Monday, April 18, 2022
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR
Michael Welch
907-488-8584

CITY CLERK
Melissa Dionne
907-488-8583

COUNCIL MEMBERS
Santa Claus – Mayor Pro Tem
DeJohn Cromer – Deputy Mayor Pro Tem
Aino Welch – Alt. Deputy Mayor Pro Tem
David Skipps
Jeffrey Jacobson
Anton Keller

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Invocation

4. Approval of Agenda (Pgs. 1-2)

5. Approval of the Minutes from 04/04/2022 (Pgs. 3-9)

6. Communications from the Mayor
   a. Student of the Month – Kylie Lambries (Pg. 10)

7. Council Members 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. Ordinance 22-09, An Ordinance of the City of North Pole Amending the Personnel System Code (Pgs. 11-26)
   b. Ordinance 22-10, An Ordinance of the City of North Pole Amending the Leave Policy and Pay Scale for City of North Pole Employees (Pgs. 27-34)
   c. Ordinance 22-11, An Ordinance of the City of North Pole to Amend Title 4, Chapter 4, Purchasing (Pgs. 35-36)
   d. Resolution 22-11, A Resolution of the North Pole City Council Designating City Officials’ Authorization to Sign on City of North Pole Accounts (Pg. 37)
   e. NPPD Request for Approval of Grant Award to Long Technologies (Pgs. 38-64)

13. Council Comments

14. Adjournment

**How to Offer Public Testimony at Council Meetings**

Written testimony is encouraged. You may submit your comments by calling the Clerk’s Office at 907-488-8583 or by sending an email to MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for telephonic testimony call the Clerk’s Office at 907-488-8583 or email MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

All NPCC meetings are held virtually. We are live streaming to the City of North Poles’ Facebook page and the recording will be available the next day on the City of North Poles’ YouTube channel.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.
Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.

A regular meeting of the North Pole City Council was held on Monday, April 4, 2022, via Zoom.

CALL TO ORDER/ROLL CALL
Mayor Welch called the regular City Council meeting of Monday, April 4, 2022, to order at 7:00 p.m.

Present:
Michael Welch – Mayor
Santa Claus - Mayor Pro Tem
DeJohn Cromer - Deputy Mayor Pro Tem
Aino Welch – Alternate Deputy Mayor Pro Tem
Anton Keller
Jeffrey Jacobson
David Skipps

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG
Led by Ellen Glabb

INVOCATION
Given by Jeffrey Jacobson

APPROVAL OF AGENDA
Mr. Claus moved to approve the agenda of April 4, 2022
Seconded by Ms. Welch

Mr. Claus moved to amend the agenda of April 4, 2022 to consent the following items:

Old Business:
   a. Ordinance 22-08 An Ordinance of the City of North Pole to Amend the 2022 General Operating Budget to Expense the Final Encumbered COVID 19 Grant Funds

New Business:
   a. NPFD Request for Approval to Accept a $5000.00 Grant Award from VFA
   b. Utility Charge Off

Seconded by Ms. Welch

On the amendments
DISCUSSION
None
PASSED
Yes: 6 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch
No: 0
Absent: 0

On the agenda as amended
DISCUSSION
None
PASSED
Yes: 6 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch
No: 0
Absent: 0

APPROVAL OF MINUTES
Mr. Jacobson moved to approve the minutes from the 3/15/22 meeting
Seconded by Ms. Welch
DISCUSSION
None
PASSED
Yes: 6 – A. Welch, Claus, Keller, Cromer, Jacobson, Skipps, Welch
No: 0
Absent: 0

COMMUNICATIONS FROM THE MAYOR
• The Mayor talked about us partnering with AIDA on the housing project. A 36-acre parcel on Homestead has been identified that will work for this project. $5,000 earnest money was put down on the parcel for the $250,000 asking price.
• April 10-13 Mayor Welch will be traveling to Anchorage to attend meetings regarding general obligation bonds, infrastructure opportunities and for energy and housing. Some of it is being put on by the Alaska Municipal League, some by the Governor’s office and some by Senator Murkowski. There is also a possibility that he will be able to talk to the senator from W. Virginia who will be with Murkowski.
• The Mayor asked Santa Claus to cover the staff meeting on Tuesday since he will be gone. Mr. Claus agreed.
• April 13 is the arrival of the last F-35’s to EAFB. He said that he would let the Council know if they could attend this arrival.
• He also let everyone know that May 13th at 5:30 there is a celebration for the stand up of the F-35 wing.
• The Mayor was also let everyone know that the Grad Bash on May 10th out at the Ben Eielson High School. On April 30th from 10-4 representatives from the high school will be out in the city to ‘pass the boot’ around for donations to the high school. They are raising money for the graduation, but also to purchase college supplies for their graduates. Any questions about these events can be directed to Tamara Hall at
907-385-7464.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra
- IT – List of 20 questions forwarded to IT regarding data breach. Meeting was too be held today but did not receive answers till 1018 so postponed till later this week on the 6th.
- Two new cars have been paid for and are enroute to California.
- Seeking companies to do evaluation of new addition contamination from sewer backup.
- Police Memorial Day will ceremony be at the Memorial Park on the 13th of May at 11:00 am. APOA is sponsoring the event, we will provide food, weather permitting.
- I am scheduled to attend Crime Conference in Anchorage for APOA, APSC and AACOP meetings and training at beginning of May.
- Thank you Councilman Claus and Councilman Skipps for touring the new facility. We would like to invite others to come anytime they can.
- Chief Dutra also gave a thank you to Ms. Fogarty and her team for all the hard work that they are doing with the conversion.

The Mayor ask Chief Dutra to give an update for an events that are happening soon.
- Late July will be the Memorial Ceremony for Fallen Hero’s, typically it is the 27th. He will keep us updated.

Fire Department, Chief Heineken
- The Fire Department has scheduled its open house for May 21st. Due to COVID we have not conducted an open house since May of 2019. We look forward to opening our station and sharing it with the community.
- Engine 25 has been out of service for maintenance over the last week and a half. A water leak was found to be coming from plumbing that had extensive internal wear due to electrolysis and erosion. The repair is being handled in house and should be complete sometime this week.
- Captain Sanders and Chief Heineken were supposed to leave tonight to travel to Appleton, Wisconsin, but Alaska Airlines canceled their flight. This trip was for meetings with factory engineers to go over drawing and specifications they have developed for the new fire truck. The forecasted completion date is in December with delivery to North Pole around February next year. The Chief has had reports from other fire departments that manufactures are now giving a 24 month build time for new orders. He feels North Pole ordered this apparatus just early enough to get ahead of some of the supply issues causing manufacturing delays. They are rescheduling this trip to leave next Monday, April 11.
- Mr. Skipps asked the Chief if this delay with him going to Wisconsin is going to delay the manufacturing the truck.
- Chief Heineken said that no, he asked and was told that just 1 week is not going to delay anything.
Ms. Fogarty asked if the company that is manufacturing the truck is paying for the travel arrangements.

- Chief Heineken said that yes, they are handling everything and got them all rescheduled on flights next week.

**Finance, Tricia Fogarty**

- Ms. Fogarty said that she sent everyone financials for the months of January and February. The report was done through Tyler and looks a little different then they are used to.
- The utility billing module that they are bringing online is not going so well right now. They need to reevaluate things and make a few changes before they can move completely over to Tyler.
- They spoke to Gary Hutchens at the CPA firm that does the Cities audit last week and they agreed to wait till the 22nd of April to get them things. She will be shifting her focus over to the audit in the coming weeks to get that done.

The Mayor asked how much of the Tyler conversion is left and said that those should be easy conversions.

- Ms. Fogarty said that after the utility there is sales taxes and business licenses and those should be done after June. Moving forward there is a lot less double entry which is going to make things easier and quicker.

The Mayor asked about the financials that she sent to the Council.

- Ms. Fogarty said that the financials she sent do not include that sales tax info, that info has not come from the bank yet nor is that module conversion completed in Tyler yet, so therefore is not included. That is a big portion of our revenue, so we don’t have the big picture here.

**CITY SERVICES**

- Mayor Welch filled in here in the absence of a Director of City Services.
- He has been working with HC on the snow removal project. As of the end of the fist week 23,970 cubic yards of snow have been removed from the Patriot, Holiday, and Homestead neighborhoods. They are averaging 4,000 cubic yards of snow a day. HC did note that we overestimated the number of cubic yards that would come out of Stillmeyer Estates. Their snowblower had an equipment malfunction and that shut them down for a few days. HC also had a truck on 3/29 that broke down in the middle of the crazy weather that we were having. The Mayor asked HC to make sure that the oil mess they left there was cleaned up.
- The new front loader that the City ordered is in and the Mayor asked them to expedite the delivery to us so that we have it available for use now.
- He gave everyone an update on the new applicants for the Director of City Services position. He hopes that we will be able to interview again soon. He will update the Council as he can. He did say that we are going to add in relocation monies to help with the cost of a move if the person that we chose is out of state.
• He has been working with the Boundary Commission regarding the new parcel of land that the city is trying to purchase for the project with AIDA. We need to consider how to annex that property into the city. We have 2 options, the first is to take it to the city voters the second is to take it to the legislature when they meet next year. We also need to consider the Borough’s recently passed ordinance regarding that waiver of property taxes for new construction. The way that the city is set is that we will go along with what the borough does, unless we change it and that that will be a lot of revenue that we really can’t afford to lose.

