



CITY OF NORTH POLE  
Regular Meeting  
August 15, 2022  
Via Zoom  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, August 15, 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	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 8/1/2022 (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 22-16, An Ordinance of the City of North Pole to Amend the 2022 Operating Budget

(Pgs. 11-12)

**12. New Business:**

- a. Ordinance 22-17, An Ordinance of the City of North Pole to Amend the Pay Scale (Pgs. 13-18)
- b. Ordinance 22-18, An Ordinance of the City of North Pole to Amend the Police Department 2022 Budget (Pgs. 19-25)
- c. Approval of Mutual Development Agreement Between the City of North Pole and AIDEA for the Howard Property (Pgs. 26-31)
- d. Approval of Contract with Long Technologies (Pgs. 32-41)
- e. Request to Write Off Utility Balance (Pg. 42)

**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, August 1, 2022, via Zoom.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, August 1, 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 Mayor Welch

**APPROVAL OF AGENDA**

Mr. Jacobson *moved to* approve the agenda of August 1, 2022

Seconded *by* Mr. Claus

Mr. Jacobson *moved to* amend the agenda of August 1, 2022, to consent the following items:

**Old Business**

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

And to remove the following items:

- b. Dispute of Customer Utility Bill

Seconded *by* Mr. Claus

**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 7/18/22 meeting

Seconded by Mr. Claus

**DISCUSSION**

None

**PASSED**

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

No:

Absent:

Abstained: Welch

**COMMUNICATIONS FROM THE MAYOR**

- The Mayor shared that he did spend some time at KJNP for the Fire on the Ice during the festival that they had. There were around 300 people that came out for the 6 nights.
- Coming up this week he is working on the environmental and legal issues that the city is facing currently. He will be meeting with our lawyers at CSG and he invited the Council to attend with him should they desire.
- He shared that he will be traveling to Anchorage and Wasilla to meet with Latitude 63 and 3 Bears Corp., as well the Mayor of Nenana on August 9/10.
- He also let the Council know that the staff meetings have changed from Tuesday at 11 to Mondays at 3:00pm to accommodate timelines with the newspaper.
- Mayor Welch also let everyone know that he will be traveling August 16 and 17<sup>th</sup> to be on a panel for a UAF project relating to drones and airspace.

**COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

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

### Police Department, Chief Dutra

- Chief Dutra gave a brief update on the Fallen Heroes Memorial Service that the NPPD hosted recently. He said that although it was attended by as many people as he would have liked that it went well. He thanked his staff as well as the Fire Department and Public Works for their hard work in set up and making it happen.
- Chief reported that TVSA was looking for some help writing a grant to the NRA and he volunteered to help. The grant is a match grant, so the FPD and NPPD will be giving \$5,000 each to help convert the TVSA range to a 25 yard range. They will be working with TVSA to coordinate if it acceptable to them. Although this is not a long term fix for their shooting needs it does help.

The Mayor asked how recruitment for the open positions is going.

- Chief said that there were a few promising officers moving up in the process. There were 2 that made it through for the Lieutenant position and that process has been started.

### Fire Department, Chief Heineken

- New fire engine update: We have received notification from Hughes Fire and Equipment that the new fire engine on orders completion date has been moved from December to early March 2023. We have been in regular communications with the manufacture, and this is not an unexpected delay, and is due to the supply chain inconsistencies. This delay is of a small benefit as we prefer not to ship and in service a new pumping apparatus in below freezing temperatures due to the possibility of freeze up damages.
- The fire department would like to thank the police department for organizing and conducting last week's ceremonies at the memorial park. As always, their staff went above and beyond and should be recognized for their efforts.
- Last but not least I would like to share with the City Council and the citizens of North Pole a little bit of information about the greater Fairbanks/North Pole area emergency service. The North Pole Fire Department through mutual aid agreements and our EMS contract are part of something much larger than our individual fire department. All of the area fire departments work together to support each other, we plan together, we train together, we socialize together and most importantly we work together during large scale emergencies.

The value and the strength gained from these partnerships were highlighted on the other side of Fairbanks recently when the Ester Vol. Fire Department had an interruption in their insurance policy that was required by contract with the Borough. You may have heard about this situation or read about it in the newspaper. The surrounding fire service literally overnight developed a plan to ensure the citizens of Ester were not without emergency response. The closest neighboring fire department, Chena Goldstream Fire & Rescue stepped up for two weeks under a temporary contract and provided emergency services allowing the Ester VFD time to gain the necessary insurance policy and step back into the role of serving their community.

I bring this to your attention today to reinforce the confidence you have in your fire department. Unexpected circumstances or large emergencies can quickly overwhelm local resources. Your fire

*Minutes*

department is part of an outstanding group of emergency service personnel throughout the interior that partner together to provide for the greater good of the whole community. During the onset of COVID the interior fire service developed plans to cover emergency responses in the event staffing at a single station all contracted COVID at the same time. The first two weeks of January 2021 over half of our fire department staff contracted COVID, the remaining healthy staff at North Pole worked diligently but could only maintain a single unit response during this time. Through the predeveloped plan with our partnering agencies our City never went without emergency services during this time.

The citizens of North Pole can rest easy with the knowledge that they have a great fire department, outstanding emergency responders, and in the event that our fire department or personnel are overwhelmed we have partnerships established that will ensure that emergency services remain adequate and in place.

I would like to publicly thank our partner organizations,

North Star Vol. Fire Department

Salcha Fire & Rescue

Eielson Fire Department

Ft. Wainwright Fire Department

Fairbanks Fire Department

Steese Vol. Fire Department

University Fire Department

Ester Vol. Fire Department

Chena Goldstream Fire & Rescue

Fairbanks Emergency Communication Center

Your fire department and are partner organizations are dedicated to making sure someone is coming to your families aid if and whenever needed.

The Mayor thanked the Chief for being present at the Fallen Heroes Memorial Ceremony and for representing the NPF. He asked Chief Heineken asked about the 911 emergency system going down recently.

- Chief Heineken briefed the Council that the Mayor was talking about the Emergency 911 system was down for 2 hours last week due to the backup generator failing. He said that the borough briefed everyone just today, they are looking into a backup for the backup generator currently. He said that all the Chief officers were busy that night and receiving emergency calls to landlines and from walk ins. He said that they also reverted to the old radio system. He said that they learned a lot about the system and will take those lessons moving forward.

#### Finance

- Ms. Fogarty gave the Council an update on the audit, the Mayor gave his response last week and the audit should be bound soon and copies will be available at the next meeting.

The Mayor asked about the financial statements.

- Ms. Fogarty said that she will be giving them to the Council the second meeting of the month. She said that they are almost caught up and the financials that she will have next meeting should be up to date.

Director of City Services, Danny Wallace

- Mr. Wallace has been out for the last 2 weeks. He was at the Army War College doing leadership training, he said that it was a good experience and that he will be back in the office tomorrow morning.
- He shared that he stayed in constant contact with the Public Works and Utility Supervisor while he was out. They continue to focus on key areas of outfall, infrastructure, and continuing summer operations. The summer hires are still working and will be with us until mid-August.

