

# NWAB Mtg Packet

## March 2024 Regular Assembly

March 25-26, 2024

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**Northwest Arctic Borough  
Assembly BAF/Work Session**  
Monday, March 25, 2024 – 1:00 P.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

- A. CALL TO ORDER**
- B. INVOCATION/MOMENT OF SILENCE**
- C. SAFETY MOMENT**
- D. ROLL CALL**
  - 1. Introduction of Staff and Guests
- E. APPROVAL OF AGENDA** **TAB 1**
- F. COMMUNICATIONS AND APPEARANCES** **TAB 3**
  - 1. Financials ending February 29, 2024
- G. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
  - 1. **Ordinance 24-05** *an ordinance of the Northwest Arctic Borough Assembly amending Chapter 12.08 of the Borough Code to update the Public Safety Commission Code, and for related purposes.*
- H. INTRODUCTION OF ORDINANCES** **TAB 6**
  - 1. **Ordinance 24-06** *an ordinance of the Northwest Arctic Borough Assembly adopting Chapter 12.24 of the Borough Code to establish background check requirements for law enforcement officers, and for related purposes.*
- I. RESOLUTIONS** **TAB 7**
  - 1. **Resolution 24-07** *a resolution of the Northwest Arctic Borough Assembly approving a firearms procedure manual for the Village Public Safety Officer Program, and for related purposes.*
  - 2. **Resolution 24-08** *a resolution of the Northwest Arctic Assembly approving an expenditure of \$750,000 utilizing local assistance and tribal consistency funds to replace the Selawik School Fire Protection System, and for related purposes.*
  - 3. **Resolution 24-09** *a resolution of the Northwest Arctic Borough Assembly approving amendment of a professional services agreement with Deerstone Consulting LLC to provide administration and technical services for the Borough Energy Department, and for related purposes.*
- J. OTHER BUSINESS** **TAB 8**
- K. EXECUTIVE SESSION**
- L. AUDIENCE COMMENTS**
- M. ASSEMBLY COMMENTS**
- N. MAYOR'S COMMENTS**
- O. ADJOURNMENT**



**Northwest Arctic Borough  
Assembly Regular Meeting**  
Tuesday, March 26, 2024 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**AGENDA**

- A. CALL TO ORDER**
- B. INVOCATION/MOMENT OF SILENCE**
- C. SAFETY MOMENT**
- D. ROLL CALL/MEMBER EXCUSAL**
  - 1. Introduction of Staff and Guests
- E. APPROVAL OF AGENDA** **TAB 1**
- F. APPROVAL OF PREVIOUS MEETING MINUTES** **TAB 2**
  - 1. February 27, 2024, Regular Meeting Minutes
- G. COMMUNICATIONS AND APPEARANCES**
  - 1. Swan Lake Loop Update, AHFC Initiative Project and Cape Blossom Road Update, City of Kotzebue
- H. BOARDS, COMMISSIONS & COMMITTEES** **TAB 3**
  - 1. Budget, Audit & Finance
  - 2. Financial Report, Angie Sturm
- I. PUBLIC HEARINGS, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES** **TAB 4**
  - 1. **Ordinance 24-05** *an ordinance of the Northwest Arctic Borough Assembly amending Chapter 12.08 of the Borough Code to update the Public Safety Commission Code, and for related purposes.*
- J. ASSEMBLY REPORTS** **TAB 8**
- K. MAYOR'S REPORT** **TAB 5**
- L. TIME AND PLACE OF NEXT MEETING**
- M. INTRODUCTION OF ORDINANCES** **TAB 6**
  - 1. **Ordinance 24-06** *an ordinance of the Northwest Arctic Borough Assembly adopting Chapter 12.24 of the Borough Code to establish background check requirements for law enforcement officers, and for related purposes.*
- N. RESOLUTIONS** **TAB 7**
  - 1. **Resolution 24-07** *a resolution of the Northwest Arctic Borough Assembly approving a firearms procedure manual for the Village Public Safety Officer Program, and for related purposes.*
  - 2. **Resolution 24-08** *a resolution of the Northwest Arctic Borough Assembly approving an expenditure of \$750,000 utilizing local assistance and tribal consistency funds to replace the Selawik School Fire Protection System, and for related purposes.*
  - 3. **Resolution 24-09** *a resolution of the Northwest Arctic Borough Assembly approving amendment of a professional services agreement with Deerstone Consulting LLC to provide administration and technical services*

*for the Borough Energy Department, and for related purposes.*

- O. OTHER BUSINESS**
- P. EXECUTIVE SESSION**
- Q. AUDIENCE COMMENTS**
- R. ASSEMBLY COMMENTS**
- S. MAYOR'S COMMENTS**
- T. ADJOURNMENT**

**TAB 8**





Northwest Arctic Borough Assembly  
Regular Meeting Minutes  
Tuesday, February 27, 2024 – 9:00 A.M.  
Assembly Chambers – Kotzebue, AK

**CALL TO ORDER**

President Hadley called the meeting to order at 9:00 A.M.

**INVOCATION/MOMENT OF SILENCE**

Member Swan provided an invocation.

**SAFETY MOMENT**

Member Armstrong mentioned weather cooling off, dress warmly; have appropriate gear when traveling with snow machine. Let someone know your plans. Thank you.

Member McConnell reminder of life safety, particularly fire safety; enlightened of devastating fire in Noorvik recently; encourage everyone make sure smoke detectors are operating. Borough just purchased ten-year batteries in them. Also, caution of boarded up windows is a death sentence; he calls on all the major organizations if we have windows in storage, please give to those that need.

**ROLL CALL/MEMBER EXCUSAL**

Assembly Members present at the time of roll call:

Austin Swan Sr.	Dood Lincoln Carr	Walter Sampson	Craig McConnell
Miles Cleveland Sr.	Derek Haviland-Lie	Delores Barr	Reid Magdanz
Elmer Armstrong Jr.	Nathan Hadley Jr.		

Excused

Raven Sheldon

Introduction of Staff and Guests

Dickie Moto Sr.	Clara Jones	Angie Sturm	Fritz Westlake
Noah Naylor	Matt Mead	Stella Snyder	Chris Hatch
Ingemar Mathiasson	Josephine Howarth	Margaret Hansen	Paulette Schuerch
Hiram Walker	Stella Atoruk		

**A quorum is present to conduct business. Member Barr motion to excuse Member Sheldon, seconded by Member Lincoln Carr; motion passed unanimously.**

**APPROVAL OF AGENDA**

Agenda presented for approval for February 27, 2024. Member Armstrong requests to add Arctic Encounters under other business for discussion. Member McConnell requested to add update discussion on AHFC Housing Grant and Northern Contractors who is doing the Elder repair maintenance. Member Lincoln Carr stated she requested through Mayor this morning and update of Covid numbers.

**Member Lincoln Carr motioned to approve as amended; Member Armstrong seconded; passed unanimously by roll call vote.**

## APPROVAL OF PREVIOUS MEETING MINUTES

January 23, 2024, minutes presented for approval.

***Vice President Sampson motion to approve, seconded by Member Magdanz; passed unanimously by roll call vote.***

## COMMUNICATION AND APPEARANCE

None presented.

## BOARDS, COMMISSIONS & COMMITTEES

**Budget, Audit & Finance** BAF Chair Magdanz provided a summary of the previous day. If any of the listening audience would like to hear a discussion, you're welcome to attend or call in on those meetings which are on Monday afternoon if you'd like to hear more.

**Financial Report** Borough Treasurer Sturm sends condolences to Pt. Hope and Noorvik; been a touch month. She provided a summary of the financial ending January 31, 2024. Member McConnell thank Treasurer Sturm for her good meaningful report. Reminder to all, if the Mine closes tomorrow as it stands, we'd have enough in savings for two years of operations unless we make cuts; select the most important services and extend.

The Finance Treasurer mentioned VIF had their meeting, just learned that they will receive minimum amount per agreement this year. Borough is preparing the FY25 budget, top of discussion is how are we going to make cuts knowing our economic future.

Member Lincoln Carr request Administration when you have further discussion of another possible review of the budget; to send them an email so they can have an idea of their priorities that they would like to see. Member McConnell asked about VIF savings of \$41M, what do we typically spend in a year on that program. Possibly seven years of sustainability at the current level.

President Hadley mentioned we have some news from Energy Coordinator Mathiasson. *Mr. Mathiasson called in from the tribal conference in San Diego; happy to announce that OCED is allowing \$55M grant to build all the solar arrays and heat pumps in the region. Together with Tanana Chiefs they will be doing a similar project. This will fully build the solar arrays and heat pumps for all communities except Kotzebue, in kind with NANA. Hopefully get the agreement by the next meeting.*

Member Magdanz congratulates everyone involved, federal monies coming into the region. He mentioned that this award would fund a large battery for KEA, which can carry the whole town of Kotzebue for a period. Member Lincoln Carr echo comments, hope the listening audience understands that we are seeking grants. Greatly appreciated. President Hadley echo comments, good news.

Member McConnell requested to clarify a few things; the heat pumps will offset how many gallons? This is great, a four-year project and we need to keep the monies in the area. The transmission line from Shungnak to Kobuk; will it include Shungnak to Ambler? This grant will pay for that? The Shungnak to Ambler?

## **PUBLIC HEARING, ENACTMENT OF ORDINANCES & EMERGENCY ORDINANCES**

1. **Ordinance 24-01** *an ordinance of the Northwest Arctic Borough Assembly approving a memorandum of agreement with the Alaska Municipal League to conduct the Alaska Energyshed Project, and for related purposes.*

Mayor Moto summarized Ordinance 24-01, recommend do pass. Member Magdanz encourages Administration as you work with the new organization, ensuring that we don't get too demonstrate and keep them going.

**Member Armstrong motion to enact Ordinance 24-01, seconded by Member Cleveland; motion passed unanimously by roll call vote.**

2. **Ordinance 24-02** *an ordinance of the Northwest Arctic Borough Assembly approving a professional services agreement with Deerstone Consulting, LLC for support services for the Selawik Rural Energy Pilot Program, and for related purposes.*

Public Services Director Jones summarized Ordinance 24-02, recommend do pass.

**Member Armstrong motion to enact Ordinance 24-02, seconded by Member Magdanz; motion passed unanimously by roll call vote.**

3. **Ordinance 24-03** *an ordinance of the Northwest Arctic Borough Assembly approving a professional services agreement with Deerstone Consulting, LLC for support services for the Regional Performance Optimization Program, and for related purposes.*

Community and Economic Development Director Westlake summarized Ordinance 24-03, recommend do pass.

**Member Armstrong motion to enact Ordinance 24-03, seconded by Vice President Sampson; motion passed unanimously by roll call vote.**

4. **Ordinance 24-04** *an ordinance of the Northwest Arctic Borough Assembly approving a professional services agreement with KUNA Engineering to develop Climate Action Plans for Borough Tribes, and for related purposes.*

Community and Economic Development Director Westlake summarized Ordinance 24-04, recommend do pass.

**Member Armstrong motion to enact Ordinance 24-04, seconded by Member Magdanz; motion passed by unanimously by roll call vote.**

President Hadley reminded the Assembly of the APOC, turn in a timely manner. Member Lincoln Carr stated that Member Haviland Lie asked if the heat pumps are for all homes or just low income or elders. President Hadley reminds the Assembly to chime in if you have questions.

## **ASSEMBLY REPORTS**

Member Magdanz mentioned he attends portions of the State Board of Game meeting here in Kotzebue at the end of January. They were considering changes to caribou hunting, regulations, state caribou hunting regulations in our region. For those who haven't heard they changed regulations for the coming years, 15 caribou per year and one of those a cow. Federal Subsistence Board is scheduled to meet this Spring to consider the same thing. Also, they put a cap on number of non-resident hunting permits for this region which is 300 at this time. Magdanz shared the budget retreat; we need to start making cuts now. Our consultants and advisors are clear, in best case scenario if you

support Upper Kobuk; we are looking at three to ten years where there is no significant mining revenue coming into Borough. Thank you, important stuff happening.

Mayor Moto asked when the regulations were going to affect. President Hadley asked how many hunters came before putting the cap. Member Armstrong asked if Unit 23 was the only one that got regulated with the changes.

*Member Cleveland mentioned he attended the Retreat in Anchorage, along with ICC meeting. Also, AIDEA asked him to attend the No Road meeting; mentioned a rally opposing. He saw representatives stating they represent Ambler; he doesn't even know them. Still going forward, hopefully at the end something they desire to have, development is needed and he believes every community should support if Red Dog goes.*

Member McConnell mentioned he was in Anchorage recently and ran into this group; had wondered why Borough wasn't involved in those discussions. Regarding water and sewer in the villages, heard there is \$120M infrastructure monies available from Congress. He contacted Mr. Cox to ensure applying although learned Buckland and Deering apparently work directly with Village Safe Water. Also, learned that the best practice criteria will no longer be used; if you score high then you score high on the grant application.

Member Armstrong also attended the retreat, good discussions. Attended AML winter conference in Juneau, good reports. On the way home he learned school districts wanted 1400 for BSA, legislative approve 680, good conference.

Member Lincoln Carr also attended the retreat, good interaction with Jonathan King much needed to tighten belts. Although when Assembly share about attending AML or Arctic Encounter or lobbying she believes they do a great job lobbying, makes a difference. Thankful for the VPSO program, with staff and administration making strides. Thank you, President, and Mayor.

President Hadley also attended AML; at one point they asked about school funding; appreciates Member McConnell's input on school funding. Described some of the issues and Selawik fire panel is down.

Break observed at 10:04 A.M., reconvened at 10:19 A.M.

### **MAYOR'S REPORT**

Mayor Moto mentioned staff been busy, number of resolutions and ordinances. With Selawik School having no working fire alarm system there are affects 30 staff and 270 students. Working hard to fund \$750,000.00 through grant funds, the school applied although with no guarantee. The Finance Treasurer mentioned the School Board informed Borough they hired a fire monitor. The monies will be used from a \$3M grant which was set aside for other things.

Northwest Arctic Borough School Board President Margaret Hansen mentioned that they have monies set aside for emergencies but depleting. If they had to pay for the alarm system, then they wouldn't be able to move forward with Deering School design which is five on the list for funding. They understand Senate Bill 140 is moving along, Governor

has 15 days to veto or cut out of budget; statements made he wasn't happy with final bill. NWABSD President stated they are working on \$14M cuts, seeking grants currently.

Mayor Moto provided numbers for Covid, five cases (2 Kotzebue, 1 Deering, 1 Kobuk and 1 Ambler) in the area; be safe. Community and Economic Development Director Westlake provided an update of recent activities. Next deadline for summer semester will be June 15<sup>th</sup>. Next VIF meeting is scheduled for April 15-16, 2024, here in Kotzebue. He thanks all the partners for matching requirements for the grant Mr. Mathiasson mentioned.

Thankful for the Mayor's support, we've come a long way after lobbying in DC. Once we have an inter-tie between Ambler and Shungnak then we'd be able to go for hydroponics which would be a big plus. Member Armstrong asked if been in contact with the villages on the mechanics of becoming an IPP.

Member McConnell raised concern of the heat pumps when installed and reducing fuel consumption; what is that going to do to the electricity bill. What is the plan? Also, Sulianich is under Economic Development, learned at the retreat that we subsidize them at \$178,000.00 a year but have \$1.2M in reserves which don't make sense to him. He is advocating for them to become independent since facing budget cuts.

Public Services Director Jones provided a summary of recent activities. Just got an update on Northern Contractors; they had a couple weeks to resolve due to legal issues. Northern Contractors have subcontracted with Buck Wild Service and Construction; the first village will be Noatak as they have forty homes.

Member McConnell mentioned he got an update from Maniilaq this morning regarding the homeless shelter. A payment request for insurance has been submitted for review, once cut then should open soon. On the agenda is an update discussion for Elder boiler maintenance project, Director Jones just reported on it; do we discuss separately or does this suffice? Glad the program is moving again and looks like Noatak is the first village.

Member Lincoln Carr echo comments, glad great to work with a subcontractor. Thankful for moving forward on the homeless, appreciate volunteers and participating organizations.

Public Safety Director Hatch provided some updates on recent activities. Currently have five VPSO, been in Kiana, Shungnak, Ambler and Deering over the last month. Five people on background checks, three of whom are getting a start date soon. Member Lincoln Carr thankful for continuously working on public safety. Member Haviland Lie recommend to list where the VPSO are stationed in the written report.

Planning Director Naylor mentioned that this is a fun dynamic, can debate issues with veracity, celebrate our victories and laugh about it. He summarized his written report. Currently soliciting letters of interest for the commission. Member Magdanz asked about big commercial fisheries moving north, heard concerns from the community about impacts on our marine mammals. Is that being tracked?



Member Lincoln Carr mentioned she been following Axel Moses' posts on trollers, how damaging it is on the villages. Glad to hear administration being involved, disappointed an organization didn't help him. Member Armstrong believes there is an invisible moratorium line we need to hold, if they fish, they will devastate our lifestyle that live off the fish.

On another note, President Hadley suggest that we follow North Slope Borough's fine policy for hunters. He had wondered why the outside hunters go through this area.

Member McConnell asked Legal Mead about CDQ Program in Bering Straits and further south; if the fisheries move North then would that move too and benefit the region? Member Armstrong believes that we should lobby with DC, we should be able to take advantage of.

Mayor Moto suggested having a fishing or subsistence committee, our needs are coming, food jeopardy. Possibly form a committee through the Assembly to support our people. Member Lincoln Carr asked Legal Mead if we can have subsistence/taxation so don't have to create a whole new one. He stated that Lands/Resources addresses subsistence and food security issues. President Hadley mentioned he took off subsistence when they weren't meeting.

#### **TIME & PLACE OF NEXT MEETING**

March 25, 2024, budget, audit and finance/work session and regular meetings on March 26, 2024. President Hadley stated he will call in for that from Nome, he will be attending Reindeer Herders Association. Hopefully Vice President Sampson will be back, although he stated he may be on crutches.

#### **INTRODUCTION OF ORDINANCES**

1. **Ordinance 24-05** *an ordinance of the Northwest Arctic Borough Assembly amending Chapter 12.08 of the Borough Code to update the Public Safety Commission Code, and for related purposes.*

Public Services Director Jones summarized Ordinance 24-05, recommend do pass.

**Member Lincoln Carr motion to approve Ordinance 24-05, seconded by Member Armstrong; motion passed by unanimously by roll call vote.**

#### **RESOLUTIONS**

1. **Resolution 24-01** *a resolution of the Northwest Arctic Borough Assembly approving and adopting updated policies and procedures for the Village Improvement Commission.*

Village Improvement Fund Coordinator Josephine Howarth summarized Resolution 24-01, recommend do pass.

**Member Armstrong motioned to approve Resolution 24-01, seconded by Member Swan; motion passed unanimously by roll call vote.**

2. **Resolution 24-02** *a resolution of the Northwest Arctic Borough Assembly approving a Village Improvement application from the City of Shungnak for a Heat Recovery Project, and for related purposes.*

VIF Coordinator Howarth summarized Resolution 24-02, recommend do pass.

**Member Lincoln Carr motion to approve Resolution 24-02, seconded by Member Armstrong; motion passed unanimously by roll call vote.**

3. **Resolution 24-03** *a resolution of the Northwest Arctic Borough Assembly approving a Village Improvement Fund application from Ipnatchiaq Electric Company for a Riser Pole Upgrade Project, and for related purposes.*

VIF Coordinator Howarth summarized Resolution 24-03, recommend do pass.

**Member Swan motioned to approve Resolution 24-03, seconded by Member Armstrong; motion passed unanimously by roll call vote.**

4. **Resolution 24-04** *a resolution of the Northwest Arctic Borough Assembly approving a Village Improvement Fund application from the Native Village of Kotzebue for the Nikaitchuat Ilisavgvait Immersion School.*

VIF Coordinator Howarth summarized Resolution 24-04, recommend do pass. Member Lincoln Carr requested to abstain from this due to sitting on Tribal Council. Member McConnell also requested due to preliminary discussions with IRA about property acquisition.

Member Magdanz requested an update from Native Village of Kotzebue if any information may have changed since presented through the packet. Where do we stand? Treasurer Margaret Hansen stated they are seeking other options, not changed to find a new school for the kids. Still moving forward.

Ms. Schuerch thanked the Assembly for approving this and can't wait to invite you to the grand opening.

**Member Magdanz motioned to approve Resolution 24-04, seconded by Member Armstrong; motion passed by majority with Lincoln Carr and McConnell abstaining.**

5. **Resolution 24-05** *a resolution of the Northwest Arctic Borough Assembly approving a Village Improvement Fund application from OTZ Telephone Cooperative, Inc., for grave digging equipment.*

VIF Coordinator Howarth summarized Resolution 24-05, recommend do pass. Member Armstrong mentioned each of us should reach out to the tribal or city government to get same benefit as this.

**Member Lincoln Carr motioned to approve Resolution 24-05, seconded by Vice President Sampson; motion passed unanimously by roll call vote.**

6. **Resolution 24-06** *a resolution of the Northwest Arctic Borough Assembly approving a memorandum of understanding with the City of Kotzebue for reimbursement of emergency response service costs for the Swan Lake Loop water main failure and attendant water and sewer residential service line failure/freeze-ups, and for related purposes.*

Legal Mead summarized Resolution 24-06, after yesterday's meeting the changes have been made. The State of Alaska has declared a disaster, and these funds will be reimbursed. Member Haviland Lie asked Legal Mead since he sits on City Council do he abstain?

Member Swan mentioned he is anxious to go forward, concerns health of children.

**Member Swan motioned to approve Resolution 24-06, seconded by Member Lincoln Carr; motion passed by majority with Haviland Lie abstaining.**

### **OTHER BUSINESS**

Member Armstrong mentioned Arctic Encounters is April 10-12, 2024; leave up to President Hadley on whom would like to attend. Member Lincoln Carr asked if contact both President and Clerk?

Member McConnell mentioned AHFC Grant, we were meeting frequently although there was an emergency, and this got dropped. He would like to ensure it moves forward even if City isn't active in discussion.

Member McConnell mentioned for the Northern Contractors all his questions were answered during the Mayor's report.

### **EXECUTIVE SESSION**

No executive session was held.

### **AUDIENCE COMMENTS**

Stella Snyder stated with the basketball tournament coming up, there have been reports of open water all over. People traveling with snow machines are safe when she worked at KOTZ she advocates for safety.

### **ASSEMBLY COMMENTS**

*Member Haviland Lie thank you for all your hard work. He was able to attend AML last week through Borough, back in Juneau again this week.*

*Member Cleveland mentioned good meeting again. Let's continue praying for Pt, Hope and the North Slope Region.*

*Member Sampson thank you for good meeting. Thank you to BAF Chair Magdanz and President Hadley for running the meeting the past couple days. To OTZ Telephone, Harold Lambert, Mr. Smith, and Jade Greene will look forward to new equipment. Thank you for making time to help with the burial.*

Member McConnell mentioned Stella reminds him; specifically for the State tournament, last year there were so many complaints about the concession prices. He would encourage others to buy at Walmart and put them on your body; they won't body search.

Member Magdanz mentioned tough month for people, condolences to Noorvik and Pt. Hope. Reminder to everyone, have respect and kindness when times are tough.

Member Lincoln Carr thanked Mayor and staff for the good two days of meetings. Thankful for administration being part of the disaster in Kotzebue; thank everyone involved of the Swan Lake Loop freeze up. Grateful for funds that were sought. Thankful for village initiative funds that are granted. About school activities and ballgames coming up.



We learned vape pens were being flushed down the school toilets that burned up the pumps. Parents, those of you that know your kids use them, we need to stop selling them to kids. Another thing, be careful traveling when coming for tournament. Also, it's time we all know who is selling drugs and alcohol to minor and whomever; report them. Thank Borough for the work we are doing, let's continue to support each other.

Member Armstrong mentioned good meetings, good discussions. Condolences to those that lost loved ones. Thank you to Administration and Assembly, let's keep moving forward.

Member Swan provided an update of Kivalina. Teck Project has been working on the water issue; in preparation for upgrading the water treatment plant. Getting ready for replenishment of the water tank Springtime. Thank you.

Member Barr echoes everyone's comments, been good two days of meetings. Express sincere condolences to those that lost loved ones. Thank administration for work being done. Hope to continue prioritizing so can move forward.

President Hadley thank Mayor Moto for work, good news for Selawik fire system. Thank you to staff, good news today with the grant.

#### **MAYORS COMMENTS**

Mayor Moto is thankful to be here and working with the Assembly, good two-day meeting. He expressed his gratitude to the staff for their work. Reminder of APOC deadline coming up. Condolences to those that lost loved ones in Noorvik, Pt. Hope and Kotzeube. Thankful for people helping out the families.

#### **ADJOURNMENT**

Member Lincoln Carr motion to adjourn, seconded by Member Swan at 11:59 A.M.

Northwest Arctic Borough

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February 29, 2024

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General Fund Rev/Exp-Caselle Report (pgs 1-9)	Caselle
VIF Revenue and Expenditures-Caselle Report (pgs 10-12)	Caselle

Northwest Arctic Borough  
**Balance Sheet**  
February 29, 2024

	General Fund	Contingency Reserve	Sustainability	TOTAL	VIF
General Fund & VIF Balance Sheets					
PILT Receivables	-	-	-	-	4,000,000
Tobacco Receivable	44,266	-	-	44,266	-
Interest Receivable	101,359	15,417	6,254	123,030	32,810
Cash and Investments	42,191,030	-	-	42,191,030	41,580,688
Contingency Reserve	-	9,635,858	-	9,635,858	-
Sustainability Investment	-	-	52,514,403	52,514,403	-
Due from other funds	1,105,552	348,725	4,061,033	5,515,310	-
Prepaid Expenses	15,468	-	-	15,468	-
<b>Total Assets</b>	<b>43,457,675</b>	<b>10,000,000</b>	<b>56,581,690</b>	<b>110,039,365</b>	<b>45,613,498</b>
Liabilities					
Accounts Payable	-	-	-	-	11,052
Payroll related liabilities	815,975	-	-	815,975	-
Due to other funds	10,311,567	-	-	10,311,567	-
<b>Total Liabilities</b>	<b>11,127,542</b>	<b>-</b>	<b>-</b>	<b>11,127,542</b>	<b>11,052</b>
Fund Balance					
Nonspendable	15,468	-	-	15,468	-
Financial Contingency Reserve	-	10,000,000	-	10,000,000	-
Sustainability Investment	-	-	-	-	33,782,608
Assigned to Public Services	-	-	56,581,690	56,581,690	-
Undesignated/Unreserved	32,314,665	-	-	32,314,665	11,819,838
<b>Total Fund Balance</b>	<b>32,330,133</b>	<b>10,000,000</b>	<b>56,581,690</b>	<b>98,911,823</b>	<b>45,602,446</b>
<b>Total Liabilities and Fund Balance</b>	<b>43,457,675</b>	<b>10,000,000</b>	<b>56,581,690</b>	<b>110,039,365</b>	<b>45,613,498</b>
	-	-	-	-	-
	-	-	-	-	-

Northwest Arctic Borough  
**General Fund Revenue and Expenditure Totals**  
February 29, 2024

Revenue (alphabetical order)	Actual	Budget	% Remaining
Community Revenue Sharing	410,709	335,415	-22%
Federal PILT Revenue	-	1,100,062	100%
Indirect Cost Recovery	53,282	80,000	33%
Investment Earnings Available For Ops	916,768	300,000	-206%
Land Permit Revenue	-	14,000	100%
Miscellaneous Revenue	93,979	75,000	-25%
NWABSD Land Lease	2,131,953	4,263,906	50%
PILT Revenue	7,500,000	25,000,000	70%
Tobacco & Marijuana Excise Tax	123,613	600,000	79%
<b>TOTAL Revenue</b>	<b>11,230,304</b>	<b>31,768,383</b>	<b>35%</b>
Expenditures (alphabetical order)			
Administration & Finance	762,986	1,171,273.00	35%
Assembly	646,594	2,155,502.00	70%
Community & Economic Dev. Commission	11,289	25,669.00	56%
Community & Economic Development	923,671	3,547,898.00	74%
Local Education Contribution	3,322,556	6,645,111.00	50%
Mayor's Office	748,185	1,492,414.00	50%
Planning & Community	153,058	909,047.00	83%
Planning Commission	4,498	36,803.00	88%
Public Safety Dept	600,646	1,369,109.00	56%
Public Safety Commission	16,831	25,592.00	34%
Public Services	912,795	1,571,678.00	42%
Transfer out - Bond Debt Service	243,725	1,649,513.00	85%
Transfer out - Investment Contribution	-	7,500,000.00	100%
Legal Reserve	-	-	N/A
Transfer out - Sulianich	-	28,500.00	100%
Water and Sewer Subsidy	1,585,654	2,450,000.00	35%
<b>TOTAL Expenditures</b>	<b>9,932,488</b>	<b>30,578,109.00</b>	<b>68%</b>
<b>Revenues less Expenditures</b>	<b>1,297,816</b>		

Northwest Arctic Borough  
**Village Improvement Fund Revenue and Expenditure Totals**  
 February 29, 2024

Revenue	Actual	Budget	% Remaining
Revenue	4,000,000	4,000,000.00	0%
Investment Earnings Avail for Operations	267,501	100,000.00	-168%
Investment Earnings/(Loss) Restricted*	2,291,252	-	
<b>TOTAL Revenue</b>	<b>6,558,753</b>	<b>4,100,000.00</b>	<b>-60%</b>

*\*Note the Investment Earnings Restricted are not available for operations. They are reinvested as part of the Sustainability Goals.*

Expenditures (alphabetical order)

Admin-Salaries and Benefits	125,751	229,940.00	45%
Admin-Travel	44,411	88,500.00	50%
Admin-Meeting Costs	36,041	40,000.00	10%
Admin-Supplies & Fees	19,431	27,500.00	29%
Admin-Consultants & Legal	16,253	67,000.00	76%
Ambler	6,405		
Buckland	207,052		
Deering	156,950		
Kiana	164,308		
Kivalina	1,003,681		
Kobuk	1,973,017		
Kotzebue	580,000		
Noatak	-		
Noorvik	-		
Selawik	250,000		
Shungnak	-		
<b>Total Operational Expenditures</b>	<b>241,887</b>	<b>452,940</b>	<b>47%</b>

The budgets for project spending are tracked on a multi-year basis. Comparing budgets in this single year financial will not work.

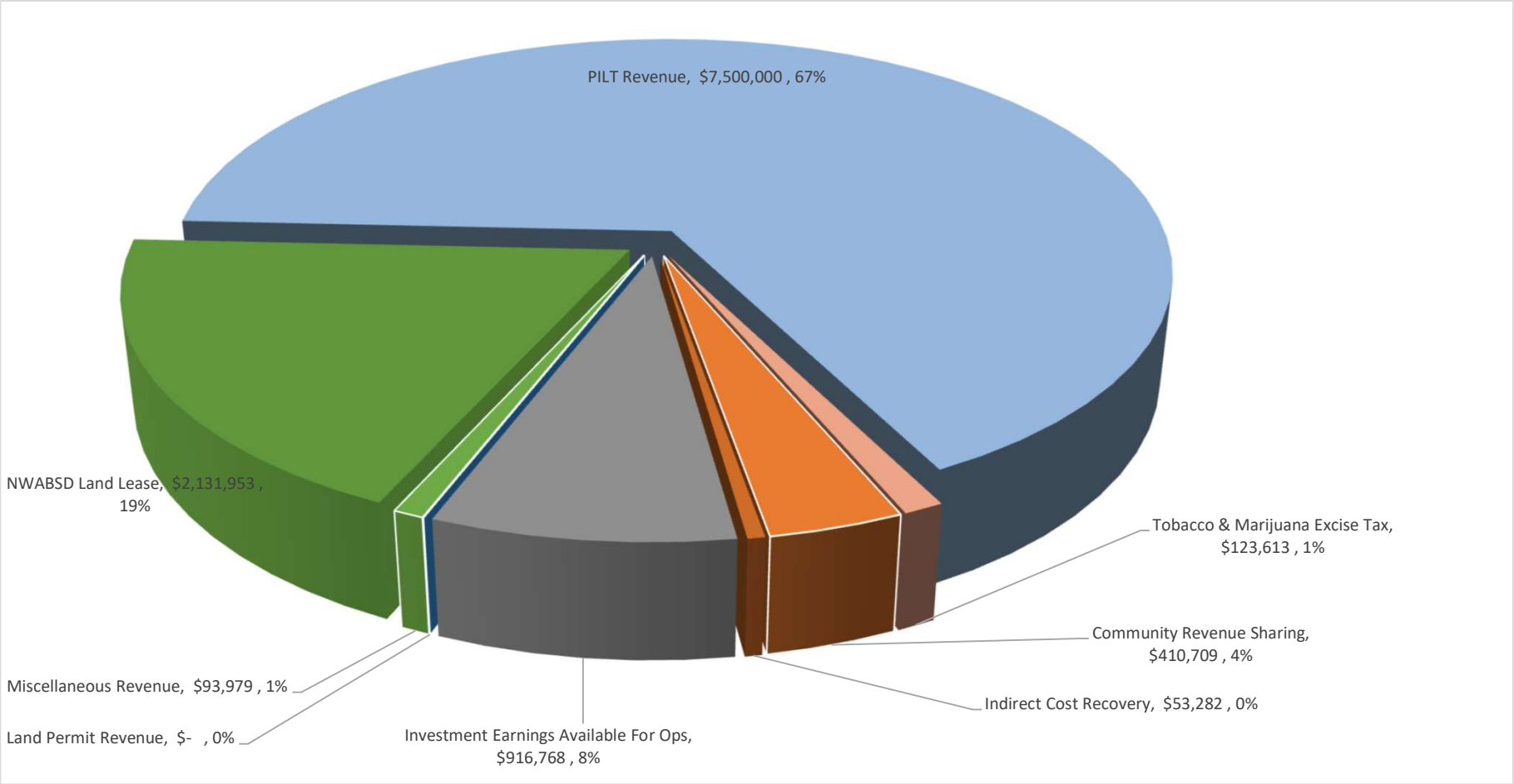
**TOTAL Expenditures** **4,583,300**

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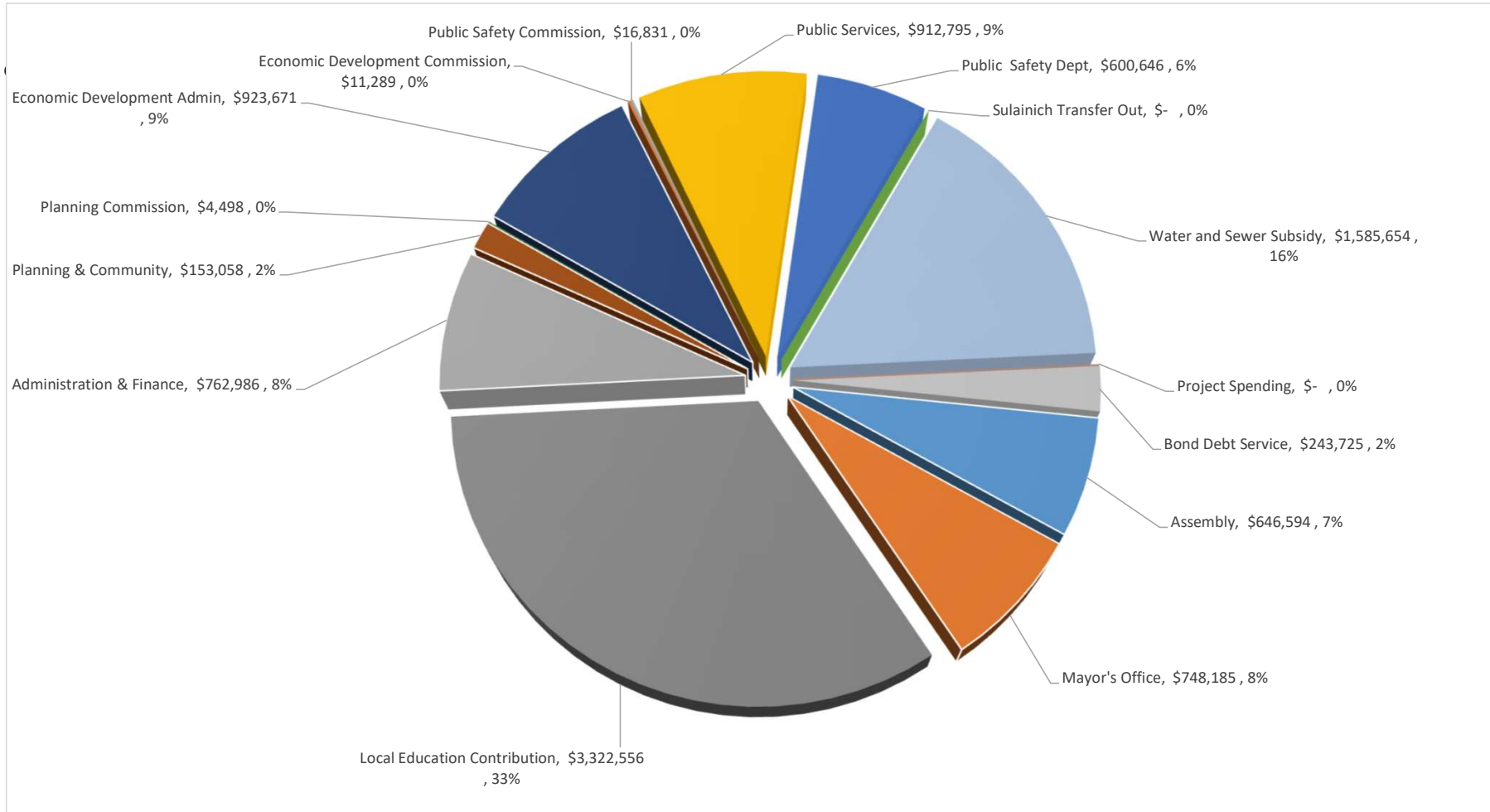
**Revenues less Expenditures** **1,975,453**

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Northwest Arctic Borough  
General Fund Year-to-date Revenues  
February 29, 2024



**Northwest Arctic Borough  
General Fund Year-to-date Expenditures  
February 29, 2024**



Northwest Arctic Borough  
Cash and Investment Report  
February 29, 2024

Institution	General Fund Accounts	Face Value of Investment	% of Total
Wells Fargo	Main GF Checking	\$ 9,854,602	23%
Wells Fargo	Checking-Sulianich	\$ 1,445,661	3%
Wells Fargo	Money Market Trust for GO Bonds	\$ 6,446,253	15%
AMLIP	AMLIP	\$ 24,436,297	58%
AMLIP	NAB CARES	\$ 567	0%
Merrill Lynch	Investment in Teck Stock	\$ 8,217	0%
<b>Total General Fund Operating Accounts</b>		<b>\$ 42,191,597</b>	<b>100%</b>

Institution	GF Contingency Reserve Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 2,664,332	28%	
APCM	Fixed Income	\$ 6,511,793	68%	
APCM	Cash and Cash Equivalents	\$ 459,733	5%	
<b>Total GF Contingency Reserve Portfolio</b>		<b>\$ 9,635,858</b>	<b>100%</b>	<b>\$ 366,921</b>

Institution	Sustainability Fund Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 21,305,004	41%	
APCM	Fixed Income	\$ 29,623,846	56%	
APCM	Cash and Cash Equivalents	\$ 1,585,553	3%	
<b>Total GF Sustainability Portfolio</b>		<b>\$ 52,514,403</b>	<b>100%</b>	<b>\$ 2,493,641</b>

Institution	VIF Accounts	Face Value of Investment	% of Total
Wells Fargo	VIF Checking	\$ 857,717	11%
AMLIP	VIF AMLIP	\$ 6,940,362	89%
<b>Total VIF Operating Accounts</b>		<b>\$ 7,798,079</b>	<b>100%</b>

