



CITY OF NORTH POLE
Regular Meeting October 07, 2019
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, October 07, 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. September 16, 2019 (page 3)
6. **Communications from the Mayor**
 - a. September 2019 NPHS Student of the Month (page 9)
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

12. New Business

- a. Request for Approval to Accept the 2018 Edward Byrne Memorial Justice Assistance Grant Funds in the Amount of \$95,064.00. (page 10)
- b. Request for Approval to Award the 2020 Heating Fuel Contract to Alaska Petroleum as the Lowest Cost Responsive Bidder. Should Alaska Petroleum Not Be Able to Fulfill Its Obligations as Listed in the Invitation to Bid, Award the 2020 Heating Fuel Contract to Alaska Fuel Services, the Next Lowest Responsive Bidder. Should Alaska Fuel Services Not Be Able to Fulfill Its Obligations as Stated in the Invitation to Bid, Award the 2020 Heating Fuel Contract to Alaska Aerofuel as the Next Lowest Responsive Bidder. (page 43)
- c. Request for Approval of the SHSP 2019 DHS Grant in the Amount of \$18,344.00. (page 52)
- d. New Hire Wage Consideration for NPPD.
- e. Request for Approval to Forward the Balance of the Ice Rink Fund to the Fairbanks North Star Borough to Renovate the North Pole High School Ice Rink. (page 65)
- f. Ordinance 19-18, An Ordinance of the City of North Pole, Alaska Amending Title 4, Chapter 08.050 Sales Tax Code to Collect Sales Tax From Online Retailers. (page 66)
- g. Ordinance 19-19, An Ordinance of the City of North Pole, Alaska Amending Title 10, Chapter 10.02.100 Release of Motor Vehicle – Costs. (page 69)
- h. Request to Approve the Re-Appointment of Mike Miller to the IGU Board for a 3 (three) Year Term Effective January 01, 2020. (page 71)
- i. Request to Approve the Appointment of Rolando Miranda to the FNSB Planning Commission. (page 72)

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.



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, SEPTEMBER 16, 2019
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Pro Tem Doug Isaacson called the regular City Council meeting of Monday, September 16, 2019 to order at 7:00 p.m with the following Council Members in attendance:

Council Members Present: Avery Thompson, Deputy Mayor Pro Tem
Perry Walley, Alt Dep Mayor Pro Tem
Aino Welch
David Skipps
DeJohn Cromer

Council Members Excused: Michael Welch, Mayor

Also Present: Judy Binkley, City Clerk/HR Manager
William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Steve Dutra, Police Chief
Geoff Coon, Fire Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Pro Tem Isaacson asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by City Council Member Walley.

APPROVAL OF AGENDA

Mr. Thompson *moved to* approve the agenda of September 16, 2019.

Seconded by Mr. Skipps.

Discussion

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

Old Business:

- a. Ordinance 19-16, An Ordinance of the City of North Pole, Alaska to Amend the 2019 Public Works and Utility Operating Budgets and Other Funds.

- b. Ordinance 19-17, An Ordinance of the City of North Pole, Alaska Amending Title 4, Chapter 10.

New Business:

- a. Request to Accept the Recommendation to Renew the Snow Plowing Contract with Hubbard Excavation for the 2019-2020 Snow Removal Season.

Seconded by Mr. Skipps

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF SEPTEMBER 16, 2019 AS FOLLOWS:

YES: 6 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch

NO:

ABSTAIN:

Mayor Pro Tem Isaacson declared the MOTION CARRIED

Discussion on the agenda as amended

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA OF SEPTEMBER 16, 2019 AS FOLLOWS:

YES: 6 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch

NO:

ABSTAIN:

Mayor Pro Tem Isaacson declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. Thompson *moved to* approve the Minutes of September 03, 2019.

Seconded by Ms. Welch.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 03, 2019 AS FOLLOWS:

YES: 6 – Skipps, Thompson, Isaacson, Cromer, Walley, Welch

NO:

ABSTAIN:

Mayor Pro Tem Isaacson declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

None

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Department, Chief Coon

- New Command Vehicle that was approved is still on hold due to lack of availability.
- Motocross is finished for the year.
- The Engineer position has closed and we have five applicants. Three in-house and two new members.
- I attended the Regional Emergency Services Advisory Committee (RESAC) meeting on August 28th. This committee is looking at how to improve services at no additional cost. I gave a brief description on the level of service that the North Pole Fire Department gives to the Borough. I sent each committee member an email and attached my contact info should the committee have any questions.
- Training:
 - FF-1 is ongoing.
 - Our EMS calendar is out and our members are signing up now.
 - The EMS symposium is in Anchorage this year and we will send several of our medics down to training.
- Maintenance Report:
 - The forced air furnaces in the Annex will be replaced next week. This was approved by Council a few months ago.
 - The industry standard is to replace fire engines every 20 years. The NPFDF would like to remove first out engines at 20 years and replace before 30 years.

Police Department, Chief Dutra (Audio 5:04)

- Swearing in Sgt. Smith – started December 2010 as Reserve Officer. Hired February 2011.
- Stats – declining numbers.
- We have finished draft scoping document for the legislative grant for the interior training facility.

- Escorts for Striker leaving for deployment.
- Guys Read – Midnight Sun. I will be reading at NPE and Midnight Sun again this week.
- Pizza with a PoPo.
- WatchGuard server is finally up and running – lots of work.
- Homecoming is Friday.
- I attended the ALiCE exercise at NPE. Walked with evacuation. They did a great job.
- I attended the VGW September 11th ceremony.
- On the hiring front. We have not had a single person pass the hiring process since April 1, 2019. This is no April fool's joke.
- JAG grant just approved for \$95,064, we should receive grants documents for signing and approval.
- Had one complaint about new sign in roundabouts.