Mr. Jacobson asked if there were any restrictions on us buying the property now, even though it is not in the city limits and clarified that we could wait on the property annex until a later date.

• The Mayor agreed, we could go ahead and buy the property for AIDA as a goodwill gesture and move forward with the annexing into the city at a later date. The Mayor also said that we would be losing a lot of money in property taxes if we went forward with the property tax forgiveness. He will be meeting with AIDA again this week and will get the Council an update next time we meet.

Mr. Keller asked if the deal with AIDA was contingent on the land being in the city.

• The Mayor responded that no that was not necessary at this step.

Borough Representative

• Ms. Welch attended a meeting on March 24.

• One of the amendments discussed was the voluntary fuel to gas conversion for homeowners. The borough is going to do a similar program as to the one they did years ago for the woodstove swap out program.

• There was a lot of discussion about the Off-road Lions expansion of their lease at Chena Lakes recreation area. The area is set aside for off road vehicles. There has been a lot of problems with people using the area as a dumping ground. The idea is that they would extend the area set aside so then they can set up barriers and be able to control the access into the area to help eliminate the dumping of garbage.

• They also did some smaller changes like reducing the number of people of the Chena Riverfront Commission also there was a resolution supporting the bicycle paths that would go from North Pole to Salcha. The borough urged North Pole to support this as well.

• The borough received a large donation to start a library in Two Rivers. The borough had to turn down the money because the borough could not support the additional money for the project.

Ellen Glab, Human Resources Generalist

• This was Ellen’s first meeting since she started. The Mayor introduced her and she gave everyone a brief background to where she is coming from.

City Clerk’s Office, Melissa Dionne

• Ms. Dionne thanked Ms. Fogarty and her team for all their hard work in the Tyler conversion.

• She has been working the last few weeks with Code publishing making sure they have all the ordonnances so they can get them published online. What she didn’t realize when starting this is that they were missing
ordinances going all the way to 2020. So that has been a challenge, but she thinks she is just about done with that project now.

- Now that the city has a designated HR person, she will be working in the next few weeks to get some ordinances written to split out the City Clerk and Human Resources positions and she told everyone to be on the lookout for those.

**ON GOING PROJECTS**

- City Clerk Melissa Dionne included with the Council packets this week a few quotes for a new website for the City. She told the Council that she feels the current site is outdated and very simple and could be so much more. She included what she felt like were the top 2 (out of 5) Municode and Revize, both of which specialize in municipality sites. Ms. Dionne asked for the Council’s input, to send her things that they like, that they don’t like about the sites from these companies but also from other sites that they may visit. She said that she will be asking the Council to decide on moving forward with choosing a company and starting the project in the next few weeks.

Mayor Welch agreed that this was a good project and something worth investing some time and money in. He said in the next few weeks we would be asking for a decision from the Council. He also said that the feedback from the department heads would be sought out, as well as from HR because the website would also be a recruitment tool for us.

Ms. Welch shared that she had met with the company that hosts our current website years ago at AML and told them their site was hard to update and difficult to navigate and she said that it is something that we have struggled with and thanked the Clerk for taking on this project.

**CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)**

- None

**OLD BUSINESS**

- None

**COUNCIL COMMENTS**

- Ms. Welch offered a quick thank you to the volunteers that coordinated the science fair this year. She said that she is aways in awe for the job that they do and asked parents to support their young scientists.

- Mr. Keller reminded everyone that the roads are still slick out there and offered a word of caution to all the drivers out there. He is excited with all the sunshine and is looking forward to seeing everyone out and about.

- Mr. Jacobson responded to Mr. Keller’s comment about the roads. He said that we haven’t had this much hard ice on the roads, that storm in December was hard on the roads. He gave another kudos to Ms. Fogarty’s team and all their hard work. He also welcomed Ellen Glab to the team and said that he was looking forward to working with her and getting to know her. He said that he was thrilled the Ms. Dione
took on the website design project and thanked her for taking on the project.
- Mr. Claus warned everyone who walks on the sidewalks to be extra careful out there.
- Mayor Welch talked about the state of the roads and the HC snow removal project. He said that we are making efforts out there and he did have public works add some gravel to the road with the middle school on it. He asked Mr. Jacobson for some time before he heads down to Anchorage to talk about snow removal and public works. Mr. Jacobson invited the Mayor to come down to the City of Fairbanks public works and that they would give him a tour and talk about how Fairbanks does things.

Ms. Welch moved to adjourn
Seconded by Mr. Claus

The regular meeting of Monday, April 4, 2022 adjourned at 8:14 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, April 4, 2022.

ATTEST:

Melissa Dionne, City Clerk
Office of the Mayor  
City of North Pole

Proclamation

WHEREAS, Kylie Lambries is a senior at North Pole High School and is the daughter of Scott and Cindy Lambries.

WHEREAS, Kylie is a member of the Student Council, National Honor Society, the Engineering Club and Sources of Strength.

WHEREAS, Kylie spends her time fundraising for the Senior class, the Choir, and various other charities, such as the Red Cross and Suicide Prevention, as well as volunteering with the Lions Club.

WHEREAS, Kylie has been the State of Alaska Supreme Court Student of the Week, a Student of the Year in 2019, 2020 and 2021, as well as the Fairbanks Daily News-Miner Student of the Month.

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

NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Kylie Lambries the:

North Pole City Council  
High School Student of the Month  
For April 2022.

ATTEST:

Mayor, City of North Pole, Alaska

Melissa Dionne  
City Clerk
CITY OF NORTH POLE
ORDINANCE NO. 2022-09

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
PERSONNEL SYSTEM CODE

WHEREAS, the City of North Pole wishes to grow its personnel system and add
or change positions within the City as it does, and

WHEREAS, the City of North Pole, no longer wishes for the City Clerk to also
serve as the Human Resources Manager, and

WHEREAS, to make this separation, the City of North Poles’ Municipal Code
must be amended.

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

SECTION 1: This ordinance is of a general and permanent nature and shall be
codified.

SECTION 2: Title 2, Chapter 2, Sections 36.010 Statement of Purpose, 36.040
Appointments, 36.080 Personnel Records and Files, 36.090 Position
Classification Plan, 36.100 Applicant Prerequisites, 36.110 Hiring Policy, 36.291
Sexual Harassment, 36.322 Grievance Procedures, 36.323 Personnel Review
Board, 36.331 Volunteer Service, 36.415 Voluntary Leave Bank, is hereby
amended in the North Pole Code of Ordinances as follow: [new text in red, deleted
text in strikethrough-red] see attachment.

Section 3: Effective Date. This ordinance shall become effective at signing.

ADOPTED THE ___ DAY OF May 2022.
ATTEST:

Melissa Dionne
City Clerk

Mayor: Michael W. Welch
2.36.010 Statement of purpose.

A. The purpose of this chapter is to implement and give effect to the requirements of the City of North Pole to establish and operate a system of personnel administration based upon equitable merit principles and professional methods governing the recruitment, selection, employment, transfer, removal, discipline, welfare of employees and other factors of City employment.

B. It is the general intent of this chapter to establish policies which will serve as a guide to the administrative action concerning the various personnel activities and transactions. Additional personnel procedures and regulations may be issued by the Chief Executive, with the approval of Council, to clarify or amplify this chapter in greater detail. Employees shall have the opportunity to provide input on proposed changes prior to implementation. The administration shall provide all employees any proposed written changes to the personnel system code prior to placing them on the agenda.

C. It is the specific intent of these policies to assist in the accomplishment of the following objectives:

1. To recruit, select and advance employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment;

2. To assist in the accomplishment of equal employment opportunity objectives of the City; to assure fair treatment of applicants and employees in all aspects of personnel administration with proper regard for their privacy and constitutional rights as citizens;

3. To encourage efficient operation and production of all City employees through professional personnel administration toward the end of providing optimal service to the public.

D. The term “Chief Executive” refers to either the Mayor or the City Manager, dependent on the type of government under which the City is operated.

E. The City Clerk serves as the Human Resource Manager for the City. As such, any reference in code to the Human Resource Manager is synonymous with the City Clerk,
2.36.040 Appointments.

B. The City Clerk Human Resources Administrator shall:

1. Advertise for position vacancies in the appropriate newspapers;

2. Control all applications for employment;

3. In coordination with the department head, establish the opening and closing dates for application;

4. In coordination with the department head, review applications for minimum qualifications;

5. Perform background checks on candidates;

6. In coordination with department heads, establish interview schedule;

7. Compile record of hiring documents and make recommendation to department heads on candidates for hiring;

8. Coordinate with the Chief Executive on hiring decisions.

C. Department heads will:

1. Coordinate with the City Clerk Human Resources Administrator on opening and closing of applications for vacancies;

2. Coordinate with the City Clerk Human Resources Administrator on review of applications;

3. Conduct the applicant job interview with assistance from the City Clerk Human Resources Administrator and others as appropriate;

4. Select the candidate for hiring;

5. Coordinate with the Chief Executive on hiring decisions. (Ord. 98-12 § 2, 1998)

2.36.080 Personnel records and files.

A. The City Clerk Human Resources Representative shall provide for the maintenance of a records system which shall consist of three types of record:
1. Personnel File. The personnel record is a file of those documents which reflect an individual employee’s complete status as an employee from the date of hire to termination.

   a. The personnel record includes, but is not limited to, the individual employee’s employee data, employee status changes, hiring documents, performance appraisals, progress reports, disciplinary actions and personnel actions.

   b. Employee Access to Personnel File. An individual employee shall have access to their personnel record or to any information pertaining to them which is maintained in the personnel record as any reasonable time in conference with the **City Clerk Human Resources Representative**. The personnel records may be inspected by appropriate supervisory personnel, as authorized by the Chief Executive or his designee.

   c. Except for oral reprimands, a written record of all disciplinary actions must be contained in the employee’s personnel record.

   d. Any review of personnel records shall be conducted in the presence of the **City Clerk Human Resources Representative**, and no document shall be removed without authorization of the Chief Executive and concurrence of the employee.

