



# CITY OF NORTH POLE *Alaska*

## **REGULAR CITY COUNCIL MEETING** **Monday, August 18, 2014**

**Committee of the Whole – 6:30 p.m.**  
**Regular City Council Meeting – 7:00 p.m.**

**MAYOR**

Bryce Ward 888-4444

**CITY CLERK**

Kathy Weber, MMC 488-8583

**COUNCIL MEMBERS**

Michael Welch- <i>Mayor Pro Tem</i>	488-5834
Sharron Hunter- <i>Dep Mayor Pro Tem</i>	978-5591
Elizabeth Holm – <i>Alt Dep Mayor Pro Tem</i>	488-6125
Kevin McCarthy-	590-0800
Thomas McGhee-	455-0010
Preston Smith -	488-8824

1. Call to Order/Roll Call
2. Pledge of Allegiance to the US Flag
3. Invocation
4. Approval of the Agenda
5. Approval of the Minutes
6. Communications from the Mayor
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. Request from Gary Galvin for partial forgiveness of water bill due to break
- b. Recommendation from Chief Dutra to award the North Pole Police Station Cooling Upgrades to Slayden Plumbing in the amount of \$86,899
- c. Recommendation for A & A Roofing Co., Inc. for roof repairs on City Hall and North Pole Police Station in the amount of \$42,000.
- d. New liquor license approval for Wildeberry, LLC dba Grizzli's
- e. Ordinance 14-15, An Ordinance of the City of North Pole, Alaska amending Title 4, Revenue & Finance, Chapter 4.25 Designated Funds, and adding Section 4.25.080, Health Insurance Reserve Fund
- f. Ordinance 14-16, An Ordinance of the City of North Pole, Alaska to amend the 2014 Budget to Authorize Repayment of an Alaska Clean Water Fund loan used to help repair aging techite sewer mains
- g. Ordinance 14-17, An Ordinance of the City of North Pole, Alaska adopting legislative grants awarded to the City of North Pole in 2014 and approving them in the 2014 City of North Pole budget

## **13. Council Comments**

## **14. Adjournment**

*The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$5.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.*

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

A regular meeting of the North Pole City Council was held on Monday, August 4, 2014 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Ward called the regular City Council meeting of Monday, August 4, 2014 to order at 7:00 p.m.

***There were present:***

**Ms. Holm  
Ms. Hunter  
Mr. McCarthy  
Mr. McGhee  
Mr. Smith  
Mr. Welch  
Mayor Ward**

***Absent/Excused***

**Excused**

**Excused**

**PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

Led by Mayor Ward

**INVOCATION**

Invocation was given by Councilman Smith

**APPROVAL OF AGENDA**

**Mr. McGhee *moved to* Approve the Agenda of July 21, 2014**

**Seconded by Ms. Hunter**

**Discussion**

None

**Mr. McGhee *moved to* consent the following items under New Business:**

- a. Request of bed tax from Christmas in Ice for 2<sup>nd</sup> quarter, 2014
- b. Appointment of John Poirrier to fill FNSB Historic Preservation Commission seat

Seconded by Mr. Smith

**Discussion**

None

On the amendment

**PASSED**

YES – 5 – McCarthy, Smith, McGhee, Hunter, Ward

NO – 0

Absent – 2 – Holm, Welch

On the main motion as amended

**Discussion**

None

**PASSED**

YES – 5 – McCarthy, Smith, McGhee, Hunter, Ward

NO – 0

Absent – 2 – Holm, Welch

**APPROVAL OF MINUTES**

**Mr. McGhee *moved to* Approve the minutes of July 21, 2014**

**Seconded *by* Mr. Smith**

**Discussion**

None

**PASSED**

YES – 5 – McCarthy, Smith, McGhee, Hunter, Ward

NO – 0 –

Absent – 2 – Holm, Welch

**COMMUNICATIONS FROM THE MAYOR**

- Mrs. Holm texted me today and announced that she had her daughter Elise Joy Holm Sunday at 1:35PM. Congratulations to the Holm Family. Understandably she is not expecting to be in this evening.



- I will be taking some time off this summer (Thursdays and Fridays). If you would like to stop in please call and make an appointment to ensure I am here at City Hall. I always carry my phone if there is a need to immediately reach me.
- Thank you to the council for your participation in the workshop last Monday. I would like to give a special thanks to the Assistant to the Attorney General, Steve Mulder, for making the time to come participate in our workshop. Since the workshop City Attorney Zane Wilson and I have written a letter to the AG asking for an invitation to participate in the discussions regarding sulfolane resolution. We are anxiously awaiting a response.
- Please be mindful of the engineers out surveying the City for the new gas system. They are preparing for construction to happen in 2015!
- We have received several calls in regards to flooding basements due to the rain and the high water table. There is very little the City can do for flooding basements due to the water table. We are also asking people to make sure that any sump pumps that are in their basement are not hooked up to the city sewer mains. Water pumped into the system from an alternative source is not metered and increases the cost of the utility. If you have questions please call City Hall 488-2281
- Last week I had the pleasure of meeting with representatives from CAE a Florida based company that specializes in UAV's and simulator training. They were on a several day tour looking at Alaska and what we have to offer as one of the country's selected locations for UAV research. The cooperative agreement between UAF and the ARMY-AIR FORCE allows usage of the JPARC Training grounds for Research and Development- commercialization of UAV technology. The unmanned vehicle technology has the potential to bring millions of dollars into the state of Alaska.
- Tomorrow is the celebration dedicating the bridge over the Tanana River in Salcha. The celebration begins at 12:00 and goes till 2PM. I plan on representing the City of North Pole and afterword I am meeting with Senator Lisa Murkowski to discuss issues in North Pole.
- Rachel and I are also proud to announce that she is 8 weeks pregnant and is due March 10<sup>th</sup> 2015! We are excited to have our first child (peanut).



**COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

**COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK**

**Police Department, Chief Dutra**

- Incident summary of offenses (all offenses) for July 2014.
- Sgt. Stevenson has successfully passed motorcycle patrol course
- Bids came back from HVAC contractors Range is \$218,000 to \$140,000. Will have on next meeting's agenda. We do not have enough money to complete the A/C. I want to thank Mayor Ward, Bill Butler and Kathy Weber for their help.
- We have just purchased rapid response equipment for patrol. This equipment along with tactical plates will provide better protection for officers responding to active shooter calls.
- Two roof estimates have come in waiting on third range is \$42,000 to \$64,000. Good news is we have been authorized to use funds from Asset forfeiture to pay for these repairs. Although the repair to City Hall cannot be paid for out of these funds.
- Officer Bean has officially put in her resignation. We are advertising to fill this position.
- The High School was broken into and vandalized last week. Through the efforts of Officer Gibson and Detective Stewart they were able to identify the suspects.
- Just found out the SEDU vehicle is due to arrive in Anchorage in late August.
- We will have saturation patrols during the National DUI crackdown August 13 – Sept 1<sup>st</sup>. We have been authorized 30 hours for this period. I want to thank Lisa Vaughn for all her work on the financials related to these grants. A lot of time and effort goes into keeping them going.

**City Accountant, Lisa Vaughn**

- A few weeks ago, I met with Gary Hutchinson, our auditor. He and I spent a couple of hours going over ideas of what we want to do with the Chart of Accounts to create a structure that they need for audit but that will also work for what I need to do. We will be meeting again, after I have had time to start putting together a rough draft. When we do this, we can also set up some "mapping" of accounts (ie) set up accounts so that they break out differently on various reports.
- When making the transition to the new account codes, we will also be looking at what changes we need to make some changes to financial reports such as the budget worksheet. These changes can be done at the same time.

- Finally, I will be asking Caselle about changing our employee numbers to four digits instead of our current three digits to allow for more employees under each set of numbers.

**Fire Department, Chief Lane**

- None

**Director of City Services, Bill Butler**

- None

**Borough Representative**

- None

**City Clerk, Kathy Weber**

- Laserfiche workflow is continuing. All ordinances, resolutions, minutes and current employee files have been scanned into the system.
- Laserfiche was here for additional training on Tuesday, July 29<sup>th</sup>. We will be starting on property files, grants, and legal documents.
- Received a scholarship from Laserfiche for \$1200 to attend their annual Laserfiche Institute in Anaheim, California from January 13 – 16, 2015. Michelle Myhill and myself will be attending that conference.
- Working with Interior Fire Chiefs on the Emergency Preparedness Expo. The PIO's (Public Information Officers) Lanien Livingston of FNSB, Amber Courtney of City of Fairbanks and myself met with Tim Feavel on updates to the flood control project and touring that facility. We will be working together to get information out to the community on the Expo. If you have never been to the Chena Lakes Project or the Corps of Engineers building, I urge you to visit that facility. It is an amazing building.
- If you are interested in running for City Council you can come by City Hall and pick up a packet. Filing opened today at 8:00 a.m. and will close on Friday, August 15, 2014 at 5:00 p.m.

**NOTICE OF ELECTION**

**DECLARATION OF CANDIDACY & FILING DATES**

**CITY OF NORTH POLE**

The Municipal Election for the City of North Pole will be held October 7, 2014. Declaration of Candidacy may be filed with the North Pole Clerk's Office at 125 Snowman Lane, from August 4, 2014 at 8:00 a.m. through August 15, 2014 at 5:00 p.m. for the following:

**CITY OF NORTH POLE COUNCIL SEATS**

(all offices serve at-large)

City Council Seat.....3-year term  
City Council Seat.....3-year term

## **QUALIFICATIONS**

A qualified voter who has resided within the state and the City of North Pole for at least **one year** prior to filing his/her declaration of candidacy is eligible to be a candidate for the City Council.

- |   |
|---|
| <ul style="list-style-type: none"><li>• All elected officials are elected at large.</li></ul> |
|---|

- |  |
|--|
| <ul style="list-style-type: none"><li>• A completed sworn Declaration of Candidacy and Public Official Financial Disclosure Statement must be filed with the clerk at the time of filing along with a \$25.00 non-refundable filing fee. Filers can file their POFD forms electronically via MyAlaska (<a href="https://myalaska.state.ak.us/apoc/form/">https://myalaska.state.ak.us/apoc/form/</a>), then print &amp; sign a copy to file with the clerk. For more information contact APOC at <a href="http://doa.alaska.gov/apoc/">http://doa.alaska.gov/apoc/</a> or 800-478-4176</li></ul> |
|--|

**Withdrawal Deadline:** A candidate desiring to withdraw may do so by filing a written request with the clerk no later than 5:00 p.m., August 22, 2014.

Primary election will be held on Tuesday, August 19<sup>th</sup>. Polls will be open from 7:00 a.m. through 8:00 p.m. For more information go to [www.elections.alaska.gov](http://www.elections.alaska.gov).

General Election will be held on Tuesday, November 4, 2014.  
Last day to register to vote in the general election is Sunday, October 5<sup>th</sup>.

## **ONGOING PROJECTS**

- None

## **CITIZENS COMMENTS**

- None

## **OLD BUSINESS**

### **ORDINANCE 14-13, AN ORDINANCE AMENDING THE 2014 BUDGET AND LEVYING THE MILL RATE**

#### **Public Comment**

None

**Mr. McGhee moved to Approve Ordinance 14-13, an ordinance amending the 2014 budget and levying the mill rate**

**Seconded by Mr. McCarthy**

**Discussion**

None

**Mr. McGhee moved to amend Ordinance 14-13 as follows:**

33-00-00-4001	IRS Revenue	+185,686.75
33-00-00-7000	IRS Expenditure	+117,000
33-00-00-7091	Transfer to Fund Balance	+68,686.75
54-00-00-5900	Cap Proj Transfer to fund balance	-6,000
54-00-00-5901	Cap Proj transfer from fund balance	+6,000
54-00-00-7001	Cap Proj expense	+12,000

**Seconded by Mr. McCarthy**

**Discussion**

None

On the amendment

**PASSED**

YES – 5 –McCarthy, Smith, McGhee, Hunter, Ward

NO – 0 –

Absent – 2 – Holm, Welch

On the main motion as amended

**PASSED**

YES – 5 –McCarthy, Smith, McGhee, Hunter, Ward

NO – 0 –

Absent – 2 – Holm, Welch

**ORDINANCE 14-14, AN ORDINANCE AMENDING TITLE 4, CHAPTER 4.09, HOTEL-MOTEL ROOM TAX**

Mayor Ward stated that this was the 2<sup>nd</sup> reading of the ordinance.

**Public Comment**

Ron Jones, 2410 San Augustin

Mr. Jones spoke to certain parts of the ordinance and wanted clarification on certain items.

Dawn Murphy, Explore Fairbanks

Ms. Murphy addressed the increase from 15% to 25% for administration. She also wanted clarification on other parts of the ordinance.

**Mr. McGhee moved to Adopt Ordinance 14-14, an ordinance amending Title 4, Chapter 4.09, Hotel-Motel Room Tax**

**Seconded by Mr. McCarthy**

**Discussion**

Mr. McGhee commented on different aspects of the ordinance. He said that this ordinance would make organizations more responsible to the City of North Pole and bring more sustained economic development. He said we are a bedroom community and that we should recognize that.

Mayor Ward clarified some of the questions that the public had.

Ms. Hunter asked for clarification on who the organizations would report to.

Mayor Ward said that it would be the Chief Financial Officer who is Lisa Vaughn.

Mr. Smith said that he felt it would be good to come back to the council.

Ms. Hunter was concerned about the reporting of expenditure before they could receive the last 10% of the funds.

**Mr. McGhee moved to amend Ordinance 14-14 as follows:**

*C. Organizations and agencies will be required to report to the ~~North Pole City Council~~ City of North Pole that funds were used exclusively for the purposes stated in the grant application. Ten percent of these appropriations will be withheld until the complete report is filed with the chief financial officer ~~and ratified by council~~. Prior to receiving any funding under this section, applicants must agree to reimburse the city the full amount of any grant proceeds not used for the purposes stated on the application.*

*D. The city council establishes the following grant guidelines and process for the selection, application and distribution of bed tax funds.*

*(1) The City of North Pole stipulates that applicants must provide and indicate to the council on the appropriate forms supplied by the City of North Pole the following information:*

*a. If an applicant has the disbursement responsibility for other organizations, they must list all organizations that they represent.*

*b. The applicant must complete the application in its entirety and may submit financial information in their format including:*

- 1. Balance sheet for the last fiscal year.*
- 2. Income and expense statement for the last fiscal year.*
- 3. Applicant's projected budget for the upcoming year.*
- 4. Wage and salary information for employees for current and upcoming year.*

*c. An applicant must answer questions in the order provided.*

*(2) A successful applicant is required to report to the ~~North Pole City Council~~ City of North Pole how bed tax funds were spent. Ten percent of these appropriations will be withheld until a report is filed with the chief financial officer ~~and ratified by council~~.*

On the amendment

**PASSED**

YES – 5 –McCarthy, Smith, McGhee, Hunter, Ward

NO – 0 –

Absent – 2 – Holm, Welch

**Discussion**

None

On the main motion as amended

**PASSED**

YES – 5 –McCarthy, Smith, McGhee, Hunter, Ward

NO – 0 –

Absent – 2 – Holm, Welch

**NEW BUSINESS**

**Consent Agenda**

**COUNCIL COMMENTS**

Mr. Smith – thanked council for the great workshop on Monday. Watch for children.

Mr. McCarthy- was a little disappointed in talk radio about the borough vehicle and not a mention of the \$185,000 that the City received.

Mr. McGhee – stated that he will not be here for the meeting of August 18th. Congratulations to the Mayor and his wife and to Ms. Holm for delivering a new baby at home. He too was very happy with the meeting last Monday. He was also taken back with the option of possibly selling the utility.

Ms. Hunter – congratulations to the Mayor and his wife. The new library is looking beautiful. It was a very good workshop last Monday and a lot of good information was taken from that.

Mayor Ward – good night.

### **ADJOURNMENT**

**Mr. McGhee adjourned the meeting at 8:07 p.m.**

**Seconded by McCarthy**

The regular meeting of August 4, 2014 adjourned at 8:07 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, August 18, 2014.

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Bryce J. Ward, Mayor

**ATTEST:**

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Kathryn M. Weber, MMC  
North Pole City Clerk



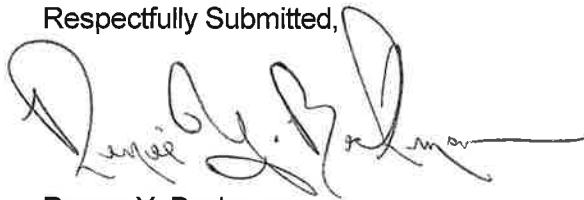
# Memo

**To:** Council Members  
**From:** Renee Beckman, Sales Tax Administrator/AP  
**cc:** Kathy Weber, City Clerk, Mayor Ward, Accountant Lisa Vaughn  
**Date:** August 12, 2014  
**Re:** PFD Garnishments for payment of Citations

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I have completed the matching process for garnishment of the 2014 PFDs for unpaid citations. The total amount outstanding is \$251,756.19. I will be submitting on behalf of the City of North Pole garnishments totaling \$122,470.98. Based on historical data, I am projecting we will receive approximately \$35,000.00-\$43,000.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Renee Y. Beckman', with a long horizontal flourish extending to the right.

Renee Y. Beckman

Sales Tax Administrator/AP

City of North Pole



August 1, 2014

TO: Alaska Municipal League (AML) Members

FROM: Betty Svensson, Deputy Director

RE: 2014 AML Local Government Conference Registration Form  
2014 AML Community Awards of Excellence

Enclosed please find the registration form for the 2014 AML Annual Local Government Conference and Newly Elected Officials (NEO) Training, which will be held in Anchorage November 17-21, 2014. Please distribute the form to all interested parties. Online registration will be available soon at [www.akml.org](http://www.akml.org).

The AML & NEO registration form must be returned by October 17<sup>th</sup> to receive the early registration rates. After October 17<sup>th</sup> a \$50 fee **will be added per person**. This deadline for early registration falls close to many municipal elections. To reserve a registration for a vacant position at the early registration fee, use the position title of the person's name (i.e. "Mayor" or Assembly/Council Member"). As soon as election results are certified, be sure to notify the AML office of the proper name for each unnamed registration. Please note the cancellation deadline is Friday, October 31, 2014 and no refunds will be made after that date. All cancellations must be made in writing.

Also enclosed you will find an application form for the 19<sup>th</sup> Annual Awards of Excellence. There are several categories of awards; People awards to recognize local government officials & employees who have demonstrated a commitment to excellence in local government both within their own communities and on a statewide level; and Community Awards to showcase your area and let others know how you have solved a problem or improved local government.

If you have any questions regarding the upcoming conference, please call the AML office at 586-1325.

Hope to see you in Anchorage!

# Alaska Municipal League

Annual Local Government Conference

November 17-21, 2014



Together We Are  
**XTRATUF®**

**Conference  
Registration Packet**

The Hotel Captain Cook ~ Anchorage, AK



# Alaska Municipal League

This year, our theme is "Together we are Xtratuf." First of all, who among us has not found ourselves wearing these stylish pieces of footwear MORE often than any other population in the known world. These boots, along with Pilot Bread, sort of identify us as Alaskans. So, when WE talk about being Xtratuf, it really means something. We are NOT the world of brown tassled loafers (no offense to those of you who might be wearing a pair, as we speak).

Please join us for the Alaska Municipal League Annual Local Government Conference this year, to help us maintain our Xtratuf characteristics; strong, flexible, impervious to weather, full of sole (soul), supportive, willingness to walk down any path, etc. We choose NOT to have some of the questionable characteristics of Xtratufs (smelly, rubbery, etc.), but when the brown tassled loafers must be thrown away due to wear, the Xtratufs "keep on walking." Pull your boots on and join us for this informative, interesting and even "fun" week.

## Conference Fees

Member rates apply to elected officials and staff from municipalities as well as Affiliate & Associate member organizations who are 2014 dues paying members. You may register by mail or online at [www.akml.org](http://www.akml.org). Register by October 17, 2014 and save!

## Elections

The deadline for early registration falls close to many municipal elections. To reserve a registration for a vacant position at the early registration fee, use the position title for the person's name (i.e. "Mayor" or "Assembly/Council Member"). As soon as election results are certified, be sure to notify the AML office of the proper name for each unnamed delegate.

## Municipal Policy

An important part of the Annual Local Government Conference is to discuss and approve the 2015 AML Legislative Priorities and adopt Resolutions on key legislative issues. AML members are invited to comment on and/or propose Resolutions. Please see the complete resolution submission guidelines on the AML website at [www.akml.org](http://www.akml.org).

The process is completed at the 64th Annual Business Meeting where the membership will review and adopt the 2015 documents.

## Training & Networking

AML provides the best training in the state on issues facing municipal leaders. The conference also offers networking opportunities between communities and municipal officials. Preconference events for AML Affiliate Associations begin Sunday, November 16, 2014. Affiliate Associations require a separate fee and registration. Please contact the appropriate person listed below.

## Affiliate Pre-Conference Events & Contact Information

### Sunday & Tuesday Nov. 16 - 18, 2014

**Alaska Association of  
Municipal Clerks**  
Janey Hovenden, MMC  
AAMC President  
Phone: 907 459-6774  
[jjhovenden@ci.fairbanks.ak.us](mailto:jjhovenden@ci.fairbanks.ak.us)  
[www.alaskaclerks.org](http://www.alaskaclerks.org)

**American Planning  
Association - AK Chapter**  
Laurie Cummings  
Phone: 907 229-1048  
[laurie.cummings@hdrinc.com](mailto:laurie.cummings@hdrinc.com)

### Monday & Tuesday Nov. 17 & 18, 2014

**Alaska Association of  
Assessing Officers**  
Kelly Lewis  
AAAO Secretary  
Phone: 907 343-6891  
[lewiskp@muni.org](mailto:lewiskp@muni.org)

**Alaska Municipal  
Attorneys Association**  
Brooks Chandler  
Phone: 907 272-8401  
[bchandler@bcf.us.com](mailto:bchandler@bcf.us.com)

**Alaska Municipal  
Management Association**  
Betty Svensson, AML  
Phone: 907 586-1325  
[betty@akml.org](mailto:betty@akml.org)

### Tuesday Nov. 18, 2014

**Alaska Conference of  
Mayors**  
Betty Svensson, AML  
Phone: 907 586-1325  
[betty@akml.org](mailto:betty@akml.org)

Check our  
website often  
for updates @  
[www.akml.org](http://www.akml.org)

# 2014 CONFERENCE REGISTRATION

**Skip This Step**



Visit: [WWW.AKML.ORG](http://WWW.AKML.ORG)

To Register & Pay Online By Credit Card

## Conference Fees

*\$50.00 discount with joint Conference & NEO registration.*

### AML Member\*

AML Conference \_\_\_\_ \$350

Newly Elected

Officials (NEO) \_\_\_\_ \$250

AML Conference &  
NEO \_\_\_\_ \$550

### One Day Attendance:

Wednesday \_\_\_\_ \$200

Thursday \_\_\_\_ \$200

Friday \_\_\_\_ \$200

After 10/17/14 \_\_\_\_ \$50

**TOTAL \$ \_\_\_\_**

### AML Non-Member\*

AML Conference \_\_\_\_ \$425

Newly Elected

Officials (NEO) \_\_\_\_ \$325

AML Conference &  
NEO \_\_\_\_ \$700

### One Day Attendance:

Wednesday \_\_\_\_ \$250

Thursday \_\_\_\_ \$250

Friday \_\_\_\_ \$250

After 10/17/14 \_\_\_\_ \$50

**TOTAL \$ \_\_\_\_**

***ANY SPECIAL DIETARY NEEDS?***

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## Cancellation Policy

Cancellations or changes must be made in writing and received by mail, email or fax no later than Friday, October 31, 2014. No refunds will be made for "no-shows" or cancellations after this date. "No-shows" will be billed for the full amount. AML cannot be responsible for cancellations due to weather. If you have any questions, please contact Betty Svensson at (907) 586-1325 or [betty@akml.org](mailto:betty@akml.org).

*\*Member Rates apply to employees and local officials of member municipalities, and to AML Affiliate and Associate organizations.*

## Return Registration Form To:

**MAIL:** Alaska Municipal League  
217 2nd St., Ste. 200, Juneau, AK 99801  
**or FAX:** (907) 463-5480

## Delegate Information

*(Please Copy and Attach Additional Forms for Multiple Attendees)*

Delegate Name

Name to Appear on Badge

Municipality/Organization

Title

Preferred E-mail Address (contact reasons only)

## Billing/Credit Card Information

Name & Title

Address

City, State, Zip

Telephone

Card Number

Exp. CVC#

☐ Visa

☐ Mastercard

# Hotel & Travel Information

## Hotel

**The Hotel Captain Cook**  
939 W. 5th Avenue  
Anchorage, AK 99501  
Phone: (907) 276-6000  
Toll Free: 1-800-843-1950



**RATE**\*\*: Single/Dbl: \$99/night

*\*\*does not include 12% occupancy tax*

To receive the conference rates above you must **Mention "AML 2014 Annual Conference"** when registering. Rates guaranteed until October 18, 2014.

## Rental Cars

Hertz Rental Car is offering AML discounted rates during the Annual Conference. Call: **1-800-654-2240** or book online at [Hertz.com](http://Hertz.com) Code: **CV# 022Q6777** Please visit [www.akml.org](http://www.akml.org) for a complete list of rates.

## Airlines

**Alaska Airlines:** A 7% discount is available on all regular Alaska Airlines fares to Anchorage.

- Go online to [www.alaskaair.com](http://www.alaskaair.com) and use the e-certificate code **ECMA188** when searching for flights or
- Call the Alaska Airlines Group Reservation Desk: **1-800-445-4435** and use the code **MA188**. A \$15.00 ticketing fee will apply for bookings made by calling Group Reservation Desk.

Visit [www.akml.org](http://www.akml.org) for details.

**ERA Aviation:** A 10% discount is available for all flights on ERA related to Annual Conference travel. Go to [www.flyera.com](http://www.flyera.com) click on Advanced Reservation Form and use the coupon code **KN5CLWL** and Prom code **EVT10** to receive this discount. Some restrictions apply.

## Alaska Municipal League Pre-Conference & Conference Overview

### Pre-Conference

**Monday & Tuesday, Nov. 17 & 18, 2014**

#### **Newly Elected Officials (NEO) Training**

- Roles and Responsibilities of Municipal Officials
- Budget and Governmental Accounting
- Lobbying
- Local Tax Policy in Alaska
- Open Meetings Act
- Quasi-Judicial Role and Ex Parte Contact
- Ethics and Conflicts of Interest
- Parliamentary Procedures and Conducting Effective Meetings and much more!

### Newly Elected Officials

Building a solid leadership foundation begins with AML's Newly Elected Officials (NEO) Seminar. It is one of Alaska's most highly regarded training programs for local leaders. Officials who would like a refresher course and those who are newly elected to office are invited to attend.

The NEO Seminar takes place on Monday & Tuesday, November 17 & 18, starting at 9:00 a.m. A separate registration fee is required. A \$50 discount is offered for NEO participants who also attend the Local Government Conference. Please come and join us!

### Conference

**Wednesday, Nov. 19, 2014**

- All Day - Registration & Exhibits
- Opening Session
- Opening Day Luncheon & Keynote
- Day One Workshops I, II
- Resolution Submission
- Resolution Committee Meeting
- Municipality of Anchorage Host Reception

**Thursday, Nov. 20, 2014**

- All Day - Registration & Exhibits
- Day Two Workshops III, IV, V, VI
- Day Two Luncheon
- ACoM Silent Auction & AML President's Reception
- 64th Annual Awards Banquet

**Friday, Nov. 21, 2014**

- Board of Directors Elections
- Annual Business Meeting
- Adoption of Resolutions and Priorities
- AML Board of Directors Meeting

Together we are **XTRATUF®**



August 6, 2014

Dear Kathy Weber:

We hope that your summer isn't going by as quickly as ours!

Enclosed are:

- The quarterly *President and CEO Report* for April through June 2014. The Explore Fairbanks Staff has been super busy this summer hosting international and domestic tour operators, travel journalists, as well as greeting a steady flow of visitors at the Morris Thompson Cultural and Visitors Center and Pioneer Park.
- Prompted by some questions about international flights at a FNSB Assembly Meeting in July, a memo re: status of Condor and JAL as we currently know it.
- The *2013 Annual Report* for Explore Fairbanks. This report is also available on-line for community stakeholders and the general public at [www.explorefairbanks.com](http://www.explorefairbanks.com) in the Inside Fairbanks CVB section under "Most Recent Annual Report."

This summer, Explore Fairbanks is honored to receive accreditation from the Destination Marketing Accreditation Program (DMAP) of the Destination Marketing Association International. To date, Explore Fairbanks is the only tourism bureau in Alaska to attain the DMAP accreditation. We hope that achieving this measure of excellence assures you further that your trust is well placed and tourism businesses in our community are in good hands. DMAP accreditation standards cover a wide variety of topics including governance, finance, management, human resources, technology, visitor services, group services, sales, communications, membership, brand management, destination development, research/market intelligence, innovation and stakeholder relationships.



