



CITY OF NORTH POLE
Regular Meeting
November 1, 2021
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, November 1, 2021
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Melissa Dionne
907-488-8583

COUNCIL MEMBERS

Thomas McGhee – Mayor Pro Tem	907-455-0010
Aino Welch – Deputy Mayor Pro Tem	907-488-5834
Anton Keller	907-987-2548
DeJohn Cromer	907-347-2808
David Skipps	907-750-5106
Santa Claus	907-388-3836

- 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**
Not Available Due To Staffing Issues.
- 6. Communications from the Mayor**
 - Oath of Office for Melissa Dionne, City Clerk
 - Re-organization of council
 - Explore Fairbanks, Bill Wright
- 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:

- a. Ordinance 21-16, An Ordinance of the City of North Pole, Alaska To Modify The Developer Agreement For The Brookside Park Subdivision. (Pg. 3-31)

12. New Business:

- a. Ordinance 21-17, An Ordinance of the City of North Pole, Alaska Establishing the 2022 Operating and Capital Budget and Levying the Mill Rate. (Pg. 32-36)
- b. Ordinance 21-18, An Ordinance of the City of North Pole, Alaska amending the 2021 Operating Budget for the Fire Department (Pg. 37-39)
- c. Resolution 21-10, A Resolution of the City of North Pole Designating City Officials Authorization to Sign on City of North Pole Accounts. (Pg. 40-42)
- d. Request to Approve Client Agreement with Steese Immediate Care. (Pg.43-47)

13. Council Comments

14. Adjournment

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 488-8593 or by sending an email to MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8593 or email MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at. Council Meetings are aired **live via audio streaming** from the City's website at <https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream>.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.

**CITY OF NORTH POLE
ORDINANCE 21-16
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO MODIFY
THE DEVELOPER AGREEMENT FOR THE BROOKSIDE PARK
SUBDIVISION**

WHEREAS, changes to North Pole Building Department practices and policies are continually changing as required; and,

WHEREAS, the Building Department adopted the practice of negotiating Development Agreements with developers to more clearly articulate the obligations of the developer and City for developments in the City; and,

WHEREAS, Development Agreements are contractual agreements between the City and the developer; and,

WHEREAS, modifications to Development Agreements may from time to time need to be modified to respond to changing conditions, and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes (See attached highlighted changes.) to the Development Agreement for Brookside Park, August 2018 version (attached).

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND ADVANCED by a duly constituted quorum of the North Pole City Council this ordinance was advanced November 1, 2021.

ATTEST:

Michael W. Welch, Mayor

Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

DEVELOPMENT AGREEMENT
FOR THE
Brookside Park



By and Between the

CITY OF NORTH POLE, ALASKA

And

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

2018

TABLE OF CONTENTS

Table of Contents.....	Page 2
Development Agreement.....	Pages 3 - 10

Appendices:

Appendix 'A' – Legal Description.....	Page 11
Appendix 'B' – Public Improvements.....	Page 12-18
Appendix 'C' – Completion Schedule.....	Page 19-20
Appendix 'D' – Traffic control plan	Page 21
Appendix 'E' – Storm water plan (if required)	Page 22
Appendix 'F' – Temporary Roadway Maintenance Agreement.....	Page 23

Attachments:

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

Brookside Park

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

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

SECTION 1. THE DEVELOPER:

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

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

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

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

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

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

² See Appendix C, Completion Schedule

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

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

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

1.3 The Developer shall submit to the City three (3) complete copies of all engineering reports, plans, specifications and materials lists including design assumptions and calculations. A deposit of \$1,000 shall be paid for by the developer for the cost to the City for administering the project that includes, but is not limited to, reviewing, plan checking, testing and inspecting. This deposit is not to be construed as an estimate and the Developer will be billed for actual costs associated with this project per Section 1.15. No work shall be permitted to begin until the overall engineering report for all improvements, public and non-public, and the final plans and specifications have been reviewed and approved in writing by the Mayor or Mayor's designee.

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

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

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

⁵ See Appendix 'A' – Legal Description.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. THE CITY:

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

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

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

SECTION 3. APPENDICES:

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

APPENDIX 'A' Legal Description

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

APPENDIX 'C' Completion Schedule

APPENDIX 'D' Traffic control plan

APPENDIX 'E' Storm water plan (if required)

APPENDIX 'F' Temporary Roadway Maintenance Agreement

SECTION 4. GENERAL:

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

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

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

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

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

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

Managers

By: [Signature] Date: 8/14/18
Gerald Koerner, General Manager

By: [Signature] Date: 8/19/18
Jess Garn, Assistant Manager

By: [Signature] Date: 8/15/18
Alan Corrick, Deputy Manager

Owner: City of North Pole

Approved By: [Signature] Attest: [Signature]
Bryce J. Ward, City Mayor Judy Binkley, City Clerk
Date 8-17-18

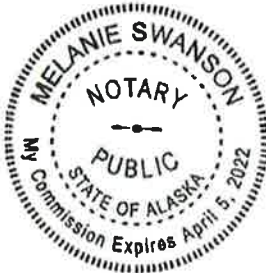
Approved as To Form: [Signature]
Zane Wilson, City Attorney
Date 8/20/18

City Acknowledgment

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this 17th day of August, 2018, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Bryce J. Ward, known to me to be the City Mayor of the City of North Pole, the municipal corporation named in the foregoing instrument, and that they signed the same under authority of said municipal corporation as the free and voluntary act and deed of said corporation.