2. Confidential Personnel Files. The confidential personnel files and all other matters dealing with, but not limited to:

   a. Interview evaluations, preemployment reference checks, EEO/affirmative action data, benefit plan choices/enrollments, dependent and beneficiary information, credit checks and reports, and information regarding legal actions, including EEO complaints;

   b. Confidential personnel files may only be reviewed by the employee and the **City Clerk Human Resources Representative**. The City Accountant, in the course of normal job performance of audits, payroll and reports, may review confidential personnel files. No documents may be removed from the confidential file.
3. Medical Information Files. Information obtained regarding the medical condition or history of an applicant or an employee. Medical information files are considered confidential and may only be inspected by the employee and the City Clerk Human Resources Representative as required by Health Insurance Portability and Accountability Act (HIPAA) regulations.

   a. All medical records shall be collected and maintained on separate forms.

   b. These records shall be kept confidential and shall not be disclosed, reviewed or used except as permitted by law. No documents may be removed from the medical information file.

   c. Medical information files shall contain, if applicable:

      i. Post-offer medical information;

      ii. Injury reports;

      iii. Health care provider certifications;

      iv. Doctor’s notes and reports;

      v. Fitness for duty results;

      vi. Workers’ compensation injury forms and reports;

      vii. Drug and alcohol test results;

      viii. Disability leave documentation;

      ix. Benefit claim forms;

      x. Reimbursement request for medical expenses;

      xi. Any voluntary medical information from an employee health program;

      xii. Medical insurance claim forms;

      xiii. Requests for reasonable accommodation. (Ord. 00-05 § 2, 2000; Ord. 98-12 § 2, 1998)
2.36.090 Position classification plan.
A. The City Clerk Human Resources Representative shall establish and maintain a position classification plan applicable to all employees. This classification plan shall establish a system by which all jobs in the City are evaluated according to required expertise, financial responsibility, level of decision and/or policy influence, with primary consideration given to market considerations. This plan will reflect the City salary schedule and contain the job description for each position.

B. Except as otherwise provided in this section, all City employees shall be classified in one of the following categories: appointed employees and classified employees.

1. Appointed employees shall consist of:
   a. Department heads and special assistants to the Chief Executive, who are appointed and promoted by, and serve at the pleasure of, the Chief Executive;
   b. City Clerk and City Attorney, who are appointed by and serve at the pleasure of the City Council.

2. Classified employees shall consist of all City employees who are not appointed. (Ord. 00-07 § 2, 2000; Ord. 98-12 § 2, 1998)

2.36.100 Applicant prerequisites.
A. All information provided by the applicant on an employment application or a resume shall be subject to investigation and verification. Should an applicant provide data that is proven to be false or deceptive, the applicant will be rejected; should the applicant have been an employee, the employee will be subject to dismissal.

B. No questions in any interview, test or application form shall be so framed as to elicit information concerning race, age, sex, color, disability, national origin, marital status, parenthood, political or religious affiliation for the purpose of discrimination.

C. The City of North Pole will employ only those persons who are entitled to work in the United States.

D. The City will comply with the immigration laws of the United States. Accordingly, all employees are required to have the legal right to work in this country. In
accordance with the regulations of the Immigration and Naturalization Service (INS),
the City will require individuals to establish their right to work in this country.

E. All offers of employment are conditioned on the individual establishing the right
to work in this country. On the first day of work, all individuals are required to
produce documents acceptable under the INS regulations to establish that right.

F. All job candidates will be required to provide proof of work eligibility and
identification and complete the employee portion of the I-9 immigration form. This
applies to former employees, but not those who return from leaves of absence or who
are transferred within the City.

G. Any use of a polygraph or lie detector test in the City's employment setting will be
applied strictly according to the requirements of the Employee Polygraph Protection
Act and any applicable State laws.

1. If employees are called upon to submit to a polygraph test, such as for
economic loss, all relevant legal procedures will be followed to ensure that the
employees' rights are protected.

2. Employees will be permitted to terminate the test at any time and specific
restrictions will be placed on the types of questions that may be asked.

3. Prior to the test, employees will be notified of their rights concerning the test,
the type of test that will be conducted, the conditions surrounding the testing,
and the specific questions that will be asked.

4. Before any adverse action is taken based on the test results, the City will
review the test results with the employees. In addition, a polygraph examiner will
be chosen who meets all requirements under the law.

5. Disclosure of the test results will be restricted to the employee, the City
Clerk Human Resources Representative and Chief Executive or a governmental
entity pursuant to court order. (Ord. 98-12 § 2, 1998)

2.36.110 Hiring policy.
A. The City's hiring policy is based upon the following criteria: The City of North Pole
is an equal opportunity employer and will not discriminate in the hiring process on the
basis of sex, religion, race, color, age, disability, marital or veteran status, or national origin. Complete records of this process will be kept.

B. The City will always try to hire the best qualified applicant. All positions will be advertised and will be posted for all current employees to see. Files of applicants will be maintained by the City Clerk Human Resources Representative. These files will be reviewed when seeking new employees.

2.36.291 Sexual harassment.
A. The City will maintain a work environment free of sexual harassment. In accordance with that philosophy, unwelcome sexual advances; requests for sexual favors; sexual demands; or other verbal, physical or visual conduct of a sexual nature will constitute sexual harassment when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment;

2. Submission to or rejection of the conduct is used as a basis for an employment decision affecting the person rejecting or submitting to the conduct;

3. The conduct has the purpose or effect of unreasonably interfering with an affected person’s work performance, or creating an intimidating, hostile or offensive work environment;

4. Third-Party Situations. One individual is offended by the sexual interaction, conduct or communications between others.

B. The City bases its determinations relative to employment, training, compensation and promotions on job-related qualifications in compliance with equal employment opportunity laws and regulations, which prohibit discrimination based on sex. Federal and State laws make sexual harassment unlawful. Just as we do not tolerate violations of other laws in our workplace, we do not tolerate violations of the laws prohibiting sexual harassment.

C. The City believes that all employees are entitled to a workplace free of harassment, and expects that all employees will treat each other and our customers with courtesy, dignity and respect. We take our obligation to maintain a workplace free of harassment very seriously. Sexual harassment is a form of misconduct which
constitutes a serious offense and subjects offenders to disciplinary action, up to and including discharge.

D. Employees who experience or witness sexual harassment in the workplace must report it immediately to the City Clerk Human Resources Representative. If that is the person who is harassing the employee, the employee may approach any other member of the City Council. All allegations of sexual harassment will be investigated. To the extent possible, the employee’s confidentiality and that of any witness and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, the employee will be informed of the outcome of that investigation.

E. The City will permit no employment-based retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment. (Ord. 98-12 § 2, 1998)

2.36.322 Grievance procedure.
A. This section shall not apply to appointed employees, or employees designated in NPMC 2.36.020(A)(1) through (4). The City shall promptly consider and equitably adjust employee grievances relating to employment conditions and relationships. Furthermore, the City desires to adjust the causes of grievances informally; both department heads and employees are expected to resolve problems if possible within five business days. Grievances may include, but are not limited to, such things as discipline, transfer, job posting, selection, unfair assignment of vacation or holiday time, a personal request that was denied, etc.

B. The following steps shall be followed on processing a grievance which an employee(s) may have that cannot be resolved by discussion between the employee(s) and the supervisor:

1. Step 1. The employee(s) shall verbally bring the grievance to the attention of the supervisor within ten business days (i.e., Monday through Friday) of occurrence of such grievance.

2. Step 2. If the grievance is not settled at step 1 within five business days, it shall be prepared in detail, submitted in writing, shall be dated, shall be signed by the aggrieved employee or group of employees and shall be presented to the responsible department head within five business days, not including the day of presentation. The department head shall make a copy of the grievance and
provide to the Personnel Officer. The department head shall answer the grievance in writing fully elaborating his position and respond within ten business days from presentation. The department head shall provide a copy of the response to the Personnel Officer.

3. Step 3. If the grievance is not settled in step 2, the written grievance shall be presented to the Chief Executive along with all pertinent correspondence, records and information accumulated to date to the City Chief Executive within five business days after the department head’s response is given, not including the day the response is given. No additional material may be submitted in step 3 that was not presented to the department head in step 2, with the exception of a letter addressed to the Chief Executive indicating the affected employee is not satisfied with the decision of the department head. The letter may outline the reasons for the dissatisfaction, but may not add additional information not previously available to the department head. The City Chief Executive may hold a hearing or conduct additional investigations as he deems necessary. However, the Chief Executive may not consider any additional information in the course of his investigation that was not part of the material originally provided to the department head. The City Chief Executive shall make his decision and reply to the appropriate parties concerned in writing within ten business days of the date of presentation of the written grievance. The Chief Executive shall provide a copy of the response to the Personnel Officer.

