



CITY OF NORTH POLE
Regular Meeting
October 18, 2021
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, October 18, 2021
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
488-8584

CITY CLERK

Kathryn Weber, MMC
488-8583

COUNCIL MEMBERS

Thomas McGhee – Mayor Pro Tem	455-0010
Aino Welch – Deputy Mayor Pro Tem	488-5834
Perry Walley – Alt. Deputy Mayor Pro Tem	347-0135
DeJohn Cromer	347-2808
David Skipps	750-5106
Santa Claus	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**
 - Certification of the October 5, 2021 Election
 - Oath of Office for newly elected officials
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**

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

11. Old Business:

None

12. New Business:

- a. Ordinance 21-16, An Ordinance of the City of North Pole, Alaska To Modify The Developer Agreement For The Brookside Park Subdivision.
- b. Request to Accept The State of Alaska Division of Homeland Security and Emergency Management Grant.
- c. Request to Accept An Extension Of The Heating Fuel Contract To Alaska Petroleum For 2022.

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 488-8594 or by sending an email to TFogarty@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 488-8594 or email TFogarty@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.

Election Summary Report

Regular Election

City of North Pole

October 05, 2021

Unofficial Election Results

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
CNP					
	Election Day	244	244		13.41%
	Absentee	25	25		1.37%
	Early Voting	4	4		0.22%
	Question	3	3		0.16%
	Total	276	276	1,819	15.17%

NORTH POLE CITY MAYOR (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

Candidate	Total	
Michael W. Welch	151	55.72%
Thomas R. McGhee	120	44.28%
	Total	
Unresolved Write-In	0	

NORTH POLE CITY COUNCIL (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

Candidate	Total	
David A. Skipps	222	90.98%
	Total	
Unresolved Write-In	22	

**2021 Precinct, Early Voting, Absentee and Questioned Ballots
City of North Pole
Regular Election
October 5, 2021
Unofficial Results**

NORTH POLE CITY MAYOR (Vote for 1)

Precinct	Michael W. Welch	Thomas R. McGhee	Write-in
03-175 North Pole	131	108	0
20-000 Absentee	14	11	0
30-000 Early Voting	4	0	0
40-000 Question	2	1	0
Total	151	120	0

NORTH POLE CITY COUNCIL (Vote for 2)

Precinct	David A. Skipps	Write-in
03-175 North Pole	197	22
20-000 Absentee	20	0
30-000 Early Voting	3	0
40-000 Question	2	0
Total	222	22

03-175 North Pole Precinct - NORTH POLE CITY COUNCIL WRITE-IN

Write-In Candidate Name	Total
Christina Ried	1
Preston Smith	1
James E. North III	1
Pluto	1
Walt Disney	1
Mickey Mouse	1
Anton Keller	2
Elizabeth Holm	1
Gene McGrain	1
Joseph C. Fox	1
Jim Taylor	1
Shawn Staker	1
Sandra Rolfe	1
Evan E. Franklin	1
Nobody	1
Kimberly McGhee	2
Oscar Iglesias-Klinger	1
Cliff Manning	1
Oval Filled in Without Name	2
Total	22




REPORT OF ELECTION CANVASS BOARD

October 5, 2021 Municipal Election

We, the undersigned, served as canvass board judges in the Municipal Election of October 6, 2020, do hereby certify that we have examined in detail all absentee and questioned ballots, original and questioned registers, for the 1 precinct of the City of North Pole.

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

 Sean Tolson

Ramona Reeves Beth Hydon

Jillie Tugnon-Ayala Brinda Nes

Catalyn Mustard

Canvass Board Chair

Nancy Campbell

Gerelle Middleton

**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 October 18, 2021.

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty Acting, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

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

DEVELOPMENT AGREEMENT FOR THE Brookside Park



By and Between the

CITY OF NORTH POLE, ALASKA

And

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

2018

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Attachments:

Design and Construction Guidelines for the City of North Pole ("CONP") Street and Drainage Systems	10 pages
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 / administration¹ costs 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 'tracts'.⁷ 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 administrating 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: 8/14/18
Jess Garn, Assistant Manager

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

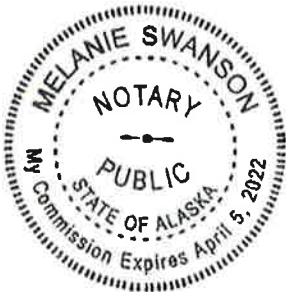
Owner: City of North Pole

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

State of Alaska)
) ss
Fourth Judicial District)