The Mayor welcomed back Mr. Wallace and gave him an update that his staff did a great job while he was out and that the carpet installation was completed. He said that there was an issue with the trim the was installed, but that they are coming by tomorrow to fix it. He said that we need to buckle down and get the chambers cleaned up because the special election is coming up and we will be using the Chambers to set up for voting.

Human Resources, Ellen Glab

- I have spent a good part of the last 2 weeks working with the police department on preparation for hiring and other items. This has taken a substantial amount of time.
- I have worked with Tricia, we have hired a new AP Clerk to start Aug 15th, her name is Sally Terch.
- I will be scheduling the next Policy review shortly along with the next safety meeting.

Borough Representative

- There was a meeting July 28<sup>th</sup>.
- One of the things that took a lot of time was a property that asked for the property tax exemption. They realized that there was a wording discrepancy about when the building can start if they need to wait till the waiver is granted or not. The Assembly postponed the vote.
- The voter information pamphlet was passed.
- There was a lot of discussion about some extra money in the budget. Some will be going to Pioneer Park and updating the sewer and electric there.
- The borough is finishing up construction on Hunter elementary school as well as getting the plans for the Noel Wein library. The rifle range is running a little behind with those renovations, it should be done at the end of August. The new Southside dog park is open.
- There was a lot of vandalism at Griffin Park recently and it will be closed for the rest of the year.
- The 9-8-8 suicide prevention emergency system is now up and running.

City Clerk's Office, Melissa Dionne

- Ms. Dionne updated the Council on the website. The kickoff meeting took place last week. Ellen Glab, Tammy and Michelle with the Fire Department and Melanie with PW/Utilities were all in attendance. She gave a shout out to Michelle and Tammy for the pictures that they sent. They will be used in the development of the site and a few were printed to hang in the chambers as well.

- Ms. Dionne said that she will be attending a PIO training in October that is being held by the Dept. of Homeland Security.
- She also gave an update on the 2 candidates the turned in applications for the 2 open seats, Jeffrey Jacobson and Chandra Clack.

### ON GOING PROJECTS

- Ms. Dionne gave an update on the Chambers. Alaska Universal productions is still waiting on some of the products to arrive. She reported that we are also setting up an office in the Chambers. It is being designed by the Glass Doctor and should be installed in September.

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

- None

Ms. Welch *moved* to suspend the rules for 5 minutes.

Seconded *by* Mr. Claus

### **New Business**

- a. Ordinance 22-16, An Ordinance of the City of North Pole to Amend the 2022 Operating Budget

Mr. Claus *moved* to approve Ordinance 22-16

Seconded *by* Ms. Welch

### **On the Ordinance**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 7 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller, Welch

No: 0

Absent: 0

- b. Approval of Mutual Development Agreement Between the City of North Pole and AIDEA for the Howard Property

\* Renee Broker, with CSG, was with us tonight to advise on this issue.

Mayor Welch *moved* to go into an executive session to have a candid discussion with our City Attorney regarding matters that may immediately and significantly impact our city's finances specifically to a propose mutual development agreement for the Howard property to include negotiations strategies and advice regarding the risk and benefits of proposed language.

Seconded *by* Ms. Welch/Mr. Claus

The Council *moved* into executive session at 8:36 p.m.

Mr. Jacobson *moved* to end the Executive Session

Seconded *by* Ms. Welch



The Council returned from Executive Session at 9:48 p.m.

Ms. Welch *moved* to extend the time of the meeting out until 10:20 p.m.  
Seconded *by* Mr. Jacobson

Mr. Jacobson *moved* to Amend the Mutual Development Agreement between the City of North Pole and AIDEA for the Howard Property to add to section 4C 'Initial infrastructure will include city water and sewer, paved roads and streetlights.'  
Seconded *by* Mr. Cromer

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

#### **DISCUSSION**

None

#### **PASSED**

Yes: 7 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller, Welch

No: 0

Absent: 0

### **On the Ordinance**

#### **DISCUSSION**

None

#### **PASSED**

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

No: 1 – A. Welch

Absent: 0

### **COUNCIL COMMENTS**

- Mr. Jacobson thanked everyone for staying up late and feels like we hashed out some concerns.
- Mr. Keller said that he hopes that the citizens realize how much effort the Council is putting into the decisions that they make for the city and wishes more citizens would participate and come to the meetings to comment on the decisions.
- Ms. Welch talked a bit about the fair and reminded everyone that they should get out and participate in it and gave a shout out to the Lane Family and all the effort they put into it.
- Mr. Claus reminded everyone that voting takes place on the 16<sup>th</sup> of August.
- Mr. Mayor appreciated the reminder and will be taking advantage of the early voting since he will be traveling.

### **ADJOURNMENT**

Mr. Jacobson *moved* to adjourn  
Seconded *by* Ms. Welch

The regular meeting of Monday, July 18, 2022 adjourned at 10:01 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

**CITY OF NORTH POLE  
ORDINANCE 22-16  
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
ADJUST THE BUDGET**

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

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

**WHEREAS**, adjustment in the budget are necessary to remain compliant with Council approved authorizations and budget management rules, and

**WHEREAS**, fiscal notes are the method prescribed by the code to amend a budget; and

**WHEREAS**, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and will be recorded as amendments to the budget upon approval.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to pay for the final billing of the Police Department addition and to pay for the 4<sup>th</sup> of July Festival.

**Section 1.** This ordinance is of a general nature and shall not be codified.

**Section 2.** Effective date.

This ordinance shall become effective immediately upon passage.

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

\_\_\_\_\_  
Mayor: Michael W. Welch

ATTEST:

\_\_\_\_\_  
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: 22-16**

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

**Date:** July 27, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
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

**CITY OF NORTH POLE  
ORDINANCE NO. 2022-17**

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE 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 it's 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 470 Pay are hereby amended in the North Pole Code of Ordinances as follows: [new text in red, deleted text in ~~strikethrough-red~~] see attached

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

ADOPTED THE \_\_\_\_\_ DAY OF SEPTEMBER 2022.

