



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

Monday, July 16, 2018
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.

MAYOR

Bryce Ward
888-4444

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

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

- 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. ALiCE Training

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

11. Old Business

- a. Ordinance 18-14, An Ordinance of the City of North Pole, Alaska to Amend the 2018 Police Department and Fire Department Budgets.

12. New Business

- a. Request for Approval to Enter into a Five (5) Year Agreement with Axon Enterprises, Inc. to Purchase Thirteen (13) Tasers and Support Equipment for \$16,900.00.
- b. Resolution 18-05, A Resolution of the City of North Pole Placing an Amendment to the City of North Pole Charter on the October 2, 2018 Ballot Concerning Article V the Administrative Service.
- c. Resolution 18-06, A Resolution of the City of North Pole Placing an Amendment to the City of North Pole Charter on the October 2, 2018 Ballot Concerning Article VI the Independent Audit.
- d. Resolution 18-07, A Resolution of the City of North Pole Placing an Amendment to the City of North Pole Charter on the October 2, 2018 Ballot Concerning Article VII Taxation.
- e. Resolution 18-08, A Resolution of the City of North Pole Placing an Amendment to the City of North Pole Charter on the October 2, 2018 Ballot Concerning Article XIV Revision and Amendment.
- f. Request for Approval of the Developers Agreement with Northstar Developers.
- g. Request to Accept Professional Services Agreement with Stantec Consulting, Inc. to Generate Operational Plans in Support of the Water System Expansion Project and Routine Utility Operations.

13. Council Comments

14. Adjournment

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



**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, July 2, 2018 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Ward called the regular City Council meeting of Monday, July 2, 2018 to order at 7:02 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. Thompson *moved to approve the agenda of July 2, 2018*

Seconded by Mr. Skipps

DISCUSSION

None

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

New Business:

- a. Request for Approval to Extend the Auction Contract with Great North Auction LLC Until June 2019.

- b. Request for Approval of the City of North Pole Advertising Contract with the Fairbanks Daily Newsminer.
- c. Request to Authorize the North Pole 2018 Water System Expansion – Control Programming Professional Services Proposal in the Amount of \$82,616.
- d. Ordinance 18-14, An Ordinance of the City of North Pole, Alaska to Amend the 2018 Police Department and Fire Department Budgets.

Seconded by Ms. Welch

Discussion

None

On the amendment

PASSED

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

No: 0

Absent: 1 – Hedding

On the Agenda as amended

Discussion

None

PASSED

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

No: 0

Absent: 1 – Hedding

APPROVAL OF MINUTES

Mr. Thompson *moved to* approve the Minutes of June 18, 2018

Seconded by Ms. Welch

Discussion

None

PASSED

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

No: 0

Absent: 1 – Hedding

COMMUNICATIONS FROM THE MAYOR (Audio 3:18)

- We have a full schedule for the 4th of July. We are still taking parade and festival entry forms. The theme for this year is “Home of Heroes, Who’s Your Hero?”
- Last week I got to host the students from Access Alaska here at City Hall. We had a mock council meeting where the topic of discussion was education funding. We will do this again at the end of the month.
- Also, we have a gentleman we have been working with who had his vehicle impounded earlier this year. He has filed some sort of paperwork with the court and I wanted to let Council know. I have had a few meetings with him.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Dept., Chief Coon (Audio 25:17)

- DC Heineken gave the report.
- Chief Coon is on vacation.
- Hose testing has been completed.
- We are in the middle of pump testing.
- Hydrant testing is coming up next (starting July 16th for 2 weeks).
- New airpicks should be here soon and we are excited. Morale of personnel is great!
- Open engineer position that closes tomorrow. I’ve received a lot of interest for this position from all over.
- Want to take the opportunity to commend Chief Coon on the phenomenal job he’s doing as Chief. Personnel is really thriving under his leadership.

Police Dept., Chief Dutra (Audio 13:58)

- Introduced Rachel Wing.
- Basic Certificate for Jacob Tibbetts.
- Advanced Certification for Bruce Milne.
- ALiCE was scheduled for today but WILL occur at next meeting.
- We have now lost 2 officers. Ofc. Fisher with 7.5 years and Ofc. Meyer with a little over a year. We are once again in a pickle with 2 already out and vacations scheduled. Lt. is covering park and shifts. We will incur OT at higher rate than normal. Please remember the sacrifices these officers are making to cover.
- APOA Awards – Mike Welch honored as Citizen of the Year.
- Taser – next meeting will have a proposal for purchase over 5 years.

- Several Police Employees attended Run from the Cops on Saturday.
- PSAs.
- Got barricades from City of Fairbanks to use for 4th of July.
- Will be teaching at CTC academy.
- **Mr. Isaacson** asked how often tasers are used and why they would have to be replaced if they aren't used. Chief Dutra replied that there is a life expectancy for tasers. You don't want them to malfunction when you need them because they have exceeded their life expectancy.

Finance, Tricia Fogarty (Audio 30:15)

- Summarized financials are before you this evening. I will email full financials in the morning.
- Happy with the audit we had. The audit will be published soon as they received the figures from the state that we were waiting for.
- I would like to include the strategic plan in our budget. That was one of the take-aways from the budget class I recently took. I would also like to include a glossary in the next budget. Finally there's a "budget-in-brief" that I would like to work towards.
- The AML investment pool account is set up and I have a call in to work on transferring funds into it.
- Finally, we were contacted by PERS and we have forfeiture funds in the amount of about \$36,000 that we are able to use.
- **Mr. Isaacson** asked about the forfeiture account. Ms. Fogarty explained that the funds forfeited are the unvested employer contributions.
- **Ms. Welch** asked if the headers could be carried over on every page on the summarized financials. Ms. Fogarty replied that she would make that change.
- **Mayor Ward** asked what the issues the auditors commented on were. Ms. Fogarty replied that they thought we could do a better job tracking our budget with fiscal notes. They also want us to work on the assets because the original baseline we have is not accurate but and additions and items that have gone to the surplus sale are now correctly and accurately tracked.

Director of City Services, Bill Butler (Audio 8:11)

Building Department

- 2 residential building permits issued.
- 4 residential building permits in plan review.
- 1 commercial building permit issued.
- 2 commercial building permits in plan review.

Public Works

- Dry weather has resulted in landscape watering at several sites that have not needed watering in two years.

- Landscaping improvements added to City Hall.

Utility Department

- Sulfolane settlement.
 - HDPE pip installation continues in 12 Mile Village, in roads along Peridot Street as part of effort to get water to the new pump house and tank site.
 - Concrete foundation for the 750,000 gallon storage tank poured.
 - 16" HDPE water main connected to Utility's 12" ductile iron water main to provide water to pressure test and disinfect the new water mains.
 - Horizontal direction drilling:
 - Project has purchased an 18" sleeve to help overcome problem of pulling 8" water main when installing water mains when directional drilling.
 - Week of July 9 the driller will begin using the 18" sleeves.
 - Sometime between April 16 and June 23 one of the 16" water mains installed with directional drilling migrated to the surface.
 - In the fact-finding and planning stage of how to overcome this very significant development.

Natural Gas Utility Board

- There is now a single gas utility in Interior Alaska.
 - IGU is the sole owner of what was the Pentex group that included Fairbanks Natural Gas.
 - Construction continues on the 5.2 million gallon storage tank in Fairbanks.
 - The large storage tank is critical to being able to connect more customers to the existing gas piping.
 - Large storage tank is on schedule to be completed in 2020.
 - When the large storage tank is completed, surplus tanks from Fairbanks will be moved to North Pole to provide natural gas for the North Pole area.
 - IGU has agreed to purchase land in North Pole from GVEA as the site where the former Fairbanks tanks will be located.

