



CITY OF NORTH POLE *Alaska*

REGULAR CITY COUNCIL MEETING **Monday, March 16, 2015**

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

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**
Students of the Month
Steven Fischer – NPHS
Megan Smith – NPHS

7. Council Member Questions of the Mayor

8. Communications from Department Heads, Borough Representative and the City Clerk

9. Ongoing Projects Report

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

11. Old Business

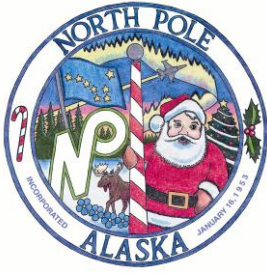
12. New Business

- a. Request from Christmas in Ice for 4th Quarter 2014 bed tax.
- b. Approval of the US Corps of Engineers Chena River law enforcement agreement for 2015.
- c. Agreement between the City of Fairbanks and City of North Pole for Emergency Dispatching Services.
- d. Approval of the purchase of ten (10) APX 4000 Motorola portable radios.
- e. Resolution 15-09, A Resolution of the North Pole City Council in appreciation and support for the Alaska Industrial Development and Export Authority's continued commitment to meeting the goals of the Interior energy project.
- f. Resolution 15-10, A Resolution of the North Pole City Council supporting House Bill 118 and Senate Bill 56, "An act adopting the Municipal Property Assessed Clean Energy Act; authoring municipalities to establish programs to impose assessments for energy improvements in regions designated by municipalities; imposing fees; and providing for an effective date"

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, March 2, 2015 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, March 2, 2015 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
Excused**

CALL TO ORDER/ROLL CALL

Mayor Ward called the regularly scheduled meeting of the North Pole City Council to order on Monday, March 2, 2015 at 7:00 p.m.

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Mayor Ward

INVOCATION

Invocation was given by Ms. Holm

APPROVAL OF AGENDA

Mr. Welch moved to Approve the Agenda of March 2, 2015

Seconded by Ms. Holm

Discussion

None

Mr. Welch moved to amend the agenda and consent the following items:

Old Business

- a. Ordinance 15-03, An Ordinance of the City of North Pole, Alaska to amend Title 2, Administration and personnel, Chapter 2.36.470 Pay.

New Business

- a. Approval of liquor license for The Refinery Lounge
- b. Approval of liquor license for 2 Go Mart #122
- c. Approval of liquor license for Pagoda Restaurant

Seconded by Ms. Holm

On the amendment

PASSED

Yes: 4 - Holm, Welch, Smith, Ward

No: 0-

Absent: 3 – McGhee, Hunter, McCarthy

On the Agenda as Amended

PASSED

Yes: 4 - Holm, Welch, Smith, Ward

No: 0-

Absent: 3 – McGhee, Hunter, McCarthy

APPROVAL OF MINUTES

Mr. Welch moved to Approve the minutes of March 2, 2015.

Seconded by Mr. Smith

Discussion

None

PASSED

Yes: 4 - Holm, Welch, Smith, Ward

No: 0-

Absent: 3 – McGhee, Hunter, McCarthy

COMMUNICATIONS FROM THE MAYOR

Update by Interior Gas Utility project manager David Prusak on the upcoming Clearing and Construction work scheduled for the City of North Pole and surrounding areas in the spring and summer of 2015 – see attached map.

Mayor Ward Comments

- We are seeking donations for the Trooper Park, if you are interested in donating your time or resources please talk to me or Chief Dutra with the Police Dept. We are approaching the construction season and are in need of contractors and volunteers to do the necessary work.
- The air quality ordinance proposed at the Borough passed early Friday morning. I did stick it out till the end and even offered a amendment to the ordinance. A majority of the new regulations will not take effect until next year.
- Wednesday March 18th at 6pm will be the first festival committee meeting. If you are interested please contact me or Katy Englund for details. The 4th is on a Saturday this year so get ready for a great time!
- February 24th 5-7 pm was the Programmatic Environmental EIS for Force restructuring at Fort Wainwright. In an effort to reduce the size of the Army, leadership is exploring areas where force reductions can occur across the country. Fairbanks and North Pole had a great turn out and testimony went until after 11pm. Governor Walker, the interior delegation and our federal delegation all spoke in favor of our troops.
- I will be out of the office for at least a week when my wife gives birth to our firstborn. I will be making arrangements for the office in my absence. I will inform the council as soon as my son is born for the duration I will be absent.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. Smith asked if there will be any meetings held with the council for workshops, budgets, etc. on the news with Flint Hills Resources.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Department, Chief Lane

- In Juneau with State Fire Fighters Association.

- Alaska Fire Chiefs yearly summit.
- Great interaction with legislators.
- Homeland Security Conference, 2016 State Exercise.
- All three EOC's to work together and do a continuity drill.
- Putting medics on sweep teams with police officers nationwide.
- Platform is ready to go into service and they are waiting to see if all training has been completed.

Police Department, Chief Dutra

- Presented Officer Milne with his intermediate certificate.

Finance, Tricia Fogarty

- Working with auditors to button up 2014.

Director of City Services, Bill Butler

Building Department

- No new building permits issued since November 3
- Website project: Plan to go live before next City Council meeting

Public Works

- On Friday February 27, Public Works took delivery of its new articulating loader purchased with a state grant
 - New loader includes a snow blower and snow bucket
 - New loader can use existing Bobcat attachments
- Discussing with Utility Department transfer of oldest skid steer loader to Utility
 - Utility needs a means to lift heavy equipment and pallets in their garage

Utility Department

- Wastewater treatment plant project's Municipal Matching Grant:
 - Received final construction contractor and engineer's invoices
 - All grant funds expended
 - Emergency generator at WWTP funded with an Alaska Clean Water Fund Loan:
 - Generator is installed and operational
 - Requires some modifications to be complete and staff need training

- Wastewater treatment plant experienced a frozen discharge line from lagoon 4 to the treatment works
- Cause uncertain since many changes have occurred in past year—sewer lining project, reduced flow from Flint Hill and treatment works renovation.
- Staff were able to correct the problem by steaming the discharge main and problem has not reoccurred

Natural Gas Utility Board

- Modification of Senate Bill 23 under consideration by State Legislature
- Original SB 23 only permitted use of State funds dedicated to obtaining natural gas to be spent on a North Slope liquefaction plant
- Proposed changes will broaden areas can use State funds to acquire a gas supply
- IGU released Invitation for Bids for construction of local gas lines
- Divided the project into three separate bids
- Bid openings scheduled for March 9, 12 & 16
- Plan review and inspection of gas line installation in City of North Pole:
- Working to partner with DOT to share a field inspector
- Working with MWH Engineers, PDC Engineers and IGU to get a comprehensive plan review to satisfy City's requirements
- Brush cutting contract awarded for clearing that needs to occur before migratory birds return
- Approximately 11 miles of brush cutting may occur in City

Borough Representative

- Passed marijuana ordinance and adopted provisions as the City of North Pole did. It did restrict the ability to smoke on private property. They do not have a nuisance clause like the City of North Pole.
- Air quality was discussed. There were many amendments made to it. They shrank the non-attainment area inside 2.5. There are three stages (1, 2, & 3). Mayor Ward offered an amendment and if it is below -15 you are allowed to burn.

City Clerk, Kathy Weber

- Reminder that APOC forms are due to the City Clerk and to APOC by March 15, 2015. Even if you file online you must give a copy to the clerk to keep on file.
- New part time records preparation clerk, Stephanie DeCristo started last week. I hope to start training her with Michelle and also some online training with Laserfiche sometime this month.

- Cara High is our new Accounts Payable Clerk which brings us to full staffing again in Admin. She will be a great asset to us and the position.
- Many thanks to Michelle Myhill for doing the minutes of the past meeting. When Michelle was here at City Hall she did the minutes

ONGOING PROJECTS

None

CITIZENS COMMENTS

None

OLD BUSINESS

ORDINANCE 15-04, AN ORDINANCE REQUESTING THE PURCHASE OF A VEHICLE FOR DETECTIVE/CRIME SCENE OPERATIONS USING JUSTICE FUNDS

Chief Dutra updated council on the Ordinance and reasons for going with the Chevrolet Tahoe. He encouraged them to pass this ordinance.

Mr. Smith asked if it could also be used for patrol.

Chief Dutra stated that it needed to be used for crime scene or detective use because of the funding.

Public Comment

None

Mr. Welch *moved to Adopt Ordinance 15-04, An Ordinance Requesting the Purchase of a Vehicle for Detective/Crime Scene Operations Using Justice Funds*

Seconded by Mr. McCarthy

Discussion

Mr. Welch *moved to amend by replacing Ordinance 15-04 with Ordinance 15-04 Substitute A.*

Seconded by Ms. Holm

Discussion

Ms. Holm moved to amend line 20 to strike Chevrolet Tahoe and substitute with Ford Expedition.

Seconded by Mr. Welch

Discussion

Smith said he would be more apt to go with what the Chief said would be better for the department.

Welch concurred with councilman Smith and that the Tahoe had better towing capacity and would be better suited for the NPPD.

Holm said that the Chief said this vehicle would have the same towing capacity as the Expedition and this would still give the officer the tools to do his role. With the cuts in revenue with Flint Hills, she felt the amendment was appropriate and would save the City \$5,000.

On the amendment

PASSED

Yes: 4 - Holm, Welch, Smith, Ward

No: 0-

Absent: 3 – McGhee, Hunter, McCarthy

On the main motion as amended

PASSED

Yes: 4 - Holm, Welch, Smith, Ward

No: 0-

Absent: 3 – McGhee, Hunter, McCarthy

COUNCIL COMMENTS

Mr. Welch thanked the boy scouts for coming out tonight.

Ms. Holm thanked the boy scouts for coming out.

Mr. Smith thanked boy scouts for coming out tonight and asked everyone to be careful on the roads. He stated that we have more than 8 hours of daylight now.

Mayor Ward thanked everyone for coming out tonight.

ADJOURNMENT

Mr. Welch adjourned the meeting at 8:08 p.m.

Seconded by Mr. Smith

The regular meeting of March 2, 2015 adjourned at 8:08 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, March 16, 2015.

Bryce J. Ward, Mayor

ATTEST:

Kathryn M. Weber, MMC
North Pole City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Megan Smith is a Senior at North Pole High School and is the daughter of Lisa Lakey of Fairbanks; and

WHEREAS, Megan is focused and self disciplined which makes her a great student and athlete. She is a member of the track & Field team and volleyball team. Megan is also a member of the National Honor Society where she serves as treasurer and carries a 3.9 GPA; and

WHEREAS, Megan has taken the initiative to pursue higher education and has enrolled in a CNA (certified nursing assistant) course which she can use while attending college; and

WHEREAS, Megan volunteers her time tutoring students at the high school, babysitting, and always signs up for Clean-up Day; and

WHEREAS, Megan was Student Athlete of the Month in November, voted MVP in volleyball, and Most Valuable Teammate in volleyball; and

WHEREAS, Megan was recently accepted to the University of Utah where she plans on becoming a neonatal surgeon; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

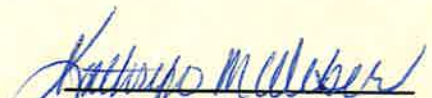
NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Megan Smith the:

*North Pole City Council
High School Student of the Month
For March 2015*



Bryce J. Ward, Mayor

ATTEST:



*Kathryn M Weber, MMC
North Pole City Clerk*



Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Steven Fischer is a Senior at North Pole High School and is the son of Maurice & Anna Fischer of North Pole; and

WHEREAS, Steven is focused and self disciplined which makes him a great athlete and student; and

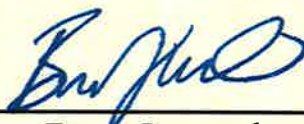
WHEREAS, Steven is an excellent student and is a member of the Student Council and serves as senior class president. He is also involved with the Ignition program which helps incoming freshman to adjust and to high school by mentoring and tutoring them throughout the year. Steven plays football for North Pole High School as left guard and is a member of the Key Club; and

WHEREAS, Steven volunteers his time by coaching youth football in the summer. He is applying to UAA and Jacksonville, Florida where he will study to be an Industrial Non-Destructive Tester; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

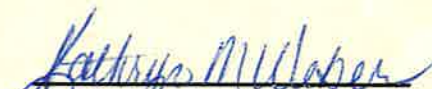
NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Steven Fischer the:

*North Pole City Council
High School Student of the Month
For February 2015*



Bryce J. Ward, Mayor

ATTEST:


*Kathryn M Weber, MMC
North Pole City Clerk*



Christmas in Ice

NORTH POLE * ALASKA



March 6, 2015

On behalf of Christmas In Ice, Inc. (CII), I formally request 4th quarter 2014 Bed Tax from the City of North Pole.