Institution	VIF Sustainability Portfolio	Fair Market Value of Investment	% of Total	Unrealized Gain Included in FMV
APCM	Equities	\$ 13,705,574	41%	
APCM	Fixed Income	\$ 19,057,384	56%	
APCM	Cash and Cash Equivalents	\$ 1,019,650	3%	
<b>Total VIF Sustainability Portfolio</b>		<b>\$ 33,782,608</b>	<b>100%</b>	<b>\$ 2,296,317</b>

**Total Borough Cash and Investments**

**\$ 145,922,545**



NORTHWEST ARCTIC BOROUGH  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SOURCE 00</u>					
01-00-4000-00	PILT REVENUE	.00	7,500,000.00	25,000,000.00	17,500,000.00 30.0
01-00-4010-00	FEDERAL PILT REVENUE	.00	.00	1,100,062.00	1,100,062.00 .0
01-00-4020-00	NWABSD LAND LEASE	.00	2,131,953.00	4,263,906.00	2,131,953.00 50.0
01-00-4050-00	TOBACCO EXCISE TAX REVENUE	.00	109,869.06	540,000.00	430,130.94 20.4
01-00-4075-00	MARIJUANA EXCISE TAX REVENUE	.00	13,744.12	60,000.00	46,255.88 22.9
01-00-4099-00	MISCELLANEOUS REVENUE	.00	93,979.22	75,000.00	( 18,979.22) 125.3
01-00-4220-00	SOA COMMUNITY ASSIST PROGRAM	.00	410,709.43	335,415.00	( 75,294.43) 122.5
01-00-4400-00	INDIRECT COST RECO PROGRAM	.00	53,282.15	80,000.00	26,717.85 66.6
01-00-4550-00	INVESTMENT INC. AVAIL. FOR OPS	106,873.22	916,767.60	300,000.00	( 616,767.60) 305.6
01-00-4600-00	LAND PERMIT REVE PROGRAM	.00	.00	14,000.00	14,000.00 .0
	TOTAL SOURCE 00	106,873.22	11,230,304.58	31,768,383.00	20,538,078.42 35.4
	TOTAL FUND REVENUE	106,873.22	11,230,304.58	31,768,383.00	20,538,078.42 35.4

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
01-00-6390-00 BANK FEES	.00	( 35.00)	.00	35.00	.0
01-00-9001-00 TRANS OUT-SULIANICH	.00	.00	28,500.00	28,500.00	.0
01-00-9002-00 TRANS OUT-INVEST/SUSTAIN	.00	.00	7,500,000.00	7,500,000.00	.0
01-00-9003-00 TRANS OUT-BOND DEBT	.00	243,725.00	1,649,513.00	1,405,788.00	14.8
01-00-9004-00 TRANSFER OUT - LOCAL ED	.00	3,322,555.50	6,645,111.00	3,322,555.50	50.0
01-00-9005-00 CREDIT CARD CLEARING ACCOUNT	5,069.31	23,837.17	.00	( 23,837.17)	.0
01-00-9007-00 WATER & SEWER SUBSIDY	.00	.00	2,450,000.00	2,450,000.00	.0
<b>TOTAL DEPARTMENT 00</b>	<b>5,069.31</b>	<b>3,590,082.67</b>	<b>18,273,124.00</b>	<b>14,683,041.33</b>	<b>19.7</b>

ASSEMBLY

01-01-6000-00 SALARIES	13,700.96	140,019.70	192,461.00	52,441.30	72.8
01-01-6010-00 WAGES, TEMPORARY	52.50	8,265.00	20,000.00	11,735.00	41.3
01-01-6110-00 FICA	1,725.64	12,945.61	25,741.00	12,795.39	50.3
01-01-6111-00 SOA ESC	237.94	1,187.61	5,305.00	4,117.39	22.4
01-01-6115-00 MEDICAL	.00	23,460.06	316,267.00	292,806.94	7.4
01-01-6120-00 WORKER'S COMP	18.88	299.96	.00	( 299.96)	.0
01-01-6125-00 PERS	3,641.77	32,948.44	58,313.00	25,364.56	56.5
01-01-6210-00 AIR TRANSPORTATION	7,374.70	36,643.96	110,000.00	73,356.04	33.3
01-01-6220-00 GROUND TRANSPORTATION	1,993.14	10,412.02	18,000.00	7,587.98	57.8
01-01-6230-00 LODGING	9,380.04	75,225.23	95,000.00	19,774.77	79.2
01-01-6240-00 MEETING FEES	19,950.00	145,720.00	250,000.00	104,280.00	58.3
01-01-6250-00 PER DIEM	5,346.00	40,833.27	65,000.00	24,166.73	62.8
01-01-6320-00 PRINTING & PUBLICATIONS	.00	171.50	33,000.00	32,828.50	.5
01-01-6370-00 DUES & SUBSCRIPTIONS	1,273.00	9,096.10	35,000.00	25,903.90	26.0
01-01-6399-00 MISCELLANEOUS	411.28	8,080.42	17,000.00	8,919.58	47.5
01-01-6400-00 CONSULTANTS	.00	.00	15,000.00	15,000.00	.0
01-01-6450-00 LEGAL	.00	.00	50,000.00	50,000.00	.0
01-01-6820-00 ASSEMBLY RETREAT	6,039.36	10,155.36	40,000.00	29,844.64	25.4
01-01-7000-00 REVENUE SHARING GRANTS	.00	.00	335,415.00	335,415.00	.0
01-01-7050-00 CHARITABLE DONATIONS	.00	75,000.00	450,000.00	375,000.00	16.7
01-01-7200-00 ELECTION EXPENSE	.00	16,129.49	24,000.00	7,870.51	67.2
<b>TOTAL ASSEMBLY</b>	<b>71,145.21</b>	<b>646,593.73</b>	<b>2,155,502.00</b>	<b>1,508,908.27</b>	<b>30.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>MAYOR'S OFFICE</u>					
01-02-6000-00 SALARIES	23,483.00	212,182.02	377,601.00	165,418.98	56.2
01-02-6110-00 FICA	337.89	3,616.16	5,785.00	2,168.84	62.5
01-02-6111-00 SOA ESC	406.26	1,599.33	6,243.00	4,643.67	25.6
01-02-6115-00 MEDICAL	.00	3,609.24	97,313.00	93,703.76	3.7
01-02-6120-00 WORKER'S COMP	121.58	1,378.03	.00	( 1,378.03)	.0
01-02-6125-00 PERS	5,166.26	44,705.60	81,972.00	37,266.40	54.5
01-02-6210-00 AIR TRANSPORTATION	371.00	41,306.53	28,000.00	( 13,306.53)	147.5
01-02-6220-00 GROUND TRANSPORTATION	795.45	6,716.44	9,000.00	2,283.56	74.6
01-02-6230-00 LODGING	1,594.74	15,715.50	20,000.00	4,284.50	78.6
01-02-6250-00 PER DIEM	1,386.00	11,484.00	13,000.00	1,516.00	88.3
01-02-6300-00 SUPPLIES	6,854.57	15,936.53	22,000.00	6,063.47	72.4
01-02-6370-00 DUES & SUBSCRIPTIONS	.00	1,862.16	8,000.00	6,137.84	23.3
01-02-6380-00 TRAINING	200.00	1,758.96	8,000.00	6,241.04	22.0
01-02-6399-00 MISCELLANEOUS	3,204.86	13,783.28	20,000.00	6,216.72	68.9
01-02-6400-00 CONSULTANTS	.00	74,241.72	180,500.00	106,258.28	41.1
01-02-6450-00 LEGAL	14,705.47	95,594.56	235,000.00	139,405.44	40.7
01-02-6825-00 NW LEADERSHIP TEAM	.00	.00	20,000.00	20,000.00	.0
01-02-6830-00 ARCTIC ISSUES	.00	.00	20,000.00	20,000.00	.0
01-02-7050-00 CHARITABLE DONATIONS	9,861.21	83,829.67	140,000.00	56,170.33	59.9
01-02-7600-00 EMERGENCY DISASTER RELIEF	.00	.00	200,000.00	200,000.00	.0
01-02-7600-01 ABL EMERGENCY DISASTER RELIEF	.00	8,661.60	.00	( 8,661.60)	.0
01-02-7600-04 IAN EMERGENCY DISTASTER RELIEF	.00	25,000.00	.00	( 25,000.00)	.0
01-02-7600-06 OBU EMERGENCY DISTASTER RELIEF	.00	1,358.00	.00	( 1,358.00)	.0
01-02-7600-07 OTZ EMERGENCY DISTASTER RELIEF	34,540.82	34,540.82	.00	( 34,540.82)	.0
01-02-7600-10 WLK EMERGENCY DISTASTER RELIEF	8,615.74	49,304.47	.00	( 49,304.47)	.0
<b>TOTAL MAYOR'S OFFICE</b>	<b>111,644.85</b>	<b>748,184.62</b>	<b>1,492,414.00</b>	<b>744,229.38</b>	<b>50.1</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION &amp; FINANCE</u>					
01-03-6000-00 SALARIES	23,865.92	217,849.73	338,873.00	121,023.27	64.3
01-03-6110-00 FICA	424.83	3,781.05	7,914.00	4,132.95	47.8
01-03-6111-00 SOA ESC	412.90	1,277.59	4,539.00	3,261.41	28.2
01-03-6115-00 MEDICAL	.00	5,413.86	72,985.00	67,571.14	7.4
01-03-6120-00 WORKER'S COMP	18.20	32.64	.00	( 32.64)	.0
01-03-6125-00 PERS	4,961.76	45,645.07	74,552.00	28,906.93	61.2
01-03-6210-00 AIR TRANSPORTATION	608.38	3,433.78	12,000.00	8,566.22	28.6
01-03-6220-00 GROUND TRANSPORTATION	.00	206.68	2,500.00	2,293.32	8.3
01-03-6230-00 LODGING	498.00	6,071.04	14,000.00	7,928.96	43.4
01-03-6250-00 PER DIEM	495.00	2,376.00	8,910.00	6,534.00	26.7
01-03-6300-00 SUPPLIES	3,906.80	10,671.29	28,000.00	17,328.71	38.1
01-03-6310-00 POSTAGE AND FREIGHT	1,114.67	8,885.74	15,000.00	6,114.26	59.2
01-03-6320-00 PRINTING & PUBLICATIONS	187.17	2,367.04	30,000.00	27,632.96	7.9
01-03-6330-00 UTILITIES	11,784.00	52,236.98	100,000.00	47,763.02	52.2
01-03-6340-00 TELEPHONE	1,062.83	14,648.62	44,000.00	29,351.38	33.3
01-03-6365-00 GAS & OIL EXPENSE	1,504.12	8,434.41	28,000.00	19,565.59	30.1
01-03-6370-00 DUES & SUBSCRIPTIONS	179.03	3,183.37	5,000.00	1,816.63	63.7
01-03-6380-00 TRAINING	.00	.00	5,000.00	5,000.00	.0
01-03-6390-00 JANITORIAL EXPENDITURE	3,000.00	21,602.79	30,000.00	8,397.21	72.0
01-03-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	7,361.95	105,727.62	200,000.00	94,272.38	52.9
01-03-6600-00 INSURANCE	.00	225,338.79	150,000.00	( 75,338.79)	150.2
<b>TOTAL ADMINISTRATION &amp; FINANCE</b>	<b>61,385.56</b>	<b>739,184.09</b>	<b>1,171,273.00</b>	<b>432,088.91</b>	<b>63.1</b>
<u>PLANNING &amp; COMMUNITY</u>					
01-05-6000-00 SALARIES	9,384.30	96,788.02	309,486.00	212,697.98	31.3
01-05-6110-00 FICA	134.76	1,395.56	4,922.00	3,526.44	28.4
01-05-6111-00 SOA ESC	162.35	622.33	4,807.00	4,184.67	13.0
01-05-6115-00 MEDICAL	.00	3,609.24	72,985.00	69,375.76	5.0
01-05-6120-00 WORKER'S COMP	72.26	476.49	.00	( 476.49)	.0
01-05-6125-00 PERS	2,064.55	21,293.37	66,547.00	45,253.63	32.0
01-05-6210-00 AIR TRANSPORTATION	.00	374.20	13,200.00	12,825.80	2.8
01-05-6220-00 GROUND TRANSPORTATION	246.43	246.43	3,600.00	3,353.57	6.9
01-05-6230-00 LODGING	375.18	1,715.82	10,000.00	8,284.18	17.2
01-05-6250-00 PER DIEM	.00	891.00	10,500.00	9,609.00	8.5
01-05-6300-00 SUPPLIES	.00	1,978.32	10,000.00	8,021.68	19.8
01-05-6370-00 DUES & SUBSCRIPTIONS	.00	.00	3,000.00	3,000.00	.0
01-05-6400-00 CONSULTANTS	.00	16,167.58	250,000.00	233,832.42	6.5
01-05-7120-00 PLANNING GRANTS	.00	7,500.00	75,000.00	67,500.00	10.0
01-05-7400-00 TITLE 9 MONITORING	.00	.00	75,000.00	75,000.00	.0
<b>TOTAL PLANNING &amp; COMMUNITY</b>	<b>12,439.83</b>	<b>153,058.36</b>	<b>909,047.00</b>	<b>755,988.64</b>	<b>16.8</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PLANNING COMMISSION</u>					
01-06-6110-00 FICA	.00	114.78	1,163.00	1,048.22	9.9
01-06-6210-00 AIR TRANSPORTATION	.00	1,341.00	10,200.00	8,859.00	13.2
01-06-6230-00 LODGING	.00	996.00	9,000.00	8,004.00	11.1
01-06-6240-00 MEETING FEES	.00	1,500.00	8,500.00	7,000.00	17.7
01-06-6250-00 PER DIEM	.00	396.00	5,940.00	5,544.00	6.7
01-06-6300-00 SUPPLIES	.00	150.00	2,000.00	1,850.00	7.5
<b>TOTAL PLANNING COMMISSION</b>	<b>.00</b>	<b>4,497.78</b>	<b>36,803.00</b>	<b>32,305.22</b>	<b>12.2</b>

<u>COMMUNITY &amp; ECONOMIC DEVELOPME</u>					
01-07-6000-00 SALARIES	44,310.20	323,489.22	557,959.00	234,469.78	58.0
01-07-6110-00 FICA	639.90	4,802.64	8,524.00	3,721.36	56.3
01-07-6111-00 SOA ESC	580.25	1,653.34	9,345.00	7,691.66	17.7
01-07-6115-00 MEDICAL	.00	7,218.48	128,859.00	121,640.52	5.6
01-07-6120-00 WORKER'S COMP	76.79	300.24	.00	( 300.24)	.0
01-07-6125-00 PERS	9,748.25	70,705.71	121,211.00	50,505.29	58.3
01-07-6210-00 AIR TRANSPORTATION	1,799.22	20,181.93	23,000.00	2,818.07	87.8
01-07-6220-00 GROUND TRANSPORTATION	57.41	5,410.64	5,000.00	( 410.64)	108.2
01-07-6230-00 LODGING	356.16	8,596.48	20,000.00	11,403.52	43.0
01-07-6250-00 PER DIEM	594.00	3,861.00	13,000.00	9,139.00	29.7
01-07-6300-00 SUPPLIES	2,454.86	5,070.87	8,000.00	2,929.13	63.4
01-07-6320-00 PRINTING & PUBLICATIONS	.00	390.92	3,000.00	2,609.08	13.0
01-07-6370-00 DUES & SUBSCRIPTIONS	200.00	2,905.27	5,000.00	2,094.73	58.1
01-07-6380-00 TRAINING	.00	3,117.92	5,000.00	1,882.08	62.4
01-07-6400-00 CONSULTANTS	.00	9,695.37	35,000.00	25,304.63	27.7
01-07-7100-00 SCHOLARSHIPS	6,000.00	271,173.00	302,000.00	30,827.00	89.8
01-07-7110-00 SMALL BUSINESS GRANTS	.00	9,500.37	18,000.00	8,499.63	52.8
01-07-7130-00 FISHING GRANTS	6,118.50	73,975.26	90,000.00	16,024.74	82.2
01-07-7135-00 CEDA PROJECTS	47,270.18	101,622.00	2,195,000.00	2,093,378.00	4.6
<b>TOTAL COMMUNITY &amp; ECONOMIC DEVELOP</b>	<b>120,205.72</b>	<b>923,670.66</b>	<b>3,547,898.00</b>	<b>2,624,227.34</b>	<b>26.0</b>

<u>COMMUNITY &amp; ECONOMIC DEV COMMI</u>					
01-08-6110-00 FICA	.00	57.39	669.00	611.61	8.6
01-08-6210-00 AIR TRANSPORTATION	.00	2,978.00	6,500.00	3,522.00	45.8
01-08-6230-00 LODGING	.00	3,001.52	6,000.00	2,998.48	50.0
01-08-6240-00 MEETING FEES	.00	750.00	4,000.00	3,250.00	18.8
01-08-6250-00 PER DIEM	.00	1,485.00	2,500.00	1,015.00	59.4
01-08-6300-00 SUPPLIES	156.71	3,016.70	6,000.00	2,983.30	50.3
<b>TOTAL COMMUNITY &amp; ECONOMIC DEV COM</b>	<b>156.71</b>	<b>11,288.61</b>	<b>25,669.00</b>	<b>14,380.39</b>	<b>44.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SERVICES</u>					
01-09-6000-00 SALARIES	31,652.80	269,355.25	469,151.00	199,795.75	57.4
01-09-6110-00 FICA	579.18	5,375.83	18,500.00	13,124.17	29.1
01-09-6111-00 SOA ESC	384.28	1,452.35	7,564.00	6,111.65	19.2
01-09-6115-00 MEDICAL	.00	9,023.10	97,313.00	88,289.90	9.3
01-09-6120-00 WORKER'S COMP	171.05	1,707.88	.00	( 1,707.88)	.0
01-09-6125-00 PERS	6,378.42	55,323.94	87,000.00	31,676.06	63.6
01-09-6210-00 AIR TRANSPORTATION	3,244.62	29,561.51	23,000.00	( 6,561.51)	128.5
01-09-6220-00 GROUND TRANSPORTATION	.00	.00	6,000.00	6,000.00	.0
01-09-6230-00 LODGING	1,070.00	8,854.80	11,500.00	2,645.20	77.0
01-09-6250-00 PER DIEM	396.00	6,534.00	12,350.00	5,816.00	52.9
01-09-6300-00 SUPPLIES	15,832.00	15,933.11	5,000.00	( 10,933.11)	318.7
01-09-6310-00 POSTAGE AND FREIGHT	135.32	21,473.41	20,000.00	( 1,473.41)	107.4
01-09-6335-00 NOATAK AIRPORT LEASE - YEARLY	.00	.00	11,000.00	11,000.00	.0
01-09-6345-00 INFORMATION TECHNOLOGY	29,157.61	163,837.62	230,000.00	66,162.38	71.2
01-09-6360-00 PUBLIC SERVICES PROJECTS	10,682.09	321,483.87	550,000.00	228,516.13	58.5
01-09-6370-00 DUES & SUBSCRIPTIONS	.00	350.00	8,300.00	7,950.00	4.2
01-09-6399-00 MISCELLANEOUS	271.71	2,528.12	8,000.00	5,471.88	31.6
01-09-7501-00 VPSO HOUSE REPAIRS-ABL ONLY	.00	.00	7,000.00	7,000.00	.0
<b>TOTAL PUBLIC SERVICES</b>	<b>99,955.08</b>	<b>912,794.79</b>	<b>1,571,678.00</b>	<b>658,883.21</b>	<b>58.1</b>
<u>PUBLIC SAFETY COMMISSION</u>					
01-10-6110-00 FICA	.00	688.50	842.00	153.50	81.8
01-10-6210-00 AIR TRANSPORTATION	.00	2,030.50	6,228.00	4,197.50	32.6
01-10-6230-00 LODGING	.00	1,992.00	3,668.00	1,676.00	54.3
01-10-6240-00 MEETING FEES	.00	9,000.00	8,800.00	( 200.00)	102.3
01-10-6250-00 PER DIEM	.00	990.00	4,554.00	3,564.00	21.7
01-10-6300-00 SUPPLIES	.00	2,130.06	1,500.00	( 630.06)	142.0
<b>TOTAL PUBLIC SAFETY COMMISSION</b>	<b>.00</b>	<b>16,831.06</b>	<b>25,592.00</b>	<b>8,760.94</b>	<b>65.8</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC SAFETY DEPARTMENT</u>					
01-11-6000-00 SALARIES	32,429.58	255,178.82	480,575.00	225,396.18	53.1
01-11-6010-00 WAGES - TEMP TRAIL STAKERS	3,966.25	26,362.25	36,000.00	9,637.75	73.2
01-11-6110-00 FICA	1,315.96	6,348.40	11,500.00	5,151.60	55.2
01-11-6111-00 UNEMPLOYMENT INSURANCE	610.96	1,609.59	7,756.00	6,146.41	20.8
01-11-6115-00 MEDICAL	.00	7,218.48	97,313.00	90,094.52	7.4
01-11-6120-00 WORKERS COMP	212.06	1,930.20	.00	( 1,930.20)	.0
01-11-6125-00 PERS	5,196.30	53,642.97	83,165.00	29,522.03	64.5
01-11-6210-00 AIR TRANSPORTATION	1,474.10	13,935.46	32,000.00	18,064.54	43.6
01-11-6220-00 GROUND TRANSPORTATION	72.29	4,228.78	3,500.00	( 728.78)	120.8
01-11-6230-00 LODGING	3,728.08	15,478.21	11,000.00	( 4,478.21)	140.7
01-11-6250-00 PER DIEM	4,455.00	11,354.00	9,000.00	( 2,354.00)	126.2
01-11-6300-00 SUPPLIES	9,126.47	16,692.84	5,000.00	( 11,692.84)	333.9
01-11-6310-00 AIR FREIGHT	126.00	1,904.90	15,000.00	13,095.10	12.7
01-11-6370-00 DUES & SUBSCRIPTIONS	.00	549.00	7,500.00	6,951.00	7.3
01-11-6399-00 MISCELLANEOUS	538.74	6,583.47	4,000.00	( 2,583.47)	164.6
01-11-6400-00 CONSULTANTS	.00	.00	2,500.00	2,500.00	.0
01-11-7150-00 WINTER TRAILS	5,362.99	63,168.98	150,000.00	86,831.02	42.1
01-11-7155-00 EMERGENCY MANAGEMENT	.00	.00	12,800.00	12,800.00	.0
01-11-7160-00 PUBLIC SAFETY SUMMIT	.00	.00	15,000.00	15,000.00	.0
01-11-7500-00 VPSO HOUSE UTILITIES	.00	6,698.72	10,000.00	3,301.28	67.0
01-11-8002-00 SEARCH & RESCUE SUPPLIES	947.76	5,942.31	80,000.00	74,057.69	7.4
01-11-8003-00 S&R EQUIPMENT	513.20	6,411.21	.00	( 6,411.21)	.0
01-11-8004-00 SEARCH & RESCUE STIPENDS	.00	40,770.00	108,500.00	67,730.00	37.6
01-11-8500-00 FIRE TRAVEL	.00	1,179.00	.00	( 1,179.00)	.0
01-11-8501-00 FIRE EQUIPMENT, REPAIRS, MAINT	2,036.71	23,939.93	100,000.00	76,060.07	23.9
01-11-8506-00 BATALLION CHIEF STIPENDS	2,250.00	29,250.00	87,000.00	57,750.00	33.6
01-11-8507-00 BATALLION CHIEF MEETINGS	157.34	268.34	.00	( 268.34)	.0
<b>TOTAL PUBLIC SAFETY DEPARTMENT</b>	<b>74,519.79</b>	<b>600,645.86</b>	<b>1,369,109.00</b>	<b>768,463.14</b>	<b>43.9</b>
<u>WATER AND SEWER SUBSIDY</u>					
01-12-6400-00 W&S COORDINATOR/TRAINING	.00	120,150.02	.00	( 120,150.02)	.0
01-12-6400-01 AMBLER SUBSIDY	.00	126,809.48	.00	( 126,809.48)	.0
01-12-6400-02 BUCKLAND SUBSIDY	.00	93,756.98	.00	( 93,756.98)	.0
01-12-6400-03 DEERING SUBSIDY	.00	108,630.38	.00	( 108,630.38)	.0
01-12-6400-04 KIANA SUBSIDY	.00	71,359.47	.00	( 71,359.47)	.0
01-12-6400-05 KIVALINA SUBSIDY	.00	114,576.48	.00	( 114,576.48)	.0
01-12-6400-06 KOBUK SUBSIDY	.00	38,591.61	.00	( 38,591.61)	.0
01-12-6400-07 KOTZEBUE SUBSIDY	.00	450,084.00	.00	( 450,084.00)	.0
01-12-6400-09 NOORVIK SUBSIDY	.00	208,823.87	.00	( 208,823.87)	.0
01-12-6400-10 SELAWIK SUBSIDY	.00	181,072.82	.00	( 181,072.82)	.0
01-12-6400-11 SHUNGNAC SUBSIDY	.00	71,799.08	.00	( 71,799.08)	.0
<b>TOTAL WATER AND SEWER SUBSIDY</b>	<b>.00</b>	<b>1,585,654.19</b>	<b>.00</b>	<b>( 1,585,654.19)</b>	<b>.0</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>556,522.06</b>	<b>9,932,486.42</b>	<b>30,578,109.00</b>	<b>20,645,622.58</b>	<b>32.5</b>

NORTHWEST ARCTIC BOROUGH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
NET REVENUE OVER EXPENDITURES	( 449,648.84)	1,297,818.16	1,190,274.00	( 107,544.16)	109.0



NORTHWEST ARCTIC BOROUGH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
02-00-4100-00 REVENUE	.00	4,000,000.00	4,000,000.00	.00	100.0
02-00-4500-00 INVESTMENT INCOME	169,336.15	1,231,619.75	.00	( 1,231,619.75)	.0
02-00-4501-00 UNREALIZED GAIN/(LOSS)	396,555.92	1,059,631.83	.00	( 1,059,631.83)	.0
02-00-4550-00 INVESTMENT INC. AVAIL. FOR OPS	29,826.95	267,501.11	100,000.00	( 167,501.11)	267.5
<b>TOTAL SOURCE 00</b>	<b>595,719.02</b>	<b>6,558,752.69</b>	<b>4,100,000.00</b>	<b>( 2,458,752.69)</b>	<b>160.0</b>
<b>TOTAL FUND REVENUE</b>	<b>595,719.02</b>	<b>6,558,752.69</b>	<b>4,100,000.00</b>	<b>( 2,458,752.69)</b>	<b>160.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
02-00-6000-00 SALARIES	13,863.96	98,268.81	159,417.00	61,148.19	61.6
02-00-6110-00 FICA	543.97	3,353.97	5,372.00	2,018.03	62.4
02-00-6111-00 SOA ESC	248.50	632.46	3,004.00	2,371.54	21.1
02-00-6115-00 MEDICAL	.00	1,804.62	27,075.00	25,270.38	6.7
02-00-6120-00 WORKERS COMP	33.14	71.76	.00	( 71.76)	.0
02-00-6125-00 PERS	3,050.07	21,619.14	35,072.00	13,452.86	61.6
02-00-6210-00 TRANSPORTATION	444.20	18,797.74	35,000.00	16,202.26	53.7
02-00-6220-00 GROUND TRANSPORTATION	194.52	1,145.24	3,000.00	1,854.76	38.2
02-00-6230-00 LODGING	4,766.00	24,467.72	27,500.00	3,032.28	89.0
02-00-6240-00 MEETING FEES	4,500.00	25,250.00	40,000.00	14,750.00	63.1
02-00-6250-00 PER DIEM	2,079.00	10,791.00	23,000.00	12,209.00	46.9
02-00-6300-00 SUPPLIES	8,220.97	19,430.56	20,000.00	569.44	97.2
02-00-6320-00 PRINTING & PUBLICATIONS	.00	.00	7,500.00	7,500.00	.0
02-00-6400-00 CONSULTANTS	.00	212.50	30,000.00	29,787.50	.7
02-00-6450-00 LEGAL	2,232.00	16,040.00	25,000.00	8,960.00	64.2
02-00-6460-00 CONSULTANTS, ACCOUNTING/AUDIT	.00	.00	12,000.00	12,000.00	.0
02-00-8001-00 VILLAGE ACCOUNTS	.00	.00	2,447,060.00	2,447,060.00	.0
02-00-9002-00 TRANS OUT - INVEST/SUSTAIN	.00	.00	1,200,000.00	1,200,000.00	.0
<b>TOTAL DEPARTMENT 00</b>	<b>40,176.33</b>	<b>241,885.52</b>	<b>4,100,000.00</b>	<b>3,858,114.48</b>	<b>5.9</b>
 <u>AMBLER VIF</u>					
02-01-6400-09 DESIGN - CITY TANK FARM	.00	6,404.70	.00	( 6,404.70)	.0
<b>TOTAL AMBLER VIF</b>	<b>.00</b>	<b>6,404.70</b>	<b>.00</b>	<b>( 6,404.70)</b>	<b>.0</b>
 <u>BUCKLAND VIF</u>					
02-02-6400-05 BKC EQUIP/MAINT	98,380.00	207,051.60	.00	( 207,051.60)	.0
<b>TOTAL BUCKLAND VIF</b>	<b>98,380.00</b>	<b>207,051.60</b>	<b>.00</b>	<b>( 207,051.60)</b>	<b>.0</b>
 <u>DEERING VIF</u>					
02-03-6400-07 ELECTRICAL GRID PHASE 3	.00	156,950.00	.00	( 156,950.00)	.0
<b>TOTAL DEERING VIF</b>	<b>.00</b>	<b>156,950.00</b>	<b>.00</b>	<b>( 156,950.00)</b>	<b>.0</b>
 <u>KIANA VIF</u>					
02-04-6400-04 OPT IN PROJECT	.00	164,308.00	.00	( 164,308.00)	.0
<b>TOTAL KIANA VIF</b>	<b>.00</b>	<b>164,308.00</b>	<b>.00</b>	<b>( 164,308.00)</b>	<b>.0</b>

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

VILLAGE IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>KIVALINA VIF</u>					
02-05-6400-05 KVL WASTE PROJECT	.00	780,538.00	.00	( 780,538.00)	.0
02-05-6400-06 KVL WELLNESS	223,143.48	223,143.48	.00	( 223,143.48)	.0
TOTAL KIVALINA VIF	223,143.48	1,003,681.48	.00	( 1,003,681.48)	.0
<u>KOBUK VIF</u>					
02-06-6400-07 COMMUNITY BLDG	162,511.00	1,973,016.61	.00	( 1,973,016.61)	.0
TOTAL KOBUK VIF	162,511.00	1,973,016.61	.00	( 1,973,016.61)	.0
<u>KOTZEBUE VIF</u>					
02-07-6400-11 KOTZ ER RESP	.00	280,000.00	.00	( 280,000.00)	.0
02-07-6400-12 CAR CRUSHER	275,000.00	275,000.00	.00	( 275,000.00)	.0
02-07-6400-13 EMERGENCY	25,000.00	25,000.00	.00	( 25,000.00)	.0
TOTAL KOTZEBUE VIF	300,000.00	580,000.00	.00	( 580,000.00)	.0
<u>SELAWIK VIF</u>					
02-10-6400-02 WATER&SEWER PROJECT	.00	250,000.00	.00	( 250,000.00)	.0
TOTAL SELAWIK VIF	.00	250,000.00	.00	( 250,000.00)	.0
TOTAL FUND EXPENDITURES	824,210.81	4,583,297.91	4,100,000.00	( 483,297.91)	111.8
NET REVENUE OVER EXPENDITURES	( 228,491.79)	1,975,454.78	.00	( 1,975,454.78)	.0

NORTHWEST ARCTIC BOROUGH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
03-00-4100-00 REVENUE	.00	27,716.35	.00	( 27,716.35)	.0
TOTAL SOURCE 00	.00	27,716.35	.00	( 27,716.35)	.0
TOTAL FUND REVENUE	.00	27,716.35	.00	( 27,716.35)	.0

NORTHWEST ARCTIC BOROUGH  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
03-00-6330-00 UTILITIES	.00	20,034.34	.00	( 20,034.34)	.0
TOTAL DEPARTMENT 00	.00	20,034.34	.00	( 20,034.34)	.0
TOTAL FUND EXPENDITURES	.00	20,034.34	.00	( 20,034.34)	.0
NET REVENUE OVER EXPENDITURES	.00	7,682.01	.00	( 7,682.01)	.0

NORTHWEST ARCTIC BOROUGH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

CARES ACT - COVID RESPONSE

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
19-00-4550-00 INVESTMENT INC AVAIL FOR OPS	2.32	19.26	.00	( 19.26)	.0
TOTAL SOURCE 00	2.32	19.26	.00	( 19.26)	.0
TOTAL FUND REVENUE	2.32	19.26	.00	( 19.26)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

CARES ACT - COVID RESPONSE

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 03</u>					
19-03-6350-01 FEDERAL ARPA - EQUIP FIRE RESP	8,965.42	72,205.15	100,000.00	27,794.85	72.2
TOTAL DEPARTMENT 03	8,965.42	72,205.15	100,000.00	27,794.85	72.2
<u>DEPARTMENT 05</u>					
19-05-6350-03 SOA ARPA- KVL ROAD MAINTENANCE	9,167.57	274,778.08	.00	( 274,778.08)	.0
19-05-6360-01 SOA ARPA KVL CITY BLDG RENOVAT	.00	206,987.50	.00	( 206,987.50)	.0
19-05-6360-02 SOA ARPA NAB BLDG HEAT SYSTEM	.00	154,800.00	.00	( 154,800.00)	.0
19-05-6360-03 SOA ARPA BKL ROCK REVETMENT	.00	3,899.78	.00	( 3,899.78)	.0
TOTAL DEPARTMENT 05	9,167.57	640,465.36	.00	( 640,465.36)	.0
<u>DEPARTMENT 06</u>					
19-06-6350-01 LATCF KVL EQUIPMENT	.00	309,998.44	.00	( 309,998.44)	.0
19-06-6350-02 LATCF NAB TRUCK	.00	66,303.78	.00	( 66,303.78)	.0
TOTAL DEPARTMENT 06	.00	376,302.22	.00	( 376,302.22)	.0
TOTAL FUND EXPENDITURES	18,132.99	1,088,972.73	100,000.00	( 988,972.73)	1089.0
NET REVENUE OVER EXPENDITURES	( 18,130.67)	( 1,088,953.47)	( 100,000.00)	988,953.47	(1089.0)

NORTHWEST ARCTIC BOROUGH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

SULIANICH ART'S CENTER

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>SOURCE 00</u>					
40-00-4100-00 REVENUE	13,374.60	204,292.95	.00	( 204,292.95)	.0
TOTAL SOURCE 00	13,374.60	204,292.95	.00	( 204,292.95)	.0
TOTAL FUND REVENUE	13,374.60	204,292.95	.00	( 204,292.95)	.0



NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

SULIANICH ART'S CENTER

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40-00-6300-00 SUPPLIES	.00	2,421.81	5,500.00	3,078.19	44.0
40-00-6330-00 UTILITIES	1,748.09	8,885.75	23,000.00	14,114.25	38.6
40-00-6390-00 BANK FEES	.00	144.00	.00	( 144.00)	.0
40-00-7800-00 ART PURCHASES	4,494.00	140,645.45	150,000.00	9,354.55	93.8
TOTAL DEPARTMENT 00	6,242.09	152,097.01	178,500.00	26,402.99	85.2
TOTAL FUND EXPENDITURES	6,242.09	152,097.01	178,500.00	26,402.99	85.2
NET REVENUE OVER EXPENDITURES	7,132.51	52,195.94	( 178,500.00)	( 230,695.94)	29.2

NORTHWEST ARCTIC BOROUGH  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

VPSO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SOURCE 00</u>					
45-00-4200-00 STATE GRANT REVENUE	.00	586,103.61	.00	( 586,103.61)	.0
TOTAL SOURCE 00	.00	586,103.61	.00	( 586,103.61)	.0
TOTAL FUND REVENUE	.00	586,103.61	.00	( 586,103.61)	.0

NORTHWEST ARCTIC BOROUGH  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING FEBRUARY 29, 2024

VPSO

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>VPSO</u>					
45-00-6000-00 SALARIES	45,555.25	320,321.90	.00	( 320,321.90)	.0
45-00-6110-00 FICA	1,008.17	4,979.19	.00	( 4,979.19)	.0
45-00-6111-00 SOA ESC	788.10	3,065.44	.00	( 3,065.44)	.0
45-00-6115-00 MEDICAL	.00	9,023.10	.00	( 9,023.10)	.0
45-00-6120-00 WORKER'S COMP	350.80	2,466.48	.00	( 2,466.48)	.0
45-00-6125-00 PERS	10,022.15	69,559.47	.00	( 69,559.47)	.0
45-00-6210-00 TRAVEL	28,010.72	102,327.37	100,000.00	( 2,327.37)	102.3
45-00-6300-00 SUPPLIES	160,186.40	370,070.59	.00	( 370,070.59)	.0
45-00-6400-00 CONSULTANTS	.00	80.08	.00	( 80.08)	.0
45-00-8000-00 INDIRECT	.00	53,282.15	.00	( 53,282.15)	.0
TOTAL VPSO	245,921.59	935,175.77	100,000.00	( 835,175.77)	935.2
<u>DEPARTMENT 02</u>					
45-02-6300-00 SUPPLIES	4,713.95	60,342.86	.00	( 60,342.86)	.0
45-02-6400-00 CONSULTANTS - ORV CIP	.00	197,859.00	.00	( 197,859.00)	.0
TOTAL DEPARTMENT 02	4,713.95	258,201.86	.00	( 258,201.86)	.0
TOTAL FUND EXPENDITURES	250,635.54	1,193,377.63	100,000.00	( 1,093,377.63)	1193.4
NET REVENUE OVER EXPENDITURES	( 250,635.54)	( 607,274.02)	( 100,000.00)	507,274.02	(607.3)

Date	Jour	Referen	Description	Debit	Credit	Balance
*			<b>01/31/2024 (01/24) B</b>	<b>.00</b>	<b>.00</b>	<b>73,968.46</b>
02/06/2	AP	4.0001	LAURA KLOPP	75.00	.00	74,043.46
02/06/2	AP	5.0001	IDA MITCHELL	75.00	.00	74,118.46
02/06/2	AP	8.0001	JACKSON SNYDER	75.00	.00	74,193.46
02/06/2	AP	18.000	ESTHER DAVIDOVICS	75.00	.00	74,268.46
02/06/2	AP	19.000	HOMER MILLS SR.	75.00	.00	74,343.46
02/06/2	AP	20.000	DEBRA REED-THOMAS	75.00	.00	74,418.46
02/06/2	AP	21.000	ALBERT SOURS	75.00	.00	74,493.46
02/06/2	AP	24.000	EDNA PENN	75.00	.00	74,568.46
02/06/2	AP	25.000	LORENZ MORRIS	75.00	.00	74,643.46
02/06/2	AP	26.000	DANIEL WILLIAMS	75.00	.00	74,718.46
02/06/2	AP	27.000	KIMBERLY BALDWIN	75.00	.00	74,793.46
02/06/2	AP	28.000	FREDERICK BERRY	75.00	.00	74,868.46
02/06/2	AP	30.000	ALICE JONES	75.00	.00	74,943.46

Amount type: Actual  
 Display: Reference detail

Date	Jour	Referen	Description	Debit	Credit	Balance
02/06/2	AP	32.000	WARREN HARRIS	75.00	.00	75,018.46
02/06/2	AP	36.000	ELIZABETH GREIST	75.00	.00	75,093.46
02/06/2	AP	37.000	MICHELE WELLS	75.00	.00	75,168.46
02/06/2	AP	38.000	LYNETTE TODD	75.00	.00	75,243.46
02/06/2	AP	39.000	LYNETTE TODD	.00	(75.00)	75,168.46
02/06/2	AP	40.000	LYNETTE TODD	300.00	.00	75,468.46
02/06/2	AP	41.000	AMELIA BALLOT	75.00	.00	75,543.46
02/06/2	AP	42.000	DEANNA HARRIS	300.00	.00	75,843.46
02/06/2	AP	274.00	ESTHER DAVIDOVICS	.00	(75.00)	75,768.46
02/08/2	AP	77.000	FRANK WRIGHT	75.00	.00	75,843.46
02/08/2	AP	101.00	SARAH SNYDER	75.00	.00	75,918.46
02/08/2	AP	114.00	JOANNA SOURS	75.00	.00	75,993.46
02/08/2	AP	120.00	CYNTHIA COFFIN	75.00	.00	76,068.46
02/08/2	AP	122.00	JOSEPHINE MORRIS-KOEN	75.00	.00	76,143.46