Borough Representative

None

City Clerk's Office, Judy Binkley (Audio 41:45)

- I had a good vacation and am playing catch up in the office this week.
- The candidate packet is available on the website and our notice of vacancies has been published. The 2018 Candidate Open House will be Saturday, July 7th at the Borough

Assembly Chambers and starts at 10am. The filing period will open at 8am on Monday, July 16th and close 5pm on Monday, July 30th.

- I received 2 initiative applications for charter changes late last week while I was out of town.
 - Mayor Ward worked to see what needed to be done as we haven't had a charter change before.
 - The applications are currently under review – once approved, the petition packets will be issued.
 - The petitions need to be filed 90 days prior to the election so they won't make this year's ballot but as long as the signatures are obtained within 90 days of the petition packet being issued, they will appear on the 2019 ballot.
- **Mr. Isaacson** asked what the 2 initiative applications were for. Madam Clerk replied that one was to ban marijuana business in the City and the other was that for any tax increase, it would need to go to a vote by citizens.

ONGOING PROJECTS

None

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

None

OLD BUSINESS

None

Public Comment

None

NEW BUSINESS

Consented

Public Comment

None

Mr. Thompson *moved to* **adjourn into executive session to discuss personnel issues in the Fire Department at 7:50 p.m.**

Seconded by Ms. Welch

Mr. Thompson *moved to* **suspend the rules for 5 minutes prior to going into executive session.**

Seconded by Mr. Skipps

Mayor Ward brought the meeting back to order at 8:07 p.m.

Mr. Isaacson *moved to* **approve the Mayor to take action on the personnel issue discussed in Executive Session.**

Seconded by Mr. Skipps.

PASSED

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

No: 0

Absent: 1 – Hedding

COUNCIL COMMENTS (Audio 48:47)

Mr. Thompson – Have a happy 4th of July.

Mr. Skipps – Be safe on the 4th of July. The more the merrier at the 4th of July parade.

Ms. Welch – Happy 4th of July. I will be doing ice carving at the parade.

Mr. Isaacson – Great to be back after a 9000 mile trip! Thanks for the action taken of honoring Buzz Otis by naming the pump house after him. I will be one of the announcers at the 4th of July parade. This Friday will be the change of command ceremony at Eielson where we will say goodbye to Colonel Mineau and welcome Colonel Bishop. July 11th is the Salcha-Bader Road Subarea Plan Open House.

Mr. Claus – Please be careful with fireworks. Drive safely and take a moment to read our Declaration. Happy 4th of July to everybody.

Mayor Ward – Happy 4th of July and be safe out there. I hope to see you all at the parade.

Mr. Thompson *moved to* **adjourn the meeting at 8:19 p.m.**

Seconded by Ms. Welch

The regular meeting of Monday, July 2, 2018 adjourned at 8:20 p.m.

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

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley, North Pole City Clerk

Draft

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2018 POLICE DEPARTMENT AND FIRE
DEPARTMENT BUDGETS**



City of North Pole, Alaska

Fiscal Note Year:

Accompanying Ordinance/Resolution #: Ordinance 18-14

Originator / Sponsor Name: Mayor Bryce Ward

Date: 6-27-18

Does the Ordinance or Resolution have a fiscal impact? **yes** **no**

Fund- Dept. Title	Account Description	Account #	Debit	Credit
GF Police	Wages Full Time	01-53-1-100		26,200
GF Police	IT services	01-53-2-220	5,200	
GF Police	Professional Services	01-53-2-235	1,000	
GF Police	Travel and Training	01-53-2-510	5,000	
GF Police	Building Maintenance	01-53-7-700	5,000	
GF Police	Transfer out		10,000	
FF Police	Police Fleet transfer in	23-00-3-999		10,000
FF Police	Police Fleet vehicle Purchase	23-10-9-922	10,000	
GF Fire	Vehicle maintenance	01-54-6-610	2,500	
GF Fire	Building maintenance	01-54-7-700	2,000	
GF Fire	Office Supplies	01-54-3-335	500	
GF Fire	Maintenance Contract	01-54-2-230		5,000

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

Changes to budget to reflect cost savings in personnel cost and increases to other categories. Transfer to fleet fund is to offset expected equipment expenses to be drawn from operating budget.

Prepared By: Bryce Ward **Date:** 6-27-18

Finance Approval: Lucian's Signature **Date:** 6-27-18

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.



North Pole Police Department

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



July 7, 2018

To: North Pole City Council

Re: Request to enter into agreement with Axon Corporation

I would like to formally request permission from the council to enter into a 5 year agreement with Axon Enterprises, Inc. to purchase 13 Tasers and support equipment for \$16,900.00. The company has a special that allows the city to purchase 13 Tasers and support equipment over a 5 year period "same as cash."

The first years purchase would include a trade in of \$100 for each of our old Tasers giving us a credit of \$1300.00 to be applied to our first year payment. Our remaining payments would be spread out over the remaining 4 years. Please see attached documents that breakdown the annual payments.

This year's payment would be \$2,340.00, which of course we have funds to pay for out of this year's budget. We will make sure we have sufficient funding over the next 4 years to pay the remaining payments. These annual payments would be \$3,640.00.

Our current Taser inventory is around 10 years old and is in need of replacement. The cost to replace these Tasers over time would be equivalent to the yearly payment Taser is offering. I think this is the best solution considering the current age of our inventory. We must have fully functioning Tasers in our use of force continuum and we must maintain safe equipment.

I ask that you authorize me to enter into this agreement and purchase these Tasers. I would be happy to answer any questions you might have.

Respectfully,

A handwritten signature in black ink, appearing to be "S. Dutra", written over the name "Chief Steve Dutra".

Chief Steve Dutra

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 378-6152

Steve Dutra

907-581-1233

--

sdutra@northpolepolice.org



Quotation

Quote: Q-172545-1

Date: 6/26/2018 10:33 AM

Quote Expiration: 6/30/2018

Contract Start Date*: 6/26/2018

Contract Term: 5 years

AX Account Number:

110237

Bill To:

North Pole Police Dept. - AK
125 Snowman Lane
NORTH POLE, AK 99705
US

Ship To:

Steve Dutra
North Pole Police Dept. - AK
125 Snowman Lane
NORTH POLE, AK 99705
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Payment - Taser 60 Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 280.00	USD 3,640.00	USD 1,300.00	USD 2,340.00
13	11002	BLACK X26P CEW, HANDLE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
13	22010	PPM, STANDARD BATTERY PACK, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
26	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Initial Payment - Taser 60 Year 1 Total Before Discounts:						USD 3,640.00
Initial Payment - Taser 60 Year 1 Discount:						USD 1,300.00
Initial Payment - Taser 60 Year 1 Net Amount Due:						USD 2,340.00

Taser 60 Year 2 - 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 280.00	USD 3,640.00	USD 0.00	USD 3,640.00
Taser 60 Year 2 - 2019 Total Before Discounts:						USD 3,640.00
Taser 60 Year 2 - 2019 Net Amount Due:						USD 3,640.00

Taser 60 Year 3 - 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 280.00	USD 3,640.00	USD 0.00	USD 3,640.00
Taser 60 Year 3 - 2020 Total Before Discounts:						USD 3,640.00
Taser 60 Year 3 - 2020 Net Amount Due:						USD 3,640.00

Taser 60 Year 4 - 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 280.00	USD 3,640.00	USD 0.00	USD 3,640.00
Taser 60 Year 4 - 2021 Total Before Discounts:						USD 3,640.00
Taser 60 Year 4 - 2021 Net Amount Due:						USD 3,640.00

Taser 60 Year 5 - 2022

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
13	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 280.00	USD 3,640.00	USD 0.00	USD 3,640.00
Taser 60 Year 5 - 2022 Total Before Discounts:						USD 3,640.00
Taser 60 Year 5 - 2022 Net Amount Due:						USD 3,640.00

Grand Total USD 16,900.00

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-172545-1

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
© 2013 Axon Enterprise, Inc. All rights reserved.