We are privileged to work with you in promoting the cities of Fairbanks and North Pole and the Fairbank North Star Borough. We send a heartfelt thank you for your reinvestment of bed tax dollars into the Explore Fairbanks destination management program. Do you have any questions, comments, concerns? If so, please feel free to contact me directly at 459-3770 or [dhickok@explorefairbanks.com](mailto:dhickok@explorefairbanks.com). Thank you again for your sincere interest and support.

Warm Regards,



Deb Hickok  
President and CEO

Enclosures



**PRESIDENT AND CEO REPORT • APRIL THROUGH JUNE 2014 • DHICKOK@EXPLOREFAIRBANKS.COM**

**DATELINE: AUGUST 1, 2014**

***In this summer's news:***

- **Explore Fairbanks achieves accreditation** On July 19th, the Board of Directors for the Destination Marketing Accreditation Program approved Explore Fairbanks' application for accreditation. Director of Finance and Administration Dawn Murphy recently attended the Destination Marketing Association International Annual Conference to accept the award. Dawn diligently coordinated the organization's application submissions. Explore Fairbanks Board, Management and other Team Members worked hard together for a number of years to satisfy the rigorous standards set forth by the professional destination marketing community.
- **Fairbanks tourism outpaces other Alaska travel destinations** According to a July 23<sup>rd</sup> article in the *Fairbanks Daily News Miner* (FDNM) based on a report released by the Alaska Department of Commerce, Community and Economic Development: from May through September, the summer 2013 study showed domestic air traffic leaving Fairbanks grew by 3 percent that year and 10 percent in 2012, when the rest of the state only grew by about 1 percent. For the fall and winter months, the report released Tuesday notes a nearly 25 percent increase from the previous fall and winter in international air travelers to Alaska, largely due to an increase in Japan Airlines flights and Arctic Winter Games charters to Fairbanks. The Arctic Winter Games, along with more international flights and the Alaska Federation of Natives convention, also brought in 20 percent more bed tax revenue for Fairbanks from fall 2013 through winter 2014 than the previous fall and winter, according to the report. Anchorage bed taxes dropped slightly, and Juneau's showed no change, the report says.  
[http://www.newsminer.com/news/local\\_news/alaska-visitors-reach-record-numbers-in-the-past-year/article\\_a942a214-123d-11e4-a9ae-0017a43b2370.html](http://www.newsminer.com/news/local_news/alaska-visitors-reach-record-numbers-in-the-past-year/article_a942a214-123d-11e4-a9ae-0017a43b2370.html)
- **Scott McCrea joined the Explore Fairbanks team as Director of Tourism on July 7th** A familiar face in Fairbanks, Scott worked for Explore Fairbanks in the mid- to late-90s. Since then, he has expanded his experience in marketing and communications, including a decade with the University of Alaska-Fairbanks. He was previously acknowledged as an Alaska Journal of Commerce "Top 40 under 40." Over the years, he has also been a regular reviewer of live theater for the FDNM. A Fairbanks fan, Scott co-authored "Historical Fairbanks: An Illustrated History." Scott may be reached directly at [smccrea@explorefairbanks.com](mailto:smccrea@explorefairbanks.com) or 459-3783.
- **Explore Fairbanks President and CEO Deb Hickok recently was elected 2<sup>ND</sup> Vice Chair of the Western Chapter of the Society of American Travel Writers (SATW).**



**The 12th Annual Visitor Industry Walk for Charity on May 9th hosts 456 walkers**

The event raised \$19,257 for local 501(c)(3) charities. Since its inception, the walk has generated \$314,939 for local nonprofits. Registered charities focus their efforts on gathering a team and encouraging sponsors while the local visitor industry plans, advertises/promotes and executes the entire walk. Under the auspices of Explore Fairbanks and the Alaska Travel Industry Association (ATIA)-Fairbanks Chapter, this year's walk was financially sponsored by the Alaska Cruise Association/Cruise Lines International Association-Alaska Chapter and the ATIA Foundation.





## **Explore Fairbanks acknowledges the contributions of individuals and organizations at the 2014 Annual Awards Banquet**



On April 25th at the Raven Landing Center, awards were presented as follows: Golden Heart Award to Mary Richards, All Seasons Bed & Breakfast, for her exceptional hospitality, commitment and effort to Fairbanks' visitors; Aurora Award to Premier Alaska Tours, Inc., for their contributions to the development of the Fairbanks visitor industry; the Jim and Mary Binkley Award to Just Short of Magic, for its creation, innovation, courage and entrepreneurialism in the introduction of a new attraction; and the Raven Award to Fairbanks 2014 Arctic Winter Games, for promoting a distinct local, statewide, national and international interest and awareness among prospective visitors. Ted Jones Jr. was given the Golden Heart Greeter of the Year Award for dedicating himself to helping make a visitor's experience special and memorable. Previous Board of Directors' Chair Matt Atkinson, Northern Alaska Tour Company, received the Gold Pan Award for his exceptional contributions to the organization. Staff service awards included Susan McMahon for ten years of service and Ashley Ritenour, Karen Norris, Angie Cerny, Matt Hayes and Corinne Jankowski for five years of service.

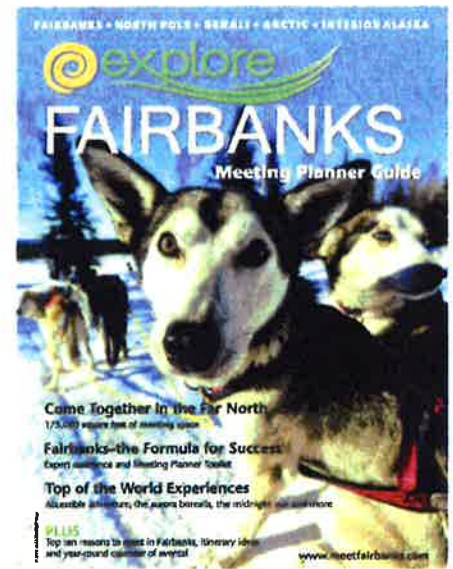
**Visitor Services staff preps for the summer tourism season** by exhibiting at the Fairbanks Outdoor Show from April 25-27. The annual Explore Fairbanks Member Spotlight Nights on April 29th and May 1st featured 27 member partners presenting their products to staff and volunteers. In May, the department hosted AlaskaHost classes for frontline staff, including: the Know Your Own Backyard module at Hampton Inn with eight participants and at Pioneer Park with 17 participants; and the Customer Service Essentials module presented to UAF Conference Services for 11 participants. Manager of Visitor Services and Membership Iwalani Lauver planned and executed the HAP Alaska-Yukon Downtown FAM on May 7th. In June, the department presented to 60 participants during the Fort Wainwright Newcomers Orientation Information Fair.

**The Advertising & Public Relations Department generates media coverage** by running a co-op ad in Alaska Airlines Magazine in May that featured five partners with a co-op value of \$7,081. Advertising and PR Associate Kasey Gillam also coordinated two Clear Channel Radio give-away promotions for Frontier Airlines' round-trip tickets for two to visit Denver and attend a concert, as well as the Fly Away Fridays for two round-trip tickets on Condor Airlines. In April, the department worked with travel and outdoor journalist Chris Batin to bring him up-to-date on food options and "What's New." Jenna Schneur visited from May 12-18 to update the Interior and Denali sections for the Fodor's Guidebook. Editor-In-Chief Allen Cox of Northwest Travel Magazine was in Fairbanks from June 12-22 to focus on summer activities in the area, Denali and Coldfoot. Rick Stedman, writer for various RV publications in the Pacific Northwest region, experienced solstice golfing and other activities from June 19-23. Insider Magazine Editor-in-Chief Rita Cook and videographer Guillaume de Vaudrey toured Fairbanks and Denali from June 21-29. The State of Alaska initiated a media tour hosting Melbourne, Australia, freelance writer Jocelyn Pride from June 27-29 to visit microbreweries and riverboats. In other media-related activity, President and CEO Deb Hickok represented Fairbanks at the International PowWow (IPW) Media Day in May and the Annual Conference of the Eastern and Canadian Chapters of SATW in mid-June.

**Meetings and Conventions Department coordinates series of events for conference planners** April 17th was a busy day in Anchorage as the Director of Meetings and Conventions Helen Renfrew and Convention Services Coordinator Allison Thompson and business partners hosted a luncheon for and sales calls to meeting planners. Renfrew volunteered for the planning and door prize committees for the Morris Thompson Memorial Golf Classic that was held on June 12-13. The event raised approximately \$125,000 for the Morris Thompson Scholarship Foundation.



The department toured two groups of local area meeting planners: on May 3rd, 12 planners visited Chena Hot Springs Resort and, on June 14th, 14 planners traveled to more than a dozen local establishments.



The Fairbanks Meeting Planner Guide (on right) was completed in June and will be used as a communication tool for meeting planners.

### Tourism Department is on the go again



In mid-April, Tourism Sales Manager Ed Malen traveled to the cities of Fukuoka, Osaka, Nagoya, and Tokyo, Japan to participate in the Alaska State Japan Sales Mission. He then presented during the Alaska State Korea Sales Mission held in Seoul from April 21-22. Once back in Fairbanks, Malen continued assisting with Customs at the Fairbanks International Airport with the final 2013/2014 Winter Japan Airlines (JAL) charter flight departures. Director of Tourism Greg Allison co-exhibited with Northern Alaska Tour Company and Alpine Lodge at the 2014 IPW Tradeshow in Chicago from April 4-9. They met with more than 40 business-to-business appointments with international tour operators.

The Tourism Department hosted several groups of international travel trade industry professionals in June.

The department coordinated the Fairbanks leg of the State of Alaska and Brand USA co-sponsored China FAM on June 7th comprised of 12 travel representatives.







From June 11-12, the department coordinated six participants on the State of Alaska and Alaska Airlines' India Tour Operator FAM who experienced downtown Fairbanks and briefly toured the area before heading to Denali National Park.

In conjunction with the State of Alaska, Brand USA and Delta Airlines, the department hosted 11 Korea travel trade CEOs as they toured the Fairbanks area from June 19-21.



### a spotlight on convention centers



**The City of Clarksburg, West Virginia is exploring options** for a convention center. The city has a population of 16,500 with a Metropolitan Statistical Area population of around 92,000. According to an article in December 2013 issue of *Meetings Focus*, Clarksburg City Manager Martin Howe stated, "It has been a long-term goal to have a facility of size to host various conferences and events within our Central Business District." Howe continued, "These types of potential amenities can be a catalyst upon which we will continue to grow our business sector and a useful tool in contributing to the commerce in Uptown Clarksburg."

Clarksburg Mayor Catherine Goings voiced, "This is a great opportunity for the City to assist in making an immediate impact for our community. We are very optimistic that the response will be favorable and supportive. We, as a Council, have been working along with the City Manager and the Economic Development Team to continue to move the project forward and I am excited that we are committed to this project."

[http://www.meetingsfocus.com/Default.aspx?TabId=138&ArticleID=22698&topic=253,644&utm\\_source=KnowledgeMarketing&utm\\_medium=ARCHIVE\\_old+groups&utm\\_term=WEST+ADV&utm\\_content=2013\\_12\\_31\\_MFG\\_West+TES+T&utm\\_campaign=Global+Meetings+Forecast+Projects+Stable+2014&eid=212271999&bid=796182](http://www.meetingsfocus.com/Default.aspx?TabId=138&ArticleID=22698&topic=253,644&utm_source=KnowledgeMarketing&utm_medium=ARCHIVE_old+groups&utm_term=WEST+ADV&utm_content=2013_12_31_MFG_West+TES+T&utm_campaign=Global+Meetings+Forecast+Projects+Stable+2014&eid=212271999&bid=796182)

**"Like" Explore Fairbanks on Facebook <https://www.facebook.com/insidealaska>. Be one of 27,000+ Friends.**







# FAIRBANKS

2013 Annual Report





# LETTER FROM THE BOARD CHAIR

*It has been my pleasure to serve as the Chair of the 2013 Board of Directors for Explore Fairbanks. The mission of Explore Fairbanks is "to be an economic driver in the Fairbanks region by marketing to potential visitors and optimizing the visitor experience." This admirable mission is achieved by a team of dedicated professionals that takes on a wide array of duties, projects and challenges throughout the year in order to bring visitors to the Fairbanks region and ensure their stay is outstanding. Whether Explore Fairbanks is gearing up for Arctic Winter Games, conducting familiarization tours, creating eye-catching guides, answering visitor questions with a smile or making sure the Alaska Federation of Natives Convention wants for nothing—the tireless team at Explore Fairbanks simply get things done.*

*The big picture comes into view when Explore Fairbanks works towards long term objectives such as finishing the excellent exhibits in the Morris Thompson Cultural and Visitors Center, considering and encouraging new signage and new green initiatives around town, working towards visitor friendly airport policies and infrastructure or commissioning a feasibility study for a potential convention center. This "can do" attitude and the depth and breadth of work that gets done by Explore Fairbanks makes my role as chair enriching and gives me a sense of pride in this remarkable place I call home.*

Matt Atkinson  
Northern Alaska Tour Company



## LETTERS FROM THE MAYORS



*Explore Fairbanks serves a vital role for Interior Alaska and our Golden Heart City. They provide visitor information, actively market Fairbanks, and work to attract meetings and conventions. Increasing visitor numbers speak to the success of Explore Fairbanks.*

*Extremely encouraging for Fairbanks are the number of flights both Frontier and Japan Airlines are scheduling each year, a product of the work Explore Fairbanks has accomplished. Explore Fairbanks has outstanding, proactive directors and employees. They are progressive and creative. They are of immeasurable value to our community.*

*The Explore Fairbanks greeters and staff always go the extra mile to make sure every event is a success. Congratulations, Explore Fairbanks, on another great year and thanks for all you do for us!*

John Eberhart, Mayor  
City of Fairbanks



*It is hard to describe all of the great things that have taken place over this past year in so few words! Explore Fairbanks does many things to enhance and promote the Fairbanks North Star Borough including their work with some very large community events such as the 2013 Alaska Federation of Natives event and most recently with the 2014 Arctic Winter Games. From conducting media tours, greeting almost 105,000 visitors at the Morris Thompson Cultural and Visitors Center, providing local and statewide leadership with advocacy for developing year round tourism in the Interior, Explore Fairbanks is our footing for showcasing this community. Congratulations Explore Fairbanks on a fantastic year!*

Luke Hopkins, Mayor  
Fairbanks North Star Borough



*The City of North Pole is proud to congratulate the newly renamed Explore Fairbanks on another successful year of marketing the Interior of Alaska. Explore Fairbanks serves a vital role in our community by marketing our natural and visual wealth to the world.*

*The efforts of Explore Fairbanks are evident by the determination to bring conferences, meetings and tourists into the Interior. What makes these events, activities and experiences so memorable and successful is the dedication to the quality of work and the meticulous attention to detail by all Explore Fairbanks staff and volunteers.*

*The efforts of Explore Fairbanks have made it easier for foreign guests to visit and will have a lasting positive effect on our community and state. Congratulations and compliments on another great year of marketing the Interior of Alaska.*

Bryce Ward, Mayor  
City of North Pole

## Fairbanks Region Ranks Top Ten in Travel Media

In early December 2012, Fairbanks was named the United States' second best destination to visit in 2013 by Lonely Planet, the leading travel guidebook publisher and website. Word of the designation spread quickly and resulted in many stories, congratulations and inquiries from the media. Explore Fairbanks staff produced a three-minute video chronicling the media coverage during the 2012-2013 time period. The relationship with Lonely Planet led to a trip giveaway/contest in which Explore Fairbanks partnered with MyHabit, an online merchandiser affiliated with Amazon. In addition to the Lonely Planet designation, Chena Hot Springs Resort/Chena River State Recreation Area was selected as one of the Ten Best 2013 Winter Trips worldwide by National Geographic and Los Angeles Times travel columnist Christopher Reynolds cited Fairbanks as one of the top 10 places he would like to visit worldwide in 2013. These designations led to even more press culminating in an Associated Press article which was picked up by dozens of media outlets.







The 2013 Elders and Youth Conference and AFN Convention took place in Fairbanks in October.

## MEETINGS & CONVENTIONS

### *Bringing Home the Meetings, Conventions and Conferences*

The Meetings and Conventions Department coordinated the 12 local committees engaged in the community effort to host the 2013 Elders and Youth Conference and Alaska Federation of Natives (AFN) Convention held in Fairbanks in October 2013. It was "all hands on deck" for Explore Fairbanks departments in helping to assist specific committees execute objectives. Cash sponsorships from the local business community totaled more than \$65,000—an increase of 60% compared to the amount raised the last time AFN was held in Fairbanks (2010) and in-kind support topped \$388,000. Fairbanks will welcome the convention back in 2016.

Preparation for the 2014 Arctic Winter Games (AWG) accelerated in the summer of 2013. Explore Fairbanks staff took responsibility in a variety of roles for the AWG Fairbanks Host Society including participating as a member of the board of directors as Team Support Director overseeing Pin, Tourism and Transportation Committees; Environmental (Recycling) Committee Chair; and Protocol Committee Chair.

### *Highlights*

- The Meetings and Conventions Department secured and/or provided hands-on assistance to 29 meetings, conferences and events in 2013.
- A reception was hosted honoring the 20 Fairbanks Meeting Ambassadors whose hard work was realized when their events were held in 2012. These meetings brought over 1,800 people to town and injected over \$1.78 million new dollars into our economy.
- In a continuation of previous research, Explore Fairbanks hired a contractor to delve deeper into incremental meeting business potential and the likelihood of groups and associations to meet in Fairbanks. Research focused on those groups that have a logical link to Fairbanks but cannot currently meet here due to limitations in meeting facility infrastructure.



### TOURISM WORKS FOR FAIRBANKS

In 2013, the 22 meetings that were invited to Fairbanks by Meeting Ambassadors, including AFN, accounted for more than \$6.5 million worth of estimated direct attendee spending.





# TOURISM

## *Introducing Fairbanks to International Markets*

The Explore Fairbanks Tourism Department staff invested many hours to prepare for, actively participate in and follow-up on 15 trade shows and sales missions abroad and in the US, primarily to support direct flights and charters to Fairbanks International Airport. Participation included the Alaska Travel Industry Association Japan/Korea Sales Mission where they met with tour operators and media in Osaka, Nagoya and Tokyo (Japan) and Seoul and Busan (Korea); the Japan Association of Travel Agents World Fair in Tokyo; the Taipei International Travel Fair in Taiwan; the Australia/New Zealand Sales Mission sponsored by Visit Anchorage; the International World Routes Airline Tradeshow; the Mid-Atlantic Tradeshow in Reykjavik, Iceland; the State of Alaska 2013 European Workshops in Paris, Amsterdam, Copenhagen and Stockholm; the Seattle Golf & Travel Show; the Go West Travel Summit; the Colorado RV, Sports, Boat & Travel Show; International Travel Bourse in Berlin, Germany; the United States Travel Association's International Pow Wow; and the American Society of Travel Agents Global Convention.



## *Highlights*

- The Tourism Department hosted nine familiarization (FAM) tours in the Fairbanks region for 35 tour operators, travel agents and transportation representatives including those from Japan Airlines and Taiwan. FAMs generated by Explore Fairbanks for Alaskan-based operators and German-based tourism entities were among the most successful.
- Alaska Railroad Winter Train passenger totals for Anchorage to Fairbanks increased by 122% over 2012 passenger totals. Passenger totals for Fairbanks to Anchorage increased 117%.
- A new Japanese Lure Piece was developed and produced.



**TOURISM WORKS FOR FAIRBANKS**

Visitor industry spending in the Interior has exceeded \$600 million dollars two years running (both in 2011-12 and 2012-2013).

Source: Economic Impact of Alaska's Visitor Industry 2012-2013  
Update prepared by the McDowell Group for the Alaska  
Department of Commerce, Community, and Economic Development,  
Division of Economic Development





# VISITOR SERVICES & MEMBERSHIP

## *Working Hard for Our Community*

The Explore Fairbanks Visitor Services and Membership Department coordinated hosting of the Annual Banquet in April 2013 at the Fairbanks Princess Riverside Lodge. Awards were presented as follows: Golden Heart Award to Kathy Hedges, Northern Alaska Tour Company; Aurora Award to Ralf Dobrovolsky, 1st Alaska Outdoor School; Jim and Mary Binkley Award to Running Reindeer Ranch; Raven Award to North Pole Economic Development Corporation; and Gold Pan Award to outgoing Board Chair Buzzy Chiu, Bridgewater Hotel, for her exceptional commitment to the organization.

In addition to honoring staff and business partners, longtime volunteer Jutta Pence was awarded Golden Heart Greeter of the Year for 2012.



Members of Explore Fairbanks are honored at the Annual Banquet in April 2013.

## *Highlights*

- The Visitor Services and Membership Department coordinated the 11th Annual Visitor Industry Walk for Charity. The 654 registered walkers raised more than \$26,000 for 60 local charities. Since its inception, the walk has raised more than \$275,000 for local 501(c)(3) organizations.
- Visitor Services personnel greeted more than 104,700 visitors to the Morris Thompson Cultural and Visitors Center and staffed the summer-only center in Pioneer Park. Staff also stocked satellite centers at the Fairbanks International Airport and Alaska Railroad Depot.
- Forty-nine year-round Golden Heart Greeter volunteers assisted with 18 conventions and community events, representing 212 hours of service.
- Recruitment and scheduling of 153 Golden Heart Greeter volunteers resulted in 1,126 total combined hours donated for the Alaska Federation of Natives Convention Week in October 2013.



**TOURISM WORKS FOR FAIRBANKS**

Visitor industry-related employment accounts for 10 percent of the work force in Interior Alaska.

Source: Economic Impact of Alaska's Visitor Industry 2012-2013  
Update prepared by the McDowell Group for the Alaska  
Department of Commerce, Community, and Economic Development,  
Division of Economic Development



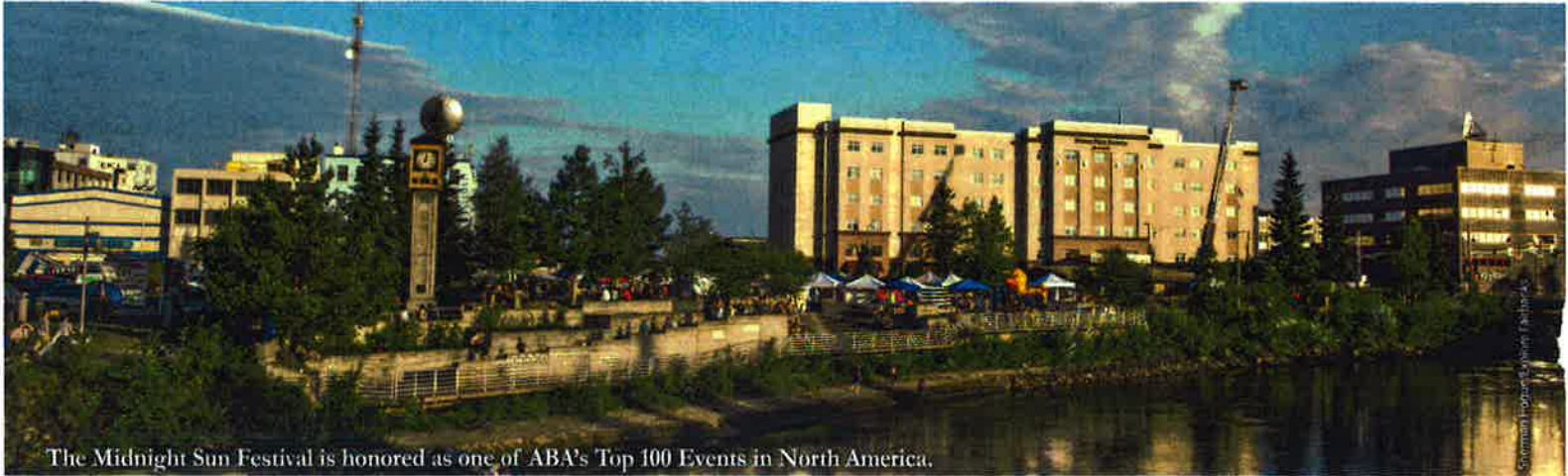
# ADVERTISING & PUBLIC RELATIONS

## *Aggressive Media Relations Produce Results*

The Explore Fairbanks Advertising and Public Relations Department hosted 23 media tours in 2013 with 36 total participants, including writers from the *Los Angeles Daily News* & *Copely News Service*; *Alaska Airlines Magazine*; *Showshoe Magazine*; *Dallas Morning News*; *Asahi Broadcasting of Japan*; *Motorhome Magazine*; *New York Post*; and *Dumont Guidebook of Germany*.

Staff participated in direct face-to-face networking opportunities by attending the Outdoor Writers Association of America Annual Conference, the Western Chapter of the Society for American Travel Writers Annual Conference, the Society of American Travel Writers Annual Conference and the Alaska Media Road Show.

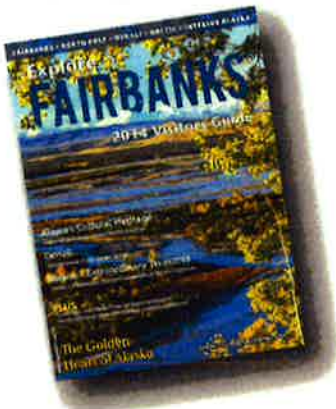
Three media were hand chosen from select Alaska Media Road Show participants for an initiated media tour titled "Aurora, Ice Art and Adventure." The goal of getting an online writer, a traditional writer and a photographer/writer was met via Becky Hutner, Jim Farber and Eric Lindberg, respectively.



The Midnight Sun Festival is honored as one of ABA's Top 100 Events in North America.

## *Highlights*

- As a result of Explore Fairbanks nominations, the American Bus Association (ABA)—an association for motorcoach operators and tour companies in the United States—announced in September of 2013 that it had designated both the Festival of Native Arts and Midnight Sun Festival as "Top 100 Events in North America" for the year 2014.
- The Advertising and Public Relations Department took leadership roles in the Fairbanks Film Council.
- The newly designed 2014 Fairbanks Visitors Guide was produced using feedback gathered from a survey and study groups done in 2012 and distribution of 200,000 guides began in November 2013.



## *Website and Social Media*

- [www.explorefairbanks.com](http://www.explorefairbanks.com) website hosted 249,677 unique visitors, a 18% increase over 2012 and total page views for the year were 1,191,341—an 11% increase.
- Number of returning visitors to [www.explorefairbanks.com](http://www.explorefairbanks.com) was 139,991—a 45% increase over 2012.
- Facebook "likes" for 2013 were 9,900—a 172% increase over 2012.
- Twitter followers increased to 3,400—an 18% gain from 2012.

### TOURISM WORKS FOR FAIRBANKS

It is estimated that as a result of the direct order distribution of the Fairbanks 2013 Official Visitors Guide, \$313,538 in direct visitor spending was generated for the Fairbanks area. Alternatively, given the 5,253 Visitors Guides directly distributed during the year, the program's overall economic impact is estimated to have been \$60 per guide.

Source: DMO Visitor Guide User & Conversion Study prepared by Destination Analysts, Inc. for the Western Association of Convention and Visitors Bureaus Education & Research Foundation



The aurora borealis over Fairbanks.

## FINANCE & ADMINISTRATION

### *Supporting Marketing Efforts*

In November 2013, the US Customs and Border Protection (CBP) announced a reversal of a decision to deny landing rights for Air North from Dawson to Fairbanks International Airport (FAI) in summer 2014 and that CBP would now permit landing rights. This results in more time on the ground to enjoy Fairbanks—particularly downtown Fairbanks—for about 15,000 Holland America guests. Fairbanks International Airport will also see an increase in year-round CBP personnel, going from three to six employees and allowing FAI to be the Northern Region hub for international air processing. Explore Fairbanks coordinated this successful collaborative effort among federal, state and local partners to reverse the original CBP decision. Support for the appeal came quickly and aggressively from the offices of Senator Lisa Murkowski, Senator Mark Begich, Representative Don Young, Governor of Alaska Sean Parnell, Fairbanks North Star Borough Mayor Luke Hopkins, City of Fairbanks Mayor John Eberhart and many other community partners.

### *Highlights*

- The Explore Fairbanks Administration Department diligently oversaw bureau wide financial checks and balances, tracking and reporting which resulted in a “clean audit” for calendar year 2013.
- Explore Fairbanks provided local and statewide leadership in developing winter marketing and product development and led efforts for infrastructure development such as community wayfinding signage, recycling and convention center research.
- Explore Fairbanks worked to initiate, secure funding approval and served on the steering committee of a downtown wayfinding project plan which was finalized and will begin implementation in summer 2014, continuing into 2015 through 2017.
- In November, the Board of Directors approved the organization to do business as “Explore Fairbanks” and directed implementation to begin January 1, 2014.

