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- Mayor Pro Tem  488-5834
Thomas McGhee- Deputy Mayor Pro Tem  455-0010
Preston Smith – Alt. Deputy Mayor Pro Tem  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.
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.
• 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 shrunk 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
Megan Smith is a Senior at North Pole High School and is the daughter of Lisa Lakey of Fairbanks; and

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

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

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

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

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

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

ATTEST:

Bryce J. Ward, Mayor

Kathryn M Weber, MMC  
North Pole City Clerk
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,

[Signature]

Betsy A. Jones, Treasurer
Christmas In Ice, Inc.
Christmas In Ice, Inc.  
Balance Sheet  
As of December 31, 2014

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  21,659.32  
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

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Oct - Dec 14</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
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<tr>
<td>Contribs, gifts, grants, other</td>
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<tr>
<td>Grant Revenue</td>
<td>1,000.00</td>
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<tr>
<td>Bed Tax-CNP</td>
<td>6,228.76</td>
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<td>Corporate Contributions</td>
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<td>Corp Reimbursements</td>
<td>13,054.00</td>
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<tr>
<td>Corporate Contributions - Other</td>
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<tr>
<td><strong>Total Corporate Contributions</strong></td>
<td>31,653.99</td>
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<tr>
<td>Youth Carver Sponsorships</td>
<td>1,000.00</td>
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<tr>
<td>Individ, Business Contributions</td>
<td>826.17</td>
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<tr>
<td>In-Kind Contributions</td>
<td>10,369.86</td>
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<tr>
<td><strong>Total Contribs, gifts, grants, other</strong></td>
<td>51,080.78</td>
</tr>
</tbody>
</table>

**Program Service Revenue**

| 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

**Total Program Service Revenue**

Total Income

**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

<table>
<thead>
<tr>
<th>Category</th>
<th>Oct - Dec 14</th>
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<tbody>
<tr>
<td>COS Concessions</td>
<td>1,957.35</td>
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<td>Cost of Sales - Other</td>
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<td><strong>Total Cost of Sales</strong></td>
<td>7,387.55</td>
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<td><strong>Total COGS</strong></td>
<td>7,387.55</td>
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<td><strong>Gross Profit</strong></td>
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<td><strong>Expense</strong></td>
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<td>Contract Services</td>
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<tr>
<td>Day Labor</td>
<td>2,780.00</td>
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<tr>
<td>Ice Carving Labor</td>
<td>25,000.00</td>
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<td><strong>Total Contract Services</strong></td>
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<tr>
<td>Advertising</td>
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<td>Office exp</td>
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<td>Printing and Copying</td>
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<td>Membership Dues</td>
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<td>Licenses &amp; Permits</td>
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<td>Office exp - Other</td>
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<td><strong>Total Office exp</strong></td>
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<td>Telephone, Internet, Webcams</td>
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<td>Occupancy</td>
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<td>Rent - Facilities</td>
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<td>Sanitation</td>
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<td><strong>Total Occupancy</strong></td>
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<td>Food &amp; Beverage</td>
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<td>Insurance</td>
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<td>Park Operations</td>
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<td>Competition Awards</td>
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<td>Supplies</td>
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<td><strong>Total Park Operations</strong></td>
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<td>In-Kind Exp (until categorized)</td>
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<td>Facilities and Equipment</td>
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<tr>
<td>Equip - Rent, Repair &amp; Mainten</td>
<td>15,421.78</td>
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<tr>
<td>Fuel</td>
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<td>Lighting Supplies</td>
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<td>Bank fees</td>
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<td><strong>Total Expense</strong></td>
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<td><strong>Net Ordinary Income</strong></td>
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<td><strong>Other Income/Expense</strong></td>
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<td>Other Income</td>
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<td>TILL OVER</td>
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<td><strong>Total Other Income</strong></td>
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<td>Other Expense</td>
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<td>TILL SHORT</td>
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<td><strong>Total Other Expense</strong></td>
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<td><strong>Net Other Income</strong></td>
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<td><strong>Net Income</strong></td>
<td><strong>12,627.70</strong></td>
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</table>
# Christmas In Ice, Inc.
## Profit & Loss: Fiscal year-to-date
### July 1, 2014 through March 6, 2015