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



Developer Acknowledgment #1

State of Alaska)
Fourth Judicial District) ss

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

Kriste Chencille
NOTARY PUBLIC:
Commission Expires: Feb. 17, 2020

My Commission Expires Feb. 17, 2020

State of Alaska
NOTARY PUBLIC
Kristi Chensille

Notary 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

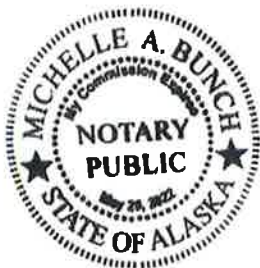
Kristi Chenaille
NOTARY PUBLIC:
Commission Expires: Feb. 17, 2020

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
Karin C. Bunch
My Commission Expires 12/31/2018



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



North Pole Police Department



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

October 13, 2021

To: Mayor Welch and North Pole City Council

Re: Acceptance of Grant Funds from DHS&EM

SHSP20 GY 21 - \$112,880.36

Council members:

The North Pole Police Department has received confirmation that we have been given a grant award from the State of Alaska DHS&EM in the amount of \$112,880.36 for (4) mobile radios for police vehicles and a security access system for the fire department building.

I am requesting the council accept these funds and allow us to formally send that request to the State of Alaska DHS&EM. As you know these funds will help significantly with supplementing our departments with much needed equipment that we would otherwise struggle to find in these tight budget cycles.

Thank you very much.

Chief Steve Dutra



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

P.O. Box 5750
JBER, AK 99505-0800
Main: 907.428.7000
Fax: 907.428.7009
ready.alaska.gov

October 8, 2021

The Honorable Michael Welch, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2021 State Homeland Security Program, EMW-2021-SS-0025-S01
State Grant No.: 20SHSP-GY21

Mayor Welch:

We received funds from the U.S. Department of Homeland Security under the 2021 State Homeland Security Program. We are pleased to award the City of North Pole the amount of \$112,880.36 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions as articles have changed to incorporate the provisions of 2 CFR Part 200. All changes to these items will be discussed at the 2021 Grant Kick-Off Meetings. Participation at a Kick-Off Meeting is required.

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

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep the hard copy for your records.

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

Mayor Welch
October 8, 2021
Page 2 of 2

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

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


Sincerely,



William A. Dennis
Administrative Operations Manager

Enclosure(s): Obligating Award Document
Project Budget Details Report
Environmental Historic Preservation Form

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

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 7	
						FEDERAL AWARD DATE	
						August 31, 2021	
						FEDERAL GRANT PROGRAM	
						2021 State Homeland Security Program	
OBLIGATING AWARD DOCUMENT							
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		FEDERAL GRANT NUMBER	
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM: October 01, 2021		AMENDMENT #:		CFDA: 97.067	
		TO: September 30, 2023		EFFECTIVE DATE:			
		STATE PROGRAM NUMBER		AWARD AMOUNT		\$112,880.36	
DUNS NUMBER		82506569		FUNDING ALLOCATION			
EIN		92-6001585		PLANNING		EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	
						\$112,880.36	
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	907-428-7000		
				FAX	907-428-7009		
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Tiffany Peltier		(907) 428-7026		(907) 428-7009		tiffany.peltier@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Mgr.				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
				DATE 6 Oct 2021		DATE	
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	21 SHSP NP	2SHSP2021	GYSHSP

Program Requirements

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

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

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

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

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

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

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

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

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

1. Administrative requirements

2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*

[http://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e)

[bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e)

3. Audit Requirements

2 CFR Part 200 *Subpart F Audit Requirements*

Title 2 Part 200 Subpart E - Code of Federal Regulations (ecfr.io)

- a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

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

14. SAFECOM

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

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

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 <http://www.akleg.gov/basis/statutes.asp#36.30>

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. [DOC Frame Page \(state.ak.us\)](#)

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

SHSP Program Terms and Conditions

The total allocation of the 2021 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,602,500.00 under *Federal Grant EMW-2021-SS-0025-S01, CFDA# 97.067*. The City of North Pole has been awarded \$112,880.36, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2021 through September 30, 2023. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

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

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

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2021–12/31/2021	01/20/2022
2	01/01/2022–03/31/2022	04/20/2022
3	04/01/2022–06/30/2022	07/20/2022
4	07/01/2022–09/30/2022	10/20/2022
5	10/01/2022–12/31/2022	01/20/2023
6	01/01/2023–03/31/2023	04/20/2023
7	04/01/2023–06/30/2023	07/20/2023
8	07/01/2023–09/30/2023	10/20/2023
9	Final Report	11/15/2023

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

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

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

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

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.