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



[Signature]
Notary Public in and for the State of Alaska
Commission Expires: 4-5-2022

Developer Acknowledgment #1

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this 14th day of Aug, 2018, before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Gerald Koerner known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

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

Kristi Chenaille
NOTARY PUBLIC:
Commission Expires: Feb. 17, 2020

State of Alaska
NOTARY PUBLIC
Kristi Chenaille
My Commission Expires Feb. 17, 2020



State of Alaska
NOTARY PUBLIC
Kristi Chensille
My Commission Expires 12/31/2024

Developer Acknowledgment #2

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this 14th day of Aug, 2018 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Jesse Garn known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

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

State of Alaska
NOTARY PUBLIC
Kristi Chenaille
My Commission Expires Feb. 17th 2020

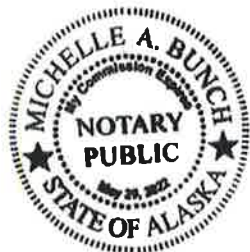
Kristi Chenaille
NOTARY PUBLIC:
Commission Expires: Feb. 17, 2020

Developer Acknowledgment #3

State of Alaska)
) ss
Fourth Judicial District)

THIS IS TO CERTIFY that on this 15th day of August, 2018 before me, the undersigned, a NOTARY PUBLIC in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Alan Corrick known to me to be the person named in and who executed the foregoing instrument, and that he signed the same as the free and voluntary act and deed of North Star Developers with full knowledge of its contents for the uses and purposes therein mentioned.

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



Michelle A. Bunch
NOTARY PUBLIC:
Commission Expires: 5-25-2022

State of Alaska
NOTARY PUBLIC
KAREN C. BUNCH
My Commission Expires 12/31/2012



APPENDIX 'A'

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

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

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

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

Please see attached Proposed Preliminary Plat Brookside Park

APPENDIX 'B'

PUBLIC IMPROVEMENTS TO BE CONVEYED TO THE CITY

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

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

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

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

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

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

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

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

During each phase (1-6) of the land surrounding Psalms Blvd, the road sections required to be built by Fairbanks North Star Borough plating standards shall be done so to the minimum base standard as provide for within this agreement. The Developer will not be required to finish the roads to the City paved standard until 80% of lots 1-32 (in phase 1-6) are developed (sale of 25 of 32 lots). The Developer will be required to notify the City at the time 80% of the lots are sold, at which time the Developer will have 1 year from the closing of the 25th lot to have completed the paving and have City acceptance. At the time of acceptance of the roads by the City, non-local truck traffic on Psalms Blvd. from the gravel pit on Tract G shall be limited to three trucks per hour. If the Developer desires to pave Psalms Blvd prior to 80% of lots 1-32 being sold, then truck traffic on Psalms Blvd. from the gravel pit on Tract G shall be limited to three trucks per hour. However, if the Developer chooses to pave the portion of Psalms Blvd adjacent to Tract C. prior to the sale of 80% of lots 1-32 the Developer and mayor or the mayor's designee may agree to a modified road design to accommodate the heavy truck traffic from the gravel pit. The area encompassing phase 7 has been sold. It will require a new Developer Agreement when/if completed according to the preliminary plat approved by the Fairbanks North Star Borough on May 16th, 2018. When /if phase 7 is developed consideration shall be given to keep the standards of the total development consistent.

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

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

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

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

Minor Collector - Psalms Blvd construction began in 2008 to City road base standards at the time, with the City water line paralleling the street. This is an undivided single two-lane street, two-way configuration that will consist of two 12-foot lanes, separated five-foot minimum walking path and one foot shoulders with Developer to meet or exceed City standards of 18" classified fill, 4" crushed rock and 1.5" asphalt surface. The road center line will be offset to the north approximately 2.5 feet between lots 1 and 32 to better protect the existing city water line.

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

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

Variances requests are:

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

- The Developer requests to modify road shoulder to one foot with a separated five feet minimum walking path. The FNSB Title 17 road standard is two feet and City standard is four feet, however both street designs are without separated walking path.
 - Reasoning: For pedestrian protection and to reduce anticipated future maintenance issues due to destructive consequences of four-wheelers driving on wider shoulders (as witnessed in other popular corridors).
- The Developer requests to modify street shoulder material to one foot of crushed rock. The City standard material is minimum 1.5-inch asphalt pavement.
 - Reasoning: The Developer is proposing a two foot wider paved 'traveled way' that the FNSB Title 17 standard of 10 feet. That may be considered as adding one foot of paved shoulder to each side of the street to protect a minimum of 10 foot 'traveled way' plus adding an additional one foot of crushed rock shoulders to either side to further protect the edge of pavement. The one-foot crushed rock shoulders also extends some lateral support to the actual roadway structure provided by the gravel and crushed rock material layers.
- The Developer requests to modify typical road section for Psalms Blvd. to offset road center line to the north approximately 2.5 feet from the alignment of the ROW center line between lots 1 and 32.
 - Reasoning: The offset will better protect the existing city water line from reduced physical and thermal covering.
- The Developer requests to modify street shoulder to a variable of 2:1 maximum from 3:1 maximum.
 - Reasoning: Natural ground surfaces vary; however, ditch depths must accommodate the Drainage Plan. The steeper slope will better protect the city water line.
- The Developer requests to modify street requirements for Psalms Blvd. during the sale of lots from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-32 are sold.