Amount type: Actual  
 Display: Reference detail

Date	Jour	Referen	Description	Debit	Credit	Balance
02/08/2	AP	123.00	JACQUELINE FOSTER	75.00	.00	76,218.46
02/08/2	AP	124.00	JIA BALLOT	75.00	.00	76,293.46
02/09/2	AP	92.000	HELEN BROWN	75.00	.00	76,368.46
02/09/2	AP	116.00	WALLACE MITCHELL	75.00	.00	76,443.46
02/12/2	AP	158.00	CHARLENE MELTON	300.00	.00	76,743.46
02/13/2	AP	140.00	ALICE MOTO	75.00	.00	76,818.46
02/13/2	AP	150.00	CHERYL CURTIS-JACKSON	75.00	.00	76,893.46
02/13/2	AP	152.00	GRACE DOWNEY	75.00	.00	76,968.46
02/13/2	AP	159.00	TONY JONES JR	400.00	.00	77,368.46
02/14/2	AP	221.00	ARTHUR GREENE	75.00	.00	77,443.46
02/14/2	AP	222.00	IRMA MITCHELL	75.00	.00	77,518.46
02/14/2	AP	235.00	ADOLPH DOWNEY	300.00	.00	77,818.46
02/14/2	AP	242.00	AUDREY THOMAS	75.00	.00	77,893.46
02/20/2	AP	258.00	HANS NELSON	150.00	.00	78,043.46

Amount type: Actual  
 Display: Reference detail

Date	Jour	Referen	Description	Debit	Credit	Balance
02/20/2	AP	260.00	JANET MILLS	75.00	.00	78,118.46
02/20/2	AP	261.00	DARLENE HADLEY	75.00	.00	78,193.46
02/20/2	AP	269.00	VALARIE ROMANE	75.00	.00	78,268.46
02/20/2	AP	271.00	GENE ARMSTRONG	300.00	.00	78,568.46
02/20/2	AP	275.00	VIOLET MITCHELL	75.00	.00	78,643.46
02/20/2	AP	276.00	CHARLIE ATORUK	75.00	.00	78,718.46
02/20/2	AP	277.00	FRANK DAVIDOVICS	75.00	.00	78,793.46
02/20/2	AP	279.00	WARREN MORENA	75.00	.00	78,868.46
02/20/2	AP	280.00	ANNIE REED	75.00	.00	78,943.46
02/20/2	AP	281.00	MARTHA RILEY	150.00	.00	79,093.46
02/20/2	AP	285.00	DARALYNN CARTER	75.00	.00	79,168.46
02/20/2	AP	287.00	JUDY SAGE	75.00	.00	79,243.46
02/20/2	AP	290.00	NEVA DAVIS	150.00	.00	79,393.46
02/20/2	AP	292.00	HENRY BOOTH III	300.00	.00	79,693.46

Date	Jour	Referen	Description	Debit	Credit	Balance
02/20/2	AP	293.00	SALLY BALLOT	75.00	.00	79,768.46
02/20/2	AP	294.00	FRANKIE ESMAILKA	75.00	.00	79,843.46
02/21/2	AP	272.00	ESTHER DAVIDOVICS	75.00	.00	79,918.46
02/21/2	AP	283.00	GRACE WASHINGTON	75.00	.00	79,993.46
02/21/2	AP	288.00	BESSIE MONROE	75.00	.00	80,068.46
02/21/2	AP	291.00	BRANSON HARRIS	75.00	.00	80,143.46
02/22/2	AP	327.00	LYDIA DOUGLAS	75.00	.00	80,218.46
02/22/2	AP	372.00	RICHARD GOODRO	75.00	.00	80,293.46
02/22/2	AP	375.00	KIMBERLY BALDWIN	75.00	.00	80,368.46
02/23/2	AP	378.00	FRANKIE ESMAILKA	300.00	.00	80,668.46
02/27/2	AP	410.00	DELLA GOODEN	75.00	.00	80,743.46
02/27/2	AP	416.00	CARLOS HAWLEY	75.00	.00	80,818.46
02/27/2	AP	417.00	MERLE SNYDER	75.00	.00	80,893.46
02/27/2	AP	419.00	ROGER GEORGE	75.00	.00	80,968.46



Date	Jour	Referen	Description	Debit	Credit	Balance
02/27/2	AP	420.00	MAE ADAMS	75.00	.00	81,043.46
02/27/2	AP	421.00	EVANS THOMAS JR	75.00	.00	81,118.46
02/27/2	AP	422.00	THOMAS JACKSON	75.00	.00	81,193.46
02/27/2	AP	423.00	JOANNA ALLEN	75.00	.00	81,268.46
02/27/2	AP	424.00	MAGGIE MITCHELL	75.00	.00	81,343.46
02/27/2	AP	425.00	MAGGIE MITCHELL	75.00	.00	81,418.46
02/29/2	AP	431.00	TANYA BALLOT	75.00	.00	81,493.46
02/29/2	AP	432.00	TANYA BALLOT	75.00	.00	81,568.46
02/29/2	AP	439.00	BILLIE MULLUK	75.00	.00	81,643.46
02/29/2	AP	451.00	MARTIN CLEVELAND	75.00	.00	81,718.46
03/03/2	JE	1.0030	1CC ASAP HOODIES	1,617.10	.00	83,335.56
03/03/2	JE	1.0031	1CC NOORVIK STORE	128.26	.00	83,463.82
03/03/2	JE	1.0032	1CC NOORVIK STORE	46.94	.00	83,510.76
03/03/2	JE	1.0035	1CC AC SHOOTOUT HOSP	318.91	.00	83,829.67

Amount type: Actual  
 Display: Reference detail

Date	Jour	Referen	Description	Debit	Credit	Balance
*			<b>02/29/2024 (02/24) Pe</b>	<b>10,011.2</b>	<b>(150.00)</b>	<b>83,829.67</b>

Date	Jour	Referen	Description	Debit	Credit	Balance
*			<b>07/01/2023 (00/23) B</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*			<b>07/31/2023 (07/23) Pe</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
*			<b>08/31/2023 (08/23) Pe</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>
*						
09/07/2	AP	66.000	UAF - FINANCE OFFICE	50,000.00	.00	50,000.00
*			<b>09/30/2023 (09/23) Pe</b>	<b>50,000.0</b>	<b>.00</b>	<b>50,000.00</b>
*						
*			<b>10/31/2023 (10/23) Pe</b>	<b>.00</b>	<b>.00</b>	<b>50,000.00</b>
*						
*			<b>11/30/2023 (11/23) Pe</b>	<b>.00</b>	<b>.00</b>	<b>50,000.00</b>
*						
12/27/2	AP	254.00	KOBUK 440 RACING ASSO	25,000.00	.00	75,000.00
*			<b>12/31/2023 (12/23) Pe</b>	<b>25,000.0</b>	<b>.00</b>	<b>75,000.00</b>

Amount type: Actual  
 Display: Reference detail

Date	Jour	Referen	Description	Debit	Credit	Balance
*						
*			<b>01/31/2024 (01/24) Pe</b>	<b>.00</b>	<b>.00</b>	<b>75,000.00</b>
*						
*			<b>02/29/2024 (02/24) Pe</b>	<b>.00</b>	<b>.00</b>	<b>75,000.00</b>



# Account Statement

NWAB GF CONT RESERVE PRI USD 1915660.1  
February 01, 2024 - February 29, 2024

## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	2,603,498.35	2,664,332.38	27.65%	2.34%	1,932,046.25	20.84%	0.00
Fixed Income	4,949,635.04	4,918,421.23	51.04%	-0.63%	5,252,045.98	56.67%	13,549.14
Real Assets	762,152.78	763,988.83	7.93%	0.24%	774,113.35	8.35%	0.00
Alternative	765,509.87	829,382.87	8.61%	8.34%	850,999.10	9.18%	0.00
Cash and Cash Equivalents	480,021.95	459,733.15	4.77%	-4.23%	459,733.15	4.96%	1,867.40
<b>Total Principal Holdings</b>	<b>9,560,817.99</b>	<b>9,635,858.46</b>	<b>100.00%</b>	<b>0.78%</b>	<b>9,268,937.83</b>	<b>100.00%</b>	<b>15,416.54</b>
Current Period Accrued Income	16,689.99	15,416.54			15,416.54		
<b>Total Principal Holdings and Liabilities</b>	<b>9,577,507.98</b>	<b>9,651,275.00</b>			<b>9,284,354.37</b>		<b>15,416.54</b>
<b>Total Holdings</b>	<b>\$9,577,507.98</b>	<b>\$9,651,275.00</b>			<b>\$9,284,354.37</b>		<b>\$15,416.54</b>
<b>Fair Value Breakdown *</b>							
Total Fair Value Level 2 Holdings	7,804,109.54	7,952,087.05	82.39%	1.90%	7,555,094.58	81.55%	13,549.14
Total Fair Value Level N/A Holdings	1,773,398.44	1,699,187.95	17.61%	-4.18%	1,709,664.17	18.45%	1,867.40
<b>Total Holdings - Fair Value Reporting</b>	<b>\$9,577,507.98</b>	<b>\$9,651,275.00</b>	<b>100.00%</b>	<b>0.77%</b>	<b>\$9,264,758.75</b>	<b>100.00%</b>	<b>\$15,416.54</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



# Account Statement

NWAB GF SUSTAINABILITY PRI USD 1915660.4  
February 01, 2024 - February 29, 2024

## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	20,732,980.32	21,305,003.56	40.57%	2.76%	17,753,281.15	35.49%	0.00
Fixed Income	19,104,647.97	18,913,450.98	36.02%	-1.00%	19,815,612.82	39.62%	0.00
Real Assets	5,615,460.87	5,634,800.22	10.73%	0.34%	5,707,749.35	11.41%	0.00
Alternative	4,660,761.87	5,075,595.35	9.66%	8.90%	5,158,565.45	10.31%	0.00
Cash and Cash Equivalents	1,520,418.60	1,585,553.19	3.02%	4.28%	1,585,553.19	3.17%	6,254.33
<b>Total Principal Holdings</b>	<b>51,634,269.63</b>	<b>52,514,403.30</b>	<b>100.00%</b>	<b>1.70%</b>	<b>50,020,761.96</b>	<b>100.00%</b>	<b>6,254.33</b>
Current Period Accrued Income	6,735.49	6,254.33			6,254.33		
<b>Total Principal Holdings and Liabilities</b>	<b>51,641,005.12</b>	<b>52,520,657.63</b>			<b>50,027,016.29</b>		<b>6,254.33</b>
<b>Total Holdings</b>	<b>\$51,641,005.12</b>	<b>\$52,520,657.63</b>			<b>\$50,027,016.29</b>		<b>\$6,254.33</b>
<b>Fair Value Breakdown *</b>							
Total Fair Value Level 2 Holdings	41,405,355.55	42,207,506.94	80.36%	1.94%	38,771,730.94	78.73%	0.00
Total Fair Value Level N/A Holdings	10,235,649.57	10,313,150.69	19.64%	0.76%	10,477,741.64	21.27%	6,254.33
<b>Total Holdings - Fair Value Reporting</b>	<b>\$51,641,005.12</b>	<b>\$52,520,657.63</b>	<b>100.00%</b>	<b>1.70%</b>	<b>\$49,249,472.58</b>	<b>100.00%</b>	<b>\$6,254.33</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



# Account Statement

NWAB VIF SUSTAINABILITY PRI USD 1915660.5  
February 01, 2024 - February 29, 2024

## Summary Schedule of Portfolio Changes

Base Currency: USD

Description	Beginning Market Value	Ending Market Value	% of MV	% Change in MV	Tax Cost	% of TC	Accrued Income
<b>Principal Holdings</b>							
Equity	13,337,891.86	13,705,574.43	40.57%	2.76%	10,593,881.56	33.65%	0.00
Fixed Income	12,290,108.39	12,167,110.48	36.02%	-1.00%	12,851,120.45	40.81%	0.00
Real Assets	3,612,350.11	3,624,790.99	10.73%	0.34%	3,691,875.40	11.73%	0.00
Alternative	2,998,284.10	3,265,483.22	9.66%	8.91%	3,329,764.89	10.57%	0.00
Cash and Cash Equivalents	977,772.36	1,019,649.71	3.02%	4.28%	1,019,649.71	3.24%	4,022.14
<b>Total Principal Holdings</b>	<b>33,216,406.82</b>	<b>33,782,608.83</b>	<b>100.00%</b>	<b>1.70%</b>	<b>31,486,292.01</b>	<b>100.00%</b>	<b>4,022.14</b>
Current Period Accrued Income	4,332.08	4,022.14			4,022.14		
<b>Total Principal Holdings and Liabilities</b>	<b>33,220,738.90</b>	<b>33,786,630.97</b>			<b>31,490,314.15</b>		<b>4,022.14</b>
<b>Total Holdings</b>	<b>\$33,220,738.90</b>	<b>\$33,786,630.97</b>			<b>\$31,490,314.15</b>		<b>\$4,022.14</b>
<b>Fair Value Breakdown *</b>							
Total Fair Value Level 2 Holdings	26,636,521.27	27,152,580.98	80.36%	1.94%	24,381,825.90	78.44%	0.00
Total Fair Value Level N/A Holdings	6,584,217.63	6,634,049.99	19.64%	0.76%	6,700,854.41	21.56%	4,022.14
<b>Total Holdings - Fair Value Reporting</b>	<b>\$33,220,738.90</b>	<b>\$33,786,630.97</b>	<b>100.00%</b>	<b>1.70%</b>	<b>\$31,082,680.31</b>	<b>100.00%</b>	<b>\$4,022.14</b>

\* For informational purposes only. Please see the Fair Value Disclosure on the Disclosure page.



# Account Statement

AMLIP-NAB GF STIF PRI USD 5001098.1  
February 01, 2024 - February 29, 2024

## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
<b>Cash and Cash Equivalents</b>						
<b>Money Market Funds</b>						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP 5001098.1	0117940A3 4.98% 24,436,296.9000	1.000 24,436,296.90	Level n/a 0.00%	1.00 101,359.28	24,436,296.90	0.00
<b>Total Money Market Funds</b>		<b>24,436,296.90</b>	<b>0.00%</b>	<b>N/A 101,359.28</b>	<b>24,436,296.90</b>	<b>0.00</b>
<b>Total Cash and Cash Equivalents</b>		<b>24,436,296.90</b>	<b>0.00%</b>	<b>N/A 101,359.28</b>	<b>24,436,296.90</b>	<b>0.00</b>
<b>Net Holdings</b>		<b>24,436,296.90</b>	<b>0.00%</b>	<b>N/A 101,359.28</b>	<b>24,436,296.90</b>	<b>0.00</b>
<b>Total Holdings Principal Assets</b>		<b>\$24,436,296.90</b>	<b>100.00%</b>	<b>N/A \$101,359.28</b>	<b>\$24,436,296.90</b>	<b>\$0.00</b>
<b>Total Holdings</b>		<b>\$24,436,296.90</b>			<b>\$24,436,296.90</b>	<b>\$0.00</b>
<b>Accrued Income On</b>						
Principal Holdings		101,359.28		101,359.28	101,359.28	
<b>Total Accrued Income</b>		<b>101,359.28</b>		<b>101,359.28</b>	<b>101,359.28</b>	
<b>Total Holdings with Accrued Income</b>		<b>\$24,537,656.18</b>			<b>\$24,537,656.18</b>	<b>\$0.00</b>





# Account Statement

AMLIP-NAB VIF STIF PRI USD 5001098.2  
February 01, 2024 - February 29, 2024

## Detailed Schedule of Holdings - Principal Assets

Base Currency: USD

Security Description Portfolio Number	Asset Number Yield on Market Units/Par	Unit Price Price Date Market Value	FV Level* % of MV	Avg Unit Cost Accrued Income	Book Value	Unrealized Gain/Loss On Book Value
<b>Cash and Cash Equivalents</b>						
<b>Money Market Funds</b>						
ALASKA MUNI LEAGUE INVESTMENT POOL CORP 5001098.2	0117940A3 4.98% 6,940,361.5300	1.000 6,940,361.53	Level n/a 0.00%	1.00 28,787.92	6,940,361.53	0.00
<b>Total Money Market Funds</b>		<b>6,940,361.53</b>	<b>0.00%</b>	<b>N/A</b> <b>28,787.92</b>	<b>6,940,361.53</b>	<b>0.00</b>
<b>Total Cash and Cash Equivalents</b>		<b>6,940,361.53</b>	<b>0.00%</b>	<b>N/A</b> <b>28,787.92</b>	<b>6,940,361.53</b>	<b>0.00</b>
<b>Net Holdings</b>		<b>6,940,361.53</b>	<b>0.00%</b>	<b>N/A</b> <b>28,787.92</b>	<b>6,940,361.53</b>	<b>0.00</b>
<b>Total Holdings Principal Assets</b>		<b>\$6,940,361.53</b>	<b>100.00%</b>	<b>N/A</b> <b>\$28,787.92</b>	<b>\$6,940,361.53</b>	<b>\$0.00</b>
<b>Total Holdings</b>		<b>\$6,940,361.53</b>			<b>\$6,940,361.53</b>	<b>\$0.00</b>
<b>Accrued Income On</b>						
Principal Holdings		28,787.92		28,787.92	28,787.92	
<b>Total Accrued Income</b>		<b>28,787.92</b>		<b>28,787.92</b>	<b>28,787.92</b>	
<b>Total Holdings with</b>		<b>\$6,969,149.45</b>			<b>\$6,969,149.45</b>	<b>\$0.00</b>
<b>Accrued Income</b>						

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
ORDINANCE 24-05**

**AN ORDINANCE OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY AMENDING CHAPTER 12.08 OF THE BOROUGH CODE TO UPDATE THE PUBLIC SAFETY COMMISSION CODE, AND FOR RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough Public Safety Commission was formed to provide oversight and planning for Borough public safety concerns; and

**WHEREAS:** the Northwest Arctic Local Emergency Planning Committee (LEPC) has recently been inactive and has historically struggled to maintain consistent meetings and operations; and

**WHEREAS:** Chapter 12.08 of the Borough Code for the Public Safety Commission was recently updated to include responsibility for functioning as the LEPC to ensure consistent and effective LEPC functions; and

**WHEREAS:** to ensure that the Public Safety Commission includes all representation necessary to address LEPC functions, the Borough wishes to formally designate a seat for media and a seat for industry.

**NOW THEREFORE BE IT ENACTED BY THE NORTHWEST ARCTIC BOROUGH ASSEMBLY:**

**Section 1:** Chapter 12.08 of the Borough Code is amended as follows, with additions indicated by underline in blue and deletions by ~~strikethrough in red~~:

**12.08.005 Established.**

The borough public safety commission, hereafter called the “NABPSC,” is established in order to improve all aspects of public safety and law enforcement for the people of the borough by identifying public safety needs, identifying resources available, and to establish and implement strategies and comprehensive plans to meet those needs.

**12.08.010 Functions.**

The NABPSC shall perform the following functions:

A. Review and make recommendations on all aspects of public safety and law enforcement that come before the assembly and the mayor’s administration;

- B. Identify and promote services designed to encourage public safety and law enforcement in local communities and enforcement agencies within the borough;
- C. Collect and distribute information relevant to the identified borough public safety and law enforcement issues;
- D. Coordinate between government of all levels, agencies, and the borough residents in implementing public safety and law enforcement activities, including enforcement of the borough code;
- E. Recommend, review and monitor strategies, policies and standards for the development and maintenance of safe trails, roads and other routes of transportation;
- F. Adopt reasonable rules and procedures for the conduct of its meetings;
- G. The NABPSC shall present to the assembly and mayor a five-year comprehensive plan to address public safety and law enforcement issues identified by borough residents as well as an annual report outlining a yearly strategy to implement the plan, including requests for funding of NABPSC activities.
- H. Function as the Northwest Arctic Local Emergency Planning Committee as established under Section 12.16.130.

**12.08.020 Organization.**

**Membership.**

- A. The NABPSC shall be organized as follows:
  - 1. Village Representatives. One member nominated for each seat:
    - a. Buckland/Deering;
    - b. Noatak/Kivalina;
    - c. Noorvik/Kiana;
    - d. Selawik;
    - e. Ambler/Shungnak/Kobuk;
    - f. Kotzebue.

2. Public Safety Stakeholder Representatives. One seat for each of the following:
  - a. Elder commissioner;
  - b. Public safety commissioner (either from the fire department or police department);
  - c. Alaska State Trooper Commissioner;
  - d. Related issues commissioners (individual who works in issue-specific ICWA, domestic violence, sexual assault, community health aide);
  - e. Search and rescue commissioner;

**f. Media;**

**g. Industry.**

3. Additional Commissioners.

- a. State representative;
- b. State senator; and
- c. Borough mayor.

B. When appointing NABPSC members, the mayor and assembly shall consider the following: regional composition to ensure broad-based representation across the borough, the ability and character of members to represent the borough as a whole, the necessary expertise to identify public safety needs, identify resources available, and to establish and implement a strategy and comprehensive plan to meet those needs. Candidates with past felony convictions will not be considered unless they have been pardoned or otherwise had their convictions expunged from the official criminal record. A commissioner charged with or convicted of a felony while a member of the NABPSC shall be ineligible to continue to sit on the NABPSC. (Ord. 13-06, 2013, Ord. 06-03 § 4, 2006; Ord. 03-07 § 2, 2003; Ord. 03-04 § 1, 2003; Ord. 02-04 § 2, 2002).

C. Other than ex officio members, upon request, each member shall receive compensation at the rate established by NABC 2.80.060 for each meeting day of the commission attended unless that member otherwise receives compensation from their member organization. Compensation shall be paid at the rate established by NABC

2.80.060 per day of attendance at a convention, conference or similar gathering. Compensation does not include per diem which may be paid separately.

**Section 2:** This Code Ordinance shall be effective immediately.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** March 15, 2024  
**TO:** Dickie Moto, Mayor  
**FROM:** Fritz Westlake, Director of Community & Economic Development

## ASSEMBLY DEPARTMENT REPORT THROUGH THE MAYOR

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*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

### DAILY OPERATIONS REPORT BY PROGRAM:

#### COMMUNITY & ECONOMIC DEVELOPMENT COMMISSION

The next Community and Economic Development Commission meeting is scheduled for April 19 in Anchorage.

#### FRANK R. FERGUSON MEMORIAL SCHOLARSHIP PROGRAM – Erin Stephens

Three Frank R. Ferguson Scholarship applications were processed for a total of \$4,000.00 this reporting period.

#### SMALL BUSINESS GRANT PROGRAM – Erin Stephens

None to report this reporting period.

#### C&ED COORDINATOR REPORT – Hannah Sheldon

##### C&ED

- Reached out to USCG for getting 6pac License courses here in Kotzebue.
- Sent out an updated date for April EDC meeting.
- Made Small business grant payments for applicants.
- Attended Business software class daily at ATC.
- Grouped 1A t-shirts with borough stickers for distribution to villages.

##### SULIANICH

- Completed travel arrangements for Sulianich to attend Fur Rondy Craft Fair.
- Assessed the need for Security cameras.
- Posted Sulianich board seat Notices.

- Delivered and made sure new carving equipment was set up.
- Order of supplies placed.

### VIF

- Continuation of compiling Project documents for Teck Report to Eva H.
- Provided updated Community Priority lists.
- Attended Kotzebue's Community meeting.

### Volunteer Work

- Qatnut planning with KIC.
- Score Table at 1A Region basketball games.
- Trophies Ordered for ACRA
- Assisted in the coordination of Iron dog passing through our region.
- Spring Festival Planning meeting.

## **GRANTS ADMINISTRATORS REPORT – Erin Stephens**

- State of Alaska EMPG reporting obligations
- EECBG application revisions with DOE
- Human Resources duties

## **VIF PROJECT MANAGER REPORT – Hiram Walker**

### Ambler:

- Energy Study Ph. 2 & 3 close out project this.
- Biomass project PH 1 Closed out.
- Ambler fuel farm project closed out.
- The Ambler Biomass project closed out.
- No other active projects at this time.
- No Activity for January 2024

### Buckland:

- The city of Buckland equipment repair project, labor, shop heating fuel and electricity. Project closed out.
- The rock revetment is not in progress currently. There is no access to gravel. This is being worked on.
- Nov. 14th, 2023, VIF will be holding on to Erosion Control funding until project is complete. The NANA gravel pit is not open.
- City of Buckland Heavy equipment repair is going well and will but will be closing front holidays.
- 12-28-2023 the city of Buckland has drawing down on the last of the funding for the Equipment Maintenance and Labor project.
- The Equipment Maintenance and Labor project is going well and getting a lot done with Equipment. (Jan. 2024)

- The Rock revetment project has one lot next to river that will need authorization to go on to make project possible. I am working with NANA on gravel pit issues for the project. (January 2024)

Deering:

- Ipnatchiaq Electric Ph. 2 is closed out.
- On demand hot water heaters project with Deering IRA closed out.
- Ipnatchiaq Electric Ph 3. Closed out
- The community has no open projects at this time.
- No project at this time. (Jan. 2024)

Kiana:

- Kiana Manganese removal project will continue the next construction season.
- Kiana Community building close out.
- Kiana's Opt-In community building renovation had most building materials ordered from vender FBO Kiana.
- The contractor is in Kiana to start work on the old community building, Opt.-In project. .
- The City of Kiana Manganese filter system project has a superintendent going to Kiana on Sept. 12th to finish up to 95% completion of project.
- All projects remain in same status for Kiana.
- Nov. 16th, 2023, Contractor is doing construction on the Opt-In building.
- Dec. 05, 2023, the contractor is doing construction on the Opt-In building at this time.
- Cit Manganese filer system project will continue summer of 2024. (Jan. 2024)
- Opt-In project is continuing on and has completed the exterior of building with the exception of the handicap ramp. There is finishing carpenter work that has to be completed before furniture can be put in building. (Jan. 2024)

Kivalina:

- The landfill cleanup project ready for close out waiting for final reports.
- Nov. 16th, 2023, working with the Kivalina IRA on Wellness program agreement.
- Dec. 06-2023, received Wellness program agreement and working on funding draw down for Kivalina IRA.
- Funds for the Kivalina IRA wellness program have been drawing down. I will start receiving reports from the wellness program at the end of February. (Jan. 2024)

Kobuk:

- Nov. 16th, 2023, Buildings have been delivered and are being constructed. The city has not sent in a report on any of the projects for this month.
- Nov. 16th, 2023, the city of Kobuk Drain Field has been put back for next summer and has not sent a report to this date.
- Dec. 06, 2023, City of Kobuk reported that they will get up to date on reporting on all projects through December. I will be holding all funding until then.
- The city of Kobuk community building is getting close to being completed with project contactor giving the city a completion date of end of March. (2024)

Kotzebue:



- KEA Renewable Turbine foundation closed out.
- The city of Kotzebue Self-contained Breathing Apparatus Packs closed out.
- Dec. 05th, 2023, Working with the City of Kotzebue on the Car Crusher award agreement.
- The funds were drawn down for the city of Kotzebue's Car Crusher. (Jan. 2024)

#### Noatak:

- Sent award agreement to Noatak IRA for the Solar and Batter Project and have not gotten it back at this time.
- The Noatak IRA Solar project Dec. 05th, 2023, Waiting on award agreement to be signed for the Solar and Batter project.
- Award Agreement has been signed and working with Borough finance.
- Noatak Solar project is completed, and we are working on finalizing the transfer of matching funds to the project. This include \$310,000.00 that was requested by the Noatak Tribal Council to be their in-kind match. The Complete project was funded at a total of \$ 2,906,825.00 with \$ 2,008,765.00 from DOE tribal funds.

#### Noorvik:

- City of Noorvik Land fill cleanup is meeting with city council on burn unit project moving forward.
- Noorvik IRA has received an award for \$951,607.22. I am in the process of funding execution. The project is Noorvik Road Construction and Maintenance Program.
- The Native Village of Noorvik had all funding to have the A25G dump truck paid to vender and will be FBO Noorvik this summer.
- For the Native Village of Noorvik Road Maintenance program the tribe has requested quotes for all the heavy equipment. The quotes that they have are from June of 2022.
- The native village of Noorvik has put in for an application for updated quotes for the Road Maintenance program and is waiting for funding.
- The Native Village of Noorvik has received funding to purchase, ship and start Road Maintenance program.
- Project management is working on purchasing equipment and shipping for 2023.
- No activity on Feb. 23
- The Tribe is applying for a Title 9 permit for the Road Maintenance program.
- I have not had a monthly report sent in to the VIF office for the month of April on Road Maintenance program.
- No activity for May 2023.
- I will be going out to Noorvik to meet with the new transportation planner.
- I will be meeting with the city of Noorvik to ask to return the remainder of funding for the Dump clean up and for the city to apply with a new application for funding for an incinerator for landfill I will do this at the same time when I meet with the Tribe.
- Nov. 16th, 2023, The Noorvik IRA has not sent finance and progress reports in on the road maintenance program. Looking forward to reports there is a new transportation planner that has been hired.
- The Noorvik has not sent in financial and progress reports in, to this date on the road maintenance program. I am willing to work with the IRA in helping with getting the tribe up to date on reporting. (Jan. 2024)

#### Selawik:

- Selawik Home Water and Sewer project is on hold until the City of Selawik can get training on the project from VIF staff.
- Traveled to Selawik end of May to visit the Native Village of Selawik community center the tribe has turned in a new VIF application for completion of community center.
- The home water and sewer will be working on getting a new contractor to complete the project.
- The home water and sewer are still on hold and will be until a plan is work out with the city of Selawik.
- Water and Sewer Rehabilitation is still open with biohazard materials to be sent to Kotzebue to dispose of.
- ANTHC will be the contractor for the Selawik evaluation project. This project was awarded to the city of Selawik for \$75,000 and will be executed when the signed award agreement has been received.
- I will need to go out to Selawik to give project orientation to the city and sign an award agreement on the project for Selawik Safety upgrade of the Multipurpose building. The award is \$250,000.00.
- The Native Village of Selawik is soliciting 2 or 3 consultants to do feasibility study for Gravel Access.
- A new city administrator has been hired for the city of Selawik and will need training on Multipurpose Building upgrades project can start the city will set a time for this.
- City of Selawik Water and Sewer Evaluation will get stated middle of Sept.
- The Native Village of Selawik is working on RFP for the Gravel Access Study.
- The Native Village of Selawik is soliciting engineering firms to proceed with study.
- The multipurpose Building safety upgrades project had drawing down funding to start upgrades.
- Selawik home water and sewer project had an engineering firm go to Selawik to start the evaluation on project.
- The Selawik evaluation engineering firm all have Co-vid and project is on hold the later.
- All projects remain the same for Selawik.
- Selawik Water and Sewer evaluation data collected from engineers' earlier trip to Selawik is being evaluated.
- Selawik IRA is working on soliciting engineering firm to proceed with Gravel Access Study.
- The Selawik Safety upgrade project has got the funding to start the procurement process.
- No activity on Feb. 23
- I will be setting up a meeting with the city of Selawik to discuss the Home Water and Sewer start up the end of March.
- No other activity on any of the other projects.
- I have no activity on any of the projects for the month of April.
- Working with contactor for home water and sewer project start up.
- No monthly report on Selawik Safety upgrade project.
- Nov. 16th, 2023, the community home water and sewer is complete and ready for close out. The VIF is waiting on final report for this project.
- The home water and sewer project will be putting a request for a change order for project. (Jan. 2024)
- The Selawik IRA has got 2 two proposals for Gravel Access Study and will be working with VIF staff on proposals. (Jan. 2024)

#### Shungnak:

- No open projects or programs currently.
- Nov. 16th, 2023, No open projects currently.
- No open projects or programs currently. (Jan. 2024)

### Regional:

- KOTZ radio Ph. 2 project is ready for closeout after final reporting is sent in.
- NWABSD Inupiaq program is on hold until further notice from the school district.
- KEA Electric Co. has ordered wind turbine base.
- KOTZ has no movement on the project for this month.
- I haven't received a monthly report for at this time.
- Kotz Radio has asked for change in project it was to eliminate the gas generator and in place use an USB unit.
- KEA project is the purchase of Turbine Base for wind generators. The Base's will be in next summer's sealift.
- NWABSD Inupiaq program is on hold and will bring in Inupiaq instructors in Nov.
- NIHA has drawn down funding for the Housing Assessment for all 11 communities.
- No movement on all projects currently.
- VIF purchases continue to provide professional development for instructors. The professional development gathering for Iñupiaq Instructors occurred between November 29 to December 1. The focus was on replacing further English with Iñupiaq in the classroom, using the curriculum's games and activities to support student learning, and using the Iñupiaq language in conversation.
- NIHA is advertising for 23 surveyors and have received job applications. They will work until each household is completed. We are having them work for three weeks; however, if there is a need to continue, that will be done. It is the goal of NIHA to have no less than 70% of each community fill out the survey.
- The NWASD will be scheduling an Inupiaq Instructors Training for April
- No projects report in for the month of April all projects.
- No activity in the NWABSD Inupiaq program for the month of May 2023.
- NIHA will be late on the monthly report on Housing survey report due to personal change.
- Nov. 16th, 2023, NIHA is 75% done with the Community household survey and will be done after the holidays.
- NIHA will be reporting to VIC and the Feb. meeting on Community household survey. (Jan. 2024)

### **VIF ADMINISTRATOR REPORT – Josephine Howarth**

- Updated Kotzebue Priority List
- Attend Kotzebue's Community Meeting.
- Processed 11 applications to our VIF And Assembly with 4 of the projects getting funded.
- Shungnak Heat Recovery, Ipniatchiaq Electric Company East & West Riser Purchase, Native Village of Kotzebue, Nikaitchuat School Purchase and renovation, and OTZ Telephone Grave Digger Backhoe.
- Sent Eva information for Teck Report.
- Worked on VIF Meeting Summary.

### **ENERGY DEPARTMENT - Ingemar Mathiasson**

#### Conferences

The next Energy Steering committee meeting will likely take place the 25th -26th April.

Also, the Governors Sustainable Energy Conference will take place 20-23rd May 2024

## Fuel prices (tax included on retail) Oct. 2023 & FY24

Community	Gasoline \$/G Retail Aug 2023	Stove oil \$/G Retail Aug 2023	Sales Tax included	Util. & AVEC Cost \$ Barge/Air FY2022- FY2023	NWABS Cost \$ FY2023- FY2024
Kotzebue KIC and KEA	8.99	9.12	6%	3.71 KEA/ 3.20	4.54/4.7605
Kotzebue Vitus	7.99	7.57	6%		
Kotzebue Crowley	7.80	7.97	6%		
Ambler	15.97	15.97	3%	4.49 /10.59	6.07/6.2505
Kobuk	13.91	15.45	3%	N/A	6.07/6.2505
Shungnak	14.03	16.14	2%	5.45 / 10.17	6.07/6.2505
Kiana	8.76	8.50	3%	2.82/4.18	4.71/5.0005
Noorvik	7.21	6.81	4%	2.96/4.63	4.71/5.0005
Selawik	6.39	7.72	6.5%	2.85/4.96	4.71/5.0005
Buckland	6.65	6.44	6%	2.13-3.547	5.25/5.0005
Deering	6.90	5.92	3%	2.13-4.057	4.71/5.0005
Kivalina	6.52	6.15	2%	2.78/4.18	5.16/5.0005
Noatak	13.47	14.44	6%	8.10/10.61	7.24/10.96

## NAB Electric rates October 2023

Community	1-750Kwh \$/Kwh with PCE	Tax	1-750 Kwh Actual cost/Kwh with tax	0-750 \$/Kwh No tax	750-up \$/Kwh No tax	Utility Non firm power purchase rate \$/Kwh 1/30/2023
Kotzebue KEA	0.2275	6%	0.24	0.3949	0.3918	N/A
Ambler AVEC	0.2604	3%	0.2682	0.8109	0.7054	0.3504
Kobuk AVEC	0.3788		0.3788	1.1450	1.0395	N/A
Shungnak AVEC	0.3788	2%	0.3864	1.1450	1.0395	0.6479
Kiana AVEC	0.2557		0.2557	0.7180	0.6125	0.3158
Noorvik AVEC	0.2537	4%	0.2638	0.6779	0.5724	0.2729
Selawik AVEC	0.2522	7%	0.26.99	0.6469	0.5414	0.2370
Buckland BEC	0.2781		0.2781	0.4900	0.4900	0.4750
Deering IEC	0.4081		0.4081	0.6747	0.6747	0.4750
Kivalina AVEC	0.2533	2%	0.2584	0.6702	0.5647	0.2751
Noatak AVEC	0.3855	6%	0.4086	1.1517	1.0462	0.6897

### AEA REF 14 Community project grant 4 community engineering for Solar battery

- The NAB applied for Engineering of Solar/Battery projects for Selawik, Kiana, Noorvik and Ambler through the Alaska Renewable Energy Fund REF 14 submitted mid. January 2022 at an amount of \$ 590,000.00 and was awarded.
- An RFP was released 15th Dec. with deadline for responses 6th Feb. 2023.
- We completed the RFP process and selected RES/Kuna as the contractor
- This project will provide the needed inkind to leverage Construction funds in 2024-25.
- The 8th-9th June I visited the 4 communities together with the contractors RES and KUNA, we mapped out the possible areas for large solar arrays up to 4 acres and 500kw.
- The contractors are now following up with AVEC for cost estimates on integration equipment needed to be able to accommodate the incoming Solar power.
- Currently at 95% design
- Project completed work 31th Dec. 2023.

New Grant requests

## Ambler Solar Battery project

234kw PV and 384kw LFP BESS/30kw heating loop

We are wrote a TEDO (DOE tribal grants) proposal for Ambler for 2023-24, to construct a Solar PV and Battery solution for them. It's a request for \$ 2.7Mil with an inkind of \$300K.

DOE has notified us of intent to fund this and the last paperwork has been completed including the environmental NEPA requirements. The proposed Solar array would be placed behind the existing church and the Battery in front of the AVEC plant. Engineering has been completed through e separate AEA grant and this project is looking for a construction during the summer fall of 2025.

The Energy Group is currently working on a large DOE OCED Region wide grant proposal.

### Project Description

This project, "Solar PV, Battery Storage and Heat Pumps in Northwest Arctic Alaska," proposes to install 3.35 MW of solar PV and 16.5 MWh of battery storage across all eleven villages of the northwest Arctic region, displacing an estimated 322,000 gallons of diesel fuel annually. Additionally, this project proposes to install 860 heat pumps, one in every residence in ten villages: Buckland, Deering, Kiana, Kivalina, Kobuk, Noatak, Noorvik, Selawik, and Shungnak. The solar PV, battery energy storage systems (BESS), and heat pumps will be owned and maintained by the federally recognized Alaska Native Tribe in each community, each of which will operate as an independent power producer (IPP) generating renewable power and selling it to the local utility, capturing an estimated \$1.5M in annual revenues. The expected construction cost for the proposed project is \$58,000,000

Our preliminary concept paper was accepted, and DOE scheduled a discussion in November that was fruitful. Another discussion in February created a pathway for an Award, that is currently being negotiated for a possible contract in June timeframe. This project will span at least 4 years.

### Status of Current projects under way

Selawik Rural Energy Pilot Program (REPP) Grant

100Kw Solar/1Mwh battery. (NEW) has been funded @ \$ 1,998,820.00

A grant request to USDA REPP was completed for a 100Kw Solar 1 Mwh Battery for Selawik. For a total cost of \$3,603,240. It requires a 50% inkind.

