



CITY OF NORTH POLE
Regular Meeting April 01, 2019
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, April 01, 2019
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting – 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Judy Binkley
488-8583

COUNCIL MEMBERS

Doug Isaacson – Mayor Pro Tem	322-3133
Avery Thompson – Deputy Mayor Pro Tem	388-5351
Perry Walley – Alt Dep Mayor Pro Tem	347-0135
DeJohn Cromer	347-2808
Aino Welch	488-5834
David Skippis	750-5106

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**
 - a. **March 18, 2019**
6. **Communications from the Mayor**
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

- a. Ordinance 19-05, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.
- b. Ordinance 19-06, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.

12. New Business

- a. Restaurant Designation Permit Application for Moody Brews BBQ & Catering.
- b. Liquor License Renewal for Moody Brews BBQ & Catering.
- c. Ordinance 19-07, An Ordinance of the City of North Pole, Alaska to Amend Title 2, Administration and Personnel Chapter 36 Personnel System, Section 470 Regarding Pay.
- d. Request to Write-Off Michael and Amber Nolan Utility Account 5747.03 & Benjamin Merrell Utility Account 6127.03.
- e. Ordinance 19-08, An Ordinance of the City of North Pole, Alaska to Approve the Amended Cooperative Agreement with the US Army Corps of Engineers for the Engineering and Design of the Moose Creek Water System Expansion Project and Associated Fiscal Note.

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com. Notice of Council Action is available at City Hall and on the City website following the meeting. Council Meetings are aired live via audio streaming from the City's website. Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



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

A regular meeting of the North Pole City Council was held on Monday, March 18, 2019 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, March 18, 2019 to order at 7:002 p.m.

There were present:

Doug Isaacson – Mayor Pro Tem
Avery Thompson – Deputy Mayor Pro Tem
Perry Walley – Alt Dep Mayor Pro Tem
DeJohn Cromer
Aino Welch
David Skipps
Mayor Welch

Absent/Excused
Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Welch

INVOCATION

Invocation was given by Ms. Welch

APPROVAL OF AGENDA

Mr. Thompson *moved to* approve the agenda of March 18, 2019

Seconded by Ms. Welch

DISCUSSION

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

New Business:

- c.** Request to Approve a Matching Contribution of \$78,585 for the Construction of the Homestead Road Pedestrian Path Extension.
- d.** Request to Authorize the Order of One New Police Department Patrol Car in the Amount of \$36,290.00.
- e.** Ordinance 19-05, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.

- f. Ordinance 19-06, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Operating Budget and Other Funds.

Seconded by Mr. Skipps

Discussion

None

On the amendment

PASSED

Yes: 6 – Skipps, Thompson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Isaacson

On the Agenda as amended

Discussion

None

PASSED

Yes: 6 – Skipps, Thompson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Isaacson

APPROVAL OF MINUTES

Mr. Thompson moved to approve the Minutes of March 04, 2019

Seconded by Ms. Welch

Discussion

None

PASSED

Yes: 6 – Skipps, Thompson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Isaacson

COMMUNICATIONS FROM THE MAYOR (Audio 4:20)

- Student of the Month Proclamation – Sarah Price.
- March 7 – Attended Military Civilian Meeting at FNSB to discuss economic impacts stemming from the proposed Alaska State Budget from Governor Dunleavy. Met with Mr. Jim Dodson of FEDCO to discuss Housing Task Force.
- March 8 – Attended the Tiger Team Meeting where the Badger Salcha Expansion Draft Plan was unveiled to the stakeholders.
- March 9 – Attended and participated in the meeting of Senator Coghill and Representative Wilson’s constituent meeting at the North Pole Library from 1100-1345. There were 77 citizens crammed into standing room only, yet the meeting was very civil and productive. Attended and testified at the FNSB Town Hall Meeting at West Valley High School from 1500-1730. There were approximately 400 in attendance.
- March 11 – Gave a welcoming speech to the Tanana Chiefs Conference at the Westmark Hotel and participated from 1100-1600. Dined with the TCC at Chief Salmon Tribal Hall from 1730-1930.
- March 13 – Met with NORCOM Commander Lt. Gen Bussiere at Lavelle’s Bistro from 1800-2000.
- Formal briefing with Lt. Gen Bussiere and his staff on March 14 from 1400-1545 at FNSB Salcha Room with Mayors Bryce Ward and Jim Matherly.
- March 15 – Attended the North Pole Police Department Annual Awards Banquet at the North Pole Senior Center from 1800-2020.
- March 18 – Guest of FWA Garrison Commander Colonel Sean Fisher for Elected Officials Briefing and Tour of the post facilities. Everyone was invited.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Dept., Chief Dutra (Audio 14:21)

- Just completed our Sergeant testing for the May departure of Sgt. Stevenson.
- Had our awards banquet – I will go over names and awards at next meeting.
- Swear in Brett Welborn – Welcome aboard.
- I made it through House Judiciary and Senate Judiciary. No blood drawn.
- New Officer James Kuplack will start April 1.

Fire Dept., Chief Coon (Audio 18:23)

- The department met with Fairbanks Natural Gas and our Automatic Aid fire department to discuss training, truck routes, and emergency response to the new North Pole Facility

going in on H&H Lane.

- I have included a copy of the Fire Department shift schedule. The schedule only has staff members and shift fill personnel. This schedule does not take into account the three administrative personnel, three live-in members, or volunteer members.
- Training:
 - Five members of the department will be attending the EMS symposium next week in Fairbanks.
 - EMT II training is ongoing until the end of the month.
 - Four members of the department are taking an active shooter class next week. The cost of training is paid out of SHSP grant funds.
 - All three of our Captains are taking a State of Alaska Company Officer II class next month. This is a new certification for the state and first delivery in our town.
 - Council is invited to attend the PER-356 Tactical Emergency Casualty Care (TECC) for First Care Providers class held on March 21 at the North Pole Library from noon until 5pm.
- Maintenance Report:
 - Still awaiting the new ambulance. No delivery date set.
 - The Department will be working with our auction company to auction off the 1990 Suburban and Engine 23 (1980) this year. I am including a copy of the City of North Pole's vehicle list. This is the same report that was prepared by our insurance company and presented by the Fire Department at our budget workshop last year.
 - Chief Coon thanked the Council for the small increase to the fleet fund for 2019 but this is yet another reminder that the City must be diligent about increasing fleet funds for the Fire Department and transferring any unexpended funds from 2018 into the fleet fund so we can afford to replace our rolling stock.
- **Mr. Thompson** asked if there is a state contract or anything similar for the purchase of emergency equipment when it comes to fire service. Chief Coon replied there is and the Fire Department recently used the Houston Galveston contract for the new ambulance.

Finance, Tricia Fogarty (Audio 26:11)

- The sales tax and mill rate chart is on the dais for you. What was put in the budget books was not correct.
- Financials are also on the dais this evening.
- **Mr. Thompson** asked about insurance for each department because going through the financials, it looks like the majority is paid at the beginning of the year. Ms. Fogarty replied that yes, insurance is paid for the year at the beginning of the year and departments can use what is left in their budget throughout the year if needed via a fiscal note or budget amendment.

Director of City Services, Bill Butler (Audio 31:29)

- Moose Creek Update Presentation to Council.

4

- **Ms. Welch** asked what options we have if we cannot get an easement from somebody. Mr. Butler replied that there mechanisms in place. We can take someone to court but we prefer not to. We prefer to work with the individuals.
- **Mr. Walley** asked if the best case scenario meant water delivery by 2022. Mr. Butler replied that the absolute best case delivery is 2020.

Borough Representative

None

City Clerk's Office, Judy Binkley (Audio 1:07:07)

- Thank you to all Council Members for submitting your APOC POFD filings on time!
- I have been working on the health insurance plan renewal and am working with our brokers to explore options to keep the plan affordable while maintaining the benefits we currently have.
- I will be on vacation for a week and a half immediately following our meeting this evening.

ONGOING PROJECTS

None

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 1:10:32)

- **Jeanne Olson**, 1891 Hollowell Road, North Pole – Spoke about air quality and the ESP (electrostatic precipitators). Ms. Olson offered to do a presentation to Council at their convenience about the ESPs because there is a lot of misinformation about them but they are one of the biggest solutions to the air quality issues.
- **Jeff Bartlett**, 1170 Salina Street, North Pole – Spoke about the launch of a new church.

OLD BUSINESS

None

Public Comment

None

NEW BUSINESS

RESTAURANT DESIGNATION PERMIT APPLICATION FOR MOODY BREWS BBQ & CATERING. (Audio 1:32:55)

Mayor Welch introduced the application.

Public Comment

None

Mr. Thompson *moved to Approve the Restaurant Designation Permit Application for Moody Brews BBQ & Catering.*

Seconded by Ms. Welch

Discussion

Mr. Walley asked about the time period that the delinquent utility amount covered. Ms. Fogarty replied that is for December and January as February isn't due until the end of this month. **Mr. Walley** asked if this customer has had issues in the past. Ms. Fogarty replied she did not pull the entire history but they have been behind previously, though not this badly. **Mr. Walley** asked about their taxes. Ms. Fogarty explained that they have not filed their December or January taxes and we do not know those dollar amounts because they have not filed. About a year and a half ago, we ended up serving a cease and desist because they had not filed their taxes.

Ms. Welch asked if they have come forward to explain their situation or ask for assistance of any kind. Ms. Fogarty replied that they have come in and left messages for the Mayor but he has not been successful in contacting them.

Mr. Walley *moved to Postpone the Restaurant Designation Permit Application for Moody Brews BBQ & Catering to the April 01, 2019 Council Meeting.*

Seconded by Ms. Welch

Discussion on the Postponement

Mr. Skipps asked if there was a deadline. Clerk Binkley replied that AMCO requires a response within 60 days of receipt.

PASSED

Yes: 6 – Skipp, Thompson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Isaacson

LIQUOR LICENSE RENEWAL FOR MOODY BREWS BBQ & CATERING. (Audio 1:49:11)

Mayor Welch introduced the renewal.

Public Comment

None

Mr. Thompson *moved to Not File a Protest for the Liquor License Renewal for Moody*

6

*Minutes
March 18, 2019*

NOT A VERBATIM TRANSCRIPT

Brews BBQ & Catering.

Seconded by Mr. Walley

Discussion

Mr. Walley moved to Postpone the Liquor License Renewal for Moody Brews BBQ & Catering to the April 01, 2019 Council Meeting.

Seconded by Mr. Thompson

Discussion on the Postponement

None

PASSED

Yes: 6 – Skipp, Thompson, Cromer, Walley, Welch, Welch

No: 0

Absent: 1 – Isaacson

COUNCIL COMMENTS

None

Mr. Thompson moved to adjourn the meeting at 8:58 p.m.