Finance, Tricia Fogarty (Audio 15:10)

- We wired the \$3.3 million to our AML Investment Account. The funds were there for a total of 4 days and we received \$713.04 in interest.
- A response went out to the IRS for issues from 2015. I discovered the same issue occurred in 2016 as well so I will file 941x reports for the four quarters and write a response that should resolve the issue.
- I had a Worker's Comp audit with Alaska National the last week in August. They found an issue where they charged a work comp claim to our policy for someone that isn't our employee. Alaska National will take care of this.
- Department Heads have started working on the 2020 budget. We outlined a schedule for this year's budget process and workshops have been scheduled for October 28th-30th.

Director of City Services, Bill Butler (Audio 19:36)

Building Department

- Single building application received since last Council meeting – construction of 14 unit apartment building at corner of Snowman and 6th Avenue.

Public Works

- Released an invitation to bid on September 5th for heating fuel contract for calendar year 2020. Expect to make a recommendation of the preferred contractor for the October 7th Council meeting.
- Recommendation before Council this evening to extend the snow plowing contract for an additional year with Hubbard Excavation.

Utility Department

- Sulfolane settlement.
 - 174 new customers have been connected to the system to date.
 - Commissioning of pumps at the pump house on September 17th is the last step before requesting an Interim Approval to Operate for Zone 3.
 - New Utility Assistant, Randy Binkley, started today.

- Moose Creek Water System Expansion Project.
 - Work proceeding by PDC to complete the 95@ design documents due October 18.
 - Work is beginning on generation of an invitation to bid for the pre-purchase of pipe to facilitate construction in spring 2020.
 - USAF has identified the funding for the Phase 2 construction – water mains in the southern section of Moose Creek. Council approved accepting the full funding of the project, but USAF was originally uncertain it could acquire the Phase 2 funds before the end of the fiscal year on September 30, 2019. The funding for Phase 2 apparently has now become available. I must submit a proposal to get the funds “awarded” to the City.

Borough Representative, Council Member Welch (Audio 25:41)

- The majority of items was on consent. There was a liquor license discussed that was not protested. There was an ordinance regarding rezoning.
- Wednesday, the 18th from 6-8 at the North Pole Library will be a Q&A about air quality.
- October 11th is the deadline for getting stuff in for the CIP.

City Clerk, Judy Binkley (Audio 29:27)

- In-person absentee voting began here, at City Hall today and will run through Monday, September 30th at 5pm. The municipal election is Tuesday, October 1st and polls will be open from 7am-8pm.
- I need a City Representative for the FNSB Special Assembly Worksession this Thursday. I sent an email to Council last week with all the information.

ONGOING PROJECTS (Audio 30:56)

- Council Member Walley stated the next finance meeting is Tuesday, September 24th at 3pm in Council Chambers.

CITIZEN’S COMMENTS – (Limited to Five (5) minutes per Citizen) (Audio 31:33)

- **Santa Claus**, PO Box 55122, North Pole: Spoke to the upcoming election and how he is running for Council.

OLD BUSINESS

Consented

NEW BUSINESS

Consented

COUNCIL COMMENTS

None

Mr. Thompson *moved to adjourn the meeting at 7:34 p.m.*

Seconded by Ms. Welch.

The regular meeting of Monday, September 16, 2019 adjourned at 7:35 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, October 07, 2019.

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley, City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Katelyn Weiss is a senior at North Pole High School and is the daughter of Paul and Kelly Weiss; and

WHEREAS, Katelyn is president of the North Pole Chapter FFA, NPHS band president, a track and cross-country athlete, an Ignition mentor, and member of the National Honor Society. Katelyn was student of the year in 2018 & 2019; and

WHEREAS, Katelyn volunteers with child-care during Adult Faith Formation at church, is a fair auction runner for FFA, and is a Santa Claus start/finish line manager with the cross-country team. Katelyn helps at the food bank during Thanksgiving, is a loving family's assistant, and helps the freshmen class thru her Ignition mentoring; and

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Katelyn Weiss the:

*North Pole City Council
High School Student of the Month
For September 2019*

Michael W. Welch

Michael W. Welch, Mayor

ATTEST:

Judy L. Binkley
Judy L. Binkley, City Clerk





North Pole Police Department

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



September 19, 2019

To: Honorable Mayor Welch
North Pole Council Members


Re: Council approval to accept 2018 Edward Byrne Memorial Justice Assistance Grant Funds
in the amount of \$95,064.00

I would like the council to approve the 2018 Edward Byrne Memorial Justice Assistance Grant Funds in the amount of \$95,064.00 for the 2019-2020 grant cycle and authorize the Mayor to sign this grant. This amount covers the period between October 1, 2019 and September 30, 2020.

These funds will cover most of the costs associated with the Detective assigned to the State Wide Drug Enforcement Unit for this period. Our drug enforcement efforts in this unit are vital to the ongoing effort to combat illicit drug and alcohol importation into our communities.

We have been thankful for the council and the state of Alaska's support as we continue our efforts. We have been in this unit since 2008 and we have seen tremendous results over this 11 year period.

Thank you for your time.



Chief Steve Dutra

STATE OF ALASKA
Department of Public Safety
Office of the Commissioner
Grants Administration

GRANT AWARD


GRANTEE	DEPARTMENT
NAME: City of North Pole ADDRESS: 125 Snowman Lane CITY: North Pole, AK 99705	NAME: Department of Public Safety ADDRESS: 5700 E. Tudor Road CITY: Anchorage, AK 99502
CONTACT: Jeremy Lindhag TITLE: Lieutenant	CONTACT: April Carlson TITLE: Grants Manager
PHONE: 907-488-6902 EMAIL: jlinthag@northpolicepolice.org	PHONE: 907-269-5082 EMAIL: april.carlson@alaska.gov

AWARD INFORMATION	
PROJECT NAME: Multi-jurisdictional Task Force PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG) FEDERAL AWARD: 2018-DJ-BX-0235 CFDA: 16.738 AWARD AMOUNT: \$95,064.00 PROJECT START: October 1, 2019 PROJECT END: September 30, 2020	GRANTEE DUNS: 082506569 GRANTEE TAX ID: 92-6001585 GRANT NUMBER: 20-18JAG-01 MATCH REQUIRED: No RISK ASSESSMENT: Yes