See attached 4th quarter and fiscal year-to-date detailed financial reports for the organization.

Bed tax revenue for 3rd quarter 2014 was received near the end of November. These funds covered all of the lighting supplies purchased between October 2014 and mid-February 2015. The excess bed tax revenue was used to repair one of the used electronic reader boards we purchased in March 2014.

Bed tax funds received for 4th quarter will help cover the shared utility payments that Santa Claus House invoices during the spring each year, after our event ends and our final spring ice harvest is over.

Our board of directors will be electing new officers and members in June. Until then, we are meeting monthly to discuss the past event and plan for the next one. We have one more ice harvest this spring, and one in November before the park opens November 28th. Thank you for your continued support of our organization. We are very excited to be able to remain at our present location for at least one more year and represent the City of North Pole, *where the Spirit of Christmas lives year 'round*.

Respectfully requested,

A handwritten signature in blue ink that reads "Betsy A. Jones". The signature is written in a cursive style.

Betsy A. Jones, Treasurer
Christmas In Ice, Inc.

Christmas In Ice, Inc.
Balance Sheet
As of December 31, 2014

Accrual Basis

	Dec 31, 14
ASSETS	
Current Assets	
Checking/Savings	
Checking	43,587.45
Petty Cash	1,500.00
Total Checking/Savings	45,087.45
Accounts Receivable	
Accounts Receivable	13,428.00
Total Accounts Receivable	13,428.00
Other Current Assets	
Undeposited Funds	
CC transactions	1,105.00
Total Undeposited Funds	1,105.00
Total Other Current Assets	1,105.00
Total Current Assets	59,620.45
Fixed Assets	
Furniture and Equipment	16,827.17
Accumulated Depreciation	-5,932.67
Total Fixed Assets	10,894.50
TOTAL ASSETS	70,514.95
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	776.00
Total Accounts Payable	776.00
Total Current Liabilities	776.00
Total Liabilities	776.00
Equity	
Unrestricted Net Assets	21,859.32
Net Income	47,879.63
Total Equity	69,738.95
TOTAL LIABILITIES & EQUITY	70,514.95

Christmas In Ice, Inc.
Profit & Loss: 3rd Qtr 2014
October through December 2014

Accrual Basis

	Oct - Dec 14
Ordinary Income/Expense	
Income	
Contribs, gifts, grants, other	
Grant Revenue	1,000.00
Bed Tax-CNP	6,228.76
Corporate Contributions	
Corp Reimbursements	13,054.00
Corporate Contributions - Other	18,599.99
Total Corporate Contributions	31,653.99
Youth Carver Sponsorships	1,000.00
Individ, Business Contributions	828.17
In-Kind Contributions	10,369.86
Total Contribs, gifts, grants, other	51,080.78
Program Service Revenue	
Ice Revenue	525.00
Event income	
Carving Competition Fees	375.00
Gate Entry	44,189.00
Merchandise Sales	
Handwarmers	280.00
Batteries	9.00
Stamps for postcards	14.00
Fleece gloves	336.00
Sleds	558.00
T-shirts	1,223.00
Hoodies	730.00
Crew	423.00
Knit cap	340.00
Lapel pins	48.00
Sticker	72.00
Program	70.00
Post card	218.00
Sculptures	825.00
Chinese gifts	203.00
Sunshine Cottage - 100% profit	115.00
Concessions	
Nuts, by Joanne	134.00
Concessions - Other	1,899.00
Total Concessions	2,033.00
Merchandise Sales - Other	13.00
Total Merchandise Sales	7,510.00
Total Event income	52,074.00
Total Program Service Revenue	52,599.00
Total Income	103,679.78
Cost of Goods Sold	
Cost of Sales	
COS Stickers	509.99
COS T-shirts	829.70
COS Sleds	2,500.00
COS Stamps	34.00
COS Crew Neck Sweatshirts	688.50
COS Hoodie Sweatshirts	649.80
COS Postcards	218.20

Christmas In Ice, Inc.
Profit & Loss: 3rd Qtr 2014
October through December 2014

Accrual Basis

	Oct - Dec 14
COS Concessions	1,957.36
Cost of Sales - Other	0.00
Total Cost of Sales	7,387.55
Total COGS	7,387.55
Gross Profit	96,292.23
Expense	
Contract Services	
Day Labor	2,780.00
Ice Carving Labor	25,000.00
Total Contract Services	27,780.00
Advertising	1,809.20
Office exp	
Printing and Copying	3,252.34
Membership Dues	470.00
Licenses & Permits	150.00
Office exp - Other	9.98
Total Office exp	3,882.32
Telephone, Internet, Webcams	886.19
Occupancy	
Rent - Facilities	1,425.71
Sanitation	133.94
Total Occupancy	1,559.65
Food & Beverage	5,191.33
Insurance	4,082.00
Park Operations	
Competition Awards	10,650.00
Supplies	5,213.62
Total Park Operations	15,863.62
In-Kind Exp (until categorized)	0.00
Facilities and Equipment	
Equip - Rent, Repair & Mainten	15,421.78
Fuel	2,684.00
Lighting Supplies	3,589.49
Total Facilities and Equipment	21,695.27
Bank fees	847.35
Total Expense	83,596.93
Net Ordinary Income	12,695.30
Other Income/Expense	
Other Income	
TILL OVER	139.40
Total Other Income	139.40
Other Expense	
TILL SHORT	207.00
Total Other Expense	207.00
Net Other Income	-67.60
Net Income	12,627.70

Christmas In Ice, Inc.
Profit & Loss: Fiscal year-to-date
July 1, 2014 through March 6, 2015

Accrual Basis

	Jul 1, '14 - Mar 6, 15
Ordinary Income/Expense	
Income	
Contribs, gifts, grants, other	
Grant Revenue	1,000.00
Bed Tax-CNP	29,321.39
Corporate Contributions	
Corp Reimbursements	13,054.00
Corporate Contributions - Other	53,599.99
Total Corporate Contributions	66,653.99
Youth Carver Sponsorships	1,000.00
Individ, Business Contributions	1,758.55
Fred Meyer Rewards	180.64
amazonSmile Foundation	8.83
In-Kind Contributions	11,769.86
Total Contribs, gifts, grants, other	111,693.26
Program Service Revenue	
Ice Revenue	900.00
Event income	
Carving Competition Fees	1,050.00
Gate Entry	51,888.00
Merchandise Sales	
Handwarmers	338.00
Batteries	9.00
Stamps for postcards	18.00
Fleece gloves	398.20
Sleds	684.00
T-shirts	1,488.20
Hoodies	800.00
Crew	513.00
Knit cap	357.91
Lapel pins	63.00
Sticker	92.00
Program	78.00
Post card	243.00
Sculptures	900.00
Chinese gifts	238.00
Sunshine Cottage - 100% profit	162.00
Concessions	
Nuts, by Joanne	174.00
Concessions - Other	2,399.00
Total Concessions	2,573.00
Merchandise Sales - Other	13.00
Total Merchandise Sales	8,968.31
Total Event income	61,906.31
Total Program Service Revenue	62,806.31
Total Income	174,499.57

Christmas In Ice, Inc.
Profit & Loss: Fiscal year-to-date
July 1, 2014 through March 6, 2015

Accrual Basis

	Jul 1, '14 - Mar 6, 15
Cost of Goods Sold	
Cost of Sales	
COS Chinese gifts	385.00
COS Stickers	509.99
COS T-shirts	829.70
COS Sleds	2,500.00
COS Stamps	34.00
COS Crew Neck Sweatshirts	688.50
COS Hoodie Sweatshirts	649.80
COS Postcards	218.20
COS Concessions	2,000.36
Cost of Sales - Other	0.00
Total Cost of Sales	7,815.55
Total COGS	7,815.55
Gross Profit	166,684.02
Expense	
Contract Services	
Day Labor	2,780.00
Accounting	1,000.00
Ice Carving Labor	45,350.00
Total Contract Services	49,130.00
Advertising	2,295.20
Office exp	
Printing and Copying	3,387.33
Membership Dues	720.00
Licenses & Permits	190.00
Postage, Mailing Service	164.32
Office exp - Other	29.77
Total Office exp	4,491.42
Telephone, Internet, Webcams	981.98
Occupancy	
Rent - Facilities	2,687.71
Sanitation	1,054.55
Utilities	3,000.00
Total Occupancy	6,742.26
Travel	2,500.00
Food & Beverage	5,149.33
Depreciation	1,588.93
Insurance	4,082.00
Park Operations	
Competition Awards	10,850.00
Miscellaneous	14.95
Supplies	5,756.53
Total Park Operations	16,621.48
Donations	1,000.00
In-Kind Exp (until categorized)	0.00
Facilities and Equipment	
Equip - Rent, Repair & Mainten	18,483.92
Fuel	2,773.21
Lighting Supplies	4,297.41
Total Facilities and Equipment	25,554.54
Bank fees	1,050.12
Total Expense	121,187.26
Net Ordinary Income	45,496.76

Christmas In Ice, Inc.
Profit & Loss: Fiscal year-to-date
July 1, 2014 through March 6, 2015

Accrual Basis

	<u>Jul 1, '14 - Mar 6, 15</u>
Other Income/Expense	
Other Income	
TILL OVER	175.51
Total Other Income	<u>175.51</u>
Other Expense	
TILL SHORT	227.00
Total Other Expense	<u>227.00</u>
Net Other Income	<u>-51.49</u>
Net Income	<u><u>45,445.27</u></u>



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

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

March 10, 2015

To: North Pole City Council

Re: 2015 Chena River Flood Control Project Agreement

I would like to request that the City Council approve the US Corps of Engineers Chena River law enforcement agreement for 2015 in the amount of \$82,795.01.

This year's agreement is similar to previous years and covers the costs associated with providing one full time law enforcement officer from NPPD for the period between May 1, 2015 and September 30, 2015. This covers approximately 22 weeks of continuous law enforcement service.

This contract has been in place since the 90's and is vital to the security plans for the US Corps of Engineers Chena River Flood Control Project. This contract covers a patrol officer's wages for 880 regular hours, 40 hours of possible overtime and 920 hours of vehicle costs and 24 hours of holiday pay.

If you have any question regarding this agreement please feel free to contact me.

Thank you for your time.


Chief Steve Dutra

COOPERATIVE AGREEMENT BETWEEN THE U.S. ARMY CORPS OF
ENGINEERS AND THE CITY OF NORTH POLE, ALASKA FOR THE PROVISION
OF LAW ENFORCEMENT SERVICES

APPENDIX A
2015 PLAN OF OPERATION FOR LAW ENFORCEMENT SERVICES
AT THE CHENA RIVER FLOOD CONTROL PROJECT

TASK ORDER 01-2015

1. INTRODUCTION

In the interest of public safety and security, the City of North Pole, Alaska (**Cooperator**) will provide law enforcement services on U.S. Army Corps of Engineers (**Corps**) managed lands and waters within the Chena River Flood Control Project as described below. The Corps has proprietary jurisdiction over all Project lands and waters in accordance with Federal regulations contained within Title 36, Code of Federal Regulations, Part 327. Law enforcement cooperative agreements (LECA) with states or their political subdivisions are authorized by Engineer Regulation 1130-2-550, Chapter 7, to help provide a safe and healthful environment for public use at Corps water resource development projects. Concurrent patrol and enforcement by both the Corps and the Cooperator is the most effective means of assuring a safe environment for public use at the Chena River Flood Control Project.

