

CITY OF NORTH POLE

Regular Meeting March 18, 2019 North Pole Council Chambers 125 Snowman Lane, North Pole, Alaska

www.northpolealaska.com

Monday, March 18, 2019 Committee of the Whole: 6:30 p.m. Regular City Council Meeting – 7:00 p.m.

MAYORCITY CLERKMichael WelchJudy Binkley488-8584488-8583

COUNCIL MEMBERS

Doug Isaacson – Mayor Pro Tem	322-3133
Avery Thompson – Deputy Mayor Pro Tem	388-5351
Perry Walley – Alt Dep Mayor Pro Tem	347-0135
DeJohn Cromer	347-2808
Aino Welch	488-5834
David Skipps	750-5106

- 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
 - **a.** March 04, 2019
- 6. Communications from the Mayor
- 7. Council Member Questions of the Mayor
- 8. Communications from Department Heads, Borough Representative and the City Clerk
- 9. Ongoing Projects Report

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

11. Old Business

12. New Business

- **a.** Restaurant Designation Permit Application for Moody Brews BBQ & Catering.
- b. Liquor License Renewal for Moody Brews BBQ & Catering.
- **c.** Request to Approve a Matching Contribution of \$78,585 for the Construction of the Homestead Road Pedestrian Path Extension.
- **d.** Request to Authorize the Order of One New Police Department Patrol Car in the Amount of \$36,290.00.
- **e.** Ordinance 19-05, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.
- **f.** Ordinance 19-06, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.

13. Council Comments

14. Adjournment

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



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

A regular meeting of the North Pole City Council was held on Monday, March 04, 2019 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, March 04, 2019 to order at 7:00 p.m.

There were present:

Absent/Excused

Doug Isaacson – Mayor Pro Tem
Avery Thompson – Deputy Mayor Pro Tem
Perry Walley – Alt Dep Mayor Pro Tem
DeJohn Cromer
Aino Welch
David Skipps
Mayor Welch

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Welch

INVOCATION

Invocation was given by Ms. Welch

APPROVAL OF AGENDA

Mr. Isaacson *moved to* approve the agenda of March 04, 2019

Seconded by Ms. Welch

DISCUSSION

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

Old Business:

- **a.** Ordinance 19-03, An Ordinance of the North Pole City Council Amending Title 10 Vehicles and Traffic by Adding Chapter 10.03 Restrictions on Certain Vehicles.
- **b.** Ordinance 19-04. An Ordinance of the City of North Pole, Alaska to Amend Title 1, by Updating General Penalties and Including a Surcharge Section and a Minor Offense Fine Schedule.

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Minutes March 04, 2019 NOT A VERBATIM TRANSCRIPT

New Business:

a. Request to Approve the Fairbanks Area Surface Transportation Planning Inter-Governmental Operating Agreement and Memorandum of Understanding for Transportation and Air Quality Planning in the Metropolitan Area of the Fairbanks Metropolitan Planning Organization.

Seconded by Ms. Welch

Discussion

None

On the amendment

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

On the Agenda as amended

Discussion

None

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

APPROVAL OF MINUTES

Ms. Welch moved to approve the Minutes of February 19, 2019

Seconded by Mr. Cromer

Discussion

None

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

COMMUNICATIONS FROM THE MAYOR (Audio 5:12)

- Represented the City of North Pole at the Alaska Conference of Mayors/Alaska Municipal League with Mayor Pro Tempore Doug Isaacson on Monday, February 18 – Friday, February 22 in Juneau. The State Capital Building was extremely busy due to the reorganization of the House for the 31st Legislative session.
- Doug and I were able to see Rep. Talerico, Rep. Wilson, Rep. Lance Pruitt, House Majority Leader Rep. Thompson, and Speaker of the House Bryce Edgmon. On the Senate side we were seen by Sen. John Coghill's office, Sen. Click Bishop, and Sen. Scott Kawasaki. For the Executive Branch, we were hosted by Lt. Gov. Meyer at his mansion on Tuesday evening February 19. On Thursday the 21st we met with Commissioner Jason Brune of ADEC to discuss the CNP sewer outflow project. I was able to meet with Governor Mike Dunleavy at 1530 for 22 minutes. We discussed the needs of the CNP, as well as the PFD and PERS impact to our budget. I expressed gratitude for his reassignment of NPPD Chief Dutra to the Alaska Police Standards Council.
- The AML agenda had us cover a wide range of topics, including police recruitment and retention, as well as online sales tax at the community level. I am sure that Pro Tem Isaacson has more in his report; Doug was an invaluable asset to help me express the true needs of CNP! We were both recognized on the floor of the House on Friday, February 22 when we were introduced by Rep. Wilson to the Finance Committee Technical session. Speaker Edgmon gave special recognition to former House Representative Douglas W. Isaacson.
- On Saturday, February 23, I was joined by my wife to attend the funeral and Celebration of Life for former Lt. Governor Jack Coghill. We were joined by Pro Tem Isaacson, and we represented the CNP well along with 400 citizens from the Governor to Jack's family and friends! I purchased each of you a gift of his book <u>Growing Up in Alaska</u> with hopes that each of you will find time to read and enjoy it.
- Monday, February 25, 1830-2100, I attended the FNSB Badger Road to Salcha expansion plan. There were 54 citizens in attendance representing all these areas. There were 14 questions that participants actively answered by way of electronic transponders. We received instant and accurate feedback. It was noted by the presenter and a FNSB rep that I was the only one representing the government of the CNP.
- I attended the North American Junior Mushers Association event in North Pole this past Sunday. I was happy to hear that there were more than 75 family participants on Saturday, and at least 60 on Sunday. I took the 2 mushers, Jameson and Christine to Little Richards for dinner as my way of saying thanks for coming out with the dogs and sleds so that so many kids could have a good time!

COUNCIL MEMBER QUESTIONS OF THE MAYOR (Audio 14:13)

- Mr. Thompson asked about the process for the Borough Representative because during a previous meeting, a sign-up sheet was passed around for Council Members, but according to Code, it states that the Borough Representative is to be elected by the Council. Mayor Welch replied that he asked Council Members to sign up and once the sign-up sheet was filled out, that would be how Council elected the representatives. Mr. Thompson stated that seemed to be the opposite of what the Code states.
- Mr. Thompson asked why the City would hire a temporary accountant considering the memo the Mayor sent out and for a position the City has never hired for before. Mayor Welch replied he is using the process to demonstrate the need for a temp during the time of an audit so the City has a more successful audit. Ms. Fogarty, the CFO, stated it is correct the City has never hired a temporary accountant before but that her office is extremely busy so the goal of hiring a temporary accountant is to free up her time so she can focus on the audit. Mr. Thompson asked why the City can't make do with the current staffing. Mayor Welch replied that there have been issues with the audit in the past and costs the City more in the long run. The City is not always prepared for the audit so the City has to pay more money to do an audit. This position is being used as a "proof of concept" that one day, as the City grows, the City will need more employees. Mr. Thompson state the City shouldn't be incurring this one-time expense, especially when pay freezing every other employee in the City. Mayor Welch responded that there are no benefits with the package and it will not be an ongoing expense.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Dept., Chief Dutra (Audio 27:35)

- Coffee with a Cop in Fairbanks at McCafferty's. Was well attended.
- I attended the APOA Award banquet humbled to report I received 2018 Chief of Year. Thanked for my efforts in teaching ALiCE.
- I had my first Senate Confirmation hearing awaiting House hearing for APSC appointment.
- We will bring a fiscal note forward at the next Council meeting to increase our grant award by \$19,100.00 for JAG 2018-19 grand period.
- We have a couple of applicants moving to final three phases of hiring. First time in long time.
- Leadership training modules are started and books are available at NPPD if you need them.
- Planning Sgt. Stevenson's retirement party on May 3rd.
- Also planning department awards banquet on the 15th at 6pm. Would like to know if any Council members will be attending.
- Our squad room has been repainted and flooring is going in tomorrow. Come see if you

- have a spare moment. Long overdue and it has been a collaborative effort.
- Mayor and I have worked to find ways to save money in light of new state budget so we have reduced our car purchase to one and holding the funds for second until better picture is available. The second car can be ordered at later date if things stabilize.
- NPE conducted their first ALiCE active assailant drill. 4 of us attended and it was a success. Hats off to Principal Winford and Counselor Illingworth for their efforts. Thank you Council for their support and monetary commitment to the program.
- I put in for legislative funds through DPS for GO-Buckets for NP schools and active shooter plates for PD employees and DOT program supplies. Roughly \$20k in equipment.
- I gave Captain Wall our prestigious Inter-Agency Award for his efforts in supporting all law enforcement causes and making commitments to foster good relationships.
- Stats for February 2019.
- Motorola radios have arrived and 2 have been sent to Fire Department.
- Sgt. Bellant is off to Anchorage for DHS&EM AK Shield final planning meeting.
- Mr. Isaacson asked if people have to pass a preliminary test before they become an applicant. Chief Dutra replied that is correct. There is a screening process and many applicants are lost during that process. Mr. Isaacson asked if there is a solution that may be recommended to Council to consider. Chief Dutra replied that the City is not attracting enough qualified applicants and firmly believes it's because of the pay. Mr. Isaacson asked if the chief and lieutenant patrol on a regular basis or basically relegated to administrative tasks. Chief Dutra replied he is relegated mostly to administrative tasks, as is the lieutenant but he is in uniform every day and goes on calls on a regular basis and went out to one today.
- **Mr. Thompson** asked if a fleet report could be brought to the Council at the next meeting. Chief Dutra replied he would bring that.
- Mr. Walley asked about the \$2 million that is available for grants. Chief Dutra replied that it is legislative funding for crime prevention and crime response and is mainly meant for small communities. Chief Dutra's understanding is the money has been sitting there for a while and no one has applied for it.
- **Mr. Cromer** asked what has happened with the recent vandalism. Chief Dutra replied he would look the case up and report on the next Council meeting.

Fire Dept., Chief Coon (Audio 45:53)

• I participated in a Borough workshop to establish a new regional emergency services advisory committee. This workshop is significant because it combines fire and EMS which has been completely separate in the Borough. The ordinance as written does not include the City of North Pole on the committee. I lobbied strongly for the City to have a seat at the table. The seat could be filled by a City resident and did not specifically have to be a Fire Department member. Being involved in the process is important because if there is a major event anywhere in the Borough, both cities would be involved to the same extent as the Borough fire departments would be. It just makes sense for us to be

- involved. If you go to Mayor Ward's town hall meeting, please bring up these concerns.
- We have members taking EMS classes and several staff members are preparing for a state company officer class that will be held at NSVFD.
- Maintenance Report:
 - O Captain Hamlin has been working on some drive train problems on the first and second out ambulances. He replaced inner axel seals which is no small task as it requires complete disassembly of the front end to change. This was done completely in-house and without overtime.
 - o We are still expecting the new ambulance later this month and we will bring it to a Council meeting after it is in service. The cost was just over \$207,000 and is the first vehicle we have been able to buy using fleet funds.
 - o Chief Coon thanked the Council for the small increase to the fleet fund for 2019 but this is yet another reminder that the City must be diligent about increasing fleet funds for the Fire Department and transferring any unexpended funds from 2018 into the fleet fund so we can afford to replace our rolling stock.
- Chief Coon thanked Council Member Thompson for his kind words last meeting
 regarding how well the Fire Department was running. He also stated that several
 members of the Fire Department read the minutes and were aware that the Council values
 the department members. Morale at the NPFD is good and the members feel valued by
 the Council and administration.
- Mayor Welch asked for an update on the negotiations with the Borough. Chief Coon replied that negotiations have basically concluded and the City is expecting to receive the same amount as last year plus a 2% increase plus a little bit for fleet funds.