Seconded by Mr. Cromer

The regular meeting of Monday, March 18, 2019 adjourned at 8:59 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, April 01, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

**CITY OF NORTH POLE
ORDINANCE NO. 19-05**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2019 OPERATING BUDGET AND OTHER
FUNDS**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and,

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal note to be attached to this ordinance for the purpose managing the City budget.

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of ____, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompanying Ordinance/Resolution: SB 142 Crime Prevention

Originator / sponsor: Chief Dutra

Date: March 12, 2019

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

FUND	Account Description	Account #	Debit	Credit
32	SB 142 Crime Prevention - Exp	32-06-9-900	13,700.00	
32	SB 142 Crime Prevention - Rev	32-00-3-004		13,700.00

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

To approve and accept funding from the State of Alaska Legislative SB 142 Crime Prevention and Response and Equipment.

Prepared By: Tricia Fogarty **Date:** March 12, 2019

Finance Approval: Tricia Fogarty **Date:** March 12, 2019

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.



North Pole Police Department

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



March 4, 2019

To: Honorable Mayor Welch
North Pole City Council

Re: Authorization to accept Legislative funding \$13,700

I am requesting that the North Pole City Council authorize the Mayor to sign an agreement accepting \$13,700 in legislative funding from the Capital Budget SB142. These funds were allocated in 2017-18 legislative session to be used to help local communities respond to crime.

We were awarded funding to pay for ballistic plates for department active shooter vests and funding for Anti-Theft Campaign to include PSA's to help prepare our citizens to protect their assets in case of a theft.

Thank you for your time.


Chief Steve Dutra



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Public Safety

DIVISION OF ALASKA STATE TROOPERS
Office of the Director

5700 East Tudor Road
Anchorage, Alaska 99507-1225
Main: 907.269.5641
Fax: 907.269.5079

March 11, 2019

Chief Dutra
125 Snowman Lane
North Pole, AK 99705

Dear Chief Dutra:

During the last legislative session and as part of SB 142 (Capital Budget) the Department of Public Safety (DPS) was allotted \$2 million for Crime Prevention and Response and Equipment. The money was intended to be used to coordinate with local law enforcement agencies statewide to help local communities prevent and respond to crime in an effort to reduce drug related crimes, car thefts, and violent crimes.

DPS established a process to collect and evaluate requests from the local law enforcement agencies. The process established that the funds would be distributed as reimbursement and that upon approval your agency would have to make the purchase and DPS would reimburse the preapproved cost when an itemized receipt was provided to DPS.

Your submitted request(s) for reimbursement funding was reviewed and the following was approved for reimbursement:

- 1) \$4,100 for the purchase of Ballistic Plates
- 2) \$9,600 for the purchase of ProTech DNA Kits and PSAs

The approved items must be to be ordered no later than June 30, 2019.

The itemized receipts verifying purchase will need to be submitted to Lt. Sims by December 31, 2019.

If you will not be able to meet the above deadlines, please contact Lt. Sims.

Send all itemized receipts for reimbursement to Alaska State Troopers, 5700 East Tudor Road, Anchorage, AK 99507 Attention: Lt. Cornelius Sims

Crime Prevention and Response Reimbursement

Page 2

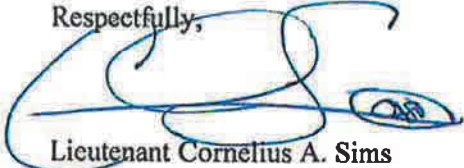
March 11, 2019

If you have any questions, please contact Lt. Sims (cornelius.sims@alaska.gov) or 907-375-7761.

Any equipment/purchases subject to reimbursement under SB 142 must be used for lawful purposes only and reimbursement by the state is not intended to impose any duty or responsibility on the state to monitor or supervise the use of the equipment or to maintain or replace it.

Please review, sign, and return the attached Agreement of Reimbursement.

Respectfully,



Lieutenant Cornelius A. Sims
Director's Staff
Division Planning

ALASKA DEPARTMENT OF PUBLIC SAFETY ARGEMENT OF REIMBURSEMENT

The Alaska Department of Public Safety agrees to reimbursement to the City of North Pole Police Department as follows:

- 1) \$4,100 for the purchase of Ballistic Plates
- 2) \$9,600 for the purchase of ProTech DNA Kits and PSAs

The approved items must be to be ordered no later than June 30, 2019.

The itemized receipts verifying purchase will need to be submitted to Lt. Sims by December 31, 2019.

Send all itemized receipts for reimbursement to Alaska State Troopers, 5700 East Tudor Road, Anchorage, AK 99507 Attention: Lt. Cornelius Sims

Any equipment/purchases subject to reimbursement under SB 142 must be used for lawful purposes only and reimbursement by the state is not intended to impose any duty or responsibility on the state to monitor or supervise the use of the equipment or to maintain or replace it.

IN WITNESS OF THIS AGREEMENT, the undersigned duly authorized officers have subscribed their names on behalf of the Department and the City respectively.

For the City of North Pole:

By _____
Printed Name _____
Official Title _____
Date _____

For the Department of Public Safety:

By _____
Printed Name _____
Official Title _____
Date _____

**CITY OF NORTH POLE
ORDINANCE NO. 19-06**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND THE 2019 OPERATING BUDGET AND OTHER
FUNDS**

WHEREAS, changes to the public services practices and policies is a continually changing requirement; and,

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal note to be attached to this ordinance for the purpose managing the City budget.

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this ____ day of ____, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompanying Ordinance/Resolution: JAG Grant Amendment

Originator / sponsor: Chief Dutra

Date: March 12, 2019

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

FUND	Account Description	Account #	Debit	Credit
11	Wages Full Time	11-19-1-004	12,833.00	
11	Over Time	11-19-1-007	2,000.00	
11	Benifits	11-19-1-003	717.00	
11	PERS	11-19-1-004	1,300.00	
11	Health Insurance	11-19-1-013	2,250.00	
11	Grant Revenue	11-00-3-900		19,100.00

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

To authorize the Edward Byrne Memorial Justice Assistance Grant amendment one to increase grant funding by \$19,100.00 for personnel and fringe.

Prepared By: Tricia Fogarty **Date:** March 12, 2019

Finance Approval: Tricia Fogarty **Date:** March 12, 2019

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

STATE OF ALASKA
Department of Public Safety
Division of Administrative Services

GRANT AMENDMENT

GRANTEE			DEPARTMENT		
NAME: City of North Pole			NAME: Department of Public Safety		
ADDRESS: 125 Snowman Lane			ADDRESS: 5700 E. Tudor Road		
CITY: North Pole, AK 99705			CITY: Anchorage, AK 99502		
CONTACT: Jeremy Lindhag			CONTACT: April Carlson		
TITLE: Lieutenant			TITLE: Grants Manager 02.28.19		
PHONE: 907-488-6902			PHONE: 907-269-5082		
EMAIL: jlindhag@northpolepolice.org			EMAIL: april.carlson@alaska.gov		
AWARD INFORMATION					
PROJECT NAME: Multi-jurisdictional Task Force			GRANTEE DUNS: 015680010		
PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG)			GRANT AWARD: 19-JAG1		
FEDERAL AWARD: 2017-DJ-BX-0056			PROGRAM CFDA: 16.738		
AWARD AMOUNT: \$101,200.00			REQUIRED MATCH: No		
PROJECT START: July 1, 2018			RISK ASSESSMENT: Yes		
EXTEND DATE: June 30, 2019					
BUDGET AMENDMENT					
Cost Category	Original AMOUNT	Amend One	Amend Two	Amend Three	Amended Budget
Personnel	51,579.00	14,833.00	-	-	66,412.00
Fringe	30,521.00	4,267.00	-	-	34,788.00
TOTAL \$	82,100.00	\$ 19,100.00	\$ -	\$ -	\$ 101,200.00
AMENDMENT JUSTIFICATION					
Amend One: The original budget funded one investigator position at 100% for 9 months due to funding availability. Additional funds are now available to increase personnel and fringe for an additional 3 months to complete the project.					
GRANTEE AUTHORIZATION			DEPARTMENT AUTHORIZATION		
NAME/TITLE:			NAME/TITLE:		
Michael Welch, Mayor			Colonel Barry Wilson, Director		
SIGNATURE:			SIGNATURE:		
DATE:			DATE:		

BUDGET SUMMARY

BUDGET CATEGORY	AMOUNT
Personnel	\$ 66,412.00
Fringe	\$ 34,788.00
	\$ -
	\$ -
	\$ -
TOTAL \$ 101,200.00	



MEMORANDUM

City of North Pole Clerk's Office

Judy L. Binkley, City Clerk

TO: Mayor Welch and City Council Members
FROM: Judy L. Binkley, City Clerk *JLB*
SUBJECT: Application for Restaurant Designation Permit
DATE: March 13, 2019

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for a Restaurant Designation Permit for Moody Brews BBQ & Catering. The City Council has the authority to approve or disapprove the application.

The City Council is provided information on any complaints regarding the establishment from the Police Department, Fire Department, and also if they are up to date with their City business license, water & sewer, and all sales tax.

As of this date, the establishment is past due on their Utility account which has a balance of \$1461.02 and have not filed December 2018 or January 2019 taxes, which are also past due. There are no other departmental objections.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A **detailed floor plan** of the proposed designated and undesignated areas of the licensed business and a **menu** or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Steven + Julie Moody				
License Type:	Restaurant / Eating Place	License Number:	2985		
Doing Business As:	Moody brews bbg + Catering				
Premises Address:	211 cross way				
City:	North Pole	State:	AK	ZIP:	99705
Contact Name:	Julie Moody	Contact Phone:	907-460-7109		

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☐ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☐ Employment for persons 16 or 17 years of age: AS 04.16.049(c)
- NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.



OFFICE USE ONLY					
Issue Date:		Transaction #:	15349	BRE:	825



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Additional Information

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday - Saturday 11am to 8pm

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes

☐

No

☒

If "Yes", describe the entertainment offered or available:



Food and beverage service offered or anticipated is:

☒

table service

☐

buffet service

☐

counter service

☐

other

If "other", describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes

☒

No

☐

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes

☒

No

☐



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-01 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.