## STATEMENTS OF FINANCIAL POSITION

December 31, 2013 and 2012

<u>Current Assets</u>	<u>2013</u>	<u>2012</u>
Cash	\$ 428,412	\$ 527,390
Receivables		
Accounts and grants receivable, less allowance for doubtful accounts of \$-0- and \$-0-	114,760	184,923
Inventory	70,254	96,334
Prepaid expenses	213,612	175,657
Total current assets	827,038	984,304
<u>Property and Equipment</u>	573,299	565,912
Less accumulated depreciation	449,785	423,158
	123,514	142,754
Total assets	950,551	\$ 1,127,058
<u>Current Liabilities</u>		
Accounts payable	54,427	152,544
Conference Fees Payable	550	-
Payroll liabilities	66,317	62,704
Deferred income	15,527	-
Unearned revenues	91,332	58,272
Total current liabilities	228,152	273,520
<u>Net Assets – Unrestricted</u>		
Investment in property and equipment	123,514	142,754
Board designated for subsequent years	269,980	225,444
Board designated working capital reserve	240,000	240,000
Undesignated	88,904	245,340
Total net assets	722,398	853,538
	\$950,551	\$ 1,127,058

## STATEMENT OF ACTIVITIES

Years ended December 31, 2013 and 2012

<u>Revenues, Gains and Other Support</u>	<u>2013</u>	<u>2012</u>
Hotel/motel contribution from City of Fairbanks	\$1,640,453	\$1,540,706
Grants from Fairbanks North Star Borough	1,009,180	1,216,550
Hotel/motel contribution from City of North Pole	2,349	3,696
Fairbanks International Airport contract	15,000	15,000
Program income:		
Advertising and Public Relations	134,939	168,499
Visitor Services	11,335	12,047
Tourism	72,393	64,670
Meetings and Conventions	48,630	23,223
Membership	119,837	124,724
Total revenues, gains and other support	3,054,117	3,169,115
<u>Expenses</u>		
Programs		
Advertising and Public Relations	1,189,399	1,233,516
Visitor Services	495,972	515,843
Tourism	476,862	487,342
Meetings and Conventions	373,483	355,443
Membership	159,023	161,102
General Administration	490,519	541,124
Total expenses	3,185,256	3,294,370
Increase (decrease) in unrestricted net assets before non-operating activities	(131,139)	(125,255)
<u>Non-Operating Activities</u>		
Loss on disposal of fixed assets	0	(861)
Change in net assets	(131,139)	(126,116)
<u>Net Assets, January 1</u>	\$ 853,538	\$ 979,654
<u>Net Assets, December 31</u>	\$ 722,398	\$ 853,538





Photos this page and cover by Sherman Hogue/Explore Fairbanks

## 2013 EXPLORE FAIRBANKS STAFF

Deb Hickok  
*President and CEO*

Dawn Murphy  
*Director of Finance and Administration*

Michelle Middleton  
*Finance and Administrative Coordinator*

Ashley Ritenour  
*Executive and Tourism Coordinator*

Corinne Jankowski  
*Data Entry and Accounting Coordinator*

Amy Geiger  
*Director of Communications*

Bill Wright and Heather Fries  
*Public Relations Manager*

Kasey Gillam  
*Advertising and Marketing Associate*

Sherman Hogue  
*Internet Marketing Associate*

Angie Cerny  
*Branding and Production Coordinator*

Helen Renfrew  
*Director of Meetings and Conventions*

Allison Thompson  
*Convention Services Coordinator*

Greg Allison  
*Tourism Senior Sales Manager*

Ed Malen  
*Tourism Sales Manager*

Charity Gadapee  
*Director of Visitor Services and Membership*

Iwalani Lauver  
*Assistant Manager of Visitor Services and Membership*

**Visitor Information Specialists**

Evie Huston	Colten Ritenour
Shelly Smith	Susan McMahon
Matt Hayes	Karen Norris
Nicole Dufour	Julia Parzick
Nathan Cagwin	Joanna Wallace

**Visitor Information Volunteers**

Hollis Hall	Dale Yoder
Neil & Fay Shouse	

**49 Golden Heart Greeters**

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## MEMO

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**TO:** Mayor and Assembly Members, Fairbanks North Star Borough

**FR:** Deb Hickok, President and CEO

**DT:** August 6, 2014

**RE: STATUS OF INTERNATIONAL FLIGHTS**

This serves as a follow-up on questions posed to our Director of Communications Amy Geiger during public comment at the July 10<sup>th</sup> Assembly Meeting. Following are some updates on direct international air service to/from FAI as best I know it:

**CONDOR** – To re-cap, the first weekly seasonal service from Condor began in summer 2001 with a Frankfurt-Whitehorse-Fairbanks-Frankfurt configuration. Beginning in summer 2011, Condor changed this configuration to Frankfurt-Whitehorse-Fairbanks-Frankfurt reducing the number of flights from 18 to 12 in order to focus on the high-yield summer dates. ANC has a total of four weekly flights – including this one – during the peak summer; Whitehorse has one direct flight. To add to the mix of options for German and other European travelers, beginning in June 2011, Condor Airlines began two seasonal flights per week to SEA-TAC on Mondays and Thursdays and, at the same, entered a codeshare with Alaska Airlines for domestic connections. To add to the choices for northern Europeans, beginning summer 2013, Icelandair offered a new route from Reykjavik to ANC. Despite all these options for the European traveler, in summer 2013, Condor continued to fly to FAI from July 4-August 29, operating a total of nine flights. This summer, the FAI schedule is June 26-September 11, operating a total of 12 flights, an increase of three flights.

**JAPAN AIRLINES (JAL)** - In winter 2004-2005, Japan Airlines (JAL) began with three charter flights directly to FAI from Narita International Airport for aurora viewing via a Boeing 747-400 wide-body jet, the largest aircraft in their fleet. JAL steadily grew every year to 18 charters in winter 2008-2009. These direct charters began with origination from Narita have expanded to include cities such as Osaka, Nagoya, Fukuoka, Hiroshima, Sapporo, and Sendai. We've seen some ups and downs over the past few years, one challenge was that JAL went through the Japanese equivalent of bankruptcy and began restructuring in 2010. Last year, JAL had problems getting their new fleet of the problem-plagued Boeing Dreamliners up to snuff for service. Throughout these periods, the flights – both winter and summer aurora charters – continued. This past winter, the 18 charter flights were robust. An outgrowth of the winter has been aurora viewing in late August/early September since 2005, featuring alternating northbound/southbound rail itineraries between Fairbanks and Anchorage. Beginning on August 27<sup>th</sup>, FAI will see the first of six arrivals and six departures for JAL summer aurora flights. We do not yet have the winter 2014/2015 JAL schedule.

As always feel free to contact me directly with questions or concerns at 459-3770 (direct line) or 322-4310 (cell) or [dhickok@explorefairbanks.com](mailto:dhickok@explorefairbanks.com)

### **Building Department**

- New commercial permit issued for AT&T Reseller Store on Badger Road
- Almost \$7.8 in building projects this year

### **Public Works**

- Weather continues to affect Public Works projects
  - Down to a single summer hire, one worker had to leave early to enter his college wrestling program
  - Road patching has begun—potholes, dips, etc.
  - Have begun road striping between projects and when weather is acceptable (learned from DOT Maintenance they plan to repair crosswalks in roundabouts with inlays, but probably will not be until 2015)
  - Begun brush cutting around City, but with reduced staff will affect this effort (plan to hire a contractor to do brush cutting if Public Works staff cannot)
  - Weather hindered fitness trail work at site #5, but equipment was installed today
  - Received an additional \$5,000 from the Snedden Family Foundation to help complete the fitness trail
  - Plan to have a “Grand Opening” of fitness trail Saturday, August 23
  - Dog park work hindered by flooding, but plan to begin fence work this week
- Saint Nicholas Drive project held an inspection on 13<sup>th</sup>, major issues were cleaning of the site

### **Utility Department**

- Received contact from ADEC that they are proposing to address sewer outfall problem with a Notice of Violation
  - Have not been able to talk directly with ADEC about what this means for the Utility
- Wastewater treatment plant is moving forward with building modifications
  - Rainfall has slowed lowering the lagoons which must occur to upgrade the sewer lift station and replace critical plant piping, but Ghemm is keeping the project on track
  - The emergency generator and enclosure must be built and this is 90 days from delivery which puts this part of the project into October

### **Natural Gas Utility Board**

- Previously reported IGU was at a critical juncture of negotiating a take-or pay gas supply contract as early as August 5<sup>th</sup>
- Financing of the liquefaction plant on the North Slope and determining the method and cost of trucking are slowing the process and delayed take-or-pay negotiations
- Engineering of Phase 1 in the North Pole area continues

[Type text]

- Award of a Phase 2 engineering went to MBJ for \$839,548 (Phase 2 is northern North Pole and line to Eielson AFB)
- Process begun to solicit an operator to run the gas utility has begun
- November will mark 2<sup>nd</sup> year of IGU and there are two positions opening by election on the Board

125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
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bill.butler@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
From: Bill Butler  
Date: August 13, 2014  
Subject: Appeal for relief for utility bill due to water wastage

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Below are sections of the North Pole Municipal Code related to utility billing and appeals when a customer thinks his bill is incorrect or unfair. Attached to this memo are the sections from the Code from which the section of the Code were extracted.

The North Pole City Council has set a precedent over the last several years that when water is spilled after passing through a customer's meter, the customer is responsible for the cost of that water. If the water did not enter the sewer system, the Council has placed in Code that the Utility has the authority to forgive sewer charge for the spilled water—the Utility has forgiven Mr. Gavin's sewer charge associated with the spilled water. Discussions by the Council in the establishment of this precedent focused on that the water has an associated cost and forgiving the customer's water charge places the burden for paying for the spilled water upon all other utility customers—subsidizing the customer who spilled the water.

Other utility customers with spilled water and other excess utility charges have shouldered the responsibility for the costs by having homeowner's insurance and using bonded and insured contractors to perform work on their plumbing. Mr. Gavin could pursue these options if he has homeowner's insurance and to seek compensation from the plumber he used. Should Mr. Gavin not have homeowner's insurance and/or not have used a bonded and insured plumber to perform the work on his property this again shifts the cost of the spilled water to utility customers who do purchase insurance and use bonded and insured contractors.

Related to not placing liens upon properties with delinquent utility bills, the City Council amended the Municipal Code making the placement of liens the Utility's process for addressing delinquent utility accounts.

Related to the Utility not notifying a property owner of a tenant's delinquent account, if the property owner does not notify the Utility that he has taken possession of a property, we have no means to know that property ownership has taken place. The Municipal Code does not require landlord businesses to obtain a business license. If the Code required landlords to obtain a business license, this could be a means to track property changes in North Pole for landlord-tenant situations. A property

owner, including a landlord has basic responsibilities to notify the Utility of their ownership of a property. To address landlords not notifying the Utility of their ownership of a property, more than a year ago the Utility instituted a process of requiring landlords to acknowledge their ownership of a property and responsibility for a tenant's utility bills as part of the tenant opening an utility account. In Mr. Gavin's case, the Utility notified him before he took possession of the property that he had to submit an application for the Utility account. He did not submit an application for a utility account until June 2014.

In interior Alaska, the climate requires the circulation of the water in the customer service lines to prevent the freezing of these line during the winter. Shutting off a customer's service lines in the winter would result in these lines freezing. Frozen customer service lines often entail a cost of \$5,000 to \$15,000 to be excavated and replaced when these line freeze and break. Frozen customer service lines also threaten the integrity of the Utility's water mains and the safety of the water supply.

### **Appeal Rights**

#### **13.12.110 Appeal of utility billings.**

A. Any City utility customer who believes his utility billing is unjust and inequitable as applied to his property within the intent of the City utility rules and regulations may make written application to the City Council requesting a review of his utility billing. The application shall include the facts and data upon which the appeal is based.

B. While awaiting Council review of his appeal, the customer shall pay the amount of the disputed bill to the City within thirty days from the mailing date to avoid becoming delinquent. Subsequent bills shall be paid in full within the prescribed time limit.

D. Review of the request shall be made by the City Council who shall determine if it is substantiated or not, including recommending further study of the matter by a designated representative.

E. If the request is determined to be substantiated, the charges for the customer shall be recomputed based on the Council approved terms, and the new charges thus recomputed shall be applicable retroactively up to one year.

### **Utility and Customer Responsibilities**

#### **13.16.020 Additional conditions of service.**

C. North Pole Utility will maintain and repair all mains that have been accepted for maintenance and operation by the Utility but will not be responsible for maintaining the customer's service connection or for damage to the service connection caused by freezing that results from negligence or a willful act on the part of the customer.

D. The customer's service from point of connection to the City main or the customer's building plumbing shall be kept in repair by the owner or occupant of the premises, who shall be



responsible for all breaks in the line and for any damages resulting incidentally therefrom, other than those caused by acts of the North Pole Utility. The City shall not be responsible for damages in service lines freezing resulting from the shut down of a customer's service for a delinquent account. In the case of a frozen water service, the customer shall be responsible for thawing the service line from the main to the building unless the freezing condition can subsequently be demonstrated to have been the result of a malfunction of the City's utility system beyond the control of the customer.

2. Responsibility for Expenses for Exposing a Customer Service Line Break and/or Disconnecting Service and the Repair of Customer Water Service Line Breaks. In the event of a customer water service line break not resulting from negligence or a willful act on the part of the customer, as determined by the North Pole Utility in its sole discretion, the North Pole Utility may share up to fifty percent of the costs associated with repairing the break in the utility right-of-way and adjacent properties affected by the repair. The North Pole Utility shall not be responsible for any of the expenses associated with repairing a customer water service line on the customer's property other than if the break is caused by a freezing condition and/or other causes that can by a preponderance of the evidence subsequently be demonstrated to have been the result of a malfunction of the North Pole Utility.

#### **Utility Lien Rights for Delinquent Utility Bills**

##### **13.28.010 Lien rights.**

A. The City of North Pole shall have a lien upon any and all real property serviced by any of the utilities referenced in this title for the payment of all charges incurred by the utility customer with the City. This lien shall be superior to any and all other liens to the maximum extent allowed under State law.

## **Chapter 13.12**

### **CUSTOMER SERVICE**

#### **13.12.110 Appeal of utility billings.**

- A. Any City utility customer who believes his utility billing is unjust and inequitable as applied to his property within the intent of the City utility rules and regulations may make written application to the City Council requesting a review of his utility billing. The application shall include the facts and data upon which the appeal is based.
- B. While awaiting Council review of his appeal, the customer shall pay the amount of the disputed bill to the City within thirty days from the mailing date to avoid becoming delinquent. Subsequent bills shall be paid in full within the prescribed time limit.
- C. Payment of disputed bills as required by this section shall not be deemed to prejudice an otherwise valid contest.
- D. Review of the request shall be made by the City Council who shall determine if it is substantiated or not, including recommending further study of the matter by a designated representative.
- E. If the request is determined to be substantiated, the charges for the customer shall be recomputed based on the Council approved terms, and the new charges thus recomputed shall be applicable retroactively up to one year.
- F. In instances where a utility customer billing appeal relates to a situation limited to forgiveness of sewer service and associated charges where the customer can document the water upon which the charges are calculated was not discharged into the sewer system, the Mayor or his designee may waive these charges without the appeal proceeding to the City Council for approval. Should such an appeal be granted by the Mayor or his designee, he shall report the waiver of these charges to the City Council. (Ord. 12-02 §2(part), 2012; Ord. 00-16 §2(part), 2000; Ord. 82-8 §2.L, 1982)

## **Chapter 13.16**

### **WATER SERVICES**

#### **13.16.020 Additional conditions of service.**

A. All residential, commercial, educational, industrial, institutional and governmental users shall be metered. Water meters may be installed at any time deemed necessary by North Pole Utility in accordance with the requirements of the Utility. Installation must conform to the utility standards of construction.

B. The City may refuse to permit any person to connect to a water main or to be served directly or indirectly by water from North Pole Utility, and may refuse to accept a water main for operation and maintenance purposes unless the main was constructed and installed pursuant to a written agreement with the City or the City can otherwise assure itself that the main was constructed and installed in compliance with the applicable requirements and specifications of the North Pole Utility.

C. North Pole Utility will maintain and repair all mains that have been accepted for maintenance and operation by the Utility but will not be responsible for maintaining the customer's service connection or for damage to the service connection caused by freezing that results from negligence or a willful act on the part of the customer.

D. The customer's service from point of connection to the City main or the customer's building plumbing shall be kept in repair by the owner or occupant of the premises, who shall be responsible for all breaks in the line and for any damages resulting incidentally therefrom, other than those caused by acts of the North Pole Utility. The City shall not be responsible for damages in service lines freezing resulting from the shut down of a customer's service for a delinquent account. In the case of a frozen water service, the customer shall be responsible for thawing the service line from the main to the building unless the freezing condition can subsequently be demonstrated to have been the result of a malfunction of the City's utility system beyond the control of the customer.

1. Exposing a Customer Service Line Break and/or Disconnecting Service in the Event of a Service Line Break. In the event of a customer service line break resulting from freezing or other causes, the North Pole Utility shall disconnect as quickly as is feasible the service to the broken service line to protect public health and safety and to limit damage to public and private property.

2. Responsibility for Expenses for Exposing a Customer Service Line Break and/or Disconnecting Service and the Repair of Customer Water Service Line Breaks. In the event of a customer water service line break not resulting from negligence or a willful act on the part of the customer, as determined by the North Pole Utility in its sole discretion, the North Pole Utility may share up to fifty percent of the costs associated with repairing the break in the utility right-of-way and adjacent properties affected by the repair. The North Pole Utility shall not be responsible for any of the expenses associated with repairing a customer water service line on the customer's property other than if the break is caused by a freezing

condition and/or other causes that can by a preponderance of the evidence subsequently be demonstrated to have been the result of a malfunction of the North Pole Utility.

E. All persons, prior to receiving service from the North Pole Utility, shall provide a separate shutoff valve inside the building or structure for which service is being requested. The valve shall be located on the service line entering the building, ahead of any branch lines, where it is readily accessible in the event of emergency.

## **Chapter 13.28**

### **LIEN ON REAL ESTATE FOR DELINQUENT UTILITY PAYMENTS AND ACCOUNT RESOLUTION PROCEDURES**

#### **13.28.010 Lien rights.**

A. The City of North Pole shall have a lien upon any and all real property serviced by any of the utilities referenced in this title for the payment of all charges incurred by the utility customer with the City. This lien shall be superior to any and all other liens to the maximum extent allowed under State law.

B. The Utility Billing Clerk shall maintain a list of all individuals whose utility accounts with the City are more than ninety days delinquent. The list shall include the name of the individual holding the account with the City utility, the legal description of the property serviced by the Utility, and the amount delinquent. The Utility Billing Clerk shall cause a lien to be recorded for the amounts owed, including fees, costs and attorney fees, ninety days from the date of delinquency.

C. The lien created in this section may be foreclosed upon pursuant to the procedures set forth in Section 13.28.020 of this code.

D. The customer of the City utility shall pay all administrative fees, costs and attorney fees incurred by the City in the collection of the delinquent utility bills and said amount shall be included in the lien in favor of the City. (Ord. 11-04 §2(part), 2011: Ord. 99-07 §3(part), 1999)

#### **13.28.020 Delinquent utility account resolution process.**

A. Thirty Days Past Due Accounts. When a utility account becomes thirty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.
2. The account holder shall be sent by regular U.S. mail a separate notification that the account is delinquent.

B. Sixty Days Past Due Accounts. When an account becomes sixty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.

2. A lien shall be filed against the property owner responsible for the account. If the utility account holder is a tenant, the lien shall be filed against the property owner.
3. The utility account shall be assessed a liquidated damages fee equivalent to the charges to file and remove a lien plus a \$25 (twenty-five dollar) filing fee.
4. The account holder shall be sent a notice of account delinquency via certified mail indicating the amount of the account balance, including all additional charges, and notification that a lien has been filed against the property.
5. The City will attempt to contact, by certified mail, the property owner if the delinquent account is for a tenant. It is the responsibility of property owners to notify the City of tenant-owner relationships and to provide the City with current contact information.

C. **Ninety Days Past Due.** When an account becomes ninety days past due, the account holder shall receive their regular utility bill indicating account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.
2. A liquidated damages charge of \$50 (fifty dollars) shall be added to the account balance after determination of the late charge.
3. The account holder shall be sent a notice of account delinquency via certified mail indicating the amount of the account balance, including all charges. The notification shall indicate the deadline that the account holder must pay the delinquent account balance or by which they must sign a legally binding confession of judgment specifying a repayment plan to prevent a shutoff of water service.
4. A door hanger shall be placed at the residence of the delinquent account holder indicating the amount of the account balance, including all charges. The door hanger shall indicate the deadline that the account holder must pay the delinquent account balance or by which they must sign a legally binding Confession of Judgment specifying a repayment plan to prevent a shutoff of water service.
5. If the account holder has neither paid the delinquent utility account balance in full by the deadline specified in the certified mail notification and in the door hanger notice nor signed a confession of judgment, the City shall, unless the account holder consents to the City entering the premises to shut off the water, initiate legal action to shut off water service to the property. Upon proof of compliance with this chapter, the City shall be entitled to a writ of assistance and an order allowing it to enter the premises served by the Utility for the purpose of shutting off the water service and to verify, at reasonable intervals based on the circumstances, that the water shutoff device has not been bypassed or tampered with.

6. All legal fees and costs associated with resolving a delinquent utility account shall be borne by the account holder. In the case where the account is held by a tenant who fails to resolve the delinquent account, the landlord and tenant shall be jointly responsible for the delinquent account and any associated charges, costs or attorney fees.

7. The City will attempt to contact by certified mail the property owner if the delinquent account is for a tenant. It is the responsibility of property owners to notify the City of tenant-owner relationships and to provide the City with current contact information.

8. All accounts not paid in full upon completion of the above process, including account holders who fail to timely satisfy the terms of a confession of judgment, shall be subject to foreclosure of the entire parcel of real estate served by the Utility by complaint filed in the District or Superior Courts of the State of Alaska, as appropriate for the amount due. Upon presenting proof of completion of the process set forth in this chapter, and after the passage of sixty days from service of the foreclosure complaint, the City shall be entitled to a judgment of foreclosure against the real estate and judgment against the account holder, unless the account has been paid in full plus costs, attorney fees and interest incurred until the account is paid in full.

9. Upon the sale of foreclosed real estate, the property owner shall be entitled to all proceeds in excess of the amount owed to the City, after payment of all costs of sale or any other costs or attorney fees incurred by the City in collecting on the account. (Ord. 11-04 §2(part), 2011)

July 29, 2014

Dear North Pole City Council:

My name is Gary Galvin and I own the residence at 2726 Parkway that is connected to the North Pole Utilities both water & sewer. This is not my main residence & has been used as a rental property. I have a buyer interested in purchasing the property for \$40,000.

Twice I have experienced a water break under my home. Most recent, I was alerted that a break had taken place when I received a \$10,000+ utility bill and a lean on my property the same month, you can imagine it has made it difficult to pursue selling the home with this lien. There was an outstanding balance on the account from my most recent tenant that was delinquent paying for water; this tenant has been evicted for not paying rent either. I would have paid this previous debt had I been alerted of the outstanding balance however, I never received any mail informing me on the situation. As I live outside of the state for the greater part of the year it is difficult to "check-up" on the plumbing and having a tenant who abandons basic responsibilities complicates doing real-estate business within the city.

Potential options to explore for the city to avoid these types of disasters could be to install a street side cut off valve so property owners could request turning off water when the property is vacant or when leaving the area for an extended period of time. Notification via email/phone when water usage has gone above and beyond the norm could also help prevent these types of devastation.

I understand that water usage is ultimately the responsibility of the property owner and the water is not free to the utilities to process. I would like to ask forgiveness of a portion of my debt due to the extreme circumstance of using 450,000 gallons in a 2 week period.

I humbly ask for forgiveness of any portion of this unfortunate debt.

Thank you for your consideration, understanding and time.

Sincerely,

Gary Galvin





**North Pole Police Dept.  
125 Snowman Ln.  
North Pole, AK 99705**

**Chief Steve Dutra  
Phone: 907-488-8459  
Fax: 907-488-5299**

Date: August 5, 2014

To: North Pole City Council  
Kathy Weber

Re: IFB PD #14-01

The North Pole Police Department has completed its Invitation For Bid PD 14-01. The bidding closed on August 1<sup>st</sup>, 2014.

We had four bids which met the minimum requirements. Those bids are as follows:

<b>Name</b>	<b>Base Bid</b>	<b>Additive Alt #1 &amp; 3</b>	<b>Add Alt #2</b>
Holiday Parks Inc.	\$90,578	\$9,177	\$64,237
Slayden Plumbing	\$68,075	\$18,824	\$59,397
Alaska Mechanical	\$144,672	\$9,226	\$64,144
Aaron Plumbing	\$88,500	\$12,900	\$61,800

I would recommend that the City Council accept the bid by Slayden Plumbing. I would ask that the City Council authorize the Mayor to enter into contract negotiations with Slayden Plumbing to complete the Base Bid and Additive Alternates #1 and #3.

The total amount for both projects is \$86,899.00.

The funds for this project are coming from the legislative grant balance of \$59,025.00 and \$12,000 from Capital Project fund 54 the remaining balance from Fund 33 IRS Forfeiture \$14,899.00.

I have included a Project Overview from PDC Inc.

Thank you

Chief Steve Dutra

**NORTH POLE POLICE STATION COOLING UPGRADES  
65% DESIGN ANALYSIS**

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## **I. PROJECT OVERVIEW**

### **A. BACKGROUND INFORMATION**

The building's existing heating equipment is not controllable and is creating uncomfortable warm areas within the building. Ventilation to the building is inadequate with no ducted supply air to the space. There are existing isolated cooling units, including window air conditioners, which have been added to address the cooling problems but create a security risk to the police station.

### **B. PRIMARY GOALS AND OBJECTIVES**

The primary goal is to develop a design to provide ventilation air to the building, add cooling to work areas of the building, and improve the heating system controls.

### **C. BASE BID & ALTERNATES**

The design is separated into base bid and additive alternates to allow for phased construction.

- The base bid will include the ventilation system upgrades and associated equipment, and also replacement of a non-functioning thermostat.
- Additive alternate #1 will include the heating system corrections to create separate zones for the finned tube located in the lieutenant office (101) and chief office (109).
- Additive alternate #2 will include the cooling system addition and accessories.

## **II. MECHANICAL DESIGN**

### **A. DESIGN CRITERIA**

1. International Mechanical Code (IMC) – 2009.
2. International Building Code (IBC) – 2009.
3. International Fire Code (IFC) – 2009.
4. NFPA – 30, 31, 88, 90.
5. ASHRAE Handbooks and Standards.
6. Local Code Amendments.

### **B. DESIGN CONDITIONS**

1. Winter Design Temperature: -60°F.
2. Indoor Design Temperature: 70°F.

### **C. VENTILATION SYSTEMS (BASE BID)**

#### **1. General**

Ventilation for the building offices and work areas will be provided by a heat recovery ventilator (HRV). Air will be distributed to meet the individual requirements of each space. The HRV will also have a filter section, heating and reheat coils. The supply air to the workspaces will be approximately 250 CFM. Supply air will be provided at 70°F. Outside air will be provided per the IMC requirements.

#### **2. Condensate Pump**

A condensate pump will be provided below the HRV to capture the condensate from the defrost cycle. The pump condensate piping will be routed to discharge to the lavatory sink tail piece.

#### **3. Supply Air System**

Supply air will be ducted to each of the work areas from the HRV. Ventilation supply air diffusers shall be located as shown on the drawings.

An existing supply fan, 15' of associated ductwork and a heating coil will be demolished.

#### **4. Exhaust Air System**

Exhaust air will be ducted from the corridor, evidence room, kitchen, and server/file room.

Approximately 60' of the existing exhaust air ductwork will be cleaned and reused for new HRV system. Approximately 10' of existing exhaust air ductwork shall be demolished.

5. Volume Dampers

Volume dampers will be provided at each of the new diffusers and grills to balance the air flow throughout the spaces.

6. Installation

Ductwork shall be of galvanized steel construction. All equipment and specialties shall be accessible. All outside air and relief air ductwork shall be insulated within 10' of building penetration.

D. COOLING SYSTEM (ADDITIVE ALTERNATE #2)

1. During the summer, the space will be cooled by a refrigerant based air conditioning system that consists of four interior evaporator fan coil units and a single exterior condenser. The indoor evaporator fan coil unit is 2'x2' and will fit in the ceiling tile grid. A unit will be located in each of rooms 101, 102, 106, & 109. The condensate drain from the units in rooms 102 & 106 units will be routed to discharge into the condensate pump provided with the HRV. A second condensate pump will be provided for units in rooms 101 & 109. The outdoor condenser unit will have a capacity of 3 tons of cooling. The outdoor unit will be located on a concrete pad outside of room 109, and the unit will have a chain link fence around it to protect it from vandalism. The refrigerant piping will enter the building in the ceiling space of room 109, and will be routed above the hall ceiling to rooms 101, 106 & 112.
2. Space thermostats shall be replaced with heating / cooling type to control both the new cooling units and the existing finned tube.
3. A condensate pump will be provided for the two CC-1 units in rooms 101 and 109. The pump condensate piping will be routed to discharge to the lavatory sink tail piece.

E. HEATING SYSTEM

1. Existing Finned Tube and Cabinet Unit Heaters (ADDITIVE ALTERNATE #1)

In each work area containing terminal units, zone valves will be added to finned tube and unit heaters,. Branch piping will be added as necessary for units that are run in series.