Certificate of Destruction

Agency Name: _____

Quote/PO Number: _____

**Product/ Quantity to be
destroyed:**

M26: _____

X26: _____

Other: _____

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by:

Signature (Digital is acceptable or scan)

Printed name, title

Date

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.

1 **CITY OF NORTH POLE**
2 **RESOLUTION 18-05**

3 **A RESOLUTION OF THE CITY OF NORTH POLE PLACING AN AMENDMENT TO THE**
4 **CITY OF NORTH POLE CHARTER ON THE OCTOBER 2, 2018 BALLOT CONCERNING**
5 **ARTICLE V THE ADMINISTRATIVE SERVICE**

6 **WHEREAS**, the City of North Pole adopted a Home Rule Charter in 1970; and

7 **WHEREAS**, the City has done a legal review of the North Pole Municipal Code and recommendations
8 are made to align with current practice; and

9 **WHEREAS**, department head positions are appointed by the mayor; and

10 **WHEREAS**, the clerk positions are chosen based on qualifications and are done so by the appropriate
11 department head and should not be appointed positions.

12 **WHEREAS**, the public has been invited to review the changes to the charter at a public hearing on this
13 issue during the regular scheduled council meeting of July 16th, 2018.

14 **NOW THEREFORE BE IT RESOLVED**, by the North Pole City Council, that the following changes
15 to the North Pole City Charter be placed before the voters on the October 2, 2018 municipal elections as
16 follows:

17 **BE IT FURTHER RESOLVED THAT** amendments are proposed by inserting the text underlined and
18 removing the words that are ~~stricken~~:

19 **Chapter V; THE ADMINISTRATIVE SERVICE**

20 Section 5.3.

21 (a) The City Clerk, the City Attorney, and the City Manager, if any, shall be appointed by the
22 Council. They shall hold office for indefinite terms at the pleasure of the Council.

23 (b) The Director of City Services, Police Chief, Fire Chief, and Accountant, ~~Accounts~~
24 ~~Receivable/Utility Billing Clerk, and Accounts Payable/Receptionist~~ shall be appointed by the
25 Mayor. Termination of the Director of City Services, Police Chief, Fire Chief and Accountant
26 shall be subject to ratification by a majority vote of the City Council.

27 (c) Members of City boards and commissions shall be appointed by the Mayor subject to
28 confirmation by the Council and shall serve for the terms provided in the Code.

29 (d) Council shall provide in the Code for the employment of City employees on the basis of
30 merit and fitness.

31 (e) There shall be no discrimination in the selection, discharge, and fixing of the terms and
32 conditions of employment of City employees which is prohibited by the Constitution of the

33 United States of America, the Constitution of the State of Alaska, or any law which prohibits
34 discrimination and is applicable to the City.

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

37 _____
38 Bryce J. Ward, Mayor

39 ATTEST:

40
41 _____
42 Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

1 **CITY OF NORTH POLE**
2 **RESOLUTION 18-07**

3 **A RESOLUTION OF THE CITY OF NORTH POLE PLACING AN AMENDMENT TO THE**
4 **CITY OF NORTH POLE CHARTER ON THE OCTOBER 2, 2018 BALLOT CONCERNING**
5 **ARTICLE VII TAXATION**

6 **WHEREAS**, the City of North Pole adopted a Home Rule Charter in 1970; and

7 **WHEREAS**, in 2016 the City voters upheld a citizen petition that prohibited marijuana businesses within
8 city limits; and

9 **WHEREAS**, a change to the City Charter would maintain this prohibition unless overturned by the voters
10 in an election; and,

11 **WHEREAS**, industry should be aware of the position the City has taken to the marijuana industry; and,

12 **WHEREAS**, the public has been invited to review the changes to the charter at a public hearing on this
13 issue during the regular scheduled council meeting of July 16th, 2018.

14 **NOW THEREFORE BE IT RESOLVED**, by the North Pole City Council, that the following changes
15 to the North Pole City Charter be placed before the voters on the October 2, 2018 municipal elections as
16 follows:

17 **BE IT FURTHER RESOLVED THAT** amendments are proposed by inserting the text underlined and
18 removing the words that are ~~stricken~~:

19 **Chapter VII; TAXATION**

20 **MARIJUANA ESTABLISHMENT REGULATIONS AND TAXATION:**
21 **Section 7.04 All marijuana businesses are prohibited in the City of North Pole.**
22

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

25 _____
26 Bryce J. Ward, Mayor

27 ATTEST:

28 _____
29 Judy L. Binkley, North Pole City Clerk
30

PASSED/FAILED Yes: No: Absent
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1 **CITY OF NORTH POLE**
2 **RESOLUTION 18-08**

3 **A RESOLUTION OF THE CITY OF NORTH POLE PLACING AN AMENDMENT TO THE**
4 **CITY OF NORTH POLE CHARTER ON THE OCTOBER 2, 2018 BALLOT CONCERNING**
5 **ARTICLE XIV REVISION AND AMENDMENT**

6 **WHEREAS**, the City of North Pole adopted a Home Rule Charter in 1970; and

7 **WHEREAS**, the City has done a legal review of the North Pole Municipal Code and recommendations
8 are made to align with current practice; and

9 **WHEREAS**, adding language to specify the timeframe allowed for charter changes is in the best interest
10 of the city; and

11 **WHEREAS**, Chapter IV of the charter already requires ordinances and resolutions by petition to follow
12 state law; and,

13 **WHEREAS**, it's in the best interest of the city to clearly explain the timeframe and requirements for
14 changes to the North Pole Charter; and,

15 **WHEREAS**, the public has been invited to review the changes to the charter at a public hearing on this
16 issue during the regular scheduled council meeting of July 16th, 2018.

17 **NOW THEREFORE BE IT RESOLVED**, by the North Pole City Council, that the following changes
18 to the North Pole City Charter be placed before the voters on the October 2, 2018 municipal elections as
19 follows:

20 **BE IT FURTHER RESOLVED THAT** amendments are proposed by inserting the text underlined and
21 removing the words that are ~~stricken~~:

22 **Chapter XIV; REVISION AND AMENDMENT**

23 **AMENDMENT OF CHARTER BY INITIATORY PETITION:**

24 Section 14.4. An initiatory petition for the amendment of this Charter ~~shall state the proposed~~
25 ~~amendment, shall set forth all sections of the Charter to be amended thereby in full, shall be signed by the~~
26 ~~number of electors required for the initiation of ordinances, and shall be filed with the City Clerk. If the~~
27 petition therefor is proper and in order, the Council shall submit the proposed amendment to the electors
28 of the City at the next regular City election which is to be held more than ninety (90) days following the
29 filing of the petition. Amendment of the Charter shall become effective if approved by a majority of
30 qualified voters voting on the question.

31 a. An initiatory petition for the amendment of this Charter shall comply with State Law applicable
32 to initiatives and referendums which the City adopts by reference as part of the Charter. (See AS
33 Title 29).