**Accrual Basis**

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jul 1, '14 - Mar 6, 15</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
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<tr>
<td>Contribs, gifts, grants, other</td>
<td></td>
</tr>
<tr>
<td>Grant Revenue</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Bed Tax-CNP</td>
<td>29,321.39</td>
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<td>Corporate Contributions</td>
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<tr>
<td>Corp Reimbursements</td>
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<td>Corporate Contributions - Other</td>
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<td>Total Corporate Contributions</td>
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<td>Youth Carver Sponsorships</td>
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<td>Individ, Business Contributions</td>
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<td>Fred Meyer Rewards</td>
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<td>amazonSmile Foundation</td>
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<td>In-Kind Contributions</td>
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<td>Total Contribs, gifts, grants, other</td>
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<td><strong>Program Service Revenue</strong></td>
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<tr>
<td>Ice Revenue</td>
<td>900.00</td>
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<tr>
<td><strong>Event Income</strong></td>
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<tr>
<td>Carving Competition Fees</td>
<td>1,050.00</td>
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<tr>
<td>Gate Entry</td>
<td>51,888.00</td>
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<tr>
<td>Merchandise Sales</td>
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<tr>
<td>Handwarmers</td>
<td>338.00</td>
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<tr>
<td>Batteries</td>
<td>9.00</td>
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<tr>
<td>Stamps for postcards</td>
<td>18.00</td>
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<tr>
<td>Fleece gloves</td>
<td>398.20</td>
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<td>Sleds</td>
<td>694.00</td>
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<td>T-shirts</td>
<td>1,488.20</td>
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<td>Hoodies</td>
<td>800.00</td>
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<td>Crew</td>
<td>513.00</td>
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<td>Knit cap</td>
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<tr>
<td>Lapel pins</td>
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<td>Sticker</td>
<td>92.00</td>
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<tr>
<td>Program</td>
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<td>Post card</td>
<td>243.00</td>
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<tr>
<td>Sculptures</td>
<td>900.00</td>
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<tr>
<td>Chinese gifts</td>
<td>238.00</td>
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<tr>
<td>Sunshine Cottage - 100% profit</td>
<td>162.00</td>
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<tr>
<td><strong>Concessions</strong></td>
<td></td>
</tr>
<tr>
<td>Nuts, by Joanne</td>
<td>174.00</td>
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<tr>
<td>Concessions - Other</td>
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<td><strong>Total Event Income</strong></td>
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<td><strong>Total Program Service Revenue</strong></td>
<td>62,806.31</td>
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<td><strong>Total Income</strong></td>
<td>174,499.57</td>
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<td>Category</td>
<td>Jul 1, '14 - Mar 6, 15</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td></td>
</tr>
<tr>
<td>Cost of Sales</td>
<td></td>
</tr>
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<td>COS Chinese gifts</td>
<td>385.00</td>
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<td>COS Stickers</td>
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<td>COS T-shirts</td>
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<td>COS Sleds</td>
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<td>COS Stamps</td>
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<td>COS Crew Neck Sweatshirts</td>
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<td>COS Concessions</td>
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<td>Insurance</td>
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<td>Miscellaneous</td>
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<td>In-Kind Exp (until categorized)</td>
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<td>Facilities and Equipment</td>
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<td>Equip - Rent, Repair &amp; Mainten</td>
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<td>Fuel</td>
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<td>Other Income/Expense</td>
<td>Jul 1, '14 - Mar 6, 15</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Other Income</td>
<td></td>
</tr>
<tr>
<td>TILL OVER</td>
<td>175.51</td>
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<td>TILL SHORT</td>
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<td>Net Other Income</td>
<td>-51.49</td>
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<tr>
<td>Net Income</td>
<td>45,445.27</td>
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</table>
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 patrols 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:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost/ Hour</th>
<th>Estimated Hours</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer's Total Hourly Rate*</td>
<td>$53.76</td>
<td>880</td>
<td>$47,308.80</td>
</tr>
<tr>
<td>Vehicle Rate**</td>
<td>$34.47</td>
<td>920***</td>
<td>$31,712.40</td>
</tr>
<tr>
<td>Overtime (Officer)</td>
<td>$67.55</td>
<td>40</td>
<td>$2,702.00</td>
</tr>
<tr>
<td>Holiday (Officer)</td>
<td>$44.65</td>
<td>24</td>
<td>$1,071.81</td>
</tr>
</tbody>
</table>

**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

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 on 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 require by APSIN/NCIC entry regulations.