APPROVED BUDGET			
Purpose Area: Law Enforcement			
COST CATEGORY	FEDERAL SHARE	MATCH SHARE	PROJECT TOTAL
Personnel/Salary	56,856.00	-	56,856.00
Fringe Benefits	38,208.00	-	38,208.00
TOTAL \$	95,064.00 \$	-	\$ 95,064.00

AWARD AGREEMENT
<p>The Alaska Department of Public Safety, hereinafter called the "Department," and the <u>City of North Pole</u>, hereinafter called the "Grantee," agree as set forth herein.</p> <p>I. The work to be performed under this agreement shall <u>begin on October 1, 2019 and completed no later than September 30, 2020.</u></p> <p>II. This Grant Award consists of this 1) Signature Page; and attached, 2) Grant Agreement; 3) Project Narrative; 4) Budget Detail; Department of Justice 5) Standard Assurances and 6) Certifications.</p> <p>III. By signing this award, the grantee accepts all terms and conditions of the grant agreement in accordance with the FFY18 Justice Assistance Grant (JAG) Program.</p>

GRANTEE AUTHORIZATION	DEPARTMENT AUTHORIZATION
NAME/TITLE: Michael Welch, Mayor	NAME/TITLE: Colonel Barry Wilson, Director, AST
SIGNATURE:	SIGNATURE:
DATE:	DATE:

approved as to form: 

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

CERTIFIED STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice ("Department"), that all of the following are true and correct:

- (1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the Applicant based on its application.
- (2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.
- (3) I assure that, throughout the period of performance for the award (if any) made by OJP based on the application—
 - (a) the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
 - (b) the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - (c) the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- (4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—
 - (a) the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - (b) the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply;
 - (c) the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
 - (d) on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- (5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
- (6) I assure that the Applicant will assist OJP as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).
- (7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application.
- (8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by OJP based on the application—
 - (a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - (b) it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.



U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals—

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliance@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliance@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by—

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

PERSONNEL BUDGET DETAIL

PERSONNEL - List each position by title and name of employee if available. Show the monthly salary amount, number of months, and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

POSITION TITLE/NAME	MONTHLY AMOUNT	QTY	% TIME	TOTAL
Officer Jacob Tibbetts - Salary	\$ 4,573	12	100%	\$ 54,876
Officer Jacob Tibbetts - Overtime \$39.55/hour	\$ 165	12	100%	\$ 1,980
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 56,856.00

FRINGE BENEFITS - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

POSITION TITLE/NAME	AMOUNT	QTY	% TIME	TOTAL
PERS Contribution	\$ 1,006.06	12	100%	\$ 12,073
Medicare - $\$56,856 \times 6.2\% = \$3,525$	\$ 293.76	12	100%	\$ 3,525
Health Care - $\$750 \times 26 \text{ pay periods}$	\$ 750.00	26.00	100%	\$ 19,500
Worker Comp - $\$56,856 \times 5.47\% = \$3,110$	\$ 259.17	12.00	100%	\$ 3,110
				\$ -
				\$ -
SUBTOTAL				\$ 38,208

TOTAL \$ 95,064.00

BUDGET SUMMARY

BUDGET CATEGORY	AMOUNT
Personnel	\$ 56,856.00
Fringe	\$ 38,208.00
	\$ -
	\$ -
	\$ -
TOTAL	\$ 95,064.00

GRANT AGREEMENT

ARTICLE I - GOVERNING LAW

Statutory Authority: The Edward Byrne Memoria Justice Assistance Grant (JAG) Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Public Law No. 90-351 including subpart 1 of part E (34 U.S.C. 10151-10158 and 28 U.S.C. 530C(a)).

ARTICLE II - SCOPE OF WORK

- A. The Grantee agrees that it will implement in all respects the Project Description submitted with the application and is considered a part of this Grant Agreement.
- B. The Grantee agrees to make no change in the project described in the attachment and final approved application without first submitting a written request to the Department and obtaining the Department's written approval of the requested change.
- C. The Grantee shall provide all the necessary qualified personnel, material, and facilities to implement the program described herein.

ARTICLE III – PROJECT PERIOD

- A. The term of this Grant Agreement shall be for the period of time described on the Grant Award page of this agreement and SHALL NOT BECOME EFFECTIVE UNTIL THE AGREEMENT IS FULLY SIGNED BY AN AUTHORIZED SIGNER AND RECEIVED BY THE DEPARTMENT.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in the Grant Award, the Grantee shall so notify the Department in writing at least thirty (30) days prior to the termination date of this Grant Agreement. Such notice shall contain a description of the unusual circumstances causing the project to be incomplete.

ARTICLE IV - REPORTS

A. Reports

In order that the Department may adequately determine the progress of the Grant Project, the Grantee shall make Progress Reports to the Department per the schedule herein. The said Reports shall be on the form provided by the Department and contain the following:

- 1. **Program Report:** A description of the work accomplished to date, the methods and procedures used, and the impact of the project. *Semi-annual* progress reports shall be submitted to the Department no later than fifteen days following the end of each report period.
- 2. **Reimbursement Requests:** The Grantee shall submit a request for reimbursement to the Department at a minimum quarterly. The Grantee will provide the Department approved documentation supporting the expenses with the request for reimbursement. This may be from the Grantee's accounting system.

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3. **Other information** specified by the Department or as may be of assistance to the Department in its evaluation, such as Project Equipment Reports.

B. Other Reports

1. The Grantee shall report any changes to key personnel to the Department within 30 days of the change.

ARTICLE V - FINANCIAL CONSIDERATION

- A. The Grantee must establish and maintain separate accounting for the use of grant funds. The use of funds in any manner contrary to allowable grant activities shall result in the subsequent termination of the grant and any balance of funds. It shall also result in the Grantee being required to return to the State any funds determined not allowed.
- B. The Grantee shall submit a request for reimbursement no later than 15 calendar days after the end of a calendar month. A Final Request for Reimbursement must be submitted no later than 30 calendar days following the end of the grant period.