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Michael W. Welch  
Mayor

ATTEST:

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Melissa Dionne  
City Clerk

### **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:

#### **Accounts Receivable/Receptionist Clerk:**

Clerk I	2 Steps
Clerk II	2 Steps
Clerk III	2 Steps 2 Steps

**Utility Accountant**

Certification I -Not For Profit Financial Concepts I or Equivalent	2 Step
Certification I -Not For Profit Financial Concepts II or Equivalent	2 Step
Bachelor's Degree In Accounting	2 Step
CPA	2 Step

**City Accountant:**

Deputy Accountant:	
Deputy Accountant I	2 Steps
Deputy Accountant II	2 Steps
Deputy Accountant III	2 Steps
	2 Steps
Deputy Accountant IV	

**City Clerk:**

Certified Municipal Clerk (CMC)	2 Steps
Master Municipal Clerk (MMC)	2 Steps

**Admin/Exec. Assistant/Evidence:**

Admin/Exec. Assistant/Evidence I	2 Steps
Admin/Exec. Assistant/Evidence II	2 Steps
Admin/Exec. Assistant/Evidence III	2 Steps
Admin/Exec. Assistant/Evidence IV	2 Steps

**Human Resources**

Human Resources Generalist	2 Steps
Human Resources Specialist	2 Steps
Human Resources Manager	

**Firefighter Personnel:**

Firefighter II/EMT III	2 Steps
Fire Apparatus Driver/Operator	2 Steps
Fire Officer I	2 Steps
Firefighter II/MICP	2 Steps

**Police Officer:**

Police Officer I	2 Steps
Police Officer II	2 Steps
Police Officer III	2 Steps
Police Officer IV	2 Steps

**Public Works Assistant:**

Public Works Assistant I	2 Steps
Public Works Assistant II	2 Steps

**Utility Assistant:**

Utility Assistant I	2 Steps
Utility Operator I	2 Steps
Utility Operator II	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.

