

CITY OF NORTH POLE

Regular Meeting May 7, 2018 North Pole Council Chambers 125 Snowman Lane, North Pole, Alaska

www.northpolealaska.com

Monday, May 7, 2018 Spring 2018 Eielson Regional Growth Plan Community Presentation: 5:30 p.m. Committee of the Whole: 6:30 p.m. Regular City Council Meeting – 7:00 p.m.

MAYOR

Description: CITY CLERK

Lada Biolatan

Bryce Ward

888-4444

Judy Binkley
488-8583

COUNCIL MEMBERS

388-5351
750-5106
488-5834
388-3836
322-3133
488-9075

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

9. Ongoing Projects Report

a. Spring 2018 Eielson Regional Growth Plan Community Presentation

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

11. Old Business

a. Ordinance 18-09, An Ordinance of the North Pole City Council Amending Chapter 02 Public Hazards to Title 8 Health and Safety.

12. New Business

- **a.** Ordinance 18-10, An Ordinance of the City of North Pole, Alaska to Apply for the State of Alaska's Military Facility Zone for the Entire North Pole City Limits.
- **b.** Ordinance 18-11, An Ordinance of the City of North Pole, Alaska to Amend the 2018 Operating Budget to Purchase New SCBA Equipment.
- **c.** Resolution 18-03, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts.
- **d.** Approval Request for the War Eagle Court Developer Agreement.

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.



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

A regular meeting of the North Pole City Council was held on Monday, April 16, 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 16, 2018 to order at 7:00 p.m.

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

Absent/Excused
Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mr. Isaacson

APPROVAL OF AGENDA

Mr. Skipps moved to approve the agenda of April 16, 2018

Seconded by Ms. Hedding

DISCUSSION

None

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

Old Business:

None

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.

Seconded by Ms. Welch

Discussion

None

On the amendment

PASSED

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

No: 0

Absent: 1 - Thompson

On the Agenda as amended

Discussion

None

PASSED

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

No: 0

Absent: 1 - Thompson

APPROVAL OF MINUTES

Mr. Skipps moved to approve the Minutes of April 02, 2018

Seconded by Mr. Claus

Discussion

None

PASSED

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

No: 0

Absent: 1 - Thompson

COMMUNICATIONS FROM THE MAYOR (Audio 3:27)

- April NPHS Student of the Month Madison Earle
- The FNSB had a multi-jurisdictional meeting on April 3rd at the FNSB Assembly Chambers. Thank you to Councilmen Isaacson and Thompson for attending. The BACM control measures have the potential to cost the community over 50 million to implement to the stationary sources. It may behoove the City to take a position on the implementation measures.
- 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 IGU is meeting tomorrow to discuss the transition plan for the merger of FNG and IGU. The board meeting starts at 4pm in the Key Bank Building in the 5th floor IGU office.
- I did a walk through with the engineer on the water system project and was impressed at the scope and size of the project. It always has a different feel from viewing it on the map to actually being in the field. Thanks to the construction crews for the hard work.
- The USO at Ft. Wainwright had its grand opening on the 12th of April. The facility is highly used and the USO is doing great work supporting our military and their families. If you are interested in volunteering, they have operations at Eielson AFB and Ft. Wainwright.
- I was able to attend the Civilian Advisory Board (CAB) at Eielson AFB last week. The F-35 projects are well underway and the General assured the CAB that the Air Force is not asking for on-base housing and that they are depending on the community to meet that need. They also spoke about the need for additional retail and restaurants to serve the existing and incoming population.
- April 28th is the Mayors' Charity Ball in support of the United Way. If you are interested in attending, please let me know or contact the United Way to purchase tickets for a table.
- May 2nd I will be hosting the first "North Pole Forum" from 6-8pm here at City Hall in the Chambers with Caleb Freeman, the young man who has been job shadowing me for the past few months. The forum has been developed by Caleb and has rules similar to the Roman and Greek forums. We will be talking about private property rights and I encourage all of you to attend and bring a friend.
- May 1st at 11am is the Memorial Park ceremony on Doughchee Ave. Council is requested to be in attendance, if you are able to make it.
- May 11th at the Memorial Park, we will be remembering National Police Week. The ceremony starts at 1pm and it would be great to have Council in attendance.
- May 3rd is the National Day of Prayer. The City will do a proclamation and there are several events happening around town if you are interested in attending.
- May 4th is the Military Appreciation Banquet put on by the Fairbanks Chamber of Commerce. I will be in attendance with Rachel representing the City. If you are

interested in attending, tickets are available through the Fairbanks Chamber website.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Dept., Chief Coon (Audio 17:55)

- All members that took the Fire Officer I class passed and are awaiting certificates. This is quite an achievement to have nearly all of our officers certified at this level. It will help us on our next ISO inspection.
- I attended the Spring Preparedness Conference in Anchorage last week. This is paid for from grant funds and is required for continued grant funding.
- I will be attending the National Fire Academy in May for a management class. Only two percent of all firefighters in the United States are able to attend a course at the Academy.
- Our Open House will be on May 19th from 10-4. Captain Haywood is working hard to make it a great event. I have included a flyer and I encourage the Council to join our Facebook page for updates.
- Michelle is still working with Laserfiche to electronically store some of our fire, EMS, and training records. This is a slow process and I will be sure to keep the Council up to date on this project.
- Airpack Grant Update:
 - O The North Pole Fire Department was able to secure \$197,883.32 through a regional grant to replace 36 airpacks and 72 air bottles. The City has a 10% match obligation which is \$19,783.44. The FD will require an additional \$19,232.57 for tools, parts, and accessories for a total of \$39,016.01. Once all of the new airpacks are online, we will be able to trade our existing airpacks for an estimated total of \$10,000. This puts us just below the \$30,000 mark that I have been briefing the Council on for months. This will come before Council at the next meeting.
 - o Grant Match + Accessories Trade In = Total
 - o \$19,783.44 + \$19,232.57 \$10,000 = \$29,016.01
- Fleet Maintenance Report:
 - O.C. Heineken, Captain Hamlin, and Engineer Rossow are working on a problem with Engine 21's pump transmission. There is a problem with the pump shifting in and out of pump gear. This rendered the engine out of service until repaired. The cost of the rebuild will be approximately \$5,000. It will be completed inhouse and will take about a month. The cost of this repair is outside of our normal maintenance budget and will require a fiscal note in order to keep up with maintenance in 2018.
 - o Medic 22 is down for repairs and maintenance. Medic 22 is our second out

ambulance. It is a 2006 and has 110,000 miles. Medic 22 went in for an alignment and it was found that it needed an extensive amount of steering parts. The repairs are expected to be \$2,000.

Police Dept., Chief Dutra (Audio 10:00)

- Terri Nelson has put in her resignation and is going to transfer to City Hall. We have already placed an ad to replace this open position.
- I have ALiCE presentations coming up on Thursday to PTA from West Valley.
- I have a second ALiCE presentation for the Noel Wien Library in May.
- 4-8-18 SDEU to include NP Officer was involved in the large meth ring and drug bust in Anchorage.
- APOA Crime Conference is May 7-11. We have 4 slots set aside.
- Police Memorial is May 11th at the Memorial Park.
- Fallen Heroes Memoria is May 1st at 11:00 am.
- We are rewriting job descriptions to help meet the changing job duties at the PD.
- Drug take-back is April 28th from 10-2.
- The Admin Assistant's desk is set to arrive this week.
- Defensive Tactics are occurring at the PD this week and next. We have modified hours to avoid OT.
- 3 plaques have arrived to be mounted on the Memorial Park wall by Public Works and we appreciate their help.
- 2 granite laser monuments of Trooper Rich and Trooper Johnson will hopefully arrive in time for the May 11th ceremony.
- Mr. Isaacson asked if Chief Dutra could take into account the Alaska National Lab Day at UAF when scheduling the ALiCE training for Council so the two don't conflict with each other. Chief Dutra replied that he would.