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

(E) Non-reimbursable Expenses:

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

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32. For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request.

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

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

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

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the*

authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.

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

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

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

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

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

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

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

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

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

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

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

(T) Project Implementation: Due to the competitiveness of the 2021 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

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

(U) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2021 Homeland Security Grant Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend a 2021 Grant Kick-Off Meeting to be held by teleconference in October, 2021. Activity towards grant acceptance and projects may take place prior to Kick-Off meeting attendance.

(W) The City of North Pole must complete a Quarterly Activities Plan by December 31, 2021. Information on this requirement will be emailed and provided at 2021 Grant Kick-off meetings.

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

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

(Z) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2021, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

(AA) The City of North Pole must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2021. More information on this online, self-assessment is will be provided at the 2021 electronic Kick-Off Meeting and can be found in the 2021 HSGP NOFO: <https://www.cisecurity.org/ms-isac/services/ncsr/>

Special Conditions

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

Project 1: Fire Department Access Controls

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature



Project Budget Details **2021 State Homeland Security Program** **North Pole, City of** **Reported Revision 0**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Phys.Security	Fire Service	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$95,000.00	\$0.00	\$95,000.00
Item: Fire Department Access Controls Description: Purchase and installation of the necessary fire department building security upgrades which includes electronic door controls in order to maintain security.							
2	Equipment	Interop.Communic	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$17,880.36	\$0.00	\$17,880.36
Item: New P25 Compliant Mobile Radio for Police Description: Purchase and delivery of (4) four OTAR capable radios that are P25 compliant.							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
				State:	\$0.00	\$0.00	\$0.00
				Federal:	\$112,880.36	\$112,880.36	\$0.00
				Grand Total:	\$112,880.36	\$112,880.36	\$0.00
							\$112,880.36



Project Budget Details **2021 State Homeland Security Program** **North Pole, City of** **Reported Revision 0**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Phys.Security	Fire Service	State:	\$0.00	\$0.00	\$0.00
<input checked="" type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$95,000.00	\$0.00	\$95,000.00
Item: Fire Department Access Controls Description: Purchase and installation of the necessary fire department building security upgrades which includes electronic door controls in order to maintain security.							
2	Equipment	Interop.Communications	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$17,880.36	\$0.00	\$17,880.36
Item: New P25 Compliant Mobile Radio for Police Description: Purchase and delivery of (4) four OTAR capable radios that are P25 compliant.							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
				State:	\$0.00	\$0.00	\$0.00
				Federal:	\$112,880.36	\$112,880.36	\$0.00
				Grand Total:	\$112,880.36	\$112,880.36	\$0.00

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

OMB Control Number: 1660-0115

Expiration: 4/30/2020

Paperwork Burden Disclosure Notice

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

PRIVACY NOTICE

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

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

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

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

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

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

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

DHS&EM

Attn: Grants Section

PO Box 5750

JBER, AK 99505

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

SECTION A. PROJECT INFORMATION

DHS Grant Award Number: _____

Grant Program: _____

Grantee: Military and Veterans Affairs, Alaska Department of

Grantee POC: Tiffany Peltier

Mailing Address: PO Box 5750, JBER, AK 99505

E-Mail: mva.grants@alaska.gov

Sub-Grantee: _____

Sub-Grantee POC: _____

Mailing Address: _____

E-Mail: _____

Estimated cost of project: _____

Project title: _____

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

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

SECTION B. PROJECT TYPE

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

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

SECTION C. PROJECT TYPE DETAILS

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

1. ☐ **Purchase of equipment.** *If the entire project is limited to purchase of mobile/portable equipment and there is no installation needed, this form does not need to be completed and submitted.*
 - a. Specify the equipment, and the quantity of each: _____
 - b. Provide the Authorized Equipment List (AEL) number(s) (if known): _____
 - c. Complete Section D.
2. ☐ **Training and exercises.** *If the training is classroom and discussion-based only, and is not field-based, this form does not need to be completed and submitted.*
 - a. Describe the scope of the proposed training or exercise (purpose, materials, and type of activities required): _____
 - b. Provide the location of the training (physical address or latitude-longitude): _____
 - c. Would the training or exercise take place at an existing facility which has established procedures for that particular proposed training or exercise, and that conforms with existing land use designations?