Reasoning: An E-1 surface initially makes a stronger top during the summer but during the spring and fall puts public at risk with increased frost action (Heaving). The E-1 surface will deteriorate because of ATV's, cement, lumber, moving, and gravel trucks for house construction and export. Also, E-1 would have to be removed and replaced with minimum D-1 crushed rock prior to asphalt surfacing. E-1 'pounded' into the base course can degrade the classified fill course making it more frost susceptible. After 80% of lots 1-32 are, sold export of gravel from Tract G will be limited to three outgoing trucks per hour on Psalms Blvd. The road will remain gated and off limits to public traffic to protect at the terminus of each phase.

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

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

Variances requests are:

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

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

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

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

Variance requests are:

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

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

¹³ See FNSB Road Standard for Local 1 residential lots.

road will be brought up to CONP surfacing standards, as stated within this document, after 80% of lots 1-32 are sold. Or as specified for each specific phase.

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

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

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

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

Definitions of material:

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

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

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

APPENDIX 'C'

COMPLETION SCHEDULE

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

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

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

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

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

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

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

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

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

Phase 7: sold and removed from developer's agreement

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

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

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

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

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

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

APPENDIX 'D'

TRAFFIC CONTROL PLAN

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

APPENDIX 'E'

STORM WATER PERMIT

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

APPENDIX 'F'

TEMPORARY ROADWAY MAINTENANCE AGREEMENT

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

Temporary road maintenance will include the following:

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

First Amendment to the Development Agreement for the Brookside Park

The City of North Pole and the Ainley International Memorial Fund, LLC DBA: North Star Developers having entered into an amended agreement on the 14th day of August 2018, the parties mutually agree to amend this agreement as follows:

Page 4: Section 1.25 footnote 4 of the Development Agreement is amended to read as follows:

The City has keys to gates to maintain their easements and utilities. The gates protect City assets and Developer investments from destruction and theft. The Developer may keep roads gated when not open to public and until maintenance is handed over to the City, the streets are otherwise publicly dedicated or until land beyond the gated area needs to be opened for development.

Page 11: APPENDIX 'A' is amended as provided below:

The description of the property is deleted and replaced with the following:

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

Plat 2019-46 Brookside Park, a subdivision of Tracts B & C of North Star II Subdivision (Plat #2010-81) and Tract A-1 of North Star II Buzby (Plat #2013-26), AND Plat 2021-26 Brookside Park First Addition, A subdivision of Tracts B & H of Brookside Park (Plat No. 2019-46 F.R.D.)

Page 13: APPENDIX 'B' is amended as provided below:

A portion of the first partial paragraph is amended to read as follows:

All roads will be inspected by the City's selected engineer during construction for base material and site conditions, Roads will not be required to be built beyond the minimum standard as required by the Fairbanks North Star Borough and specified as the road base standard in this agreement specified certificates of occupancy are issued by the City. At that time, as agreed to in this contract, the Developer shall complete the road to the standard outlined in this agreement to include all walking paths and street signage. A work plan shall be submitted to the City prior to construction of any road or paving, to ensure proper inspections can be completed. All roads dedicated this plat to include Clear Water Court and the Blanket Extension (see plat 2019-46 F.R.D.) shall be the maintenance responsibility of the Developer and shall have signs posted at the entrances to the development stating "City road maintenance ends" until the City accepts the road, at which time the signs shall be removed. The developer shall make all efforts to give a presentation to the City Council each spring on the progress made and expected construction schedule.

A portion of the second paragraph is amended to read as follows:

During each phase (1-7) of land surrounding Psalms Blvd, the road sections required to be built by Fairbanks North Star Borough plating standards shall be done so to the minimum base standards as provided for within this agreement. The Developer will not be required to finish the

roads to the City paved standard until 80% of the lots in phase 1-7 are issued occupancy permits. After the specified occupancy permits have been issued, the City will notify the Developer at which time the Developer will have two (2) years to have completed the paving and have City acceptance. If the Developer desires to pave Psalms Blvd prior to 80% of Phase 1-7 have been issued occupancy permits, then truck traffic on Psalms Blvd from the gravel pit on Tract G shall be limited to three trucks per hour. However, if the Developer chooses to pave the portion of Psalms Blvd adjacent to Tract C prior to 80% of Phase 1-7 have been issued occupancy permits the Developer and mayor or the mayor's designee may agree to modified road design to accommodate the truck traffic from the gravel pit.

The third paragraph is amended to read as follows:

Development of phase 8: After certificates of occupancy have been issued for Block 2 lots 1-4 the City will require the completion and paving of Clear Water Court. The Developer will have two (2) years to have completed the paving and have City acceptance.

