



CITY OF NORTH POLE
Regular Meeting October 15, 2018
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, October 15, 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
Perry Walley	347-0135

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
3. **Invocation**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
6. **Communications from the Mayor**
 - a. September 2018 NPHS Student of the Month: Sarah Bixby
 - b. Certification of the October 2, 2018 Election
 - c. Oath of Office for Newly Elected Officials
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**

9. Ongoing Projects Report

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

11. Old Business

12. New Business

- a. Request from Jesse Douglass for Forgiveness of Utility Bills Left by Tenants.
- b. Request to Accept the 2018 SHSP Grant for \$67,323.00 20SHSP-GY18.
- c. Ordinance 18-23, An Ordinance of the North Pole City Council Updating Chapter 01 Garbage and Refuse to Title 8 Health and Safety.
- d. Ordinance 18-24, An Ordinance of the North Pole City Council Updating Chapter 02 Public Hazards to Title 8 Health and Safety.
- e. Ordinance 18-25, An Ordinance of the North Pole City Council Updating Chapter 03 Animal Nuisances to Title 8 Health and Safety.
- f. Ordinance 18-26, An Ordinance of the North Pole City Council Amending Chapter 04 Nuisances, Title 8 Health and Safety.
- g. Ordinance 18-27, An Ordinance of the North Pole City Council Amending Title 12 Maintenance of Streets, Road Rights of Way, Sidewalks or City Property.
- h. Request to Approve a Revision to the Alasconnect Agreement.
- i. Request to Approve an Extended Warranty for Suspect Fusion Welds Installed as Part of the Water System Expansion Project.

13. Executive Session

- a. Discussion of the Legal Strategy of the City of North Pole in Reference to PFOS/PFOA.

14. Council Comments

15. 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, October 1, 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, October 1, 2018 to order at 7:00 p.m.

There were present:

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

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mr. Isaacson

APPROVAL OF AGENDA

Mr. Thompson *moved to approve the agenda of October 1, 2018*

Seconded by Mr. Skipps

DISCUSSION

None

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

New Business:

- a. Request to Approve the Purchase of a 2019 4x4 Ambulance.
- b. Request to Accept the 2018 Emergency Management Performance Grant, EMS-2018-EP-00002-S01 State Grant No.: 20EMPG-GY18.
- c. Request to Authorize the Mayor to Sign the Deed Transferring Ownership of the Land

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and Building at 101 East 5th Avenue – Lot 20, Block 31 Davis Subdivision – to the North Pole Santa's Senior Center.

- d. Request to Approve the Proposal for Professional Services with Degerlund Engineering, LLC to Provide Professional Surveying Services for the City of North Pole Police Department.
- f. Resolution 18-12, A Resolution of the City of North Pole Authorizing Full Payoff of District 1 Proceeds in Advancement of Collection to the Utility Account to Fulfill Obligations Listed in Ordinance 96-11.

Seconded by Mr. Skipps

Discussion

None

On the amendment

PASSED

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

No: 0

Absent: 0

On the Agenda as amended

Discussion

None

PASSED

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

No: 0

Absent: 0

APPROVAL OF MINUTES

Ms. Welch moved to approve the Minutes of September 17, 2018

Seconded by Mr. Skipps

Discussion

None

PASSED

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

No: 0
Absent: 0

COMMUNICATIONS FROM THE MAYOR (Audio 3:28)

- September 21st I was privileged to attend the POW MIA ceremony at the Heritage Park at Eielson AFB. The ceremony was a tribute to our prisoners of war and missing in action. There are over 8000 members of our armed forces still unaccounted for.
- Staff is in preparation for the transition to the new mayor. The staff and I have a 4 day transition planned for the incoming mayor from the 16th to the 19th of October.
- October 5th at 7am, I will be giving the State of the City to the Sunrises Rotary of Fairbanks. They meet at the Carlson Center.
- The MFZ for the City was approved by the Commissioner last week. We are expecting to do the signing of sorts in the City next week and are awaiting confirmation from the Commissioner and the Governor's office.
- Proclamation: Classic Santa Forever Stamp Day.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Director of City Services, Bill Butler (Audio 7:19)

Building Department

- No new building permits issued since the September 17th Council meeting.

Public Works

- Public Works has retained three temporary summer hires into the fall due to good weather conditions and ongoing landscaping needs.

Utility Department

- Sulfolane settlement
 - Project dashboard attached to provide snapshot of project status.
 - Interim Approval to Operate issued for Zone 1 (12 Mile Village area).
 - Brush cutting in Zones 3 & 4 began last week.
 - Peridot Pump House tank filled this past weekend and undergoing required 14-days of leak testing.
- Per-and Polyfluoroalkyl Substances (PFAS) detected in local groundwater.
 - ADEC announced revised Action Level for PFAS in groundwater and surface water:

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*Minutes
October 1, 2018*

NOT A VERBATIM TRANSCRIPT

- Combined Action Level of 70 parts per trillion (ppt) for the sum of five compounds and 2 ppb for a sixth compound. (See attached Technical Memo.)
- ADEC has detected PFAS compounds above the new Action Level of determination within the city limits and in the 12 Mile Village area.
- The Utility has previously detected one of these compounds in the Utility's drinking water wells just above the detection limit (2ppt).
- The most recent test of City wells was non-detect (March 2018).
- Scheduled sampling of City wells this week.
- PFAS are considered emerging contaminate and determining how to respond is rapidly evolving. (See attached Frequently Asked Questions fact sheet issued by ADEC).
- Plan to sample wastewater influent and effluent for PFAS compounds as a proactive measure.
- **Mr. Isaacson** asked since 12 mile has had detect and Bradly Sky Ranch isn't a facility where they necessarily use that foam, what about the unprotected areas such as Morningstar, Baker, Northstar? Mr. Butler replied that we are in the process of developing a source water protection plan and figuring out the best way we can start detecting and possibly have monitoring wells.

Natural Gas Utility Board

- IGU has engaged in negotiations with Siemens Corporation to determine if they can provide gas to Fairbanks cheaper than IGU.
- **Mayor Ward** asked when they expect to come to terms on negotiations with Siemens. Mr. Butler replied there is a meeting tomorrow and hopefully they'll announce something.
- **Mr. Walley** asked about the projected price and wholesale price and has heard numbers for the last 2 years. Mr. Butler replied that the FNG negotiated price from Cook Inlet comes in at about \$8 so consumers are paying \$17-\$18. Hopefully with the Siemens approach, the cost to homeowners could be reduced to \$15.
- **Mr. Isaacson** asked for clarification that the AIEDA board might object to this because FNG was purchased and its parent companies were purchased by IGU and conceivably if Siemens comes in, you no longer have value in FNG. Mr. Butler replied that IGU is FNG. Nothing stops IGU from continuing to operate that plant. It's part of the mix and continues to exist and IGU could use it for backup.
- **Mr. Walley** stated that IGU wouldn't have to produce so that that's a huge cost savings.

Fire Dept., Chief Coon (Audio 27:03)

- FF-1 class is still ongoing. The class will test out on December 1st.
- I attended the 2018 Alaska State Fire Conference this last week. While there, I attended training on state and federal grants, leadership, communications, and a seminar from ISO. I also attended a vendor show where several apparatus manufacturers were present.
- At the conference I participated in Alaska Fire Chiefs Association board meetings. I was elected to another two-year term as a board member.
- Michelle is working with Laserfiche to electronically store some of our fire, EMS, and training records.
- I gave a presentation to the Santa Seniors last month on SMART911 and talked to them about bleeding control kits that will become more common on public assembly and educational facilities in and around our borough. A lot of the seniors made it a point to talk to me about our medics and how thankful they were that we have such amazing people at the fire department.
- The department did some bleeding control training for the school district admin last Friday. It was well received and we are looking forward to doing more of this training for the district and members of the public.
- FD budget looks good and we are expecting to be under budget in several areas. It would be good to transfer any under budget funds into the fleet replacement fund as we are expecting to spend everything in the fund to replace an ambulance this year.
- Maintenance Report:

<u>Medic 21</u>	98,257 miles
<u>Medic</u>	120,527 miles
<u>Medic 23</u>	140,165 miles
<u>Command 21</u>	94,439 miles
<u>Engine 21</u>	15 years old
<u>Engine 22</u>	25 years old
<u>Squad 21</u>	28 years old
- **Mr. Isaacson** asked about the ISO rating. Chief Coon replied that we have gone from a 3 to a 2 and dropping to a ISO 2 is actually a good thing. It has to do with water dispatch and personnel.

Finance, Tricia Fogarty (Audio 33:20)

- We are starting to work on budgets and last week, the department heads met with the Mayor and myself.
- Terri and I have been doing some research and looking at other Cities' budgets and taking some ideas from them. For starters, we are putting together a glossary.
- **Ms. Welch** asked what the SHSP grant was. Ms. Fogarty replied it stands for a State Homeland Security Program grant.

Police Dept., Chief Dutra (Audio 35:14)

- Stats – no major increases or decreases to note.

- New conex - \$2200 for our trade-in on old conex and paid \$6700 for the new one. Old one had leaks and water infiltration issues.
- Gutters – are done and please take a look after our meeting. ABC Inc. did a great job.
- Hope you get to look at our new police cars tonight. Happy to show you insides if you wish. Complicated equipment integration to say the least. Half of the lights were donated thanks to Lt. Lindhag. Saved money where we could reuse radios, radars, and other items.
- Guys Read at NPE and Tikasuk Brown.
- ALiCE presentation at Ryan Middle School – LT and I received major thanks from VP.
- A package containing 4.1 pounds of methamphetamine from an out of state source was seized. Subsequent investigation/searches also produced approximately 4 ounces of heroin in the local drug trafficker's residence.
- SHSP 2018 grant was approved for \$67,323.00: \$35,000 for cameras for City Hall and Police; \$27,475 for radios for cars; \$4848 for OT for 2019 AK Shield. Worked hard on these grants trying to make sure we received funding for critical projects.
- Sgt. Bellant – teaching GREAT at NPMS and still getting great feedback from school.
- SRO Officer McBroom worked the homecoming dance. No issues reported.
- IPCC discussed issues affecting local LEO – all are facing shortages and lack of qualified applications. Training coordination and other matters.
- \$8527 from State forfeiture.
- Had a meeting with SOA – HIDTA about funding of drug unit/augmented drug enforcement. Chief Jewkes sits on the board and represents our interest.
- Backgrounds – moving through. These are extremely time intensive. Dt. Gibson has been hard at work conducting these.
- CTC Academy – we supplied volunteers, proctors, and instructors for DUI, SFST, and radar.
- I was nominated to sit on state-wide interoperability group but I had to decline – honored by AACOP nomination.
- Received \$3000 for 3 cars at auction. An additional \$400 approximately for miscellaneous items from evidence.
- We are donating gunlocks to a town hall meeting promoting ALiCE and safety. We purchased these a couple years ago out of drug money. Like getting them out to the public and supporting schools.
- FTO module – Mayor has authorized us to share in the development costs associated with a new FTO module for our training - \$3640 shared development costs and approximately \$720 a year for high end training module that will lead to reduced liability in one of the most difficult phases of a police officer's career. It is my opinion this is critical.
- Our reserve store now has PayPal credit card processing. This is reducing costs.
- **Ms. Welch** thanked Chief Dutra for sending her the notes and that it was a lot of fun to see the ALiCE training at Hunter.

Borough Representative

None

City Clerk's Office, Judy Binkley (Audio 53:02)

- The election is tomorrow! Please stay after the Council meeting tonight to help set up.
- We are working on coordinating a health fair for our employees. This is a new benefit and we are very excited about it. It will be November 8th from 7:30 – 10:30 in the morning.
- We are now accepting applications for the 2019 Hotel/Motel Bed Tax Grant until October 31st at 5pm. The application is on the website.
- I will be out of the office next Tuesday-Thursday for Caselle Training. They will be training on the HR modules which doesn't happen very often so I need to take advantage of this opportunity.
- **Mr. Isaacson** asked if the health fair was just for employees. City Clerk Binkley replied that it's for employees and their spouses. It's in conjunction with the Alaska Health Fair and they do not do testing on dependents under the age of 18.
- **Mr. Claus** stated that he usually goes to the health fair once a year and it's a cost savings. The hospital charges significantly more than the health fair for the same tests.
- **Mr. Walley** asked if this was the first time for the health fair. City Clerk Binkley replied that it is for the City.

ONGOING PROJECTS

None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 56:53)

- **Dawn Murphy**, 2644 Diamond Street: Spoke about Explore Fairbanks. The final report for the 2018 bed tax grant was turned in last week. Also gave an update on the marketing contract with Asia.
- **Jerry Koerner**, 1141 Lake Drive: Spoke about the progress on Brookside Park. Stated they are having some interest from some large organizations on the commercial side. **Mr. Isaacson** asked if the commercial interests are capable of selling underwear and things like that. Mr. Koerner replied that as a real estate broker and accountant, he's capable of doing that too.

OLD BUSINESS

ORDINANCE 18-22, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND THE 2018 OPERATING BUDGET. (Audio 1:07:22)

Mayor Ward introduced the ordinance.

Public Comment

None

Mr. Thompson *moved to adopt Ordinance 18-22, an Ordinance of the City of North Pole, Alaska to Adopt the 2018 Operating Budget.*

Seconded by Ms. Welch

Discussion (Audio 1:09:04)

Mr. Isaacson *moved to amend Ordinance 18-22, an Ordinance of the City of North Pole, Alaska to Adopt the 2018 Operating Budget by adding \$1,000 to 01-51-1-020 Temp/Overhire line and Change Alcohol Tax 01-00-3-300 from \$3,255.74 to \$2,255.74.*

Seconded by Mr. Walley

Discussion on the amendment

None

On the amendment

PASSED

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

No: 0

Absent: 0

Discussion on the motion as amended

None

On the motion as amended

PASSED

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

No: 0

Absent: 0

NEW BUSINESS

RESOLUTION 18-11, A RESOLUTION OF THE CITY OF NORTH POLE AUTHORIZING AND RATIFYING THE FORMATION OF A NONPROFIT CORPORATION KNOWN AS FAST PLANNING TO SERVE AS THE METROPOLITAN PLANNING ORGANIZATION. (Audio 1:10:16)

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Minutes
October 1, 2018

NOT A VERBATIM TRANSCRIPT

Mayor Ward introduced the resolution.