2. Duct Heating Coils (BASE BID)

A duct heating coil (HC-1) shall be provided to temper air to the new HRV. A reheat coil (RHC-1) will be provided at the HRV discharge to increase the air temperature to 70 deg F during winter. Both coils will be piped from the existing hydronic heating system.



3. Installation

All piping shall be concealed but accessible in finished areas. Valves and specialties shall be provided as required for proper system operation and to enhance maintenance and repair.

G. CONTROL SYSTEM

1. (BASE BID) Stand-alone controls will be provided in the space, with a 3 speed adjustment for the HRV. HRV controls will be provided by the manufacturer.
2. (BASE BID) The duct heating coil will be controlled by a duct temperature sensor on the HRV supply air discharge. The condensate pump will be controlled by an integral float switch.
3. (ADDITIVE ALTERNATE #2) Heating / cooling thermostat controls will be provided to control each of the interior air conditioning units and the respective space finned tube.

### III. ELECTRICAL DESIGN

#### A. CODE REFERENCES

1. National Electrical Code (NEC), 2011 Edition (NFPA 70)
2. National Electrical Safety Code (NESC), Latest Edition (Applicable Sections)
3. National Electrical Manufacturers' Association (NEMA)
4. Underwriters' Laboratories, Inc. (UL); Applicable Standards

#### B. GENERAL

Power will be provided for new heating and ventilation equipment HRV-1 and CP-1 under Base Bid, and air conditioning equipment CU-1 and CC-1 under Additive Alternate #2. The source for the new power will be circuited from existing Panelboards "A" and "A-1", both are 240/120 volt, 400 amp, Single Phase, 3 Wire, Square D Type NQOB located on the north wall of the Mechanical Room. Refer to the mechanical narrative section for information on mechanical equipment.

#### C. NEW EQUIPMENT

1. Base Bid - Power for Heating and Ventilation Equipment
  - a. HRV-1 and CP-1: Power will be provided from a new 120V, 15-Amp, 1-Pole, UL listed branch breaker installed in existing Panelboard "A-1". New circuit conductors in new raceway will be provided between Panelboard "A-1" and both HRV-1 and CP-1 equipment both located in Kitchen 110; with a NEMA 1 horsepower rated toggle disconnect switch provided at HRV-1 and at CP-1.
2. Additive Alternate #1 – Electrical design not required.
3. Additive Alternate #2 - Power for Air Conditioning Equipment
  - a. CU-1: Power will be provided from a new 240V, 30-Amp, 2-Pole, UL listed branch breaker installed in existing Panelboard "A". New Type XHHW circuit conductors in new raceway will be provided between Panelboard "A" and CU-1 equipment; with a NEMA 3R fused disconnect switch provided at CU-1.
  - b. CC-1: Power will be provided from a new 240V, 15-Amp, 2-Pole, UL listed branch breaker installed in existing Panelboard "A-1". New circuit conductors in new raceway will be provided between Panelboard "A-1" to first CC-1 equipment located in Officers 106 and then to the remaining three CC-1 equipment located in Dispatch 102, Office 101, and Chiefs Office 109; with a NEMA 1 horsepower rated toggle disconnect switch provided at each CC-1.
  - c. CP-1: Power will be provided from a new 120V, 15-Amp, 1-Pole, UL listed branch breaker installed in existing Panelboard "A-1". New circuit conductors in new raceway will be provided between Panelboard "A-1" and CP-1 equipment; with a NEMA 1 horsepower rated toggle disconnect switch provided at CP-1.



**North Pole Police Dept.  
125 Snowman Ln.  
North Pole, AK 99705**

**Chief Steve Dutra  
Phone: 907-488-8459  
Fax: 907-488-5299**

August 11, 2014

To: North Pole City Council  
Kathy Weber

Re: Roof repairs City Hall and Police Station

I have solicited three bids to repair the police department roof. I am requesting that the North Pole City Council authorize the Mayor to enter into contract negotiations with A&A Roofing Co. Inc.

The following bids were received:

Company	City Hall	Walkway	Police Station	Entire Project
A&A Roofing Co., Inc.	\$5,800	Included	\$36,200	\$42,000.00
Fairbanks Roofing				\$64,542.50
Interior Alaska Roofing	\$1,100	\$6,400	\$56,000	\$63,500.00

We are able to pay for the repairs to the police department using IRS Forfeiture funds but the City will have to cover the costs of the City Hall repairs.

Thank you for your time.

  
Chief Steve Dutra



# A & A ROOFING CO., INC.

PO BOX 70314 FAIRBANKS, ALASKA 99707-0314

Telephone: (907) 452-3633 FAX (907) 456-2967

E-mail: [A&ARoofing@aaroofing.biz](mailto:A&ARoofing@aaroofing.biz)

Contractor Lic. # 935



July 31, 2014

North Pole Police Department  
125 Snowman Lane  
North Pole, Alaska 99705

(REVISED)

RE:

Police Department and City Hall Roof Recover

Chief Steve Dutra,

As was discussed here's a **Proposal** for the above referenced project. Our proposal includes:

## **Main Roof Police Station:**

- Demo drip edge and sidewall flashings.
- Set up temporary fall protection.
- Cut back metal roofing at steep slope roof to allow for better roof flashing details.
- Install new plywood sheeting at sidewalls and roof curbs to allow a clean substrate to accept new roof membrane.
- Sweep roof clean.
- Install mechanically fastened wood fiber cover board over existing asphalt roof membrane.
- Install new fully adhered .060 EPDM roof membrane system per the Membrane Manufacturer's instructions and recommendations, including all membrane flashings, and new 24 ga. pre-finished sheet metal scuppers, drip and counter flashings.

## **Covered Walkway Roof City Hall:**

- Demo sheet metal coping.
- Set up temporary fall protection.
- Install new plywood sheeting at parapet walls to allow a clean substrate to accept new membrane.
- Sweep roof clean.
- Install tapered roof insulation and cricket system to allow for proper drainage.
- Install mechanically fastened wood fiber cover board over tapered roof insulation.
- Install new fully adhered .060 EPDM roof membrane system per the Membrane Manufacturer's instructions and recommendations, including all membrane flashings, and new 24 ga. pre-finished sheet metal scupper and coping metal.

## **City hall roof leak:**

- Investigate the source of the leak and perform needed repairs.

**July 30, 2014**

Does this reflect everything we discussed, and what you expected? If not, let us know, and we can revise the proposal to reflect your needs.

Our **Price** for this scope of work is:

Police Station: \$36,200.00

City Hall: \$5,800.00

This price on this proposal is valid for 60 days from the date on the proposal.

Respectfully Submitted,  
A & A Roofing Co., Inc.

Glenn Rush

A&A Roofing Co., Inc. is an Alaskan Corporation based in Fairbanks and is a licensed General Contractor, primarily offering services in all types of Roofing, Siding, Waterproofing, and Exterior Insulation Finish Systems (EIFS).

Business License # 05                      Contractors License # 935

North Pole Police Department and City Hall Roofs

**Fairbanks Roofing**  
**PO Box 80182**  
**Fairbanks, AK 99708**

# Estimate

Date	Estimate No.
7/30/2014	14-974

## Name / Address

North Pole Police Department  
 125 Snowman Lane  
 North Pole, AK 99705  
 ATTN: Steve Dutra, Chief of Police

## Project

Qty	Item	U/M	Description	Rate	Total
	Description		Fairbanks Roofing will provide materials, labor, tools and equipment required for completion of the following roofing project. Mule Hide Fully Adhered EPDM RE-Roof approximately 4,400 sf. Certified payroll, Bacon Davis State Wages \$ 52.72 hr.  Including remove existing asphalt roofing, cleanup and haul debris. Cut back metal roofing, repair curb. Install new; 6 mil poly vapor barrier, 2" poly iso insulation, mechanically fasten 1/2 inch wood fiber board, Adhere 060 EPDM, complete all detail work including, laps, seams, patches, boxes, pipes, curbs, scuppers, down spouts, edge metal and required flashing. Prices include material and labor	0.00	0.00
44	BUR		Remove existing built up roofing	140.00	6,160.00
7.75	Refuse	ton	Haul debris to FNSB landfill	140.00	1,085.00
1	Wood work	ea	Cut back metal roofing, complete wood work	700.00	700.00
4,400	Vapor barrier		Install 6 mil poly vapor barrier	0.50	2,200.00
140	2 inch rigid		Install polyisocyanurate R-12.1	58.00	8,120.00
140	Wood fiber board		Mechanically fasten fiber board	45.00	6,300.00
4,400	Mule Hide EPDM		Fully adhered 060 EPDM	8.50	37,400.00
1	Box chimney flashing		Install metal box flashing	150.00	150.00
270	Cap - Parapet		Install parapet wall cap flashing	8.25	2,227.50
1	Building Permit	ea	Building permit fee	0.00	0.00
We accept VISA, MasterCard, Discover and American Express credit card payments.				<b>Total</b>	

**Telephone No.** (907) 474-9402 **Fax No.** (907) 474-9404

**E-mail:** fbksroofing@alaska.net



**Fairbanks Roofing**  
**PO Box 80182**  
**Fairbanks, AK 99708**

## Estimate

Date	Estimate No.
7/30/2014	14-974

**Name / Address**

North Pole Police Department  
 125 Snowman Lane  
 North Pole, AK 99705  
 ATTN: Steve Dutra, Chief of Police

**Project**

Qty	Item	U/M	Description	Rate	Total
	Fbks Roofing Info		LICENSED, BONDED and INSURED. Alaska Business License #299743, Alaska Specialty Contractor License #30106, City of Fairbanks License #1565. US EPA Lead-Safe Certified Firm #NAT-4086-1.	0.00	0.00
	Other Information		All workmanship guaranteed two years. Signatory contract and down payment required.	0.00	0.00
1	Warranty Info (MH) Com...		Mule Hide membrane warranty 20-year \$200.00	200.00	200.00
We accept VISA, MasterCard, Discover and American Express credit card payments.				<b>Total</b>	<b>\$64,542.50</b>

**Telephone No.** (907) 474-9402 **Fax No.** (907) 474-9404

**E-mail:** fbksroofing@alaska.net



## **Interior Alaska Roofing, Inc.**

**3790 Schacht Street ♦ Fairbanks, Alaska 99701**

**(907) 456-5545 Phone ♦ (907) 452-2693 Fax**

**[inakroof@ptialaska.net](mailto:inakroof@ptialaska.net) ♦ [www.interiorakroofing.com](http://www.interiorakroofing.com)**

**Bid Proposal**  
**North Pole City Police Department**  
North Pole, Alaska  
Attn: Steve Dutra

August, 6 2014

### **Work to include:**

- Mobilize materials, tools, and equipment to job site.
- Install safety system around perimeter of roof.
- Remove existing built up tar roofing down to decking.
- Cart and haul roofing debris to FNSB city transfer site.
- Inspect the roof decking, repairing as necessary on a time and materials basis.
- Install 3" flat stock ISO foam over an 8mm poly vapor barrier.
- Mechanically fasten ½" tar impregnated wood fiber board with 3" plates and roofing screws.
- Fully adhere 60mm Carlisle EPDM "rubber" membrane to the ½" WFB.
- Install new pipe flashings, box flashings, and boots.
- Install new edge metal, strip in with pressure sensitive cover-strip.
- Inspect and correct issues with the metal roof to flat roof transition "cutting back metal as necessary" to allow for correct termination of rubber membrane beneath the metal roofing panels. As well as checking for water-tight integrity of the existing metal flashings and end-caps. Repair or replace metal as necessary.
- Remove Safety System from roof.
- Clean grounds and demobilize tools and equipment.

**Lump Sum Total – \$56,000**

**Exclusions:** Cost of bond, substrate (metal deck, plywood fascia/soffit, blocking, etc.), heating, tenting (well ventilated), lighting, winter work, snow/ ice or frost removal, temporary cover and temporary utilities.

Thank you for the opportunity to bid this project. Please call me at (907) 456-5545, if you have any questions or need further information.



## **Interior Alaska Roofing, Inc.**

**3790 Schacht Street ♦ Fairbanks, Alaska 99701**

**(907) 456-5545 Phone ♦ (907) 452-2693 Fax**

**[inakroof@ptialaska.net](mailto:inakroof@ptialaska.net) ♦ [www.interiorakroofing.com](http://www.interiorakroofing.com)**

**Bid Proposal**

### **North Pole City Police Department “Walkway”**

**North Pole, Alaska**

**Attn: Steve Dutra**

**August, 6 2014**

#### **Work to include:**

- Mobilize materials, tools, and equipment to job site.
- Un-install parapet metal.
- Install safety system around perimeter of roof.
- Remove existing roofing down to decking.
- Inspect decking, repair as necessary.
- Cart and haul roofing debris to FNSB city transfer site.
- Install a 3” flat stock insulation system to bring the roof level above the scupper.
- Install a 5” tapered insulation system to facilitate drainage.
- Mechanically fasten ½” tar impregnated wood fiber board with 3” plates and roofing screws.
- Fully adhere 60mm Carlisle EPDM “rubber” membrane to the ½” WFB.
- Remove Safety System from roof.
- Re-install parapet metal.
- Clean grounds and demobilize tools and equipment.

**Lump Sum Total – \$6,400**

**Exclusions:** Cost of bond, substrate (metal deck, plywood fascia/soffit, blocking, etc.), heating, tenting (well ventilated), lighting, winter work, snow/ ice or frost removal, temporary cover and temporary utilities.

Thank you for the opportunity to bid this project. Please call me at (907) 456-5545, if you have any questions or need further information.



## **Interior Alaska Roofing, Inc.**

**3790 Schacht Street ♦ Fairbanks, Alaska 99701**

**(907) 456-5545 Phone ♦ (907) 452-2693 Fax**

**[inakroof@ptialaska.net](mailto:inakroof@ptialaska.net) ♦ [www.interiorakroofing.com](http://www.interiorakroofing.com)**

**Bid Proposal**

### **North Pole City Police Department “Walkway”**

**North Pole, Alaska**

**Attn: Steve Dutra**

**August, 6 2014**

#### **Work to include:**

- Mobilize materials, tools, and equipment to job site.
- Un-install walk-pads in damaged areas.
- Inspect and repair damaged EPDM.
- Inspect and repair metal roofing at/near leaks.
- Re-install walk-pads.
- Clean work areas and ground.
- Demobilize.

Repair work will be performed as necessary, cost will be on a labor + materials basis. The final invoice will vary from the estimate depending upon the scope of necessary repairs.

**Repair Estimate - \$1100**

125 Snowman Lane  
North Pole, AK 99705  
P: 907-488-8583  
F: 907-488-3002  
C: 907-388-2728  
Email: Kathy@northpolealaska.com

**City of North Pole  
Office of the City Clerk/HR Mgr**

# Memo

**To:** NP Council Members  
**From:** Kathy Weber  
**CC:** Mayor Ward  
**Date:** 8/13/2014  
**Re:** New liquor license application & permit.

---

Attached is the new liquor license and application for Wildeberry, LLC dba Grizzli's – license #5347. Alaska Statute requires that notification be given to each municipality when an establishment renews or applies for a liquor license application & permit.

Memo's are included in your packet that all licenses, water & sewer, and taxes have been paid in full. It is my recommendation that the council make a motion of non-objection to this notification.



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,

**and Economic Development**

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
TDD: 907.465.5437  
Fax: 907.334.2285

August 1, 2014

City of North Pole  
Attn: Kathy Weber  
VIA EMAIL: kathy@northpolealaska.com

**Wildeberry LLC**

**d.b.a. Grizzli's – License #5347**

☒ **New Application**      ☐ **Transfer of Ownership**      ☐ **Transfer of Location**  
☒ **Restaurant Designation Permit**      ☐ **DBA Name Change**

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.



AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e),

and 3 AAC 304.660(e) must be approved by the governing body.



Maxine Andrews  
Business Registration Examiner  
Direct line: 907-269-0358  
Email: maxine.andrews@alaska.gov

# Memo

**To:** North Pole City Council  
**From:** Tricia Fogarty, Accounts Receivable Clerk  
**Date:** 8/13/2014  
**Re:** Application of Liquor License for Grizzly's Pizza

---

The utility account for Grizzly's Pizza is in the name of the owner Robert Hannum, Their account is current and in good standing.

Thank you,

Tricia Fogarty

## Report Criteria:

Customer: Customer number = 554707

5547.07 HANNUM, ROBERT L 211 CROSS WAY

## Account Summary:

Period	Water	W Usq	FRRW	Sewer	S Usq	FRRS	Depos	L Fee	Billings	Billing Adjustments	Payments	Other	Balance
07/31/2013													464.89
08/31/2013	25.00	82.97	7.30	25.00	55.52	7.30	-	-	203.09	-	464.89 -	-	203.09
09/30/2013	25.00	82.95	7.30	25.00	55.51	7.30	-	-	203.06	-	203.09 -	-	203.06
10/31/2013	25.00	79.96	7.04	25.00	53.51	7.04	-	1.78	199.33	-	-	-	402.39
11/30/2013	25.00	63.09	5.55	25.00	42.22	5.55	-	-	166.41	-	404.17 -	-	164.63
12/31/2013	25.00	50.14	4.41	25.00	33.56	4.41	-	-	142.52	-	164.63 -	-	142.52
01/31/2014	25.00	69.07	10.13	25.00	46.22	10.13	-	1.25	186.80	-	-	-	329.32
02/28/2014	25.00	62.37	9.15	25.00	41.74	9.15	-	-	172.41	-	329.32 -	-	172.41
03/31/2014	25.00	124.09	18.20	25.00	83.04	18.20	-	1.51	295.04	-	-	-	467.45
04/30/2014	25.00	112.60	16.51	25.00	75.35	16.51	-	2.57	273.54	-	173.92 -	-	567.07
05/31/2014	25.00	105.33	15.45	25.00	70.49	15.45	-	2.36	259.08	-	297.00 -	-	529.15
06/30/2014	25.00	120.34	17.65	25.00	80.53	17.65	-	-	286.17	-	270.07 -	-	545.25
07/31/2014	25.00	127.01	18.62	25.00	84.99	18.62	-	2.50	301.74	-	259.08 -	-	587.91
08/31/2014	-	-	-	-	-	-	-	-	-	-	291.94 -	-	295.97
Totals:	300.00	1,079.92	137.31	300.00	722.68	137.31	-	11.97	2,689.19	-	2,858.11 -	-	



**North Pole Police Dept.  
125 Snowman Ln.  
North Pole, AK 99705**

**Chief Steve Dutra  
Phone: 907-488-8459  
Fax: 907-488-5299**

August 6, 2014

To: City Clerk Kathy Weber  
North Pole City Council

Re: Liquor License Wild Berry, LLC.

The North Pole Police Department has no documented problems or concerns with Wild Berry, LLC dba Grizzli's liquor license request.

We have no objections to the request.

Thanks

Chief Steve Dutra



# Memo

**To:** Kathy Weber  
**From:** Renee Beckman  
**CC:**  
**Date:** 8/6/2014  
**Re:** Outstanding Sales Tax – Grizzli's Pizza

---

Grizzli's has two outstanding Sales Tax Returns: May 2014 and June 2014



Renee Beckman

# Memo

**To:** Kathy Weber  
**From:** Renee Beckman  
**CC:**  
**Date:** 8/13/2014  
**Re:** Outstanding Sales Tax – Grizzli's Pizza

---

Grizzli's has paid their outstanding Sales Tax for the months of May and June, 2014. They are now current.

Renee Beckman

**CITY OF NORTH POLE**

**ORDINANCE 14-15**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA AMENDING TITLE 4, REVENUE AND FINANCE, CHAPTER 4.25 DESIGNATED FUNDS, AND ADDING SECTION 4.25.080 HEALTH INSURANCE RESERVE FUND**

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

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

**WHEREAS**, the City of North Pole desires to centralize and simplify health care expenses to departments and streamline the budgeting process; and

**WHEREAS**, creation of a health care reserve fund adds fiscal transparency, stability and is fiscally responsible.

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

**Section 1.** This ordinance is of a general and permanent nature and shall be codified.

**Section 2.** Title 4 Revenue and Financing, Chapter 4.25, and adding section 4.25.080 Health insurance reserve fund is amended as follows [new text in *italicized red font*; deleted text in ~~strikethrough font~~]:

***4.25.080 Health insurance reserve fund***

***a.*** A health insurance reserve fund is hereby created. All health insurance claim rebates received shall be appropriated to and deposited in the health insurance reserve fund.

***b.*** The City Council may appropriate additional sums to the fund.

***c.*** Any earnings from investment of monies accumulated in the health insurance reserve fund shall accrue to the health insurance reserve fund.

***d.*** At the end of the year, all unexpended and unencumbered appropriations from the health insurance reserve fund shall be lapsed into that reserve fund.

***e.*** Monies in the health insurance reserve fund shall be available for appropriation and expenditures for health insurance premium increases as recommended by the Mayor and authorized by the City Council.

Section 3. **Effective Date.** This ordinance shall be effective at 5:00 p.m. on the first City business day following its adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



**ORDINANCE NO. 14-16**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND THE 2014 BUDGET TO AUTHORIZE REPAYMENT OF AN  
ALASKA CLEAN WATER FUND LOAN USED TO HELP REPAIR  
AGING TECHITE SEWER MAINS**

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

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the requirements of the City; and

**WHEREAS**, the City borrowed monies from the State of Alaska through an Alaska Clean Water Fund Loan with an annual interest rate is 1.5 percent per year per for a period of 20 years to repair aging Techite sewer mains; and

**WHEREAS**, the total funds borrowed by the City were \$682,735.51 combined with loan forgiveness of \$102,409.74 resulted in a debt to be repaid by the City totaling \$580,325.77; and

**WHEREAS**, the first payment is due October 1, 2014 totaling \$27,428.53 and each of the succeeding 19 payments each totaling \$33,801.50 (See attached Annual Repayment Schedule.).

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of North Pole, Alaska:

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

**Section 2.** Effective date. This ordinance shall become effective at 5:00 PM on the first City business day following adoption.

***PASSED AND APPROVED*** by a duly constituted quorum of the North Pole City Council this 2<sup>nd</sup> day of September, 2014.

---

Bryce Ward, Mayor

ATTEST:

---

Kathryn M. Weber, MMC  
North Pole City Clerk



# City of North Pole, Alaska

**Fiscal Note Year:** 2014

Accompanying Ordinance/Resolution:

Originator / sponsor: Bill Butler

Date: August 12, 2014

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

FUND	Account Description	Account #	Debit	Credit
27	Transfer out (to Fund 02)	27-0000-7091	\$27,428.53	
27	Transfer in - retained earnings	27-00-00-5900		\$27,428.53
02	ACWF Loan #633291	02-00-00-2526	\$27,428.53	
02	Transfer in (from Fund 27)	02-00-00-5901		\$27,428.53

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

Funding to repay the Alaska Clean Water Fund loan #633291 will be paid from the Sewer Reserve Fund's retained earnings. The loan repayment begins on October 1, 2014 and will run through October 1, 2033--20 years. Future loan payments will become part of the Utility Department's annual budget.

**Prepared By:** Bill Butler

**Date:** August 13, 2014

**Finance Approval:** *Lina KGL*

**Date:** 8-13-14

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

**Annual Repayment Schedule**  
**ACWF #633291 Inflow & Infiltration Project**  
**Based upon Level Total Payments**

**Beginning Balance    \$580,325.77**

<b>Payment</b>	<b>Date of Payment</b>	<b>Finance Amount</b>	<b>Principal Amount</b>	<b>Total Payment</b>	<b>Loan Balance</b>
1	10/1/2014	\$2,331.91	\$25,096.61	\$27,428.53	\$555,229.15
2	10/1/2015	\$8,328.44	\$25,473.06	\$33,801.50	\$529,756.09
3	10/1/2016	\$7,946.34	\$25,855.16	\$33,801.50	\$503,900.93
4	10/1/2017	\$7,558.51	\$26,242.99	\$33,801.50	\$477,657.94
5	10/1/2018	\$7,164.87	\$26,636.63	\$33,801.50	\$451,021.31
6	10/1/2019	\$6,765.32	\$27,036.18	\$33,801.50	\$423,985.13
7	10/1/2020	\$6,359.78	\$27,441.72	\$33,801.50	\$396,543.40
8	10/1/2021	\$5,948.15	\$27,853.35	\$33,801.50	\$368,690.05
9	10/1/2022	\$5,530.35	\$28,271.15	\$33,801.50	\$340,418.90
10	10/1/2023	\$5,106.28	\$28,695.22	\$33,801.50	\$311,723.68
11	10/1/2024	\$4,675.86	\$29,125.65	\$33,801.50	\$282,598.04
12	10/1/2025	\$4,238.97	\$29,562.53	\$33,801.50	\$253,035.51
13	10/1/2026	\$3,795.53	\$30,005.97	\$33,801.50	\$223,029.54
14	10/1/2027	\$3,345.44	\$30,456.06	\$33,801.50	\$192,573.48
15	10/1/2028	\$2,888.60	\$30,912.90	\$33,801.50	\$161,660.58
16	10/1/2029	\$2,424.91	\$31,376.59	\$33,801.50	\$130,283.99
17	10/1/2030	\$1,954.26	\$31,847.24	\$33,801.50	\$98,436.75
18	10/1/2031	\$1,476.55	\$32,324.95	\$33,801.50	\$66,111.80
19	10/1/2032	\$991.68	\$32,809.82	\$33,801.50	\$33,301.97
20	10/1/2033	\$499.53	\$33,301.97	\$33,801.50	\$0.00
<b>TOTAL REPAYMENT</b>		<b>\$89,331.28</b>	<b>\$580,325.77</b>	<b>\$669,657.05</b>	

125 Snowman Ln  
North Pole AK  
99705  
(O) 907-488-8584  
(M) 907-888-4444

**City of North Pole  
Office of the Mayor**

# Memo

**To: City Council**  
**From: Mayor Bryce Ward**  
**CC: Kathy Weber**  
**Date: 8/12/2014**  
**Re: Legislative Grant Approval**

---

It is my pleasure to present the legislative grant awards appropriated by the 28<sup>th</sup> Alaska Legislature for the City of North Pole. The City of North Pole was fortunate to have all of its request/needs met by the legislature. Special thanks to our legislators for allowing the City to move forward with these important projects.

The City of North Pole, through Resolution 13-21, requested monies for Strategic Planning, a skid steer loader for Public Works, to redesign City Hall, a mixing zone compliance for North Pole Utilities, and a de-watering study in the sulfolane plume. The City has also agreed to match all general fund grants with a 10% match of our own funding.

Funding was not appropriated for the de-watering study in the sulfolane plume because ADEC (Alaska Department of Environmental Conservation) has agreed to do the study. ADEC is in the final stages of developing a BMP (Best Management Practices) for de-watering in the sulfolane plume.

**CITY OF NORTH POLE**

**ORDINANCE 14-17**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA  
ADOPTING LEGISLATIVE GRANTS AWARDED TO THE CITY OF  
NORTH POLE IN 2014 AND APPROVING THEM IN THE 2014 CITY OF  
NORTH POLE BUDGET**

**WHEREAS**, The City of North Pole approved Resolution 13-21 requesting certain projects be funded in the legislatures upcoming capital budget; and

**WHEREAS**, the City of North Pole has received appropriations in the state budget for some of the requested projects; and

**WHEREAS**, The City of North Pole desires to finalize all agreements with the state of Alaska; and

**WHEREAS**, The City of North Pole is prepared to execute all grant agreements in accordance with the rules and regulations set forth by the State of Alaska,

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

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

**Section 2.** The following chart is a summary of proposed amendments and the approval of legislative grants, authorizing up to the full amount of each grant:

<b>FUND-DEPT. TITLE</b>	<b>ACCT DESCRIPTION</b>	<b>ACCOUNT #</b>	<b>DEBIT</b>	<b>CREDIT</b>
<b>31</b>	<b>Revenue Re-design City Hall</b>	<b>31-18-00-5001</b>		<b>300,000</b>
<b>31</b>	<b>Expense Re-design City Hall</b>	<b>31-18-00-7001</b>	<b>300,000</b>	
<b>31</b>	<b>Revenue PW Skid Steer</b>	<b>31-19-00-5001</b>		<b>72,000</b>
<b>31</b>	<b>Expense PW Skid Steer</b>	<b>31-19-00-7001</b>	<b>72,000</b>	
<b>31</b>	<b>Revenue Strategic Planning</b>	<b>31-23-00-5001</b>		<b>151,000</b>
<b>31</b>	<b>Expense Strategic Planning</b>	<b>31-23-00-7001</b>	<b>151,000</b>	
<b>03</b>	<b>Revenue Mixing Zone Comp</b>	<b>03-73-00-5001</b>		<b>500,000</b>
<b>03</b>	<b>Expense Mixing Zone Comp</b>	<b>03-73-00-7001</b>	<b>500,000</b>	
<b>53</b>	<b>Expense PW Fleet (Match)</b>	<b>53-00-00-7001</b>	<b>6,675</b>	
<b>53</b>	<b>Transfer to Fund Balance</b>	<b>53-00-00-7901</b>		<b>6,675</b>



**Section 3.** Effective date. This ordinance shall become effective upon adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
2<sup>nd</sup> day of September, 2014.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

**PASSED/FAILED**

Yes:

No:

Absent:



# City of North Pole, Alaska

**Fiscal Note Year:** 2014

Accompanying Ordinance/Resolution #: Ordinance 14-17

Originator / Sponsor Name: Mayor Bryce Ward

Date: 8-12-14

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

Fund- Dept. Title	Account Description	Account #	Debit	Credit
31	Revenue Redesign CH	31-18-00-5001		300,000
31	Expense Redesign CH	31-18-00-7001	300,000	
31	Revenue PW Skid Steer	31-19-00-5001		72,000
31	Expense PW Skid Steer	31-19-00-7001	72,000	
31	Revenue Strategic Planning	31-23-00-5001		151,000
31	Expense Strategic Planning	31-23-00-7001	151,000	
03	Revenue Mixing Zone Comp	03-73-00-5001		500,000
03	Expense Mixing Zone Comp	03-73-00-7001	500,000	
53	Expense PW Fleet (Match)	53-00-00-7001	6,675	
53	Transfer to Fund Balance	53-00-00-7901		6,675

**Summary:** (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).  
Approval of Legislative Grants, authorizing up to the full amount of each grant.