4.2.1 Copies of the required data entry will be placed into an inter-office mailbox 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 **WITHDRAWL:** 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

Bryce Ward, Mayor

Attest:

Kathy Weber, MMC
North Pole City Clerk

City of Fairbanks

John Eberhart, Mayor

Danyielle Snider, CMC
Fairbanks Deputy City Clerk
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.
**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

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Nomenclature</th>
<th>Description</th>
<th>List price</th>
<th>Your price</th>
<th>Extended Price</th>
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<tbody>
<tr>
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<td>H51KDF9PW6AN</td>
<td>APX 4000 VHF MHZ MODEL 2 PORTABLE</td>
<td>$1,756.00</td>
<td>$1,317.00</td>
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<td>$37.50</td>
<td>$187.50</td>
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</table>

**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)
**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

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<tr>
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<td>H51KDF3PW6AN</td>
<td>APX 4000 VHF MHZ MODEL 2 PORTABLE</td>
<td>$1,756.00</td>
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<tr>
<td>1a</td>
<td>5</td>
<td>QA0465AA</td>
<td>ADD: TWO KNOB CONFIGURATION</td>
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<td>$1,177.50</td>
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<td>5</td>
<td>QA02736AB</td>
<td>ENH: 1600 OR 9600 TRUNKING BAUD SIN</td>
<td>$1,570.00</td>
<td>$1,177.50</td>
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<td>1d</td>
<td>5</td>
<td>H499IU</td>
<td>ENH: SUBMERSIBLE (DELT A T)</td>
<td>$250.00</td>
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<td>1e</td>
<td>5</td>
<td>QA04934AA</td>
<td>ALT: IMPRES L1-ION 2300MAH RUGGED UL BATTERY</td>
<td>$50.00</td>
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(Note):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
## PORTABLE MILITARY STANDARDS 810 C, D, E, F & G

<table>
<thead>
<tr>
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<td>Method</td>
<td>Proc./Cat.</td>
<td>Method</td>
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<tr>
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<td>Proc./Cat.</td>
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<td>Proc./Cat.</td>
<td>Method</td>
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<td>Proc./Cat.</td>
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<td>Proc./Cat.</td>
<td>Method</td>
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<tr>
<td>Shock (Drop)</td>
<td>Method</td>
<td>Proc./Cat.</td>
<td>Method</td>
<td>Proc./Cat.</td>
</tr>
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</table>

### DIMENSIONS OF THE RADIOS WITHOUT BATTERY

**Inches (1 knob/2 knob)**

- Length: 5.26/5.42
- Width Push-To-Talk button: 2.37/2.42
- Depth Push-To-Talk button: 1.72/1.41
- Width Top: 2.56/2.62
- Depth Top: 2.13/1.84
- Weight of the radios without battery: 9.17 oz/10.05 oz

**Millimeters (1 knob/2 knob)**

- Length: 133/137.7
- Width Push-To-Talk button: 60.2/61.4
- Depth Push-To-Talk button: 43.6/35.75
- Width Top: 65.66
- Depth Top: 43.46
- Weight of the radios without battery: 250 g/285 g

### GPS SPECIFICATIONS

- Channels: 12
- Tracking Sensitivity: -150 dBm
- Accuracy: <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: 6
- 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 CAI 300 mSec
- Encryption Keying: Key Loader
- Synchronization: XL - Counter Addressing, O/B - 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: -30°C / +60°C
- Storage Temperature: -40°C / +85°C
- Humidity: Per MIL-STD
- ESD: IEC 801-2 KV
- Water and Dust Intrusion: IP57
- Immersion: MIL-STD 512 X/I