Public Comment

None

Mr. Thompson *moved to* introduce and adopt Resolution 18-11, a Resolution of the City of North Pole Authorizing and Ratifying the Formation of a Nonprofit Corporation Known as FAST Planning to Serve as the Metropolitan Planning Organization.

Seconded by Ms. Welch

Discussion (Audio 1:11:44)

Mr. Isaacson *moved to* amend Resolution 18-11, a Resolution of the City of North Pole Authorizing and Ratifying the Formation of a Nonprofit Corporation Known as FAST Planning to Serve as the Metropolitan Planning Organization by removing “and ratifies” on line 28.

Seconded by Ms. Welch

Discussion on the amendment (Audio 1:12:24)

Mr. Walley asked for clarification if this has already been done. **Mayor Ward** replied that it has. **Mr. Walley** stated this is a “cart before the horse” kind of thing so recommended to remove the word “authorizes” since this has already been done.

Mr. Isaacson stated that when creating businesses, there should be documents for the operating agreement, or charter, and the bylaws and everything else that goes with that. It wouldn't be prudent for the City to ratify something that hasn't been read.

Mayor Ward provided clarification and stated that the language was drafted by the Borough attorney in order to satisfy any question as to the authority in which the MPO has operated in the past 18 months to go to a non-profit model.

Mr. Isaacson asked if the documents have been brought to the Council in the past. **Mayor Ward** replied that they had not.

Mr. Thompson stated that it's important to not take line 28 all by itself. It's part of a paragraph and when read as a whole, it shows the intent of the whole paragraph.

Mr. Isaacson stated the amendment reads better by saying the Council authorizes because we can't ratify what we don't see.

Mr. Thompson stated that he googled definitions of both ratification and authorization and it

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appears they are pretty similar in nature.

On the amendment

PASSED

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

No: 2 – Thompson, Claus

Absent: 0

Discussion on the motion as amended (Audio 1:26:09)

Mr. Walley *moved to* amend 18-11, a Resolution of the City of North Pole Authorizing and Ratifying the Formation of a Nonprofit Corporation Known as FAST Planning to Serve as the Metropolitan Planning Organization by removing “and ratifies” on line 3.

Seconded by Mr. Thompson

Discussion on the amendment

None

On the amendment

PASSED

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

No: 0

Absent: 0

Discussion on the motion as amended

None

On the motion as amended

PASSED

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

No: 0

Absent: 0

Mr. Thompson *moved to* adjourn into executive session to discuss personnel issues in the Police Department at 8:31 p.m.

Seconded by Mr. Claus

Mayor Ward brought the meeting back to order at 9:04 p.m.

Mr. Thompson *moved to approve the actions as approved in the executive session.*

Seconded by Ms. Welch

PASSED

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

No: 0

Absent: 0

COUNCIL COMMENTS (Audio 1:29:02)

Ms. Welch – Get out and vote tomorrow. Every vote counts.

Mr. Isaacson – I echo that. We have Alaska units being deployed right now and people from our community, so I appreciate them and keep them in your prayers.

Mr. Claus – As they used to say in Chicago, vote early, vote often. I hope you will go out and vote at least once tomorrow.

Mr. Thompson – None

Mr. Walley – I’ve participated in health fairs in the past and it’s a pretty good deal. I apologize for missing the last meeting. Get out and vote, there’s a lot of very important propositions out there.

Mr. Skipps – None

Mayor Ward – It’s been an honor to serve on the Council. Next Council meeting will be my last Council meeting as Mayor here and it’s hard to believe but 6 years have flown by. I hope we can had the City off on a good transition to our new Mayor and give him a good ward welcome at our next Council meeting.

Ms. Welch *moved to adjourn the meeting at 9:09 p.m.*

Seconded by Mr. Skipps

The regular meeting of Monday, October 1, 2018 adjourned at 9:10 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, October 15, 2018.

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley, North Pole City Clerk

Draft

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Sarah Bixby is a senior at North Pole High School and is the daughter of John and Leslie Binkley of North Pole; and


WHEREAS, Sarah takes part in the Ignition program. Sarah is involved in Sources of Strength. In addition to Sarah's High School studies, Sarah works at North Pole Physical Therapy; and

WHEREAS, Sarah volunteers her time with the Student Council and helps with events. Sarah volunteers each November to bake loaves of bread for the shelter. Sarah also babysits in her free time. Sarah enjoys reading and spending time with family and friends when she is not busy volunteering; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community;

NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Sarah Bixby the:

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



Bryce J. Ward, Mayor

ATTEST:



Judy L. Binkley, North Pole City Clerk





REPORT OF ELECTION CANVASS BOARD

October 2, 2018 Municipal Election

We, the undersigned, served as canvass board judges in the Municipal Election of October 2, 2018, do hereby certify that we have examined in detail all absentee and questioned ballots, original and questioned registers, for the 1 precinct of the City of North Pole.

Upon completion of the canvass, it is our opinion that the attached summary of election returns, as compiled by the Borough Clerk, accurately reflects the total shown on the Certificate of Election Returns by the election board of each voting precinct.

Deanne R. Harris
Synda Gregory
Bet Hegdon
Carol Martin
Canvass Board Chair

Harvey D. Dwyer

Election Summary Report
2018 Regular Election
October 2, 2018

Date: 10/10/18
Time: 15:15:37
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Summary for City of North Pole, All Counters, City of North Pole
UNOFFICIAL RESULTS

Registered Voters 1721

Num. Report Precinct 3 - Num. Reporting 3 100.00%

North Pole City Mayor	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		306	
Thomas McGhee		144	47.06%
Michael W. Welch		159	51.96%
Write-in Votes		3	0.98%

CNP Prop 4 (Ch 14 Rev Amend)	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		286	
YES		223	77.97%
NO		63	22.03%

North Pole City Council	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		464	
DeJohn Cromer		125	26.94%
Perry Walley		159	34.27%
David A. Skippis		165	35.56%
Write-in Votes		15	3.23%

CNP Prop 1 (Ch 5 - Admin Sves)	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		304	
YES		224	73.68%
NO		80	26.32%

CNP Prop 2 (Ch 6 Indep Audit)	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		296	
YES		211	71.28%
NO		85	28.72%

CNP Prop 3 (Ch 7 Taxation)	CNP	Total	
Number of Precincts		3	
Precincts Reporting		3	100.0 %
Times Counted	316/1721		18.4 %
Total Votes		299	
YES		184	61.54%
NO		115	38.46%

Election Summary Report
2018 Regular Election
October 2, 2018

Date: 10/10/18
Time: 15:39:55
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Summary for 03-175 North Pole, All Counters, City of North Pole
UNOFFICIAL RESULTS

Registered Voters 1721

Num. Report Precinct 1 - Num. Reporting 1 100.00%

North Pole City Mayor	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		275	
Thomas McGhee		129	46.91%
Michael W. Welch		144	52.36%
Write-in Votes		2	0.73%

CNP Prop 4 (Ch 14 Rev Amend)	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		261	
YES		200	76.63%
NO		61	23.37%

North Pole City Council	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		404	
DeJohn Cromer		107	26.49%
Perry Walley		138	34.16%
David A. Skipp		144	35.64%
Write-in Votes		15	3.71%

CNP Prop 1 (Ch 5 - Admin Sves)	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		274	
YES		200	72.99%
NO		74	27.01%

CNP Prop 2 (Ch 6 Indep Audit)	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		268	
YES		191	71.27%
NO		77	28.73%

CNP Prop 3 (Ch 7 Taxation)	CNP	Total	
Number of Precincts		1	
Precincts Reporting		1	100.0 %
Times Counted	285/1721		16.6 %
Total Votes		271	
YES		165	60.89%
NO		106	39.11%

Election Summary Report
2018 Regular Election
October 2, 2018

Date: 10/10/18
Time: 15:17:30
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Summary for Absentee, All Counters, City of North Pole
UNOFFICIAL RESULTS

Registered Voters 1721

Num. Report Precinct 1 - Num. Reporting 1 100.00%

North Pole City Mayor	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		28	
Thomas McGhee		14	50.00%
Michael W. Welch		13	46.43%
Write-in Votes		1	3.57%

CNP Prop 4 (Ch 14 Rev Amend)	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		23	
YES		21	91.30%
NO		2	8.70%

North Pole City Council	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		57	
DeJohn Cromer		17	29.82%
Perry Walley		20	35.09%
David A. Skipps		20	35.09%
Write-in Votes		0	0.00%

CNP Prop 1 (Ch 5 - Admin Svcs)	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		27	
YES		22	81.48%
NO		5	18.52%

CNP Prop 2 (Ch 6 Indep Audit)	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		27	
YES		19	70.37%
NO		8	29.63%

CNP Prop 3 (Ch 7 Taxation)	CNP	Total	
Number of Precincts		2	
Precincts Reporting		1	50.0 %
Times Counted	28/1721		1.6 %
Total Votes		26	
YES		19	73.08%
NO		7	26.92%

Election Summary Report
2018 Regular Election
October 2, 2018

Date: 10/10/18
Time: 15:18:41
Page: 1 of 1

Summary for Questioned All Counters, City of North Pole
UNOFFICIAL RESULTS

Registered Voters 1721

Num. Report Precinct 1 - Num. Reporting 1 100.00%

North Pole City Mayor	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	3	
Thomas McGhee	1	33.33%
Michael W. Welch	2	66.67%
Write-in Votes	0	0.00%

CNP Prop 4 (Ch 14 Rev Amend)	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	2	
YES	2	100.00%
NO	0	0.00%

North Pole City Council	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	3	
DeJohn Cromer	1	33.33%
Perry Walley	1	33.33%
David A. Skipps	1	33.33%
Write-in Votes	0	0.00%

CNP Prop 1 (Ch 5 - Admin Sves)	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	3	
YES	2	66.67%
NO	1	33.33%

CNP Prop 2 (Ch 6 Indep Audit)	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	1	
YES	1	100.00%
NO	0	0.00%

CNP Prop 3 (Ch 7 Taxation)	CNP	
	Total	
Number of Precincts	2	
Precincts Reporting	1	50.0 %
Times Counted	3/1721	0.2 %
Total Votes	2	
YES	0	0.00%
NO	2	100.00%



North Pole Police Department

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



October 8, 2018

To: Honorable Mayor Ward
North Pole City Council

Re: 2018 SHSP Grant acceptance for \$67,323.00
20SHSP-GY18

I would like to request that the City Council authorize Mayor Ward and or the new Mayor to sign the Obligating Award Document to accept the 2018 State Homeland Security Program grant award in the amount of \$67,323.00.

This grant is for the costs associated with the purchase and installation of security cameras for City Hall and the Police Department in the amount of \$35,000. It also has appropriations of \$27,475.00 to purchase P25 Mobile Radios for the Police Department to replace aging vehicle radios and \$4,848.00 for overtime costs reimbursement associated with the Police Department and Fire Department for the 2019 AK Shield Exercise.

I am pleased that our hard work and planning efforts have been recognized by the State of Alaska and I am encouraging the City Council to authorize the City to accept these funds so we can proceed with these projects.

Thank you for your time.


Chief Steve Dutra



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Military and
Veterans' Affairs**

Division of Homeland Security
and Emergency Management

P.O. Box 5750
JBER, AK 99505-0750
Main: 907.428.7000
Fax: 907.428.7009
www.ready.alaska.gov

September 25, 2018

The Honorable Bryce Ward, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2018 State Homeland Security Program, EMW-2018-SS-00045-S01
State Grant No.: 20SHSP-GY18

Certified Mail: 9171 9690 0935 0210 4267 34

Dear Mayor Ward:

We received funds from the U.S. Department of Homeland Security under the 2018 State Homeland Security Program. We are pleased to award the City of North Pole the amount of \$67,323.00 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2018 electronic Grant Kick-Off Meeting to be held in October 2018.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

Enclosed are two pre-signed Obligor Award Documents (OADs). Please review the information for accuracy and review any Special Conditions. Sign both OADs, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact
PO Box 5750
JBER, AK 99505

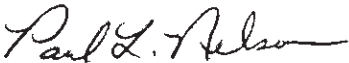
Mayor Ward
September 25, 2018
Page 2 of 2

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.





Sincerely,



Paul L. Nelson
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document
Project Budget Details Report
EHP Screening Form

cc: Steve Dutra, Jurisdiction Project Manager
Tricia Fogarty, Jurisdiction Chief Financial Officer

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 8	
						FEDERAL AWARD DATE	
						August 14, 2018	
						FEDERAL GRANT PROGRAM	
						2018 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER	
						EMW-2018-SS-00045-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM:	October 01, 2018	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2020	EFFECTIVE DATE:			
		STATE PROGRAM NUMBER					
DUNS NUMBER		082506569		FUNDING ALLOCATION			
EIN		92-6001585		PLANNING		EXERCISE	\$4,848.00
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	\$62,475.00
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
AGENCY INFORMATION							
ADDRESS Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750		WEBSITE		http://ready.alaska.gov			
		EMAIL		mva.grants@alaska.gov			
		PHONE		907-428-7000			
		FAX		907-428-7009			
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Tiffany Peltier		(907) 428-7026		(907) 428-7009		tiffany.peltier@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Paul L. Nelson, Deputy Director				Bryce Ward, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
		DATE				DATE	
		9-24-18					
FOR STATE USE ONLY							
Division File Number:		1.6.10.15		Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	18 SHSP NP	2SHSP2018	GYSHSP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per Executive Order 13166, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An EEOP is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.

(H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements

2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>

3. Audit Requirements

2 CFR Part 200 Subpart F *Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period

- c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator shall be subject to the following grant payment restrictions:
 - 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2018 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$3,980,000.00 under *Federal Grant EMW-2018-SS-00045-S01, CFDA# 97.067*. The City of North Pole has been awarded \$67,323.00, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2018 through September 30, 2020. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) Reporting Requirements: The City of North Pole shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms **will not** be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2018–12/31/2018	01/20/2019
2	01/01/2019–03/31/2019	04/20/2019
3	04/01/2019–06/30/2019	07/20/2019
4	07/01/2019–09/30/2019	10/20/2019
5	10/01/2019–12/31/2019	01/20/2020
6	01/01/2020–03/31/2020	04/20/2020
7	04/01/2020–06/30/2020	07/20/2020
8	07/01/2020–09/30/2020	10/20/2020
9	Final Report	11/15/2020

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) Signatory Requirements: The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the *Procurement Method Report* for specific requirements.

- **Program Income and Local Match:** Program Income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per Instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each June 20 with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request.

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the *Procurement Method Report* for additional details.