The last paragraph beginning on page 13 and ending on page 14 is amended to read as follows:

Development of Tract D and E: The development of Tract D and E will require the completion and paving of Blanket Blvd. to include the portions of Blanket dedicated under plat (2010-81 F.R.D.) to approximately 150' north of High Water Creek. The Developer will be required to notify the City at the time Tracts D and E are sold, at which time the Developer will have two (2) years, after a certificate of occupancy is issued by the City, to have completed the paving and have City acceptance, unless the City Mayor or Mayor's designee extends the paving due date.

Page 14: APPENDIX 'B' is amended as provided below:

The first full paragraph is amended to read as follows:

Development of Tract F or A: The development of Tract F and A will require the completion and paving of Blanket Blvd. from the cross-over on Blanket Blvd. approximately 150's north of High Water Creek to the intersection of Psalms Blvd. The Developer will be required to notify the City at the time Tract F and A are sold, at which time the Developer will have two (2) years, after a certificate of occupancy is issued by the City, to have completed the paving and have City acceptance, unless the City Mayor or Mayor's designee extends the paving due date. In the event that Tract D and E have not been sold AND Psalms Blvd have not been completed with paving then the Developer may request, of the Mayor or Mayor's designee, to delay paving and finish until Psalms Blvd is paved OR until the remaining section of Blanket will be paved.

The following paragraph is added as follows:

Signage Required for Roads During 2 year paving delay. The Developer must post and maintain signs at both ends of any road within the two year grace period for the paving due date. The sign should be made of aluminum; a minimum of 18 inches wide and 24 inches long; painted in weather-proof reflective paint with large easily read letters that state: 1) Road Name, 2) This is a Privately Maintained Road, 3) For Road Maintenance and Snow plowing call 907-488-4010 (number to call). The format of the sign must be submitted to the City for approval prior to it being produced and posted. The sign must be placed on a steel sign pole immediately adjacent to the road.

Page 15: APPENDIX 'B' is amended as provided below:

The first paragraph of the last bulleted item is amended as follows:

The Developer requests to modify street requirements for Psalms Blvd. during the sale of lots from the FNSB Title 17 minimum 3" E-1 surface topping minimum 15" classified fill (base material) to 18" minimum classified material (CONP standard for gravel). The road will be brought up to CONP surfacing standards, as stated within this document.

Page 18: APPENDIX 'B' is amended as provided below:

The last paragraph of Appendix 'B' on page 18 is amended to add the following:

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

Definitions of material:

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

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

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

**CITY OF NORTH POLE
ORDINANCE 21-17**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL
ESTABLISHING THE 2022 OPERATING AND CAPITAL BUDGET AND
LEVYING THE MILL RATE**

WHEREAS, pursuant to City of North Pole Home Rule Charter Section VI the Mayor has proposed an operating budget with anticipated income and expenditures of the City during the next fiscal year; and

WHEREAS, pursuant to Title 4 Revenue and Finance Chapter 25 the Mayor has proposed capital and vehicle fleet- reserve fund budgets for the City and City Utility that are contingent upon council approval of the ordinance reinstating the funding mechanism; and

WHEREAS, The City of North Pole operates a water and sewer utility through an enterprise fund and thus the Mayor has proposed an operating and capital budget for the Utility with anticipated income and expenditures of the City during the next fiscal year; and

WHEREAS, The City of North Pole has established budgets for the City Debt Service, Non-Major and Community Funds that are outside of the general operating, capital and vehicle fleet-reserve budgets; and

WHEREAS, The Budget is a living document that needs to be adjusted as needed to reflect actual conditions; and,

WHEREAS, The 2022 Budget leaves the Mill Rate at 4.00 Mills; and

WHEREAS, The 2022 Budget continues to have a sales tax rate of 5.5 percent.

WHEREAS, The 2022 Budget continues the maximum tax on any single transaction shall be 11.00 eleven dollars.

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

Section 1. This ordinance is of a special nature and shall not be included in the North Pole Code of Ordinances.

Section 2. There is hereby appropriated to the 2022 General Fund Operating Budget (Fund 1) from the following sources of revenue for the City of North Pole in the amount indicated to the departments named for the purpose of conducting the business of said departments of the City of North Pole, Alaska, for the fiscal year commencing January 1, 2022 and ending December 31, 2022

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Revenue Source	Mayor Recommended	Council Appropriation
Taxes: Property	1,043,500	1,043,500
Taxes: General Sales	4,150,764	4,150,764
Taxes: Alcohol	300,000	300,000
Taxes: Online Sales	320,000	320,000
Taxes: Tobacco	145,000	145,000
Taxes: State collected Shared Taxes	16,000	16,000
Licenses and Permits	34,000	34,000
Fees & Services	671,700	671,700
Fines & Penalties	150,000	150,000
Intergovernmental Revenue	201,500	201,500
Other: Miscellaneous	273,011	273,011
Transfers in From Fund Balance (FB)	0	0
Transfer In (from other funds)	25,000	25,000
Total	7,335,475	7,335,475

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35 **Section 3.** There is hereby appropriated to the 2021 General Fund Operating Budget (Fund 1)
36 expenditures for the City of North Pole in the amount indicated.
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Department Expenditures	Mayor Recommended	Council Appropriated
Administration	737,900	737,900
Clerk & HR	255,364	255,364
Police Department	2,647,207	2,674,207
Fire Department	2,681,646.	2,681,646
Public Works	1,013,357	1,013,357
Total	7,335,475	7,335,475