Finance, Tricia Fogarty (Audio 25:55)

- Last week we hired a new Accounts Payable Clerk. Terri Nelson will be coming over from the Police Department and I'm looking forward to working with her.
- Last week we sent the requested files to the auditors. They are scheduled to come out to the City on May 4th. They will also set some time aside to talk with Council. I encourage you to make the time to talk with them.
- I'm working with Judy to train her how to do payroll.
- We ordered a new computer for Sally because she has been having a lot of issues with her computer kicking her out of programs and crashing. We had budgeted for a computer replacement.
- We have online sales tax and payment option up and running. A letter will be going out to our customers this week to let them know.
- The Fire Department is the next department to come online for the online Timekeeping. It's working well we had a couple issues last time but were able to work them out.

- We spoke with the JAG Grant folks and they did give us an extension.
- I reached out to the AML investment pool and we think it may be a way to invest the fleet funds.
- I am working on the bank rec for March and will send those out once that's been completed.
- **Mr. Claus** asked if the delinquent properties that have been on the delinquent report for quite some time are being addressed. Ms. Fogarty replied that they are and we are going through the foreclosure process with some of them.

Director of City Services, Bill Butler

None

Borough Representative

None

City Clerk's Office, Judy Binkley (Audio 32:02)

- I wanted to give you advance notice that prior to both Council meetings in May, there will be a presentation or work session:
 - o May 7th: Spring 2018 Eielson Regional Growth Plan Community Presentation
 - May 21st: Source Water Protection Plan for North Pole Utility Drinking Wells Water
- We have put together a Personnel Policy Team made up of 4 employees who will be reviewing the personnel section of code for inconsistencies and discussing any ideas for updates. The first meeting will be this Thursday.
- I am learning how to do payroll over the next few weeks so that I can make sure I know how to do it when Trish is on vacation next month.
- The archive grant that was set to expire on 6/30 this year has been completely used. I worked with Mr. Butler and Chief Coon to incorporate Laserfiche into their departments and was able to use the grant for that.
- Mr. Isaacson asked if we had received a letter from Ft. Wainwright and Eielson inviting us to renew our passes. Madam Clerk replied that we have not received the letter at this time but would look into it.

ONGOING PROJECTS

None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 32:02)

- **Alan Corrick**, 4075 Teal Ave.: Spoke about the conditional use permit for the gravel pit and the upcoming hearing. Because the City is a landowner within 1000 feet of the property, Mayor Ward is able to speak at the conditional use permit hearing.
 - o Mr. Isaacson asked if information could be forwarded to Council so they may be

- able to speak or write in about this. Mr. Corrick replied that information would be sent to the Clerk to be distributed.
- o **Ms. Welch** asked if only Mayor Ward could speak to this or if any citizen that lived within 1000 feet of the property could speak. Mr. Corrick replied that anyone who owns property within 1000 feet of the property could speak.
- **Andie Rice**, 3328 Virginia St.: Spoke about the National Day of Prayer. Thanked Council for what they do for the City and invited everyone to the National Day of Prayer on May 3rd at the NP Library.

OLD BUSINESS

None

Public Comment

None

NEW BUSINESS

<u>LIQUOR LICENSE RENEWAL FOR PETRO STAR INC. DBA SOURDOUGH FUEL.</u> (Audio 46:28)

Mayor Ward made the introduction.

Public Comment

None

Mr. Isaacson *moved to* not object to the liquor license renewal for Petro Star Inc. dba Sourdough Fuel.

Seconded by Ms. Welch

Discussion

Mr. Claus stated he would object because a while back, a majority of North Pole voters decided they would ban dispensaries here. They claimed that North Pole is a family-friendly community and wanted to keep it safe for children. They falsely claimed that cannabis is the gateway drug. The absolute fact is that alcohol is the gateway drug. Alcohol use and abuse kills people. North Pole residents I've spoken with, especially those who supported the dispensary ban, believe that North Pole should be either a damp or dry city regarding alcohol sales, options allowed by the State of Alaska. Therefore, as a Councilman, I am inclined to vote NO on any new license ore license renewal related to establishments that sell alcohol in North Pole. I anticipate that my stance may result in a loss of North Pole tax revenue, however, I'm sure it would reduce alcohol-related crimes, especially abuse throughout our City and lessen the burden on law enforcement, resulting in savings. Since the State of Alaska only requires that new and renewing licensees adhere to basic City requirements, my no vote may be moot today, however, North Pole does

retain the option of becoming a damp or dry city in the future.

PASSED

Yes: 5 – Skipps, Hedding, Isaacson, Welch, Ward

No: 1 - Claus

Absent: 1 – Thompson

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. (Audio 49:40)

Mayor Ward and Jerry Koerner introduced the request.

Public Comment

None

Mr. Isaacson *moved 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.

Seconded by Mr. Skipps

Discussion

Mr. Isaacson *moved to* amend 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 by removing the language "and maximum of two years between phases" after "(minimum road base standard)" on page 19, Appendix C of the agreement.

Seconded by Mr. Claus

On the amendment

PASSED

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

No: 0

Absent: 1 – Thompson

Discussion on the motion as amended (1:07:57)

Ms. Welch stated that she would vote to approve this and urged her fellow Council members to do the same.

Mayor Ward spoke to the letter of objection the City wrote regarding the conditional use permit for the gravel pit due to lack of clarity.

On the motion as amended

PASSED

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

No: 0

Absent: 1 - Thompson

COUNCIL COMMENTS (Audio 1:11:22)

Mr. Claus – Was able to attend the wetlands meeting and they have our best interest at heart.

Ms. Hedding – Enjoy the warm weather and be safe as there's still ice out there.

Mr. Skipps – None

Ms. Welch – Thank you to the folks doing the Day of Prayer. Keep your eyes open as I saw my first batch of motorcycles out there.

Mr. Isaacson – Jan Thacker, former NP resident is featured on the magazine cover of Venue so kudos to her. During the last Council meeting, Jeff Cook spoke to memorializing Buzz Otis so I request that if you have any language or any idioms, please share them with us so we can include them in a resolution.

Mayor Ward – Our first 4th of July meeting is coming up on Monday, April 23rd at 6pm here at City Hall. Also May 2nd is the first North Pole Forum and I really encourage you to come and support this.

Ms. Welch moved to adjourn the meeting at 8:20 p.m.

Seconded by Mr. Skipps

The regular meeting of Monday, April 16, 2018 adjourned at 8:21 p.m.

Regular City Council Meeting April 16, 2018 7:00 p.m.