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-387-2346

motorolasolutions.com

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

Trunking standards supported:
- Clear or digital encrypted MDC1200
- Analog MDC 1200 and Digital APCC P25 Conventional

System Configurations
- Narrow and wide bandwidth digital receiver
- (2.5 kHz equivalent / 12.5 kHz / 30 kHz / 25 kHz)
- 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
- Lighter with Intelligent Lighting
- Radio Profiles
- Unified Call List
- User programmable Voice Announcement
- Meets Applicable MIL-STD-810C, D, E, F and G
- IP67 standard

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
- Built in FLASH support
- Full portfolio of accessories including IMPRES batteries, chargers and audio devices

OPTIONAL FEATURES
- Mission Critical Wireless
- 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

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

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<th>VHF</th>
<th>UHF Range 1</th>
<th>UHF Range 2</th>
<th>900 MHz</th>
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</thead>
<tbody>
<tr>
<td>Bandsplitted</td>
<td>763-776, 793-826 MHz</td>
<td>136-174 MHz</td>
<td>360-470 MHz</td>
<td>450-520 MHz</td>
<td>896-901, 935-940 MHz</td>
</tr>
<tr>
<td>Channel Spacing</td>
<td>25/12.5 kHz</td>
<td>30/25/12.5 kHz</td>
<td>25/12.5 kHz</td>
<td>25/12.5 kHz</td>
<td>12.5 kHz</td>
</tr>
<tr>
<td>Maximum Frequency Separation</td>
<td>Full Bandsplitted</td>
<td>Full Bandsplitted</td>
<td>Full Bandsplitted</td>
<td>Full Bandsplitted</td>
<td></td>
</tr>
<tr>
<td>Rated RF Output Power Adj</td>
<td>1-3 Watts Max</td>
<td>1-5 Watts Max</td>
<td>1-5 Watts Max</td>
<td>1-2.5 Watts Max</td>
<td></td>
</tr>
<tr>
<td>Frequency Stability</td>
<td>±0.000010 %</td>
<td>±0.000010 %</td>
<td>±0.000010 %</td>
<td>±0.000010 %</td>
<td></td>
</tr>
<tr>
<td>Modulation Limiting</td>
<td>±5 kHz / ±3 kHz / ±2.5 kHz</td>
<td>±5 kHz / ±3 kHz / ±2.5 kHz</td>
<td>±5 kHz / ±3 kHz / ±2.5 kHz</td>
<td>±5 kHz / ±3 kHz / ±2.5 kHz</td>
<td></td>
</tr>
<tr>
<td>Emissions (Conducted and Radiated)</td>
<td>-75 dB</td>
<td>-75 dB</td>
<td>-75 dB</td>
<td>-75 dB</td>
<td></td>
</tr>
<tr>
<td>Audio Response</td>
<td>+1.3 dB</td>
<td>+1.3 dB</td>
<td>+1.3 dB</td>
<td>+1.3 dB</td>
<td></td>
</tr>
<tr>
<td>FM Hum &amp; Noise</td>
<td>25 kHz</td>
<td>45 dB</td>
<td>45 dB</td>
<td>45 dB</td>
<td></td>
</tr>
<tr>
<td>Audio Distortion</td>
<td>25 kHz</td>
<td>1.00 %</td>
<td>1.00 %</td>
<td>1.00 %</td>
<td></td>
</tr>
</tbody>
</table>

BATTERIES FOR APX 4000

<table>
<thead>
<tr>
<th>Battery Capacity / Type</th>
<th>Dimensions (HxWxD)</th>
<th>Weight</th>
<th>Battery Part Number</th>
<th>Battery Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Li-Ion IMPRES 1900 mAh</td>
<td>114.5x55.0x417.05</td>
<td>160 grams</td>
<td>NNNT8129A (1 knob model only)</td>
<td>1900 mAh</td>
</tr>
<tr>
<td>Li-Ion IMPRES 2300 mAh</td>
<td>114.5x50.0x36.15</td>
<td>160 grams</td>
<td>PMN844221AF (1 knob model only)</td>
<td>2300 mAh</td>
</tr>
<tr>
<td>Li-Ion IMPRES 2300 mAh</td>
<td>114.5x50.0x36.15</td>
<td>210 grams</td>
<td>NNNT8160A (2 knob model only)</td>
<td>2500 mAh</td>
</tr>
<tr>
<td>Li-Ion IMPRES 2700 mAh</td>
<td>114.5x55.0x23.15</td>
<td>160 grams</td>
<td>PMN84448AR (1 knob model only)</td>
<td>2700 mAh</td>
</tr>
</tbody>
</table>
**PRODUCT DATA SHEET**