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39 **Section 4.** There is hereby appropriated to the 2021 Major Enterprise Operating, Capital and
40 Fleet Budget from the following sources of revenue for the City of North Pole Utilities in the
41 amount indicated to the departments named for the purpose of conducting the business of said
42 Utility Departments of the City of North Pole, Alaska, for the fiscal year commencing January 1,
43 2022 and ending December 31, 2022. A Major Enterprise Fund is used to account for
44 operations that are financed and operated in a manner similar to a private business enterprise.
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Fund #	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
25	Utility Fund Fleet	30,000	30,000	30,000	30,000
41	Utility Fund Water	1,127,159	1,127,159	1,127,159	1,127,159
42	Utility Fund Sewer	980,454	980,454	980,454	980,454
43	Utility Capital Projects	0	0	0	0
51	Water Fund Reserves	172,035	172,035	172,035	172,035
52	Sewer Fund Reserves	170,550	170,550	170,550	170,550
Total		2,480,198	2,480,198	2,480,198	2,480,198

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Section 5. There is hereby appropriated to the 2022 North Pole City Budget revenue and expenditures for the following Capital and Vehicle Replacement-Reserve Funds in the amount indicated. The following Funds are committed by Ordinance and can only be used for the specific purpose as defined by City Code.

Fund #	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
20	Capital Projects Reserves	41,000	41,000	41,000	41,000
22	Fire Fleet Fund	121,000	121,000.	121,000	121,000
23	Police Fleet Fund	127,000	127,000	127,000	127,000
24	Public Works Fleet Fund	23,280	23,280	23,280	23,280
Total		312,280	312,280	312,280	312,280

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Section 6. There is hereby appropriated to the 2022 North Pole City Budget revenue and expenditures for the following Non-Major Funds in the amounts indicated. Non-Major Funds are established to finance a particular activity and are created from receipts of designated and restricted funds.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
04	Building Department	452,959	452,959	452,959	452,959
10	Litigation Fund	75,000	75,000	75,000	75,000
12	ABADE- Dept of Justice	55,300	55,300	55,300	55,300
13	ABADE – State Forfeitures	14,263	14,263	14,263	14,263
15	Impound Lot	55,850	55,850	55,850	55,850
Total		653,372	653,372	653,372	653,372

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Section 7. There is hereby appropriated to the 2022 North Pole City Budget revenue and expenditures for the following Debt Service Fund in the amounts indicated. The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general obligation bond and special assessment debt principle, interest and related cost for issuance that are not accounted for elsewhere.

Fund	Description	Mayor Recommendation		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
3	Assessment Fund	130,150	130,150	130,150	130,150
Total		130,150	130,150	130,150	130,150

Section 8. There is hereby appropriated to the 2022 North Pole City Budget revenue and expenditures for the following Community Purpose Funds in the amounts indicated. Community Purpose Funds are established to finance a particular activity or event and are created from receipts of designated funds.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
05	Bed Tax Grant Fund	79,500	79,500	79,500	79,500
08	North Pole Festival Fund	5,000	5,000	5,000	5,000
Total		95,080	95,080	95,080	95,080

Section 9. There is hereby appropriated to the 2022 North Pole City Budget revenue and expenditures for the following Grant Funds in the amounts indicated. The Grant Funds are used to account for the tracking of Grant projects and revenues and expenditures.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
30	Administration Grants	0	0	0	0
31	Fire Department Grants	0	0	0	0
32	Police Department Grants	188,500	188,500	188,500	188,500
33	Public Works Grants	65,000	65,000	65,000	65,000
11	Bryne Jag Grant	40,000	40,000	40,000	40,000
Total		293,500	293,500	293,500	293,500

Section 10. Supplemental: See appendix 2022 A for the budget breakdown of revenues and expenditures per individual account line.

Section 11. Effective date. This ordinance shall become effective January 1, 2022.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
____ day of December 2021.

Michael W. Welch, Mayor

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

ORDINANCE NO. 21-18

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND 2021 FIRE DEPARTMENT OPERATING BUDGET**

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

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

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

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

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

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

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

Section. Effective date November 15, 2021.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council

Mayor: Michael W Welch

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska
Fiscal Note
Year: 2021
Ordinance: 21-18

Originator / Sponsor Name: Chief Heineken

Date: October 26, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Uniforms	01-54-3-345	85,000.00	
General Fund	Wages: Full Time	01-54-1-001		85000.00

To Accept Internet Crimes Against Children Grant.

Prepared By: Tricia Fogarty Date: 10/27/2021

Finance Approval: Tricia Fogarty Date: 10/27/2021

Memo

To: Tricia Fogarty, CFO
From: Chad Heineken, Fire Chief
Date: 10/26/2021
Re: Fiscal Note



Fiscal Notes

Transfer into:

From:

01-54-3-345 Uniforms	\$85,000.00	01-54-1-001	Wages: Full Time
Purchase of New Fire Fighter PPE			

The fire department needs to replace aged and worn Personal Protective Equipment (PPE) for structural firefighting. NFPA standards recommend structural firefighting PPE be taken out of service after 10 years. Each set of PPE is expected to cost between \$2500-3000, the fire department needs to purchase 30 sets of PPE.