4. Step 4. If the grievance is not settled in step 3, the decision of the City Chief Executive shall be appealed to the Personnel Review Board by presenting a written copy of the grievance to the **City Clerk Human Resources Representative** within five business days following receipt of the Chief Executive response along with a cover letter from the grievant indicating the employee’s desire for appeal to the Personnel Review Board. The **City Clerk Human Resources Representative** will receive and date the written copy received and include a request to form the Personnel Review Board on the next agenda of the City Council.

   a. If the grievance procedures are not initiated within the time limits established by this section, the grievance shall be considered not to have existed.
b. Any grievance not taken to the next step of the grievance procedure shall be considered settled on the basis of the last reply made and received in accordance with the provisions of this section.

c. If the City fails to meet or answer any grievance within the time limits prescribed for such action by this section, such grievance shall automatically advance to the next step. If the City fails to meet or answer any grievance on step 3 of the grievance procedure within the time limits prescribed for such action by this section, it shall be deemed that the City has considered the grievance to be in favor of the grievant and shall resolve the matter accordingly.

C. Confidentiality. It shall be the policy of the City to preserve confidentiality in matters touching on the reputation of all employees of the City and to protect each employee's right to privacy. To this end, grievances shall be confidential and shall not be disclosed by an officer or employee of the City except as may be required by law. At no time may any officer of the City disclose the contents, substance or any fact regarding employee grievances without prior written permission of the employee(s). All processing, interviews and investigations will be done in confidence. Any employee of the City who, because of the nature of their position, may become aware of the substance of the grievance may not disclose or discuss in any manner any part of the grievance until released by written document signed by the aggrieved employee. Any release of information will be deemed in violation of this section and be subject to disciplinary action or other remedies as may be available in the code. Nothing, however, shall abridge the right of any employee to disclose the contents of his or her records or to waive his/her rights to have any proceeding before the Personnel Review Board to be heard in private. The fact that an aggrieved employee may choose to discuss his grievance does not in any way release officers or employees of the City from their obligation to keep confidential all matters related to the grievance. (Ord. 98-12 § 2, 1998)

2.36.323 Personnel Review Board.
A. The Personnel Review Board shall consist of the City Council excluding the Chief Executive and any other Council member with a conflict of interest.

B. The City-Clerk Human Resources Representative shall serve as the clerk of the Personnel Review Board and shall be responsible to the chairman of the Personnel
Review Board commencing on the date of the formation of the Personnel Review Board and concluding following the issuance of the Personnel Review Board decision. No communication will take place with any officer or employee of the City regarding the grievance under consideration without the written or verbal permission of the chairman of the Personnel Review Board. The Clerk will contact the Board members, establish the Board site, take minutes, issue oaths, maintain the record of the proceedings, seal the proceedings, ensure compliance with the provisions of this section and any other requirement as may be assigned relevant to the grievance by the chairman of the Personnel Review Board. The Clerk may not discuss any matter relevant to the grievance with any employee or officer of the City without the written permission of the chairman of the Personnel Review Board.

C. Jurisdiction. The Personnel Review Board shall have jurisdiction over all grievances submitted by any classified employee. The Personnel Review Board shall not have jurisdiction over those employees designated in NPMC 2.36.020(A)(1) through (4).

D. Powers/Authority. The Personnel Review Board may:

1. Establish administrative rules and procedures for the conduct of its business;

2. Conduct preliminary investigations, make reports to the City Council, and conduct hearings as provided herein. The board shall use the latest version of Robert’s Rules of Order unless superseded elsewhere in this code;

3. Consider the grievance as presented and the application of applicable sections of this code;

4. Adjudicate/mediate any and all matters grieved by City employees including, but not limited to, returning the matter to the Chief Executive for reevaluation, reversal of the decision of the Chief Executive or any other reasonable decision relevant to the grievance;

5. Make recommendations to the Chief Executive and to the City Council for amendments to City policy or the code as the Board may deem necessary or advisable.
E. Process. Upon receipt of the grievance, the **City Clerk Human Resources Representative** shall:

1. Date and number the grievance;

2. Inventory and identify all documents as exhibits, and secure the information pending instructions from the chairman of the Personnel Review Board;

3. Notify the City Council at its next regularly scheduled meeting that a grievance has been received and request instruction regarding the date the Personnel Review Board is to meet;

4. Compile, number and copy submitted documents for each Personnel Review Board member maintaining absolute confidentiality of the material as required in this section;

5. Schedule a meeting room, calendar the meeting, advertise the date, time and place for the meeting, and provide reasonable notice of the meeting date to the public, keeping in mind that the substance of the grievance remains confidential.

**2.36.331 Volunteer services.**

No City employee may provide volunteer services to another department of the City of North Pole where the employee is performing the same work as they regularly perform for the City. All employees desiring to volunteer their services to another department shall request through their department head and **City Clerk Human Resources Representative** to the Chief Executive prior to volunteering. A copy of the approval memorandum shall be provided to the department head to which the employee will volunteer. (Ord. 98-12 § 2, 1998)

**2.36.415 Voluntary leave bank program.**

A. The leave bank program is for employees who are experiencing a personal or family medical emergency, and have exhausted his or her available paid leave. The leave bank program can also provide maternity leave once the employee has exhausted their available paid leave. The and **City Clerk Human Resources Representative** will determine how much donated leave an employee may receive from the leave bank. Any unused donated leave will be returned to the leave bank. Donated leave will be withdrawn from the leave bank at the current hourly rate of the employee to receive the benefit.
B. The following definitions are to be used for qualified leave bank request:

1. Medical Emergency. A medical emergency is a medical condition of either the employee or the employee’s family member that is likely to require the employee to be absent from duty for a prolonged period and to result in a substantial loss of income because of the employee’s lack of available paid leave.

2. Maternity Leave. The employee must have given birth to a child or have adopted a child or been placed with a foster child (in either case, the child must be age seventeen or younger). The adoption of a child by a new spouse is excluded from this policy.

3. The definition of “family member” covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; stepparents; stepchildren; foster parents; foster children; guardianship relationships; as applicable.

C. The City Clerk Human Resources Representative shall hear all requests for leave and rule on them quickly.

1. Leave shall be drawn from the leave bank based on the current regular wage of the applicant.

2. The leave bank may not have any more than $10,000 (ten thousand dollars) of leave accrued at any one time.

3. An applicant may appeal a decision made by the and City Clerk Human Resources Representative to the Mayor, who shall quickly make a determination in writing. The Mayor’s decision is final.

D. In order to receive donated annual leave, a leave bank member who is affected by a personal or family medical emergency, or maternity leave, must make written application to the and City Clerk Human Resources Representative. If the member is not capable of making written application, a personal representative may make the application on behalf of the employee to the and City Clerk Human Resources Representative.

1. Each application should include:
a. The name, position title, and grade or pay level of the leave bank member.

b. The reasons transferred leave is needed, including a brief description of the nature, severity, and anticipated duration of the medical emergency, and, if it is a recurring one, the approximate frequency of the medical emergency affecting the leave bank member.

c. If required by the and City Clerk Human Resources Representative, certification regarding the medical emergency from one or more physicians or other appropriate experts. (The agency must pay the expenses associated with obtaining agency-required certification from more than one source.)

d. Any additional information required by the and City Clerk Human Resources Representative.

E. Employees may donate leave to the leave bank with a written request to their respective department head. Leave will be deposited on behalf of an employee at their current regular wage into the leave bank. (Ord. 18-13 § 2, 2018)
CITY OF NORTH POLE
ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE LEAVE POLICY
AND PAY SCALE FOR CITY OF NORTH POLE EMPLOYEES

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

WHEREAS, the City of North Pole wishes to remain competitive with its compensation
for its employees; and

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

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

Section 2. Title 2 Chapter 36 sections 410 Leave and 470 Pay are hereby amended in
the North Pole Code of Ordinances as follows: [new text in red, deleted text in
strike-through-red] see attached

Section 3. Effective Date. This ordinance shall become effective upon signing.

ADOPTED THE _____ DAY OF MAY 2022.

Michael W. Welch
Mayor

ATTEST:

Melissa Dionne
City Clerk
2.36.410 Leave.
A. All full-time employees shall be granted leave time in hours per month, as per the following table:

<table>
<thead>
<tr>
<th>Employee</th>
<th>0 - 4 years</th>
<th>5 4 years or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>40 hrs/week</td>
<td>17.3</td>
<td>21.8</td>
</tr>
<tr>
<td>19-day cycle</td>
<td>23</td>
<td>28.75</td>
</tr>
</tbody>
</table>

B. Monetary compensation (leave buy-out) can be authorized up to a maximum of eighty hours (one hundred twenty hours for personnel on the nineteen-day cycle shift) per calendar year with the approval of the department head. An employee must have sixteen hours remaining for forty-hour-per-week employees and twenty-four hours remaining for nineteen-day cycle employees after compensation in order to be eligible.

C. Department heads or designees are the sole approving authority on leave. Approval considerations shall be based upon department operation requirements and the desire of the employee. Leave may be canceled or amended to allow the department to meet emergency situations. However, leave may not be canceled or amended to avoid paying overtime.

D. An employee who is unable to report to work for any reason without prior approval shall report the reason for his absence to his department head as soon as possible after the time he/she is expected to report for work. Leave with pay shall be allowed on a case-by-case basis. The department head shall determine whether or not an employee’s reason for absence warrants leave with pay. It is the responsibility of the employee to provide substantiation of their reason for not appearing for work.