Council on Monday, May 7, 2018.	y constituted quorum of the North Pole City	
	Bryce J. Ward, Mayor	
	Bryce J. ward, Mayor	
ATTEST:		
Judy Binkley, North Pole City Clerk		

Minutes

April 16, 2018

CITY OF NORTH POLE 1 **ORDINANCE 18-09** 2 AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING 3 CHAPTER 02 PUBLIC HAZARDS TO TITLE 8 HEALTH AND SAFETY 4 5 WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement; 6 and 7 **WHEREAS**, the City of North Pole should be amended to conform to the requirements of the 8 City and to provide clarification and guidance as needed; and 9 WHEREAS, the City desires to make changes to the Code of Ordinances to allow it to be 10 enforceable through a simple violation; and 11 WHEREAS, updates to the Health and Safety Title of the City's Code of Ordinances are needed 12 to clarify degrees of violations and how the City may need to act to abate certain issues; and 13 WHEREAS, this ordinance provides for a violation schedule that is simple to enforce; and 14 WHEREAS, the proposed ordinance is intended for Public Hazards that may require abatement 15 by the City, however it does not preclude the City form pursuing all measures if it is deems to be necessary to protect the best interest of the public; and 16 17 WHEREAS, it is in the best interest of the City to pursue the most cost effective solution to 18 abating an issue if the property owner will not abate the Public Hazard; and 19 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole: 20 **Section 1**. This ordinance is of a general and permanent nature and shall be codified in the North 21 Pole Code of Ordinances. 22 Section 2. Title 8 health and safety, Chapter 02 Public Hazards is added in the North Pole Code 23 of Ordinances as by inserting the text underlined: 24 8.02.010 Purpose of chapter. 25 The purpose of this chapter is the protection of the public health, safety and welfare of the people 26 of the City of North Pole and to address public hazards that may require corrective action in 27 order to prevent further harm to the City and or residents that may include abatement by the City. 28 8.02.020 Unwholesome wells or ground water. 29 A. Any wells or ground water which is impure, contaminated or unwholesome, or which has 30 been rendered impure, contaminated or unwholesome by reason of any defiling, 31 hazardous substance, or poisonous substance, is declared a nuisance and public hazard

Sponsored by: Mayor Bryce J. Ward Introduced & Advanced: April 16, 2018 Possible Adoption: May 7, 2018

	=		ration shall cause, maintain or continue such
_	nuisance-hazard.		
В.		tance" is defined as:	
	•		I that is defined as a hazardous substance
		<u>e</u>	State of Alaska or the United States; or
		<u> </u>	I that, when it enters into or on the surface or
		_	the public health or welfare, or fish, animals,
	•	• •	habitat in which they are found; or
			ent of Environmental Conservation considers a
	_	contaminant; or	
			6.09.900 or 46.03.826, 18 AAC 75.990, 42
			R 1910.1200 or listed as a regulated
			l be considered a "hazardous substance" when
		_	f tap water levels as defined by the
	Environm	nental Protection Agency's	Regional Screening Level User's Guide.
a			
C.	-	_	and water has been rendered impure,
		<u>-</u>	ous substance that originated from the
			of this section or subject to the provisions of
	NPMC 8.04.170	<u>8.04.120.</u>	
This c	ordinance shall become	ome effective upon passag	ge.
PASS		•	d quorum of the North Pole City Council this
	_ day of	, 2018.	
			Bryce J. Ward. Mayor
			Bryce J. Ward, Mayor
			Bryce J. Ward, Mayor
ATTE	EST:		Bryce J. Ward, Mayor
ATTE	EST:		Bryce J. Ward, Mayor
ATTE	EST:		Bryce J. Ward, Mayor
			Bryce J. Ward, Mayor
	EST: L. Binkley, North F	Pole City Clerk	Bryce J. Ward, Mayor
		Pole City Clerk PASSED/FAILED Yes:	
		PASSED/FAILED Yes: No:	
		PASSED/FAILED Yes:	

Sponsored by: Mayor Bryce J. Ward Introduced and Advanced: May 7, 2018 Possible Adoption: May 21, 2018

CITY OF NORTH POLE 1 **ORDINANCE 18-10** 2 3 4 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO APPLY FOR THE STATE OF ALASKA'S MILITARY 5 FACILITY ZONE FOR THE ENTIRE NORTH POLE CITY 6 7 LIMITS 8 9 **WHEREAS**, the City of North Pole has examined the feasibility of creating industry, 10 development, and educational or training opportunities for employers and employees of business entities located or to be located in the proposed military facility zone; and 11 12 WHEREAS, the Alaska State Legislature approved law that allows the Adjutant General to 13 designate military facility zones (MFZ); and 14 WHEREAS, the Adjutant General may designate an area as a MFZ only if the area; is in close 15 proximity to the military facility, directly supports the military application of the facility, is zoned for economic development, residential use, and workforce training or education beneficial 16 17 to the facility and is in an area with inadequate infrastructure to support the continued or 18 expanded operations of the facility; and 19 WHEREAS, the City of North Pole meets many if not all of these qualifications; and 20 **WHEREAS**, the City of North Pole desires to meet the need created by the expanded mission at 21 Eielson AFB through the addition of the F-35 squadrons; and 22 WHEREAS, designation as a MFZ is compatible with the recently completed North Pole Strategic Plan and the Fairbanks North Star Borough's (FNSB) Regional Comprehensive Plan; 23 24 and WHEREAS, the FNSB is engaging in a Growth Management Plan (GMP) to better asses the 25 26 gaps in services present in the North Pole area and within the FNSB to include the City of North 27 Pole; and WHEREAS, MFZ designation allows projects located within the MFZ to apply for financing 28 29 from the Alaska Industrial Development Export Authority (AIDEA) or the Alaska Housing 30 Finance Corporation (AHFC); and, 31 **WHEREAS**, projects may be eligible for other federal, state or local public funding credits or guarantee programs; and, 32 33 WHEREAS, the North Pole community has always been supportive of the military and its 34 missions and in that spirit desires to be the first community in the state to apply for the MFZ 35 designation by authorizing the Mayor to apply on behalf of the city of jointly with the FNSB 36 mayor.

Sponsored by: Mayor Bryce J. Ward Introduced and Advanced: May 7, 2018 Possible Adoption: May 21, 2018

37	NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:
38	Section 1. This ordinance is of a special nature and shall not be codified.
39 40	Section 2. Effective date. This ordinance shall become effective upon passage.
41	This ordinance shall become effective upon passage.
42 43 44	PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this day of, 2018.
45	
46	
47	
48 49	Bryce J. Ward, Mayor
50	
51 52	ATTEST:
53	
54	
55	Judy L. Binkley, North Pole City Clerk
56	
57	PASSED/FAILED
58 50	Yes:
59 60	No:
61	Absent:
62	



North Pole Fire Departme

125 Snowman Lane - North Pole, Alaska 99705 Phone: 907.488.2232 Fax: 907.488.3747

Memo

To: Mayor Ward

From: Geoffrey L. Coon

Date: 4/15/18

Re: Trade in Scott airpacks and bottles

The North Pole Fire Department would like authorization to trade in our Scott airpacks, cylinders, and masks (see attached).

The North Pole Fire Departments participated in a regional grant that secured 36 new MSA airpacks with 72 cylinders. The newly acquired MSA's will has rendered our Scotts obsolete. The department will trade in the Scott airpacks and bottles to Artic Fire and Safety. It is expected that the trade in value of our Scott's will be roughly \$10,000.00. The trade in value will help offset the cost of the new airpacks. This is pursuant to city code *4.19.010*

Grant match + Accessories – Trade in = Total

19,783.44 + 19,232.57 - 10,000.00 = 29,016.01

Geoffrey L. Coon

Fire Chief





Douglas Schrage, Fire Chief 907-474-5770

> 907-474-5999 fax drschrage@alaska.edu www.uaf.edu/fire

Fire Department

P.O. Box 755540, Fairbanks, Alaska 99775-7540

North Pole Fire Department Geoff Coon, Fire Chief 110 Lewis Street North Pole, AK 99705 INVOICE –FEMA-2018-23393-NPFD April 18, 2018

FEMA Grant S-23393

The 2016 FEMA regional grant for the SCBA aipack units has been awarded.