Proposed Compensation Adjustments

Position	Pay Period	Year/Step																			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Annual Increase (%) Director of City Services	Hourly	\$41.75	\$42.00	\$42.25	\$42.50	\$42.75	\$43.00	\$43.25	\$43.50	\$43.75	\$44.00	\$44.25	\$44.50	\$44.75	\$45.00	\$45.25	\$45.50	\$45.75	\$46.00	\$46.25	\$46.50
	Bi-weekly	\$3,340.00	\$3,440.00	\$3,540.00	\$3,640.00	\$3,740.00	\$3,840.00	\$3,940.00	\$4,040.00	\$4,140.00	\$4,240.00	\$4,340.00	\$4,440.00	\$4,540.00	\$4,640.00	\$4,740.00	\$4,840.00	\$4,940.00	\$5,040.00	\$5,140.00	\$5,240.00
	Monthly	\$7,236.67	\$7,413.33	\$7,590.00	\$7,766.67	\$7,943.33	\$8,120.00	\$8,296.67	\$8,473.33	\$8,650.00	\$8,826.67	\$9,003.33	\$9,180.00	\$9,356.67	\$9,533.33	\$9,710.00	\$9,886.67	\$10,063.33	\$10,240.00	\$10,416.67	\$10,593.33
	Annual	\$86,840.00	\$89,445.00	\$92,050.00	\$94,655.00	\$97,260.00	\$99,865.00	\$102,470.00	\$105,075.00	\$107,680.00	\$110,285.00	\$112,890.00	\$115,495.00	\$118,100.00	\$120,705.00	\$123,310.00	\$125,915.00	\$128,520.00	\$131,125.00	\$133,730.00	\$136,335.00
	Hourly	\$36.75	\$37.85	\$38.95	\$40.05	\$41.15	\$42.25	\$43.35	\$44.45	\$45.55	\$46.65	\$47.75	\$48.85	\$49.95	\$51.05	\$52.15	\$53.25	\$54.35	\$55.45	\$56.55	\$57.65
Public Works Supervisor	Bi-weekly	\$3,040.00	\$3,120.00	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00	\$3,600.00	\$3,680.00	\$3,760.00	\$3,840.00	\$3,920.00	\$4,000.00	\$4,080.00	\$4,160.00	\$4,240.00	\$4,320.00	\$4,400.00	\$4,480.00	\$4,560.00
	Monthly	\$6,720.00	\$6,860.00	\$7,000.00	\$7,140.00	\$7,280.00	\$7,420.00	\$7,560.00	\$7,700.00	\$7,840.00	\$7,980.00	\$8,120.00	\$8,260.00	\$8,400.00	\$8,540.00	\$8,680.00	\$8,820.00	\$8,960.00	\$9,100.00	\$9,240.00	\$9,380.00
	Annual	\$76,440.00	\$78,720.00	\$81,000.00	\$83,280.00	\$85,560.00	\$87,840.00	\$90,120.00	\$92,400.00	\$94,680.00	\$96,960.00	\$99,240.00	\$101,520.00	\$103,800.00	\$106,080.00	\$108,360.00	\$110,640.00	\$112,920.00	\$115,200.00	\$117,480.00	\$119,760.00
	Hourly	\$29.40	\$30.30	\$31.20	\$32.10	\$33.00	\$33.90	\$34.80	\$35.70	\$36.60	\$37.50	\$38.40	\$39.30	\$40.20	\$41.10	\$42.00	\$42.90	\$43.80	\$44.70	\$45.60	\$46.50
	Bi-weekly	\$2,400.00	\$2,480.00	\$2,560.00	\$2,640.00	\$2,720.00	\$2,800.00	\$2,880.00	\$2,960.00	\$3,040.00	\$3,120.00	\$3,200.00	\$3,280.00	\$3,360.00	\$3,440.00	\$3,520.00	\$3,600.00	\$3,680.00	\$3,760.00	\$3,840.00	\$3,920.00
Public Works Assistant	Monthly	\$5,133.33	\$5,266.67	\$5,400.00	\$5,533.33	\$5,666.67	\$5,800.00	\$5,933.33	\$6,066.67	\$6,200.00	\$6,333.33	\$6,466.67	\$6,600.00	\$6,733.33	\$6,866.67	\$7,000.00	\$7,133.33	\$7,266.67	\$7,400.00	\$7,533.33	\$7,666.67
	Annual	\$61,360.00	\$63,200.00	\$65,040.00	\$66,880.00	\$68,720.00	\$70,560.00	\$72,400.00	\$74,240.00	\$76,080.00	\$77,920.00	\$79,760.00	\$81,600.00	\$83,440.00	\$85,280.00	\$87,120.00	\$88,960.00	\$90,800.00	\$92,640.00	\$94,480.00	\$96,320.00
	Hourly	\$41.25	\$42.00	\$42.75	\$43.50	\$44.25	\$45.00	\$45.75	\$46.50	\$47.25	\$48.00	\$48.75	\$49.50	\$50.25	\$51.00	\$51.75	\$52.50	\$53.25	\$54.00	\$54.75	\$55.50
	Bi-weekly	\$3,340.00	\$3,440.00	\$3,540.00	\$3,640.00	\$3,740.00	\$3,840.00	\$3,940.00	\$4,040.00	\$4,140.00	\$4,240.00	\$4,340.00	\$4,440.00	\$4,540.00	\$4,640.00	\$4,740.00	\$4,840.00	\$4,940.00	\$5,040.00	\$5,140.00	\$5,240.00
	Monthly	\$7,236.67	\$7,413.33	\$7,590.00	\$7,766.67	\$7,943.33	\$8,120.00	\$8,296.67	\$8,473.33	\$8,650.00	\$8,826.67	\$9,003.33	\$9,180.00	\$9,356.67	\$9,533.33	\$9,710.00	\$9,886.67	\$10,063.33	\$10,240.00	\$10,416.67	\$10,593.33
Utility Supervisor	Hourly	\$41.25	\$42.00	\$42.75	\$43.50	\$44.25	\$45.00	\$45.75	\$46.50	\$47.25	\$48.00	\$48.75	\$49.50	\$50.25	\$51.00	\$51.75	\$52.50	\$53.25	\$54.00	\$54.75	\$55.50
	Bi-weekly	\$3,340.00	\$3,440.00	\$3,540.00	\$3,640.00	\$3,740.00	\$3,840.00	\$3,940.00	\$4,040.00	\$4,140.00	\$4,240.00	\$4,340.00	\$4,440.00	\$4,540.00	\$4,640.00	\$4,740.00	\$4,840.00	\$4,940.00	\$5,040.00	\$5,140.00	\$5,240.00
	Monthly	\$7,236.67	\$7,413.33	\$7,590.00	\$7,766.67	\$7,943.33	\$8,120.00	\$8,296.67	\$8,473.33	\$8,650.00	\$8,826.67	\$9,003.33	\$9,180.00	\$9,356.67	\$9,533.33	\$9,710.00	\$9,886.67	\$10,063.33	\$10,240.00	\$10,416.67	\$10,593.33
	Annual	\$86,840.00	\$89,445.00	\$92,050.00	\$94,655.00	\$97,260.00	\$99,865.00	\$102,470.00	\$105,075.00	\$107,680.00	\$110,285.00	\$112,890.00	\$115,495.00	\$118,100.00	\$120,705.00	\$123,310.00	\$125,915.00	\$128,520.00	\$131,125.00	\$133,730.00	\$136,335.00
	Hourly	\$31.00	\$31.93	\$32.86	\$33.79	\$34.72	\$35.65	\$36.58	\$37.51	\$38.44	\$39.37	\$40.30	\$41.23	\$42.16	\$43.09	\$44.02	\$44.95	\$45.88	\$46.81	\$47.74	\$48.67
Utility Operator	Bi-weekly	\$2,480.00	\$2,554.40	\$2,628.80	\$2,703.20	\$2,777.60	\$2,852.00	\$2,926.40	\$3,000.80	\$3,075.20	\$3,149.60	\$3,224.00	\$3,298.40	\$3,372.80	\$3,447.20	\$3,521.60	\$3,596.00	\$3,670.40	\$3,744.80	\$3,819.20	\$3,893.60
	Monthly	\$5,573.33	\$5,854.40	\$6,135.53	\$6,416.67	\$6,697.78	\$6,978.91	\$7,260.04	\$7,541.17	\$7,822.30	\$8,103.43	\$8,384.56	\$8,665.69	\$8,946.82	\$9,227.95	\$9,509.08	\$9,790.21	\$10,071.34	\$10,352.47	\$10,633.60	\$10,914.73
	Annual	\$66,880.00	\$69,444.00	\$72,008.00	\$74,572.00	\$77,136.00	\$79,700.00	\$82,264.00	\$84,828.00	\$87,392.00	\$89,956.00	\$92,520.00	\$95,084.00	\$97,648.00	\$100,212.00	\$102,776.00	\$105,340.00	\$107,904.00	\$110,468.00	\$113,032.00	\$115,596.00
	Hourly	\$31.00	\$31.93	\$32.86	\$33.79	\$34.72	\$35.65	\$36.58	\$37.51	\$38.44	\$39.37	\$40.30	\$41.23	\$42.16	\$43.09	\$44.02	\$44.95	\$45.88	\$46.81	\$47.74	\$48.67
	Bi-weekly	\$2,480.00	\$2,554.40	\$2,628.80	\$2,703.20	\$2,777.60	\$2,852.00	\$2,926.40	\$3,000.80	\$3,075.20	\$3,149.60	\$3,224.00	\$3,298.40	\$3,372.80	\$3,447.20	\$3,521.60	\$3,596.00	\$3,670.40	\$3,744.80	\$3,819.20	\$3,893.60
Utility Assistant	Hourly	\$26.00	\$26.78	\$27.56	\$28.34	\$29.12	\$29.90	\$30.68	\$31.46	\$32.24	\$33.02	\$33.80	\$34.58	\$35.36	\$36.14	\$36.92	\$37.70	\$38.48	\$39.26	\$40.04	\$40.82
	Bi-weekly	\$2,080.00	\$2,142.40	\$2,204.80	\$2,267.20	\$2,329.60	\$2,392.00	\$2,454.40	\$2,516.80	\$2,579.20	\$2,641.60	\$2,704.00	\$2,766.40	\$2,828.80	\$2,891.20	\$2,953.60	\$3,016.00	\$3,078.40	\$3,140.80	\$3,203.20	\$3,265.60
	Monthly	\$4,566.67	\$4,641.87	\$4,717.07	\$4,792.27	\$4,867.47	\$4,942.67	\$5,017.87	\$5,093.07	\$5,168.27	\$5,243.47	\$5,318.67	\$5,393.87	\$5,469.07	\$5,544.27	\$5,619.47	\$5,694.67	\$5,769.87	\$5,845.07	\$5,920.27	\$5,995.47
	Annual	\$54,800.00	\$57,702.40	\$60,604.80	\$63,507.20	\$66,409.60	\$69,312.00	\$72,214.40	\$75,116.80	\$78,019.20	\$80,921.60	\$83,824.00	\$86,726.40	\$89,628.80	\$92,531.20	\$95,433.60	\$98,336.00	\$101,238.40	\$104,140.80	\$107,043.20	\$110,000.00
	Hourly	\$29.97	\$30.87	\$31.77	\$32.67	\$33.57	\$34.47	\$35.37	\$36.27	\$37.17	\$38.07	\$38.97	\$39.87	\$40.77	\$41.67	\$42.57	\$43.47	\$44.37	\$45.27	\$46.17	\$47.07
Utility Accountant	Bi-weekly	\$2,397.60	\$2,469.53	\$2,541.46	\$2,613.39	\$2,685.32	\$2,757.25	\$2,829.18	\$2,901.11	\$2,973.04	\$3,044.97	\$3,116.90	\$3,188.83	\$3,260.76	\$3,332.69	\$3,404.62	\$3,476.55	\$3,548.48	\$3,620.41	\$3,692.34	\$3,764.27
	Monthly	\$5,394.00	\$5,554.33	\$5,714.66	\$5,874.99	\$6,035.32	\$6,195.65	\$6,355.98	\$6,516.31	\$6,676.64	\$6,836.97	\$6,997.30	\$7,157.63	\$7,317.96	\$7,478.29	\$7,638.62	\$7,798.95	\$7,959.28	\$8,119.61	\$8,279.94	\$8,440.27
	Annual	\$64,728.00	\$67,252.00	\$69,776.00	\$72,300.00	\$74,824.00	\$77,348.00	\$79,872.00	\$82,396.00	\$84,920.00	\$87,444.00	\$89,968.00	\$92,492.00	\$95,016.00	\$97,540.00	\$100,064.00	\$102,588.00	\$105,112.00	\$107,636.00	\$110,160.00	\$112,684.00
	Hourly	\$29.97	\$30.87	\$31.77	\$32.67	\$33.57	\$34.47	\$35.37	\$36.27	\$37.17	\$38.07	\$38.97	\$39.87	\$40.77	\$41.67	\$42.57	\$43.47	\$44.37	\$45.27	\$46.17	\$47.07
	Bi-weekly	\$2,397.60	\$2,469.53	\$2,541.46	\$2,613.39	\$2,685.32	\$2,757.25	\$2,829.18	\$2,901.11	\$2,973.04	\$3,044.97	\$3,116.90	\$3,188.83	\$3,260.76	\$3,332.69	\$3,404.62	\$3,476.55	\$3,548.48	\$3,620.41	\$3,692.34	\$3,764.27
Utility & Building Clerk	Monthly	\$4,566.67	\$4,641.87	\$4,717.07	\$4,792.27	\$4,867.47	\$4,942.67	\$5,017.87	\$5,093.07	\$5,168.27	\$5,243.47	\$5,318.67	\$5,393.87	\$5,469.07	\$5,544.27	\$5,619.47	\$5,694.67	\$5,769.87	\$5,845.07	\$5,920.27	\$5,995.47
	Annual	\$54,800.00	\$57,702.40	\$60,604.80	\$63,507.20	\$66,409.60	\$69,312.00	\$72,214.40	\$75,116.80	\$78,019.20	\$80,921.60	\$83,824.00	\$86,726.40	\$89,628.80	\$92,531.20	\$95,433.60	\$98,336.00	\$101,238.40	\$104,140.80	\$107,043.20	\$110,000.00
	Hourly	\$26.00	\$26.78	\$27.56	\$28.34	\$29.12	\$29.90	\$30.68	\$31.46	\$32.24	\$33.02	\$33.80	\$34.58	\$35.36	\$36.14	\$36.92	\$37.70	\$38.48	\$39.26	\$40.04	\$40.82
	Bi-weekly	\$2,080.00	\$2,142.40	\$2,204.80	\$2,267.20	\$2,329.60	\$2,392.00	\$2,454.40	\$2,516.80	\$2,579.20	\$2,641.60	\$2,704.00	\$2,766.40	\$2,828.80	\$2,891.20	\$2,953.60	\$3,016.00	\$3,078.40	\$3,140.80	\$3,203.20	\$3,265.60
	Monthly	\$4,566.67	\$4,641.87	\$4,717.07	\$4,792.27	\$4,867.47	\$4,942.67	\$5,017.87	\$5,093.07	\$5,168.27	\$5,243.47	\$5,318.67	\$5,393.87	\$5,469.07	\$5,544.27	\$5,619.47	\$5,694.67	\$5,769.87	\$5,845.07	\$5,920.27	\$5,995.47