E. Any employee placed on extended leave for any reason will be required to contact their Human Resources representative no less than every two (2) weeks with an update on the progress of the event causing them to be on extended leave. Leave of any kind must not exceed more than 180 calendar days. Should an employee fail to communicate with Human Resources, or not return to full time work within the 180 calendar days, the employee shall be deemed to have voluntarily resigned their employment with the City and
their employment with the City shall be terminated. Military leave excluded per 2.36.70 section B.

2.36.470 Pay.
A. All City employees in the City service excluding the Mayor, contractual employees, casual employees and temporary employees shall be paid the monthly/hourly wage in accordance with the position classification title and date of hire or range, except that employees being promoted to positions of higher pay shall receive a start date adjustment that places them at the increased salary closest to their subsequent pay scale salary. Such adjustment shall be recorded in the employee’s personnel file and shall be used throughout the employee’s tenure of that position.

B. Employees (excluding Fire Department personnel) working a regularly scheduled evening shift shall earn a pay differential hourly rate of $1 (one dollar) an hour for hours worked from 3:00 p.m. to 10:00 p.m.

C. Employees (excluding Fire Department personnel) working a regularly scheduled night shift shall earn a pay differential hourly rate of $2 (two dollars) an hour for hours worked from 10:00 p.m. to 8:00 a.m.

D. The City Council shall every three years review the pay scale to recommend cost of living increase adjustments as warranted and shall communicate back to the employees the outcome of the review. Department heads will report market surveys to the City Council annually in advance of the normal budget cycle. All market surveys will use the same data source.

E. Employees will advance to the next pay step on the first full pay period of each year, except for those new employees hired within the last quarter of the year. Employees hired within the last quarter of the year will not be eligible for their annual step salary increases until the first full pay period in January following their one-year anniversary.

F. Professional Development Step Salary Increases. Employees may earn horizontal step increases for professional development as follows:

<table>
<thead>
<tr>
<th>Accounts Receivable/Receptionist Clerk:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk I</td>
<td>2 Steps</td>
</tr>
<tr>
<td>Clerk II</td>
<td>2 Steps</td>
</tr>
</tbody>
</table>
Clerk III

City Accountant:
Deputy Accountant:
Deputy Accountant I
Deputy Accountant II
Deputy Accountant III
Deputy Accountant IV

City Clerk:
Certified Municipal Clerk (CMC)
Master Municipal Clerk (MMC)

Admin/Exec. Assistant/Evidence:
Admin/Exec. Assistant/Evidence I
Admin/Exec. Assistant/Evidence II
Admin/Exec. Assistant/Evidence III
Admin/Exec. Assistant/Evidence IV

Human Resources
Human Resources Generalist
Human Resources Specialist
Human Resources Manager

Firefighter Personnel:
Firefighter II/EMT III
Fire Apparatus Driver/Operator
Fire Officer I
Firefighter II/MICP
Police Officer:

Police Officer I
Police Officer II
Police Officer III
Police Officer IV

2 Steps
2 Steps
2 Steps
2 Steps

Public Works Assistant:

Public Works Assistant I
Public Works Assistant II

2 Steps
2 Steps

Utility Assistant:

Utility Assistant I
Utility Operator I
Utility Operator II

2 Steps
2 Steps
2 Steps

Water Treatment Level III

1 Step

Criteria for professional development will be developed by department heads coordinated with the Mayor and approved by the City Council. Current employees who meet the professional development criteria for advancement at the time of adoption of Ordinance 04-05 will be grandfathered in for longevity requirements. Initial placement in professional development track will not be cumulative and will result in two step advancements only. Police Sergeants are eligible for professional development advancement.

G. Newly hired employees shall be employed at the starting rate of the appropriate salary range. On approval of the Mayor and department head may direct the starting salary above the minimum.

H. Promotions. An employee who has received a promotion shall move up the pay scale but may not exceed $500 (five hundred dollars) a month increase.
## Police Department

<table>
<thead>
<tr>
<th>Position</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief</td>
<td>56.93</td>
<td>40.72</td>
<td>41.94</td>
<td>43.26</td>
<td>44.68</td>
<td>46.12</td>
<td>47.68</td>
<td>49.30</td>
<td>51.00</td>
<td>53.00</td>
</tr>
<tr>
<td></td>
<td>4.45</td>
<td>4.91</td>
<td>11.34</td>
<td>15.55</td>
<td>20.92</td>
<td>27.50</td>
<td>34.68</td>
<td>42.43</td>
<td>51.63</td>
<td>62.00</td>
</tr>
</tbody>
</table>

## Fire Department

<table>
<thead>
<tr>
<th>Position</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firefighter</td>
<td>4.37</td>
<td>5.05</td>
<td>5.64</td>
<td>6.19</td>
<td>6.69</td>
<td>7.14</td>
<td>7.54</td>
<td>7.91</td>
<td>8.25</td>
<td>8.54</td>
</tr>
<tr>
<td></td>
<td>8.17</td>
<td>8.54</td>
<td>9.01</td>
<td>9.35</td>
<td>9.66</td>
<td>9.94</td>
<td>10.19</td>
<td>10.40</td>
<td>10.61</td>
<td>10.80</td>
</tr>
</tbody>
</table>
## Administration:

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Grade</th>
<th>Salary Range</th>
<th>Range Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mayor</td>
<td>112</td>
<td>$85,000 - 115,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>City Clerk</td>
<td>50</td>
<td>$33,200 - 45,000</td>
<td>$11,800</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>42.44</td>
<td>$45,500 - 67,500</td>
<td>$22,000</td>
</tr>
<tr>
<td>HR Generalist/Specialist</td>
<td>21.64</td>
<td>$24,000 - 34,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>HR Manager</td>
<td>22.08</td>
<td>$24,000 - 34,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

## Public Works

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Grade</th>
<th>Salary Range</th>
<th>Range Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Director</td>
<td>80.08</td>
<td>$85,000 - 115,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Public Works Administrator</td>
<td>80.08</td>
<td>$85,000 - 115,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Public Works Operator</td>
<td>65.75</td>
<td>$33,200 - 45,000</td>
<td>$11,800</td>
</tr>
</tbody>
</table>

## Utilities

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Grade</th>
<th>Salary Range</th>
<th>Range Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility Operator</td>
<td>42.44</td>
<td>$45,500 - 67,500</td>
<td>$22,000</td>
</tr>
<tr>
<td>Utility Accountant</td>
<td>42.44</td>
<td>$45,500 - 67,500</td>
<td>$22,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Position</th>
<th>Pay Grade</th>
<th>Salary Range</th>
<th>Range Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility &amp; Building Clerk</td>
<td>60.12</td>
<td>$33,200 - 45,000</td>
<td>$11,800</td>
</tr>
<tr>
<td>Utility Accountant</td>
<td>60.12</td>
<td>$33,200 - 45,000</td>
<td>$11,800</td>
</tr>
</tbody>
</table>

## Merit Increases:

Merit increases may be granted, by Mayor and Department Head, or just Mayor if it is a Department Head, when an employee performs above and beyond their job description. Merit increases may be given for exceptional performance, saving the city money, acts of exemplary service, special achievement award, and or similar action deemed.
worthy by the Department Head and the Mayor. These merit increase can be permanent or for a set period of time as determined by the Mayor and the Department Head.

J. Acting Pay: Acting pay will be granted to ANY employee who covers the essential job duties of a vacated position for more than 30 days or other special circumstances as determined by the Mayor and Department Head. Acting Pay will be set at a 2 Step increase.
ORDINANCE 22-11

AN ORDINANCE OF THE CITY OF NORTH POLE TO AMEND TITLE 4, CHAPTER 4, PURCHASING

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

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

WHEREAS, the City continues to grow and the need has come to increase spending limits and add new City positions.

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

SECTION 1. This ordinance is of a general nature and shall be codified.

SECTION 2. Title 4, Chapter 4, Section 16 Purchasing, is hereby amended in the North Pole Code of Ordinances as follows: [new text in red, deleted text in strikethrough red]

4.16.030 Purchase limits.

A. The limit of purchase of an article of personal property, supplies, services or construction items without prior Mayoral approval shall be $3,000 $6,000 (three six thousand dollars) for the City Clerk, Human Resources Manager, Human Resources Administrator, Public Works Supervisor, and Utility Supervisor, Deputy Fire Chief and Police Lieutenant, Fire Chief and Police Chief. The limit of purchase of an article of personal property, supplies, services, or construction items without prior Mayoral approval shall be $6,000 (six thousand dollars) for the Police Chief and Fire Chief. The limit of purchase of an article of personal property, supplies, services or construction items without prior Mayoral approval shall be $12,000 (twelve thousand dollars) for the Director of City Services, Police Chief, Police Lieutenant, Fire Chief and Deputy Fire Chief/Assistant Fire Chief. The limit of purchase of an article of personal property, supplies, services or construction items without prior City Council approval for the Mayor shall be $20,000 $24,000 (twenty twenty four thousand dollars). A review of available sources and quotations to ascertain the most cost-effective means will be conducted prior to the purchase. In the event of an emergency, the Mayor shall be
authorized to purchase personal property exceeding the maximum dollar limit; providing, such purchase shall not be subject to Section 12.3(c) of the Home Rule Charter. “Emergency” shall be defined in accordance with Section 1.6(k) of the Home Rule Charter. “Emergency” as defined in Charter Section 1.6(k) means a situation in which there exists a necessity to preserve public peace, health or safety. A record of each emergency procurement shall be made listing the business name and items or services purchased.

