedestrian walkway. Clear Water Court consists of a conventional street for two-way residential traffic. Both roads include shallow VEE ditches on both sides of the streets. Typical road sections are presented on Drawings 1 and 2.

Soils within the area consist of unfrozen well-drained fine sandy loam, as described in the Soils Evaluation Report for the Proposed Brookside Park Subdivision, dated September 20, 2017.

The proposed drainage plan for Blanket Boulevard And Clear Water Court is illustrated on Drawing 3 and is more specifically described as follows:

Clear Water Court

Clear Water Court has a centerline length of about 700 feet from the end of the

terminating cul-de-sac to ditch line of Blanket Boulevard. A one-foot depth of the roadway ditch is proposed at the end of the cul-de-sac, increasing at a minimum rate of 0.25 percent to the intersection with the Blanket Boulevard ditch line.

Blanket Boulevard

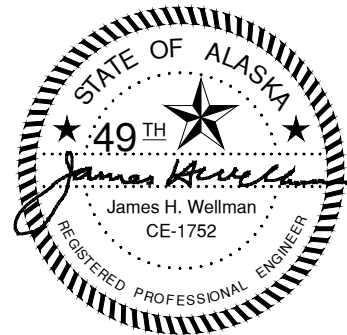
New 18-inch diameter culvert pipes are proposed to be installed in the easterly Blanket Boulevard ditch line at the Clear Water Court intersection and at the westerly ditch line, opposite Clear Water Court, for a future street to be constructed to the west. Installation of additional culverts in the interior Blanket Boulevard ditch lines will also be required at any cross-connections that are constructed between the two one-way roadways on Blanket Boulevard. A minimum two percent slope of culvert pipes between inlet and outlet is recommended.

The slope of the Blanket Boulevard ditches will vary from the existing condition at the Baker Subdivision on the north to the inlet elevation of the proposed new culvert pipes at the Clear Water Court intersection. The depth of the ditches at the culvert pipe outlets at this point is expected to be about 2½ feet below the roadway shoulders. South of the Clear Water Court intersection, a flat flow line of the Blanket Boulevard ditches is proposed, continuing approximately 1200 feet at a depth of about 2½ feet below the roadway shoulders to High Water Creek.

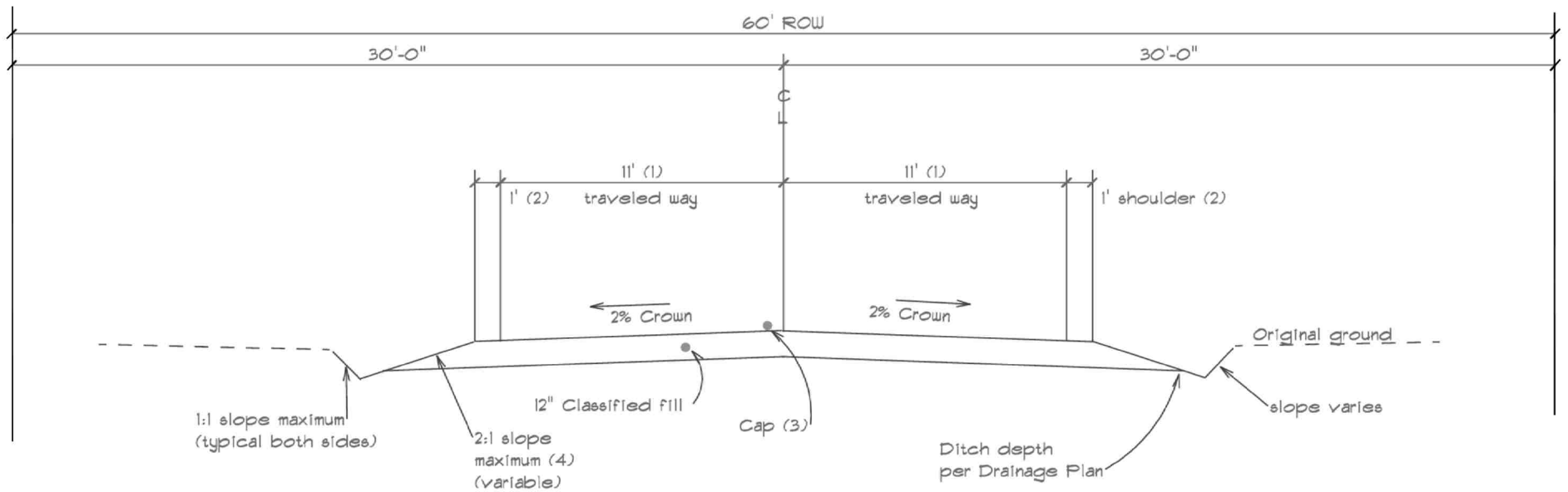
South of High Water Creek, the Blanket Boulevard ditches would be graded to flow from a high point approximately midway between High Water Creek and Beaver Springs Creek to these creeks. The length of flow in each direction is about five hundred feet. A ditch slope of 0.25 percent or greater appears to be feasible.

Because of the relatively free draining nature of the soils in this area and the expected ditch configuration, it is expected that the rate of absorption of the runoff by the soils in the ditch bottoms would normally accommodate the runoff from a storm having a ten-year or longer recurrence period without a significant depth of accumulation of runoff in the ditches. Accordingly, the proposed drainage plan for the subject roadways is considered to be sufficient for adequate drainage.

The above conclusion is based on culvert pipes being installed in the ditches at all driveway crossings to permit equalization of flow in the ditches. Further, some disruption in optimal drainage conditions may be experienced during spring thawing periods while the soils in the ditches are frozen and thus relatively impermeable.