Finance, Tricia Fogarty (Audio 53:44)

- Last week there was a software upgrade with our accounting software, Caselle. It took several phone calls to get that upgrade started and once it was completed, there were issues.
- Payroll has been started and there are no issues yet.
- There has been an uptick in our health insurance claims for the month of January (\$~154,000) and February (\$104,000). Notification was received that a \$50,000 stop loss check should be coming soon.
- Amazon submitted an application for a business license and filed some sales tax. The
 business license was processed but the sales tax was not accepted. We want Amazon to
 refund the money to the customer.

<u>Director of City Services, Bill Butler</u> (Audio 1:00:19)

Building Department

• No building permits issued but three permit applications submitted: small commercial addition; new residential home; and IGU gasification plant (engineer's estimate: \$8.7M).

Public Works

- Homestead pedestrian path (Old Richardson Highway to Perimeter) received notification that matching contribution has increased, but received notification too late to present at this Council meeting.
 - o Need to relocate road centerline that was not originally anticipated.
 - o Approximate \$20,000 increase to \$78,585.
 - o FMATS match requirement is less than 10% of the total project cost.

Utility Department

- Sulfolane settlement.
 - No construction activities presently occurring.
- Moose Creek Water System Expansion Project.
 - o Received a draft of Phase 2 Cooperative Agreement full engineering and design.
 - Delaying briefing on project status because Concept Design report due date was extended to March 4. Will provide a detailed briefing at March 18 Council meeting.
 - Drafting service area application to the Regulatory Commission of Alaska for the Moose Creek service area – Certificate of Public Convenience and Necessity (CPCN). Narrative approximately 80% complete; attachments approximately 60% complete.

Natural Gas Utility Board

- Permit application submitted for IGU regasification plant in North Pole.
 - o Goal is fall 2019 completion date.
- **Mr. Isaacson** asked if IGU could do a presentation to Council on the scope of the project. Mr. Butler replied that he would ask.
- Ms. Welch asked where the temporary tank was going to be located. Mr. Butler replied that GVA owns land down H & H Road across from the Flint Hills gate.

Borough Representative

None

City Clerk's Office, Judy Binkley (Audio 1:06:00)

- Please don't forget to complete you APOC POFD filings. The due date is March 15th! Please make sure that you provide a copy of your filing to me once you've completed it.
- I will be on vacation for just over a week immediately following our March 18th Council Meeting.

ONGOING PROJECTS (Audio 1:06:52)

Councilman Isaacson's Report to the Council: AML Legislative Session, Juneau, February

19-22, 2019

- The Alaska Municipal League annual Legislative meeting was held in Juneau from February 19-22, 2019 and held at the Baranof Hotel. This year, unlike in years past, we huddled in plenary sessions due to the extraordinary nature of the Governor's amended FY20 budget released the Friday before the meetings via a suite of bills. No one, not even the Legislature, had digested all the ramifications. The Governor's goal is laudable: have expenditures match anticipated revenues of \$3.2 Billion.
- As it may affect municipalities, here's a partial summary of what's known:
 - o The Governor is proposing a \$1.6 BILLION CUT in UGF expenditures;
 - Authority for Municipal governments to tax oil infrastructure and properties will be revoked, the revenues will be collected by the State – this will greatly affect the FNSB, therefore North Pole residents;
 - o Education expenditures will be cut by 10% over FY19, also greatly affecting FNSB and North Pole residents;
 - o Municipal "revenue sharing" will be split at last year's \$30 million total distribution;
 - o Municipalities will split an additional \$20 million from the State's collection of alcohol tax (the new slogan throughout Alaska will be "Have a drink, save your city!")
 - o The cuts would eliminate multiple services in State government, transferring programs/services to municipalities, possibly including road maintenance, greatly affecting the cost to the City of North Pole;
 - o The cuts are proposed to be enacted all at once, contrasted to the promise to "repay" PFD's which will be enacted over 3 years. However, as calculated by Legislative Finance, payments for the PFD's in FY20 (\$2.465 Billion: \$1.9 Billion, normal "fully-funded" plus \$565 Million for retroactive payments) will be greater than payments for education (\$1.3 Billion) or Health and Social Services (\$1.8 Billion).
- In other news, I accompanied Mayor Welch on visits to various Legislators, including Reps Tammie Wilson and Steve Thompson, Speaker Edgmon, Senators Bishop and Kawasaki, and met separately with many others; we attended a reception with the Lt. Governor and spoke with him of our concerns and needs.
- We had a productive meeting with the nominated DEC Commissioner, Jason Brune and members of his staff regarding our Utilities Outflow project. He and his staff recommended the City pursue a USDA loan, the interest rate is currently about 4%, 50% of which would be grant, to complete the project and then it could theoretically be refinanced by the State's Revolving Loan Fund, which is currently around 2%. He said the City is working diligently on the project and is not in danger of punitive actions. He did warn us that municipalities may have a liability if PFAS is found in any of our remediated sludge which was distributed as fertilizer.
- We had great networking opportunities with munis and addressed issues and concerns with other state officials, including DCRA, OMB, Public Safety, and with Senators

- Murkowski and Sullivan and their staff.
- Finally, we also were engaged with other municipalities discussing appropriate steps to take, the timeline and costs associated for creating a model template and unified approach to collecting online sales tax.

Mr. Walley's Report to the Council: Finance Committee Update

- The committee had their second meeting on February 21st and was attended by Tricia Fogarty, Kathleen Thompson, Rollie Miranda, and Benjamin Williams.
- This was a continuation of education and the committee started to look at the revenue side of things and options and the AML investment pool. The committee requested rate of return data from the CFO.
- The committee is also looking at the sales tax exemptions and different options associated with that.
- The next meeting is scheduled for March 27th in Council Chambers at 2:00 p.m.

<u>CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)</u> (Audio 1:25:04)

- **Dawn Murphy**, 2644 Diamond Street, North Pole Spoke on behalf of Explore Fairbanks and provided a copy of the November 2018 edition of Raven Alaska Airlines Alaska Spirit Magazine.
- **Jordan Ikerd**, 212 Wedgewood, Fairbanks Spoke to the development of a new church in North Pole, Northlight Community Church.

OLD BUSINESS

Consented

NEW BUSINESS

Consented

Mr. Isaacson *moved to* Adjourn into Executive Session to Discuss Personnel Issues in the Utility Department and Personnel Issues in the City Services Department.

Seconded by Mr. Walley

Mayor Welch brought the meeting back to order at 9:55 p.m.

Ms. Welch moved to Suspend the Rules and Extend the Meeting for 30 Minutes.

Seconded by Mr. Isaacson

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

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NOT A VERBATIM TRANSCRIPT

Minutes March 04, 2019 Mr. Thompson *moved to* Adjourn Back into Executive Session to Discuss Personnel Issues in the Utility Department and Personnel Issues in the City Services Department.

Seconded by Mr. Skipps

Mayor Welch brought the meeting back to order at 10:07 p.m.

Mr. Thompson *moved to* Approve the Actions as Recommended in the Executive Session to Discuss Personnel Issues in the Utility Department.

Seconded by Ms. Welch

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

Mr. Isaacson moved to Approve the Actions as Recommended in the Executive Session to Discuss Personnel Issues in the City Services Department.

Seconded by Ms. Welch

PASSED

Yes: 7 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch, Welch

No: 0 Absent: 0

COUNCIL COMMENTS

None

Mr. Thompson moved to adjourn the meeting at 10:09 p.m.

Seconded by Mr. Skipps

The regular meeting of Monday, March 04, 2019 adjourned at 10:10 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, March 18, 2019.

Michael W. Welch, Mayor **ATTEST:** Judy L. Binkley, City Clerk



MEMORANDUM

City of North Pole Clerk's Office

Judy L. Binkley, City Clerk

TO: Mayor Welch and City Council Members

FROM: Judy L. Binkley, City Clerk

SUBJECT: Application for Restaurant Designation Permit

DATE: March 13, 2019

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for a Restaurant Designation Permit for Moody Brews BBQ & Catering. The City Council has the authority to approve or disapprove the application.

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

As of this date, the establishment is past due on their Utility account which has a balance of \$1461.02 and have not filed December 2018 or January 2019 taxes, which are also past due. There are no other departmental objections.



Alaska Alcoholic Beverage Control Board

Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov

https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A detailed floor plan of the proposed designated and undesignated areas of the licensed business and a menu or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 - AS 04.16.052 and 3 AAC 304.715 - 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 - Establishment Information Enter information for licensed establishment. Licensee: License Type: License Number: **Doing Business As: Premises Address:** State: City: ZIP: **Contact Name: Contact Phone:** Section 2 - Type of Designation Requested This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply): Dining after standard closing hours: AS 04.16.010(c) Dining by persons 16 - 20 years of age: AS 04.16.049(a)(2) ALCOHOL MARIJUANA CONTROL OFFICE Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3) Employment for persons 16 or 17 years of age: AS 04.16.049(c) NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age. **OFFICE USE ONLY** Issue Date: Transaction #: BRE:



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov

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

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 - Additional Information Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm: monday - Saturday 11 Am to 8 Pm Yes No Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises? If "Yes", describe the entertainment offered or available: ALCOHOL MARIJUANA CONTROL OFFICE Food and beverage service offered or anticipated is: other table service buffet service counter service If "other", describe the manner of food and beverage service offered or anticipated: Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours? Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third

[Form AB-03] (rev 10/10/2016)

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page of this form that meet the requirements of this form.



Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 <u>alcohol.licensing@alaska.gov</u>

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

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 - Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-01 <u>and</u> clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.



[Form AB-03] (rev 10/10/2016)

Cross way

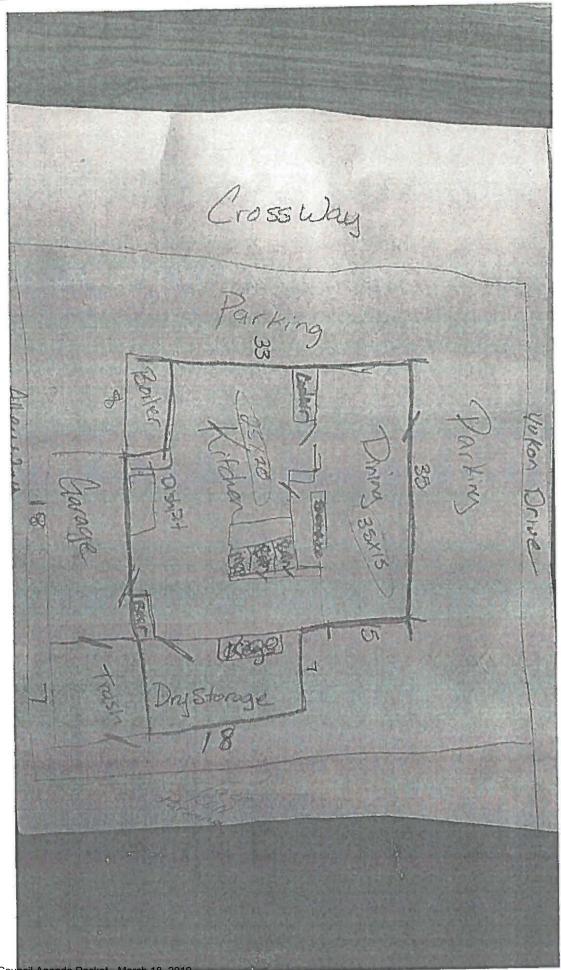
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AMCO





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Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section !	5 – Certifications and Approvals	
Read each line below, and then sign your initials	s in the box to the right of each statement:	Initials
business for purposes of this application. I under I have included with this form a menu, or an exp	an of the proposed designated and undesignated areas of the license rstand that this diagram is different than my licensed premises diagrapeected menu, listing the meals to be offered to patrons. In designation is either a beverage dispensary, club, recreational site,	am.
a 21 au	including all attachments and accompanying schedules and statements. Signature of Notary Public Notary Public in and for the State of	its, is true,
	My commission expires:	25 2020
STATE OF ALASKA NOTARY PUBLIC Kiersten Mack My Commission Expires: December 25, 2020	APR 0 4 2017 ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA	, 20
Local Government Review (to be completed by	an appropriate local government official): Approved	Disapproved
Signature of local government official	Date	
Printed name of local government official	 Title	

[Form AB-03] (rev 10/10/2016)

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Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501 alcohol.licensing@alaska.gov

https://www.commerce.alaska.gov/web/amco Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:			
Signature of AMCO Enforcement Supervisor	Printed name of AMCO Enforcement Supervisor		
Enforcement Recommendations:			
AMCO Director Review:		Approved	Disapproved
Signature of AMCO Director	Printed name of AMCO Director		
 Date			
Limitations:			
RECEIVED APR 0 4 2017			
ALCOHOL MARIJUANA CONTROL OFFICE STATE OF ALASKA			

[Form AB-03] (rev 10/10/2016)

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City Council Agenda Packet - March 18, 2019

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City Council Agenda Pa	acket - March 18, 2019	25 of 78

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City Council Agenda Packet - March 18, 2019



MEMORANDUM

City of North Pole Clerk's Office

Judy L. Binkley, City Clerk

TO:

Mayor Welch and City Council Members

FROM:

Judy L. Binkley, City Clerk

SUBJECT:

Application for Liquor License Renewal

DATE:

March 13, 2019

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for a liquor license renewal for the following:

License Type:	Restaurant/Eating Place	License Number:	2985
Licensee:	Steven & Julie Moody		
Doing Business As:	Moody Brews BBQ & Catering		

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

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

As of this date, the establishment is past due on their Utility account which has a balance of \$1461.02 and have not filed December 2018 or January 2019 taxes, which are also past due. There are no other departmental objections.



