



CITY OF NORTH POLE
Regular Meeting October 2, 2017
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska

MONDAY, OCTOBER 2, 2017
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.

MAYOR

Bryce Ward – Borough Rep
888-4444

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

Kevin McCarthy- Alt Dep Mayor Pro Tem	590-0800
Avery Thompson	388-5351
David Skippis	750-5106
Santa Claus	388-3836
Thomas McGhee – Mayor Pro Tem	455-0010
Doug Isaacson - Deputy Mayor Pro Tem	322-3133

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance to the US Flag**
- 3. Invocation**
- 4. Approval of the Agenda**
- 5. Approval of the Minutes**
- 6. Communications from the Mayor**
 - Proclamation: Student of the Month, Jeremiah Scott
 - Fallen Heroes Award & Check Presentations
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**

9. Ongoing Projects Report

10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

None

12. New Business

- a. Acceptance request of 2017 SHSP Grant EMW-2017-SS-00048-S01.
- b. Acceptance request of G2 Construction's proposal for \$604,229 to design and renovate the Santa's Senior Center funded by a Community Development Block Grant.
- c. Acceptance request of Hubbard Excavation's bid for the 2017-2018 snow removal contract.
- d. Authorize the purchase of a parcel of land from the University of Alaska Fairbanks for the construction of the Peridot Pump House for the water system extension project.
- e. Extend the heating fuel contract for the period January 1 through December 31, 2018 with Alaska Fuel Services at the same terms as the 2017 Contract.
- f. Authorize the special purchase of gravel from HC Contractors needed for the water system extension project winter construction activities.
- g. Amendment to the Developer Agreement for the Ford Subdivision – Fourth Addition to accept a Promissory Note secured by a Deed of Trust in lieu of a 1-year warranty bond.
- h. Resolution 17-17, A Resolution accepting ownership and maintenance responsibility for 1st Avenue from Rossons Cross Way to Homestead Road; 2nd and 3rd Avenues from Rossons Cross Way to Therron Street and Therron Street from 1st Avenue to 4th Avenue in the Ford Subdivision, Third Addition.

13. Council Comments

14. Adjournment

The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.



**Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.**

A regular meeting of the North Pole City Council was held on Monday, September 18, 2017 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Ward called the regular City Council meeting of Monday, September 18, 2017 to order at 7:01 p.m.

There were present:

Mr. McCarthy – Alt Dep Mayor Pro Tem
Mr. Isaacson - Deputy Mayor Pro Tem
Mr. Thompson
Mr. McGhee - Mayor Pro Tem
Mr. Claus
Mr. Skipps
Mayor Ward

Absent/Excused

Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Ward

INVOCATION

Invocation was given by Mr. Isaacson

APPROVAL OF AGENDA

Mr. McGhee *moved to approve the agenda of September 18, 2017*

Seconded *by Mr. Isaacson*

DISCUSSION

None

Mr. McGhee *moved to consent the following items:*

Old Business:

- a. Ordinance 17-20A, An Ordinance of the City of North Pole, Alaska to amend Title 1, by updating general penalties and including a surcharge section and code violation schedule.

New Business:

- a. Approval request of Election Judges and Canvass Board members for the October 3, 2017 Regular Municipal Election.
- b. Escrow agreement with Wells Fargo Bank, State of Alaska, the City of North Pole, and Flint Hills Resources Alaska, LLC for the interim funding of the piped water system.
- c. Request to write off delinquent utility account.

Seconded by Mr. Isaacson

Discussion

None

On the amendment

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 - Thompson

On the Agenda as amended

Discussion

None

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 - Thompson

APPROVAL OF MINUTES

Mr. McGhee moved to approve the Minutes of September 5, 2017

Seconded by Mr. Isaacson

Discussion

Mr. McGhee requested more details in future minutes.

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 - Thompson

COMMUNICATIONS FROM THE MAYOR

- The Violations Committee will be meeting before the first meeting of every month in the Council Chambers starting at 5:30pm. The public is welcome to attend. We will be visiting each section of code to revise our Violations Schedule.
- I am currently supporting the American Cancer Society with the Real Men Wear Pink Campaign. The campaign will be wrapping up this weekend with an event at Kendall Toyota at 5pm on Friday, September 22nd and the Cancer Walk at 10:30am on the 23rd at the Morris Thompson Cultural and Visitor Center.
- September 9th was the second annual Mayors' March. We started at City Hall and were joined by about two dozen members of the public which included the North Pole JROTC. The Cadets also participated in the "one homeless night" at The Door. Thank you to Mayors Kassel and Matherly for participating in this year's event, it was a BIG success.
- This past Friday was the Mayors' Bowl and unfortunately the Patriots lost to the Malamutes which means I lost the bet with Matherly and thus must don a Lathrop jersey.
- KJNP will be hosting its 50th anniversary celebration at the Wedgewood Resort on Saturday, October 7th at 6pm. Tickets are available at KJNP and seating is limited.
- The Richardson Hwy MP 351 Interchange (aka 12 Mile) 1st Open House will be September 27th at Hotel North Pole from 5-9pm. There are several options on the table and public input is really needed.
- My wife is officially 37 weeks pregnant and is ready to have our second child. When this does occur, I will be taking about a week off to help with the transition and be with my family. The Council will be notified via email when that happens and I am trying to keep my schedule open for the next two-three weeks.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Dept., Chief Coon

- The Department has been very busy with training. We currently have 5 members taking the State of Alaska EMT 1 class and 5 members taking the State of Alaska Firefighter 1 class. We are very excited about having so many community members participating in training.
- The Department has received a quote to replace our aging and failing boiler control

system. This is an extensive project that will require running new zone valves, wires and controls. This project will cost approximately \$10,000.00.

- We have been doing some painting at the annex. We are hopeful that we don't get wintered out on the project. This is being completed by staff and volunteers at the department as other duties allow.
- Chief Coon will be attending the Alaska Fire Conference in Sitka late next week. I will be attending both state chiefs board meetings and fire training classes.
- The Department participated in a regional grant to replace air packs and recently was notified that we were awarded our grant. The Department is currently using air packs that are nearly 40 years old. The grant was put in as a regional grant with University FD, Ester FD, Chena Goldstream FD and NPFD participating. Special thanks go to Chief Doug Schrage of University Fire Department for writing the grant.
- Lastly, this year it appears that the Department has been responding to an increased number of very serious EMS calls. Our hearts go out to the community members that have been involved in these tragedies. Please keep our medics and responders in your thoughts as well. These serious calls affect our medics in ways that are difficult to talk about.
- **Mr. Isaacson** asked about a previous grant for the air packs and Chief Coon stated the previous grant was to upgrade their existing air packs while this new recent federal grant will actually replace the air packs.

Police Dept., Chief Dutra

- Grant approval for \$58,813.40: \$50,000 for radios and remaining for exercise OT for 2018 shield. A letter to accept the grant funds will come forward at the next meeting.
- Door project is almost completed. Need some small items taken care of and may ask for an extension.
- Mr. Skipps invited our officers to a NPHS football game to be honored. They attended practice but were sent on a disturbance call and were not able to make it. Thank you for your thoughts and please pass on our apology.
- ALICE project is moving forward. We have a FNSB school board presentation October 17th at 7pm. We have invited Chief Hinkle from Valdez to present. Training is set for January 22-23rd.
- Received a couple of speeding complaints from residents. We have thrown resources at it and have had some results. I have directed our Traffic Officer to hit the neighborhoods as soon as our shift relief hits October 1st. Please keep me posted if and when folks have issues.
- Budget looks good, I suspect I will deliver BELOW my expectations. We have a lot of challenges next year and we shall do our best to offer up a responsible budget for 2018. I look forward to my budget presentation to the Council on October 30th at 6pm.
- Active in my duties as a board member with Alaska Association of Chiefs of Police. We approved a draft opposition to on site consumption. We also appointed a new executive director.

- Guys Read is next week. I will be reading to 4th grade boys at Tikasuk Brown. Love the program and I encourage each of you to sign up if you're interested in this awesome program.
- Just as a side note: Governor Walker is concerned about rise in crimes across the state due to SB91 BUT I won't say "I told you so" because that would not be very nice to say to our fine governor. As you all know I opposed this until a public safety impact could be conducted.
- The Reserve associate was ripped off by Jackie Chan! Yes, Jackie charged 415 credit card checks through our website portal. \$0.35 a piece cost us \$200. So we are looking for Jackie Chan. Also, we fixed the loop hold so we could put Jackie out of business.
- Memorial Park
 - Ticket sales are on an upswing due to Sam's Club sales. \$5 of sales goes to the Children's Miracle Network – last tally is \$500 donated.
 - Benny from Pagoda just offered, a couple hours ago, to donate a \$25 gift card to all those folks who buy a \$50 ticket. He will donate up to a maximum of \$750. So now there is an incentive to buy one from Pagoda. This is a win win win!
 - Most of these increases in sales is directly due to Mike Welch and his wife, Aino.
 - I do want to thank all of you who helped with ticket sales or purchased one. Last day is the 23rd and the Corvette is being drawn on the 24th.
 - Lithia has offered to allow us to host the drawing there on Sunday. Radio spots will happen to promote.
 - **Mr. McGhee** asked about the status of security cameras at the park and Chief Dutra stated he's been working with the vendors and they have indicated to have something in place before "the freeze."