The fire department has not been fully staffed during most of the 2021 budget year, this understaffing has left a predicted surplus in the Wages: Full Time line of the fire department budget.

I therefore requests moving \$85,000 from Wages: Full Time to Uniforms, allowing these funds to be used for the purpose of purchasing structural firefighting PPE.

**CITY OF NORTH POLE
RESOLUTION 21-10**

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

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

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

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

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

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

Michael W. Welch

Melissa Dionne

Thomas McGhee

Anton Keller

Santa Claus

David A. Skipps Sr.

DeJohn Cromer

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 1st day of September 2021.

Michael W. Welch, Mayor

ATTEST:

Melissa Dionne, City Clerk

<p>PASSED Yes: No: Absent:</p>
--



AMLIP ACCOUNT APPLICATION / SIGNATURE CARD

- ☐ Application
☒ Signature Card Revision

Account Number: _____

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

Fax to: 1-800-642-5089

Mail to: KeyBank National Association, P.O. Box 100900, Anchorage, AK 99510-0900

1. ACCOUNT REGISTRATION

Government Entity Name: City of North Pole
Mailing Address: 125 Snowman Lane
City: North Pole
State: **AK** Zip Code: 99705

Primary Contact: Tricia Fogarty, CFO
Phone Number: 907-488-8594
Email Address: Tricia.Fogarty@northpolealaska.org

Secondary Contact: Michael Welch, Mayor
Phone Number: 907-488-8584
Email Address: MWelch@northpolealaska.org

2. SIGNATURE AND TAX CERTIFICATION

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

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

Signature: _____ Date: _____

Title: Tricia Fogarty, CFO

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

3. CERTIFICATE OF AUTHORITY

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

CERTIFICATE OF AUTHORITY

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

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

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

Name: Michael W. Welch
Title: Mayor

Signature: _____

Name: Anton Keller
Title: Council Member

Signature: _____

Name: Santa Claus
Title: Council Member

Signature: _____

Name: Thomas McGhee
Title: Council Member

Signature: _____

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

Name: David Skipps
Title: Council Member

Signature: _____

Name: DeJohn Cromer
Title: Council Member

Signature: _____

Name:
Title:

Signature: _____

Name:
Title:

Signature: _____

Government Entity Name: City of North Pole

Signature:

{SEAL}

Mayor

Government Entity's Seal Date: _____



North Pole Police Department

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



October 25, 2021

To: North Pole City Council

Re: Approval of Client agreement Steese Immediate Care

I would like to ask the North Pole City Council to approval the attached contract with Steese Immediate Care to allow us to move forward with Health Screening of new applicants. The City Attorney has reviewed the document and has given their blessing.

Thank you.

Chief Steve Dutra

New Client Set-up

SECTION 1: NEW CLIENT DATA	
Company Name	North Pole Police Department
Physical Address	125 Snowman Lane
City, State Zip	North Pole, Alaska 99705
Phone	907-488-6902
DOT Testing	<input type="checkbox"/> FMCSA
Non-DOT Testing	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION 2: BILLING CONTACT DATA	
Check if billing address is the same as above <input checked="" type="checkbox"/>	
Indicate billing delivery method	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail
Billing delivery fax # or email	atrubacz@northpolepolice.org
Billing Contact Name (Name on invoice)	North Pole Police Department
Billing Address	125 Snowman Ln
City, State, Zip	North Pole, AK 99705
SECTION 3: OCCUPATIONAL HEALTH SERVICES REQUESTED (all services include a \$75 no show fee)	
♦ Indicates a recommended component for most accurate results	
<div style="font-size: 2em; font-weight: bold;">3</div>	<div style="display: flex;"> <div style="flex: 1;"> <p>Pre-Employment Physical (\$285)</p> <p>Please supply a copy of the job description with the referral</p> <p><i>We strongly recommend Functional Capacity Testing (step test & lift test) for proof of cardiac and strength ability for duty fitness</i></p> </div> <div style="flex: 2;"> <ul style="list-style-type: none"> • Health History Questionnaire and review • Physical exam: Basic physical examination • Audiogram • Vision Screening: Snellen • Urine Dip (medical) <ul style="list-style-type: none"> ♦ Functional Capacity Exam (Aerobic Capacity Test & Lift Test) charged separately ♦ Instant Urine Drug Test charged separately ♦ Respirator Questionnaire charged separately ♦ Spirometry (Pulmonary Function Test) charged separately ♦ Chest X-Ray charged separately ♦ CBC charged separately ♦ CMP charged separately ♦ Lipids charged separately </div> </div>
<input type="checkbox"/>	<div style="display: flex;"> <div style="flex: 1;"> <p>DOT CDL Physical (\$150)</p> <p>_____ Audiogram or A1C approved if required by Provider (Initials)</p> </div> <div style="flex: 2;"> <ul style="list-style-type: none"> • Physical per CFR 49 §391.41 • Vision Screening: Snellen • Urine Dip (medical) • Vitals • Whisper Test <ul style="list-style-type: none"> ♦ Audiogram if required based on Whisper Test results-charged separately ♦ Hemoglobin A1c if required based on Urine Dip results-charged separately </div> </div>
<input type="checkbox"/>	<div style="display: flex;"> <div style="flex: 1;"> <p>Asbestos Physical (\$565)</p> </div> <div style="flex: 2;"> <ul style="list-style-type: none"> • Asbestos Physical/Exam • Health History Questionnaire • Asbestos Questionnaire • Audiogram • Lead ZPP (OSHA) • Spirometry (PFT) • Respirator Questionnaire • Vision Screening: Snellen • Urine Dip (medical) <ul style="list-style-type: none"> ♦ B-Read Chest X-Ray if indicated-charged separately </div> </div>

