



CITY OF NORTH POLE  
Regular Meeting  
August 1, 2022  
Via Zoom  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, August 1, 2022  
Howard Property Environmental Assessment Workshop: 5:30 – 6:20 PM  
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	907-388-3836
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Aino Welch – Alt. Deputy Mayor Pro Tem	907-488-5834
David Skipps	907-750-5106
Jeffrey Jacobson	907-460-7733
Anton Keller	907-987-2548

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 7/18/2022 (Pgs. 3-10)
6. Communications from the Mayor
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

- a. Ordinance 22-15, An Ordinance of the City of North Pole to Amend Title 3.16, Qualifications for Elective Office (Pgs. 11-13)
- b. Dispute of Customer Utility Bill

#### 12. New Business:

- a. Ordinance 22-16, An Ordinance of the City of North Pole to Amend the 2022 Operating Budget (Pgs. 14-15)
- b. Approval of Mutual Development Agreement Between the City of North Pole and AIDEA for the Howard Property (Pgs. 16-19)

#### 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](mailto: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](mailto: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' YouTube channel, and the recording will be available the next day on the City of North Poles' Facebook page.

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, July 18, 2022, via Zoom.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, July 18, 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  
Jeffrey Jacobson  
David Skippis

**Absent/Excused:**

Anton Keller

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

Led by Melissa Dionne

**INVOCATION**

Given by Aino Welch

**APPROVAL OF AGENDA**

Mr. Claus *moved to* approve the agenda of July 18, 2022

Seconded *by* Mr. Claus

Mr. Claus *moved to* amend the agenda of July 18, 2022, to consent the following items:

**Old Business:**

- a. Ordinance 22-14, An Ordinance of the City of North Pole to Adjust the Budget to Purchase Essential Police Equipment

Seconded *by* Mr. Jacobson

**On the amendments**

**DISCUSSION**

None

**PASSED**

Yes: 7 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller, Welch  
No: 0  
Absent: 0

### **On the agenda as amended**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 7 – A. Welch, Claus, Cromer, Jacobson, Keller, Skipps, Welch  
No: 0  
Absent: 0

### **APPROVAL OF MINUTES**

Ms. Welch *moved* to approve the minutes from the 7/5/22 meeting  
Seconded by Mr. Skipps

#### **DISCUSSION**

None

#### **PASSED**

Yes: 7 – A. Welch, Claus, Keller, Jacobson, Skipps, Keller, Welch  
No:  
Absent:

### **COMMUNICATIONS FROM THE MAYOR**

- Alliance CPA's, Gary Hutchinson, gave the annual presentation of the audit.
- \* Mayor Welch excused himself and asked Mayor Pro Tem Claus to continue the meeting
  - Mayor Pro Tem Santa Claus read the Proclamation for Childhood Cancer Awareness Month and the Proclamation Supporting Fire on the Ice.

### **COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

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

#### **Police Department, Chief Dutra**

- July 27<sup>th</sup> Fallen Heroes ceremony. We will move it to 4:00 pm so employees have time to clean up and close out for the day. I believe Mayor Welch will be our guest speaker.
- On July 12<sup>th</sup> we hosted Coffee with a Cop – at the Santa Claus House at 0900 – 1100 hours was a complete success. Thank you to everyone who attended and thank you to Santa Claus House for hosting. My staff did a great job setting up and speaking to public.
- Lieutenant Lindhag is due to retire September 18<sup>th</sup> and we have already started the search for a new Lieutenant.
- SDEU/HIDTA Detective has also been advertised.

- Completed a new policy update for CJIS very long process. Thank you, Rachel Wing, for all her efforts in pulling that project together.

#### **Fire Department, Chief Heineken**

- Wildland fire weather update
  - As reported last council meeting fireworks sales were closed during the Independence Day holiday due to the potential of wildfire. Per city code fireworks vendors can and have ask to open during Labor Day if sales are closed over the 4<sup>th</sup> of July. We have approved fireworks sales from August 22<sup>nd</sup> thru September 9<sup>th</sup> this year.
- Annual hydrant testing began Monday and will continue over the next two weeks. Each year the fire department test all hydrants within the City. Ensuring hydrants are operational and flow adequate water is essential for the fire department to prepare for potential fire operations within any given area of the city.
- The fire station bay doors have now all been replaced. New doors where ordered last November with the knowledge that it would take significant delivery time. The first 4 doors were installed in May with the remaining 3 doors being installed this last week. The supply chain delays seem to have no boundaries. We are also waiting to receive the firefighting turnout gear we ordered late in 2021.

Ms. Welch asked how Assist Chief Chambers is working out for the department.