Section 3. Effective date. This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this _______ day of May, 2022.

____________________________________
Michael W. Welch, Mayor

ATTEST:

_________________________________
Melissa Dionne, City Clerk

PASSED/FAILED
Yes:
No:
Absent:
CITY OF NORTH POLE
RESOLUTION 22-11

A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS’ AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS

WHEREAS, in order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

WHEREAS, there is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

WHEREAS, it is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

Michael W. Welch
Melissa Dionne
Ellen Glab
Anton Keller
Santa Claus
David A. Skipps Sr.
DeJohn Cromer
Jeffrey Jacobson

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this ___ day of April 2022.

________________________________
Michael W. Welch, Mayor

ATTEST:

________________________________
Melissa Dionne, City Clerk
April 6, 2022

To: North Pole City Council
Re: Approval of Grant award to Long Technologies

The City of North Pole received $82,241.00 from DHS&EM for the purpose of upgrading critical infrastructure at the fire department. Specifically, this grant was given to increase security access controls to the fire department facilities in order to maintain adequate control of access to vital facilities.

Once the grant was awarded Fire Chief Heineken, Alison Trubacz and I started working to move this project to its final stage. Over the course of the last 6 months, we have received costs estimates, sought environmental preservation approval, and sole source authorization to use Long Technologies to install and service the new system.

We have now reached the point where the sole source authorization has been granted and the council must authorize the award to Long Technologies. The process used to establish the sole source for this project exceeds the requirements listed in the NPMC 04.16.040 Competitive Bid Process. Long Technologies supplies the DSX system needed to be compatible with the current system, in use in all the other city buildings, and is the SOA Shared Services contractor for these systems.

I would ask that the city council approve the award and sole source to Long Building Technologies in the amount of $82,241.00.

Thank you.

Chief Steve Dutra
STATEWIDE SECURITY & FIRE
PROTECTION SERVICES
NON-MANDATORY FOR STATE AGENCIES
NON-MANDATORY FOR POLITICAL SUBDIVISIONS

**Term:** July 2, 2018 – July 31, 2022 (includes one two-year renewal option)

The Department of Administration, Shared Services of Alaska (SSoA), has established a contract for security and fire protection services for state-owned and state-leased buildings in Alaska, for the following categories listed below, on an as-needed basis.

Contract shall be considered **non-mandatory** for all Executive Branch Agencies. All other State of Alaska governmental entities may purchase from the contracts resulting from this contract such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and State of Alaska political subdivisions — cities, boroughs and school districts.

Three contractors have been awarded this non-mandatory contract for the following categories:

Category 1: Access Control Systems
Category 2: Burglar Alarms
Category 3: Surveillance Services & Equipment
Category 4: Portable Fire Extinguishers
Category 5: Fire Extinguishing Systems
Category 6: Fire Sprinkler Systems
Category 7: Fire Alarm/Protective Signaling Systems
Category 8: No-Award
Category 9: Inspections & Monitoring – Fire Extinguishing Systems; Fire Sprinkler Systems; Alarm Monitoring; Fire Alarm/Protective Signaling Systems

The Contractor shall provide all materials and labor necessary to perform maintenance, repairs, renovations, installation or alteration of the security and/or fire protection equipment/system(s) including power, lighting, electrical and IT related work and any or all other components per drawings and specifications which are included in that system. Work may be performed on the exterior and/or interior of buildings. Due to the proprietary nature of some of these systems, the contractor may refuse an order if it involves a proprietary system they are not capable of working on.

**CONTRACT NO. 180000199**

Descriptions of each of the awarded categories are listed later in this CAM, along with additional terms and conditions. If you require additional information, please contact the Contracting Officer:

_Mindy Birk_ - Contracting Officer  
State of Alaska  
907-465-5678

Updated 7/2/2018
CONTRACTOR INFORMATION:

Category 1 – Access Control Systems
Category 3 – Surveillance Services & Equipment

**Long Building Technologies**
5660 B Street
Anchorage, AK 99518
Pauline Powell
(907) 550-2125
ppowell@long.com

---

Category 2 – Burglar Alarms
Category 4 – Portable Fire Extinguishers

**ATS Alaska**
139 E. 51st Avenue
Anchorage, AK 99503
Drew Skrocki
(907) 375-4169
askrocki@atsalaska.com

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Category 5 – Fire Extinguishing Systems
Category 6 – Fire Sprinkler Systems
Category 7 – Fire Alarm/Protective Signaling Systems
Category 9 – Inspections & Monitoring

**Frontier Fire Protection LLC**
3830 Harca Street
Eagle River, AK 99577
Cameron Grandorff
(907) 694-4696
cameron@frontierfire-ak.com
AWARDED CATEGORIES:

Category 1 – Access Control Systems
The Access Control Systems category includes, but is not limited to the following services:

A. All aspects of access control system services;
B. Installation of new systems;
C. Replacement or upgrade of systems;
D. Removal of existing systems;
E. Integration of various types of systems;
F. Provide and install all related equipment and any items necessary for operation and installation of equipment such as wires and fasteners that are needed to complete work;
G. Maintenance and repair (including emergency repairs) of systems:
   1) It may be possible for the contractor to respond to trouble calls on site within four (4) hours for some projects that are locally located, however, some trouble calls may require the contractor to respond within four (4) hours by phone and negotiate a repair schedule with the ordering agency where travel is involved;
   2) Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched;
   3) Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement; and,
   4) Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
H. Provide programming and work individually with each ordering agency’s information technology staff when installing new or maintaining previously installed systems.

Category 2 – Burglar Alarm Systems
The Burglar Alarm Systems category includes, but is not limited to the following services:

A. All aspects of burglar alarm system services;
B. System monitoring:
   1) Provide a 24-hour (UL) station; and,
   2) Provide backup communication, i.e. radio or cell phone.
C. Installation of new systems;
D. Replacement or upgrade of systems;
E. Removal of existing systems;
F. Maintenance and repair (including emergency repairs) of systems:
   1) It may be possible for the contractor to respond to trouble calls on site within four (4) hours for some projects that are locally located, however, some trouble calls may require the contractor to respond within four (4) hours by phone and negotiate a repair schedule with the ordering agency where travel is involved;
   2) Repair personnel must carry adequate hardware inventory to replace, repair, an/or maintain each system at the time dispatched;
   3) Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement; and,
   4) Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
G. Integration to existing systems as requested;
H. Provide and install all related equipment and items that are needed to complete work;
I. The authorized ordering agency’s representative and/or designee will identify the procedures by which work requests will be assigned;
J. Existing systems must be matched in any new additions or new construction. During renovations, the system in the renovated area being replaced must match the system that is currently in operation and must become an integral part thereof. Vendors must ensure complete connectivity and integration to each existing system in those instances where an additional or upgrade is warranted.
K. Designate a single point of contact who can address the programming needs of alarm systems in use throughout the ordering agency’s facility with a certified technician; and,
L. Vendors must possess the ability to provide for individual access codes.

**Category 3 — Surveillance Services and Equipment**

This category includes, but is not limited to the following services:

A. All aspects of cloud-based and video surveillance systems, services and equipment;
B. Installation of new systems;
C. Replacement or upgrade of systems;
D. Removal of existing systems;
E. Maintenance and repair (including emergency repairs) of systems:
   1) It may be possible for the contractor to respond to trouble calls on site within four (4) hours for some projects that are locally located, however, some trouble calls may require the contractor to respond within four (4) hours by phone and negotiate a repair schedule with the ordering agency where travel is involved;
   2) Repair personnel must carry adequate hardware inventory to replace, repair, and/or maintain each system at the time dispatched;
   3) Repair personnel must be prepared to provide an immediate replacement for defective equipment and shall not remove a defective unit without an immediate replacement; and,
   4) Replacement and repair of equipment must be provided to a specific location, or within an assigned geographical area inside a location.
F. Integration to existing systems as requested;
G. Provide and install all related equipment such as wires and fasteners that may be needed to complete work;
H. Provide the option to use video cards for video surveillance;
I. Vendors must offer video cards with various capacity sizes to meet all potential needs. Capacity and specifications as determined by the ordering agency;
J. Provide the option for agencies to build their own stand-alone computer to run the system, or request that the vendor build it for them;
K. Offer a wide variety of indoor and outdoor cameras and wireless transmitters to work in conjunction with video cards.

**Category 4 — Portable Fire Extinguishers**

The Portable Fire Extinguisher category includes, but is not limited to the following services:

A. Providing or replacing portable fire extinguishers:
   1) Supply extinguisher;
   2) Installation of extinguisher; and,
   3) Removal of any old extinguisher.
B. Maintaining existing portable fire extinguisher;
C. Annual tests and inspections;
D. Periodic internal examination and maintenance as required by state law;
E. Hydrostatic testing of portable fire extinguishers as required by NFPA 10;
F. Vendors will provide users with a receipt for all services performed;
G. Fire inspection tags will be attached to all inspected fire extinguishers;
H. Vendors must adhere to the following process for the safety of the staff and/or public when extinguishers are being replaced:
   1) Replace existing extinguisher with an extinguisher that is of the same size and type temporarily while servicing the extinguisher; and,
   2) Return the serviced extinguisher to its original location and remove the temporary replacement. It is acceptable to replace the next extinguisher to be serviced at the next location with the newly serviced extinguisher, provided it is of the same size and type, and it may be mounted properly.