Reimbursement Requests must be:

1. For expenses incurred within the period covered by the grant agreement;
2. For expenses incurred and paid by the Grantee within the request period specified on the Grant Award;
3. Submitted in a format provided or approved by the Department, and must be provided by a responsible signatory of the Grantee;
4. Based upon the Grantee's accounting system, a financial report generated from the accounting system must be attached to the request for reimbursement.
5. Supported by appropriate source documentation including, but not limited to: vendor billings, time sheets, travel authorizations, cancelled checks, tickets, payroll records, or other applicable information necessary to substantiate expenditures. Department staff may request copies of source documentation prior to or after payment for any Reimbursement Requests.
6. The Grantee must use direct charging on timesheets for all time spent on grant related activity or must use a methodology for the allocation of personal services costs approved by the Department. The Grantee must use a cost allocation methodology approved by the Department for any other shared costs charged to the grant and must provide the Department with appropriate documentation supporting the methodology used. The Grantee shall contact the Department for additional guidance or technical assistance.
7. No advance payments are authorized under this Agreement, unless approved by the Department.

ARTICLE VI - BUDGET

- A. The Department is not liable for Grantee incurred costs or services that exceed the grant agreement budget. The Department will not honor requests for excessive payments. It is the responsibility of the Grantee to secure a properly executed grant budget revision to this grant agreement when the circumstances require changes to the budget. The Grantee will in no case exceed in expenditure or in commitment the total dollar amount agreed upon in the grant agreement. The Grantee is responsible for any and all over-expenditures and for any disallowed costs that it may incur.
- B. Any change to the terms and conditions of this grant agreement must be made through a written amendment. Amendments do not take effect until signed by the Department.

ARTICLE VII - FINANCIAL MANAGEMENT SYSTEM

- A. The Grantee and any sub-recipient shall adhere to generally accepted accounting principles. The Grantee's financial management system shall: Provide Accurate, current, and complete accounting of financial activities under this grant;
- B. Adequately identify the source and application of funds for cost reimbursable activities;
- C. Provide effective control over and accountability for all grant funds and real and personal property acquired with grant funds;
- D. Maintain separate financial records for the accounting of funds related to this grant agreement;
- E. Maintain systematic methods to for timely and appropriate resolution of audit findings or recommendations;
- F. Retain source documentation that adequately identifies the nature and use of grant funds; Allow for comparison of actual and budgeted amounts; and,
- G. The Grantee shall comply with all Federal, State, and local laws regarding the collection, deposit, payment and reporting of taxes, including obtaining an employer identification number and providing W-2 forms to employees.

ARTICLE VIII - AUDIT REQUIREMENTS

- A. An Audit of the Grantee operations may be required by the President's Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, or the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.
- B. A Single Audit is required when an organization is in receipt of State financial assistance that expends a cumulative total equal to or greater than \$500,000 during the entity's fiscal year under the *State of Alaska Single Audit Regulations at 2 AAC 45.010 – 45.090*.

ARTICLE IX - TERMINATION AND MODIFICATION

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- A. The Department, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Department the provisions of this Agreement have been violated or the activities described in the Project Description have not progressed satisfactorily. In this regard, the Department may demand refund of all or part of the funds disbursed to the Grantee.
 - B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual agreement between the Grantee and the Department.

ARTICLE X - CONDITIONS OF AWARD AND ACCEPTANCE

- A. Acceptance within 45 days. Within 45 days from the issuance date of these documents to the Grantee, if the Grantee does not confirm acceptance that it will utilize the grant by signing and returning the award agreement to the Department, obligation to set aside these federal funds for use by the Grantee shall be terminated without further cause.
- B. Commencement within 60 days. If a project is not operational within 60 days of the original starting date of the grant period, the Grantee must report, by letter, to the Department the steps taken to initiate the project, the reasons for delay, and the expected starting date.
- C. Operational within 90 days. If a project is not operational within 90 days of the original starting date of the grant period, the Grantee must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department may cancel the project and request Grantor Agency approval to distribute the funds to other project areas.

ARTICLE XI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with State and Federal regulations, policies, guidelines, and requirements with respect to the acceptance and use of funds for this program. Also, the Grantee hereby assures and certifies with respect to this Grant that:

- A. The Grantee agrees to comply with the financial and administrative requirements set forth in the current edition of the Department of Justice Programs (OJP) Financial Guide, available online at <http://www.ojp.usdoj.gov/FinGuide/>.
- B. Funds made available under this Grant will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the same purpose.
- C. The Grantee will submit all project-related contracts, subcontracts, agreements, and subsequent amendments to the Department for review and approval prior to execution.
- D. No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted

under the grant, and the Grantee shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- E. The Grantee certifies that the programs contained in its application and Project Description meet all the requirements of the 1988 Anti-Drug Abuse Act, that all information is correct, that the applicant will comply with all provisions of the Act and all other applicable Federal and State laws, regulations, and guidelines.
- F. The Grantee will complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9).
- G. The Grantee will, if required, formulate an Equal Employment Opportunity Plan (EEOP) in accordance with 28 CFR 42.301, et. seq., and submit their EEOP or EEOP Short Form directly to the Office for Civil Rights within 60 days of the date of this agreement. If the Grantee is claiming a full or partial exemption from the EEOP requirement, the Grantee must submit an EEOP Certification Form to the Office for Civil Rights.
- H. The Grantee agrees to the following: to forward to the Alaska Department of Public Safety for submission to the Department for Civil Rights, Office of Justice Programs, U.S. Department of Justice any finding of discrimination against the Grantee by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex and to provide meaningful access to their programs and activities to individuals who are Limited English Proficient.
- I. The Grantee assures that it will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)(1)); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the Education Amendments of 1972 (20 U.S.C. § 1681); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); and the Department of Justice regulations on the Equal Treatment for Faith-Based Organizations (28 CFR part 38).
- J. The Grantee assures that in accordance with federal civil rights laws, the Grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by the laws referenced in Article XI – O. above.

