



CITY OF NORTH POLE  
Regular Meeting  
December 11, 2023  
City Hall Chambers  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, December 11, 2023  
Budget Work Session: 6:00 PM  
Committee of the Whole: 6:30 PM  
Regular City Council Meeting: 7:00 PM

**MAYOR**

Michael Welch  
907-488-8584

**CITY CLERK**

Emily Braniff, CMC  
907-488-8583

**COUNCIL MEMBERS**

Chandra Clack – Mayor Pro Tem	907-460-3767
Anton Keller – Deputy Mayor Pro Tem	907-987-2548
Larry Terch – Alt. Deputy Mayor Pro Tem	907-378-9233
Jeffrey Jacobson	907-460-7733
Benny Williams	907-388-5911
David Skipps	907-750-5106

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda
5. Approval of the Minutes from 11/20/2023
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
9. Communications from Department Heads and Borough Representative
10. Ongoing Projects Report
11. New Business
  - a. Ordinance 23-18, An Ordinance of the City of North Pole, Amending the 2023 Year End Budget
  - a. Resolution 23-18, A Resolution of the North Pole City Council Establishing the 2023 Bed Tax Grant Distribution
  - b. Request to Council – Memorandum of Understanding with FNSB for Imagery Sharing
  - c. Request to Council – Strategic Plan Update Contract with Agnew & Beck

- d. Request to Council – Contract Renewal with TecPro for Utilities Services
- e. Request to Council – 2024 Heating Fuel Services Contract
- f. Memo - Request for use of Emergency Fund – Utility Request (REDACTED)
- g. Memo – Request for Reimbursement

13. Council Comments

14. Adjournment



**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, November 20<sup>th</sup>, 2023, in the North Pole City Hall Council Chambers.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, November 20<sup>th</sup>, 2023, to order at 7:00 p.m.

**Present:**

Chandra Clack – Mayor Pro Tem  
Anton Keller – Deputy Mayor Pro Tem  
Larry Terch – Alt. Deputy Mayor Pro Tem  
Jeffrey Jacobson  
Benny Williams  
David Skipps

**Absent:**

Mayor Welch

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

Led by Mayor Pro Tem Clack

**INVOCATION**

Given by Mr. Williams

**APPROVAL OF AGENDA**

Mr. Keller *moved* to approve the agenda of November 20<sup>th</sup>, 2023

Seconded *by* Mr. Jacobson

Mr. Keller *moved* to amend the agenda of November 20<sup>th</sup>, 2023, to bring Ordinance 2023-17 up to first order of unfinished business

**Unfinished Business**

- a. Ordinance 2023-17, An Ordinance of the City of North Pole, to Amend Title 10, Unsafe and Hazardous Vehicles and Title 1, Minor Offense Fee Schedule
- b. Ordinance 2023-15, An Ordinance of the North Pole City Council Establishing the 2024 Operating and Capital Budget and Levying the Mill Rate
- c. Ordinance 2023-16, An Ordinance of The City of North Pole Amending the Pay Policy for City of North Pole Employees.

## **New Business**

- a. Memo – Response to Request for Proposal- Approval of Auditor
- b. Memo – Request to Accept Grant Funds – Homeland Security

Seconded *by* Mr. Jacobson

## **On the Agenda, as Amended**

### **DISCUSSION**

None

### **PASSED**

Yes: 6 – Skipps, Clack, Terch, Jacobson, Williams, Keller

No: 0

Absent: 1 – Mayor Welch

## **On the Agenda**

### **DISCUSSION**

None

### **PASSED**

Yes: 6 – Jacobson, Williams, Keller, Welch, Terch, Clack

No: 0

Absent: 1 – Skipps

## **APPROVAL OF MINUTES**

Mr. Jacobson *moved* to approve the minutes from the November 16<sup>th</sup>, 2023, meeting.

Seconded *by* Mr. Skipps

## **On the Minutes**

### **DISCUSSION**

None

### **PASSED**

Yes: 6 – Keller, Skipps, Terch, Jacobson, Clack, Williams

No: 0

Absent: 1 - Welch

## **COMMUNICATIONS FROM THE MAYOR**

- Mayor Pro Tem Clack asked Mr. Jacobson to come forward and present Tricia Fogarty with her 20-year pin, he thanked her for her years of dedicated service. Mr. Jacobson shared that he hired Ms. Fogarty 20 years earlier and that he is so proud to present her with her 20-year pin.
- Mayor Pro Tem Clack reminded everyone that there is an opening on the Planning Commission and that if someone is interested, they should call the Clerk's Office.
- Mayor Pro Tem Clack reminded everyone that the Regular Council Meeting of December 4<sup>th</sup> has been postponed to December 11<sup>th</sup>.

## COUNCIL MEMBER QUESTIONS OF THE MAYOR

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

## COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE

### Finance, Tricia Fogarty

- Ms. Fogarty shared that she had Ms. Braniff send out financial the relating to the prior month's income. She reported the budget is still out of balance due to the changes that were made at the last minute and that she needs direction as to how to bring it into balance. Ms. Fogarty stated she is happy to answer any questions, Mr. Jacobson shared the returns on investments have gone up quite a bit since investing with AML and not a small local bank and thanked Ms. Fogarty for her work she did

### Fire Department, Chief Heineken

- Chief Heineken stated he did not have a formal report but that he is available if anyone has any questions.

### Director of City Services, Danny Wallace

#### Special Topics

- Moose Creek Closeout for Engineering and Design - Our Water Utilities project with Moose Creek hit a milestone this summer – we closed out the first portion of the project, the Engineering and Design phase. Right now, we're working with the US Army Corps of Engineers on closeout actions (ensuring the accounting is correct on disbursements and expenses). The Construction portion of the project will continue until at least March 2024, as we are doing final checks on system performance.
- North Pole Contamination Meetings - On November 8th, the Mayor and I hosted (via MS Teams) a multi-level government meeting focused on groundwater contamination in the North Pole area. As most of you know, PFAS continues to be an issue in the area as the plume continues to move to the northeast from Eielson AFB. Attendees included military representatives from Air Force Environmental, Alaska Dept of Environmental Conservation, Fairbanks North Star Borough. Each organization presented their overall roles and responsibilities in PFAS and other contaminate mitigation. There is a significant monitoring and testing effort that includes over 80 wells and continues. We are awaiting the most recent round of test results from the Air Force due out next month. We have some information posted on the City's Website about PFAS/PFOA issues and we are scheduled to meet again in January to review the upcoming test results. This collaboration is important as we prepare to mitigate this ongoing issue.
- Presentation to the AK Interior Delegation on City Priorities – The Mayor asked me to mention that the city visited the AK Interior Delegation and conducted a presentation and discussion on City Priorities. Mayor Welch discussed issues with PERS, while Chief Dutra and Chief Heineken discussed the firing range and fire department. For City Services, I discussed the need for design funds for our city water main replacement and PFAS contamination preparation. This began the discussion with the Interior Delegation on our legislative priorities and Mayor Welch intends to present a finalized list in December for Council approval.

- Winter Maintenance Forum - On November 14th, Mr. Cody Lougee and I participated in the annual Winter Maintenance Forum, hosted by FAST, at the Morris Thompson Cultural Center. This annual event provides information to the public on local winter operations, and we presented an overview of North Pole winter operations. Other departments emphasized difficulty with personnel vacancies and, at least for now, we are fortunate not to be in that position (as we have a full crew at this time). This was also an excellent opportunity to hear about other winter operations in the Interior. Of note, we continue to have positive working relationships with both the State DOT and FNSB regarding winter weather operations.
- The only other update that I have is that our Public Works folks are working on the Christmas decorations for the roundabouts – you should see those in the next couple of weeks (or sooner).

#### Police Department, Jed Smith

- Mr. Smith shared the North Pole Police Department brought in almost their goal for the local food drive. Mr. Keller asked when their new Executive Assistant will start, Mr. Smith reported they have someone in mind for the position and the Council should hear more about her soon.

#### City Clerk, Emily Braniff

- Ms. Braniff reported that there is a new Deputy Clerk/HR Admin who will be starting the first week of December, Ms. Dionne will be here training her while staff is at AML. Ms. Braniff reported the Bed Tax Committee meeting will be held November 29<sup>th</sup> at 6:00 p.m. and there is \$177,000 in 2023 audited funds to divide amongst the eight applicants.

#### Borough Representative, Ms. Clack

- Ms. Clack reported on the issues that were discussed at the Borough Assembly meeting relating to teachers who are dealing with hard issues students are living with. Ms. Clack stated she would have a more thorough update after the next assembly meeting.

#### ON GOING PROJECTS

- Howard Rixie of the North Pole Chamber of Commerce updated the Council on the things that have been happening at the Chamber since his last update. Mr. Rixie spoke about the costs of operating the events that have been put on and how they are trying to raise funds for the new welcome center.

#### UNFINISHED BUSINESS

- Ordinance 23-17, An Ordinance of the City of North Pole, to Amend Title 10, Unsafe and Hazardous Vehicles and Title 1, Minor Offense Fee Schedule

#### On the Ordinance

##### Discussion

Lieutenant Jed Smith provided a staff report suggesting changes to the ordinance moving forward regarding fees and compliance requirements.

Barbara Haney spoke in opposition to ordinance 2023-17.

Don Thompson spoke in opposition to ordinance 2023-17.

Rita Trometter read a letter in opposition to ordinance 2023-17.

Gerald Million spoke in opposition to ordinance 2023-17.

Mike Prax echoed the comments of previous speakers and shared that the city should scrap the ordinance.

Tammie Wilson spoke in opposition to ordinance 2023-17.

Hank Bartos shared that he does not support ordinance 2023-17.

Alex Smith shared that he is in support of ordinance 2023-17.

Mr. Jacobson *moved* to postpone Ordinance 2023-17 to the Regular Council meeting of February 5, 2024

Seconded *by* Mayor Pro Tem Clack

## On the Ordinance

### Postponed

Yes: 6 – Clack, Terch, Skipps, Jacobson, Williams, Keller

No: 0

Absent: Mayor Welch

- Ordinance 2023-15, An Ordinance of the North Pole City Council Establishing the 2024 Operating and Capital Budget and Levying the Mill Rate

Mr. Jacobson *moved* to advance Ordinance 2023-15 to the Regular Council Meeting of December 18<sup>th</sup>, 2023

Mr. Jacobson *withdrew* his motion to advance Ordinance 2023-15 to the City Council meeting of December 18<sup>th</sup>

Council members discussed December schedules and the Alaska Municipal League (AML) conference; department heads weighed in on their schedules. Mayor Pro Tem Clack called for a Work Session at 6:00 p.m. prior to the City Council meeting of December 11<sup>th</sup>, to discuss proposed budget changes prior to the final reading at the December 18<sup>th</sup>, City Council meeting.