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
--

125 Snowman Ln
North Pole, Alaska
99705
907-888-4444
907-488-8584

City of North Pole
Office of the Mayor

Memo

To: North Pole City Council
From: Mayor Ward
CC:
Date: July 10, 2018
Re: Developers Agreement

Council,

Please review the attached revision of the Developers Agreement with Northstar Developers. This third revision reflect the changes due to the sale of what was proposed to be phase 7 of the development to the gravel extraction business in order to prevent housing from being built by the pit while in operation. The change in the agreement removes phase 7 and requires the new owner to pursue a new developers agreement when and if it is subdivided in the future. This does not change any of the design plans as agreed to previously. This version is meant to supersede all other previous agreements with Northstar Developers regarding the Brookside park.

Sincerely,

Mayor Bryce J. Ward

DEVELOPMENT AGREEMENT

FOR THE

Brookside Park



By and Between the

CITY OF NORTH POLE, ALASKA

And

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

2018

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Attachments:

Design and Construction Guidelines for the City of North Pole (“CONP”) Street and Drainage Systems	10 pages
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Drainage Plan - Proposed Brookside Park 8/15/17 (Psalms Blvd & Courts)	10 pages
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Drainage Plan – Proposed Brookside Park 3/19/18 (Blanket Blvd & Courts)	7 pages
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Typical Road Sections for Brookside Park (at dedication & CONP standards)	8 pages
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Typical Walking Path Section – Blanket Blvd. and Psalms Blvd.	1 page
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Proposed Preliminary Plat for Brookside Park	2 pages
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Proposed Phasing for Brookside Park	1 page
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Memorandum of Agreement “MOA”: City of North Pole Mayor or designee will solicit bids for a MOA for road plan review and inspection services, for each phase, beginning with phase two. After an agreement is reached between the City of North Pole, third party inspector/s and the Developer, the signed MOA will be part of this agreement.

Brookside Park

THIS AGREEMENT, made this 16th day of ~~April~~ **July**, 2018, between the CITY OF NORTH POLE, 125 Snowman Ln, North Pole, Alaska, 99705, a municipal corporation of the State of Alaska, hereinafter referred to as the "CITY", and North Star Developers, PO Box 56881, North Pole, Alaska 99705, their heirs and assigns, hereinafter referred to as the "DEVELOPER".

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

SECTION 1. THE DEVELOPER:

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

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

1.15 In addition, the Developer shall pay the City one hundred percent (100%) for all the associated expenses incurred by the City, including costs for preparation of this developer's agreement, and review, plan check, test, administration, and inspection of these improvements. City labor / administration ¹costs are billed as a reimbursable cost through an agreement with an engineering firm of the City's choice. See attachments for MOA with Stantec Consulting Services, Inc. for plan review and inspection services of roads. The effective start date of the billings will be September 22, 2017. All these costs shall be paid promptly upon billing and by the 31st of December of the year in which they accrued and before acceptance of the improvements by the City. City billings are anticipated to be on a quarterly basis.

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

1.25 Brookside Park is a multi-phased project² consisting of over 200 acres, thus each stage will be carried out incrementally³ with the first phase, ⁴dedicating Blanket Blvd, and Psalms Blvd

¹ CONP will ensure City labor, administration, and MOA costs/testing are consistent with similar area projects and endeavor to avoid duplication of Developer costs.

² See Appendix C, Completion Schedule

from the terminus of the newly dedicated Blanket Blvd to Buzby to the City, providing minimum legal constructed access to newly created tracts. This initial phase will replat the two large parcels⁵ into ⁶tracts⁷. After the road surfaces are completed, to the agreed City standards and accepted by the City Council, their maintenance will be handed over to the City, until that time road maintenance will be the responsibility of the Developer.

In lieu of a performance bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust on a property, agreed to by the Mayor, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than the estimated construction cost for completing the improvements plus City administration costs. No construction shall begin until a performance bond or deed of trust has been agreed to and approved by the City. The Developer is guaranteeing completion of the public improvements before the final plat is submitted to the Fairbanks North Star Borough to the satisfaction of the City. The City will release the note and deed of trust on said property only after the improvements are constructed and accepted by the City. Each phase will have a bond amount established and agreed on by the Mayor or designee. If the value of the land exceeds the required performance bond, additional land may be used in lieu of the performance bond.

The City will release the Deed of Trust upon satisfactory completion of the improvements and acceptance by City Council. The Developer may, with the Mayor's consent, have the deed transferred to another parcel, or to replace it with a cash bond. In any instance, the developer agrees to maintain the security needed by the city.

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 administering the project that includes, but is not limited to, reviewing, plan checking, testing and inspecting. This deposit is not to be construed as an estimate and the Developer will be billed for actual costs associated with this project per Section 1.15. No work shall be permitted to begin until the overall engineering report for all improvements, public and non-public, and the final plans and specifications have been reviewed and approved in writing by the Mayor or Mayor's designee.

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

³ See attached Brookside Park plat showing phases. The cost to develop each phase will vary thus the land to be held, in lieu of bond, will be established according to the estimated cost to carry out street work for that specific phase.

⁴ The City has keys to gates to maintain their easements and utilities. The gates protect City assets and Developer investments from destruction and theft. The Developer may keep roads gated when not open to public and until maintenance is handed over to the City or until land beyond the gated area is sold.

⁵ See Appendix 'A' – Legal Description.

⁶ The schedule of completion is set forth in Appendix 'C'.

⁷ The Trustees of the David Ainley Revocable Trust established a development plan which was approved by a Fairbanks District Court judge.

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

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

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

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

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

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

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

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

the Developer shall be made to the City in writing on or before the tenth day following the day in which the alleged delay is said to have occurred. The City shall not be liable for costs incurred by these delays.

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

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

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

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

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

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

SECTION 2. THE CITY:

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

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

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

SECTION 3. APPENDICES:

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

APPENDIX 'A' Legal Description

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

APPENDIX 'C' Completion Schedule

APPENDIX 'D' Traffic control plan

APPENDIX 'E' Storm water plan (if required)

APPENDIX 'F' Temporary Roadway Maintenance Agreement

SECTION 4. GENERAL:

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

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

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

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

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

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

By: _____ Date: _____
Gerald Koerner, General Manager

By: _____ Date: _____
Jess Garn, Assistant Manager

By: _____ Date: _____
Alan Corrick, Deputy Manager

Owner: City of North Pole

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

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

City Acknowledgment

State of Alaska)
) ss
Fourth Judicial District)

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

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

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

Developer Acknowledgment #1

State of Alaska)
) ss
Fourth Judicial District)

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

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

NOTARY PUBLIC:
Commission Expires: _____

Developer Acknowledgment #2

State of Alaska)
) ss
Fourth Judicial District)

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

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

NOTARY PUBLIC:
Commission Expires: _____

Developer Acknowledgment #3

State of Alaska)
) ss
Fourth Judicial District)

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

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

NOTARY PUBLIC:
Commission Expires: _____

APPENDIX ‘A’

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

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

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

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

Please see attached Proposed Preliminary Plat Brookside Park

APPENDIX 'B'

PUBLIC IMPROVEMENTS TO BE CONVEYED TO THE CITY

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

Mr. Ainley developed over 600 acres of land in North Pole. Those include: Beaver, Beaver East, Baker, Mission Homestead, North Star I and portions of other Subdivisions. North Star Developers continues to develop, divide and sell land with the current focus on over 200 acres in the southern portion of the City. The primary purpose of the Developer is to sell the remaining land and distribute proceeds to not-for-profit organizations that meet humanitarian, spiritual, food, lodging and other needs of mankind. The Trustees of the David Ainley Revocable Trust established a development plan which was approved by a Fairbanks District Court judge and this Developers Agreement includes portions of that plan. The Developer, with the continuing partnership of the City, desires to continue to establish new subdivisions that link to existing subdivisions. This is a continuation of the Master Plan adopted by Mr. Ainley back in the 1970's. The Developer desires to continue to enhance the community with better roads, walking paths⁸, improvements and where practical, expansion to existing sewer and water infrastructure. The Developer will meet or exceed FNSB Title 17 road design standards. Attached are the three road configurations⁹.