Department of Commerce, Community, and Economic Development

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

March 4, 2019

City of North Pole Attn: Kathy Weber

Via Email: kathy.weber@northpolealaska.org

Cc: kmajor@fnsb.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Restaurant/Eating Place License Number: 2985		2985
Licensee:	Steven & Julie Moody		
Doing Business As:	Moody Brews BBQ & Catering		

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

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

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

Sincerely,

Erika McConnell, Director

Suh M'Cornell

amco.localgovernmentonly@alaska.gov



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

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Mood	ly Brews BE	3Q & Catering)	License Number:	2985
License Type:	Resta	Restaurant or Eating Place				
Examiner:		_	OHN		Transaction #:	1037465
Document	T	Received	Completed	Notes		
AB-17: Renewal Applic	cation	2/22	3/2/19		-Missing Page 1	
App and License Fees		2/22	2122/19		3 3	
Supplemental Docum	ent	Received	Completed	Notes		
Tourism/Rec Site State	ement					
AB-25: Supplier Cert (V	NS)					
AB-29: Waiver of Oper	ration					A is a second se
AB-30: Minimum Oper	ation					
AB-33: Restaurant Affi	davit	2/22	2/28/19			
COI / COC / 5 Star			-7-0711			-
FP Cards & Fees / AB-0)8a					
Late Fee		212219	2/22/19			2000
Names on FP Cards:						
						Yes No
Selling alcohol in respo	nșe to wi	itten order (pac	ckage stores)?			
Mailing address and co	ntact info	ormation differe	ent than in databa	se (if yes, upda	ate database)?	
n "Good Standing" wit	h CBPL (s	kip this and nex	t question for sol	e proprietor)?		
Officers and stockholde	ers match	CBPL and datal	pase (if "No", dete	ermine if transi	fer necessary)?	
LGB 1 Response: LGB 2 Response:						
Waive	Protest	Lapsed	Waiv	e Pro	otest Lapsed	
ster Checklist: Renewal] (re	ev 09/20/20	018)				Page 1 of 1



Alaska Akoholic Beverage Control Board Restaurant or Eating Place License Alcohol and Marijuana Control Office 550 W 7th Avenue, Suite 1600 Anchorage, AK 99501

alcohol licensing dalaska gov https://www.commerce.elaska.gov/web/amco

Phone: 907-269-0350

Form AB-17a: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant or eating place liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borougn.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 - Establishment and Contact Information

Licensee:	Steven and Julie Moody			Licen		2985
License Type:	Restaurant or Eating Place			Statu		The second second second
Doing Business As:	Moody Brews BBQ & Catering			- Jeans	te:	AS 04.11.100
Premises Address:	211 Cross Way					
Local Governing Body:						
Community Council:	None		008117	- that we see the second	Marchine Control of the Control of t	78 NO. 100 C. 10
Mailing Address:	21 Cross i			**************************************		
City:	Morth Pole	State:	AL.	iska	ZIP:	Toose
iter information for the indi- ust be a licensee who is requ	vidual who will be designated as the pr aired to be listed in and authorized to s	rimary point	of contact re	garding this ap	plication	This individual
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Alaska Afcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 2 - Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a corporation or LLC Corporations and LLCs are required to be in good number, nor your business license number. You may view your entity's status or find your CBPL entity number by vising the General partnerships and local governments should skin to the search/entitles.

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	
You must ensure that you are able to certify the follow	ring statement before signing your initials in the box to the right: Initials
I certify that this entity is in good standing with CBPL at are also currently and accurately listed with CBPL	id that all current entity officials and stakeholders (listed below)

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

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

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is fisted with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required bitles constitutes an incomplete application.

Name of Officials

Name of Officials

Title(s):

Phone:

Pho



Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 3 - Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an individual or multiple individuals and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each ilcensee and each affiliate (spouse).

This individual is an:	applicant affiliate (spou	ise)		
Name:		localy	Contact Phone:	
Malling Address:	1375 Atiqu			1907-530-2923
City:	Morth Pole	State:	Maske	ZIP: OCOAS
Email:	many brews	17 " (2)	The second section of the second section of the second	1 1100
This individual is an:	applicant affiliate (spous	13	gweil.co	
Name:	Julie Muc		Contact Phone:	
Mailing Address:	1375 197.gun	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		907-960-7109
City:	north Pole	State:	V) - sv -	ZIP: COOGS
Email:	Modelipiero	10/20 G	19 niska	L 191 103
		pool (a	3 Glavay 12	COM
Read the line below, and the	Section 4 - Alcoho	ol Server E	ducation	
	en sign your initiels in the box to the r			Initials
course completion cards on t	ents, and employees who sell or serve erver education course approved by the licensed premises during all working	ng hours, as set i	id keep current, valid co forth in AS 04.21.025 an	ples of their id 3 AAC 304,465.
Check a single box for each c	Section 5 – Lice alendar year that best describes how	ense Opera	ation	
	rated community throughout each ye		e was operated:	2017 2018
	rated during a specific season each year			
The license was only operated	to meet the minimum requirement of		each calendar year. Checklist, and all necess	ary 🖾 🖾
If this box is checked, a comple be submitted with this applical minimum requirement, unless	at all or was not operated for at least to of the calendar years. He copy of Form AB-29: Wolver of Ope- tion for each calendar year during while a complete copy of the form (including	ration Application	on and corresponding fe	es must
Form AB-17a] (rev 09/17/2018) Acense #2985 DBA Moody Brews 8	BO & Caterina	REG	NED	Page 3 of 4
				TABLE OF A
		FEB 2	28 2019	AMCO
		ALCOHOL VOISIL	WALLEST OFFICE	FER 2 2 2015



Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

S	ection 6 - Viola	ations and	Convictions		
Applicant violations and convictions i	n calendar years 2017 a	nd 2018:			Yes
Have any notices of violation (NOVs) b				The second secon	
has any person or entity named in this ordinance adopted under AS 04.23, 034	application been convic	ited of a violation	of Tirle 04 of 2 age 204	surveyer measurement	
ordinance adopted under AS 04.21.010) in the calendar years 2	017 or 2018?	or the oa, or 3 AAC 304,	or a local	
If "Yes" to either of the previous two	questions, attach a sepa	rate page to this	application listing all NO	Vs and/or conv	ictions.
	Section 7	- Certificat	ione		
Read each line below, and then sign yo	our initials in the box to	the right of each	statement:		ř.,
			The second secon		In
i certify that all current licensees (as de in accordance with AS 04.11.450, no on licensed business.	The first the ficense	sefal mas a divect o	r indirect financial intere	est in the	4
I certify that I have not altered the funct and I have not changed the business ner stakeholders) from what is currently app	tional floor plan or reduc me or the ownership (inc proved and on file with t	ced or expanded the cluding officers, m he Alcoholic Beve	ne area of the licensed pr anagers, general partner rage Control (ABC) Board	emises, s, or	
I certify on behalf of myself or of the org any other form provided by AMCO is gro	anized entity that I unde ounds for rejection or de	erstand that provide nial of this applica	ding a false statement on tion or revocation of any	this form or license issued.	5
am submitting as part of this application are submitting as part of this application are submitted to the ABC Board that this established the submitted that the subm	n a completed	contract and the second			100
As an applicant for a liquor license renew B AAC 304, and that this application, inclu- provide all information required by the A hat failure to do so by any deadline gives	leahelis B	scredules and stat	ements, is true, correct, .	and complete.	agreet
enature of licensee	The second second		Signature of Notary Fu		плете
rinted name of licensee	Notary Publi CUTTER T. R./ State of Alas Ty Commission Expire bscribed and swom to b	AGUSA /	My commission expires	W (7.	20/
easonal License?	If "Yes", write your	six-month opera	uting period:		
License Fee: \$ 600.00	Application Fee:	\$ 300.00	Total		THE STATE OF THE S
Miscellaneous Fees:	American Commission of the Com	7 300.00	TOTAL:	\$ 900.00	
GRAND TOTAL (if different than TO	TAL):				-

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			B 28 2019		
		ALCOHOL MA	ALL OF A SEA OF OFFICE		

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: March 11, 2019

Subject: Homestead pedestrian path matching contribution

RECOMMENDATION

Approve a matching contribution of \$78,585 for the construction of the Homestead Road pedestrian path extension.

BACKGROUND

In 2009, Homestead Road was extended from Perimeter Road to North Pole High School Boulevard (NPHSB). A separated pedestrian path on the west side of the road was included as part of the construction. Homestead Road between the Old Richardson Highway and Perimeter Road does not have a pedestrian path—pedestrians and bicyclists must use the roadway. In 2015, the City nominated the construction of a separated path on the western side of the northern section of Homestead Road. In 2015, the Fairbanks Metropolitan Area Transportation System (FMATS) approved the City's nomination for construction of the pedestrian path. In 2015, the City Council approved adding a separate pedestrian path to the northern section of Homestead Road. (See attached resolution.) In 2016, Mayor Ward signed the Matching Contribution and Maintenance Agreements that started the process of planning and designing of the pedestrian path. (See attached Matching Contribution and Maintenance Agreements.) The original project cost estimated was \$610,274. In 2017, the City made an initial payment of \$7,450 to begin the initial design work.

In 2019, after surveying and design by the Alaska Department of Transportation and Public Facilities (ADOT&PF) determined construction of the pedestrian path in 2019 will cost \$756,749. Below is a summary of the previous and current cost estimates.

	Estimated total	9.03% required	Match	Total match
Year	cost	match	contingency	requirement
2015	\$610,274	\$55,108	\$10,004	\$65,112
2019	\$756,749	\$68,334	\$10,250	\$78,585
Difference	\$146,475	\$13,226	\$246	\$13,473

The ADOT&PF has issued an amended Match Agreement that reflects the revised match requirement. The increase in costs is reflected by a need to move the centerline of Homestead Road to accommodate the separated path and construction cost inflation. (See the attached Match Amendment #1.)

The Homestead Road separated pedestrian path is an important link in the City's pedestrian and bicycle path network. (See attached pedestrian and bicycle path map.) The planned north Homestead Road separated path will connect the pedestrian path on the Old Richardson Highway that terminates/begins at the intersection of Homestead Road and Old Richardson Highway. This bicycle pedestrian path network will be further improved when the sidewalk on the south side of NPHSB is removed and a separated pedestrian path is be constructed on the north side of NPHSB from the Old Richardson Highway to the NPHSB.