Parking

Parlins

Yokan Drive

卷五

Printed 35x15

5

25/12/20
Kitchen

Boiler

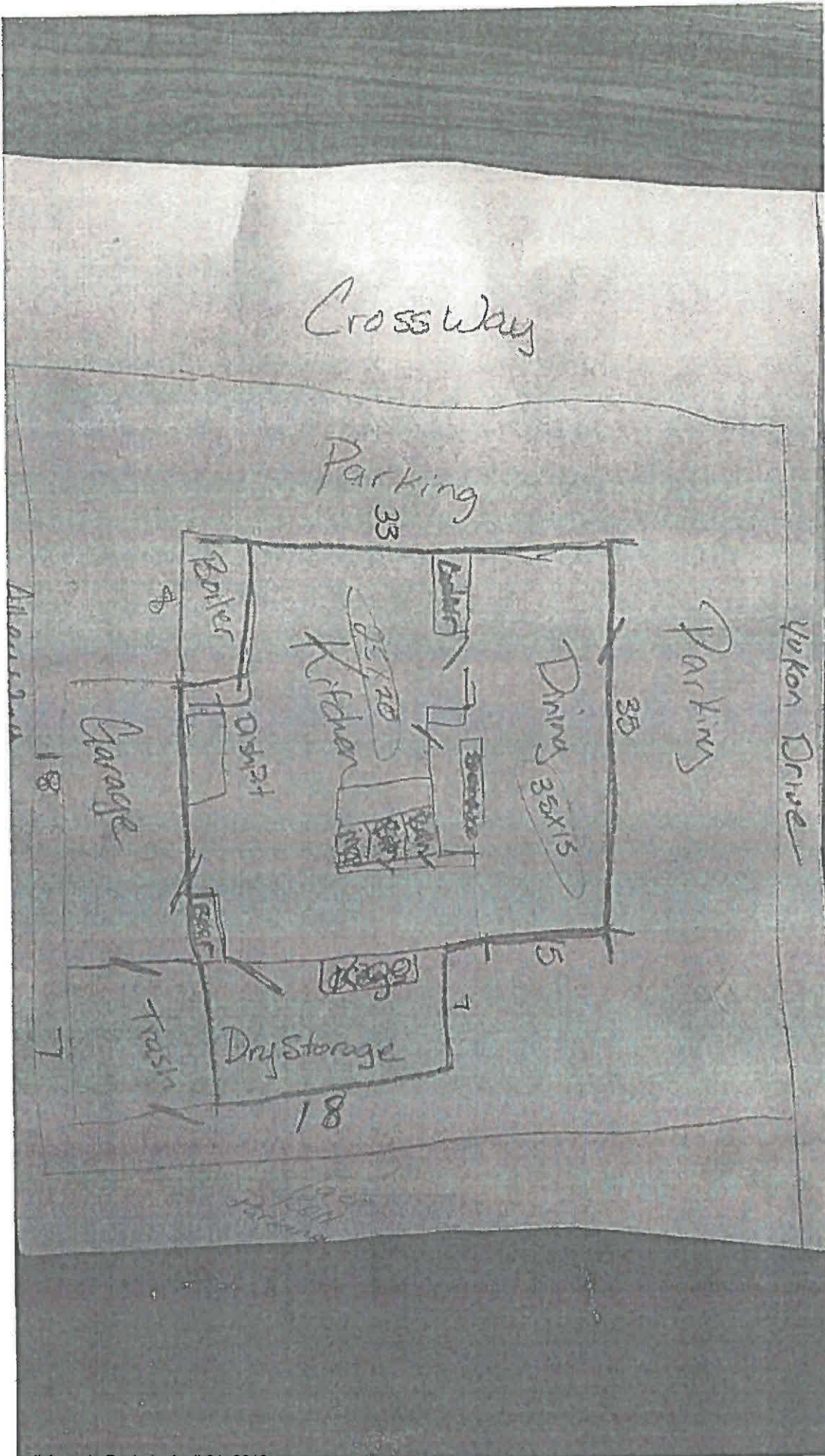
Dashit

Garage

Kegel

Dry Storage

RECEIVED
OCT 09 2010
MULLEN, Michael [unclear] OFFICE
STATE OF ALASKA





Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Certifications and Approvals

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Julie Moody
Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of

Alaska

My commission expires:

Dec 25 2020

Subscribed and sworn to before me this

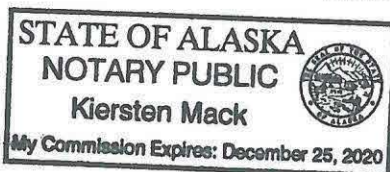
1

day of

April

, 20

17



Local Government Review (to be completed by an appropriate local government official):

Approved

Disapproved



Signature of local government official

Date

Printed name of local government official

Title



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Enforcement Recommendations:

AMCO Director Review:

Approved Disapproved

☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



Burgers

All burgers come w/FF
All burgers are 1/3 Pound

1 Canadian Blast

Hand Carved Burger with Canadian
bacon Pineapple Swiss served w/ sauce

\$ 12.00

2 North Slope

Bacon Cheeseburger w/ In house
Smoked Bacon & Smoke Gouda served w/ (Tom Lett Pick)

\$ 13.50

3 Plains Blizzard Burger

Hand crafted Burger

w/ TLP \$ 11.00

w/ Cheese \$ 11.50

4. Weekly Special Burger (Starts June)

Hand Crafted burger
topped w/ ~~Bacon~~ Smoked Meats & Cheeses

14.00

5. Husky Burger

Twin Patty Hoagie style
w/ TLP choice of Cheese & Smoked Bacon

16.00

Dinner

1. Smoked Chicken 1/4 or 1/2 Chicken smoked
grilled and served Hot w/ 2 sides and homemade
dinner Roll 1/4 \$ 11.50
1/2 \$ 14.50

2. Pull Pork Pie
1/2 Pound Uniquely Smoked and sauced
Pork butt seasoned and served in Home made
Pie shell Choice 2 sides with homemade
dinner Roll \$ 15.50

3. Brisket Steak Royale
1/2 Pound Slow Smoked Separated from the
deckle (that's right you want Deckle order the
burnt Ends) Lean meat sized to order
served w 2 side and Homemade Dinner roll
\$ 18.50

4. Smoked NY Strip Loin Steak
Slow smoked NY Strip sliced
and grilled to order 12oz cut
served w/ Garlic Bread, Butter Sauce
and 2 sides \$ 21.50

5. Savory Smoked Baby back Ribs
served w/ 2 sides and Homemade Dinner Roll 1/2 \$ 16.00
Whole \$ 27.50

Sandwiches

Choice of beans, slaw, ~~potato~~
maoscheese, FF

1. Pull Pork Sand -

Slow smoked Served w/
Carolina-Lexington Butt Sauce Choice side
\$ 12.50

2. Candian Cristo ~

Egg battered Texas toast, grilled
with Canadian Bacon, smoked Turkey Breast
Swiss american Cheeses served w/ special sauce
\$ 13.50

3. Porkloin Sand -

Smoked whole Grilled to order
Served on bun \$ 10.50

4. Brisket on d hoagie

Slow smoked Brisket stripped
Dipped and Served on a hoagie
\$ 13.50

Sandwiches

Choice of beans, slow, potse
maaschese, FF

1. Pull Pork Sand -

Slow smoked Served w/
Carolina-Lexington Butt Sauce Choice side

\$ 12.50

2. Candian Cristo ~

Egg battered Texas toast, grilled
with Canadian Bacon, smoked Turkey Breast
Swiss american Cheeses Served w/ special sauce

\$ 13.50

3. Porkloin Sand -

Smoked whole Grilled to order
Served on bun

\$ 10.50

4. Brisket on a hoagie

Slow smoked Brisket stripped
Dipped and Served on a hoagie

\$ 13.50

Beers & Wine

~~Bottled~~

MGD \$4.00

Coorslight

Miller Light

Corona

On tap

6 handles

Home brews

\$5.50

Wine

Bearfoot

4.50

Glass

Sodas & Tea

Pepsi

Diet Pepsi

Sierra mist

Mountain Dew

Sweet Tea

Un sweet Tea

\$2.50

Refill 1.00
max 2

gssmith203@

Alaska.edu



MEMORANDUM

City of North Pole Clerk's Office

Judy L. Binkley, City Clerk

TO: Mayor Welch and City Council Members

FROM: Judy L. Binkley, City Clerk 

SUBJECT: Application for Liquor License Renewal

DATE: March 13, 2019

An application has been received by the State Alcohol and Marijuana Control Office (AMCO) for a liquor license renewal for the following:

License Type:	Restaurant/Eating Place	License Number:	2985
Licensee:	Steven & Julie Moody		
Doing Business As:	Moody Brews BBQ & Catering		

AMCO is required under Alaska Statute to notify the City in writing that this establishment is renewing their liquor license so the City Council can file a "protest" if they so desire.

The City Council is provided information on any complaints regarding the establishment from the Police Department, Fire Department, and also if they are up to date with their City business license, water & sewer, and all sales tax.

As of this date, the establishment is past due on their Utility account which has a balance of \$1461.02 and have not filed December 2018 or January 2019 taxes, which are also past due. There are no other departmental objections.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

March 4, 2019

City of North Pole

Attn: Kathy Weber

Via Email: kathy.weber@northpolealaska.org

Cc: kmajor@fnsb.us

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License Number:	2985
Licensee:	Steven & Julie Moody		
Doing Business As:	Moody Brews BBQ & Catering		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Moody Brews BBQ & Catering	License Number:	2985
License Type:	Restaurant or Eating Place		
Examiner:	JOHN	Transaction #:	1037465

Document	Received	Completed	Notes
AB-17: Renewal Application	2/22	3/2/19	Missing Page 1
App and License Fees	2/22	2/22/19	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	2/22	2/28/19	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee	2/22/19	2/22/19	

Names on FP Cards:	
--------------------	--

Yes No

Selling alcohol in response to written order (package stores)?

☒ ☒

Mailing address and contact information different than in database (if yes, update database)?

☒ ☐

In "Good Standing" with CBPL (skip this and next question for sole proprietor)?

☒ ☒

Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?

☒ ☒

LGB 1 Response:

LGB 2 Response:

☐ Waive
 ☐ Protest
 ☐ Lapsed
 ☐ Waive
 ☐ Protest
 ☐ Lapsed



Alaska Alcoholic Beverage Control Board

Restaurant or Eating Place License

Form AB-17a: 2019/2020 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing restaurant or eating place liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Steven and Julie Moody	License #:	2985
License Type:	Restaurant or Eating Place	Statute:	AS 04.11.100
Doing Business As:	Moody Brews BBQ & Catering		
Premises Address:	211 Cross Way		
Local Governing Body:	City of North Pole (Fairbanks North Star Borough)		
Community Council:	None		

Mailing Address:	211 Cross Way		
City:	North Pole	State:	Alaska
		ZIP:	99705

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual must be a licensee who is required to be listed in and authorized to sign this application.