This project is aimed at stabilizing the electric grid in Selawik.

would stop dangerous power outages that endanger the waterlines in Selawik.

Inkind is available from AVEC @ \$100K and from State of Alaska (AEA) \$ 120K.

VIF and NANA VEI combined is matching in with 1,216,000.00

USDA is awarding us this grant with a Federal share of \$1,998,820.00,

Grant agreement in place. And we have started engineering and is now at 100%.

Construction scheduled for 2024-25.

Alaska REF 15 for Selawik has been funded @ 1,134,500.00

The Northwest Arctic Borough (NAB) is requesting \$1,134,500 for Phase IV Construction of a high penetration distributed solar PV system for the community of Selawik. Based on Hybrid

Optimization for Multiple Energy Resources (HOMER) software modeling and AEA's B/C Ratio model, this system will displace about 27,278 gallons of imported diesel fuel annually and will result in about 193 hours of diesels-off operation, saving the community about \$81,698 during the first year of operation. Lifetime savings for the project are estimated at 681,947 gallons of diesel fuel and \$2,511,674. In addition to reducing the cost of electrical generation, the solar PV system, in conjunction with a related and separately funded project to construct a Battery Energy Storage System, will result in a hybrid solar PV/battery/diesel system, will dramatically increase the efficiency and resilience of the power generation system by providing spinning reserve and significantly reducing brown-outs and black-outs and associated freeze-ups of the community water system. This project will leverage the key learnings from other high penetration systems operating and in development in the Northwest Arctic Borough, including Kotzebue, Deering, Buckland, Shungnak-Kobuk, and Noatak. Upon completion of the project, this solar PV system will be transferred to ownership as an IPP by the Native Village of Selawik and sell power to the Alaska Village Electric Cooperative, similar to other projects in the region.

The grant has been awarded and this funding will be added to the REPP grant above.

#### Ambler Fuel farm (updated)

- Ambler City is pursuing a new Fuel farm and have received \$ 180,000.00 for engineering services from the VIF to get to shovel ready status at 95% design spec.
- Full construction of a new fuel farm is likely to be close to \$ 2 Mil.
- This is a collaborative effort together with AVEC.
- Summit Construction has been allowed the Engineering contract.
- Summit personal visited Ambler early November for site evaluation
- Various documents have been produced for 65% design.
- Funding for tanks have been procured from NANA VED
- The tanks were delivered to Ambler in mid September.
- Construction funding have been applied for thru direct appropriations and \$ 1.8 Mil has been assigned to Murkowski's short list. Last we heard we may get approximately \$ 650K. of the needed funds. Waiting for grant agreement.
- AEA has contacted Ambler and would like to contribute the last \$ 650K needed to construct the project. That will fully fund the project and can conceivably be completed by summer 2024. Waiting for the grant agreement.

#### Regional Solar PV projects

##### Shungnak\_Kobuk IPP

223.5 Kw Solar with a 384kWh Battery data collection ongoing

- Link to project; <https://initium.agetenergy.com/login>
- User; Shungnak, password; shungnak2021
- This project has received a Microgrid Greater Good Award.
- And also received <https://www.energy.gov/communitysolar/sunny-awards-equitable-community-solar>
- The project now have over \$ 120K in their Energy fund from proceeds of selling electricity to AVEC.





Noatak Solar Battery IPP (updated)

280.6 Kw Solar with a 460Kwh Battery

We wrote a TEDO (DOE tribal grants) proposal for Noatak for 2020-21, to build a 280.6 Kw Solar PV and Battery solution for them. The project was commissioned in the week of 17th Aug. 2023.

- Some connection problems is being worked on by AVEC.



**INDEPENDENT POWER PRODUCER REPORT (IPP) – Shauntai Shroyer**

IPP Energy Monthly Report

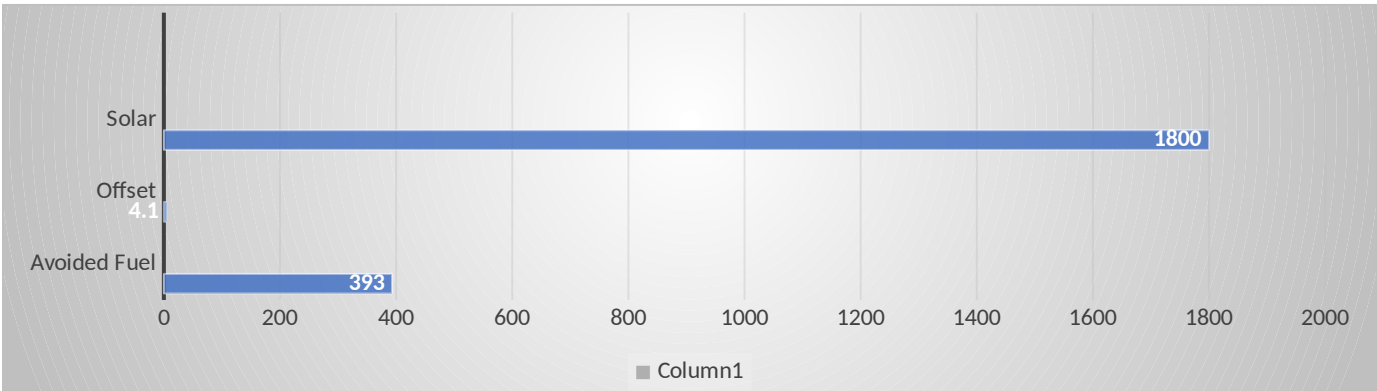
Feb 01, 2024 – Feb 29, 2024

Noatak and Shungnak.

Noatak

Solar panel produced 1800 kWh. Offset was 1.4 tons of Co2. We avoided 131 gallons of fuel. Energy produced one percent on solar, and ninety-nine percent on the generator. Energy totals for load was 194, solar was 1.77, generator 193, battery charge 2.48, and battery discharge 1.37. The month of February the system operated two hours with the generator off. The weather was averaged to a daily high of 12 degrees with the daily low average was -2 degrees. Which we accounted for 1% of our energy consumption this month resulting in \$866 in fuel savings. Total kW received 2,520, total kW delivered 2,766 equals net kW -246 net powered delivered. The non-firm billing rate for Noatak this period is \$0.7185/kWh.





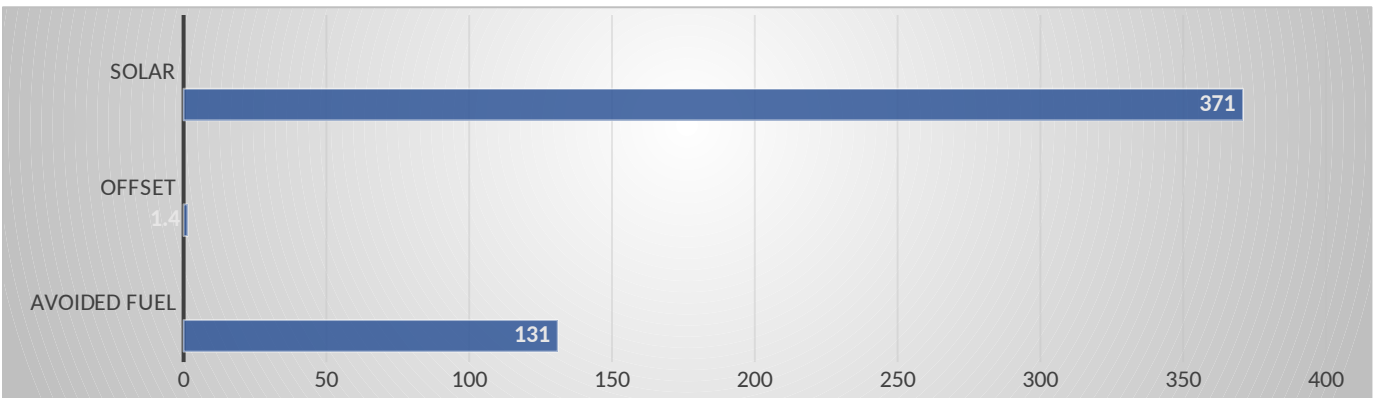
Shungnak

Solar panel produced 371 kWh. Offset was 1.4 tons of Co2. We avoided 393 gallons of fuel. Energy produced three percent on solar, ninety-seven percent on the generator. Energy totals for load was 152, solar was 5.31, generator was 148, batter charge 1.05 and battery discharge was 0.423.

The month of February the system was operated zero hours with the generator off.

The weather was averaged to 11 degrees high and average of 1 degree.

Which we accounted for 3% of our energy was consumption this month resulting in \$2,600 in fuel savings. kW received 2,570 minus kW delivered -682 equals net kW 1,888 net powered was delivered. The non firm billing rate for Shungnak for this period is \$0.6138/kWh.



**PIGUQTUQ ENTPRENUERSHIP REPORT – Georgianna Phillips**

This last month I worked with the SEF contractor on the excel spreadsheet, set up a Gmail account under the Piguqtuq name as well as signing up for a cell phone for the project.

Helena Sarcone, contractor for the project traveled to Kotzebue and we worked together setting up introductions for my position and following up with past introductions. For the brief time that we had together we arranged meetings and introductions. It was an incredibly positive time working together.

Was out of the office for approximately 4 days. Upon return, I took part in the Job Fair organized by NANA Regional Corporation. We had students and adults discuss what as a borough employee I was promoting. Providing the brochure helped in their understanding of our project. Out of the fair I have had contact with an individual looking to find support in securing funding. Another individual expected more than what our program offered and would review our brochure further.



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930  
www.nwabor.org

**DATE:** March 5, 2024  
**TO:** Dickie Moto Sr., Mayor  
**FROM:** Chris Hatch, Director of Public Safety  
**SUBJECT: MONTHLY REPORT TO ASSEMBLY THROUGH THE MAYOR**

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*This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.*

**Public Safety Director, Chris Hatch**  
**March 2024 Report**

Selawik Phase one of the SAR/Fire Warm storage building has been completed, except for installation of electrical service, and in March we are still waiting for meter install by AVEC. Additionally, we have had some difficulty keeping the VPSO housing fuel tank full.

Noorvik VPSO housing and holding cell building renovation project, work is continuing while we await the final deliveries of supplies. In Kiana the VPSO house boiler system was re-placed, in Deering we had the water system replaced after a freeze up in December. The Noatak VPSO house also froze up and was repaired.

We are beginning to accomplish the workplan for the Emergency Management Planning Grant (EMPG). Three Surveys that were due January 31 were completed and submitted, financials and quarterly reports were also submitted.

Saima Chase resigned from NAB to take another opportunity as an Emergency Manager. We wish her well in her future endeavors and thank her for her past work at NAB.

Jimmy Brown was hired as the Search and Rescue coordinator and will continue to organize trail staking.



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The following is a representative list of priority projects we are working to complete or have completed in the last month.

- Winter trail marking remains our number one priority. Most regional trails have been marked.
- Fire Department long range plan to meet the strategic priorities and help our community with fire response abilities.
- The Office of emergency management has been a focus of improvements.
- Disaster response is ongoing in Selawik and Kotzebue.

Winter Trails:

MOA's and individual trail agreements: all MOA's have been sent out to each village. The following villages HAVE NOT returned their MOA yet, Kivalina.

## **Search and Rescue Coordinator, Jimmy Brown** **February 2024 Report**

As of this report there have been 10 SAR incidents in 2024. All incidents resulting in closing within the first 12 hours of dispatching a hasty crew. One incident was the result of an accident involving injuries. We responded along with EMTs from KFD and helped transport the victim back to the hospital.

2 SAR presidents attended Search and Rescue training in Bethel.



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## VPSO Program Coordinator, Joshua Harville: March 2024 Report

- We currently have 5 VPSO's, one new VPSO starts 3/19 and will require some training at the academy. He has worked as a VPO and is familiar with Village life and challenges. We currently have 4 applicants in various stages of hire and other applicants expressing interest in a position. We currently have 2 Applicants in the final stages of hiring and are awaiting state clearance. We continue to advertise online and Facebook, we are seeing a good number of interested candidates.
- We have received over 175 VPSO applicant contacts through our online advertising work with Golden Eye Media.
- All VPSO Grant reporting is up to date.
- Arming process update All NAB VPSO have successfully completed the required psych testing, Firearms have been ordered, 80 pages of policies have been reviewed by legal and AMLJIA consultant and have been submitted for assembly approval.
- The Deering VPSO house has been repaired after the most recent freeze up and is back in service.
- The VPSO Coordinator has completed additional Firearms instructor training and is now certified with the Police standards council as a firearms instructor.
- The VPSO program continues to work with our communities to ensure that all MOAs are up to date.

The State of Alaska Department of Public safety continues to restrict VPSO jurisdiction. This has greatly impacted our ability to attend events in an official capacity, an example of how this can impact us is shown by our inability to attend in uniform the recent regional basketball tournament in Kotzebue.



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## **Fire Safety Coordinator, Hans Nelson**

### **March 2024 Report**

During this reporting period, Fire Safety Coordinator worked on ARPA spend down and working on a line-item breakdown and spreadsheet to include a pie chart to identify major areas of where spend down has occurred. Procurement for 1000 smoke alarms is complete and purchase orders have been submitted. Follow-up on smoke alarm installation program set to take place in cooperation with other participating organizations from Department of Public Safety, Maniilaq Injury Prevention, and local tribes. Equipment purchases have been sent out to each community; However, we still have a vacant chief position for Shungnak, AK and Noatak, AK. Some of this equipment is pending in sending anything new until we can establish a good point of contact or new chief. We have provided recruitment flyers to the local tribal offices and continue to advertise on KOTZ Radio. Also, will be working with the new chiefs from the Community of Deering and Kiana for fire department onboarding.

The Fire Department had no fire incidents **reported** during the month of February 2024. The following measurable outcomes occurred during the reporting period:

#### **Fire Prevention Activity**

- Provided a fire prevention message with KOTZ Radio and discussed the importance of smoke alarms in the home and reminding residents to ensure they are installed and testing their device every month
- Continuing fire extinguisher distribution to local communities and working with the fire chiefs and local tribal government office to establish a working list of needs.

#### **Fire Training Activity**

- Fire chiefs met in Kotzebue, AK on 2.13.24 to conduct annual contracts and obtain up-to-date information about equipment and reporting expectations.

#### **Fire Department Correspondence and Relations**

- Attended the Alaska Fire Chiefs Association Leadership Summit in Juneau, AK and met with both Senator Olson and Representative Baker to discuss HB 218 and provide insight and feedback concerning the overall rural fire department needs for our villages.
- Completed the annual State of Alaska DPS DFLS Fire Department registration which provided local department efforts and goals for the upcoming year.



# Northwest Arctic Borough

P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907) 442-2930 www.nwabor.org

**DATE:** March 14,2024

**TO:** Dickie Moto, Mayor

**FROM:** Clara Jones, Public Services Director

**SUBJECT: DEPARTMENT REPORT TO ASSEMBLY THRU THE MAYOR**

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*Thank you for the opportunity to provide an update regarding the activities of the Public Services Department. Our team has been involved in a variety of activities and services this report period.*

*Since my last report the Homeless Coalition as of March 1<sup>st</sup>, has insurance, we are covered for liability, workers comp, sexual assault, insurance that covers the board members from any lawsuit. With that we will be working to open the shelter here soon. Bree Swanson with Maniilaq will see if any of their employees are able to pick up extra hours to help open the shelter.*

*Working with Noah Naylor, Planning Director with this year's Ice Roads with SIRA and State DOT. We have met with the funding agencies through teleconference to go over the Program. We will be working with Kiana, Noorvik and KIC to set up teleconference meetings with all the key players for this years Ice Road.*

*Dominic has been busy with a variety of tasks and duties. He also submitted a department report for him and Chip at the end of the status of public service active projects. We are happy to report that 98% of the buildings have been recarpeted. The last little room is the reception office. The original flooring was glued down in a manner that did not allow Chip to remove the old carpet. So, we have had to track down spray on adhesive. The plan is to glue the new carpet onto the old carpet. Chip will plan for a weekend to put down the new carpet, as the spray on adhesive would give off a strong odor.*

*Chuck Schaeffer and Victor Stalker. We have been experiencing a series of storms the past month. This prevents them from traveling. They have been doing machine maintenance and preparing the freight sleds with materials needed for our next project. The public services department has assisted in a few different ways with the swan lake loop freeze-up. Chuck and Victor were able to get a 300-gallon fuel tank on a trailer set up for Kotzebue IRA to use with their bottled water deliveries. We also had room in our garage for the IRA to store pallets of water.*

*Also, this past week the Public Service guys have been busy thawing out the sewer lines to the Northwest Borough building with the help of John Bullock and his crew, Chip,*

Chuck, and Victor. The Sulianich sewer line is frozen according to Vika. We will have the guys go over to check on the sewer line. Thank you, guys, for all you did to thaw out the sewer line to the Borough.

#### STATUS OF PUBLIC SERVICES ACTIVE PROJECTS

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*Project Name: Elders Regional Heater Repair Program*  
*Scope: Inspect, clean, and recalibrate residential boilers and Toyostoves*  
*Funding: Joint Initiative with NANA*  
*Project Phase: Maintenance*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*

*Status: Just a quick update for Northern Contractors*

*The guys are travelling out to Noatak 3/15 to go start the repairs to the boiler maintenance project.*

---

*Project Name: Kivalina Road Maintenance Project*  
*Scope: Snow removal, resurfacing, dust control.*  
*Funding: FY23 General Fund*  
*Project Phase: Maintenance*  
*Community: KVL*  
*Manager: Clara Jones, Public Services Director*

*Status: Road maintenance is budgeted for 100K for FY24.*  
*Dom has a written report regarding KVL*

*The loader in Kivalina had errors pop up on it again a few weeks ago. We planned for a CMI technician to go to Kivalina last week. He was able to get up there and reset the machine. As of the time this report is being written, the loader is operational.*



---

*Project Name: Shelter Cabin Construction & Renovation*  
*Description:*  
*Scope: Construct new shelter cabins and renovate existing shelter cabins*  
*Funding: \$77K from FY22 General Fund for construction materials*  
*\$150K from FY23 General Fund for labor, parts, & supplies*  
*Project Phase:*  
*Community: All Villages*  
*Manager: Clara Jones, Public Service Director*

*Status:* January 17, 2024 Chuck Schaeffer's Shelter Cabin Report

We have been experiencing a series of storms the past month. This prevents us from traveling. We have been doing machine maintenance and preparing the freight sleds with materials needed for our next project. It is the shelter cabin between the villages of Noatak and Kivalina. We are ready to head out to Noatak. We will stage our materials there. The wood stove in that cabin burned a hole on the ceiling of that cabin. The lid will be repaired. We have a new wood stove and insulated piping to replace. Then we can do some interior work. The plan is to leave in the next day or two.

---

*Project Name: Public Safety Warm Storage Construction*  
*Scope: Construct 20' x 24' warm storage buildings for Search & Rescue/Fire Dept equipment storage in all villages, including electrical meter base, man and garage door access, and oil heater with fuel tank.*  
*Funding: FY23 General Fund + SOA Grant.*  
*Project Phase: Construction*  
*Community: All Villages*  
*Manager: Clara Jones, Public Services Director*  
*Status: We expanded this project to include WLK, OBU, SHG, ABL, & BKC. We've reached out to each village and identified existing vacant buildings to renovate. We met with LBB and determined a*



*lease agreement would best serve the project due to the 20-year site control requirement.  
(No new updates)*

---

*Project Name: Buckland Kivalina VPSO Warm Storage Construction  
Description:  
Scope: Construct 16' x 20' warm storage units for VPSO equipment storage in Buckland and Kivalina, including electrical meter base, man and garage door access, and vented oil heater with fuel tank.  
Funding: \$107,500 FY22 General Fund – Encumbered & Lapsed  
Project Phase: Construction  
Community: BKC & KVL  
Manager: Chris Hatch, Public Safety Director  
Status: Got the agreement with City of Buckland on the building. Will move forward with the project.*

---

*Project Name: Kotzebue VPSO Warm Storage Construction  
Scope: Construct 16' x 20' warm storage building for VPSO program, including electrical meter base, man and garage doors, and vented oil heater with fuel tank.  
Funding: FY23 General Fund  
Project Phase: Construction  
Community: OTZ  
Manager: Chris Hatch, Public Safety Director  
Status: This project postponed until village projects done per Mayor, but I'd like to get it moving by this summer, if possible, to use material.*

---

*Project Name: Kobuk VPSO Warm Storage Construction  
Scope: Construct 16' x 20' warm storage building for VPSO vehicle storage in Kobuk, including electrical meter base, man and garage door access, and vented oil heater with fuel tank.  
Funding: FY23 General Fund. Need to put out to bid.  
Project Phase: Construction*

*Community: OBU*  
*Manager: Chris Hatch, Public Safety Director*

*Status: Materials stored in a connex were moved to School property for winter storage. Got site control via a land lease.*

---

*Project Name: VPSO Warm Storage Meter Base Relocation*  
*Scope: Relocate meter bases on four VPSO warm storage units to meet AVEC code requirements*  
*Funding: \$15K FY23 General Fund*  
*Project Phase: Maintenance*  
*Community: Shungnak, Ambler, Kiana, Noatak*  
*Manager: Chris Hatch, Public Safety Director*

*Status: We'll install a platform starting in Ambler.*  
*( No new updates)*

---

*Project Name: Kivalina Stockpiled Aggregate*  
*Scope: Project associated with Kivalina Evacuation & School Site Access Road for road maintenance.*  
*Funding: ARPA Fund.*  
*Project Phase: Renovation*  
*Community: KVL*  
*Manager: Clara Jones, Public Services Director*

*Status: Dominic is getting price quotes for swing gates.*

---

*March report:*

*Kivalina:*

*The loader in Kivalina had errors pop up on it again a few weeks ago. We made arrangements for a CMI technician to go to Kivalina last week. He was able to get up there and reset the machine. As of the time this report is being written, the loader is operational.*

Kotzebue:

*We are happy to report that 98% of the building has be recarpeted. The last little room is the reception office. The original flooring was glued down in a manner that did not allow for Chip to remove the old carpet. So we have had to track down spray on adhesive. The plan is to glue the new carpet onto the old carpet. Chip will plan for a weekend to put down the new carpet, as the spray on adhesive would give off a strong odor.*

*As many of you know the NWAB building had frozen sewer lines. Despite Chips exhaustive efforts, he was unable to get it cleared out. Clara will have more details on this in her report.*

*We have worked on narrowing down the sewer issue at Sulianich. The first time we went to investigate it was an air pocket in the toilet line. As this report is being written, we have guys there now looking at it for a 2<sup>nd</sup> time. In the end to fix this issue before next winter something will need to be done this summer. From what I'm told the line from the toilet has to go up at a slight incline to the sewer main on 3<sup>rd</sup> ave. this incline causes air pockets in the line, which would make it appear that the line is frozen. As summer approaches we will look into a more permanent fix before next summer. As well as the ramp issue going into the building.*

*I.T. issues, Dominic has worked with ACS for weeks to figure out the lockout/email issues. With ACS help they have escalated the trouble ticket to Microsoft directly. He has also helped purchase a new desktop for one of the clerks. He also helped get Shauntai and josie laptop and monitors purchased.*

*The public services department has assisted in a few different ways with the swan lake loop freeze-up. Chuck and Victor were able to get a 300 gallon fuel tank on a trailer set up for Kotzebue IRA to use with their bottled water deliveries. We also had room in our garage for the IRA to store pallets of water.*

*This concludes my report.*

**Dominic Ivanoff**  
**Northwest Arctic Borough**



Northwest Arctic Borough  
P.O. Box 1110 Kotzebue, Alaska 99752 (907) 442-2500 Fax (907)  
442-2930  
www.nwabor.org

**DATE:** March 14, 2024  
**TO:** Dickie Moto, Mayor  
**FROM:** Noah Naylor, Planning Director  
**SUBJECT:** ASSEMBLY DEPARTMENT REPORT THRU THE MAYOR

---

This report is submitted to the Assembly on matters that support daily operations, meetings conducted or attended, planned meetings/travel to inform you of the purpose and provide public information.

#### **DAILY OPERATIONS REPORT BY PROGRAM:**

##### **Planning Director**

##### **Office and Communication:**

###### *Plats*

No Plats were reviewed this reporting period.

##### **Planning Commission:**

We do need to schedule a planning commission meeting. We have 4 members available and can not meet if one can not make the meeting. We did schedule a Planning Commission meeting for February 16<sup>th</sup>, 2024. We had a quorum as of the 14<sup>th</sup>, but because last minute conflict we will have to reschedule. Commissioner Wayne Hogue has left the State so his seat will be open. We currently have 3 open seats. I have included the notice of open seats in my report.

##### **Safe Ice Road for Alaska:**

I am working with Clara on the states Ice road grant. We are looking to fund the Kobuk River Ice Road as well a Ice road in Kivalina to a water source. The Safe Ice Roads for Alaska (SIRA) Program is a competitive access funding program for ice roads using Federal Surface Transportation Block Grant (STBG)1 funding. This funding aims to develop and maintain ice and seasonal roads that are significant in providing essential connections between rural communities. These connections promote routine travel for jobs, food, medical services, cultural preservation and development, and community events. The Alaska Department of Transportation and Public Facilities (DOT&PF) planning staff will assist communities in preparing projects for submission by identifying needs through public outreach and involvement, evaluating, and scoring eligible projects against the specified criteria, and prioritizing and selecting projects to receive funding.

SIRA is a reimbursement-based program; once awards are determined, DOT&PF planning staff will continue coordinating with the awardees to review and verify documentation showing labor costs, maintenance costs, vehicle/equipment mileage, and ice road inspections. The responsibility remains with the awardee to provide accurate documentation and reporting, and to assist in that, templates are readily available to all awardees.

## **Planning Administrator**

### **Title 9 Permitting:**

#### Approved Permits:

- Title 9 Major Use Permit #101-03-23: NIHA Noatak Water & Sewer Extension
- Title 9 Major Use Permit #102-03-23: NIHA Ambler Brook St. & Shungnak Ave. Road Construction
- Title 9 Minor Use Permit #103-03-23: GCI Kivalina-Kotzebue-Deering Fiber Optic Connection and Cable Landing Station Gravel Pad
- Title 9 Conditional Use Permit #104-03-23: Noorvik IRA Middle Cemetery Road Construction
- Title 9 Minor Use Permit #105-03-23: Teck American Incorporated Red Dog Mine Contractor Camp Interior Renovations
- Title 9 Conditional Use Permit #106-03-23: Ambler Metals LL Upper Kobuk Mineral Project
- Title 9 Conditional Use Permit #107-03-23: Valhalla Metals Ambler Mining District Mineral Exploration
- Title 9 Conditional Use Permit #108-03-23: Drake Construction Inc. Noorvik Hotham Peak Gravel Extraction
- Title 9 Major Use Permit #111-03-23: NANA Construction Selawik Village Office Construction
- Title 9 Major Use Permit #112-03-23: NANA Construction Kivalina Village Office Construction
- Title 9 Major Use Permit #113-03-23: NANA Construction Shungnak Village Office Construction
- Title 9 Minor Use Permit #114-03-23: Teck American Incorporated LIK Mineral Exploration
- Title 9 Minor Use Permit #115-03-23: AKDOT&PF Kivalina Temporary Wind Measuring Tower
- Title 9 Minor Use Permit #116-03-23: Native Village of Buckland Tiny Homes Construction

#### Partially Approved Permit:

- Title 9 Major Use Permit #110-03-23: OTZ Telephone Village Connect Project

#### Permits for Public Comment:

- Title 9 Major Use Permit #118-03-23: City of Kobuk Community Building Construction

#### Pending Permits:

- Title 9 Major Use Permit #117-03-23: City of Noorvik Sewage Lagoon Replacement & Access Road – Site Control Needed

**Trainings:**

- Floodplain Management Trainings
  - NFIP Substantial Damage Basics & Post Storm Workshop

Below is a list of Title 9 Permits for FY23:

Permit #	Permit Type	Permittee	Project Description	Date of Issue	Expires On
101-03-23	Major Use	Northwest Inupiat Housing Authority	Noatak Water and Sewer Main Extension	03/21/23	12/31/24
102-03-23	Major Use	Northwest Inupiat Housing Authority	Ambler Brooke Street and Ambler Avenue Road Completion	03/21/23	12/31/24
103-03-23	Minor Use	GCI Communication Corp	GCI Kivalina-Kotzebue-Deering Fiber Optic Cable Connection and Cable Landing Station Gravel Pad Construction	03/10/23	12/31/23
104-03-23	Conditional Use	Noorvik Native Community	Noorvik Middle Cemetery Road Construction	05/08/23	12/31/25
105-03-23	Minor Use	Teck American Inc.	Red Dog Mine Contractor Camp Interior Renovations	02/15/23	12/31/24
106-03-23	Conditional Use	Ambler Metals LLC	Upper Kobuk Mineral Project	05/08/23	12/31/26
107-03-23	Conditional Use	Valhalla Metals Inc.	Ambler Mining District	05/08/23	12/31/26
108-03-23	Conditional Use	Drake Construction Inc.	Noorvik Hotham Peak Gravel Extraction	05/08/23	12/31/23
109-03-23	Conditional Use	Native Village of Deering	Deering Road Maintenance, Gravel Extraction & Gravel Pad (Amendment of CU Permit #117-03-22)	05/08/23	12/31/26
110-03-23	Conditional Use	OTZ Telephone Cooperative, Inc.	OTZ Telephone Village Connect Project	Partially Approved on August 24, 2023	
111-03-23	Major Use	NANA Construction	Selawik Village Office Construction	06/23/23	12/31/24
112-03-23	Major Use	NANA Construction	Kivalina Village Office Construction	06/23/23	12/31/24
113-03-23	Major Use	NANA Construction	Shungnak Village Office Construction	06/23/23	12/31/24
114-03-23	Minor Use	Teck American Incorporated	LIK Mineral Exploration	04/20/23	12/31/26
115-03-23	Minor Use	AKDOT	Kivalina Temporary Wind Measuring Tower	07/11/23	12/31/25

116-03-23	Minor Use	Native Village of Buckland	Tiny Homes Construction	08/31/23	12/31/24
117-03-23	Major Use	City of Noorvik	Sewage Lagoon Replacement & Access Road	Pending – Site Control Needed	
118-03-23	Major Use	City of Kobuk	Community Building Construction	Public Comment Period Until 09/28/23	



**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
ORDINANCE 24-06**

**AN ORDINANCE OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY ADOPTING CHAPTER 12.24 OF THE  
BOROUGH CODE TO ESTABLISH BACKGROUND CHECK  
REQUIREMENTS FOR LAW ENFORCEMENT OFFICERS, AND  
FOR RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough Public Safety Department implements the Village Public Safety Officer (VPSO) Program for the region; and

**WHEREAS:** the Public Safety Department wishes to establish a codified set of standards for background checks for law enforcement officers, including VPSOs; and

**WHEREAS:** establishing background check standards will help ensure uniform standards for conducting background checks that will help screen suitable applicants; and

**WHEREAS:** adoption of Chapter 12.24 of the Borough Code will help promote public safety throughout the region while facilitating effective administration of the VPSO Program.

**NOW THEREFORE BE IT ENACTED BY THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY:**

**Section 1:** Chapter 12.24 of the Borough Code is adopted as follows:

**Chapter 12.24  
LAW ENFORCEMENT OFFICERS**

**Sections:**

**12.24.010 Policy and Application.**

**12.24.020 Background checks.**

**12.24.010 Policy and Application.**

A. It is the policy of the Northwest Arctic Borough that any Village Public Safety Officer (VPSO) or Regional Public Safety Officer (RPSO) employed by the borough undergo an independently conducted law enforcement background check evaluating character and suitability for service as a law enforcement officer.

B. This chapter applies to any borough employee serving as a law enforcement officer, including a VPSO, RPSO, or any other capacity. It also applies to any employee whose primary job duties involve supervision of law enforcement officers.

#### **12.24.020 Background checks.**

A. It will be the policy of the borough that any law enforcement officer employed by the borough undergo an independently conducted law enforcement background check in which previous employers, references, and the applicant are interviewed. All background checks must include a review of an applicant's court record, driving record, criminal history, credit report, and any other relevant information the department deems necessary.

B. Background checks will evaluate the applicant's character and suitability for law enforcement. Background checks will also review an applicant's employment history to determine whether the applicant has been discharged or resigned under threat of discharge from employment as a law enforcement officer of any type.

C. Background checks will evaluate conduct that would cause a reasonable person to have substantial doubt about an individual's honesty, fairness, and respect for the rights of others and the even-handed application and enforcement of laws and regulations. Background checks must also evaluate conduct detrimental to the integrity of the police department. All applicants must complete and submit an Alaska Police Standards Council personal history statement for review.

D. Applicants will also be screened by a licensed psychiatrist or psychologist to certify that the applicant does not have a mental or emotional condition that would adversely affect the performance as a law enforcement officer. The Borough should receive a report and a completed Alaska Police Standards Council Psychological Evaluation form.

E. Applicants must undergo a medical examination and submit a medical record form supplied by the Department of Public Safety, including a certification from a licensed physician, advanced practice registered nurse, or physician assistant that the applicant does not have a physical or hearing condition that would adversely affect performance as a law enforcement officer.

F. Applicants must provide confirmation of normal ocular color discrimination, normal binocular coordination, normal peripheral vision, and corrected visual acuity of 20/30 or better in each eye.

G. Applicants must submit to a drug test for illegal narcotics as prescribed by borough policy.

H. To facilitate background checks, applicants must provide two sets of fingerprints for submission to the Department of Public Safety for a background clearance check for access to Criminal Justice Information Services.

I. If the borough has a copy of a background, medical, or psychological evaluation that was completed within the previous 12 months, a new exam may not be required in the discretion of the director of public safety.

**Section 2:** This Code Ordinance shall be effective immediately.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**

**First Reading:** \_\_\_\_\_

**Second Reading:** \_\_\_\_\_

**NORTHWEST ARCTIC BOROUGH  
RESOLUTION 24-07**

**A RESOLUTION OF THE NORTHWEST ARCTIC  
BOROUGH ASSEMBLY APPROVING A FIREARMS  
PROCEDURE MANUAL FOR THE VILLAGE PUBLIC  
SAFETY OFFICER PROGRAM, AND FOR RELATED  
PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough implements the Village Public Safety Officer (VPSO) program through annual grants with the Department of Public Safety; and

**WHEREAS:** in 2014, the Alaska Legislature unanimously amended Alaska Statutes to authorize VPSOs to carry handguns following the fatal shooting of an unarmed VPSO in Manokotak; and

**WHEREAS:** under AS 18.65.678, a VPSO may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed: (1) a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department; (2) a psychological examination conducted by a mental health professional; and (3) all annual firearm qualification requirements; and

**WHEREAS:** to meet these requirements, the Borough's Public Safety Department has been undertaking careful review and preparation to arm its VPSOs; and

**WHEREAS:** arming VPSOs will help protect VPSOs, make communities safer, and aide overall law enforcement efforts; and

**WHEREAS:** the Assembly desires to ensure the safety and well-being of Borough residents in all of its communities; and

**WHEREAS:** the Assembly wishes to approve the Firearm Procedure Manual in order to establish a comprehensive framework to arm Borough VPSOs.

**NOW THEREFORE BE IT RESOLVED BY THE NORTHWEST ARCTIC BOROUGH ASSEMBLY:** the Borough approves the Northwest Arctic Borough Firearm Procedure Manual in substantially the same form as accompanies this Resolution.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**



# Village Public Safety Officer Regional Public Safety Officer Firearms Procedures Manual

March 2024

## Mission:

The Northwest Arctic Borough will work to improve the quality of life for all residents.

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## 100.00 Firearms Procedures Manual

The Firearms Procedures Manual (FPM) is comprised of established policies and relevant procedures. The official version of this document shall be retained on the NAB server. All printed versions of this document are not considered official and are to be reviewed with the understanding that updates may not be represented. It is the reader's responsibility to review the official version before acting on any given policy.

The firearms policies established within this manual shall not supersede or override laws or regulations. Each employee is responsible for understanding and following the intent and spirit of these policy directives. Violations of this manual may be the basis of departmental administrative action and may result in disciplinary action, up to and including dismissal. Violations of this manual may also subject the employee to criminal prosecution if such violation is also a violation of federal, state, or local statute, ordinance, law, or regulation.

This manual will be reviewed annually and may be updated more frequently on a need basis. All changes to the FPM must have originated or been approved by the director of Public Safety office.

Once the changes are approved the VPSO Coordinator or designee will be responsible for making changes to the FPM, notifying the department employees of the change, and publishing the approved manual on the NAB server.

### 100.10 Introduction

The Village Public Safety Officer Program was established in 1979 by the Alaska Legislature. The officers provide rural Alaskan communities with public safety support. The Northwest Arctic Borough oversees the VPSO program for the region. The Village/Regional Public Safety Officers are training law enforcement officers. It is the decision of NAB to arm the V/RPSO in the region to increase officer safety and the response capabilities of the officers.

In May of 2022, the State legislature passed a VPSO bill strengthening the law enforcement capacities of the VPSO's. The Northwest Arctic Borough has decided to become an armed VPSO program.

Alaska Statute 18.65.680 set out the following requirements (a) A Village Public Safety Officer may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed (1) a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department; (2) a psychological examination conducted by a mental health professional; and (3) all annual firearm qualification requirements. (b) In determining the successful completion of basic firearms training, the department may consider previous training and experience that is substantially similar to the training required under (a) of this section.

13 AAC 96.105 sets out the following regulation (a) A Village Public Safety Officer may not, except in an emergency, carry a firearm in the performance of the officer's duties until the officer has successfully completed a basic firearms training program that is certified by the Alaska Police Standards Council or substantially similar training as determined by the department. (b) In determining the successful completion of basic firearms training, the department may consider prior training and experience that is substantially similar to the training required under (a) of this section.



## 100.15 policy

It will be the policy of the NAB VPSO program that all VPSO / RPSO's who have met the statutory requirements set out in Alaska Statute 18.65.680 and regulation set out in 13 AAC 96.105. Once approved by the VPSO Coordinator and Public Safety Director VPSO's will be authorized to carry a firearm in the performance of the officer's duties. An officer will also be authorized to carry a firearm off duty if they meet the requirements laid out in this manual.

Once authorized a VPSO /RPSO will store their issued duty firearm within a safe located in their VPSO housing or the Borough office. No VPSO is authorized to remove any firearms from the safe without prior supervisor approval, beyond retrieving their firearm for the start of their shift or call out.

If a VPSO is on temporary duty assignment in a location that does not have a safe, they will be issued a lockable firearms gun case that meets the requirements of the TSA. Their duty weapon should be stored in this case. This case should not be left in an area that is unsecure or is accessible by the public. VPSO /RPSO's are prohibited from loaning or providing access to firearms except with permission of a supervisor or in circumstances where such actions are necessary to prevent immediate risk of serious injury or death. VPSO /RPSO's must ensure that all issued weapons are accounted for each day. Missing firearms are to be reported immediately to supervisors and the Alaska State Troopers.

VPSO /RPSO's who are authorized will be issued one semi-auto Glock 47 Gen 5 MOS pistol, three magazines, one level 3 security holster, one dual magazine pouch, one carrying case that meets Transportation Security Administration (TSA) requirements. A weapon mounted Light and Weapon mounted optic.

VPSO / RPSO's must carry their identification cards and badge when carrying a weapon, except when impractical or dangerous to their safety while performing assigned duties. VPSO/ RPSO's must make every effort to always ensure the security and safekeeping of the identification card and badge. They will furnish their name and badge number to any person requesting that information, when they are on duty or while holding themselves out as having an official capacity, except when the withholding of such information is necessary for the performance of police duties or is authorized by proper authority. Missing identification cards and badges are to be reported immediately.

VPSO/RPSO's are also governed by sections of the Alaska State Trooper OPM. These sections will be included in the back of the manual.

## 100.20 Eye and Ear Protection/Personal Safety

Officers are required to wear hearing and eye protection when weapons are being fired during range practice, qualifications, or competitions. It is recommended that ear plugs are used in conjunction with outer hearing protection for the highest level of protection.