Separated pedestrian paths are superior to widened shoulders or adjacent sidewalks. As the name states, separated paths separate pedestrians and bicyclists from vehicle traffic. The Council created a General Fund Project Reserve largely to fund large FMATS road project. In the past, when the City received a Match Agreement, the Council would have to make a budget amendment to drawing funds from the General Fund reserves to pay for large capital projects. Because FMATS projects can take years from project approval to construction—the Homestead Pedestrian Path Project took four years—it is difficult to generate a Public Works annual budget to reflect these expenses. The current balance of the General Fund Project Reserve fund is \$226,797.

CITY OF NORTH POLE

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RESOLUTION 15-24

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A RESOLUTION OF THE CITY OF NORTH POLE IN SUPPORT OF AN APPLICATION TO THE FAIRBANKS METROPOLITAN AREA TRANSPORTATION SYSTEM FOR THE CONSTRUCTION OF A PEDESTRIAN PATH ON HOMESTEAD ROAD BETWEEN THE OLD RICHARDSON HIGHWAY AND PERIMETER DRIVE

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WHEREAS, the City of North Pole in interested in providing safe and convenient pedestrian paths throughout the City; and

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WHEREAS, the City has a number of city streets with no pedestrian facilities and disconnected pedestrian facilities within the city limits; and

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WHEREAS, the Fairbanks Metropolitan Transportation System (FMATS) Transportation Improvement Program Non-Motorized Projects is project nominations for the repair or existing and construction of new pedestrian paths; and

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WHEREAS, Homestead Road between the Old Richardson Highway and Perimeter Drive has no pedestrian facilities; this section of Homestead Road is a residential collector serving the Highway Park subdivision that has many school-aged children; the Homestead Road is a feeder to the North Pole High School; the Old Richardson Highway pedestrian path terminates at the north end of this section of Homestead Road and the recently constructed Homestead Road pedestrian path terminates at the southern end of this section of Homestead Road; and

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WHEREAS, the City of North Pole City Council supports construction of a pedestrian path along Homestead Road from the Old Richardson Highway to Perimeter Drive to provide a safe pedestrian path for school children and pedestrians and to provide a connection between two major disconnected pedestrian paths; and

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NOW THEREFORE BE IT RESOLVED the City Councils endorses application to the FMATS Transportation Improvement Program Non-Motorized Projects for the funds necessary to construct a pedestrian path on Homestead Road from the Old Richardson Highway to Perimeter Drive and the City of North Pole will accept maintenance responsibilities for the pedestrian path including surface maintenance, snow plowing during the winter and sweeping during the spring, summer and fall.

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PASSED AND APPROVED BY THE NORTH POLE CITY COUNCIL on the 21st day of Manning,

December 2015

Attest:

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Bryce J. Ward

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Kathryn M. Weber, MMC, City Clerk

North Pole City Clerk

PASSED

Yes: 6 - McGhee, Dawson, Holm, Smith, McCarthy, Ward No: 0

Absent: 1- Claus

Memorandum of Agreement for the

Local Match Contribution for the

2016 FMATS Sidewalk Improvement Program

IRIS # TBD

Between

The State of Alaska Department of Transportation and Public Facilities and

The City of North Pole

Local Match Contribution

The City of North Pole (CONP) hereby agrees to provide sixty five thousand, one hundred twelve dollars (\$65,112) to the State of Alaska Department of Transportation and Public Facilities (ADOT&PF) to fulfill the CONP share of the local match contribution required for the construction of the 2016 FMATS Sidewalk Improvement Program. The local contribution shall be lump sum payments made by the COF to ADOT&PF for each project phase prior to obligation of Federal funds for that phase of the project. The funding schedule is provided below.

This project is part of the 2016 FMATS Sidewalk Improvement Program currently listed in the FMATS 2015 – 2018 TIP. ADOT&PF has agreed to provide the local match on the design phase of the project.

The local match for construction is based on the amount of matching funds required for federal-aid highway funding and the estimated right of way, utility and construction cost within the City of North Pole totaling \$610,274. The local match percentage is 9.03%, for a sum of \$55,108. A 50% preconstruction contingency fee of \$2,843 and a 15% construction contingency fee of \$7,521 are added to the local match. The total local match contribution for this project is \$65,112.

The ADOT&PF and the CONP will execute an amendment to this Memorandum of Agreement (MOA) if changes are needed to the scope, schedule and budget. The CONP will be required to provide additional match funds associated with an increased budget. Upon project completion and final project closeout, if the final cost is less than the current estimated total cost, the local contribution will be recalculated and any excess local cash contribution will be refunded to the CONP.

"Keep Alaska Moving through service and infrastructure."

ADOT&PF hereby agrees to construct this project in accordance with the following project description and schedule:

Project Description:

Construct a new pedestrian path on Homestead Drive between Old Richardson Highway and Perimeter Drive.

Schedule:

This project is scheduled for obligation of funds as follows:

Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	** MATCH CONTINGENCY REQUIRED	TOTAL MATCH CONTRIBUTED
7	17	\$40,000	\$3,612	\$1,806	\$5,418
3	18	\$15,000	\$1,355	\$677	\$2,032
4	18	\$555,274	\$50,141	\$7,521	\$57,662
Total		\$610,274	\$55,108	\$10,004	\$65,112

^{**50%} Contingency required for Phase 2-Design, Phase 3-ROW, and Phase 7-Utilities. 15% Contingency required for Phase 4- Construction.

ADOT&PF may modify this funding schedule for reasons that are beyond its control, including, but not limited to elimination or restriction of funds at the state and federal level. The CONP and the ADOT&PF may amend this agreement by mutual consent.

Ryan F. Anderson, P.E., Acting Northern Region Director Alaska Department of Transportation & Public Facilities 12/19/216

Bryce Ward, Mayor City of North Pole

"Keep Alaska Moving through service and infrastructure."

Memorandum of Agreement for the

Maintenance of the

FMATS Sidewalk Improvement Program IRIS # TBD

Between

The State of Alaska Department of Transportation and Public Facilities (ADOT&PF)

and

The City of North Pole (CONP)

I. PURPOSE:

The purpose of this agreement is to provide for the future maintenance of facilities built under the FMATS Sidewalk Improvement Program.

The description of the CONP portion of this project is: Construct a new pedestrian path on Homestead Drive between Old Richardson Highway and Perimeter Drive.

II. THE CITY AGREES TO THE FOLLOWING:

The CONP manages and maintains Homestead Drive between Old Richardson Highway and Perimeter Drive, within the scope of this project. After completion of this project, the CONP will continue to manage and maintain Homestead Drive.

The CONP will manage this facility in conformance with all Federal Highway Administration requirements including all applicable management responsibilities of rights of way within the extent of the project as depicted in Exhibit A attached to this agreement.

The CONP will be responsible for permitting all utilities within the CONP managed rights of way for Homestead Drive, in accordance with 23 C.F.R. §645.209(g).

III. IT IS MUTUALLY AGREED THAT:

The above parties will coordinate and participate in the review of the final design plans prior to construction.

"Keep Alaska Moving through service and infrastructure." Page 1 The above parties will coordinate and participate in the Final Inspection of the construction project. The purpose of this inspection is to ensure that the project is constructed in reasonable conformance with the design plans.

This agreement shall remain in effect until terminated in writing by both parties. Intent to cancel this agreement requires a 30-day written notice.

This agreement may be revised with the mutual consent of both agencies, by issuance of a written amendment, signed and dated by both agencies.

Each agency agrees that it will be responsible for its own acts and results thereof, and each agency shall not be responsible for the acts of the other agency.

Each agency will comply with all applicable laws, regulations, and executive orders.

Ryan F. Anderson, P.E., Acting Northern Region Director Department of Transportation & Public Facilities

Date

Bryce Ward, Mayor City of Fairbanks Data

"Keep Alaska Moving through service and infrastructure." Page 2

Exhibit A



Amendment #1 to the

Memorandum of Agreement for the Local Match Contribution for the

FMATS Sidewalk Improvement Program
Design #NFHWY00138; Construction #NFHWY00170
Between

The State of Alaska Department of Transportation and Public Facilities and

The City of North Pole

Purpose

The purpose of this amendment is to update the local match funding to reflect the latest project funding estimates and schedule.

Project Description:

Per amendment #1

Construct pedestrian improvements including constructing new and reconstructing existing sidewalks and shared use paths at various locations. Project will include minor roadway and drainage modifications to facilitate drainage improvements, ADA improvements, roadside hardware, and utilities. The individual project covered under this agreement are as follows:

 Homestead Drive: new pedestrian facility between Old Richardson Highway and Perimeter Drive

Schedule: This project is scheduled for obligation of funds as follows:

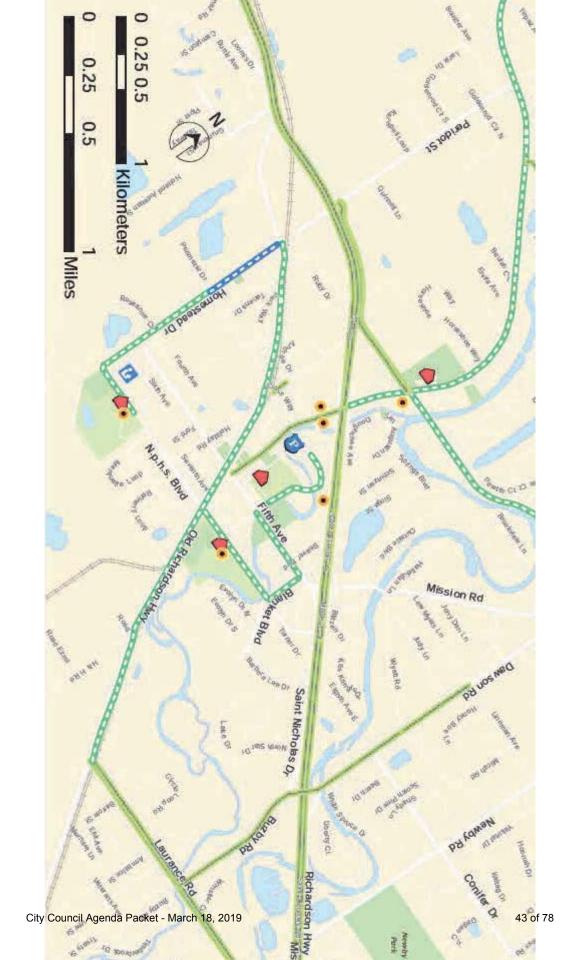
Phase	FFY	ESTIMATED PHASE NEEDS (TOTAL \$)	9.03% MATCH REQUIRED	MATCH CONTINGENCY REQUIRED**	TOTAL MATCH REQUIRED	
4	19	\$756,749	\$68,334	\$10,250	\$78,585	
Total		\$756,749	\$68,334	\$10,250 \$78,585		
Per original agreement Phase 3 check received: \$7,450						

The City of North Pole hereby agrees to provide SEVENTY EIGHT THOUSAND FIVE HUNDRED EIGHTY-FIVE DOLLARS (\$78,585.00) to the State of Alaska Department of Transportation and Public Facilities to fulfill the City's share of the total local match required for the construction of the project.

Ryan F. Anderson, P.E., Regional Director	Date
Department of Transportation & Public Facilities	
Michael Welch, Mayor City of North Pole	Date

"Keep Alaska Moving through service and infrastructure."

Phase 4 match required: \$78,585





North Pole Police Department

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



March 4, 2019

To: Honorable Mayor Welch

North Pole City Council

Re: Authorization to order new vehicle

I am requesting that the North Pole City Council authorize the police department to order (1) one new patrol car in the amount of \$36,290.00. This price includes ballistic door panels and a spotlight.

We will be using the State of Alaska CA1991-2016 Bid which meets or exceeds the City of North Pole bidding requirements listed in NPMC Section 4.16.040 Competitive sealed bidding.

Thank you for your time.