- Chief Heineken said that Assist Chief Chambers is working out great, he is helping them catch up on projects and updates and is very grateful to have him. Chief Heineken also said that he plans on introducing most of the fire staff to the Council when we go back to in person meetings.

#### **Finance**

- Ms. Fogarty gave the Council financials prior to the meeting.
- She shared on screen a spreadsheet she created to show Sales Tax totals and said that she would keep this spreadsheet up to date to share at the second Council meeting on the month.

#### **Director of City Services, Danny Wallace**

##### Building Department

- During June and July 2022, we have issued 8 permits. These have included the following:
  - IGU – Commercial
  - Jenny’s Noodle Shop in the NP Plaza mall - Commercial
  - 2801 W 3rd Ave – Residential
  - 2942 Hurst Rd – North Pole Vet – Commercial
  - North Pole Eye Care – Commercial
  - ACS Fiber & phone line installs – Commercial
  - 2410 San Augustin – Residential
  - 708 Blanket – Gas install – Residential

##### Public Works Department

- PW remains busy with mowing, beautification, work on the Council Chambers and several other tasks. We've adjusted some work based on the air quality although right now, there is limited impact on work (due to the smoke).
- PW and Water Utilities are exploring options for conversions of our oil boilers to natural gas (more to follow over the next couple of months on that effort).
- The North Pole Street Lighting Project (sponsored by DOT) for the City Core area received bids last week and will move forward. They will start planning efforts later this summer and we anticipate the City Core being completed in late 2023. City funding was submitted to DOT last year, although there might be additional funding needed (estimated at less than \$20,000) due to price increases. More details on the project are available at <https://dot.alaska.gov/nreg/northpolelights/>

#### Utility Department

##### Utility

- Industrial Pretreatment Permits for the three North Pole industries have been completed and re-issued. NTL Alaska assisted with review of the applications.
- Met with DEC (Marie Klingman) on July 13 to the case to ADEC on our sewage outflow project (effluent outflow). We asked them to reconsider when there is loss of surface flow in the discharge channel to authorize the channel as an intermittent stream that functions as a conveyance channel.

##### Utility Billing

- June billing was just completed with 1,576 customers billed for water service and \_\_\_\_ for sewer.
- Billing included 48 delinquent customers and 19 serious delinquent ones. Our delinquent and seriously delinquent customer numbers are high due to our billing system and online payment conversions. Those on Autopay do not look at their bills as they assume they are still on Autopay. Those same customers often do not look at written City notifications.

##### Moose Creek

- Remaining work in 2022 includes the following:
  - HC is working on 3 remaining water service installations and decommissioning 9 wells. They anticipate this will be finished by the end of the summer.
  - Road work will continue throughout the summer.
  - Monthly reports and other administrative requirements are on track.
  - Project termination has been extended to December 31st (from August 31) 2022 to allow for all requirements to be completed. This includes water meter equipment (slated to arrive this fall) and ongoing installations and decommissioning.

#### Human Resources, Ellen Glab

HR Update:

- Of the City's 65 employees 46 are eligible for health insurance, currently we have 41 currently enrolled in the city's health care program. We are aware of 1 who had previously had health care and who declined this year. There are 3 that didn't have the health care that enrolled in it after the changes were made.

Current staffing is:

City Hall Admin

- 7 Full time
- 1 Part-time
- 1 Open position (AP Clerk)

Public works

- 3 Full
- 3 summer hires (Ends August)

Utilities

- 5 Full Time

Fire

- 16 Full Time
- 1 Part Time
- 15 Volunteer

Police

- 15 Full Time
- 2 open positions (Lieutenant, Drug Unit Detective)

- The make up safety meeting from the missed meeting in June took place on July 7. We discussed fire safety and each department rep was asked to provide an evacuation plan for the next meeting at the end of July. They were also asked to check on the SDS (safety data sheets) and locate their copies for their departments.
- Ms. Glab also noted that progress is being made on the Employee Policy Manual. She is finishing up some documents and edits after the last meeting and is hoping to have it ready for full review soon.

Mr. Jacobson shared that he was very glad that the City employees have Ms. Glab helping them take advantage of the benefits.

#### **Borough Representative**

- Ms. Welch said that she did not attend a meeting since the last NPCC meeting.

#### **City Clerk's Office, Melissa Dionne**

- Ms. Dionne updated the Council on a PIO training that she recently attended. She said that she has been looking around for some certifications for the PIO part of her job.
- Elections have been taking up a little bit of tie. She will be walking in the Golden Days parade with the City of Fairbanks and FNSB clerks this coming weekend getting out information on pen seats and dates to file

by. They are also working on the pamphlet to get information on those running to the voters and thanked the Council for their support on that ordinance.

- She also reminded the Council that City Hall will be closed starting Friday at 1:00pm and will reopen Monday at 1:00pm.