**Prepared By:** Bryce Ward **Date:** 8-12-14

**Finance Approval:**  **Date:** 8.12.14

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





THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

**Department of Commerce, Community,  
and Economic Development**

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

211 Cushman Street  
Fairbanks, Alaska 99701-4639  
Main: 907.451.2731  
TDD: 907.465.5437  
Fax: 907.451.2742

August 1, 2014

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

RE: Designated Legislative Grant Amendment #1/Close-out

Dear Mayor Ward:

The grant listed below has been officially closed. The unexpended balance has been reappropriated per the amendment.

Grant #: **14-DC-111**

Project Title: **International Federation of Sleddog Sports World Championship Hosting Costs**

Grant Close-Out Date: **June 30, 2014**

Please place the enclosed amendment and this closeout letter in your grant file and retain your files for a period of at **least six years**. If you have any questions, please contact Caitlin Frye via phone at (907) 451-2717 or email [caitlin.frye@alaska.gov](mailto:caitlin.frye@alaska.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Judy Haymaker".

Judy Haymaker  
Grants Administrator

Enclosure

## DESIGNATED LEGISLATIVE GRANT AGREEMENT AMENDMENT

Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs

Grantee: <b>City of North Pole</b>	Grant Agreement Number: <b>14-DC-111</b>	AR: <b>9548</b>
Grant Project Title: <b>International Federation of Sleddog Sports World Championship Hosting Costs</b>	Effective Date: <b>June 30, 2014</b>	EN: <b>840457</b>

### Amendment # 1

Effective the date shown above this grant is hereby amended as follows:

1. The unexpended and unobligated balance as reflected on the certified Financial/Progress Report ending June 30, 2014, in the amount of **\$80,000.00** has been reappropriated per SLA 2014, Senate Bill 119, Chapter 18, Section 1, Page 119 and Line 18 to the **City of North Pole** for the purpose of **preparing a comprehensive strategic community plan, for the FYs ending 6/30/15 and 6/30/16.**

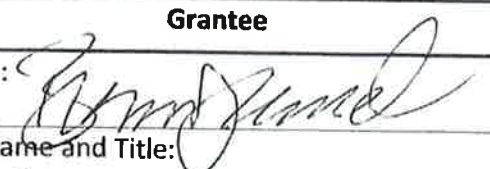
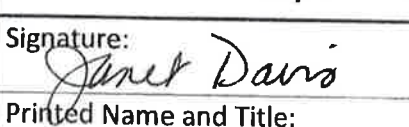
2. This appropriation is reduced by **\$80,000** for a new total of **\$00.00** as reflected below:

Cost Category:	Current Budget:	Modification:	Revised Budget:
Project Funds:	\$80,000.00	\$(80,000.00)	\$0.00
Administration:	\$0.00	\$0.00	\$0.00
TOTAL:	\$80,000.00	\$(80,000.00)	\$0.00

3. The grant is closed effective June 30, 2014.

All other terms and conditions of the grant agreement remain in full force and effect.

**GRANTEE COPY**

Grantee	Department
Signature: 	Signature: 
Printed Name and Title: Bryce Ward, Mayor	Printed Name and Title: Pauletta Bourne, Grants Administrator III
Date: 7/21/14	Date: 7/31/14





DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number <b>15-DC-114</b>	Vendor Number CNP84676	Amount of State Funds <b>\$500,000.00</b>	
Encumbrance Number/AR/Lapse Date / 10013 / 06/30/2019		Project Title <b>Mixing Zone Compliance Plan</b>	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of North Pole		Name Caitlin Fryc	
Street/PO Box 125 Snowman Lane		Title Grant Administrator I	
City/State/Zip North Pole, Alaska 99705		Street/PO Box 211 Cushman Street	
Contact Person Bryce Ward, Mayor		City/State/Zip Fairbanks, Alaska 99701	
Phone (907) 488-2281	Fax (907) 488-3002	Phone (907) 451-2717	Fax (907) 451-2742
Email bryce.ward@northpolealaska.org		Email caitlin.frye@alaska.gov	

**AGREEMENT**

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and the **City of North Pole** (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$500,000.00**.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this Agreement begins **July 1, 2014** and shall be completed no later than **June 30, 2019**.

**Section IV.** The Agreement consists of this page and the following:

**ATTACHMENTS**

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Management
  4. Reporting
- Attachment B: Payment Method
- Attachment C: Standard Provisions

**AMENDMENTS**

Any fully executed amendments to this Agreement

**APPENDIX**

Appendix A: State Laws and Regulations

<b>Grantee</b>	<b>Department</b>
Signature	Signature
Printed Name and Title Bryce Ward, Mayor	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$500,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 14, and Line 27] is to provide funding to the City of North Pole for use towards the Mixing Zone Compliance Plan. The objective of this project is to identify solutions that will allow the City of North Pole to become compliant with its Alaska Pollutant Discharge Elimination System permit requirements regarding its sewer effluent discharge.

This project may include, but is not limited to:

- Engineering, wastewater, and legal consulting
- Equipment, supplies, and freight
- Program support including testing, surveying, drilling, and site preparation
- Administration

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Grant Funds
Project Funds	\$450,000.00
Administration	\$50,000.00
<b>Total Grant Funds</b>	<b>\$500,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent

revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## **Attachment B**

### **Payment Method**

#### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

#### **2. Advance Payment**

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

#### **3. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

## **Attachment C**

### **Standard Provisions**

#### **Article 1. Definition**

"Department" refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

#### **Article 2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

#### **Article 3. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

#### **Article 4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

#### **Article 5. Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

#### **Article 6. Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.



**Article 7. Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8. Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

**Article 10. Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11. Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13. Obligations Regarding Third-Party Relationships**

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 14. Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

**Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

**Article 19. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

**Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

**Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

**Article 28. Governing law**

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

**Article 30. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

**Article 32. Operation and Maintenance**

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

**Article 33. Assurance**

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

**Article 34. Current Prevailing Rates of Wage**

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

**Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.



## **Appendix A**

### **State Laws and Regulations and Permits**

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

#### **Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)**

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

#### **Restriction on Use—AS 37.05.321**

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

#### **Hiring Preferences—AS 36.10**

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

#### **Historic Preservation Act—AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection—AS 18.70**

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

### **Permits and Environmental Procedures**

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number <b>15-DC-115</b>	Vendor Number CNP84676	Amount of State Funds <b>\$72,000.00</b>	
Encumbrance Number/AR/Lapse Date / 10014 / 06/30/2019		Project Title <b>Public Works Skid Steer Loader</b>	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of North Pole		Name Caitlin Frye	
Street/PO Box 125 Snowman Lane		Title Grant Administrator I	
City/State/Zip North Pole, Alaska 99705		Street/PO Box 211 Cushman Street	
Contact Person Bryce Ward, Mayor		City/State/Zip Fairbanks, Alaska 99701	
Phone (907) 488-2281	Fax (907) 488-3002	Phone (907) 451-2717	Fax (907) 451-2742
Email bryce.ward@northpolealaska.org		Email caitlin.frye@alaska.gov	

**AGREEMENT**

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and the **City of North Pole** (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$72,000.00**.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this Agreement begins **July 1, 2014** and shall be completed no later than **June 30, 2019**.

**Section IV.** The Agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Management
  4. Reporting
- Attachment B: Payment Method
- Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

<b>Grantee</b>	<b>Department</b>
Signature	Signature
Printed Name and Title Bryce Ward, Mayor	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$72,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 14, and Line 29] is to provide funding to the City of North Pole for use towards Public Works Skid Steer Loader. The objective of this project is to purchase a skid steer loader or equivalent equipment and attachments.

This project may include, but is not limited to:

- Skid steer loader or equivalent equipment
- Attachments including snow plow blades, snow blower, street sweeper, sweeper brushes, and loader forks
- Shipping and freight
- Administration

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Grant Funds
Project Funds	\$68,400.00
Administration	\$3,600.00
<b>Total Grant Funds</b>	<b>\$72,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent

revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## **Attachment B**

### **Payment Method**

#### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

#### **2. Advance Payment**

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

#### **3. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.



## **Attachment C**

### **Standard Provisions**

#### **Article 1. Definition**

"Department" refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

#### **Article 2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

#### **Article 3. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

#### **Article 4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

#### **Article 5. Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

#### **Article 6. Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

**Article 7. Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8. Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

**Article 10. Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11. Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13. Obligations Regarding Third-Party Relationships**

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 14. Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

**Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

**Article 19. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

**Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

**Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

**Article 28. Governing law**

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

**Article 30. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

**Article 32. Operation and Maintenance**

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

**Article 33. Assurance**

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

**Article 34. Current Prevailing Rates of Wage**

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

**Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.



- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

## **Appendix A**

### **State Laws and Regulations and Permits**

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

#### **Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)**

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

#### **Restriction on Use—AS 37.05.321**

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

#### **Hiring Preferences—AS 36.10**

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

#### **Historic Preservation Act—AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection—AS 18.70**

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

### **Permits and Environmental Procedures**

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number <b>15-DC-116</b>	Vendor Number CNP84676	Amount of State Funds <b>\$300,000.00</b>	
Encumbrance Number/AR/Lapse Date / 10015 / 06/30/2019		Project Title <b>Redesign of City Hall and Police Station</b>	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of North Pole		Name Caitlin Frye	
Street/PO Box 125 Snowman Lane		Title Grant Administrator I	
City/State/Zip North Pole, Alaska 99705		Street/PO Box 211 Cushman Street	
Contact Person Bryce Ward, Mayor		City/State/Zip Fairbanks, Alaska 99701	
Phone (907) 488-2281	Fax (907) 488-3002	Phone (907) 451-2717	Fax (907) 451-2742
Email bryce.ward@northpolealaska.org		Email caitlin.frye@alaska.gov	

**AGREEMENT**

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and the **City of North Pole** (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$300,000.00**.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this Agreement begins **July 1, 2014** and shall be completed no later than **June 30, 2019**.

**Section IV.** The Agreement consists of this page and the following:

ATTACHMENTS

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Management
  4. Reporting
- Attachment B: Payment Method
- Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

<b>Grantee</b>	<b>Department</b>
Signature	Signature
Printed Name and Title Bryce Ward, Mayor	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$300,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 14, and Line 31] is to provide funding to the City of North Pole for use towards Redesign of City Hall and Police Station. The objective of this project is to develop a complete architectural plan for the redesign of the City Hall and Police Station.

This project may include, but is not limited to:

- Design and engineering services
- Administration

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Grant Funds
Project Funds	\$270,000.00
Administration	\$30,000.00
<b>Total Grant Funds</b>	<b>\$300,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.



## **Attachment B**

### **Payment Method**

#### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

#### **2. Advance Payment**

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

#### **3. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.

## **Attachment C**

### **Standard Provisions**

#### **Article 1. Definition**

"Department" refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

#### **Article 2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

#### **Article 3. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

#### **Article 4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

#### **Article 5. Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

#### **Article 6. Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

**Article 7. Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8. Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

**Article 10. Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11. Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13. Obligations Regarding Third-Party Relationships**

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 14. Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

**Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

**Article 19. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

**Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

**Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

**Article 28. Governing law**

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

**Article 30. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

If the Grantee is a non-profit corporation that dissolves, the assets and liabilities from the grant project are to be distributed according to statutory law, AS 10.20.290-10.20.452.

**Article 32. Operation and Maintenance**

Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

**Article 33. Assurance**

The Grantee shall spend monies awarded under this grant only for the purposes specified in this Grant Agreement.

**Article 34. Current Prevailing Rates of Wage**

Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

**Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.



- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.

## **Appendix A**

### **State Laws and Regulations and Permits**

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

#### **Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)**

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

#### **Restriction on Use—AS 37.05.321**

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section "influencing legislative action" means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

#### **Hiring Preferences—AS 36.10**

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 - 36.10.175 for employment generated by the grant.

#### **Historic Preservation Act—AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection—AS 18.70**

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

#### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

#### **Permits and Environmental Procedures**

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT  
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number <b>15-DC-117</b>	Vendor Number CNP84676	Amount of State Funds <b>\$71,000.00</b>	
Encumbrance Number/AR/Lapse Date / 10016 / 06/30/2019		Project Title <b>Strategic Community Plan</b>	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of North Pole		Name Caitlin Fryc	
Street/PO Box 125 Snowman Lane		Title Grant Administrator I	
City/State/Zip North Pole, Alaska 99705		Street/PO Box 211 Cushman Street	
Contact Person Bryce Ward, Mayor		City/State/Zip Fairbanks, Alaska 99701	
Phone (907) 488-2281	Fax (907) 488-3002	Phone (907) 451-2717	Fax (907) 451-2742
Email bryce.ward@northpolealaska.org		Email caitlin.fryc@alaska.gov	

**AGREEMENT**

The Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter 'Department') and the **City of North Pole** (hereinafter 'Grantee') agree as set forth herein.

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed **\$71,000.00**.

**Section II.** The Grantee shall perform all of the work required by this Agreement.

**Section III.** The work to be performed under this Agreement begins **July 1, 2014** and shall be completed no later than **June 30, 2019**.

**Section IV.** The Agreement consists of this page and the following:

**ATTACHMENTS**

- Attachment A: Scope of Work
1. Project Description
  2. Project Budget
  3. Project Management
  4. Reporting
- Attachment B: Payment Method
- Attachment C: Standard Provisions

**AMENDMENTS**

Any fully executed amendments to this Agreement

**APPENDIX**

Appendix A: State Laws and Regulations

<b>Grantee</b>	<b>Department</b>
Signature	Signature
Printed Name and Title Bryce Ward, Mayor	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

Reviewed by: \_\_\_\_\_

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$71,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 14, and Line 33] is to provide funding to the City of North Pole for use towards Strategic Community Plan. The objective of this project is to engage in a community-wide strategic planning initiative to identify goals for the development of the City of North Pole.

This project may include, but is not limited to:

- Contractual third-party facilitator services
- Marketing and promotion
- Administration

No more than five percent (5%) of the total grant award may be reimbursed for Administrative expenses for projects involving equipment purchase or repairs and no more than ten percent (10%) of the total grant award may be reimbursed for Administrative expenses for all other projects. To be reimbursed for eligible administrative costs, expenses must be reported on the Designated Legislative Grant Financial/Progress Report form.

### 2. Project Budget

Cost Category	Grant Funds
Project Funds	\$63,900.00
Administration	\$7,100.00
<b>Total Grant Funds</b>	<b>\$71,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent

revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## **Attachment B**

### **Payment Method**

#### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

#### **2. Advance Payment**

In most instances, the Department will make payment to a Grantee on a cost reimbursable basis. If cost reimbursement significantly inhibits the Grantee's ability to implement the project, the Department may advance to the Grantee an amount not to exceed a projected thirty (30) day cash need, or twenty percent (20%) of the amount in Section I, whichever is less.

Before the Department will issue an advance, the Grantee must submit a "Request for Advance Payment" form along with documentation of costs associated with the advance. The "Request for Advance Payment" form can be obtained from the Department electronically or in hard copy.

All advances will be recovered with the Grantee's next Financial/Progress Report form. Should earned payments during the terms of this Grant Agreement be insufficient to recover the full amount of the advance, the Grantee will repay the unrecovered amount to the Department when requested to do so by the Department, or at termination of the Grant Agreement.

#### **3. Withholding of Ten Percent (10%)**

The Department may withhold ten percent (10%) of the amount in Section I until the Department determines that the Grantee has satisfactorily completed the terms of this Grant Agreement, including all required reporting of the project.



## **Attachment C**

### **Standard Provisions**

#### **Article 1. Definition**

"Department" refers to the Department of Commerce, Community, and Economic Development with the State of Alaska.

#### **Article 2. Indemnification**

It is understood and agreed that this Grant Agreement is solely for the benefit of the parties to the Grant Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of the Grant Agreement.

The Grantee, its successors and assigns, will protect, save, and hold harmless the Department and the State of Alaska and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the Grantee, its subcontractors, assigns, agents, contractors, licenses, invitees, employees, or any person whomever arising out of or in connection with any acts or activities authorized by this Grant Agreement. The Grantee further agrees to defend the Department and the State of Alaska and their authorized agents and employees in any litigation, including payment of any costs or attorney's fees for any claims or actions commenced thereon arising out of or in connection with acts or activities authorized by this Grant Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Department of the State of Alaska or their authorized agents or employees, provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Department and the State of Alaska and their agents or employees, and (b) the Grantee, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee, or Grantee's agents or employees.

#### **Article 3. Legal Authority**

The Grantee certifies that it possesses legal authority to accept grant funds under the State of Alaska and to execute the project described in this Grant Agreement by signing the Grant Agreement document. The Grantee's relation to the Department and the State of Alaska shall be at all times as an independent Grantee.

#### **Article 4. Waivers**

No conditions or provisions of this Grant Agreement can be waived unless approved by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Grant Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

#### **Article 5. Access to Records**

The Department and duly authorized officials of the State of Alaska shall have full access and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of the Grantee, and of persons or organizations with which the Grantee may contract, involving transactions related to the project and this Grant Agreement.

#### **Article 6. Reports**

The Grantee, at such times and in such forms as the Department may require, shall furnish the Department with such periodic reports as it may request pertaining to the activities undertaken pursuant to this Grant Agreement, including the final close-out report, the costs and obligations incurred in connection therewith, and any other matters covered by this Grant Agreement.

**Article 7. Retention of Records**

The Grantee shall retain financial and other records relating to the performance of this Grant Agreement for a period of six years from the date when the final financial status report is submitted to the Department, or until final resolution of any audit findings, claims, or litigation related to the grant.

**Article 8. Assignability**

The Grantee shall not assign any interest in this Grant Agreement and shall not transfer any interest in the same (whether by assignment or novation).

**Article 9. Financial Management and Accounting**

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

**Article 10. Program Income**

Program income earned during the award period shall be retained by the Grantee and added to the funds committed to the award and used for the purpose and under the conditions applicable to the use of award funds.

**Article 11. Amendments and Modifications**

The Grantee or the Department may request an amendment or modification of this Grant Agreement. However, such amendment or modification shall not take effect until approved, in writing, by the Department and the Grantee.

**Article 12. Recordkeeping**

The Grantee agrees to keep such records as the Department may require. Such records will include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. They will also include information pertaining to project performance and efforts to comply with the provisions of the Grant Agreement.

**Article 13. Obligations Regarding Third-Party Relationships**

None of the Work specified in this Grant Agreement shall be contracted by the Grantee without prior approval of the Department. No permission for subcontracting shall create, between the Department or the State of Alaska and the subcontractor, any contract or any relationship.

The Grantee shall remain fully obligated under the provisions of this Grant Agreement notwithstanding its designation of any third party or parties of the undertaking of all or any part of the project described herein. Any subcontractor that is not the Grantee shall be required by the Grantee to comply with all the provisions of this Grant Agreement.

The Grantee shall bind all subcontractors to each and every applicable Grant Agreement provision. Each subcontract for work to be performed with funds granted under this Grant Agreement shall specifically include a provision that the Department and the State of Alaska are not liable for damages or claims from damages arising from any subcontractor's performance or activities under the terms of the subcontracts.

**Article 14. Conflict of Interest**

No officer or employee of the Department; no member, officer, or employee of the Grantee or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Grant Agreement.

The Grantee shall incorporate, or cause to incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this provision.

**Article 15. Political Activity**

No portion of the funds provided hereinunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**Article 16. Notices**

The Grantee shall comply with all public notices or notices to individuals required by applicable state and federal laws and shall maintain a record of this compliance.

**Article 17. Prohibition Against Payment of Bonus or Commission**

The assistance provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval or concurrence under this contract provided, however, that reasonable fees of bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

**Article 18. Termination by Mutual Agreement**

This Grant Agreement may be terminated, in whole or in part, prior to the completion of contract project activities when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department will determine whether an environmental review of the cancellation is required under State and/or Federal law. The parties must agree on the termination conditions, including effective date and the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination.

**Article 19. Termination for Cause**

If the Grantee fails to comply with the terms of this Grant Agreement, or fails to use the grant for only those purposes set forth herein, the Department may take the following actions:

- A. Suspension – After notice in writing by certified mail to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate. Response must be received within fifteen (15) days of receipt of the written notice.
- B. Termination – Terminate the grant in whole or in part, at any time before the final grant payment is made. The Department shall promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Department shall be in accordance with the legal rights and liabilities of the parties.

**Article 20. Withdrawal of Funds**

In the event funding from the state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, the Department may terminate the agreement, reduce funding, or re-negotiate subject to those new funding limitations and conditions. A termination under this article shall be implemented under the same conditions as a termination under Article 19 of this Attachment.

**Article 21. Recovery of Funds**

In the event of a default or violation of the terms of the Grant Agreement by the Grantee, the Department may institute actions to recover all or part of the project funds paid to the Grantee. Repayment by the Grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand.

All remedies conferred on the Department by this agreement or any other instrument or agreement are cumulative, not exclusive, and may be exercised concurrently or consecutively at the Department's option.

**Article 22. Disputes**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement that is not disposed of by mutual agreement shall be decided by the Department, which shall reduce its decision to writing and mail, or otherwise furnish a copy thereof, to the Grantee. The decision of the Department shall be final and conclusive.

This "Disputes" clause does not preclude the consideration of questions of law in connection with the decision provided for in the preceding paragraph provided that nothing in the Grant Agreement shall be construed as making final the decisions of any administrative official, representative, or board on a question of law.

**Article 23. Jurisdiction**

This Grant Agreement shall be governed by the laws and statutes of the State of Alaska. The venue of any suit hereunder may be in the Superior Court for the First Judicial District, Juneau, Alaska.

**Article 24. Ownership of Project/Capital Facilities**

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Grant Agreement and, by this grant of funds, does not and will not acquire any ownership interest or title to such property of the Grantee. The Grantee shall assume all liabilities arising from the ownership and operation of the project and agrees to hold the Department and the State of Alaska harmless from any and all causes of action arising from the ownership and operation of the project.

**Article 25. Site Control**

If the grant project involves the occupancy and use of real property, the Grantee assures that it has the legal right to occupy and use such real property for the purposes of the grant, and further that there is legal access to such property.

As a minimum requirement, the Grantee should obtain a "sufficient interest" that allows the Grantee the right to use and occupy the site for the expected useful life of the building, structure or other improvement. Generally, the interest obtained should be for at least 20 years. A sufficient interest depends upon the nature of the project and the land status of the site.

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant Agreement, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

- D. Professional Liability Insurance covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the performance of this contract which result in financial loss to the State. Limits required are per the following schedule:

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

In the event that the Grantee subcontracts for engineering services, the Grantee will require that the engineering firm certify that it is authorized to do business in the State of Alaska. In the event that the engineering firm is also the project administrator, the Grantee shall require that the bond or insurance shall be for not less than the amount of the entire project.

**Article 28. Governing law**

This Grant Agreement is governed by the laws of the State of Alaska. The Grantee shall perform all aspects of this project in compliance with the appropriate laws and regulations. It is the responsibility of the Grantee to ensure that all permits required for the construction and operation of this project by the Federal, State, or Local governments have been obtained.

**Article 29. Budget Flexibility**

Notwithstanding the provisions of Article 11, Attachment C, the Grantee may revise the project budget in Attachment A without a formal amendment to this agreement. Such revisions are limited within each line item to a maximum of ten percent (10%) of the line item or \$10,000, whichever is less, over the entire term of this agreement. Such budget revisions shall be limited to changes to existing budget line items. Budget revisions may not be used to increase any budget item for project administrative expenses. Changes to the budget beyond the limits authorized by this provision may only be made by a formal amendment to this agreement.

**Article 30. Equal Employment Opportunity (EEO)**

The Grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Grantee shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

The Grantee shall state, in all solicitations or advertisements for employees to work on state funded projects, that it is an equal opportunity employer (EEO) and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

The Grantee agrees that the project to which this Grant Agreement relates shall be dedicated to public purposes for its useful life. The benefits of the project shall be made available without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood.

If the Grantee is a non-municipal entity and if monies appropriated under this grant constitute the sole or principal funding source for the acquisition of equipment or facilities, the Grantee agrees that in the event a municipal corporation is formed which possesses the power and jurisdiction to provide for such equipment or facilities, the Grantee shall offer, without compensation, to transfer ownership of such equipment or facilities to the municipal corporation.

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Throughout the life of the project, the Grantee shall be responsible for the operation and maintenance of any facility, equipment, or other items acquired under this grant.

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Certain grant projects are constrained by the provisions of AS 36. PUBLIC CONTRACTS. To the extent that such provisions apply to the project which is the subject of this Grant Agreement, the Grantee shall pay the current prevailing rates of wage to employees as required by AS 36.05.010. The Grantee also shall require any contractor to pay the current prevailing rates of wage as required by AS 36.05.010.

**Article 35. Severability**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the contract agreement which can be given effect without the invalid provision.

**Article 36. Performance**

The Department's failure to insist upon the strict performance of any provision of the Grant Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any rights under this Grant Agreement.

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

The Department will advise the Grantee to initiate close-out procedures when the Department determines, in consultation with the Grantee, that there are no impediments to close-out and that the following criteria have been met or soon will be met:

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) prohibits discrimination against persons with disabilities. Title I of the ADA prohibits discrimination against persons with disabilities in employment and provides that a reasonable accommodation be provided for applicants and employees. Title II of the Act prohibits public agencies from discriminating against individuals with disabilities in the provision of services, programs, or activities. Reasonable accommodation must be made to ensure or allow access to all services, programs, or activities. This section of the Act includes physical access to public facilities and requires that public entities must, if necessary, make modifications to their facilities to remove physical barriers to ensure access by persons with disabilities. All new construction must also be accessible to persons with disabilities. A public entity's subgrantees or contractors must also comply with the ADA provisions. Grantees are responsible for assuring their compliance with the ADA.



## **Appendix A**

### **State Laws and Regulations and Permits**

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

#### **Municipality Public Facility Operations and Maintenance—AS 37.05.315(c)**

In accepting a grant under AS 37.05.315 for construction of a public facility, a municipality covenants with the State that it will operate and maintain the facility for the practical life of the facility and that the municipality will not look to the State to operate or maintain the facility or pay for its operation or maintenance. This requirement does not apply to a grant for repair or improvement of an existing facility operated or maintained by the State at the time the grant is accepted if the repair or improvement for which the grant is made will not substantially increase the operating or maintenance costs to the State.

#### **Restriction on Use—AS 37.05.321**

A grant or earnings from a grant under AS 37.05.315 - 37.05.317 may not be used for the purpose of influencing legislative action. In this section “influencing legislative action” means promoting, advocating, supporting, modifying, opposing, or delaying or seeking to do the same with respect to any legislative action but does not include the provision or use of information, statistics, studies, or analyses in written or oral form or format. A grant or earnings from a grant made under AS 37.05.315 - 37.05.317 may not be used for purposes of travel in connection with influencing legislative action unless pursuant to a specific request from a legislator or legislative committee.

#### **Hiring Preferences—AS 36.10**

This chapter of the Alaska Statutes applies to grants for public works projects and requires compliance with the hiring preferences under AS 36.10.150 – 36.10.175 for employment generated by the grant.

#### **Historic Preservation Act—AS 41.35**

This chapter of the Alaska Statutes applies to public construction of any nature undertaken by the State, or by a governmental agency of the State, or by a private person under contract with or licensed by the State or a governmental agency of the State. The Department of Natural Resources must be notified if the construction is planned for an archaeological site. The Department of Natural Resources may stop the construction to determine the extent of the historic, prehistoric, or archaeological values.

#### **Fire Protection—AS 18.70**

This chapter of the Alaska Statutes requires the Alaska Department of Public Safety (the State Fire Marshal) to adopt regulations (currently in the form of Uniform Fire Code, as amended) establishing minimum standards for:

1. Fire detection and suppression equipment;
2. Fire and life safety criteria in commercial, industrial, business, institutional, or other public buildings used for residential purposes containing four or more dwelling units;
3. Any activity in which combustible or explosive materials are stored or handled in commercial quantities;
4. Conditions or activities carried on outside a building described in (2) or (3) likely to cause injury to persons or property.

#### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

#### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

#### **Permits and Environmental Procedures**

The Alaska Department of Environmental Conservation (ADEC) regulates all activities in Alaska that might pollute the air, water or soil. There are dozens of ADEC permits related to constructing and operating public buildings. The law requires the following permits, including others designated by the commissioner. The following list is not intended to be all-inclusive.