**APX® 4000/P25 PORTABLE RADIO**

### RADIO MODELS

<table>
<thead>
<tr>
<th>MODE 2</th>
<th>MODE 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Display</strong></td>
<td><strong>Display</strong></td>
</tr>
<tr>
<td>Full bitmap color LCD display</td>
<td>Full bitmap color LCD display</td>
</tr>
<tr>
<td>3 lines of text x 14 characters</td>
<td>3 lines of text x 14 characters</td>
</tr>
<tr>
<td>1 line of icons</td>
<td>1 line of icons</td>
</tr>
<tr>
<td>1 menu line x 3 menus</td>
<td>1 menu line x 3 menus</td>
</tr>
<tr>
<td>White backlight</td>
<td>White backlight</td>
</tr>
<tr>
<td>Keypad</td>
<td>Keypad</td>
</tr>
<tr>
<td>Backlight keypad</td>
<td>Backlight keypad</td>
</tr>
<tr>
<td>3 soft keys</td>
<td>3 soft keys</td>
</tr>
<tr>
<td>4 direction Navigation key</td>
<td>4 direction navigation key</td>
</tr>
<tr>
<td>Home and Data buttons</td>
<td>Home and Data buttons</td>
</tr>
</tbody>
</table>

#### Channel Capacity

<table>
<thead>
<tr>
<th>MODEL 2</th>
<th>MODEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>700/800 MHz (763-870 MHz)</td>
<td>700/800 MHz (763-870 MHz)</td>
</tr>
<tr>
<td>64 MB</td>
<td>64 MB</td>
</tr>
</tbody>
</table>

#### FLASHport Memory

<table>
<thead>
<tr>
<th>MODEL 2</th>
<th>MODEL 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>700/800 MHz (763-870 MHz)</td>
<td>700/800 MHz (763-870 MHz)</td>
</tr>
<tr>
<td>64 MB</td>
<td>64 MB</td>
</tr>
</tbody>
</table>

#### Transmitter Certification

- 700/800 MHz
- VHF (136-174 MHz)
- UHF Range 1 (380-470 MHz)
- UHF Range 2 (450-520 MHz)
- 900 MHz (896-940 MHz)