Chief Steve Dutra

Kendall Ford of Anchorage, Ray Marcum (907) 793-8213

Replacing: _____

<u>1 or 0</u>	Description		Cost		PO Total
	FORD RESPONDER HYBIRD SEDAN FWD MODEL POA				
0	Ford Resonder FWD, 2.0L iVCT Atkinson I-4 Hybrid , White w/Black Hood Vinyl Wrapped	\$	29,112.00		-
0	Ford Resonder FWD, 2.0L iVCT Atkinson I-4 Hybrid, Random Color	\$	28,812.00	Ş	
0	Ford SYNC		Included		Included
0	Rearview Camera		Included		Included
0 0	Remote Keyless Entry	ċ	Included 841.00	\$	Included
0	Front Headlamp Lighting Solution Rear Lighting Solution	\$ \$	456.00		-
0	Tail Lamp Lighting Solution	\$	430.00		-
0	Ready For The Road Package	\$	3,595.00		-
0	Side Marker LED - Sideview Mirrors	\$	285.00	\$	
0	100 Watt Siren/Speaker w/Bracket & Pigtail	\$	277.00	\$	
0	Reverse Sensing System	\$	277.00	\$	_
0	Spot Lamp	\$	330.00	\$	_
0	Daytime Running Lights	\$	49.00	\$	_
0	Road Ready Package (Package 67h)	\$	3,470.00	\$	_
Ü	nood neddy r dendge (r dendge o'ri)	Y	TOTAL		-
	FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G				
0	Ford Expedition, 4x4, Special Service Package, White w/Black hood Vinyl Wrapped	\$	39,496.00	\$	-
0	Ford Expedition, 4x4, Special Service Package, Random Color	\$	39,196.00		-
0	2nd and 3rd Row Seat Cloth	\$	815.00	\$	-
0	Ford SYNC with Reverse Sensing System		Included		Included
0	Rearview Camera		Included		Included
0	Daytime Running Lights	\$	42.00		-
0	Running Boards	\$	405.00		-
	FORD EVELOPED, AMID, Delice Intercenter MADEL VOA		TOTAL	\$	-
0	FORD EXPLORER, AWD, Police Interceptor MODEL K8A Ford Explorer, 3.3L V6 White w/Black Hood Vinyl Wrapped	\$	34,799.00	\$	_
0	Ford Explorer, 3.3L V6, Random Color	\$	34,799.00	\$	
0	Engine 3.5L, EcoBoost, V6	\$	4,320.00		
0	Engine 3.3L V6	\$	3,530.00	٧	_
0	Ford SYNC	۲	Included		Included
0	Reverse Sensing System	\$	270.00	Ġ	-
0	Rearview Camera in Center Stack	Y	Included	Ų	Included
O	Rearview Camera in Mirror (87R)	\$	-	\$	-
0	Remote Keyless Entry (w/o keypad)	\$	332.00	\$	_
0	Spot Lamp	\$	385.00		_
0	Dual (Driver & Passenger) LED Spot Lamps (Unity)	\$	583.00	т	
0	Daytime Running Lights	\$	42.00	\$	-
0	Road Ready (optiom 67H)	\$	3,429.00	\$	_
0	Ballistic Door Panels, Driver Only Level III	\$	1,506.00		-
0	Ballistic Door Panels, Driver and Front Passenger Level IV	\$	3,012.00		_
0	Ballistic Door Panels, Driver Only Level III	\$	2,275.00		_
0	Ballistic Door Panels, Driver and Front Passenger Level IV	\$	4,540.00	\$	-
0	Heated Mirrors	\$	60.00		-
0	Front Headlamp Lighting Solution (66A)	\$	841.00	\$	-
0	Tail Lamp Lighting Solution (66B)	\$	404.00	\$	-
0	Rear Lighting Solution (66C)	\$	428.00	\$	-
0	BLIS Blind Spot Monitoring w/Cross Traffic Alert (55B / 54Z)	\$	512.00	\$	-
0	Police Perimeter Alert (68B)	\$	634.00	\$	-
0	Police Engine Idle Feature (47A)	\$	260.00	\$	-
0	100 Watt Siren/Speaker w/Bracket & Pigtail (18X)	\$	315.00	\$	-
0	Trailer Towing Package with Class III Hitch (52T)	\$	350.00	\$	-
			TOTAL	\$	-
	FORD F150 SUPERCREW 3.5L Ecoboost, 4x4, MODEL W1P	_	26 555 00	4	
0	Ford F150 SUPERCREW, 4x4, White w/Black hood	\$	36,555.00	\$	-
	Includes: 3.5L V6 EcoBoost, Spray In Bed Liner, Tow Package and Block Heater, SYNC, Rearview Camera 18" Tires, Cloth 40/blank/40 Front Cloth Seats, Driver Seat is HD Police Grade Cloth, 8 Way Power				
0	Ford F150 SUPERCREW, 4x4, Random Color	\$	36,255.00	ċ	
0	Pre-Collision Assist w/Pedestrian Detection (60P)	\$ \$	145.00		-
0	Rear Window Defrost W/Privacy Glass	۶ \$	320.00		-
0	LED Sideview Mirror Spotlights includes heated power mirror	\$	570.00		-
0	LED Sideview Wilfror Spotlights includes heated power militor LED Red/Blue Warning Strobes (Pre-Installed)	\$	725.00		-
0	LED Amber Warning Strobes (Pre-Installed)	\$	675.00		_
0	Fog Lamps	\$	140.00		-
0	Integrated Trailer Brake Controller	\$	270.00		_
0	Daytime Running Lights	\$	42.00		_
0	Running Boards	\$	250.00		_
0	Reverse Sensing System (76R)	\$	275.00		-
•	• , , ,	7	TOTAL		-



STATE OF ALASKA

HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508

CONTRACT AWARD NUMBER

CA1991-16

ORDERING DEPARTMENT:

HEADQUARTERS, STATE EQUIPMENT FLEET

2200 E. 42ND AVENUE

ANCHORAGE, ALASKA 99508

(907) 269-0793 PHONE / (907) 269-0801 FAX

CONTRACTOR: CAL WORTHINGTON FORD

431 UNGA STREET ADDRESS:

ANCHORAGE, ALASKA 99501

CONTACT NAME: RAY MARCUM PHONE NUMBER: 907-793-8213

E-MAIL: FI FFTOII @AOLCOM

DATE OF CONTRACT: AUGUST 24, 2015

DATE INITIAL CONTRACT BEGINS: AUGUST 7, 2015

DATE INTIAL CONTRACT ENDS: AUGUST 7, 2016

NUMBER & PERIOD OF RENEW ALS: THREE 1-YEAR RENEWALS

RENEW ALS EXPIRE (MO/YR): AUGUST 7, 2019

ISSUED IN ACCORDANCE WITH BID # SEF- 1991 **DATED:** JULY 2, 2015

ESTIMATED VALUE OF INITAL TERM: \$1,750,000.00

SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508

THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.

DESCRIPTION

CONTRACT FOR FORD POLICE VEHICLES CONTRACTING OFFICER: KRISTI FUTREL (907) 269-0793 PHONE KRISTI.FUTREL@ALASKA.GOV

SECTION I - SPECIAL TERMS AND CONDITIONS SECTION II - STANDARD TERMS AND CONDITIONS SECTION III - SPECIFICATIONS SECTION IV - BID PRICE SCHEDULE

CONTRACTING AUTHORITY NAME & TITLE	SIGNATURE
KRISTI FUTREL, CONTRACTING OFFICER III	
CONTRACTOR AUTHORITY NAME	SIGNATURE
RAY MARCUM	On File

IMPORTANT
 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.
 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.

- **1.0 CONTRACT INTENT:** Contract for Ford police vehicles.
 - 1.1 Contract Period: One Year with Three (1) One-Year Renewals
 - 1.2 Location of Use: Statewide
 - 1.3 Warranty locations: At a minimum Anchorage and Fairbanks
 - 1.4 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.4.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.

2.2 Inspections:

- 2.2.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
 - 2.2.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 2.2.1.2 refund the price of any or all of the damaged goods, or
 - 2.2.1.3 accept the return of any or all of the damaged goods.
- 2.2.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

2.3 Acceptance:

2.3.1 Units will not be considered "Accepted" until all deficiencies have been corrected.

2.4 **Delivery Receipt:**

- 2.4.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
- 2.4.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced

Section I- Special Terms and Conditions CA1991 – Ford Police Vehicles Page 1 of 5 thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 F.O.B. POINT:

- 3.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.
- 3.2 Shipping must be consolidated for the best possible price. Shipping items separately must be pre-approved by the Contracting Officer PRIOR to shipment. For example, GP Bucket or Spare Tire not being shipped with host unit must be pre-approved.

4.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 4.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of equipment in this this class, that daily rental fee is determined to be \$50.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 4.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

5.0 EQUIPMENT RELIABILITY:

- Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.
- 5.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
 - 5.2.1 .90 (90 percent) RR during any consecutive 12-months (365 days) during the warranty period.
 - 5.2.2 .75 (75 percent) RR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
 - 5.2.3 A RR below the state percentages does not meet minimum reliability requirements for state owned equipment.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide:
 - 6.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 36 months (three years)/36,000 miles (whichever comes first), from the date the unit is placed in service at the assigned location.
 - 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 6.1.3 Powertrain Warranty on pursuit rated vehicles for 60 months (five years)/100,000 miles (whichever comes first).
 - 6.1.4 Powertrain Warranty on non-pursuit rated vehicles for 60 months (five years)/60,000 miles (whichever comes first).
 - 6.1.5 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

- 6.1.6 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacturer.
- 6.1.7 Warranty on Attachments: Same as Standard Warranty Package.
- 6.1.8 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

6.2 Warranty Claims:

- 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will <u>begin to perform</u> the warranty work at the equipment location.
- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

6.3 Warranty Performed by Vendor:

- 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.3.2 Travel will only be reimbursed for time in Alaska.
- 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.

6.4 Authorized Warranty (Contractor/Bidder):

6.4.1 Contractor (bidder) must have Authorized Warranty Dealer that has all required licenses, facilities and factory certified and trained personnel necessary to perform the warranty servicing and repair

work.

Provide name and address for each Authorized Warranty Dealer for each location.

(*) Kendall Ford, 2701 E Mountain Village Dr., Wasilla, Alaska 99654 Seekins Ford, 1625 Seekins Drive, Fairbanks, Alaska 99701

Provide contact name and contact information for Warranty Administrator:

(*) Seekins Ford, Tim Edsell 907-459-4000

Worthington Ford, Brooks Axt, 907-276-5300

Kendall Ford, 907-376-5656

Provide documentation of factory certified and trained personnel:

- (*) Ford technicians are trained and certified
- 6.4.2 The ultimate responsibility for warranty lies with the contractor (bidder).
- 6.4.3 The State reserves the right to inspect the warranty facility and diagnostic equipment prior to issuing the Notice of Intent to Award a contract.