Finance, Tricia Fogarty

- Presented the financials (full financials were emailed and summarized were presented at the dais).
- Received state funds that were unexpected.
- Went through the administrative amendments for each department.
- **Mr. Isaacson** asked if we need to raise fees in order to cover the credit card fees not just with police but throughout the city. Ms. Fogarty replied that this has been discussed and we will continue to revisit during our budget season.
- **Mayor Ward** also stated he wanted Council to be aware that the sales tax revenue number is usually about 20% less than what the true value is because there is a month delay from the time we actually see that revenue.

Director of City Services, Bill Butler

Building Department

- No new building permits issued since September 5th Council meeting.

- Contacted by designer for a planned dental practice to be located at intersection of Kevin's Way and Santa Claus Lane. Expect to see the plans this winter.
- Three proposals received this afternoon for the Senior Center Remodel Project. Plan to make a recommendation to the Council at the October 2nd meeting.

Public Works

- Good weather is prolonging landscape maintenance activities.
- Invitation to Bid for snowplow contract released and bids due September 25. Hope to have a recommendation for Council at the October 2nd meeting.
- **Mr. Isaacson** asked Mr. Butler if they had some guys out brush cutting to spend some time on one of the nature trails.

Utility Department

- Sulfolane settlement
 - Request for Council approval of escrow account to pay construction costs associated with the water system extension project before the Council this evening.
 - Last week requested quotes from gravel suppliers for planned 2018 winter construction project. Quotes due September 19. Gravel purchase may be the first construction-related expense to test the escrow account process.
 - University of Alaska has agreed to sell parcel of land where a new pump house will be installed. The property is at intersection of Peridot Street and Badger Road outside of the City limits. Cost is \$79,000 and a request for Council authorization to approve the purchase will be presented at October 2nd Council meeting.
- Copy of 2016 Utility Annual report attached. The report is an effort to help keep utility customers informed about the Utility's activities.

Natural Gas Utility Board

- There has not been an IGU meeting since the last City Council meeting, so no news to report. There is an IGU board meeting scheduled for tomorrow, September 19.

Borough Representative

- In an effort to help educate local residents, the Fairbanks North Star Borough is hosting the second annual Clear the Air Home Heating Forum and Expo on September 22-23rd at the Wedgewood Resort Hotel. There is no cost to attend this event, however, pre-registration is required.
- On-Site consumption for marijuana was discussed at the last assembly meeting.

City Clerk's Office, Judy Binkley

- In-person absentee voting is now available at City Hall. Polls are open from 8:00 a.m. – 5:00 p.m.
- Sample ballots are now on the website for those that want to have a look before voting.
- The Municipal Election for the City of North Pole will be held Tuesday, October 3, 2017.
- The Alaska Municipal League Annual Local Government Conference is November 15-17th. If any Council members are interested in attending, please let me know and I'll sign you up for the conference and book your hotel and airfare.

ONGOING PROJECTS

None

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

Tammy Wilson: Wanted to talk about a disappointing experience – local business needed inspection from fire marshal to proceed with their project. Saw an opportunity for the City of North Pole since the state is short funded at the moment. Would like to see City of North Pole to partner with City of Fairbanks to do the inspection rather than waiting for the fire marshal. Talked about how we have a short building season so we need to work together to get permits issued in a timely and economical fashion.

Mr. Isaacson asked if Rep. Wilson would assist with coming up with funds and Rep. Wilson replied that the state has no funds which is why we have to work together with those who have something in place already.

Mayor Ward asked Rep. Wilson if she was aware he was already working on this issue. Rep. Wilson replied that she was at this point.

Jim Williams: Referring to the resolution the Mayor brought up during the Borough Representative comments, the assembly did not adopt the marijuana resolution for on-site consumption as it was “too much too soon.” Central recycling center is open. Open Tuesday-Saturday, noon-5:00pm. 17 tons of mixed paper just since 9/1. 4000+ new residents for EAFB. Housing needs is the biggest issue. EAFB not planning to build any new housing. Transfer site cleanup has been an overwhelming success.

Mr. McGhee commended the transfer site effort.

Mr. Isaacson asked what happens if all the transfer sites close at 7 as that doesn't work for everyone and wanted to know what we are getting for the \$1M to clean. Mr. Williams replied that contracting out just the cleaning with Alaska Waste cost over \$1M. That was just to clean the transfer sites. As for the hours it was to avoid some of the illegal activity that occurs later at night. **Mr. Isaacson** asked if the closing hours will be staggered and Mr. Williams replied that is the goal.

Mr. McGhee asked if he was aware that the City can't use the borough transfer site and now have to have our own dumpsters and that it has created more police calls for NP. Mr. Williams indicated he was unaware of the increased police calls and requested the stats from

Chief Dutra.

Mayor Ward asked if there was any desire to look at City of Fairbanks folks who are using the transfer site. Mr. Williams replied that they are aware that this is a recurring issue and have “busted” folks using the Farmer’s Loop and Badger Rd transfer sites. They are aware of this issue but this has been difficult to quantify.

Michael Welch: Gave an update on September to Remember and the Memorial Park. Passed the 1000 ticket sales for the Memorial Park raffle. Thanked all the sponsors in both Fairbanks and North Pole who have helped out with this project.

Mr. Isaacson asked if he knew we appreciated his efforts.

OLD BUSINESS

ORDINANCE 17-22, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND THE 2017 OPERATING BUDGET AND OTHER FUNDS.

Mayor Ward introduced the ordinance.

Public Comment

None

Mr. McGhee *moved to adopt Ordinance 17-22, an Ordinance of the City of North Pole, Alaska to amend the 2017 operating budget and other funds.*

Seconded by Mr. Isaacson

Discussion

Mr. McGhee *moved to amend Ordinance 17-22 to increase state revenue sharing 01-00-7-725 an additional \$23,277.00 for a total amount of \$43,142 and to increase transfer to fund balance 01-00-9-998 an additional \$23,277.00 for a total amount of \$36,133.97.*

Seconded by Mr. Isaacson

Discussion

None

On the amendment

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 – Thompson

Discussion on the motion as amended

None

On the motion as amended

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 – Thompson

NEW BUSINESS

DEVELOPMENT AGREEMENT FOR THE BROOKSIDE PARK AND BETWEEN THE CITY OF NORTH POLE, ALASKA AND AINLEY INTERNATIONAL MEMORIAL FUND, LLC DBA NORTH STAR DEVELOPERS 2017.

Mayor Ward introduced the ordinance.

Public Comment

None

Mr. McGhee *moved to* approve the development agreement for the Brookside Park and between the City of North Pole, Alaska and Ainley International Memorial Fund, LLC DBA North Star Developers 2017

Seconded *by* Mr. Isaacson

Discussion

Mr. McGhee *moved to* amend the development agreement for the Brookside Park and between the City of North Pole, Alaska and Ainley International Memorial Fund, LLC DBA North Star Developers 2017 by:

- **page 5, section 1.55, remove “[list construction guidelines reference here]”**
- **page 14, Local Roads, remove from the 1st line, “Clear Water Court”**
- **page 19, APPENDIX ‘F’, remove “Blanket Blvd and Clear Water Court”**
- **page 4, section 1.25, remove 2nd & 3rd paragraphs and substitute with “In lieu of a performance bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust on a property, agreed to by the Mayor, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than the estimated construction cost for completing the improvements plus City administration costs. The Developer is guaranteeing completion of the public improvements before the final plat is submitted to the Fairbanks North Star Borough to the satisfaction of the City. The**

City will release the note and deed of trust on said property only after the improvements are constructed and accepted by the City. Should the Developer desire with the Mayor's consent to have the deed of trust transferred to another parcel, or to replace it with a cash bond, the developer agrees to maintain the security needed by the city. The Developer must satisfy an adjusted amount not less than the uncompleted improvement remaining to be constructed. The amount must be agreed to by the Mayor or designee. Each phase will have a bond amount established and agreed on by the Mayor or designee."