ARTICLE XII - PROPERTY AND EQUIPMENT

A. Management

The Grantee's procedures for managing equipment (including replacement), whether acquired in whole or in part with funds made available through this Grant, will, at a minimum, meet the following requirements:

- 1. Property records must be maintained which include:
 - i. Description of the property;

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- ii. Serial number or other identification number;
 - iii. Source of the property;
 - iv. Identification of title holder;
 - v. Acquisition date;
 - vi. Cost of property;
 - vii. Percentage of Federal participation in the cost of the property;
 - viii. Location of the property;
 - ix. Use and condition of the property; and
 - x. Disposition data, including the date of disposal and sale price.
 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 exist to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and the Department, as appropriate.
 4. Adequate maintenance procedures must exist to keep the property in good condition.
 5. If authorized or required by the Department to sell the property, proper sales procedures must be established to ensure the highest possible return.

B. Disposition

The Grantee shall dispose of equipment when original or replacement acquired with grant funds is no longer needed for the original project or program, or for other activities currently or previously supported by a Federal agency. Disposition of equipment will be made as follows:

1. Items with a current per unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Department.
2. Items with a current per unit fair market value in excess of \$5,000 may be retained or sold, and the Department shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the Department's share of the equipment. Seller is also eligible for sale costs.
3. In cases where the Grantee fails to take appropriate disposition actions, the Department may direct the Grantee to take other disposition actions.

ARTICLE XIII - PROJECT RECORD MAINTENANCE, RETENTION, AND ACCESS

- A. The Grantee shall maintain Grant records that disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Department shall prescribe. Such records shall be preserved for a period of not less than three (3) years following completion of the project.
- B. The following shall have access to any books, documents, ledgers, papers and records of the Grantee determined to be pertinent to the purpose of making audit, examination, excerpts, and transcripts:

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1. The U. S. Department of Justice;
 2. The Comptroller General of the United States;
 3. The Department, its agents, or assigns or successors in function; and
 4. Duly authorized representatives of any of the above.

ARTICLE XIV - MONITORING AND EVALUATION

Monitoring shall be accomplished by the Department at times deemed reasonable and proper by the Department. The Department shall make every effort not to disturb or disrupt any program or activity beyond that necessary to secure relevant data and make a reasonable assessment of the Grantee's performance.

- A. Monitoring by the Department may be performed on a continuing basis throughout the grant period and may involve telephone contact, written communication, analysis of submitted reports, and on-site visits.
- B. It shall be the purpose of monitoring by the Department to reinforce, improve, and augment the Grantee's capacity to administer this grant by identifying potential problem areas and recommending corrective action to prevent deficiencies.
- C. The Department shall provide a Monitoring Report in writing to the Grantee which outlines review findings, specifies recommendations which reflect corrective action required, if any, and a due date for the corrective action to be in place.
- D. When the Department has confirmed that the appropriate corrective action has been taken, a letter shall be sent to the Grantee stating that the finding(s) has been closed.

ARTICLE XV - PUBLICATION OF PROJECT ACTIVITIES AND RESULTS

When publicizing project activities and results, the Grantee shall include the following statements:

- A. "The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Public Safety or the Department of Justice."
- B. "This project was supported by a grant awarded by the Alaska Department of Public Safety, through funding from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics"

ARTICLE XVI - WRITTEN DESCRIPTIONS OF PROGRAMS

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with Federal funds, the Grantee shall clearly state the following:

- A. The percentage of the total cost of the program or project which is or will be financed with Federal money; and

B. The dollar amount of Federal funds for the project or program.

However, if disclosing this information would in any way imperil the project, the Grantee is exempt from this requirement.

ARTICLE XVII - SPECIAL TERMS, CONDITIONS, AND WAIVERS

- A. Any funds not properly obligated by the end of the Grant Award will lapse and revert to the Department. The obligation deadline is the last day of the Grant Award period as specified in Section II of the Grant Award page of this agreement.
- B. If the Grantee is a Native Village, Native tribe or another Native tribal entity, the Grantee hereby irrevocably waives any sovereign immunity that it may possess, and consents to suit against itself and its officers, employees and agents, in the courts of the State of Alaska or any other state or federal court of competent jurisdiction, as to all claims or causes of action by the State of Alaska, or the United States or any other person arising out of or in connection with this grant award.

Project Narrative

The North Pole Police Department (NPPD) is continually evaluating its efforts and successes to better achieve a proactive approach to law enforcement in order to meet the demands of the surrounding community and citizens of the City of North Pole. NPPD currently serves a base population of approximately 2202¹ which doubles daily as result of 4 public schools, multiple shopping, restaurants and businesses. North Pole has its share of serious crimes and there is a noticeable increase in the complexity of the criminal activity. In 2012 a random study of 375 NPPD cases revealed 88 percent of NPPD arrests originate by perpetrators residing outside the City of North Pole. NPPD responded to a burglary of multiple apartments in a 4-apartment complex. Investigation revealed the suspects were targeting a drug dealer in the complex, who was using that apartment as a stash house. NPPD & SDEU seized approximately 3 ounces of possible unprocessed crack cocaine. In 2016, the City of North Pole had the first marijuana butane extraction explosion in the entire State of Alaska.

High volume of traffic passing through the city on the Richardson Highway, with AADT in excess of 12,000 vehicles, and continued housing construction, in and around the city, NPPD has seen a rise in some serious crime between 2004 and 2007. Our efforts seem to be working in numerous "drug related," crimes. In 2010 we observed a 25% increase, year over year, in burglaries, 6% increase in larcenies. Drug offense from 2011 to 2018 have fallen 31%, larceny cases are also on a downward trend. Our efforts in the interior is promising with these slight downward trends and we wish to maintain these decreases. Although we did see a 15% increase in drug cases in our schools during the same period this was related to our aggressive drug enforcement efforts in the school in 2018. The introduction of synthetic drugs (spice), bath salts, and limited but returning incidents of crystal meth and the heroin epidemic nationwide and it is important to keep an aggressive enforcement.