6.5 Factory Recall:

6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

7.0 REPAIR ORDERS AND DOCUMENTATION:

7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

8.0 PUBLICATIONS:

- Paper publications are to be received by the State at the time of delivery. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
 - 8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.
 - 8.1.2 Electronic publications may be requested.
- 8.2 Standard OEM Owner's Manual
- 8.3 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvement's that may affect the maintenance, reliability, longevity, and safety of our equipment.
- **9.0 STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be delivered with the invoice to:

DOT&PF, HQ State Equipment Fleet 2200 E. 42nd Avenue Room #318 Anchorage, Alaska 99508

10.0 WEIGHT VERIFICATION SLIPS: If required in the Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 PRICE:

- 11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for model year. All price increases or decreases must remain firm for the following model year.
- 11.2 NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.
- 11.5 Manufacturer's Rebate (Incentives):
 - 11.5.1 In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

12.0 REPLACEMENT PARTS AND REPAIRS:

- 12.1 This contract encompasses a full parts and labor contract for manufacturer parts and repairs for the entire warranty period.
- 12.2 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 12.3 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 12.4 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
 - 12.4.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. Cores returned within 12 months of original invoice date will receive full core credit. Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor.
 - 12.4.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

- **1.0 COMPLIANCE**: In the performance of a contract that results from this ITB, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws; be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and borough taxes.
- **2.0 SUITABLE MATERIALS, ETC.**: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.
- **3.0 FIRM OFFER**: For the purpose of award, offers made in accordance with this ITB must be good and firm for a period of ninety (90) days from the date of bid opening.
- **4.0 EXTENSION OF PRICES**: In case of error in the extension of prices in the bid, the unit prices will govern; in a lot bid, the lot prices will govern.
- **5.0 CONSOLIDATION OF AWARDS**: Due to high administrative costs associated with processing of purchase orders, a single low bid of \$50 or less may, at the discretion of the State, be awarded to the next low bidder receiving other awards for consolidation purposes. This paragraph is not subject to the protest terms enumerated in "*INSTRUCTION TO BIDDERS*", "FILING A PROTEST" above.
- **CONTRACT FUNDING**: Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- **7.0 CONFLICT OF INTEREST**: An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- **8.0 ASSIGNMENT(S)**: Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the procurement officer of the contracting agency. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 9.0 FORCE MAJEURE (Impossibility to perform): The parties to a contract resulting from this ITB are not liable for the consequences of any failure to perform, or default in performing, any of its obligations under the contract, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this ITB, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
- **10.0 CONTRACT EXTENSION**: Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- **11.0 DEFAULT**: In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
- **12.0 DISPUTES**: If a contractor has a claim arising in connection with a contract resulting from this ITB that it cannot resolve with the State by mutual agreement, it shall pursue a claim, if at all, in accordance with the provisions of AS 36.30.620 632.
- 13.0 CONSUMER ELECTRICAL PRODUCT: AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical

products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.

- **14.0 SEVERABILITY**: If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- **15.0 GOVERNING LAW; FORUM SELECTION**: A contract resulting from this ITB is governed by the laws of the State of Alaska. To the extent not otherwise governed by section 17 of these Standard Terms and Conditions, any claim concerning the contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- 16.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the state. The state will not accept remanufactured, used, or reconditioned equipment. It is the contractor's responsibility to ensure that each piece of equipment delivered to the state complies with this requirement. A contractor's failure to comply with this requirement will cause the state to seek remedies under breach of contract.
- **17.0 ACCESSORIES**: When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the state that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the state will cause the state to consider the bid non-responsive and reject the bid.
- **18.0 INSPECTION**: Equipment offered for lease may be subject to inspection and approval by the state prior to the award of the ITB. The equipment and attachments must be in good repair and capable of performing the work for which they were designed.
- **19.0 ALTERATIONS**: The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The state will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- **20.0 DISCONTINUED ITEMS**: In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal to or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- **21.0 ITEM UPGRADES**: The state reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.
- **22.0 DELIVERY TIME**: The elapsed time between the time the state places an order and the time that order is actually shipped from the contractor's place of business must be entered in space provided under "BID SCHEDULE". This processing time is to remain constant throughout the life of the contract(s).
- **23.0 DELIVERY CONFIRMATION**: Bidders must obtain a confirmation from the manufacturer that the items offered are scheduled for production in sufficient time to meet the scheduled delivery dates. A copy of the manufacturer's confirmation may be included with the bid or submitted within 10 days of the state's request. The bidder's failure to provide the manufacturers confirmation as required will cause the state to consider the bid non-responsive and reject the bid.
- **24.0 THIRD-PARTY FINANCING AGREEMENTS NOT ALLOWED**: Because of the additional administrative and accounting time required of state agencies when third party financing agreements are permitted, they will not be allowed under this contract.
- **25.0 CONTINUING OBLIGATION OF CONTRACTOR**: Regardless of the terms and conditions of any third-party financing agreement, the contractor agrees that none of its responsibilities under this contract are transferable and that the

contractor alone will continue to be solely responsible until the expiration date of the contract. Such responsibilities include, but are not limited to, the provision of equipment, training, warranty service, maintenance, parts and the provision of consumable supplies. By signature on the face page of this ITB the bidder acknowledges this requirement and indicates unconditional acceptance of this continuing obligation clause.

- **26.0 ESTIMATED QUANTITIES**: The quantities referenced in this ITB are the state's estimated requirements and may vary more or less from the quantities actually purchased. The state does not guarantee any minimum purchase. Orders will be issued throughout the contract period on an as-needed basis.
- **27.0 SERVICE CHARGES**: Regardless whether the contractor repairs equipment on-site or off-site, the state will not be liable for any charges associated with the repair of broken equipment, including, but not limited to, unhooking, disassembly, packaging, crating, repair, transportation, replacement, reassembly, or rewiring.
- **28.0 PARTS**: Only parts designed for the purpose they are being used, and warranted as new, may be used in the repair of state equipment.
- **29.0 COMPLETION OF SERVICE**: The service will not be complete and the equipment will not be considered serviced, repaired, or acceptable until it performs in compliance with the manufacturer's published performance specifications.
- **30.0 SERVICE TECHNICIAN QUALIFICATIONS**: Bidders must provide evidence that the person performing the service work is a manufacturer's authorized service technician; or, the bidder may provide evidence that they have contracted with a manufacturer's authorized service technician to perform the service work.

Acceptable evidence of the service technician's competence may take the form of a letter or certificate, signed by an authorized officer of the manufacturer, that the service technician has been trained and authorized by the manufacturer to provide manufacturer's authorized warranty service.

The bidder's failure to provide the evidence mentioned above, within the time required by the state, may cause the state to consider the bid non-responsive and reject the bid.

- **31.0 WORKMANSHIP & MATERIALS**: All work must be performed in a thorough and workmanlike manner and in accordance with current industry practices. The contractor will be held responsible for the quality of the finished item. The state will reject any item that does not meet the specifications of the ITB. Rejected items will be returned to the contractor at the contractor's risk and expense.
- **32.0 CONTRACT CANCELLATION**: The state reserves the right to cancel the contract at its convenience upon 30 calendar days written notice to the contractor. The state is liable only for payment in accordance with the payment provisions of this contract for services or supplies provided before the effective date of termination.
- **33.0 BILLING INSTRUCTIONS**: Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- **34.0 CONTINUING OBLIGATION OF CONTRACTOR**: Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.
- **59.0 PAYMENT FOR STATE PURCHASES**: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.
- **60.0 CONTRACT ADMINISTRATION**: The administration of this contract is the responsibility of State Equipment Fleet, Contracting Officer, Department of Transportation.
- **61.0 SHIPPING DAMAGE**: The state will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will

provide the contractor with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The contractor must file all claims against the carrier(s) for reimbursement of the loss.

62.0 INDEMNIFICATION: The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

UNIT TYPE: Ford Police Interceptor, Front Wheel Drive

Model P2L

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: 3.5L V6
 - 1.1 2.0L EcoBoost V6 (priced as option)
- 2.0 Transmission: Automatic, 6-Speed w/OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and traction control
- 5.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk.
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Front license plate bracket
 - 6.3 Privacy glass, OEM
 - 6.4 Bumper to frame rail bracket kit (OEM Package 60B)
 - 6.5 To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas
 - 6.6 Cruise Control & Tilt Steering OEM
 - 6.7 Power windows and door locks
 - 6.7.1 Rear door windows controlled by driver only, switch delete (OEM Package 67D)
 - 6.8 Ford SYNC with Reverse Sensing System (OEM Package 53M/76R) (priced as option)
 - 6.9 Rearview Camera (OEM Package 77B) (priced as option)
 - 6.10 Heated Mirrors
 - 6.11 AM/FM Radio
 - 6.12 Lighter:
 - 6.12.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.12.2 To be wired independently of ignition switch
 - 6.13 Body Side Molding: All moldings will be installed on vehicles
 - 6.14 Seating: 5 passenger (including driver)
 - 6.14.1 Front bucket seats, cloth only
 - 6.14.2 Vinyl rear bench seat
 - 6.14.3 Operator's seat to have six (6)-way power adjuster option
 - 6.14.4 Interior color to be dark grey
 - 6.15 Keys and Door Locks:
 - 6.15.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.15.2 Rear handles to be inoperable with locks inoperable (OEM Package 18G)

		6.15.3	All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit		
		6.15.4	Remote keyless-entry key fob (w/o keypad, less PATS) (OEM Package 60P) (priced as option)		
	6.16	Hood:			
		6.16.1	To have double safety latch with hood release inside car		
		6.16.2	To have under hood light		
		6.16.3	Hood is to be non-reflective, flat black (priced as option)		
	6.17	Trunk:			
		6.17.1	To have a minimum 20.0 cubic feet of space		
		6.17.2	To include a deck lid release switch, battery controlled		
		6.17.3	Trunk electronics tray (OEM Package 62D)		
		6.17.4	To include molded full carpeted OEM liner		
7.0	Lightir	ng:			
	7.1	Headlig	hts to have shatterproof type lens or have protective shatterproof covers		
	7.2	Front he	ead lamp lighting solution (OEM Package 66A)		
	7.3	Rear tai	il lamp lighting solution (OEM Package 66B)		
	7.4		mp: to be mounted in left-hand pillar post. To be independent of ignition on e 20 amp fused circuit, (OEM Package 21D) (priced as option)		
	7.5	Dome li	ght OEM		
	7.6	Dark ca 13C)	r feature – Ability to disable all interior and exterior automatic lights (OEM Package		
	7.7		stalled trunk light; with separate on/off heavy-duty metal switch (single pole, single r push button) wired in line and located inside trunk near latch		
	7.8		e running lights (OEM Package 942) (priced as option) (for clarification purposes, sted as an option because typical units will require NOT having this feature)		
8.0	Specia	al Wiring a	and Accessories:		
	8.1	Auxiliar	y Speakers and Wiring:		
		8.1.1	Speakers to be 6.0 Ohms, 10 watts		
		8.1.2	Two (2) each front (left/right) for end users communications radio		
		8.1.3	Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash		
		8.1.4	Entertainment radio will operate through rear speakers only		
	8.2	Radio S	Suppression Package		
9.0	Miscellaneous:				
	9.1	Tool Kit: To be equipped with wheel wrench and jack			
	9.2	Road Ready Package (OEM Package 856) (Priced as option)			
	9.3	Ballistic Door Panels, Driver Only (OEM Package 65) (Priced as option)			
	9.4	Ballistic	Door Panels, Driver and Front Passenger (OEM Package 65C) (Priced as option)		
	9.5		tions to include factory service bulletins to all regional SEF Managers, and one (1) perator's manual to be delivered with each vehicle		

9.6 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point

UNIT TYPE: Ford Police Interceptor AWD

Model P2M

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: 3.5L EcoBoost V6, 365HP
 - 1.1 3.7L V6 280HP (priced as option)
- 2.0 Transmission: Automatic, 6-speed w/OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock braking system and traction control
- 5.0 Tires: Tires shall have a speed rating of (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Front license plate bracket
 - 6.3 Privacy glass, OEM
 - 6.4 Bumper to frame rail bracket kit (OEM Package 60B)
 - To include heavy duty insulated black rubber matting on full floor area including front and back of passenger areas
 - 6.6 Cruise Control & Tilt Steering OEM
 - 6.7 Power windows and door locks
 - 6.7.1 Rear door windows controlled by driver only, switch delete (OEM Package 67D)
 - 6.8 Ford SYNC with Reverse Sensing System, (OEM Package 53M/76R) (priced as option)
 - 6.9 Rearview Camera (OEM Package 77B) (priced as option)
 - 6.10 Heated Mirrors
 - 6.11 AM/FM Radio
 - 6.12 Lighter:
 - 6.12.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.12.2 To be wired independently of ignition switch
 - 6.13 Body Side Molding: All moldings will be installed on vehicles
 - 6.14 Seating: 5 passenger (including driver)
 - 6.14.1 Front bucket seats, cloth only
 - 6.14.2 Vinyl rear bench seat
 - 6.14.3 Operator's seat to have six (6)-way power adjuster option
 - 6.14.4 Interior color to be dark grey
 - 6.15 Keys and Door Locks:
 - 6.15.1 OEM power door locks with master control for all doors installed in driver's door
 - 6.15.2 Rear handles to be inoperable with locks inoperable (OEM Package 18G)