(H) Contracts: Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) Use of DHS Seal, Logo and Flags: All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.*

(K) **Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) **False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) **Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) **Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) **Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of North Pole's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) **Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of North Pole of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of North Pole must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) **Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of North Pole stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of North Pole only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) **Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) **Project Implementation:** Due to the competitiveness of the 2018 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(U) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2018 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), Guidance, State Overview and Guidelines, State Preparedness Report/ Stakeholder Preparedness Review, Threat and Hazard Identification and Risk Assessment (THIRA) and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend the 2018 Grant Kick-Off Meeting to be held electronically in October 2018.

(W) The City of North Pole must complete a Quarterly Activities Plan by January 20, 2019. Information on this requirement will be emailed and provided at 2018 Grant Kick-off meeting

(X) The City of North Pole must complete/update the Alaska Assessment annually by December 31.

(Y) The City of North Pole must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2018, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

Special Conditions

(A) The City of North Pole shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. The City of North Pole must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the City of North Pole must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the City of North Pole will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. The City of North Pole must submit an Environmental Historic Preservation (EHP) Statement of Work Request for the following project(s):

1. Security Cameras

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

Project Budget Details Report

2018 State Homeland Security Program Grant / SHSP

North Pole, City of

Reported Category = ALL. Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	Budgeted Cost	PBD# Amt Spent	PBD# Balance
1	Equipment	Phys.Security	LE	State			
EHP	Item:				Federal	\$35,000.00	\$35,000.00
<input checked="" type="checkbox"/> EHP	Security Cameras						
Description	Purchase and installation of security cameras on critical infrastructure in the City. These cameras would have 24/7 monitoring capability and allow for enhance security.						

2	Equipment	Interop.Commun	LE	State			
EHP	Item:				Federal	\$27,475.00	\$27,475.00
<input type="checkbox"/> EHP	Mobile Radios						
Description	Purchase of P25 compliant mobile radios and accessories for the City of North Pole Police Department. These radios will maintain interoperability with other emergency services during response to an event. *Note purchase of Portable Radios are not approved for funding by committee.						

3	Exercise	OverTime	LE	State			
EHP	Item:				Federal	\$4,848.00	\$4,848.00
<input type="checkbox"/> EHP	Overtime for Alaska Shield 2019 Exercise Participation						
Description	Overtime for police and fire department participation in Alaska Shield 2019 exercise.						

Adjusted Grant Award

State	
Federal	\$67,323.00

Total Budgeted Allocated (Fed & State)

	\$67,323.00
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PBD Total Allocations:

State	
Federal	\$67,323.00

Total Expenses:

State	
Federal	

Summary Balance:

State	
Federal	\$67,323.00

PBD Non-Budgeted Funds:

	\$0.00
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DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
ENVIRONMENTAL AND HISTORIC PRESERVATION SCREENING FORM

OMB Control Number: 1660-0115
Expiration: 4/30/2020

Paperwork Burden Disclosure Notice

Public reporting burden for this data collection is estimated to average 8 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, Washington, DC, 20472, Paperwork Reduction Project (1660-0115).

PRIVACY NOTICE

The collection of this information is authorized by the National Environmental Policy Act of 1969, as amended, Pub. L. No. 91-190, § 102, 42 U.S.C. §§ 4321-4347; and National Historic Preservation Act of 1966, as amended, Pub. L. No. 89-665, § 102, 16 U.S.C. § 470.

This information is being collected for the primary purpose of determining eligibility and administration of FEMA Preparedness Grant Programs and to ensure compliance with existing laws and regulations regarding the environment and historic preservation.

The disclosure of information on this form is required by law and failure to provide the information requested may delay or prevent the organization from receiving grant funding.

Directions for completing this form: This form is designed to initiate and facilitate the environmental and historic preservation (EHP) compliance review for your FEMA preparedness grant-funded project(s). FEMA conducts its EHP compliance reviews in accordance with National Environmental Policy Act (NEPA) and other EHP-related laws and executive orders. In order to initiate EHP review of your project, you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. **Be advised that completion of this form does not complete the EHP review process.** You will be notified by FEMA when your review is complete and/or if FEMA needs additional information.

This form should be completed electronically. The document is available in both Word and Adobe Acrobat (pdf) formats at this website: (<https://www.fema.gov/media-library/assets/documents/90195>). The following website has additional guidance and instructions on the EHP review process and the information required for the EHP review: <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

Submit completed form through your grant administrator who will forward it to GPDEHPInfo@dhs.gov. Please use the subject line: **EHP Submission: Project Title, location, Grant Award Number (Example, EHP Submission: Courthouse Camera Installation, Any Town, State, 12345; 2011-SS-0xxxx).**

Alaska: Local jurisdictions will send the completed form to mva.grants@alaska.gov, or via mail to

**DHS&EM
Attn: Grants Section
PO Box 5750
JBER, AK 99505**

NOTE: If you should exceed the maximum data entry for each questions on this form, please denote "see attached" and add an additional page.

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: Military and Veterans Affairs, Alaska Department of

Grantee POC: Bill Dennis

Mailing Address: PO Box 5750, JBER, AK 99505

E-Mail: mva.grants@alaska.gov

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

Project location (physical address or latitude-longitude): _____

Project Description. Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. Use additional pages if necessary. If multiple sites are involved, provide the summary for each site:

SECTION B. PROJECT TYPE

Based on the proposed project activities, determine which project type applies below and complete the corresponding sections that follow. For multi-component projects or those that may fit into multiple project types, complete the sections that best apply and fully describe all major components in the project description. If the project involves multiple sites, information for each site (such as age of structure, location, ground disturbance, etc.) must be provided. Attach additional pages to this submission, if needed.

1. ☐ **Purchase of equipment.** Projects in this category involve the purchase of equipment that will require installation on or in a building or structure. Complete other portions of Section B as needed. Complete Section C.1.
2. ☐ **Training and exercises.** Projects in this category involve training exercises with any field-based components, such as drills or full-scale exercises. Complete Section C.2.
3. ☐ **Renovations/upgrades/modifications or physical security enhancements to existing structures.** Projects in this category involve renovations, upgrades, retrofits, and installation of equipment or systems in or on a building or structure. Examples include, but are not limited to: interior building renovations; electrical system upgrades; sprinkler systems; vehicle exhaust systems; closed circuit television (CCTV) cameras; security fencing; access control for an area, building, or room; bollards; motion detection systems; alarm systems; security door installation or upgrades; lighting; and audio-visual equipment (projectors, smart boards, whiteboards, monitors, displays, and projector screens). Complete Section C.3.
4. ☐ **Generator installation.** Projects in this category involve installation of new or replacement generators, to include the concrete pads, underground fuel and electric lines, and if necessary, a fuel storage tank. Complete Section C.4.
5. ☐ **New construction/addition.** Projects in this category involve new construction, addition to, or expansion of a facility. These projects involve construction of a new building, or expansion of the footprint or profile of a current structure. Complete Section C.5.
6. ☐ **Communication towers, antennas, and related equipment.** Projects in this category involve construction of new or replacement communications towers, or installation of communications-related equipment on a tower or building or in a communications shelter or building. Complete Section C.6.
7. ☐ **Other.** Projects that do not fit in any of the categories listed above. Complete Section C.7.

SECTION C. PROJECT TYPE DETAILS

Check the box that applies to the proposed project and complete the corresponding details.

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*

a. Specify the equipment, and the quantity of each: _____

b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____

c. Complete Section D.

2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*

a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____

b. Provide the location of the training (physical address or latitude-longitude): _____

c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations? ☐ Yes ☐ No

• If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____

• If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____

• Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____

• If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____

• If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____

d. Would any equipment or structures need to be installed to facilitate training? _____

• If yes, complete Section D

3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** If so, Complete Section D.

4. ☐ **Generator installation.**

- a. Provide capacity of the generator (kW): _____
- b. Identify the fuel to be used for the generator (diesel/propane/natural gas): _____
- c. Identify where the fuel for the generator would be stored (e.g. stand-alone tank, above or below ground, or incorporated in generator): _____
- d. Complete Section D.

5. ☐ **New construction/addition.**

- a. Provide detailed project description (site acreage, new facility square footage/number of stories, utilities, parking, stormwater features, etc): _____
- b. Provide technical drawings or site plans of the proposed project: ☐ Attached
- c. Complete Section D.

6. ☐ **Communication towers, antennas, and related equipment.**

- a. Provide the current net height (in feet above ground level) of the existing tower or building (with current attached equipment): _____
- b. Provide the height (in feet above ground level) of the existing tower or building after adding/replacing equipment: _____

Complete items 6.c through 6.q below ONLY if this project involves construction of a new or replacement communications tower. Otherwise continue to Section D.

- c. Provide the ground-level elevation (feet above mean sea level) of the site of the proposed communications tower: _____
- d. Provide the total height (in feet above ground level) of the proposed communications tower or structure, including any antennas to be mounted: _____
- If greater than 199 feet above ground level, state why this is needed to meet the requirements of the project: _____
- e. Would the tower be free-standing or require guy wires? ☐ Free standing ☐ Guy wires
- If guy wires are required, state number of bands and the number of wires per band: _____
- Explain why a guyed tower is needed to meet the requirements of this project: _____
- f. What kind of lighting would be installed, if any (e.g., white strobe, red strobe, or steady burning)? _____
- g. Provide a general description of terrain (e.g., mountainous, rolling hills, flat to undulating): _____
- h. Describe the frequency and seasonality of fog/low cloud cover: _____

i. Provide a list of habitat types and land use at and adjacent to the tower site (within ½ mile), by acreage and percentage of total (e.g., woodland conifer forest, grassland, agriculture) water body, marsh: _____

j. Is there evidence of bird roosts or rookeries present within ½ mile of the proposed site? ☐ Yes ☐ No

• Describe how presence/absence of bird roosts or rookeries was determined: _____

k. Identify the distance to nearest wetland area (e.g., forested swamp, marsh, riparian, marine) and coastline if applicable: _____

l. Distance to nearest existing telecommunication tower: _____

m. Have measures been incorporated for minimizing impacts to migratory birds? ☐ Yes ☐ No

• If yes, Describe: _____

n. Has a Federal Communications Commission (FCC) registration been obtained for this tower? ☐ Yes ☐ No

• If yes, provide Registration #: _____

• If no, why? _____

o. Has the FCCE106 process been completed? ☐ Yes ☐ No

p. Has the FCC Tower Construction Notification System (TCNS) process been completed? ☐ Yes ☐ No

• If yes, Describe: _____

q. Would any related equipment or structures need to be installed (e.g., backup generator and fuel source, communications shelter, fencing, or security measures)? ☐ Yes ☐ No

• If yes, explain where and how each installation would be done. Provide details about generator capacity (kW), fuel source, fuel location and tank volume, amount of fencing, and size of communication shelter: _____

r. Complete Section D.

7. ☐ **Other:** Complete this section if the proposed project does not fit any of the categories above.

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ Project Installation

- a. Explain how and where renovations/upgrades/modifications would take place, or where equipment/systems will be installed:

- b. Would ground disturbance be required to complete the project or training? ☐ Yes ☐ No

- If Yes, provide total extent (depth, length, and width) of each ground-disturbing activity. Include both digging and trenching. For example, light poles and fencing have unique ground-disturbing activities (e.g., six light poles, 24" dia. x 4' deep; trenching 12" x 500' x 18" deep; 22 fence posts, 12" diameter x 3' deep, and 2 gate posts, 18" diameter x 3' deep):

- If yes, describe the current disturbed condition of the area (e.g., parking lot, road right-of-way, commercial development):

- c. Would the equipment use the existing infrastructure for electrical distribution systems? ☐ Yes ☐ No

- If no, describe power source and detail its installation at the site:

2. ☒ Age of structure/building at project site

- a. Provide the year existing building(s) or structure(s) on/in/nearest to the location involved in the proposed project was built:

- If the building or structure involved is over 45 years old and significant renovation, rehabilitation, or modification has occurred, provide the year(s) modified and briefly describe the nature of the modification(s):

- b. Are there any structures or buildings that are 50 years old or older in or adjacent to the project area? ☐ Yes ☐ No

- If yes, provide the location of the structure(s), ground-level color photographs of the structure(s), and identify their location(s) on an aerial map:

- c. Is the project site listed in the National Register of Historic Places (National Register), or in/near a designated local or National Register Historic District? The internet address for the National Register is: <http://nrhp.focus.nps.gov/>

☐ Yes ☐ No

- If yes, identify the name of the historic property, site and/or district and the National Register document number:

3. ☒ **Site photographs, maps and drawings**

- a. Attach site photographs. Site photographs are required for all projects. Use the following as a checklist for photographs of your project. Attach photographs to this document or as accompanying documents in your submission.

- Labeled, color, ground-level photographs of the project site: ☐ Required
 - Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
 - Labeled, color aerial photographs of the project site: ☐ Required
 - Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
 - Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached
- b. Are there technical drawings or site plans available? ☐ Yes ☐ No
- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

- a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)? ☐ Yes ☐ No
- If yes, attach documentation with this form: ☐ Attached
- c. Was a NEPA document prepared for this project? ☐ Yes ☐ No
- If yes, what was the decision? (Check one, and please attach):
- ☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or
 - ☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

Photographs are a vital component of the EHP review process and add an additional level of understanding about the nature and scope of the project. They also provide pre-project documentation of site conditions. Please follow the guidance provided below when preparing photographs for your EHP submission. The following pages provide examples of best practices used in earlier EHP submissions:

Minimum requirements for photographs

1. Photographs should be in color.
2. Label all photographs with the name of facility, location (city/county, state) and physical location (physical address or latitude-longitude).
3. Label the photographs to clearly illustrate relevant features of the project, such as location of installed features (e.g., cameras, fences, sirens, antennas, generators) and ground disturbance. See examples below.
4. Identify ground disturbance. Adding graphics to a digital photograph is a means to illustrate the size, scope and location of ground disturbing activities.

Best Practices

1. Provide photographs in a separate file.
2. Place no more than 2 pictures per page.
3. Compressing pictures files (such as with Microsoft Picture Manager)¹ or saving the file in PDF format will reduce the size of the file and facilitate e-mail submissions.
4. Identify the photograph file with the project name so that it can be matched to the corresponding FEMA EHP screening form.
5. Maximum file size for enclosures should not exceed 12 MB. If the total size of files for an EHP submission exceeds 12 MB, send the submission in multiple e-mails.
6. If necessary, send additional photographs or data in supplemental e-mails. Please use the same e-mail subject line with the additional label: 1 of x, 2 of x, . . . x of x.