¹ 2009 U.S. Census Bureau

The North Pole Police Department, through service requests made by the Fairbanks Police Department, and the Alaska State Troopers, serves not only the City proper but an area surrounding North Pole with a population in excess of 27,000, within a 10-mile radius. These service requests are a significant drain on patrol resources and have a significant impact on the quality of investigations and apprehension of suspects. Lastly, the North Pole area to include the City of North Pole will soon see a population explosion due to the F35 designation at Eielson AFB. We expect our drug and crime rates to soar with the influx of people. In order to help meet the needs of the community at large, the City of North Pole has authorized the creation of a full-time position with the multi-jurisdictional drug unit in 2008. NPPD's participation with the SDEU has proven successful with every participating year.

In order to help facilitate this additional position, NPPD is requesting support from the State of Alaska Department of Public Safety pass through JAG sub-grant from Edward Byrne Memorial Discretionary Grant Program (Byrne Program) to help fund a portion of the salary and benefits for FY 2018. The continuation of this position will greatly enhance the City's ability to meet local law enforcement needs that will impact the criminal elements that plague every community in the State of Alaska.

The goal of this position is to facilitate a joint law enforcement and prosecution effort involving multiple criminal justice agencies across several jurisdictions. These agencies will share the common goal of addressing drug enforcement and violent crime problems in and around North Pole, Fairbanks and other interior Alaskan communities. We wish to enhance our abilities by fostering better communications, intelligence sharing, and coordinate activities with all Federal, State, and local law enforcement agencies in the State.

The North Pole Police Department has demonstrated ability to competently manage an annual budget in excess of \$2,200,000 and has managed COPS, Homeland Security, and Alaska Highway Safety grants in the past. The police department is set up to handle local, state, and federal grants through an internal record keeping system that is filed within the department and simultaneously in the City Accountant's Office. Negotiations, awards, contracts, program/progress records/reports, procurements, invoicing, payments, time sheets, and other fiduciary aspects of grant management are in this system.

The City implements internal controls to ensure compliance with applicable laws and regulations related to all of its grant-funded programs. The City recognizes grant revenues when qualifying expenditures are incurred. All of this helps us meet the requirements of grant agreements and corresponding federal and state laws. The City's accounting system records all costs associated with each of its grants in separate, self-balancing accounts. The accounting records are used as a basis for completing required grant reports. Before posting any results, grant costs are reviewed for reasonableness, allowability, and allocability to each grant project. Grant project accounts are broken into sub-accounts by program element and cost objective. Appropriate documentation is maintained for personnel costs, fringe benefits, travel, purchases of professional services/consultants, materials, supplies and equipment, and other costs. The accounting records are subjected to annual independent financial statement and single audit.

The City has formal procurement procedures to assure that professional services consultants, equipment, materials, and supplies are obtained on a competitive basis and has procedures to assure that the types of contracts unacceptable to the federal government are not utilized. Quotations are reviewed to assure that the proposed price is reasonable to the contractor, the recipient, and the party providing the funding.

3a. Project overview

A North Pole Police SDEU Detective will be assigned to the Statewide Drug Enforcement Unit and they will work fulltime with the Alaska State Troopers and Fairbanks Police on a joint task force. Their purpose will be to stop the flow of illegal alcohol and drugs into the State of Alaska specifically targeting areas in and around Fairbanks and North Pole. The SDEU has a primary focus on North Pole, Fairbanks, and surrounding communities, but it also serves the surrounding area north to Utqiagvik and east to the Canadian border. The primary mission of the SDEU is to conduct investigations into the illicit importation, manufacture, and sale of drugs and bootleg alcohol. Because drug and alcohol use is inevitably linked to most serious crimes it needs the proper resources only a multijurisdictional team can address. In order to reach the desired service standard NPPD developed the following goals and objectives which are currently similar to the priorities set out in the Alaska JAG program.

The goals and objectives for this project are clear. This project is designed to help coordinate efforts and resources from local, state, and Federal agencies through a statewide multi-jurisdictional task force to interdict and seize controlled substances and alcohol that are illegally distributed throughout interior Alaska and investigate and apprehend distributors of controlled substances and illegal alcohol.

3b. Need

In 2008, the City of North Pole and the surrounding communities understood the need to enhance the present drug enforcement efforts through better utilization of available resources, increasing communications, expanding intelligence sharing, and improving coordination by unifying our direction. The City of North Pole also recognized the correlation between illegal substances abuse and incident of crimes. In 2016 two major changes were presented which effected law enforcement, specifically narcotics enforcement. The legalization of Marijuana in Alaska and the passing of SB91, presenting significant challenges to narcotics enforcement throughout the state of Alaska.

SB91 essentially eliminated the ability to run informants, gather intelligence and it significantly reduced patrol level narcotics enforcement. The entire enforcement cycle, into narcotics distribution, was disrupted. These facts demonstrate an even greater need for full funding of a dedicated narcotics enforcement detectives and that cooperation throughout all levels of law enforcement. These new challenges dictate the need for new techniques. This may include the other felony level criminal offense such as property crimes, which have significant relationships to narcotics abuse. In 2019-2020 the North Pole area will see a population will likely double with the expansion of the F35 squadron at Eielson AFB. This is going to increase the population and further exacerbate the issues related to drug use and abuse.

Based on these understandings we applied for funds through the Byrne Memorial Grant program. These funds were to be used for a full-time detective to augment the Statewide Drug Enforcement Unit, and add 50 hours of overtime, to be available for call outs to routinely assist the SEDU unit with illegal drug and alcohol interdiction. Our need to be represented on this team stems from the state wide problem associated with illegal drug and alcohol importation and the fact we are a central hub for most of the 27,000+ people who live in and around the North Pole area.

Our community is significantly linked to every community in the interior. These links have been proven through the efforts of the Fairbanks Area wide Narcotics team. Low level drug users are frequently moving through our city and using our city as a hub for illegal activity. Our SDEU detective has tracked drug users and dealers through our city limits and is often engaged in surveillance of illicit activity in and around the City of North Pole.