Mr. Jacobson *moved* to advance Ordinance 2023-15 to the City Council meeting of December 18<sup>th</sup> for third reading

Seconded *by* Mr. Skipps

## On the Ordinance

### DISCUSSION

### ADVANCED

Yes: Skipps, Williams, Clack, Jacobson

No: Terch, Keller

Absent: Welch

- Ordinance 2023-16, An Ordinance of The City of North Pole Amending the Pay Policy for City of North Pole Employees

Mr. Keller *moved* to approved Ordinance 2023-16

Seconded *by* Mr. Jacobson

## **On the Ordinance**

### **DISCUSSION**

### **PASSED**

Yes: Keller, Clack, Terch, Skipps, Williams, Jacobson

No: 0

Absent: Mayor Welch

### **NEW BUSINESS**

- Memo – Response to Request for Proposal- Approval of Auditor

Mr. Jacobson *moved* to approve the Response to Request for Proposal from Elgee Rehfeld

Seconded *by* Mr. Skipps

## **On the Memo**

### **DISCUSSION**

### **PASSED**

Yes: Skipps, Clack, Terch, Keller, Williams, Jacobson

No: 0

Absent: Mayor Welch

- Memo – Request to Accept Grant Funds – Homeland Security

Lieutenant Smith gave a staff report on the request to accept grant funds.

Mr. Terch *moved* to approve the Request to Accept Grant Funds from Homeland Security

Seconded *by* Mr. Williams

## **On the Memo**

### **DISCUSSION**

### **PASSED**

Yes: Keller, Williams, Terch, Skipps, Clack, Jacobson

No: 0

Absent: Mayor Welch

### **COUNCIL COMMENTS**

Mr. Keller wished everyone a merry Christmas and asked that everyone understand that the ordinance about



traffic safety is not about gaining revenue, it is about safety. Mr. Keller shared that he understands the maximum and minimum of safety and that he looks forward to continuing the conversation in the future. Mr. Keller shared that being an owner of a vehicle is not a right, it is a privilege and with ownership comes responsibility. Mr. Keller thanked the police department for the work that they do in keeping the community safe. Mr. Keller shared that at Thanksgiving time he is happy to be a member of the North Pole community.

Mr. Terch thanked the citizens that came out for public comment and shared that public safety is his number one goal. Mr. Terch thanked everyone for their time and for the opportunity to serve.

Mr. Williams thanked everyone for allowing him to serve and shared that he appreciated everyone that came out to testify to the traffic ordinance. Mr. Williams reminded everyone of the quote ask not what your country can do for you it is what you can do for your country.

Mr. Jacobson thanked everyone for their service and support during the meeting and reminded the Council that the Open Meetings Act is there to help everyone have access to public content. Mr. Jacobson spoke to the amount of snow that has fallen in 2023 compared to the past few years. Mr. Jacobson shared his concern for the trucks that will be driving from the Manh Choh mine. Mr. Jacobson applauded Mayor Welch for attending the Department of Transportation policy committee meeting and requesting they not rush the plan for trucking because it will not affect the next five years, it will affect the next 30 years. Mr. Jacobson shared his fears for the heavy ore trucks transporting ore through North Pole. Mr. Jacobson suggested the State of Alaska build a railroad between mines rather than tucking on the highway. Mr. Jacobson complimented the North Pole Police Department for being community minded police and shared that the proposed ordinance is only to increase public safety and not to increase revenue.

Mr. Skipps thanked everyone for coming out to give public testimony and thanked the Council for postponing the ordinance for future discussion.

Mayor Pro Tem Clack wished everyone a wonderful Thanksgiving and thanked the Council for postponing the traffic safety ordinance for future consideration.

## **ADJOURNMENT**

Mr. Skipps *moved* to adjourn.

Seconded *by* Mr. Keller

The regular meeting of Monday, November 20, 2023, adjourned at 9:36 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, November 20, 2023.

ATTEST:

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Emily Braniff, CMC  
City Clerk

DRAFT

**CITY OF NORTH POLE  
ORDINANCE 2023-18  
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA  
AMENDING THE 2023 YEAR END BUDGET**

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**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 move funds to balance the year end 2023 operating budget.

**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 DECEMBER 2023.

ATTEST:

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Emily Braniff, CMC City Clerk

PASSED

Yes:

No:

Absent:

	A	B	C	D	E	F
1	<b>Fiscal Note - Ordinance 23-18</b>					
2						
3	<b>Administration Department</b>					
4						
5	<u>Fund</u>	<u>Account Title</u>	<u>Account Number</u>	<u>Debit</u>	<u>Credit</u>	<u>Effect</u>
6						
7		<u>Balances from Page 1</u>		100,900	485,550	
8						
9	General Fund	Audit & Finance	01-51-2-2050	40,000		Increase
10	General Fund	Credit Card Fees	01-51-2-2100	6,500		Increase
11	General Fund	Electric	01-51-3-3050	2,000		Increase
12	General Fund	Publications & Subscriptions	01-51-3-3550	3,500		Increase
13	General Fund	Building Maintenance	01-51-7-7000	3,500		Increase
14						
15						
16	<b>Clerk &amp; HR Department</b>					
17	General Fund	Professional Services	01-52-2-2350	8,500		Increase
18	General Fund	Building Maintenance	01-52-7-7000	2,000		Increase
19	General Fund	Election Expense	01-52-9-8000	2,400		Increase
20	General Fund	Memberships & Dues	01-52-5-5000	1,000		Increase
21	General Fund	Misc Expense	01-52-9-9200	1,000		Increase
22						
23	<b>Police Department</b>					
24	General Fund	Insurance	01-53-2-2150	5,000		Increase
25	General Fund	Dispatch Contract	01-53-2-2500	30,000		Increase
26						
27						
28	<b>Fire Department</b>					
29	General Fund	Uniforms	01-54-3-3450	4,000		Increase
30	General Fund	Membership & Dues	01-54-5-5000	100		Increase
31	General Fund	Recruitment	01-54-5-5050	3,000		Increase

	A	B	C	D	E	F
32	General Fund	Travel & Training	01-54-5-5100	1,500		Increase
33	General Fund	Vehicle Gas & Oil	01-54-6-6050	3,000		Increase
34	General Fund	Vehicle Maintenance	01-54-6-6100	10,000		Increase
35	General Fund	Transfer Out	01-54-9-9990		65,000	Increase
36	Fleet Fund FD	Transfer In	22-39-9000	65,000		Increase
37						
38						
39	<b>Public Works Department</b>					
40	General Fund	Street Light Maintainance	01-58-7-7050	4,000		Increase
41	General Fund	Street Light Maintainance	01-58-7-7050	10,000.00		Increase
42	General Fund	Street Light Maintainance	01-58-7-7050	15,000		Increase
43	General Fund	Radar Signs Electric	01-58-3-3070	15,000		Increase
44	General Fund	Transfer Out to Fund Balance	01-51-9-998	213,650		
45						
46		<b>General Fund Total</b>		<b>550,550</b>	<b>550,550</b>	
47	<b>Water Fund</b>					
48	Water Fund	Wages Temp/Overhire	41-10-1-0080	13,000		Increase
49	Water Fund	Heating Fuel	41-10-3-3100		13,000	Decrease
50	Water Fund	Equipment Repair & Maintenance	41-10-6-6000	2,000		Increase
51	Water Fund	Heating Fuel	41-10-3-3100		2,000	Decrease
52	Water Fund	Equipment Repair & Maintenance	41-10-6-6000	15,000		Increase
53	Water Fund	Equipment Outlay	41-10-7-7050		15,000	Decrease
54						
55		<b>Water Fund Totals</b>		<b>30,000</b>	<b>30,000</b>	



# City of North Pole, Alaska

## Fiscal Note Year: 2023

### Ordinance: 23-18

**Date:** November 27, 2023

**Originator:** City Department Heads

Fund- Dept.	Account Description	Account #	Debit	Credit	Effect
GF - Revenue	Alcohol Tax	01-31-3000		58,000	Increase
GF - Revenue	Property Tax	01-31-3050		57,500	Increase
GF - Revenue	Sales Tax	01-31-3100		60,000	Increase
GF - Revenue	Sales Tax Online	01-31-3160		62,000	Increase
GF - Revenue	State Shared Taxes	01-31-3180		650	Increase
GF - Revenue	Tobacco Tax	01-31-3200	60,000		Decrease
GF - Revenue	Fireworks Permits	01-34-4050		3,000	Increase
GF - Revenue	Ambulance Fee CY	01-35-5000	8,000		Decrease
GF - Revenue	Ambulance Services	01-35-5050		29,400	Increase
GF - Revenue	Fingerprints	01-35-5100		5,000	Increase
GF - Revenue	Citations CY	01-36-6000	12,000		Decrease
GF - Revenue	Citations PY	01-36-6050		6,500	Increase
GF - Revenue	Corp of Engineers Contract	01-37-7000	14,000		Decrease
GF - Revenue	Liquor License Sharing	01-37-7200	2,400		Decrease
GF - Revenue	Revenue Sharing	01-37-7250		19,000	Increase
GF - Revenue	Interest Income	01-39-9050		184,500	Increase
GF - Revenue	Misc Income	01-39-9100	4,500		Decrease
			<b>100,900</b>	<b>485,550</b>	

**Prepared By:** Tricia Fogarty **Date:** December 4, 2023

**Finance Approval:** Tricia Fogarty **Date:** December 4, 2023

**CITY OF NORTH POLE  
RESOLUTION 23-18**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL ESTABLISHING THE 2023 BED  
TAX GRANT DISRIBUTION**

**WHEREAS**, the purpose of the Bed Tax Grant is to aid in community efforts to contribute significantly to the growth and promotion of the City of North Pole; and

**WHEREAS**, the purpose of the Bed Tax Grant is to supplement an ongoing program or aid in a new program that meets the grant criteria; and

**WHEREAS**, the City Council has created a competitive process for disbursing bed tax monies; and

**WHEREAS**, the 2023 applicants have requested \$303,033 in disbursements; and

**WHEREAS**, the 2023 allocation for disbursement is \$174,400; and

**WHEREAS**, the applicants have been awarded the following amounts for 2023 based on calculations determined by North Pole City Code and the Bed Tax Committee.