2 DESCRIPTION OF WORK AREA

The work area covered by this task order includes all accessible Corps managed public lands and waters contained within the boundaries of the Project (Attachment 1). Most, but not all, patrol work will be in those areas receiving the greatest use to maximize visibility and effectiveness. These areas include the Project entrance road corridor, dam structure and outlet works, bicycle trail, visitor kiosk, Piledriver Slough access areas, Bathing Beauty Hole, Moose Creek Bluff, Tanana groin road and silt blanket portion of the floodway.

The **Chena Lakes Recreation Area** (*Lake Park and River Park*), leased to and managed by the Fairbanks North Star Borough (FNSB), **is not included in this Task Order**; however, this will not preclude the Cooperator from independently entering these areas in extreme emergencies. The Cooperator may, at no expense to the Corps, provide backup support to the Alaska State Troopers (AST) responding to other than extreme emergencies in the leased parks pursuant to state or local authority. **The FNSB is expected to call AST for all law enforcement within the Chena Lakes Recreation Area since they (the FNSB) are not a party to the original LECA or this Task Order.**

3. PERIOD OF SERVICES

Regularly scheduled patrols shall begin no earlier than May 1, 2015 and shall end no later than September 30, 2015. This period covers approximately 22 weeks of continuous service from the Cooperator.

4. NORMAL LEVEL OF SERVICE

There is currently no scheduled law enforcement service provided at the Project. The Alaska State Troopers make infrequent visits to the Project and respond to emergencies if available. The FNSB has no law enforcement powers or organization.

5. TASKS

a. The Cooperator shall provide one or more state certified law enforcement officers, with jurisdictional authority to enforce State laws on the Project, to perform an average of 40 hours of patrol work each week during the service period. The total number of hours worked under this task order shall not exceed 880 hours, regular time; 40 hours, overtime; and 24 hours, holiday time.

1. Patrol work will be performed by one law enforcement officer using the Cooperator's law enforcement vehicle (s), the Corps' all-terrain vehicles, patrol boat and by foot. The primary emphasis of these patrols will be on accident prevention, emergency services to Project visitors, and the enforcement of state laws. Maximum visibility of the Cooperator is desired to encourage voluntary compliance with laws and regulations. Liberal use of verbal and written warnings for minor infractions is encouraged; enforcement actions are to be undertaken as necessary.

2. The Cooperator shall generally provide services from Thursday through Monday each week. Service on Tuesday and Wednesday will generally not be required except for holidays falling on these days for which holiday wages will be paid. If Corps requested work for individual officer exceeds 40 hours in one week, overtime will be paid.

3. Patrol work shall usually coincide with the daily period of greatest use of the Project by visitors. Except for special circumstances or as otherwise directed by the Corps, the Cooperator is expected to begin work no earlier than 1000 and finish no later than 2400 each day. Within this general coverage window, the Corps will allow maximum flexibility in the Cooperator's daily schedule. Should inclement weather, equipment down time or other conditions beyond the control of the Cooperator reduce the patrol on a particular day, the lost time may be made up on another day when additional work is considered necessary. The cooperator is encouraged to rotate starting points and work hours so as not establish a predictable patrol pattern.

4. LECA Officer will supply the Project Manager with their weekly work schedule. The Officer will stop at the office or call the On Duty Ranger at the beginning of each shift to give notice they are on duty.

b. The Cooperator shall operate traffic radar on the primary Project access road as necessary to measure and control traffic speed along the road and prevent accidents.

6. DAILY LAW ENFORCEMENT LOG

The Cooperator shall maintain a daily activity log recording all incidents, accidents, visitor assists and public contacts, including warnings (written & verbal) or citations issued. It is particularly important that any work (to include emergency responses and assists to AST) performed within the **Chena Lakes Recreation Area** (Lake and River Parks), that is leased to and operated by the FNSB, be noted separately for statistical purposes. A summation of the activity log shall be submitted to the Corps at the end of each month. Detailed written reports of major incidents such as traffic accidents, fatalities, theft, property damage, assaults and other such incidents shall be submitted to the Corps no later than the following scheduled workday. Time spent during Project Duty Hours off-project responding to emergency calls, involvement in Parades, Special Events, and trainings outside the scope of this contract will be recorded on the monthly log. Documentation will include incident/event, location, and total time spent off-project. Any time spent off-project in excess of 30 minutes per incident will be added up each month, rounded to the nearest 1 hour, and deducted from the total hours worked for the month as based on the monthly law enforcement logs. If authorized by Project Manager, time logged off the project may be offset to another day within the invoice period. If the time is offset the payment of overtime by the USACE is not permitted when on duty for offset time. Monthly reports supplied to Chena from NPPD need to be submitted by the end of the second week of the following month.

Any emergency involving a fatality, serious injury, major property damage or credible physical security threat involving the dam shall be reported immediately to the Corps' Project Manager or Senior Park Ranger regardless of time of day.

7. COST OF SERVICES

The hourly rate for law enforcement services shall be as follows:

<u>Item</u>	<u>Cost/Hour</u>	<u>Estimated Hours</u>	<u>Estimated Cost</u>
Officer's Total Hourly Rate*	\$ 53.76	880	\$ 47,308.80
Vehicle Rate**	\$ 34.47	920***	\$ 31,712.40
Overtime (Officer/)	\$ 67.55	40	\$ 2,702.00
Holiday (Officer/)	\$ 44.65	24	\$ 1,071.81
TOTAL COST			\$ 82,795.01

* To include all insurance costs

** Vehicle rate is cost for depreciation and maintenance only and not for purchase costs.

*** Includes overtime hours

8. COMPENSATION TO THE COOPERATOR

The Cooperator shall be paid for services listed in this task order performed over the agreement period. No legal liability on the part of the Corps for payment of any money for performance outside of this task order shall arise. Additional work, if necessary, will be covered under separate task orders.

9. BILLINGS

The Cooperator shall submit monthly invoices to the Corps, itemizing the hours of services actually performed and the hourly rates listed previously in Section 7. The Cooperator's log will be used as one method of verifying performance. Invoices shall be submitted the month following the invoice month.

Invoices shall be submitted directly to the following:

U.S. Army Corps of Engineers
Chena River Flood Control Project
PO Box 55270
North Pole, AK 99705

10. PAYMENTS

Monthly invoices will be reviewed for accuracy and forwarded to the Alaska District Office in Anchorage for payment. The Cooperator will be paid only for those services received and approved by the District Engineer's Representative at the Project. The total cost of services performed during the term of this agreement may not exceed \$ 82,795.01.

11. CORPS AND COOPERATOR REPRESENTATIVES

1. Mr. Tim Feavel, Project Manager, Chena River Flood Control Project, P.O. Box 55270, North Pole, AK 99705, telephone 488-2748, is designated as the District Engineer's Representative and Point of Contact for all matters relating to this task order.

2. Mr. Steve Dutra, Chief, North Pole Police Department, 125 Snowman Lane, North Pole, AK 99705, telephone 488-8459, is designated the Cooperator's Representative and Point of Contact for all matters relating to this task order.

12. APPROVAL

The date of approval for this annual task order shall be the date on which it is signed by the Chief, Construction-Operations Division, U.S. Army Corps of Engineers, Alaska District. This Plan of Operation shall remain in effect until modified or terminated for convenience by either party.

U.S. ARMY CORPS OF ENGINEERS
(To be signed after negotiations)

Julie Anderson.
Chief, Operations Branch
U.S. Army Engineer District, Alaska

DATE

CITY OF NORTH POLE, ALASKA
(To be signed after negotiations)

Bryce Ward
Mayor, City of North Pole, Alaska

DATE

THE CITY OF FAIRBANKS

and

THE CITY OF NORTH POLE

AGREEMENT FOR EMERGENCY DISPATCHING SERVICES

1.0 **PURPOSE:** This Intergovernmental Agreement serves to establish a professional services agreement between the City of Fairbanks (Fairbanks) operating the Fairbanks Emergency Communications Center (FECC) and City of North Pole (North Pole) for the purpose of providing Emergency Dispatching Services and contains the following objectives:

1.1 To promote the health, safety and general welfare of the citizens throughout North Pole. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call taking, emergency call processing, dispatching and all emergency response communications.

1.2 To define deliverables to be provided by both parties.

1.3 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS.

2.0 **DEFINITIONS:** As used in this Agreement the following words and phrases have the meanings indicated unless the context clearly requires otherwise:

2.1 “Other Services” means services relate to emergency service or jurisdictional communications provision, such as administrative call-taking.

2.2 “E9-1-1” (Enhanced 9-1-1) means the emergency communications system which connects the public to emergency response. The system provides Automatic Number Information (ANI) and Automatic Location Information (ALI) data delivered with 9-1-1 Calls.

2.3 “Participants” means the parties to this Agreement and such other entities as become parties in the future.

2.4 “Call Taking” means the act of answering 911 calls from the public and obtaining the information necessary to dispatch a public safety unit, such as fire, police medical and rescue, to the reported location of the emergency.

- 2.5 “Discretion” means any situation where the call taker believes an emergency situation may exist and initiates an appropriate public safety response.
- 2.6 “Dispatching” means the act of alerting and directing the response of public safety units to the desired location.
- 2.7 “Emergency Protocols” means a highly defined procedure, placed into a reference system, designed to lead the call taker through a predictable, repeatable, verifiable process for a specific situation.

3.0 FACILITIES AND EQUIPMENT:

- 3.1 Fairbanks provides a 9-1-1 Center (FECC) that includes the following facilities: (1) Dispatch area, (2) Dispatch Center Manager Office, (3) radio / recording / CAD / 9-1-1 technology equipment rooms, (4) storage for inventory, supplies and records, (5) locker room, (6) bathroom / shower facilities, (7) kitchen, (8) break room, (9) training area, and (10) multi-purpose classroom / conference room. These facilities will be maintained in good working order.
- 3.2 Fairbanks provides the labor to staff the FECC. Fairbanks will endeavor to staff the center in order to meet ISO call taking / dispatching standards. During the life of this contract, staffing levels will be as listed in 3.2.1. If extensions for additional time are added to the contract, staffing may be adjusted.
 - 3.2.1 Current authorized staffing levels:
 - 3.2.1.1 Dispatch Manger / Department Head - 1
 - 3.2.1.2 Administrative Call Takers – 1.5
 - 3.2.1.3 Shift Supervisors - 4
 - 3.2.1.4 Dispatchers - 12
- 3.3 The Fairbanks North Star Borough provides the 9-1-1 Equipment, networking components, telephone lines, workstation hardware, software, annual maintenance and GIS support for the 9-1-1 system. Fairbanks maintains a 9-1-1 Call Taking Agreement for use of this equipment.
 - 3.3.1 Long Distance or other charges that are incurred at FECC in the performance of this Dispatch Services Agreement shall be paid by FECC.
- 3.4 Fairbanks currently employs the following Public Safety Software applications:
 - 3.4.1 SunGard Public Sector – OSSI:

3.4.1.1 Computer Aided Dispatch (CAD) system. The CAD system tracks all calls for service regardless of service type. The following interfaces are maintained for the CAD:

3.4.1.1.1 E9-1-1 Interface to CAD

3.4.1.1.2 Paging Interface to CAD – This system can in turn distribute messages to such third party vendors as Active 911 and I Am Responding.