New Client Set-up

<input type="checkbox"/>	Silica Physical (\$575)	<ul style="list-style-type: none"> • Silica Physical/Exam • Health History Questionnaire • Silica Questionnaire • Silica Clearance • Vision Screening: Snellen • PPD • Respirator Questionnaire • Spirometry (PFT) • Urine Dip (medical) • B-Read Chest X-Ray if indicated-charged separately
<input type="checkbox"/>	Hazmat/Hazwoper Physical (\$785)	<ul style="list-style-type: none"> • Hazmat Physical/Exam • Health History Questionnaire • Audiogram • Emergency Worker Clearance • CBC • CMP • Lipids • Lead ZPP (OSHA) • Urine-Heavy Metal test • Spirometry (PFT) • Respirator Questionnaire • Vision Screening: Snellen • Urine Dip (medical) • B-Read Chest X-Ray if indicated-charged separately
<input type="checkbox"/>	Respirator Examination (\$225)	<ul style="list-style-type: none"> • Respirator Physical • Spirometry • Respirator Questionnaire • Mask Fit if needed-charged separately
<input checked="" type="checkbox"/>	Law Enforcement Physical (\$750) This test to Alaska Police Standards Council requirements	<ul style="list-style-type: none"> • APSC Form F2A Review • APSC Form F2B Examination • Basic Audiogram • Electrocardiogram • Functional Capacity Examination • Hepatitis Panel • PPD • Spirometry (PFT) • Vision Screening: Snellen • Vision Screening: Titmus • Urine Dip (medical) • Instant Urine Drug Screen—if needed-charged separately
<input type="checkbox"/>	Bloodborne Pathogen Exposure Testing	<ul style="list-style-type: none"> • This is a four-part series including: <ul style="list-style-type: none"> • 1st Visit consultation and labs • Source testing and labs • 2nd Visit consultation for 6 week follow-up and labs • 3rd Visit consultation and 3 month follow-up and labs <p>Please contact us for pricing for this service</p>
LA CARTE EXAMS (or exam components)		
<input type="checkbox"/>	Aerobic Capacity Test (Step Test) (\$75)	YMCA Three-Minute Step Test (TMST)
<input type="checkbox"/>	Functional Capacity Test (FCE) (\$140)	<ul style="list-style-type: none"> • Aerobic capacity test-YMCA Three-Minute Step Test (TMST) • Lift/Strength Test (Based on Job Description)
<input type="checkbox"/>	Audiometry (\$150)	Basic Audiogram
<input type="checkbox"/>	Hearing Conservation (\$75) per person annually)	Review of Initial and annual audiograms for hearing shift changes
<input type="checkbox"/>	Electrocardiogram (ECG) (\$215)	Detects cardiac (heart) abnormalities by measuring the electrical activity generated by the heart as it contracts—12 Lead w/interpretation
<input type="checkbox"/>	Lift Assessment (\$75)	Determines ability to lift, push, pull, squat, crawl, etc., based on job function requirements.
<input type="checkbox"/>	Respirator Mask Fit (\$100) per mask	Measure amount of leakage for tight fitting masks. We currently test 3M full and half masks, and North Face full and half masks
<input type="checkbox"/>	Spirometry (Pulmonary Function Test-PFT) (\$100)	Lung capacity test for job tasks that are physically demanding, require wearing a respirator, or cause exposure to certain possible breathing hazards
<input type="checkbox"/>	Visual Screening (\$45)	Snellen (Eye Chart)
<input type="checkbox"/>	Visual Function Screening (Titmus) (\$50)	Assessment of visual function (Binocular, color, night, etc.)