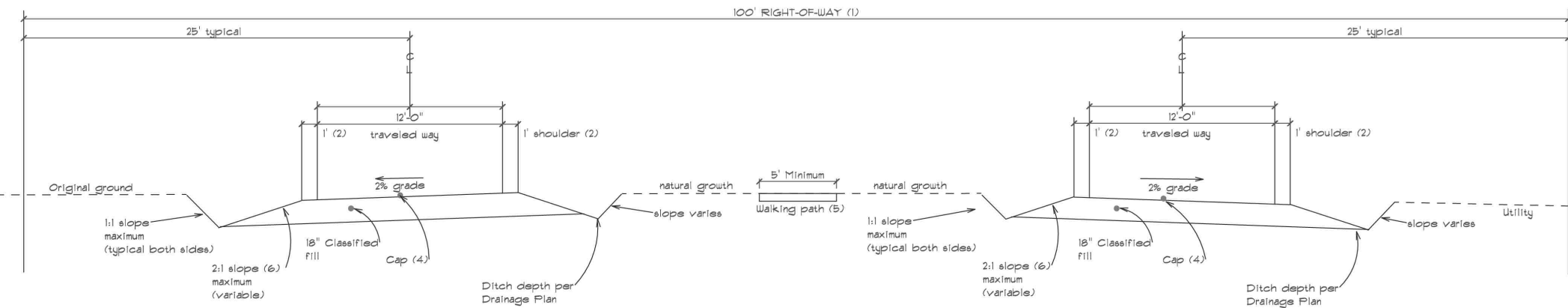


James H. Wellman
March 19, 2018



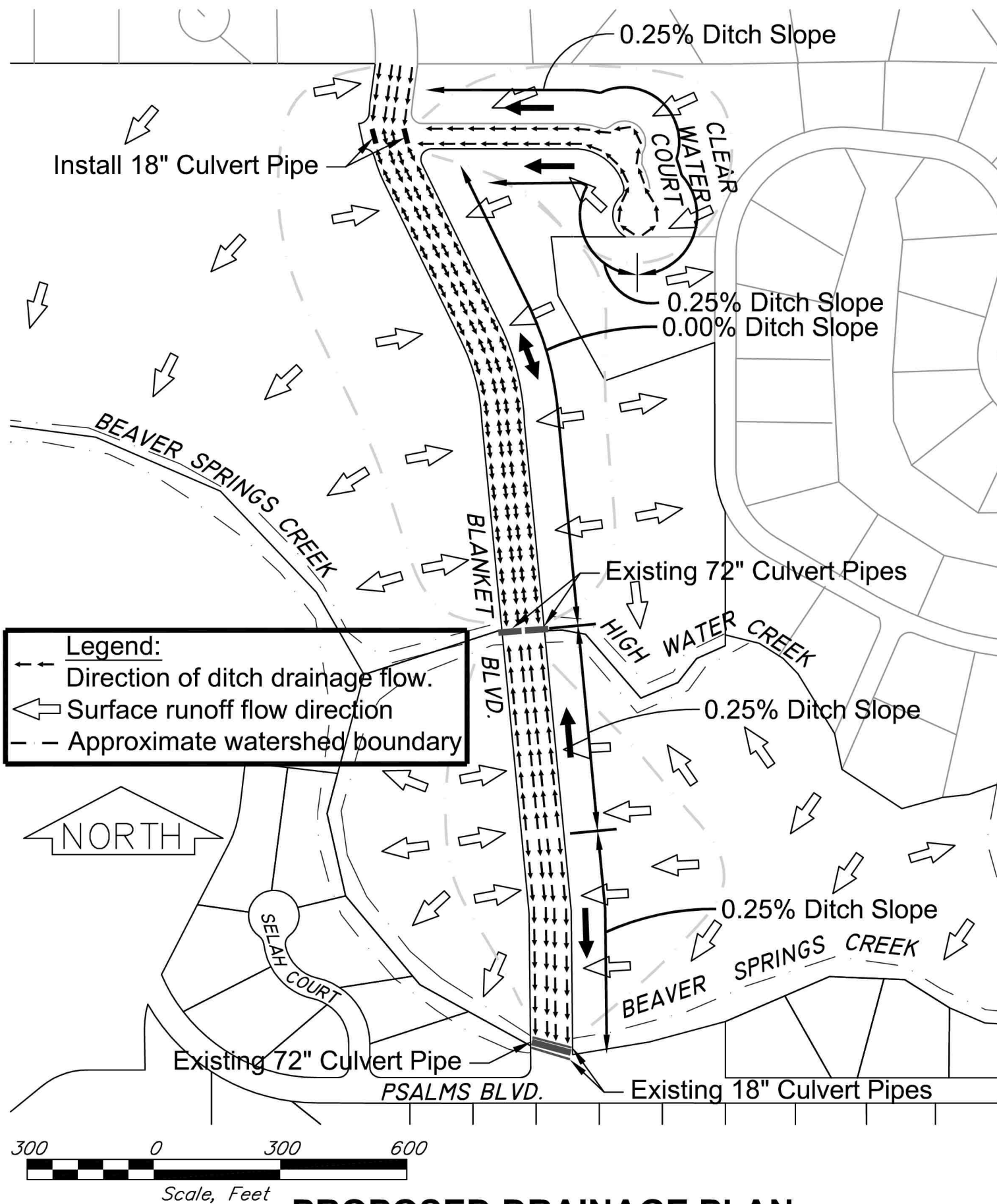
TYPICAL ROAD SECTION
NO SCALE

CLEAR WATER COURT



TYPICAL SECTION NO SCALE

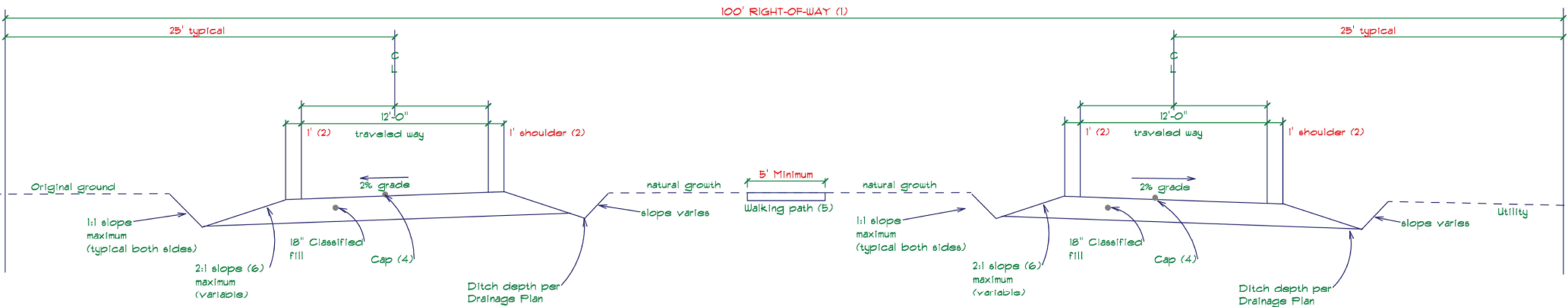
BLANKET BOULEVARD



PROPOSED DRAINAGE PLAN
BLANKET BOULEVARD and CLEAR WATER COURT
WITHIN NORTH STAR II AND BROOKSIDE PARK SUBDIVISIONS

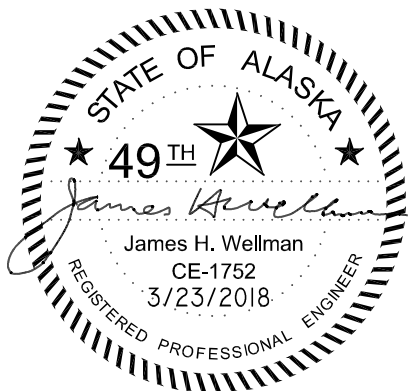
BROOKSIDE PARK: BLANKET BLVD.

Street design at dedication.



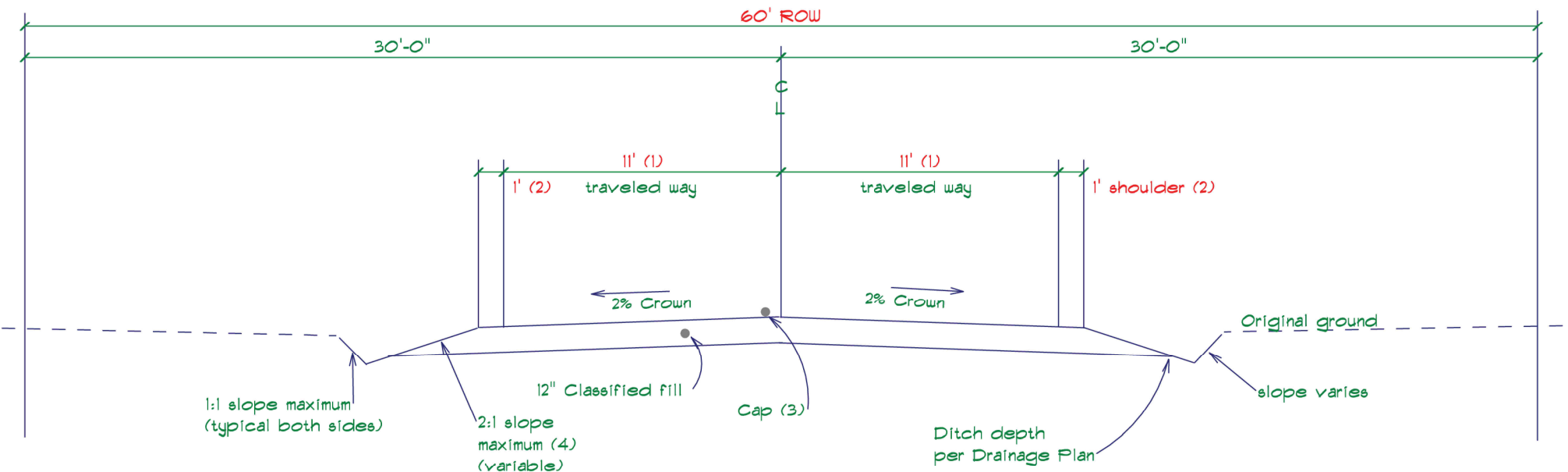
TYPICAL ROAD SECTION NO SCALE

Drawing notes:
 (1) Variance: 60' ROW to 100' ROW.
 (2) Variance: 1' pit run shoulder.
 (3) Variance from FNSB Title 17: no E-I cap.
 (4) Variance: 2:1 to 3:1 slope (variable).
 (5) Walking path to be installed when road surfaced.

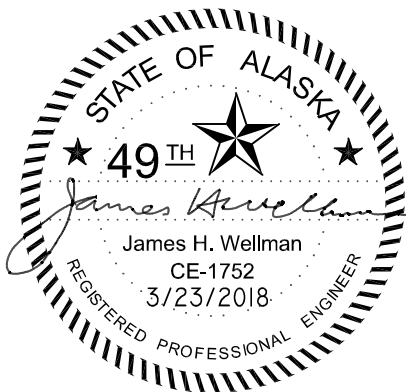


CLEAR WATER COURT

Street design at dedication.



TYPICAL ROAD SECTION
NO SCALE

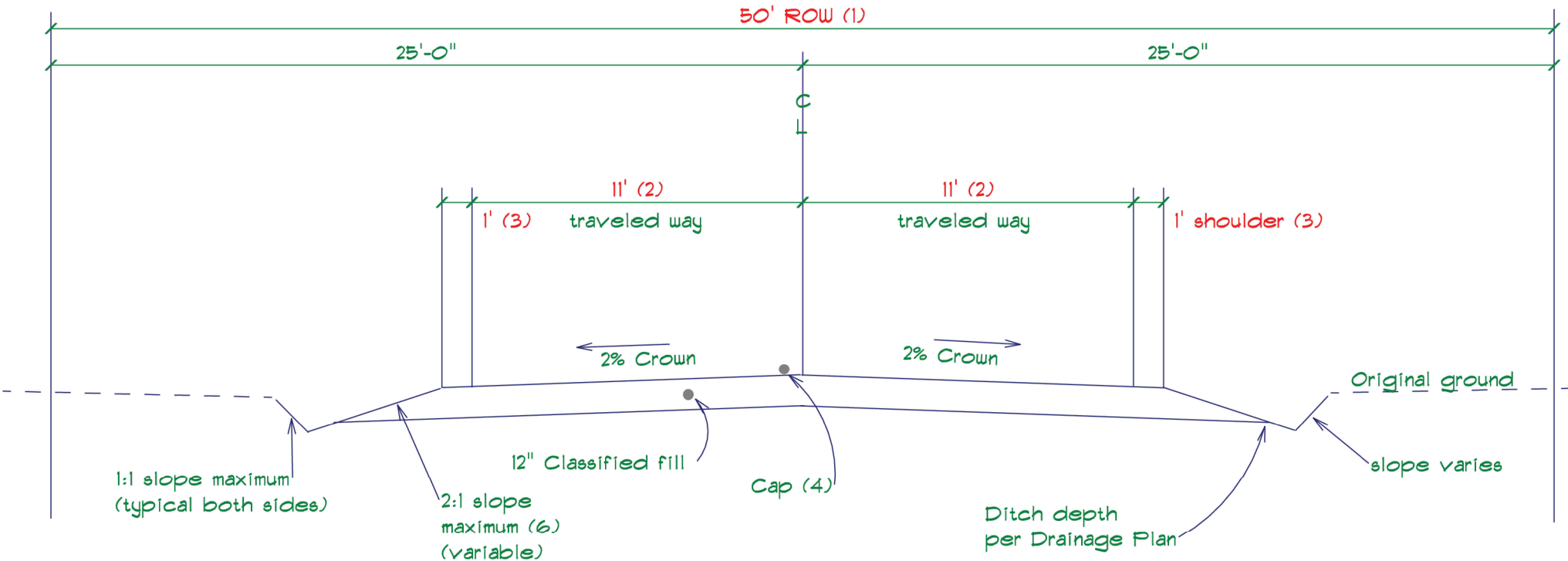


Drawing notes:

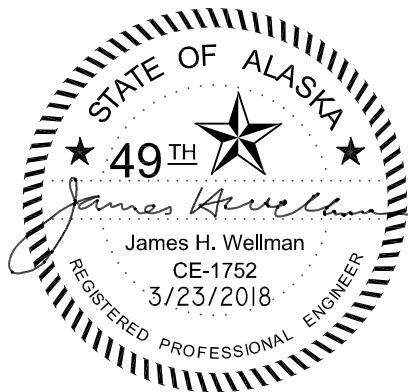
- (1) Travel way 11' according to CONF standards,
 - (2) Variance: 1' pit run shoulder,
 - (3) Variance from FNSB Title 17: no E-I cap,
 - (4) Variance: 2:1 to 3:1 slope (variable)
- Cul-de-sac description in Developers Agreement Appendix 'B'

BROOKSIDE PARK: GLORY AND SELAH COURTS

Street design at dedication.