Purchase order for airpacks has been issued at \$5,495.37 per unit

North Pole Fire Department has requested 36 units.

FEMA required match of 10% is \$549.54 per unit.

Total match due is \$19,783.44

Lauri broadust

Please make checks payable to UAF Fire Dept.

Payment due 30 days from receipt of invoice

Sincerely,

Laurii Woodruff

Fiscal Officer

UAF Fire Department llwoodruff@alaska.edu

907-474-6290

Sponsored by: Mayor Bryce J. Ward Intorduced & Advanced: May 7, 2018

Possible Adoption: May 21, 2018

CITY OF NORTH POLE 1 2 **ORDINANCE NO. 18-11** 3 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA 4 5 TO AMEND THE 2018 OPERATING BUDGET TO 6 PURCHASE NEW SCBA EQUIPMENT 7 8 WHEREAS, changes to the public services practices and policies is a continually changing 9 requirement; and, 10 11 WHEREAS, the City of North Pole budget should be amended to conform to the requirements 12 of the City; and, 13 14 **WHEREAS**, adjustment in the budget are necessary to remain compliant with council approved 15 authorizations and budget management rules, and 16 17 WHEREAS, fiscal notes are the method prescribed by the code to amend a budget; and, 18 19 WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and 20 will be recorded as amendments to the budget upon approval, 21 22 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it 23 approves changes as listed in the fiscal note to be attached to this ordinance for the purpose 24 managing the City budget. 25 26 **Section 1**. This ordinance is of a general nature and shall not be codified. 27 **Section.** Effective date. 28 29 This ordinance shall become effective immediately upon passage. 30 31 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 32 _____ day of ______, 2018. 33 34 35 Bryce J. Ward, Mayor 36 37 ATTEST: 38 39 40 41 Judy L. Binkley, North Pole City Clerk 42 43 PASSED/FAILED Yes: No: Absent:

City of North Pole, Alaska

Fiscal Note

Fiscal Y	_{/ear:}	Ordinan	e#: 18-11	[
Abbrev	iated Title: An Ordinance of the City of No.	orth Pole, To Amend 2018 Operating Bud	dget to Purchase New	SCBA Equipment
Origina	tor/ Sponsor Name Mayor	Ward/ Chief Coon D	_{ate:} May 7	, 2018
Does th	e Ordinance Have a multiy	ear fiscal impact?	Yes	No 🗸
Does th	e Ordinance add positions l	beyond the Budget?	Yes	No
•	now many position? me, P- Part time, T- Temporary	If yes, what type	e of Position	?
Financ	ial Detail			
FUND	Account Description	Account Number	Debits	Credits
01 - Gen	Equipment Outlay	01-54-9-905	40,000.00	
01 - Gen	Transfer from Fund Balance	01-00-9-998		40,000.00
	Total		40,000.00	40,000.00
they are	ARY: (Briefly describe the e needed) use equipment outlay in order to sobtained by the University Fire	o purchase air packs thr	C	·
City Ac	ed by: Tricia Fogarty, Checountant Approval:	- figoty	Date:	pril 24, 2018
		o ,		

<u>Memorandum</u>

To:

Mayor Ward

CC:

From:

Tricia Fogarty, CFO

Date:

4/27/2018

Re:

Alaska Municipal League Investment Pool, Account Application

Per Ordinance 08-10, An Ordinance Of The City Of North Pole Authorizing Participation In The Alaska Municipal League Investment Pool, Inc. For Use By Cities And Boroughs.

This ordinance was passed on May 5, 2008, however there wasn't an account set up at the time. I attached the application and authorized signature page to be signed by you and the City Council members.

4/30/18 Embrud

Thank you Tricia

Sponsored by: Mayor Isaacson Introduced and Advanced: April 21, 2008

Passed: May 5, 2008

CITY OF NORTH POLE

ORDINANCE 08-10

ORDINANCE 08-10, AN ORDINANCE OF THE CITY OF NORTH POLE AUTHORIZING PARTICIPATION IN THE ALASKA MUNICIPAL LEAGUE INVESTMENT POOL, INC. FOR USE BY CITIES AND BOROUGHS

WHEREAS, public entities in Alaska, i.e., political subdivisions of the State of Alaska including municipalities, school districts, and regional educational attendance area, have generally been unable to receive returns on investment of short-term excess funds at levels available to investors having larger amounts of funds to invest; and

WHEREAS, AS 37.23.010 – 37.23.900 ("Alaska Investment Pool Act") enacted by the 1992 Alaska Legislature provides a means for public entities to join together in an arrangement intended to allow them to combine their short-term excess funds for a higher yield on those funds; and

WHEREAS, the Alaska Municipal League Investment Pool, Inc., an Alaska nonprofit corporation, has been established pursuant to AS 37.23.010 of the Alaska Investment Pool Act by the Alaska Municipal League to provide investment management and other services to public entities; and

WHEREAS, the Corporation will provide for the pooling of funds of public entities which are members of the Corporation and will seek returns on the investment of those funds commensurate with market condition; and

WHEREAS, the City of North Pole is a public entity as defined in the Alaska Investment Pool Act and may wish to become a member and participate in the investment and other services provided through the Corporation.

NOW, THEREFORE, be it ordained by the North Pole City Council, the governing body of the City of North Pole as follows:

Section 1. <u>Authorization of Membership and Agreement</u>. The terms of the Alaska Municipal League Investment Pool, Inc. Common Investment Agreement attached hereto, including the investment objectives and purposes contained within the Agreement, are hereby approved. The Public Entity is hereby authorized (1) to become a member of the Corporation and (2) to enter into the Agreement substantially in the form as set forth in Exhibit A and such other documents as are necessary to effectuate that membership and Agreement. The Mayor or that officer's designee is authorized to execute those documents necessary to establish the Public Entity as a member of the Corporation and for the Public Entity to enter into the Agreement with no further approval or authorization required by this Governing

Sponsored by: Mayor Isaacson Introduced and Advanced: April 21, 2008

Passed: May 5, 2008

Body. Should the Public Entity hereafter enter into the Agreement, it will thereby accept and be bound by the terms and conditions of the Agreement, and the Articles of Incorporation and Bylaws of the Corporation, copies of which Articles and Bylaws are attached hereto and incorporated by reference.

Section 2. Authorization of Investments. Upon execution of the Agreement by the Public Entity, each officer and employee of the Public Entity who is designated to be responsible for the investment of public funds of the Public Entity pursuant to the Public Entity's ordinance is authorized to transfer public funds of the Public Entity to the Corporation for placement in order to acquire an interest it. provided that such funds will be invested in accordance with the terms of the Agreement and the investment policies as set forth in the Agreement and its exhibits. All such transfers will be made in accordance with the procedures previously adopted by the Public Entity as may be amended from time to time.

Section 3. Effectiveness of and Termination of Membership and Agreement. The Agreement will go into effect upon execution by the Mayor and by the Corporation. The Public Entity's membership in the Corporation and participation in the Pool under the terms of the Agreement will continue until the Mayor terminates that membership and participation by written notice to the Corporation or by the adoption of an ordinance by the Public Entity terminating that membership and participation, whichever first occurs.