**Category 5 — Fire Extinguishing Systems**
The fire Extinguishing System category includes, but is not limited to the following services:

A. Installing new extinguishing systems:
   1) Pre-engineered systems; and,
   2) Engineered systems.
B. Replacing extinguishing systems;
C. Retrofitting extinguishing systems;
D. Maintaining extinguishing systems; and,
E. Repairing extinguishing systems.

**Category 6 — Fire Sprinkler Systems**
The Fire Sprinkler Systems category includes, but is not limited to the following services:

A. Installing new automatic sprinkler systems;
B. Replacing automatic sprinkler systems;
C. Retrofitting automatic sprinkler systems;
D. Maintaining automatic sprinkler systems; and,
E. Repairing automatic sprinkler systems.

**Category 7 — Fire Alarm/Protective Hazard Signaling Systems**
The Protective Hazard Signaling Systems category is for installed devices and equipment including, but not limited to, all smoke detectors, heat detectors, carbon monoxide detectors, flame detectors, water flow switches, pull stations, remote annunciators, horns, strobes, fuses, lamps, LED’s, control panels, control equipment, batteries, and wiring or cabling. This category includes, but is not limited to the following services:

A. Installing new alarm systems;
B. Replacing alarm systems;
C. Retrofitting of alarm systems;
D. Maintaining and cleaning alarm systems; and,
E. Repairing alarm systems.

**Category 9 — Inspections & Monitoring**
Vendor must guarantee system performance 99% uptime and, perform inspections as required by the ordering agency.

A. **Fire Extinguishing Systems:** The Fire Extinguishing System category includes inspections of new extinguishing systems, including pre-engineered systems and engineered systems.
B. **Fire Sprinkler Systems:** Vendor will be required to perform the following annual services.
1) Inspect installed equipment, including alarm devices, sprinkler heads, pipes, insulation, line pressure, unusual wear/corrosion, hose connections, hose racks, fire department connections, and other equipment in accordance with all rules and regulations within the ordering agency;

2) Provide condition analysis report for all equipment inspected, highlighting any potential repairs needed including any known rules and/or regulation infractions, noting specific location/equipment and specific rule and/or regulation violated prior to any repairs;

3) Ensure that systems are constantly operational.

C. **Fire Alarm/Protective Signaling Systems:** Vendor will be required to perform the following semiannual/annual inspection services. **

1) Inspect installed equipment, including complete testing of all fire alarm initiating devices, supervisory devices, and notification appliances;

2) Inspect fuses, lamps, LED’s, control equipment including all wiring, connections and insulation; and,

3) Provide the ordering agency with a test report within 24 hours of completion, unless otherwise agreed upon in writing by both parties.

**Some facilities may not accommodate one complete inspection per year of all fire alarm systems at one time. In this case, vendors will be required to service a portion of the alarm system each quarter until all systems have been inspected throughout the course of the year.

D. **Alarm Monitoring:** Provide a 24-hour, 7 days per week US listed station for monitoring alarm systems, including providing backup communication using a radio or cellular service.

**ADDITIONAL TERMS AND CONDITIONS:**

**Travel**
Should travel become necessary, the contractor shall be reimbursed at actual expense for airfare and lodging. The standard State of Alaska Meals and Incidental Expenses (M&IE) will be reimbursed for each travel day, according to standard State practice.

**Warranty**
The work provided under this contract shall be guaranteed to be free from defects in material and workmanship for a period of two (2) years commencing upon the date of final payment of each project. If, during this period, faults develop with the unit or components of the unit, they will be repaired or replaced without any cost, including any transportation or freight cost, to the state. Jobs, which include supplemental warranties, will be accepted, but supplemental warranties that conflict with or diminish the state’s rights under this warranty clause will be considered null and void.

**Demolition and Debris Removal**
The Contractor shall be responsible for the removal of all debris from the site and clean affected work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a user agency representative, shall remove such debris and materials from agency property. All affected areas shall be restored to the original or better condition to the satisfaction of the ordering agency. No additional charges will be allowed for failure to include all labor that is required for this Work.
**Asbestos**

Asbestos may be present within the ordering agency’s facility. Upon discovering asbestos, or suspected asbestos-containing material (ACM), all work shall immediately stop in the affected area and the vendor shall contact the project manager and/or building owner. The project manager and/or building owner shall assume responsibility for taking material samples for testing. They will convey all pertinent information regarding asbestos test results to the vendor and, if necessary, conduct any required remediation prior to the vendor resuming work in the affected area.

All remediation work must be performed by a contractor specifically licensed and/or certified to perform asbestos remediation.

Vendors may be held liable for violations of any applicable federal, state and/or local environmental laws or regulations, whether committed through action or inaction.
City of North Pole
Fire Department
110 Lewis St
North Pole, AK 99705

Attn: Steve Dutra

Date: December 3, 2021
Proposal #: APP21-00156
Expiration: 30 days from above date
Account Manager: Pauline Powell
Contact Number: (907) 550-2125

Project: FBX CONP Fire Department CCTV

Thank you for the opportunity to submit a proposal for the requested work at the city of North Pole Fire Department. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – SECURITY

1. LONG will provide a Milestone Expert CCTV System.
   a. The headend system will be installed in the IT Closet on the mezzanine. The client station will be installed in the Chiefs office. The system will have a minimum of 30 days recording.
   b. The system will have 3 cameras. One outdoor camera covering the front parking lot and two indoor cameras covering the bay doors. All cameras will give a general overview.
      i. The outdoor camera has 4 separate lenses making it equivalent to 4 individual cameras.

   Equipment:
   2. Provide and install one (1) CCTV Server.
   3. Provide and install one (1) Milestone Expert Base License with 1 year care plus.
   4. Provide and install three (3) Milestone Experts Device License with 1 year care plus.
   5. Provide and install one (1) Client Station with monitor.
   6. Provide and install one (1) UPS Battery Back-Up.
   7. Provide and install one (1) PoE Switch.
   8. Provide and install one (1) Hanwha 20MP Multi-Lens Camera with mounts
   9. Provide and install two (2) Hanwha 5MP Camera with mounts.
   10. Provide programming to the Milestone system.

   General:
   11. Provide all necessary cabling, miscellaneous materials, connectors, and freight.
   12. Provide training to authorized personnel.
   13. Provide all necessary commissioning.
   14. Two-year warranty on all supplied materials and workmanship.
   15. Pricing does not include tax.

  OWNER must provide the following to complete the project:
   16. IT support to allow system on network
B. PRICE OF WORK

1. Base Bid per LONG Proposal .......................................................... $31,192.00

C. MAINTENANCE AGREEMENT:

Let’s talk about the care of your system.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal business hours. If overtime work is required, an additional proposal will be provided for that work.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will start site work in 4-6 weeks to allow for product and engineered drawings delivery (drawings if applicable). Additional charges will apply for site work starting sooner than 4 weeks from date of signature.
4. LONG will provide and install all necessary components listed in Inclusions for a complete and operable system.
5. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a separate proposal for their repair/replacement will be provided upon request.
6. LONG will provide all necessary wire and cabling. (NOTE): Existing raceways will be utilized wherever possible.

E. EXCLUSIONS:

1. A 120VAC power source input – hard-wired, non-receptacle – for the power supplies is not included in this scope of work.
2. LONG does not include the required Host PC in this scope of work.
3. All warranty for owner supplied or existing materials and workmanship.
4. All costs of bonds and permits
5. Code Upgrades
6. Demolition of any kind.
7. Power wiring or electrical panel modifications beyond what is included in this scope of work.
8. Hazardous material identification, abatement or removal.
9. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
10. All trash removal from site.
11. All taxes and assessments related to this project.
   ☒ Cutting, patching, painting of finishes  ☒ Core drilling, saw cutting  ☒ Trenching, tunneling
   ☒ Hazardous materials handling  ☒ Provision of access doors  ☒ Demolition
   ☒ Bid bond  ☒ Payment bond  ☒ Performance bond  ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.
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<th>RESPONSIBILITY MATRIX</th>
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**AUTHORIZE**

- Accepted by: [Signature]
- Title: [Title]
- Submitted by: [Signature]
- Title: [Security Account Executive]
- Date: December 3, 2021

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and, on the pages, attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.
Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.

3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.

4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.

5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.

6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

7. **Disputes.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.

9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.

11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.

12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. Limitations of Liability. Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. Warranty. LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.

15. Asbestos-Containing Materials. LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.

16. Other Hazards. Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.
FBX CONP Fire Station

3 Cameras - December 4, 2021

All views are simulated and shows the view at the furthest point of view.