☐ Yes ☐ No
 - If yes, provide the name of the facility and the facility point of contact (name, telephone number, and e-mail address): _____
 - If no, provide a narrative description of the area where the training or exercise would occur (e.g., exercise area within four points defined by latitude/longitude coordinates): _____
 - Does the field-based training/exercise differ from previously permitted training or exercises in any way, including, but not limited to frequency, amount of facilities/land used, materials or equipment used, number of participants, or type of activities? _____
 - If yes, explain any differences between the proposed activity and those that were approved in the past, and the reason(s) for the change in scope: _____
 - If no, provide reference to previous exercise (e.g., FEMA grant name, number, and date): _____
 - d. Would any equipment or structures need to be installed to facilitate training? _____
 - If yes, complete Section D
3. ☐ **Renovations/upgrades/modifications, or physical security enhancements to existing structures.** *If so, Complete Section D.*

4. ☐ **Generator installation.**

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

5. ☐ **New construction/addition.**

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

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

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

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

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

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

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

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

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

l. Distance to nearest existing telecommunication tower: _____

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

• If yes, Describe: _____

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

• If yes, provide Registration #: _____

• If no, why? _____

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

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

• If yes, Describe: _____

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

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

r. Complete Section D.

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

a. Provide a complete project description: _____

b. Complete Section D.

SECTION D. PROJECT DETAILS

Complete all of the information requested below.

1. ☐ Project Installation

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

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

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

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

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

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

2. ☒ Age of structure/building at project site

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

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

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

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

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

☐ Yes ☐ No

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

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

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

- Labeled, color, ground-level photographs of the project site: ☐ Required
- Labeled, color photograph of each location where equipment would be attached to a building or structure: ☐ Required
- Labeled, color aerial photographs of the project site: ☐ Required
- Labeled, color aerial photographs that show the extent of ground disturbance (if applicable): ☐ Attached
- Labeled, color ground-level color photographs of the structure from each exterior side of the building/structure (applicable only if building/structure is more than 45 years old): ☐ Attached

b. Are there technical drawings or site plans available? ☐ Yes ☐ No

- If yes, attach: ☐ Attached

Appendix A has guidance on preparing photographs for EHP review

4. ☐ **Environmental documentation**

a. Is there any previously completed environmental documentation for this project at this proposed project site (e.g., Environmental Assessment, or wetland delineation, or cultural/archaeological study)?

☐ Yes ☐ No

- If yes, attach documentation with this form:

☐ Attached

b. Is there any previously completed agency coordination for this project (e.g., correspondence with the U.S. Fish and Wildlife Service, State Historic Preservation Office, Tribal Historic Preservation Office)?

☐ Yes ☐ No

- If yes, attach documentation with this form:

☐ Attached

c. Was a NEPA document prepared for this project?

☐ Yes ☐ No

- If yes, what was the decision? (Check one, and please attach):

☐ Finding of No Significant Impact (FONSI) from an Environmental Assessment (EA) or

☐ Record of Decision (ROD) from an Environmental Impact Statement (EIS).