New Client Set-up

ALA CARTE LABS (or exam components)			
<input type="checkbox"/> Venipuncture (\$40)	<input type="checkbox"/> Hepatitis C Antibody Test (\$110)	<input type="checkbox"/> Covid 19 Test \$200 Antigen/\$240 NAAT (Test type depends on purpose and availability)	
<input type="checkbox"/> Conveyance of specimen (\$75)	<input type="checkbox"/> Hepatitis Panel (\$230)	<input type="checkbox"/> Urine-Heavy Metals (\$260)	
<input type="checkbox"/> CBC w/differential (\$65)	<input type="checkbox"/> HIV AG/AB Test (\$320)	<input type="checkbox"/> Urine-Microscopy (\$75)	
<input type="checkbox"/> CMP (\$65)	<input type="checkbox"/> Lead ZPP (OSHA) (\$110)	<input type="checkbox"/> UA-Drug (DOT) w/ exam only (\$65)	
<input type="checkbox"/> Lipids (\$65)	<input type="checkbox"/> PPD (Tuberculosis) Test (\$90)	<input type="checkbox"/> UA-Drug (Instant) w/ exam only (\$65)	
<input type="checkbox"/> Hemoglobin A1C (\$75)	<input type="checkbox"/> PSA test (\$85)	<input type="checkbox"/> UA-Drug (Send Out) w/ exam only (\$65)	
<input type="checkbox"/> Hepatitis A Titer (\$70)	<input type="checkbox"/> Rabies Titer (\$210)	<input type="checkbox"/> UA-Drug w/out Exam (\$100)—Please specify Instant, DOT, or Send Out on referral paperwork	
<input type="checkbox"/> Hepatitis B Titer (\$70)	<input type="checkbox"/> Respirator Questionnaire (\$65)		
ALA CARTE IMMUNIZATIONS			
<input type="checkbox"/> Hepatitis A (per shot) 2 shot series (\$200)	<input type="checkbox"/> Influenza Vaccine (\$75)	<input type="checkbox"/> Tetanus, Diphtheria, Pertussis (TDAP)(\$130)	
<input type="checkbox"/> Hepatitis B (per shot) 3 shot series (\$200)	<input type="checkbox"/> Rabies Vaccine (per shot) 3 shot series (\$505)	<input type="checkbox"/> Tetanus Vaccine (\$130)	
<input type="checkbox"/> Other: (Please list) based on availability			
<input type="checkbox"/> Other: (Please list) based on availability			
<input type="checkbox"/> Other: (Please list) based on availability			
<input type="checkbox"/> Other: (Please list) based on availability			
ALA CARTE X-RAY			
<input type="checkbox"/> X-Ray Exam of Chest—2View (\$175)	<input type="checkbox"/> X-Ray Exam of Chest-B Read (\$225)	<input type="checkbox"/> X-Ray Exam of Lower Lumbar Spine (\$245)	
<input type="checkbox"/> Other: (Please list) based on availability			
SECTION 4: DESIGNATED EMPLOYEE REPRESENTATIVES (DER)			
<p>A Primary DER is the employee (or employees) from your company that is responsible for the administration of your company's account with Steese Immediate Care. Steese Immediate Care requires at least one Primary DER and one Alternate DER. An Alternate DER Authorization Form must be completed for each Alternate DER. For multiple Alternate DER's, please make copies of this form. Incomplete forms may result in processing delays.</p>			
Primary DER			
Name (Last, First, MI)	Dutra, Steve		
Results to be received	<input type="checkbox"/> Negatives <input type="checkbox"/> Positives <input checked="" type="checkbox"/> All		
Primary Phone	(907) 488-6902		
Secondary Phone	()		
Fax	(907) 488-5299		
Email	sdutra@northpolepolice.org		
Notification Method	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax		
Alternate DER			
Name (Last, First, MI)	Tubacz, Alison		
Results to be received	<input type="checkbox"/> Negatives <input type="checkbox"/> Positives <input type="checkbox"/> All		
Primary Phone	(907) 488-8456		
Secondary Phone	()		
Fax	(907) 488-5299		
Email	atubacz@northpolepolice.org		

New Client Set-up

Notification Method ☐ Email ☐ Fax

SECTION 5: AGREEMENT FOR SERVICES

Responsibilities of Company:

Company DER is to provide Steese Immediate Care with a completed Referral Authorization Form. This form will need to have the service(s) checked that you want to have provided, the employees demographics and a signature and date authorizing this to be done. Referrals are valid for 60 days from the date it is signed.

The DER or referred Employees may schedule an appointment with OccMed between the hours of 9:00am-3:00pm, Monday-Friday (except designated Holidays). The DER will also ensure that the employee has the appropriate paperwork **completed** prior to the appointment at Steese Immediate Care and brought to the appointment.

A \$75 "No Show Fee" will automatically be applied to any appointments that are missed by the scheduled employee without a 24 hour notification.

Responsibilities of Steese Immediate Care:

Steese Immediate Care agrees to provide to Company the services specified in this New Client Set Up Form. Steese Immediate Care will provide the Company initial referral paperwork and packets with paperwork for the employee to complete based on which service(s) the DER has selected.

Steese Immediate Care will use laboratories certified by the federal DHHS for all testing needs. Where required, Steese Immediate Care will provide reports of drug test results to a certified Medical Review Officer under contract and will maintain all Company D&A records as required by federal law.

In addition, Steese Immediate Care's Occupational Medical staff follows leading industry protocols combined with advanced medical measurement devices to ensure accuracy. Steese Immediate Care will safeguard and maintain strict confidentiality of all records, following electronic health record practices, pursuant to HIPAA standards.

Payment Terms:

Our department performs invoicing bi-monthly. Company agrees to make payment in full within sixty (60) days of the billing statement. An account is considered delinquent if no payment has been received on the 61st day following the statement day, and a financial charge and collection costs may be assessed for such delinquent balances.

Term of Agreement:

The Agreement shall be for a term of one (1) year beginning on _____ and will automatically renew for an additional year upon each anniversary date. Either party can terminate this Agreement with thirty (30) days written notice with or without cause.

Authorized Representative Printed Name

Date

Authorized Representative Signature

Date

Title and Company Name