The Literacy Council of Alaska	\$6,334
Fairbanks Economic Development Corp.	\$20,529
North Pole Community Chamber of Commerce	\$69,024
Explore Fairbanks	\$0
The Grange	\$7,812
The Grange Gallery	\$47,562
World's Biggest Backpack	\$14,362
Calvary's Northern Lights Mission (KJNP)	\$8,779
<hr/>	
Total	\$174,402

**NOW THEREFORE BE IT RESOLVED**, that the North Pole City Council allocates the disbursement of the 2023 Bed Tax Grant to be available January 2024.

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 11th day of December 2023.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

\_\_\_\_\_  
Emily Braniff, CMC, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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	Requested	M. Welch	Clack	Welch	Williams	L. Skipps	Skipps	Total Distribution	Recalculated**
The Grange	9,500	9,500	9,500	9,500	9,500	8,000	2,500	8,083	7,812
FEDCO	25,000	**	25,000	25,000	25,000	19,000	10,000	20,800	20,529
The Grange Gallery	59,000	59,000	59,000	59,000	59,000	31,000	20,000	47,833	47,562
World's Biggest Backpack	14,700	14,700	14,700	14,700	14,700	15,000	14,000	14,633	14,362
Explore Fairbanks*									
NPCCC	177,000	50,967	50,967	50,967	50,967	91,900	120,000	69,295	69,024
Literacy Council	7,633	7,633	7,633	7,633	7,633	3,100	6,000	6,605	6,334
KJNP	10,200	10,200	10,200	10,200	10,200	9,000	4,500	9,050	8,779
	303,033	152,000	177,000	177,000	177,000	177,000	177,000	176,300	174,402

\* Explore Fairbanks decided to not participate in the Bed Tax Grant at the last minute

\*\* The Mayor is recognized as an Ex-Efficio Board Member of FedCo and was therefore recused from this vote

\*\*\*The original total amount to be distributed was overcalculated and should have been \$174,400. The difference between the average total distribution numbers and that new total was \$1900, I divided \$1900 by 7 and then deducted that total (\$271) from each to come up with the recalculated totals.



# Memorandum

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**To:** *Mayor Welch, Melissa Dionne & Bed Tax Committee*  
**From:** *Tricia Fogarty, CFO*  
**Date:** 12/1/2023  
**Re:** Bed Tax Funds for 2023 Bed Tax Grant Disbursements

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2022 Audited Bed Tax Revenue was \$183,635 after the 5% administration fee, the amount of available funds for disbursements to the grantees is \$174,400.

Thank you,  
Tricia Fogarty, CFO

125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
(907) 488-3002 (fax)  
rwallace@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
Date: 11 December 2023  
Subject: Information Items

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Council Members,

Below are three items that I will discuss during the Council Meeting. Details follow.

1. **MOU with FNSB on Imagery Sharing** - This agreement allows for imagery sharing of Pictometry data between FNSB and the City of North Pole. Given North Pole is a city within FNSB, the Borough determined that they could share that data at no cost. This provides the City of North Pole with a valuable imaging and planning resource at no cost. There are restrictions on use (i.e., content cannot be uploaded or distributed without permission). CSG reviewed and approved the MOU and Mayor Welch signed.

2. **Strategic Plan Update Contract with Agnew and Beck** – This agreement funds an update to the 2015 strategic plan. This is not a full strategic plan, but the project reviews the current City activities (through investigation/interviews/etc.) to see if they are aligned with the previous plan. This will also provide recommendations on how to move forward on strategic planning. CSG reviewed and approved and Mayor Welch signed. Cost is \$5,160 (charged to professional services accounts), which is very low compared to full strategic plans which can cost \$180,000+ for municipalities.

3. **Contract Renewal with TecPro for Utilities Systems** – This contract renewal is pending and provides utilities technical support to include our SCADA (Supervisory Control and Data Acquisition) systems and water and sewer system controls. We have used this company previously and they have consistently been available for system service issues. This is pending Mayor Welch's signature. Cost is \$5,760 per year for annual support, plus call-out rates per hour (starting at \$145) depending on the level of assistance required. This is essential support to maintain utilities systems operations and is included in our yearly maintenance budget.

If there are any questions, please let me know.

Thanks,



Robert (Danny) Wallace  
Director of City Services  
City of North Pole, Alaska

Attachments:

1. MOU with FNSB
2. Strategic Plan Update Contract
3. Contract Renewal with TecPro

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**CITY OF NORTH POLE**

**AND**

**FAIRBANKS NORTH STAR BOROUGH**

This Memorandum of Understanding ("MOU"), effective as of the date last signed herein ("Effective Date") is made and entered into by and between the Fairbanks North Star Borough ("FNSB" or "Borough"), located at 907 Terminal Street, Fairbanks, Alaska 99701 and City of North Pole ("Authorized Subdivision"), located at 125 Snowman Lane, North Pole, AK, 99705. The FNSB and the Authorized Subdivision are referred to collectively in this MOU as the "Parties".

**RECITALS**

WHEREAS, the FNSB has entered into an Agreement with Pictometry International, Corp. ("Pictometry") dated October 3, 2019 ("Agreement") which provides that Pictometry shall provide the FNSB with imagery of the Fairbanks North Star Borough, Alaska for three (3) separate projects to occur over a ten (10) year period of time.

WHEREAS, for the purposes of this MOU, Delivered Content shall mean the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to the FNSB by or on behalf of Pictometry.

WHEREAS, the Authorized Subdivision has a mutual interest in the Delivered Content being provided to the FNSB and the Agreement names City of North Pole as an Authorized Subdivision, allowing the FNSB to provide it with any of the Delivered Content received from Pictometry without violation of the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do mutually agree as follows:

1. For the 2020 project (First Project), the FNSB agrees that upon receipt of Delivered Content from Pictometry that the FNSB shall provide the Authorized Subdivision with electronic copies, or access to Pictometry Connect Explorer, of all Delivered

Materials received for the areas indicated on the attached EagleView map labeled as Attachment A.

2. In the event that the FNSB performs the Second and/or Third projects contemplated in the Agreement, the FNSB agrees that upon receipt of Delivered Content from Pictometry, that FNSB shall provide the Authorized Subdivision with electronic copies of all Delivered Materials, or access to Pictometry Connect Explorer.
3. Obligations as an Authorized Subdivision. As an Authorized Subdivision of the Borough under the Borough's Pictometry contract, City of North Pole agrees to abide by all restrictions on its use of the oblique imagery as set forth in the Borough-Pictometry contract, a copy of which is attached hereto as Attachment B.
4. Indemnification. Subject to a specific appropriation by the City Council for this purpose, the City of North Pole shall defend, hold harmless and indemnify the Borough, 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, the City of North Pole's violation of the use restrictions of the oblique imagery as an Authorized Subdivision under the Borough-Pictometry contract. This duty to defend, indemnify, and hold harmless shall include the City of North Pole'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 Borough's sole negligence or its willful misconduct. All parties to the agreement recognize and agree that the City of North Pole has no appropriation currently available to it to indemnify the Borough under this provision and that the enactment of an appropriation in the future to fund a payment under this provision remains in the sole discretion of the City Council and the Council's failure to make such an appropriation creates no further liability or obligation of the City of North Pole.

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.

"Authorized Subdivision" and "Borough" 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.

5. This MOU does not create a partnership relationship between the Parties, nor that of any agency or joint venture. Each Party shall have no authority to act for or to bind the other Party in any way or to sign or to incur costs or expenses for or in the name of the other Party.
6. This MOU is governed by and shall be construed in accordance with the laws of the State of Alaska.
7. This MOU may be executed in one or more identical counterparts (including execution via e-signature), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party hereto has executed this MOU.

**City of North Pole**

By: Michael W. Welch

Michael W. Welch

Its: Mayor, City of North Pole

Date: November 1, 2023

**Fairbanks North Star Borough**

By: Jim Williams

Jim Williams for Mayor Bryce Ward

Its: Chief of Staff

Date: 11/15/23

**ATTEST**

By: April Trickey

April Trickey, MMC

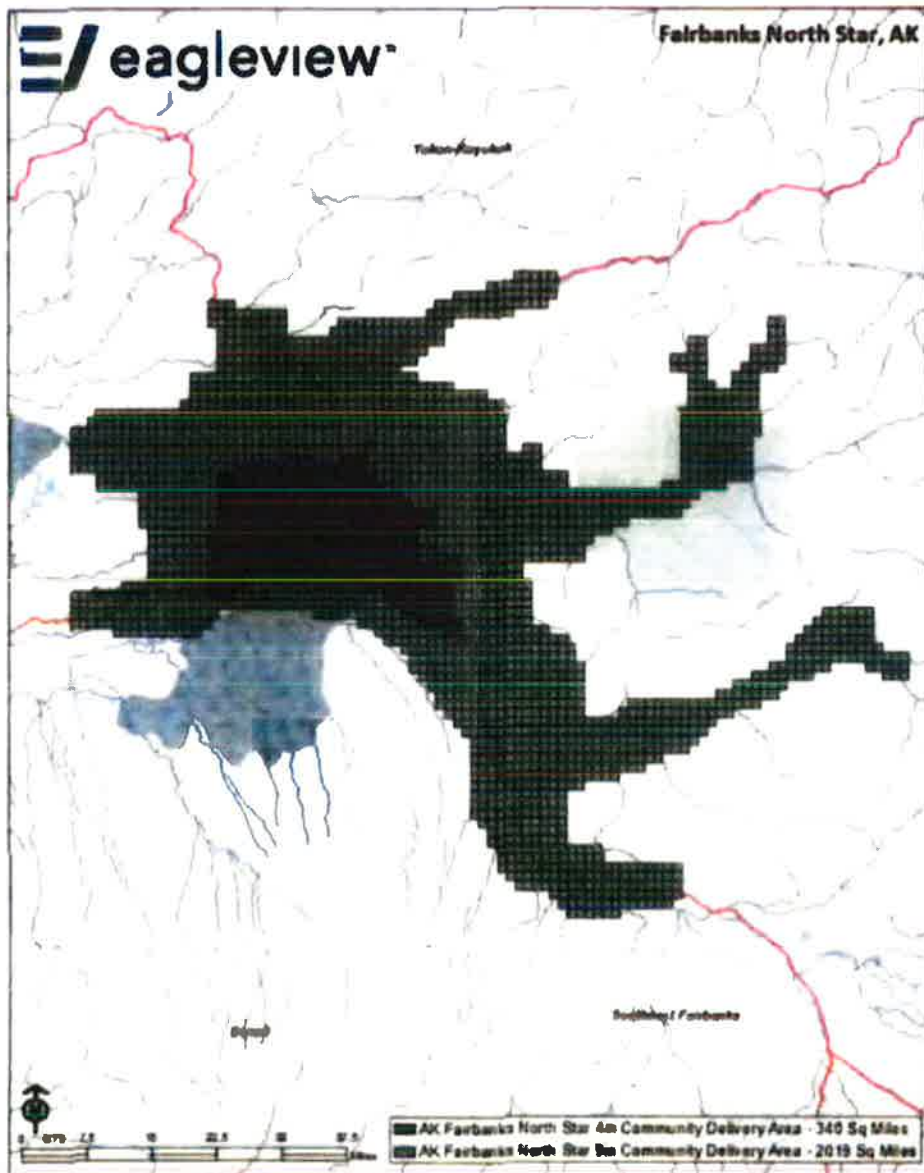
Its: Borough Clerk

Date: 11-15-23



Reviewed by Legal Department  
Date: 11/15/2023  
By: EDL

MAP(S)



**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
FAIRBANKS NORTH STAR BOROUGH, AK ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
907 Terminal Street	25 Methodist Hill Drive
Fairbanks, AK 99701	Rochester, NY 14623
Attn: Bryn Dunbar, GIS Analyst	Attn: General Counsel
Phone: (907) 459-1210 Fax: (907) 459-1416	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.