#### FCC Emissions Designators

- FCC Emissions Designators
- FCC Emissions Designators for 900 MHz

#### Power Supply

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

### Receiver -Typical Performance Specifications

<table>
<thead>
<tr>
<th>700/800</th>
<th>VHF</th>
<th>UHF Range 1</th>
<th>UHF Range 2</th>
<th>900 MHz (1 knob model only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency Range/Bandsplits</td>
<td>700 MHz</td>
<td>763-776 MHz</td>
<td>136-174 MHz</td>
<td>380-470 MHz</td>
</tr>
<tr>
<td>800 MHz</td>
<td>851-870 MHz</td>
<td>25/12.5 kHz</td>
<td>30/25/12.5 kHz</td>
<td>25/12.5 kHz</td>
</tr>
<tr>
<td>Cleaned Spacing</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
<td>Full Bandsplit</td>
</tr>
<tr>
<td>Maximum Frequency Separation</td>
<td>500mW</td>
<td>500mW</td>
<td>500mW</td>
<td>500mW</td>
</tr>
<tr>
<td>Audio Output Power at Rateda</td>
<td>±0.00010 %</td>
<td>±0.00010 %</td>
<td>±0.00010 %</td>
<td>±0.00010 %</td>
</tr>
<tr>
<td>Frequency Stabilityb (-30°C to +60°C, +25°C Ref.)</td>
<td>±0.0001 %</td>
<td>±0.0001 %</td>
<td>±0.0001 %</td>
<td>±0.0001 %</td>
</tr>
<tr>
<td>Analog Sensitivitye</td>
<td>12 dB SINAD</td>
<td>0.256µV</td>
<td>0.216µV</td>
<td>0.234µV</td>
</tr>
<tr>
<td>Digital Sensitivityd</td>
<td>1% BER (800 MHz)</td>
<td>0.404µV</td>
<td>0.277µV</td>
<td>0.307µV</td>
</tr>
<tr>
<td>5% BER</td>
<td>0.283µV</td>
<td>0.188µV</td>
<td>0.207µV</td>
<td>0.207µV</td>
</tr>
<tr>
<td>Selectivityc</td>
<td>25 kHz channel</td>
<td>-76 dB</td>
<td>-76 dB</td>
<td>-76 dB</td>
</tr>
<tr>
<td>12.5 kHz channel</td>
<td>-76 dB</td>
<td>-76 dB</td>
<td>-76 dB</td>
<td>-76 dB</td>
</tr>
<tr>
<td>Intermodulation</td>
<td>-76.6 dB</td>
<td>-65 dB</td>
<td>-80.3 dB</td>
<td>-90 dB</td>
</tr>
<tr>
<td>Spurious Rejection</td>
<td>-76.6 dB</td>
<td>-65 dB</td>
<td>-80.3 dB</td>
<td>-90 dB</td>
</tr>
<tr>
<td>FM Hum and Noise</td>
<td>25 kHz</td>
<td>-53 dB</td>
<td>-51 dB</td>
<td>-50 dB</td>
</tr>
<tr>
<td>12.5 kHz</td>
<td>-47 dB</td>
<td>-45 dB</td>
<td>-45 dB</td>
<td>-45 dB</td>
</tr>
<tr>
<td>Audio Distortiona</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
</tr>
</tbody>
</table>
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
WHEREAS, private enterprises have had decades to bring low-cost energy to the Interior, which
has made it clear that some form of public participation is necessary to meet the IEP goals; and
WHEREAS, the PENTEX purchase includes an agreement with the private company Hilcorp,
which is subject to both the due diligence process and regulatory and administrative review; and
WHEREAS, it is too early to know the results of the due diligence work in connection with the
purchase of PENTEX or the impacts of the acquisition on other facets of the IEP.

NOW, THEREFORE, BE IT RESOLVED that the North Pole City Council appreciates and
supports and AIDEA’s continued commitment to meeting the goals of the IEP; and
BE IT FURTHER RESOLVED, that if the due diligence process shows that the proposed
purchase of PENTEX will significantly assist in meeting the goals of the IEP that the North Pole
City Council supports moving forward with that plan.
BE IT FURTHER RESOLVED that copies of this resolution shall be sent to the Honorable
Governor Bill Walker, members of the Alaska State legislature, Interior Gas Utility board,
Fairbanks Natural Gas management, Golden Valley Electric Association board and management,
AIDEA board and the Regulatory Commission of Alaska

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

______________________________
Bryce J. Ward, Mayor

ATTEST:

______________________________
Kathryn M. Weber, MMC
North Pole City Clerk

PASSED/FAILED
Yes:
No:
Absent
CITY OF NORTH POLE

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;
AUTHORIZING MUNICIPALITIES TO ESTABLISH PROGRAMS TO
IMPOSE ASSESSMENTS FOR ENERGY IMPROVEMENTS IN REGIONS
DESIGNATED BY MUNICIPALITIES; IMPOSING FEES; AND PROVIDING
FOR AN EFFECTIVE DATE"

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

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

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

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

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

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

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

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

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

WHEREAS, PACE can use traditional lending sources; and

WHEREAS, PACE Programs in Alaska, provide consistency with state energy policy,
energy efficiency and renewable energy goals; and
WHEREAS, 31 states have authorized PACE programs; and

WHEREAS, the Alaska State Legislature must provide authority for local governments to establish and operate commercial PACE programs; and

WHEREAS, in the State of Alaska there are 24 eligible local governments with a total population of 639,314; and

WHEREAS, Improvements may not be made to vacant lots or property undergoing development at the time of assessment; and

WHEREAS, PACE programs may not be used to finance the purchase of temporary products or anything not permanently fixed to real property

NOW THEREFORE BE IT RESOLVED, that the North Pole City Council supports implementation of House Bill 118 and Senate Bill 56.