- **Page 5, section 1.60, remove 1st & 2nd paragraphs and substitute with "In lieu of a 1 year warranty bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust on a property, agreed to by the Mayor, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than five percent (5%) of the construction cost for the completed improvements as established by the Mayor or Mayor's designee, for the phase which the Developer desires the City to accept. The City will release the note and deed of trust on said property after a period of 1 year from acceptance of the improvements by the City if no warranty claims are outstanding. Should the Developer desire, with the Mayor's consent, to have the deed transferred to another parcel, or to replace it with a cash bond, the developer agrees to maintain the security needed by the city."**

Seconded by Mr. Isaacson

Discussion

None

On the amendment

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 – Thompson

Discussion on the motion as amended

None

On the motion as amended

PASSED

Yes: 6 – McGhee, Isaacson, Skipps, Claus, McCarthy, Ward

No: 0

Absent: 1 – Thompson

COUNCIL COMMENTS

Mr. McGhee – none

Mr. Isaacson – none

Mr. Skipps – none

Mr. Claus – none

Mr. Thompson – absent

Mr. McCarthy – none

Mr. McGhee *moved to adjourn the meeting at 8:27 p.m.*

Seconded by Mr. McCarthy

The regular meeting of Monday, September 18, 2017 adjourned at 8:28 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, October 2, 2017.

Bryce J. Ward, Mayor

ATTEST:

Judy Binkley, North Pole City Clerk

Office of the Mayor
City of North Pole

Proclamation

Whereas: Jeremiah Scott is a senior at North Pole High School and is the son of Dennis and April Scott of North Pole; and

Whereas: Jeremiah is an active athlete who participates in cross country, track and field, and soccer; all while demonstrating ethical, appropriate, polite and fair behavior while participating in these events. He is the Captain of the cross country team and an overall great team player. He is also a member of the North Pole High School Choir; and

Whereas: Jeremiah volunteers his time to the City of North Pole through many venues. He has volunteered as a leader for vacation bible school, stacking fire wood for elders in the community, reading Santa Claus letters, volunteering at the FNSB School District, numerous volunteer opportunities through North Pole Assembly of God, and volunteered in support of World's Largest Backpack. He is currently participating in the North Pole Assembly of God Student Leadership Group for young men. Through this program he is learning what it means to be a true and active man of God in today's world. The quality of a leader is reflected in the standards they set for themselves, and what better standards to set for oneself than to freely give. He is a great role model; and

Whereas: Jeremiah is gifted in the area of art and drawing. This talent is one that is to be cherished. A talent that allows things to be seen from different perspectives. He uses art to tell sequenced stories in the form of comics; and

Whereas: Jeremiah has demonstrated great courage in the face of adversity. He demonstrates true integrity and attempts to do the right thing even when others aren't watching. He has stood up for fellow students when they were being mistreated for their differences; and

Whereas: Jeremiah is a hard worker, academically successful, and a valued asset of his community. He is an intelligent, athletic, creative, kind, and compassionate young man who will succeed at whatever comes his way; and

Whereas: the City of North Pole desires to recognize the outstanding students in the community.

Now, therefore, I, Bryce Ward, MAYOR OF THE CITY OF NORTH POLE, do hereby proclaim Jeremiah Scott:

*The North Pole City Council
"Student of the Month"
For the Month of October 2017*



Bryce J. Ward, Mayor

ATTEST:



Judy L. Binkley
North Pole City Clerk





**North Pole Police Dept.
125 Snowman Ln.
North Pole, AK 99705**

**Chief Steve Dutra
Phone: 907-488-8459
Fax: 907-488-5299**

September 20, 2017

To: Judy Binkley
North Pole City Council

Re: Acceptance of 2017 SHSP Grant EMW-2017-SS-00048-S01

I would like to ask the North Pole City Council to accept the 2017 State Homeland Security Program (SHSP) grant in the amount of \$58,813.40.

In early 2017, the North Pole Police Department and Fire Department collaborated and submitted a grant to the State of Alaska Department of Homeland Security to help secure funding for the departments emergency preparedness and radio replacement. We requested \$153,060.53 in funding.

We requested funding to replace 28 Police and Fire Department radios and money for 2019 Alaska shield planning and overtime for the 2018 Area Wide Exercise.

We received \$50,000.00 for radio replacement for the police department and fire department. This will replace some of the existing equipment radios for both the fire and police officers. Although it isn't enough money to do all of the radios it is certainly enough to buy a number of radios which will put us in a better position to replace some of our decade old radios.

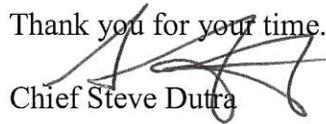
We also received funding in the amount of \$4,848.00 for overtime and backfill costs for the City of North Pole fire and police department personnel to participate in the area wide, full scale earthquake drill in 2018.

Finally we received funding to pay travel costs associated for Lt. Rathbun and Dep. Chief Heineken to attend the 2019 Alaska Shield Planning session in Anchorage, AK. This is estimated to cost \$3,965.40.

There is no match with this grant. Myself and any other personnel associated with the completion of this grant will track their time devoted to the completion of this grant.

I would like to recommend that the City Council accept these grant funds.

Thank you for your time.


Chief Steve Dutra



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Military and
Veterans Affairs

Division of Homeland Security
and Emergency Management

P.O. Box 5750
JBER, AK 99505-0750
Main: 907.428.7000
Fax: 907.428.7009
www.ready.alaska.gov

September 13, 2017



The Honorable Bryce Ward, Mayor
City of North Pole
125 Snowman Lane
North Pole, AK 99705

RE: 2017 State Homeland Security Program, EMW-2017-SS-00048-S01
State Grant No.: 20SHSP-GY17

Certified Mail: 9171 9690 0935 0145 1965 97

Dear Mayor Ward:

We received funds from the U.S. Department of Homeland Security under the 2017 State Homeland Security Program. We are pleased to award the City of North Pole the amount of \$58,813.40 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions as articles have changed to incorporate the provisions of 2 CFR Part 200. All changes to these items will be discussed at the 2017 Grant Kick-Off Meetings. Participation at a Kick-Off Meeting is required.

Please review Project Budget Details for Environmental and Historical Preservation requirements and approved project specifics. As a reminder, all procurement transactions must be conducted in a manner providing full and open competition. To ensure this, we require a Procurement Method Report with every expense (with the exception of local advertising, legal notices, and travel arrangements) submitted for reimbursement under this grant and pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

Enclosed are two pre-signed Obligating Award Documents (OADs). Please review the information for accuracy and review any Special Conditions. Sign both OADs, keep one original for your records, and return the other original within 30 days of jurisdiction receipt to:

State Administrative Agency Point of Contact
PO Box 5750
JBER, AK 99505

Mayor Ward
September 13, 2017
Page 2 of 2

If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. The form and instructions are available for download on our Grants website, <http://ready.alaska.gov/grants.htm>.

If signatory points of contacts have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD. The Signatory Authority Form is available for download on our Grants website. If needed, Electronic Payment enrollment forms are also available upon request.

If you have any questions, please contact the Division Project Manager for this grant, Bill Dennis, at (907) 428-7089 or by email at mva.grants@alaska.gov.

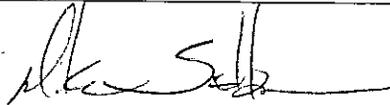
Sincerely,

A handwritten signature in black ink, appearing to read "M. J. Sutton", followed by a horizontal line.

Michael J. Sutton
Deputy Director

Enclosure(s): (2 originals) Obligating Award Document
Project Budget Details Report

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

State of Alaska						Page 1 of 7	
Division of Homeland Security and Emergency Management						FEDERAL AWARD DATE	
Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						August 29, 2017	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT PROGRAM	
2017 State Homeland Security Program						FEDERAL GRANT NUMBER	
EMW-2017-SS-00048-S01						CFDA: 97.067	
RECIPIENT NAME AND ADDRESS City of North Pole 125 Snowman Lane North Pole, AK 99705		PERFORMANCE PERIOD		AMENDMENT		AWARD AMOUNT \$58,813.40 20SHSP-GY17	
		FROM:	September 01, 2017	AMENDMENT #:			
		TO:	September 30, 2019	EFFECTIVE DATE:			
DUNS NUMBER: 082506569		EIN: 92-6001585		FUNDING ALLOCATION			
METHOD OF PAYMENT: Electronic		PLANNING		EXERCISE		\$8,813.40	
		TRAINING		EQUIPMENT		\$50,000.00	
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
AGENCY INFORMATION							
ADDRESS Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750		WEBSITE		http://ready.alaska.gov			
		EMAIL		mva.grants@alaska.gov			
		PHONE		907-428-7000			
		FAX		907-428-7009			
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Bill Dennis		(907) 428-7089		(907) 428-7009		bill.dennis@alaska.gov	
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Michael J. Sutton, Deputy Director				Bryce Ward, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE 9/13/17				DATE
FOR STATE USE ONLY							
Division File Number:		1.6.10.15		Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	17 SHSP NP	2SHSP2017	GYSHSP

Program Requirements

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.
- (F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990. Per Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statues, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.
- (G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.
- (H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:
1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
 3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - c. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit

Coordinator shall be subject to the following grant payment restrictions:

- 1) The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 - 3) Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 - 4) DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
- a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005-.030 www.state.ak.us/local/akpages/ADMIN/dqs/docs/as3630.doc
Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>
Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2017 State Homeland Security Program awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$3,752,000.00 under *Federal Grant EMW-2017-SS-00048-S01, CFDA# 97.067*. The City of North Pole has been awarded \$58,813.40, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is September 1, 2017 through September 30, 2019. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

(A) **Changes to Award:** All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time of the request. Changes in the programmatic activities, or purpose of the project, changes in key persons specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions may result in an amendment to this award. No transfers of funds between budget categories will be authorized, only de-obligation of funds, except on a case-by-case basis.