Section 4. Further Acts. Each officer of the Public Entity is hereby authorized to take any and all action necessary to enter into the Agreement and the joint investments in the Pool, to carry on the membership of the Public Entity in the Corporation, and to perform and obligations of the Public Entity under that membership and the Agreement.

Section 5. Effectiveness of Ordinance. This ordinance will be effective upon enactment.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 5th day of May, 2008

Douglas W. Isaacson, May

ATTEST:

Submitted by: Mayor Ward Passed and Approved: May 7, 2018

	OF NORTH POLE SOLUTION 18-03
	E CITY COUNCIL DESIGNATING CITY OFFICIALS ON CITY OF NORTH POLE ACCOUNTS
11011101112111101111011110111	of ciri or floating obblice certific
	al responsibilities of city government the City Council must and endorse checks, drafts or other orders on behalf of the
City of North Fole, and	
	on the North Pole City Council and it is necessary for the vill be authorized to sign and endorse checks, drafts or other
	k financial services that safeguard the financial resources of at the most affordable cost and best interest rates.
	the following city officials are hereby designated and s or other orders on behalf of the City of North Pole. This is writing.
RE IT FURTHER RESOLVED that the city	y officials listed below are authorized to receive information
	aid or items returned on City accounts. This authority will
remain in effect until revoked in writing.	and or recent recommend on early accounts. This administry will
Bryce J. Ward	
Santa Claus	
Avery S. Thompson	
Sharon Hedding	
Doug W. Isaacson	
Aino Welch	
David A. Skipps Sr.	
Judy Binkley	
PASSED AND APPROVED by a duly const Alaska this 7 th day of May, 2018.	ituted quorum of the City Council of the City of North Pole,
	Bryce J. Ward, Mayor
	,
ATTEST:	DI SSED STAY ED
	PASSED/FAILED
	Yes: 0 No: 0
Judy L. Binkley, North Pole City Clerk	Absent: 0

AMLIP ACCOUNT APPLICATION / SIGNATURE CARD



	Application Signature Card Revision
Account	t Number:

Submit the completed, printed and signed application by fax and mail the original to:

Fax to: 1-800-642-5089

Mail to: KeyBank National Association, P.O. Box 100900, Anchorage, AK

99510-0900

1. ACCOUNT REGISTRATION

Government Entity Name: City of North Pole Mailing Address: 125 Snowman Lane

City: North Pole

State: AK Zip Code: 99705

Primary Contact: Tricia Fogarty, CFO Secondary Contact: Judy Binkley, City Clerk

Phone Number: 907-488-8594 Phone Number: 907-488-8583

Email Address: Tricia.Fogarty@northpolealaska.org Email Address: Judy.Binkley@northpolealaska.org

2. SIGNATURE AND TAX CERTIFICATION

I certify that 92-6001585 is the correct Tax Identification Number and that the government entity is an exempt recipient.

Under the penalties of perjury, I certify that the information provided on this application is true, correct and complete, and agree to the terms thereof.

Signature:	Date:

Title: Tricia Fogarty, CFO

[If you are unable to certify your status as an exempt recipient, or have any questions, please contact Alaska Permanent Capital Management at 907-272-7575.]

3. CERTIFICATE OF AUTHORITY

It is necessary for you to provide a certified copy of a Certificate of Authority identifying those individuals who may authorize withdrawals. The attached form needs to be used for this purpose. A certified copy of a resolution is also acceptable. It is understood that the Pool, KeyBank (the Custodian Bank) may rely upon these authorizations until revoked or amended by written notices delivered to KeyBank by registered or certified mail.

CERTIFICATE OF AUTHORITY

The undersigned hereby certifies and affirms that he/she is the duly elected/delegated/appointed Bryce J Ward of City of North Pole (herein "Investor"), a Home Rule City, organized under the laws of the State of Alaska. The Undersigned hereby certifies that the Mayor, City Clerk and Council Members of the Investor are authorized to open an account in the name of the Investor in the Alaska Municipal League Investment Pool and to invest such funds of the Investor in this account as they may deem necessary; that the persons authorized below may endorse checks and other instruments for investment in said account and that written requests withdrawing said funds must be signed by two of the persons authorized below.

The undersigned further certifies that the Pool and its Custodian Bank, KeyBank, shall be held harmless and fully protected in relying from time to time upon any certifications by the secretary or clerk of the Investor as to the names of the individuals occupying such offices and in acting in reliance upon the foregoing certification until actual receipt by them of a Certificate of Authority issued by the secretary or clerk of the Investor modifying or revoking any or all such resolutions.

The undersigned further certifies that the following individuals occupy the offices designated

· ·	
Name: Bryce J Ward Title: Mayor	Signature:
Name: Judy L Binkley Title: City Clerk	Signature:
Name: Santa Claus Title: Council Member	Signature:
Name: David Skipps Title: Council Member	Signature:
Use the space below to include additional names, titles additional certificate of authority page if necessary.	and signatures on printed page as needed. Attach an
Name: Doug Isaacson Title: Council Member	Signature:
Name: Avery Thompson Title: Council Member	Signature:
Name: Sharon Hedding Title: Council Member	Signature:
Name: Aino Welch Title: Council Member	Signature:
Government Entity Name: City of North Pole	
Signature:	{SEAL}
Mayor	
	Government Entity's Seal Date:

DEVELOPMENT AGREEMENT

for the
War Eagle Court Sewer Utilities
and Road Improvements



By and Between the

CITY OF NORTH POLE, ALASKA

125 Snowman Lane North Pole, AK 99705

and

Stepping Stone Builders

PO Box 82724 Fairbanks, AK 99708

May, 07 2018

TABLE OF CONTENTS

Appendices	Page
Appendix A - Legal Description	
Appendix B - Public Improvements	
Appendix C - Completion Schedule	
Appendix D – Traffic control plan	
Appendix E – Storm water plan (if required).	
Attachments	
Design Guidelines for Streets and Drainage	
Utility Standards of Construction	
Service Line Requirements for Water and Wastewater	
Professional Services Agreement for utility road plan review and inspection services	
with the PDC Engineers	

Stryker Loop Water & Sewer Utilities and Road Improvements

THIS AGREEMENT, made this [7] of [May], [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 the STEPPING STONE BUILDERS, PO Box 82724, Fairbanks, AK, 99708 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, have to comply with other City Codes, for example Building and Utility Standards.

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*, and the *Utility Standards of Construction* 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. 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 of the associated expenses incurred by the CITY including costs, that include but are not limited to, preparation of this developer's agreement, plan check, tests, administration, and inspection of these improvements. CITY labor/administration costs are estimated to be and are billed as a reimbursable cost through an agreement with an engineering firm of the CITY's choice. See attachments for MOA with PDC Engineers for plan review and inspection services for sewer utility and War Eagle Court road and associated facilities. The effective start date of the billings will be [Month, day, year]. 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.

- 1.20 The DEVELOPER shall be responsible for the maintenance of all improvements covered by this agreement until acceptance tests are satisfactorily completed; all outstanding fees owed to the CITY are paid in full, including the warranty bond; the CITY Council accepts the improvements and the CITY provides the DEVELOPER with written confirmation that all requirements of the Developer Agreement are satisfied.
- 1.25 The DEVELOPER shall purchase a performance bond guaranteeing completion of the public improvements to the satisfaction of the CITY, dedicated for CITY use to complete the public improvements should the DEVELOPER's contractor fail to satisfactorily do so as agreed. The bond amount shall be \$60,000, the estimated total cost of public improvements plus CITY administration costs as established by the Mayor or Mayor's designee.