Options for Creating Photographs

1. Obtain an aerial photo. There are multiple online sources for aerial photographs.
2. For the aerial photo, use the screen capture feature (Ctrl + Print Screen keys) and copy the image to photo editing software, such as Paint, or PhotoShop.¹ Use that software to crop the image so the photo has the content necessary.
3. Open PowerPoint, or other graphics-oriented software, and paste the aerial or ground-level photograph on the canvas.
4. Use drawing tools, such as line drawing and shapes, to indicate the location of project features (for example: fencing, lighting, sirens, antennas, cameras, generators).
5. Insert text to label the features and to label the photograph.
6. Use drawing tools to identify ground-disturbing activities (if applicable).
7. Save the file with the project name or grant number so that it can be appropriately matched to the corresponding FEMA EHP screening form. Include this file with the EHP screening when submitting the project.

Example Photographs

Aerial Photographs. The example in Figure 1 provides the name of the site, physical address and proposed location for installing new equipment. This example of a labeled aerial photograph provides good context of the surrounding area.

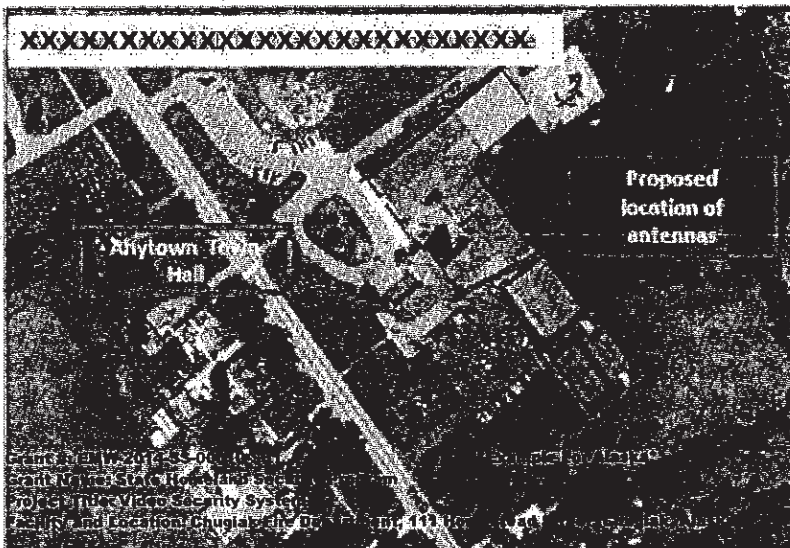


Figure 1. Example of labeled, color aerial photograph.

Ground-level photographs. The ground-level photograph in Figure 2 supplements the aerial photograph in Figure 1, above. Combined, they provide a clear understanding of the scope of the project. This photograph has the name and address of the project site, and uses graphics to illustrate where equipment will be installed.



Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint, this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV
Camera

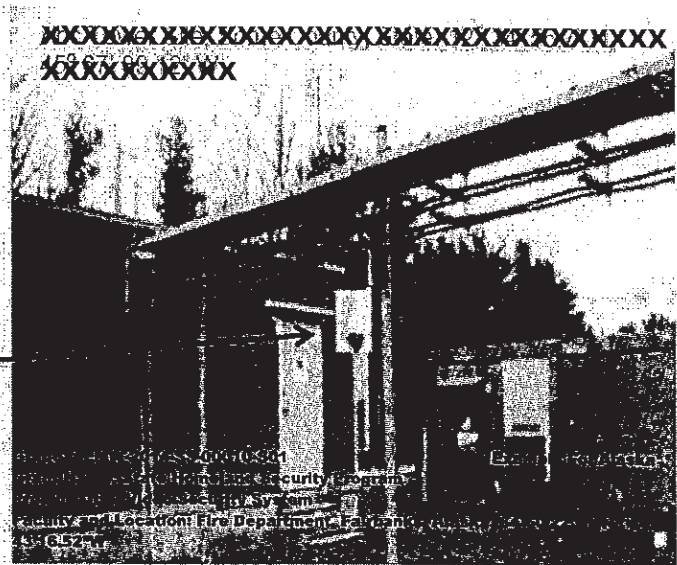


Figure 3. Ground-level photograph with graphic showing proposed equipment installation.

Ground-level photograph with excavation area close-up. The example in Figure 4 shows the proposed location for the concrete pad for a generator and the ground disturbance to connect the generator to the building's electrical service. This information can be illustrated with either an aerial or ground-level photograph, or both. This example has the name and physical address of the project site.

Trenching from
generator to
building's
electrical service:
22 ft x 18 in x 8
in

Generator Pad,
4 ft x 10 ft x 8 in

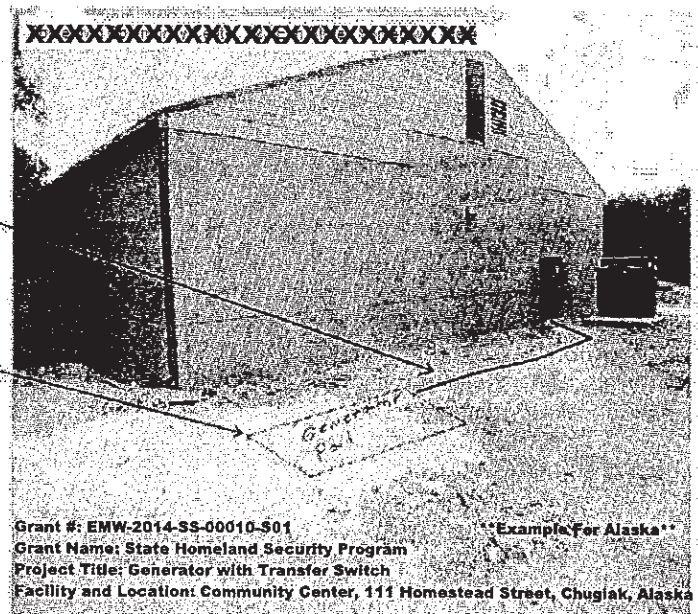


Figure 4. Ground-level photograph showing proposed ground disturbance area.

Appendix A. Supporting Photographs for EHP Grant Submissions

Communications equipment photographs. The example in Figure 5 supports a project involving installation of equipment on a tower. Key elements are identifying where equipment would be installed on the tower, name of the site and its location. This example provides site coordinates in decimal format.



Any County Tower, State 12.3456° N, 34.5678° W

Figure 5. Ground-level photograph showing proposed locations of new communications equipment on an existing tower.

Interior equipment photographs. The example in Figure 6 shows the use of graphic symbols to represent security features planned for a building. The same symbols are used in the other pictures where the same equipment would be installed at other locations in/on the building. This example includes the name of the facility and its physical address.

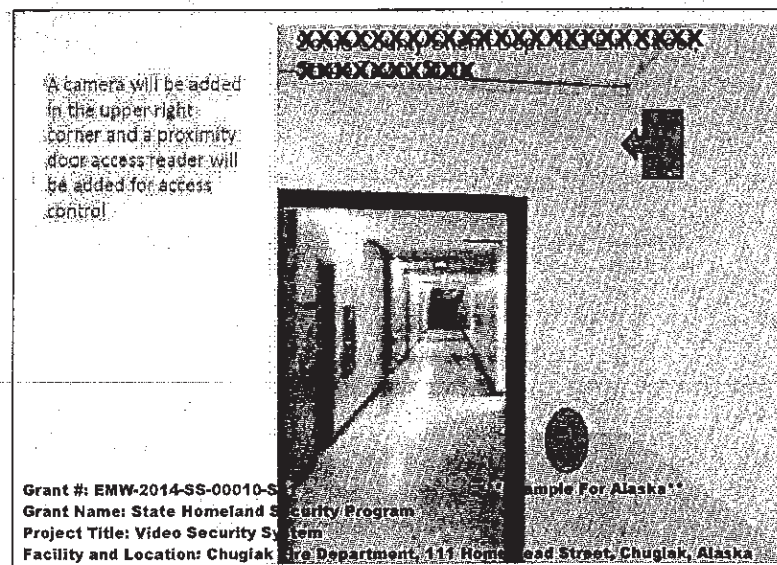


Figure 6. Interior photograph showing proposed location of new equipment.

Ground-level photographs of nearby historic structures and buildings. Consultation with the State Historic Preservation Office (SHPO) may be required for projects involving structures that are more than 50 years old, or are on the National Register of Historic Places. In that event, it will be necessary to provide a color, ground-level photograph of each side of the building/structure.

1 Use of brand name does not constitute product endorsement, but is intended only to provide an example of the type of product capable of providing an element of the EHP documentation.

**CITY OF NORTH POLE
ORDINANCE 18-23**

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

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

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

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

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

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

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

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

Section 1. This ordinance is of a general and permanent nature and shall be codified in the North
Pole Code of Ordinances.

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

8.01.010 Purpose of chapter.

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

8.01.020 Garbage and refuse containers required.

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

8.01.030 Garbage – Deposit only in places designated.

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

8.01.040 Garbage and refuse, covered loads.

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

8.01.050 Burning of refuse or garbage.

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

8.01.100 Enforcement.

A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.

~~B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.~~

B. Any person may file a complaint under this chapter with the Mayor or Police Chief and request enforcement of the alleged violation.

8.01.110 Violations and penalties.

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

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

~~a. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030, or if no fine is listed in the fine schedule then by a fine not to exceed \$500.~~

A. A person who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

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

C. Fines for violations are separate from and in addition to all other remedies authorized by law or equity.

8.01.120 Abatement – Notices – Costs – Fines.

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

Section 3. Effective date.

This ordinance shall become effective upon passage.

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

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
ORDINANCE 18-24**

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

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

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

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

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

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

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

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

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

Section 1. This ordinance is of a general and permanent nature and shall be codified in the North
Pole Code of Ordinances.

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

8.02.010 Purpose of chapter.

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

8.02.020 Unwholesome wells or ground water.

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

B. "Hazardous substance" is defined as:

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

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

8.02.030 Groundwater and soil contamination from garbage prohibited.

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

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

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

8.02.050 Privies and outhouses.

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

8.02.060 Junk vehicles-heavy equipment.

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

8.02.100 Enforcement.

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

8.02.110 Violations and penalties.

- ~~A. It shall be a violation of this chapter for any person or corporation to violate any of the provisions established in this chapter in addition to all other remedies available in law or equity.~~
- ~~B. Each day the violation continues constitutes a new violation.~~

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

A. A person who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

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

C. Fines for violations are separate from and in addition to all other remedies authorized by law or equity.

8.02.120 Abatement – Notices – Costs – Fines.

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

Section 3. Effective date.

This ordinance shall become effective upon passage.

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

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-25**

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

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

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

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

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

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

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

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

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

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

Section 1. This ordinance is of a general and permanent nature and shall be codified in the North
Pole Code of Ordinances.

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

8.03.010 Purpose of chapter.

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

8.03.020 Animals biting.

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

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

37 **8.03.030 Proper Restraint Of Animals.**

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

40 **8.03.040 Animal Waste.**

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

43 **8.03.100 Enforcement.**

44 A. The City Mayor, Police Chief or designated representatives are authorized to enforce the
45 provisions of this chapter.

46 ~~B. Any citizen who desires to register a complaint under this chapter may initiate~~
47 ~~enforcement with the Mayor or Police Chief.~~

48 B. Any person may file a complaint under this chapter with the Mayor or Police Chief
49 and request enforcement of the alleged violation.

50 **8.03.110 Violations and penalties.**

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

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

55 ~~C. A person or corporation who violates any provision of this chapter shall be guilty of a~~
56 ~~minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine~~
57 ~~is listed in the fine schedule then by a fine not to exceed \$500.~~

58 A. A person who violates any provision of this chapter shall be guilty of a minor offense,
59 punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine
60 schedule then by a fine not to exceed \$500.

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

62 C. Fines for violations are separate from and in addition to all other remedies authorized by
63 law or equity.

8.03.120 Abatement – Notices – Costs – Fines.

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

Section 3. Effective date.

This ordinance shall become effective upon passage.

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

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
ORDINANCE 18-26**

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

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

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

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

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

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

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

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

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

Section 1. This ordinance is of a general and permanent nature and shall be codified in the North
Pole Code of Ordinances.

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

8.04.010 Purpose of chapter.

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

8.04.020 Public nuisances designated—Acts prohibited.

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

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

35 **8.04.030 Marijuana oil, flammable extraction – Prohibited.**

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

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

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

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

44 **8.04.040 Escape of soot, cinders, etc.**

- 45 A. Dangers to Public Health.

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

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

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

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

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

57 **8.04.050 disturbing the peace.**

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

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

63 b. In a public place or in a private place of another without consent, and with intent
64 to disturb the peace and privacy of another or with reckless disregard that the

conduct is having that effect after being informed that it is having that effect, the person makes unreasonably loud noise.

- c. Between the hours of 11:00 p.m. and 7:00 a.m., operates or uses a pile driver, pneumatic hammer, bulldozer, road grader, loader, power shovel, derrick, backhoe, power saw, manual hammer, motorcycle, snow machine or other instrument, appliance or vehicle which generates loud sounds or noise, after having been informed by another that such operations or use is disturbing the peace and privacy of others.
- d. Keeps any dog or other animal which is allowed to engage in frequent or prolonged barking or other loud noise-producing activity, after having been informed by another that such frequent or prolonged barking or noise-producing activity is disturbing the peace and privacy of others.
- e. Repeatedly or continuously sounds any horn or other sound-producing warning device on a motor vehicle when such repeated or continued sounding is not necessary to warn of any danger.
- f. After being informed by a police officer that the conduct is in violation of this subsection (A), refuses to abate the prohibited activity.

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

- a. “Loud sound” in a public place means sound which is loud enough to inhibit the ability of a not unduly sensitive person in the same place to speak freely without leaving the same place.
- b. “Loud sound” in a private place means sound which is loud enough to awaken a not unduly sensitive person in another private place.
- c. The inside and outside of buildings and separate residences within an apartment house, and separate rooms within a hotel, are different places.

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

- a. Noise of safety signals, warning devices and emergency pressure relief valves when used for their warning or emergency purposes.
- b. Noise produced by any authorized emergency vehicle when responding to an emergency call or when otherwise authorized by law or ordinance to activate its sirens or other warning devices.

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

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

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

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

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

c. No other reasonable alternative is available to the applicant.

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

8.04.100 Enforcement.

A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.