3.4.1.1.3 Interface between CAD and Priority Dispatch ProQA emergency dispatch protocols for fire, medical and police disciplines.

3.4.1.1.4 Pictometry (oblique imaging) interface

3.4.1.1.5 CAD Interface to fire and EMS records management programs, such as ACS Firehouse and Imagetrend.

3.4.1.1.6 Rip and Run printer / Fax / E-mail interface.

3.4.1.2 Mobile Computer Terminals (MCT) solution is available for fire, EMS and law enforcement users. This solution is integrated with the Sungard Public Sector OneSolution CAD system. North Pole participates in this program and annual maintenance licensing fees shall be calculated as part of the overall dispatch fee.

3.4.1.2.1 If North Pole requests to add additional MCT users to the system which would require the purchase of additional user licenses, North Pole shall pay the cost of the additional user license fees for the software. Fairbanks will pay the annual maintenance fees associated with the system.

3.4.1.3 Records Management System (RMS) for Law Enforcement – An integrated RMS system with full reporting capabilities is available for use.

3.4.1.3.1 Mobile Field Reporting (Law Enforcement) – An integrated mobile field reporting solution is available to law enforcement MCT users, allowing for completion of law enforcement incident reports remotely.

- 3.4.2 Fairbanks will ensure that annual maintenance contracts with the public safety software vendor are in place and up to date for the City of Fairbanks owned applications. Fairbanks will ensure that equipment and software are maintained in a good working order and software updates are applied as practical.
- 3.4.3 The Fairbanks IT Department shall ensure that FECC's computer hardware, connectivity and backup systems are maintained in good operating condition.
- 3.5 Digital Call Logging Recordings of all conventional radio channels, agency ALMR radio talk groups and 9-1-1 telephone calls are maintained for three (3) years. Agencies are able to request digital copies of their recordings upon request and any fees for the recordings are covered in the base dispatch fee.
- 3.6 Fairbanks currently maintains a Motorola Solutions 7500 IP Dispatch radio system that uses both conventional radio assets and Alaska Land Mobile Radio (ALMR) digital trunked resources.
 - 3.6.1 There are a total of ten (10) operator positions on this system.
 - 3.6.1.1 Eight (8) operator positions and common control equipment located at FECC at 911 Cushman Street.
 - 3.6.1.2 Two (2) operator positions located at the Fairbanks North Star Borough Emergency Operations Center at 800 William C. Leary Lane.
 - 3.6.2 There are two (2) channels of digital instant recall recording available.
 - 3.6.3 Fairbanks maintains an annual maintenance agreement with Motorola Solutions for the radio consoles.
 - 3.6.4 The system also has one (1) back up mobile radio which serves as an emergency back-up radio at each operator position at FECC.
- 3.7 Fire Station Alerting - Fairbanks will be updating and installing a new Fire Station Alerting system in calendar year 2015. The bulk of this project is grant funded from a Department of Homeland Security award to the City of Fairbanks for purposes of upgrade and installation into the ten existing fire station alerting equipped stations and the addition of the two University Fire Department stations onto the system. The vendor will be identified through a Request for Proposal (RFP) process. A representative from North Pole Fire will be an evaluator of the RFP responses.

3.7.1 Ongoing maintenance of Fire Station Alerting – Once the new system is installed, Fairbanks will be responsible for the maintenance of hardware and software within its facilities. North Pole shall be responsible for the hardware and maintenance of the equipment at the North Pole Fire facilities.

3.8 Fairbanks provides both uninterrupted power supply (UPS) and backup generator power in order for FECC to continue to operate during loss of shore power. The Fairbanks Public Works Department is responsible for performing the ongoing maintenance, testing and maintaining testing records of the systems in compliance with the testing schedule set forth in National Fire Protection Association (NFPA) 1221 and 110 standards.

4.0 PERFORMANCE STANDARDS: FECC will meet the following standards:

4.1 Dispatch Services – Upon receipt of request for either emergency or non-emergency assistance for fire, EMS or law enforcement services, FECC shall dispatch and track responding units for records keeping purposes.

4.2 APSIN / NCIC Entry – FECC shall perform required data entry of missing persons, vehicles, guns, articles and boats as required by APSIN/NCIC entry regulations.

4.2.1 Copies of the required data entry will be placed into an inter-office mail box for the North Pole Police Department, located in the FECC.

4.2.2 The parties agree to complete and provide copies of any required interagency agreements to accomplish the APSIN / NCIC entry as required by the State of Alaska, Department of Public Safety.

4.3 APSIN / NCIC queries from law enforcement field units shall be performed from requests of the Police Main – talk group, CRIMES inquiry – talk group or available via an MCT APSIN / NCIC interface.

4.4 The parties agree each participant shall be responsible for training and maintaining the appropriate certifications for their employees to access APSIN / NCIC and NLETS.

4.5 Call Taking Services – FECC shall answer the business line for the North Pole Police Department when the North Pole Records / Evidence Custodian is not available to answer the telephone during normal business hours, after normal business hours to include weekends and holidays.

4.6 Outgoing Telephone Call Requests – FECC shall make outgoing phone calls on behalf of North Pole employees as requested. FECC will also make outgoing telephone calls on a prearranged basis for specific conditions. Examples: Notification of a Police Supervisor of a pursuit when no supervisor is currently on duty.

4.7 Paging Software – FECC will maintain paging software which can be programmed to initiate an alphanumeric text page for specific incident types. Upon request, additional pages can be sent to North Pole employees.

4.7.1 Please note that Fairbanks is only ensuring the annual maintenance of the paging software is up to date and the software is installed and functioning. Fairbanks has no control over the speed and quality of telecommunications services provided by carriers outside the Fairbanks network.

4.8 Information Technology (IT) Services:

4.8.1 Each party is responsible for acquiring its own hardware solutions.

4.8.2 Should additional user licenses for software be required, the cost of those licenses shall be borne by the participant causing the cost.

4.8.3 The Fairbanks IT department will work on connectivity of North Pole hardware to the Fairbanks network and ensure that the hardware has the capability to log on to the software. Once the ability to log into the software is ensured, software issues will be handled by the appropriate North Pole user.

4.8.4 Through the duration of this contract, if additional methods of connectivity are identified to maintain operational necessity, Fairbanks and North Pole will identify the most cost efficient manner to accomplish connectivity. Costs to add, remove and change telecommunications services, as well as any recurring costs shall be covered in a separate addendum to this contract or as a standalone contract between Fairbanks and North Pole.

5.0 **OWNERSHIP OF RECORDS:** The participants agree that the City of Fairbanks owns the data created by the dispatching systems and generated by 9-1-1 calls. This includes the audio recordings, CAD data resulting from a 9-1-1 call and records produced by the 9-1-1 system.

5.1 Fairbanks owns the following records, which North Pole has the right to access:

5.1.1 Digital Call Logging Recordings of all 9-1-1 calls, radio traffic and non-emergency telephone lines.

5.1.2 CAD data to include all CAD interfaces.

5.1.3 MCT Message Switch data.

5.1.4 MFR data.

5.2 North Pole owns the following records:

5.2.1 Fire and EMS records management data.

5.2.2 Police RMS data (Sungard Public Sector OneSolution RMS (formerly known as Pistol RMS) – North Pole PD library.

6.0 **TRAINING** – Fairbanks agrees to train staff members in the following manner.

6.1 All communications center employees will be trained and certified in the use of the following Priority Dispatch protocols: Emergency Fire Dispatch (EFD), Emergency Medical Dispatch (EMD) and Emergency Police Dispatch (EPD) within one (1) year of beginning employment.

6.2 FECC will ensure that staff members receive Continuing Dispatch Education (CDE) sufficient to recertify through the National Academies of Emergency Dispatch (NAED) biannually on the protocols listed in section 6.1 of this agreement.

6.3 FECC will ensure that staff members receive approved National Incident Management System (NIMS) for the following courses:

6.3.1 IS-100: Introduction to Incident Command System

6.3.2 IS-700: An Introduction to National Incident Management System (NIMS)

7.0 **USER GROUPS:** Two User Groups will be established for the purpose of providing the opportunity for all user agencies to have input into the operations of the 9-1-1 Center. There will be a Law Enforcement User Group and a separate Fire / EMS / Rescue / Emergency Management User Group. Membership in each group will include the Chief / Director (or designee) of each agency which uses FECC services. These groups will meet at least quarterly to provide input for dispatching guidelines and operating procedures. The FECC Director will chair the meetings and take responsibility for ensuring meetings are conducted.

7.1 User Group recommendations relative to service levels, staffing levels, performance standards, operational procedures and protocols or systems shall be made to the FECC Dispatch Center Manager no later than September 1 of each year in order to be considered for implementation in the next budget year planning.

8.0 **DISPATCH CENTER MANAGER:** The FECC will be managed, operated and supervised by a Center Manager, who is a Fairbanks employee subject to Fairbanks' personnel policies and other employee regulations.

9.0 FUNDING:

9.1 Existing funding comes from Dispatch User Agreements and Fairbanks and Fairbanks North Star Borough 9-1-1 Call Taking Agreement.

9.2 Grant Funding: Applicable grants will be sought in order to assist in funding FECC and help offset costs to participants.

9.3 Formula based contract service agreements with other jurisdictions.

10.0 **ADMISSION OF NEW JURISDICTIONS:** Additional jurisdictions may become participants with the approval of Fairbanks and the users, with terms and conditions to be agreed upon by Fairbanks and the jurisdiction.

11.0 **WORKLOAD ANALYSIS:** Unless an alternate funding source for FECC is identified, the participants agree to have a workload analysis of FECC completed in the Spring of 2015 and again in the third year of this agreement for use in updating and determining a fee scale for participants. The workload analysis shall be agreed upon by all participants. The cost of the analysis shall be distributed based upon the most recent workload analysis percentages.

12.0 **DURATION OF AGREEMENT:** Subject to the right of either party to withdraw as provided in Section 13, the duration of the Agreement shall be for a period of one (1) year commencing from January 1, 2015 or date of execution (whichever is later) and continuing through December 31, 2015. In the event a new or amended agreement is not executed before December 31, 2015, the parties agree to continue the agreement on a month-to-month basis. Continuing the agreement on a month-to-month basis does not abrogate requirements in section 13 of this agreement.

13.0 **WITHDRAWAL:** In the event either party at any time desires to withdraw from the Agreement, said party must give twelve (12) months advance written notice to the other parties.

14.0 **COMPENSATION:** North Pole will pay Fairbanks \$140,000 for services under this agreement for the calendar year 2015. If the agreement is mutually extended in to subsequent years per the terms outlined in section 12 of this agreement, then North Pole will pay the City of Fairbanks \$180,000 for the 2016 calendar year.

15.0 **BILLING:** Billing for Dispatching services will be executed once yearly for the period covering January 1 through December 31, unless otherwise requested by North Pole.

16.0 **MEDIATION:** Any controversy between the members with regard to the application or interpretation of the Agreement shall be submitted to a mediator mutually agreed upon by

each participant. Upon failure of mediation, each party reserves all rights and remedies otherwise available under Alaska law.

17.0 INDEMNIFICATION AND HOLD HARMLESS: Subject to a specific appropriation by the Fairbanks City Council for this purpose, Fairbanks agrees to indemnify and defend North Pole against any claim arising from any wrongful act or negligence of Fairbanks. Fairbanks has no duty to defend or indemnify North Pole against any claim or action alleging, arising from, or based on a wrongful or negligent act by North Pole. The duty of Fairbanks to indemnify and defend North Pole extends to:

1. claims for death, or for damage to persons or property,
2. claims for economic loss, and
3. claims for costs, expenses, and attorney's fees.

The parties to this agreement recognize and agree that Fairbanks has no appropriation currently available to it to indemnify North Pole under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the Fairbanks City Council and the Fairbanks City Council's failure to make such an appropriation creates no further liability or obligation of Fairbanks.