(B) **Reporting Requirements:** The City of North Pole shall submit timely quarterly *Performance Progress Reports* and *Financial Progress Reports* to the project manager at DHS&EM. Instructions and blank forms are located electronically at <http://ready.alaska.gov/grants>, and may be reproduced. Jurisdictions must check the web site quarterly for the most current forms. Use of outdated forms will not be accepted. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	09/01/2017-09/30/2017	Waived
2	10/01/2017-12/31/2017	01/20/2018
3	01/01/2018-03/31/2018	04/20/2018
4	04/01/2018-06/30/2018	07/20/2018
5	07/01/2018-09/30/2018	10/20/2018
6	10/01/2018-12/31/2018	01/20/2019
7	01/01/2019-03/31/2019	04/20/2019
8	04/01/2019-06/30/2019	07/20/2019
9	07/01/2019-09/30/2019	10/20/2019
10	Final Report	11/15/2019

Invoices with progress reports will be submitted to DHS&EM by the due date as specified in the above schedule. Should the grant period be extended for any reason, a modified report schedule will accompany the award amendment.

The *Performance Progress Report* (PPR) contains an AK-PPR-A cover page form and an AK-PPR-B Program Indicators form. Both forms must be completed and submitted by the report due date. Requests for grant extensions, budget adjustments, project realignments, and significant problems or delays are reported on the AK-PPR-A. An AK-PPR-A must be submitted even if no additional information is required. The AK-PPR-B shall describe the progress and percent completed of projects and detail any related expenditures submitted on the *Financial Progress Report*. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR. An *After-Action Report/Improvement Plan* (AAR/IP) is required within 30 days of the conduct of an exercise.

(C) **Signatory Requirements:** The primary signatory official, project manager and financial officer as listed on the *Signatory Authority Form* must sign the original obligating award document and any amendments. Delegates may sign quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(D) **Reimbursements:** Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and budget detail and grant guidelines, and submission of timely quarterly *Performance Progress* and *Financial Progress Reports*. Payments may be withheld pending correction of deficiencies or for use of outdated forms. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.), method of solicitation must be documented with a *Procurement Method Report* and documentation of payment must be included.

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.

- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the Procurement Method Report for specific requirements.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB). Documentation required per instructions attached to DHS&EM quarterly reports.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires DHS&EM pre-approval prior to registering or participating in training opportunities.
- **Exercise:** Requires submission of an AAR/IP within 30 days after conduct of the exercise.
- **Food and Beverages:** All food and/or beverage expenses require pre-approval by DHS&EM and are only allowable costs if related to a grant funded sheltering exercise, such as a Mass Care Shelter Exercise where food is prepared as part of the exercise objectives in evaluating food preparation capabilities.

(E) **Non-reimbursable Expenses:**

- Reimbursable training and related travel costs not pre-approved by DHS&EM
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs to manage sub-contracts
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus during exercises.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of the conclusion of the exercise.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day
- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) **Property and Equipment Management:** The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each June 20 with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 44 CFR Part 13, sections 13.31 and 13.32. For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

(G) **Procurement:** A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process. Please see the Procurement Method Report for additional details.

(H) **Contracts:** Any contract entered into during this grant period shall comply with local, state and federal government contracting regulations. To the extent that subrecipients of a grant use contractors, subrecipients shall use small, minority, women-owned or disadvantaged business concerns and contractors to the extent practicable. Contracts for professional and consultant services must include local, state and federal government required contract language, a project budget, and require pre-approval by DHS&EM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants. A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement.

(I) **Use of DHS Seal, Logo and Flags:** All subrecipients must obtain DHS&EM approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags of likenesses of Coast Guard officials.

(J) **Publications and Copyright:** All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations) Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the*

authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.

(K) **Acknowledgement of Federal Funding:** All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

(L) **Federal Debt Status:** All subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

(M) **False Claims Act and Program Fraud Civil Remedies:** All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

(N) **Recordkeeping Requirements:** Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

(O) **Performance Measures:** Quarterly Progress Reports shall demonstrate performance and progress relative to:

1. Acceptable performance on applicable critical tasks in Exercises using approved scenarios
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(P) **Subrecipient Monitoring Policy:** Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHS&EM reserves the right to periodically monitor, review and conduct analysis of the City of North Pole's financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHS&EM staff. The Monitoring Policy is available in the Grants Management Handbook at <http://ready.alaska.gov/grants>.

(Q) **Penalty for Non-Compliance:** For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHS&EM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHS&EM shall notify the City of North Pole of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The City of North Pole must respond within five (5) days of receipt of notification.

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements
5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

(R) **Termination for Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHS&EM will provide five (5) days notice to City of North Pole stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHS&EM will reimburse City of North Pole only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHS&EM until completion of a final DHS&EM review. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(S) **Termination for Convenience:** Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security and the DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHS&EM at the option of DHS&EM.

(T) **Project Implementation:** Due to the competitiveness of the 2017 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

1. If a project cannot be operational within the first reporting quarter of the approved award date, the subrecipient should provide notice to DHS&EM, stating the implementation delay and expected starting date. At the discretion of DHS&EM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects if project implementation is unjustifiably delayed.

(U) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2017 Homeland Security Grant Program (HSGP) Program Guidance, State Overview and Guidelines, State Preparedness Report, and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend a 2017 Grant Kick-Off Meeting to be held throughout the state in October, 2017. Activity towards grant acceptance and projects may take place prior to Kick-Off meeting attendance.

(W) The City of North Pole must complete a Quarterly Activities Plan by January 20, 2018. Information on this requirement will be emailed and provided at 2017 Grant Kick-off meetings

(X) The City of North Pole must complete/update the Alaska Assessment annually by December 31.

(Y) The City of North Pole must have programmatic jurisdictional representatives at the annual DHS&EM Multiyear Training and Exercise Plan Workshop (TEPW).

(Z) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2017, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

Special Conditions

None

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, and Special Conditions in accordance with this Award.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

Project Budget Details Report

2017 State Homeland Security Program Grant / SHSP

North Pole, City of

Reported Category = ALL. Reported Revision = 0 of 0.

PBD#	Expense Category	Solution Area	Discipline	Qty	Budgeted Cost	PBD# Amt Spent	PBD# Balance
1	Equipment	Interop.Commun	LE				
EHP					Federal		\$50,000.00
<input type="checkbox"/> EHP Item: Portable Radios							\$50,000.00
Description: Purchase P25 compliant radios for the City of North Pole Police and Fire Departments. This will ensure that interoperable communications are maintained during response to an emergency event.							

2	Exercise	OverTime	LE				
EHP					Federal		\$4,848.00
<input type="checkbox"/> EHP Item: Area-Wide Earthquake Full-Scale Exercise							\$4,848.00
Description: Overtime and Backfill costs for City of North Pole Fire and Police personnel to participate in the full-scale earthquake exercise. This exercise is being conducted with the communities of Fairbanks North Star Borough, City of Fairbanks, and City of North Pole.							

3	Exercise	Prog: Des,Dev,Cond,Eval	EMA				
EHP					Federal		\$3,965.40
<input type="checkbox"/> EHP Item: 2019 Alaska Shield Exercise - Travel							\$3,965.40
Description: Travel funds for representatives to attend the planning meetings for the 2019 Alaska Shield Exercise.							