~~B. Any citizen who desires to register a complaint under this chapter may initiate enforcement with the Mayor or Police Chief.~~

B. Any person may file a complaint under this chapter with the Mayor or Police Chief and request enforcement of the alleged violation.

8.04.110 Violations and penalties.

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

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

~~C. A person or corporation who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.~~

A. A person who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$500.

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

C. Fines for violations are separate from and in addition to all other remedies authorized by law or equity.

8.04.120 Abatement – Notices – Costs – Fines.

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

Section 3. Effective date.

This ordinance shall become effective upon passage.

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

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 18-27**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING TITLE 12
MAINTENANCE OF STREETS, ROAD RIGHTS OF WAY, SIDEWALKS OR CITY
PROPERTY**

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

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

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

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

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

Section 1. This ordinance is of a general and permanent nature and shall be codified in the North
Pole Code of Ordinances.

Section 2. Title 12 Streets, Sidewalks and Public Places Chapter 12 Snow Removal is amended
in the North Pole Code of Ordinances as by inserting the text underlined, and removing the lines
that have been ~~stricken~~:

Chapter 12.12

***MAINTENANCE OF STREETS, ROAD RIGHTS OF WAY, SIDEWALKS OR CITY
PROPERTY***

12.12.010 Snow removal – Clearing streets of vehicles.

The Mayor or the Mayor's designee may, as often as it deems necessary, cause all streets, or
certain streets or portions of streets, to be cleared of all vehicles for set periods of time for the
removing of snow without hindrance and to close such streets or portions thereof during snow
removal.

12.12.020 Parking during street cleaning and snow removal

- A. The Mayor or the Mayor's designee is authorized to determine and designate by proper
signs places in which stopping, standing or parking of vehicles would be prohibited
during certain hours of the day for the purpose of removal of snow, ice, rocks, gravel,
dirt, debris, litter or other accumulation upon public streets, highways, alleys, sidewalks,
places, city parking lot or other place where the city by law or written agreement has a
legal duty to make such a removal.

- B. When official signs prohibiting parking during certain hours of the day are erected as authorized in this section, no person shall stop, stand or park a vehicle in such a designated place during the proscribed time.

12.12.030 Parking prohibited over 24 hours.

No person shall park a vehicle on any city street, highway, public way, right-of-way or city-owned parking lot for a period of time longer than 24 consecutive hours unless otherwise posted. If a vehicle posted with notice of this violation is moved within 24 hours of posting, there is no fine; if not, the vehicle is subject to a ~~minimum~~ fine listed in the fine schedule in 1.20.030 is \$50.00 and the vehicle is subject to towing and impound. In the case of impound, the vehicle's owner shall pay all the costs of impound, including towing and storage, in accordance with the fee schedule on file at the City Clerk's office.

12.12.100 Enforcement.

- A. The City Mayor, Police Chief or designated representatives are authorized to enforce the provisions of this chapter.
B. Any person may file a complaint under this chapter with the Mayor or Police Chief and request enforcement of the alleged violation.

12.12.110 Violations and penalties.

- A. A person who violates any provision of this chapter shall be guilty of a minor offense, punishable by the fine listed in the fine schedule in 1.20.030 or if no fine is listed in the fine schedule then by a fine not to exceed \$300.
B. Each day the violation continues constitutes a new violation.
C. Fines for violations are separate from and in addition to all other remedies authorized by law or equity.

Section 3. Effective date.

This ordinance shall become effective upon passage.

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

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

City of North Pole – Contract Addendum

The October 2018 invoice sets new contract minimums for Data Center Base Contract unit prices, Disk Space, Users, Computers and Additional Server resources.

All Disk pricing has been consolidated to one pricing model at \$.25 per GB per month. This rate is discounted \$1.25 per GB per month from our current pricing.

All current contract amounts (users, workstations, disk space and server resources) are now considered the new contract base for the City of North Pole. Any future growth or additions will be billed at the current AlasConnect rates.

For AlasConnect.

By: _____

Date: _____

Jeff Yaune

President & CEO

AlasConnect, LLC

For City of North Pole.

By: _____

Date: _____

Bryce Ward

Mayor

City of North Pole

City of North Pole – Contract Addendum

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All Disk pricing has been consolidated to one pricing model at \$.25 per GB per month. This rate is discounted \$1.25 per GB per month from our current pricing.

All current contract amounts (users, workstations, disk space and server resources) are now considered the new contract base for the City of North Pole. Any future growth or additions will be billed at the current AlasConnect rates.

For AlasConnect.

By: 

Date: 10-9-18

Jeff Yaune

President & CEO

AlasConnect, LLC

For City of North Pole.

By: _____ Date: _____

Bryce Ward

Mayor

City of North Pole



612 Illinois Street • PO Box 71217, Fairbanks, AK 99707-1217 • 907-459-4900

Invoice

BILL TO

City of North Pole
125 Snowman Lane
North Pole, AK 99705

DATE

10/1/2018

INVOICE

24386

P.O. NO.

TERMS

Due Upon Receipt

Circuit #	Service Description	Quantity	Unit Price	Amount
ALC-000565	Data Center Base Package - Standard (Police Dept)	1	1,000.00	1,000.00
ALC-000565	Data Center Base Package - Standard (Fire Dept)	1	1,000.00	1,000.00
ALC-000565	Data Center Base Package - Enhanced (Admin Dept)	1	1,500.00	1,500.00
ALC-000565	Workstation Support	37	90.00	3,330.00
ALC-000565	User Licensing Bundle - Enhanced (Users)	72	10.00	720.00
ALC-000565	Single Application Server running Concordance (Discounted Price)	1	250.00	250.00
ALC-000565	Single Application Server running Concordance (Discounted Price)	1	200.00	200.00
ALC-000565	Additional RAM for Caselle Server (GB)	22	5.00	110.00
ALC-000565	Data Center Storage - Tier 3 (GB)	11,000	0.25	2,750.00
ALC-000565	Service Subscription - Microsoft Office 365 Business (City Clerk)	1	8.25	8.25
ALC-000565	Service Subscription - Microsoft Office 365 Business (Accounts Payable)	1	8.25	8.25
ALC-000565	Service Subscription - Microsoft Office 365 Business (Melanie Swanson)	1	8.25	8.25
ALC-000565	Service Subscription - Sophos Central Mobile Advanced (Users) - NPPD	4	5.60	22.40
ALC-000565	Service Subscription - Duo Security Access (User) - NPPD	10	6.00	60.00
ALC-000565	Private Data Center Connection - 100 Mbps	1	100.00	100.00



612 Illinois Street • PO Box 71217, Fairbanks, AK 99707-1217 • 907-459-4900

Invoice

BILL TO

City of North Pole
125 Snowman Lane
North Pole, AK 99705

DATE

10/1/2018

INVOICE

24386

P.O. NO.

TERMS

Due Upon Receipt

Circuit #	Service Description	Quantity	Unit Price	Amount
ALC-000565	Federal Universal Service Charge - 20.1%	1	20.10	20.10
ALC-000565	Data Center Internet Fabric Access - 100 Mbps	1	100.00	100.00
ALC-000565	Software License - Microsoft SQL Server Standard (2 Cores)	4	165.00	660.00
ALC-000565	Term Discount	1	-6,279.30	-6,279.30
Unless noted otherwise, the service period for this invoice is for the current month.			Balance Due	\$5,567.95
			Payments/Credits	\$0.00
			Total Due This Billing	\$5,567.95

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: October 10, 2018
Subject: Extended warranty bond for fusion welds

RECOMMENDATION

Accept extended maintenance/warranty bond from Exclusive Paving to mitigate risk of failures on suspect fusion welds on 16 HDPE pipe.

BACKGROUND

The Water System Expansion Project is using HDPE pipes of various sizes—16, 12, 10 and 8 inch pipe. The vast majority of the connections between sections of pipes is by a process of fusion welding. This process planes the front faces of two separate sections of pipe to create a uniformly flat surface. The faces are then heated to a specific temperature for a specific duration before the two pipe faces are forced together and the plastic of the two pipes fuse together. There is a data logger that collects a variety of information on each fusion weld and each fusion weld is numbered and catalogued. Long strings of pipe are fused together above ground then the string of pipe is dragged to the installation site. Portable pipe fuse welding equipment is used within the pipe trench to connect strings of pipe.

Periodically, sections of test pipe are welded and test samples are taken of the welds. There are two different test methods, a bend-back test and a coupon test. The bend-back test entails cutting a cross-section of pipe of predetermined length with the fusion weld in the middle of the sample. One end of the pipe section is clamped into a vise and using steel pipe as a lever the test section is bent over upon itself. (See Figures 1 and 2.) The second method involves cutting out a standard size and shape coupon where the fusion weld is in the center of the coupon. Ends of the coupon are then pulled apart using a tensile puller. (See Figures 3 and 4.)

When test pipe sections experienced a failure during a fusion weld tests, Exclusive notified the Stantec field inspectors. The failures were reported in the field inspection reports and at construction meetings. Exclusive brought in a manufacture's representatives to analyze the sections of failed pipe; methods and practices used to test the fusion welds; and the data collected by the data loggers. There was no definitive data that explained the instances of failure. (See Exclusive letter dated August 16, 2018 addressed to Stantec Consulting.)

The project team, particularly the City, were sufficiently concerned about the failed tests that as a precaution, we asked Exclusive to extend the construction warranty. The contract documents require Exclusive to guarantee their work products for two years. Discussion between Exclusive and the City settled on requiring Exclusive to provide an eight-year maintenance/warranty bond with a \$1 million limit to provide the City with a reasonable degree of risk management. With the two-year warranty included in the construction contract and the additional eight years in the maintenance/warranty bond, the City has a 10-year warranty on the suspect fusion welds. The data collected by the data loggers that indicated potential anomalies of suspect fusion welds provides the limitation on the number of suspect fusion welds covered by the extended maintenance/warranty bond. The North Pole City Attorney has reviewed and approved the language of the bond. Stantec Engineering will confirm that all the sections of HDPE pipe that contain suspect fusion welds are included in the bond. (See the attached Maintenance Bond.)



Figure 1. Bend-back test using a steel pipe to assist bending the test section.



Figure 2. Results of a successful bend-back test on a section of 16 inch HDPE pipe.



Figure 3. Section of 16 inch HDPE pipe showing where coupons have been cut out for testing.



Figure 4. A failed tensile test of a section of 16 inch HDPE pipe.



August 6, 2018

Stantec Consulting Services Inc.
475 Riverstone Way, Unit 3
Fairbanks, AK 99709
Attn: Dean Syta, PE

North Pole Water System Expansion 2018
Resolution of Weld Defects

Dean,

As requested in your email dated 07/30/18 “Resolution of Weld Defects – report required”, this letter is being written to provide answers to the questions asked. Although we are still working on gathering information, all questions are being answered to the best of our ability with the information that we currently have. Listed below in the numerical list are the questions from the email with our responses.

1) Summary of the failed test results. What failed, when, and on what pipe sizes. If certain sizes of pipe have experienced no failures, state that too.

Displayed below in Table 1 are “weld failures” that have been experienced thus far on this project.

Weld Number	Pipe Size	Date of Fusion	Joint Report
893	16"	5/23/2018	Attachment 1
1140	16"	6/28/2018	Attachment 2
1162	12"	7/5/2018	Attachment 3
1216	16"	7/12/2018	Attachment 4
1256	16"	7/16/2018	Attachment 5

Table 1 - "Weld Failures" During Testing

No “weld failures” have occurred on 8” or 10” pipe. On 07/27/18 (weld 248-4), there was a failure of the 10” pipe during the bend back test, but this is being attributed to a failure that occurred at the end of the pipe being used as the “cheater bar” during testing. Also on 07/27/18 (weld 1341 – Attachment 6), we experienced two quadrants of failures on 16” pipe which were determined to be outside of the fusion joint location which is a passing test according to ASTM F2620. One of the failures from weld 1341 is displayed on the following page in Figure 1.



Figure 1 - Weld 1341 - Failure Outside of Weld Zone

2) *What did you do to investigate the failures, what were the findings, the basis for the findings, and recommendations for corrective action to prevent more defects.*

Listed below is a timeline of failures and the actions that were taken:

- 06/14/18 – Weld 893 fails during a bend back test
 - One of four straps fails.
 - Two additional test straps cut adjacent to failure – one failed, one passed
 - Employee falls and hits ground when failure occurs and we discontinue use of bend back test for 12” and 16” pipe.
- 06/29/18 – Coupon 1140 fails during a tensile tester test.
 - One of four coupons fails.
 - Two additional coupons cut adjacent to failure – both passed
- 07/09/18 – Coupon 1162 fails during a tensile tester test
 - Fusion of 12” and 16” pipe stopped until Dan Rouse of Arctic Insulation can come to site and analyze equipment and process.
- 07/10/18 – Dan Rouse is onsite
 - Dan concludes that failed welds are most likely a contamination issue.
- 07/12/18 – Coupon 1216 fails during a tensile tester test
 - One of four coupons failed.
 - We discontinue use of tensile tester since it appeared that the coupons were not being cut evenly which could have been influencing test results.
- 07/17/18 – Weld 1256 fails during a bend back test
 - One of four straps fails.
 - Fusion of 16” pipe stopped until Dan Rouse can come to site and analyze equipment and process.



- 07/18/18 – 07/20/18 – Dan Rouse is onsite
 - Dan performs a variety of test welds and the only specimen he can get to break is when there is pressure during the heat soak. Based on this, he thinks that the failures have occurred from pressure during heating.
 - Fusers are instructed to extend heat soak to 150% of the ASTM minimum of 6 min 32 sec (for 16” pipe).
 - Dan also comments that he thinks we are performing the bend back test more rigorously than designed since we are using shorter test specimens, bending to close to the weld, and performing test to fast.
- 07/26/18 – Dan Rouse is onsite to monitor fuser’s techniques and answer questions.
- 07/27/18 – Weld 1341 breaks outside of the weld zone in two quadrants.
 - Passing weld per ASTM.
 - Started close examination of previous failures.

3) *What have you changed / done to correct the problem.*

Based off of Dan Rouse’s recommendation of a longer heat soak, all fusers have extended the heat soak to 150% of the ASTM recommended minimum. In addition to the extended heat soak, both field fusers and office fusion reviewers both understand the concept of pressure during heat soak and have been trained to identify it in the graphs produced by the McElroy joint report. Fusers have also been reminded of the importance of cleanliness, proper setup, and attention to detail. We have also started using several techniques to produce a more accurate bend back test per ASTM F2620 which include:

- Lengthening test straps from a 6” minimum (per side) to 15 times the thickness of pipe.
- Slowing down the rate of which the “bend” is being performed. We have received comments that if the pipe is not given time to “stretch,” it can become brittle and break.
- Bending the strap with the inside of the weld facing out.
- Allowing more strap length between the vise/weld and “cheater bar”/weld to allow larger bend such as depicted in Figure 2 below.