TYPICAL ROAD SECTION NO SCALE

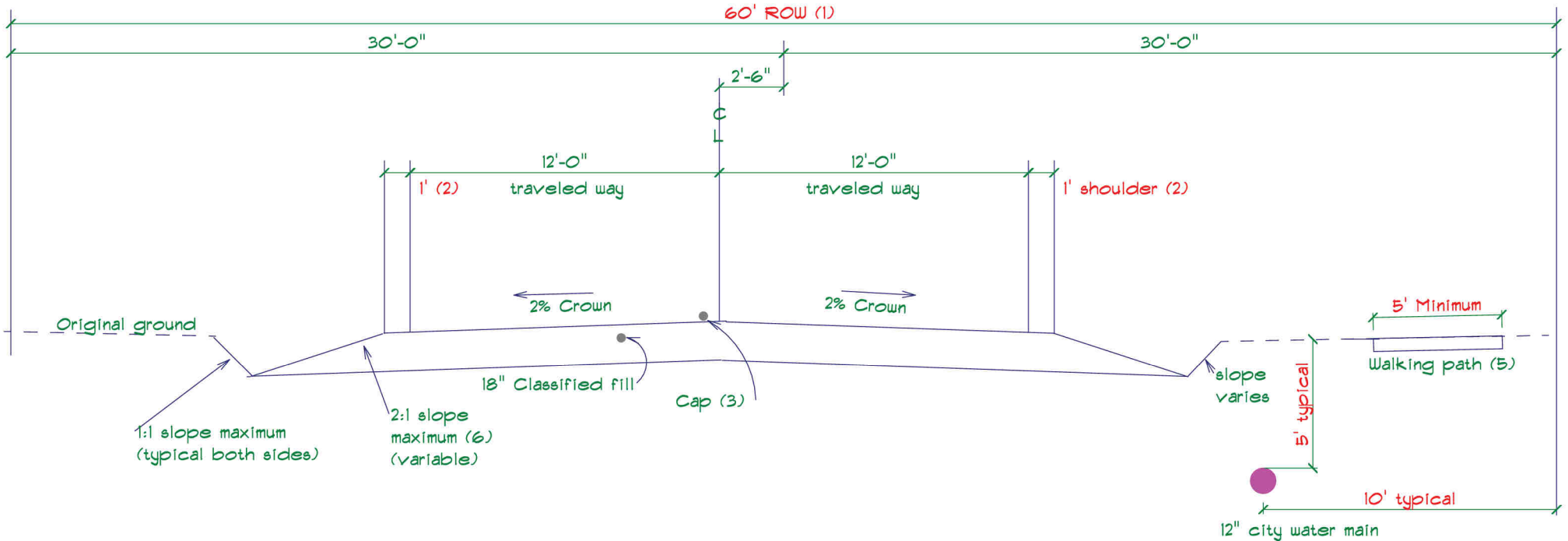


Drawing notes:

- (1) Variance: 60' ROW to 50' ROW,
 - (2) Travel way 11' according to CONP standards,
 - (3) Variance: 1' pit run shoulder,
 - (4) Variance from FNSB Title 17: no E-1 cap,
 - (5) Variance: 2:1 to 3:1 slope (variable)
- Cul-de-sac description in Developers Agreement Appendix 'B'

BROOKSIDE PARK: PSALMS BLVD.

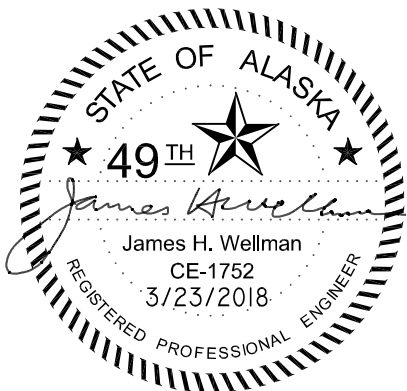
Street design at dedication.



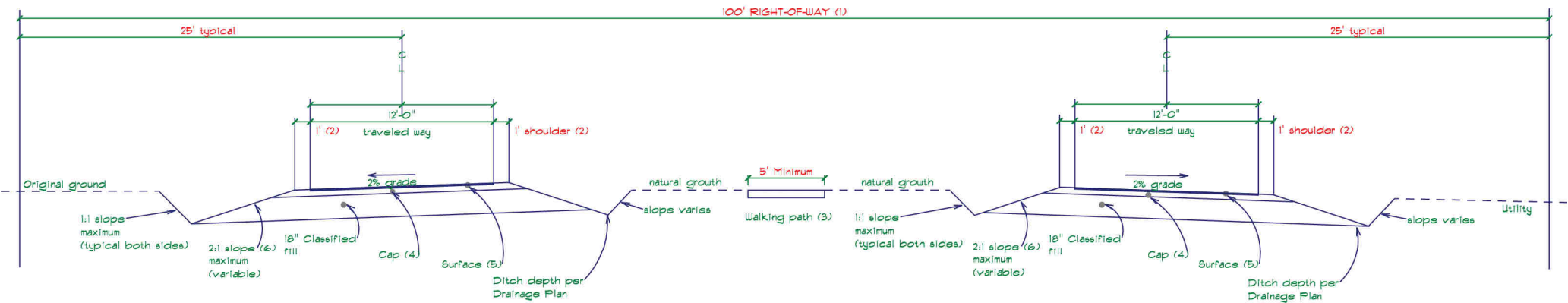
TYPICAL ROAD SECTION NO SCALE

Drawing notes:

- (1) Variance: 80' ROW to 60' ROW,
- (2) Variance: 1' pit run shoulder.
- (3) Variance from FNSB Title 17: no E-1 cap,
- (4) Variance: 2:1 to 3:1 slope (variable)
- (5) Walking path to be installed when street surfaced



BROOKSIDE PARK: BLANKET BLVD. at City of North Pole Standards



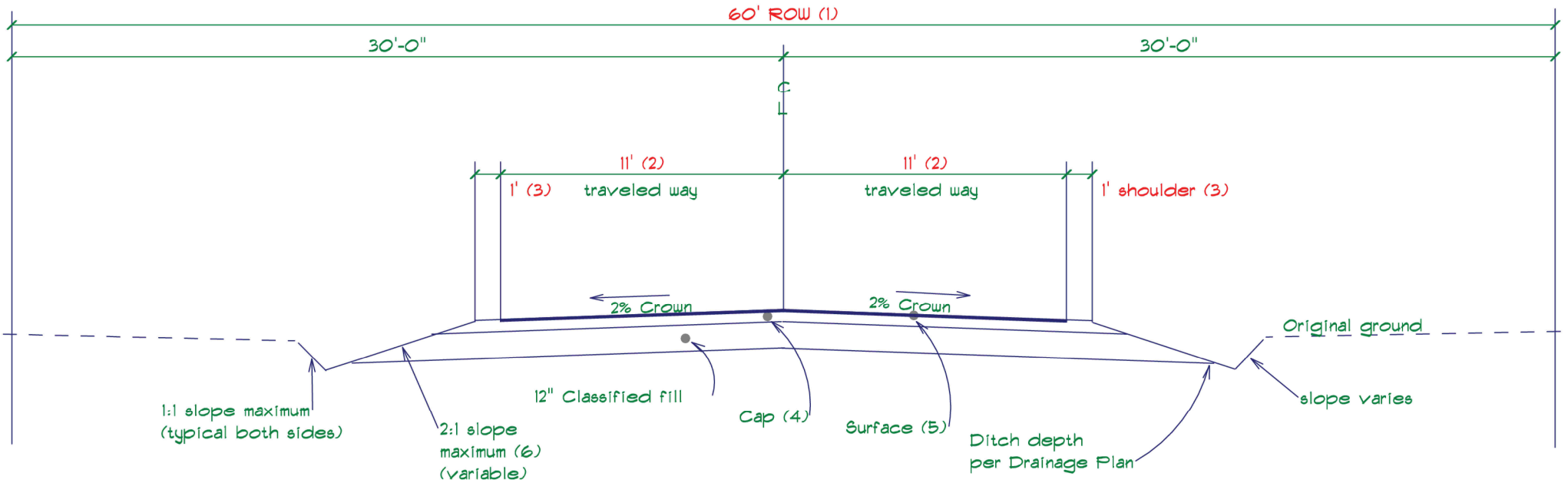
TYPICAL ROAD SECTION
 NO SCALE

- Drawing notes:
- (1) Variance: 60' ROW to 100' ROW.
 - (2) Variance: 4' shoulder to 1' with crushed rock and separated 5' minimum walking path.
 - (3) Minimum 5' walking path, E-1
 - (4) 4" minimum crushed rock.
 - (5) 1.5" minimum asphalt pavement.
 - (6) Variance: 2:1 to 3:1 slope (variable)