9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

CUSTOMER	PICTOMETRY
FAIRBANKS NORTH STAR BOROUGH, AK	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
	
NAME: Jim Williams	NAME: Brian Brockmann
TITLE: Chief of Staff	TITLE: Corporate Vice President
DATE: 10/3/17	EXECUTION DATE: 9-17-19
	DATE OF RECEIPT (EFFECTIVE DATE):

Reviewed by Legal Department  
Date: 10-3-19  
By: 

ATTEST

  
April Trickey, CMC  
Borough Clerk





## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

#### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

#### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

#### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

#### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.3 **Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

#### 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 **Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

#### 7. MISCELLANEOUS PROVISIONS

- 7.1 **Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

## SECTION B

## LICENSE TERMS

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Services shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

#### 3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficiency, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]



## SECTION B

## LICENSE TERMS

### PICTOMETRY SOFTWARE LICENSE AGREEMENT

**PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.**

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

## SECTION C

## NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alaska in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Governing Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Alaska, Fourth Judicial District excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Alaska, Fourth Judicial District in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
4. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for any project other than the First Project under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
  - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the project;
  - b. This Agreement will remain in full force and effect, however commencement of the project will be deemed postponed until such time as funds for the project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the project; and
  - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
5. Indemnification: Pictometry shall defend, indemnify, and hold harmless the Customer and its elected officials, agents, and employees from any personal injury or property damage losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) arising out of or resulting from the acts, errors or omissions of Pictometry in the performance of this Agreement, except for injuries and damages caused by the negligence of the Customer. Pictometry agrees that the Customer shall participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Customer. If a conflict exists between the interests of the Customer and Pictometry in such demand, suit, or cause of action, the Customer may retain its own counsel to represent the Customer's interest.

[END OF NON-STANDARD TERMS AND CONDITIONS]



125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
(907) 488-3002 (fax)  
rwallace@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
Date: 11 December 2023  
Subject: Information Items

---

Council Members,

Below are three items that I will discuss during the Council Meeting. Details follow.

1. **MOU with FNSB on Imagery Sharing** - This agreement allows for imagery sharing of Pictometry data between FNSB and the City of North Pole. Given North Pole is a city within FNSB, the Borough determined that they could share that data at no cost. This provides the City of North Pole with a valuable imaging and planning resource at no cost. There are restrictions on use (i.e., content cannot be uploaded or distributed without permission). CSG reviewed and approved the MOU and Mayor Welch signed.

2. **Strategic Plan Update Contract with Agnew and Beck** – This agreement funds an update to the 2015 strategic plan. This is not a full strategic plan, but the project reviews the current City activities (through investigation/interviews/etc.) to see if they are aligned with the previous plan. This will also provide recommendations on how to move forward on strategic planning. CSG reviewed and approved and Mayor Welch signed. Cost is \$5,160 (charged to professional services accounts), which is very low compared to full strategic plans which can cost \$180,000+ for municipalities.

3. **Contract Renewal with TecPro for Utilities Systems** – This contract renewal is pending and provides utilities technical support to include our SCADA (Supervisory Control and Data Acquisition) systems and water and sewer system controls. We have used this company previously and they have consistently been available for system service issues. This is pending Mayor Welch's signature. Cost is \$5,760 per year for annual support, plus call-out rates per hour (starting at \$145) depending on the level of assistance required. This is essential support to maintain utilities systems operations and is included in our yearly maintenance budget.

If there are any questions, please let me know.

Thanks,



Robert (Danny) Wallace  
Director of City Services  
City of North Pole, Alaska

Attachments:

1. MOU with FNSB
2. Strategic Plan Update Contract
3. Contract Renewal with TecPro



## **City of North Pole Strategic Plan Update Phase I Professional Services Agreement**

Agnew::Beck Consulting, Inc. (hereinafter "Consultant") and the City of North Pole (hereinafter "Client") agree and contract this 27th day of October 2023 as follows:

### **ARTICLE ONE: Definitions**

- 1.1 Consultant: Agnew::Beck Consulting, Inc.
- 1.2 Client: City of North Pole

### **ARTICLE TWO: Scope of Project; Project Objective**

- 2.1 The purpose of this project is to assist with an update of the 2015 strategic plan.

Specific steps and deliverables for this work are outlined in the scope of services, attached to this document as Attachment A.

### **ARTICLE THREE: Term; Project Schedule**

- 3.1 The term of this agreement shall begin on October 1, 2023 and shall continue until March 31, 2024. The Consultant shall comply with the schedule shown in Attachment A.

### **ARTICLE FOUR: Compensation**

- 4.1 Consultant shall be compensated for the scope of services set forth in Attachment A on a lump sum basis of \$5,160. This sum shall include professional services as well as any incidental costs such as phone and office expenses or materials needed to complete the scope of work.

The contract budget includes estimates for costs of individual tasks. Throughout the project money may be shifted between these tasks as long as the total contract amount is not exceeded.

- 4.2 Consultant shall submit monthly invoices itemizing the services provided by Consultant for the month invoiced, and specifying the charge(s) based on time and materials for each task detailed in Attachment A. The invoice is due within 30 days of receipt by the Client.

### **ARTICLE FIVE: Special Terms and Conditions**

- 5.1 *Representations.* Consultant represents that it is a duly organized corporation, existing and in good standing under the laws of the State of Alaska. Execution and delivery of this Agreement have been duly authorized by all necessary actions and resolutions, and this Agreement constitutes a valid and binding agreement of Consultant and shall be enforceable per its terms.
- 5.2 *Indemnification.* The Consultant shall indemnify and hold harmless the Client from and against any claim of, or liability for negligent acts, errors, or omissions of the Consultant under this contract. The Consultant shall not be required to indemnify the Client for a claim

of, or liability for, the independent negligence of the Client.

- 5.3 *Dispute Resolution.* In the event of a dispute under this contract, either party shall submit written notification to the other party of said dispute within 30 days. The Client shall review any dispute of which it has been properly notified in a prompt manner and shall render its decision thereon within 10 days of the date of said notification. In the event Consultant is dissatisfied with the resolution reached by Client, Consultant shall notify Client in writing of its protest as to said resolution within 10 days of the date of Client's receipt of said decision. All disputes not otherwise resolved by Consultant's receipt of said decision by Client shall be submitted to mediation by a mutually agreeable professional mediation body. Any disputes not resolved by mediation shall be resolved by the courts of the State of Alaska, Fourth Judicial District.
- 5.4 *Ownership of Materials.* All final reports, drawings, maps, graphics, plans, and similar final materials prepared by Consultant in providing its services shall be the property of the Client, and Consultant hereby transfers and assigns to Client all rights, title, and interest therein. The Consultant will contribute substantive, relevant work from past projects to support this contract, and retains the right to use concepts, methods, and products from this project in subsequent marketing and other project work.
- 5.5 *Termination of Contract.* Consultant or Client may terminate this Agreement with or without cause upon written notice. In the event of termination, the Consultant shall be paid for its services rendered to the date of termination.

#### **ARTICLE SIX: Insurance**

- 6.1 *Insurance Schedule.* Consultant will carry policies of insurance in amounts specified in this Insurance Schedule.
- 6.2 *Insurance Coverage.* At the Consultant's sole expense, the Consultant shall procure, maintain, and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the Client, the required insurance shall be in effect prior to the commencement of work by the Consultant and shall continue in force as appropriate until the project is complete.
- 6.3 **Workers' Compensation and Employer's Liability Insurance**  
Consultant shall provide worker's compensation insurance as required by Alaska Administrative Code Title 8.  
Employer's Liability insurance with a minimum limit of \$100,000 for each employee per accident for bodily injury by accident or disease. The policy limit is \$500,000.
- 6.4 **Commercial General Liability Insurance**  
Minimum Limits required:
- |             |                                           |
|-------------|-------------------------------------------|
| \$2,000,000 | General Aggregate                         |
| \$2,000,000 | Products & Completed Operations Aggregate |
| Included    | Personal and Advertising Injury           |
| \$1,000,000 | Each Occurrence                           |
- 6.5 **Business Automobile Liability Insurance**

\$1,000,000 Combined single limit.