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

211 Cushman Street  
Fairbanks, Alaska 99701-4639  
Main: 907.451.2717  
TDD: 907.465.5437  
Fax: 907.451.2742

July 23, 2014

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

**RE: 2015 Designated Legislative Grant Agreements**

Dear Mayor Ward:

Enclosed you will find four grant agreements between the City of North Pole and the Department of Commerce, Community and Economic Development. Listed below are the projects and award amounts:

Grant Number	Project Name	Award Amount
15-DC-114	Mixing Zone Compliance Plan	\$500,000.00
15-DC-115	Public Works Skid Steer Loader	\$72,000.00
15-DC-116	Redesign of City Hall and Police Station	\$300,000.00
15-DC-117	Strategic Community Plan	\$71,000.00

In order to receive grant funds, a grant agreement must be executed for each award. Please carefully review the agreements, sign, date, and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, fully executed copies will be sent to you for your files.

If you have any additional questions, please contact me via phone at (907) 451-2717 or email [caitlin.frye@alaska.gov](mailto:caitlin.frye@alaska.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Caitlin Frye".

Caitlin Frye  
Grant Administrator I

Enclosures



# City of North Pole

125 Snowman Lane • North Pole, Alaska 99705 • Tel. 907.488.2281 • Fax 907.488.3002

## Application for Street Excavation and Work within the Public Rights-of-Way and Easements Security Bond Required

See reverse side for Notes and Security requirements

### Official Use Only

Permit # \_\_\_\_\_

Date received: \_\_\_\_\_

Official receiving: \_\_\_\_\_

### 1. Job location (if multiple locations, attach comprehensive list and map indicating excavation locations)

Street address: \_\_\_\_\_

### 2. Work

#### A. Purpose

- ☐ Natural Gas
- ☐ Electric
- ☐ Telephone
- ☐ Fiber Optic
- ☐ Cable TV
- ☐ Water system extension
- ☐ Sewer system extension
- ☐ Other: \_\_\_\_\_

#### B. Work location(s)

- ☐ Street
- ☐ Driveway
- ☐ Sidewalk
- ☐ City Right-of-Way
- ☐ Alley
- ☐ Private property\*
- ☐ City easement
- ☐ Other: \_\_\_\_\_

#### C. Method of Installation

- ☐ Trench
- ☐ Open Cut
- ☐ Plow
- ☐ Directional Bore
- ☐ Jack & Bore
- ☐ Tunnel
- ☐ Other: \_\_\_\_\_

### 3. Description of Work and/or Special Circumstances (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 4. Contractor Information

Name:	Address (city, state & ZIP)	
Email:		
Phone:		
Cell:		
Email:		
Professional License #	State Business License #	North Pole Business License #

### 5. Authorized Representative Information (if different than contractor)

Name:	Address (city, state & ZIP)
Email:	
Phone:	
Cell:	
Email:	

\* If work will spillover on to private property, must provide documentation of authorization from private property owner with application.

6. Security Bond: Due before permit is issued or excavation can begin		
Type of Work	Square feet of project	Total
Road, unpaved; \$75/square foot (\$1,000 minimum)	sq. ft.	\$
Road, paved; \$150/square foot (\$5,000 minimum)	sq. ft.	\$
Sidewalk, unpaved: \$25/square foot (\$500 minimum)	sq. ft.	\$
Sidewalk, paved: \$75/square foot (\$2,000 minimum)	sq. ft.	\$
Alley; \$50/square foot (\$1,000 minimum)	sq. ft.	\$
Right-of-Way or Easement: \$50/square foot (\$1,000 minimum)	sq. ft.	\$
Total		\$

7. Schedule: If work will occur over an extended period and/or at multiple locations, attached work schedule that identifies schedule by site	
Proposed date to begin work	
Proposed date work will end	
Proposed date site restoration will be completed	

### Notification

All street excavations and subsequent restoration of a public facility must conform to the appropriate City regulation(s) *Service Line Requirements for Water and Wastewater, Utility Standards of Construction, Design Guidelines for Streets and Drainage, Right-of Way Permit Application and Specifications Manual*, City of North Pole Municipal Code and the Alaska Department of Transportation and Public Facilities highway construction standards and OSHA requirements.

### Storm Water Permits

Private projects disturbing a combined one acre or more must also obtain a Storm Water Permit. Public projects occurring within the City limits that disturb a combined one acre or more must also obtain a Storm Water Permit from the Alaska Department of Environmental Conservation.

### Certification

By signing the permit application below, I hereby certify that I have read and examined this application, the appropriate City regulation(s)--*Service Line Requirements for Water and Wastewater, Utility Standards of Construction, Design Guidelines for Streets and Drainage, Right-of Way Permit Application and Specifications Manual*. In addition, the work to be performed shall meet the requirements of these guidelines and specifications as applicable. Further, I certify that all information provided in the permit application and attachments to the application to be true and correct to the best of my knowledge. All provisions of laws and ordinances governing this type of work will be complied with, whether specified herein or not.

\_\_\_\_\_  
Name of authorized agent (please print)

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Date

CITY OF NORTH POLE  
COMBINED CASH INVESTMENT  
JULY 31, 2014

COMBINED CASH ACCOUNTS

99-0000-1009	MT. MCKINLEY-CENTRAL TREASURY	2,647,422.17
99-0000-1011	XPRESSBILLPAY ACH	30,884.27
99-0000-1070	CD - (BONDS) TIME VALUE INVEST	162,000.00
99-0000-1175	CASH CLEARING - UTILITIES	( 814.48)
	TOTAL COMBINED CASH	2,839,491.96
99-0000-1000	CASH COMBINED	( 2,839,491.96)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	990,784.53
2	ALLOCATION TO UTILITY FUND	792,864.49
3	ALLOCATION TO CAPITAL PROJECTS - UTILITIES	( 218,299.69)
4	ALLOCATION TO ASSESSMENT FUND	121,830.37
5	ALLOCATION TO BUILDING DEPARTMENT	128,507.40
16	ALLOCATION TO FIRE DEPARTMENT FUND	997.63
17	ALLOCATION TO BUCK NYSTROM MEMORIAL FUND	500.00
18	ALLOCATION TO NORTH POLE COMMUNITY ICE RINK	10,973.25
20	ALLOCATION TO NORTH POLE FESTIVAL	9,815.03
21	ALLOCATION TO ABADE - DEPT OF JUSTICE	19,693.42
22	ALLOCATION TO AHSO PROJECT AL2009-09-01-03	( 13,084.46)
23	ALLOCATION TO BYRNE GRANT JAG 13-023-D	( 30,498.59)
24	ALLOCATION TO ABADE - STATE FORFEITURES	19,200.42
25	ALLOCATION TO WATER RESERVES	300,979.07
27	ALLOCATION TO SEWER RESERVES	615,788.71
31	ALLOCATION TO CAPITAL PJTS - GENERAL FUND	( 60,646.40)
32	ALLOCATION TO SISTER CITY	300.00
33	ALLOCATION TO IRS FORFEITURES	192,054.02
36	ALLOCATION TO IMPOUND LOT	13,440.00
50	ALLOCATION TO FIRE FLEET RESERVES	14,351.80
51	ALLOCATION TO POLICE FLEET RESERVES	14,351.80
52	ALLOCATION TO ADMIN FLEET RESERVES	5,519.92
53	ALLOCATION TO PUBLIC WORKS FLEET RESERVES	9,935.86
54	ALLOCATION TO GENERAL FUND PROJECTS RESERVES	34,887.38
55	ALLOCATION TO UTILITY FLEET RESERVES	( 134,754.00)
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,839,491.96
	ALLOCATION FROM COMBINED CASH FUND - 99-0000-1000	( 2,839,491.96)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

GENERAL FUND

ASSETS

01-0000-1000	CASH - COMBINED	990,784.53	
01-0000-1001	PETTY CASH	200.00	
01-0000-1030	AR - MISCELANOUS	32,528.96	
01-0000-1032	AR - BUSINESS LICENSE	3,712.00	
01-0000-1033	AR - SALES TAX	( 475.61)	
01-0000-1035	GRANTS RECEIVABLE	1,373.58	
01-0000-1580	SUSPENSE	2,048.84	
	TOTAL ASSETS		1,030,172.30

LIABILITIES AND EQUITY

LIABILITIES

01-0000-2100	WAGES PAYABLE	77,049.17	
01-0000-2160	PERS LIABILITY	985.65	
01-0000-2165	FEDERAL W/H PAYABLE	11,624.88	
01-0000-2166	FICA/MEDICARE PAYABLE	3,838.85	
01-0000-2168	WORKERS COMP LIABILITY	23,891.47	
01-0000-2169	LIFE INSURANCE	2,588.51	
01-0000-2181	AFLAC SUPPLEMENTAL BENEFITS	( 138.57)	
01-0000-2186	DEFERRED COMPENSATION	790.98	
01-0000-2189	FLEXIBLE SPENDING ACCOUNT	( 2,065.79)	
01-0000-2190	HEALTH INSURANCE PAYABLE	22,100.47	
01-0000-2191	DISABILITY INS PAYABLE	( 1,865.44)	
01-0000-2192	CHILD SUPPORT PAYABLE	( .10)	
	TOTAL LIABILITIES		138,800.08

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
01-0000-3000	FUND BALANCE	1,703,553.94	
	REVENUE OVER EXPENDITURES - YTD	( 812,181.72)	
	BALANCE - CURRENT DATE	891,372.22	
	TOTAL FUND EQUITY		891,372.22
	TOTAL LIABILITIES AND EQUITY		1,030,172.30



CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	REVENUE					
01-00-00-4002	PROPERTY TAX	111.12	7,379.26	1,031,500.00	1,024,120.74	.7
01-00-00-4003	AMBULANCE SERVICE	203,761.50	401,588.00	402,000.00	412.00	99.9
01-00-00-4005	AMBULANCE FEES	4,994.04	37,825.75	63,000.00	25,174.25	60.0
01-00-00-4008	FIRE DEPARTMENT REVENUE	25.00	1,385.00	7,500.00	6,115.00	18.5
01-00-00-4017	CITATION REVENUE	6,271.00	33,519.00	50,000.00	16,481.00	67.0
01-00-00-4018	FINGERPRINTING	1,220.00	6,560.00	12,000.00	5,440.00	54.7
01-00-00-4019	POLICE REPORTS	25.00	775.00	2,000.00	1,225.00	38.8
01-00-00-4021	CITATIONS - PRIOR YEAR	138.00	138.00	32,000.00	31,862.00	.4
01-00-00-4045	MADE IN NORTH POLE	.00	.00	1,000.00	1,000.00	.0
01-00-00-4140	SHARED TAXES	.00	.00	57,000.00	57,000.00	.0
01-00-00-4141	BUSINESS LICENSE	550.00	2,940.00	16,500.00	13,560.00	17.8
01-00-00-4142	LIQUOR LICENSE REVENUE SHARING	.00	4,800.00	4,800.00	.00	100.0
01-00-00-4162	STATE REVENUE SHARING	.00	244.00	200,000.00	199,756.00	.1
01-00-00-4163	CORPS OF ENGINEERS CONTRACT	32,578.96	32,578.96	84,000.00	51,421.04	38.8
01-00-00-4165	PERS RELIEF	.00	.00	263,851.00	263,851.00	.0
01-00-00-5000	SALES TAX REVENUE	343,361.66	1,248,520.30	2,603,001.00	1,354,480.70	48.0
01-00-00-5002	SALES TAX - MISC VENDORS	417.23	1,276.33	.00	( 1,276.33)	.0
01-00-00-5085	DOT SAFETY	.00	.00	4,375.00	4,375.00	.0
01-00-00-5800	INTEREST ON DEPOSITS	197.95	1,392.67	2,750.00	1,357.33	50.6
01-00-00-5801	MISCELLANEOUS REVENUE	298.45	15,968.17	30,000.00	14,031.83	53.2
01-00-00-5802	ALCOHOLIC BEVERAGE TAX	22,718.79	102,146.53	212,500.00	110,353.47	48.1
01-00-00-5807	FIRE GRANTS	2,469.03	5,019.93	10,000.00	4,980.07	50.2
01-00-00-5809	AHSO - ASTEP GRANT REVENUE	.00	603.66	12,900.00	12,296.34	4.7
01-00-00-5817	BED TAX	18,647.27	37,353.52	67,500.00	30,146.48	55.3
01-00-00-5818	TOBACCO TAX	11,345.18	62,077.60	125,000.00	62,922.40	49.7
01-00-00-5822	IRS REIMBURSEMENTS	93.98	1,644.65	.00	( 1,644.65)	.0
01-00-00-5823	MARIJUNANA ERADICATION	738.59	738.59	.00	( 738.59)	.0
01-00-00-5901	TRANSFER IN FROM OTHER FUNDS	.00	17,632.00	53,632.00	36,000.00	32.9
	TOTAL REVENUE	649,962.75	2,024,106.92	5,348,809.00	3,324,702.08	37.8

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
01-01-00-6000 SALARIES & WAGES	21,029.92	155,636.06	273,368.00	117,731.94	56.9
01-01-00-6060 SALARIES EXPENSE - COUNCIL	.00	8,350.00	18,000.00	9,650.00	46.4
01-01-00-6090 OVERTIME	.00	285.09	750.00	464.91	38.0
01-01-00-6097 WORKERS COMP. INS.	134.13	981.40	1,894.00	912.60	51.8
01-01-00-6098 FICA	.00	305.21	578.00	272.79	52.8
01-01-00-6099 MEDICARE	298.66	2,329.57	3,975.00	1,645.43	58.6
01-01-00-6100 PERS	4,561.50	34,704.21	62,286.00	27,581.79	55.7
01-01-00-6102 HEALTH & DISABILITY INSURANCE	5,086.18	37,556.83	81,000.00	43,443.17	46.4
01-01-00-6103 ANNUAL LEAVE	.00	.00	4,000.00	4,000.00	.0
01-01-00-6108 PERS: RELIEF	.00	.00	33,351.00	33,351.00	.0
01-01-00-7001 PUBLICATIONS & ADVERTISING	2,941.16	11,730.19	20,000.00	8,269.81	58.7
01-01-00-7002 ELECTION EXPENSE	.00	634.32	4,500.00	3,865.68	14.1
01-01-00-7003 PROMOTION	.00	1,085.42	3,000.00	1,914.58	36.2
01-01-00-7004 TRAVEL/COUNCIL	192.00	1,992.56	7,000.00	5,007.44	28.5
01-01-00-7006 SALES TAX REBATES	.00	( 89.73)	800.00	889.73	( 11.2)
01-01-00-7007 MAINT. CONTRACTS/EQUIPMENT	1,561.83	18,839.57	23,500.00	4,660.43	80.2
01-01-00-7009 COUNCIL SUPPLIES	.00	1,510.50	1,800.00	289.50	83.9
01-01-00-7015 VEHICLE GAS	.00	131.83	2,250.00	2,118.17	5.9
01-01-00-7016 VEHICLE MAINTENANCE	.00	30.00	500.00	470.00	6.0
01-01-00-7022 OFFICE SUPPLIES	976.34	3,929.74	10,500.00	6,570.26	37.4
01-01-00-7029 ADMIN/MISC. EXPENSES	363.85	2,270.08	6,000.00	3,729.92	37.8
01-01-00-7030 OFFICE EQUIPMENT	.00	2,139.00	3,000.00	861.00	71.3
01-01-00-7039 POSTAGE/METER RENTAL	207.00	559.75	6,500.00	5,940.25	8.6
01-01-00-7049 TRAINING CLASSES/MANUALS	.00	1,005.00	12,000.00	10,995.00	8.4
TOTAL ADMINISTRATION EXPENDITURES	37,352.57	285,916.60	580,552.00	294,635.40	49.3

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PROFESSIONAL SERVICES</u>					
01-02-00-6104 INSURANCE	154.00	14,767.51	22,000.00	7,232.49	67.1
01-02-00-7004 AUDIT & ACCOUNTING	3,696.14	18,013.88	26,000.00	7,986.12	69.3
01-02-00-7005 LEGAL FEES	1,911.44	8,384.61	7,500.00	( 884.61)	111.8
01-02-00-7007 IT SERVICES	1,040.00	4,913.11	12,500.00	7,586.89	39.3
01-02-00-7012 CITY HALL BLDG. MAINTENANCE	.00	3,727.96	2,500.00	( 1,227.96)	149.1
01-02-00-7016 CH ELECTRICITY	897.80	6,982.89	12,000.00	5,017.11	58.2
01-02-00-7017 CH HEATING FUEL	1,857.94	6,464.00	12,000.00	5,536.00	53.9
01-02-00-7019 TELEPHONE, CITY HALL	888.22	5,416.29	8,750.00	3,333.71	61.9
01-02-00-7020 FUEL EXPENSE - SANTA SENIORS	.00	( 304.51)	.00	304.51	.0
01-02-00-7024 AK RAILROAD PERMIT FEES	.00	8,000.00	8,000.00	.00	100.0
01-02-00-7025 DISPATCH SERVICES	101,978.90	101,978.90	104,000.00	2,021.10	98.1
01-02-00-7035 ORDINANCE CODIFICATION	.00	350.00	5,000.00	4,650.00	7.0
01-02-00-7042 CITATIONS - ADMIN FEES	.00	.00	3,500.00	3,500.00	.0
01-02-00-7043 CITATIONS SOJ FEES	25.00	225.00	7,500.00	7,275.00	3.0
01-02-00-7050 CREDIT CARD USER FEES	570.06	3,701.84	4,000.00	298.16	92.6
01-02-00-7055 PREPAREDNESS	.00	.00	2,000.00	2,000.00	.0
01-02-00-7071 WEBSITE DESIGN & MAINTENANCE	.00	2,097.30	3,000.00	902.70	69.9
01-02-00-7091 TRANSFER OUT	.00	.00	86,000.00	86,000.00	.0
01-02-00-7201 BED TAX-NP CHAMBER OF COMMERCE	.00	( 11,257.48)	17,212.00	28,469.48	( 65.4)
01-02-00-7203 BED TAX-CHRISTMAS IN ICE	1,883.57	365.99	8,606.00	8,240.01	4.3
01-02-00-7204 BED TAX-NPEDC	.00	11,989.47	28,687.00	16,697.53	41.8
01-02-00-7205 BED TAX - FRBS CVB	.00	( 505.86)	2,869.00	3,374.86	( 17.6)
TOTAL PROFESSIONAL SERVICES EXPENDITURE	114,903.07	185,310.90	383,624.00	198,313.10	48.3

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>POLICE DEPARTMENT</u>					
01-03-00-6000	SALARIES & WAGES	57,740.80	434,137.37	830,215.00	396,077.63	52.3
01-03-00-6019	UNIFORM EXPENSE	.00	3,776.19	6,000.00	2,223.81	62.9
01-03-00-6020	INVESTIGATIVE EXPENSE	( 1,084.41)	1,675.76	7,000.00	5,324.24	23.9
01-03-00-6022	OVERTIME - TRAINING	817.68	2,507.12	6,000.00	3,492.88	41.8
01-03-00-6090	OVERTIME	1,445.60	10,966.71	29,000.00	18,033.29	37.8
01-03-00-6091	HOLIDAY PAY	1,261.82	5,123.24	7,500.00	2,376.76	68.3
01-03-00-6095	OVERTIME - GRANT	438.83	3,070.15	10,000.00	6,929.85	30.7
01-03-00-6096	OVERTIME - GRANT (V INSPECT)	564.60	1,072.74	3,500.00	2,427.26	30.7
01-03-00-6097	WORKERS COMP. INS.	2,630.13	19,497.94	40,556.00	21,058.06	48.1
01-03-00-6098	FICA	.00	54.71	.00	( 54.71)	.0
01-03-00-6099	MEDICARE	885.93	6,624.01	12,400.00	5,775.99	53.4
01-03-00-6100	PERS	13,896.62	101,234.93	194,167.00	92,932.07	52.1
01-03-00-6102	HEALTH & DISABILITY INSURANCE	17,040.30	129,236.49	205,000.00	75,763.51	63.0
01-03-00-6103	ANNUAL LEAVE	.00	9,454.04	6,000.00	( 3,454.04)	157.6
01-03-00-6105	INSURANCE	65,555.00	105,966.40	125,000.00	19,033.60	84.8
01-03-00-6108	PERS: RELIEF	.00	.00	100,971.00	100,971.00	.0
01-03-00-7001	SUBSCRIPTIONS & PUBLICATIONS	.00	290.00	1,000.00	710.00	29.0
01-03-00-7007	MAINTENANCE CONTRACTS	213.23	1,492.61	3,500.00	2,007.39	42.7
01-03-00-7008	POLICE TRAINING	252.00	5,184.50	12,000.00	6,815.50	43.2
01-03-00-7009	EQUIPMENT OUTLAY	.00	4,343.49	10,856.00	6,512.51	40.0
01-03-00-7010	EQUIPMENT MAINTENANCE	.00	1,696.31	5,500.00	3,803.69	30.8
01-03-00-7011	BUILDING MAINTENANCE	1,350.00	2,374.72	5,350.00	2,975.28	44.4
01-03-00-7014	VEHICLE MAINTENANCE	943.23	7,570.14	21,000.00	13,429.86	36.1
01-03-00-7015	VEHICLE GAS & OIL	3,777.74	17,794.44	46,500.00	28,705.56	38.3
01-03-00-7016	ELECTRICITY	998.11	15,208.25	19,000.00	3,791.75	80.0
01-03-00-7017	HEATING FUEL	1,339.67	7,756.50	14,000.00	6,243.50	55.4
01-03-00-7018	TELEPHONE	1,555.09	9,270.35	19,500.00	10,229.65	47.5
01-03-00-7022	OFFICE SUPPLIES	11.48	1,413.41	5,000.00	3,586.59	28.3
01-03-00-7028	OPERATIONAL SUPPLIES	.00	677.89	5,000.00	4,322.11	13.6
01-03-00-7029	POLICE/MISCELLANEOUS	20.46	1,363.92	5,000.00	3,636.08	27.3
01-03-00-7031	RECRUITMENT	.00	1,059.85	3,850.00	2,790.15	27.5
01-03-00-7039	POSTAGE	.00	.00	1,100.00	1,100.00	.0
01-03-00-7061	EQUIPMENT LEASE PAYMENTS	.00	.00	14,250.00	14,250.00	.0
01-03-00-7062	EQUIPMENT LEASE -INTEREST.	.00	.00	500.00	500.00	.0
	<u>TOTAL POLICE DEPARTMENT EXPENDITURES</u>	<u>171,653.91</u>	<u>911,894.18</u>	<u>1,776,215.00</u>	<u>864,320.82</u>	<u>51.3</u>

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FIRE DEPARTMENT</u>					
01-04-00-6000 SALARIES & WAGES	68,186.76	527,672.88	932,266.00	404,593.12	56.6
01-04-00-6032 AMBULANCE BILLING FEES	294.59	2,102.20	2,500.00	397.80	84.1
01-04-00-6090 OVERTIME	931.52	10,292.72	36,000.00	25,707.28	28.6
01-04-00-6091 HOLIDAY PAY	1,514.24	9,186.86	15,000.00	5,813.14	61.3
01-04-00-6097 WORKERS COMP. INS.	8,114.54	52,592.37	99,660.00	47,067.63	52.8
01-04-00-6098 FICA	396.66	2,067.22	5,000.00	2,932.78	41.3
01-04-00-6099 MEDICARE	1,131.41	7,769.19	15,417.00	7,647.81	50.4
01-04-00-6100 PERS	15,007.80	125,602.73	216,318.00	90,715.27	58.1
01-04-00-6102 HEALTH & DISABILITY INSUARNC	16,083.85	123,297.57	247,000.00	123,702.43	49.9
01-04-00-6103 ANNUAL LEAVE	10,792.25	21,292.77	20,000.00	( 1,292.77)	106.5
01-04-00-6105 INSURANCE	.00	51,848.67	55,000.00	3,151.33	94.3
01-04-00-6108 PERS: RELIEF	.00	.00	112,502.00	112,502.00	.0
01-04-00-7007 MAINTENANCE CONTRACTS	856.00	7,919.37	8,200.00	280.63	96.6
01-04-00-7008 FIRE TRAINING/EDUCATION	76.00	3,539.91	12,000.00	8,460.09	29.5
01-04-00-7009 EQUIPMENT OUTLAY	9.37	423.83	.00	( 423.83)	.0
01-04-00-7010 EQUIPMENT MAINTENANCE	.00	1,868.01	6,500.00	4,631.99	28.7
01-04-00-7011 BASE STATION/RADIO MNT.	.00	951.53	1,500.00	548.47	63.4
01-04-00-7014 VEHICLE MAINTENANCE	1,148.31	5,497.45	9,000.00	3,502.55	61.1
01-04-00-7015 VEHICLE GAS & OIL	.00	8,297.96	22,000.00	13,702.04	37.7
01-04-00-7022 OFFICE SUPPLIES	.00	409.81	2,900.00	2,490.19	14.1
01-04-00-7029 FIRE DEPT/MISCELLANEOUS	154.29	1,514.58	3,000.00	1,485.42	50.5
01-04-00-7030 BUILDING SUPPLIES	.00	1,370.83	2,600.00	1,229.17	52.7
01-04-00-7035 PRIOR YR AMBULANCE FEES RETURN	1,045.76	1,045.76	.00	( 1,045.76)	.0
01-04-00-7039 POSTAGE	.00	422.26	650.00	227.74	65.0
01-04-00-7040 AMBULANCE SUPPLIES	1,976.04	15,061.96	17,500.00	2,438.04	86.1
01-04-00-7050 PART TIME LABOR	6,097.24	31,351.91	33,000.00	1,648.09	95.0
01-04-00-7061 EQUIPMENT LEASE PAYMENTS	.00	46,944.36	46,945.00	.64	100.0
01-04-00-7075 VOLUNTEER REIMB.	.00	1,814.30	1,600.00	( 214.30)	113.4
01-04-00-7085 PREVENTION/PUBLIC EDUCATION	.00	527.91	2,500.00	1,972.09	21.1
01-04-00-7099 NFPA STATION UNIFORMS	.00	563.13	2,500.00	1,936.87	22.5
01-04-01-7011 FIRE DEPT. MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
01-04-01-7016 FIRE DEPT. ELECTRICITY	1,048.27	10,314.54	17,000.00	6,685.46	60.7
01-04-01-7017 FIRE DEPT. HEAT	.00	8,292.40	15,000.00	6,707.60	55.3
01-04-01-7018 FIRE DEPT. TELEPHONE	862.58	5,204.82	9,800.00	4,595.18	53.1
01-04-02-7011 ANNEX MAINTENANCE EXPENSE	.00	63.09	1,500.00	1,436.91	4.2
01-04-02-7016 ANNEX ELECTRICITY	162.33	1,985.07	3,000.00	1,014.93	66.2
01-04-02-7017 ANNEX HEAT COSTS	.00	2,466.82	5,500.00	3,033.18	44.9
01-04-03-7016 DORM ELECTRICITY	17.50	122.50	500.00	377.50	24.5
TOTAL FIRE DEPARTMENT EXPENDITURES	135,907.31	1,091,699.29	1,984,358.00	892,658.71	55.0

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
01-08-00-6000 SALARIES & WAGES	11,147.36	88,623.38	139,562.00	50,938.62	63.5
01-08-00-6090 OVERTIME	70.14	526.05	5,000.00	4,473.95	10.5
01-08-00-6091 HOLIDAY PAY	.00	.00	500.00	500.00	.0
01-08-00-6097 WORKERS COMP. INS.	1,045.38	6,443.29	14,831.00	8,387.71	43.4
01-08-00-6098 FICA	321.40	677.43	2,616.00	1,938.57	25.9
01-08-00-6099 MEDICARE	236.06	1,434.78	2,712.00	1,277.22	52.9
01-08-00-6100 PERS	2,385.82	18,477.98	31,913.00	13,435.02	57.9
01-08-00-6102 HEALTH & DISABILITY INSURANCE	2,828.28	20,847.78	45,000.00	24,152.22	46.3
01-08-00-6103 ANNUAL LEAVE	.00	.00	3,000.00	3,000.00	.0
01-08-00-6105 INSURANCE	.00	12,840.78	15,000.00	2,159.22	85.6
01-08-00-6106 UNEMPLOYMENT	.00	1,451.16	5,000.00	3,548.84	29.0
01-08-00-6108 PERS: RELIEF	.00	.00	17,027.00	17,027.00	.0
01-08-00-7000 SUMMER HIRE	5,184.00	10,782.00	40,000.00	29,218.00	27.0
01-08-00-7001 PARKS/TRAILS/GROUNDS SUPPLIES	1,603.78	9,450.45	15,600.00	6,149.55	60.6
01-08-00-7008 TRAINING	.00	.00	2,000.00	2,000.00	.0
01-08-00-7009 EQUIPMENT OUTLAY	.00	10,248.29	15,000.00	4,751.71	68.3
01-08-00-7011 BUILDING MAINTENANCE	85.94	6,833.01	8,000.00	1,166.99	85.4
01-08-00-7012 STREET MAINTENANCE	3,370.37	21,648.37	50,000.00	28,351.63	43.3
01-08-00-7013 STREET LIGHTS MAINTENANCE	.00	4,484.11	5,000.00	515.89	89.7
01-08-00-7014 VEHICLE MAINTENANCE	1,249.81	21,894.49	12,000.00	( 9,894.49)	182.5
01-08-00-7015 VEHICLE GAS & OIL	880.86	4,190.21	10,000.00	5,809.79	41.9
01-08-00-7016 ELECTRICITY	296.72	2,262.45	6,000.00	3,737.55	37.7
01-08-00-7017 HEATING FUEL	249.70	7,652.24	16,500.00	8,847.76	46.4
01-08-00-7018 TELEPHONE, PUBLIC WORKS	192.88	1,335.91	3,500.00	2,164.09	38.2
01-08-00-7019 ELECTRICITY - RADAR SIGN	21.04	126.48	.00	( 126.48)	.0
01-08-00-7020 SNOW REMOVAL	.00	27,000.00	54,000.00	27,000.00	50.0
01-08-00-7029 PUBLIC WORKS MISC	.00	2,426.57	4,500.00	2,073.43	53.9
01-08-00-7031 FMATS MATCH PARTICIPATION	.00	56,322.00	60,000.00	3,678.00	93.9
01-08-00-7032 ELECTRCITY-STREET LIGHTS	1,157.43	15,841.25	20,000.00	4,158.75	79.2
01-08-00-7033 CHRISTMAS DECORATIONS	.00	.00	2,000.00	2,000.00	.0
01-08-00-7034 BEAUTIFICATION	3,907.00	7,647.21	17,800.00	10,152.79	43.0
TOTAL PUBLIC WORKS EXPENDITURES	36,233.97	361,467.67	624,061.00	262,593.33	57.9
NET REVENUE OVER EXPENDITURES	153,911.92	( 812,181.72)	( 1.00)	812,180.72	(81218