Adjusted Grant Award	
State	
Federal	\$58,813.40
Total Budgeted Allocated (Fed & State)	
	\$58,813.40

PBD Total Allocations:	
State	
Federal	\$58,813.40
Total Expenses:	
State	
Federal	
Summary Balance:	
State	
Federal	\$58,813.40
PBD Non-Budgeted Funds:	
	\$0.00

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2017 State Homeland Security Program (SHSP) Grant Application Coversheet

Application Deadline 11:59 p.m., Friday, February 17, 2017

Application Checklist

- Application Package includes the following:
 1. Completed Federal Fiscal Year (FFY) 2017 State Homeland Security Program (SHSP) Grant Application Coversheet.
 2. Completed Federal Fiscal Year (FFY) 2017 State Homeland Security Program (SHSP) Grant Project Application Form(s). **Must complete one form for each individual project.**
 3. Signatory Authority Form with required three (3) signatures for jurisdiction (available at <https://ready.alaska.gov/Grants>)
 4. Proof of local jurisdiction Citizen Corps national database registration to support Citizen Corps/ Community Emergency Response Team (CERT) projects, if applicable.
 5. Jurisdiction's Procurement Policy
 6. Jurisdiction's Travel Policy (if travel is being requested)

If items 5 and 6 are available online, provide the web address (es) here: _____
 - 7. Print-out of Jurisdiction's www.SAM.gov Entity Overview record displaying the jurisdiction's DUNS Number
- Attach a spending plan to expend the balance of any remaining FFY 2015 and 2016 SHSP funds, if applicable
 - Attach any applicable Memorandum of Understanding (MOU), or Memorandum of Agreement (MOA) related to inter-agency project
 - Attach your jurisdiction's last financial audit. Electronic copies are acceptable. If the document is available on-line, you may provide the web address here:
http://www.northpolealaska.com/sites/default/files/fileattachments/financial_services/page/171/2015_final_financial_statement.pdf
 - If applicable-- If your jurisdiction has not submitted an Alaska Assessment for 2016, a completed Alaska Assessment may be submitted with this application. Note- all jurisdictions receiving 2017 SHSP funds will be required to update their Alaska Assessment annually as an assurance of the award.

Jurisdiction:	City of North Pole
Responsible Borough: (if applicable)	Fairbanks North Star Borough

Submissions for a jurisdiction under a Borough are no longer required to be coordinated through the Borough. Jurisdictions may submit their applications independently of the Borough unless otherwise stated in the Borough's policy. However, jurisdictions within a Borough should consider a courtesy copy to the Borough to strengthen prevention, protection, mitigation, response, and recovery within the whole community.

Only five (5) projects per jurisdiction may be submitted (multiple items in a single submission will be disqualified.) There is a limit of no more than three (3) equipment projects. An additional AS 2019 exercise travel application may be included for a total of six (6).

			<u>Complete Applicable Boxes Below Is the project:</u>			
Project Priority	Project Budget Category (drop down options)	Project Title	Law Enforcement Related	Requires an EHP	AK Assessment or AAR Gap? Yes or No	Funding Request
1	Equipment	Portable Radio Replacement	Yes	No	Yes	\$144,246.54
2	Exercise	Overtime for Area Wide Exercise 2018	Yes	No	Yes	\$4,848.59
	Choose an item.					\$
	Choose an item.					\$
	Choose an item.					\$
AS 2019 Exercise Travel		Planning AS 2019	Yes	No	Yes	\$3,965.40

\$153,060.53

Total Requested SHSP Funds:

Jurisdiction Point of Contact for Project Applications

Name: Steve Dutra

Telephone Number: 907-488-6902

Address: 125 Snowman Lane North Pole, AK 99705

Fax Number: 907-488-5299

Email Address: sdutra@northpolepolice.org

Certification and Authorization to Submit Application

By signature below the undersigned certify and acknowledge:

the jurisdiction has a financial management system in accordance with the 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, §200.300-.309 Standards for Financial and Program Management* and;

the jurisdiction complies with all local procurement policies and procedures, and conforms to applicable state and federal law, and the standards identified in 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, §200.317-.326 Procurement Standards* to include having a written code of standards when using federal funds and;

the undersigned have been duly authorized by the jurisdiction to submit this application and will comply with the assurances, agreements, and/or special conditions set forth upon receipt of grant award.

Jurisdiction Financial Officer

Printed Name: Tricia Fogarty

Signature

Jurisdiction Signatory Official

Printed Name: Mayor Bryce Ward

Signature

Project Applications and Cover Sheet may be submitted electronically (in PDF format with complete signatures), or by mail, or fax, to:

**Division of Homeland Security and Emergency Management
Attn: Homeland Security Grants Administrator
PO Box 5750
JBER, Alaska 99505-5750**

**Email: mva.grants@alaska.gov
Fax: (907) 428-7009 / Phone: (907) 428-7000 or 1-800-478-2337**

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2017 State Homeland Security Program (SHSP) Grant Project Application

Application Deadline 11:59 p.m., Friday, February 17, 2017

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

This form must be completed for each individual project. To qualify as a single project, the pieces of the project must be integral towards achieving one precise objective. Please see examples in the State Overview and Guidelines.

Ensure all questions on this form are completed. Questions that are left blank will received a score of 0.

Please duplicate this form as necessary.

Jurisdiction:	City of North Pole	
Amount Requested	\$144,246.54	<input checked="" type="checkbox"/> Law Enforcement Related
Project Title	Portable Radio Replacement	
Project Priority <small>Up to five (5) projects may be submitted.</small>	1	<input type="checkbox"/> EHP Required <small>(EHP Screening Form and/or Statement of Work may be submitted at time of application)</small>
Choose the budget category	<input type="checkbox"/> Exercise	<input checked="" type="checkbox"/> Equipment
	<input type="checkbox"/> Planning	<input type="checkbox"/> Training
Is this a continuation project from a previous grant year?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No If yes, which grant year?	

1. Briefly describe the project.

The City of North Pole needs to replace its aging portable radios with new P25 compliant radios. The City of North Pole purchased radios almost 9 years ago and these radios are starting to fail. The police and fire departments need to update their portable radios to maintain interoperability with all other emergency response agencies in the area

We will purchase 28 radios to outfit the current staff and change the radio systems with new radios and use the older radios as backup for emergencies.

2. Does this project address a gap identified in the jurisdiction's Alaska Assessment or an After Action Report from a previous exercise?

a. If yes, explain this gap, where it is located (name of document, page number, etc) and when it occurred?

Yes - After- Action Report Improvement Plan City & Borough of Fairbanks / North Pole AK Shield 2016 Page 7. Communication difficulties - some of this may be linked to outdated radios with less technological abilities than the new P25 compliant radios.

b. If no, explain how this project was determined and the need validated?

We have been experience a slow decline in radio performance. Portable radios are also starting to require repairs and are reaching their end of life.

3. Have you previously applied for funding of this project under prior years and/or grant programs?

a. If yes, which years and/or grant programs?

Although this is a new project we have received funding for radios in previous years. This appears to have been done under 2006 BZ-T6-0042.

CONTINUED, NEXT PAGE

4. Explain the project's dual applicability to all-hazard events if not terrorist centric (manmade and natural hazards).

Radios and interoperability during a all-hazard event or terrorist event is vital to the success of the project. Portable radios are the life line to the first responders and the communication center.

5. Identify potential challenges to timely implementation of this project and how start-up will begin within the first 90 days of award.

The only challenges would be the manufacturers ability to fullfill the order and the time it takes the City council to approve the award.

6. If this project could have a multi-jurisdictional or statewide benefit, please briefly explain.

The radios would be extremely helpful in communicating throughout the state in a statwide emergency or even a local borough wide emergency involving mutliple agencies. Communication with EOC's on a state level and local level is critical and these radios would be important.

7. Select one primary core capability for this request. Core capabilities are taken from the National Preparedness goal.

Operational Communications

*this is a drop down field. See list of capabilities and definitions in Appendix A of the State Overview and Guidelines.

8. If this project funds equipment, describe the jurisdiction's maintenance and sustainability plans for the item.

The city of North Pole maintains funds in operating budget to maintain the equipment during its usefull life. The City of North Pole is working on fuding for future replacement of these assets.

9. This section is to provide a description and itemize expenses for all project components regardless of budget category (this includes travel costs, training fees, planning contracts, etc). Columns not applicable can be left blank.

*For equipment, please provide the authorized equipment list (AEL) number. The DHS AEL can be found at <https://www.fema.gov/authorized-equipment-list> to look up the number.

Description	AEL # (if equipment)	Qty	Unit Cost	Cost Total	Discipline (drop down options)
Portable Radios and Accessories	06CP-03-PRAC -	28	5151	142246	Public Safety Communications
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.