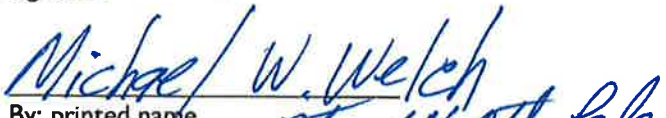
- 6.6 Commercial Umbrella Policy  
\$1,000,000

#### ARTICLE SEVEN: General Terms and Conditions

- 7.1 *Applicable Law.* This contract shall be interpreted and enforced in and according to the laws of the State of Alaska.
- 7.2 *Assignment.* This Agreement shall not be assigned by either party without the prior written consent of the other.
- 7.3 *Attorneys' Fees.* Attorney's fees, for any disputes not resolved by mediation, shall be awarded pursuant to Alaska Rules of Civil Procedure, Rule 82.
- 7.4 *Severability; Waiver.* If any provision of this contract is deemed unenforceable, the remaining provisions shall remain in full force and effect. One or more waivers by either party of a breach of any provision in this contract by the other shall not be deemed as a waiver of a prior, contemporaneous, or subsequent breach of the same or any other provision by the latter.
- 7.5 *Amendment; Integrated Agreement.* This Agreement shall not be amended except by a written instrument signed by the parties hereto. This Agreement constitutes the entire and integrated Agreement by and between the parties and supersedes all prior negotiations or Agreements, whether written or oral.
- 7.6 *Authorization.* The individual signing this Agreement for and on behalf of each party represents and warrants that he/she is a duly authorized agent of his/her respective principal.
- 7.7 *Relationship.* The relationship of Consultant to Client is that of an independent contractor, not an employer or agent of the Client. The Consultant will primarily work at their facility and shall provide all materials and equipment as needed to provide the contracted services.

City of North Pole

  
Signature

  
By: printed name  
Title: Mayor, City of North Pole  
Date: October 27, 2023

Agnew::Beck Consulting, Inc.

  
Signature

By: Shelly Wade  
Title: Principal / Owner  
Date: 10/4/2023

## Attachment A:

City of North Pole Strategic Plan Update		Shelly Wade		Molly Mylius		Total
October - December 2023		hours	rate	hours	rate	
Estimate from Agnew::Beck Consulting, submitted on 2/10/23			\$190		\$140	
Task						
<b>1. Project Start Up &amp; Ongoing Management (Oct-Dec)</b>						
A::B will manage the project and ensure ongoing communications with the City. This will include a kickoff meeting to confirm scope, timing, and identifying interviewees for Task 2.		2	\$380	4	\$560	\$940
<b>2. Interviews and Initial Plan Review (Oct-Nov)</b>						
Agnew::Beck will conduct up to ten interviews with City department heads, key leadership, and other critical community partners. The interviews will focus on usability of the 2016 Plan, status updates on Plan recommendations, and emerging priorities for the City over the next five years. Agnew::Beck will also conduct an initial review of recent City and regional plans for relevant content such as implementation of 2016 Plan recommendations and potential areas of interest for the Plan update.		4	\$760	14	\$1,960	\$2,720
<b>3. Initial Summary of Findings (Dec)</b>						
Prepare summary of recommendations and themes from interviews and the initial plan review. This will include a review of progress on recommendations in the 2016 Plan and recommendations on how to proceed with a Plan update. Convene a virtual meeting to present results to City leadership and facilitate a conversation around next steps.		2	\$380	8	\$1,120	\$1,500
<b>TOTAL*</b>		<b>8</b>	<b>\$1,520</b>	<b>26</b>	<b>\$3,640</b>	<b>\$5,160</b>

125 Snowman Lane  
North Pole, Alaska 99705  
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(907) 488-3002 (fax)  
rwallace@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
Date: 11 December 2023  
Subject: Information Items

Council Members,

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1. **MOU with FNSB on Imagery Sharing** - This agreement allows for imagery sharing of Pictometry data between FNSB and the City of North Pole. Given North Pole is a city within FNSB, the Borough determined that they could share that data at no cost. This provides the City of North Pole with a valuable imaging and planning resource at no cost. There are restrictions on use (i.e., content cannot be uploaded or distributed without permission). CSG reviewed and approved the MOU and Mayor Welch signed.

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If there are any questions, please let me know.

Thanks,



Robert (Danny) Wallace  
Director of City Services  
City of North Pole, Alaska

Attachments:

1. MOU with FNSB
2. Strategic Plan Update Contract
3. Contract Renewal with TecPro



## **MASTER SERVICE AGREEMENT**

This Master Professional Services Agreement (this "Agreement") is made effective as of December 1, 2023, by and between City of North Pole with its principal office located at 125 Snowman Lane, North Pole, AK 99705 ("CLIENT"), and TecPro Ltd, an Alaska-based company, with its principal office located at 1977 E Bogard Rd., Wasilla, AK 99654 ("SUPPLIER"). This Agreement shall cover Services performed by SUPPLIER on various CLIENT projects as set forth in mutually agreed statements of work (SOW) or CLIENT issued purchase orders.

NOW, THEREFORE, in consideration of the promises set forth below, the parties hereby agree as follows:

### **1. STATEMENT OF WORK**

This Agreement sets forth the terms and conditions for the provision of consulting or professional services as specified in a SOW (the "Services"). Each SOW shall contain a description of the activities to be completed in performing the Services, any deliverables to be provided to the CLIENT, and any applicable due dates for each deliverable and for completion of the Services. The terms and conditions of this Agreement shall apply to each SOW, except to the extent expressly modified by the SOW. Supplier shall provide the Services in compliance with each SOW, to the CLIENT's satisfaction, and in the best interests of the CLIENT. SUPPLIER shall provide all materials and equipment necessary or incident to the performance of the Services.

### **2. ORDER OF PRIORITY/PRECEDENCE**

If any conflict is found to exist between the terms and conditions of this Agreement and any SOW or Purchase Orders made a part of this Agreement hereto, the provisions of the terms and conditions of this Agreement shall prevail and be controlling.

### **3. PRICING**

Unless otherwise specifically stated in the SOW, the method of charging for the Services shall be on a time and materials basis, shall be in US dollars, and shall be based on the rate schedule provided in the attached Terms of Service. The rate schedule shall be held firm for the term of this Agreement and shall be subject to review and adjustment at time of renewal. No retroactive rate adjustments are allowed, and adjustments must be based on a publicly agreed upon index (such as the CPI), applied only to the labor pay rate portion of the bill rate, and approved by both parties upon renewal. Unless otherwise specified in this Agreement, no other costs or reimbursable amounts are allowed.

#### **4. INVOICES AND PAYMENT**

- 4.1** Invoices shall be submitted monthly to the CLIENT for any work performed within the previous calendar month. Upon submittal of invoices, each invoice must be accompanied by supporting documentation. Submittal of each invoice shall constitute SUPPLIER's representation that the deliverables and/or materials have been provided and the Services have been performed consistent with the SOW and other requirements provided for in this Agreement.
- 4.2** Invoices will contain the following information: CLIENT's SOW reference or purchase order number, SUPPLIER personnel names, SUPPLIER titles/classification, hours worked and rates, specific milestone achievement and payment amount per the SOW or purchase order, in addition to any other information specified elsewhere herein. Equipment, materials, travel expenses and taxes (if applicable) shall be reimbursable per the Terms of Service. Such allowable charges shall be identified as separate line items on each invoice.
- 4.3** The CLIENT shall pay SUPPLIER for Services under each invoice within forty-five (45) days from receipt of a correct invoice that complies with all the requirements identified herein. A late payment charge may be applied to any remaining balance 60 calendar days after invoice. Late payment charges, if any, will be imposed on the unpaid balance at the rate of 1% per month. Agreements with balances more than 90 calendar days past due may be terminated under the TERMINATION FOR CAUSE provision of this Agreement, and services discontinued. Amounts disputed by Customer under Section 18 are not subject to late payment charges.
- 4.4** Lump Sum Statements of Work. All SOWs set forth as "Lump Sum" or "Not to Exceed" pricing must include a schedule of milestones for work element completion that will be tied to a corresponding payment schedule. All milestone completions will be formally presented to a representative of the CLIENT in writing for witness and verification prior to invoice submission.
- 4.5** Time and Materials Work. All SOWs set forth on a Time and Materials basis will be invoiced monthly and will include a list of employees, their titles and hours spent performing services by date under the SOW.
- 4.6** Change Orders. Any variations to the SOW will be set forth and approved in advance in writing by the CLIENT. No change in scope shall commence without a fully executed Change Order. The CLIENT will not be liable for any costs incurred by SUPPLIER due to unauthorized changes.

#### **5. TERM AND TERMINATION**

- 5.1** Term. This Agreement shall commence on the Effective Date and shall continue for an initial period of one (1) year, unless otherwise extended or terminated in accordance with the provisions herein. Thereafter, this Agreement may be extended by the CLIENT for additional one (1) year consecutive periods upon thirty (30) days' notice thereof prior to the expiration of the initial term or any term extension, as appropriate. Each SOW shall commence on the effective date set forth in the applicable SOW and shall continue for the initial term (the "Initial Term") and any renewal (each, a "Renewal Term" and together with the Initial Term, the "Term"), each as set forth in the respective SOW, unless earlier terminated in accordance with the terms of this Agreement.
- 5.2** Termination for Convenience or Cause. The CLIENT may terminate this Agreement and/or any SOW for any reason upon thirty (30) days written notice to SUPPLIER. In the event of such cancellation, SUPPLIER will be entitled to payment in full for Services performed in accordance with the SOW provided prior to the date of the cancellation, less any money previously paid to SUPPLIER, at which point the CLIENT will have the right to take possession of Work Product and any materials whose purchase price was paid by



the CLIENT. Either party may terminate this Agreement and/or any SOW in the event the other party materially breaches this Agreement, and/or such SOW and does not cure such breach within fifteen (15) days after receipt of written notice from the non-breaching party or commence to cure such breach within ten (10) days after receipt of written notice with a mutually agreed upon cure date. Upon termination by the non-breaching party as a result of a party's default hereunder, the party in default will be liable to and will immediately reimburse the non-breaching party for all costs of any nature which may be incurred by the non-breaching party to effect completion of performance under this Agreement.

## **6. TRAVEL**

Travel expenses shall be reimbursed by the CLIENT. Travel expenses shall be invoiced monthly to the CLIENT for the actual amounts incurred subject to the following allowances and limitations: (1) the actual reasonable expenses incurred by SUPPLIER in connection with the performance of the Services; (2) the actual reasonable cost of meals while travelling on the CLIENT's business; (3) hotel expenses based on the price of a room only in a moderate hotel in the destination area; (4) air travel based on the lowest fare and most direct route available in coach or economy class; (5) rental car expenses based on what is practical to accommodate the travelling party; and (6) actual and reasonable fuel costs at the rate allowed by the IRS or set forth in an SOW SUPPLIER shall not be entitled to reimbursement of entertainment expenses.