Subject to a specific appropriation by the North Pole City Council for this purpose, North Pole agrees to indemnify Fairbanks against any claim arising from any wrongful act or negligence of North Pole. North Pole has no duty to defend or indemnify Fairbanks against any claim or action alleging any wrongful or negligent act by Fairbanks. The duty of North Pole to indemnify and defend Fairbanks extends to:

1. claims for death, or for damage to persons or property
2. claims for economic loss and
3. claims for cost expenses, and attorney's fees.

The parties to this agreement recognize and agree that North Pole has no appropriation currently available to it to indemnify Fairbanks under this provision and that enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of North Pole and North Pole's failure to make such an appropriation creates no further liability or obligation of North Pole.

The obligation to indemnify for acts occurring during the term of this contract shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

Nothing in this agreement shall be construed as a waiver of immunity granted to the parties under law.

18.0 **SEVERABILITY:** Should any part of the Agreement be determined by a court of competent jurisdiction to be invalid, illegal or against public policy, said offending section shall be void and of no effect, and shall not render any other section herein, nor this Agreement as a whole, invalid. Those rights and obligations under this Agreement, which by their nature should survive, shall remain in effect after termination, suspension or expiration hereof.

19.0 **EXECUTION:** This Agreement or amendments hereto, shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate motion, resolution or ordinance of each participating jurisdiction. This Agreement or any amendment thereto, shall be deemed adopted upon the date of execution by the last so authorized representative.

20.0 **SIGNATURES:** Each party to this agreement shall sign a signature page to constitute valid execution.

21.0 **ENTIRE AGREEMENT:** This document encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this Agreement shall be effective unless made in writing and signed by all members.

City of North Pole

City of Fairbanks

Bryce Ward, Mayor

John Eberhart, Mayor

Attest:


Kathy Weber, MMC
North Pole City Clerk

Danyielle Snider, CMC
Fairbanks Deputy City Clerk



North Pole Fire Department
125 Snowman Lane - North Pole, Alaska 99705
Phone: 907.488.2232 Fax: 907.488.3747

Memo

To: Mayor Ward
From: Chief Lane 
Date: 3/9/15
Re: Radio Purchase

Mr. Mayor,

I am requesting the City Council approve the purchase of ten (10) APX 4000 Motorola portable radio's. These radios are to replace aging EF Johnson radios that are beyond their useful life span. The EF Johnsons are no longer in production and replacement parts are no longer manufactured. The purchase includes Extra Battery and Charger.

The purchase will be from Motorola Solutions. The Apx 4000 radio is part of the Motorola WSCA Purchasing, Contract # 02702 so no bid is required.

Funding sources for this purchase:

2013 State Homeland Security Grant	\$15,000
2013 State Platform Grant	\$15,479.95
Equipment outlay	\$55.00
Total Purchase Price	\$30,534.95

Please let me know if you have any questions.



MOTOROLA SOLUTIONS

Quote Number: QU0000313115

Effective: 09 MAR 2015

Effective To: 08 MAY 2015

Bill-To:

NORTH POLE, CITY OF
125 SNOWMAN LN
NORTH POLE, AK 99705
United States

Ultimate Destination:

NORTH POLE, CITY OF
125 SNOWMAN LN
NORTH POLE, AK 99705
United States

Attention:

Name: Buddy Lane
Phone: 907-488-0444

Sales Contact:

Name: Cheryl Moore
Email: cmoore@procommak.com
Phone: 9072612600

Contract Number: WSCA STANDARD

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	\$1,756.00	\$1,317.00	\$6,585.00
1a	5	H499JU	ENH: SUBMERSIBLE (DELTA T)	\$250.00	\$187.50	\$937.50
1b	5	QA04934AA	ALT: IMPRES LI-ION 2300MAH RUGGED UL BATTERY	\$50.00	\$37.50	\$187.50
1c	5	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1d	5	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$1,177.50	\$5,887.50
1e	5	H886AQ	ENH: 3 YR SFS LITE	\$104.00	\$104.00	\$520.00
2	5	NNTN8560A	BATT IMPRES LIION TIA4950 IP67 2500T	\$155.00	\$116.25	\$581.25
3	5	RLN6433A	MOTOTRBO TRAVEL CHARGER	\$95.00	\$71.25	\$356.25

Total Quote in USD

\$15,055.00

15-088 WSCA contract 0272

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



MOTOROLA SOLUTIONS

Quote Number: QU0000312121

Effective: 02 MAR 2015

Effective To: 01 MAY 2015

Bill-To:

NORTH POLE, CITY OF
125 SNOWMAN LN
NORTH POLE, AK 99705
United States

Ultimate Destination:

NORTH POLE, CITY OF
125 SNOWMAN LN
NORTH POLE, AK 99705
United States

Attention:

Name: Buddy Lane
Phone: 907-488-0444

Sales Contact:

Name: Cheryl Moore
Email: cmoore@procommak.com
Phone: 9072612600

Contract Number: WSCA STANDARD

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	5	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	\$1,756.00	\$1,317.00	\$6,585.00
1a	5	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1b	5	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$1,177.50	\$5,887.50
1c	5	H886AQ	ENH: 3 YR SFS LITE	\$104.00	\$104.00	\$520.00
1d	5	H499JU	ENH: SUBMERSIBLE (DELTA T)	\$250.00	\$187.50	\$937.50
1e	5	QA04934AA	ALT: IMPRES LI-ION 2300MAH RUGGED UL BATTERY	\$50.00	\$37.50	\$187.50
2	5	WPLN4232A	110 VAC 50/60 HZ US IMPRES SUC	\$63.00	\$47.25	\$236.25
3	1	RVN5224AB	PURCHASED SOFTWARE,CPS R13.00.01 APX PDR MOB	\$375.00	\$375.00	\$375.00
4	1	5184054Y01	IC,4KBIT RAM & TIME IBUTTON	\$42.00	\$33.60	\$33.60
5	1	5185956E75	INTFC, SER, IC USB PORT ADPTR	\$47.00	\$37.60	\$37.60
6	1	PMKN4012B	PORTABLE PROGRAMMING CABLE	\$75.00	\$60.00	\$60.00
7	5	NNTN8560A	BATT IMPRES LIION TIA4950 IP67 2500T	\$155.00	\$124.00	\$620.00

(Notes)optional spare battery

Total Quote in USD

\$15,479.95

15-079 WSCA contract 02702

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)



MISSION READY WHEN IT MATTERS MOST

APX™ 4000 PROJECT 25 PORTABLE RADIO

Chemical spill. Catastrophic storm. Power outage. When every minute matters, you must communicate instantly with other agencies and responders. But how do you prepare for a disaster and keep control of operating costs? That's where the APX 4000 P25 portable radio answers the call, expertly and affordably.

The APX 4000 delivers all the benefits of TDMA technology in the smallest P25 capable portable in the industry. Easy to use, tough as nails, a hard value to beat, it seamlessly connects agencies throughout your city for fast, interoperable communications.

EVERY INCH AN APX

The APX 4000 leverages the leading attributes of the APX family of P25 TDMA portables. From the 2-microphone design that reduces background noise so you can speak and hear clearly over heavy equipment, diesel engines and sirens to the high-spec RF performance for excellent coverage in challenging environments.

With its easy-to-use interface, color display, intelligent lighting and radio profiles, you get all the power of APX in a compact radio. Plus, you can extend the performance of your radio with a complete portfolio of industry-leading IMPRES smart energy and audio accessories.

COMPACT AND UNCOMPROMISING

A compact P25 Phase 2 capable portable, the APX 4000 gets the job done without getting in the way. Simplified controls and a choice of either dedicated volume and channel knobs (2 knob model), or an enlarged multifunction knob (1 knob model), the APX 4000 provides readiness for any type of work setting. And its standard IP67 and MIL-STD certified to withstand dust, heat, shock, drops and water immersion, so you can count on it wherever you need it – at the factory line, power line or fire line.

P25 PERFORMANCE, INSIDE AND OUT

Loaded with key P25 features to increase safety, the APX 4000 features Mission Critical Wireless, a unique Bluetooth® solution that provides an encrypted link to a high performance earpiece, GPS for quickly locating personnel outdoors, AES encryption for improved security, and over-the-air programming to program radios in the field without interrupting voice operation.

IMPROVE RESPONSE AND EXPENSES

The APX 4000 is P25 Phase 2 capable for twice the voice capacity so you can add more users without adding more frequencies or infrastructure. And it's backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.

POWER UP WITH APX 4000 ACCESSORIES

- Designed, tested and certified for optimum performance with your radio
- Complete portfolio of remote speaker microphones, headsets and Mission Critical Wireless Bluetooth® accessories
- High-powered IMPRES™ batteries that have a slim design to fit the compact radio size

PRODUCT DATA SHEET
APX™ 4000P25 PORTABLE RADIO

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

DIMENSIONS OF THE RADIOS WITHOUT BATTERY

	Inches (1 knob/2 knob)	Millimeters (1 knob/2 knob)
Length	5.26/5.42	133/137.7
Width Push-To-Talk button	2.37/2.42	60.2/61.4
Depth Push-To-Talk button	1.72/1.41	43.6/35.75
Width Top	2.56/2.62	65/66.55
Depth Top	2.13/1.84	43/46.7
Weight of the radios without battery	9.17 oz/10.05 oz	260 g/285 g

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-159 dBm
Accuracy ^a	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

ENCRYPTION

Supported Encryption Algorithms	ADP, AES, (DES-XL, DES-OFB)
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital or Analog
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3; FIPS 197

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature ^b	-30°C / +60°C
Storage Temperature ^b	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67
Immersion	MIL-STD 512.X/I

^a Measured in an open field environment per FCC Part 92.1022 under nominal conditions.
^b When used in a MIL-STD approved military radio application.
^c 20°C to 40°C, 20% to 80% relative humidity, 100% to 90% humidity gradient.
^d Measured in an open field environment per FCC Part 92.1022 under nominal conditions.
^e Measured in an open field environment per FCC Part 92.1022 under nominal conditions.
^f Measured in an open field environment per FCC Part 92.1022 under nominal conditions.
^g Measured in an open field environment per FCC Part 92.1022 under nominal conditions.
^h Measured in an open field environment per FCC Part 92.1022 under nominal conditions.

ⁱ Some features subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346
motorolasolutions.com

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R3-4-2050F



PRODUCT DATA SHEET
APX™ 4000 P25 PORTABLE RADIO



FEATURES AND BENEFITS

Available in 700/800 MHz, VHF, UHF R1, UHF R2 and 900 MHz bands

- Trunking standards supported:
- Clear or digital encrypted ASTRO®25 Trunked Operation
 - Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations

Narrow and wide bandwidth digital receiver (6.25 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)¹

Standard with 2 dedicated control knobs for volume and channel changes

Embedded digital signaling (ASTRO & ASTRO 25)

Man Down

Available in 2 models

Integrated GPS capable

Lightbar with Intelligent Lighting

Radio Profiles

Unified Call List

User programmable Voice Announcement

Meets Applicable MIL-STD-810C, D, E, F and G

IP67 standard (submersible 1 meter, 30 minutes)

2-Knob Model Only - Rugged Submersible housing (2 meters for 2 hours)²

2-Knob Model Only - Rugged Submersible housing (2 meters for 2 hours)

- Superior Audio Features:
- 0.5 W high audio speaker
 - 2-mic noise canceling technology

Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)

- Supports USB communications
- Built in FLASHport™ support

Full portfolio of accessories including IMPRES batteries, chargers and audio devices³

OPTIONAL FEATURES

- Mission Critical Wireless⁴
- AES Encryption
- Programming Over Project 25
- Text Messaging
- GPS Location Tracking
- Man Down
- Site Selectable Alert Tones
- P25 Over the Air re-keying
- P25 Link Layer Authentication
- Enhanced Data
- Multifunction Knob

¹ Per the FCC Narrowbanding rules, new products (APX4000 VHF, UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

² Radios meet industry standards (IPx7) for immersion.