Contact Licensee:	Julie or Steven	Contact Phone:	907-385-0550
Contact Email:	moodybrewsbbq@gmail.com		

Optional: If you wish for AMCO staff to communicate with individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:		Contact Phone:	
Contact Email:			

[Form AB-17a] (rev 09/17/2018)

Page 1 of 4





Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. You may view your entity's status or find your CBPL entity number by visiting the following site: <https://www.commerce.alaska.gov/cbp/main/search/entities>. General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	
-----------------------	--

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

--

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a corporation, the following information must be completed for each stockholder who owns 10% or more of the stock in the corporation, and for each president, vice-president, secretary, and managing officer.
- If the applicant is a limited liability organization, the following information must be completed for each member with an ownership interest of 10% or more, and for each manager.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each partner with an interest of 10% or more, and for each general partner.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Julie Moody		
Title(s):	owner	Phone:	907-461-2109
Mailing Address:	P.O. Box 56779	% Owned:	50
City:	North Pole	State:	Alaska
		ZIP:	99705

Name of Official:	Steven Moody		
Title(s):	owner	Phone:	907-461-2109
Mailing Address:	P.O. Box 56779	% Owned:	50
City:	North Pole	State:	Alaska
		ZIP:	99705

Name of Official:	Sole Proprietor		
Title(s):		Phone:	
Mailing Address:		% Owned:	
City:		State:	
		ZIP:	

Form AB-17a (rev 09/17/2018)
License #2985 DBA Moody Brews BBQ & Catering



Page 2 of 4



Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 3 - Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an individual or multiple individuals and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate (spouse)

Name:	Steven Moody		Contact Phone:	907-530-2923	
Mailing Address:	1375 Atigun St.				
City:	North Pole	State:	Alaska	ZIP:	99705
Email:	moodybrewsbbq@gmail.com				

This individual is an: ☒ applicant ☐ affiliate (spouse)

Name:	Julie Moody		Contact Phone:	907-460-7109	
Mailing Address:	1375 Atigun St.				
City:	North Pole	State:	Alaska	ZIP:	99705
Email:	moodybrewsbbq@gmail.com				

Section 4 - Alcohol Server Education

Read the line below, and then sign your initials in the box to the right of the statement:

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465.

Initials

JM

Section 5 - License Operation

Check a single box for each calendar year that best describes how this liquor license was operated:

The license was regularly operated continuously throughout each year.

The license was regularly operated during a specific season each year.

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.

2017 2018

☒ ☒

☒ ☒

☒ ☒

☐ ☐

[Form AB-17a] (rev 09/17/2018)

License #2985 DBA Moody Brews BBQ & Catering



Page 3 of 4

AMCO

FEB 28 2019



Alaska Alcoholic Beverage Control Board

Form AB-17a: 2019/2020 Restaurant Renewal License Application

Section 6 - Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

☐ ☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

☐ ☒

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 - Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

☐

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control (ABC) Board.

☐

I certify on behalf of myself or of the organized entity that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

☐

I am submitting as part of this application a completed copy of Form AB-33: Restaurant Receipts Affidavit, to provide evidence to the ABC Board that this establishment met the food sales requirement set forth in AS 04.11.100(e).

☐

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Signature of licensee

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of ALASKA
CUTTER T. RAGUSA
 State of Alaska
 My Commission Expires 3/28/2022
 Subscribed and sworn to before me this 19 day of FEB, 2019

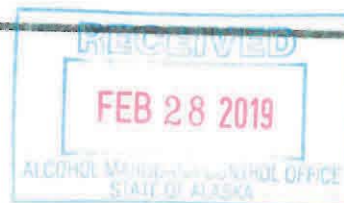
Seasonal License? ☐ Yes ☐ No

If "Yes", write your six-month operating period: _____

License Fee:	\$ 600.00	Application Fee:	\$ 300.00	TOTAL:	\$ 900.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					

[Form AB-17a] (rev 09/17/2018)

License #2985 DBA Moody Brews BBQ & Catering



Page 4 of 4

**CITY OF NORTH POLE
ORDINANCE 19-07**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO AMEND TITLE 2, ADMINISTRATION AND PERSONNEL
CHAPTER 36 PERSONNEL SYSTEM, SECTION 470
REGARDING PAY**

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

WHEREAS, Field Training Police Officers (FTO's) are exposed to significant liability while training police recruits and they take on an enormous risk which is normally compensated; and

WHEREAS, the standard, in almost all police agencies across the country, is a compensation related to the additional duty and risk associated with the training of a new police recruit; and

WHEREAS, the City of North Pole continues to address pay inequalities in order to increase the police department's ability to attract new hires with a progressive pay and benefits package that is consistent with other agencies in the Fairbanks and North Pole area; and

WHEREAS, the City Council will raise the hourly wage by \$2.00 an hour for police officers actively involved in the Field Training of police recruits.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole:

Section 1. This ordinance is of a general and permanent nature and shall be codified.

Section 2. Title 2 Administration and personnel, Chapter 36 Personnel systems is amended in the North Pole Code of Ordinances as by inserting the text in underlined red font:

2.36.470 Pay.

A. All City employees in the City service excluding the Mayor, contractual employees, casual employees and temporary employees shall be paid the monthly/hourly wage in accordance with the position classification title and date of hire or range, except that employees being promoted to positions of higher pay shall receive a start date adjustment that places them at the increased salary closest to their subsequent pay scale salary. Such adjustment shall be recorded in the employee's personnel file and shall be used throughout the employee's tenure of that position. Salaries of employees whose tenure exceeds the twenty-step pay plan shall receive a three percent annual salary increase.

B. Employees (excluding Fire Department personnel) working a regularly scheduled evening shift shall earn a pay differential hourly rate of \$1 (one dollar) an hour for hours worked from 3:00 p.m. to 10:00 p.m.

- 36 C. Employees (excluding Fire Department personnel) working a regularly scheduled night shift
37 shall earn a pay differential hourly rate of \$2 (two dollars) an hour for hours worked from 10:00
38 p.m. to 8:00 a.m.
- 39 D. The City Council shall review periodically the pay scale to recommend cost of living
40 increase adjustments as warranted and shall communicate back to the employees the outcome of
41 the review.
- 42 E. Employees will advance to the next pay step on the first full pay period of each year, except
43 for those new employees hired within the last quarter of the year. Employees hired within the last
44 quarter of the year will not be eligible for their annual step salary increases until the first full pay
45 period in January following their one-year anniversary.
- 46 F. Professional Development Step Salary Increases. Employees may earn horizontal step
47 increases for professional development as follows:
48

Accounts Receivable/Receptionist Clerk:

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

City Accountant:

Certified Public Accountant (CPA)	2 Steps
-----------------------------------	---------

City Clerk:

Certified Municipal Clerk (CMC)	2 Steps
Certificate in Human Resource Management	2 Steps
Master Municipal Clerk (MMC)	2 Steps

Dispatch/Evidence Technician:

Dispatch/Evidence Technician I	2 Steps
Dispatch/Evidence Technician II	2 Steps
Dispatch/Evidence Technician III	2 Steps

Firefighter Personnel:

(Engineer, Lieutenant, Captain, Deputy Fire Chief)

Firefighter II/EMT III 2 Steps

Fire Apparatus Driver/Operator 2 Steps

Fire Officer I 2 Steps

Firefighter II/MICP 2 Steps

Police Officer:

Police Officer I 2 Steps

Police Officer II 2 Steps

Police Officer III 2 Steps

Public Works Assistant:

Public Works Assistant I 2 Steps

Public Works Assistant II 2 Steps

Utility Assistant:

Utility Assistant I 2 Steps

Utility Operator I 2 Steps

Utility Operator II 2 Steps

Water Treatment Level III 1 Step

49

50 Criteria for professional development will be developed by department heads coordinated with
51 the Mayor and approved by the City Council. Current employees who meet the professional
52 development criteria for advancement at the time of adoption of Ordinance 04-05 will be
53 grandfathered in for longevity requirements. Initial placement in professional development track
54 will not be cumulative and will result in two step advancements only. Police Sergeants are
55 eligible for professional development advancement.

56 G. Newly hired employees shall be employed at the starting rate of the appropriate salary
57 range. However, in the case where unusual difficulty has been experienced in filling a vacancy,
58 or when the applicant is exceptionally qualified, on approval of Council the Mayor may direct

the starting salary above the minimum. Credit for prior years of similar service may be granted at the rate of two prior years of experience for one horizontal step increment.

H. Promotions. An employee who has received a promotion shall move vertically to the position classification slot designated in the step code promotion title. No vertical promotion shall exceed \$500 (five hundred dollars) a month increase. An employee shall be moved to the next highest slot under the promotion limit.

I. Overtime Pay. All time worked over the number of hours in the prescribed normal work week shall be compensated at one and one-half times the regular rate of pay. Employees who take leave during their prescribed work week are not eligible for overtime pay that week until they have actually worked over the number of hours normally scheduled to work.

J. Holiday Pay. Any employee who is required to work on a City-approved holiday will be paid two times the regular rate of pay (double time). When an employee works over the hours of a prescribed duty day (overtime) on a City-approved holiday, the employee will only be compensated at the double time rate.

K. Employees (excluding Fire Department Personnel) who are actively training a recruit employee shall earn a pay differential of \$2 (two dollars) an hour for every hour they are actively working as a Field Training Officer.

Revised Unified Pay Scale – Ordinance 17-09

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mayor		5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750
Police Chief		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
Fire Chief		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
City Clerk/HR		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
City Acct		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
Director of City Svs		4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
		26.30	27.09	27.90	28.74	29.60	30.49	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62	39.78	40.97	42.20	43.47	44.77	46.12
Police Lt.		4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
Dep Fire Chief		4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
		23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47
Records Mgr/Archivist		3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478
AR, AP, Utility Billing Clerk		3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478

Revised Unified Pay Scale – Ordinance 17-09

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Admin Asst Evidence Cust/Dispr																					
	3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478	
	18.02	18.56	19.12	19.69	20.28	20.89	21.52	22.16	22.83	23.51	24.22	24.94	25.69	26.46	27.26	28.07	28.92	29.78	30.68	31.60	
Public Works Supervisor																					
	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47	
Public Works Assistant																					
	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54	
Utility Supervisor																					
	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47	
Utility Operator																					
	3708	3819	3934	4052	4173	4299	4428	4560	4697	4838	4983	5133	5287	5445	5609	5777	5950	6129	6313	6502	
	21.39	22.03	22.69	23.37	24.07	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	31.41	32.35	33.32	34.32	35.35	36.42	37.51	
Utility Assistant																					
	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	

Revised Unified Pay Scale – Ordinance 17-09

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54	
Police Sergeant	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149	
	23.52	24.23	24.95	25.70	26.47	27.27	28.08	28.93	29.79	30.69	31.61	32.56	33.53	34.54	35.58	36.64	37.74	38.87	40.04	41.24	
Police Detective	3945	4063	4185	4311	4440	4573	4711	4852	4997	5147	5302	5461	5625	5793	5967	6146	6331	6520	6716	6918	
	22.75	23.43	24.14	24.86	25.61	26.37	27.16	27.98	28.82	29.68	30.57	31.49	32.44	33.41	34.41	35.44	36.51	37.60	38.73	39.89	
Police Officer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730	
	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57	32.51	33.49	34.49	35.53	36.59	37.69	38.82	
Police Officer Recruit																					
Wage at Academy	15.00																				
Fire Captain	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149	
19-day cycle	17.70	18.23	18.78	19.34	19.92	20.52	21.13	21.77	22.42	23.09	23.79	24.50	25.24	25.99	26.77	27.58	28.40	29.26	30.13	31.04	
Fire Lieutenant	3932	4050	4171	4297	4426	4558	4695	4836	4981	5130	5284	5443	5606	5774	5948	6126	6310	6499	6694	6895	
	17.07	17.58	18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.63	24.34	25.07	25.82	26.59	27.39	28.21	29.06	29.93	
Fire Engineer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730	

Revised Unified Pay Scale – Ordinance 17-09

Position	Range	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
		16.66	17.16	17.67	18.20	18.75	19.31	19.89	20.49	21.10	21.74	22.39	23.06	23.75	24.47	25.20	25.96	26.73	27.54	28.36	29.21
Firefighter		3347	3447	3551	3657	3767	3880	3996	4116	4240	4367	4498	4633	4772	4915	5063	5215	5371	5532	5698	5869
		14.53	14.97	15.41	15.88	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.11	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48
Overhire		12.52																			

Section 3. Effective date.