Figure 2 - Example of Test Strap During Bend Back Test



Regarding other fusing issues in general, we have increased our QC procedures and have adopted a checklist that is filled out for every weld performed. Also, as mentioned earlier, our field fusers and office reviewers have all received additional training for all elements of the graph in the joint report including heat soak durations and fusion pressures. They have also been instructed to immediately notify Dale or Dan Rouse if a weld looks marginal or they have questions so it can be reviewed and corrected if necessary.

4) *Conclusion as to the cause of the weld failures, and if the problem remains or is corrected.*

While a weld has not failed during testing since 07/17/18, we are continuing to gather information to provide assurances to ourselves, as well as the Engineer and Owner, that we have identified the problems that have contributed to failed welds. Although pressure during the heat soak was identified as one of the possible issues leading to failure, only two of the five failures can be attributed to this occurrence (welds 893 and 1140). That being said, in both of these welds, only one of the four quadrants failed. Samples were then cut directly next to the failed coupon or strap which subsequently passed.

The other failures - welds 1162, 1216, and 1256 all maintained the ASTM minimum heat soak time with no pressures exceeding the drag pressure during the heat soak period. In addition to this, welds 1002 and 1046 (Attachments 7 and 8) which were both test welds, passed testing without failure in all four quadrants; both of these welds experienced pressure during the heat soak. While the Plastics Pipe Institute (PPI) *Polyethylene Piping Systems Field Manual for Municipal Water Applications* states that pressure during the heat soak can lead to a poor quality weld, it specifically states that "If a concave melt surface is observed, unacceptable pressure during heating has occurred and the joint will be low quality." Depicted below in Figure 3 is an example provided by PPI showing the concave surfaces that will be formed during unacceptable pressure during the heat soak.



Figure 3 - Cupped or Concave Surfaces Caused by Pressure During the Heat Soak Cycle (PPI)



Our operators have not noticed this cupped or concave behavior indicative of unacceptable pressure during heat soak. That being said, although some of the pipe does show pressure during heating at the very beginning of the heat soak, in general, it is 30 seconds or less with the extreme cases being approximately 1 minute.

Due to the inconsistencies in failures for test specimens that experienced limited early pressure during heat soak (3 specimens have failed, 17 have passed) we feel that if this is truly a factor contributing to failures, it is also coupled and magnified by the more vigorous and inconsistent testing procedures we have been performing. The following issues have been identified as problematic for the bend back and tensile testing process:

- Bend Back – test straps were too short, cheater bar and vise were being positioned too close to the weld, test was being performed too fast not allowing enough time for the larger size pipe to stretch, and the strap wasn't always tested with the inside of the pipe facing out.
- Tensile Test – improper alignment causing template not to be centered properly on weld, drill bit "walking" leading to inconsistent thicknesses of the necked down sections of the coupons, potential stress concentrations left from excesses marking of dull drill bits or improper technique, and jacking the tester too fast which was not allowing the larger size pipe to stretch.

Since three of the five failures that occurred didn't have early pressure during heating exhibited in the graphs from the McElroy Joint Reports, coupled with the fact that we have experienced at least three other failures outside of the weld zone (weld 893 is potentially off the weld also), we feel that improper testing potentially played a large part in most, if not all, of the failures we have experienced to date. Increasing the stress on the pipe would have greatly magnified and other issues such as misalignment, contamination, or pressure during heating.

5) *How is Exclusive enhancing QC to ensure the welding problems have been corrected and will not reoccur.*

It is now standard procedure for all fusers to complete a QC checklist for every weld. This includes information such as temperature checks on plate, proper alignment, secure installation, visual weld appearance, properly marked identifiers on the weld, graph checks, pass/fail, and replacement weld number if deemed a failure. In addition to the field review, office personnel are also reviewing all graphs from the McElroy Joint Report prior to pipe being buried in the ground.

The testing procedure has also been evaluated and modified to include longer test straps, further placement of weld from vise and cheater bar to allow for larger bend, slower process to allow pipe to naturally stretch, and positioning of the strap so the inside of the pipe is facing outwards.



6) What investigation is still underway.

We have talked to several companies in the HDPE industry and have narrowed the search down to a consulting/testing firm in Colorado to continue the investigation and rule out any other possible causes of failures. We are in the process of sending them samples of materials so they can conduct testing on the pipes physical properties to include density, melt flow, tensile elongation to break, carbon black, thermal stability, and proper dimensional measurements.

7) Identification of past welds that are suspect / of concern. Exclusive's proposed plan to repair or fix the welds, or otherwise provide the Owners confidence welds are intact and not subject to future failure from fatigue or propagation of a poorly fused weld.

Regarding welds that exhibit pressure during the heat soak:

As of now, due to the inconsistencies in the failures and the limited number of specimens that have broken which exhibited early pressure during heat soak, we do not feel that the short duration of early pressure is likely to have a negative effect on the overall robustness of the 16" pipe in Zone 2. As specified, all pipe will be subjected to a pressure test at 150% of design service pressure which a considerable amount of Zone 2 has already passed with zero failure.

Regarding welds that were outside of other parameters:

We are currently planning on using Armor Seal repair bands on welds 844, 980, and 1001. The outer fusion bead will be removed prior to installation of the repair band and insulation and polycoating will be re-applied after the repair.

As mentioned previously, at this time, we have not had a weld failure since 07/17/18 and have made several improvements to our field and QC process. This being said, we are still exercising caution and conducting additional testing and analysis to rule out other potential causes for failure. As this information is received, we will pass it along to both the Engineer and Owner.

Sincerely,

Jeff Galterio, PE
General Manager

Attachment 1 – Joint Report for Weld 893
Attachment 2 – Joint Report for Weld 1140
Attachment 3 – Joint Report for Weld 1162
Attachment 4 – Joint Report for Weld 1216
Attachment 5 – Joint Report for Weld 1256
Attachment 6 – Joint Report for Weld 1341
Attachment 7 – Joint Report for Weld 1002
Attachment 8 – Joint Report for Weld 1046



Printed: 2018-06-02 20:51:56 UTC

McElroy Joint Report

Reference Number 963516

Job Details

Joint Number 893
 Joint Time 2018-05-23 00:40:32 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf
 Machine Model Pit Bull® 618 HF
 Piston Area 11.78 in²
 Carriage Serial C23184
 Vehicle Serial C23184

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16" IPS
 Wall Thickness DR 11

Pressures

	Drag Pressure	Interfacial	Gauge
Bead Up	38 psi	75 psi	461 psi
Heat Soak		0 psi	38 psi
Fuse/Cool		75 psi	461 psi

Fusion Specification

	Minimum	Maximum
Fusion Type	Butt Fusion	
Fusion Specification	ASTM F2620	
Bead Time	0 seconds	
Bead Size	3/8"	
Heat/Soak Time	392 seconds	
Fuse Time	959 seconds	
Open/Close Time	20 seconds	
Cool Time	0 seconds	
Bead Up	377 psi	546 psi
Heat Soak	0 psi	38 psi
Fuse	377 psi	546 psi
Cool	0 psi	0 psi

External Heater Temperatures

	Side A	Side B
One	435 F	435 F
Two	435 F	435 F
Three	435 F	435 F
Four	435 F	435 F

GPS Location

Date	Latitude	Longitude
2018-05-23 00:40:32.0	64°46'4.502400"N	147°23'2.803200"W

Logged Data Summary

Number of Data Points 460
 Total Fusion Time 1443 seconds
 Maximum Recorded Pressure 572 psi

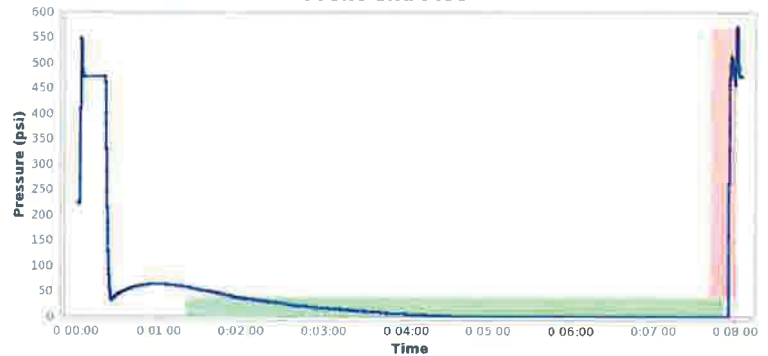
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DataLogger Serial Number RH503Z0707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.02 (22)
 Software Product Name DataLogger 6

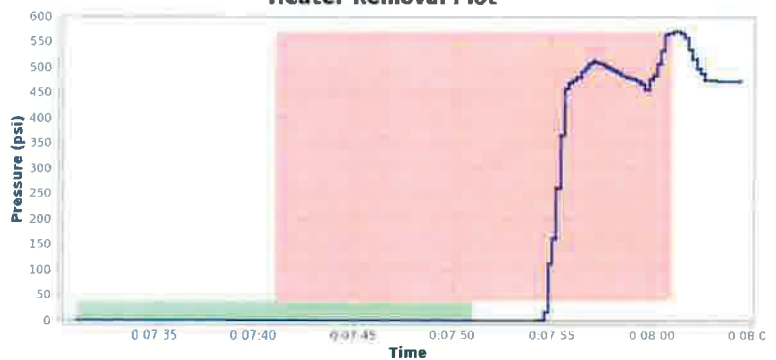
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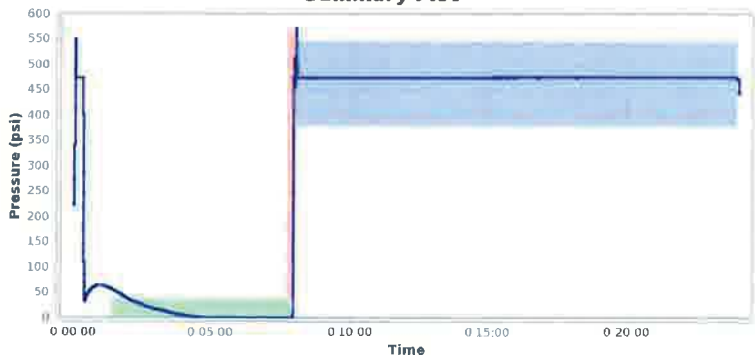
Front-end Plot



Heater Removal Plot



Summary Plot



Notes





Printed: 2018-06-29 18:53:36 UTC

McElroy Joint Report

Reference Number 1002083

Job Details

Joint Number 1140
 Joint Time 2018-06-28 23:42:42 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf. #2
 Machine Model 618 HF
 Plston Area 11.78 in²
 Carriage Serial C17555
 Vehicle Serial C23182

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16 " IPS
 Wall Thickness DR 11

Pressures

	Drag Pressure	Interfacial	Gauge
Bead Up	30 psi	75 psi	453 psi
Heat Soak		0 psi	30 psi
Fuse/Cool		75 psi	453 psi

Fusion Specification

	Minimum	Maximum
Fusion Type	Butt Fusion	
Fusion Specification	ASTM F2620	
Bead Time	0 seconds	
Bead Size	3/8"	
Heat/Soak Time	392 seconds	
Fuse Time	959 seconds	
Open/Close Time	20 seconds	
Cool Time	0 seconds	
Bead Up	369 psi	538 psi
Heat Soak	0 psi	30 psi
Fuse	369 psi	538 psi
Cool	0 psi	0 psi

External Heater Temperatures

	Side A	Side B
One	430 F	430 F
Two	430 F	430 F
Three	430 F	430 F
Four	430 F	430 F

GPS Location

Date	Latitude	Longitude
2018-06-28 23:42:42.0	64°46'4.714800"N	147°23'2.685600"W

Logged Data Summary

Number of Data Points 448
 Total Fusion Time 1392 seconds
 Maximum Recorded Pressure 785 psi

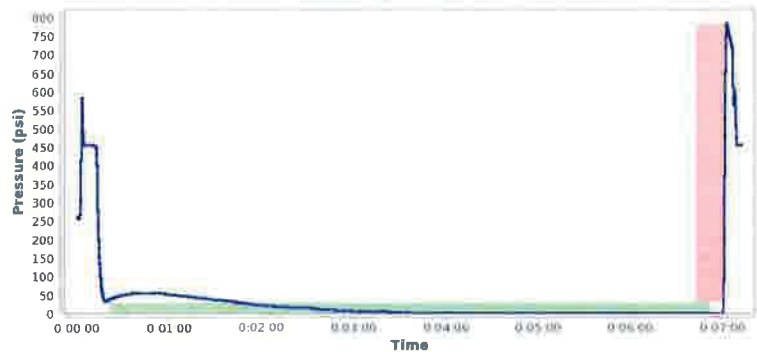
Device Information

DataLogger Serial Number RH50320707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product Name DataLogger 6

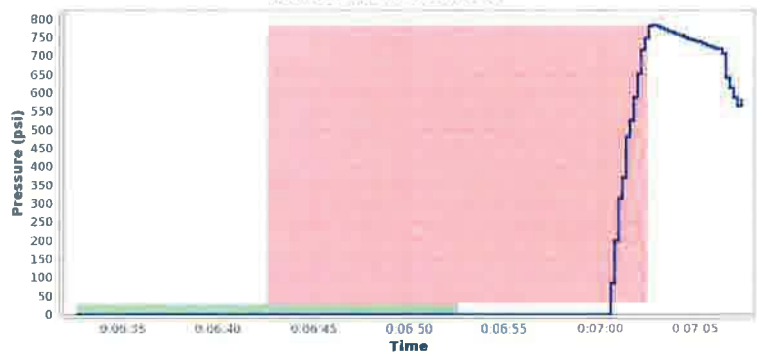
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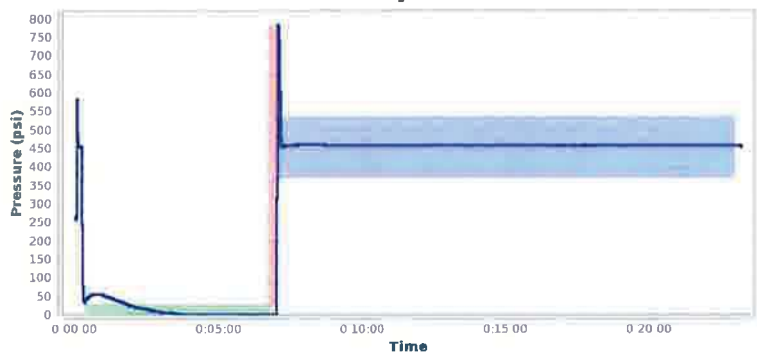
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 1002083