If only muffs or plugs are being used, muffs are preferred as they provide a higher level of protection and reduce the sound entering the ear canal from the mastoid bone behind the ear. Shooters who need prescription glasses to shoot are encouraged to use wrap around eye protection over their prescription glasses, or to utilize commercial or homemade side protection that slides over the temples of the glasses. Prescription glasses must have shatter resistant lenses to qualify as eye protection. Ball caps are also strongly encouraged to prevent brass from other shooters' guns from falling behind the eye protection.

Members who are pregnant should consult with a medical professional before using firearms to discuss risks and appropriate precautions.

Members are reminded to wash their hands with cold soapy water after shooting or cleaning their firearms and especially before eating, smoking, or touching their face with their hands.

### 100.30 Firearms Instructors and Armorers

A. *Quality firearm training and maintenance.* The department recognizes that the use of firearms in the line of duty is a high risk but low frequency activity. The department establishes policies in this section to ensure that officers receive consistent high-quality firearms training and maintenance. The Firearm Instructor and Armorer program is established to:

1. Ensure consistency of training through required compliance with established training materials.
2. Provide a periodic review of the program to determine if new and better methods have been developed and updating the training materials as needed; and
3. Ensure that the Firearm Instructors within the department are of the highest quality, are trained and are provided with opportunities to enhance their capabilities as instructors.

B. *Selection criteria for Firearm Instructors.* When selecting officers to be considered for training to become Firearm Instructors, consideration should be given to:

1. The officer's interest in firearms and in being a certified police Instructor through Alaska Police Standard Council on the topic of firearms and the enthusiasm that the officer would bring to the program.
2. The officer's assignment and the availability of the officer for training and for re-certification as a Firearm Instructor.
3. The officer's proficiency with department firearms to include handgun, shotgun, and patrol rifle.
4. The officer's overall physical fitness and ability to perform physically demanding tasks for long periods of time in all types of weather; and,
5. Attendance at a Methods of Instruction (MOI) class. The officer may be allowed to attend the Firearm Instructors course prior to attending the MOI but will not be considered a certified instructor until MOI training has been successfully completed.

C. *Requirements for certification as a NAB Firearm Instructor.* In order to become a certified NAB Firearm Instructor, the officer must have the following:

1. VPSO coordinators nomination for the training.
2. Successful completion of a Method of Instruction (MOI) class.
3. Meet the minimum qualifications for entry into the class which include firing a handgun qualification, meeting the requirements of section 100.60 (E), during a

supervised qualification within ten (10) days prior to the beginning date of the class. The sponsoring instructors can modify the location and circumstances involving this requirement, but the requirement will not be waived.

4. Proficiency in the use of the issued / authorized shotgun and patrol rifle. A review of the selectee's qualification scores will be used to aid in determining proficiency; and,
5. Successfully complete all aspects of the Firearm Instructor's Training Program, which include, but are not limited to:
  - a. Demonstrating the ability to properly perform all instructed functions with the issued /authorized weapon(s), which will include a final qualification score, meeting the requirements of section 100.60 (E), at the conclusion of the handgun instructor's course. This level of performance must be demonstrated for each weapon the officer is certified to instruct.
  - b. Demonstrating the ability to properly articulate and present the department's firearm training materials in a classroom and range environment.
  - c. Demonstrating enthusiasm for the program and desire to ensure that the department's training material will be complied with while training department officers.
  - d. Receiving the endorsement of the class instructors.
  - e. Meeting the instructor certification requirements of the Alaska Police Standards Council.

D. *Levels of certification.* Department officers can be certified as Firearm Instructors at the following levels through DPS provided training.

1. Handguns (basic mandatory level) – all instructors must complete this training
2. Shotguns – normally provided during Firearm Instructor Training
3. Patrol Rifles – normally provided during Firearm Instructor Training
4. Upon successful completion of specialized training approved by NAB, DPS and the Alaska Police Standards Council, NAB Firearm Instructors can also be certified to instruct:
  - a. Miniature Red Dot Sight (MRDS) Handgun
  - b. Less-lethal Munitions

E. *Recertification of Firearm Instructors.* A Firearm Instructor certification lasts for a period set by the certifying authority.

1. Failure to recertify within the set period will cause the instructor's certification to expire. The instructor will no longer be considered a NAB Firearm Instructor and will not be allowed to provide training to department officers.

2. Once an instructor's certification has expired, the instructor must complete the instructor course to be recertified.
3. An instructor's certificate can be extended for a maximum of six months if:
  - a. The instructor course or a recertification class that will occur within six months of the original expiration date; and,
  - b. The instructor is signed up for the class.

F. *Decertification of Firearm Instructors.* The VPSO Coordinator oversees the Firearm Instructor program and has the responsibility and authority to decertify an instructor for violations described below. When considering decertification, the coordinator may wish to seek input from department officers and other instructors concerning the performance of the affected instructor, consult with DPS, and the affected instructor's direct supervisor. Except in the most urgent of cases, the VPSO coordinator should seek input and guidance from the Public Safety director prior to decertification.

1. A NAB firearms instructor can be decertified for:
  - a. Allowing gross or repeated safety violations by students during classroom and range sessions.
  - b. Non-compliance with or violations of the established training program.
  - c. Failure to properly instruct department training materials.
  - d. Poor overall performance as a firearms instructor; or,
  - e. A clear lack of enthusiasm towards continued participation in the program.
2. Decertification Process - After an issue is brought to the attention of the firearms coordinator, the coordinator determines if the offense is serious enough to start the decertification process. The steps listed below will be adhered to throughout the process:
  - a. Place the instructor on probation. Notification of the probationary status and the allegation shall be made verbally and in writing to the instructor. The instructor's direct supervisor shall also be notified of the process.
  - b. Request a written response from the instructor regarding the allegation(s).
  - c. Start the instructor on a remedial program to correct the deficiency. A written plan will be submitted to the instructor outlining the steps that need to be completed prior to the group deciding on the instructor's certification.
  - d. Instructor may be suspended from teaching firearms or required to teach under supervision.

- 
- e. Probation will be no longer than ninety (90) days. The VPSO Coordinator or Public Safety director can waive this on a case-by- case basis. At the completion of probation, the coordinator will submit a written report to the Public Safety Director recommending whether the instructor should continue being an instructor.
    - The Public Safety Director will have the final decision on whether to revoke the firearms instructor certificate and will notify the instructor and VPSO Coordinator in writing.
  3. Remediation of Firearms Instructors:
    - a. If the instructor fails to meet any of the criteria set forth in the remedial training memo, it may result in immediate revocation of the firearms instructor certificate.
    - b. Once the instructor is placed in a remedial program, only the Public Safety Director can take the instructor off this status.
- G. *Armorer certification and duties.* In order to maintain the credibility of the Armorer program, the following guidelines will be followed:
1. Department firearm armorers will frequently also be department firearm instructors, but exceptions can occur.
  2. All department weapons will be inspected, modified, or repaired by department armorers.
  3. Armorers will be considered certified in a particular weapon after attending a manufacturer's endorsed training program.
  4. Armorers will attend training for each weapon for which they will be expected to perform armorer duties.
  5. An armorer's certification in a particular weapon will expire four years from the date that training was completed unless the manufacture has a specifically stated a different date or period of time.
  6. Armorers will only perform modifications and/or repair to department weapons that are within their capabilities and consistent with their training.
  7. Department armorers will be permitted to inspect weapons that are personally owned as outlined in section 100.210 addressing personal firearms.

## 100.40 Guidelines for Firearms Instructors

- A. *Standards strictly enforced.* In order to assure the credibility of the firearms program of the department, the standards of the program will be strictly maintained, and all guidelines strictly enforced by the firearms instructor. For the purposes of qualification, and to meet the OPM definition of a supervised qualification, a firearms instructor has both its traditional meaning, or, if a certified firearms instructor is not available, a supervisor at the rank of sergeant

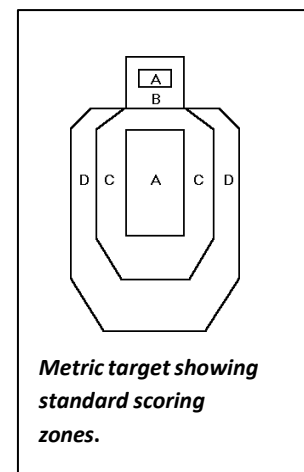
or above who is familiar/comfortable with the department's firearms program and who has written permission from their current coordinator or public safety director to conduct supervised range qualifications; they are also responsible for ensuring malfunction/conditions of carry drills are completed, completing and submitting any subsequent qualification sheets, notifications for failure to qualify, etc. This permission must be updated with each new coordinator and public safety director. All firearms instructors (and supervisors acting as firearms instructors) shall review this manual and the OPM section on Weapons Standards & Types at least annually.

B. *Safety Briefings Required.* Prior to each day's range session, the firearms instructor is responsible for:

1. Reviewing the four firearms safety rules for all shooters, ensuring that they are all understood.
  - a) ***All Guns are always loaded.***
  - b) ***Never let the muzzle cover anything you are not willing to destroy.***
  - c) ***Keep your finger off the trigger until your sights are on the target and you have decided to fire.***
  - d) ***Be sure of the target, as well as the surroundings and beyond.***
2. Identifying the location of trauma kit(s) and attendees who have medical training.
3. Reviewing the medical and/or evacuation plan in the event of a traumatic medical emergency.
4. Sharing the above information with anyone who arrives after the briefing.
5. Enforcing rules regarding eye/ear protection and any related safety items.

C. *Qualifications evaluate all aspects of firearm proficiency.* In addition to achieving at least the minimum score, for a successful qualification, each shooter must demonstrate:

1. Overall safe handling of the weapon.
2. Overall compliance with the department's firearms training materials applicable to the particular weapon including at least:
  - a. Tactical loading (combat loading)
  - b. Speed loading (ejection port reloads)
  - c. Administrative loading and unloading
  - d. Press checks / chamber checks
  - e. De-cocking / safety manipulation
  - f. Slide / bolt manipulation.
3. Correct and timely performance of all malfunction drills performed as set out in department training materials as directed by a firearms instructor.



D. *Qualifications are a test.* Qualifications with firearms are a test of the officer's ability. As such, firearms instructors should run the qualification in a neutral manner, without offering coaching or instruction on how to do better on a particular stage or skill.

E. *Qualification requires compliance with NAB standards.* Qualification with a particular firearm requires compliance with all applicable department standards and practices. Officers unable or unwilling to comply with department standards and practices during qualification will not be deemed qualified with that particular weapon until compliance is demonstrated.

F. *Hit cutting lines scored as higher of values.* When scoring hits on targets, those hits permanently cutting the line between areas on a target will be scored as the higher value. Hits on the edge of the target that do not break the line into the D zone do not count.

G. *Malfunction clearance, Miniature Red Dot Sight malfunctions (handgun) and conditions of carry drills must be performed.* During supervised qualifications, each officer will be required to correctly demonstrate all malfunction clearance drills. For semi-automatic handguns, type 1 and type 2 malfunction will be completed in three seconds or less, type 3 malfunctions will be completed in seven seconds or less, and both hits after clearing the malfunction must be in the A or C zone of the target at seven yards or greater. For MRDS handguns, iron sight, and occluded lens, shooting will be completed in five seconds or less, and both hits after recognizing the malfunction must be in the A or C zone of the target at seven yards. It is at the discretion of the firearms instructor as to how many consecutive times a person must successfully complete a malfunction clearance before they are deemed to have passed, or how many failed attempts they may get before they have failed to qualify.

Malfunction clearance drills for long guns must also be performed within a reasonable time as determined by the firearms instructor, and should be done at 25 yards or greater, unless the shooter first transitions to the handgun, makes A or C zone hits, tac loads and secures the handgun, then clears the malfunction on the long gun and makes two more A or C zone hits.

In addition, when conducting supervised qualifications with long guns, officers will be required to successfully demonstrate for the firearms instructor going from action carry to cruiser carry in compliance with firearms training manuals.

Malfunction clearances (all guns except revolvers), *Miniature Red Dot Sight malfunctions (handgun)* and conditions of carry demonstrations (long guns only) will be documented on the qualification sheet.

H. *Multiple attempts to qualify allowed.* Shooters will be allowed no more than two attempts per day to successfully qualify. The second attempt is at the discretion of the firearms instructor and should only be done after the shooter has been consulted and the instructor is confident the shooter will pass. Any second attempts should be made as "cold" as possible. All failures to qualify require coordinator / public safety director notification. This requirement should factor into the instructor's decision to allow a second qualification on the same day.



I. *Qualifications are not training.* Qualification establishes a minimum level of performance as determined by NAB. Qualifications were designed by the firearms committee of AST and adopted by NAB to test specific skills that were deemed important to the philosophy of our firearms doctrine. As a physical skills test, qualifications can be a way for the officer to understand their current skill level and identify specific skills in need of improvement. Officers should avoid practicing specific stages of the qualification course and instead instructors should make every effort to provide officers follow-up training on the specific skills necessary to achieve higher proficiency.

### 100.50 Minimum Qualification Standards

A. *Requisites.*

**Refer to OPM 232.300 (B) Qualification required & OPM 232.300 (C) Supervised qualifications governing OPM requirements for qualification requirements.**

*'All officers must remain proficient and qualify with the department-issued handgun, and with each weapon they are authorized to carry, as specified in the [Firearms Procedure Manual](#).'*

B. The following are requirements specified by NAB:

<b>QUALIFICATION</b>	<b>HOW OFTEN</b>	<b>PASSING SCORE (Minimum)</b>
NAB Primary Handgun	<b>3 times a calendar year</b> *1 must be supervised	Score: Pass/Fail 100.60 (D) SERT Score: Pass/Fail 100.60 (E)
NAB Secondary Handgun	<b>3 times a calendar year</b> *1 must be supervised	Score: Pass/Fail 100.70 (D)
Shotgun - Buckshot/Select Slug	<b>2 times a calendar year</b> *1 must be supervised	Score: 81 points
Shotgun - Slug	<b>2 times a calendar year</b> *1 must be supervised	Score: 38 points
Patrol Rifle	<b>2 times a calendar year</b> *1 must be supervised	Score: 160 points
Magnum Rifle	<b>2 times a calendar year</b> *1 must be supervised	Score: 35 points
Less-Lethal Munitions	<b>1 supervised a calendar year</b>	Score: 2 hits (100% accuracy to Zone 1/2)
<p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Unsupervised quals can be run without the use of a shot timer if unavailable</li> <li>All supervised qualifications must include malfunction drills per OPM Section 232.300 (C)</li> <li>All qualifications must be documented on a qual sheet and entered into training record.</li> </ol> <p>Any failure to qualify during a SUPERVISED qualification must follow OPM Section 232.300 (D)</p>		



## 100.60 DPS Primary Handgun Qualification

### A. *Requisites.*

1. Handgun – NAB Primary handgun qualification shall be utilized for the issued full size on-duty in uniform handgun.
2. Target – IPSC Metric Torso – A 1-inch aiming dot can be added to the upper 1/3 of the A zone or a V may be drawn from each corner where the head/body meet, extending down at an angle and intersecting at the upper 1/3 of the A zone.
3. Cover – ‘Cover’ used in Stage 1 must provide sufficient area for the upper body to be concealed when shooting from the selected position. Must be able to transition to either side by taking no more than 2 lateral steps. (*Example: A mobile target stand with cardboard backers; A training vehicle*)
4. Ammunition – Forty (40) rounds of issue ‘duty’ ammunition or authorized full power ammunition in compliance with section 100.210(D).
5. Holster & Gear – All members, regardless of assignment, will qualify with the authorized ‘duty’ holster and issued uniform leather gear at least once each year during a supervised qualification. Non-uniform assignments may qualify with a secondary holster during the remaining annual qualifications. Non-uniformed officers must have an acceptable holster and ammunition carrier as determined by a firearms instructor and in compliance with section 100.210 (B).

### B. *Instruction to shooters.*

1. All stages, except those starting at guard, will start from standing with the weapon holstered and any/all retention secured. The shooter may not establish a grip or prep to defeat the holster’s retention prior to the start of the timer.
2. Any external/manual safety on the weapon must be engaged. Double action semi-auto pistols and revolvers will not be hand cocked at any stage.
3. Clothing, holster, and gear will be worn in the same fashion as when the weapon is typically carried for both uniformed and non-uniformed assignments.
4. Shooters must fire all rounds within the allotted time and perform the movements as instructed. If the required number of rounds within a stage were not fired prior to the time elapsing, or the shooter does not perform a movement as instructed, it should be considered a missed ‘opportunity’ and is no longer a viable option to shoot. A penalty will be provided for each shot fired outside the stage instructions.
5. The shooter will clear any malfunctions and complete the stage of fire. If the malfunction is cleared properly and in a timely manner, the time will not count against the shooter unless the malfunction was shooter induced.
6. Shooters will be evaluated to determine compliance with the department’s weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.

C. Primary Handgun Course of fire.

Stage 1 -- 25 yards -- 6 rounds -- 18 seconds

Starting from behind cover, from the holster, draw and fire 3 rounds from the right side of the barricade and 3 rounds from the left side of the barricade. Shooter's choice of position and the barricade may be used as support.

Stage 2 -- 10 yards -- 10 rounds -- 10 seconds From

the holster, draw and fire 10 rounds.

Stage 3 -- 7 yards -- 4 rounds -- 7 seconds

Insert an empty magazine into the gun. Starting at guard, fire 1 round to the body followed by a speed reload and fire a Fail to Stop, 2 rounds to the body and 1 round anywhere in the head. *\*Mark headshot*

Stage 4 -- 7 yards -- 5 rounds -- 7 seconds

Starting at guard with the weapon in the support hand only, fire 5 rounds unsupported.

Stage 5 -- 7 yards -- 1 rounds -- 3 seconds

From the holster, draw and fire one round anywhere in head. *\*Mark headshot*

Stage 6 -- 5 yards -- 5 rounds -- 5 seconds

Starting from the holster while holding a flashlight in the support hand, draw and fire 5 rounds weapon hand only. (*Braced handheld light techniques may not be used*)

Stage 7 -- 5 yards -- 5 rounds -- 3 seconds

Starting at guard, fire 5 rounds.

Stage 8 -- 2 yards -- 4 rounds -- 4 seconds

From the holster, draw and fire 2 rounds to the body, step off-line, and fire 2 rounds to anywhere in the head. *\*Mark headshots*

D. Pass/Fail Scoring Criteria

- a. Shooters will only be allowed a total of 4 missed shots.
- b. 32 or more rounds must hit within the A/C Scoring Zone
- c. Any shot intended for the head that hit the body are considered a miss and will not be counted in the A/C zone hit total. *\*Shots intended for the head must be marked after each stage*
- d. A penalty will be assessed for each round shot outside of the stage instructions (OT/Movement) and the total number of rounds will be deducted from A/C zone total.
- e. Excessive shots will be deducted from the A/C zone total.

Pass/Fail Scoring	
More than 4 Misses	Automatic Failure
Less than 32 A/C	Automatic Failure
32 A/C hits after deducting OT/extra rounds & 4 or less misses	PASS

E. *Instructor Standard* – Minimum scoring criteria for Firearm Instructor selection/graduation requirements require a clean qualification. This means 100% or 40 out of 40 rounds must be counted within the A/C scoring zone. Any missed shots or shots overtime are considered a failure for the purpose of this standard and will require a re-qualification.

## 100.70 NAB Secondary Handgun Qualification

### A. *Requisites.*

1. Handgun – Secondary handgun qualification shall be utilized for any secondary on-duty handguns (issued & personal) or off-duty handguns.
2. Target – IPSC Metric Torso – A 1-inch aiming dot can be added to the upper 1/3 of the A zone or a **V** may be drawn from each corner where the head/body meet, extending down at an angle and intersecting at the upper 1/3 of the A zone.
3. Cover – ‘Cover’ used in Stage 1 must provide sufficient area for the upper body to be concealed when shooting from the selected position. Must be able to transition to either side by taking no more than 2 lateral steps. (*Example: A mobile target stand with cardboard backers; A training vehicle*)
4. Ammunition – Twenty-six (26) rounds of issue ‘duty’ ammunition or authorized full power ammunition in compliance with section 100.210(D).
5. Holster & Gear – Officers must have an acceptable carry method, holster and ammunition carrier as determined by a firearms instructor and in compliance with section 100.210 (B). *\*It is suggested for firearms instructors to observe the shooter complete a draw with an unloaded firearm prior to starting the qualification to ensure the safety of the shooter and others online with the shooter.*

### B. *Instruction to shooters.*

1. All stages, except those starting at guard, may start from standing or a lower position with the weapon holstered and any/all retention secured. The shooter may be prepped to initiate the draw (with hands on or near clothing/zipper) but may NOT swipe, pull, or unzip items concealing the holstered handgun until the timer is initiated.
2. Any external/manual safety on the weapon must be engaged. Double action semi-auto pistols and revolvers will not be hand cocked at any stage.
3. Clothing, holster, and reloading gear will be worn in the same fashion as when the weapon is typically carried. The handgun must be fully concealed by an item of clothing or ballistic vest. External clothing such as sportscoat, jacket or ballistic vest must start in the closed position requiring the shooter to swipe, pull or unzip prior to drawing the handgun. Off-duty or UC clothing, such as tee shirts, sweatshirts, and jackets, must be untucked and covering the handgun requiring the shooter to pull the clothing prior to drawing the handgun.
4. Shooters must fire all rounds within the allotted time and perform the movements as instructed. If the required number of rounds within a stage were not fired prior

to the time elapsing, or the shooter does not perform a movement as instructed, it should be considered a missed 'opportunity' and is no longer a viable option to shoot. A penalty will be provided for each shot fired

outside the stage instructions.

5. 2 seconds will be added to stages starting from the holster if the secondary firearm is carried as a back-up to a primary handgun from locations such as inside vest, ankle, or pocket. Inside or outside waistband holsters use the standard time.
6. The shooter will clear any malfunctions and complete the stage of fire. If the malfunction is cleared properly and in a timely manner, the time will not count against the shooter unless the malfunction was shooter induced.
7. Shooters will be evaluated to determine compliance with the department's weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.

C. *Secondary Handgun Course of fire.*

Stage 1 -- 15 yards -- 6 rounds -- 8 seconds \*add 2 seconds for vest, pocket & ankle back-up

Starting from behind cover, from the holster, draw and fire 3 rounds from the right side of the barricade. Reload if necessary and return to the holster. Repeat the drill, firing 3 rounds from the left side of the barricade. Shooter's choice of position and the barricade may be used as support.

Stage 2 -- 10 yards -- 5 rounds -- 8 seconds \*add 2 seconds for vest, pocket & ankle back-up

From the holster, draw and fire 5 rounds.

Stage 3 -- 5 yards -- 3 rounds -- 4 seconds

Starting at guard with the weapon in the weapon hand only, fire 3 rounds unsupported.

Stage 4 -- 3 yards -- 3 rounds -- 4 seconds

Starting at guard with the weapon in the support hand only, fire 3 rounds unsupported.

Stage 5 -- 3 yards -- 5 rounds -- 4 seconds

Starting at guard, fire 5 rounds.

Stage 6 -- 1 yards -- 4 rounds -- 4 seconds \*add 2 seconds for vest, pocket & ankle back-up

From the holster, draw and fire 2 rounds to the body weapon hand only, step off-line while establishing a 2-hand grip, and fire 2 rounds to anywhere in head. \*Mark headshots

E. Secondary Handgun Pass/Fail Scoring Criteria

1. Shooters will only be allowed a total of 3 missed shots.
2. 21 or more rounds must hit within the A/C Scoring Zone
3. Any shot intended for the head that hit the body are considered a miss and will not be counted in the A/C zone hit total. *\*Shots intended for the head must be marked after each stage*
4. A penalty will be assessed for each round shot outside of the stage instructions (OT/Movement) and the total number of rounds will be deducted from A/C zone total.
5. Excessive shots will be deducted from the A/C zone total.

Pass/Fail Scoring	
More than 3 Misses	Automatic Failure
Less than 21 A/C	Automatic Failure
21 A/C hits after deducting OT/extra rounds & 3 or less misses	PASS

F. *Manipulations.* The shooter must properly demonstrate loading from the spare ammunition carrier and malfunction clearance drills (if applicable) with the handgun.

G. *Consequence of failure to qualify with personal secondary handgun - OPM 232.300(D)(2).* Failure to qualify within two attempts with a personal weapon, whether carried on duty or off duty, will result in the officer no longer being authorized to carry that weapon. The scores related to the failures to qualify will be recorded in the officers' training record. Any previously received authorization for the carrying of the weapon will be considered revoked.

## 100.80 Shotgun Qualification – Buckshot/Select Slug

### A. *Requisites.*

1. Target – IPSC Metric Torso
2. Ammunition – 10 rounds of 12-gauge 9-pellet Tactical Buckshot (other 9 pellet loads are acceptable if Tactical Buckshot is not available).
3. Ammunition – Two rounds of Slugs.

### B. *Instruction to shooters.*

1. Shooters will set up the shotgun in CRUISER CARRY with buckshot when instructed to do so.
2. Shooters will go from CRUISER CARRY to ACTION CARRY upon the command to “MAKE READY.”
3. All stages of fire start from the guard, ACTION CARRY, safety on.
4. Shooters will combat load and keep the shotgun in ACTION CARRY throughout the duration of the buckshot course.
5. Shooters will be evaluated to determine compliance with the department’s weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.
6. The shooter will clear any malfunctions in a shotgun and complete the stage of fire. If the malfunction is cleared properly and in a timely manner, the time will not count against the shooter unless the malfunction was shooter induced. There will be no exceptions or excuses.

### C. *Buckshot/Select Slug Course of fire*

#### Stage 1 -- 10 yards – 2 buckshot, 1 slug -- 11 seconds – PERFORM TWICE

On command, fire two rounds buckshot center mass followed by one select slug to the head.

#### Stage 2 -- 15 yards – 4 buckshot -- 8 seconds – PERFORM ONCE

On command, fire two buckshot center mass while standing followed by two buckshot center mass while kneeling.

#### Stage 3 -- 20 yards -- 2 buckshot -- 6 seconds – PERFORM ONCE

On command, fire one buckshot center mass while standing followed by one buckshot center mass while kneeling.

### D. *Scoring.* Maximum 108 – Minimum 81

Buckshot:           1 point for A or C zone  
                          0 point for B or D zone

- Buckshot fired when a slug should have been fired are 0 points
- Slugs: 9 points for A zone head shot  
6 points for B zone head shot 0 points for body A, C, D zone
- Overtime: Minus 9 Points for each late shot (Regardless of if buckshot or slug)
- Excessive shots: 9 points deducted for each excessive shot

## 100.90 Shotgun Qualification – Slugs

### A. *Requisites.*

1. Target – IPSC Metric Torso
2. Ammunition – 10 rounds of 12-gauge slugs

### B. *Instruction to shooters.*

1. Shooters will set up the shotgun in CRUISER CARRY with slugs when instructed to do so.
2. Shooter will go from CRUISER CARRY to ACTION CARRY upon the command to “MAKE READY.”
3. All stages of fire start from the guard, ACTION CARRY, SAFETY ON.
4. Shooter will combat load and keep shotgun in ACTION CARRY for the duration of the course.
5. Shooters will be evaluated to determine compliance with the department’s weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.
6. The shooter will clear any malfunctions in a shotgun and complete the stage of fire. If the malfunction is cleared properly and in a timely manner, the time will not count against the shooter unless the malfunction was shooter induced. There will be no exceptions or excuses.

### C. *Shotgun Slug Course of fire*

Stage 1 -- 25 yards -- 1 slug -- 3 seconds – PERFORM TWICE

On command fire one slug center mass from standing.

Stage 2 -- 35 yards – 2 slugs -- 10 seconds – PERFORM TWICE

On command, fire 2 slugs center mass. Start from guard to any position.

Stage 3 -- 50 yards -- 2 slugs -- 12 seconds PERFORM TWICE

On command, fire 2 slugs center mass. Start from guard to any position.

### D. *Scoring. Maximum 50 – Minimum 38*

A zone 5 points

B zone 4 points

C zone 4 points

D zone 3 points

Overtime: 5 points deducted for each late shot

Excessive shots: 5 points deducted for each excessive shot

## 100.100 Patrol Rifle Qualification

### A. *Requisites.*

1. Target – IPSC Metric Torso
2. Ammunition – 40 rounds of authorized rifle ammunition
3. Department issued or authorized personal patrol rifle that is suitable for the intended use. It must operate and be equipped in a manner that allows it to be used in accordance with department training.
4. If the patrol rifle has an approved optic, the officer must be able to demonstrate that in order to overcome fogging, shattered glass, etc. that they can use the secondary sighting system with their optic in place (without looking through the optic) or remove the optic and revert to the secondary sighting system without tools. This can be accomplished during a stage of the qualification or malfunction drills.

### B. *Instruction to shooters.*

1. Shooters will go from CRUISER CARRY to ACTION CARRY upon the command to “MAKE READY.”
2. Unless otherwise noted, all stages of fire will start from guard, ACTION CARRY, safety on.
3. Shooters will tac load as necessary and keep the weapon in ACTION CARRY throughout the duration of the course.
4. Shooters will be evaluated to determine compliance with the department’s weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.
5. The shooter will clear any malfunctions in the patrol rifle and complete the stage of fire. If the shooter opts to transition to a handgun to complete that stage, the handgun will be tac loaded and the patrol rifle malfunction will then be cleared; handgun shots will be scored as if they were rifle shots. If the malfunction is cleared properly and in a timely manner, the time will not count against the shooter unless the malfunction was shooter induced. There will be no exceptions or excuses.

### C. *Patrol Rifle Course of fire.*

Stage 1 -- 3 yards -- 2 rounds -- 1.5 seconds – PERFORM ONCE – 2 RND



From guard, while standing, fire 2 rounds to *anywhere* in the head.

*Mark shots and note first stage scoring below.*

Stage 2 -- 5 yards -- 3 rounds -- 3.5 seconds -- PERFORM TWICE -- 6 RNDS

From guard, while standing, fire two rounds to upper half of A zone, one round to the A zone of the head. Mark head shots *differently* than shots from stage 1 for scoring purposes.

Stage 3 -- 7 yards -- 2 rounds -- 2 seconds -- PERFORM TWICE -- 4 RNDS

From guard, while standing, fire two rounds to upper half of A zone.

Stage 4 -- 7 yards -- 2 rounds -- 3 seconds -- PERFORM ONCE EACH SIDE -- 4 RNDS

From guard, while facing the left side of the range, on command, without covering anyone else, pivot and fire two rounds to upper half of A zone. Reset and repeat from the right.

Stage 5 -- 15 yards -- 2 rounds -- 3.5 seconds -- PERFORM TWICE -- 4 RNDS

From guard, drop to kneeling and fire 2 rounds to upper half of A zone.

Stage 6 -- 15 yards -- 2 rounds -- 4 seconds -- PERFORM TWICE -- 4 RNDS

From a slung position, point in and fire 2 rounds to upper half of A zone.

Stage 7 -- 25 yards -- 4 rounds -- 15 seconds -- PERFORM TWICE -- 8 RNDS

From guard, while standing, fire 2 rounds to upper half of A zone. Drop to kneeling, speed reload and fire 2 rounds to upper half of A zone.

Stage 8 -- 50 yards -- 2 rounds -- 6 seconds -- PERFORM TWICE -- 4 RNDS

From any kneeling position, drop to prone and fire 2 rounds to upper half of A zone.

Stage 9 -- 100 yards -- 2 rounds -- 8 seconds -- PERFORM TWICE -- 4 RNDS

From any kneeling position, drop to prone and fire 2 rounds to upper half of A zone.

D. *Scoring. Maximum 200 -- Minimum 160*

Body:

A Zone	5*
B/C Zones	4 (B zone is 1 for head shots)*
D Zone	1

\* Shots intended for the body A zone that strike the head A zone will be scored as 4 points. Except for the first stage, shots intended for the head that strike the B zone will be scored as 1 point, and shots intended for the head that strike the body A, C, or D zone will be scored as 0 points.

First stage scoring:

Shots completely inside the line on the head will be scored as 5 points. Shots not completely inside the line on the head will be scored as 0 points.

Overtime: 5 points deducted for each late shot

Excessive shots: 5 points deducted for each excessive shot

## 100.160 Magnum Rifle Qualification

### A. *Requisites.*

1. Target – IPSC Metric Torso
2. Ammunition – 10 rounds of authorized ammunition.

### B. *Instruction to shooters.*

1. Shooters will go from CRUISER CARRY to ACTION CARRY upon the command to “MAKE READY.”
2. All stages of fire will start from the guard, ACTION CARRY, SAFETY ON.
3. Shooters will load the weapon as needed and keep the weapon in ACTION CARRY throughout the duration of the course.
4. Shooters will be evaluated to determine overall compliance with the Department’s weapons training material. Those who do not comply will not be considered qualified and will be entered into remedial training.

### C. *Magnum Rifle Course of fire.*

Stage 1 – 100 yards – 3 rounds -- 25 seconds – PERFORM ONCE

From the guard, assume a prone position and fire three rounds center mass.

Stage 2 -- 50 yards – 3 rounds -- 20 seconds – PERFORM ONCE

From the guard, assume a position of choice and fire three rounds center mass.

Stage 3 -- 15 yards -- 2 rounds – 10 seconds – PERFORM ONCE

From the guard, fire 1 round standing followed by one round kneeling center mass.

Stage 4 -- 7 yards -- 1 round – 2.5 seconds – PERFORM TWICE

From the guard, fire one round to the head “A” zone

### D. *Scoring.* Maximum 50 – Minimum 35 Point Values:

A Zone	5
B/C Zone	4
B Zone	1 (Stage 4, head shots)
D Zone	1

Overtime: 5 points deducted for each late shot.

Excessive shots: 5 points deducted for each excessive shot

## 100.170 Less Lethal Direct Impact Munitions Qualification

### A. *Requisites.*

1. Target – Life sized less lethal target with extremities, marked with the applicable target zones:



#### Zone 1 / GREEN

- Meaty Areas (Buttocks, Thigh, Calf)

#### Zone 2 / YELLOW

- Medium Muscle Groups and Skeletal Areas (Arms, Shoulders, Abdominals, Knees, Feet)

#### Zone 3 / RED

- Last Resort / Deadly Force  
(Head, Neck, Chest, Groin, Spine, Lower Back)

2. Cones or other distance markers for 3, 7, 15- and 20-yard lines (to show High Risk, Exercise Caution, and Optimum ranges)
3. Barricade (Vehicle, Target Stand, Tree, Barrel, etc.) at 15-yard line
4. Ammunition – 2 rounds authorized less lethal direct impact munitions
5. Cover officer armed with a long gun
6. Eye and ear protection

### B. *Instructions to shooters.*

1. Start behind cover at 20-yard line with launcher empty of all munitions.
2. Load launcher, following munitions double check procedure with cover officer.
3. From behind cover (20-yard line), cover officer simulates notifying nearby officers by radio of pending less lethal fire to reduce contagious live fire.
4. With cover officer at guard, move together behind barricade at 15-yard line.

### C. *Less Lethal Direct Impact Munitions Course of fire.*

#### Stage 1 -- 15 yards -- 2 rounds -- 3 seconds – PERFORM ONCE (2 rounds total)

1. From behind barricade, shooter will deploy one direct impact munition to Zone 1 or Zone 2 of target. Timer starts when first round is fired.
2. Within 3 seconds, shooter will deploy a second direct impact munition to Zone 1 or Zone 2 of target.

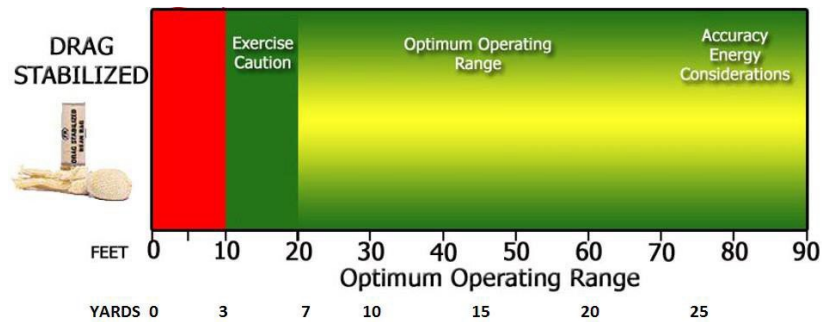
### D. *Scoring*

1. Minimum 100% accuracy required. Any hit to any part of Zone 3 of target or any overtime on the second shot is a non-qualification.
2. If shooter fails to qualify, an immediate re-attempt is permitted.

### E. *Consequence of repeated failure to qualify.* Failure to qualify on any less lethal launching

platform on three consecutive occasions will result in the inability to carry that platform operationally. If the operator is a member of SERT, failure to qualify on any less lethal launching platform on three consecutive occasions will result in the inability to carry that platform operationally and/or dismissal from SERT (Team Leader's choice, one or both may be chosen).

F. *Each platform requires separate qualification.* Each less lethal launching platform (e.g., 12-gauge shotgun, 37mm & 40mm launcher, compressed air launcher) requires a separate qualification. Officers are not permitted to use a platform operationally that they are not trained and qualified with.



## 100.180 Firearms Maintenance and Modifications

A. *Weapons to be serviceable.* Officers shall keep their issued weapons and authorized personal weapons clean and in serviceable condition and are required to see that needed repairs are made. Possession while on-duty of a dirty, defective, inoperative, or unauthorized weapon may be grounds for disciplinary action.

B. *Required inspection of weapons.* A department armorer or department approved armorer shall inspect every authorized handgun annually. Authorized shotguns and rifles shall be inspected every two years by a department armorer or department approved armorer. Any firearm found to be defective shall be turned in for repair or exchange. The Detachment coordinator is responsible for this periodic inspection of all firearms issued to the personnel under their supervision, and of the stations over which they have command.

C. *Inspection by armorer.* A department armorer will check all department-issued weapons turned in for inspection or surrendered to the department for any other reason, for at least the following:

1. Normal functioning.
2. Cleanliness.
3. Rusting, pitting, and unusual damage.
4. Unauthorized modifications to springs, bosses, barrels, sights, or other parts.
5. Comparison of the serial number against computer main list of firearms

D. *Repair of department weapons.* Department-issued firearms found to be damaged or unserviceable will be repaired by the armorer or sent to the manufacturer's authorized representative for repair. Only department armorers will undertake repairs or mechanical alterations of issue weapons, and this will be done in strict compliance with factory specifications. The armorer shall document all damage caused by neglect or unauthorized modification. All costs of repair necessitated by negligence or unauthorized modification will be borne by the person to whom the gun was issued.

E. *Repair of personal weapons.* Repairs to personal weapons, even though authorized or used on duty, are the responsibility of the officer.

F. *Cleaning of shotguns and rifles.* Shotguns or rifles carried in patrol cars shall be cleaned and inspected every two weeks by the officer or a department armorer. A record of these cleanings shall be maintained by the officer, indicating each date the weapon was cleaned and inspected, and the individual who cleaned and inspected it.

G. *Authorized modifications to shotguns.* Department issued shotguns, or personally owned shotguns, may be modified as allowed in this section. The department will incur no costs for modifying personally owned shotguns. Following authorized modifications, the shotgun shall be inspected by a department armorer prior to its return to service. Authorized modifications are:

1. Magazine extensions
2. Slings
3. Fore end lights (see section 100.190)
4. Ghost ring sights and optical sights
5. "Tac Star" brand nylon ammunition carriers
6. Stocks shortened to achieve proper fit; and
7. Special modifications such as shortened barrels to specific shotguns as authorized by the public safety director and with proper ATF permits, if applicable.