This ordinance shall become effective upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
_____ day of _____, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

Memo

To: Bill Butler, Director of City Services
From: Melanie Swanson, Utilities Billing Clerk
Date: 15 March 2019
Re: Michael and Amber Nolan Utility Account 5747.03 & Benjamin Merrell Utility Account 6127.03

This location of 112 E 6th Ave North Pole AK. 99705, L 2 B 29 Davis, under account 5747.03 Michael and Amber Nolan, was foreclosed on 8/22/2019, and placed into Mt. McKinley Bank's name account 5747.04. I followed up with Mt. McKinley earlier this month regarding the balance still owing on the Nolan's utility account of \$227.74, and the bank told me they were not going to pay someone else's debit or pass the debt on to the next lender. During this time there was an active lien on the property, so I am not sure how that did not come up during the foreclosure, as I have successfully collected monies owing on foreclosed homes with outstanding utility accounts.

The home is now under the ownership of Alaska Housing Finance Corp (according to FNSB records) and the utility is still in the name of Mt. McKinley. I have not been asked to change the name or responsible party for the current utility account 5747.04.

The balance on the Nolan's account 5747.03 \$227.74 seems to be a stalemate, and no one will pay it. I respectfully asked that this balance be written off as collection attempts seem futile going forward.

This location of 964 Marquette Loop North Pole AK. 99705, L 123 Stillmeyer, under account 6127.03 was closed on April 21, 2017 with a balance of \$5815.92. An email was sent to Zane Wilson regarding collecting money on this account. Before CS&G could file any collection paperwork (there was an active lien on property at this time), CitiMortgage Inc., foreclosed on property and the home was sold at auction, remodeled and sold to a new owner. Mailed attempts to Benjamin Merrell were returned by the United States Postal Service for varying reasons.

I respectfully ask again, that this balance be written off as past and any future collection attempts seem futile.

Respectfully Submitted,

Melanie Swanson

Utility Billing Clerk

**CITY OF NORTH POLE
ORDINANCE NO. 19-08**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
TO APPROVE THE AMENDED COOPERATIVE
AGREEMENT WITH THE US ARMY CORPS OF
ENGINEERS FOR THE ENGINEERING AND DESIGN OF
THE MOOSE CREEK WATER SYSTEM EXPANSION
PROJECT AND ASSOCIATED FISCAL NOTE**

WHEREAS, changes to the public service practices and policies is a continually changing requirement; and,

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

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

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

WHEREAS, in Resolution 17-5 the Council stated its willingness to extend its water system to the community of Moose Creek and in Ordinance 19-01 the Council approved a fiscal note supporting Phase 1 of the project--the initial design study for the extension of the water system to the community of Moose Creek and Phase 2 of the Moose Creek water system expansion project will complete the engineering and design for the project.

WHEREAS, the City and US Army Corps of Engineers negotiated a mutually agreeable amendment to their existing cooperative agreement to complete the engineering and design for the Moose Creek Water System Expansion Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves the amended cooperative agreement with the US Army Corps of Engineers to complete the engineering and design for the Moose Creek Water System Expansion Project and the associated budget modification required to fund this activity.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
____ day of ____ 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year: 2019

Accompanying Ordinance/Resolution: Ordinance 19-08 Moose Creek Water System

Originator / sponsor: Bill Butler

Date: 03/28/2019

Does the Ordinance or Resolution have a fiscal impact? ☒ yes ☐ no

FUND	Account Description	Account #	Debit	Credit
43	Engineering	43-07-2-206	2,121,443	
43	Legal Fees	43-07-2-225	24,000	
43	Administration	43-07-2-201	342,411	
43	Wages - Full Time	43-07-1-001	45,535	
43	Benifits	43-07-1-003	1,021	
43	PERS	43-07-1-003	10,018	
43	Health Insurance	43-07-1-013	5,571	
43	Revenue	43-00-3-311		2,550,000

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

Amending the exiting cooperative agreement with USACE will provide the funding to support the completion of engineering and design for the Moose Creek Water System.

Prepared By: Bill Butler  Date: 3/28/2019

Finance Approval: Tricia Fogarty  Date: 3/28/2019

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

Draft
**WATER SUPPLY AND DISTRIBUTION
SYSTEM DESIGN
MOOSE CREEK, ALASKA
10 January 2019**

Total Project Cost Ceiling \$2,550,000

Modified 27 March 2019

1.0 SUBJECT

This Cooperative Agreement is to provide details of work to be performed by the City of North Pole, Alaska (Cooperator) in support of Air Force Civil Engineer Center (AFCEC) through a cooperative agreement administered by the U.S. Army Corps of Engineers, Alaska District (USACE-AK). Activities include the design of a water supply line from North Pole Water Distribution System (WDS) and a local distribution, pump house, and storage system for Moose Creek, Alaska in support of the Eielson Air Force Base (EAFB) Environmental Restoration Program.

In accordance with FAR 7.503(e), projects provided for execution under this cooperative agreement (CA) by USACE do not include any functions to be performed that are inherently governmental. This determination is made with the assessment that places emphasis on the degree to which conditions and facts restrict the discretionary authority, decision-making responsibility, or accountability of Government officials using cooperator services or work products.

2.0 PURPOSE

The purpose of this agreement is to establish the relationships, responsibilities, and activities to design a water supply line from North Pole WDS and a local distribution, pump house, and storage system for Moose Creek, Alaska. The design of the water supply and distribution system is necessary to meet the Remedial Action Objective (RAO) for Moose Creek under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Process.

3.0 AUTHORITY *(Additional authorities may be added)*

Cooperative Agreements are entered into with USACE under the following authorities:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes Office of Management and Budget (OMB) Guidance and Cost Principles (formerly OMB Circular A-110) Title 10 U.S.C. 2701d Environmental Restoration Program;
- Title 32 – National Defense, Chapter 1 - Office of the Secretary of Defense,
 - Part 21 - DOD Grants and Agreements (32CFR21.100-680);
 - Part 22 - DOD Grants and Agreements - Award and Administrations (32CFR22.100-825);
 - Part 32 - DOD Administrative Requirements for Grants and Agreements with

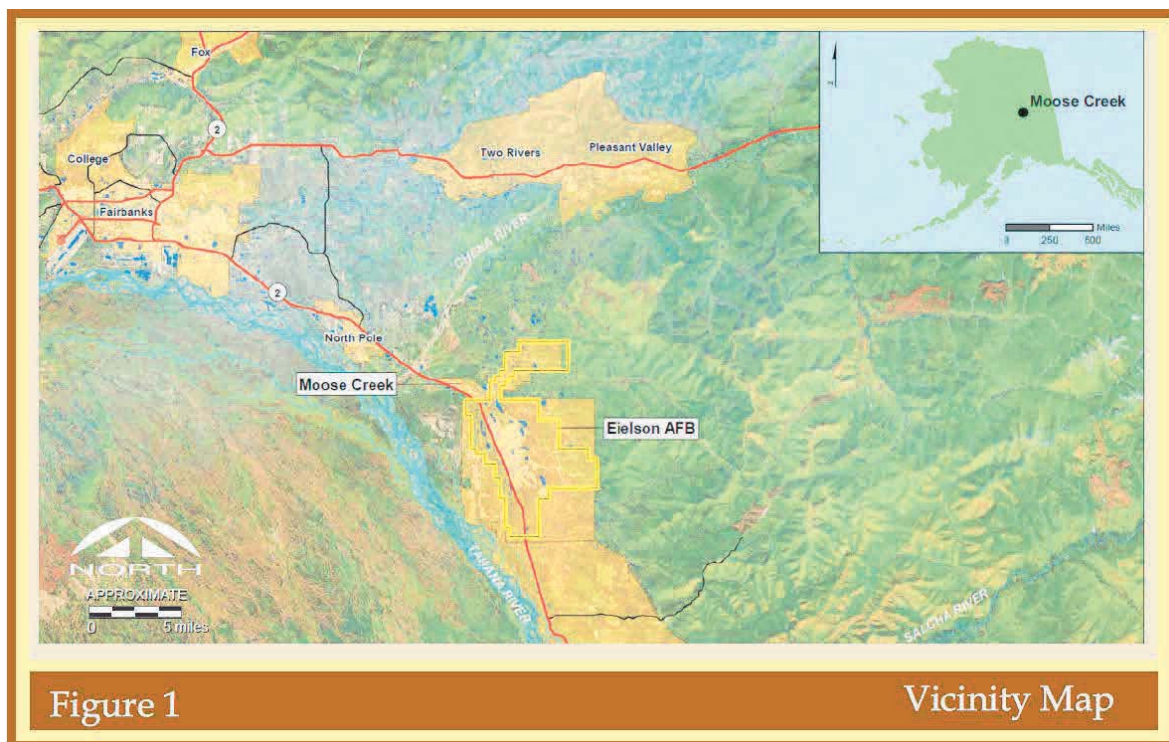
- Institutions of Higher Education Hospitals, and Other Non-Profit Organizations (32CFR32.1-73);
- 10 USC 2701

4.0 BACKGROUND

4.1 Project Location

The community of Moose Creek is located adjacent to the northern edge of EAFB, east of Fairbanks, Alaska (Figure 1). The Community of Moose Creek lies approximately 120 miles south of the Arctic Circle, 21 miles southeast of Fairbanks, and 7 miles southeast of the city of North Pole.