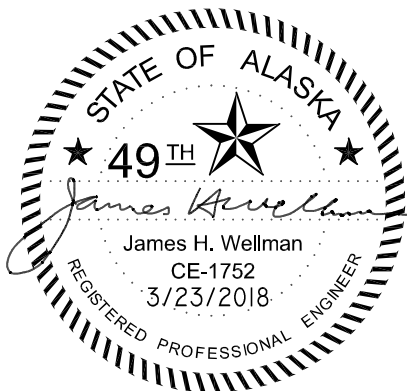


BROOKSIDE PARK: CLEAR WATER COURT

at City of North Pole standards



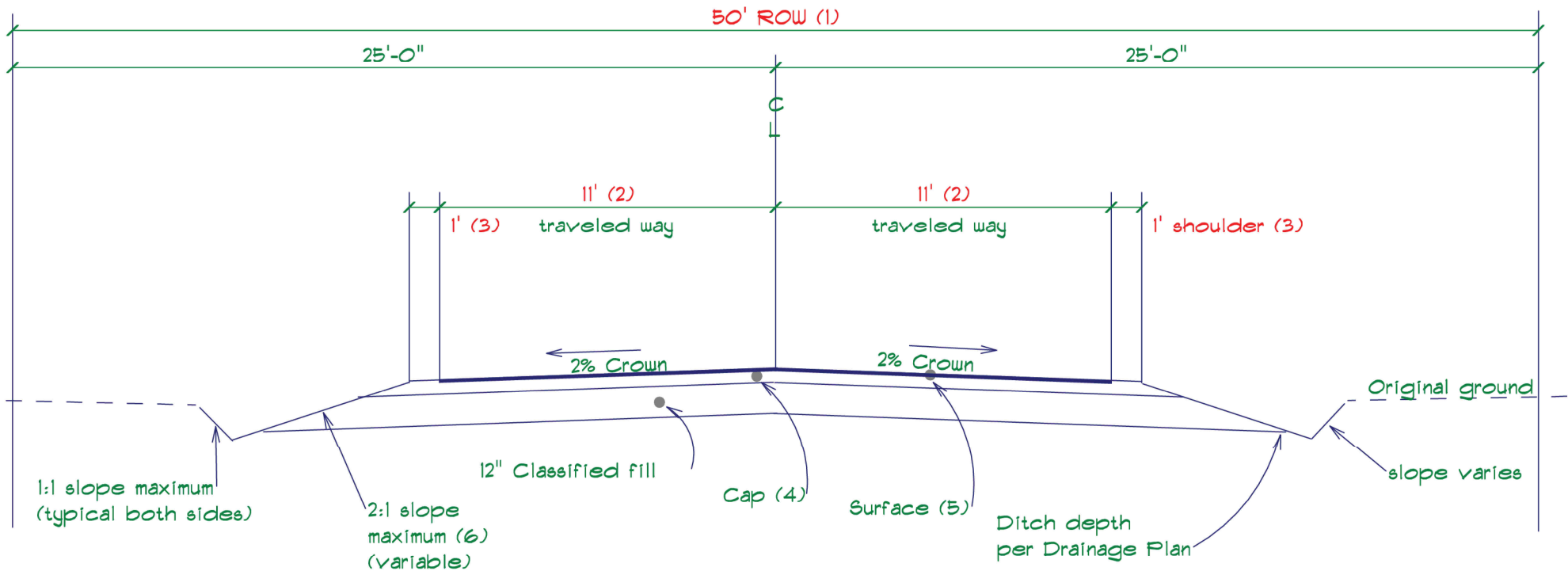
TYPICAL ROAD SECTION
NO SCALE



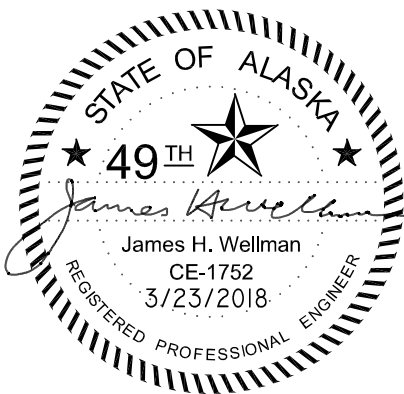
Drawing notes:

- (1) Variance: 60' ROW to 50' ROW
 - (2) Travel way 11' according to CONP standards
 - (3) Variance: 1' crushed rock shoulder each side
 - (4) Cap: 4" minimum crushed rock
 - (5) Surface: 1.5" asphalt
 - (6) Variance: 2:1 to 3:1 slope (variable)
- Cul-de-sac description in Developers Agreement Appendix 'B'

BROOKSIDE PARK: GLORY and SELAH COURTS at City of North Pole standards



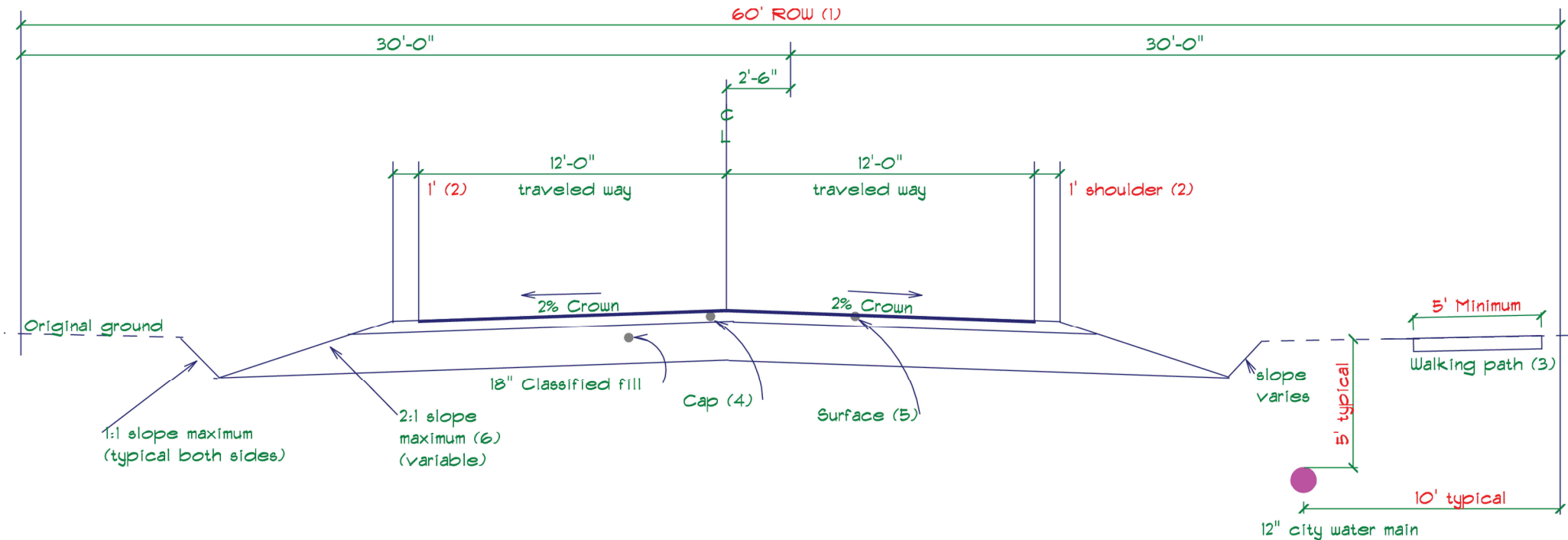
TYPICAL ROAD SECTION
NO SCALE



Drawing notes:

- (1) Variance: 60' ROW to 50' ROW
- (2) Travel way 11' according to CONP standards
- (3) Variance: 1' crushed rock shoulder each side
- (4) Cap: 4" minimum crushed rock
- (5) Surface: 1.5" asphalt
- (6) Variance: 2:1 to 3:1 slope (variable)
- Cul-de-sac description in Developers Agreement Appendix 'B'

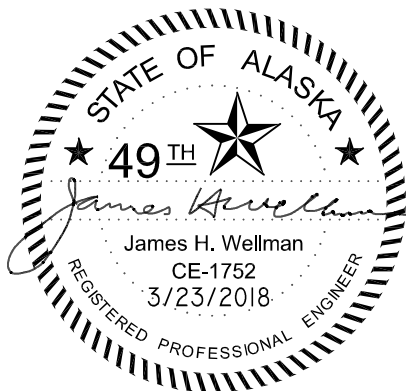
BROOKSIDE PARK: PSALMS BLVD. at City of North Pole standards



TYPICAL ROAD SECTION NO SCALE

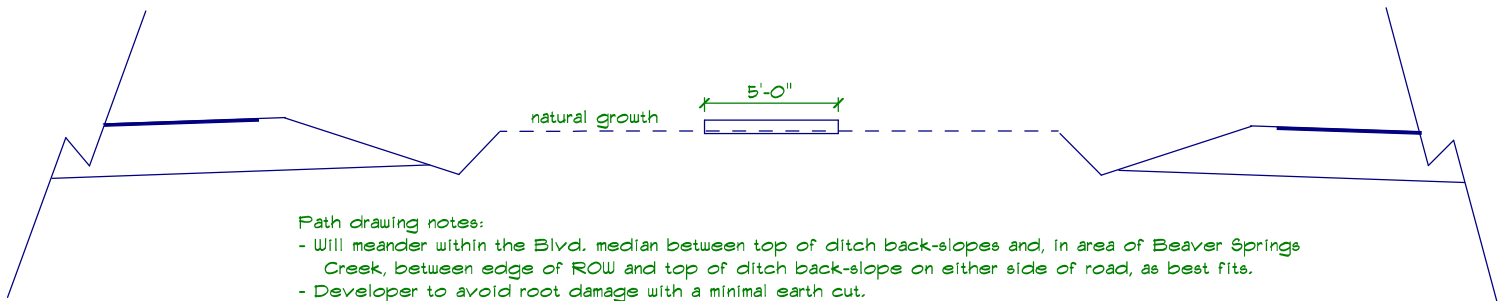
Drawing notes:

- (1) Variance: 80' ROW to 60' ROW
- (2) Variance: 1' with crushed rock and separated 5' minimum walking path.
- (3) Minimum 5' walking path with E-1.
- (4) 4" minimum crushed rock
- (5) 1.5" minimum asphalt surface
- (6) Variance: 2:1 to 3:1 slope (variable)



TYPICAL WALKING PATH SECTION NO SCALE

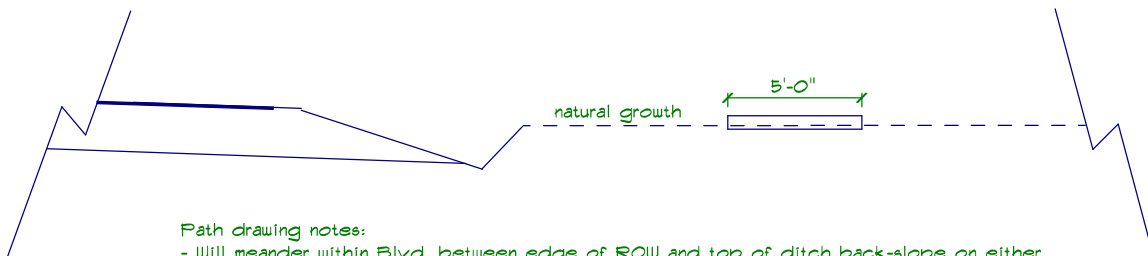
BROOKSIDE PARK: BLANKET BLVD.



Path drawing notes:

- Will meander within the Blvd. median between top of ditch back-slopes and, in area of Beaver Springs Creek, between edge of ROW and top of ditch back-slope on either side of road, as best fits.
- Developer to avoid root damage with a minimal earth cut.
- Developer to retain as much natural aesthetics and as many natural growing trees as possible.
- Will be at minimum 4" above median ground level.
- Will have at minimum 5" compacted E-l.
- Will be flush with intersecting roads with appropriate vehicular signage.

BROOKSIDE PARK: PSALMS BLVD.



Path drawing notes:

- Will meander within Blvd. between edge of ROW and top of ditch back-slope on either side of road, as best fits.
- Developer to avoid root damage with a minimal earth cut.
- Developer to retain as much natural aesthetics and as many natural growing trees as possible.
- Will be at minimum 4" above median ground level.
- Will have at minimum 5" compacted E-l.
- Will be flush with intersecting roads with appropriate vehicular signage.



PRELIMINARY PLAT
BROOKSIDE PARK

A SUBDIVISION OF
TRACTS B & C OF NORTH STAR II SUBDIVISION (PLAT #2010-81)
AND TRACT A-1 OF NORTH STAR II BUZZY (PLAT #2013-26)

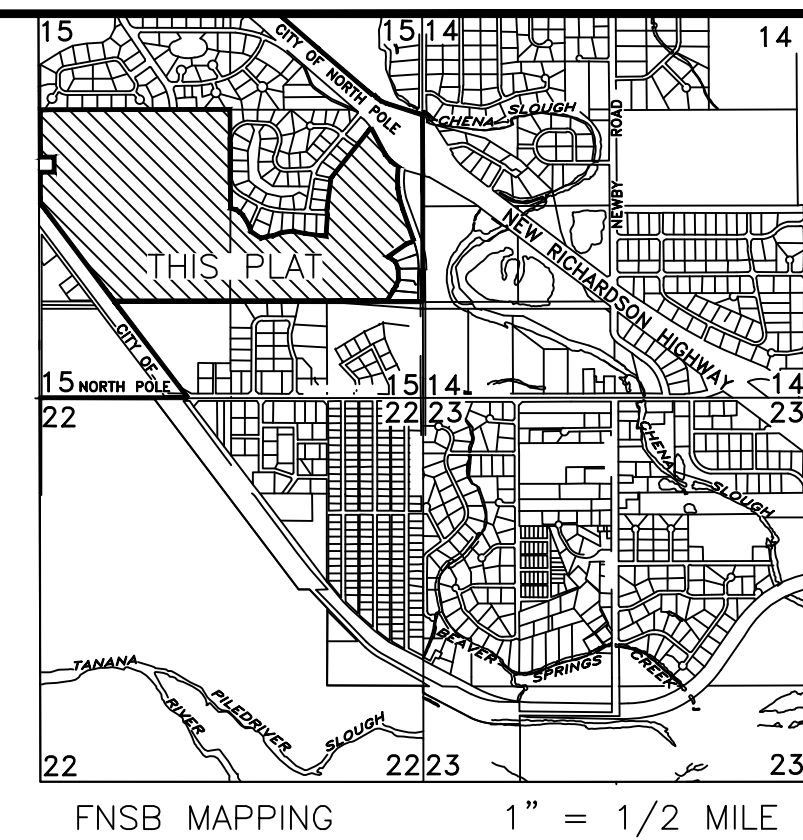
LOCATION: WITHIN SEC 15, T.2S, R.2E, F.M. AK.
OWNER: AINLEY INTERNATIONAL MEMORIAL FUND LLC
P.O. BOX 56881
NORTH POLE, AK 99705