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

UTILITY FUND

ASSETS

02-0000-1000	CASH - COMBINED	792,864.49	
02-0000-1030	AR - W/S BILLINGS	221,449.19	
02-0000-1031	ALLOW/DOUBTFUL ACCOUNTS	( 5,635.79)	
02-0000-1037	AR - CONTRACT PAYMENTS	4,813.35	
02-0000-1038	AR - IPP	15,874.20	
02-0000-1039	A/R - WATER BREAKS	6,316.10	
02-0000-1041	AR - MISC BILLINGS	2,893.90	
02-0000-1100	LAND	398,184.93	
02-0000-1105	CONSTRUCTION IN PROCESS	2,921,175.88	
02-0000-1110	EQUIPMENT	1,777,077.98	
02-0000-1115	ACCUMULATED DEPRECIATION	( 862,333.83)	
02-0000-1120	UTILITY PLANT	41,087,266.78	
02-0000-1125	ACCUMULATED DEPRECIATION	( 24,923,484.88)	
02-0000-1130	CONTRACT PAYMENT	( 318.00)	
	TOTAL ASSETS		21,436,144.30

LIABILITIES AND EQUITY

LIABILITIES

02-0000-2150	ACCRUED VACATION TIME	27,007.78	
02-0000-2450	WATER/SEWER SERVICE DEPOSITS	32,234.80	
02-0000-2500	HIGHWAY PARK REVENUE BOND	518,844.10	
02-0000-2525	ADWF NOTE	300,000.00	
02-0000-2526	ACWF LOAN #633291	676,724.00	
02-0000-2550	BOND INTEREST PAYABLE	13,053.08	
02-0000-2700	DEFERRED REVENUE-GVEA	91,256.92	
	TOTAL LIABILITIES		1,659,120.68

FUND EQUITY

02-0000-3105	CONTRIBUTED CAPITAL	28,135,403.69	
02-0000-3110	AMORTIZATION	( 15,820,902.77)	
	UNAPPROPRIATED FUND BALANCE:		
02-0000-3000	RETAINED EARNINGS	7,290,957.36	
	REVENUE OVER EXPENDITURES - YTD	171,565.34	
	BALANCE - CURRENT DATE	7,462,522.70	
	TOTAL FUND EQUITY		19,777,023.62
	TOTAL LIABILITIES AND EQUITY		21,436,144.30



CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
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DEPARTMENT 00

02-00-00-4001 REVENUE - CONTRACT PAYMENTS	.00	53,300.58	.00	( 53,300.58)	.0
TOTAL REVENUE	.00	53,300.58	.00	( 53,300.58)	.0

WATER TREATMENT ROOF

02-03-01-4001 REVENUE	.00	1,203.88	.00	( 1,203.88)	.0
TOTAL REVENUE	.00	1,203.88	.00	( 1,203.88)	.0

WATER UTILITY

02-10-00-4165 PERS RELIEF	.00	.00	20,326.00	20,326.00	.0
02-10-00-5000 WATER UTILITY REVENUE	52,832.75	396,453.59	700,853.00	304,399.41	56.6
02-10-00-5801 MISCELLANEOUS REVENUE	2,510.00	3,598.78	.00	( 3,598.78)	.0
02-10-00-5835 LAB TESTING	686.95	2,060.85	4,000.00	1,939.15	51.5
02-10-00-5901 TRANSFER IN - FRR	.00	.00	30,500.00	30,500.00	.0
TOTAL REVENUE	56,029.70	402,113.22	755,679.00	353,565.78	53.2

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-10-00-6000 SALARIES & WAGES	10,831.04	82,141.42	166,603.00	84,461.58	49.3
02-10-00-6090 OVERTIME	47.00	691.72	4,000.00	3,308.28	17.3
02-10-00-6097 WORKERS COMP. INS.	354.56	2,990.49	8,581.00	5,590.51	34.9
02-10-00-6098 FICA	.00	10.53	15.00	4.47	70.2
02-10-00-6099 MEDICARE	154.52	1,226.86	2,553.00	1,326.14	48.1
02-10-00-6100 PERS	2,363.49	17,920.81	37,532.00	19,611.19	47.8
02-10-00-6102 HEALTH & DISABILITY INSURANCE	2,873.60	22,173.46	47,000.00	24,826.54	47.2
02-10-00-6103 ANNUAL LEAVE	.00	3,468.24	5,500.00	2,031.76	63.1
02-10-00-6105 INSURANCE	.00	18,869.69	25,000.00	6,130.31	75.5
02-10-00-6108 PERS: RELIEF	.00	.00	20,326.00	20,326.00	.0
02-10-00-6500 INTEREST EXPENSE ADWF	.00	4,875.00	5,250.00	375.00	92.9
02-10-00-7001 PUBLICATIONS & ADVERTISING	.00	946.68	3,000.00	2,053.32	31.6
02-10-00-7003 BILLING SERVICE	170.64	1,337.70	3,000.00	1,662.30	44.6
02-10-00-7004 AUDIT/ACCOUNTING FEES	1,279.43	6,235.56	9,000.00	2,764.44	69.3
02-10-00-7005 LEGAL FEES	.00	475.81	5,000.00	4,524.19	9.5
02-10-00-7006 PROFESSIONAL SERVICES	.00	.00	2,500.00	2,500.00	.0
02-10-00-7007 SAFETY EQUIPMENT	.00	309.16	2,500.00	2,190.84	12.4
02-10-00-7009 EQUIPMENT OUTLAY/REPAIR	423.26	2,434.24	26,400.00	23,965.76	9.2
02-10-00-7011 SYSTEM SUPPLIES	149.23	1,391.88	20,000.00	18,608.12	7.0
02-10-00-7012 WATER TREATMENT CHEMICALS	.00	5,540.36	15,000.00	9,459.64	36.9
02-10-00-7014 VEHICLE MAINTENANCE	.00	10.00	3,000.00	2,990.00	.3
02-10-00-7015 VEHICLE GAS/OIL	990.78	2,155.87	5,500.00	3,344.13	39.2
02-10-00-7019 LABORATORY	221.00	3,179.32	10,000.00	6,820.68	31.8
02-10-00-7022 OFFICE SUPPLIES	.00	1,562.86	3,000.00	1,437.14	52.1
02-10-00-7029 MISCELLANEOUS/TRAINING	.00	1,370.92	2,000.00	629.08	68.6
02-10-00-7031 SNOW REMOVAL	.00	.00	3,600.00	3,600.00	.0
02-10-00-7039 POSTAGE	.00	30.05	3,000.00	2,969.95	1.0
02-10-00-7041 BAD DEBT EXPENSE	.00	34.75	2,000.00	1,965.25	1.7
02-10-00-7045 TRAINING	.00	370.00	2,500.00	2,130.00	14.8
02-10-00-7050 DEBT RETIREMENT	.00	.00	25,000.00	25,000.00	.0
02-10-00-7051 CREDIT CARD USER FEES	811.25	5,232.51	6,000.00	767.49	87.2
02-10-00-7400 DEFERRED MAINTENANCE EXPENSE	.00	.00	25,000.00	25,000.00	.0
02-10-00-7905 ENERGY RESERVE	.00	.00	15,000.00	15,000.00	.0
02-10-00-7999 MOVE TO RETAINED EARNINGS	.00	.00	319.00	319.00	.0
02-10-04-7016 ELECTRICITY-WATER TREATMENT	3,599.98	27,946.98	50,000.00	22,053.02	55.9
02-10-04-7017 HEATING FUEL-WATER TREATMENT	.00	45,537.44	70,000.00	24,462.56	65.1
02-10-04-7018 TELEPHONE-WATER TREATMENT	142.16	1,452.79	4,000.00	2,547.21	36.3
02-10-04-7020 BUILDING MAINT.-WATER TREATMEN	.00	.00	4,000.00	4,000.00	.0
02-10-05-7018 TELEPHONE - SCADA	589.73	3,538.26	8,000.00	4,461.74	44.2
02-10-06-7016 ELECTRICITY-HIWAY PARK PUMPHOU	2,151.35	15,960.33	25,000.00	9,039.67	63.8
02-10-06-7017 HEAT FUEL-HIWAY PARK PUMPHOUSE	.00	2,337.18	5,000.00	2,662.82	46.7
02-10-06-7018 TELEPHONE HIWAY PARK PUMPHOUSE	.00	.00	500.00	500.00	.0
02-10-06-7020 BUILD MAINT.HIWAY PARK PUMPHOU	.00	.00	1,000.00	1,000.00	.0
02-10-08-7016 ELECTRICITY-8TH AVE WELLHOUSE	618.15	6,757.46	12,000.00	5,242.54	56.3
02-10-08-7017 HEATING FUEL-8TH AVE.WELLHOUSE	.00	2,663.05	4,000.00	1,336.95	66.6
02-10-08-7020 BUILD MAINT.8TH AVE.WELLHOUSE	.00	.00	1,000.00	1,000.00	.0
02-10-10-7016 ELECTRICITY-STILLMEYER PUMPHOU	1,607.54	12,561.68	21,500.00	8,938.32	58.4
02-10-10-7017 HEAT FUEL STILLMEYER PUMPHOUSE	.00	1,073.43	3,000.00	1,926.57	35.8
02-10-10-7018 TELEPHONE STILLMEYER PUMPHOUSE	.00	.00	500.00	500.00	.0
02-10-10-7020 BUILD MAINT.STILLMEYER PUMPHOU	.00	.00	1,000.00	1,000.00	.0
02-10-11-7016 WELL HOUSE ELECTRIC	1,200.64	6,993.54	10,500.00	3,506.46	66.6
02-10-11-7017 WELL HOUSE FUEL	.00	38.50	7,500.00	7,461.50	.5
02-10-11-7018 WELL HOUSE PHONE	.00	.00	1,000.00	1,000.00	.0
02-10-12-7016 ELECTRICITY - UTILITY SHOP	433.59	3,087.39	3,500.00	412.61	88.2

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-10-12-7017 HEATING FUEL - UTILITY SHOP	.00	1,739.80	5,000.00	3,260.20	34.8
02-10-12-7018 TELEPHONE - UTILITY SHOP	142.16	805.30	1,000.00	194.70	80.5
02-10-12-7020 UTILITY SHOP - BLDG MAINTENANC	.00	.00	2,000.00	2,000.00	.0
TOTAL EXPENDITURES	31,155.10	319,479.02	755,679.00	436,199.98	42.3

SEWER UTILITY FUND

02-12-00-4165 PERS RELIEF	.00	.00	22,288.00	22,288.00	.0
02-12-00-5000 SEWER UTILITY REVENUE	49,375.49	338,943.76	627,687.00	288,743.24	54.0
02-12-00-5002 LAB TESTING	686.95	686.95	.00	( 686.95)	.0
02-12-00-5005 SID PRETREATMENT PROGRAM	15,652.77	27,027.10	75,000.00	47,972.90	36.0
02-12-00-5801 MISCELLANEOUS REVENUE	.00	50.00	.00	( 50.00)	.0
02-12-00-5900 TRANSFER IN	.00	.00	36,965.00	36,965.00	.0
TOTAL REVENUE	65,715.21	366,707.81	761,940.00	395,232.19	48.1

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-12-00-6000 SALARIES & WAGES	12,486.08	98,149.70	182,687.00	84,537.30	53.7
02-12-00-6090 OVERTIME	46.99	738.22	5,000.00	4,261.78	14.8
02-12-00-6097 WORKERS COMP. INS.	428.99	3,837.31	9,532.00	5,694.69	40.3
02-12-00-6098 FICA	.00	11.59	.00	( 11.59)	.0
02-12-00-6099 MEDICARE	177.29	1,461.03	2,794.00	1,332.97	52.3
02-12-00-6100 PERS	2,714.73	21,219.53	41,291.00	20,071.47	51.4
02-12-00-6102 HEALTH & DISABILITY INSURANCE	3,544.64	28,459.24	65,000.00	36,540.76	43.8
02-12-00-6103 ANNUAL LEAVE	.00	4,295.76	5,000.00	704.24	85.9
02-12-00-6105 INSURANCE	.00	15,956.95	17,500.00	1,543.05	91.2
02-12-00-6108 PERS: RELIEF	.00	.00	22,288.00	22,288.00	.0
02-12-00-6500 REV. BOND INT. (HWYPKSEWER)	.00	12,890.83	.00	( 12,890.83)	.0
02-12-00-6600 REV. BOND PRINC.(HWYPKSEWER)	.00	.00	36,965.00	36,965.00	.0
02-12-00-7001 PUBLICATIONS & ADVERTISING	.00	712.67	2,500.00	1,787.33	28.5
02-12-00-7003 BILLING SERVICE	170.65	1,337.68	3,000.00	1,662.32	44.6
02-12-00-7004 AUDIT/ACCOUNTING FEES	1,279.43	6,235.56	9,000.00	2,764.44	69.3
02-12-00-7005 LEGAL FEES	.00	2,858.82	5,000.00	2,141.18	57.2
02-12-00-7006 PROFESSIONAL SERVICES	185.00	1,672.00	2,500.00	828.00	66.9
02-12-00-7007 SAFETY EQUIPMENT	.00	1,095.14	2,500.00	1,404.86	43.8
02-12-00-7008 PRETREATMENT PROGRAM	3,507.00	36,340.20	75,000.00	38,659.80	48.5
02-12-00-7009 EQUIPMENT OUTLAY/REPAIR	406.00	2,132.98	16,400.00	14,267.02	13.0
02-12-00-7011 SYSTEM SUPPLIES	79.80	1,330.85	15,000.00	13,669.15	8.9
02-12-00-7013 WASTE WATER TREATMENT CHEMICAL	1,195.16	8,989.76	20,000.00	11,010.24	45.0
02-12-00-7014 VEHICLE MAINTENANCE	519.24	1,622.06	4,000.00	2,377.94	40.6
02-12-00-7015 VEHICLE GAS & OIL	.00	3,025.03	7,000.00	3,974.97	43.2
02-12-00-7019 LABORATORY	2,969.20	13,537.70	40,000.00	26,462.30	33.8
02-12-00-7022 OFFICE SUPPLIES	.00	1,139.48	2,500.00	1,360.52	45.6
02-12-00-7029 MISCELLANEOUS/TRAINING	.00	2,413.15	3,000.00	586.85	80.4
02-12-00-7031 SNOW REMOVAL	.00	.00	3,600.00	3,600.00	.0
02-12-00-7039 UTILITY POSTAGE	.00	34.29	3,000.00	2,965.71	1.1
02-12-00-7042 BAD DEBT EXPENSE	.00	.00	1,000.00	1,000.00	.0
02-12-00-7045 TRAINING	.00	50.00	2,000.00	1,950.00	2.5
02-12-00-7051 CREDIT CARD USER FEES	811.25	5,232.52	6,000.00	767.48	87.2
02-12-00-7400 DEFERRED MAINTENANCE EXPENSE	.00	.00	10,000.00	10,000.00	.0
02-12-00-7905 ENERGY RESERVE	.00	.00	5,000.00	5,000.00	.0
02-12-00-7999 MOVE TO RETAINED EARNINGS	.00	.00	2,383.00	2,383.00	.0
02-12-04-7016 ELECTRICITY -WWTP	4,745.10	27,059.85	60,000.00	32,940.15	45.1
02-12-04-7017 HEATING FUEL WWTP	.00	11,279.47	11,000.00	( 279.47)	102.5
02-12-04-7018 TELEPHONE WWTP	142.16	1,728.99	3,500.00	1,771.01	49.4
02-12-04-7020 BUILDING MAINTENANCE WWTP	.00	.00	1,000.00	1,000.00	.0
02-12-05-7018 TELEPHONE - SCADA	395.94	2,375.40	7,500.00	5,124.60	31.7
02-12-06-7016 ELECTRICITY-GENERATOR STORAGE	18.76	125.32	.00	( 125.32)	.0
02-12-70-7016 ELECTRICITY-LIFT STATION 1A	235.69	1,488.61	5,000.00	3,511.39	29.8
02-12-70-7018 TELEPHONE LIFT STATION 1A	.00	.00	1,000.00	1,000.00	.0
02-12-71-7016 ELECTRICITY LIFT STATION 2A	233.12	1,489.51	4,500.00	3,010.49	33.1
02-12-71-7018 TELEPHONE-LIFT STATION 2A	.00	.00	1,000.00	1,000.00	.0
02-12-72-7016 ELECTRICITY LIFT STATION 3A	83.75	660.06	2,000.00	1,339.94	33.0
02-12-72-7018 TELEPHONE-LIFT STATION 3A	.00	.00	1,000.00	1,000.00	.0
02-12-73-7016 ELECTRICITY LIFT STATION 3B	48.84	443.72	1,000.00	556.28	44.4
02-12-73-7018 TELEPHONE LIFT STATION 3B	.00	.00	750.00	750.00	.0
02-12-74-7016 ELECTRICITY LIFT STATION 3C	116.70	1,381.40	3,000.00	1,618.60	46.1
02-12-74-7018 TELEPHONE LIFT STATION 3C	.00	.00	750.00	750.00	.0
02-12-77-7016 ELECTRICITY LIFT STATION 4F	189.91	1,445.53	5,000.00	3,554.47	28.9
02-12-77-7018 TELEPHONE LIFT STATION 4F	.00	.00	500.00	500.00	.0
02-12-78-7016 ELECTRICITY LIFT STATION 5A	73.51	483.91	1,000.00	516.09	48.4

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-12-78-7018 TELEPHONE LIFT STATION 5A	.00	.00	500.00	500.00	.0
02-12-79-7016 ELECTRICITY LIFT STATION 5B	53.44	675.92	1,500.00	824.08	45.1
02-12-80-7016 ELECTRICITY LIFT STATION 6A	51.77	348.44	1,500.00	1,151.56	23.2
02-12-80-7018 TELEPHONE LIFT STATION 6A	.00	.00	500.00	500.00	.0
02-12-81-7016 ELECTRICITY LIFT STATION 6B	44.88	470.44	1,000.00	529.56	47.0
02-12-82-7016 ELECTRIC LIFT STATION MOCKLER	34.63	406.95	750.00	343.05	54.3
02-12-83-7016 ELECTRICITY-STILLMEYER LIFT ST	121.71	1,092.43	4,000.00	2,907.57	27.3
02-12-83-7018 TELEPHONE STILLMEYER LIFT STAT	.00	.00	250.00	250.00	.0
02-12-84-7016 ELECTRICITY - UTILITY SHOP	.00	.00	3,500.00	3,500.00	.0
02-12-84-7017 HEATING FUEL - UTILITY SHOP	.00	1,739.82	5,000.00	3,260.18	34.8
02-12-84-7018 TELEPHONE - UTILITY SHOP	142.16	805.31	500.00	( 305.31)	161.1
02-12-84-7020 UTILITY SHOP - BLDG MAINTENANC	.00	.00	5,000.00	5,000.00	.0
 TOTAL EXPENDITURES	 37,253.52	 332,281.13	 761,940.00	 429,658.87	 43.6
  NET REVENUE OVER EXPENDITURES	  53,336.29	  171,565.34	  .00	  ( 171,565.34)	  .0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

CAPITAL PROJECTS - UTILITIES

ASSETS

03-0000-1000	CASH - COMBINED	(	218,299.69)	
03-0000-1050	GRANT RECEIVABLES		125,914.78	
	TOTAL ASSETS			( 92,384.91)

LIABILITIES AND EQUITY

FUND EQUITY

03-0000-3001	UNRESTRICTED FUNDS	(	1,411.46)	
	UNAPPROPRIATED FUND BALANCE:			
03-0000-3000	FUND BALANCE		112,305.44	
	REVENUE OVER EXPENDITURES - YTD	(	203,278.89)	
	BALANCE - CURRENT DATE	(	90,973.45)	
	TOTAL FUND EQUITY			( 92,384.91)
	TOTAL LIABILITIES AND EQUITY			( 92,384.91)

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

CAPITAL PROJECTS - UTILITIES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>REHAB UTILITY WELL</u>					
03-50-00-5001	UTILITY WELL & CTRL PANEL REVE	25,801.11	25,801.11	.00	( 25,801.11)	.0
	TOTAL REVENUE	25,801.11	25,801.11	.00	( 25,801.11)	.0
03-50-00-7001	UTILITY WELL & CTRL PANEL EXPE	9,326.00	28,036.00	.00	( 28,036.00)	.0
	TOTAL EXPENDITURES	9,326.00	28,036.00	.00	( 28,036.00)	.0
	<u>WWTP ENGINEERING &amp; DESIGN</u>					
03-64-00-5001	W WATER PLANT ADEC #63321	20,314.80	20,314.80	.00	( 20,314.80)	.0
03-64-00-5002	W WATER PLANT USDA 60-002-1585	.00	45,863.14	.00	( 45,863.14)	.0
	TOTAL REVENUE	20,314.80	66,177.94	.00	( 66,177.94)	.0
03-64-00-7002	W WATER DESIGN & ENGIN - PLAN	.00	163,741.00	.00	( 163,741.00)	.0
	TOTAL EXPENDITURES	.00	163,741.00	.00	( 163,741.00)	.0
	<u>W PLANT ENGINEER &amp; DESIGN</u>					
03-65-00-5001	WATER PLANT E & D #63320	.00	7,537.50	.00	( 7,537.50)	.0
	TOTAL REVENUE	.00	7,537.50	.00	( 7,537.50)	.0
03-65-00-7001	WATER PLANT E & D - #63320	8,629.00	37,844.29	.00	( 37,844.29)	.0
	TOTAL EXPENDITURES	8,629.00	37,844.29	.00	( 37,844.29)	.0
	<u>TECHITE SEWER MAIN</u>					
03-69-00-5001	TECHITE - GRANT REVENUE	.00	( 6,040.70)	.00	6,040.70	.0
03-69-00-5003	TECHITE - LOAN REVENUE	4,455.26	9,645.11	.00	( 9,645.11)	.0
	TOTAL REVENUE	4,455.26	3,604.41	.00	( 3,604.41)	.0
03-69-00-7001	TECHITE - EXPENSES	.00	14,000.00	.00	( 14,000.00)	.0
	TOTAL EXPENDITURES	.00	14,000.00	.00	( 14,000.00)	.0
	<u>DEPARTMENT 72</u>					

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

CAPITAL PROJECTS - UTILITIES

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
03-72-00-7001 WWTP REHAB - CONSTRUCTION EXPE	49,152.00	62,778.56	.00	( 62,778.56)	.0
TOTAL EXPENDITURES	49,152.00	62,778.56	.00	( 62,778.56)	.0
NET REVENUE OVER EXPENDITURES	( 16,535.83)	( 203,278.89)	.00	203,278.89	.0



CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

ASSESSMENT FUND

ASSETS

04-0000-1000	CASH - COMBINED	121,830.37	
04-0000-1030	ASSESSMENT REC. DISTRICT 1	25,391.01	
04-0000-1031	ASSESSMENT REC. DISTRICT 2	123,632.69	
04-0000-1032	ASSESSMENT REC. DISTRICT 3	753,478.97	
04-0000-1035	ASSESS.INT. REC. DIST.#3	79.39	
04-0000-1036	ALLOWANCE FOR DOUBTFUL ACCTS	( 6,235.87)	
TOTAL ASSETS			1,018,176.56

LIABILITIES AND EQUITY

LIABILITIES

04-0000-2200	ASSESSMENT DEF. REV. DIST. 1	22,096.75	
04-0000-2201	ASSESSMENT DEF.REV. DISTRICT 2	116,030.53	
04-0000-2202	ASSESSMENT DEF. REV.DISTRICT 3	695,560.86	
04-0000-2205	RESERVE FOR BAD DEBT	( 6,389.96)	
TOTAL LIABILITIES			827,298.18

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
04-0000-3000	ASSESSMENT FUND BALANCE	191,972.19	
	REVENUE OVER EXPENDITURES - YTD	( 1,093.81)	
BALANCE - CURRENT DATE		190,878.38	
TOTAL FUND EQUITY			190,878.38
TOTAL LIABILITIES AND EQUITY			1,018,176.56

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

ASSESSMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEPARTMENT 00</u>						
04-00-00-4500	ASSESSMENT PRINC.REV.DIST. 1	.00	2,085.17	.00	( 2,085.17)	.0
04-00-00-4501	ASSESS. PRINC. REV.DIST. 2	.00	4,969.52	.00	( 4,969.52)	.0
04-00-00-4502	ASSESS.PRINC.REV.DIST.3	474.37	58,447.70	.00	( 58,447.70)	.0
04-00-00-4600	ASSESSMENT INT. REV.DIST. 1	.00	1,209.09	.00	( 1,209.09)	.0
04-00-00-4601	ASSESSMENT INT. REV.DIST. 2	.00	5,167.05	.00	( 5,167.05)	.0
04-00-00-4602	ASSESSMENT INT.REV.DIST. 3	.00	35,021.22	.00	( 35,021.22)	.0
04-00-00-4701	ASSESSMENT PENALTY REV.DIST 2	.00	1,056.96	.00	( 1,056.96)	.0
04-00-00-4702	ASSESSMENT PENALTY REV.DIST. 3	.00	7,514.48	.00	( 7,514.48)	.0
	TOTAL REVENUE	474.37	115,471.19	.00	( 115,471.19)	.0
04-00-00-6500	HIGHWAY PARK REV. BOND INT.	4,176.15	4,176.15	.00	( 4,176.15)	.0
04-00-00-6550	STILLMEYER BOND INTEREST	18,275.00	96,550.00	.00	( 96,550.00)	.0
04-00-00-6600	HIGHWAY PARK REV. BOND PRINC.	( 4,176.15)	12,713.85	.00	( 12,713.85)	.0
04-00-00-6650	STILLMEYER BOND PRINCIPLE	.00	3,125.00	.00	( 3,125.00)	.0
	TOTAL EXPENDITURES	18,275.00	116,565.00	.00	( 116,565.00)	.0
	NET REVENUE OVER EXPENDITURES	( 17,800.63)	( 1,093.81)	.00	1,093.81	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

BUILDING DEPARTMENT

ASSETS

05-0000-1000	CASH - COMBINED	128,507.40	
	TOTAL ASSETS		128,507.40

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
05-0000-3000	FUND BALANCE	106,319.51	
	REVENUE OVER EXPENDITURES - YTD	22,187.89	
	BALANCE - CURRENT DATE	128,507.40	
	TOTAL FUND EQUITY		128,507.40
	TOTAL LIABILITIES AND EQUITY		128,507.40

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

BUILDING DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
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DEPARTMENT 00

05-00-00-4001	RESIDENTIAL PLAN CHECK FEE	.00	.00	5,000.00	5,000.00 .0
05-00-00-4002	RESIDENTIAL BUILDING PERMIT FE	.00	1,148.02	7,500.00	6,351.98 15.3
05-00-00-4003	COMMERCIAL PLAN CHECK FEE	.00	15,091.27	10,000.00 (	5,091.27) 150.9
05-00-00-4004	COMMERCIAL BUILDING PERMIT FEE	2,027.87	27,203.84	12,000.00 (	15,203.84) 226.7
05-00-00-4005	INDUSTRIAL PLAN CHECK FEE	.00	.00	3,000.00	3,000.00 .0
05-00-00-4006	INDUSTRIAL BUILDING PERMIT FEE	.00	.00	5,000.00	5,000.00 .0
05-00-00-4007	ROAD EXCAVATION BOND	5,000.00	5,000.00	1,000.00 (	4,000.00) 500.0
05-00-00-4008	STORM WATER PLAN INSPECTION FE	.00	.00	1,000.00	1,000.00 .0
05-00-00-4009	STORM WATER PERMIT FEE	.00	.00	1,000.00	1,000.00 .0
05-00-00-5900	TRANSFER IN FROM FUND BALANCE	.00	.00	69,000.00	69,000.00 .0
TOTAL REVENUE		7,027.87	48,443.13	114,500.00	66,056.87 42.3