The following will be an overview of the phasing and construction timeframe for construction, maintenance and dedication of all roads. The Developer has chosen to develop land in a ¹⁰phased approach, of which is outlined in the attached preliminary plat phasing diagram for Brookside Park. The plat phasing plan as outlined in the attachments to this agreement provide the phasing for platting approval only and do not constitute the road construction phasing as agreed to by the City and the Developer for the purposes of construction of roads to City standards and eventual ownership and maintenance of developed road once accepted by the City.

Phase one of the Brookside replat requires dedication of Blanket Blvd and Psalms Blvd from Blanket Blvd to Buzby Road. All of Blanket shall be constructed to the minimum road base standard as outlined in this agreement. Psalms Blvd from Buzby Road to and including the ~~temporary cul-de-sac~~ "T" intersection at Glory Court, shall be constructed to the minimum road base standard as outlined in this agreement. The temporary Psalms Blvd west of the ~~temporary cul-de-sac~~ "T" intersection, at Glory Court, to the intersection

⁸ The walking path, within each phase, starting with phase two, will be finalized prior to submission to City for acceptance of street/s in that phase. The path will meander within the Blanket Blvd median within top of ditch back-slopes to retain as much natural aesthetics as possible and meander within ROW of Psalms Blvd. between the edge of ROW and top of ditch back-slope. The path will be at minimum of 4" above median ground level with 5" compacted E-1. The path will be flush with intersecting roads and appropriate signage for vehicular traffic control installed.

⁹ Typical Road Sections for Brookside Park; R&M Engineering Consultants, Jim Wellman, RPE, CE-1752

¹⁰ FNSB 17.12.030.J.2 allows flexibility in caring out phases. The FNSB will specify on the plat; The first phase shall be submitted by (date) and the last phase shall be submitted by (date).

of Blanket Blvd shall be to the minimum road base standard at each platting phase as outlined in the Brookside replat. All other roads required to be platted and constructed by the standards set forth by the Fairbanks North Star Borough shall be done so at the time of each specified phase, to the minimum road base standard as agreed to for the road sections included in the phase, to include placement of required street signs. All roads will be inspected by the City's selected engineer during construction for base material and site conditions. Roads will not be required to be built beyond the minimum standard as required by the Fairbanks North Star Borough and specified as the road base standard in this agreement until specified lots are sold or further developed, at that time, as agreed to in this contract, the Developer shall complete the road to the standard outlined in this agreement to include all walking paths and street signage. A work plan shall be submitted to the City prior to construction of any road or paving, to ensure proper inspections can be completed. All roads dedicated this plat to include Clear Water Court and the Blanket Extension (see plat 2010-81 F.R.D.) shall be the maintenance responsibility of the Developer and shall have signs posted at the entrances to the development stating "City road maintenance ends" until the City accepts the road, at which time the signs shall be removed. The developer shall make all efforts to give a presentation to the City Council each spring on the progress made and expected construction schedule.

During each phase (1-~~76~~) of the land surrounding Psalms Blvd, the road sections required to be built by Fairbanks North Star Borough plating standards shall be done so to the minimum base standard as provide for within this agreement. The Developer will not be required to finish the roads to the City paved standard until 80% of lots 1-~~4532~~ (in phase 1-~~76~~) are developed (sale of ~~3625~~ of ~~4532~~ lots). The Developer will be required to notify the City at the time 80% of the lots are sold, at which time the Developer will have 1 year from the closing of the ~~3625~~th lot to have completed the paving and have City acceptance. At the time of acceptance of the roads by the City, non-local truck traffic on Psalms Blvd. from the gravel pit on Tract G shall be limited to three trucks per hour. If the Developer desires to pave Psalms Blvd prior to 80% of lots 1-~~4532~~ being sold, then truck traffic on Psalms Blvd. from the gravel pit on Tract G shall be limited to three trucks per hour. However, if the Developer chooses to pave the portion of Psalms Blvd adjacent to Tract C. prior to the sale of 80% of lots 1-~~4532~~ the Developer and mayor or the mayor's designee may agree to a modified road design to accommodate the heavy truck traffic from the gravel pit. The area encompassing phase 7 has been sold. It will require a new Developer Agreement when/if completed according to the preliminary plat approved by the Fairbanks North Star Borough on May 16th, 2018. When /if phase 7 is developed consideration shall be given to keep the standards of the total development consistent.

Development of phase 8: The sale of lots 1-4 will require the completion and paving of Blanket Blvd within the portions dedicated under plat (2010-81 F.R.D.) and Clear Water Court. The Developer will be required to notify the City at the time all these lots are sold, at which time the Developer will have 1 year from the real-estate closing of the last lot to have completed the paving and have City acceptance.

Development of Tract D and E: The sale of Tract D or E will require the completion and paving of Blanket Blvd. to include the portions of Blanket dedicated under plat (2010-81 F.R.D.) to approximately 150' north of High Water Creek. The Developer will be required to notify the City at the time Tracts D or E are sold, at which time the Developer will have

1 year from the real-estate closing of the Tracts of land to have completed the paving and have City acceptance.

Development of Tract F or A: The Sale of Tract F or A will require the completion and paving of Blanket Blvd. from the cross-over on Blanket Blvd. approximately 150's north of High Water Creek to the intersection of Psalms Blvd. The Developer will be required to notify the City at the time Tract F or A are sold, at which time the Developer will have 1 year from the finalizing of the real-estate closing of the Tracts of land to have completed the paving and have City acceptance. In the event that Tract D or E have not been sold AND Psalms Blvd have not been completed with paving then the Developer may request to delay paving and finish until Psalms Blvd is paved OR until the remaining section of Blanket will be paved.

Minor Collector - Psalms Blvd construction began in 2008 to City road base standards at the time, with the City water line paralleling the street. This is an undivided single two-lane street, two-way configuration that will consist of two 12-foot lanes, separated five-foot minimum walking path and one foot shoulders with Developer to meet or exceed City standards of 18" classified fill, 4" crushed rock and 1.5" asphalt surface. The road center line will be offset to the north approximately 2.5 feet between lots 1 and ~~3532~~ to better protect the existing city water line.

Psalms Blvd will maintain this consistent typical road section, except however, for the last 750' of the eastern end of Psalms Blvd by Buzby Road where the ROW transitions from 60' to 70' in the vicinity of Lot 1 and the Beaver Spring Creek crossing and the roadway center line varies within the north side of ROW curve. This expanded ROW width area is intended to better accommodate future commercial traffic generated by Tract C and existing North Star II Buzby Plat No. 2013-26 F.R.D. Lot 6.