This CCTV design is the intellectual property of LONG Building Technologies. Do not share this with anyone outside of your organization without the written consent of LONG Building Technologies.
C1 Outdoor Camera Covering Entry and Parking Lot

Model: Generic Camera  Resolution: SMP
HAoV: 165°  Distance: 80ft  Width: 251.3ft  PPF: 10.3
Imager: 1/2.8"  Focal Length: 0.66mm  Camera Height: 10.00ft  Tilt: -67.50°  Scene Height: 10.00ft
C2 Indoor Camera Covering Bay Doors

Model: Hanwha QNV-5080R  Resolution: 5MP
HdOv: 31°  Distance: 71ft  Width: 38.7ft  PPF: 57.0
Imager: 1/2.8"  Focal Length: 3.2 - 10mm  Camera Height: 10,000ft  Tilt: -11.7°  Scene Height: 10,000ft
C3 Indoor Camera Covering Bay Doors

Model: Hanwha QNV-6080R  Resolution: 5MP
HAcV: 31°  Distance: 74ft  Width: 40.8ft  PPF: 64.3
Imager: 1/2.6"  Focal Length: 3.2 - 10mm  Camera Height: 10.00ft  Tilt: c11.70°  Scene Height: 10.00ft
This presentation is an output of the IPVM Camera Calculator but is the work product of the individual who created it. IPVM does not guarantee nor warranty the work therein nor its implementation. Issues that may impact actual performance include but are not limited to lighting conditions, lens quality, and compression level.
City of North Pole
Fire Department
110 Lewis St North Pole
Fairbanks, AK 99705
Attn: Steve Dutra

Date: December 3, 2021
Proposal #: APP21-00156
Expiration: 30 days from above date
Account Manager: Pauline Powell
Contact Number: (907) 550-2125

Project: FBX CONP Fire Department ACS

Thank you for the opportunity to submit a proposal for the requested work at the city of North Pole Fire Department. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide to you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – SECURITY

1. LONG will provide a DSX 8 Door Access Control System and an Optex Intercom System with Door Release.
   a. DSX System:
      i. The DSX system will have six (6) office doors and two (2) roll-up doors. See map for locations.
         1. The office doors will have electrified hardware with built in REX, door contacts, and card readers installed on.
         2. The roll-up doors will have a card reader and a 3-Button Open/Stop/Closed switch installed in a box one the outside of the door.
      ii. The DSX control panel and power supply will be installed in the IT Room on the mezzanine. The client station will be installed in the Chiefs Office. The WINSTART software will be installed and programmed for optimum use.
   b. Optex Intercom:
      i. The Optex Door Station will be installed on the inner door of the main entrance. The Door Interface will be connected to the door station and DSX power supply to allow for the remote opening the door.
      ii. The monitor station allows for the user to talk and see who is at the door. The stations will be installed in the following locations:
         1. Chiefs Office
         2. Kitchen
         3. Dispatch Office
         4. Truck Bay
      iii. The WIFI Router will installed in a prime location to allow for the monitor stations to communicate wirelessly with the door station.

Equipment:
2. Provide and install one (1) DSX 1048 8-door Package. The package includes control panel, power supply, back up batteries, and LAN module.
3. Provide and install one (1) DSX WIN-START Software.
4. Provide one hundred (100) Credentials.
5. Provide and install one (1) Client Station with monitor.
6. Provide and install eight (8) Door Contacts.
7. Provide and install eight (1) Card Readers.
8. Provide and install six (1) Electrified Hinge.
9. Provide and install six (1) Electrified Locksets with built-in REX.
10. Provide and install two (2) 3 Button Overhead Door Buttons.
11. Provide programming to the DSX system.
12. Provide and install one (1) OPTEX I-Vision+ Video Intercom Kit. The kit includes one (1) door station, (4) monitor stations, and one (1) door interface.
13. Provide and install one (1) Wi-Fi Router. Router will be dedicated to entry system.

General:
14. Provide all necessary cabling, miscellaneous materials, connectors, and freight.
15. Provide lift as needed.
16. Provide training to authorized personnel.
17. Provide all necessary commissioning.
18. Two-year warranty on all supplied materials and workmanship.
19. Pricing does not include tax.

OWNER must provide the following to complete the project:
20. IT support to allow system on network

B. PRICE OF WORK

1. Base Bid per LONG Proposal .......................................................... $82,241.00

C. MAINTENANCE AGREEMENT:

Let’s talk about the care of your system.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal business hours. If overtime work is required, an additional proposal will be provided for that work.
2. LONG will coordinate work with Customer to minimize disruption.
3. LONG will start site work in 4-6 weeks to allow for product and engineered drawings delivery (drawings if applicable). Additional charges will apply for site work starting sooner than 4 weeks from date of signature.
4. LONG will provide and install all necessary components listed in Inclusions for a complete and operable system.
5. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a separate proposal for their repair/replacement will be provided upon request.
6. LONG will provide all necessary wire and cabling. (NOTE): Existing raceways will be utilized wherever possible.

E. EXCLUSIONS:

1. A 120VAC power source input – hard-wired, non-receptacle – for the power supplies is not included in this scope of work.
2. LONG does not include the required Host PC in this scope of work.
3. All warranty for owner supplied or existing materials and workmanship.
4. All costs of bonds and permits
5. Code Upgrades
6. Demolition of any kind.
7. Power wiring or electrical panel modifications beyond what is included in this scope of work.
8. Hazardous material identification, abatement or removal.
9. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
10. All trash removal from site.
11. All taxes and assessments related to this project.
   - ☑ Cutting, patching, painting of finishes  ☑ Core drilling, saw cutting  ☑ Trenching, tunneling
   - ☑ Hazardous materials handling  ☑ Provision of access doors  ☑ Demolition
   - ☑ Bid bond  ☑ Payment bond  ☑ Performance bond  ☑ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☑ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.

<table>
<thead>
<tr>
<th>RESPONSIBILITY MATRIX</th>
<th>LONG Owner Electrical LONG Subcontractor Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control Panel</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Power Supply</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Back Up Batteries</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Door Contacts</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Electrified Hardware</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Door Station</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Monitor Stations</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Wi-Fi Router</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>Cabling</td>
<td>Furnish x  Install x</td>
</tr>
<tr>
<td>IP Addresses</td>
<td>Furnish x</td>
</tr>
<tr>
<td>Commissioning</td>
<td>Furnish x</td>
</tr>
<tr>
<td>120VAC power</td>
<td>Furnish x</td>
</tr>
<tr>
<td>Client Station/Monitor</td>
<td>Furnish x</td>
</tr>
</tbody>
</table>

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and, on the pages, attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

LONG Building Technologies, Inc.
1853 Standard Ave, Fairbanks, AK 99701  907.457.3044 TEL  907.457.1620 FAX
Alaska Business License: 1017730

Page 3 of 5
Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.

2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.

3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.

4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.

5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG’s control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.

6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

7. **Disputes.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney’s fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.

9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys’ fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.

11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.

12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.
13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.

14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG’s serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG’s property.

15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible for its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.

16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible for its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG’s obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.
**Procurement Method Report Sole Source / Inadequate Competition**

Use this form for Procurements (purchases/orders) that are Sole Source or Inadequate Competition. (Note: this is not the same as a pre-bid contract; if the purchase if using a pre-bid contract please use the appropriate form.)

Subrecipients shall accomplish three (3) requirements with this form: (1) identification of procurement method, (2) SAMS check, and (3) certification signature. (Project Manager’s signature is adequate certification that competition was done, and that the Subrecipient is complying with the most stringent procurement procedures—whether federal, state, or local).

**Reminder:** Procurements must be conducted applying the most stringent of applicable procurement requirements (whether federal, state, or local). Jurisdictions must adhere to their local requirements for all procurements if they are more stringent than those listed below.

**Subrecipient: City of North Pole**

Grant Award/Disaster Number: 2021-ss-00025  PBD/PW/PJ: 1

Procurement Method (per each Purchase/Order)
*This may include multiple invoices for each purchase or order.*

**NOTE:** DHS&EM will no longer approve (nor reimburse) this type of procurement after the purchase is made. E-mail to mva.grants@alaska.gov for approval.

<table>
<thead>
<tr>
<th>Sole Source/Inadequate Competition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Long Technologies Security</td>
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<tr>
<td>Purchase Amount: $82,241.00</td>
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</tbody>
</table>

**Justification for Vendor Selection** – Provide justification for Vendor Selection in the below box. Please include any written supporting documents providing justification for vendor selection. Explanations of exemptions must contain findings of fact. Evidence must be included, consisting of material facts sufficient to independently determine that the findings of fact listed are true and accurate. Factual evidence may consist of written documents, records, supporting data, affidavits, or other information proving that the findings of fact are true and accurate. Itemized listings of findings of fact and material factual evidence should be included or attached.

The City of North Pole has security door access systems currently installed in both City Hall and the Police Department. Both of these systems need to be compatible with the Fire Department systems and the only vendor for the DSX systems is Long Technologies. This will maintain continuity of operations for all electronic access controls across the city network. The security camera integrated with the DSX system is also maintained and installed by Long Technologies this seamlessly integrates with the camera systems operated within our dispatch center giving the police, fire, and City Hall a seamless system for viewing camera feeds. Long Technologies has currently been vetted through the State Procurement process for shared services Contract #180000199.

Send to DHS&EM for approval prior to purchase

**System for Award Management (SAMS) report is required for selected vendor**

<table>
<thead>
<tr>
<th>SAMS Report is a Mandatory Subrecipient Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ 1. Check System for Award Management (SAM) for debarment/suspension.</td>
</tr>
<tr>
<td>☑ 2. Print SAMS report page and attach to this form.</td>
</tr>
</tbody>
</table>

**Certification**

I certify the above information is true and accurate. Documents related to this procurement are on file and available upon request.

[Signature]

4-5-22

**E-mail signed form to mva.grants@alaska.gov**

PMR Sole Source / Inadequate Competition 1 of 4  Revised June 2018
<table>
<thead>
<tr>
<th>Approved</th>
<th>Disapproved</th>
<th>Returned for Further Justification</th>
<th>Date</th>
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SAA/GAR Point of Contact or Authorized Representative: 

Bill Dennis

Date: 4-5-22