## **North Pole Police Department**



**Chief Steve Dutra  
125 Snowman Ln.  
North Pole, AK 99705  
907-488-6902  
Northpolepolice.org**

**August 8, 2022**

**To: North Pole City Council**

**Re: Budget adjustment and approval of grant funds SHSP2020**

I would ask that the council approve the receipt of grant funding from DHS&EM for \$5,000.00. These funds will be added to our 2020 grant funds. These funds will be used to help UAF conduct a training that will be of benefit to the entire community. I was asked to help write the grant and get the funds as a pass through to the cause.

These funds will be used to help facilitate moulage for an active shooter training that will occur later this year.

Thank you.

**Chief Steve Dutra**



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Military and  
Veterans Affairs**

Division of Homeland Security and  
Emergency Management

P.O. Box 5750  
JBER, AK 99505-0800  
Main: 907.428.7000  
Fax: 907.428.7009  
ready.alaska.gov

August 4, 2022

The Honorable Michael Welch, Mayor  
City of North Pole  
125 Snowman Lane  
North Pole, AK 99705

RE: 2020 State Homeland Security Program, EMW-2020-SS-00012-S01  
State Program No.: 20SHSP-GY20  
Amendment 1, Effective July 26, 2022

Mayor Welch:

Enclosed is the Award Amendment for the City of North Pole's 2020 State Homeland Security Program. This amendment obligates funds to the training category in the amount of \$5,000.00 for a new award total of \$79,983.91. All previous Grant Terms and Conditions, Grant Requirements, and Assurances and Agreements still apply.

A pre-signed Obligating Award Document (OAD) is attached. Please print the document, sign the OAD, and send a scanned copy to [mva.grants@alaska.gov](mailto:mva.grants@alaska.gov) within 30 days of subrecipient receipt. Keep the hard copy for your records.

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at [tiffany.peltier@alaska.gov](mailto:tiffany.peltier@alaska.gov).


Sincerely,

A handwritten signature in black ink, appearing to read "William A. Dennis".

William A. Dennis  
Administrative Operations Manager

Enclosure(s): Obligating Award Document  
Project Budget Details Report

cc: Steve Dutra, Jurisdiction Project Manager  
Tricia Fogarty, Jurisdiction Chief Financial Officer

<b>State of Alaska</b> <b>Division of Homeland Security and Emergency Management</b> Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate					Page 1 of 1	
					FEDERAL AWARD DATE	
					September 25, 2020	
					FEDERAL GRANT PROGRAM	
					2020 State Homeland Security Program	
<b>OBLIGATING AWARD DOCUMENT</b>						
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		FEDERAL GRANT NUMBER
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM:	October 01, 2020	AMENDMENT #:	1	EMW-2020-SS-00012-S01
		TO:	September 30, 2022	EFFECTIVE DATE:	July 26, 2022	CFDA: 97.067
		STATE PROGRAM NUMBER				AWARD AMOUNT
						\$79,983.91
						20SHSP-GY20
UFI NUMBER	WFLFBAZG5SN9		FUNDING ALLOCATION			
EIN	92-6001585		PLANNING	EXERCISE		
METHOD OF PAYMENT	Electronic		TRAINING	\$5,000.00	EQUIPMENT	\$74,983.91
PURPOSE OF AWARD						
This amendment obligates funds to the training category in the amount of \$5,000.00 for new award total of \$79,983.91.						
<b>Final Report Due: November 15, 2022</b>						
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS						
The acceptance of a grant from the United States government creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)]						
All previous Grant Requirements and Program Terms and Conditions still apply						
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)						
None						
AGENCY INFORMATION						
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov	
				EMAIL	mva.grants@alaska.gov	
				PHONE	907-428-7000	
				FAX	907-428-7009	
STATE PROJECT MANAGER		PHONE	FAX	EMAIL		
Tiffany Peltier		(907) 428-7026	(907) 428-7009	tiffany.peltier@alaska.gov		
AGENCY APPROVAL				RECIPIENT ACCEPTANCE		
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL		
William A. Dennis, Administrative Operations Mgr.				Michael Welch, Mayor		
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		
				DATE	DATE	
				8-4-2020		
FOR STATE USE ONLY						
GAE:	210002428	Division File Number:		Date Returned		