³ Chargers and batteries for the APX 4000 radios do not interoperate with other APX radios.

⁴ Compatible with BT 2.0 and HSP and PAN BT Profiles.

⁵ When used with a Hazardous Location tested radio.

⁸ Only available in multifunction knob model.

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700/800	VHF	UHF Range 1	UHF Range 2	900 MHz ⁸
Frequency Range/ Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz 896-901, 935-940 MHz
Channel Spacing	25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj ¹	1-3 Watts Max	1-5 Watts Max	1-5 Watts Max	1-5 Watts Max	1-2.5 Watts Max
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting ¹	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz	±2.5 kHz
Emissions (Conducted and Radiated) ¹	-75 dB	-75 dB	-75 dB	-75 dB	-75 dB
Audio Response ¹	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	25 kHz 12.5 kHz	-47 dB -45 dB	-47 dB -47 dB	-47 dB -45 dB	-45 dB
Audio Distortion ¹	25 kHz 12.5 kHz	1.00%	1.00%	1.00%	1.00%

BATTERIES FOR APX 4000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 1900 mAh IP67	114.5x55.04x17.85	150 grams	NNTN8128A (1 knob model only)	1900 mAh
Li-Ion IMPRES 2300 mAh IP67 Non-HazLoc	114.5x55.04x23.15	160 grams	PMNN4424AR (1 knob model only)	2300 mAh
Li-Ion IMPRES 2300 mAh IP67 HazLoc ⁵	114.5x55.04x23.15	210 grams	NNTN8560A (2 knob model only)	2500 mAh
Li-Ion IMPRES 2700 mAh IP54 Non-HazLoc	114.5 x 55.04 x 23.15	160 grams	PMNN4448AR (1 knob model only)	2700 mAh



PRODUCT DATA SHEET
APX™ 4000 P25 PORTABLE RADIO

RADIO MODELS



MODEL 2



MODEL 3

Display	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight	Full bitmap color LCD display 3 lines of text x 14 characters 1 line of icons 1 menu line x 3 menus White backlight
Keypad	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity	512	512
FLASHport Memory	64 MB	64 MB
700/800 MHz (763-870 MHz)	H51UCF9PW6AN Q360GK	H51UCH9PW7AN Q360GK
VHF (136-174 MHz)	H51KDF9PW6AN Q360GX	H51KDH9PW7AN Q360GX
UHF Range 1 (380-470 MHz)	H51QDF9PW6AN Q360GL	H51QDH9PW7AN Q360GL
UHF Range 2 (450-520 MHz)	H51SDF9PW6AN Q360HA	H51SDH9PW7AN Q360HA
900 MHz (896-940 MHz) (1 knob model only)	H51WCF9PW6AN Q360JF	H51WCH9PW7AN Q360JE
Buttons & Switches	Large PTT button ■ Angled On/Off Volume Control ■ 16 position top-mounted rotary switch ■ Orange emergency button ■ 3 programmable side buttons	

TRANSMITTER CERTIFICATION

700/800 (764-869 MHz)	AZ489FT7049
VHF (136-174 MHz)	AZ489FT3828
UHF Range 1 (380-470 MHz)	AZ489FT4905
UHF Range 2 (450-520 MHz)	AZ489FT4910
900 MHz (896-901, 935-940 MHz)	AZ489FT5864

FCC EMISSIONS DESIGNATORS

FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E*
FCC Emissions Designators for 900 MHz	11K0F3E, 8K10F1D, 8K10F1E, 8K10F1W

POWER SUPPLY

Power Supply One rechargeable Li-Ion 1900 mAh battery standard, or 2300 mAh/2700 mAh high cap Li-Ion.

For the FCC Notice of Apparent Liability for Violation of the Radio Frequency Protection Act (RFPA) and the Federal Communications Commission (FCC) Part 15 rules, please refer to the FCC website at <http://www.fcc.gov>. For more information, please contact the FCC at (470) 335-2344.

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700/800	VHF	UHF Range 1	UHF Range 2	900 MHz (1 knob model only)
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz	935-940 MHz
Channel Spacing		25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz	25/12.5 kHz	12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated ¹		500mW	500mW	500mW	500mW	500mW
Frequency Stability ¹ (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity ³	12 dB SINAD	0.266µV	0.216µV	0.234µV	0.234µV	0.236µV
Digital Sensitivity ⁴	1% BER (800 MHz) 5% BER	0.400µV 0.266µV	0.277µV 0.188µV	0.307µV 0.207µV	0.307µV 0.207µV	0.33µV 0.222µV
Selectivity ¹	25 kHz channel 12.5 kHz channel	-76 dB -67 dB	-76 dB -70 dB	-76 dB -67 dB	-76 dB -67 dB	-67 dB
Intermodulation		-75 dB	-76 dB	-77 dB	-77 dB	-75 dB
Spurious Rejection		-76.6 dB	-85 dB	-80.3 dB	-90 dB	-80 dB
FM Hum and Noise	25 kHz 12.5 kHz	-53 dB -47 dB	-51 dB -45 dB	-50 dB -45 dB	-50 dB -45 dB	-47 dB
Audio Distortion ¹		1.00%	1.00%	1.00%	1.00%	1.00%



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CITY OF NORTH POLE

RESOLUTION 15-09

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL IN APPRECIATION AND
SUPPORT FOR THE ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT
AUTHORITY'S CONTINUED COMMITMENT TO MEETING THE GOALS OF THE
INTERIOR ENERGY PROJECT**

WHEREAS, the Fairbanks North Star Borough, the City of North Pole and the City of Fairbanks created the Interior Gas Utility (IGU) to facilitate the availability of natural gas to the most residents, at the earliest date, and for the least cost (about \$15/mmbtu) ; and

WHEREAS, in 2013 Governor Sean Parnell and the State legislature approved and significantly funded the Alaska Industrial Development and Export Authority (AIDEA) to form the Interior Energy Project (IEP) which was initially focused on trucking natural gas from a processing plant on the North Slope to utilities in the Interior; and

WHEREAS, in December 2013, the AIDEA board of directors reexamined the focus on the North Slope and considered options available to source the gas from Cook Inlet and decided that none of them could meet the IEP goals at that time; and

WHEREAS, in 2014, AIDEA moved ahead with the plan to build a processing plant on the North Slope, but that plan, proposed by MWH Global, Inc. (MWH), failed to meet the concession agreement requirements and the IEP goals and therefore has been abandoned; and

WHEREAS, with the failure of the MWH plan, AIDEA put all options back on the table, reopened the Cook Inlet options, and is pursuing an approach to purchase PENTEX, the parent company of Fairbanks Natural Gas (FNG), as part of the best way to meet the IEP goals of serving the most residents, at the earliest date, and for the least cost (about \$15/mmbtu); and

WHEREAS, AIDEA's actions show forward movement and commitment to an Interior energy solution as does the strong support and commitment from Governor Bill Walker, which is encouraging and appreciated; and

WHEREAS, the proposed acquisition announcement formally opens the possibility of a Cook Inlet approach instead of a North Slope approach with (a) lower cost of construction and operations, (b) reduced cost of capital, both in supply chain and distribution, (c) lower transportation costs and (d) more low cost funding available for storage and distribution but does not yet resolve the critical issue of the cost and duration of natural gas supply contracts; and

WHEREAS, the letter of intent to purchase PENTEX is non-binding, meaning nothing is final or committed until the due diligence process is complete, and that other options, including North Slope or other Cook Inlet options, are not precluded by the due diligence process; and

43 **WHEREAS**, private enterprises have had decades to bring low-cost energy to the Interior, which
44 has made it clear that some form of public participation is necessary to meet the IEP goals; and
45

46 **WHEREAS**, the PENTEX purchase includes an agreement with the private company Hilcorp,
47 which is subject to both the due diligence process and regulatory and administrative review; and
48

49 **WHEREAS**, it is too early to know the results of the due diligence work in connection with the
50 purchase of PENTEX or the impacts of the acquisition on other facets of the IEP.
51

52 **NOW, THEREFORE, BE IT RESOLVED** that the North Pole City Council appreciates and
53 supports and AIDEA's continued commitment to meeting the goals of the IEP; and
54

55 **BE IT FURTHER RESOLVED**, that if the due diligence process shows that the proposed
56 purchase of PENTEX will significantly assist in meeting the goals of the IEP that the North Pole
57 City Council supports moving forward with that plan.
58

59 **BE IT FURTHER RESOLVED** that copies of this resolution shall be sent to the Honorable
60 Governor Bill Walker, members of the Alaska State legislature, Interior Gas Utility board,
61 Fairbanks Natural Gas management, Golden Valley Electric Association board and management,
62 AIDEA board and the Regulatory Commission of Alaska
63

64 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this
65 16th day of March, 2015.

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67

Bryce J. Ward, Mayor

68 ATTEST:

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70

71 _____
Kathryn M. Weber, MMC
72 North Pole City Clerk
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73

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PASSED/FAILED Yes: No: Absent
--

1 CITY OF NORTH POLE

2 RESOLUTION 15-10

3
4 **A RESOLUTION OF THE NORTH POLE CITY COUNCIL SUPPORTING**
5 **HOUSE BILL 118 AND SENATE BILL 56 "AN ACT ADOPTING THE**
6 **MUNICIPAL PROPERTY ASSESSED CLEAN ENERGY ACT;**
7 **AUTHORIZING MUNICIPALITIES TO ESTABLISH PROGRAMS TO**
8 **IMPOSE ASSESSMENTS FOR ENERGY IMPROVEMENTS IN REGIONS**
9 **DESIGNATED BY MUNICIPALITIES; IMPOSING FEES; AND PROVIDING**
10 **FOR AN EFFECTIVE DATE"**

11 **WHEREAS**, HB 118 and SB 56 was introduced by Governor Walker to create the
12 Property Assessed Clean Energy (PACE) program to help Alaska businesses finance
13 retrofits on their buildings to make them more energy efficient; and

14 **WHEREAS**, assessed clean energy programs allow property owners to finance
15 qualifying energy efficiency improvements overtime through a voluntary assessment on
16 the property tax bill; and

17 **WHEREAS**, implementation of the PACE program is voluntary by municipalities and
18 commercial property owners; and

19 **WHEREAS**, mortgage holder consent is required before applications are approved and
20 assessments are placed; and

21 **WHEREAS**, improvements can include lighting upgrades, renewable energy,
22 conversion to natural gas, high-efficiency boilers, and additional energy efficiency
23 improvements; and

24 **WHEREAS**, the repayment obligation transfers with the sale of property; and

25 **WHEREAS**, PACE programs were named one of the top 20 “world-changing ideas by
26 Scientific American magazine”; and

27 **WHEREAS**, energy efficiency upgrades are financed with capital secured by a primary
28 lien on the property, lower-interest capital and favorable repayment terms that can be
29 raised from the private sector; and

30 **WHEREAS**, PACE allows for longer repayment periods allowing the building owner
31 to recognize immediate operating savings while repaying the debt; and

32 **WHEREAS**, PACE can use traditional lending sources; and

33 **WHEREAS**, PACE Programs in Alaska, provide consistency with state energy policy,
34 energy efficiency and renewable energy goals; and

35 **WHEREAS**, 31 states have authorized PACE programs; and
36 **WHEREAS**, the Alaska State Legislature must provide authority for local governments
37 to establish and operate commercial PACE programs; and
38 **WHEREAS**, in the State of Alaska there are 24 eligible local governments with a total
39 population of 639,314; and
40 **WHEREAS**, Improvements may not be made to vacant lots or property undergoing
41 development at the time of assessment; and
42 **WHEREAS**, PACE programs may not be used to finance the purchase of temporary
43 products or anything not permanently fixed to real property
44
45 **NOW THEREFORE BE IT RESOLVED**, that the North Pole City Council supports
46 implementation of House Bill 118 and Senate Bill 56.
47 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City
48 Council this 16th day of March, 2015.