## **7. PERSONNEL**

- 7.1** Each party will assign personnel that are qualified to perform the tasks required of such party under a SOW and will be responsible for the supervision, direction, and control of its personnel. As the employer, SUPPLIER will: (i) take adequate provisions to retain the services of employee(s) having sufficient qualification by education, experience, license, and skill as may be appropriate or necessary for the performance of the Services; (ii) supply only individuals legally authorized to work in the applicable jurisdictions.
- 7.2** The parties agree that personnel of one party assigned in connection with the Services will not be considered employees, agents, or representatives of the other party. Each party is solely responsible for the compensation and benefits provided to its employees, and for its compliance with all laws and regulations governing the employment of its respective employees, including laws governing wages and benefits, discrimination and harassment, employment contracts (whether express or implied, or written or oral), labor practices, workers' compensation, disability, and unemployment insurance.
- 7.3** If the CLIENT determines that the SUPPLIER or its employees should be removed from the CLIENTS site and/or from the Services for any reason, SUPPLIER shall effect said removal immediately upon receipt of written notice from the CLIENT of the name of the person to be removed and the reason for the removal. If the CLIENT determines that all or any part of the Services should be stopped or suspended for any reason, SUPPLIER shall effect said determination immediately upon receipt of written notice, except in emergency situations in which case no written notice is required and verbal instructions from any duly authorized representative of the CLIENT shall be sufficient.

## **8. TREATMENT OF ASSETS**

- 8.1** Property Title. Title to all property furnished by Tec Pro Ltd shall remain in Tec Pro Ltd Title to all property purchased by the CLIENT for which the CLIENT is entitled to be reimbursed as a direct item of cost under

this contract shall pass to and vest in Tee Pro Ltd upon completion, termination, or cancellation of this contract. Title to all property purchased by the CLIENT directly shall remain with the CLIENT.

**8.2 Use of Property.** Any property of Tec Pro Ltd furnished to the CLIENT shall, unless otherwise provided in this contract, or approved by the owner, be used only for the performance of this contract.

**8.3 Loss or Damage.** The Customer shall be responsible for any loss or damage to property of Tee Pro Ltd which results from negligence of the Customer or which results from the failure on the part of the CLIENT to maintain and administer the property in accordance with sound management practices. Tec Pro Ltd shall be responsible for any loss or damage to property of CLIENT which results from negligence of Tec Pro Ltd or which results from the failure on the part of the Tec Pro Ltd to maintain and administer the property in accordance with sound management practices.

**8.4 Notification.** If any Tec Pro Ltd property is lost, destroyed, or damaged, the CLIENT shall immediately notify Tec Pro Ltd and shall take all reasonable steps to protect the property from further damage.

**8.5 Surrender of Property.** The CLIENT shall surrender to Tee Pro Ltd all property of Tee Pro Ltd prior to settlement upon completion, termination, or cancellation of this Agreement.

**8.6 Customer Employees or Agents.** All reference to the Customer under this clause shall include any of Customer's employees or agents.

## **9. INDEPENDENT CONTRACTOR**

SUPPLIER is an independent contractor with respect to the Services supplied by SUPPLIER for the CLIENT, and neither SUPPLIER nor anyone used or employed by SUPPLIER shall be deemed for any purpose to be the agent or employee of the CLIENT in the supply of such Services. The CLIENT shall have no direction or control of SUPPLIER or its employees or contractors except in the results to be obtained from the Services. Nothing in this Agreement shall establish a partnership, joint venture, association or other relationship between the parties, other than that of independent contracting parties.

## **10. WARRANTIES**

SUPPLIER warrants to the CLIENT that: (i) it is the sole owner of or otherwise has the right to use any data or information supplied to the CLIENT by SUPPLIER in performing the Services; (ii) it has all necessary rights to provide the Services; (iii) the Services will be performed with care and diligence in a good and workmanlike manner and in accordance with industry practice; (iv) the Services will meet all quality and performance standards as set forth in the applicable SOW and will strictly comply with all performance obligations and deadlines required and as set forth therein; and

(v) it will perform Services in compliance with all applicable specifications, standards and other requirements whether expressed or implied by law.

## **11. DOCUMENTATION, REVIEW AND ACCEPTANCE**

The CLIENT shall own and have the unlimited right to use all documents, maps, photographs, drawings, and specifications resulting from SUPPLIER's efforts on the project ("Work Product"). All such Work Product will be maintained in confidence for the CLIENT by SUPPLIER and SUPPLIER will make no use of the Work Product generated during the course of the Services performed for the CLIENT during or after the term of this Agreement except to perform the Services under an SOW. SUPPLIER shall have the right to retain copies of all such materials. In addition, all Services delivered hereunder will be subject to final inspection and acceptance by the CLIENT pursuant to the terms of the applicable SOW.

## **12. COMPLIANCE WITH LAWS, POLICIES AND SITE REQUIREMENTS**

SUPPLIER shall, at all times during the term of this Agreement, comply with all applicable laws, regulations, controls and authority of any locality, and shall refrain from engaging in any illegal, unethical, or deceptive practices. Without limiting the foregoing, SUPPLIER agrees to comply with all federal, provincial, and state laws, regulations and controls regarding fair labor practices, occupational health and safety, environmental compliance, fraud and corruption, fair competition, export and re-export, and anti-boycott.

## **13. DELAYS AND FORCE MAJEURE**

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events due solely to circumstances beyond their reasonable control and without the fault or negligence of the party experiencing such delay. Delays within the scope of this Section which cumulatively exceed thirty (30) days shall, at the option of either party, make the applicable SOW subject to termination for convenience or to renegotiation.

## **14. ASSIGNMENTS**

SUPPLIER will not sell, assign, or transfer this Agreement, or any part hereof, or any money due hereunder, without the prior written consent of the CLIENT. SUPPLIER agrees to obtain the CLIENT's written approval before subcontracting performance of any portion of this Agreement. The CLIENTS approval of any such subcontractor will not relieve SUPPLIER from any obligations imposed by these terms.

## **15. VALIDITY**

The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

## **16. NO THIRD-PARTY RIGHTS**

This Agreement shall not create any rights or benefits to parties other than the CLIENT and SUPPLIER.

## **17. INTEGRATED WRITING**

This Agreement constitutes a final and complete statement of the agreements between the CLIENT and SUPPLIER. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

## 18. NOTICES, SIGNATURES, AND AUTHORIZED REPRESENTATIVES

The following signatories of this Agreement are the authorized representatives of the CLIENT and SUPPLIER for the execution of this Agreement. Each SOW shall set forth the name and address of the respective authorized representatives of the parties for the administration of that SOW. Any information or notices required or permitted under this Agreement, or any SOW shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the undersigned representative or any other authorized representative identified in the applicable SOW. Notice given by mail shall also be transmitted by facsimile at the time of mailing.

## 19. GOVERNING LAW AND DISPUTE RESOLUTION

**19.1** Dispute Notification. CLIENT will promptly notify SUPPLIER of disputes regarding invoices, or of services which Customer believes do not conform with the agreed upon terms of this Agreement or a TOS, within 30 calendar days of receipt of invoice or performance of services whichever occurs later. Failure to give written notice within 30 calendar days after receipt of invoice or performance of services constitutes waiver of any objection to services or invoices.

**19.2** Dispute Resolution. When a dispute arises concerning the provision of goods or services, the parties will first attempt to negotiate a mutually satisfactory solution. In the event the dispute cannot be resolved between the parties, they may agree to an alternative dispute resolution process. The SUPPLIER agrees to proceed diligently with the performance of services requested under any SOW while any dispute is pending. Neither party will sue the other for claims arising from dispute arising under this Agreement, except that SUPPLIER may pursue collection actions if necessary to recover charges for services, and if such action is taken, venue lies in Anchorage, Alaska. This agreement is governed by the laws of the State of Alaska.

## 20. AMENDMENT

The CLIENT reserves the right to update the MSA through an amendment as may be needed. CLIENT's continued use of the service is acceptance of the new terms after the effective date of the amendment. Notification will be sent out when these updates are made.

Customer: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

TecPro Representative:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

Tec Pro Ltd

1977 Bogard Road

Wasilla, AK 99567



## TERMS OF SERVICE

TERMS OF SERVICE, effective on **December 1, 2023**, is entered into between **Tec Pro, Ltd.**, and **City of North Pole** the "CLIENT". This agreement remains in full force and effect through **November 30, 2024**.

These Terms of Service (TOS) set out the Service specific terms and conditions under which Tec Pro Ltd provides and Customer receives services for each Service provided. Each TOS is incorporated as addenda to the Master Service Agreement. This TOS supersedes any previously signed service agreement unless otherwise noted.

### 1. ENGAGEMENT

Tec Pro, Ltd. will provide technical expertise and service related to the ongoing operation of the automation and SCADA systems installed at the following locations:

- **North Pole Water Treatment Plant**
- **North Pole Wellhouse**
- **Goose Creek Water System**

### 2. SERVICED EQUIPMENT

- **Plant-floor Automation Equipment**
- **Control Room SCADA Equipment**
- **Industrial Control Systems Communications**

### 3. SERVICES

Typical services provided by Tec Pro, Ltd. include:

- **Optional Core Maintenance Service:**
  - Visit includes 1 technician (Advance scheduling required, spring or fall recommended). System corrections may be performed in conjunction with this visit; however, additions must be priced separately and pre-scheduled no less than 5 days prior to the established site visit date.
  - Preventative maintenance to include:
    - Plant-floor automation system health review and backups
    - Control room SCADA system health review and backups
    - Communication system health and posture review
  - Technical Support & additional training may be provided based on time available during site visit
- **Optional Consultation Services:**
  - Tec Pro, Ltd. is here to help with your everyday technology struggles. This agreement provides access to our many engineers and technical specialists who can aid with purchasing decisions and provide advice on systems and process engineering endeavors.
    - Tec Pro, Ltd. will annually provide 12 hours of Consultation Services for electrical, instrumentation, automation, and process control reviews of systems your business is considering purchasing or having engineered.
    - Upon request, Tec Pro, Ltd. will review system/product data and contrast that with your organization's installed systems to determine whether it is a suitable fit.