# **Project Budget Details** **2020 State Homeland Security Program** **North Pole, City of** **Reported Revision 2**

PBD #	Expense Category	Solution Area	Discipline		Budgeted Cost	PBD Amount Spent	PBD Balance
1	Equipment	Interop.Communications	Public Safety Communications	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$28,531.58	\$23,402.68	\$5,128.90
Item: Mobile Radios							
Description: Purchase and deployment of P25 compliant mobile radios and accessories for Police and Fire Department.							
Investment: 03. Enhancing Statewide Emergency Communications							
2	Equipment	Detect.Equip	Fire Service	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$5,192.99	\$5,192.99	\$0.00
Item: Gas Monitoring Equipment							
Description: Purchase and deployment of Altair 5x gas monitor, docking unit, and calibration.							
Note: additional gas monitors in application not approved for purchase.							
Investment: 05. Strengthen Whole Community Preparedness							
3	Equipment	Interop.Communications	Law Enforcement	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$41,259.34	\$41,259.34	\$0.00
Item: Portable Radios							
Description: Purchase and deployment of P25 compliant portable radios and accessories for Police and Fire Department.							
Investment: 03. Enhancing Statewide Emergency Communications							
4	Training	Course: Dev, Del, Eval	Emergency Medical Services	State:	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal:	\$5,000.00	\$0.00	\$5,000.00
Item: Tactical Combat casualty Care, Combat Life Saver and TCCC all Service Members Training							
Description: Purchase of supplies for TCCC CLS & ASM training. This training will provide instruction on how to perform lifesaving measures and increase first responder's skills and allow them to perform lifesaving measures before an ambulance arrives.							
Investment: 09. Enhancing the Protection of Soft Targets/Crowded Places							
				Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:				\$0.00	\$0.00	\$0.00	\$0.00
Federal:				\$79,983.91	\$79,983.91	\$69,855.01	\$10,128.90
Grand Total:				\$79,983.91	\$79,983.91	\$69,855.01	\$10,128.90

## Tricia Fogarty

---

**From:** Steve Dutra  
**Sent:** Tuesday, August 9, 2022 10:46 AM  
**To:** Steve Dutra; Tricia Fogarty  
**Subject:** RE: Add to the fiscal changes to PD budget

After further review it appears we need to move \$8,000 from Training OT 01-53-1-008 to Maintenance Contracts 01-53-2-2300.

**Chief Steve Dutra**  
125 Snowman Lane  
North Pole, AK 99705  
907-488-8469  
[sdutra@northpolepolice.org](mailto:sdutra@northpolepolice.org)



**From:** Steve Dutra  
**Sent:** Monday, August 8, 2022 4:32 PM  
**To:** Tricia Fogarty <[TFogarty@northpolealaska.org](mailto:TFogarty@northpolealaska.org)>  
**Subject:** RE: Add to the fiscal changes to PD budget

**From:** Steve Dutra  
**Sent:** Monday, July 11, 2022 2:51 PM  
**To:** Tricia Fogarty <[TFogarty@northpolealaska.org](mailto:TFogarty@northpolealaska.org)>  
**Subject:** Add to the fiscal changes to PD budget

Please move the following:

\$4,500.00 from 01-53-1-008 Training Overtime to 01-53-2-2300 Maintenance Contracts

Due to unbudgets Tyler expense.

---

\$8,000 from 01-53-2-2500 Dispatch Contract to 01-53-2-2350 Professional Services

\$100 from 01-3-3450 Uniforms to 01-53-3-3500 Promotional Apparel

Thanks

**CITY OF NORTH POLE  
ORDINANCE 22-18  
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND THE POLICE DEPARTMENT 2022 BUDGET**

---

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

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

**WHEREAS**, adjustment in the budget are necessary to remain compliant with Council approved authorizations and budget management rules, and

**WHEREAS**, fiscal notes are the method prescribed by the code to amend a budget; and

**WHEREAS**, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and will be recorded as amendments to the budget upon approval.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to adjust the Police Department budget moving previously budgeted funds from salaries and benefits to purchased services categories.

To budget for an additional 5,000 to our 2022 State Homeland Security Program Grant for training.

**Section 1.** This ordinance is of a general nature and shall not be codified.

**Section 2.** Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE \_\_\_\_ DAY OF September 2022.

---

Mayor: Michael W. Welch

ATTEST:

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Melissa Dionne, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:





**City of North Pole, Alaska**  
**Fiscal Note Year: 2022**  
**Ordinance: 22-18**

**Originator/Sponsor:** Chief Dutra

**Date:** August 10, 2022

---

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Maintenance Contracts	01-53-2-2300	8,000.00	
General Fund	Overtime - Training	01-53-1-0080		8,000.00
PD Grant Fund	SHSP 2020 Training	32-09-9-9003	5,000.00	
PD Grant Fund	SHSP 2020 Grant Revenue	32-39-0070		5,000.00

**Prepared By:** Tricia Fogarty **Date:** August 10, 2022

**Finance Approval:** Tricia Fogarty **Date:** August 10, 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 annexation of the Property into the City and 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. AIDEA The City agrees that it will work collaboratively with the City AIDEA in the future, should the Parties desire annexation of to annex the Property into the City. The transfer of the Property from the City to AIDEA is contingent upon the 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 extend 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. Initial infrastructure shall be defined as including city water and sewer, paved roads and streetlights.
- 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]*