05-00-00-7000	ROAD EXCAVATION BOND RETURN	5,000.00	5,000.00	1,000.00 (	4,000.00) 500.0
05-00-00-7001	RESIDENTIAL PLAN REVIEW	.00	.00	6,000.00	6,000.00 .0
05-00-00-7002	RESIDENTIAL INSPECTIONS	.00	.00	10,500.00	10,500.00 .0
05-00-00-7003	COMMERCIAL PLAN REVIEW	18,229.00	18,229.00	10,000.00 (	8,229.00) 182.3
05-00-00-7004	COMMERCIAL INSPECTIONS	.00	.00	12,000.00	12,000.00 .0
05-00-00-7005	INDUSTRIAL PLAN REVIEW	.00	1,492.00	8,000.00	6,508.00 18.7
05-00-00-7006	INDUSTRIAL INSPECTIONS	.00	.00	13,000.00	13,000.00 .0
05-00-00-7010	INSTITUTIONAL INSPECTIONS	.00	.00	17,000.00	17,000.00 .0
TOTAL EXPENDITURES		23,229.00	24,721.00	77,500.00	52,779.00 31.9

DEPARTMENT 01

05-01-00-7001	PUBLICATIONS & ADVERTISING	.00	.00	2,000.00	2,000.00 .0
05-01-00-7005	LEGAL FEES	.00	.00	1,000.00	1,000.00 .0
05-01-00-7006	PROFESSIONAL SERVICES	.00	.00	25,000.00	25,000.00 .0
05-01-00-7022	OFFICE SUPPLIES/SOFTWARE	.00	490.00	2,000.00	1,510.00 24.5
05-01-00-7029	ADMIN/MISC. EXPENSES	.00	.00	2,500.00	2,500.00 .0
05-01-00-7049	TRAINING CLASSES/MANUALS	.00	1,044.24	5,500.00	4,455.76 19.0
TOTAL EXPENDITURES		.00	1,534.24	38,000.00	36,465.76 4.0
NET REVENUE OVER EXPENDITURES		( 16,201.13)	22,187.89	( 1,000.00)	( 23,187.89) 2218.8

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

GAMING FUND

ASSETS

07-0000-1002	CHECKING ACCT - MT MCKINLEY	38.64	
	TOTAL ASSETS		38.64

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
07-0000-3000	GAMING - FUND BALANCE	38.64	
	BALANCE - CURRENT DATE	38.64	
	TOTAL FUND EQUITY		38.64
	TOTAL LIABILITIES AND EQUITY		38.64

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

ECONOMIC DEVELOPEMENT-PROJECT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
10-00-00-4001	ECONOMIC DEVELOPMENT	( 50.00)	.00	.00	.00	.0
	TOTAL REVENUE	( 50.00)	.00	.00	.00	.0
	NET REVENUE OVER EXPENDITURES	( 50.00)	.00	.00	.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

FIRE DEPARTMENT FUND

ASSETS

16-0000-1000	CASH - COMBINED	997.63	
	TOTAL ASSETS		997.63

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
16-0000-3000	FUND BALANCE	3,567.10	
	REVENUE OVER EXPENDITURES - YTD	( 2,569.47)	
	BALANCE - CURRENT DATE	997.63	
	TOTAL FUND EQUITY		997.63
	TOTAL LIABILITIES AND EQUITY		997.63

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

FIRE DEPARTMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 00</u>					
16-00-00-7000	EXPENDITURES	246.82	2,569.47	.00	( 2,569.47)	.0
	TOTAL EXPENDITURES	246.82	2,569.47	.00	( 2,569.47)	.0
	NET REVENUE OVER EXPENDITURES	( 246.82)	( 2,569.47)	.00	2,569.47	.0



CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

BUCK NYSTROM MEMORIAL FUND

ASSETS

17-0000-1000	CASH - COMBINED	500.00	
	TOTAL ASSETS		500.00

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
17-0000-3000	FUND BALANCE	500.00	
	BALANCE - CURRENT DATE	500.00	
	TOTAL FUND EQUITY		500.00
	TOTAL LIABILITIES AND EQUITY		500.00

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

NORTH POLE COMMUNITY ICE RINK

ASSETS

18-0000-1000	CASH - COMBINED	10,973.25	
	TOTAL ASSETS		10,973.25

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
18-0000-3000	FUND BALANCE	10,973.25	
	BALANCE - CURRENT DATE	10,973.25	
	TOTAL FUND EQUITY		10,973.25
	TOTAL LIABILITIES AND EQUITY		10,973.25

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

NORTH POLE FESTIVAL

ASSETS

20-0000-1000	CASH - COMBINED	9,815.03	
	TOTAL ASSETS		9,815.03

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
20-0000-3000	FUND BALANCE	8,252.36	
	REVENUE OVER EXPENDITURES - YTD	1,562.67	
	BALANCE - CURRENT DATE	9,815.03	
	TOTAL FUND EQUITY		9,815.03
	TOTAL LIABILITIES AND EQUITY		9,815.03

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

NORTH POLE FESTIVAL

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
20-00-00-4001	REVENUE - SUMMER FEST	1,275.00	7,840.00	7,500.00	( 340.00)	104.5
	TOTAL REVENUE	1,275.00	7,840.00	7,500.00	( 340.00)	104.5
20-00-00-7001	SUMMERFEST	6,312.33	6,277.33	7,500.00	1,222.67	83.7
	TOTAL EXPENDITURES	6,312.33	6,277.33	7,500.00	1,222.67	83.7
	NET REVENUE OVER EXPENDITURES	( 5,037.33)	1,562.67	.00	( 1,562.67)	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

ABADE - DEPT OF JUSTICE

ASSETS

21-0000-1000	CASH - COMBINED	19,693.42	
	TOTAL ASSETS		19,693.42

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
21-0000-3000	FUND BALANCE	17,296.26	
	REVENUE OVER EXPENDITURES - YTD	2,397.16	
	BALANCE - CURRENT DATE	19,693.42	
	TOTAL FUND EQUITY		19,693.42
	TOTAL LIABILITIES AND EQUITY		19,693.42

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

ABADE - DEPT OF JUSTICE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
21-00-00-4001	REVENUE	.00	2,397.16	.00	( 2,397.16)	.0
21-00-00-5900	TRANSFER IN	.00	.00	17,296.26	17,296.26	.0
	TOTAL REVENUE	.00	2,397.16	17,296.26	14,899.10	13.9
21-00-00-7001	VEHICLE PURCHASE	.00	.00	17,296.26	17,296.26	.0
	TOTAL EXPENDITURES	.00	.00	17,296.26	17,296.26	.0
	NET REVENUE OVER EXPENDITURES	.00	2,397.16	.00	( 2,397.16)	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

AHSO PROJECT AL2009-09-01-03

ASSETS

22-0000-1000	CASH - COMBINED	( 13,084.46)	
	TOTAL ASSETS		( 13,084.46)

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
22-0000-3000	FUND BALANCE	5,207.29	
	REVENUE OVER EXPENDITURES - YTD	( 18,291.75)	
	BALANCE - CURRENT DATE	( 13,084.46)	
	TOTAL FUND EQUITY		( 13,084.46)
	TOTAL LIABILITIES AND EQUITY		( 13,084.46)

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

AHSO PROJECT AL2009-09-01-03

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
22-00-00-4001	REVENUE	7,246.50	29,909.75	76,799.74	46,889.99	39.0
22-00-00-4165	PERS RELIEF	.00	.00	3,456.00	3,456.00	.0
	TOTAL REVENUE	7,246.50	29,909.75	80,255.74	50,345.99	37.3
22-00-00-6000	SALARIES & WAGES	3,640.00	26,428.01	44,928.00	18,499.99	58.8
22-00-00-6022	OVERTIME - TRAINING	.00	96.80	.00	( 96.80)	.0
22-00-00-6090	OVERTIME	71.64	706.94	.00	( 706.94)	.0
22-00-00-6091	HOLIDAY PAY	227.50	227.50	.00	( 227.50)	.0
22-00-00-6097	WORKERS COMP. INS.	173.31	1,251.51	2,008.28	756.77	62.3
22-00-00-6099	MEDICARE	53.24	373.25	651.46	278.21	57.3
22-00-00-6100	PERS	866.61	6,552.68	9,857.16	3,304.48	66.5
22-00-00-6102	HEALTH & DISABILITY INSURANCE	1,677.54	12,564.81	19,354.84	6,790.03	64.9
22-00-00-6108	PERS RELIEF	.00	.00	3,456.00	3,456.00	.0
	TOTAL EXPENDITURES	6,709.84	48,201.50	80,255.74	32,054.24	60.1
	NET REVENUE OVER EXPENDITURES	536.66	( 18,291.75)	.00	18,291.75	.0



CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

BYRNE GRANT JAG 13-023-D

ASSETS

23-0000-1000	CASH - COMBINED	( 30,498.59)	
	TOTAL ASSETS		( 30,498.59)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	( 30,498.59)		
BALANCE - CURRENT DATE		( 30,498.59)	
TOTAL FUND EQUITY			( 30,498.59)
TOTAL LIABILITIES AND EQUITY			( 30,498.59)

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

BYRNE GRANT JAG 13-023-D

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEPARTMENT 00					
23-00-00-4001	REVENUE	3,266.34	25,000.00	50,000.00	25,000.00	50.0
	TOTAL REVENUE	3,266.34	25,000.00	50,000.00	25,000.00	50.0
23-00-00-6000	SALARIES & WAGES	4,236.80	31,505.00	29,962.50	( 1,542.50)	105.2
23-00-00-6090	OVERTIME	.00	2,373.27	.00	( 2,373.27)	.0
23-00-00-6097	WORKERS COMP. INS.	198.45	1,525.74	1,339.33	( 186.41)	113.9
23-00-00-6099	MEDICARE	60.10	485.06	434.46	( 50.60)	111.7
23-00-00-6100	PERS	875.04	7,044.71	6,564.78	( 479.93)	107.3
23-00-00-6102	HEALTH & DISABILITY INSURANCE	1,677.54	12,564.81	11,698.93	( 865.88)	107.4
	TOTAL EXPENDITURES	7,047.93	55,498.59	50,000.00	( 5,498.59)	111.0
	NET REVENUE OVER EXPENDITURES	( 3,781.59)	( 30,498.59)	.00	30,498.59	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

ABADE - STATE FORFEITURES

ASSETS

24-0000-1000	CASH - COMBINED	19,200.42	
	TOTAL ASSETS		19,200.42

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
24-0000-3000	FUND BALANCE	37,962.76	
	REVENUE OVER EXPENDITURES - YTD	( 18,762.34)	
	BALANCE - CURRENT DATE	19,200.42	
	TOTAL FUND EQUITY		19,200.42
	TOTAL LIABILITIES AND EQUITY		19,200.42

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

ABADE - STATE FORFEITURES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
24-00-00-4001	STATE FORFEITURE REVENUE	.00	1,023.00	.00	( 1,023.00)	.0
24-00-00-5900	TRANSFER IN	.00	.00	26,738.47	26,738.47	.0
	TOTAL REVENUE	.00	1,023.00	26,738.47	25,715.47	3.8
24-00-00-7000	STATE FORFEITURE EXPENSES	.00	2,153.34	9,106.47	6,953.13	23.7
24-00-00-7091	TRANSFER OUT	.00	17,632.00	17,632.00	.00	100.0
	TOTAL EXPENDITURES	.00	19,785.34	26,738.47	6,953.13	74.0
	NET REVENUE OVER EXPENDITURES	.00	( 18,762.34)	.00	18,762.34	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

WATER RESERVES

ASSETS

25-0000-1000	CASH - COMBINED	300,979.07	
	TOTAL ASSETS		300,979.07

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
25-0000-3000	RETAINED EARNINGS	198,437.65	
	REVENUE OVER EXPENDITURES - YTD	102,541.42	
	BALANCE - CURRENT DATE	300,979.07	
	TOTAL FUND EQUITY		300,979.07
	TOTAL LIABILITIES AND EQUITY		300,979.07

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

WATER RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
25-10-00-5825	FRR RESIDENTIAL WATER	7,968.39	60,447.73	81,120.00	20,672.27	74.5
25-10-00-5830	WATER BASE	6,025.00	42,093.69	106,128.00	64,034.31	39.7
25-10-00-5900	TRANSFER IN FROM RETAINED EARN	.00	.00	150,000.00	150,000.00	.0
	TOTAL REVENUE	13,993.39	102,541.42	337,248.00	234,706.58	30.4
25-10-00-7091	TRANSFER OUT	.00	.00	337,248.00	337,248.00	.0
	TOTAL EXPENDITURES	.00	.00	337,248.00	337,248.00	.0
	NET REVENUE OVER EXPENDITURES	13,993.39	102,541.42	.00	( 102,541.42)	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

SEWER RESERVES

ASSETS

27-0000-1000	CASH - COMBINED	615,788.71	
	TOTAL ASSETS		615,788.71

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
27-0000-3000	RETAINED EARNINGS	486,202.32	
	REVENUE OVER EXPENDITURES - YTD	129,586.39	
	BALANCE - CURRENT DATE	615,788.71	
	TOTAL FUND EQUITY		615,788.71
	TOTAL LIABILITIES AND EQUITY		615,788.71

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

SEWER RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEPARTMENT 12					
27-12-00-5805	FRR INDUSTRIAL SEWER	6,720.80	37,331.08	25,000.00	( 12,331.08)	149.3
27-12-00-5825	FRR SEWER	7,140.30	53,867.33	63,511.00	9,643.67	84.8
27-12-00-5830	SEWER BASE	5,493.35	38,387.98	72,000.00	33,612.02	53.3
27-12-00-5900	TRANSFER IN FROM RETAINED EARN	.00	.00	401,174.00	401,174.00	.0
	TOTAL REVENUE	19,354.45	129,586.39	561,685.00	432,098.61	23.1
27-12-00-7091	TRANSFER OUT	.00	.00	561,684.00	561,684.00	.0
	TOTAL EXPENDITURES	.00	.00	561,684.00	561,684.00	.0
	NET REVENUE OVER EXPENDITURES	19,354.45	129,586.39	1.00	( 129,585.39)	12958



CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

CAPITAL PJTS - GENERAL FUND

ASSETS

31-0000-1000	CASH - COMBINED	(	60,646.40)	
31-0000-1050	GRANTS RECEIVABLE	(	13,933.66)	
	TOTAL ASSETS			( 74,580.06)

LIABILITIES AND EQUITY

LIABILITIES

31-0000-2700	DEFERRED REVENUE		134,038.40	
	TOTAL LIABILITIES			134,038.40

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:				
REVENUE OVER EXPENDITURES - YTD	(	208,618.46)		
BALANCE - CURRENT DATE	(	208,618.46)		
TOTAL FUND EQUITY			(	208,618.46)
TOTAL LIABILITIES AND EQUITY			(	74,580.06)

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

CAPITAL PJTS - GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>F - EQUIPMENT UPGRADES</u>					
31-12-00-5001	FIRE EQUIP - GRANT REVENUE	.00	2,175.69	.00	( 2,175.69)	.0
31-12-00-5005	FIRE EQUIP - CODE BLUE MONIES	.00	10,197.00	.00	( 10,197.00)	.0
	TOTAL REVENUE	.00	12,372.69	.00	( 12,372.69)	.0
31-12-00-7001	FIRE EQUIP - EXPENSES	.00	16,544.69	.00	( 16,544.69)	.0
	TOTAL EXPENDITURES	.00	16,544.69	.00	( 16,544.69)	.0
	<u>DEPARTMENT 13</u>					
31-13-00-5001	LADDER TRUCK - GRANT REVENUE	17,777.00	25,535.00	.00	( 25,535.00)	.0
	TOTAL REVENUE	17,777.00	25,535.00	.00	( 25,535.00)	.0
31-13-00-7001	LADDER TRUCK - EXPENSE	16,181.70	23,939.70	.00	( 23,939.70)	.0
	TOTAL EXPENDITURES	16,181.70	23,939.70	.00	( 23,939.70)	.0
	<u>AMBULANCE</u>					
31-14-00-5005	AMBULANCE - OTHER REVENUE	.00	35,000.00	.00	( 35,000.00)	.0
	TOTAL REVENUE	.00	35,000.00	.00	( 35,000.00)	.0
31-14-00-7001	AMBULANCE - EXPENSES	.00	164,200.00	.00	( 164,200.00)	.0
	TOTAL EXPENDITURES	.00	164,200.00	.00	( 164,200.00)	.0
	<u>DEPARTMENT 16</u>					
31-16-00-5001	POLICE HEAT/COOL - GRANT REVEN	13,905.00	13,905.00	.00	( 13,905.00)	.0
	TOTAL REVENUE	13,905.00	13,905.00	.00	( 13,905.00)	.0
31-16-00-7001	POLICE HEAT/COOL - EXPENSES	.00	13,905.00	.00	( 13,905.00)	.0
	TOTAL EXPENDITURES	.00	13,905.00	.00	( 13,905.00)	.0
	<u>DEPARTMENT 17</u>					

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

CAPITAL PJTS - GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
31-17-00-5001	HAZARDOUS EVENTS GRANT REVENUE	.00	26,870.13	.00	( 26,870.13)	.0
	TOTAL REVENUE	.00	26,870.13	.00	( 26,870.13)	.0
31-17-00-6000	HZR - WAGES	.00	820.79	.00	( 820.79)	.0
31-17-00-6090	HZR - OVERTIME	.00	19,806.76	.00	( 19,806.76)	.0
31-17-00-6097	HRZD - WORKERS COMP INS	.00	1,268.27	.00	( 1,268.27)	.0
31-17-00-6099	HRZD - MEDICARE	.00	185.71	.00	( 185.71)	.0
31-17-00-6100	HRZD - PERS	.00	1,518.62	.00	( 1,518.62)	.0
31-17-00-6102	HRZD - HEALTH & DISABILITY INS	.00	973.73	.00	( 973.73)	.0
31-17-00-7001	HRZD - EXPENSES	.00	5,413.32	.00	( 5,413.32)	.0
	TOTAL EXPENDITURES	.00	29,987.20	.00	( 29,987.20)	.0
	<u>FNSB BEAUTIFICATION</u>					
31-21-00-7001	FNSB BEAUTIFICATION	.00	9,995.09	.00	( 9,995.09)	.0
	TOTAL EXPENDITURES	.00	9,995.09	.00	( 9,995.09)	.0
	<u>DEPARTMENT 22</u>					
31-22-00-5001	ARCHIVES - GRANT REVENUE	.00	( 273.00)	.00	273.00	.0
	TOTAL REVENUE	.00	( 273.00)	.00	273.00	.0
31-22-00-6075	ARCHIVES - SALARIES	2,368.00	4,064.00	.00	( 4,064.00)	.0
31-22-00-6097	ARCHIVES - WORK COMP	15.10	25.76	.00	( 25.76)	.0
31-22-00-6098	ARCHIVES - FICA	146.81	251.96	.00	( 251.96)	.0
31-22-00-6099	ARCHIVES - MEDICARE	34.33	58.92	.00	( 58.92)	.0
31-22-00-7001	ARCHIVES - EXPENSE	513.61	64,055.96	.00	( 64,055.96)	.0
	TOTAL EXPENDITURES	3,077.85	68,456.60	.00	( 68,456.60)	.0
	<u>EXERCISE TRAIL</u>					
31-28-00-5005	EXCERISE TRAIL - DONATIONS	5,000.00	5,000.00	.00	( 5,000.00)	.0
	TOTAL REVENUE	5,000.00	5,000.00	.00	( 5,000.00)	.0
	<u>H LAND SECURITY RADIOS</u>					
31-70-00-5001	HLS RADIOS - GRANT REVENUE	.00	63,646.00	.00	( 63,646.00)	.0
	TOTAL REVENUE	.00	63,646.00	.00	( 63,646.00)	.0

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

CAPITAL PJTS - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
31-70-00-7001 HLS RADIOS - EXPENSES	.00	63,646.00	.00	( 63,646.00)	.0
TOTAL EXPENDITURES	.00	63,646.00	.00	( 63,646.00)	.0
NET REVENUE OVER EXPENDITURES	17,422.45	( 208,618.46)	.00	208,618.46	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

SISTER CITY

ASSETS

32-0000-1000	CASH - COMBINED	300.00	
	TOTAL ASSETS		300.00

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
32-0000-3000	FUND BALANCE	300.00	
	BALANCE - CURRENT DATE	300.00	
	TOTAL FUND EQUITY		300.00
	TOTAL LIABILITIES AND EQUITY		300.00

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

IRS FORFEITURES

ASSETS

33-0000-1000	IRS FORFEITURES - CASH	192,054.02	
	TOTAL ASSETS		192,054.02

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
33-0000-3000	FUND BALANCE	6,367.27	
	REVENUE OVER EXPENDITURES - YTD	185,686.75	
	BALANCE - CURRENT DATE	192,054.02	
	TOTAL FUND EQUITY		192,054.02
	TOTAL LIABILITIES AND EQUITY		192,054.02

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

IRS FORFEITURES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
33-00-00-4001	IRS FORFEITURES	185,686.75	185,686.75	.00	( 185,686.75)	.0
33-00-00-5900	TRANSFER IN	.00	.00	6,367.27	6,367.27	.0
	TOTAL REVENUE	<u>185,686.75</u>	<u>185,686.75</u>	<u>6,367.27</u>	<u>( 179,319.48)</u>	<u>2916.3</u>
33-00-00-7000	EXPENSE	.00	.00	6,367.27	6,367.27	.0
	TOTAL EXPENDITURES	<u>.00</u>	<u>.00</u>	<u>6,367.27</u>	<u>6,367.27</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>185,686.75</u>	<u>185,686.75</u>	<u>.00</u>	<u>( 185,686.75)</u>	<u>.0</u>

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

IMPOUND LOT

ASSETS

36-0000-1000	IMPOUND LOT - CASH	13,440.00	
	TOTAL ASSETS		13,440.00

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	13,440.00		
BALANCE - CURRENT DATE		13,440.00	
TOTAL FUND EQUITY			13,440.00
TOTAL LIABILITIES AND EQUITY			13,440.00



CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

IMPOUND LOT

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
36-00-00-4024	IMPOUND LOT ADMIN FEES	1,536.00	13,824.00	36,000.00	22,176.00	38.4
	TOTAL REVENUE	1,536.00	13,824.00	36,000.00	22,176.00	38.4
36-00-00-7092	TRANSFER TO GENERAL FUND	.00	.00	36,000.00	36,000.00	.0
36-00-00-7109	REFUND TO VEHICLE OWNER	.00	384.00	.00	( 384.00)	.0
	TOTAL EXPENDITURES	.00	384.00	36,000.00	35,616.00	1.1
	NET REVENUE OVER EXPENDITURES	1,536.00	13,440.00	.00	( 13,440.00)	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

FIRE FLEET RESERVES

ASSETS

50-0000-1000	FIRE FLEET RESERVES	14,351.80	
	TOTAL ASSETS		14,351.80

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
50-0000-3000	FUND BALANCE	14,351.80	
	BALANCE - CURRENT DATE	14,351.80	
	TOTAL FUND EQUITY		14,351.80
	TOTAL LIABILITIES AND EQUITY		14,351.80

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

FIRE FLEET RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEPARTMENT 00					
50-00-00-5900	TRANSFER IN	.00	.00	13,975.00	13,975.00	.0
	TOTAL REVENUE	.00	.00	13,975.00	13,975.00	.0
50-00-00-7901	TRANSFER TO FUND BALANCE	.00	.00	13,975.00	13,975.00	.0
	TOTAL EXPENDITURES	.00	.00	13,975.00	13,975.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

POLICE FLEET RESERVES

ASSETS

51-0000-1000	POLICE FLEET RESERVES	14,351.80	
	TOTAL ASSETS		14,351.80

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
51-0000-3000	FUND BALANCE	14,351.80	
	BALANCE - CURRENT DATE	14,351.80	
	TOTAL FUND EQUITY		14,351.80
	TOTAL LIABILITIES AND EQUITY		14,351.80

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

POLICE FLEET RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEPARTMENT 00					
51-00-00-5900	TRANSFER IN	.00	.00	13,975.00	13,975.00	.0
	TOTAL REVENUE	.00	.00	13,975.00	13,975.00	.0
51-00-00-7901	TRANSFER TO FUND BALANCE	.00	.00	13,975.00	13,975.00	.0
	TOTAL EXPENDITURES	.00	.00	13,975.00	13,975.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

ADMIN FLEET RESERVES

ASSETS

52-0000-1000	ADMIN FLEET RESERVES CASH	5,519.92	
	TOTAL ASSETS		5,519.92

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-0000-3000	FUND BALANCE	5,519.92	
	BALANCE - CURRENT DATE	5,519.92	
	TOTAL FUND EQUITY		5,519.92
	TOTAL LIABILITIES AND EQUITY		5,519.92

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

ADMIN FLEET RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	DEPARTMENT 00					
52-00-00-5900	TRANSFER IN	.00	.00	5,375.00	5,375.00	.0
	TOTAL REVENUE	.00	.00	5,375.00	5,375.00	.0
52-00-00-7901	TRANSFER TO FUND BALANCE	.00	.00	5,375.00	5,375.00	.0
	TOTAL EXPENDITURES	.00	.00	5,375.00	5,375.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

PUBLIC WORKS FLEET RESERVES

ASSETS

53-0000-1000	P WORKS FLEET RESERVES - CASH	9,935.86	
	TOTAL ASSETS		9,935.86

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
53-0000-3000	FUND BALANCE	9,935.86	
	BALANCE - CURRENT DATE	9,935.86	
	TOTAL FUND EQUITY		9,935.86
	TOTAL LIABILITIES AND EQUITY		9,935.86



CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

PUBLIC WORKS FLEET RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
53-00-00-5900	TRANSFER IN	.00	.00	9,675.00	9,675.00	.0
	TOTAL REVENUE	.00	.00	9,675.00	9,675.00	.0
53-00-00-7901	TRANSFER TO FUND BALANCE	.00	.00	9,675.00	9,675.00	.0
	TOTAL EXPENDITURES	.00	.00	9,675.00	9,675.00	.0
	NET REVENUE OVER EXPENDITURES	.00	.00	.00	.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

GENERAL FUND PROJECTS RESERVES

ASSETS

54-0000-1000	CAPITAL PJTS (GF) RES. - CASH	34,887.38	
	TOTAL ASSETS		34,887.38

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
54-0000-3000	FUND BALANCE	44,159.38	
	REVENUE OVER EXPENDITURES - YTD	( 9,272.00)	
	BALANCE - CURRENT DATE	34,887.38	
	TOTAL FUND EQUITY		34,887.38
	TOTAL LIABILITIES AND EQUITY		34,887.38

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

GENERAL FUND PROJECTS RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>DEPARTMENT 00</u>					
54-00-00-5900	TRANSFER IN	.00	.00	43,000.00	43,000.00	.0
	TOTAL REVENUE	.00	.00	43,000.00	43,000.00	.0
54-00-00-7001	EXPENSE	9,272.00	9,272.00	25,000.00	15,728.00	37.1
54-00-00-7901	TRANSFER TO FUND BALANCE	.00	.00	18,000.00	18,000.00	.0
	TOTAL EXPENDITURES	9,272.00	9,272.00	43,000.00	33,728.00	21.6
	NET REVENUE OVER EXPENDITURES	( 9,272.00)	( 9,272.00)	.00	9,272.00	.0

CITY OF NORTH POLE  
BALANCE SHEET  
JULY 31, 2014

UTILITY FLEET RESERVES

ASSETS

55-0000-1000	CASH	( 134,754.00)	
	TOTAL ASSETS		( 134,754.00)

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	( 134,754.00)		
BALANCE - CURRENT DATE		( 134,754.00)	
TOTAL FUND EQUITY			( 134,754.00)
TOTAL LIABILITIES AND EQUITY			( 134,754.00)

CITY OF NORTH POLE  
REVENUES AND EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 7 MONTHS ENDING JULY 31, 2014

UTILITY FLEET RESERVES

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>DEPARTMENT 00</u>						
55-00-00-5900	TRANSFER IN	.00	( 109,630.00)	25,000.00	134,630.00	(438.5)
	TOTAL REVENUE	.00	( 109,630.00)	25,000.00	134,630.00	(438.5)
55-00-00-7001	UTILITY TRUCK	.00	25,124.00	30,000.00	4,876.00	83.8
55-00-00-7002	BACKHOE	.00	.00	99,000.00	99,000.00	.0
55-00-00-7091	TRANSFER TO FUND BALANCE	.00	.00	( 104,000.00)	( 104,000.00)	.0
	TOTAL EXPENDITURES	.00	25,124.00	25,000.00	( 124.00)	100.5
	NET REVENUE OVER EXPENDITURES	.00	( 134,754.00)	.00	134,754.00	.0