The full road ROW limits will be cleared. Walking path location will be determined with agreement of the Mayor or Mayor's designee, the typical section for the walking path shall be provided for within the agreement. Psalms Blvd will have access/egress at Buzby Road and the southernmost end of Blanket Blvd. Temporary Cul-de-sac's will have a 120' ROW diameter, shall consist of a minimum 96 feet outside turning diameter with a minimum 11-foot lane width and it shall consist of the same road standards mentioned above and will also be cleared within ROW limits. The temporary cul-de-sacs will be removed by the Developer prior to conveyance to the City with the road surface/shoulder adjusted to meet Psalms Blvd standards. Psalms Blvd. is approximately 3,300 feet long.

Variances requests are:

- The Developer requests to maintain FNSB Title 17 ROW standard of 60', whereas the City standard is 80'.
 - Reasoning: A 60' ROW is needed because of the existing Beaver Springs Pond boundaries, existing City water main and easement, PUE land constraints, and DEC separation requirements from City water line, pond and creeks. Expanding the ROW to the City 80' ROW would damage the Developer's ability to develop lots along the lake, which will negatively impact the Developers ability to carry out the residential project.

- The Developer requests to modify road shoulder to one foot with a separated five feet minimum walking path. The FNSB Title 17 road standard is two feet and City standard is four feet, however both street designs are without separated walking path.
 - Reasoning: For pedestrian protection and to reduce anticipated future maintenance issues due to destructive consequences of four-wheelers driving on wider shoulders (as witnessed in other popular corridors).
- The Developer requests to modify street shoulder material to one foot of crushed rock. The City standard material is minimum 1.5-inch asphalt pavement.
 - Reasoning: The Developer is proposing a two foot wider paved 'traveled way' that the FNSB Title 17 standard of 10 feet. That may be considered as adding one foot of paved shoulder to each side of the street to protect a minimum of 10 foot 'traveled way' plus adding an additional one foot of crushed rock shoulders to either side to further protect the edge of pavement. The one-foot crushed rock shoulders also extends some lateral support to the actual roadway structure provided by the gravel and crushed rock material layers.
- The Developer requests to modify typical road section for Psalms Blvd. to offset road center line to the north approximately 2.5 feet from the alignment of the ROW center line between lots 1 and ~~3532~~.
 - Reasoning: The offset will better protect the existing city water line from reduced physical and thermal covering.
- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan. The steeper slope will better protect the city water line.
- The Developer requests to modify street requirements for Psalms Blvd. during the sale of lots from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-~~4532~~ are sold.

Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's, cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible. After 80% of lots 1-~~4532~~ are, sold export of gravel from Tract G will be limited to three outgoing trucks per hour on Psalms Blvd. The road will remain gated and off limits to public traffic to protect at the terminus of each phase.

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

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

Variances requests are:

- The Developer requests to modify street requirements for Blanket Blvd. during the sale of lots from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surface standards when required. The road will remain gated and off limits to public traffic to protect the road base until residential construction is occupied and then gates will be relocated beyond residential construction area.
 - Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's, cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible.
- The Developer requests flat ditches in the limited section between Clear Water Court and High-Water Creek.
 - Reasoning: The existing soil types are relatively free draining and are expected to absorb the runoff. The runoff quantity was calculated based on a 10-year peak rainfall rate for one hour in North Pole, whereas the CONP standards only require the minimum acceptable drainage system design of a 5-year rate. Safety concerns for extra deep ditch depth if sloped. Culverts will be provided at all ditch crossings to permit equalization of flow in the ditches. The flat ditch is designed for both absorption and to overflow into High Water Creek.
- The Developer requests the two-way road vary within wide ¹¹100' ROW.
 - Reasoning: The existing road base center line does not follow exactly 25' from edge of ROW and road must meander slightly away from existing city sewer lift stations and controls.

¹¹ The Developer added 10' of drainage easement both sides of the 100' ROW to better accommodate snow removal and slight meandering of road.

- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan.
- Road ways shall be cleared for 15' from center line of traveled way and be cleared not more than 2' beyond edges of walking path.
 - Reasoning: The existing ROW is extra wide to retain as much natural aesthetics as possible and a meandering walking path similar to the existing path at the northern end of Blanket Blvd.

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

Variance requests are:

- The Developer requests to increase ROW width to 50', from FNSB Title 17 ROW standard of 40' whereas City standard of 60'.
 - Reasoning: These side streets serve less than 10 residential lots¹³, are very short, and expect minimal traffic and wear.
- The Developer requests modify street shoulder to one foot.
 - Reasoning: These side streets serve less than 10 residential lots, are very short, and minimal pedestrian traffic is anticipated. Note: Reduced shoulders were recently approved for a high density residential district in the City.
- The Developer requests to modify street shoulder material to one foot of crushed rock.
 - Reasoning: The Developer is proposing a two foot wider paved 'traveled way' than the FNSB Title 17 standard of 10 feet. That may be considered as adding two feet of paved shoulder to each side of the street to protect a minimum of 10 foot 'traveled way'. The one-foot crushed rock shoulders also extend some lateral support to the actual roadway structure provided by the gravel and crushed rock material layers.
- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan.
- The Developer requests to modify streets during the sale of lots from the FNSB Title 17 minimum 3" E-1 surface topping minimum 12" classified fill (base

¹² Clear Water Court will be consistent 11-foot lanes with one-foot shoulder.

¹³ See FNSB Road Standard for Local 1 residential lots.

material) to 12" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-~~4532~~ are sold. Or as specified for each specific phase.

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

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

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

If modifications to the Drainage plan are required to meet field conditions, revisions will be approved by agreement with the Mayor or designee.

Definitions of material:

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

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

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

APPENDIX 'C'

COMPLETION SCHEDULE

Brookside Park is a multi-phased project consisting of over 200 acres, thus each stage will be carried out incrementally with the first phase, dedicating Blanket Blvd, and Psalms Blvd from the terminus of the newly dedicated Blanket Blvd to Buzby to the City, providing minimum legal constructed access to newly created tracts.

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

1. Submit Preliminary Design Report, Plans and Specifications to the CONP for approval: **March 26, 2018.**
2. Final Design - provide a copy of proposed technical plans and specs for construction contractor bidders to the CONP for approval: **on or before ~~June 4~~ September 3rd, 2018**
3. CONP and FNSB Assembly Approvals;
 - a. FNSB Zoning: January 25, 2018
 - b. FNSB Platting: May 16, 2018 preliminary approval
 - c. US Army Corps of Engineers Wetland Permit: NA
 - d. ADEC: NA
4. Pre-construction Conference with all key Developer representatives and contractors, City representatives and Utility representatives: **on or before ~~June 4~~ Sept 17th, 2018**
5. Notice to Proceed: **on or before ~~June 19~~ October 1, 2018**
6. Public Improvement Construction Completion: (minimum road base standard) and maximum of two years between phases.

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

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

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

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

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

Phase 6: Psalms Blvd: Approximately 700 feet of road from lot 24 to intersection of Blanket Blvd. to serve lots 25-29 and lots 30 ~~& 31-32.~~

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

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

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

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

8. Final AIMF Conveyance: No later than October 31, 2034.

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

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

APPENDIX ‘D’

TRAFFIC CONTROL PLAN

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

APPENDIX ‘E’

STORM WATER PERMIT

The area of disturbance is considered maintenance within minimal grading of existing gravel roads, compaction, placement of D1 material and paving. Please see attached Drainage Plans for proposed Brookside Park. It is the Developers responsibility to maintain compliance with all storm water requirements with applicable jurisdictions.