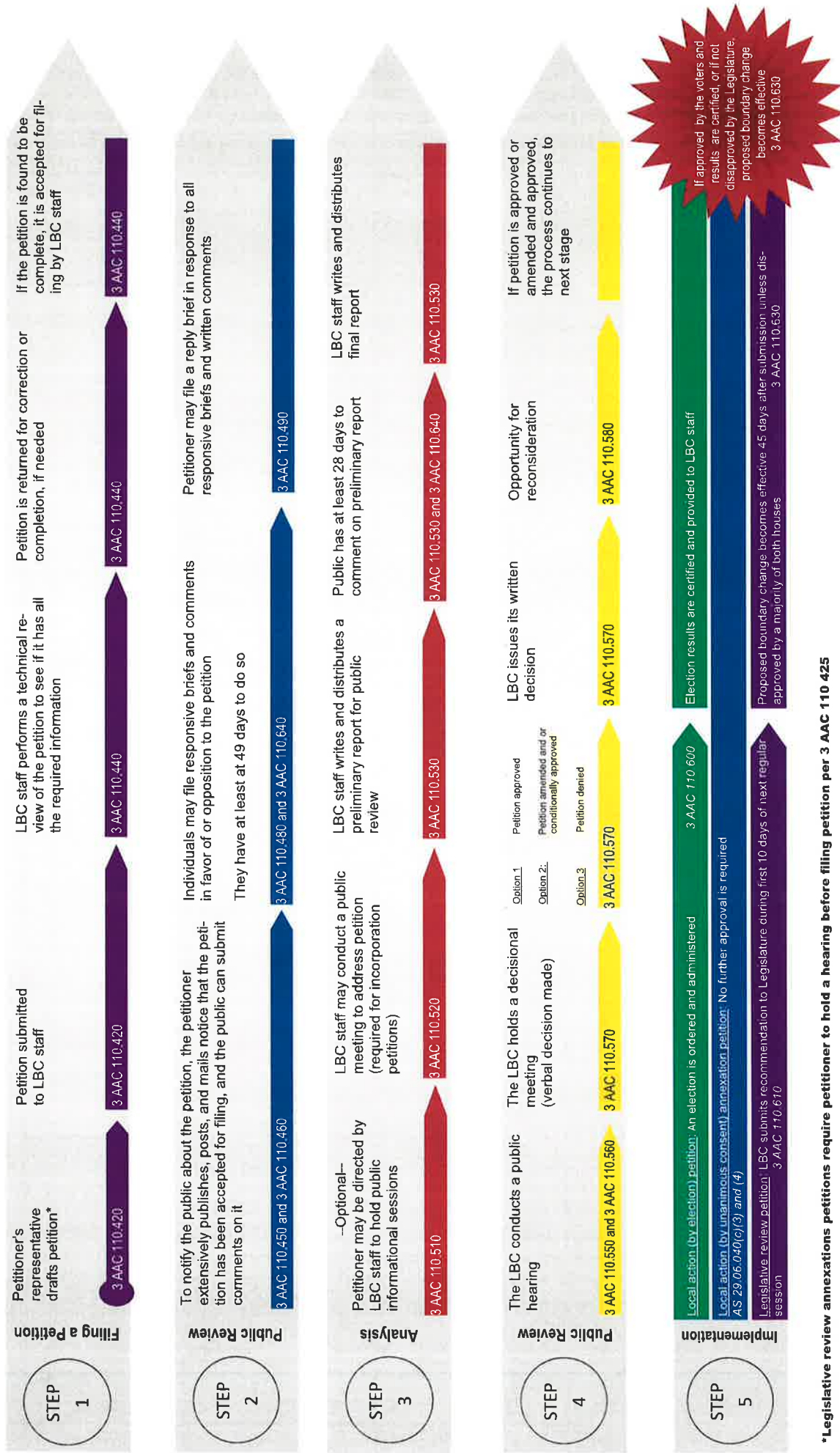
## Procedures and Timelines for a petition by either The Local Option or Legislative Review Methods

Date	Action
Within 45 days of receipt of petition	LBC staff conducts technical review of petition. If the petition is technically complete, it is accepted for filing. If it is incomplete, it is returned to the petitioner for correction or completion.
Within 45 days of receiving notice of acceptance for filing	After the petition is accepted, public notice of the filing of the petition is provided.
At least 49 days after initial publication or posting notice	Opportunity for comment (filing of responsive briefs and written comments). Petitioner can be asked to conduct public informational meetings during the 7+ week comment period.
At least 14 days	Petitioner replies to the responsive briefs and comments.
7 weeks (estimate, chair's discretion)	LBC staff prepares and distributes preliminary report with recommendations for public review and comment.
At least 28 days from mailing of preliminary report	Opportunity for public review and comment on the preliminary report.
3 weeks (estimate, chair's discretion)	LBC staff considers comments on preliminary report and makes appropriate changes to its report and recommendation. The final report is issued for public review.
At least 21 days from the mailing of the final report	LBC conducts public hearing(s).
Within 90 days of hearing	LBC conducts public meeting(s) and reaches a decision (often made immediately after hearing).
Within 30 days of decisional meeting	LBC issues written decision.
Within 30 days of the written decision being issued	Any public member may request reconsideration within 18 days after the written decision is issued. The LBC may grant a reconsideration request, or order reconsideration on its own motion within 30 days after the written decision is issued.
If petition is denied, LBC process ends (parties may appeal LBC action to superior court)	If approved by the LBC, the petition is subject to review by the legislature or approval by the voters in the area approved for change.

Most of these times are set at a minimum by 3 AAC 110.640. The chair has the authority to set the schedule and can allow more time than required for public comment, staff reports, and hearing schedule.

Please note that this is not an exhaustive list of requirements. There are other requirements (e.g. serving the petition, arranging PSAs, departmental information meetings) that occur during the petition process outlined above.

# Municipal Boundary Change Petition Procedures—Local Boundary Commission



\*Legislative review annexations petitions require petitioner to hold a hearing before filing petition per 3 AAC 110.425



# North Pole Police Department



**Chief Steve Dutra**  
**125 Snowman Ln.**  
**North Pole, AK 99705**  
**907-488-6902**  
**[Northpolepolice.org](http://Northpolepolice.org)**

August 8, 2022

To: North Pole City Council

Re: Contract with Long Building Technologies

I would like to request that council approve the enclosed contract which is the last step in the process to start work on the NP Fire Department and install new door access controls. Council has already approved the sole source and the award has been authorized. NP City Attorney has already approved the contract.

This project will help secure the fire department building and help control the influx of personnel into and out of the buildings.

Thank you.

Chief Steve Dutra



## ***CUSTODIAL SERVICES CONTRACT***

1. **PARTIES.** The parties to this contract are the City of North Pole ("City") and Long Building Technologies ("Contractor").
2. **DUTIES.** The Contractor shall perform the duties described below on or before the specified timelines. The Contractor will perform its duties under this agreement as an independent contractor. The Contractor understands that the City makes no representation that it will look exclusively to the Contractor for the type of duties requested.

See attachment A for Detailed Scope of Work

3. **QUALITY OF WORK.** The Contractor will perform its services pursuant in a professional, timely, workmanlike manner and in compliance with the highest standards of the Contractor's trade.
4. **CONTRACT PRICE.** The City will pay the Contractor for its services as follows:

\$82,241.00 for Detailed Scope of Work as described in Attachment A.

5. **CONTRACT TERMS.** The Contractor's duties begin on the date both parties have signed this agreement, whichever is later.

7. **FACILITIES AND LICENSES.**

7.1. The Contractor will provide all services and personnel necessary to carry out its duties under this agreement.

7.2. The Contractor will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the Contractor will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.

8. **OWNERSHIP OF DOCUMENTS.** The City owns all specifications, proposals, notes, logs, photographs, and all other documents that the Contractor develops in the performance of this agreement. The City may use these documents without additional compensation to the Contractor. For one year after the City's final payment to the Contractor under this agreement, the Contractor will, at the request of the City, provide the City with any materials related to or developed in the performance of this agreement. The City will pay the Contractor for reasonable search and copying charges related to such requests.