The CITY will relinquish the performance bond interest upon satisfactory completion of the improvements and acceptance of the improvements by the CITY Council.

1.3 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 administrating the project that includes, but is not limited to, plan review, testing and inspects. This deposit is not to be construed as an estimate of the total costs for the CITY's expenses 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 Record Drawings. Submittal of additional materials after commencement of this agreement may incur additional charges that will be billed at the cost of the DEVELOPER.

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 at the DEVELOPER's expense. Drainage reservations or easements will be acquired in the name of the CITY or in a manner that assigns the reservations or easements to the CITY 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's *Utility Standards of Construction* 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 Before acceptance by the CITY, the DEVELOPER shall furnish a one (1) year warranty bond equal to five percent (5%) of the public improvement which the DEVELOPER desires the CITY to accept. The Mayor or Mayor's designee shall not recommend acceptance of the public improvements by the CITY Council until all deficiencies have been corrected to their 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 within two (2) years from the date of execution of this Agreement. The Mayor or Mayor's designee may at their discretion allow extensions for up to a total maximum of one (1) year. Acts of nature, 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 any and 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. Record Drawing stamped and signed by a professional engineer licensed in the State of Alaska 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 that they are 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 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 Agreement.
- 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 that 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. GENERAL

- 3.10 This Agreement shall not diminish the requirements of the Fairbanks North Star Borough (FNSB) or non-city, governmental agencies.
- 3.20 If the DEVELOPER should fail to repair property or facilities owned by the CITY which were damaged by the DEVELOPER, or his/her agents in the fulfillment of this Agreement, 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.
- 3.30 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 issue a STOP WORK ORDER to the cessation of part or all further construction at the sole discretion of the CIYT 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 WORK ORDER imposed by the CITY shall not be the responsibility of the CITY.
- 3.40 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.

SECTION 4. APPENDICES

4.10 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: Property 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
Not applicable (based upon previous assessments subdivision)

above:	n, This Agreement in	lade and entered into on the day and year first written
DEVELOPER:	Stepping Stone Bu	ilders
Ву: _	 DEVELOPER	Date:
		Date:
DEVELOPER Ack	knowledgment	
State of Alaska)	
Fourth Judicial Distr) ss rict)	
a NOTARY PUBLIC personally appeared named in and who e voluntary act and de	C in and for the State executed the foregoing	day of, 20 , before me, the undersigned, of Alaska, duly commissioned and sworn as such,known to me to be the person instrument, and that he signed the same as the free andwith full knowledge of its mentioned.
IN WITNESS WHE above written.	REOF, I have set my	hand and affixed my official seal the day and year
		NOTARY PUBLIC: Commission Expires:

Owner:	City of North	Pole
Approved By:		Attest: _ Bryce J. Ward, Mayor Judy Binkley, City Clerk
	Date	
		(CITY seal)
Approved As	To Form:	
		Zane Wilson, City Attorney Date
CITY Acknow	wledgment	
State of Alask	a)) ss
Fourth Judicia	l District)
undersigned, a as such, person North Pole, th	a NOTARY PU nally appeared l e municipal cor or authority of sa	a this
IN WITNESS above written.		have set my hand and affixed my official seal the day and year
		-
		Notary Public in and for the State of Alaska
		Commission Expires:

APPENDIX A

PROPERTY DESCRIPTION

The land owned by the DEVELOPER which is the subject of this agreement for purposes of this project is described below.

Lot B-5 of Eagle Estates, according to the plat filed October 12, 2006 as Plat No. 2006-175, Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

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:

The public street system will include an approximately 450 L.F. paved cul-de-sac to be known as War Eagle Court. Street construction will consist of two paved 11-foot lanes with roll curb. The pavement section will consist of 2" HMA, 4" Base Course and 18" of NFS gravel. The typical section is identical to the local street section utilized for the Stillmeyer Water and Street Improvement project completed in 2006 by the City of North Pole. Permanent signs will be installed for War Eagle Court including "stop", "street" and "no outlet signs". Surface runoff will be conveyed via curb and gutter and lined ditches to the City of North Pole's existing storm water retention system within Tract B-5. The existing culvert where War Eagle intersects Patriot Drive is functional and will remain.

The sanitary sewer system includes approximately 480 L.F. of 8" ductile iron gravity sewer main approved for operation by the State of Alaska Department of Environmental Conservation 9/26/2011.

APPENDIX C

COMPLETION SCHEDULE

The improvements shall be designed and constructed according to the following tentative schedule:

- 1. Preliminary Design Report, Plans and specifications to the CITY for approval: Submitted on
- 2. Final Design Report, Plans and Specifications to the CITY for approval:
- 3. Government Agency Approvals
 - a. FNSB Zoning: NA
 - b. FNSB Platting: January 19, 2012, extended February 27, 2018
 - c. US Army Corps of Engineers: NA
 - d. ADEC Authorization to Construct: 4/18/2008
 - e. ADEC Authorization to Operate: 9/26/2011
- 4. Pre-construction conference with all key Developer Representatives and contractors, CITY and Utility representatives: 5/1/2018
- 5. Notice to Proceed: 5/15/2018
- 6. Public Improvement Construction Completion: September, 2018
- 7. Record Drawings: December, 2018
- 8. Final Conveyance, Payments, Certificate of Release, etc.: December, 2018
- 9. Final Acceptance, January, 2019

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

APPENDIX D

TRAFFIC CONTROL PLAN

The daytime traffic volume at this location is very low. No street closure will be required for this project. A partial lane closure for Patriot Drive immediately adjacent to War Eagle Court will be required during saw cutting and paving for the War Eagle approach.

During gravel hauling operations or during any other activities where construction vehicles will be entering or leaving the construction site, a Road Work Ahead (W20-1) sign will be installed approximately 100 feet east of the War Eagle intersection on Patriot Drive. It is anticipated that the partial lane closure will be of a short duration. Flaggers will be employed during the short partial lane closure to direct traffic.

APPENDIX E

STORM WATER PERMIT

As per the determination by the City of North Pole dated April 11, 2016, based on an assessment of the area, no storm water permit is required for this site. Appropriate BMPs will be installed to manage storm water runoff from the site.

Pertaining to 1.55

The sewer line will be exposed every 100' and elevations will be shot by Stutzmann Engineering Associates to verify the grade. A camera will also be installed every 100' and recorded to verify completion of the sewer lines and check for any problems.

The water and sewer stub outs will be run to lots 1-5 & 9-13 prior to construction of road. Lots 6-8 have access to hook ups without disturbing the road. Lots 9-13 will be developed in the 2018 building season. At this time lots 1-5 will be developed in the 2019 season. The water stub outs on lots 1-5 will have the circ pumps hooked up and electric hard wired. They will be covered with an insulated box and have dirt cover put on to protect from freezing and vandalization.

PAVING PRODUCTS, INC.

P. O. BOX 80430 FAIRBANKS, ALASKA 99708 (907) 452-4903 FAX (907) 452-6755 <u>jwilson@pavingproductsalaska.com</u>

ASPHALT PAVING SUB QUOTE*****MARCH 6, 2018 EAGLE ESTATES SUBDIVISION

Stepping Stone Builders, Inc. Attention: Rick Watson

Rick,

We are quoting asphalt paving for this project. Our quote includes the following;

Equipment mobilization and demobilization Grade control for D1 Furnish, haul, grade and compact 4" of D1 base course Final asphalt saw cut prior to paving Furnish, haul, place and compact 2" of asphalt Clean up

\$39,400.00

Excluded from our quote; subbase grading and compaction, barricades

If you have any questions, please call our office at (907) 452-4903.