SURVEYOR: 3-TIER ALASKA
(907) 326 DRIVEWAY STREET STE 102
451-7411 FAIRBANKS, ALASKA 99701

FAIRBANKS RECORDING DISTRICT

F.N.S.B. #: NA DESIGNED: JK CHECKED:
SCALE: 1" = 150' DRAWN: PH DATE: 4-9-2018
SHEET 1 OF 2 BROOKSIDE PARK_P.dwg

PHASING
SEE ATTACHED PHASING PLAN



VICINITY MAP

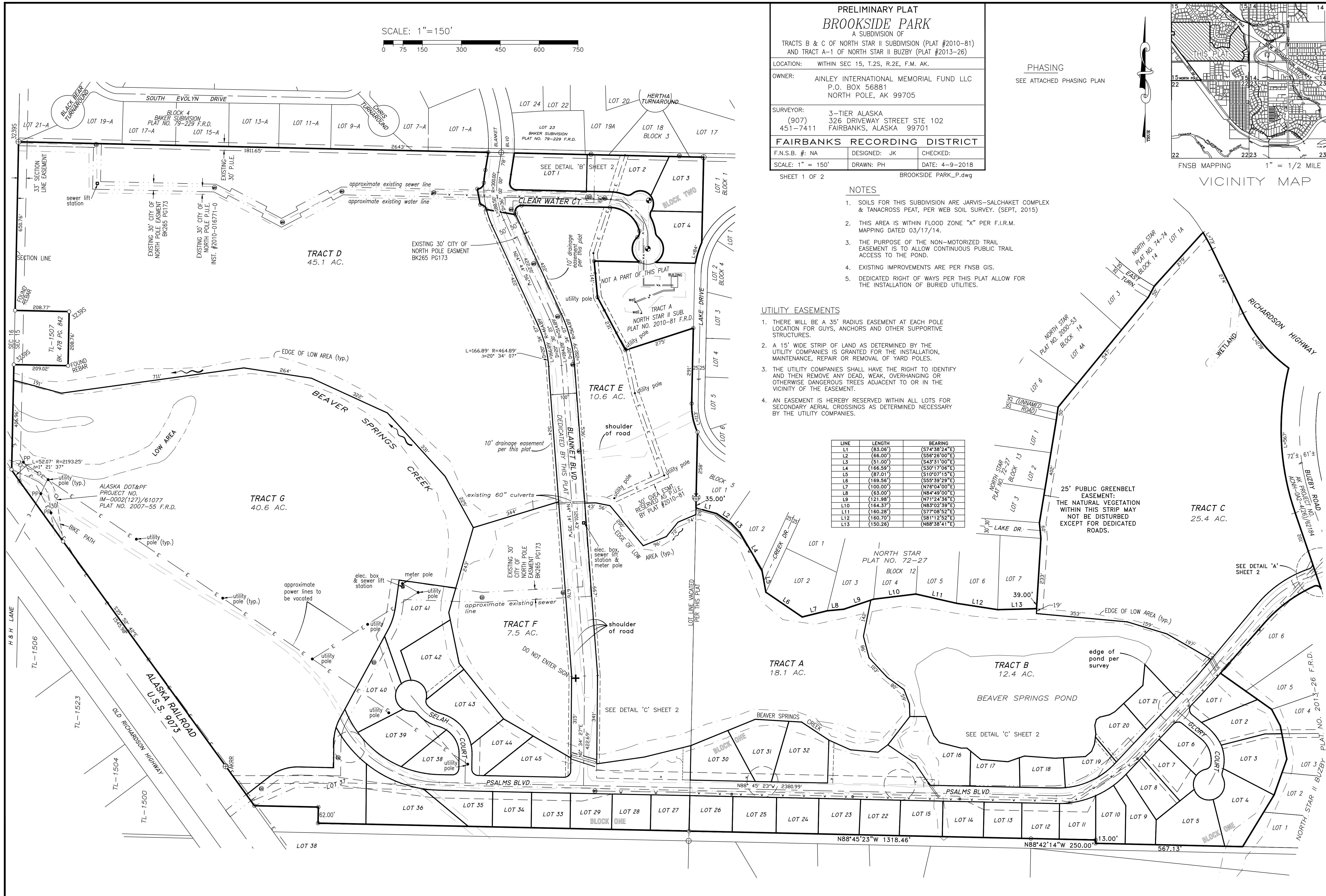
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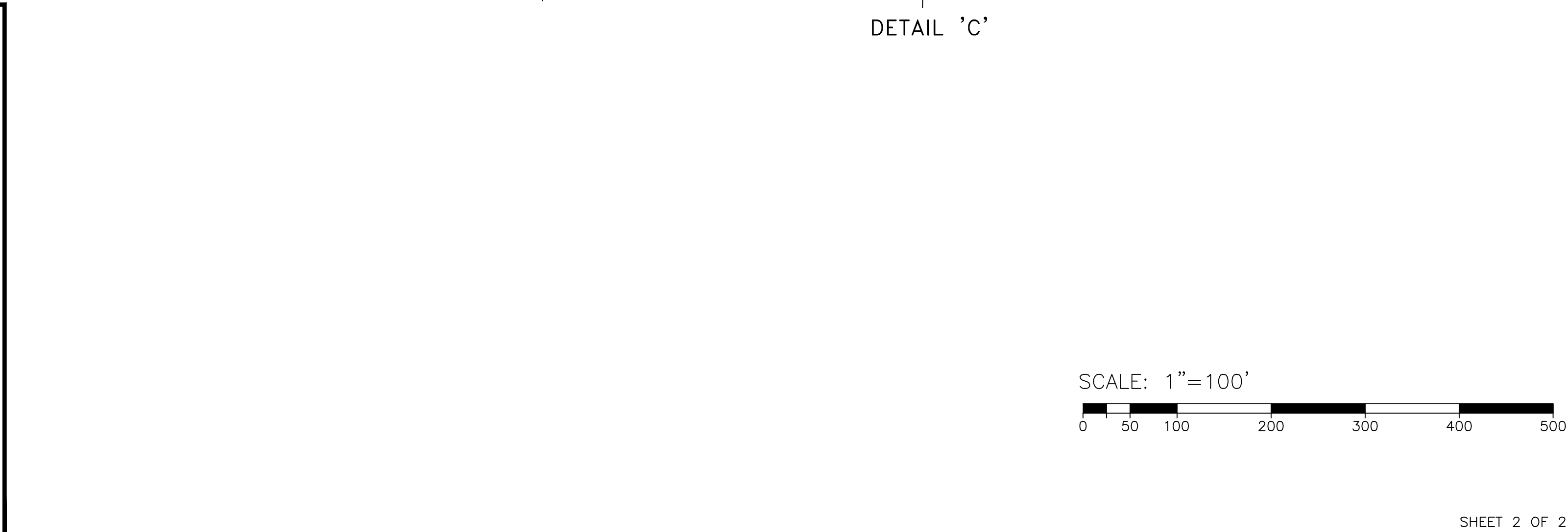
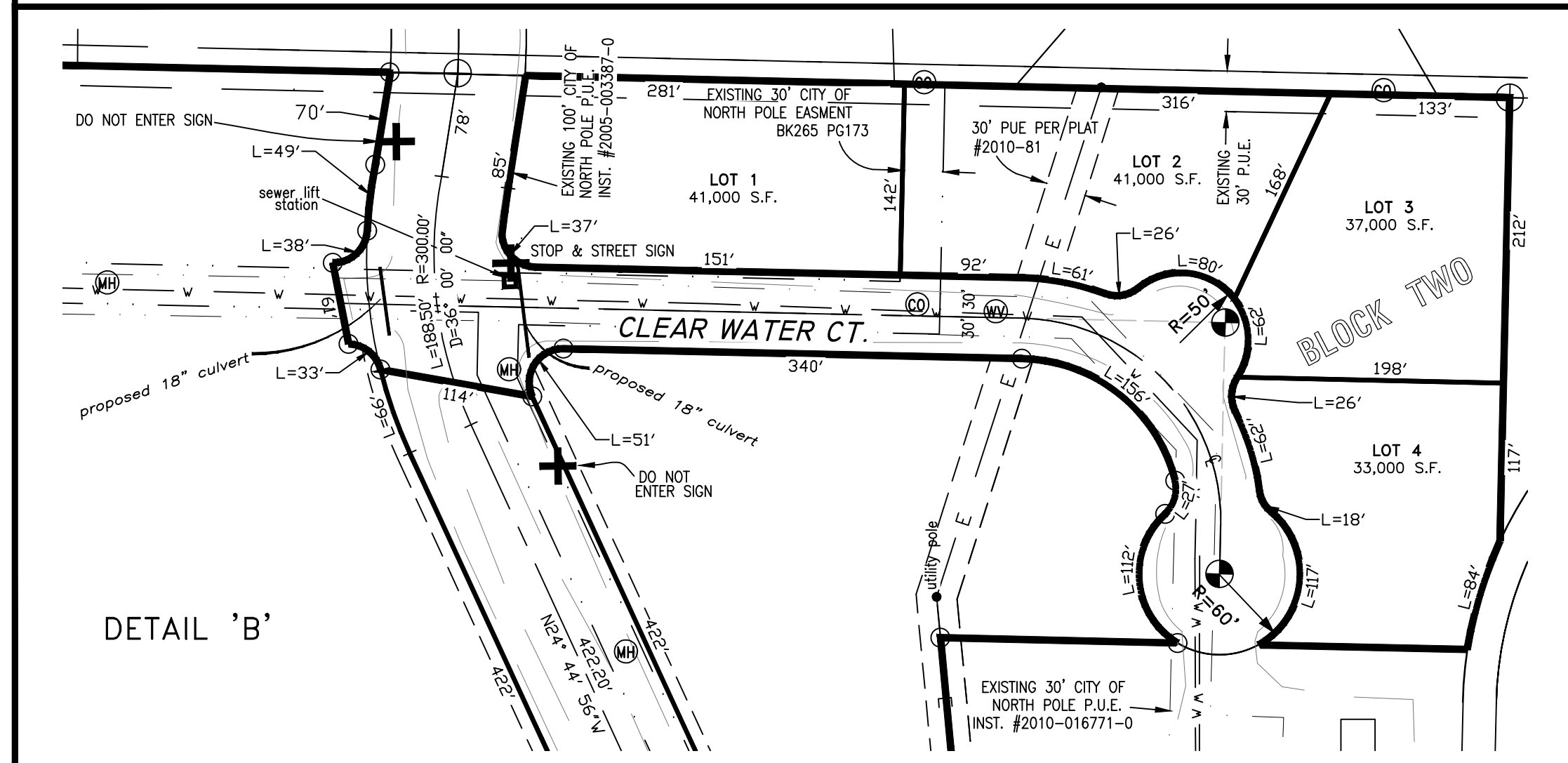
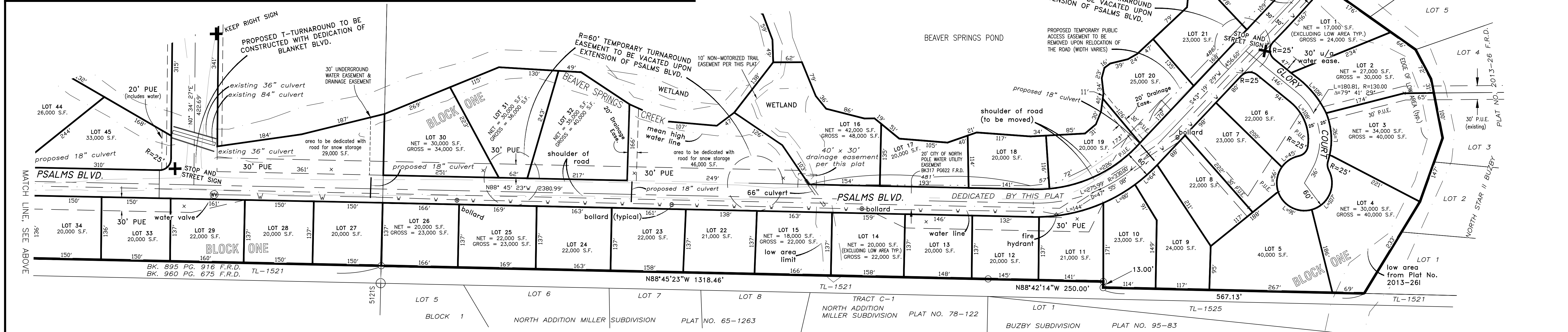
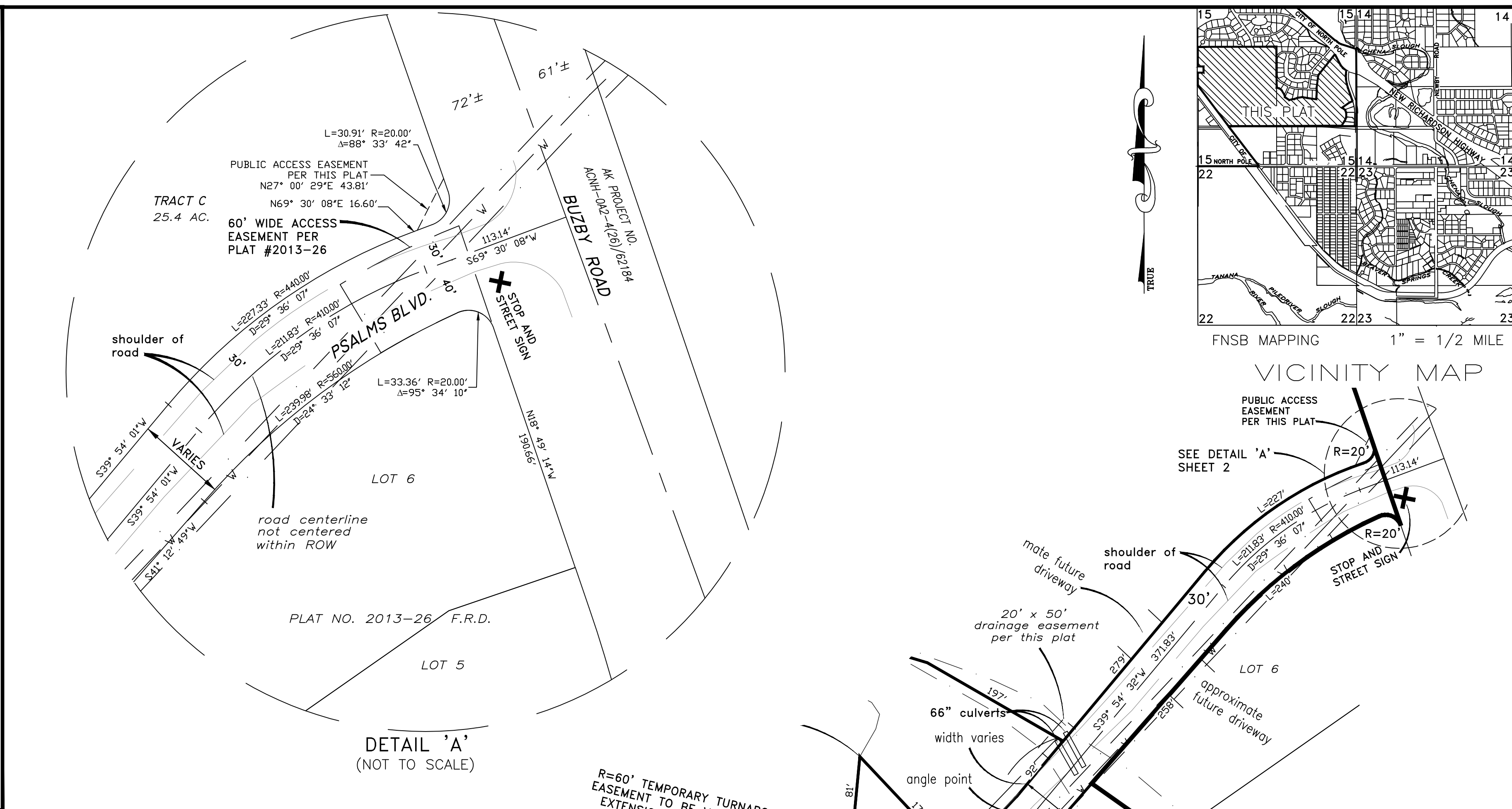
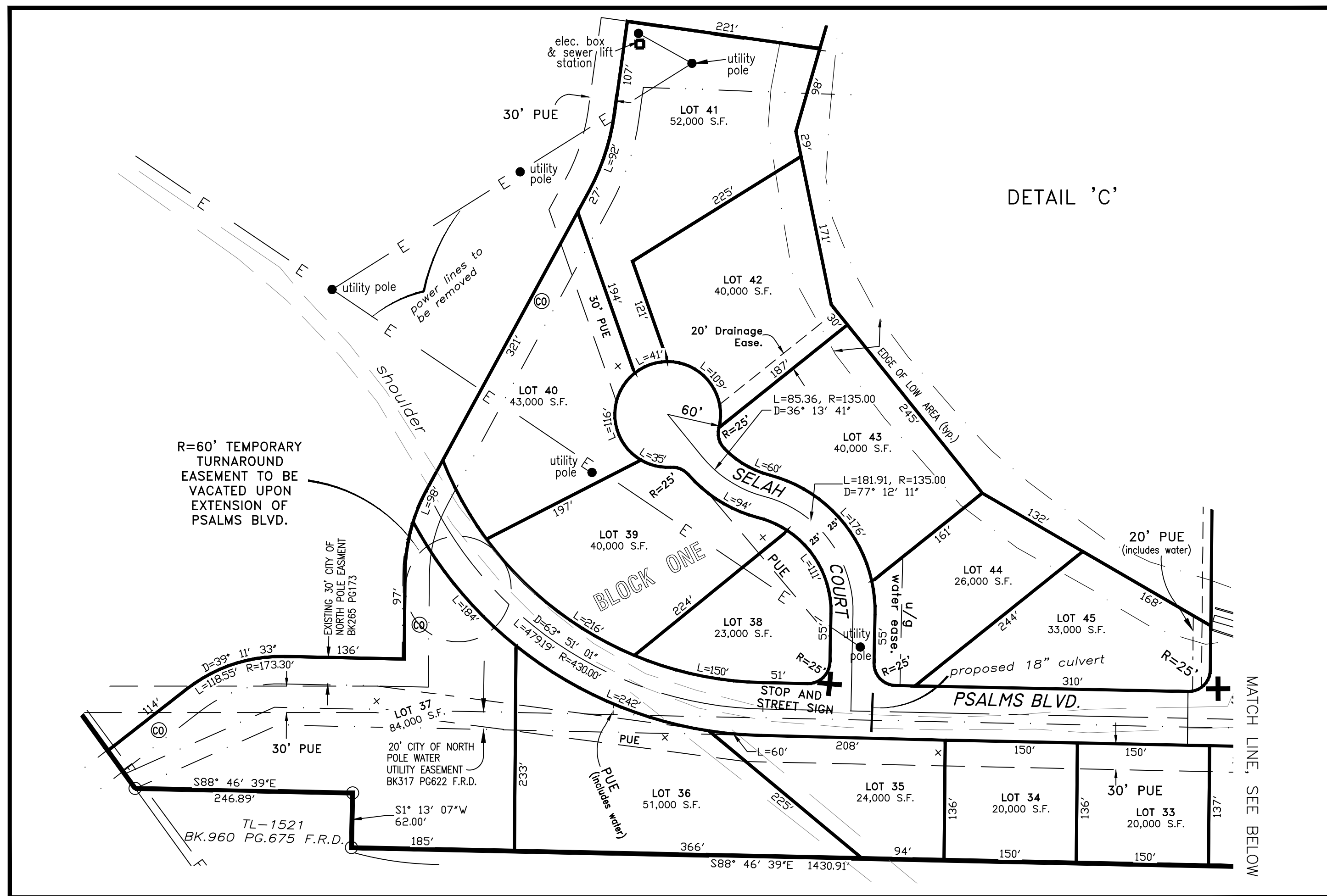
- SOILS FOR THIS SUBDIVISION ARE JARVIS-SALCHAKET COMPLEX & TANACROSS PEAT, PER WEB SOIL SURVEY. (SEPT, 2015)
- THIS AREA IS WITHIN FLOOD ZONE "X" PER F.I.R.M. MAPPING DATED 03/17/14.
- THE PURPOSE OF THE NON-MOTORIZED TRAIL EASEMENT IS TO ALLOW CONTINUOUS PUBLIC TRAIL ACCESS TO THE POND.
- EXISTING IMPROVEMENTS ARE PER FNSB GIS.
- DEDICATED RIGHT OF WAYS PER THIS PLAT ALLOW FOR THE INSTALLATION OF BURIED UTILITIES.