9. INSURANCE REQUIREMENTS.

- 9.1. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the City's risk manager.
- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence.
  - Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
  - Workers' Compensation coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease—policy limit, and \$100,000 disease—each employee. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the City.
- 9.2. The insurer shall send the City thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.
- 9.3. During the contract term, the Contractor shall add and maintain the City as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the City, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
- 9.4. Before providing any services under this contract, the Contractor will provide the City with a certificate of insurance showing the coverage specified in this section in a form acceptable to the City.
- 9.5. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION:

- 11.1. The Contractor shall defend, hold harmless and indemnify the City, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Contractor's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Contractor. This duty to defend, indemnify, and hold harmless shall include the Contractor's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the City's sole negligence or its willful misconduct.

11.2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

11.3. "Contractor" and "City" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

12. TERMINATION.

12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; and the City may terminate the contract if the City Council fails to appropriate necessary funds or revokes its appropriation of necessary funds; the City may terminate for its own convenience on fifteen (15) days written notice.

12.2. In case of default by the contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost or other remedies under law or equity.

12.3. If this contract is terminated, the contractor has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the City has no further duty to pay the contractor except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.

13. IMPOSSIBILITY TO PERFORM. The contractor is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the contractor. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.

14. EQUAL OPPORTUNITY. The Contractor will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the Contractor agrees to use practices that assure equal opportunity to companies owned by women and minorities.

17. RELEASE. The City assumes no responsibility for the loss or damage of Contractor's property placed on or in City Owned property and the Contractor hereby expressly releases and discharges the City from any and all liability for loss or damage to such property. The City shall have the sole right to collect and sell or otherwise dispose of all articles left by the Contractor in any City facility fifteen (15) days after the termination of this agreement.

18. OTHER.

- 18.1. The Contractor may not assign any duties under this agreement without the prior written consent of the City.
- 18.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
- 18.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
- 18.5. Before paying the Contractor, the City may deduct the amount of any debt from any source that the Contractor owes to the City.
- 18.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
- 18.7. This agreement may be amended only in writing.
- 18.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- 18.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.
- 18.10 Background checks for security purposes will be conducted as per the North Pole Fire Chief to ensure Contractor is in compliance with fire department security requirements.

19. 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.

**FOR THE CONTRACTOR:**

**Long Building Technologies**

\_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR City of North Pole**

\_\_\_\_\_  
Mayor Michael Welch

Date: \_\_\_\_\_



*Long live your building!*

**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**

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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 on 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**

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

**C. MAINTENANCE AGREEMENT:**

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Let's talk about the care of your system.

**D. INCLUSIONS:**

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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:**

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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.
12. Builders Risk Insurance.
  - ☒ 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.

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

AUTHORIZE

Accepted for:

Accepted by:

Title:

Signature:

Date:

Submitted by: LONG

Submitted by: Pauline Powell

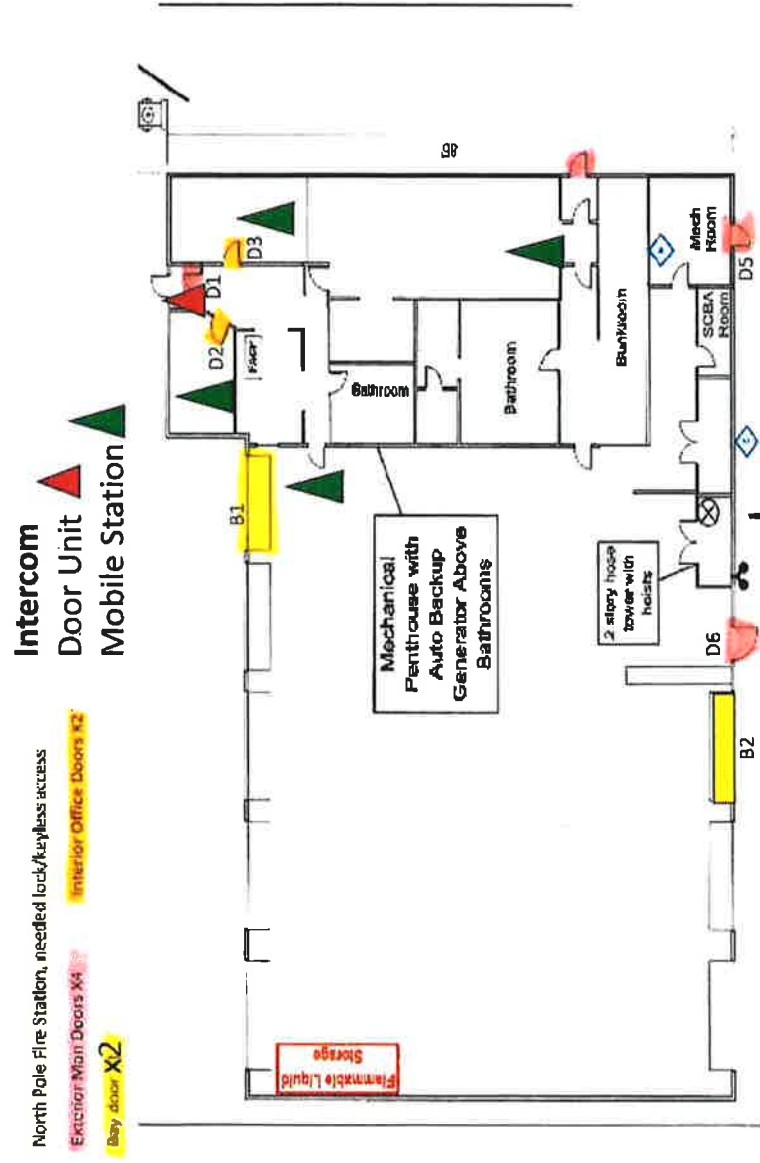
Title: Security Account Executive

Signature: *Pauline K. Powell*

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.





# Memo

**To:** Robert D. Wallace, Director of City Services  
**From:** Melanie Swanson, Utilities Billing Clerk  
**Date:** July 14, 2022  
**Re:** Taha Momin Utility Account 01-005574-03

Taha Momin was the former owner of 503 Davis Rd. Mr. Momin sold his property effective April 4, 2022, leaving a final balance of \$123.18 on his account

This account was on a Confession of Judgment for \$248.79 per month plus current utilities. The balance on the account as of 3/31/2022 for utilities was \$3359.45 plus \$878.55 for legal fees for a total of \$4,238.00. This amount was paid by the title company due to the lien on the property.

The home has been sold to a new owner and under NPMC 13.12.020 (A) (1) New Property Owner. An individual, commercial enterprise, or institution becomes a utility customer from the date they take ownership of a property where the property has active utility service regardless of whether they have submitted a utility contract. The new property owner is responsible for all utility charges from the date they take ownership of the property and all charges documented in the liens against the property, including liens for outstanding delinquent utility bills incurred by past and current renters of the property.

This balance cannot be transferred to the new owner.

I have been unsuccessful in locating this customer with the resources that I have; I respectfully ask that the balance on the account for \$123.18 be written off.

Respectfully Submitted,



Melanie Swanson

Utility Billing Clerk