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
Bryce Ward
888-4444

CITY CLERK
Judy Binkley
488-8583

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

1. Call to Order/Roll Call
2. Pledge of Allegiance to the US Flag
3. Invocation
4. Approval of the Agenda
5. Approval of the Minutes
6. Communications from the Mayor
7. Council Member Questions of the Mayor
8. Communications from Department Heads, Borough Representative and the City Clerk
9. **Ongoing Projects Report**
   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**
   b. Ordinance 18-11, An Ordinance of the City of North Pole, Alaska to Amend the 2018 Operating Budget to Purchase New SCBA Equipment.
   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.*
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:
  - 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.
    - Grant Match + Accessories –Trade In = Total
    - $19,783.44 + $19,232.57 - $10,000 = $29,016.01
- Fleet Maintenance Report:
  - D.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 in-house 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.
  - 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 Memorial 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
  o 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.

- 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

LIQUOR LICENSE RENEWAL FOR PETRO STAR INC. DBA SOURDOUGH FUEL.
(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 or 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


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.
These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, May 7, 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 form pursuing all measures if it is 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 8.04.170 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:
CITY OF NORTH POLE
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

WHEREAS, the City of North Pole has examined the feasibility of creating industry,
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

WHEREAS, the Alaska State Legislature approved law that allows the Adjutant General to
designate military facility zones (MFZ); and

WHEREAS, the Adjutant General may designate an area as a MFZ only if the area; is in close
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
to the facility and is in an area with inadequate infrastructure to support the continued or
expanded operations of the facility; and

WHEREAS, the City of North Pole meets many if not all of these qualifications; and

WHEREAS, the City of North Pole desires to meet the need created by the expanded mission at
Eielson AFB through the addition of the F-35 squadrons; and

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;
and

WHEREAS, the FNSB is engaging in a Growth Management Plan (GMP) to better assess the
gaps in services present in the North Pole area and within the FNSB to include the City of North
Pole; and

WHEREAS, MFZ designation allows projects located within the MFZ to apply for financing
from the Alaska Industrial Development Export Authority (AIDEA) or the Alaska Housing
Finance Corporation (AHFC); and,

WHEREAS, projects may be eligible for other federal, state or local public funding credits or
guarantee programs; and,

WHEREAS, the North Pole community has always been supportive of the military and its
missions and in that spirit desires to be the first community in the state to apply for the MFZ
designation by authorizing the Mayor to apply on behalf of the city of jointly with the FNSB
mayor.
NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:

Section 1. This ordinance is of a special nature and shall not be codified.

Section 2. 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:
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
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 airpack 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

Please make checks payable to UAF Fire Dept.  
Payment due 30 days from receipt of invoice

Sincerely,

Laurii Woodruff  
Fiscal Officer  
UAF Fire Department  
lwoodruff@alaska.edu  
907-474-6290
CITY OF NORTH POLE
ORDINANCE NO. 18-11

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2018 OPERATING BUDGET TO
PURCHASE NEW SCBA EQUIPMENT

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

WHEREAS, the City of North Pole budget should be amended to conform to the requirements of the City; and,

WHEREAS, adjustment in the budget are necessary to remain compliant with council approved authorizations and budget management rules, and

WHEREAS, fiscal notes are the method prescribed by the code to amend a budget; and,

WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and will be recorded as amendments to the budget upon approval,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal note to be attached to this ordinance for the purpose managing the City budget.

Section 1. This ordinance is of a general nature and shall not be codified.

Section. Effective date. This ordinance shall become effective immediately upon passage.