Project Applications and Cover Sheet may be submitted electronically, (in PDF format with complete signatures), by mail, or fax, to:

Division of Homeland Security and Emergency Management

Attn: Homeland Security Grants Administrator

PO Box 5750

JBER, Alaska 99505-5750

Email: mva.grants@alaska.gov

Fax: (907) 428-7009
Phone: (907) 428-7000 or 1-800-478-2337

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2017 State Homeland Security Program (SHSP) Grant Project Application

Application Deadline 11:59 p.m., Friday, February 17, 2017

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

This form must be completed for each individual project. To qualify as a single project, the pieces of the project must be integral towards achieving one precise objective. Please see examples in the State Overview and Guidelines.

Ensure all questions on this form are completed. Questions that are left blank will received a score of 0.

Please duplicate this form as necessary.

Jurisdiction:	City of North Pole	
Amount Requested	\$4,848.59	<input checked="" type="checkbox"/> Law Enforcement Related
Project Title	Overtime for Area Wide Exercise 2018	
Project Priority <small>Up to five (5) projects may be submitted.</small>	2	<input type="checkbox"/> EHP Required <small>(EHP Screening Form and/or Statement of Work may be submitted at time of application)</small>
Choose the budget category	<input checked="" type="checkbox"/> Exercise	<input type="checkbox"/> Equipment
	<input type="checkbox"/> Planning	<input type="checkbox"/> Training
Is this a continuation project from a previous grant year?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No If yes, which grant year?	

1. Briefly describe the project.

We would like to participate in a multi-jurisdictional (FNSB, City of Fairbanks, City of North Pole) full scale exercise from a M7.0 Earthquake in downtown Fairbanks. We would like to execute our COOP plans (due to damaged facilities) and would like to help the borough exercise USAR capabilities to include contracting heavy equipment from local vendors. The Borough EOC would also be evaluated on our Common Operating Picture and resource requests with the SEOC.

2. Does this project address a gap identified in the jurisdiction's Alaska Assessment or an After Action Report from a previous exercise?

a. If yes, explain this gap, where it is located (name of document, page number, etc) and when it occurred?

2016 FNSB AK Assesment (Operational Coordination) p17-18, (Mass Search and Rescue) p 35-36, (Public and Private Resources) p 41-42

b. If no, explain how this project was determined and the need validated?

3. Have you previously applied for funding of this project under prior years and/or grant programs?

a. If yes, which years and/or grant programs?

CONTINUED, NEXT PAGE

4. Explain the project's dual applicability to all-hazard events if not terrorist centric (manmade and natural hazards).

This project will test both Continuity of Operations/Government and USAR for the FNSB, CoF, and NP. These tasks are applicable to all-hazards events.

5. Identify potential challenges to timely implementation of this project and how start-up will begin within the first 90 days of award.

Potential Challenges: Participation in planning meetings from all jurisdictions; contracting for consultant. Start Up (<90 days of award). 1) Initial planning meeting with jurisdictions (scope exercise, define SMART objectives for exercise) and 2) put out formal request for consultant i/c with our General Services, 3) receive bids (allow for public comment), 4) accept bid

6. If this project could have a multi-jurisdictional or statewide benefit, please briefly explain.

This involves multiple jurisdictions and will test our coordination with SoA by developing situational awareness and requesting resources such as USAR, equipment, etc..

7. Select one primary core capability for this request. Core capabilities are taken from the National Preparedness goal.

Operational Coordination

*this is a drop down field. See list of capabilities and definitions in Appendix A of the State Overview and Guidelines.

8. If this project funds equipment, describe the jurisdiction's maintenance and sustainability plans for the item.

9. This section is to provide a description and itemize expenses for all project components regardless of budget category (this includes travel costs, training fees, planning contracts, etc). Columns not applicable can be left blank.

*For equipment, please provide the authorized equipment list (AEL) number. The DHS AEL can be found at <https://www.fema.gov/authorized-equipment-list> to look up the number.

Description	AEL # (if equipment)	Qty	Unit Cost	Cost Total	Discipline (drop down options)
Overtime for Police Personnel		8	358	2867	Law Enforcement
Overtime for Fire Personnel		8	248	1982	Fire Service
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.
					Choose an item.

Project Applications and Cover Sheet may be submitted electronically, (in PDF format with complete signatures), by mail, or fax, to:

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Attn: Homeland Security Grants Administrator

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Phone: (907) 428-7000 or 1-800-478-2337

Alaska Division of Homeland Security and Emergency Management

Federal Fiscal Year 2017 State Homeland Security Program (SHSP) Grant Alaska Shield 2019 Exercise Planning Meetings Application

Application Deadline 11:59 p.m., Friday, February 17, 2017

Please contact mva.grants@alaska.gov or call the Grants Section at 907-428-7000/1-800-478-2337 if you have any questions regarding this application.

Jurisdiction:	City of North Pole	
Amount Requested	\$ 3965.40	<input checked="" type="checkbox"/> Law Enforcement Related

1. Please complete the below table to apply for travel funds to attend the Alaska Shield 2019 Initial, Mid, and Final Planning Meetings.

	<u>Request</u> No. of People	<u>Cost</u> Airfare/POV (Per Person)	<u>Cost</u> Lodging* (calculate at \$110/night for state delivered events) (Per Person)	<u>Cost</u> Per Diem (base on local jurisdiction policy, not to exceed \$93 per day) (Per Person)	Cost Total
Travel to state delivered Initial Planning Meeting (3 days)	2	174.90	330.00	52.00	1321.80
Travel to state delivered Mid Planning Meeting and Master Scenario Events List (MSEL) Workshop (3 days)	2	174	330	52	1321
Travel to state delivered Final Planning Meeting MSEL Workshop (3 days)	2	174	330	52	1321.80

Please list below each requested traveler's position and role in the exercise (individual names are not required at time of application)

Lt. Chad Rathbun Project Coordinator North Pole Police Department. Deputy Chief Hieneken North Pole Fire Department Project Coordinator.

*Lodging is an estimated cost. This amount does not guarantee the lodging rate eligible for reimbursement. Travel policies dictate that lodging cannot be reimbursed over the maximum federal rate which can be found at the following website: <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>.

Project Applications and Cover Sheet may be submitted electronically, (in PDF format with complete signatures), by mail, or fax, to:

Division of Homeland Security and Emergency Management

Attn: Homeland Security Grants Administrator

PO Box 5750

JBER, Alaska 99505-5750

Email: mva.grants@alaska.gov

Fax: (907) 428-7009

Phone: (907) 428-7000 or 1-800-478-2337

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: September 26, 2017
Subject: North Senior Center Bid Award Recommendation

Recommendation

Accept G2 Construction's proposal for \$604,229 to design and renovate the Santa's Senior Center funded by a Community Development Block Grant.

Background

In June 2017, the City of North Pole received a Community Development Block (CDBG) grant for \$718,093 to renovate the Santa's Senior Center. The project's goal is to renovate the Center such that the structure and mechanical systems are upgrade to reduce the cost to operate the facility. CDBGs require a 25% matching contribution from the applicant, the City. The City's matching contribution is the building that the City will donate to the Center when the renovations are completed.

The City contracted with Design Alaska to perform an initial analysis of the condition of the Center facility and mechanical systems. Design Alaska also met with the Center's membership to develop a renovation strategy within the projected available budget. The renovation strategy is to use a Design-Build approach. The more typical approach would be a Design-Bid-Build approach. With the limited time line for the project—all funds must be expended by mid-September, there was insufficient time to use the Design-Bid-Build approach. As part of generating the request for proposals, Design Alaska generated a floor plan and specific renovation requirements for the facility. Based upon Design Alaska's construction estimate, there were sufficient funds for \$605,000 construction budget with a 10% contingency. There needs to be a contingency because it is not possible to project the exact cost to renovate the aging facility and there needs to be funds to address any unknown conditions; for example, if the contractor discovered a serious structural deficiency and there was no contingency to address the problem, the project could be seriously compromised. If there are any unspent funds at the conclusion of the project, the City will propose to the funder to expand work that was not included in the original renovation RFP; for example, repave the Center's parking lot.

Besides assisting the City with generating a renovation plan, Design Alaska generated the request for proposals for the project, assisted with the evaluation of the submitted proposals, and will provide construction management services.

Three firms submitted proposals: G2 Construction, GHEMM Company and Wolverine Supply. G2's proposal was within the funding limit and it was able to include all of the added alternates providing the greatest value to the City. In addition, G2 is including some additional work not specifically requested in the RFP; for example, paving around entry ways and replacing the suspended ceiling throughout the Center. Attached is Design Alaska's proposal review and recommendation.

September 22, 2017



City of North Pole
125 Snowman Lane
North Pole, AK 99705

Attn: Bill Butler

Re: North Pole Senior Center Bid Award Recommendation

Following our extensive review with the City of North Pole Design Alaska's recommendation is to award the North Pole Senior Center to G2 Construction. We found they were the lowest bidder and exceeded expectations on additional provisions for the project. Please see below for bid breakdown and scoring results.