### **ON GOING PROJECTS**

- Explore Fairbanks wanted to be with us tonight to introduce their new “Aurora Viewing Map & Guide”, it highlights the best spots to view the aurora in the winter months in the area and in North Pole. The Clerk shared it on screen in their absence. Copies are available at City Hall.

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

- None

### **New Business**

- a. Ordinance 22-15, An Ordinance of the City of North Pole to Amend Title 3.16, Qualifications for Elective Office

Ms. Welch *moved* to introduce Ordinance 22-15  
Seconded *by* Mr. Cromer

Ms. Welch *moved* to Amend the wording in Section C to say ‘The biographical information and the non-partisan position statement combined may not be more than 400 words’.  
Seconded *by* Mr. Cromer

### **On the Ordinance as Amended**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 6 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller

No:

Absent: 1 – Mayor Welch

### **On the Ordinance**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 6 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller

No:

Absent: 1 – Mayor Welch

### **New Business**

- b. Dispute of Customer Utility Bill

Mr. Jacobson *moved* to postpone the question until 8/1/22



## DISCUSSION

None

## PASSED

Yes: 6 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller

No:

Absent: 1 – Mayor Welch

## COUNCIL COMMENTS

- Mr. Jacobson said that he was uncomfortable making the decision on the customer dispute tonight and glad that we postponed it, to be able to consider it further. He feels with the number of new customers that we are going to have soon and maybe we should think about putting some things in place now to help them out. He asked that Ms. Welch please keep us updated on the mayor's health when she has some more information.
- Mr. Keller agreed with Mr. Jacobson saying that this is a good opportunity for us to set a standard for these issues moving forward. He said that he has had one of his children leave a faucet on overnight before, so he understands that, but he said that we also have to consider the wellbeing of the utility. He has been traveling the last few weeks and said he is very happy to live in Alaska and in North Pole.
- Ms. Welch said that she is happy to have the mayor back with us tonight and thanked everyone for their concern. She said that she is looking forward to spending some time with the Fire on the Ice people the next few days. She asked everyone to enjoy the rain and be safe.
- Mr. Skipps also agreed with the postponement of the dispute of the utility customer, he would like a little more info before deciding. He reminded everyone to stay safe.
- Mr. Cromer welcomed the mayor back to the meeting and shared that it was his birthday this last weekend and said that he was looking forward to the fair next week.
- Mr. Claus also welcomed the mayor back and thanked everyone for bearing with him as he took over the meeting tonight.
- The Mayor thanked the firefighters and their captain for taking care of him tonight. He also thanked Chief Heineken for sending them over to help him. He reminded everyone that the Fire on The Ice festival is this week, and that the AML summer session is coming up and if anyone on the Council would like to attend to please let the City Clerk know.

## ADJOURNMENT

Ms. Welch *moved* to adjourn

Seconded *by* Mr. Jacobson

The regular meeting of Monday, July 18, 2022 adjourned at 8:46 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, July 18, 2022.

ATTEST:

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Melissa Dionne, City Clerk

DRAFT



1 candidate pamphlet, submissions must be received no later than 5 p.m.,  
2 ten business days following the close of the filing period for a regular city  
3 election and no later than 5 p.m., five business days following the close of  
4 the filing period for a special city election.

5 C. The biographical information and the non-partisan position statement may  
6 not exceed 400 words. Articles such as “a,” “an,” and “the” will be counted  
7 as words. Biographical information and non-partisan position statements  
8 must be typewritten and may be submitted in person, by mail, or  
9 electronically.

10 D. Candidate photographs should be a clear image of only the candidate,  
11 taken recently, and be of a quality suitable for reproduction. Photographs  
12 may be submitted in person, by mail, or electronically.

13 E. The city clerk shall reject any information or photograph that is not in  
14 compliance with this section. The city clerk shall reject any portion of a  
15 candidate’s biographical information or position statement deemed by the  
16 city clerk to be obscene, libelous, profane, defamatory, or affiliated with  
17 any political party.

18 F. The city clerk shall compile and make available to the public a candidate  
19 pamphlet containing all information submitted in accordance with this  
20 section. The pamphlet will be available to the public no later than 30 days  
21 prior to a regular election and no later than 15 days prior to a special  
22 election and will, at a minimum, be published on the city website. Paper  
23 copies will be available at the City Clerk’s Office.

24 G. The city clerk will add a disclaimer to the candidate pamphlet noting that  
25 the candidate information and photograph is presented as submitted by  
26 the candidate without any changes to grammar, spelling, or punctuation  
27 and that the city has not verified the accuracy of the information provided  
28 by candidates.

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

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33 ADOPTED THE \_\_\_ DAY OF August 2022.