		6.15.3	All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit		
		6.15.4	Remote keyless-entry key fob (w/o keypad, less PATS) (OEM Package 60P) (priced as option)		
	6.16	Hood:			
		6.16.1	To have double safety latch with hood release inside car		
		6.16.2	To have under hood light		
		6.16.3	Hood is to be non-reflective, flat black (priced as option)		
	6.17	Trunk:			
		6.17.1	To have a minimum 20.0 cubic feet of space		
		6.17.2	To include a deck lid release switch, battery controlled		
		6.17.3	Trunk electronics tray (OEM Package 62D)		
		6.17.4	To include molded full carpeted OEM liner		
7.0	Lightir	ng:			
	7.1	Headlig	hts to have shatterproof type lens or have protective shatterproof covers		
	7.2	Front he	ead lamp lighting solution (OEM Package 661)		
	7.3	Rear tai	il lamp lighting solution (OEM Package 662)		
	7.4		mp: to be mounted in left-hand pillar post. To be independent of ignition on e 20 amp fused circuit, (OEM Package 21D) (priced as option)		
	7.5	Dome li	ght OEM		
	7.6	Dark ca 13C)	r feature – Ability to disable all interior and exterior automatic lights (OEM Package		
	7.7		stalled trunk light; with separate on/off heavy-duty metal switch (single pole, single r push button) wired in line and located inside trunk near latch		
	7.8		e running lights (OEM Package 942) (priced as option) (for clarification purposes, sted as an option because typical units will require NOT having this feature)		
8.0	Specia	al Wiring a	and Accessories:		
	8.1	Auxiliar	y Speakers and Wiring:		
		8.1.1	Speakers to be 6.0 Ohms, 10 watts		
		8.1.2	Two (2) each front (left/right) for end users communications radio		
		8.1.3	Wiring connected to speakers to include approximately 36 inches extra wire coiled below center dash		
		8.1.4	Entertainment radio will operate through rear speakers only		
	8.2	Radio S	Suppression Package		
9.0	Miscel	llaneous:			
	9.1	Tool Kit: To be equipped with wheel wrench and jack			
	9.2	Road Ready Package (OEM Package 856) (Priced as option)			
	9.3	Ballistic Door Panels, Driver Only (OEM Package 65E) (Priced as option)			
	9.4	Ballistic	Door Panels, Driver and Front Passenger (OEM Package 65C) (Priced as option)		
	9.5		tions to include factory service bulletins to all regional SEF Managers, and one (1) perator's manual to be delivered with each vehicle		

9.6 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point

UNIT TYPE: Ford Expedition, 4x4, Special Service Package

Model U1G

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit

- 1.0 Engine: Gas, V6, 3.5 EcoBoost, 365 HP
- 2.0 Transmission: Automatic, 6-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes: To include anti-lock brake system, 4-wheel, traction control
- 5.0 Tires: All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable)
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 119 Inches
 - 6.3 Overall Length: 206.5 Inches
 - 6.4 Front license plate bracket
 - 6.5 Privacy Glass, OEM
 - 6.6 Skid Plate Package
 - 6.7 Vinyl flooring, with removable floor mats
 - 6.8 Cruise Control and Tilt Steering
 - 6.9 Power windows and door locks
 - 6.9.1 Rear windows controlled by driver only
 - 6.10 Ford SYNC with Reverse Sensing System (priced as option)
 - 6.11 Rear View Camera Package (priced as option)
 - 6.12 Heated Mirrors
 - 6.13 AM/FM Radio with CD
 - 6.14 Lighter:
 - 6.14.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.14.2 To be wired independently of ignition switch
 - 6.15 Front Tow Hooks
 - 6.16 Trailer Towing Package with Class III Hitch
 - 6.17 Supplemental restraint system for both driver and right front passenger

Seating: 5-passenger (including driver)

6.18

7.0

8.0

8.3

8.4

	6.18.1	Front bucket seats with no console, cloth only		
	6.18.2	Vinyl rear bench seat		
	6.18.3	Optional 3 rd row seat, vinyl, (OEM Package 875)		
	6.18.4	Optional 2 nd row cloth, (OEM Package 21F)		
	6.18.5	Interior color to be dark grey		
6.19	Keys an	d Door Locks:		
	6.19.1	OEM power door locks with master control for all doors installed in driver's door		
	6.19.2	Inoperable rear door handles and locks		
	6.19.3	To include four (4) keys with each unit		
	6.19.4	Remote keyless-entry key fob (priced as option)		
6.20	Hood:			
	6.20.1	To have double safety latch with hood release inside car		
	6.20.2	To have under hood light.		
	6.20.3	Hood is to be non-reflective, flat black (priced as option)		
Lightin	ıg:			
7.1	Headligl	nts to have shatterproof type lens or have protective shatterproof covers		
7.2		running lights (priced as option) (for clarification purposes, this is listed as an ecause typical units will require NOT having this feature)		
Miscel	laneous:			
8.1	Tool Kit:	To be equipped with wheel wrench and jack		
8.2	Running	Running Boards OEM Package 186 (Priced as option)		

Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's

Delivery Inspection: All final inspections for compliance to specifications on all patrol

UNIT TYPE: Ford Explorer, AWD, Police Interceptor

manual to be delivered with each vehicle

vehicles are conducted at FOB point

APPLICATION: To be used by the Alaska State Troopers in pursuit as well as patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

- 1.0 Engine: Gas, 3.7L V6
 - 1.1 Gas, 3.5L Ecoboost V6 (priced as option)
- 2.0 Transmission: Automatic, 6-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater 41H
- 4.0 Brakes: To include anti-lock brake system, 4-wheel, traction control
- 5.0 Tires: Tires shall have a speed rating of V (149mph) or higher, with matching, full size spare tire and wheel securely mounted in trunk
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 112.6 Inches
 - 6.3 Overall Length: 197.1 Inches
 - 6.4 Front license plate bracket (OEM Package 153)
 - 6.5 Privacy Glass, OEM
 - 6.6 Skid Plate Package (OEM Package 76D)
 - 6.7 Vinyl flooring
 - 6.8 Cruise Control and Tilt Steering
 - 6.9 Power windows and door locks
 - 6.9.1 Rear windows controlled by driver only
 - 6.10 Ford SYNC (OEM Package 53M) (priced as option)
 - 6.11 Reverse sensing system (OEM Package 76R) (priced as option)
 - 6.12 Rear View Camera Package (OEM Package 87R) (priced as option) (for clarification, this is intended to move the standard rear view camera package to the rear view mirror location as to not interfere with police equipment)
 - 6.13 Heated Mirrors (OEM Package 549)
 - 6.14 AM/FM Radio with CD
 - 6.15 Lighter:
 - 6.15.1 Lighter to have heavy-duty wiring to facilitate the use of police related accessories
 - 6.15.2 To be wired independently of ignition switch
 - 6.16 Front Tow Hooks

7.0

8.0

6.17	Trailer Towing Package with Class III Hitch, dealer installed (priced as option)		
6.18	Supplen	nental restraint system for both driver and right front passenger	
6.19	Seating:	: 5-passenger (including driver)	
	6.19.1 6.19.2	Front bucket seats with no console, cloth only Vinyl rear bench seat	
	6.19.3	Interior color to be dark grey	
6.20	Keys an	d Door Locks:	
	6.20.1	OEM power door locks with master control for all doors installed in driver's door	
	6.20.2	Rear handles to be inoperable with locks inoperable (OEM Package 68G)	
	6.20.3	All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit	
	6.20.4	Remote Keyless-Entry key fob (w/o Keypad, less PATS) (OEM Package 595) (priced as option)	
6.21	Hood:		
	6.21.1	To have double safety latch with hood release inside car	
	6.21.2	To have under hood light	
	6.21.3	Hood to be non-reflective, flat black (priced as option)	
Lightin	g:		
7.1	Headligl	nts to have shatterproof type lens or have protective shatterproof covers	
7.2	Front he	ead lamp lighting solution (OEM Package 66A)	
7.3	Rear tai	I lamp lighting solution (OEM Package 66B)	
7.4		mp – Incandescent Bulb: To be mounted in left-hand pillar post. To be independent on on separate 20 amp fused circuit. 51Y (priced as option)	
7.5	Dome L	amp – Red/White in cargo area (OEM Package 17T)	
7.6	Dark ca Package	r feature - Ability to disable all interior and exterior automatic lighting (OEM e 43D)	
7.7		erunning lights (priced as option) (for clarification purposes, this is listed as an ecause typical units will require NOT having this feature)	
7.8	Traffic a	dvisory feature (priced as option)	
Miscel	laneous:		
8.1	Tool Kit:	To be equipped with wheel wrench and jack	
8.2	Aux Air	Conditioning (priced as option)	
8.3	Road Ro	eady Package (OEM Package 67H) (priced as option)	
8.4	Ballistic	Door Panels, Driver Only (OEM Package 90D) (priced as option)	
8.5	Ballistic	Door Panels, Driver and Front Passenger, (OEM Package 90E) (priced as option)	
8.6		ions to include factory service bulletins to all regional SEF Managers, and one (1) each operator's to be delivered with each vehicle	
8.7	Delivery FOB po	Inspection: All final inspections for compliance to specifications are conducted at int	

End of Specifications

BID PRICE SCHEDULE

Description		Cost
FORD INTERCEPTOR FWD MODEL P2L		
Ford Interceptor FWD, 3.5L V6, White w/Black Hood	\$	26,286.00
Ford Interceptor FWD, 3.5L V6, Random Color	\$	25,986.00
Engine: 2.0 I4 Eco Boost (requires 501A pkg.)	\$	720.00
Ford SYNC with Reverse Sensing System	\$	590.00
Rearview camera		Included
Remote Keyless Entry (w/o keypad, less PATS)	\$	255.00
Spot lamp	\$	343.00
Daytime running lights	\$	49.00
Road Ready Package (Package 67h)	\$	3,470.00
Ballistic Door Panels, Driver Only	\$	1,497.00
Ballistic Door Panels, Driver and front passenger	\$	2,994.00
FORD INTERCEPTOR AWD MODEL P2M		•
Ford Interceptor AWD, 3.5L Eco Boost V6, 365HP, White w/Black Hood	\$	29,986.00
Ford Interceptor AWD, 3.5L Eco Boost V6, 365HP, Random Color	\$	29,686.00
Engine: 2.0 I4 Eco Boost (requires 501A pkg.)	\$	720.00
Ford SYNC with Reverse Sensing System	, \$	590.00
Rearview Camera	,	Included
Remote Keyless Entry (w/o keypad, less PATS)	\$	255.00
Spot Lamp	\$	210.00
Daytime Running Lights	\$	49.00
Road Ready	\$	3,470.00
Ballistic Door Panels, Driver Only	\$	1,497.00
Ballistic Door Panels, Driver and Front Passenger	\$	2,994.00
FORD EXPEDITION, 4x4, SPECIAL SERVICE PACKAGE MODEL U1G		
Ford Expedition, 4x4, Special Service Package, White w/Black hood	\$	33,314.00
Ford Expedition, 4x4, Special Service Package, Random Color	\$	32,989.00
2nd and 3rd row seat cloth	\$	875.00
Ford SYNC with Reverse Sensing System	\$	604.00
Rearview Camera		Included
Daytime Running Lights	\$	45.00
Running Boards	\$	425.00
FORD EXPLORER, AWD, Police Interceptor MODEL K8A		
Ford Explorer, 3.7L V6 White w/Black Hood	\$	29,652.00
Ford Explorer, 3.7L V6, Random Color	\$	29,327.00
Engine 3.5L, Eco Boost, V6	\$	3,225.00
Ford SYNC	\$	290.00
Reverse Sensing System	\$	270.00
Rearview Camera		Included
Remote Keyless Entry (w/o keypad, less PATS)	\$	250.00
Spot Lamp	\$	385.00
Daytime Running Lights	\$	39.00
Road Ready	, \$	3,315.00
·	•	