H. *Authorized Modifications to Patrol Rifles.* Department issued patrol rifles or personally owned rifles may be modified as allowed in this section. The department will incur no costs for modifying personally owned rifles. Following authorized modifications, the rifle will be inspected by a department armorer prior to its return to service. Items marked with \* may only be done by a department armorer. Authorized modifications are:

1. Night sights\*
2. Tactical slings and mounts
3. Fore end lights (see section 100.190)
4. Magazine pouches affixed to the stock
5. Replacement grips, foreends, and stocks to include a folding stock adaptor\*
6. Polymer magazines made by Magpul, Lancer or ETS. Other mags not listed and approved by DPS Academy.
7. Optical sights or scopes (2X or less at lowest power) that do not interfere with the use of a secondary sighting system or can be quickly removed without tools; however, a functional secondary sighting system must always be on the gun.
8. Ambidextrous charging handles and selector switch\*
9. Oversized or "Maritime" bolt catch/release\*
10. Special modifications such as shortened barrels to specific rifles as authorized by the public safety director and with proper ATF permits, if applicable.\*
11. No modification to or replacement of the trigger mechanism, firing pins, magazine release, bolt carrier group or gas system are authorized. (See below for exception)

12. Members are permitted to put personally purchased sound suppressors on their department issued or personally purchased patrol rifles. Members may choose their attachment type, but it is the user's responsibility to ensure the suppressor remains secure, any damage or theft of the suppressor shall be the responsibility of the user and shall not be repaired or replaced at department expense. Since the suppressor should be attached for any shooting incidents, members will only be required to qualify with the suppressor attached and shall complete a supervised qualification prior to carrying the suppressor in the field. When utilizing a suppressor, members are strongly encouraged to utilize a device to control excess gas pressure such as an adjustable bolt carrier (personal or issued weapon) or an adjustable gas block (personal weapon). This is the only exception to #8 above. If the rifle is stored outside of the electro-lock, the rifle must have additional security beyond the door/trunk lock (i.e., a locked hard sided case secured to the vehicle), provided at the member's expense. If the rifle is taken into evidence for any reason, the suppressor will remain attached to the gun unless otherwise directed by the investigating agency.

I. *Authorized modifications to issued handguns.* Department issued handguns or personally owned handguns may be modified as allowed in this section. The department will incur no costs for modifying personally owned handguns. Following authorized modifications, the handgun shall be inspected by a department armorer prior to its return to service. Authorized modifications are:

1. Night sights, made of steel\*
2. Other low-profile durable sights constructed of steel
3. Grip tape to enhance the texture of the grip.
4. Weapon mounted lights (see section 100.190)
5. Miniature Red Dot Sights (see section 100.200)\*
6. Only magazines manufactured by the firearm maker or those specifically approved by the firearms committee may be used in any handgun.
7. Extended magazine release\*
8. Extended slide lock
9. Trigger shoe modifications (must use factory internal parts) approved by DPS Training Academy\*
10. Magwells are approved only if they allow the factory/approved mags to fall freely from the handgun and do not interfere with performance of malfunction clearances.

Items marked with \* may only be made by department armorers. Before the department issued handgun is turned back in or sent to the manufacture for maintenance, it is the officer's responsibility to ensure that the original issued parts were retained and put back on the gun. Issued iron sights may only be reinstalled on the handgun one time to

ensure they do not come loose from overworking. If the factory sights come off a second time at the request of the officer, it is their responsibility to purchase a new set of sights and have them installed in the gun before it is turned back in.

J. *Procedure for requesting additional modifications:* If an officer wishes to modify or add an accessory to their department or authorized personal firearm outside of the permitted modifications listed above, they must provide a request in writing to the coordinator explaining the modification or accessory, and why they feel it is beneficial. Upon approval of the public safety director, the product will either be authorized department wide through the modification of this manual, or a letter will be sent to the officer approving only his/her use of the product or modification.

### 100.190 Weapon Mounted Lights

A. *Weapon Mounted Lights Permitted:* In order to enhance an officer's ability to identify a threat (or lack thereof) in a low light situation, and to enhance the officer's ability to respond to deadly threats in low light situations, Weapon Mounted Lights (WMLs), either issued or personally purchased, are permitted to be attached to firearms for on or off duty use. Once attached to a firearm, WMLs are no longer considered a flashlight; they are now part of a deadly weapon system.

B. *Use Must Be Justified:* Officers using their WML must be justified in having their weapon presented. Use of a WML is NOT intended to replace a handheld flashlight, and use of a WML in this manner, such as for searches of persons, vehicles, or property is prohibited. WMLs are not a substitute for proper knowledge of proper handheld flashlight techniques, or for carrying a handheld flashlight.

C. *Equipment:* WMLs may not be activated by means of the trigger finger, or, for handguns, by means of a pressure switch on the grip. If an officer has a WML attached to their handgun, they must have a holster that accommodates the WML to allow for faster/one handed re-holstering. If a WML is mounted to a shotgun, the mount may not go between the magazine and the magazine extension or binding of the magazine spring may occur. For rifles, the preferred, but not required, mount is at the 11 o'clock or 1 o'clock position to allow as much light as possible to reach the subject while keeping the rifle at guard.

D. *Firearms Safety Rules Still in Effect:* Even with a WML attached, the four firearms safety rules are still in effect. When using a WML, it is particularly easy to violate firearms Rule 3: Never let the muzzle cover anything you are not willing to destroy. When using a firearm with a WML, it is not permissible to hunt with the muzzle.

Officers must be conscientious about not pointing the gun towards any part of a non- deadly threat while still using the light to determine for example what the person has in their hands.

Using the WML to blind a person who does not present a deadly threat is not permitted.

E. *Training:* Officers must successfully complete a qualification with the weapon light mounted before they are authorized to carry a weapon mounted light on their weapon.



## 100.200 Miniature Red Dot Sight (MRDS) Handgun

A. *MRDS Handguns are Permitted:* In order to enhance an officer's accuracy, ability to take in information and problem solve while responding to deadly threats, Miniature Red Dot Sights (MRDS), either issued or personally purchased, are permitted to be attached to handguns for on or off duty use. In order for an officer to carry the MRDS on a handgun, they must meet the following requirements:

B. *Equipment: OEM, Modular or Direct milled mounting systems* are authorized and may be outfitted with an approved Miniature Red Dot Sight (MRDS). "On-duty in uniform" optics ready handguns shall be issued by the department. Additionally, "on-duty out of uniform" or "off-duty" handguns must be in compliance with section 100.210 (C).

1. Unless provided by the department, officers will be responsible for the purchase of a handgun or slide designed to accept the MRDS, approved optics, mounts, iron sights and holster.
2. The optical sight must be approved by the DPS Firearms Committee or designee. "On-duty in uniform" optics are required to be a closed emitter design. A review of approved sights will be conducted on an annual basis to account for changes in technology, products, and manufacturing. The most current list will be maintained by the DPS Training Academy.
3. The optical sight must be mounted in addition to iron sights and co-witnessed so that if the optic becomes inoperable or fails, the iron sights may be utilized to aim the firearm. RDS backup iron sights made of steel of appropriate height to allow co witnessing will be authorized for this purpose.
4. Officers utilizing optical sights must have received an armorer inspection by a department armorer certified for that type of weapon or a DPS approved armorer prior to authorization. It is recommended that an MRDS instructor/armorer be consulted before the purchase of slide milling services, optics, mounts, and iron sights to ensure compliance with this policy.
5. MRDS handguns are required to be carried in a holster specifically designed to accommodate the optic. Refer to section 100.210 (B)

C. *Training:* A MRDS handgun will not cure poor fundamentals of marksmanship. Just like firearms, mechanical failure can occur in optics; therefore, specific malfunctions must be trained prior to employing the MRDS handgun. All officers shall complete a DPS MRDS handgun course prior to being authorized to carry the handgun, equipped with an optical sight, in the course of their duties.

1. Officers must successfully complete the department's 8-hour MRDS handgun transition course provided by an MRDS Firearms Instructor.

2. Officers must complete one Handgun Qualification, with the MRDS equipped handgun, achieving a minimum passing score during the MRDS transition course.

D. *Maintenance:* Employing a Miniature Red Dot Sight (MRDS) handgun comes with increased maintenance to keep it in serviceable condition. MRDS specific maintenance includes instillation, battery replacement, zeroing and preventive glass maintenance. General firearm maintenance is referenced in section 100.180.

1. The department assumes no liability for repairs or replacement if a personally owned optical sight is damaged or lost when used, at the officer's request, for duty.
2. The optical sight must be mounted to a slide specifically designed to accept an MRDS. MRDS mounting will only be completed by department armorers. OEM mounting plates and screws are the weakest link in the MRDS system. Aftermarket mounting plates and screws are often preferred. Armors will apply a medium strength thread locker and torque mounting screws to manufactures specifications. Glock OEM mounting plates, currently manufactured in the gen 4 & 5 platforms, are not authorized for use due to a risk of failure. Screws will require periodic inspection and may require replacement as needed.
3. The optical sight battery will be changed per manufacture recommendations or at a minimum of once a year. Battery changes can be conducted by the officer unless the sight requires removal from the slide for replacement.
4. Optical sight zero must be confirmed after any sight/mounting plate removal or tightening is completed.
5. Preventative glass maintenance will be needed to circumvent lens fogging. Officers are required to periodically clean the glass with a microfiber cloth and apply anti-fog cleaner at a minimum of once every two weeks.

## 100.210 Authorized Firearms and Ammunition

A. *Carrying multiple handguns.* Officers may carry only one handgun at a time unless specific written authorization for a secondary backup handgun has been approved by the coordinator. The form will be routed through the public safety director. The public safety director may issue authorizations for the carriage of extra guns; may limit the circumstances under which they can be carried; may restrict this authorization to specific weapons; and may place other restrictions, conditions, or limits upon their carriage. Authorization to carry a personal secondary handgun will include three successful completions of the “NAB Secondary Handgun Qualification Course” found in section 100.70. Once granted by the public safety director, the authorization is indefinite, but applies only to the firearm specified.

B. *Limitations on holsters for handguns.* Officers shall only carry handguns in compliance with these requirements (As used in this section "holster" includes shoulder rigs, purses, pouches, or other handgun carrying systems.):

1. Officers on-duty in uniform shall carry their department issued handgun only in an issued holster; unless the handgun is equipped with a Miniature Red Dot Sight (MRDS) and the department does not provide a holster specifically designed to accommodate the optic.
2. Any personally purchased, on-duty in uniform holster, specifically designed to accommodate a MRDS, shall be a “Level III” retention holster matching the current brand, color, and pattern as the duty holster provided by the department.
3. When carrying a handgun on-duty out of uniform officers shall use either an issued non-uniform holster or other personally purchased holster. Officers shall demonstrate that they can pass the appropriate qualification course by completing the stages requiring a draw from the holster with no overtimes prior to using any personal holster on-duty for the primary handgun as outlined in OPM Chapter 232; and
4. Officers, when carrying a handgun off-duty shall use either an issued non- uniform holster or other personally purchased holster or may carry the handgun secured (in an approved holster) in a closed container (e.g., a handbag, daypack, fanny pack, briefcase.). Handguns shall not be carried loose in pockets or unsecured in waistbands.
5. It is recommended that officers consult with a firearms instructor when selecting a holster for personal purchase to ensure it is acceptable for the intended use.

C. *Authorization of personal firearms.* The following standards and procedures apply to officers seeking authorization to carry personal handguns, shotguns, or rifles:

1. Prior to carrying any personally owned firearm (long gun or handgun, primary or secondary weapon) on or off duty, officers must have demonstrated proficiency with that weapon by shooting three of the appropriate qualifications with passing scores that were witnessed by a firearms instructor. In addition, the officer shall have demonstrated proper weapon presentations from the holster or sling to be used, reloading drills and malfunction clearance drills (except revolvers) to the satisfaction of the firearms instructor.
2. Personal handguns, equipped with a Miniature Red Dot Sight, are authorized for use under section 100.200. Personal Firearm Authorization form is required to be completed as listed in section 100.210 (C)(9).
3. While on duty, other than in uniform, a personal handgun may be authorized if it is the same make and caliber as the issued handgun, and it accepts the same magazines as the issued handgun. Based on a clear and identifiable need, officers involved in a special duty such as an undercover assignment, may be authorized to carry a personal handgun other than the issued make and caliber pistol for the duration of that specific assignment. The personal handgun is subject to all the other guidelines of this section.
4. While off duty, a personal handgun carried by an officer must be a semi-automatic pistol or double action revolver, must be of a high-quality defensive caliber, must hold at least five rounds, and must be manufactured by a quality firearms manufacturer. The coordinator, subject to the public safety director's review, will consider handguns of quality manufacture for authorization. The public safety director may consider input from certified firearm instructors, the DPS Training Academy staff, the DPS firearms committee, and other sources as appropriate when making the decision to authorize personal handguns.

It is recommended that officers consider carrying a weapon of similar design and function as the weapon issued while on duty.

5. An officer may have authorization for two personal handguns in addition to the issue handgun.
6. To qualify for authorization, a weapon must be in safe and dependable operating condition. Handguns must have a full trigger guard.
7. A personal shotgun may be authorized if it is a 12-gauge which operates and is equipped in a manner that allows it to be used in accordance with current department training standards.
8. A personal rifle may be authorized if it is suitable for the intended use. *If there is no specific or intended purpose of a differing platform, only AR-15 rifles & variants will be authorized.* It must be equipped in a manner that allows it to be used in accordance with department training materials. When a patrol rifle is equipped with an optical sight or scope (2x or less at lowest power), it must be

equipped with a secondary sighting system. The optical sight or scope must not interfere with the secondary sighting system or must be quickly removeable without tools.

9. The public safety director must give written approval for each personal weapon and the ammunition to be used in the weapon if it differs from the department authorized ammunition. Such approval is subject to review by the division director.

Officers seeking initial authorization to carry personal weapons shall submit a request to the coordinator, including a Firearms Qualification Record showing at least three initial qualifying scores, the ammunition to be carried, and an armorer's function and safety approval. The coordinator will act upon the request and will send a copy of the original request and their response to the public safety director for review. Approval of personal weapons is subject to review by the coordinator or the public safety director at any time. Unless rescinded, the authorization for the personal weapon continues as long as the officer completes qualifications and inspections as required in this chapter.

Personal Firearm Authorization form is found in this manual.

10. The personal weapon must have received an armorer inspection by a department armorer certified for that type of weapon or a DPS approved armorer prior to authorization.
  - a. Department armorers may inspect a personal weapon of a design other than that of the department issue if they have a personal knowledge of that weapon system and feel competent to determine that the weapon is safe and in dependable operating condition. No armorer will be compelled to approve a weapon for which he or she is not certified.
  - b. Personal weapons will subsequently be inspected in the same manner as issued weapons.
  - c. If during the course of the inspection the armorer observes a defect in the weapon system, it shall be immediately taken out of service. The employee will be required to have a department armorer or DPS approved armorer inspect and/ or repair the weapon system. The armorer will certify the weapon is repaired and free from defects prior to being placed back in service
11. The officer shall continue to qualify with the weapon as required under OPM Chapter 232 and section 100.50 of this manual.

D. *Weapons to be loaded with approved ammunition.* All weapons carried on or off-duty must be fully loaded with issue or approved ammunition. Only ammunition issued by the Department may be carried or used in issued weapons. Ammunition for non-issued weapons must be new (not reloaded) commercially manufactured ammunition using customary bullet design

and safe working pressures and must be approved by the coordinator and reviewed by the public safety director. The DPS Training Academy staff will assist commanders in assessing ammunition as required.

*E. Officers to carry spare ammunition when armed.*

1. While in uniform (except formal dress uniform) officers carrying the issue handgun shall carry at least two fully loaded spare magazines in the issued two-magazine pouch or comparable three magazine pouch. In order to wear a three-magazine pouch, on-duty in uniform, officers must first demonstrate ability to conduct proper reload drills during a supervised qualification.
2. When carrying any authorized handgun other than in uniform, including as an auxiliary gun authorized under Paragraph A, officers shall carry at least one full reload for the handgun. For semi-automatics this shall consist of at least one fully loaded spare magazine. For revolvers this will consist of enough rounds to reload one time contained in a speed loader, speed strip, or similar container.
3. When utilizing a personally owned or department issued long gun, officers shall have spare ammunition appropriate to the mission either on the gun or on their person.
4. Rounds carried loose in a pocket do not count as spare ammunition under this section except shotgun shells when the side saddle is already full.
5. NAB will issue the same duty ammunition as Issued by AST.

I want to:	Read section	Firearm auth. form required?	# of initial supervised quals	Quals/year <sup>2</sup>	Qual score needed	Notes
Carry my issued handgun off duty	OPM 217.310.B, FPM100. 210.B, D & E	N	(0)	3	N/A	No need to requalify to carry issued handgun off duty
Carry a personal gun off duty <sup>1</sup>	OPM 217.301B, FPM100.210 B thru E	Y <sup>3</sup>	(3) Secondary HG	3	Pass	Use secondary handgun course
Carry a backup handgun on duty <sup>1</sup>	FPM 100.70 & 100.210	Y	(3) Secondary HG	3	Pass	Use secondary handgun course
Carry a backup handgun off duty <sup>1</sup>	OPM 217.310.B, FPM 100.70 & 100.210	Y <sup>3</sup> No Additional	(1) Secondary HG See notes		Pass	1 Secondary HG, Stages 1,2,6 only, no overtimes
Carry a personal handgun on duty <sup>1</sup>	FPM 100.210. B thru E	Y	(3) Secondary HG	3	Pass	Must accept issue gun mags unless on special assignment
Carry my issued HG on duty out of uniform in a different holster	FPM 100.210.B.3	N	(1) PHG see notes		Pass	Use Primary HG stages 1,2,6,8 only, no overtimes
Carry a personal long gun on duty <sup>1</sup>	FPM 100.210.C, D & E	Y	(3) see notes	2	80%	Course depends on long gun, shotguns require BS & slug
Put a personal optic on my issued rifle	FPM 100.180 H.7 & 100.100 A.4&5	N	(1) Patrol rifle	2	80%	Demonstrate proficiency with secondary sights during qual
Put a light on my firearm	FPM 100.190	N	(1)	3/2	80%	Shotgun mount may not go between magazine & extension
Put authorized Sights & Trigger on my handgun	FPM 100.180 I. 1,2,5&8	N	(1) PHG	3	Pass	Original must be returned to gun before turned in
Carry a Miniature Red Dot Sight handgun <sup>1</sup>	FPM 100.180 I. 5, 100.200 & 100.210	Y/N <sup>4</sup>	(1) PHG see notes	3	Pass	Must complete 8-hour DPS MRDS transition course

<sup>1</sup>Per OPM 232.100 D.2, failure to qual within 2 attempts w/ a personal weapon, used on duty or off, will result in the officer no longer being allowed to carry that weapon.

<sup>2</sup>One of which must be supervised per OPM 232.300.C

<sup>3</sup>DPS law enforcement officers, unlike ordinary citizens, may be called upon to take official action when “off duty.” Failure to comply with DPS policy regarding firearms/firearm use when taking “off duty” official action would result in personnel disciplinary action and a refusal of the State of Alaska to provide a defense and indemnification in any civil lawsuit.

<sup>4</sup>A firearms authorization form will be required for any personally owned MRDS handgun carried both on and off-duty. A firearms authorization form is not required for an issued MRDS compatible handgun.

**Northwest Arctic Borough VPSO /RPSO  
PERSONAL FIREARM AUTHORIZATION**

I have reviewed O.P.M. Chapters 217 and 232 and the NAB Firearms Procedures Manual, section 100.180 thru 100.210. In accordance with these policies and procedures I request authorization to carry the personal firearm identified below. (Each personal firearm request requires a *separate* application.)

Applicant's name / Perm ID: \_\_\_\_\_ / \_\_\_\_\_

Applicant's signature / date: \_\_\_\_\_ / \_\_\_\_\_

Type of request:     on-duty \*                       off-duty                       2<sup>nd</sup> weapon (aka backup weapon)  
                                  on-duty alternate handgun (for carry when not in uniform) \*\*

**\*Handgun, rifle and/or shotgun (personal weapons)**

**\*\*Includes issued Glock's other than issued model (and personal weapons)**

Firearm make: \_\_\_\_\_ Firearm model: \_\_\_\_\_

Firearm caliber: \_\_\_\_\_ Firearm s/n: \_\_\_\_\_

Handgun     Shotgun     Rifle

Weapon inspection date: \_\_\_\_\_

Armorer's comments / observations: \_\_\_\_\_

acceptable for service     unacceptable for service

Armorer's signature / date: \_\_\_\_\_ / \_\_\_\_\_

Supervised qualification date(s): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Score(s): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

DPS transition course description / date(s): \_\_\_\_\_ / \_\_\_\_\_

Rangemaster's comments / observations: \_\_\_\_\_

meets department requirements                       does not meet department

requirements Rangemaster's signature / date: \_\_\_\_\_ / \_\_\_\_\_

Immediate supervisor's comments: \_\_\_\_\_

recommend approval                       recommend disapproval

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

Detachment commander's comments: \_\_\_\_\_

recommend approval                       recommend disapproval

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

Division director or designee:                       approved                       disapproved

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

**Required attachment(s): original range qualification form(s) for documentation of scores and armorer inspection  
Note: upon transfer or reassignment, individuals MUST notify their new chain of command if authorization has been granted for a personal / alternate / auxiliary firearm**



# FIREARMS QUALIFICATION RECORD Northwest Artic Borough VPSO/ RPSO

**INSTRUCTIONS:** This form may be used for either supervised or unsupervised qualifications. If used for supervised qualifications it must be initialed by the rangemaster indicating that qualification was completed. Each weapon must be signed off by an armorer at the interval indicated in the OPM. Completed forms should be turned in to post or detachment for entry into the Training Records.. Original qualification record should be retained in employee's detachment field file.

NAME: \_\_\_\_\_ ID/LIC or PERMID: \_\_\_\_\_ TYPE: **G** SUBJECT: **GUNQUAL**

Category						DATE	TITLE	AGENCY	WEAPON/HOLSTER			SCORE	AMMO	APPROVAL FOR SERVICE			
Primary Handgun *	Secondary Handgun	Patrol/SERT Rifle	Shotgun	Auto Rifle (MP5)	Precision/Bolt Rifle		SUPERVISED	UNSUPERVISED	LIST AGENCY AND COURSE OF FIRE	DESCRIPTION	S/N	HOLSTER FOR HANDGUN, SIGHTS (IRON, OPTIC, ETC.) FOR LONG GUN			FIREARMS INSTRUCTOR OR ARMORER / INSPECTOR	PASS	ACADIS ENTRY
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7/1/23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AST/SERT	Glock Model 17MOS	120010	6360 RDS	Pass	147gr 9mm Speer	J. Stroebele JLS4	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>								<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>								<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>								<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>								<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>								<input type="checkbox"/>	<input type="checkbox"/>

**Malfunctions:** Per the DPS Firearms Procedures Manual 100.4, each officer will be required to correctly demonstrate all malfunction drills for each weapon system and conditions of carry for long guns during a supervised qualification. Refer to the FPM for further information. Malfunctions & conditions of carry will be graded on a pass/ fail basis.



<b>Handgun</b>	Type 1 <input type="checkbox"/>	Type 2 <input type="checkbox"/>	Type 3 <input type="checkbox"/>
<b>MRDS Handgun</b>	Iron Sight <input type="checkbox"/>	Occluded Lens <input type="checkbox"/>	
<b>Shotgun</b>	Type 1 <input type="checkbox"/>	Type 2 <input type="checkbox"/>	Type 3 <input type="checkbox"/> Action to Cruiser carry <input type="checkbox"/>
<b>Patrol Rifle</b>	Type 1 <input type="checkbox"/>	Type 3 <input type="checkbox"/>	Action to Cruiser carry <input type="checkbox"/>

SERT member:

Rangemaster, if shooter failed to meet department or SERT minimum qualification standards with any weapon, list below the name or PERM ID of the detachment/bureau commander and/or SERT team leader who was notified in writing of the failure:

- Primary Handgun means the department issued full size duty handgun; Secondary Handgun means all other handguns, whether issued or personal.

NOTES: \_\_\_\_\_

DEPARTMENT OF PUBLIC SAFETY OPERATING PROCEDURES MANUAL		
CHAPTER 107	USE OF FORCE	
	Effective: 11/06/2023	Commissioner Approval: 
	Authorities: <a href="#">AS 11.81.900</a>	
	Applicability: OFFICERS	
	Special Instructions: <a href="#">Click here to enter text.</a>	

### 107.100 INTRODUCTION

The department establishes protocol for an officer’s appropriate use of force when carrying out the duties entrusted to the Department of Public Safety (DPS) and establishes required practices for reporting the use of deadly force.

### 107.300 FORCE

An officer shall only engage in methods of safe control in which they have been trained and qualified by DPS.

**A. *Before using force.*** When practical, a verbal warning shall be given before using force to communicate that force may be used if the officer's orders are not obeyed.

**B. *Using force: general.*** Officers

1. will use force only in accordance with the policies set out in this chapter, and may not ever use force as punishment or in retaliation;
2. will use force only to the extent that it is reasonably necessary in any given situation to accomplish the officer's lawful objectives, such as making an arrest, preventing an escape, in defense of the officer or another person, or other situations where physical control of another person is necessary;
3. will be reasonable in their selection of a level of force and will not use excessive force in any situation. However, there is no requirement to use, or attempt to use, a lesser or more combative amount of force if that is not practical;
4. will bear in mind that the proper officer response can be thought of as “use of force options” that could involve several methods of safe control. The appropriate amount of force to be used is based upon the variables of the situation encountered, such as the subject's age, size, ability of the subject to escalate his/her use of force level, skill level, background, and other known factors within the circumstance; the officer's age, size, training, immediate physical condition (injuries, exhaustion); and the surrounding physical and social environment. Methods of safe control include: officer presence, verbal persuasion, directions, and commands; "soft" empty hand control; OC spray; OC projectiles; electronic weapons; "hard" empty hand control; batons; Less-Lethal impact systems; and deadly force.

5. shall, when in a position to do so, safely intervene when they observe another officer using force that is not reasonable under the circumstances to end and prevent the further use of excessive force. Officers will immediately report the excessive use of force to an on-duty supervisor or commander.

**C. *Additional requirement for use of deadly force.*** The department, recognizing the integrity of human life, authorizes officers to use deadly force against another person only when, in addition to complying with the general policies regarding use of force, the officer has no other reasonable and practical alternative, and reasonably believes deadly force is necessary:

1. to save his or her own life or the life of another;
2. to prevent serious physical injury [Ref AS 11.81.900] to the officer or another; or
3. because there is probable cause to believe the person has committed a felony using deadly force against another, and will immediately endanger life.

**D. *Firearms discharge.*** The department recognizes that every shot, even an inadvertent one, poses a risk of injury. Every discharge of a firearm must be reported as provided in section 107.310, and may subject the officer to discipline.

**E. *Warning shots prohibited.*** Warning shots and shots to disable vehicles will not be fired.

**F. *Other discharges of firearms.*** The department recognizes there may exist special circumstances that justify the discharge of a firearm not at a person, animal, or on a firing range. Officers are cautioned that every shot fired poses a risk of injury and no firearm should be discharged without due regard for the consequences of that action. Officers are not required to report a firearm discharge at an animal, unless it was done in defense of life or property.

**G. *Use of the carotid restraint.*** The department recognizes that every application of the carotid restraint is the use of deadly force. Even applications that do not result in loss of consciousness create a substantial risk of death. Every incident involving the use of the carotid restraint must be reported as provided in section 107.320.

### 107.310 LESS-LETHAL IMPACT SYSTEMS AND MUNITIONS

When available, a Less-Lethal trained and equipped officer will respond to calls involving members of the community who are reportedly armed or are suspected of committing a crime against a person. Less-Lethal operators will attempt to bridge use of force options through de-escalation. Officers will assess the situation, identify the issues, and respond accordingly based on their skills as a Less-Lethal operator.

***Shift Supervisors.*** Supervisors, or the shift OIC, will be responsible for ensuring that Less-Lethal operators, when reasonably available, are dispatched or respond for calls involving reportedly armed persons, or crime against a person.

Shift Supervisors, or the shift OIC, will monitor radio communications where radio coverage is available to ensure Less-Lethal operators have proper backup and lethal overwatch.

**107.320AFTER FORCE IS USED OR A FIREARM IS DISCHARGED**

**A. Use of force must be justified.** The department recognizes that an officer's decision to use force must often be made in a split second and based on the minimal information then available. However, the officer's decision must be reasonable under the circumstances known at the time and may be subject to review by the department, other agencies, the courts, or the public.

It is important, therefore, that every officer using force or discharging a firearm be able to articulate the circumstances known at the time of the incident that justified the amount and nature of force used, or the discharge of the firearm.

**B. After force is used.** A Use of Force or Firearms Discharge report shall be filed using [BlueTeam](#) by the primary officer involved within 24 hours of the incident. If in the performance of duty an officer deliberately takes any of the actions listed below, except during training, the action(s) must be documented. See paragraph C regarding multiple officers involved in a single incident and paragraph D for exceptions allowing for a supervisor to file on behalf of involved officers.

1. An individual report must be completed if an officer:
  - a. uses more force than is normal and incidental to handcuffing;
  - b. struggles with a person;
  - c. uses a pain compliance hold;
  - d. strikes a person with a part of the officer's body or with any object;
  - e. uses OC (spray or OC projectile);
  - f. uses, prepares to use, or threatens to use an authorized electronic weapon;
  - g. uses a baton or another object as an impact weapon;
  - h. uses an explosive or distraction device, other than for animal or avalanche control; or
  - i. uses, prepares to use, or threatens to use a firearm;
  - j. uses, or prepares to use a carotid restraint or other tactic or device which is considered the use of deadly force;
  - k. uses, prepares to use, or threatens to use a Less-Lethal impact system.
2. In this section, the phrase "prepares to use" includes unholstering a weapon (long gun, electronic weapon, etc.) with the intention of preparing to use it against a specific individual or group. Directing a weapon towards a specific person or group, even if that person is not aware of this action, requires a Use of Force Report. However, conducting a building search or similar operation with an unholstered weapon where no person or group is encountered, would not be reportable. It is not the mere unholstering of a weapon that triggers the reporting requirement, but the directing of that weapon against a particular

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## CHAPTER 107 USE OF FORCE

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person or group. In this section, the phrase “prepares to use” also includes preparing to use the carotid restraint, where the officer is able to get their arms into position, but without applying pressure (Level 1, neck lock with no compression).

**C. *Group operations requiring a Use of Force Report.*** Operations, raids or other similar group activities where multiple officers are involved in actions requiring the completion of the Use of Force Report must be filed as a single report with each officer’s involvement documented using the [BlueTeam](#). The principal officer or supervisor in the operation shall document the names of the officers and their actions reportable under paragraph B1 in the Use of Force Report.

**D. *Completion of Use of Force Report or Firearms Discharge Report by a supervisor.*** The supervisor shall complete a Use of Force Report or Firearms Discharge Report using the [BlueTeam](#) as soon as practical for an officer when the officer is unable to complete the report due to injury, incapacitation, or when the officer’s involvement resulted in serious physical injury or death to a person.

**E. *Documentation also required in case reports.*** If a case report is prepared covering an incident in which force was used it must include the facts that made force necessary and shall explain in detail the nature and amount of force used. It is the responsibility of the supervisor reviewing the report to ensure that thorough and accurate documentation is provided.

**F. *After discharge of firearm, use of a carotid restraint or other use of deadly force.***

1. Officers who, in the performance of their duty, have deliberately or otherwise discharged a firearm, applied a carotid restraint, or used any form of deadly force (except in training) will immediately report the incident to their supervisor. The supervisor will insure that the use of deadly force is documented as described in sections B-D.
2. When an officer has applied a carotid restraint, regardless of whether or not the subject was rendered unconscious (level II or level III), that officer shall arrange for the subject to be medically screened prior to being remanded or released from law enforcement custody. Investigations and reviews of incidents in which a carotid restraint was used will be evaluated on a case by case basis by the director’s office to determine the level of investigative response necessary.
3. Investigations and review of incidents in which deadly force was used or where a firearm was negligently or intentionally discharged will be conducted in accordance with [OPM Chapter 118](#) - Use of Deadly Force Investigation and Review.
4. When notified of an incident described in OPM 107.310 paragraph F.1, F.2, and/or F.3, a supervisor shall immediately notify the appropriate division director.

## CHAPTER 107 USE OF FORCE

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5. When notified of an incident described in OPM 107.310 paragraph F.1 or F.3, that director, in consultation with the commissioner's office, will immediately select, directly or by delegation, an investigation team, headed by the ranking officer. The director will notify the officer who discharged the firearm or used deadly force and the officer's supervisor of the name and rank of the person in charge of the investigation.
6. The selection of an investigation team does not relieve first responders of their responsibility to take initial investigative steps as set out in [OPM Chapter 118](#) and to protect the scene and witnesses until the arrival of the investigative team.
7. Investigations into the use of deadly force will be conducted as "criminal" investigations. Investigators shall comply with all departmental policies and procedures while conducting the investigation.

### 107.900 DEFINITIONS

**Force** – Any deliberate bodily impact or restraint for the purpose of gaining control of a person, or the use of explosives and distraction devices even if not directed toward a person, unless used for animal or avalanche control; "force" includes use of OC, chemical agents, electronic weapons, and deadly force.



**Deadly force** – Force used with the intent of causing, or knowing that there is a substantial risk of causing, death or serious physical injury; "deadly force" may include the use of a motor vehicle or vessel to collide with an occupied motor vehicle or vessel.

**Electronic control weapon (ECW)** – A device that uses electricity to impair voluntary motor responses or to cause discomfort to gain compliance; overcome resistance; or capture, control, and facilitate constraint.

**OC projectile** – An air powered delivery system, such as Pepper Ball, that disperses Oleoresin Capsicum (OC) in a projectile form.

**Less-Lethal impact systems and munitions** – Less-Lethal impact munitions are flexible or non-flexible projectiles, fired from a 12-gauge shotgun, 37 MM & 40 MM weapons, intended to incapacitate a suspect with minimal potential for causing death or serious physical injury.

**De-escalation** – Taking action or communicating verbally or non-verbally during a potential force encounter in an attempt to stabilize the situation and reduce the immediacy of the threat so that more time, options, and resources can be called upon to resolve the situation without the use of force or with a reduction in the force necessary. Officers will deescalate force when safe control has been established.

DEPARTMENT OF PUBLIC SAFETY OPERATING PROCEDURES MANUAL	
CHAPTER 118	USE OF DEADLY FORCE INVESTIGATION AND REVIEW
	Effective: 6/15/2023
	Commissioner Approval: 
	Authorities: <a href="#">AS 11.81.370</a> ; <a href="#">AS 18.65.670</a>
	Applicability: OFFICERS
	Special Instructions: SEE CHAPTERS 107 & 114, <a href="#">Use of Deadly Force Incident Investigation Checklist</a> , <a href="#">Officer Involved Deadly Force Incidents – A Guide</a>

### 118.100 INTRODUCTION

This policy establishes protocol for conducting investigations into an officer’s justification for the use of deadly force. Additionally this policy applies to the investigation of Village Public Safety Officers (VPSOs) who use deadly force; however differences are noted as appropriate.

### 118.300 POLICY

Whenever an officer uses deadly force or uses force that results in serious injury to a person, the circumstances surrounding the use of deadly force will be thoroughly investigated. Involved officer use of deadly force investigations are generally more complex than similar investigations that do not involve police officers. These events can have profound social, civil, administrative, and criminal consequences, which draw considerable media and public attention and affect many parties. A thorough and timely investigation benefits all parties including the involved officer and the department.

Careful documentation, preservation of evidence, and obtaining all witness statements are essential requirements for providing a just outcome from the criminal, administrative, and/or civil actions that may result from the incident.

If criminal culpability is eliminated, the department still carries an obligation to investigate the circumstances of injury or death for other than criminal purposes, including civil litigation, insurance concerns and to support policy and training review.

### 118.600 PROCEDURES

**A. At the scene.** In the immediate aftermath of a deadly force incident, supervisors, officers in charge (OIC), and/or investigators shall insure that the following actions are taken.

***\*Each procedure may not be applicable to every event and the procedural order may be manipulated to fit event priorities.***

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## CHAPTER 118 USE OF DEADLY FORCE INVESTIGATION AND REVIEW

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1. Evaluate and ensure scene security.
2. Summon medical assistance if needed.
3. Locate, identify, and separate witnesses.
4. Provide for the safety and security of the officer, including accompaniment by another officer during transport.
5. Ensure appropriate department supervisor notifications.
6. General on-the-scene questions to establish an understanding of events and any continuing risk to the public at large may be asked of the involved officer. This may include a brief non-compelled description from the involved officer as to locations, movements, actions of the participants, any necessary information that gives direction to the scene investigator or leads to the recovery of evidence or evidentiary documentation, or recollection of essential details that may be otherwise overlooked or quickly forgotten. The [Public Safety Statement](#) is to be read by the OIC and shall be audio recorded.
7. All involved officers will be advised not to discuss the incident with other involved officers or witness officers.
8. Ensure the officer has an opportunity to contact their family members.  
If officer is incapacitated, a command officer should make contact with officer's family members. If the family member(s) need assistance with transportation to a medical facility, the command officer will require this be accomplished.
9. Evaluate need for additional support personnel or special equipment.
10. Protect integrity of the scene(s) and witnesses until the investigative team takes command.
11. The department will attempt to contact the appropriate bargaining unit and allow officer(s) to consult with their bargaining unit regarding resources available through the union, such as legal counsel, without influence from anyone.
12. Seize any weapons used by the officer as evidence and make efforts to replace them, as soon as possible.
13. Coordinate with the investigative team, whether the officer needs to remain on scene or can be transported to an office location.
14. Investigative team to contact the Department of Law Office of Special Prosecutions to assist with applications for search warrants and all other legal considerations.
15. Investigative team to contact the State Medical Examiner's Office if a death is involved.
16. Commander consultation with the officer, then appointment of a support officer to provide information and assistance to the involved officer throughout the investigative and administrative process.
17. Photograph the officer as dressed during incident.
18. Photograph any injuries to the officer.



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## CHAPTER 118 USE OF DEADLY FORCE INVESTIGATION AND REVIEW

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19. The involved officer's clothing, shoes, vest, leather gear, and digital recorder and/or camera will only be seized as needed for evidence. Items will be replaced as soon as possible.
20. If criminal conduct by an officer(s) is suspected, investigators shall apply for a search warrant to seize blood and urine. Samples will be submitted to the SOA Crime Lab for analysis.
21. If no criminal conduct by officer is suspected, the involved officer will be ordered (by a command officer, not connected to the investigative team), to provide blood and urine samples for department internal review. The sample will be sent to the Office of Professional Standards for future analysis.
22. Schedule date, time and location for a formal interview with officer, at least 48 hours after the incident. Involved officer may request an interview at any time prior to 48 hours.
23. Officer will be assigned to administrative leave for a minimum of 3 days up to five (5) days. VPSOs assignment to administrative leave will be at discretion of the employer based upon their policies.
24. Commander preparation and distribution of a commissioner's notification.
25. Commander preparation of a press release (officer's name will normally not be released for 72 hours).

**B. Homicide Investigation Procedures.** An Alaska Bureau of Investigations (ABI) investigator is assigned to The on-scene questions will not become an in-depth interview and will only include enough information to give direction to the scene investigation, enhance scene security, and protect the public. The on-scene questioning may not be necessary if other adequate information from the scene or other witnesses/officers is available. The solicitation of specific details shall be reserved for the formal interview. The on-scene questions may be audio-recorded for the investigator's notes. The ABI investigator will not conduct video re-creations or "walk-through" with the involved officers. While it may be a fine line to walk, the investigator will keep in mind that involved officers have all the rights of any citizen and shall be treated, unless the investigation indicates otherwise, as a victim and witness.

Some of the investigative steps in this section may require waivers or search warrants to assure the legal admissibility of any evidence obtained. If the investigator has any questions concerning the search and seizure implications of an investigative step, the Department of Law Office of Special Prosecutions will be contacted for advice before proceeding.

1. Ensure adequate numbers of investigative personnel are at the scene, or are on the way.
2. Ensure the Office of Special Prosecutions is informed of the incident.
3. Ensure State Medical Examiner is advised if required.
4. Ensure notification of next of kin.
5. Ensure legality of scene search by written waiver or search warrants.
6. If a suspect and/or victim is shot or injured, have an officer respond to the medical

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## CHAPTER 118 USE OF DEADLY FORCE INVESTIGATION AND REVIEW

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facility with the suspect and/or victim and seize the suspect and/or victim's clothing.