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40 Mayor: Michael W. Welch

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42 ATTEST:

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Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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**City of North Pole, Alaska**  
**Fiscal Note Year: 2022**  
**Ordinance: 22-14**

**Originator/Sponsor:** Chief Dutra, Mayor Welch

**Date:** July 27, 2022

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**Does the Ordinance or Resolution have a fiscal impact?** **Yes**

<b>Fund- Dept. Title</b>	<b>Account Description</b>	<b>Account #</b>	<b>Debit</b>	<b>Credit</b>
General Fund	Building Maintenance	01-53-7-7000	247,500.00	
General Fund	Transfer Out Fund Balance	01-53-9-9980		247,500.00
General Fund	Transfer Out	01-51-9-9990	4,300.00	
Festival Fund	Transfer In	08-39-9-9990		4,300.00

**Prepared By:** Tricia Fogarty **Date:** July 27, 2022

**Finance Approval:** Tricia Fogarty **Date:** July 27, 2022

## MUTUAL DEVELOPMENT AGREEMENT

This Mutual Development Agreement is for the project known as the NP Military Housing Planned Development (NPPD) located at on and at that certain real property more fully described as the "Property" or the "Real Property" in the Earnest Money Receipt and Purchase Agreement executed on March 18, 2022, by and between the Estate of Jack Howard as Sellers and the City of North Pole as Buyers or Purchasers of the Property.

THIS MUTUAL DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the \_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the City of North Pole, with a mailing address of \_\_\_\_\_, (hereinafter referred to as the "City"), and Alaska Industrial Development and Export Authority, (hereinafter referred to as "AIDEA" or the "Owner or Owner/Developer").

### WITNESSETH

**WHEREAS**, the City is in the processing of purchasing the Property and following this Purchase, and in accordance with the terms and provisions of this Agreement, will transfer ownership of the Property to AIDEA; and

**WHEREAS**, following transfer of ownership of the Property, AIDEA shall have clear title to and intends to develop such Property as a housing development; and

**WHEREAS**, the Owner/Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of all applicable governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned infrastructure expansion; and

**WHEREAS**, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference.
2. **Title Opinion/Certification.** The City will provide to AIDEA a certification by an abstractor or title company authorized to do business in the state of Alaska, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are satisfied or released of record.



- A. The City agrees that it will work collaboratively with AIDEA in the future, should the Parties desire annexation of the Property into the City.
3. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.
4. **Development of the Property.** Development of the Property shall be subject to performance standards listed in this Agreement.
  - A. AIDEA shall develop roughly one hundred (100) residential housing units on the Property. In addition to residential housing units, common facilities serving such units shall be the only other structures on the property.
  - B. AIDEA shall fund, develop, and oversee all subdivision surveying, roads, and utilities to the Property. Utilities to be included are City provided water and sewer, electric, and heat. AIDEA shall elect the heat source during development of the Property. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider. This provision does not obligate the City to provide any utilities as it is agreed that the provision of City utilities are subject to the full compliance of all applicable laws including AIDEA's compliance with City ordinances requiring one or more permits and the payment of fees and/or expenses.
  - C. AIDEA shall have an initial two-year period to complete the initial infrastructure phase of development. At AIDEA's election, the initial period may be extended by one year, or longer if mutually agreed to by the City and AIDEA. If Development of the Property does not timely occur, AIDEA shall reimburse the City for the full amount paid for the property or, at the option of the City deed the Property back to the City.
  - D. AIDEA, at its expense, has obtained a Phase I Environmental Report. The City has reviewed, acknowledges, and agrees to the provisions set forth in said report. AIDEA and the City acknowledge and agree that a cooperative soils management plan will be developed and adhered to by the Parties throughout development of the Property, and such plan will include Alaska Department of Environmental Conservation recommendations.
  - E. AIDEA shall comply with all construction codes and covenants as required by the City.
  - F. The Owner/Developer is responsible for all transportation improvements within the subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the

community. All permits shall be obtained from appropriate permitting agencies prior to development.

5. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services to ensure for the Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development
6. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement and all applicable laws and ordinances, Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with all applicable laws.
7. **Periodic Review.** The City reserves the right to review the Property subject in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
8. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

**OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:**

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**CITY'S REPRESENTATIVES:**

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9. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

10. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
11. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution
12. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified, as is necessary, to comply with the relevant state or federal law.
13. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.
14. **Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.
15. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
16. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
17. **Contingencies.** This Agreement is contingent upon the City's successful purchase of the Property and all City obligations or duties required by this Agreement are subject to appropriation by the City Council of the funds necessary for the City to fulfill its obligations under this Agreement.
18. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is executed by both parties to the Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement.

*[Signature page(s) follow]*