Since the inception of this grant our justification to support funding for an SDEU Detective was based on observed increases in several areas of violent crimes. According to Alaska's criminal justice professionals, alcohol, marijuana, cocaine, methamphetamine, and pharmaceuticals have been identified as the primary substances of abuse in Alaska and are the

focus of most law enforcement efforts. According to the Department of Public Safety, Alaska has one of the highest per capita uses of controlled substances. These abusers are known to be linked to violent crimes. One particular case brought this reality to the forefront, as mentioned an area wide drug dealer was utilizing an apartment in NP as a stash house. As well as the discovery of an outdoor marijuana grow in 2013, NPPD officers maintained sporadic surveillance of the site into 2014 and were able to catch the suspects replanting the crop in 2014, resulting in the seizure of 63 juvenile marijuana plants. With the recent legalization of marijuana in the State of Alaska, North Pole saw the first confirmed Hash Oil Explosion in the State, a preview of the future of marijuana in Alaska. A steady increase in opioid deaths in Alaska has also brought added urgency to the drug task forces duties.

Since 2017, we have identified several areas where statewide drug use has spiked. We have seen an increase in opioid deaths and drug abuse is on the rise. The changes in the state's law, notoriously known as SB91, has hindered state wide drug enforcement efforts. The ability to leverage felony drug possession cases, to help identify high level dealers, has been impacted and has caused all agencies in the state to turn to other tools to combat illicit drug trafficking.

Our SDEU Detective has been diligently working with the Federal, State, local law enforcement, and state prosecutors to help combat illicit drug use and alcohol importation. In 2016, the SDEU unit in Fairbanks reported 243 cases initiated with 419 in 2017. The SDEU unit reported \$448,033 dollars in drug seizures in 2016 and \$1,768,364 in 2017, \$19,804.69 in asset forfeiture including cash in 2016 and \$125,351.85 in 2017. These seizures included Cocaine, Marijuana, Methamphetamine, LSD, Ecstasy, Heroin, Crack Cocaine, as well as illegal prescription drugs such as hydrocodone, OxyContin, Valium, and Adderall just to name a few.

The Fairbanks SDEU Sergeant has repeatedly made it clear that our SEDU Detective is a vital part of the team and his contributions are important to the continued success of the unit.

Our previous SDEU Detectives have also stated that they have not been able to work all of the cases within their normal hours, there is simply more work than there is hours. We hope to help resolve this issue with our current request of 50 hours of overtime for the SDEU detective.

It is important for the City of North Pole to draw the conclusion that these illegal activities do not complete their criminal cycle within the boundaries of our city. Many of our citizens are victimized by offenders who leave the city and conclude their business in outlying jurisdictions. Our ability to penetrate and disrupt these cycles is imperative to our success. We must join our resources and knowledge with other jurisdictions to help infiltrate and disrupt these offenders and their illegal activities. It is our mandate to reduce the number of violent crimes within our jurisdiction and it is of such a need, that we must combine our efforts with other jurisdictions. The SDEU fills this need because it creates the much-needed multi-jurisdictional focus on the criminal element in our community. Without such a multi-jurisdictional task force, these cross jurisdictional burglaries, as listed above, will continue with little or no knowledge of bordering agencies infected by the same criminal drug elements.

3c. Project Activities

Our goals and objectives for this project are to continue to participate in the SDEU program by securing funds to augment our budget in FY 2020. Our participation in street level drug enforcement and the multijurisdictional task force program will concentrate on the enforcement and prosecution of illegal drug and alcohol crimes, particularly drug and alcohol trafficking. We met this goal in FY 2018-2019 by continuing our participation in the SDEU unit and our plan is to continue the same successful strategy.

Continued support of the current program we have in place has proven beneficial and coordinates efforts with the Alaska State Troopers, Fairbanks Police Department, University Police, Airport Police, Fort Wainwright Police, Eielson Security Forces and other Federal agencies in a cross jurisdictional effort to curb drug, alcohol, and related crimes on both a

regional and local basis. In 2008 - 2016 we made headway in this effort with continued interaction with each participating agency. This has led to a better coordination among all participating and non-participating agencies proving to be effective and efficient.

The objectives, which have been met to date, seem to be promising. Our current and past SDEU detectives have enhanced cross-jurisdictional information sharing by supplying the North Pole Police officers with vital information related to current North Pole cases. Our SDEU detectives have been a vital link in closing the gap between agencies that has existed for years. With our SDEU detective we have observed better collaboration and an increased communication on drug related cases. As stated above, these drug related cases have proven to be related to other serious crimes within the city limits of North Pole.

3d. Evaluation and Performance Measures

Goals:

- 1. Participate in the SDEU program and assist with intelligence gathering, undercover operations, caseloads and arrests.*
- 2. Maintain information sharing between federal, state, and local police.*
- 3. Maintain or increase the number of arrests and successful prosecution of violations of the State's alcohol and drug laws.*

Goal # 1 *Participate in the SDEU program and assist with intelligence gathering, undercover operations, caseloads and arrests.*

Objectives

1. Reaffirm the appointment of our detective to the SDEU position and allocate necessary budget monies to fund the position remaining costs for the fiscal year.

Performance Measures

1. Reaffirm the appointment of the one NPPD Officer to the SDEU office.
2. Approval of funds in the FY 2020 budget to offset actual costs.

During FY 2016 - 2017 we funded some of the SDEU detective using the Byrne funds provided. Our Detective assisted with intelligence gathering, undercover operations, he assisted in increasing the case load and arrests. The SDEU unit routinely conducted surveillance activity and conducted undercover operations which resulted in several cases being sent for prosecution. In previous years our SDEU Detective was instrumental in ephedrine monitoring which is commonly used in the production of methamphetamine.

Goal# 2 *Maintain and make positive improvements to our information sharing between federal, state, and local police.*

Objectives

1. Maintain the current strategies to increase the information sharing abilities between Federal, State and local law enforcement to decrease criminal activity involving drugs and alcohol.
2. Maintain the strong permanent partnership with federal, state, and local law enforcement.

Performance Measures

1. Memorandum of agreements adopted by various law enforcement agencies
2. SDEU Detective to attend training sponsored by FBI, DEA, Homeland Security, and or the Department of Public Safety.
3. Education and or training completed by all police personnel taught by the SDEU Office. Training focused on increasing the quality of collection and data entry abilities of patrol detectives. This will also be completed during overtime operations with the SDEU detective.