UTILITY EASEMENTS

- THERE WILL BE A 35' RADIUS EASEMENT AT EACH POLE LOCATION FOR GUYS, ANCHORS AND OTHER SUPPORTIVE STRUCTURES.
- A 15' WIDE STRIP OF LAND AS DETERMINED BY THE UTILITY COMPANIES IS GRANTED FOR THE INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF YARD POLES.
- THE UTILITY COMPANIES SHALL HAVE THE RIGHT TO IDENTIFY AND THEN REMOVE ANY DEAD, WEAK, OVERHANGING OR OTHERWISE DANGEROUS TREES ADJACENT TO OR IN THE VICINITY OF THE EASEMENT.
- AN EASEMENT IS HEREBY RESERVED WITHIN ALL LOTS FOR SECONDARY AERIAL CROSSINGS AS DETERMINED NECESSARY BY THE UTILITY COMPANIES.

LINE	LENGTH	BEARING
L1	(83.08')	(S74°38'24"E)
L2	(66.00')	(S56°26'00"E)
L3	(51.00')	(S43°31'00"E)
L4	(166.59')	(S30°17'06"E)
L5	(87.01')	(S10°07'15"E)
L6	(169.56')	(S55°39'29"E)
L7	(100.00')	(N76°04'00"E)
L8	(63.00')	(N64°49'00"E)
L9	(121.98')	(N71°24'36"E)
L10	(164.37')	(N83°02'39"E)
L11	(160.28')	(S77°08'52"E)
L12	(160.70')	(S81°12'52"E)
L13	(150.26')	(N88°38'41"E)





VICINITY MAP

1" = 1/2 MILE

PRELIMINARY PLAT
BROOKSIDE PARK

A SUBDIVISION OF
TRACTS B & C OF NORTH STAR II SUBDIVISION (PLAT #2010-81)
AND TRACT A-1 OF NORTH STAR II BUZZY (PLAT #2013-26)

LOCATION: WITHIN SEC 15, T.2S, R.2E, F.M. AK.