- Upon request, Tec Pro, Ltd. will review and provide written comments on any capital endeavor consisting of electrical, instrumentation, and process systems. Tec Pro, Ltd. will host a remote consultation conference with parties with whom the CLIENT wishes to be in attendance.
- **Optional Gap Analysis:**
  - In our quest to assist with your technical business challenges, and as part of this agreement, Tec Pro, Ltd. will conduct a gap analysis that focuses on any, agreed upon, technical subject which the CLIENT deems important. Items such as disaster recovery, critical infrastructure security posture, communication system integrity or any other plant-floor or control room systems. The following criterion shall apply.
    - Tec Pro, Ltd. will conduct an analysis of the agreed upon subject and provide a condition report complete with recommendations which consider serviceability and your business's vision of its future needs and growth potential.
    - Tec Pro, Ltd. will present its findings to our client at their facility and work to separate items into logically grouped projects.
    - The analysis shall consist of:
      - Discussion with management on scope and vision – 4 hours
      - Discussion with operating staff guided by management's scope and vision – 4 hours
      - Condition assessment, field data gathering – up to 16 hours
      - Thorough gap analysis documentation
      - Project definitions, recommended priorities document
      - On-site client review – 8 hours
- **Priority Support Services:**
  - Priority support call queue & response time during business hours, Monday through Friday 8AM-5PM AST, reduced hourly rate.
  - Tec Pro, Ltd. will respond physically within 48 hours and during business days at the following reduced per-hour rates.
    - Senior Control Systems Engineer = \$195.00
    - Senior Security Technician = \$180.00
    - Journeyman Electrician = \$145.00
  - Afterhours
    - Weekends and after-hours = Rate x 1.5
    - Holiday callouts = Rate x 2

**Service provided does NOT include costs for:**

- Server and PC software upgrades, service packs, unless specified below in pricing
- Directly traceable operator errors
- Hardware replacement and labor costs resulting from circumstances not covered under warranty
- Manlift or other equipment that may be needed to gain access to equipment on site
- Normal system operation and cleaning of components, this is expected as a part of the normal CLIENT maintenance
- Interface to/from other systems, servers, or users that may be connected or share services

#### **4. PRICING**

Annual Support Fee - \$5,760.00 payable at the start of each contract year or \$480.00 plus a \$15.00 nominal administrative fee monthly.

**Tec Pro Ltd**

**1977 Bogard Road**

**Wasilla, AK 99567**



Optional Core Maintenance Site Visit - \$4,250.00 includes all travel related costs and a single night's stay; materials and other non-travel expenses will be billed at cost plus 15% overhead and 10% profit. If work exceeds annual 2 day scheduled visit timeline, additional hours will be billed at \$165.00 hour. Core Maintenance Visits can be elected at anytime while this agreement is in place.

Optional Consultation Service - \$1,200 annually payable in accordance with support fee options. There is no additional administrative fee beyond the support fee arrangement. Any site visits are additional at the call-out rates listed below. Consultation occurrences are consumed in 30-minute increments. These are on demand but best served with an advance request.

Optional Gap Analysis - \$14,400 includes 32 man-hours of on-site studies, analysis, workgroup sessions, final report, travel, and expenses.

Call-out Services – Incidental service not covered under annual site visit:

- **Travel**
  - Time = 50% regular rate – minimum of \$95.00 per hour
  - To include a standard two-hour pre-flight window for bag check and security clearance in addition to flight time.
  -
- **Vehicle cost**
  - Standard IRS mileage rate at the time of service
- **Materials and Expense**
  - including meals and lodging will be billed at cost plus 15% overhead and 10% profit

Any agreed upon remote access is to be provided 24/7 and maintained by our CLIENT.

## 5. LICENSES AND PERMITS

Upon execution of the Service Agreement, Tec Pro Ltd shall provide copies of all permits and licenses to Customer that are required to complete the Services.

Agreed to and fully accepted by:

CUSTOMER \_\_\_\_\_

COMPANY: Tec Pro Ltd

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name & Title: \_\_\_\_\_  
\_\_\_\_\_

Name & Title \_\_\_\_\_  
\_\_\_\_\_

Tec Pro Ltd

1977 Bogard Road

Wasilla, AK 99567

# City of North Pole

125 Snowman Lane  
North Pole, AK 99705  
907-488-2281

## SERVICES CONTRACT

PROJECT NAME: **2024 HEATING FUEL CONTRACT**

### 1. PARTIES

The parties to this contract are the CITY OF NORTH POLE ("CITY"), and CROWLEY FUELS ("CONTRACTOR").

### 2. DUTIES

The CONTRACTOR shall perform the duties specified in the SUPPLEMENTAL DUTIES (attached). The CONTRACTOR understands that the CITY makes no representation that it will look exclusively to the CONTRACTOR for the type of services requested. The CONTRACTOR will perform its duties under this agreement as an independent contractor.

### 3. QUALITY OF WORK

The CONTRACTOR will perform its duties pursuant to the specifications in the SOLICITATION and the CONTRACTOR'S specifications or representations in its 2023 solicitation submittal. Should the specifications of the SOLICITATION and the specifications or representations of the CONTRACTOR'S resulting submittal differ, the higher specification is applicable and will control. If there are no specifications, the CONTRACTOR will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the CONTRACTOR'S trade.

### 4. CONTRACT PRICE

The CITY will pay the CONTRACTOR according to the attached SUPPLEMENTAL DUTIES. The CITY will pay for services as the services requested are accepted.

### 5. CONTRACT TERMS

The CONTRACTOR'S duties begin January 1, 2024 through December 31, 2024.

### 6. CONTRACT RENEWAL OPTION

- 6.1. The CITY reserves the option to renew this contract upon written agreement of both parties for for two (2) additional one-year periods at the same terms, conditions, and prices. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.
- 6.2. However, the CONTRACTOR, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions, and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.



6.3. The approval of any change(s) is at the sole determination of the CITY.

## **7. FACILITIES AND LICENSES**

7.1. The CONTRACTOR will provide all facilities, equipment, supplies, 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**

Not applicable

## **9. INSURANCE REQUIREMENTS**

Prior to starting work, the CONTRACTOR shall purchase and maintain at its expense commercial general liability and other insurance as set forth below from a responsible insurer authorized to do business in the state where the Project is located and having an A.M. Best rating of at least A VII. Contractor shall furnish satisfactory evidence to the Owner that the CONTRACTOR has complied with the requirements in the form of an insurance certificates and Owner reserves the right, upon written request, to receive and review all CONTRACTOR insurance policies and endorsements in effect during the duration of this contract and for any duration thereafter for which coverage is required as set forth below.

All policies shall be written on an occurrence basis, shall (except Workers Compensation) include the Owner, Architect, Construction Manager, General Contractor, and the architects, directors, officers, representatives, agents, and employees of such parties as additional insureds and contractors' policies shall be primary over any insurance or self-insurance program of any such party. CONTRACTOR shall ensure that its subcontractors, at a minimum carry insurance equivalent to the coverages set forth below. The insurance required shall be written for not less than any limits of liability stated in this Contract, in the Contract Documents or as required by law, whichever is greater. CONTRACTOR'S liability is not limited to the minimum amounts of insurance coverage required. The CONTRACTOR is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims in excess of the specified minimum insurance. Where special or unusual hazards peculiar to this project are foreseeable, the CONTRACTOR shall take such steps as are necessary to insure it against such hazards.

If CONTRACTOR has any self-insured retention or deductible under any of the following minimum required coverages, CONTRACTOR must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide

satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be CONTRACTOR'S sole responsibility.

**Commercial General Liability:** CONTRACTOR will maintain commercial general liability insurance covering all operations by or on behalf of CONTRACTOR on an occurrence basis against claims for personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

- A. Minimum limits:
  - \$1,000,000 each occurrence
  - \$1,000,000 personal & adv injury
  - \$2,000,000 general aggregate
  - \$2,000,000 products and completed operations aggregate
- B. Coverages
  1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
  2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
  3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
  4. They policy shall provide for severability of interests.
  5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
  6. The general aggregate shall apply on a "per project" basis.
  7. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.
  8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
  9. The policy shall be written to provide coverage on a primary and non-contributory basis.

**Automobile Liability:** CONTRACTOR will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- A. Minimum Limits: \$1,000,000 combined single limit each accident
- B. Coverages:
  1. Additional insured endorsement
  2. Specific waiver of subrogation
  3. Contractual liability

**Workers' Compensation:** CONTRACTOR will maintain workers' compensation and employer's liability insurance.

- A. Minimum Limits
  - 1. Workers' compensation – statutory limit
  - 2. Employer's liability:
    - a) \$1,000,000 bodily injury for each accident
    - b) \$1,000,000 bodily injury by disease for each employee
    - c) \$1,000,000 bodily injury disease aggregate
- B. Coverages:
  - 1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the CONTRACTOR'S General Liability policy.

**Pollution Liability:** CONTRACTOR will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of CONTRACTOR'S services in relation to the Project as follows:

- A. Minimum Limits: \$2,000,000 each occurrence/\$4,000,000 aggregate
- B. Coverages:
  - 1. Contractual Liability
  - 2. Personal Injury
  - 3. Bodily Injury
  - 4. Property Damage
  - 5. Contractor named Loss Payee
  - 6. Primary and noncontributory coverage

**Waivers of Subrogation:** The CONTRACTOR waives all rights against the Owner and any of its subcontractors, sub-subcontractors, agents, employees, the Construction Manager, the Architect, Owner's Engineer, Bank's Engineer, Construction Agent, Financing Parties and all tiers of contractors or consultants engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the CONTRACTOR may have to proceeds of any insurance held by the Owner as fiduciary, if any. The CONTRACTOR shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether the person or entity had an insurable interest in property damaged.

**Duration of Coverage:** All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work.

**Notice of Cancellation:** Required insurance policies shall contain an endorsement requiring the insurance carrier to provide 30 days advance written notice to the Owner prior to any change in or cancellation of any policy required herein. Should any coverage expire prior to completion of Work, proof of renewal of said policy shall be provided to Owner at least Thirty (30) days prior to expiration date of the policy.

#### 10. **PERFORMANCE BOND**

Not applicable

#### 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; the CITY may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the CITY Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
- 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.

### 15. **CONTRACT DOCUMENTS**

- 15.1. If the parties enter into this agreement because of a CITY Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the CITY, and the CONTRACTOR'S bid form.
- 15.2. If the parties enter into this agreement as a result of a CITY Request for Proposal, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request For Proposal as issued by the CITY, and the proposal submitted by the CONTRACTOR.
- 15.3. If the parties enter into this agreement as a result of a CITY written Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency

between them: This agreement, the Request for Quotation as issued by the CITY, and the written quote from the CONTRACTOR.

- 15.4. If the parties enter into this agreement as a result of an oral Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.
- 15.5. The CITY purchase order to be issued for this work is a contract document. The terms specified on the CITY purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.

## 16. **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.

## 17. **OTHER**

- 17.1. The CONTRACTOR may not assign any duties under this agreement without the prior written consent of the CITY.
- 17.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
- 17.3. Time is of the essence of this contract.
- 17.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
- 17.5. Before paying the CONTRACTOR, the CITY may deduct the amount of any debt from any source that the CONTRACTOR owes to the CITY.
- 17.6. 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.
- 17.7. This agreement may be amended only in writing.