McElroy Joint Report

Reference Number 1009419

Job Details

Joint Number 1162
 Joint Time 2018-07-05 19:16:03 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf. #2
 Machine Model 618 HF
 Piston Area 11.78 in²
 Carriage Serial C17555
 Vehicle Serial C23182

Pipe Specifications

Pipe Material PE4710
 Pipe Size 12" IPS
 Wall Thickness DR 11

Pressures

Drag Pressure 33 psi
 Interfacial Gauge
 Bead Up 75 psi 302 psi
 Heat Soak 0 psi 33 psi
 Fuse/Cool 75 psi 302 psi

Fusion Specification

Fusion Type Built Fusion
 Fusion Specification ASTM F2620
 Bead Time 0 seconds
 Bead Size 1/4"
 Heat/Soak Time 312 seconds
 Fuse Time 764 seconds
 Open/Close Time 15 seconds
 Cool Time 0 seconds

	Minimum	Maximum
Bead Up	248 psi	355 psi
Heat Soak	0 psi	33 psi
Fuse	248 psi	355 psi
Cool	0 psi	0 psi

External Heater Temperatures

	Side A	Side B
One	435 F	435 F
Two	435 F	435 F
Three	435 F	435 F
Four	435 F	435 F

GPS Location

Date	Latitude	Longitude
2018-07-05 19:16:03.0	64°46'4.693200"N	147°23'2.821800"W

Logged Data Summary

Number of Data Points 310
 Total Fusion Time 1255 seconds
 Maximum Recorded Pressure 591 psi

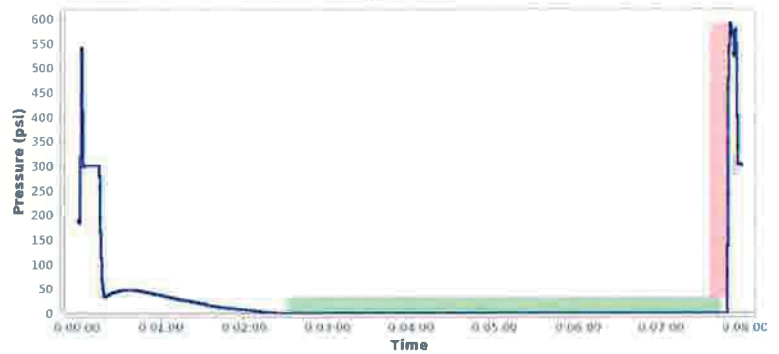
Device Information

DataLogger Serial Number RH503Z0707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product Name DataLogger 6

Data Source

Upload Time 2018-07-05 22:34:09 GMT

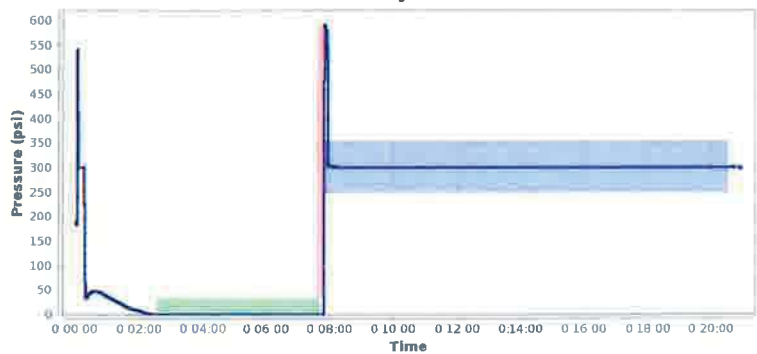
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 1609419





McElroy Joint Report

Reference Number 1019158

Job Details

Joint Number 1216
 Joint Time 2018-07-12 20:05:03 GMT
 Job north pole water line 2018
 Operator mike swanson
 Aborted Joint No

Fusion Machine

Machine Name 618hf. #2
 Machine Model 618 HF
 Piston Area 11.78 in²
 Carriage Serial C17555
 Vehicle Serial C23182

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16" IPS
 Wall Thickness DR 11

Pressures

Drag Pressure 38 psi
 Interfacial
 Gauge
 Bead Up 75 psi 461 psi
 Heat Soak 0 psi 38 psi
 Fuse/Cool 75 psi 461 psi

Fusion Specification

Fusion Type Butt Fusion
 Fusion Specification ASTM F2620
 Bead Time 0 seconds
 Bead Size 3/8"
 Heat/Soak Time 392 seconds
 Fuse Time 959 seconds
 Open/Close Time 20 seconds
 Cool Time 0 seconds
 Minimum Maximum
 Bead Up 377 psi 546 psi
 Heat Soak 0 psi 38 psi
 Fuse 377 psi 546 psi
 Cool 0 psi 0 psi

External Heater Temperatures

	Side A	Side B
One	430 F	425 F
Two	430 F	430 F
Three	430 F	430 F
Four	430 F	430 F

GPS Location

Date	Latitude	Longitude
2018-07-12 20:05:03.0	64°46'4.751400"N	147°23'2.721600"W

Logged Data Summary

Number of Data Points 376
 Total Fusion Time 1589 seconds
 Maximum Recorded Pressure 627 psi

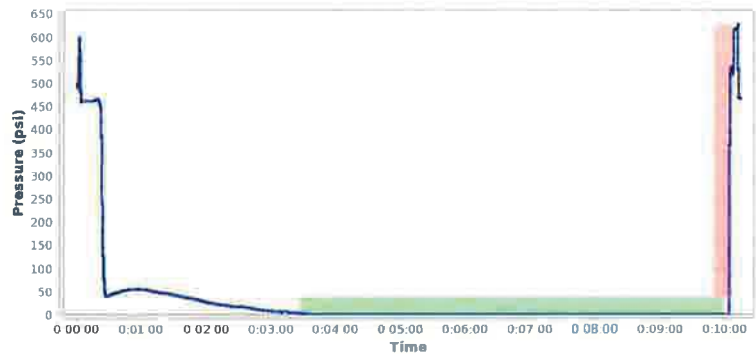
Device Information

DataLogger Serial Number RH503Z0707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product Name DataLogger 6

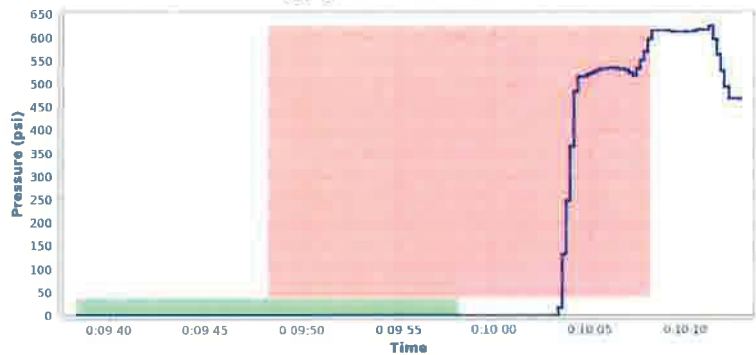
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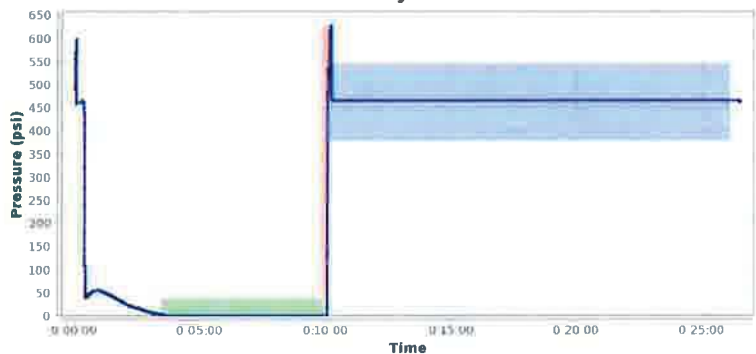
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report 1019158





McElroy Joint Report

Reference Number 1022131

Job Details

Joint Number 1256
 Joint Time 2018-07-16 23:22:28 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf. #2
 Machine Model 618 HF
 Piston Area 11.78 in²
 Carriage Serial C17555
 Vehicle Serial C23182

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16 " IPS
 Wall Thickness DR 11

Pressures

Drag Pressure 48 psi
 Interfacial Gauge
 Bead Up 75 psi 471 psi
 Heat Soak 0 psi 48 psi
 Fuse/Cool 75 psi 471 psi

Fusion Specification

Fusion Type Butt Fusion
 Fusion Specification ASTM F2620
 Bead Time 0 seconds
 Bead Size 3/8"
 Heat/Soak Time 392 seconds
 Fuse Time 959 seconds
 Open/Close Time 20 seconds
 Cool Time 0 seconds
 Minimum Maximum
 Bead Up 387 psi 556 psi
 Heat Soak 0 psi 48 psi
 Fuse 387 psi 556 psi
 Cool 0 psi 0 psi

External Heater Temperatures

	Side A	Side B
One	420 F	420 F
Two	420 F	420 F
Three	420 F	420 F
Four	420 F	420 F

GPS Location

Date	Latitude	Longitude
2018-07-16 23:22:28.0	64°46'4.798200"N	147°23'3.085200"W

Logged Data Summary

Number of Data Points 490
 Total Fusion Time 1597 seconds
 Maximum Recorded Pressure 734 psi

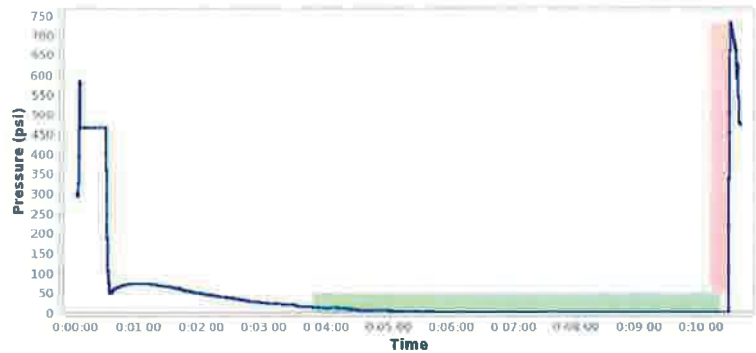
Device Information

DataLogger Serial Number RH503Z0707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product DataLogger 6

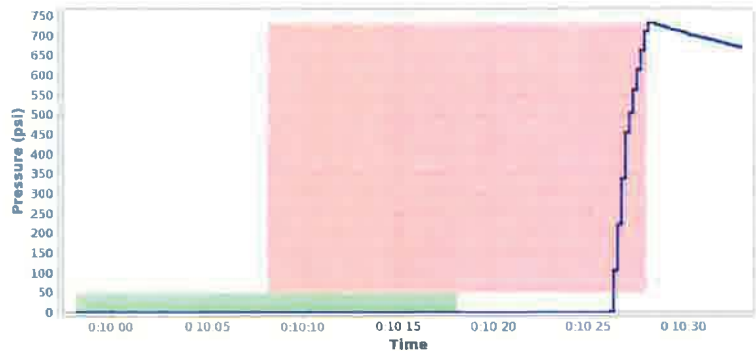
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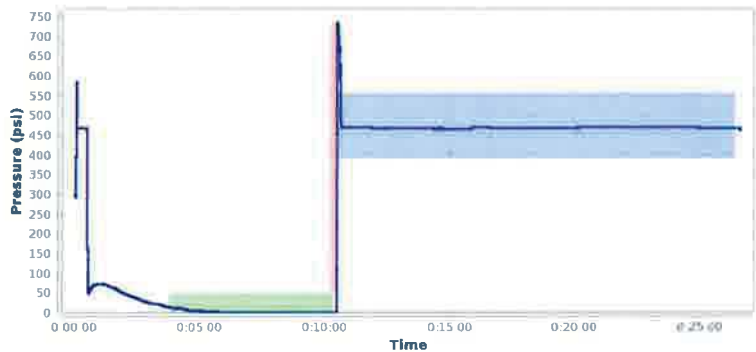
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 1022131





Printed: 2018-07-26 23:19:13 UTC

McElroy Joint Report

Reference Number 1040818

Job Details

Joint Number 1341
 Joint Time 2018-07-26 22:48:41 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf. #2
 Machine Model 618 HF
 Piston Area 11.78 in²
 Carriage Serial C17555
 Vehicle Serial C23182

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16 " IPS
 Wall Thickness DR 11

Pressures

	Drag Pressure	Interfacial	Gauge
Bead Up	39 psi	75 psi	462 psi
Heat Soak		0 psi	39 psi
Fuse/Cool		75 psi	462 psi

Fusion Specification

	Minimum	Maximum
Fusion Type	Butt Fusion	
Fusion Specification	ASTM F2620	
Bead Time	0 seconds	
Bead Size	3/8"	
Heat/Soak Time	392 seconds	
Fuse Time	959 seconds	
Open/Close Time	20 seconds	
Cool Time	0 seconds	
Bead Up	378 psi	547 psi
Heat Soak	0 psi	39 psi
Fuse	378 psi	547 psi
Cool	0 psi	0 psi

External Heater Temperatures

	Side A	Side B
One	425 F	425 F
Two	425 F	425 F
Three	425 F	425 F
Four	425 F	425 F

GPS Location

Date	Latitude	Longitude
2018-07-26 22:48:41.0	64°46'4.778400"N	147°23'3.048600"W

Logged Data Summary

Number of Data Points 598
 Total Fusion Time 1681 seconds
 Maximum Recorded Pressure 689 psi

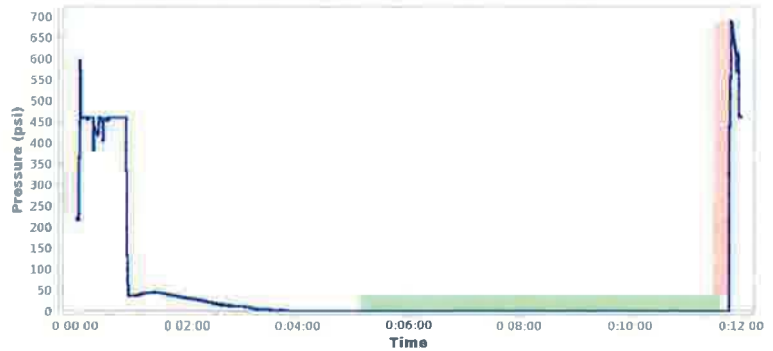
Device Information

DataLogger Serial Number RH503Z0707
 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product Name DataLogger 6