	Base Bid	Alt 1 (Windows)	Alt 2 (Attic Insulation)	Propane Tank	Total
GHEMM	\$595,100	\$27,200	\$6,200	\$14,000	\$642,500
Wolverine	\$605,000	N/A	Yes	Yes	\$605,000
G2 Construction	\$585,614	\$14,002	\$4,613	Yes	\$604,229
Engineer's					\$605,690

	GHEMM	WSI	G2
Experience/History (15)	14	9	7.5
Technical Key Personnel (15)	15	11	12
Project Approach (20)	20	10	20
Cost (20)	18.8	19	20
Concept/Schematic Design (30)	9	22.5	30
Total	76.8	71.5	89.5

Sincerely,

Design Alaska, Inc.

Kari Pile

Project Manager

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: September 26, 20156
Subject: Recommendation to accept Hubbard Excavation's bid to be the 2017-2018 snow removal contractor

RECOMMENDATION

Accept Hubbard Excavation's bid for the 2017-2018 snow removal contract. Should Hubbard Excavation not be able to satisfy the requirements to fulfill and contract, award the 2017-2018 Snow Removal contract to Hawks Enterprises.

BACKGROUND

The City received two bids for the 2017-2018 snow removal bid:

Bidder name	Citywide snow removal	Citywide hardpack removal	Hourly call-out rate: 8-hour notice	Hourly call-out rate: less than 8-hour notice
Hubbard Excavation	\$8,800	\$13,200	\$200	\$250
Hawks Enterprises	\$10,000	\$10,000	\$300	\$400

Both bidders' bids satisfied the invitation to bid's minimum requirements. Based upon the Municipal Code, for Request for Bids, the contract should be awarded to the lowest responsive bidder.

4.16.40 Competitive sealed bidding; Competitive Sealed Bidding; Section 7:

"The contract shall be awarded with responsible promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirement and criteria set forth in the invitation for bids."

As of September 26, there was \$36,000 remaining in the Public Works 2017 budget for snow plowing through December 31, 2017. Hubbard's bid would allow four citywide plowings through December 31, 2017. The proposed snow plowing budget for 2018 is \$72,000, the same amount as in the 2017 budget

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: September 26, 2015
Subject: Authorize the purchase of a parcel of land from the University of Alaska Fairbanks for the construction of the Peridot Pump House for the water system extension project.

RECOMMENDATION

Authorize the purchase of a parcel of land from the University of Alaska Fairbanks for the construction of the Peridot Pump House for the water system extension project.

BACKGROUND

The water system extension project requires the construction of a new pump house to provide water to the properties included in the sulfolane settlement agreement that are located north of the Richardson Highway. The pump house will be located on the parcel of land on the east side of Peridot Street where Peridot intersects Badger Road. The University of Alaska is the owner of the land and agreed to sell the land to the City. University policy requires that the land be sold for fair market value. The University accepted the third-party assessors' determination that the value of the property was \$79,000. For the sale to be finalized, the University requires completion of an Offer Purchase Form and a check for \$79,000. The purchase of the land will have no budgetary effect upon the City. The sulfolane settlement agreement will pay for the purchase of the land. The payment check will be generated by Wells Fargo bank from the escrow account created by the parties to the lawsuit to pay project-related expenses.

**UNIVERSITY OF ALASKA
2017 LAND SALES CASH PURCHASE DISPOSAL
OFFER TO PURCHASE FORM**

INSTRUCTIONS: Please print legibly. Please read all information in the Terms and Conditions of the University of Alaska 2017 Land Sales Cash Purchase Disposal package prior to completing this form. This form must be filled out in its entirety and must be submitted with the correct deposit amount. The offer amount must be at or above the minimum price established by the University. This form must be submitted to the University of Alaska, Facilities and Land Management, at 1815 Bragaw Street, Suite 101, Anchorage, Alaska 99508-3438, or at 910 Yukon Drive, Suite 106, Fairbanks, Alaska 99775-5280.

An Ethics Disclosure Form, if applicable, must be completed and **MUST ACCOMPANY ALL OFFERS FROM UNIVERSITY EMPLOYEES OR FAMILY MEMBERS.** The Ethics Disclosure Form can be found at www.ualand.com.

OFFEROR

NAME City of North Pole
ADDRESS 125 Snowman Lane
CITY North Pole STATE Alaska ZIP 99705-7708
TELEPHONE NUMBER (907-488-2281) FAX NUMBER (907-488-3002)

OFFER

I hereby submit an offer to purchase PARCEL # FA.WR.0084

LOT 1 BLOCK J SUBDIVISION Wrangell Subdivsion

The amount of my offer is: (please also write out the amount in words, **rounded up to the nearest dollar**).

OFFER AMOUNT: Seventy Nine Thousand & NO/CENTS (\$ 79,000 .00)

The amount of my deposit is: (must be a minimum of **TEN PERCENT (10%)** of the offer amount, (**rounded up to the nearest dollar**).

DEPOSIT ENCLOSED: Seventy Nine Thousand & NO/CENTS (\$ 79,000 .00)

TERMS OF PURCHASE

I will purchase the parcel under the CASH payment terms.

CONTINUED ON NEXT PAGE

TITLE VERIFICATION

Please type or print all names, as they should appear on the deed, deed of trust and deed of trust note. ALL PARTIES TO BE NAMED ON THE DEED MUST SIGN THIS OFFER TO PURCHASE FORM. Please note, the University will not extend financing or convey title to anyone under the age of eighteen (18):

City of North Pole

Please indicate below if marital status should appear on the title:

- Do not indicate marital status.
- A single person(s).
- A married person.
- Husband and wife.

If Offeror is more than one person, please specify one of the following:

- As tenants by the entirety (husband and wife only).
- As tenants in common.
- Other. Please specify (e.g., corporation). A municipal corporation of the State of Alaska

For purposes of general explanation only, the University provides the following (for further information, consult your attorney):

Tenancy by the entirety. As recognized in AS 34.15.110(b) and .140, a form of ownership created between a husband and wife, by which together they hold title to the property with right of survivorship, so that upon the death of either, the survivor automatically acquires title to the share of the deceased spouse.

Tenancy in common. As recognized in AS 34.15.110(a) and .140(c), a form of ownership by two or more persons whereby each person holds an undivided interest in the property. Unlike a tenancy by the entirety, the interest of a tenant in common does not terminate upon his or her death (i.e., there is no right of survivorship) and instead passes to his or her estate or heirs.

Note: Joint tenancy has been abolished by AS 34.15.130. Thus the University cannot convey property in a joint tenancy.

SIGNATURES

I HEREBY CERTIFY that I have read and understand the Terms and Conditions of the University of Alaska 2017 Land Sales Cash Purchase Disposal and accept the terms and conditions therein. I have enclosed a cashier’s check or money order, payable to the University of Alaska, in an amount equal to at least TEN PERCENT (10%) of the Offer Amount. I hereby agree that the Offer Amount represents the purchase price I shall pay for the parcel if my offer is accepted. Additionally, I agree to pay all closing costs and all other fees associated with the purchase of this parcel as described under the Terms and Conditions of the University of Alaska 2017 Land Sales Cash Purchase Disposal. **IF MY OFFER IS ACCEPTED AND, FOR WHATEVER REASON, I DECIDE NOT TO ENTER INTO A PURCHASE AGREEMENT, I AGREE THAT THIS DEPOSIT SHALL BE RETAINED BY THE UNIVERSITY AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, PURSUANT TO PARAGRAPH 12.**

I hereby certify that I am **EIGHTEEN (18) YEARS** of age or older.

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

**UNIVERSITY OF ALASKA, FACILITIES AND LAND MANAGEMENT
1815 BRAGAW STREET, SUITE 101, ANCHORAGE, ALASKA 99508-3438**

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: September 26, 2013
Subject: Extend the heating fuel contract for the period January 1 through December 31, 2018 with Alaska Fuel Services at the same terms as the 2017 contract.

Recommendation:

Extend Alaska Fuel Services' contract to deliver heating fuel in 2018 at same rate over the rack charge as in the 2017 contract--\$0.059 (5.9 cents) per gallon.

Background.

In 2017, the invitation for heating fuel bids included an option to extend a contract up to two individual years if acceptable terms could be agreed upon by both parties. The intention of including this option was to help reduce the cost of bidding and to reduce the disruptions that occasionally occur when switching to a new fuel oil provider each year. Some of the issues that have occurred in previous years include the new provider not knowing the location of fuel tanks and missing initial deliveries in the midst of the heating season and on one occasion the previous contractor kept delivering fuel after their contract had expired.