Section IV- Bid Price Schedule CA1991 – Ford Police Vehicles Page 1 of 2

Ballistic Door Panels, Driver Only	\$ 1,506.00
Ballistic Door Panels, Driver and Front Passenger	\$ 3,012.00
Trailer Towing Package with Class III Hitch	\$ 325.00

Cal Worthington Ford Lincoln	431 Unga Street	<u>955291</u>					
COMPANY SUBMITTING BID	ADDRESS	ALASKA BUSINESS LICENSE NO:					
On File	Anchorage, AK 99501	DOES YOUR BUSINESS QUALIFY FOR PREFERENCES?					
AUTHORIZED SIGNATURE	CITY, STATE, ZIP						
Ray Marcum	907-793-8213/907-793-8255	[X] YES [] NO					
PRINTED NAME	PHONE/FAX	DOES YOUR BUSINESS QUALIFY FOR THE VETERANS					
7/24/2015	fleetoil@aol.com	PREFERENCES?					
DATE	E-MAIL ADDRESS	[] YES [X] NO					
Paving d 02/44/0040							

Revised 03/14/2012

Sponsored by: Mayor Michael W. Welch Introduced: March 18, 2019

CITY OF NORTH POLE 1 2 ORDINANCE NO. 19-05 3 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA 4 5 TO AMEND THE 2019 OPERATING BUDGET AND OTHER **FUNDS** 6 7 8 WHEREAS, changes to the public services practices and policies is a continually changing 9 requirement; and, 10 WHEREAS, the City of North Pole budget should be amended to conform to the requirements 11 12 of the City; and, 13 14 WHEREAS, adjustment in the budget are necessary to remain compliant with council approved 15 authorizations and budget management rules, and 16 17 WHEREAS, fiscal notes are the method prescribed by the code to amend a budget; and, 18 19 WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and 20 will be recorded as amendments to the budget upon approval, 21 22 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it 23 approves changes as listed in the fiscal note to be attached to this ordinance for the purpose 24 managing the City budget. 25 26 **Section 1**. This ordinance is of a general nature and shall not be codified. 27 28 **Section.** Effective date. 29 This ordinance shall become effective immediately upon passage. 30 31 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 32 _day of _____, 2019. 33 34 35 36 Michael W. Welch, Mayor 37 ATTEST: 38 39 40 41 Judy L. Binkley, City Clerk 42 43 PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompa	anying Ordinance/Resolution:	SB 142 Crime Prevent	ion	
Originato	or / sponsor: Chief Dutra			
Date: Mar	rch 12, 2019			
Does the	Ordinance or Resolution h	ave a fiscal impact?	yes	no
FUND	Account Description	Account #	Debit	Credit
32	SB 142 Crime Prevention - Exp	32-06-9-900	13,700.00	
32	SB 142 Crime Prevention - Rev	32-00-3-004		13,700.0
				-
				-
		<u></u>		-
		11		
ordinance To approv	ry: (Brief description of propo e or resolution. Where did the re and accept funding from the Sta onse and Equipment.	e money come from	and how will it	be used).
_	d By: Tricia Fogarty Approval: Tricia Fogarty		_{e:} March 12, 201 _{e:} March 12, 201	
	seed notes attached to an ordinance			

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



North Pole Police Department

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



March 4, 2019

To: Honorable Mayor Welch

North Pole City Council

Re: Authorization to accept Legislative funding \$13,700

I am requesting that the North Pole City Council authorize the Mayor to sign an agreement accepting \$13,700 in legislative funding from the Capital Budget SB142. These funds were allocated in 2017-18 legislative session to be used to help local communities respond to crime.

We were awarded funding to pay for ballistic plates for department active shooter vests and funding for Anti-Theft Campaign to include PSA's to help prepare our citizens to protect their assets in case of a theft.

Thank you for your time.

Chief Steve Dutra



Department of Public Safety

DIVISION OF ALASKA STATE TROOPERS
Office of the Director

5700 East Tudor Road Anchorage, Alaska 99507-1225 Main: 907.269.5641 Fax: 907.269,5079

March 11, 2019

Chief Dutra 125 Snowman Lane North Pole, AK 99705

Dear Chief Dutra:

During the last legislative session and as part of SB 142 (Capital Budget) the Department of Public Safety (DPS) was allotted \$2 million for Crime Prevention and Response and Equipment. The money was intended to be used to coordinate with local law enforcement agencies statewide to help local communities prevent and respond to crime in an effort to reduce drug related crimes, car thefts, and violent crimes.

DPS established a process to collect and evaluate requests from the local law enforcement agencies. The process established that the funds would be distributed as reimbursement and that upon approval your agency would have to make the purchase and DPS would reimburse the preapproved cost when an itemized receipt was provided to DPS.

Your submitted request(s) for reimbursement funding was reviewed and the following was approved for reimbursement:

- 1) \$4,100 for the purchase of Ballistic Plates
- 2) \$9,600 for the purchase of ProTech DNA Kits and PSAs

The approved items must be to be ordered no later than June 30, 2019.

The itemized receipts verifying purchase will need to be submitted to Lt. Sims by December 31, 2019.

If you will not be able to meet the above deadlines, please contact Lt. Sims.

Send all itemized receipts for reimbursement to Alaska State Troopers, 5700 East Tudor Road, Anchorage, AK 99507 Attention: Lt. Cornelius Sims

Crime Prevention and Response Reimbursement Page 2 March 11, 2019

If you have any questions, please contact Lt. Sims (cornelius.sims@alaska.gov) or 907-375-7761.

Any equipment/purchases subject to reimbursement under SB 142 must be used for lawful purposes only and reimbursement by the state is not intended to impose any duty or responsibility on the state to monitor or supervise the use of the equipment or to maintain or replace it.

Please review, sign, and return the attached Agreement of Reimbursement.

Respectfully,

Lieutenant Cornelius A. Sims

Director's Staff Division Planning

ALASKA DEPARTMENT OF PUBLIC SAFETY ARGEEMENT OF REIMBURSEMENT

The Alaska Department of Public Safety agrees to reimbursement to the City of North Pole Police Department as follows:

- 1) \$4,100 for the purchase of Ballistic Plates
- 2) \$9,600 for the purchase of ProTech DNA Kits and PSAs

The approved items must be to be ordered no later than June 30, 2019,

The itemized receipts verifying purchase will need to be submitted to Lt. Sims by December 31, 2019.

Send all itemized receipts for reimbursement to Alaska State Troopers, 5700 East Tudor Road, Anchorage, AK 99507 Attention: Lt. Cornelius Sims

Any equipment/purchases subject to reimbursement under SB 142 must be used for lawful purposes only and reimbursement by the state is not intended to impose any duty or responsibility on the state to monitor or supervise the use of the equipment or to maintain or replace it.

IN WITNESS OF THIS AGREEMENT, the undersigned duly authorized officers have subscribed their names on behalf of the Department and the City respectively.

For the City of North Pole:	For the Department of Public Safety		
Ву	Ву		
Printed Name	Printed Name		
Official Title	Official Title		
Date	Date		

Sponsored by: Mayor Michael W. Welch Introduced: March 18, 2019

CITY OF NORTH POLE 1 2 ORDINANCE NO. 19-06 3 AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA 4 5 TO AMEND THE 2019 OPERATING BUDGET AND OTHER **FUNDS** 6 7 8 WHEREAS, changes to the public services practices and policies is a continually changing 9 requirement; and, 10 WHEREAS, the City of North Pole budget should be amended to conform to the requirements 11 12 of the City; and, 13 14 WHEREAS, adjustment in the budget are necessary to remain compliant with council approved 15 authorizations and budget management rules, and 16 17 WHEREAS, fiscal notes are the method prescribed by the code to amend a budget; and, 18 19 WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and 20 will be recorded as amendments to the budget upon approval, 21 22 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it 23 approves changes as listed in the fiscal note to be attached to this ordinance for the purpose 24 managing the City budget. 25 26 **Section 1**. This ordinance is of a general nature and shall not be codified. 27 28 **Section.** Effective date. 29 This ordinance shall become effective immediately upon passage. 30 31 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 32 _day of _____, 2019. 33 34 35 36 Michael W. Welch, Mayor 37 ATTEST: 38 39 40 41 Judy L. Binkley, City Clerk 42 43 PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Does the Ordinance or Desolution have a fiscal impact? Zwes	
Date: March 12, 2019	
Originator / sponsor: Chief Dutra	
Accompanying Ordinance/Resolution: JAG Grant Amendment	

FUND	Account Description	Account #	Debit	Credit
11	Wages Full Time	11-19-1-004	12,833.00	
11	Over Time	11-19-1-007	2,000.00	
11	Benifits	11-19-1-003	717.00	
11	PERS	11-19-1-004	1,300.00	
11	Health Insurance	11-19-1-013	2,250.00	
11	Grant Revenue	11-00-3-900		19,100.00
	<u> </u>			

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

To authorize the Edward Byrne Memorial Justice Assistance Grant amendment one to increase grant funding by \$19,100.00 for personnel and fringe.

Prepared By: Tricia Fogarty		Date: March 12, 2019		
Finance Approval:	Tricia Fogarty	Date: March 12, 2019		

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

STATE OF ALASKA Department of Public Safety Division of Administrative Services

GRANT AMENDMENT

	GRANTEE			DEDADTMENT	
NAME	City of North Pole		Manage	DEPARTMENT	
ADDRESS:	: 125 Snowman Lan	е	NAME:	Department of P	ublic Safety
CITY:	North Pole, AK 99	705	ADDRESS:	5700 E. Tudor R	oad
CONTACT:	Jeremy Lindhag		CONTACT	Anchorage, AK 9	
	Lieutenant				@
	907-488-6902		PHONE	Grants Manager 907-269-5082	02.28.19
EMAIL:	ilindhag@northpol	epolice.org			A CHARLES AND A STATE OF THE ST
			FORMATION	april.carlson@a	ilaska.gov
PROJECT NAME:	: Multi-jurisdictional 1	Task Force	OKMATION		
PROGRAM NAME:	Edward Byrne Mem	orial luction Assists		GRANTEE DUNS	: 015680010
FEDERAL AWARD	2017-DJ-BX-0056	ional Justice Assista	ance Grant (JAG)	GRANT AWARD): 19-JAG1
AWARD AMOUNT:	\$101 200 00			PROGRAM CFDA	s: 16.738
PROJECT START:	July 1 2010	EXTEND DATE		REQUIRED MATCH	
THE STATE OF THE S	outy 1, 2016		June 30, 2019	RISK ASSESSMENT	
		BUDGET AI	MENDMENT		
Cost	Original	Amount			
Category	AMOUNT	Amend	Amend	Amend	Amended
Personnel	51,579.00	One	Two	Three	Budget
Fringe	30,521.00	14,833.00		-	66,412.0
	00,021.00	4,267.00			34,788.00
TOTAL	\$ 82,100.00	\$ 19,100.00		*	
		Ψ 19,100.00	\$	\$ -	\$ 101,200.00
		AMENDMENT J	HOTIFICATION		
Amend One:	The original budget fur	nded one investigator	position at 100% for 9 m	onths due to fundin	a anailabilit
	Additional funds are no the project.	ow available to increas	se personnel and fringe	for an additional 3 m	g availability.
					to complet
GRA	NTEE AUTHORIZA	TION	DEPARTM	ENT AUTHORIZA	TION
			NAME/TITLE:	ENT AUTHORIZA	TION
Michael Welch, M	√lavor		Colonal B		
IGNATURE:		Colonel Barry Wilson, Director			
500000000		-	SIGNATURE:		
ATE:					
ATE:			DATE:		

BUDGET SUMMARY

BUDGET CATEGORY		AMOUNT	
Personnel		\$	66,412.00
Fringe		\$	34,788.00
		\$	18 5
		\$	•
		\$	源
	TOTAL	\$	101,200.00

FFY17 JAG Budget City of North Pole Grant #19-JAG1