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

________________________________
Bryce J. Ward, Mayor

ATTEST:

________________________________
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED
Yes:
No:
Absent:
City of North Pole, Alaska

Fiscal Note

Fiscal Year: 2018  Ordinance#: 18-11

Abbreviated Title: An Ordinance of the City of North Pole, To Amend 2018 Operating Budget to Purchase New SCBA Equipment

Originator/ Sponsor Name: Mayor Ward/ Chief Coon  Date: May 7, 2018

Does the Ordinance Have a multiyear fiscal impact?  Yes ☐ No ✓

Does the Ordinance add positions beyond the Budget? Yes ☐ No ✓

If yes, how many position? -0-  If yes, what type of Position? ____________

F- Full Time, P- Part time, T- Temporary

Financial Detail

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Total 40,000.00  40,000.00

SUMMARY: (Briefly describe the proposed alterations to the budget and why they are needed)

To increase equipment outlay in order to purchase air packs through a regional grant. The grant was obtained by the University Fire Department.

Prepared by: Tricia Fogarty, Chief Financial Officer  Date: April 24, 2018

City Accountant Approval: Tricia Fogarty  Date: 4-24-18

NOTE- Fiscal Notes are amendments to the budget, once approved
Memorandum

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.

Thank you
Tricia

[Signature] 4/27/2018
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. Authorization of Membership and Agreement. 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
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, Mayor

ATTEST:

Kathryn Weber, CMC, City Clerk
CITY OF NORTH POLE
RESOLUTION 18-03

A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS
AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS

WHEREAS, in order to carry out the financial responsibilities of city government the City Council must
designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the
City of North Pole; and

WHEREAS, there is a change in personnel on the North Pole City Council and it is necessary for the
City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other
orders on all City of North Pole accounts; and

WHEREAS, it is prudent for the City to seek financial services that safeguard the financial resources of
the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and
authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This
authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information
pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will
remain in effect until revoked in writing.

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 constituted quorum of the City Council of the City of North Pole,
Alaska this 7th day of May, 2018.

__________________________
Bryce J. Ward, Mayor

ATTEST:

__________________________
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED
Yes: 0
No: 0
Absent: 0
AMLIP ACCOUNT APPLICATION / SIGNATURE CARD

☐ Application
☐ Signature Card Revision

Account 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
Phone Number: 907-488-8594
Email Address: Tricia.Fogarty@northpolealaska.org

Secondary Contact: Judy Binkley, City Clerk
Phone Number: 907-488-8583
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 Skipp  
Title: Council Member
Signature: ____________________________

Use the space below to include additional names, titles and signatures on printed page as needed. Attach an additional certificate of authority page if necessary.

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: ____________________________

(S 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

<table>
<thead>
<tr>
<th>Appendix</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A - Legal Description</td>
<td></td>
</tr>
<tr>
<td>Appendix B - Public Improvements</td>
<td></td>
</tr>
<tr>
<td>Appendix C - Completion Schedule</td>
<td></td>
</tr>
<tr>
<td>Appendix D – Traffic control plan</td>
<td></td>
</tr>
<tr>
<td>Appendix E – Storm water plan (if required)</td>
<td></td>
</tr>
</tbody>
</table>

## Attachments

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Guidelines for Streets and Drainage</td>
<td></td>
</tr>
<tr>
<td>Utility Standards of Construction</td>
<td></td>
</tr>
<tr>
<td>Service Line Requirements for Water and Wastewater</td>
<td></td>
</tr>
<tr>
<td>Professional Services Agreement for utility road plan review and inspection services with the PDC Engineers</td>
<td></td>
</tr>
</tbody>
</table>
Stryker Loop Water & Sewer Utilities and Road Improvements

THIS AGREEMENT, made this 7th 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)
In Witness Whereof, This Agreement made and entered into on the day and year first written above:

DEVELOPER:  Stepping Stone Builders

By: ___________________________  Date: ____________

DEVELOPER

By: ___________________________  Date: ____________

DEVELOPER 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________________________ 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________________________ 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: _________________
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 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: ____________________
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 vandalism.
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.
PAVING PRODUCTS, INC.
P. O. BOX 80430
FAIRBANKS, ALASKA 99708
(907) 452-4903  FAX (907) 452-6755  jwilson@pavingproductsalaska.com

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.