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

____________________________
Bryce J. Ward, Mayor

ATTEST:

____________________________
Kathryn M. Weber, MMC
North Pole City Clerk

PASSED/FAILED
Yes:
No:
Absent
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

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

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

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

Chapter 49. Municipal Property Assessed Clean Energy Act.

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

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

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

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

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

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

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

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

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

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

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

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

(2) permit fees;

(3) inspection fees;

(4) lender's fees;
(5) program application and administrative fees;

(6) project development and engineering fees;

(7) third-party review fees, including verification review fees, under AS 29.49.090; and

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

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

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

(1) may include the entire municipality; and

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

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

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

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

(1) adopt a resolution of intent that includes a

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

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

(C) description of the types of qualified projects that may be
subject to contractual assessments;

(D) description of the boundaries of the region;

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

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

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

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

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

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

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

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

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

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

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

(d) A municipality may

(1) hire and set the compensation of a program administrator and
program staff; or

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

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

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

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

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

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

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

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

(A) assessment under the program; and

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

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

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

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

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

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

(B) method for ranking requests from property owners for
financing through contractual assessments in priority order if requests appear likely to exceed the authorization amount; and

(C) method for determining

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

(ii) the maximum amount of an assessment;

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

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

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

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

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

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

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

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

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

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

(1) providing for verification that

(A) the property owner requesting to participate under the
program is

(i) the legal owner of the benefited property;

(ii) current on mortgage and property tax payments; and

(iii) not insolvent or in bankruptcy proceedings; and

(2) requiring an appropriate ratio of the amount of the assessment to
the assessed value of the property.

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

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

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

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

Before a municipality may enter into a written contract with a record owner of real
property to impose an assessment to repay the financing of a qualified project under
this chapter,

(1) the holder of any mortgage lien on the property must be given
written notice of the intention of the owner to participate in a program under this
chapter not later than 30 days before the date the written contract for assessment
between the owner and the municipality is executed; and

(2) a written consent from the holder of the mortgage lien on the
property must be obtained.

Sec. 29.49.090. Review required.

(a) A program established under this chapter must require for each proposed qualified project a review of energy baseline
conditions and the projected energy savings to establish the projected energy savings.

(b) After a qualified project is completed, the municipality shall obtain
verification that the qualified project was properly completed and is operating as
intended.

(c) An independent third party must conduct both a baseline energy review
and a verification review under this section.

Sec. 29.49.100. Direct acquisition by owner.

The proposed arrangements for
financing a qualified project may authorize the property owner to

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

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

(b) The notice under (a) of this section must contain

(1) the amount of the assessment;
(2) the legal description of the property;
(3) the name of each property owner; and
(4) a reference to the statutory assessment lien provided under this chapter.

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

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

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

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

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

Sec. 29.49.140. Bonds or notes. (a) A municipality may issue bonds or notes
to finance qualified projects through contractual assessment under this chapter.

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

1. payments of contractual assessments on benefited property in one or more specified regions designated under this chapter;
2. reserves established by the municipality from grants, bonds, or net proceeds or other lawfully available funds;
3. municipal bond insurance, lines of credit, public or private guaranties, standby bond purchase agreements, collateral assignments, mortgages, or any other available means of providing credit support or liquidity; and
4. any other funds lawfully available for purposes consistent with this chapter.

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

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

1. improvement of the reliability of local electrical systems;
2. reduction of energy costs;
3. reduction of energy demand on local utilities;
4. economic stimulation and development;
5. enhancement of property values; and
6. enhancement of employment opportunities.

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

(b) If two or more municipalities implement a program jointly, a single public hearing held jointly by the cooperating municipalities is sufficient to satisfy the
requirement of AS 29.49.060(a)(2).

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

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

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

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

Sec. 29.49.900. Definitions. In this chapter,

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

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

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

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

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

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

* 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
March 5, 2015
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 financer 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 intents 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 financer 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**