49
50
51

Bryce J. Ward, Mayor

52
53
54 ATTEST:

55
56 _____
57 Kathryn M. Weber, MMC
58 North Pole City Clerk
59

PASSED/FAILED Yes: No: Absent
--

60

HOUSE BILL NO. 118

IN THE LEGISLATURE OF THE STATE OF ALASKA

TWENTY-NINTH LEGISLATURE - FIRST SESSION

BY THE HOUSE RULES COMMITTEE BY REQUEST OF THE GOVERNOR

Introduced: 2/18/15

Referred: House Special Committee on Energy, Community and Regional Affairs, Finance

A BILL

FOR AN ACT ENTITLED

1 **"An Act adopting the Municipal Property Assessed Clean Energy Act; authorizing**
2 **municipalities to establish programs to impose assessments for energy improvements in**
3 **regions designated by municipalities; imposing fees; and providing for an effective**
4 **date."**

5 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

6 * **Section 1.** AS 29 is amended by adding a new chapter to read:

7 **Chapter 49. Municipal Property Assessed Clean Energy Act.**

8 **Sec. 29.49.010. Exercise of powers.** A municipality that establishes a program
9 in accordance with the requirements provided by AS 29.49.060 may exercise powers
10 granted under this chapter.

11 **Sec. 29.49.020. Authorized assessments.** (a) An assessment under this chapter
12 may be imposed to repay the financing of qualified projects on real property located in
13 a region designated under this chapter.

14 (b) An assessment under this chapter may not be imposed to repay the

1 financing of

2 (1) facilities for undeveloped lots or lots undergoing development at
3 the time of the assessment; or

4 (2) the purchase or installation of products or devices not permanently
5 fixed to real property.

6 **Sec. 29.49.030. Written contract for assessment required.** A municipality
7 may impose an assessment under this chapter only under a written contract with the
8 record owner of the real property to be assessed.

9 **Sec. 29.49.040. Establishment of program.** (a) The governing body of a
10 municipality may determine that it is convenient and advantageous to establish a
11 program under this chapter.

12 (b) The municipality that establishes a program under this chapter may enter
13 into a written contract with a record owner of real property in a region designated
14 under this chapter to impose an assessment to repay the financing by an owner of a
15 qualified project on property of the owner. The financing to be repaid through
16 assessments may be provided by a third party or, if authorized by the program, by the
17 municipality.

18 (c) If the program provides for third-party financing, the municipality that
19 enters into a written contract with a property owner under (b) of this section must also
20 enter into a written contract with the party that provides financing for a qualified
21 project under the program for the municipality to service the debt through
22 assessments.

23 (d) If the program provides for municipality financing, the written contract
24 described by (b) of this section must be a contract to finance the qualified project
25 through assessments.

26 (e) The financing for which assessments are imposed may include

27 (1) the cost of materials and labor necessary for installation or
28 modification of a qualified improvement;

29 (2) permit fees;

30 (3) inspection fees;

31 (4) lender's fees;

1 (5) program application and administrative fees;
 2 (6) project development and engineering fees;
 3 (7) third-party review fees, including verification review fees, under
 4 AS 29.49.090; and

5 (8) any other fees or costs that may be incurred by the property owner
 6 incident to the installation, modification, or improvement on a specific or pro rata
 7 basis, as determined by the municipality.

8 **Sec. 29.49.050. Designation of region.** (a) The governing body of a
 9 municipality may determine that it is convenient and advantageous to designate an
 10 area of the municipality as a region within which the municipality and record owners
 11 of real property may enter into written contracts to impose assessments to repay the
 12 financing of qualified projects by owners on their property and, if authorized by the
 13 municipality program, finance the qualified project.

14 (b) An area designated as a region by the governing body of a municipality
 15 under this section

16 (1) may include the entire municipality; and

17 (2) must be located wholly within the municipality's jurisdiction.

18 (c) For purposes of determining a municipality's jurisdiction under (b)(2) of
 19 this section, the municipality's extraterritorial jurisdiction may be included.

20 (d) A municipality may designate more than one region. If multiple regions
 21 are designated, the regions may be separate, overlapping, or coterminous.

22 **Sec. 29.49.060. Procedure for establishment of program.** (a) To establish a
 23 program under this chapter, the governing body of a municipality must take the
 24 following actions in the following order:

25 (1) adopt a resolution of intent that includes a

26 (A) finding that, if appropriate, financing qualified projects
 27 through contractual assessments is a valid public purpose;

28 (B) statement that the municipality intends to make contractual
 29 assessments to repay financing for qualified projects available to property
 30 owners;

31 (C) description of the types of qualified projects that may be

1 subject to contractual assessments;

2 (D) description of the boundaries of the region;

3 (E) description of any proposed arrangements for third-party
4 financing to be available or any municipality financing to be provided for
5 qualified projects;

6 (F) description of municipality debt servicing procedures if
7 third-party financing will be provided and assessments will be collected to
8 service a third-party debt;

9 (G) reference to the report on the proposed program as
10 provided by AS 29.49.070, and a statement identifying the location where the
11 report is available for public inspection;

12 (H) statement of the time and place for a public hearing on the
13 proposed program; and

14 (I) a statement identifying the appropriate local official and the
15 appropriate assessor-collector for purposes of consulting regarding collecting
16 the proposed contractual assessments with property taxes imposed on the
17 assessed property;

18 (2) hold a public hearing at which the public may comment on the
19 proposed program, including the report required by AS 29.49.070; and

20 (3) adopt a resolution establishing the program and the terms of the
21 program, including

22 (A) each item included in the report under AS 29.49.070; and

23 (B) a description of each aspect of the program that may be
24 amended only after another public hearing is held.

25 (b) For purposes of (a)(3)(A) of this section, the resolution may incorporate
26 the report or the amended version of the report, as appropriate, by reference.

27 (c) Subject to the terms of the resolution establishing the program as
28 referenced by (a)(3)(B) of this section, the governing body of a municipality may
29 amend a program by resolution.

30 (d) A municipality may

31 (1) hire and set the compensation of a program administrator and

1 program staff; or

2 (2) contract for professional services necessary to administer a
3 program.

4 (e) A municipality may impose fees to offset the costs of administering a
5 program. The fees authorized by this subsection may be assessed as a

6 (1) program application fee paid by the property owner requesting to
7 participate in the program;

8 (2) component of the interest rate on the assessment in the written
9 contract between the municipality and the property owner; or

10 (3) combination of (1) and (2) of this subsection.

11 **Sec. 29.49.070. Report regarding assessment.** (a) The report for a proposed
12 program required by AS 29.49.060 must include

13 (1) a map showing the boundaries of the proposed region;

14 (2) a form contract between the municipality and the property owner
15 specifying the terms of

16 (A) assessment under the program; and

17 (B) financing provided by a third party or the municipality, as
18 appropriate;

19 (3) if the proposed program provides for third-party financing, a form
20 contract between the municipalities and the third party regarding the servicing of the
21 debt through assessments;

22 (4) a description of types of qualified projects that may be subject to
23 contractual assessments;

24 (5) a plan for ensuring sufficient capital for third-party financing and,
25 if appropriate, raising capital for municipality financing for qualified projects;

26 (6) if bonds will be issued to provide capital to finance qualified
27 projects as part of the program as provided by AS 29.49.140, a

28 (A) maximum aggregate annual dollar amount for financing
29 through contractual assessments to be provided by the municipality under the
30 program;

31 (B) method for ranking requests from property owners for

1 financing through contractual assessments in priority order if requests appear
2 likely to exceed the authorization amount; and

3 (C) method for determining

4 (i) the interest rate and period during which contracting
5 owners would pay an assessment; and

6 (ii) the maximum amount of an assessment;

7 (7) a method for ensuring that the period of the contractual assessment
8 does not exceed the useful life of the qualified project that is the basis for the
9 assessment;

10 (8) a description of the application process and eligibility requirements
11 for financing qualified projects to be repaid through contractual assessments under the
12 program;

13 (9) a method as prescribed by (b) of this section for ensuring that
14 property owners requesting to participate in the program demonstrate the financial
15 ability to fulfill financial obligations to be repaid through contractual assessments;

16 (10) a statement explaining the manner in which property will be
17 assessed and assessments will be collected;

18 (11) a statement explaining the lender notice requirement provided by
19 AS 29.49.080;

20 (12) a statement explaining the review requirement provided by
21 AS 29.49.090;

22 (13) a description of marketing and participant education services to be
23 provided for the program;

24 (14) a description of quality assurance and antifraud measures to be
25 instituted for the program; and

26 (15) the procedures for collecting the proposed contractual
27 assessments.

28 (b) The method for ensuring a demonstration of financial ability under (a)(9)
29 of this section must be based on appropriate underwriting factors, including

30 (1) providing for verification that

31 (A) the property owner requesting to participate under the

1 program is

- 2 (i) the legal owner of the benefited property;
- 3 (ii) current on mortgage and property tax payments; and
- 4 (iii) not insolvent or in bankruptcy proceedings; and

5 (2) requiring an appropriate ratio of the amount of the assessment to

6 the assessed value of the property.

7 (c) The municipality shall make the report available for public inspection

8 (1) on the Internet website of the municipality; and

9 (2) at the primary governing offices of the municipality.

10 **Sec. 29.49.080. Notice to mortgage holder required for participation.**

11 Before a municipality may enter into a written contract with a record owner of real

12 property to impose an assessment to repay the financing of a qualified project under

13 this chapter,

14 (1) the holder of any mortgage lien on the property must be given

15 written notice of the intention of the owner to participate in a program under this

16 chapter not later than 30 days before the date the written contract for assessment

17 between the owner and the municipality is executed; and

18 (2) a written consent from the holder of the mortgage lien on the

19 property must be obtained.

20 **Sec. 29.49.090. Review required.** (a) A program established under this

21 chapter must require for each proposed qualified project a review of energy baseline

22 conditions and the projected energy savings to establish the projected energy savings.

23 (b) After a qualified project is completed, the municipality shall obtain

24 verification that the qualified project was properly completed and is operating as

25 intended.

26 (c) An independent third party must conduct both a baseline energy review

27 and a verification review under this section.

28 **Sec. 29.49.100. Direct acquisition by owner.** The proposed arrangements for

29 financing a qualified project may authorize the property owner to

30 (1) purchase directly the related equipment and materials for the

31 installation or modification of a qualified improvement; and

1 (2) contract directly, including through lease, power purchase
2 agreement, or other service contract, for the installation or modification of a qualified
3 improvement.

4 **Sec. 29.49.110. Recording of notice of contractual assessment required.** (a)
5 A municipality that authorizes financing through contractual assessments under this
6 chapter shall file written notice of each contractual assessment in the real property
7 records of the recording district in which the property is located.

8 (b) The notice under (a) of this section must contain
9 (1) the amount of the assessment;
10 (2) the legal description of the property;
11 (3) the name of each property owner; and
12 (4) a reference to the statutory assessment lien provided under this
13 chapter.

14 **Sec. 29.49.120. Lien.** (a) Contractual assessments under this chapter and any
15 interest or penalties on the assessments are liens on the property assessed and are prior
16 and paramount to all liens except municipal tax liens and special assessments.
17 Contractual assessment liens may be enforced as provided in AS 29.45.320 -
18 29.45.470 for enforcement of property tax liens.

19 (b) Contractual assessment liens run with the land, and that portion of the
20 assessment under the assessment contract that has not yet become due is not
21 eliminated by foreclosure of a property tax lien.

22 (c) Penalties and interest may be added to delinquent installments of the
23 assessments in the same manner as provided in AS 29.45.250.