- 17.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- 17.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.

18. REPRESENTATIVES

Each party may deliver notices under this agreement to the representative and address listed below:

**City Representative:** Robert Daniel Wallace  
Director of City Services  
City of North Pole  
125 Snowman Lane  
North Pole, AK 99705  
907-488-8593  
rwallace@northpolealaska.org

**Contractor Representative:** \_\_\_\_\_

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**For Contractor**

**For City of North Pole**

\_\_\_\_\_  
Authorized representative

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emily Braniff, CMC City Clerk

\_\_\_\_\_  
Date



## SUPPLEMENTAL DUTIES

### Deliver Locations and Fuel Types

<b>Location</b>	<b>Dept.</b>	<b>Tank size (gallons)</b>	<b>Tank type</b>	<b>Fuel Type</b>
City Hall, 125 Snowman Lane	Admin.	1,500	Buried	#1
North Pole Fire Department Garage, 113 Lewis Street	Fire	300	Above ground	#1
North Pole Fire Station Annex, 243 1st Avenue	Fire	500	Buried	#1
North Pole Fire Station, 110 Lewis Street	Fire	1,500	Buried	#1
Police Station, 120 Snowman Lane	Police	1,500	Buried	#1
Public Works Building, 133 Lewis Street	PW	1,000	Buried	#1
Wastewater Treatment Plant, 961 Shellinger Street	Sewer	1,000	Buried	#1
Eighth Ave. Fire Well, 110 East 8th Avenue	Water	1,000	Buried	#1
Highway Park Pump Station, 2696 Mockler Avenue	Water	500	Buried	#1
Stillmeyer Water Pump Station, 810 Refinery Loop	Water	500	Buried	#1
Water Treatment Plant, 401 Snowman Lane	Water	3,000	Above ground	#1
Well House, 791 Clear Water Court	Water	2000	Above ground	#1
Peridot Pump House, 2000 Peridot Street	Water	3,500	Above ground	#1
Moose Creek Pump House, 3406 Bellwood	Water	4,000	Above ground	#1
Utility Garage, 2389 Homestead Road	Water/ Sewer	1000	Buried	#1

### Charges

Number 1 heating fuel: \$0.02 per gallon more than the refinery rack charge.

### Notification of Changes in Rack Price

The Contractor shall notify the City in writing as refinery price changes occur and the notification shall include documentation of the refinery rack price change. No payment will be made for the refinery price changes unless this documentation accompanies each billing statement.

**Tank Fill Requirements**

The tanks shall be completely filled with each delivery and the delivery tickets shall be dropped off at the North Pole City Hall at the time of delivery. Spill absorbent pads shall be carried and placed around the fill pipe if required. Spills shall be reported to City Hall immediately and if required by law, to the Alaska Department of Environmental Conservation.

**Required Supplemental Documents**

- Certificate of Insurance (see Insurance Requirements, Section 9)
- 2024 Alaska Business License (submit no later than January 31, 2024)
- 2024 City of North Pole Business License (submit no later than January 31, 2024)

125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
(907) 488-3002 (fax)  
rwallace@northpolealaska.org

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
Date: 11 December 2023  
Subject: Water Bill Reduction Request

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Council Members,

[REDACTED] as requested relief from his water bill for October 2023. His water bill was \$3,074.00 and was most likely due to a running toilet that was unattended for over a month. [REDACTED] stated that he was travelling outside of the area and did not know there was a leak. Additional details follow.

1. [REDACTED] does not have an updated water meter (the Eye on Water program is not an option for him). These meters are read automatically every 30 days.
2. He has paid his water bill on time every month (no issues with payments) and is a member of the Roundup Program (water bill relief program).
3. He notified via was sent at email by the City, although not until November 2<sup>nd</sup> (after the meter was read for the monthly bill).
4. Additional information is attached (request and water bill). [REDACTED]

[REDACTED] has been an excellent customer and is in good standing. Over the last 12 months, his bills have never exceeded \$283 (he has both city water and sewer). [REDACTED]

**We recommend reducing his bill to \$768.50 (75% reduction). This will cover the water bill and installation of a new meter that will provide information he can track online.**

If there are any questions, please let me know.

Thanks,



Robert (Danny) Wallace  
Director of City Services  
City of North Pole, Alaska

Attachments:  
1. Request Memo  
2. Water Bill

[REDACTED] Alaska 99705

Attention Melanie Swanson,

As a resident of North Pole, I am requesting an award from the **utility customer emergency payment fund** to help pay all or part of my current utility bill.

I have been made aware there was a temporary water leak in my home while I was out of the state. This brought the water bill to **\$3,074.00** for October billing.

This amount exceeds my entire monthly income and my account could not come close to covering this amount. I travel outside the area often providing suicide prevention programs and training. Although this doesn't pay much, it is a life passion I have committed to and this situation is devastating to my limited income.

Please consider qualifying my situation to benefit from the round-up program.

[REDACTED]

11-27-23  
date



*Heather Wolney* 11/27/23



City of North Pole  
125 Snowman Lane  
North Pole, AK 99705  
(907) 488-2281  
NorthPoleAlaska.com



[REDACTED]  
NORTH POLE, AK 99705

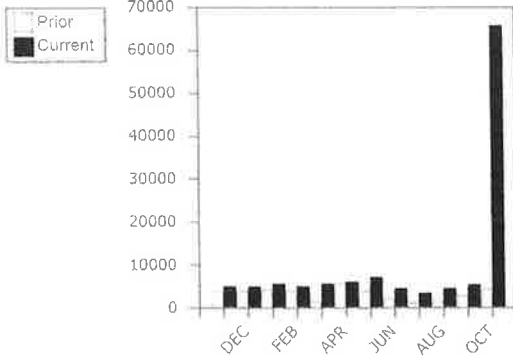


Account Number	AMOUNT DUE
[REDACTED]	\$3,074.00
Due Date	After Due Date Pay
11/30/2023	PAID BY DRAFT
Account Name	
[REDACTED]	
Service Address	
[REDACTED]	
Amount Enclosed	

There will be a charge on all returned checks.  
Please return this portion with your payment.  
When paying in person, please bring both portions of this bill.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
[REDACTED]		[REDACTED]			[REDACTED]	
Status	Service Dates		# Days	Bill Date	Penalty Date	Due Date
	From	To				
Active	9/30/2023	10/31/2023	31	10/31/2023	11/30/2023	11/30/2023



CURRENT  
READING  
764,459

PREVIOUS  
READING  
698,729

USAGE  
65,730

PREVIOUS BALANCE	\$251.00
PAYMENTS	(\$251.00)
ADJUSTMENTS	\$0.00
PENALTIES	\$0.00
<b>PAST DUE AMOUNT</b>	<b>\$0.00</b>

Water Usage	1,367.18
Water Base	5.00
FRR Water	164.33
Sewer Usage	1,367.18
Sewer Base	5.00
FRR Sewer	164.33
Roundup Program	0.98
Tax	\$0.00

<b>CURRENT BILL</b>	<b>\$3,074.00</b>
<b>AMOUNT DUE</b>	<b>\$3,074.00</b>

PAID BY DRAFT

Running your circulation pump can help with the prevention of frozen pipes.

**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of Alaska }  
County of FNSB } ss.

On this the 27<sup>th</sup> day of November, 2023, before me,  
Day Month Year

Heather Wolney, the undersigned Notary Public,

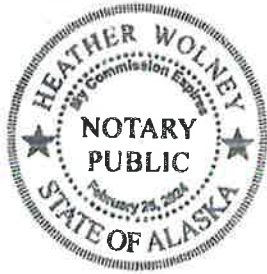
personally appeared [REDACTED]  
Name(s) of Signer(s)

☒ personally known to me – OR – [REDACTED]  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



Place Notary Seal/Stamp Above

Any Other Required Information  
(Printed Name of Notary, Expiration Date, etc.)

**OPTIONAL**

*This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Utility Bill Dispute

Document Date: 11/27/2023 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_



# MEMORANDUM

City of North Pole Clerk's Office

Emily Braniff, CMC City Clerk

TO: City Council  
FROM: Emily Braniff, CMC City Clerk  
SUBJECT: Request for Reimbursement – Alcohol Purchase  
DATE: December 1, 2023

It has come to our attention that alcohol has been purchased on a company credit card. Per code alcoholic beverages are not to be reimbursed for travel or hosting. Per code the purchase was not allowed and should be reimbursed by the employee.

## **2.36.220 Travel and host reimbursement.**

D. Host Reimbursement. The City may host appropriate officials at luncheons and dinners; the Mayor may authorize reimbursement of reasonable hosting expenses incurred by City employees. The City Council shall authorize reimbursement for reasonable hosting expenses incurred by members of the City Council, including the Mayor.

1. No alcoholic beverages shall be reimbursed with City funds.
2. All hosting expenses shall be authorized prior to encumbrance by the employee's appropriate supervisor in order to be eligible for reimbursement. (Ord. 23-09 § 2, 2023; Ord. 22-01 § 2, 2022; Ord. 16-21 § 2, 2016; Ord. 98-12 § 2, 1998)

Thank you,  
Emily Braniff, CMC  
City Clerk

# **COSTCO**

## **WHOLESALE**

Fairbanks #1342  
48 College Rd. Fairbanks  
Fairbanks, AK 99701

### **LIQUOR**

PO Member 111889725153  
1590386 NAPLEON XO 139.99 F  
Date of Birth = xx/xx/xx KEYED  
SUBTOTAL 139.99  
TAX 7.00  
\*\*\*\* TOTAL 146.99

XXXXXXXXXXXX1192 H  
AID: A0000000031010  
Seq# 99049 App#: 710323  
Visa Resp: APPROVED  
Tran ID#: 333400099049....

APPROVED - Purchase  
AMOUNT: \$146.99  
11/30/2023 14:32 1342 99 221 41

Visa 146.99  
CHANGE 0.00

TAX F 5.0% Liquor Tax 7.00  
TOTAL TAX 7.00  
TOTAL NUMBER OF ITEMS SOLD = 1  
~~11/30/2023~~ 11/30/2023 14:32 1342 99 221 41



21134209902212311301432

OP#: 41 Name: Alex  
Thank You!  
Please Come Again  
Whse:1342 Trm:99 Trn:221 OP:41

Items Sold: 1  
PO 11 11/30/2023 14:32