7. Ensure the suspect and/or victim has blood and urine drawn through medical procedures, written waiver, or search warrant for blood alcohol and toxicological screen.
8. If the officer discharged a weapon, seize and replace it with another weapon as soon as reasonably possible. Maintain custody of the seized weapon, protecting it for forensic testing. Document the condition of the weapon when seized.
9. Photograph injuries sustained by any party.
10. Ensure immediate area and neighborhood canvass is conducted.
11. All witness interviews shall be recorded.
12. Ensure the scene is photographed and video recorded
13. Ensure any vehicles involved are seized and secured pending consent or search warrant.
14. Ensure physical evidence at the scene is identified, collected, and the chain of custody is maintained.
15. Ensure all original radio recordings and dispatch logs are seized, secured, and transcribed.
16. Ensure all original 911 recording and 911 logs are seized, secured, and transcribed.
17. Ensure the scene is measured and a diagram constructed.
18. Coordinate on-scene media relations. Release of any information to the media will be coordinated and approved by the Director.
19. Coordinate on-scene briefings and inform supervisors of case progress.

**C. *Involved officer investigation procedures.*** All officers directly involved in a use of deadly force incident will be treated in the following manner:

1. After other officers secure the scene, any involved officers will be removed from the scene as soon as possible to a designated location.
2. The involved officers will be photographed in the clothing and equipment worn during the use of deadly force.
3. If possible, photograph any injuries to the involved officers at the medical facility and/or the office.
4. Seize the involved officer's clothing, shoes, vest, leather gear, and digital recorder and/or camera but only if deemed necessary for evidentiary value and retain until released by the Division Director in cooperation with the Department of Law. This may include weapon, badge, audio recorder, etc. The reason for the seizure shall be explained to the involved officer.

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- a. If probable cause exists suggesting criminal wrongdoing on the part of the involved officer, investigators shall apply for a search warrant for blood and urine. A search warrant will not be sought for the involved officer's blood and urine if there is no indication of criminal wrongdoing. In cases where blood and urine is seized by search warrant, the samples will be submitted to the SOA Crime Lab.
  - b. Involved officers will be required by the Department, to provide samples of blood and urine for the department's internal administrative review. This collection will not be ordered or supervised by criminal investigators. This blood and urine draw is mandatory. If an employee refuses to provide a blood and urine sample they may be subject to appropriate discipline under OPM 111. The blood and urine will be seized by a DPS supervisor at a medical facility and will be sent to the Office of Professional Standards (OPS). OPS will facilitate the testing of the blood and urine at a licensed medical facility. The blood and urine will be tested in every instance of administrative seizure. The results will be provided to the Director's Office to be used in the Formal Command Review Stage.
5. Any seized uniform part, weapons, or equipment will be replaced as soon as possible. The designated support officer (See D below) will liaise with the involved officer's chain of command to ensure this occurs in an expeditious manner. The duty weapon will be replaced at the scene as soon possible; however, the officer will not leave the scene unarmed unless medically necessary.

### **D. *Employee support procedures.***

1. DPS will ensure the involved officer(s) have an opportunity to contact their family or offer to make notification for them in such a way that the family is not traumatized by the notification. If the officer is injured and cannot make the notification or give direction as to notification, a command officer will determine the best method of family notification. Command will make family notifications a high priority to ensure that the family is notified by the department and not through the media or other well-intentioned friends or representatives. There will be efforts to have a department representative remain with or transport family to the medical facility. Personal notification is the preferred method of the department.
2. Support officer. As soon as reasonably possible, the commander of the involved officer(s) or supervisor in the absence of the commander will designate a department employee to function as a support officer. The involved officer shall be consulted and have input as to the selection of the support officer. If multiple officers are involved, the commander will determine the best option for either a single or multiple support officers. The support officer's primary mission will be to explain procedures and to provide support. The support officer will act as liaison when needed between the involved officer and command. Command will impress upon the support officer the importance of this assignment. The support officer will not have any authority as to

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the direction of the investigation so as to remain completely neutral and supportive, but will be able to provide suggestions to Command and Investigators regarding timing of actions and requests as well as the physical and mental condition of the involved officer. Command will provide the involved and support officer with a [pamphlet](#) outlining this chapter so the officer will understand the investigative process.

3. A commander will assign the involved officer to administrative leave for a minimum of three (3) days up to five (5) days, in addition to their regular days off. See 118.610 (A). VPSOs assignment to administrative leave will be at discretion of the employer based upon their policies.
4. The names of involved officers will not normally be released to the media by the Department for a seventy-two (72) hour period following the incident. After seventy-two (72) hours the name of the involved officer(s) will be released by the Director's office. For VPSOs the name will be released in consultation with the employer.
5. An officer involved in the use of deadly force may wish to meet with other individuals, counselors, chaplain, or stress debriefing groups; however, at no time shall such meetings interfere with the on-going investigation. No guarantees can be made that such conversations will remain confidential outside of the context of a privileged conversation.
6. A commander or higher ranking officer will attempt to communicate face to face with the officer for the purpose of demonstrating departmental support for the officer. The administrator will not comment on the situation or make any premature statements regarding the legal or internal affairs matters but may show concern and empathy for the officer and/or family during the very stressful experience.
7. The support officer must reside in the same geographical area as the involved officer/family and must not be on personal leave or involved in training or other duties that would prohibit them from being able to serve in this capacity.
8. All department employees involved in the incident, either at the scene or in support roles (dispatchers, supervisors, etc.) will be encouraged to attend a critical incident stress debriefing (CISD) within seventy-two (72) hours (See OPM 114). The CISD may include the officers that used deadly force in the incident if their formal investigative interview has already been conducted (See 118.610 (D)). Whenever possible, consideration should be made into assigning command staff personnel from outside the involved detachment to help facilitate the CISD to allow involved detachment command staff to focus on other priorities.

### ***E. Duties of the support officer.***

1. The support officer will read and be familiar with the relevant contents of OPM 118 and the pamphlet.

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2. The support officer will not have any authority as to the direction of the investigation.
3. During the first 72 hours following the incident, the support officer will be available 24/7 to meet the needs of the involved officer and/or their family. This includes the use of department vehicle(s) to provide transportation, if necessary, to the involved officer and/or family members. Standby pay for the support officer is authorized during this time.
4. The support officer will remain completely neutral and supportive but will be able to provide suggestions to command and investigators regarding timing of actions and requests as well as the physical and mental condition of the involved officer/family.
5. The support officer will not bar direct communication with the involved officer/family that is initiated by the involved Trooper's Detachment Commander or a commissioned officer bearing the rank of Major or higher.

**F. *Detachment commanders to follow investigation.*** Detachment commanders are to remain briefed on the status and developments of the ABI investigation as it is proceeding. Commanders are expected to be closely aware of the essential details of the incident and the investigation through its conclusion.

**G. *Departmental Administrative Force Review.*** The Office of Professional Standards (OPS) will conduct an administrative force review of the incident.

1. This review is limited in scope to a review of departmental policy, procedures, and rules in relation to the incident. It is not intended to be a separate or parallel investigation.
2. If any potential policy violations are identified, the appropriate Division Director will be notified and the Department complaint process may be followed in accordance with the employee's collective bargaining agreement. [Ref [OPM Chapter 111 Department Investigations and Disciplinary Procedures](#)]
3. OPS investigators will have access to the ARMS incident and will obtain through ARMS copies of statements, reports, and other findings. Requests for copies of videos, audios, and/or photos will be made by OPS through the appropriate property manager.

### 118.610 POST-INCIDENT OFFICER SUPPORT

**A. *Administrative leave.*** The involved officer will immediately be afforded three (3) days up to five (5) days of administrative leave from regular duties in order to seek support and/or counseling services to adjust to the circumstances of the deadly force incident on a personal and familial level. During the administrative leave period the officer(s) will be required to provide the department with contact information; however, may participate in a formal interview, may participate in a CISD event, and may participate in a mental health consultation. The department

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will make every effort not to contact the officer regarding any routine case work or assignments. VPSOs assignment to administrative leave will be at discretion of the employer based upon their policies.

**B. *Post-incident intervention and education session.*** The involved officer will be required to attend a post-incident intervention and education session with a mental health professional within seven (7) days if at all possible. The department will provide the officer with an appointment for the [post-incident intervention and education session](#). The department will pay for this session. The post-incident session is a privileged communication between the mental health professional and the officer involved. This will not be a complete psychological battery of tests as during the hiring process. The only requirement from this session will be a notification to the department that the session occurred or if the officer is reacting abnormally in the aftermath of the deadly force event. The department will pay for a follow-up session; if additional appointments are needed the supervisor should consult with DPS Human Resources. The officer may also be advised of other mental health assistance services through the State of Alaska [Employee Assistance Program \(EAP\)](#) and will be encouraged to seek out any services the officer feels is necessary for their mental health. The decision to seek further mental health assistance is a sign of maturity and the professional recognition that the use of deadly force can cause unseen stresses upon an officer. VPSOs requirement under this section will be at discretion of the VPSO employer based upon their policies.

**C. *Fit-for-duty evaluations.*** Mandatory fit-for-duty evaluations will only be required if the involved officer exhibits signs of abnormal stress or aberrant behavioral actions that affect their performance or cause concern for the officer's safety. Supervisory and command staff will be required to justify this action to the director's office. The Director's office and VPSO Coordinator will consult with the VPSO employer before requiring a fit for duty evaluation. If justified, the officer will be required to see a doctor of the department's choosing and the department will pay for the exam. The doctor will let the department know, in writing, if the officer is fit for duty. If the doctor determines the officer is not fit for duty, the doctor will provide the following additional information to the department:

1. The prognosis of when the officer will be able to return to full duty.
2. Whether the officer is able to perform limited duty on a temporary basis.
3. A determination that the condition is or is not work related.
4. A recommendation for re-integration to the workforce.

**D. *Critical incident stress debriefing.*** A critical incident stress debriefing (CISD) will be conducted by qualified and trained personnel after investigators have conducted initial formal interviews. All efforts will be made to conduct the CISD within seventy-two (72) hours. This is a voluntary participatory action and is not the same as a tactical debrief. The CISD may not include the officers that used deadly force in the incident unless their formal investigative interview has been conducted. Specific detailed information about the event will not be disclosed. The purpose of the CISD is to allow all involved employees to express and share feelings and emotions about the incident in general

as they cope with the aftermath. (See OPM 114)

### **118.620 FORMAL INVESTIGATIVE INTERVIEW**

**A. Interview.** In most cases, a formal in-depth interview will not be conducted with the involved officer for at least forty-eight (48) hours, unless the involved officer desires an earlier interview. The involved officer may also request that the formal interview take place later than forty-eight (48) hours following the incident. The involved officer will be afforded all the constitutional rights and privileges of any citizen.

The ABI investigator will conduct a recorded interview with the involved officers regarding the circumstances surrounding the use of deadly force. To ensure the voluntariness of an interview with the officers involved, the investigator shall make the following advisement to the officers:

1. “Do you understand that you are not in custody, and are free to discontinue this interview at any time?”
2. “Do you understand you are not obligated to talk to me, and you are free to leave at any time?”

**B. Statement.** The involved officer will not be compelled to provide an interview or to write a report during the criminal investigative stage. The involved officer will not be asked or directed to sign a “Garrity” waiver. The involved officer will be advised that they can contact and/or have an attorney or bargaining unit representative present or seek outside advice.

Unless the involved officer is in custody, they will not be given a Miranda Warning. If subsequent interviews or questioning is required by the investigators, notification will be made to the officer in writing (including email with receipt) with at least forty-eight (48) hour notice, unless probable cause has been established that the officer may have committed a crime.

The use of deadly force is a traumatic event for the officer(s) and their family. The department will do everything possible to prevent any feelings of anxiety or unease. During the investigation and interview, the involved officer will be treated professionally, respectfully, and with regard due to one who has had to use deadly force while carrying out their professional responsibilities. The involved officer will be allowed an opportunity for reasonable rest periods and will not be interviewed under stress or fatigue. The officer will be treated with the same professional demeanor as any other victim and/or witness.

**C. Interview Techniques.** If the investigation reveals that the involved officer has committed a crime or has deliberately lied, other interview techniques may be employed. This change in interview techniques requires notification and permission of the Alaska Bureau of Investigation commander or their designee. The Alaska Bureau of Investigation commander will make notification to the Director’s Office if this is considered necessary.

**D. Departmental Administrative Force Review Interview.** The involved officer will not be

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interviewed by OPS as part of the Force Review. OPS will review the criminal investigation interview and, if necessary, speak to the ABI investigators. In the event potential policy violations are identified, the applicable Director's Office will be notified and Administrative Investigation initiation procedures should be considered in accordance with [OPM Chapter 111 and the Department Investigations Manual](#).

### 118.630 DIRECTOR'S OFFICE REVIEW

A thorough investigation is in the best interest of the involved officer and the department and is expected by the public. Investigators and Command will ensure that a complete and professional investigation is conducted of the involved officer's actions. This portion of the criminal investigation will be completed as soon as possible and is not contingent upon the conclusion of the entire criminal investigation.

**A. Office of Special Prosecutions review.** After the homicide investigation of the involved officer's action is completed, the information will be submitted to the Office of Special Prosecutions for review to determine the legality of the officer's actions. The involved officer may be exonerated, may be charged with a crime(s), or not charged due to lack of evidence.

**B. Administrative Force Review Memorandum.** At the conclusion of the OPS Force Review a memorandum will be authored by the OPS Supervisor and presented to the applicable Director. If an AI is conducted, the case will be presented to the Force Review Board after the review and conclusion of the AI. If no potential policy violations are identified the memorandum will request permission to convene a force review board as described in section 118.640.

**C. Detachment commander's review and analysis.** Detachment commanders are expected to be closely aware of the essential details in the ABI use of deadly force investigation as it is ongoing and provide review and analysis to the director's office when necessary. Unless extenuating circumstances exist, all components of the written report will be made available to the appropriate commander for timely review.

**D. Timeline and notification.** Absent unusual circumstances, it is expected that this review will be completed within 30 days from the receipt of the written Office of Special Prosecutions review. After the initial 30 days OPS will inquire with the Director's Office every 14 days as to the status of the review so as to expedite resolution of the incident. The employee will be formally notified as to any outcomes, decisions, or determinations to date. If the officer involved is charged with a crime or suspected of a crime or policy violation, an Administrative Investigation (AI) will be opened and may be held in abeyance until the criminal investigation is completed. The AI may also be held in abeyance if prosecutorial action is being taken against another party involved in the case.

### 118.640 FORCE REVIEW BOARD



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- A. *Convening a force review board.*** The review board is not an investigative entity to uncover policy violations by the involved officer(s). A review board will be convened at the request of the Division Director in every line of duty incident involving the use of deadly force. Review boards may also be convened in line of duty incidents involving other discharge of firearms, with the exception of training or to dispatch an injured animal. The review will be the responsibility of OPS. The review board is separate and distinct from any criminal or administrative investigation. The intent of the review board is to determine if procedures, policies, tactics, training, and equipment were appropriate.
- B. *Selection of board members.*** The Review Board members may include the following:
1. The OPS Supervisor or designee, who will chair the board;
  2. One DPS commissioned personnel assigned to the Public Safety Academy;
  3. One DPS commissioned personnel selected by the Division Director (if possible, from a different detachment); and
  4. One DPS commissioned personnel selected by the involved officer. If more than one officer is involved, all involved officers must select the fourth member of the board. If the officers under review cannot agree, each officer shall select one DPS commissioned officer. The selected officers will then consult to select a representative to serve on the board. VPSOs may select a DPS commissioned personnel or another certified VPSO.
  5. For VPSOs the Division Director will work with a VPSO grantee to select a representative for the grantee to sit on board.

The OPS will be responsible for official notification to personnel selected to serve on the board and for informing the officer(s) involved as to the names of chosen Review Board members.

**C. *Review of incidents involving multiple officers.*** A single board may review an incident involving multiple officers. The board shall specify if findings and recommendations are based on a particular officer's actions rather than all officers involved.

**D. *Board responsibilities.*** The review board will determine if the officer under review discharged a weapon or deliberately used deadly force, and shall review existing department policies, procedures, tactics, equipment, and training that may have affected the incident under review and shall make its conclusions known in its final report.

If at any point during the review board process, a policy violation is uncovered, the review board will return the case to the Director with an explanation. The Director's Office will determine a course of action. (See OPM 118.630)

The board may make recommendations for commendation in accordance with OPM 112.

**E. *Notices required prior to hearing.*** The OPS shall notify the involved officer(s) and

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witnesses in writing at least 24 hours before the time set for appearance at the review board.

**F. *Review board hearing protocol.*** The following rules will apply to hearings conducted by the Review Board:

1. The technical rules of evidence do not apply to board proceedings. The chairman shall rule on questions of evidence and determine whether documents, testimony, or other evidence will be excluded because of lack of reliability, delay, waste of time, or because it is cumulative.
2. The chairman will read into the record:
  - a. The appropriate section(s) of the OPM and/or SOP that may apply to the circumstances;
  - b. Each board member's name and method of appointment; and
  - c. The names of any other person(s) present.
3. All witnesses:
  - a. May be questioned by members of the board;
  - b. May not be asked off-the-record questions;
  - c. Will be excluded except while giving testimony;
  - d. Shall remain available for recall;
  - e. Will normally be called to appear in person before the board; however, the chairman may allow a witness to testify telephonically or by deposition to avoid delay or undue expense; and
  - f. Non-DPS employees will be required to swear or affirm that the testimony given in the proceeding is the truth.

**G. *Review board deliberations.*** Review Board will use a deliberative process to reach its conclusions.

1. After hearing testimony and reviewing documentary evidence, the board will meet in closed session to discuss the incident.
2. Each member of the board will candidly discuss their observations and assessments with the chairman so that a single memorandum can be prepared containing their findings and conclusions, supported by testimony and evidence, as to procedures, policies, tactics, training and equipment employed by the involved officer(s) and recommendations regarding the same as well as any commendations for action during the incident.



**H. *Review board report.*** The chairman will compile a final report to the Division Director containing:

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1. A summary of the review process leading up to convening the board;
  2. A summary of the incident based on the testimony and evidence considered by the board;
  3. A copy of all reports, photos, diagrams, and other documentary evidence considered by the board;
  4. A complete audio recording and any transcriptions from the board proceedings; Any recommendations by the board to examine or change procedures, policies, tactics, equipment, or training; and
  5. Any commendations for actions during the incident.
- I. *Director's actions following review of board report.***
1. The Director will review the board's report and determine the appropriate action based on the board's recommendations. For VPSOs the Director will review and discuss the report with the grantee representative.
  2. Upon completion of the Director's review, the director will notify OPS to release a confidential copy of the report to the board participants.
  3. The review board report, along with the Director's action, will be filed with OPS.
- J. *Timeline.*** Absent unusual circumstances, it is expected that this review will be completed within thirty (30) days from the date of assignment.
- K. *Dissemination of lessons learned.*** The Director will take actions to disseminate lessons learned to appropriate command staff and command personnel as necessary. At director's discretion, a presentation from OPS regarding the force review board may be requested to be given to command personnel.

DEPARTMENT OF PUBLIC SAFETY OPERATING PROCEDURES MANUAL		
CHAPTER 217	WEAPONS CARRY	
	Effective: 3/16/2022	Commissioner Approval: 
	Authorities:	
	Applicability: ALL DEPARTMENTAL EMPLOYEES	
	Special Instructions: See OPM 232 & <a href="#">Firearms Procedures Manual (FPM)</a>	

**217.100 INTRODUCTION**

This chapter establishes the policy regarding authorized possession and carry of weapons while on duty. This chapter also establishes a prohibition against the introduction of firearms into the department workplace, except under strictly controlled circumstances.

**217.300 OVERALL STANDARD**

Except as otherwise provided for in this policy, employees of the department may not carry or transport firearms while on duty or in a DPS facility or vehicle including a personal vehicle being utilized for work purposes. Neither the statutory provisions allowing the carriage of concealed weapons by persons not otherwise legally barred nor the possession of a concealed handgun permit create an exception to this policy. When assigned to do so, departmental officers may handle or transport weapons for specific work purposes.

**217.310 FIREARMS AND AUTHORIZED FIREARMS**

**A. Officers required to be armed while on-duty.** Officers are required to be armed with an issue handgun while on-duty in uniform, unless otherwise ordered by the court while testifying or unless attending formal functions in dress uniform. While on-duty other than in uniform, officers are required to be armed with either the issue handgun, or with an authorized personal handgun. While on-duty other than in uniform the handgun carried will be concealed at all times except when engaged in outdoor activities.

**B. Off-duty Officers authorized to be armed.** Troopers and Deputy Fire Marshals, who are certified under APSC as police officers, are authorized to apprehend criminals and preserve law and order while off-duty. Accordingly, every trooper and Deputy Fire Marshal certified under APSC is authorized to carry his badge and regular issue handgun, or other approved personal handgun while off-duty. Commanders may impose the requirement that off-duty troopers under their command be armed at all times. Except while engaged in outdoor activities, handguns shall be carried concealed.

**C. Shotguns and rifles in patrol vehicles.** Shotguns and rifles shall be fully loaded when being carried in patrol vehicles except that no shell shall be placed in the chamber, and they shall not be left in unattended vehicles unless the weapon is secured.

**D. *No weapons to be unsecured.*** Weapons not in the immediate control of an officer shall be secured in appropriate retention devices.

**E. *Automatic weapons.*** Automatic weapons may only be carried by an officer who has the written approval of the Commander or who is a current active member of SERT, and only after the officer has qualified with the weapon on the appropriate SERT automatic weapons qualification course.

#### 217.320 ARMED CIVILIAN PILOT

It is permissible for civilian pilots to be armed during the performance of their duties but by no means does this policy require civilian pilots to be armed. It is the intent of the policy to permit pilots to be armed during flight missions only. During the course of their duties, they are often unaccompanied by commissioned personnel while flying in remote regions of the state and require a firearm for survival and protection.

**A. *Training and identification.*** Only those personnel who have received Department approved training will be permitted to carry a weapon. While armed, Department issued identification will be required.

**B. *Equipment and qualifications.*** The Department will provide the weapon, ammunition, and appropriate gear. No other weapon, ammunition, or gear will be permitted without approval of the Director or designee.

For handguns, annually three qualifications at different dates must be conducted by each employee one of which must be supervised by a Department approved firearms instructor. Pilots choosing to participate in this training must demonstrate proficiency and safety. Training records will be entered into APSIN with a hard copy of the qualifications placed into the employee respective personnel file.

**C. *Weapon secured.*** When not involved in flight duties, on RDO's, or while on leave, the weapon will be secured in Department approved containers. Should flight duties necessitate the pilot possess the weapon while away from the aircraft, it shall be concealed in manner which prevents its detection. Pilots will immediately declare they are armed when in contact with law enforcement, additionally pilots are not authorized to carry a weapon into areas not permitted by law, i.e. courts, schools, banks, and buildings where posted. It is not permissible for pilots on missions originating or ending out of state to be armed. If a civilian employee is traveling commercially, the weapon/ammunition must be declared and checked per FAA regulations as luggage.

**D. *Violations.*** Pilots found in violation of this policy or who are unable to demonstrate proficiency and safety will not be permitted to carry a weapon as outlined in this section.

#### 217.330 FIREARMS ON COMMERCIAL AIRCRAFT

**A. *Firearms on aircraft limited to certain officers.*** Transportation Security Administration (TSA) and commercial airline policies generally do not permit firearms, loaded or unloaded, in

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the passenger cabins of aircraft or in any secure area. However, law enforcement officers may fly armed under certain conditions. Law enforcement officers are permitted to carry deadly weapons aboard scheduled or charter passenger aircraft where security screening is required when it is necessary to have a weapon accessible in connection with the performance of duty during the period of time it would otherwise have been placed in checked luggage until returned after deplaning. Since commissioned personnel of DPS are deemed to be on duty at all times, this regulation has been interpreted by the TSA to mean that DPS officers may be armed while aboard aircraft operating in Alaska.

Others who may carry weapons on aircraft include federal law enforcement officers, certain other federal officials, local and state law enforcement or corrections officers actually escorting prisoners, diplomatic bodyguards, pilots who have completed the Federal Flight Deck Officer (FFDO) program, and certain other persons authorized by the airlines and the TSA.

**B. *Requirements for armed travel within Alaska.*** Commissioned personnel of the Department of Public Safety may carry weapons aboard aircraft within Alaska when:

1. The officer has advised the airline of the armed status;
2. The officer has official credentials for presentation upon request to airline personnel;
3. The officer can state that performance of duty requires access to a weapon during the time that it would otherwise be inaccessible in checked baggage or if on a prisoner trip;
4. The officer has complied with all Transportation Security Administration (TSA) regulations, which includes completing the TSA "Law Enforcement Officers Flying Armed" training program;
5. The officer has submitted an authorization request to TSA through the National Law Enforcement Telecommunications System (NLETS) and received a message notification with an NLETS number; and
6. The officer is not under the influence of alcohol or medications that would impair his judgment while aboard the aircraft. Nor may the officer have consumed alcohol within the previous eight hours.

When transporting prisoners on behalf of the state, officers from local law enforcement agencies must meet all of the above requirements.

**C. *Requirements for armed travel out-of-state.*** Generally officers will only be authorized to carry weapons aboard outside airlines while they are actually escorting a prisoner. Airlines may require that weapons be placed in checked baggage as a condition of transport.

Court Service Officers, who are not certified by APSC, traveling out of the State in plain clothes to conduct a prisoner transport will place their weapons in a checked bag unless they are actively transporting the prisoner.

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- D. *Transporting firearms in checked baggage.*** No employee shall transport, or tender for transport, any unloaded firearm in checked baggage aboard an airplane, unless the passenger declares orally, or in writing, to the air carrier before checking the baggage that any firearm carried in the luggage is unloaded; and the firearm is carried in a locked hard-sided container. The airline will place a firearms notice within the bag.
- E. *Officers may not consume alcohol while armed on aircraft.*** No officer will consume alcoholic beverages while traveling armed aboard any aircraft.
- F. *Pilot may refuse transport of armed officer.*** The pilot in command has final authority regarding the presence of armed officers on the flight, and may refuse passage to armed persons. Officers who are refused passage shall document the incident and notify their immediate supervisor at the earliest possible opportunity. Officers may have to accede to airline demands to check firearms, or make alternate arrangements necessary to complete their travel. In no case are officers to argue the decision with airline flight crews or personnel. If contact with the airline concerning this incident is required it will be made only after a thorough supervisory review.
- G. *Review of chapter required before travel.*** Prior to any prisoner transport aboard a commercial airline, the primary (DPS) and any secondary (non-DPS) officers will review this chapter and any other DPS materials relating to travel while armed. See OPM chapter 216.340.

It is the responsibility of the primary officer to assure that any secondary officer has completed the required review of this chapter.

### 217.340 TRANSPORTING OC SPRAY AND TASERS ON AIRCRAFT

US D.O.T. classifies OC spray as a hazardous material that may be transported in the holds of commercial aircraft when properly secured. Unfortunately the regulations regarding the transport of these substances aboard aircraft are very complex and are poorly understood even by air carriers. Air carriers may refuse to transport OC spray if they become aware of its presence. Because the discharge of even a small amount of OC spray in the cockpit area of an aircraft could cause loss of control and a consequent crash, the following procedures restricting the transport of unsecured OC spray on aircraft have been developed.

- A. *OC spray must be secured aboard aircraft.*** Officers will not carry OC spray aboard any aircraft unless it is securely stowed such that it cannot present a threat to aircraft or passengers.
- B. *Use of OC spray transport can.*** DPS posts have been supplied with unused one-quart paint cans for use in transporting OC spray aboard aircraft. The OC spray canister, either with the leather holster or without, shall be placed in the can and the lid pressed firmly onto the can. The lid to the can may be pried open with a tool or a key upon deplaning. The can must be placed in checked baggage on commercial aircraft, or securely stowed on Department aircraft. When traveling on small aircraft, consideration shall be given to placing the luggage containing OC spray in wing or external lockers.

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For situations requiring extra security, the lid retaining clips may be applied to the rim of the can with a hammer. These clips allow the cans to meet DOT, Postal Service, and UPS standards for the transport of hazardous materials. If the clips are used, pliers or a screwdriver will be required to open the can.

**C. *Officers must use judgment.*** Use of the cans should ease the difficulties of transporting OC spray to the many remote locations served by the Department. However, the use of the cans does not eliminate the need for officers to exercise good judgment in determining when to transport OC spray, and in working out the concerns of any pilots or commercial carriers. Officers shall not argue with airline personnel if the transport of OC spray becomes an issue. Instead, officers shall take appropriate actions to complete their primary assignment and report the incident to their supervisor.

### 217.350 AIRPORT SECURITY SCREENING

**A. *Secure airport areas entered only through screening points.*** Officers will enter sterile areas of airports only through screening points and never through concourse exits. Officers issued airport facility credentials may use other access during the performance of their duties.



**B. *Bypass of airport security screening by armed officers.*** Armed officers may bypass the screening process at airport security screening points only by presenting bona fide credentials to the screener or law enforcement officer in charge of the checkpoint and advising this person that he or she is armed. This procedure applies to uniformed and non-uniformed officers alike.

**C. *Unarmed officers receive regular screening.*** Unarmed officers will submit to screening in the same manner as any other passenger.

**D. *Prisoners required to be screened.*** All prisoners being escorted are required to be screened. Restrained prisoners will be hand-searched by security personnel.

**E. *Screening violations are a federal crime.*** Failure to properly screen in accordance with regulations is a federal crime and can result in fines totaling \$10,000.00 for each individual violation.



DEPARTMENT OF PUBLIC SAFETY OPERATING PROCEDURES MANUAL		
CHAPTER 232	WEAPONS STANDARDS & TYPES	
	Effective: 11/06/2023	Commissioner Approval: 
	Authorities:	
	Applicability: OFFICERS	
	Special Instructions: See OPM Chapters 107, 217, & <a href="#">FPM</a>	

### 232.100 INTRODUCTION

This policy establishes the standards assigned to weapons authorized by the department. Standards include qualifications, training, and maintenance.

### 232.300 FIREARM PROFICIENCY

**A. *Officers must be trained with authorized weapons.*** No officer is authorized to carry a weapon for which they have not been properly trained. The instruction must be provided by DPS Instructors and be DPS approved.

1. All officers must complete the DPS Shotgun Course prior to being authorized to carry any shotgun in the course of their duties.
2. All officers must complete the DPS Patrol Rifle course prior to being authorized to carry any patrol rifle in the course of their duties.
3. SERT: Instructions and instructional materials related to weapons systems not already covered in this section may be unique to SERT specialized weapon systems. Any firearms instruction provided to SERT officers must be Alaska Police Standards Council certified and the training must be properly documented in compliance with applicable OPM chapters.

**B. *Qualification required.*** All officers must remain proficient and qualify with each weapon they are authorized to carry, as specified in the [Firearms Procedure Manual](#).

**C. *Supervised qualifications.*** Officers must qualify under supervision with each weapon at least once each year. Other required qualifications may be unsupervised. During supervised qualifications the firearm instructor may deny qualification, irrespective of score achieved, to any officer who fails to abide by safety regulations or who in the instructor's judgment cannot demonstrate adequate gun handling skills. Malfunction clearance drills will be performed during all supervised qualifications **for each weapon they are authorized to carry, as specified in the firearms procedure manual.**

Since SERT qualifications are more difficult and to a higher standard than standard DPS qualifications, supervised SERT Qualifications can serve as the officer's annual qualifications for all weapons. The SERT qualifications will be clearly delineated on the [Firearms Qualification Record](#) and in the ACADIS Training Data entry.

**D. Failure to qualify during supervised qualifications.**

1. During supervised qualifications, officers will be allowed no more than two attempts in one day to successfully complete a qualification for each weapon system. The Firearm Instructor has full discretion in determining how much time must pass between each attempt to qualify on any given day.
2. Failure to qualify within two attempts with a personal weapon, whether carried on duty or off duty, will result in the officer no longer being authorized to carry that weapon. The scores related to the failures to qualify will be recorded in the ACADIS Training Record System. Any previously received authorization for the carrying of the weapon will be considered revoked.
3. Failure to successfully qualify with any issued weapon will result in the following course of action:
  - a. First failure to qualify.
    - i. Following the first failure with a department-issued weapon; the officer's unsatisfactory scores will be recorded for entry into the ACADIS Training Record System. The Firearm Instructor will notify the Detachment/Bureau Commander in writing (either memo or E-mail) of the officer's failure. The Firearm Instructor will also outline a training course of action for the officer.
    - ii. The officer will be required to qualify during a supervised qualification within thirty days, excluding periods of annual leave, sickness, court testimony, or other extensions granted by the Detachment/Bureau Commander.
    - iii. Remedial training will be made available to the officer through coordination with the Detachment/Bureau Commander and a Firearm Instructor. The Firearm Instructor will provide the officer with instruction as to what methods and techniques are necessary to improve the officer's performance. It will be the officer's responsibility to coordinate with the Firearm Instructor to schedule additional attempts to qualify.
    - iv. Failure to qualify within a thirty-day period (listed below) may be used as grounds for withholding merit increases or other administrative action.
  - b. Second failure to qualify.
    - i. Following the second failure to qualify with a department-issued weapon; the officer's unsatisfactory scores will be recorded for entry into the ACADIS Training Record System. The Firearm Instructor will notify the Detachment/Bureau Commander in writing (either memo or E-mail) of the officer's second failure.

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**CHAPTER 232 WEAPONS STANDARDS & TYPES**

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- ii. The Detachment/Bureau Commander, or a designee, will issue a Memorandum of Instruction to the officer outlining the failure to qualify and providing guidance as to a course of action to achieve a successful qualifying score.
  - iii. The officer will be required to achieve a qualifying score within thirty days of the second failure. No extensions of time will be provided minus extraordinary circumstances. All reasonable attempts will be made to provide one-on-one training with a Firearm Instructor. It will be the officer's responsibility to coordinate with the Firearm Instructor to schedule additional attempts to qualifications.
- c. Third failure to qualify.
- i. Following a third attempt to qualify with a department-issued weapon; the officer will no longer be authorized to carry that weapon in the line of duty. The Firearm Instructor will notify the Detachment Commander immediately, in person or via phone, of the failure. The notification will be followed up later in writing (either memo or E-mail) explaining the Firearm Instructors observations regarding the officer's failure to qualify.
  - ii. The scores related to the failure to qualify will be recorded for entry into the ACADIS Training Record System.
  - iii. The Detachment Commander will consult with the Division Director to determine a course of action to follow concerning the officer's inability to qualify.
- d. Failure of an officer to qualify may be used as grounds for administrative action, including dismissal.

**E. *Scheduling of qualifications.*** Courses of fire that are scheduled for two or three times yearly require qualification at two or three different times of the year, respectively.

**F. *Qualification while on-duty.*** On-duty officers may be called upon at any time to qualify in any prescribed course of fire with any firearm they are authorized to carry or any standard firearm used by the department.

**G. *Failure to report for or perform required qualifications.*** An officer who, having been properly notified and having no duty conflict or excused absence, fails to report for a supervised qualification or fails to perform an unsupervised qualification may be subject to discipline up to and including dismissal. The following outlines the policy for rescheduling missed qualification events and the consequence for such action.

- 1. When an officer of the department fails to report for scheduled supervised qualifications, such an action will be reported to the officer's Detachment/Bureau Commander.

## CHAPTER 232 WEAPONS STANDARDS & TYPES

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2. If it is determined that the officer was not properly notified or had duty related conflicts or an excused absence (annual leave, sick leave, etc.), the Commander will coordinate with the Firearm Instructor to arrange a “makeup” session.
3. If it is determined that the officer was properly notified and did not experience a duty related conflict or excused absence, the Commander will provide a Memorandum of Instruction to the officer outlining what actions the officer must follow to achieve compliance with the department’s directives related to firearm qualifications. The officer will be directed to arrange a “makeup” session with the Firearms Instructor to be conducted at a time that is convenient to the Instructor. An officer who has a documented history of failing to follow prior directives will be subject to disciplinary action for failing to comply with qualification event.
4. If an officer fails to report for a second or subsequently scheduled supervised qualifications, and was not experiencing any duty-related conflicts or excused absence, the officer’s Detachment/Bureau Commander will initiate appropriate disciplinary action.

**H. *Qualification recorded in Training Records System.*** Firearms qualification scores of all officers will be entered into the Training Records System.

**I. *Authorization to wear the firearms expert patch.*** The “expert” uniform patches or pin may be worn in accordance with Chapter 102 by officers with a score specified in the firearms procedure manual for issued firearms during supervised qualifications. The patch or pin will be removed immediately after the officer fails to shoot an expert score during any subsequent supervised qualification.

### 232.310 CHEMICAL WEAPONRY, EXPLOSIVES AND DISTRACTION DEVICES

**A. *Devices exempted from section.*** The provisions of this section do not apply to the use of OC spray or projectiles, or to the use of "shell crackers", "seal bombs", or other distraction or explosive devices for animal control purposes.

**B. *Approved training required.*** Only officers having received department approved training may possess chemical weapons, explosives, or distraction devices. Refresher training is required at least once every five years.

**C. *Consideration of risk prior to use.*** Chemical weapons, explosives and distraction devices present hazards to department personnel, suspects, hostages, innocent bystanders, as well as property. Before their use officers should carefully consider the risks.

**D. *Commander notice required.*** Although the officer in command of an incident has the authority to authorize the use of chemical weapons, explosives or distraction devices without prior approval, every effort shall be made to consult with Command personnel and to notify the Division Director prior to the use of these devices when practical. Where such prior notice and consultation was impractical, notice shall be provided to the Division Director as soon as possible after the use of these devices.

**E. *Deployment of chemical weapons.***

1. Where available, and when practical, appropriate medical personnel and fire-fighting equipment shall be staged near the scene prior to use of chemical weapons.
2. A trained officer will determine the type and amount of chemical agent (CS) that can be used, and whether it will be fired, launched, or thrown.
3. Only trained officers shall fire, launch, or throw chemical weapons.
4. An officer launching or throwing chemical munitions shall keep an accurate count of the number of munitions used and shall recover these spent munitions after the incident.
5. All officers involved shall wear appropriate protective gear.
6. Outdoor use of CS or HC (smoke) agents in either non-burning or pyrotechnic grenades or projectiles is approved. Circumstances may dictate the use of these pyrotechnic devices in an indoor environment as well. This will only be done in consultation with trained personnel and appropriate command staff.
7. When used outdoors for crowd control, chemical weapons are not to be launched or thrown directly at persons but are to be deployed upwind on the ground or away from persons.
8. Following exposure to chemical agents, persons is to be aided with decontamination and provided emergency medical treatment as needed.
9. After the incident is over the officer in charge shall direct a trained officer to initiate decontamination of the scene as appropriate.

**F. *Use of distraction devices (Flash/Bangs).***

1. Only devices initiated with a mechanical fuse shall be used.
2. All officers using distraction devices or positioned within proximity of their discharge shall use eye and ear protection.
3. No device exceeding 5 PSI per manufacturer's specifications shall be used in a confined area.

**232.490 LESS-LETHAL IMPACT SYSTEMS AND MUNITIONS**

**A. *Devices covered by this section.*** Less-lethal impact munitions are flexible or non-flexible projectiles, fired from a 12-gauge shotgun, 37 MM & 40 MM weapons, intended to incapacitate a suspect with minimal potential for causing death or serious physical injury. Less-Lethal munitions are intended to assist in the reduction of injuries to officers and suspects during violent confrontations as well as to assist in the resolution of situations where in other methods of response might place members of the public or responding officers at unreasonable risk.

**B. *Training and authorization required before use.*** Only those officers authorized and trained in the use of Less-Lethal impact systems and munitions will be allowed to carry, deploy, or use those munitions against persons. Training courses must be approved by the department, certified through the Alaska Police Standards Council, and properly documented in compliance with applicable OPM chapters.