Name of preparing agency: _____

Date Attached: _____

Appendix A. Guidance for Supporting Photographs for EHP Grant Submissions

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

Minimum requirements for photographs

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

Best Practices

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

Options for Creating Photographs

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

Example Photographs

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

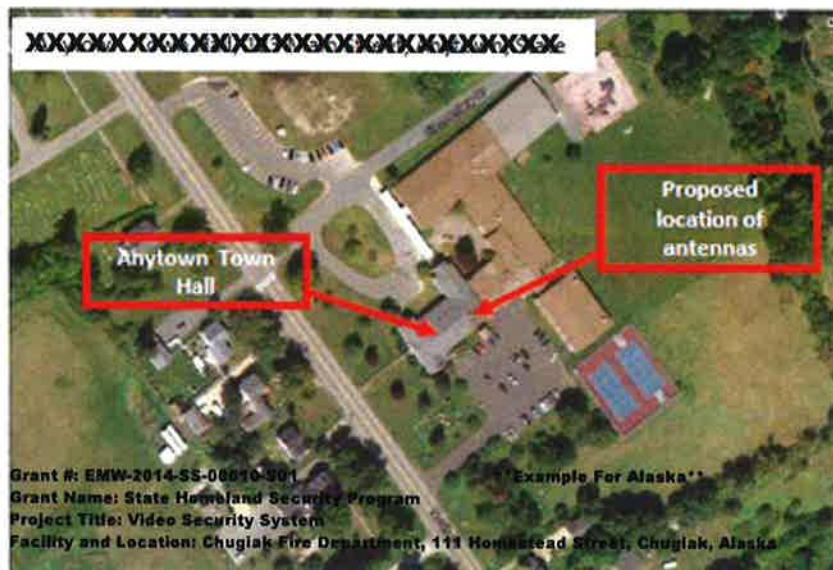


Figure 1. Example of labeled, color aerial photograph.

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

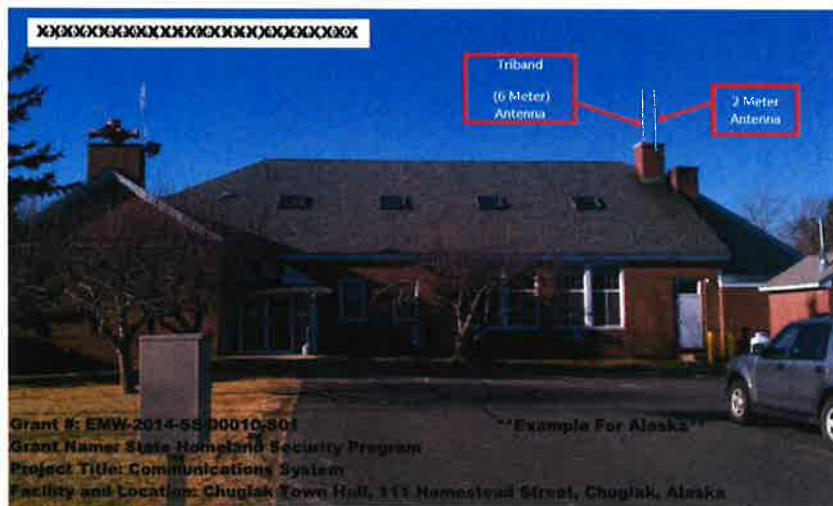


Figure 2. Example of ground-level photograph showing proposed attachment of new equipment.

Appendix A. Supporting Photographs for EHP Grant Submissions

Ground-level photograph with equipment close-up. Figure 3 includes a pasted image of a CCTV camera that would be placed at the project site. Using desktop computer software, such as PowerPoint,¹ this can be accomplished by inserting a graphic symbol (square, triangle, circle, star, etc.) where the equipment would be installed. This example includes the name and location of the site. The site coordinates are in the degree-minute-second format.

New CCTV
Camera



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

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

Trenching from
generator to
building's
electrical service:
22 ft x 18 in x 6
in.