Approximately 750 people live in the Community of Moose Creek, and land use includes both residential and commercial activities. Nearby EAFB is an active military installation that has been used for military operations since its establishment in 1944. The community of Moose Creek was originally settled as a result of the growth of EAFB and the nearby community of North Pole, and remains a primarily residential community. Drinking water in the community has historically been supplied by shallow wells located on the individual properties. Future land use is expected to be primarily residential in nature.



4.2 Project Description

The RAO for Moose Creek is to protect human health by preventing human ingestion of perfluorooctanesulfonic acid (PFOS) or perfluorooctanoic acid (PFOA) contaminated groundwater that exceeds the 2016 lifetime health advisory (LHA) value of 0.07 µg/L and

ADEC groundwater clean-up levels of 0.40 µg/L. In support of this objective, this project, in coordination with multiple stakeholders, shall prepare a complete design of a water supply line from North Pole WDS and local distribution, pumphouse, and storage within Moose Creek. The potable water shall be supplied by the Municipality of North Pole Water Treatment Plant located in North Pole. The design shall include a new water main that will carry water to the Community of Moose Creek as per Figure 2 or an alternative route based upon the Cooperator's engineering recommendation. The North Pole water supply is located approximately 5 miles downgradient of Moose Creek. An additional greensand filter will be provided, and higher capacity pressure pumps may be required, in the North Pole WTP to increase the capacity for the additional demands in Moose Creek. The capacity of the wells and well pump will also be reviewed.

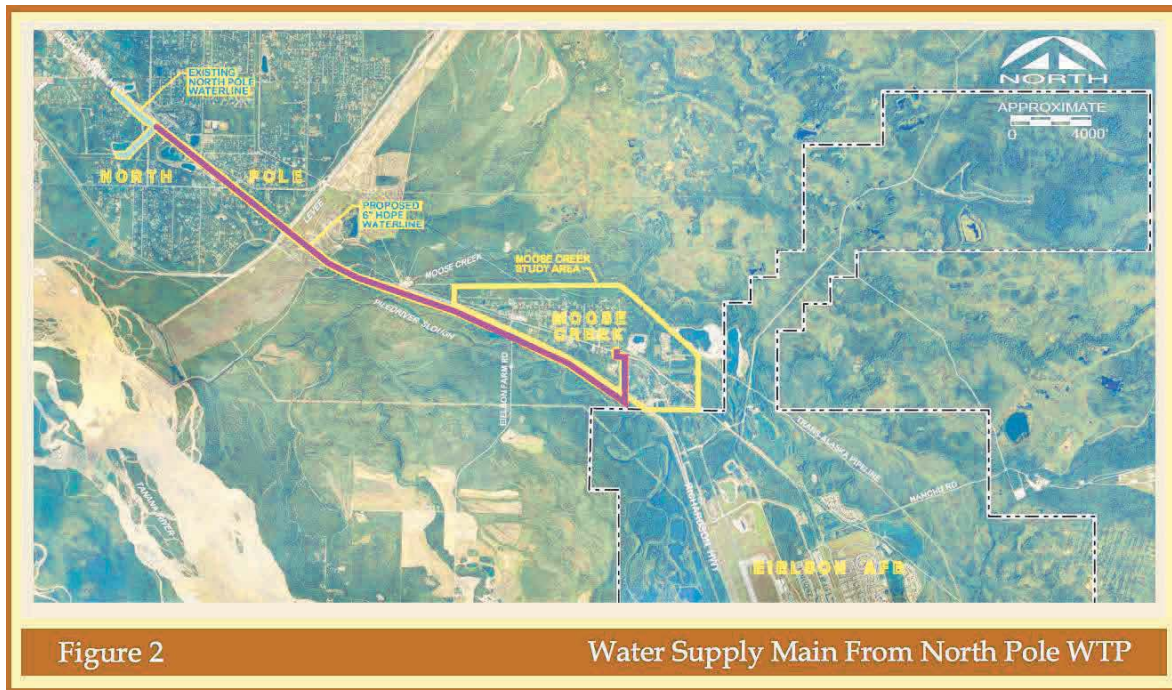
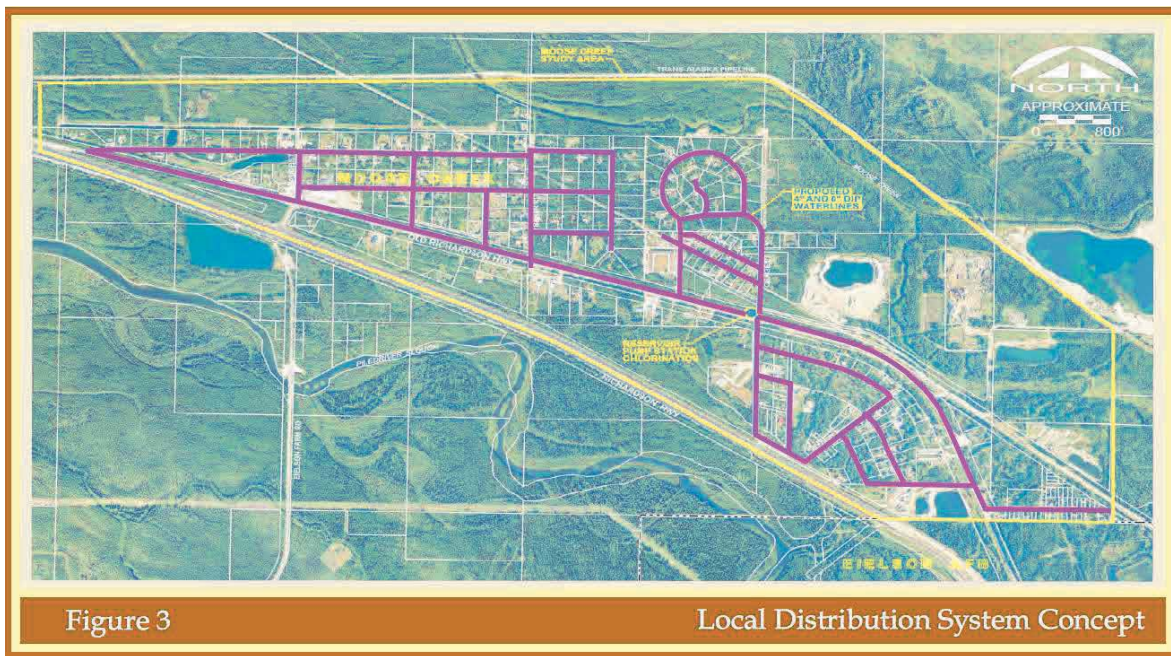


Figure 2

Water Supply Main From North Pole WTP

The design shall include a local distribution system, storage tank, and a circulation/heating pumping station (Figure 3). The new storage tank will allow the servicing of local demands and provide emergency storage if the tie to the existing North Pole WTP is temporarily unavailable. The local distribution system will need to be pressurized and circulated with heat input to prevent freezing during winter. Local connections will be made to properties in the Community of Moose Creek.

Prior to the Alaska District Army Corps of Engineers entering into this cooperative agreement the City of North Pole already had an arrangement with PDC Engineers to execute this agreement. The Alaska District Army Corps of Engineers neither endorses or opposes the City of North Poles' use of PDC and did not participate in the selection of PDC for this project. The Corps of Engineers, Alaska District, believe that since PDC was the designing firm of record for the project to which Moose Creek will tie into, the benefit of a more seamless transition is anticipated along with project familiarization. Therefore, the City of North Pole's use of PDC on this project complies with applicable procurement rules.



5.0 TASKS

TASK 1 PROJECT MANAGEMENT SUPPORT

The Cooperator shall designate a Project Manager who shall be the primary technical and managerial interface between the Cooperator, the USACE and AFCEC. The name of this person, and alternate, who shall act for the Cooperator when the Project Manager is absent, shall be designated in writing. The Project Manager or alternate will have full authority to act for the Cooperator on all agreement matters relating to daily operations. The Project Manager or alternate must be available during normal duty hours and to meet with government personnel within 24 hours of the request to discuss problems.

Task 1.1 Schedule

The Cooperator shall develop and maintain a project schedule that fully supports the technical approach and outlines the due dates for all major deliverables and milestones and integrates the Government's associated management, review, and oversight activities. The schedule shall be consistent with all orders, agreements, and regulations applicable to the work described in this SOW. The schedule shall be submitted within thirty (30) days of cooperative agreement award and updated as needed throughout the period of performance.

Task 1.2 Meeting Attendance

Progress Meetings

Progress meetings shall be held weekly at a minimum. In addition to task performance and

progress, Progress Meetings shall include a review of technical and/or programmatic issues, accomplishments, and forecasts. The Cooperator shall prepare an agenda and any relevant presentation materials and submit to the Government at least one (1) working day in advance of the scheduled meeting. The cooperator shall prepare and provide meeting minutes, including a list of all attendees, from progress meetings and submit to the Government within five (5) working days after the meeting.

Task 1.3 Monthly Status Report

The Cooperator shall provide a monthly status report that includes the following information:

- A description of milestones and deliverables
- Funds expended during the reporting period and cumulative to date
- Summary of work accomplished during the reporting period and percent complete
- Any issues or problems encountered along with their ultimate resolution
- Schedule of activities planned and estimated time to complete activities

This report shall be submitted along with the Cooperator's invoice and is due no later than the 10th day of each month. A monthly status report shall be submitted every month whether an invoice is submitted or not.

TASK 2 PLANNING SUPPORT

The overall objective of this task is to assist EAFB and AFCEC personnel and ensure project requests meet validated requirements; are in compliance with all applicable standards; are programmed at the lowest life cycle cost; achieve optimum resource efficiency and minimize damage to the natural and human environments. Work is expected to be performed in support of the following project; design a water supply line from North Pole WDS and a local distribution system, pumphouse, and storage for Moose Creek, Alaska.

The Cooperator shall organize, participate, and facilitate planning charrettes with stakeholders. Deliverables from the planning charrettes will include updated routing for water supply line from North Pole water distribution system, and Moose Creek distribution system, pumphouse, and storage, ~~Project Definition Index Rating (PDRI)~~, and Planning Charrette Minutes.

The Cooperator shall organize, participate, and facilitate public meetings and provide subsequent meeting minutes as necessary.

The Cooperator shall organize, participate, and facilitate review meetings with stakeholders to discuss comments generated at each submittal phase. Meeting minutes shall be provided.