**C. *Qualification required.*** It is recognized that munitions launched from delivery systems such as 12-gauge shotgun, 37 MM or 40MM weapons can cause death or serious physical injury when directed at certain areas of the body, therefore all officers must remain proficient and qualify with each launching system they are authorized to carry during a supervised qualification, as specified in the [Firearms Procedure Manual](#). Policies governing supervised qualification standards will be followed as listed in section 232.300 (C-H)

**D. *Pre-Deployment of Less-Lethal munitions.***

1. Officers may employ Less-Lethal munitions based upon their own knowledge and observations in accordance with department policy and State law. Under these circumstances, the officer assumes responsibility for their decision to employ the munitions.
2. Officers may employ Less-Lethal munitions on orders from an on-scene supervisor even when the officer employing the munitions lacks independent knowledge that such force is justified. Under these circumstances, the responsibility for the decision to employ the munitions is borne by the on-scene supervisor who ordered the use of the munitions.
3. Prior to the use of Less-Lethal impact systems, the weapon (12-gauge shotgun, 37 MM, & 40MM) utilized to launch the munitions will be completely unloaded of all standard ammunition. A second officer will verify the empty status of the weapon prior to the loading of the selected Less-Lethal munitions into the weapon. There shall be no exceptions to this procedure of the weapon is capable of firing lethal ammunition such as a 12-gauge patrol shotgun.
4. If the Less-Lethal impact munition contains a chemical such as OC or CS, appropriate protective gear should be worn by officers intending to effect an arrest of the suspect following its use.
5. The tactical deployment of officers intending to use Less-Lethal munitions shall be in a two-officer team, with one officer armed with a conventional firearm to act as cover officer.
6. It is recognized Less-Lethal munitions can cause death or serious physical injury when directed at certain areas of the body. Therefore, Less-Lethal munitions will generally not be directed at the head, neck, groin, knees, chest, spine, lower back, or elbows of suspects. Dependent upon the circumstances present, an officer may use Less-Lethal munitions as direct fire to any area of a suspect's body when the officer has determined that the threat level has risen to the point where deadly force is justified.

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## CHAPTER 232 WEAPONS STANDARDS & TYPES

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7. Dependent upon circumstances present, an officer may use Less-Lethal munitions as direct fire at any area of a suspect's body when the officer has determined that the threat level has risen to the point where deadly force is justified.
8. After the use of Less-Lethal munitions against a person, that person shall be medically cleared as soon as practical.

### 232.500 OTHER WEAPONS

#### A. *OC Spray.*

1. The use of OC spray is authorized for those who have successfully completed department approved training in its use.
2. When in uniform officers shall carry the OC spray canister in the issue basket weave carrier matching the uniform belt.
3. Officers receiving unused full size OC spray canisters shall remove the transport safety seal and fire a single short burst to assure proper function before placing the canister into service.
4. Officers carrying OC spray are responsible for performing monthly maintenance on the canister. Monthly maintenance consists of shaking the canister vigorously and examining the canister for damage or evidence of leakage.
5. Whenever reasonable after OC spray has been used to gain control over a person, the officer shall allow the person to flush their eyes with fresh water and to wash the affected skin with soap and water. If symptoms persist for more than 45 minutes after application of OC spray medical attention must be sought for the person.

#### B. *Batons.*

1. Prior to carrying any baton, officers must successfully complete department approved training specific to the type of baton.
2. Officers are authorized to carry an approved collapsible straight baton at any time. When in uniform officers will carry the baton in a department issued carrier.
3. Officers shall not carry or handle any batons in a provocative manner or unnecessarily draw attention to their presence.
4. Intentional full power strikes (such as swinging, round house blows, or overhead chopping blows) to the head always constitute the use of deadly force. Other intentional blows to the head may constitute deadly force depending on the circumstances.

C. *Flashlights.* Flashlights may not be carried as weapons and are not to be used to strike any person except as a last resort in self-defense of the officer or another.

**D. *Electronic control weapons (ECW).***

1. Officers who have successfully completed department approved training may be issued and use an authorized electronic control weapon.
2. Only department issued electronic control weapons may be carried or used by Officers.
3. Barring extreme circumstances, individuals will not be shot with an authorized electronic control weapon if they might fall from a high place, fall into hazardous substances or water, or be otherwise endangered during their brief period of incapacity.
4. Authorized electronic control weapons will not be aimed at a subject's face.

**E. *Air powered OC projectile delivery systems.***

1. Officers who have successfully completed department approved training may be issued and use an air powered OC projectile delivery system.
2. Only department issued OC projectile delivery systems may be carried or used by Officers.
3. Projectiles from air powered OC projectile delivery systems will not be targeted at a subject's throat, head, face or eyes.
4. Unless there are no other target areas presented, projectiles will not be targeted at the base of the neck or spine.
5. Following use of an air powered OC projectile delivery system against a person, the person should be handled as required in 232.500 A 5.

**F. *Miscellaneous weapons.*** Officers are prohibited from carrying or using any weapons not specifically authorized by the OPM, including:

1. saps, billy clubs, kubotai, nunchuks, and weighted gloves known as "sap gloves"; and
2. electronic weapons other than those specifically authorized by the department (see OPM 107.900).

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**232.500 NON-ARMED COMBAT TECHNIQUES**

**A. *Training Required.*** Each officer shall complete department approved instruction in physical methods of arrest during regularly scheduled in-service training.

**B. *Exemptions Authorized.*** The Division Director may exempt individual officers not in direct enforcement positions from this requirement.



**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 24-08**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING AN EXPENDITURE OF \$750,000 UTILIZING LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUNDS TO REPLACE THE SELAWIK SCHOOL FIRE PROTECTION SYSTEM, AND FOR RELATED PURPOSES.**

**WHEREAS:** the Selawik School’s fire protection system is currently non-functional; and

**WHEREAS:**the Borough recognizes the eminent risk that a non-functional fire protection system poses; and

**WHEREAS:** recognizing the severity and immediate need to ensure the protection and safety for the Selawik School children and staff, the Borough wishes to utilize available funds from the Local Assistance and Tribal Consistency Fund (LATCF); and

**WHEREAS:** the Assembly wishes to authorize expenditure of up to \$750,000 in LATCF funds in coordination with the School District to complete necessary fire protection system repairs for the Selawik School.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly approves expenditure of LATCF funds in an amount up to \$750,000 in coordination with the School District for necessary repairs to the Selawik School fire protection system, and for related purposes.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

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**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

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**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**

**NORTHWEST ARCTIC BOROUGH ASSEMBLY  
RESOLUTION 24-09**

**A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY APPROVING AMENDMENT OF A PROFESSIONAL SERVICES AGREEMENT WITH DEERSTONE CONSULTING LLC TO PROVIDE ADMINISTRATION AND TECHNICAL SERVICES FOR THE BOROUGH ENERGY DEPARTMENT, AND FOR RELATED PURPOSES.**

**WHEREAS:** the Northwest Arctic Borough Energy Department has been leading an effort to lower the cost of energy within the Borough through grant-funded projects and coordination with local and regional partners; and

**WHEREAS:** the Borough has contracted with Deerstone Consulting for a variety of administrative, technical, and engineering support services under Professional Services Agreement FY24-09; and

**WHEREAS:** in order for Deerstone to continue providing necessary support services, the Borough wishes to amend the total not-to-exceed amount from \$75,000 to \$150,000; and

**WHEREAS:** the Assembly desires to authorize execution of an amendment to Professional Services Agreement FY24-09 with Deerstone Consulting LLC for a total not-to-exceed amount of \$150,000 in substantially the same form as accompanies this Resolution.

**NOW THEREFORE BE IT RESOLVED:** the Northwest Arctic Borough Assembly hereby authorizes Mayor Dickie Moto, Sr., to execute an amendment to Professional Services Agreement FY24-09 with Deerstone Consulting LLC in a total amount not to exceed \$150,000 to provide technical and administrative support services for Borough energy projects.

**PASSED AND ADOPTED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

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**Nathan Hadley, Jr., Assembly President**

**PASSED AND APPROVED THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Dickie Moto, Sr., Mayor**

**SIGNED AND ATTESTED TO THIS 26<sup>th</sup> DAY OF MARCH 2024.**

\_\_\_\_\_  
**Stella Atoruk, Borough Clerk**

**ATTEST:**

**PROFESSIONAL SERVICES AGREEMENT**  
**Between Contractor and the NORTHWEST ARCTIC BOROUGH**

**Contract No.:** FY24-09                      **Effective Date:** July 21, 2023  
**NAME OF CONTRACTOR:** Deerstone Consulting, LLC  
**EIN#** 47-4201084                      **BUSINESS LICENSE #:** 1021997

THIS AGREEMENT is effective on the above-written date between the NORTHWEST ARCTIC BOROUGH, (“NAB”), an Alaska Municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, and Deerstone Consulting, LLC (the “Contractor”), an Alaska limited liability company, whose address is 3200 Brookside Drive, Anchorage, AK, 99517.

**1. CONTRACTOR'S SERVICES**

1.1 Scope and Schedule of Services. Contractor agrees to provide the scope of professional services (the “Project”) more particularly described in **Exhibit A**, incorporated herein by reference, in accordance with the schedule in **Exhibit A**. This Agreement may not extend beyond the NAB fiscal year in which the contract becomes effective except by ordinance adopted by the NAB Assembly. Services provided by Contractor shall comply with all applicable laws, professional or industry standards, and grant requirements.

1.2 Additional Services. NAB may request or authorize additional services from Contractor, in addition to those described in **Exhibit A**, through an authorized Change Order signed by the Contracting Officer. All Change Orders shall be on a form prescribed by NAB, and shall describe the additional services to be performed, the effective date, the schedule for completion, and compensation for the Contractor. Except as otherwise expressly stated in the change order, any additional services shall comply with the terms and provisions of this Agreement, including any limitations on reimbursable costs provided in **Exhibit B**. In the absence of a fully executed change order signed by the Contracting Officer, Contractor is not authorized to perform additional services or to receive compensation for such services.

1.3 Contract Changes. NAB may order a reduction or change in the Project by Change Order signed by the Contracting Officer. The parties shall negotiate the appropriate credit or reduction in fixed compensation or not to exceed cap, as applicable, resulting from the change. If the parties are unable to reach Agreement after good faith negotiations, the Contracting Officer shall determine the appropriate credit or reduction by written decision.

1.4 Authorization. Contractor acknowledges that all changes in the scope of the project, services, and compensation must be formally authorized and approved, in writing, in accordance with NAB contract requirements, procurement procedures, budgeting and funding obligations, in order to be valid and legally enforceable. No person, officer, agent or employee of NAB may bind NAB to pay for additional work in the absence of a written contract addendum, modification, change order, or additional services Agreement, duly executed and signed by the Contracting Officer. Contractor agrees to comply with contracting formalities and acknowledges that any actions or services provided prior to or without such formalities are provided without compensation and exclusively at Contractor's own risk.

1.5 Conflict of Interest, Business Ethics. Contractor represents that the Project will be performed in an ethical and professional manner free from any influence or interest that conflicts with NAB's interests or full performance of this Agreement. Contractor warrants that (a) no kickback, payment, gratuity, gift, contingent fee or other financial benefit has been paid or received by Contractor and (b) Contractor has not been engaged in any collusive or anti-competitive activity or practice, in connection with the procurement or execution of this Agreement. Contractor agrees to comply with all conflict of interest and ethical requirements imposed by NAB upon its contractors.

## 2. COMPENSATION

NAB shall compensate the Contractor for the services performed in accordance with this Agreement, in the amounts and in the manner set forth in **Exhibit B**.

## 3. RESOURCES AND RECORD KEEPING

Contractor shall, at Contractor's own expense, maintain and provide business records, progress information, receipts, and cost support evidence in connection with performance of this Agreement. Contractor shall maintain such records for a period not less than three (3) years following the expiration or termination of this Agreement. Access to such records shall be provided to NAB, at Contractor's cost, upon request of NAB during the performance of this Agreement, and for a period of not less than three (3) years thereafter, and for such longer period as Contractor may maintain such records. NAB may request that such records be preserved for additional periods, up to a total of six (6) years at Contractor's expense, in the event of a related controversy or dispute. If NAB requests preservation for a longer period, Contractor shall turn the records over to NAB or arrange for storage at NAB's expense. NAB shall provide Contractor reasonable access to the records, personnel, and other resources necessary for Contractor to perform the Project described in **Exhibit A**.

#### **4. INDEPENDENT CONTRACTOR**

The relationship of Contractor to NAB is that of an independent contractor. Contractor is not an employee, partner, agent, or joint venturer of NAB. Nothing contained herein or otherwise shall be construed in such manner as to create the relationship of employer/employee between Contractor and NAB, or between Contractor's associates, agents, or employees and NAB. Contractor has directed NAB not to withhold any federal, state, or local income, social security, unemployment or other taxes or similar payments from the compensation due under this Agreement. Contractor shall furnish a copy of its current Alaska Business License and any locally required licenses or permits, within five (5) days of executing this Agreement, and shall update such information at such other times as NAB may request.

#### **5. ASSIGNMENT**

NAB has selected Contractor to perform the Project based on Contractor's personal experience, qualifications, and skills. Contractor may not assign this Agreement or any obligations or rights hereunder, nor delegate any of its duties and responsibilities, without first obtaining the written consent of NAB. Contractor shall not retain sub-contractors in conjunction with the Project without the prior written approval of NAB.

#### **6. INSURANCE**

Contractor shall procure and maintain insurance coverage in such amounts, with such deductibles and for such period of time as set forth in **Exhibit B**. Prior to commencing the Project, the Contractor shall provide NAB certificates proving that the required coverages and endorsements are currently in effect. The insurance must be in place and effective as of the Effective Date of this Agreement, and remain in effect through completion of all services.

#### **7. INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless NAB and its employees, officers, assembly members, administrators, agents, and attorneys from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Project; provided that, any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and, (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be

construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described herein. In any and all claims against NAB or its employees, officers, assembly members, administrators, agents, and attorneys by any employee of the Contractor, any subcontractor to Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts

## 8. CONDITIONS PRECEDENT TO AGREEMENT

This Agreement shall not be binding upon NAB or the Contractor until one of the following occurs:

*Contracts over \$75,000 or beyond the current fiscal year:* the NAB Assembly adopts a resolution or ordinance approving this Agreement, and the Mayor executes the Agreement, or,

*Contracts \$75,000 or less and within the current fiscal year* the Mayor executes this Agreement on behalf of the NAB.

In the event this Agreement is not approved and executed by the proper authority, any costs, preparation, purchases, investment, or services incurred or performed by Contractor shall be solely at Contractor's own risk and without payment therefor by NAB.

## 9. OWNERSHIP OF DOCUMENTS

All work products prepared by the Contractor in fulfilling its duties under this Agreement shall be and remain the property of NAB, and NAB shall have the right to use such products for any purpose without any further claim on the part of the Contractor for additional compensation. In the event that NAB uses the Contractor's work products for other than this project, NAB hereby agrees to hold the Contractor harmless from any claims arising therefrom. The Contractor may retain a copy of any work product prepared by the Contractor in fulfilling its duties under this Agreement for the Contractor's records; provided that, NAB shall hold the copyright to any such work.

## 10. TERMINATION

10.1 Grounds. This Agreement may be terminated by NAB for convenience by providing not less than fourteen (14) days written notice of termination. Unless otherwise specified, Contractor may terminate for convenience by providing the advance, written



notice as specified in **Exhibit A**. Either party may terminate for breach of this Agreement, or for good cause, by written notice.

10.2 Notice. Notice of termination shall state the default or grounds, if applicable, a time provided for curing the default if the default is curable, and the effective date of termination. If the termination is partial, the notice shall specify the performance or services that will not be affected by the notice.

10.3 Payment. In the event NAB terminates the Agreement other than for cause, Contractor shall be paid for approved reimbursable expenses incurred prior to termination and compensation earned as provided in **Exhibit B**.

10.4 Work Product. Following termination either for convenience or for cause, by Contractor or NAB, Contractor shall promptly deliver to NAB all work produced, materials, tools, equipment, correspondence, work product and other data completed or in process by the date specified by NAB, and if no date is specified, no later than the effective date of termination.

## **11. SUSPENSION OF WORK**

NAB may suspend work on the Project in whole or in part, at any time, with or without cause and with or without prior notice. Notice of suspension shall be in writing and shall be effective immediately unless otherwise specified in the notice. A suspension will be deemed to occur when NAB orders Contractor to cease all services specified in the notice referred to in this paragraph. In the event of suspension, the Contractor shall submit its invoice and be paid in the manner specified in **Exhibit B**.

## **12. TAXES**

Contractor shall be solely responsible for paying all local, state, and federal taxes, license fees and any other similar assessments that may arise under this Agreement. Contractor shall secure, upon request by NAB, written verification from any subcontractor to Contractor that such subcontractor has obtained all required insurance, permits, and paid all required taxes.

## **13. ADDITIONAL PROVISIONS**

13.1 Notices. Unless otherwise provided herein, any notices or other communications required or permitted by this Agreement to be delivered to NAB or Contractor shall be in writing and shall be considered delivered when personally delivered to the party to whom it is addressed, or in lieu of such personal delivery, when

deposited in the United States mail, certified mail, postage prepaid, addressed to NAB or Contractor at the address set forth elsewhere in this Agreement.

13.2 Entire Agreement. This Agreement constitutes the entire Agreement between NAB and the Contractor. It supersedes all prior oral and written understandings and Agreements. It may be amended, supplemented, or modified only by a written instrument duly executed by the Contractor and NAB. It shall bind NAB and the Contractor, and their successors, executors, administrators, assigns and legal representatives.

13.3 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to give any rights or benefits hereunder to anyone other than to NAB and the Contractor.

13.4 Nonexclusivity. This contract is non-exclusive and NAB reserves the right to enter into separate Agreements directly with any contractor or supplier for any purpose.

13.5 Language. Whenever reference is made in this Agreement to “NAB,” it includes NAB or the Contracting Officer for this contract. The singular includes the plural and the masculine, feminine or neuter genders include each other.

13.6 Disbursement of Moneys. All disbursement of moneys by NAB hereunder shall be subject to appropriations.

13.7 Special Provisions. Any special provisions applicable to this Agreement are set forth in **Exhibit C**.

13.8 Law and Venue. This Agreement shall be governed by the laws of the State of Alaska. Venue and jurisdiction for any legal proceeding relating to this Agreement shall be the Alaska State Court in Kotzebue, Alaska.


13.9 Dispute Resolution. Disputes shall be resolved using the administrative review procedures provided by NAB ordinances or code. If such review procedures are not available, the parties shall resolve any disputes as follows:

13.9.1 Disputes and claims shall be presented first to the Contracting Officer for written decision. If the Contractor disputes a decision of the Contracting Officer, the Contractor shall request reconsideration, citing this paragraph explicitly, no later than the 15th day after receiving the Contracting Officer’s decision, whether the decision is communicated informally or in writing. The Contracting Officer shall issue his decision, or reconsideration decision, within thirty (30) days of receiving the written request for review.


13.9.2 Unless the Mayor is the Contracting Officer, any request for review of the Contracting Officer's decision shall be submitted to the Mayor, not later than the 30th day after receipt of the Contracting Officer's decision. The Mayor may refer the matter to the Assembly or decide the matter without such referral. The Mayor's decision shall be issued within thirty (30) days of receiving the request for review, unless good cause is shown for extension, not to exceed an additional thirty (30) days. In any event, the Mayor's decision shall be final, unless the Mayor has referred the matter to the Assembly, in which case the Assembly's decision shall be final.

13.10 Counterparts. This Agreement may be executed in one or more counterparts, and delivered by facsimile or other electronic transmission, each of which, when executed, will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

NORTHWEST ARCTIC BOROUGH

By:   
Dickie Moto, Sr., Mayor  
Date: 7-21-23

CONTRACTOR  
Deerstone Consulting, LLC

By:   
Brian Hirsch, Partner and CEO  
Its: \_\_\_\_\_  
Date: July 19, 2023

CONTRACTING OFFICER:  
Position/Title: Energy Coordinator  
Full Name: Ingemar Mathiasson

## EXHIBIT A

### SCOPE OF SERVICES AND SCHEDULE

(1) **Scope of Work & Deliverables**

- (a) Contractor will provide as-needed professional and technical services on a Task Order (TO) basis as agreed upon by the Borough Contracting Officer and the Contractor. Individual scopes of work for each TO shall be provided in writing by the Contracting Officer.
  
- (b) Contractor's services may include as-needed assistance in the following (but not limited to) areas:
  - i. Administration;
  - ii. Planning;
  - iii. Design;
  - iv. Permitting;
  - v. Project development;
  - vi. Grant writing, management, and compliance;
  - vii. Energy project feasibility studies, including for energy modeling, system troubleshooting, grid integration and controls recommendations;
  - viii. Technical analysis;
  - ix. Construction project management assistance; and
  - x. Any other services deemed necessary to support Community and Economic Development energy Projects within the Northwest Arctic Region.
  
- (c) Subcontracting shall be allowed with the written approval of the Borough Contracting Officer. Additionally, the Contractor shall have only one layer of sub-consultants (sub-consultants to the sub-consultants are not allowed). All subcontracts and tasks to be performed by sub-consultants must be approved in advance with written approval from the Borough Contracting Officer.

(2) SCHEDULE. The work to be performed under this Agreement shall be commenced on July 21, 2023 and shall be completed no later than June 30, 2024.

Time extensions or variations from this schedule must be requested from the Contracting Officer designated in this Agreement. No extension or material variance from the schedule shall be authorized unless it is documented in writing, and signed by the Borough Contracting Officer.

(3) CONTRACTOR'S NOTICE OF CONVENIENCE TERMINATION.

SELECT ONE:

Contractor is not authorized to terminate for convenience.

Contractor may terminate this Agreement on \_\_\_\_\_ (*seven [7] unless otherwise indicated*) days written notice of convenience.

**<<<< END OF EXHIBIT A – GO TO EXHIBIT B >>>>**



Engineer III	\$170	(project budget)
Engineer II	\$160	(project budget)
Engineer I	\$150	(project budget)
Senior Grant & Technical Writer	\$175	(project budget)
Grant Writer III	\$160	(project budget)
Grant Writer II	\$140	(project budget)
Grant Writer I	\$130	(project budget)
Administrative/Accounting	\$95	(project budget)
Project Coordinator III	\$130	(project budget)
Project Coordinator II	\$120	(project budget)
Project Coordinator I	\$110	(project budget)

**NOT TO EXCEED AMOUNT FOR SERVICES:\$ 65,000.00**

**B.1** All chargeable hours must be reasonable in light of the Contractor's qualifications and experience, the nature and character of the work provided, applicable professional standards of performance, and any licensing, professional, or ethical requirements. Services must actually be rendered to be compensable, and partial hours of service shall be billed in increments no greater than ¼ hour.

**B.2** Estimated hours are provided for general planning and for developing the not-to-exceed figure. These estimates are not intended to authorize Contractor to incur unreasonable hours or to perform work not requested or authorized by the Contracting Officer.

**B.3** The hourly rate includes overhead and profit of Contractor. Additional Services are charged at the same hourly rates. Authority to provide additional services shall not change the not to exceed figure unless specifically authorized by the change order.

**C. MONTHLY FEE**

Monthly Rate \_\_\_\_\_ # of periods to which rate applies

\$ \_\_\_\_\_

\_\_\_\_\_ Est. Contract Amount: \$ \_\_\_\_\_

\_\_\_\_\_ NOT TO EXCEED AMOUNT FOR SERVICES:\$ \_\_\_\_\_



~~C.1 The estimated number of periods is provided for general planning and for developing the not to exceed figure. These estimates are not intended to authorize Contractor to extend the work periods beyond what is necessary, or to perform work not requested or authorized by the Contracting Officer.~~

~~C.2 The monthly rate includes all overhead and profit of Contractor.~~

**2. REIMBURSABLE COSTS Check if NOT Applicable:**

The fees provided for in Section 1 are inclusive of all overhead and profit. Contractor shall be reimbursed for eligible expenses, actually and reasonably incurred as part of Contractor's services performed hereunder, if this Section 2 is designated as applicable, as follows:

Only the categories of expenses that are specifically authorized below, shall be eligible for reimbursement.

**All reimbursements must be pre-approved in each Task Order and invoicing must be itemized and supported by receipts and proper proof to be payable.**

**2.1 Category: Travel**

<input checked="" type="checkbox"/> If Authorized	TYPE OF COST	RESTRICTIONS
<input checked="" type="checkbox"/>	Commercial airfare	Regular/coach class only
<input checked="" type="checkbox"/>	Per-Diem	
<input checked="" type="checkbox"/>	Local Village travel	Regular/coach class only
<input checked="" type="checkbox"/>	Lodging	Coordinate with NAB in advance to confirm if alternate housing can be provided
	No vehicles or ATVs permitted	No vehicles or ATVs permitted

**2.2 Category: Miscellaneous support and supplies**

<input checked="" type="checkbox"/> If Authorized	TYPE OF COST	RESTRICTIONS
NONE	NONE	N/A

**NOT TO EXCEED AMOUNT FOR REIMBURSABLES:\$ 10,000.00**

**3. ADDITIONAL SERVICES.** Any additional services authorized under this Agreement shall be payable, unless otherwise agreed, at the following hourly rates:

<u>Hourly Rate</u>	<u>Position</u>	<u>Individual</u>
Not Applicable	Not Applicable	Not Applicable



4. **NOT TO EXCEED AMOUNT.** Unless and until Change Order is signed by Contractor and the Contracting Officer, in compliance with all applicable codes and procedures, payments for services rendered in accordance with the terms of this Agreement and reimbursable expenses shall not, in total, exceed: **\$ 75,000.00**

5. **MANNER OF PAYMENT.** NAB shall make payments of Contractor's compensation as follows:

5.1. **Invoice.** Contractor shall submit monthly invoices for services rendered and for any eligible reimbursable costs incurred, within thirty days of performing the service or incurring the expense. The invoice shall legibly itemize the tasks or deliverables addressed or completed, and accurately state the percentage of total services completed at the time of the invoice. If Compensation is provided under an Additional Services order, Compensation Method B (Hourly Rates) or C (Monthly), the invoice shall also identify the number of hours worked, name of the person providing the service, hourly rate, and the nature of the task addressed by each person. Any invoice containing charges for reimbursable costs shall be supported by true, accurate, and legible copies of Contractor's invoice, receipt, or similar proof of payment. For payments made under Compensation Method A (fixed fee per task), invoices shall be accurately based on the percentage of the task, phase or deliverable completed and delivered (or made available to) NAB, as of the invoice date.

5.2 **Payment due date.** NAB agrees to pay valid invoices from Contractor within *thirty (30) days* after Contractor's invoice is received by the Contracting Officer or designee, provided such invoice fully complies with all requirements of this Agreement.

5.3 **Contractor's delay.** Any claim for payment for services or expenses submitted more than forty-five (45) days after such cost has been incurred or service has been provided may be rejected by NAB, without payment. NAB may accept late invoices or submissions provided Contractor shows, to NAB's satisfaction, valid cause for the delay.

5.4 **Disputed invoices.** If NAB disputes any portion of the invoice or requires additional submissions from Contractor, NAB agrees to timely pay the undisputed portion of the invoice in accordance with this paragraph.

5.5 **Retainage.** In the event of performance issues NAB may, at its option, implement a retainage requirement as a condition of progress payments on the Project. In determining whether retainage shall be initiated, retained, or reinstated, the Contracting Officer shall consider the overall quality of Contractor's performance, and Contractor's timeliness, along with any material issues or problems arising out of Contractor's work. Retainage shall not exceed ten (10) percent of the amount of progress payments

otherwise due and payable under this Agreement. Retainage shall be permitted until completion and acceptance of all work under the Agreement, except that if upon completion of fifty (50) percent of the work, the Contracting Officer determines that the Contractor's performance and progress are satisfactory, NAB may make remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, NAB may reinstate the retainage, up to ten (10) percent, until completion.

**5.6 Final Invoice.** Contractor shall designate its final invoice as "*Final*," and supply such signed certificates of completion that NAB may require. In the event of termination for cause or convenience by either party, Contractor shall issue a Final invoice stating all amounts Contractor believes are owed, if any, by NAB, no later than the 30th day following the effective date of termination. NAB shall respond by payment or written objection within thirty (30) days, absent due cause for delay or dispute.

**6. INSURANCE.** The Contractor shall procure and maintain the following insurance in accordance with the Agreement (Section 6):

	<b>Insurance</b>	<b>Limit</b>	<b>Deductible Limit</b>
6.1	Professional Liability	N/A	\$
6.2	Comprehensive General Liability (Bodily Injury and Property Damage)	\$500,000	\$1,000
6.3	Statutory Workers' Compensation Protection	As required by law	N/A
6.4	Auto Liability	N/A	N/A

**7. TERMINATION AND SUSPENSION PAYMENTS**

**7.1 Suspension or Termination for Convenience.** In the event of suspension or NAB termination for convenience, NAB shall be obligated to pay Contractor for all services performed and eligible expenses incurred by the Contractor under this Agreement as of the effective date of suspension or termination. NAB shall have no further obligation to Contractor. For suspensions that exceed 10 days, Contractor shall promptly issue a current invoice documenting the amounts due and owing as of the effective date of the suspension.

**<<<< END OF EXHIBIT B – GO TO EXHIBIT C >>>>**

## **EXHIBIT C**

### **SPECIAL CONDITIONS**

This Agreement is subject to the following special provisions:

1. The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy, or parenthood. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, a notice setting out the provisions of this paragraph.

2. While working at any NAB worksite, Contractor agrees to comply with NAB policies, including the obligation not to discriminate against, harass, or abuse any NAB employee or any NAB client, and observance of all drug-free, alcohol-free workplace requirements. NAB worksites are non-smoking facilities.

**PROFESSIONAL SERVICE AGREEMENT FY24-09 AMENDMENT ONE**  
**NAB-DEERSTONE CONSULTING, LLC**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FY24-09 (“Amendment”) is effective as of March 26, 2024 (“Amendment Date”), between the NORTHWEST ARCTIC BOROUGH (“NAB”), an Alaska municipal corporation, whose address is P.O. Box 1110, Kotzebue, Alaska 99752, and Deerstone Consulting, LLC (the “Contractor”), an Alaska limited liability company, whose address is 3200 Brookside Drive, Anchorage, AK, 99517.

1. Except as otherwise explicitly agreed to in this Amendment, all terms and conditions as set forth in the parties Professional Services Agreement FY24-09 (the “Agreement”) shall remain the same.

2. Exhibit B, Section 1(B), Not to exceed amount for services, is amended to set the total not to exceed amount at \$140,000.

3. Exhibit B, Section 4, Not to Exceed Amount, is amended to set the total not to exceed amount at: \$150,000.

Made effective as of the Amendment Date.

NORTHWEST ARCTIC BOROUGH:

CONTRACTOR:

Deerstone Consulting, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

701 West 8th Avenue, Suite 1100, Anchorage, Alaska 99501  
(907) 276-5152 Facsimile: (907) 276-8433

EIN: 93-0659437

Northwest Arctic Borough  
Attn: The Controller  
P.O. Box 1110  
Kotzebue, AK 99752

March 11, 2024  
**Invoice No. 326408**

For Legal Services Rendered through February 29, 2024

CLIENT: 01040 - Northwest Arctic Borough

<b>Matter</b>	<b>Fees</b>	<b>Expenses</b>	<b>Total</b>
001 - General	12,097.00	475.74	12,572.74
126 - Planning & Zoning 2004 -	816.00	0.00	816.00
310 - VIF/VIC	2,520.00	0.00	2,520.00
	<b>Current Billing</b>		<b><u>\$15,908.74</u></b>

Client Ref: 01040 - Northwest Arctic Borough  
**Invoice No. 326408**

March 11, 2024

Re: 001 General

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
02/01/24	MJM	Attend Budget Retreat; meet with staff and Administration on related issues	7.10	1,704.00
02/02/24	JMC	Confer with M. Mead regarding personnel issue	0.30	69.00
02/02/24	MJM	Attend Budge Retreat; meet with Administration to address contract and personnel matters; conference with J. Coughlin to address personnel matters emails to staff and Administration for same	4.60	1,104.00
02/05/24	MJM	Phone calls with Mayor Moto regarding project, contract, and personnel matters; participate telephonically in AHFC meeting with City of Kotzebue and follow-up teleconference with NAB team; email to AHFC for same; participate in Cape Blossom meeting; review related materials in preparation for meeting; emails to NANA and Northern Contractors regarding regional boiler repair contract; prepare Kuna contract; email to I. Mathiasson for same	4.90	1,176.00
02/06/24	MJM	Phone call and email to Administration regarding Selawik disaster assistance and related issues; review related documents; email to AHFC regarding professional housing eligibility	0.50	120.00
02/07/24	MJM	Phone calls with Administration regarding project, facility, and personnel matters	1.10	264.00
02/08/24	MJM	Participate in Teams meeting with NAB Housing Team to review AHFC proposal; prepare related response; follow-up emails to NAB team	1.60	384.00
02/08/24	JNM	Call with M. Mead regarding disaster declaration and potential follow-up needed; review letter from City of Kotzebue and draft of Disaster Declaration resolution	0.40	76.00

Client Ref: 01040 - Northwest Arctic Borough  
**Invoice No. 326408**

March 11, 2024

**Professional Fees**

<b>Date</b>		<b>Description</b>	<b>Hours</b>	<b>Amount</b>
02/08/24	MJM	Prepare disaster declaration for Kivalina water/sewer freeze-up; review related emails from City; phone call and emails to Administration for same	0.60	144.00
02/09/24	MJM	Phone calls and emails to Administration regarding project and personnel matters; prepare related material	1.70	408.00
02/12/24	MJM	Prepare Halcyon contract; emails to Administration; review APOC filing requirements and related regulations; prepare amendment for Renewable Energy Systems; email to I. Mathiasson for same; phone call with Mayor Moto	1.70	408.00
02/13/24	MJM	Phone calls and emails to Administration regarding pending contract and personnel matters	0.20	48.00
02/16/24	MJM	Prepare resolutions for Assembly meeting; emails to staff and Administration for same	1.70	408.00
02/16/24	MJM	Phone calls and emails to staff and Administration regarding contracts, Kotzebue emergency declaration and response, and regional boiler project	0.60	144.00
02/22/24	MJM	Phone call with Administration regarding Kotzebue emergency response	0.20	48.00
02/23/24	MJM	Phone calls and emails to Administration regarding personnel, emergency response, contract, and project matters; participate in State Emergency Management call regarding Kotzebue disaster response	3.20	768.00
02/26/24	MJM	Participate in BAF Committee/Assembly Work Session; prepare related materials; phone calls and emails to Administration for same	7.60	1,824.00

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 326408

March 11, 2024

**Professional Fees**

Date	Description	Hours	Amount
02/27/24 MJM	Participate in Assembly meeting; prepare updated resolution and MOU for City of Kotzebue for meeting; meet with staff and Administration to address contract, personnel, project, and budget issues	8.80	2,112.00
02/28/24 MJM	Phone calls and emails to Administration regarding City of Kotzebue emergency response, OCED grant, projects, personnel matters, and budget matters; emails to City of Kotzebue for same	1.80	432.00
02/29/24 MJM	Phone calls and emails with Administration regarding project, grant, personnel, and contract matters	1.90	456.00

**Matter Rate Summary**

		Rate	Hours	Amount
JMC	Jennifer M. Coughlin	230.00	0.30	69.00
MJM	Matthew J. Mead	240.00	49.80	11,952.00
JNM	Jackson N. Morawski	190.00	0.40	76.00
<b>Total for Services</b>			<b>50.50</b>	<b>\$12,097.00</b>

**Disbursements and Expenses**

Date	Expenses	Amount
02/06/24	Travel Expense M. Mead flight from ANC to OTZ and back 02/26-02/27 conf #DADDPC - Alaska Airlines Inc.	374.20
03/01/24	Parking 02/26 - MJM NAB 02/26-02/27	32.00
03/01/24	Meals Expense 02/26 - MJM NAB 02/26-02/27	69.54
<b>Total Expenses</b>		<b>\$475.74</b>

**Total This Matter** \$12,572.74

Receipts Since Last Invoice

Prior Balance On This Matter	14,240.47
Date Description	Total Applied to this Matter
03/01/24 Applied to 326189.	<u>14,240.47</u>



LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 326408

March 11, 2024

Less Total Payments	\$14,240.47
Prior Balance Due	0.00
Current Balance Due	<u>\$12,572.74</u>

LANDYE BENNETT  
BLUMSTEIN LLP  
ATTORNEYS

Client Ref: 01040 - Northwest Arctic Borough  
Invoice No. 326408

March 11, 2024

Re: 126 Planning & Zoning 2004 -

**Professional Fees**

Date	Description	Hours	Amount
02/12/24 MJM	Review ANCSA 17(d)(1) withdrawal impact and revise draft overview; review related EIS; prepare easement resolutions for Deering and Shungnak and review related documents phone call and emails with N. Naylor for same	3.10	744.00
02/13/24 MJM	Teleconference with DOWL Engineering and N. Naylor to discuss ROW request; review related emails	0.30	72.00

**Matter Rate Summary**

Rate	Hours	Amount
MJM Matthew J. Mead 240.00	3.40	816.00
<b>Total for Services</b>	<b>3.40</b>	<b>\$816.00</b>
<b>Total This Matter</b>		<b><u>\$816.00</u></b>

Receipts Since Last Invoice

Prior Balance On This Matter	96.00
Date Description	Total Applied to this Matter
03/01/24 Applied to 326189.	96.00
Less Total Payments	<u>\$96.00</u>
Prior Balance Due	0.00
Current Balance Due	<u>\$816.00</u>

Client Ref: 01040 - Northwest Arctic Borough  
**Invoice No. 326408**

March 11, 2024

Re: 310 VIF/VIC

**Professional Fees**

<b>Date</b>	<b>Description</b>	<b>Hours</b>	<b>Amount</b>
02/12/24 MJM	Phone call with Administration regarding emergency applications for Kotzebue water/sewer freeze-up	0.20	48.00
02/13/24 MJM	Review City of Kotzebue emergency water/sewer freeze-up application and Selawik contract for water/sewer assessment; phone calls and emails with staff and Administration for same	0.80	192.00
02/14/24 MJM	Participate in VIC meeting; phone calls and emails to staff for same	1.80	432.00
02/15/24 MJM	Participate telephonically in VIC meeting; emails to staff and Administration for same; prepare VIC resolutions	7.70	1,848.00

**Matter Rate Summary**

		<b>Rate</b>	<b>Hours</b>	<b>Amount</b>
MJM	Matthew J. Mead	240.00	10.50	2,520.00
<b>Total for Services</b>			<b>10.50</b>	<b>\$2,520.00</b>
			<b>Total This Matter</b>	<b><u>\$2,520.00</u></b>

Receipts Since Last Invoice

Prior Balance On This Matter	2,232.00
Date Description	Total Applied to this Matter
03/01/24 Applied to 326189.	2,232.00
Less Total Payments	<u>\$2,232.00</u>
Prior Balance Due	0.00
Current Balance Due	<u>\$2,520.00</u>

# Please return this page with remittance

to  
Landye Bennett Blumstein LLP - ANC  
701 West 8th Avenue  
Suite 1100  
Anchorage, Alaska 99501

Invoice No. 326408  
Bill Date: March 11, 2024  
Client Code: 01040  
Client Name: Northwest Arctic Borough

Total Fees	15,433.00
Disbursements	475.74
<b>Current Billing</b>	<b><u>\$15,908.74</u></b>

Amount enclosed: \_\_\_\_\_

We accept the following forms of payment:

Checks – Payable to Landye Bennett Blumstein LLP  
ACH – First National Bank Alaska, for Routing No. and Acct No. email  
BethP@lbblawyers.com

Please send notification of payment to BethP@lbblawyers.com  
Visa, Master Card & American Express accepted, 2.5% fee – www.LBBlawyers.com