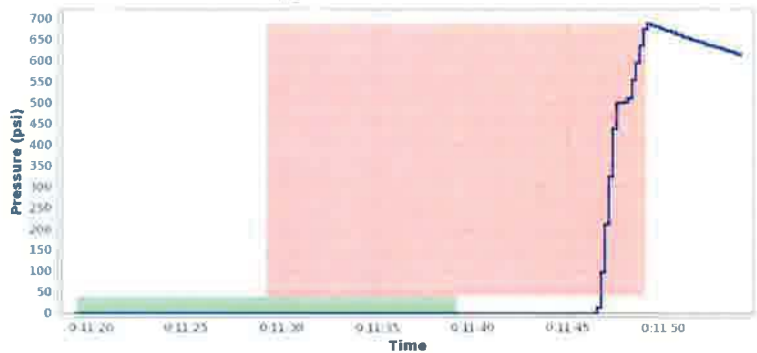
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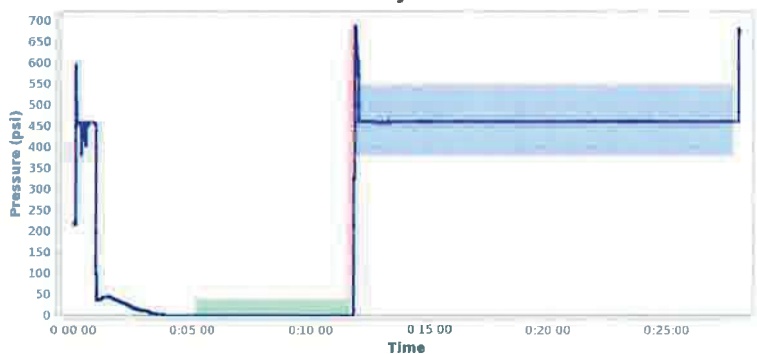
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 1040818





Printed: 2018-06-20 23:30:27 UTC

McElroy Joint Report

Reference Number 988098

Job Details

Joint Number 1092
Joint Time 2018-06-09 16:13:16 GMT
Job north pole water line 2018
Operator tony apustill
Aborted Joint No

Fusion Machine

Machine Name 618hf
Machine Model Pit Bull® 618 HF
Piston Area 11.78 in²
Carriage Serial C23184
Vehicle Serial C23184

Pipe Specifications

Pipe Material PE4710
Pipe Size 16 " IPS
Wall Thickness DR 11

Pressures

Drag Pressure	50 psi		
Bead Up	75 psi	Interfacial	Gauge
Heat Soak	0 psi		473 psi
Fuse/Cool	75 psi		50 psi
			473 psi

Fusion Specification

Fusion Type	Butt Fusion	
Fusion Specification	ASTM F2620	
Bead Time	0 seconds	
Bead Size	3/8"	
Heat/Soak Time	392 seconds	
Fuse Time	959 seconds	
Open/Close Time	20 seconds	
Cool Time	0 seconds	
Bead Up	Minimum 389 psi	Maximum 558 psi
Heat Soak	0 psi	50 psi
Fuse	389 psi	558 psi
Cool	0 psi	0 psi

External Heater Temperatures

	Side A	Side B
One	435 F	435 F
Two	435 F	435 F
Three	435 F	435 F
Four	435 F	435 F

GPS Location

Date	Latitude	Longitude
2018-06-09 16:13:16.0	64°46'4.892400"N	147°23'2.807400"W

Logged Data Summary

Number of Data Points 1230
Total Fusion Time 1454 seconds
Maximum Recorded Pressure 661 psi

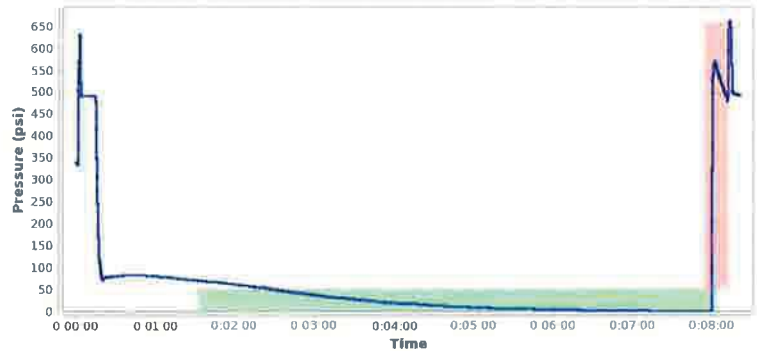
Device Information

DataLogger Serial Number RH503Z0707
Sensor Serial Number MDL6442
Calibration Date 2017-12-27
Firmware Version v6.0
Software Version 1.08 (27)
Software Product Name DataLogger 6

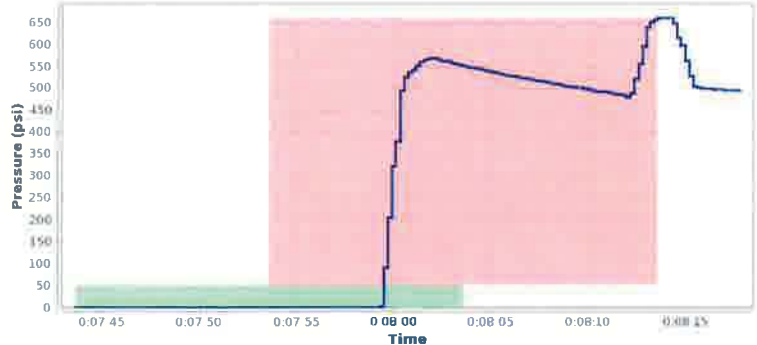
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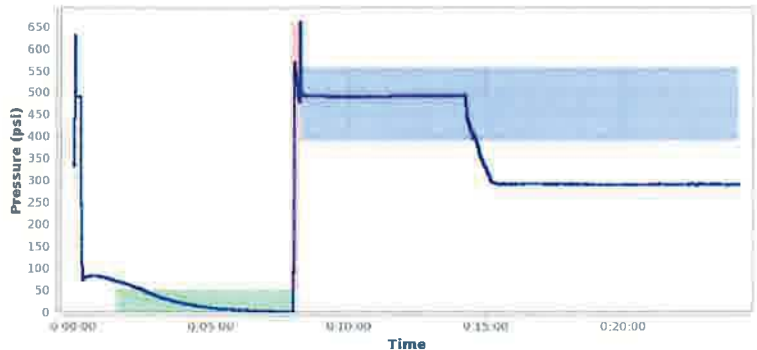
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 988098





McElroy Joint Report

Reference Number 989550

Job Details

Joint Number 1046
 Joint Time 2018-06-15 23:06:20 GMT
 Job north pole water line 2018
 Operator tony apustill
 Aborted Joint No

Fusion Machine

Machine Name 618hf
 Machine Model Pit Bull® 618 HP
 Piston Area 11.78 in²
 Carriage Serial C23184
 Vehicle Serial C23184

Pipe Specifications

Pipe Material PE4710
 Pipe Size 16" IPS
 Wall Thickness DR 11

Pressures

Drag Pressure	29 psi	Interfacial	Gauge
Bead Up	75 psi	452 psi	
Heat Soak	0 psi	29 psi	
Fuse/Cool	75 psi	452 psi	

Fusion Specification

Fusion Type	Butt Fusion	Fusion Specification	ASTM F2620
Bead Time	0 seconds	Bead Size	3/8"
Heat/Soak Time	392 seconds	Fuse Time	959 seconds
Open/Close Time	20 seconds	Cool Time	0 seconds
Bead Up	368 psi	Minimum	537 psi
Heat Soak	0 psi	Maximum	29 psi
Fuse	368 psi		537 psi
Cool	0 psi		0 psi

External Heater Temperatures

	Side A	Side B
One	425 F	425 F
Two	425 F	425 F
Three	425 F	425 F
Four	425 F	425 F

GPS Location

Date	Latitude	Longitude
2018-06-15 23:06:20.0	64°46'5.199000"N	147°23'3.816000"W

Logged Data Summary

Number of Data Points 498
 Total Fusion Time 1453 seconds
 Maximum Recorded Pressure 515 psi

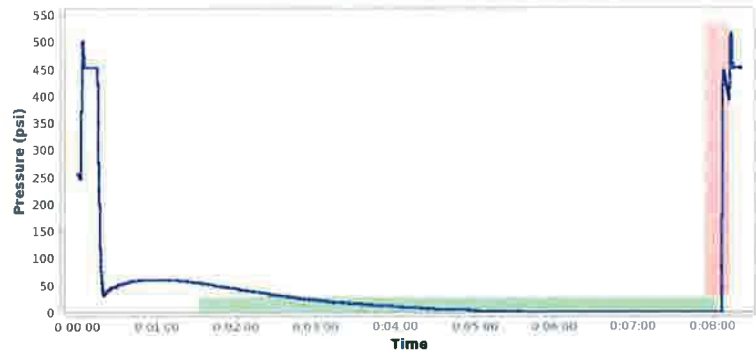
Device Information

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 Sensor Serial Number MDL6442
 Calibration Date 2017-12-27
 Firmware Version v6.0
 Software Version 1.08 (27)
 Software Product Name DataLogger 6

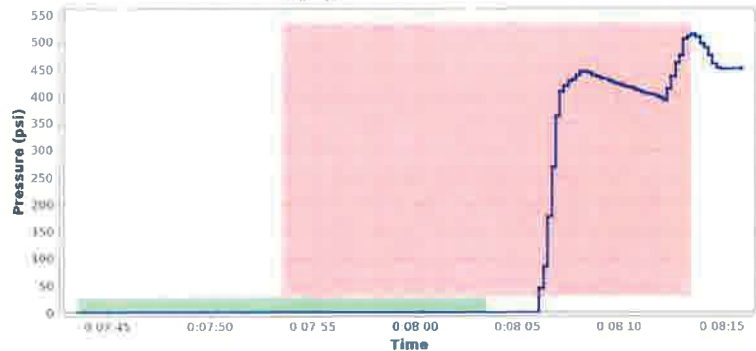
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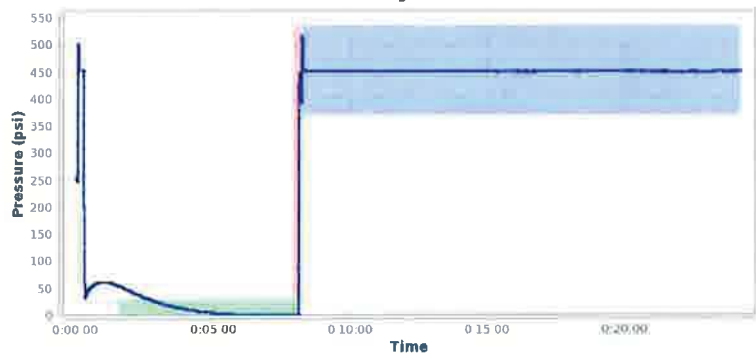
Front-end Plot



Heater Removal Plot



Summary Plot



Notes

Images for report: 989550



MAINTENANCE BOND

Bond Number: _____

KNOW ALL BY THESE PRESENTS, that we Colaska Inc. DBA Exclusive Paving, as principal (the "Principal"), and Liberty Mutual Insurance Company, as Surety (the "Surety") are held and firmly bound unto City of the North Pole, Alaska as obligee (the "Obligee") in the total penal sum of One Million and no/100 Dollars (\$1,000,000) for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated January 24, 2018 entered into a contract (the "Contract") with the Obligee for the 2018 Water System Expansion Project, North Pole, Alaska

_____ which contract is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall remedy without cost to the Obligee any defect which may develop during a period of Eight (8) year(s) commencing only from the date of two years after completion and acceptance of the original work performed under the Contract, provided such defects are caused solely and exclusively by defective workmanship performed by Exclusive Paving and pertaining only to field welds performed by Exclusive Paving on or before July 20, 2018 for the following sections of 12 inch diameter and 16 inch diameter pipe in Zone 2, set out in Drawing Sheets 201.1 to 201.28 of the Contract:

From Station:	To Station:
2001+00	2085+91
2201+05	2312+76
2401+00	2404+30
2404+40	2454+37
2471+00	2488+55
2601+00	2626+53
2700+80	2706+91
2306+49	2312+76
2801+00	2807+84

(collectively, the above shall be referred to as "Covered Work"). The Covered Work does not include any factory welds (i.e., mitered fittings), or any bolted connections, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

Notwithstanding, this maintenance bond does not cover or provide any payment obligations for any damage, liabilities, or claims made pertaining to the Covered Work in the event any damages, liabilities, or claims to the Covered Work is caused, directly or indirectly, by any of the following:

- Normal wear and tear, Acts of God, abuse, modifications, or improper maintenance or improper use any of the Covered Work at any time after the date of completion and acceptance of the work under the Contract.

PROVIDED AND SUBJECT TO THE CONDITIONS PRESEDENT:

1. Obligee shall provide both Principal and Surety with written notice of the discovery (Notice of Discovery) of any item of defective workmanship for the Covered Work during the covered period (a "Covered Item"). Should Principal

improperly fail to remedy the Covered Item, then Obligor shall make a written demand upon the Surety ("Demand") within ninety (90) days of the Obligor's issuance of the Notice of Discovery of the Covered Item.

2. The Notice of Discovery and the Demand shall be in writing and via certified mail to the Principal and to the Surety. Notice to the Surety shall be delivered to the attention of the Surety Law Department at the above address.
3. The total exposure under this bond is \$1,000,000 and will not aggregate for a larger amount.
4. No suit or action may be commenced by the Obligor against the Surety after the expiration of one (1) year (or such lesser time period as otherwise permitted by relevant law) from the date of Obligor's discovery of a Covered item. If the provision of this paragraph is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

Dated as of this _____ day of _____, _____

WITNESS/ATTEST

Colaska Inc. DBA Exclusive Paving

(Principal)

By: _____ (Seal)

Liberty Mutual Insurance Company

(Surety)

By: _____ (Seal)

Attorney-in-Fact Bradley N. Wright

Surety Phone Number (617) 357-9500