24 (d) A municipality may recover costs and expenses, including attorney fees, in
25 a suit to collect a delinquent installment of an assessment in the same manner as in a
26 suit to collect a delinquent property tax.

27 **Sec. 29.49.130. Collection of assessments.** The governing body of a
28 municipality may contract with the governing body of another taxing unit to perform
29 the duties of the municipality relating to collection of assessments imposed by the
30 municipality under this chapter.

31 **Sec. 29.49.140. Bonds or notes.** (a) A municipality may issue bonds or notes

1 to finance qualified projects through contractual assessment under this chapter.

2 (b) Bonds or notes issued under this section may not be general obligations of
3 the municipality. The bonds or notes must be secured by one or more of the following,
4 as provided by the governing body of the municipality in the resolution or ordinance
5 approving the bonds or notes:

6 (1) payments of contractual assessments on benefited property in one
7 or more specified regions designated under this chapter;

8 (2) reserves established by the municipality from grants, bonds, or net
9 proceeds or other lawfully available funds;

10 (3) municipal bond insurance, lines of credit, public or private
11 guaranties, standby bond purchase agreements, collateral assignments, mortgages, or
12 any other available means of providing credit support or liquidity; and

13 (4) any other funds lawfully available for purposes consistent with this
14 chapter.

15 (c) A municipality pledge of assessments, funds, or contractual rights in
16 connection with the issuance of bonds or notes by the municipality under this chapter
17 is a first lien on the assessments, funds, or contractual rights pledged in favor of the
18 person to whom the pledge is given, without further action by the municipality. The
19 lien is valid and binding against any other person, with or without notice.

20 (d) Bonds or notes issued under this chapter further an essential public and
21 governmental purpose, including

22 (1) improvement of the reliability of local electrical systems;

23 (2) reduction of energy costs;

24 (3) reduction of energy demand on local utilities;

25 (4) economic stimulation and development;

26 (5) enhancement of property values; and

27 (6) enhancement of employment opportunities.

28 **Sec. 29.49.150. Joint implementation.** (a) Any combination of municipalities
29 may agree to jointly implement or administer a program under this chapter.

30 (b) If two or more municipalities implement a program jointly, a single public
31 hearing held jointly by the cooperating municipalities is sufficient to satisfy the

1 requirement of AS 29.49.060(a)(2).

2 (c) One or more municipalities may contract with a third party, including
3 another municipality, to administer a program.

4 **Sec. 29.49.160. Prohibited acts.** A municipality that establishes a region under
5 this chapter may not

6 (1) make the issuance of a permit, license, or other authorization from
7 the municipality to a person who owns property in the region contingent on the person
8 entering into a written contract to repay the financing of a qualified project through
9 contractual assessments under this chapter; or

10 (2) otherwise compel a person who owns property in the region to
11 enter into a written contract to repay the financing of a qualified project through
12 contractual assessments under this chapter.

13 **Sec. 29.49.900. Definitions.** In this chapter,

14 (1) "program" means a program established under this chapter;

15 (2) "qualified improvement" means a permanent improvement fixed to
16 real property and intended to decrease energy consumption or demand, including a
17 product, device, or interacting group of products or devices on the customer's side of
18 the meter that uses energy technology to generate electricity, provide thermal energy,
19 or regulate temperature;

20 (3) "qualified project" means the installation or modification of a
21 qualified improvement;

22 (4) "real property" means privately owned commercial or industrial
23 real property;

24 (5) "region" means a region designated under this chapter.

25 **Sec. 29.49.995. Short title.** This chapter may be cited as the Municipal
26 Property Assessed Clean Energy Act.

27 * **Sec. 2.** This Act takes effect immediately under AS 01.10.070(c).



HB 118 Property Assessed Clean Energy (PACE)

Emily Ford, energy policy and outreach manager
House Energy Committee
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What is Commercial PACE?

- PACE was named one of the top 20 “world-changing ideas by Scientific American magazine.”
- Commercial Property Assessed Clean Energy programs (PACE) allows property owners to finance qualifying energy efficiency improvements overtime through a voluntary assessment on the property tax bill.
 - Voluntary participation by municipalities AND commercial property owners
 - Mortgage holder consent is required before applications are approved and assessments are placed
 - Improvements can include lighting upgrades, renewable energy, conversion to natural gas, high-efficiency boilers, and additional energy efficiency improvements
- The repayment obligation transfers with the sale of property

Benefits

- Energy efficiency upgrades are financed with capital secured by a primary lien on the property, lower-interest capital and favorable repayment terms can be raised from the private sector
- Allows for longer repayment periods allowing the building owner to recognize immediate operating savings while repaying the debt
- Can use traditional lending sources
- In Alaska, provides consistency with state energy policy, energy efficiency and renewable energy goals

Creating a PACE Program

- 31 states have authorized PACE programs
- State legislatures must provide authority for local governments to establish and operate commercial PACE programs
- Municipalities to create the program and select financing models
- Resources: U.S. Department of Energy, PaceNow.org, C-Pace.com

Potential PACE Models

- Local-government driven
 - Either property assessment office or a PACE office used as interface with commercial property owners and potential lenders
 - Bond financing
- Private-sector driven
 - Third-party administrator under contract with local government
 - Private financing
- Hybrid model
 - Smaller local governments can contract with other communities or regional organizations to administer the program
 - Identify all potential funding sources (bonds, revolving loan funds, private capital)

House Bill 118

- HB 118: Muni Energy Improvement Assessments/Bonds
- Authorizing legislation for local governments who collect property taxes to choose to create a PACE program and allow commercial property owners to opt-in
- 24 eligible local governments with a total population of 639,314

House Bill 118

- Section 1 amends AS 29 by adding a new chapter:
AS 29.49: Municipal Property Assessed Clean Energy Act
- AS 29.49.020 Would allow for a property tax assessment to be added for financing of qualified projects on real property.
 - Improvements may not be made to vacant lots or property undergoing development at the time of assessment
 - Not to finance purchase of temporary products or anything not permanently fixed to real property
- AS 29.49.30 Would require a written contract between the local government and record owner of the real property

House Bill 118

- AS 29.49.040 Establishes the program
 - Local government may enter into a contract with a property owner to impose an assessment. Financing can be provided by the municipality or a third-party.
 - If third-party financing is used, the municipality, third-party financier and real property owner must all enter into a contract
 - The assessment imposed may cover some costs for the commercial property owner, including permit and lenders fees, administration, and project development and engineering costs
- AS 29.49.050 Designates the Eligible Region
 - The municipality's governing body may designate one or more area(s) of the municipality (within its jurisdiction) as a PACE-eligible region(s)

House Bill 118

- AS 29.49.060 Defines the Procedure to Create the Program
 - If the municipality chooses to create a PACE program the governing body of a municipality must (in order):
 - 1) Adopt a resolution of intent that
 - shows that providing the PACE program serves a valid public purpose
 - includes a statement the municipality intends to make PACE available to property owners
 - includes a description of qualified projects
 - describes the boundaries of the region
 - describes the available financing for qualified projects (i.e. bonds, local lenders, etc.)
 - describes the municipal debt servicing procedures if third-party financing is used
 - describes how the public can access the program report required by AS 29.29.070
 - identifies public contacts regarding the collection of the proposed contractual assessments

House Bill 118

- AS 29.49.060 Defines the Procedure to Create the Program
 - The governing body of a municipality must:
 - 2) hold a public hearing with opportunity for public comment
 - 3) adopt a resolution establishing the program, including terms consistent with the publicly-available program report required by AS 29.49.070
 - the description of each aspect of the program can only be amended after another public hearing
 - The program can only be amended by resolution
 - A municipality may hire and set compensation for a program administrator, staff or contract for professional services
 - A municipality may impose fees to offset the costs of administering the program, to include an application fee and/or a component of the interest rate

House Bill 118

- AS 29.49.070 Requires a Publicly-Available Program Report
 - The report must include:
 - a map of the program region boundaries
 - a form contract between the municipality and the property owner that specifies the terms of the assessment and any financing, including third-party and municipal
 - if appropriate a form contract between the municipalities and the third-party financier regarding the servicing of the debt through assessments
 - a description of qualified projects
 - a plan for ensuring sufficient capital
 - if bonds are used the report must include:
 - a maximum aggregate annual dollar amount for financing
 - a method for ranking requests from property owners
 - a method for determining the interest rate and maximum amount of an assessment
 - a method for ensuring the repayment period does not exceed the useful life of the qualified project

House Bill 118

- AS 29.49.070 Requires a Publicly-Available Program Report (continued)
 - The report must include:
 - a description of the application process and eligibility requirements
 - a method for ensuring qualified applicants can demonstrate financial ability to fulfill financial obligations and verify the applicant is the legal owner of the property, is current on mortgage and property taxes and is not insolvent or in bankruptcy
 - an explanation of the assessment and collection process
 - an explanation of the lender notice requirement provided by AS 29.40.080
 - an explanation of the review requirement provided by AS 29.49.090
 - a description of the marketing and education services to be provided
 - a description of quality assurance and antifraud measures
 - collection procedures
 - a requirement for an appropriate ratio between the assessment and property value
 - The report must be available online and at the municipal offices

House Bill 118

- AS 29.49.080 Notice to Mortgage Holder Required
- AS 29.49.090 Review Required
 - A third-party baseline energy audit and projected energy savings are required
 - Once a qualified project is complete, the municipality shall obtain third-party verification that the project was properly completed and operating as intended
- AS 29.49.100 Direct Acquisition by Owner
 - The property owner may be authorized to purchase directly the related equipment and materials or contract directly, including through lease, power purchase agreement or other service contract for the installation or modification of a qualified improvement

House Bill 118

- AS 29.49.110 Contractual Assessment must be Noticed
 - Written notice of each contractual assessment shall be filed by the municipality in the real property records, including the assessment amount, legal description of the property, name of each property owner and the reference to the statutory assessment lien provided under this chapter
- AS 29.49.210 Contractual Assessments and any Interest or Penalties are Primary Liens on the Property
 - exceptions are municipal tax liens and special assessments
 - enforcement provided in AS 29.45.320-470
 - contractual assessment liens stay with the land and not eliminated by foreclosure
 - penalties and interest may be added to delinquent installments, as provided in AS. 45.250
 - municipalities may recover cost and expenses, including attorney fees to collect a delinquent installment
- AS 29.49.130 Collection of Assessments
 - Municipalities may contract with another governing body of another taxing unit to perform assessments collections

House Bill 118

- AS 29.49.140 Municipalities may Issue Bonds or Notes to Finance Qualified Projects
 - These may **not** be general obligations bonds and must be secured by one or more of the following:
 - payments of the contractual assessments
 - municipal reserves from grants, bonds, or net proceeds and other lawfully available funds
 - municipal bond insurance, lines of credit, public or private guarantees, standby bond purchase agreements, collateral assignments, mortgages, or available means of providing credit support or liquidity
 - any other funds lawfully available for purposes consistent with this chapter
 - A municipal pledge of assessments, funds, or contractual rights in connection with the issuance of bonds is a first lien valid and binding against any other person, with or without notice
 - Bonds or notes issued must further an essential public and governmental purpose, including reducing energy costs, improving electrical reliability, reduction of energy demand on utilities, economic development, employment and enhancement of property values

House Bill 118

- AS 29.49.150 Joint Implementation
 - Any combination of municipalities may agree to jointly implement or administer a program or contract with a third party. A public hearing as outlined in AS 29.49.060 is required.
- AS 29.49.160 Prohibited Acts
 - A municipality that establishes a PACE region may not compel a property owner to use PACE or, make any permit, license, or authorization contingent on a property owner using PACE.
- AS 29.49.900 Adds Definitions of Program, Qualified Improvement, Qualified Project, Real Property and Region.
- AS 29.49.995 Adds the Short Title “Municipal Property Assessed Clean Energy Act.”
- Section 2 Establishes an Immediate Effective Date

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