Cal Morton

Paving Products, Inc.

Cal Morton

PAVING PRODUCTS, INC.

P. O. BOX 80430 FAIRBANKS, ALASKA 99708 (907) 452-4903 FAX (907) 452-6755 <u>jwilson@pavingproductsalaska.com</u>

CONCRETE SUB QUOTE****MARCH 6, 2018 EAGLE ESTATES SUBDIVISION

Stepping Stone Builders, Inc. Attention: Rick Watson

Rick,

We are quoting the curb and gutter for this project. Our concrete quote includes the following;

Equipment and forms mobilization and demobilization

Furnish surveying for curb and gutter – grade and alignment

Place and strip forms for concrete items

Furnish and place reinforcing, expansion joint material and expansion joint sealants

Furnish, place and finish concrete

Concrete washout and disposal

Clean up

\$19,750.00

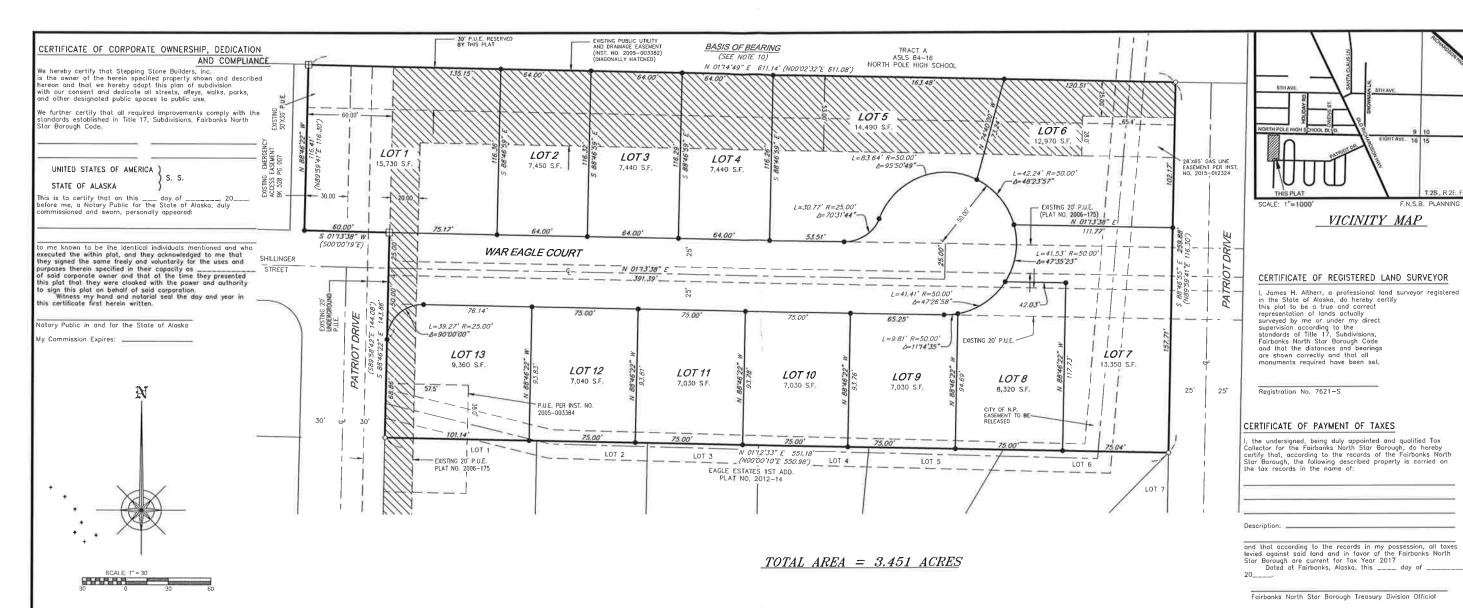
Excluded from our quote; traffic control, subbase grading and compaction, cold weather protection and cold weather concrete costs

If you have any questions, please call our office at (907) 452-4903.

Cal Morton

Paving Products, Inc.

Cal Morton



LEGEND

- 2" DIA. ALUMINUM CAP MONUMENT, RECOVERED, STAMPED 705-S
- 3 1/4" ALUMINUM CAP MONUMENT, RECOVERED, STAMPED 4473-S.
- 5/8" REBAR AND ALUMINUM SURVEY CAP, RECOVERED THIS SURVEY. (4473-S UNLESS NOTED OTHERWISE)
- 5/8" REBAR AND ALUMINUM SURVEY CAP, SET THIS SURVEY STAMPED 7621-5.

(XXX.XX) RECORD INFORMATION (PLAT NO. 2006-175)

NOTES

- 1. There will be a 35° radius easement at each pole location for guys, anchors, and other supportive structures.
- 2. A 15' wide strip of land as determined necessary by the utility companies is granted for the installation, maintenance, repair, or removal of yard poles.
- 3. The utility companies shall have the right to identify and then remove ony dead, weak, overhanging or otherwise dangerous trees adjacent to or in the vicinity of the easement.

- rlain by Urban Land per NRCS Web Soil Survey 2017. This area is overlain by Salchaket and Bradway soils per USDA Soil Survey, Fairbanks, Alaska, Series 1959.
- 8. This property is served by the City of North Pole sewer and water. All structures requiring sewer and water service are required to connect to the City of North Pole Community Sewer and Water Utilities.
- 10, The Basis of BearingThe Basis of Bearings for this survey is a high precision GPS Survey expressed in US Survey Feet, projected within Alaska State Plane Zone 3 (NAD 83), Dimensions shown hereon are true ground

CERTIFICATE OF APPROVAL BY THE PLATTING AUTHORITY

F.N.S.B. PLANNING MAI

VICINITY MAP

I hereby certify that this subdivision plat has been found to comply with the regulations of Title 17,52, Final Plats, of the Fairbanks North Star Boraugh Code of Ordinances, and that said plat has been approved.

STUTZMANN ENGINEERING ASSOCIATES, INC.

EAGLE ESTATES SUBDIVISION 2ND ADDITION

REPLAT TRACT B-5, EAGLE ESTATES (PLAT NO. 2006-175) WITHIN THE N1/2 SEC. 16, T.2S., R.2E. F.M. AK

STEPPING STONE CONSTRUCTION, INC. NKAFAFD RA: DATE: MAY 2018 S.E.A. DATE: MAY 2018 RAWN BY:

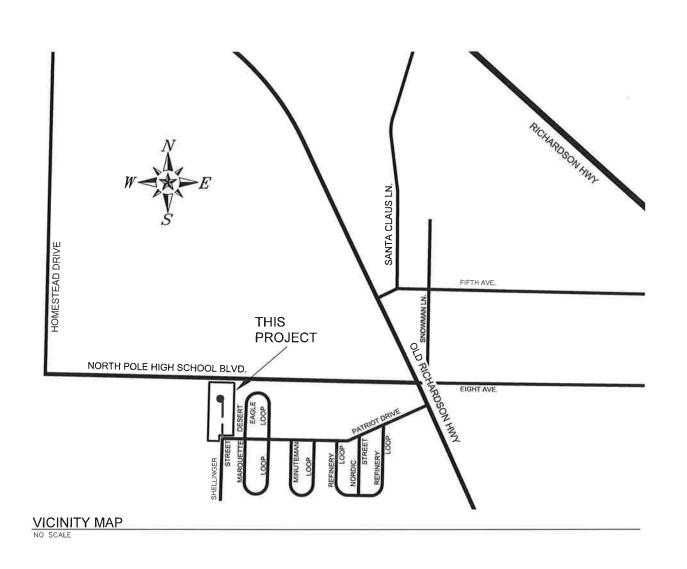
SD 061-07

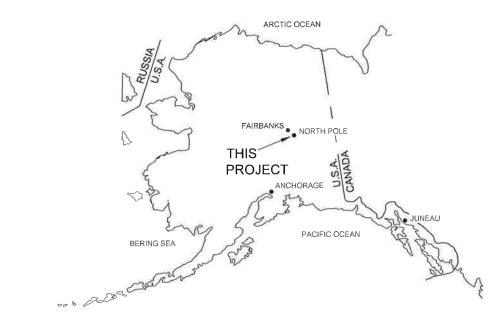
RP 080-07

P.O. BOX 71429, FAIRBANKS, ALASKA 99707-1429 OFFICE AT 9 ADAK AVENUE | (907) 452-4094 | AK C-627

FAIRBANKS RECORDING DISTRICT SCALE: 1"=30' SHEET 1 OF 1

EAGLE ESTATES 2ND ADDITION WAR EAGLE COURT CONSTRUCTION PLAN





SHEET INDEX

- C1 VICINITY MAP AND SHEET INDEX
- C2 TYPICAL SECTION AND STREET DETAILS
- C3 WAR EAGLE CT. PLAN AND PROFILE AND SEWER MAIN ASBUILT

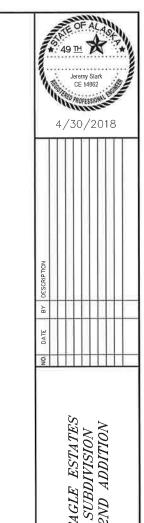
PREPARED FOR:

STEPPING STONE BUILDERS, INC. P.O. BOX 82724 FAIRBANKS, AK 99708

PREPARED BY:



P.O. BOX 71429, FAIRBANKS, AK. 99707 (907) 452-4094 C-627



VICINITY MAP AND SHEET INDEX

TUTZMANN SAWATES

NGINEBRING SAWATES

P. O. BOX TASS, AR 99707

9 ADAR ANENUE, FAIRBANKS, AK 99707

9 ADAR ANENUE, FAIRBANKS, AK 99707

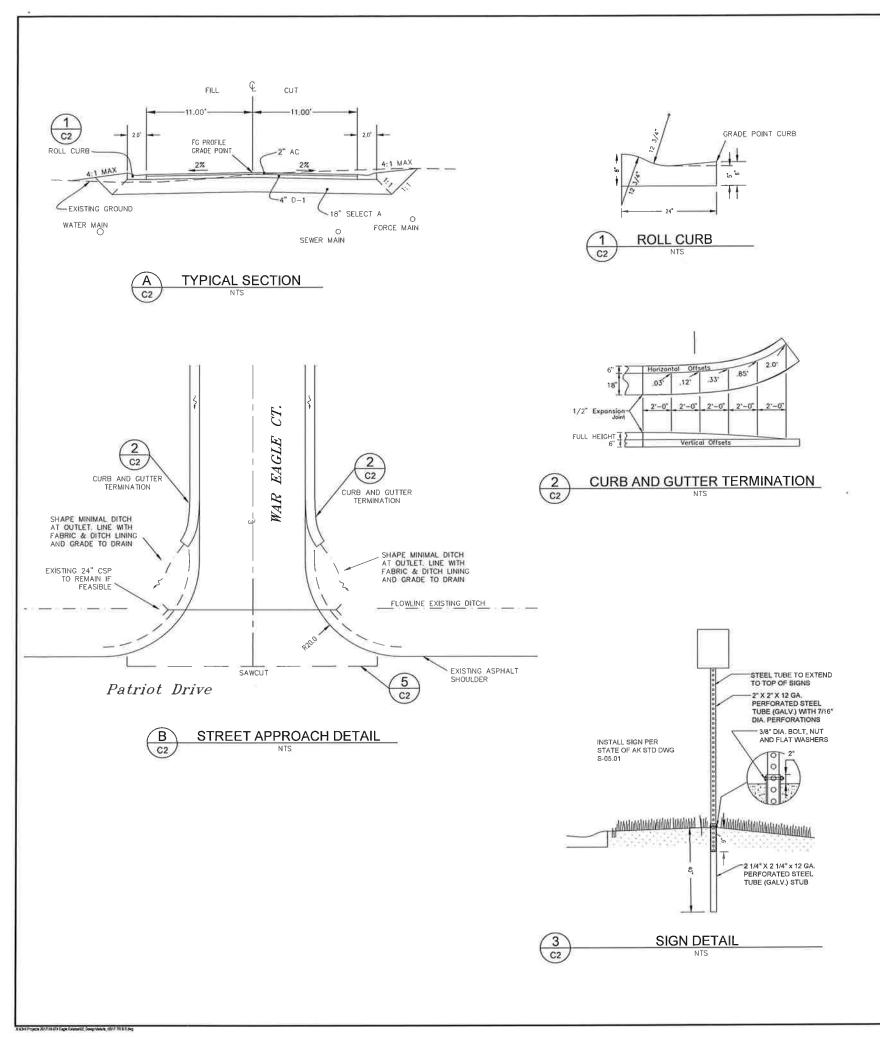
9 ADAR ANENUE, FAIRBANKS, AK 99707

4/30/2018

AWN: JDS

ECKED: JHA

AWING NO.



GENERAL NOTES

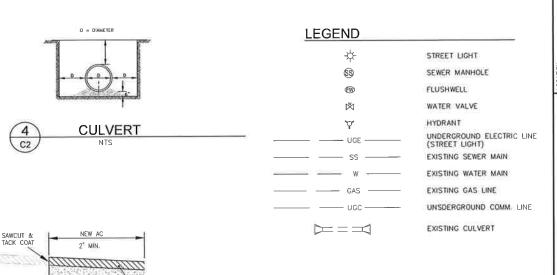
- Existing utilities shown are approximate and are a combination of asbuilt locations, painted utility markings and utility records. Contractor shall locate all utilities prior to excavation.
- Contractor shall obtain all necessary permits from the City of North Pole prior to construction.
- The vertical datum for this project is the North American Vertical Datum 1988 (NAVD88 FEET).
- The survey and project control have been intentionally excluded from the plan sheets. All layout and construction surveying is to be provided by the designer, Stutzmann Engineering.

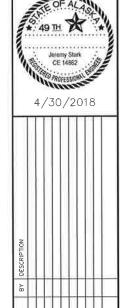
STREET NOTES

- Material references are as per the State of Alaska Department of Transportation Specifications for Highway Construction 2015 (ADOT).
- 2. Asphalt Cement shall be PG 52-28. Asphalt Aggregate shall be Type II Class B.
- Compaction for Selected Material, Type A and Aggregate Base Course, Grading D-1 Shall be as per the standard specifications.
- 4. Install signs per ADOT Standard Drawings.
- 5. Curbing shall be as per Section 609 of the standard specifications.

- SELECT MATERIAL, TYPE A.

SAWCUT





EAGLE ESTATES SUBDIVISION 2ND ADDITION

(ATION:

TYPICAL SECTION AND STREET DETAILS

TZMANN ... saveress of Control of

DATE:
DRAWN:
CHECKE
DRAWN

DATE: 4/30/2018

DRAWN: JDS

CHECKED: JHA

PRAWING NO.