TASK 3 ENGINEERING AND DESIGN

The overall objective of this task is to complete a full design of a water supply line from North Pole WDS and local distribution, pumphouse, and storage within Moose Creek, identification of required easements and assist the Cooperator in the acquisition of the needed easements, identification and acquisition of permits, identification of a suitable site

for the pump house and storage tank and assist the Cooperator in acquisition of the site. The design shall include a new water main that will carry water to the Community of Moose Creek as depicted in the conceptual site plan. An additional greensand filter will be included, and higher capacity pressure pumps may be required, in the North Pole WTP to increase the capacity for the additional demands in Moose Creek. The system shall be designed in accordance with UFC 3-230-01 and all other applicable laws, criteria, and regulations.

A civil engineer shall be responsible for the civil design. Work shall consist of the complete site design including but not limited to the following: earthwork, grading, drainage, minimal landscaping, utilities, and coordination with other disciplines. The engineer of record shall be licensed in the State of Alaska as a Civil Engineer.

Design shall take into consideration topography and natural characteristics of the area, including climatic conditions, prevailing winds, areas of snow accumulations, ect. Design shall provide a functional system requiring only routine maintenance through its design life.

Materials and installation specifications shall contain appropriate requirements per UFC 3-230-01 and those that have been established by the industry in its technical publications, such as ASTM, AWWA, WEF, and APWA standards. Requirements shall be set forth in the specifications for the pipe and methods of bedding and backfilling so as not to damage the pipe or its joints, impede cleaning operations and future tapping, nor create excessive side fill pressure or deformation of the pipe, nor seriously impair flow capacity. All bends, tees, wyres, plugs and other fittings will be constrained with thrust bolts, constrained joint piping or other approved means to prevent damage from pipe movement.

The Cooperator shall obtain all permits and approvals for the required construction and operation of the system.

The Cooperator shall follow all applicable Air Force, UFC, ADEC, state and federal criteria, regulations and requirements. Of particular note are:

Reference No.	Title	Date
ANSI/AWWA C150/A21.50-14	Thickness Design of Ductile-Iron Pipe	01 Sep 2014
ANSI/AWWA C600-17	Installation of Ductile-Iron Mains and Their Appurtenances	01 Jul 2017
ANSI/AWWA C906-15	Polyethylene (PE) Pressure Pipe and Fittings	01 Sep 2015
UFC 3-130-05	Utilities: Arctic and Subarctic Construction	16 Jan 2004
UFC 3-230-01	Water Storage, Distribution, and Transmission with Change 2	1 July 2014
UFC 3-230-03A	Water Supply	16 Jan 2004
UFC 3-230-13A	Water Supply Pumping Stations	16 Jan 2004

6.0 GENERAL SPECIFICATIONS

All reports and data generated under this cooperative agreement are the property of the government and distribution by the Cooperator to any source, unless previously authorized by the Air Force Technical POC, is prohibited.

The Cooperator shall not make available to the news media or publicly disclose any data generated or reviewed under this cooperative agreement. When approached by the news media, the Cooperator shall refer them to the AF Technical POC for response.

7.0 GOVERNMENT FURNISHED MATERIAL

Additional government furnished material includes:

- 1) Historical aerial imagery, if needed;
- 2) Current installation GIS data, if needed
- 3) Available environmental reports upon request
- 4) Community contact information

8.0 REPORTS AND DELIVERABLES

The Cooperator will provide a technical memorandum with concept (15% design) level plan. During the development of the concept memo and plan this contract will be amended so Cooperator will provide design drawings, geotechnical results and specification calculations used during the design process in bid-ready documents. Subsequently, the Cooperator will provide construction documents including drawings, specifications, cost estimates, and design reports for construction of a water supply line from North Pole Water Distribution System and a local distribution system, pumphouse, and storage for Moose Creek, Alaska.

Deliverable	Submission Instructions/Details	Deliverable Due Date
Concept Design Documents: 15% design technical memo with concept plan	E-mail/CD 5 hardcopies	two months from date of award
Project Schedule	E-mail	within thirty (30) days of cooperative agreement award
Meeting minutes	E-mail	within five (5) working days after the meeting
35% Design: Drawings, List of ROW and Easements required, Permitting Plan, Geotechnical Recommendations	E-mail/ 2 CDs 2 hardcopies	10 June 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	Email or ProjNet	30 days
65% Design: Drawings, Technical Specifications, Cost Estimate, Easement Documents	E-mail/2 CDs 2 hardcopies	19 August 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	TBD	30 days

95% Design: Drawings, Technical and Division 1 Specifications, Cost Estimate, ADEC Authorization to Construct Application	E-mail/2 CDs 2 hardcopies	18 October 2019
Response to USACE, AF, EPA, ADEC, and other Stakeholder Comments	TBD	30 days
100% Design: Drawings, Technical and Division 1 Specifications, ADEC Authorization to Construct	E-mail/CD 2 hardcopies	1 December 2019

9.0 POINTS OF CONTACT

9.1 The AF Technical Point of Contact for this project is:

Kevin Thomas
AFCEC/CZOP
10471 20th Street, Ste 345
JBER AK 99506
Phone: 907-552-4112
Email: kevin.thomas.1@us.af.mil

9.2 The USACE POC for Project Management is Teresa Lee. Cooperative Agreement questions should be addressed to the Grants Officer, Olen Northern. Correspondence should be addressed as follows:

Teresa Lee
U.S. Army Corps of Engineers
Environmental and Special Projects Branch
ATTN: CEPOA-PM-ESP
P.O. Box 6898
JBER, AK 99506-0898
Phone: 907-753-2681
Email: Teresa.A.Lee@usace.army.mil

Olen Northern
U.S. Army Corps of Engineers
Contracting Division
ATTN: CEPOA-CT
P.O. Box 6898
JBER, AK 99506-0898
Phone: (907) 753-2525
Email: Olen.R.Northern@usace.army.mil

10.0 PERIOD OF PERFORMANCE

The period of performance is twelve (12) months from date of award. The parties understand that should litigation be required to obtain easements, the period of performance may need to be extended.

11.0 ADDITIONAL TERMS AND CONDITIONS

i. Nondiscrimination

By signing this agreement or accepting funds under this agreement, the recipient assures that it will comply with applicable provisions of the following, national policies prohibiting discrimination. In addition the recipient assures that it will flow down these requirements to sub-recipients:

- a. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), as implemented by DOD regulations at 32 CFR part 195.
- b. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DOD regulations at 32 CFR part 196.
- c. On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- d. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOD regulations at 32 CFR part 56.

ii. Debarment and Suspension

The recipient agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the Department of Defense in 2 CFR part 1125. The recipient also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Subpart B of 2 CFR part 180 and the DOD implementation in 2 CFR part 1125.

iii. Environmental Standards

By signing this agreement or accepting funds under this agreement, the recipient assures that it will:

- a. Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.) and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971- 1975 Comp., p. 799] and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32

iv. Drug-Free Workplace

The recipient agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

v. Officials Not to Benefit

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit arising from it, in accordance with 41 U.S.C. 22.

1. Additional Administrative Requirements

i. 2 CFR 200.330 Sub-awards

Unless sections of this part specifically exclude sub-recipients from coverage, the provisions of this part shall be applied to sub-recipients performing work under awards if such sub-recipients are institutions of higher education, hospitals or other non-profit organizations.

ii. 2 CFR 200.305 Payments

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 “Rules and Procedures for Efficient Federal-State Funds Transfers” and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also § 200.302 Financial management paragraph (f). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard government-wide information collection requests to request payment.

(1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate

share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.

- (i) The Federal awarding entity shall pay the Cooperator in a timely fashion to ensure payment of contractors in accordance with federal requirements.
- (ii) The Cooperator cannot accept any payment method other than advance payment methods as described in paragraph (b)(1) above.

(2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and should comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1601).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per § 200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any sub-recipients in order to meet the sub-recipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the sub-recipient to meet the sub-recipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§ 200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or the following apply:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with § 200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

- (i) The non-Federal entity receives less than \$120,000 in Federal awards per year.
 - (ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - (iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - (iv) A foreign government or banking system prohibits or precludes interest bearing accounts.
- (9) Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the non-Federal entity for administrative expense.

(9) Except as noted elsewhere in this part, only the following forms shall be authorized for the recipients in requesting advances and reimbursements. DOD Components shall not require more than an original and two copies of these forms.

(i) SF-270, Request for Advance or Reimbursement. Each DOD Component shall adopt the SF-270 as a standard form for all non-construction programs when electronic funds transfer or predetermined advance methods are not used. DOD Components, however, have the option of using this form for construction programs in lieu of the SF-271,4 "Outlay Report and Request for Reimbursement for Construction Programs."

(ii) Payment Request. Payment Requests shall be submitted to the address below:

U.S. Army Corps of Engineers – Alaska District
Attn: CEPOA-PM-ESP (Lee)
P.O. Box 6898
Elmendorf AFB AK 99506-0898

Physical Address:
2204 Third Street
Elmendorf AFB, AK 99506)

(iii) Payment will be made via check and/or EFT from the following office:

U.S. Army Engineer District, Alaska
C/O USACE Finance Center
5720 Integrity Drive
Millington, TN 38054-5005

iii. 2 CFR 200.403 Allowable costs

(a) General. For each kind of recipient or sub-recipient of a cost-type assistance award, or each contractor receiving a cost-type contract under an assistance award, there is a set of

Federal principles for determining allowable costs. Allowability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs.

(b) Higher educational institutions. The allowability of costs incurred by institutions of higher education that may be recipients, sub-recipients, or contractors is determined in accordance with the provisions of 2 CFR 220, "Cost Principles for Educational Institutions,"

(c) State, Local and Indian Tribal Governments. The allowability of costs incurred by State, Local and Indian Tribal Governments that may be recipients, sub-recipients, or contractors is determined in accordance with the provisions of 2 CFR 225, "Cost Principles for State, Local and Indian Tribal Governments,"

(

(f) The Federal entity shall promptly evaluate all submitted costs and notify the Cooperator in a timely fashion of any disputed costs.

iv. 2 CFR 200.308 Revision of budget and program plans

(a) The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.

(b) Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.

(c)(1) For non-construction Federal awards, recipients must request prior approvals from Federal awarding agencies for one or more of the following program or budget-related reasons:

(i) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(ii) Change in a key person specified in the application or the Federal award.

(iii) The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

(v) The transfer of funds budgeted for participant support costs as defined in §200.75 Participant support costs to other categories of expense.

(vi) Unless described in the application and funded in the approved Federal awards, the sub-awarding, transferring or contracting out of any work under a Federal award, including fixed amount sub-awards as described in §200.332 Fixed amount sub-awards.

This provision does not apply to the acquisition of supplies, material, equipment or general support services.

(vii) Changes in the approved cost-sharing or matching provided by the non-Federal entity.

(viii) The need arises for additional Federal funds to complete the project.