OWNER: AINLEY INTERNATIONAL MEMORIAL FUND LLC
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SURVEYOR: 3-TIER ALASKA
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451-7411 FAIRBANKS, ALASKA 99701

FAIRBANKS RECORDING DISTRICT

F.N.S.B. #: NA DESIGNED: JK CHECKED:
SCALE: 1" = 100' DRAWN: PH DATE: 4-9-2018

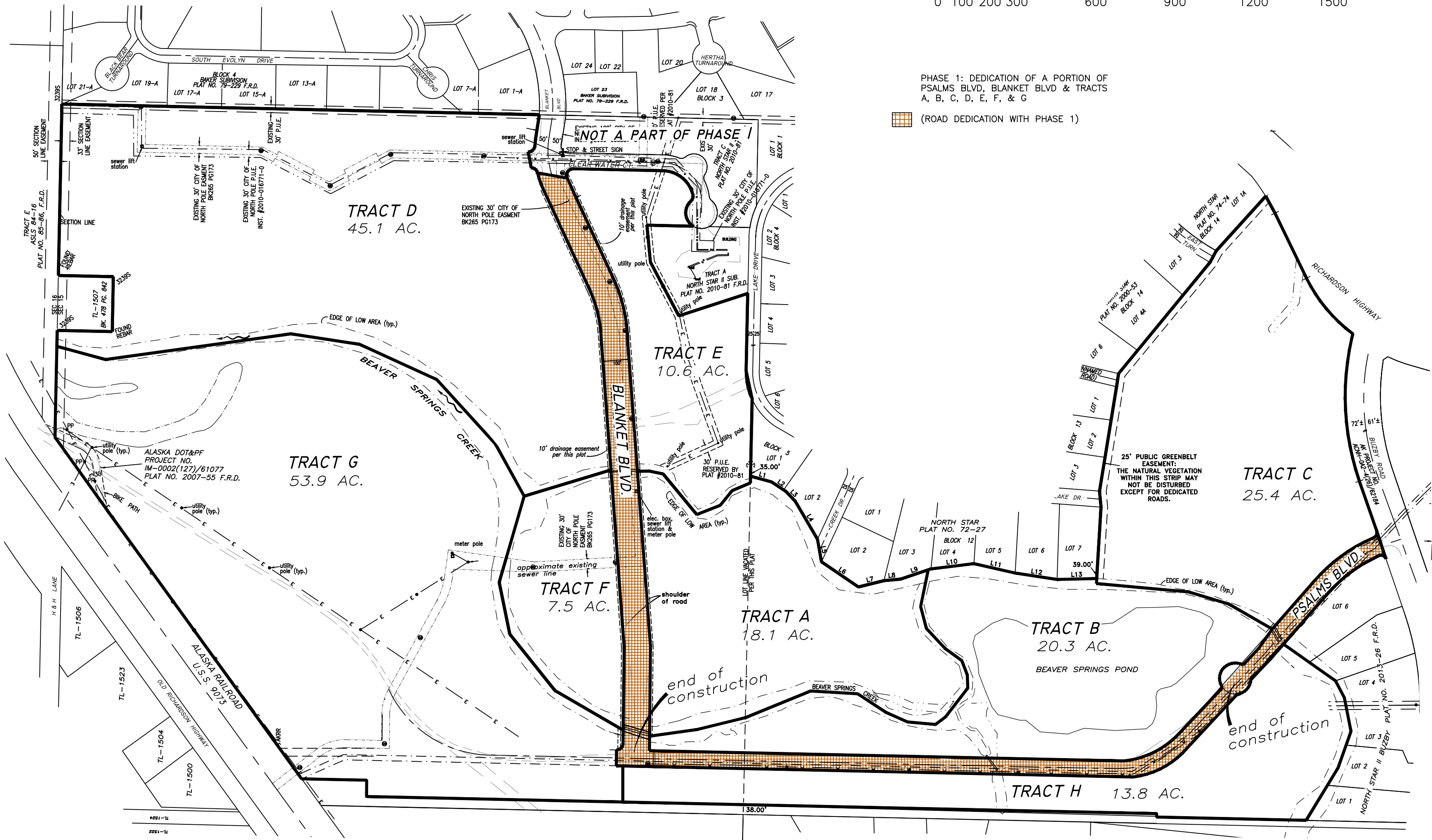
SCALE: 1"=100'

0 50 100 200 300 400 500

SHEET 2 OF 2

BROOKSIDE PARK_P.dwg

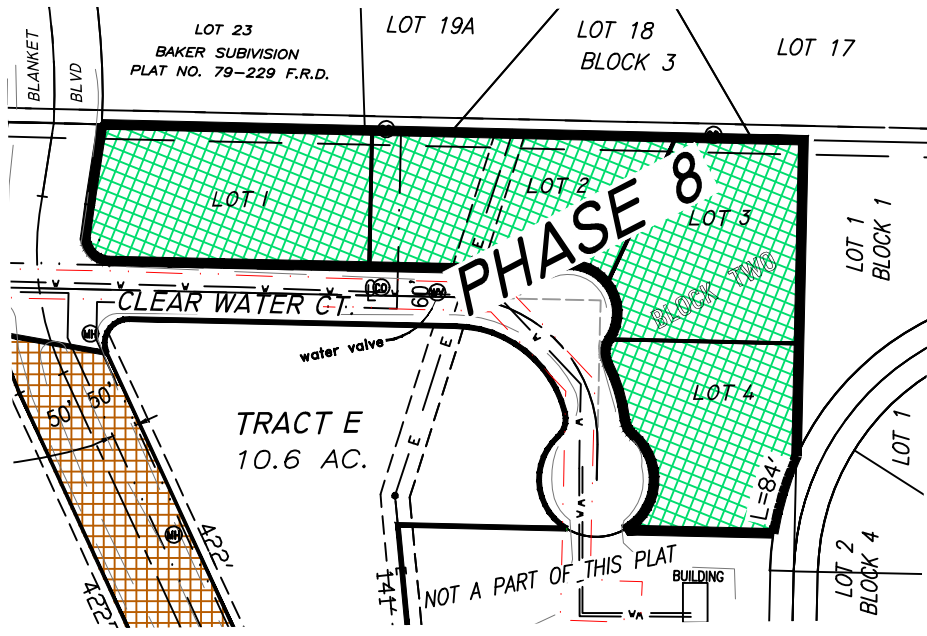
PHASE I TRACT LAYOUT



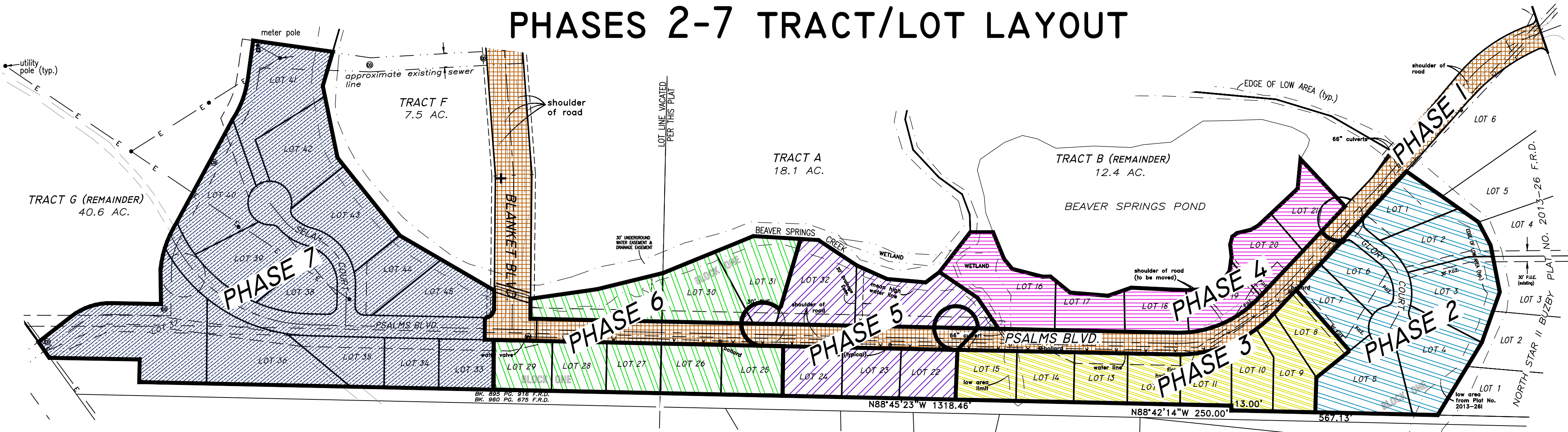
PHASE 8 LOT LAYOUT

PHASE 8: LOTS 1-4, BLOCK 2

SCALE: 1"=200'



PHASES 2-7 TRACT/LOT LAYOUT



PHASING:

- PHASE 1: DEDICATION OF A PORTION OF PSALMS BLVD, BLANKET BLVD & TRACTS A, B, C, D, E, F, & G
- (ROAD DEDICATION WITH PHASE 1)
- PHASE 2: LOTS 1-7, BLOCK 1 & DEDICATION OF GLORY COURT
- PHASE 3: LOTS 8-15, BLOCK 1
- PHASE 4: LOTS 16-21, BLOCK 1
- PHASE 5: LOTS 22-24, & 32, BLOCK 1
- PHASE 6: LOTS 25-31, BLOCK 1
- PHASE 7: LOTS 33-45, BLOCK 1 & DEDICATION OF SELAH COURT
- PHASE 8: LOTS 1-4, BLOCK 2

DRAFTING DATE: 1/30/18
REVISION 1 DATE: 2/15/18
REVISION 2 DATE: 3/26/18
REVISION 3 DATE: 4/5/18

PHASING DIAGRAM FOR PRELIMINARY PLAT

BROOKSIDE PARK

A SUBDIVISION OF
TRACTS B & C OF NORTH STAR II SUBDIVISION (PLAT #2010-81)
AND TRACT A-1 OF NORTH STAR II BUZBY (PLAT #2013-26)

LOCATION: WITHIN SEC 15, T.2S, R.2E, F.M. AK.

OWNER: AINLEY INTERNATIONAL MEMORIAL FUND LLC
P.O. BOX 56881
NORTH POLE, AK 99705

SURVEYOR: 3-TIER ALASKA
(907) 326 DRIVEWAY STREET STE 102
451-7411 FAIRBANKS, ALASKA 99701

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