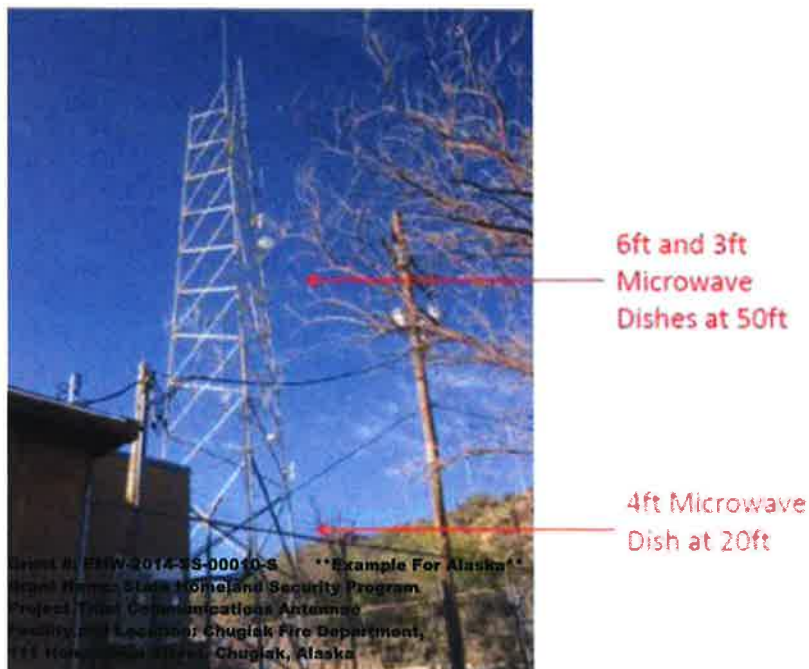
Generator Pad,
4 ft x 10 ft x 8 in



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

Appendix A. Supporting Photographs for EHP Grant Submissions

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



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

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

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

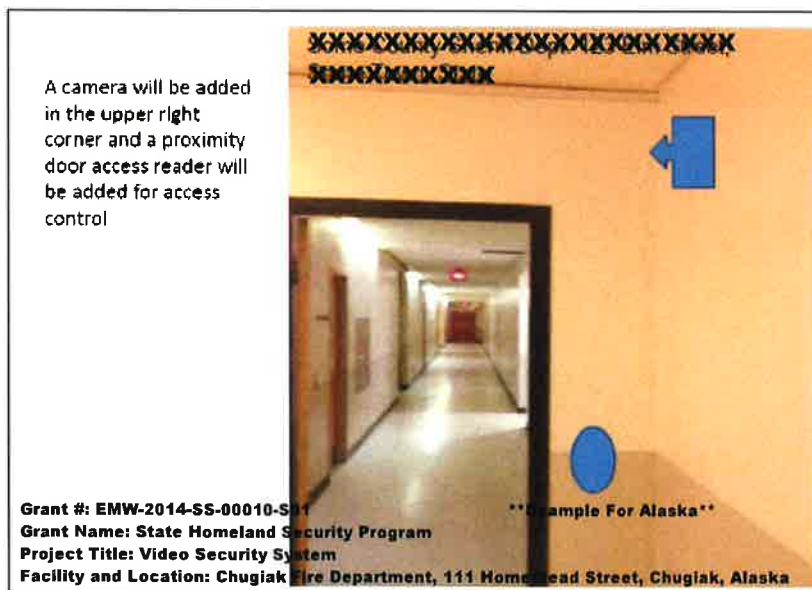


Figure 6. Interior photograph showing proposed location of new equipment.

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

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

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: Bill Butler
Date: October 12, 2021
Subject: 2022 Heating Fuel Supplier Recommendation

Recommendation: Accept the cost proposal from Alaska Petroleum for the delivery and supply of heating fuel in 2022.

The City originally awarded its 2020 heating fuel delivery contract to Alaska Petroleum. The contract allows for two separate one-year extensions to the contract if both parties are agreeable. The contractor may propose a cost adjustment that is subject to Council approval. For the 2021 contract, Alaska Petroleum extended the same rate as it did for 2020 for #1 heating fuel—a \$0.02 discount off of the delivery of heating fuel #1, but they did remove the discount off the delivery charge for heating fuel #2. I reached out to Alaska Petroleum and they are interested in a contract extension and they provide updated cost data for 2022—the same rates as in the 2021 agreement. The discount will have a more significant effect in fall 2022 when all heating fuel deliveries must switch to heating fuel #1.

This is the last year the City can extend its agreement with Alaska Petroleum and the contract will need to go to bid in fall 2022 for the 2023 contract.

Below is a summary of Alaska Petroleum's 2020 and 2021 costs and cost proposals for 2022.

Year	Delivery and other charges added to rack price
2020 #1 heating fuel	-\$0.02
2021 #1 heating fuel	-\$0.02
2022 #1 heating fuel	-\$0.02
Difference	\$0 (no increase, discount continues)
2020 #2 heating fuel	-\$0.02
2021 #2 heating fuel	\$0 (no longer offered a discount)
2022 #2 heating fuel	\$0
Difference over 2021	\$0

Related to service, I have received no complaints from City departments related to Alaska Petroleum's service during 2021. With prior contractors, we have had issues with tanks running dry resulting in loss of heat and emergency callouts for fuel delivery.

2022 Heating Fuel Proposal

City of North Pole
125 Snowman Lane
North Pole, AK 99705
Tel: 907-488-2281; Fax: 907-488-3002

Fuel Price Quote

	Column B	
ther charges #1 heating fuel /2021 Date	Bidder's per gallon refinery rack charge for #1 heating fuel as of 10/11/2021 Date	Total per gallon price (Column A + Column B)
	\$ 2.75	\$ 2.73

Fuel Price Quote

Column A	Column B	
ther charges #2 heating fuel /2021 Date	Bidder's per gallon refinery rack charge for #2 heating fuel as of 10/11/2021 Date	Total per gallon price (Column A + Column B)
	\$ 2.71	\$ 2.71