

Agency: Commerce, Community and Economic Development**Grants to Named Recipients (AS 37.05.316)****Grant Recipient: Fairbanks Soil and Water Conservation****Federal Tax ID: 26-2182239****District****Project Title:****Project Type:** Remodel, Reconstruction and Upgrades

Fairbanks Soil and Water Conservation District - Storm Water Cleanup

State Funding Requested: \$50,000
One-Time Need**House District:** Fairbanks Areawide (1-5)**Brief Project Description:**

City of North Pole trail expansion, stormwater runoff projects and education.

Funding Plan:

Total Project Cost:	\$59,500
Funding Already Secured:	(\$9,500)
FY2015 State Funding Request:	<u>(\$50,000)</u>
Project Deficit:	\$0

*Funding Details:**Clearing \$2,500**Trail Work \$5,000**US Fish and Wildlife Service grant \$2,000***Detailed Project Description and Justification:**

Existing nature trails will be designed and expanded; stormwater projects and education about water quality and slough viability will ensue.

Project Timeline:

Design, clearing and storm water runoff projects would begin July 1, 2014. Completion fall of 2015.

Entity Responsible for the Ongoing Operation and Maintenance of this Project:

City of North Pole

Grant Recipient Contact Information:

Name: Daleann Pond
 Title: Chief Administrative Officer
 Address: 1700 E Bogard Rd Ste 203
 Wasilla, Alaska 99654
 Phone Number: (907)373-7923
 Email: aach@mtaonline.net

For use by Co-chair Staff Only:

**\$50,000
Approved**

11:54 AM 5/13/2014

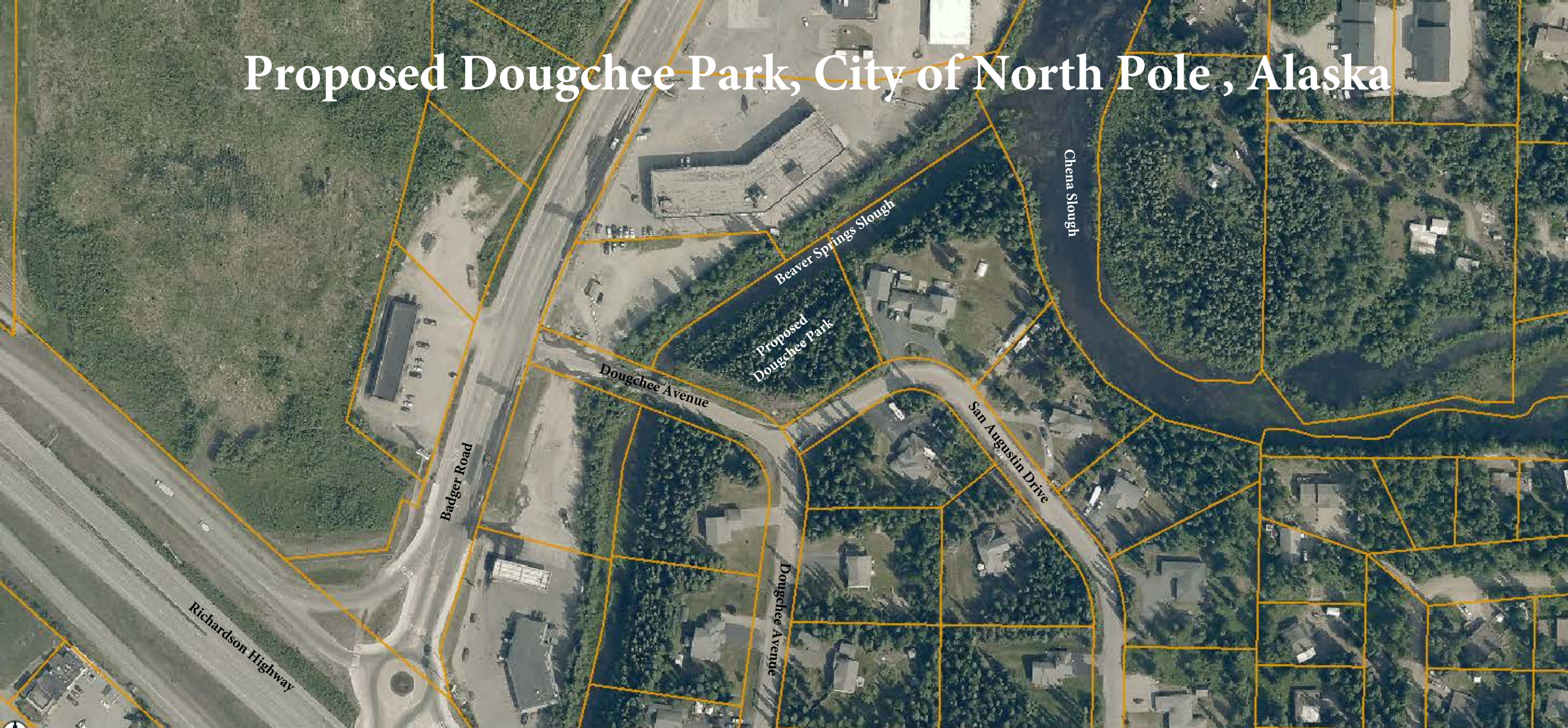
Total Project Snapshot Report

2014 Legislature

TPS Report 62479v1

Has this project been through a public review process at the local level and is it a community priority? Yes No

Proposed Dougchee Park, City of North Pole, Alaska



Memorandum of Agreement

**Between the
Fairbanks North Star Borough
and the**

*mtg w/ Mayor
1/21 3PM*

City of North Pole

The Parties to this Memorandum of Agreement (Agreement) are the Fairbanks North Star Borough (FNSB), and the City of North Pole (City).

Recitals

WHEREAS, FNSB acquired areawide parks and recreation powers by election on October 3, 1972; and

WHEREAS, under AS 29.35.010 all Alaska municipalities have the general power, subject to other provisions of law, to enter into agreements, including agreements for cooperative or joint administration of any function or power with another; and

WHEREAS, there exist now and may exist in the future, certain properties situated within the boundaries of the City that do not belong to the FNSB, and that the FNSB Assembly does not fund as parks and recreational facilities, but which the City believes will benefit the public if services are provided on those properties that ordinarily would be provided as part of a parks and recreation program; and

WHEREAS, the Parties desire to enter into this Agreement for funding, administering and maintaining specified recreational facilities – not belonging to the FNSB - that are located within the boundaries of the City.

NOW THEREFORE, the Parties enter into and agree to the terms and conditions set out in this Agreement:

I. FUNDING, ADMINISTERING AND MAINTAINING FACILITIES

1. The following presently existing recreational facilities located within the municipal boundaries of the City shall be operated, managed and funded entirely by the City of North Pole, to the extent desired by the City:

A. Highway Park Playground LaSalle and Homestead

- B. Beaver Springs Nature Trail
- C. North Pole Outdoor Sports Arena
- D. Doughchee Veteran Memorial Garden
- E. Terry Miller Memorial Park

2. The City also shall be entirely responsible for administration and maintenance of the facilities, including required procurement.

3. The City shall indemnify and hold the FNSB and all its officers, agents, and employees harmless from, and shall defend them against all claims for personal injury and death, to persons, including but not limited to City employees, agents, City and Borough residents and all others using the facilities, and for claims for damage to property arising from use of the facilities, or for contract damages, and for all other economic loss, including but not limited to attorneys fees and costs.

4. The City shall include these facilities, the operation of the facilities and any and all activities occurring in them or arising from them in its municipal insurance program. FNSB shall not be responsible for providing any type of insurance for these facilities, operations or activities.

5. The City shall administer and maintain all the facilities subject to the Agreement at all times with the due care required of a municipality when providing similar services, and will obey all federal, state, and municipal laws.

6. The FNSB shall not contribute employees or FNSB funds to the facilities, except as may be authorized by the Assembly upon request of the City.

II. FUTURE FACILITIES

1. If the City desires to construct, acquire, or otherwise manage or maintain additional properties within the boundaries of the City as parks and recreational facilities, the City shall seek an amendment to this Agreement for those facilities.

III. GENERAL PROVISIONS

1. This Agreement shall be effective upon the date of the approval of the last municipal legislative body to approve the agreement. Either party may terminate this Agreement without penalty, liability for damages or other monetary liability to the other party due to the termination.

2. Written notice to terminate the Agreement shall be sent by registered mail, return receipt requested, to the other party at its municipal address or hand delivered, to the respective mayor's office.

3. This written Agreement is fully integrated, constitutes the entire Agreement with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements, contracts, representations, promises, acknowledgments, warranties and covenants, oral or written, by and between the parties with respect to such subject matter which are not included herein.

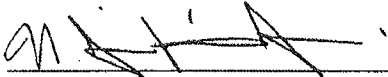
4. This Agreement shall be construed and interpreted under the laws of the State of Alaska.