APPENDIX 'F'

TEMPORARY ROADWAY MAINTENANCE AGREEMENT

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

Temporary road maintenance will include the following:

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

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: July 12, 2018
Subject: Accept professional services agreement with Stantec Consulting, Inc. to generate Operational Plans in support of the Water System Expansion Project and Routine Utility Operations

Recommendation

Accept Stantec Consulting's professional services proposal and authorize the mayor to sign the agreement on behalf of the City to generate operational plans in support of the Water System Expansion Project and routine Utility Operations. Implementation of project costs attributable to the Utility will only be authorized upon passed by the City Council of an associated ordinance and fiscal note scheduled for presentation to the Council at the August 6th and 20th Council meetings. Approval of the professional services proposal at this time is necessary to initiate the work to be funded by the sulfolane settlement agreement.

The project will be partially funded on a cost reimbursement basis by the sulfolane legal settlement and partially funded by the Utility. The Water System Project's share is \$47,130 and the Utility's share is \$36,398. Stantec's proposal is attached indicating the calculation of the funding distribution.

Background

Stantec has consulted with the City since 2009, primarily with utility projects, but has also consulted with developer agreements. As part of the settlement agreement between the City, Flint Hills Resources and State of Alaska related to sulfolane groundwater contamination, the parties to the agreement approved Stantec to provide engineering services to design the Water System Expansion. The Water System Expansion Project is under construction and Stantec is providing construction administration services for the City and project team. These services include on-site inspections, review of project submittals, review of pay requests and to serve as the City's technical representative with the construction contractor.

Approximately three months ago, I asked Stantec to assist the Utility to develop Standard Operating Procedures (SOP) and associated operational materials. The expansion of the water system will more than double the size of the system. The volume and complexity of Utility operations will become more complex as the result of the expansion. The Utility needs formalized SOP for its existing operations so it can function more efficiently and effectively to operate the existing and expanded water system. The project team for the Water System Project asked Stantec to develop SOPs and associated operational materials to support the unique features of the expanded water system. Several of these SOP are requirements of the

Alaska Department of Environmental Conservation needed to issue the Approval to Operate the expanded water system. Stantec's professional services proposal combines the work products for the Utility and Water System Project's needs.

June 22, 2018
File: 2047056203

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

Dear Mr. Butler,

Reference: North Pole 2018 Water System Expansion – Operations Plan Updates Professional Services Proposal

As a condition of the Interim Approval to Operate for the subject project, the Alaska Department of Environmental Conservation (ADEC) is requiring that City of North Pole (CONP) update the operations and regulatory compliance plans for the North Pole Water system. ADEC is requiring the updates, as the water system expansion is more than doubling the service area of the utility and adding significant new infrastructure.

Stantec Consulting Services Inc. (Stantec) is pleased to provide the City of North Pole (CONP) this proposal to assist CONP with the required plan updates.

SCOPE OF SERVICES

The scope of service for the proposed plans are as follows:

TASK 1: EMERGENCY RESPONSE PLAN UPDATES

The CONP Water Utility is currently in compliance with State and Federal requirements to maintain emergency response plans (ERPs). The existing plans will need to be reviewed against both the current regulations and the expanded CONP water system as proposed with project completion.

Two documents will need to be reviewed and updated:

1. Vulnerability Assessment and Gap Analysis (VA)
2. Emergency Response Plan (ERP)

The VA and ERP documents are relatively simple templates. These are not expected to require a great deal of effort to update.

System maps and figures required for the documents are included as part of Task 2. Plans will be provided in draft form for CONP review. Comments will be addressed, and the required documentation submitted to the CONP and ADEC under Task 4.

Reference: North Pole 2018 Water System Expansion – Operations Plan Updates Professional Services Proposal

TASK 2: OPERATIONS & MAINTENANCE (O&M) MANUAL

The CONP Water Utility does not presently have formal O&M manuals for the water treatment plant or distribution system. While the utility does have a good set of maintenance manuals for the various pumps, filters, and physical components, the overall operation of the system relies on institutional knowledge. Task 2 will create a written Operations plan for the Utility that the Operators need to understand and properly operate the expanded water plant and distribution system.

The following is a preliminary outline of the Operations Plan for consideration by the CONP. These may be revised as the plan develops.

1. **Major System Components:** This section will provide a high-level overview of the entire water system, including figures of the expanded distribution system and water plant flow diagrams.
2. **Regulatory Compliance:** This portion of the operations manual will outline major compliance activities with appendices for inclusion of related material such as the WTP ADEC permit, construction approval certificates, and sampling plans. Detailed sampling plans will be in appendices. The utility's coliform, and lead and copper sampling plans will also be in appendices; preparation of those plans is Task 3.
3. **Standard Operating Procedures:** Standard operating procedures (SOPs) will be developed to outline major activities of the system, referencing system plans and manufacturer information as required. SOPs will be developed in large part by interviews with utility operators and documenting current procedures as reported by operators, along with modifications necessary for the system under construction. A template will be developed for CONP use in adding future SOPs. The following SOPs are proposed:
 1. Water Production Overview
 2. Raw water production (wells)
 3. Filter Operation
 4. Filter Backwash - Normal
 5. Filter Backwash –Optional Backwash Pump Operation
 6. Chemical Feed Systems
 7. Emergency Deployment of Chlorine Disinfection System
 8. Interim Operations Prior to System Demands (i.e., prior to connection of adequate services to turn water over in expanded system).
 9. WTP Distribution -- City Loop Summer Operations
 10. WTP Distribution – City Loop Winter Operations
 11. Highway Park Pump Station – Zone 1, Highway Park Summer Operations
 12. Highway Park Pump Station – Zone 1, Highway Park Winter Operations

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13. Peridot Pump Station – Zone 2, 3 and 4 Summer Operations
14. Peridot Pump Station – Zone 2, 3 and 4 Winter Operations
15. Peridot Pump Station – Zone 2 Return Supply to City Loop
16. Peridot Pump Station – Standby High-Volume Pump Operation
17. Peridot Reservoir
18. Regulatory Compliance Sampling
19. Instrument Maintenance and Calibration

This is a proposed list. If we omitted any major elements, please let us know so we can revise the project scope. Additions to the list may require modification of the budget and fee via amendment.

Flow diagrams, schematics and narratives will be developed for different operations modes to accompany related SOPs. Coordination with operators is expected to be via an in-person kick-off meeting with additional coordination via email. The draft is expected to note items for CONP to incorporate or provide for finalization. Plans will be provided in draft form for CONP review. We will meet with the CONP and operators to review the draft plan and comments in person. Comments will then be addressed, and the required documentation submitted to the CONP and ADEC under Task 4.

TASK 3: COLIFORM, LEAD AND COPPER SAMPLING PLANS

CONP presently samples the water system for coliform bacteria, and lead and copper in accordance with existing sampling plans approved by the ADEC. The water system expansion will add 600 or more water services. ADEC has notified CONP that plan revisions will be required, subject to ADEC approval.

The current Approval to Construct letter for the water system notes that sampling plan updates will be required prior to receiving interim approval to operate. However, since many of the water services may not exist until 2020 or later, it is premature to update the sampling plans at this time. Stantec discussed the sampling plan updates with Clarissa Bearden, the compliance specialist assigned to the CONP drinking water program. Clarissa confirmed (6/14/18) that these plans should not be updated until service connections are made. As such, we have included the required scope and fee for the plan updates, with the expectation that this part of the project will not occur until 2020. In the event ADEC does require a “interim” coliform testing plan for the circulating distribution loops in the year or two prior to installation of services, Stantec will prepare that temporary testing plan under this task.

The plan update consists of:

1. Revision of the existing sample plan maps to show the full current and expanded water distribution system, with sample sites. Note that coliform sample sites and lead and copper sites are not related and have different sampling requirements and plans.