In 2017, Alaska Fuel Services contract was to deliver heating fuel for \$0.059 (5.9 cents) over the rack charge. Alaska Fuel Services has agreed to provide the same terms to the City for 2018 (January 1 through December 31, 2018). See attached notification from Alaska Fuel Services to provide heating fuel at the same terms as for the 2017 contract.

Alaska Fuel Services delivery drivers know the location of all of our fuel tanks. They have also been prompt in notifying the City when the rack price changes as is required in the contract.

From: Ben Wilker
To: [Bill Butler](#)
Subject: Alaska Fuel Services, 2018 heating oil
Date: Friday, September 22, 2017 9:58:16 AM

We would like to continue the delivering heating oil at 5.9 cents over rack rates/gallon for the city of north pole for the year of 2018.

Thank you,

Ben Wilker
Operations Manager
Alaska Fuel Services, LLC
P(907) 374-9992
F(907) 479-2287
www.alaskafuelservices.com

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: September 26, 2015
Subject: Authorize the special purchase of gravel from HC Contractors needed for the water system extension project winter construction activities.

RECOMMENDATION

Authorize the special purchase of gravel that needs to be pre-purchased prior to the award of the water system construction contract to support winter 2018 construction activities from HC Contractors.

BACKGROUND

The water system extension project requires construction activities to begin in winter 2018 to avoid US Army Corps of Engineer permitting complications that would hinder the timely completion of the project. Construction of approximately one mile of water mains will occur in wetlands. Construction in wetlands in the spring summer or fall will require extensive permitting because the construction activities will cause wetland damage. Building in wetlands when the land is thawed will require construction of a road to or special bedding mats to support construction equipment. Also, construction in thawed wetlands will cause significant damage to the wetlands that would require the purchase of an equivalent area of wetlands to offset the damaged land. The added cost of installing water mains when the wetlands are thawed and purchasing offsetting wetlands will add to the construction cost of the project plus require more complicated permitting.

Installing water mains in the wetlands when the land is frozen can avoid the increased cost of summer construction and reduce permitting. Working on frozen ground will not require construction of a road or bedding mats. Excavation of the frozen ground, installing the water main then replacing the frozen ground will not require extensive Corps permitting and will not require purchasing offsetting wetlands.

The current timeline to release the construction request for proposals is late October with proposals due in late November. A construction contractor is expected to be selected by early December. By the time the construction contractor is selected, they will not be able to purchase gravel and bedding material that is unfrozen and therefore, they will not be able to

install the water main in the wetlands area in winter 2018. Pre-purchasing the needed gravel products now, stockpiling and covering them now will provide the construction contractor with the needed gravel products to begin work in winter 2018.

The North Pole Municipal Code provides a mechanism to purchase needed items when the regular purchasing process is not in the best interest of the City. (See ‘16.060 Innovative and special procurements’ below.) The City attorney was consulted to determine if the pre-purchase of gravel satisfied the special procurement requirements. She determined that in this instance application of this section of Code was legitimate. The products needed are 7,920 cubic yards of pea gravel and 8,520 cubic yards of subbase and the supplier must stockpile and cover the materials. The city solicited quotes from five suppliers:

- Fairbanks Sand & Gravel
- North Pole Gravel Products
- Great North West
- HC Contractors
- Browns Hill

Two suppliers submitted quotes

Supplier	Pea Gravel	Subbase	Total
HC Contractors	\$102,960.00	\$51,120.00	\$154,080.00
Fairbanks Sand & Gravel	\$98,920.80	\$77,191.20	\$176,112.00

4.16.060 Innovative and special procurements.

Notwithstanding any other provision of this code, the Mayor or his designee may initiate a procurement above the small purchase amount specified in NPMC 4.16.030, Purchase limits, when the Mayor or his designee determines that an unusual or unique circumstance exists that makes the application of all requirements of competitive sealed bidding or competitive sealed proposals contrary to the public interest, including, but not limited to, the need to meet new or unique State requirements, new technologies, or to achieve best value. Any special procurement under this section shall be made with such competition as is practicable under the circumstances. The Mayor or his designee in the contract file shall include a written determination of the basis for the procurement and for the selection of the particular contractor, and a report shall be made publicly available at least annually describing all such determinations. (Ord. 14-11 § 2, 2014)

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City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: William Butler
Date: September 26, 2015
Subject: Amendment to the Developer Agreement for the Ford Subdivision—Fourth Addition to accept a Promissory Note secured by a Deed of Trust in lieu of a 1-year warranty bond

RECOMMENDATION

Approve the amendment to the Developer Agreement for the Ford Subdivision—Fourth Addition to accept a Promissory Note secured by a Deed of Trust in lieu of a 1-year warranty bond for \$9,250, the equivalent of five percent of the improvement valued at \$185,000.

AMENDMENT

Amend 1.60 by deleting the existing paragraph in full and replacing with the following:

1.60 In lieu of a 1 year warranty bond, the developer shall provide and sign a Promissory Note secured by a Deed of Trust on the property specified below and agreed to by the Mayor, in a form acceptable to and approved by the City Attorney, clear of all liens and encumbrances. The promissory note shall be equal to or greater than five percent (5%) of the construction cost for the completed improvements as established by the Mayor or Mayor's designee, for the phase which the Developer desires the City to accept. The City will release the note and deed of trust on said property after a period of 1 year from acceptance of the improvements by the City if no warranty claims are outstanding. Should the Developer desire, with the Mayor's consent, to have the deed transferred to another parcel, or to replace it with a cash bond, the developer agrees to maintain the security needed by the city.

Property

Fairbanks Recording District
Lot 8 Block C
Ford Second Edition
Parcel # 0580856
Owner: Liberty Homes, Inc.
2017 assessed value: \$26,473

CITY OF NORTH POLE

RESOLUTION 17-17

**A RESOLUTION ACCEPTING OWNERSHIP AND MAINTENANCE
RESPONSIBILITY FOR 1ST AVENUE FROM ROSSONS CROSS WAY
TO HOMESTEAD ROAD; 2ND AND 3RD AVENUES FROM ROSSONS
CROSS WAY TO THERRON STREET AND THERRON STREET FROM
1ST AVENUE TO 4TH AVENUE IN THE FORD SUBDIVISION, THIRD
ADDITION**

WHEREAS, The City of North Pole has the authority to accept ownership and maintenance responsibilities for streets constructed to City standards within public rights-o-way within the city limits, and

WHEREAS, the streets platted within the Ford Subdivision, Third Addition have been approved by the Fairbanks North Star Borough, and

WHEREAS, 1st Avenue from Rossons Cross Way to Homestead Road; 2nd and 3rd Avenues from Rossons Cross Way to Therron Street; and Therron Street from 1st Avenue to 4th Avenue have been inspected by the City to ensure they were built according to the requirements contained in the Developer Agreement between the City and Liberty Homes, Inc.; an as-built drawing of the streets has been submitted; and a Deed of Trust (property lien attached) has been provided to the City to satisfy the warranty requirements.

NOW, THEREFORE, BE IT RESOLVED, that in accordance with Section 12.16.010 of the North Pole Municipal Code of Ordnances, the North Pole City Council accepts ownership and maintenance responsibility for 1st Avenue from Rossons Cross Way to Homestead Road; 2nd and 3rd Avenues from Rossons Cross Way to Therron Street; and Therron Street from 1st Avenue to 4th Avenue within the Ford Subdivision, Third Addition.

PASSED AND APPROVED BY A DULY CONSTITIUTED QUORUM OF THE NORTH POLE CITY COUNCIL THIS 2nd DAY OF OCTOBER 2017.

Bryce J. Ward, Mayor

ATTEST:

Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

September 26, 2017

Return to: City of North Pole
125 Snowman Lane
North Pole, AK 99705

NOTICE OF LIEN

The City of North Pole hereby gives notice that it asserts a lien upon the following real property for the payment of water and/or sewer services:

Lot 8 Block C Ford Second Edition
Pan – 0580856
No Current Address- Vacant Lot
North Pole, AK 99705
Fairbanks Recording District
Owner: Liberty Homes, Inc.

A lien is claimed in the amount of \$9250.00, for Utilities plus additional costs and attorney fees as they are incurred.

This lien is asserted pursuant to North Pole Ordinance 13.28.010 and is superior to any and all other liens to the maximum extent allowed under state law. This lien may be foreclosed upon pursuant to their procedures set forth in North Pole Ordinance 4.08.155, such foreclosure action to include all administrative fees, costs and attorney fees incurred by the City in the collection of this delinquent utility bill.

DATED this 26th day of September, 2017.

Bill Butler
Bill Butler, Director of City Services

SUBSCRIBED AND SWORN to before me this 26th day of September, 2017.



Jamie Duncan
Notary Public in and for the State of Alaska
My commission Expires: 1-23-21