(2) No other prior approval requirements for specific items may be imposed unless an exception has been approved by OMB. See also §§200.102 Exceptions and 200.407 Prior written approval (prior approval).

(d) Except for requirements listed in paragraph (c)(1) of this section, the Federal awarding agency is authorized, at its option, to waive prior written approvals required by paragraph (c) this section. Such waivers may include authorizing recipients to do any one or more of the following:

(1) Incur project costs 90 calendar days before the Federal awarding agency makes the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the Federal awarding agency makes the Federal award are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). See also §200.458 Pre-award costs.

(2) Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (d)(2)(i) through (iii) of this section apply. For one-time extensions, the recipient must notify the Federal awarding agency in writing with the supporting reasons and revised period of performance at least 10 calendar days before the end of the period of performance specified in the Federal award. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior Federal awarding agency approval when:

(i) The terms and conditions of the Federal award prohibit the extension.

(ii) The extension requires additional Federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(3) Carry forward unobligated balances to subsequent periods of performance.

(e) The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation.

(f) All other changes to non-construction budgets, except for the changes described in paragraph (c) of this section, do not require prior approval (see also §200.407 Prior written approval (prior approval)).

(g) For construction Federal awards, the recipient must request prior written approval promptly from the Federal awarding agency for budget revisions whenever paragraph (g)(1), (2), or (3) of this section applies.

(1) The revision results from changes in the scope or the objective of the project or program.

(2) The need arises for additional Federal funds to complete the project.

(3) A revision is desired which involves specific costs for which prior written approval requirements may be imposed consistent with applicable OMB cost principles listed in Subpart E—Cost Principles of this part.

(4) No other prior approval requirements for budget revisions may be imposed unless an exception has been approved by OMB.

(5) When a Federal awarding agency makes a Federal award that provides support for construction and non-construction work, the Federal awarding agency may require the recipient to obtain prior approval from the Federal awarding agency before making any fund or budget transfers between the two types of work supported.

(h) When requesting approval for budget revisions, the recipient must use the same format for budget information that was used in the application, unless the Federal awarding agency indicates a letter of request suffices.

(i) Within 30 calendar days from the date of receipt of the request for budget revisions, the Federal awarding agency must review the request and notify the recipient whether the budget revisions have been approved. If the revision is still under consideration at the end of 30 calendar days, the Federal awarding agency must inform the recipient in writing of the date when the recipient may expect the decision.

v. 2 CFR 200.310 through 2 CFR 200.316 property.

2 CFR 200.310 through 2 CFR 200.316 set forth uniform standards governing management and disposition of property furnished by the Federal Government and property whose cost was charged to a project supported by a Federal award. DOD Components shall require recipients to observe these standards under awards and shall not impose additional requirements, unless specifically required by Federal statute. The recipient may use its own property management standards and procedures provided it observes the provisions of 2 CFR 200.310 through 2 CFR 200.316

vi. 2 CFR 200.310 & 2 CFR 200.447 Insurance coverage.

The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property

owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

vii. 2 CFR 200.311 Real property.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

(b) *Use.* Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose, during which time the non-Federal entity must not dispose of or encumber its title or other interests.

(c) *Disposition.* When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives:

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

viii. 2 CFR 200.312 Federally-owned and exempt property.

(a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agency for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century."). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt federally-owned property means property acquired under a Federal award the title based upon the explicit terms and conditions of the Federal award that indicate the Federal awarding agency has chosen to vest in the non-Federal entity without further obligation to the Federal government or under conditions the Federal agency considers appropriate. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt federally-owned property acquired under the Federal award remains with the Federal government.

ix. 2 CFR 200.313 Equipment.

See also § 200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

- (1) Use the equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project.
- (2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.
- (3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) *Use.* (1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed

for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

- (i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then
 - (ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.
- (2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.
- (3) Notwithstanding the encouragement in § 200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal government retains an interest in the equipment.
- (4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) *Management requirements.* Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

- (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- (4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) *Disposition*. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

x. 2 CFR 200.314 Supplies.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other

organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

xi. 2 CFR 200.315 Intangible property.

(a) Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal government has the right to: (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA). (1) In addition, in response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)). (2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or

communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also do not include:

- (i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- (ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

xii. 2 CFR 200.316 Property trust relationship.

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal awarding agency may require the non-Federal entity to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

xiii. 2 CFR 200.317 through 2 CFR 200.326 Procurement standards.

2 CFR 200.317 through 2 CFR 200.326 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders.

Recipient responsibilities.

The standards contained in this section do not relieve the recipient of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the DOD Component that made the award, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Codes of conduct.

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

xiv. 2 CFR 200.319 Competition.

(a) All transactions must be conducted in a manner that provides competition to the maximum extent practicable. In order to ensure objective contractor performance and eliminate unfair competitive advantage, Master Cooperative Agreement recipients that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such requirements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate

description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

xv. 2 CFR 200.320 Procurement procedures.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;

- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
 - (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
- or

(4) After solicitation of a number of sources, competition is determined inadequate.

xvi. 2 CFR 200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

xvii. 2 CFR 200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

xviii. 32 CFR 32.49 Resource Conservation and Recovery Act.

Under the Resource Conservation and Recovery Act (RCRA) (section 6002, Pub. L. 94–580, 42 U.S.C. 6962), any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247–254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

xix. 2 CFR 200.333 through 2 CFR 200.337, Records

Sections 32.51 through 32.52 set forth the procedures for monitoring and reporting on the recipient's financial and program performance and the necessary standard reporting forms. They also set forth record retention requirements.

xx. 2 CFR 200.328 Monitoring and reporting program performance.

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also § 200.331 Requirements for pass-through *entities*.

(b) *Non-construction performance reports*. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

(1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.

(2) The non-Federal entity must submit performance reports using OMB-approved government-wide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(e) The Federal awarding agency may make site visits as warranted by program needs.

(f) The Federal awarding agency may waive any performance report required by this part if not needed.

xxi. 2 CFR 200.327 Financial reporting.

Unless otherwise approved by OMB, the Federal awarding agency may solicit only the standard, OMB-approved government-wide data elements for collection of financial information (at time of publication the Federal Financial Report or such future collections as may be approved by OMB and listed on the OMB Web site). This information must be collected with the frequency required by the terms and conditions of the Federal award, but no less frequently than annually nor more frequently than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes, and preferably in coordination with performance reporting.

xxii. 2 CFR 200.333 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub-recipient. Federal awarding agencies and pass-through entities

must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

xxiii. 2 CFR 200.334 Requests for Transfer of Records

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

xxiv. 2 CFR 200.335 Methods for Collection, Transmission and Storage of Information

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, the Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

xxv. 2 CFR 200.336 Access to records.

(a) *Records of non-Federal entities.* The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(b) Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(c) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

xxvi. 2 CFR 200.339 Termination.

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

(c) In the event of the termination of the Federal award by the Federal entity for any reason, the Federal entity shall pay all allowable costs as defined in this agreement incurred by the non-Federal entity prior to the termination of the agreement.

xxvii. 2 CFR 200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

xxviii. 2 CFR 200.341 Opportunities to object, hearings and appeals.

Upon taking any remedy for non-compliance, the Federal awarding agency must provide the non-Federal entity an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or pass-through entity must comply with any requirements for hearings, appeals or other administrative proceedings which the non-Federal entity is entitled under any statute or regulation applicable to the action involved.

xxix. 2 CFR 200.343 Closeout.

The Federal agency or pass-through entity will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed by the non-Federal entity. This section specifies the actions the non-Federal entity and Federal awarding agency or pass-through entity must take to complete this process at the end of the period of performance.

(a) The non-Federal entity must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by or the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity may approve extensions when requested by the non-Federal entity.

(b) Unless the Federal awarding agency or pass-through entity authorizes an extension, a non-Federal entity must liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

(c) The Federal awarding agency or pass-through entity must make prompt payments to the non-Federal entity for allowable reimbursable costs under the Federal award being closed out.

(d) The non-Federal entity must promptly refund any balances of unobligated cash that the Federal awarding agency or pass-through entity paid in advance or paid and that is not authorized to be retained by the non-Federal entity for use in other projects. See OMB Circular A-129 and see § 200.345 Collection of amounts due for requirements regarding unreturned amounts that become delinquent debts.

(e) Consistent with the terms and conditions of the Federal award, the Federal awarding agency or pass-through entity must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.

(f) The non-Federal entity must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.

(g) The Federal awarding agency or pass-through entity should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

xxx. 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

- (a) The closeout of a Federal award does not affect any of the following.
 - (1) The right of the Federal awarding agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or pass-through entity must make any cost disallowance determination and notify the non-Federal entity within the record retention period.
 - (2) The obligation of the non-Federal entity to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
 - (3) Audit requirements in Subpart F—Audit Requirements of this part.
 - (4) Property management and disposition requirements in Subpart D—Post Federal Award Requirements of this part, §§ 200.310 Insurance Coverage through 200.316 Property trust relationship.
 - (5) Records retention as required in Subpart D—Post Federal Award Requirements of this part, §§ 200.333 Retention requirements for records through 200.337 Restrictions on public access to records.
- (b) After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or pass-through entity and the non-Federal entity, provided the responsibilities of the non-Federal entity referred to in paragraph (a) of this section including those for property management as applicable, are considered and provisions made for continuing responsibilities of the non-Federal entity, as appropriate.

xxxi. 2 CFR 200.345 Collection of amounts due.

- (a) Any funds paid to the non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
 - (1) Making an administrative offset against other requests for reimbursements;
 - (2) Withholding advance payments otherwise due to the non-Federal entity; or
 - (3) Other action permitted by Federal statute.
- (b) Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

2. Reporting

i. Quarterly and Annual Reporting Requirements

Awardees must provide progress reports that validate progress on the required tasks to the USACE project manager on a quarterly basis at a minimum. Communications in person, by phone, and by email shall supplement the progress reporting requirements whenever key, complex, or high-profile activities are underway to ensure that USACE is never lacking pertinent project information.

Progress reports and invoices must match, i.e. quarterly invoices should be delivered with quarterly progress reports. Monthly invoices will require monthly progress reports.

Final reports must be provided to USACE at the end of the Agreement Order or upon request. Quarterly reports should accompany invoices since they are reviewed prior to processing invoices. File nomenclature should follow the format:

YYMMDD_AgreementOrder#_EntityAbbreviation.pdf

Example: 180417_AO546_USACE.pdf

ii. OMB Guidance, Grants and Agreements, Guidelines to Agencies on Government-wide Debarment and Suspension 2 CFR 180 Subpart C .335-.350

2 CFR 180.335-.350 provides answers to questions an applicant may have regarding information an applicant must provide before entering into a covered transaction with a federal agency.