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2. Determination of number of additional coliform testing locations, and siting of the sample locations in the expanded system. This will include locations for alternate and repeat samples. We will provide tables of required sampling frequency and site rotation.
3. Determination of number of additional lead and copper sample locations. The CONP will need to identify which homes have copper piping, as only homes with copper piping may be used for this plan. We recommend this be done in conjunction with the water service application program. The CONP will be responsible for obtaining a sampling agreement from the homeowner; again, this could be part of the water service application. We will provide tables of required sampling frequency.

Sample maps will be prepared in ArcGIS and a shape file of sample locations provided.

With approval of the draft submittal, Stantec will submit the plan updates to ADEC for approval. Once ADEC has accepted the plans, a new set of laminated sample maps in tabloid format will be provided for CONP use.

TASK 4: FINAL SUBMITTAL

Upon receipt of comments, final plans will be prepared for CONP use. Two hard copies of the Vulnerability Assessment and Gap Analysis, Emergency Response Plan, and O&M manual will be provided. The O&M manual will be in a 3-ring binder to allow for maintenance with the other plans bound separately. Plans will also be provided in PDF and MS Word formats.

Portions of the plans will be submitted to ADEC on behalf of the CONP as part of the interim and final approval to operate requests, including the Vulnerability Assessment and Gap Analysis and Emergency Response Plan (just the cover pages indicating update and biennial update), certification forms, and O&M Manual table of contents.

The VA, ERP and O&M manuals are not to be submitted to ADEC in full. ADEC (Johnny Mendez) has indicated that they want confirmation that the updates are done, but that they do not want full copies.

The coliform and lead and copper sampling plans will be submitted to the drinking water program specialist when they are prepared and accepted by the City.

TASK 5: PROJECT MANAGEMENT, QA / QC

The Stantec project manager will review all deliverables before submittal, as well as prepare and submit invoices and monitor completion of tasks and deliverables. Additionally, a third-party reviewer, not directly involved in the development of the plans will verify that the deliverables will meet contract requirements, industry expectations, and CONP needs.

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Reference: North Pole 2018 Water System Expansion – Operations Plan Updates Professional Services Proposal

ASSUMPTIONS AND/OR EXCLUSIONS

- Submittals will be electronic only, in PDF format, unless otherwise noted.
- Stantec has assumed CONP has adequate source water monitoring plans for the existing wells. We are not updating the source water testing or sampling plans, but will provide an appendix for the existing plans in the Operations Manual.
- Items not specifically included in the scope outlined herein are not part of our proposal. Where either Stantec or CONP identify additional work that may benefit the project, the work can be provided by amendment at contract rates as CONP directs.

SCHEDULE

Based on acceptance of this proposal and notice to proceed of July 3 the following schedule is proposed. The schedule will be finalized with the CONP upon notice-to-proceed.

Table 1: Preliminary Schedule

Activity	Approximate Completion Date
Task 1 – Plan Updates	
Draft submittal VA and ERP	July 30, 2018
Task 2 – O&M Manual	
Kick off Meeting and site visit with operators	July 17, 2018
Draft O&M Manual	August 15, 2018
Review meeting with operators	August 22, 2018
Task 3: Final Submittal	
Submittal to CONP	Within 2 weeks of comment on draft
Submittal to ADEC	Within 3 days of CONP approval of final submittal.
Task 4: Coliform, Lead and Copper Sampling Plans	Schedule to be determined, approx. 2020.
Task 5: Project Management	On going

Note: progress drafts of the O&M manual done by August 15 are expected to be sufficient for ADEC Interim approval to operate of Zone 1 and 2.

FEE

The services described here will be provided to CONP in accordance with the Professional Service Terms and Conditions previously negotiated and agreed to between Stantec and CONP. This work may be completed by change order to the existing agreement or a separate agreement. The total estimated fee for proposed services is \$83,528 to be performed on a time and materials basis. The development of this fee is shown on the attached spreadsheet.

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Reference: North Pole 2018 Water System Expansion – Operations Plan Updates Professional Services Proposal

Services will be performed at the standard Stantec billing rates in effect at the time services are provided, subject to annual adjustment. Direct expenses will be invoiced at cost plus ten percent (10%). Travel, lodging, vehicles, and supplies will be invoiced at cost, without markup.

A worksheet showing the development and assumptions inherent in this fee is attached. The project will be invoiced monthly.

CLOSURE

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

Thank you,

Stantec Consulting Services Inc.



Dean Syta PE
Principal

Phone: 907-343-5260
Fax: 907-258-4653
dean.syta@stantec.com

Attachment: As indicated

c. file

sg \\us1308-f01\shared_projects\2047056203_management_cm_2018_water_exp\contracts\operations_plan\20180605_conp_ops_plan.docx

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	Project / CA Manager Dean Syta, P.E. or Third Party QC Reviewer TBD	Civil Engineering / Inspector Leslie Petre, EIT or Jake Alward, EIT	Process Engineer Brian Miskill PE	Controls Engineer Phil Atkinson	Civil / Environmental Engineer Stephanie Gould, PE	CAD and GIS Support Cindi Pannone	Administrative Support Ursula Dickinson / Melody Franklin	Total Hours	Labor Costs	Expenses	TOTAL COSTS
Hourly Rate - will be charged at rate in effect each year	\$216	\$139	\$216	\$188	\$169	\$139	\$148				
Operation Plans Update											
Task 1: Emergency Response Plan Updates 50% Utility/50% Water System Project											
Update Vulnerability Assessment and Gap Analysis	1	8			2		1	12	\$ 1,814		\$1,814
Update Emergency Response Plan	1	8			2		1	12	\$ 1,814		\$1,814
Utility share											\$1,814
Task 2: O&M Manual 50% Utility/50% Water System Project											
Kickoff Meeting(s) with Operators to review operations	4	16			8			28	\$ 4,440	\$600	\$5,040
Figures and Drawings	2				6	24		32	\$ 4,782		\$4,782
Major System Components		4	2	2	4			12	\$ 2,040		\$2,040
Regulatory Compliance					6			6	\$ 1,014		\$1,014
Standard Operating Procedures (~19) - Drafts	16	60	16	4	60		20	176	\$ 29,104		\$29,104
Review meeting with operators	4	8			8			20	\$ 3,328	\$600	\$3,928
Utility share											\$22,954
Task 3: Coliform, Lead and Copper Sampling Plans 100% Water System Project											
Figures and Maps					2	12		14	\$ 2,006		\$2,006
Interim coliform plan if required for temporary operations	1	4			8	2		15	\$ 2,402		\$2,402
Total Coliform Sampling Plan - year 2020	1	4			12	2		19	\$ 3,078		\$3,078
Lead & Copper Sampling Plan - year 2020	1	2			12	2		17	\$ 2,800		\$2,800
Printing, Laminated maps							2	2	\$ 296	\$150	\$446
Utility share											\$0
Task 4: Final Submittal 50% Utility/50% Water System Project											
Address CONP review comments	4	40	8		24	12		88	\$ 13,876		\$13,876
ADEC submittal	1	4			4		2	11	\$ 1,744		\$1,744
Print copies for CONP		4					4	8	\$ 1,148	\$500	\$1,648
											\$8,634
Task 5: Project Management and QA/QC 50% Utility/50% Water System Project											
Utility share					8		8	32	\$ 5,992		\$5,992
											\$2,996
Sub-total hours	52	162	26	6	166	54	38	504			
Sub-total fees	\$11,232	\$22,518	\$5,616	\$1,128	\$28,054	\$7,506	\$5,624		\$81,678	\$1,850	\$83,528