5. The failure of either Party to insist upon the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by said Party of any such provision, right, power, remedy, breach or subsequent breach of the same or any other provision.

6. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

IN WITNESS WHEREOF, the Parties enter into this Agreement, effective upon execution by the Parties the last day and year written below.

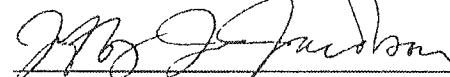
FAIRBANKS NORTH STAR BOROUGH



Jim Whitaker
Mayor

8/2/04 *ja*
Date

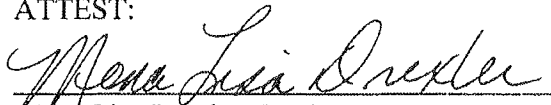
CITY OF NORTH POLE



Jeffrey James Jacobson
Mayor

8/3/04 *jk*
Date

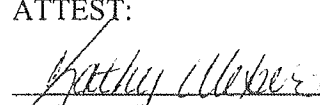
ATTEST:



Mona Lisa Drexler, CMC
Municipal Borough Clerk

8-4-04
Date

ATTEST:



Kathy Weber, CMC
City Clerk

8-3-04
Date

Approved: FNSB Attorney
B.a. Hegen

1 By: Jim Whitaker, Mayor
2 Introduced: 09/09/04
3 Adopted: 09/09/04
4
5

6 FAIRBANKS NORTH STAR BOROUGH

7
8 RESOLUTION NO. 2004 - 54
9

10 A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT WITH THE CITY
11 OF NORTH POLE AUTHORIZING THE CITY OF NORTH POLE TO OPERATE AND
12 MANAGE CERTAIN PARKS & RECREATIONAL FACILITIES LOCATED IN THE CITY
13 OF NORTH POLE
14
15

16 WHEREAS, the Borough and the City of North Pole wish to enter into a
17 Memorandum of Agreement whereby the City may entirely fund, administer and
18 maintain certain recreational facilities located within City municipal boundaries, and;
19

20 WHEREAS, the Borough acquired areawide parks and recreation powers by
21 election on October 3, 1972; and
22

23 WHEREAS, under FNSB 1.02.020A.13 the Borough has the power to enter into
24 agreements, including an agreement for cooperative or joint administration of any
25 function or power with a municipality; and
26

27 WHEREAS, under FNSB 2.08.080B, an agreement with another government
28 entity on a matter of legislative policy is subject to Assembly approval; and
29

30 WHEREAS, the City of North Pole has requested and wishes to assume
31 management of certain parks and recreation facilities in the City; and
32

33 WHEREAS, The Assembly finds that it is in the public interest that the City of
34 North Pole should operate, manage and fund the following facilities- not legally owned
35 by the Borough – that are located within the boundaries of the City of North Pole:

- 36 A. Highway Park Playground LaSalle and Homestead
37 B. Beaver Springs Nature Trail
38 C. North Pole Outdoor Sports Arena
39 D. Doughchee Veteran Memorial Garden
40 E. Terry Miller Memorial Park
41

42 NOW, THEREFORE, BE IT RESOLVED by the Assembly of the Fairbanks North
43 Star Borough:
44

45 Section 1. The Memorandum of Agreement dated August 3, 2004 between the
46 Borough and the City of North Pole providing for North Pole management of certain
47 Parks & Recreation facilities is hereby approved.

48
49 Section 2. Effective Date. This resolution shall be effective at 5:00 p.m. of the
50 first Borough business day following its adoption.

51 PASSED AND APPROVED THIS 9th DAY OF SEPTEMBER 2004.
52
53
54



Hank Bartos
Presiding Officer

ATTEST:



Mona Lisa Drexler, CMC
Municipal Borough Clerk

55
56
57 Ayes: Romans, Hutchison, Sattley, Rex, Henry, Williams, Beck, Frank, Bartos
58 Noes: None

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 09 2003**

ALASKA ASSOCIATION OF CONSERVATION
DISTRICTS
1700 E BOGARD RD STE 203
WASILLA, AK 99654-0000

Employer Identification Number:
92-0161947
DLN:
17053039760003
Contact Person:
L. WAYNE BOTHE ID# 31462
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
March 1998
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

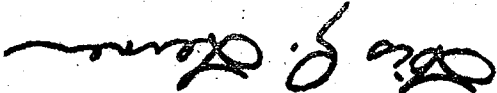
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

Lois G. Lerner
Director, Exempt Organizations



Sincerely yours,

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records. If you have any questions, please contact the person whose name and telephone number are shown above.

ALASKA ASSOCIATION OF CONSERVATION