4. Data sharing between groups evaluated for efficiency.

Our department has maintained the Memorandum of Agreement with all participating agencies. Our SDEU Detective also conducted numerous brief classes with various shifts of the North Pole Police Department patrol personnel. In these classes he discussed what clues to look for during traffic contacts while on patrol, who the local drug pushers and users are. Also addressed during these contacts were better ways to improve data entry procedures for police contacts. It is mandatory for all patrol detectives to enter vital contact information on all traffic contacts. This procedure has proven its value with documented case resolution from data entered from a traffic stop.

Our evaluation of information sharing is an ongoing process. We have continued to seek ways to improve this process and allowed patrol detectives to have access to SDEU drug information. This was not readily supplied previous to this grant. One effective way to accomplish this is to periodically have normal patrol detectives get hands on training with the SDEU detective during operations. This exposure will help foster awareness and enlighten detectives about the drug culture.

Goal# 3 *Increase or maintain the number of arrests and successful prosecution of violations of the State's alcohol and drug laws.*

Objectives

1. Facilitate the exposure of underground, illicit drug, and alcohol culture within the interior of Alaska.
2. Reduce illegal alcohol and or drug use within the North Pole and Fairbanks area.

Performance Measures

1. Increase or maintain the number of arrests of illegal alcohol or drug use, possession, distribution, and or importation.

Our SDEU Detective has been exposed to underground illicit drug use by working with other agencies doing traffic stops on drug buyers from known drug houses. These stops have resulted in the seizure of guns, drugs, and money.

Key Major Deliverables:

Reaffirm the appointment of our fulltime detective to the SDEU position.

Set up routine bulletins with patrol officers from the North Pole Police SDEU detective.

Enforce the current policy and procedures for patrol officers to be required to forward all drug related case information to SDEU to help facilitate information sharing, specifically targeting information provided into Alaska Law Enforcement Information Sharing System.

Evaluation

Evaluation for effectiveness is an ongoing process. The person primarily responsible will be Lieutenant Lindhag who will review shift logs, reports, statistical compilations from the Records Division, and comments from NPPD meetings. His regular meetings with the SDEU detective will contribute to an ongoing evaluation process.

1. Evaluation methods:

Our evaluation process essentially includes review of statistical information regarding arrests and incidents (RMS and or APSIN) and a review of the reports from the State of Alaska District Attorney's Office regarding successful prosecutions. The department will engage in routine review of available statistics to chart progress toward stated objectives.

It will be the Lieutenant's responsibility to monitor each performance indicator as detailed in our Evaluation and Performance Measures. All activities will be monitored on a regular basis. Evaluation of the project will also occur through the Alaska State Trooper SDEU Sergeant's progress reports, reports prepared for the Chief, the SDEU detective, and the City Accountant.

They will review time sheets, arrests and any noted problems and prepare a report that will be sent to the Department of Public Safety or other designated persons. The City Accountant will ensure all monetary records are correct and all funds and expenses are accounted for.

2. Project Monitoring

The analysis components of the evaluation will be represented in required reports prepared and executed for this project. Analysis will include, but not necessarily be limited to:

1) All hours worked by the SDEU Detective will be documented with time sheets, then reported to the City bi-monthly and then will be reported to the Department of Public Safety designee as required within the grant contract.

2) Reports submitted by the SDEU Detective will be collected by NPPD. The success of the operation depends entirely upon feedback from those who are in the field. The Chief will include the program and its success and problems in his yearly report to the City Council, Mayor, and the public. The City will be able to assess the efficacy of the SDEU program from the activities outlined in this proposal, and how this program makes prosecutions of crime more successful.

6. Budget

6a. Budget Narrative

The following Budget Narrative is based on actual cost and overtime estimates for FY2017. All figures are rounded to the nearest dollar. All figures are based on full time devotion to the SDEU position.

Section A: Personnel-Lists the actual costs for the current SDEU Detective Jacob Tibbetts and his new salary range for FY2020. These actual costs will be **\$54,876.00**. This cost is based on the hourly rate of \$26.37 or \$4,573 per month multiplied by 12 months which equals **\$54,876.00** per calendar year. These expenses include vacation accrual which will be billed at the time it is used.

Estimated overtime calculation is based on FY-2019 overtime needs. Projected hours for FY2020 places overtime hours at the same 50 hours. FY2020 hourly rate for SDEU Detective Jacob Tibbetts is \$26.37. Overtime hourly rate is based on (hourly wage \$26.37 X 1.5 = \$39.55). Total projected overtime wages, rounded up, for the SDEU detective equals (\$39.55 X 50 hours) = **\$1,980.00**.

The total cost estimates for this category are **\$56,856.00**.

Section B: Fringe Benefits- for this category is listed as **\$38,207.72**.

Retirement costs are projected at the standard PERS, Public Employees Retirement System, rate of 22%. This 22% rate is calculated based on the projected earnings in FY2019, for current SDEU Detective Tibbetts, which is estimated to be **\$56,856.00** Calculation= (wages **\$56,856.00**) X (PERS contributions 22 %) = **\$12,072.72**. Medicare costs are based on the standard rate of 6.2% of gross earnings of **\$56,856.00** Calculation= (Medicare rate= 6.2%) X (Gross earnings= **\$56,856.00**) = **\$3,525.00**. Health insurance costs are based on established costs for the City of North Pole employee health insurance plan for an employee-family plan. These costs are set at \$750.00 per pay period (26 pay periods = **\$19,500.00**. Workers compensation rate is an established formula of 5.47% multiplied by the employee wages. Calculation is (5.47% X **\$56,856.00**) = **\$3110.00**. Vacation accrual is calculated within the salaried wages and will be part of the expenses when the SDEU detective takes vacation. Only the hours accrued during the grant period will be used to compensate.

The total cost for Fringe Benefits is **\$38,207.72**. The total cost of Personnel and Fringe Benefits is **\$95,063.72**.

The following categories will incur no known or schedules costs for FY2020. Categories Budget Summary (rounded to nearest dollar):

Category A. Personnel = **\$56,856.00**

B. Fringe Benefits = **\$38,207.72**

Total Direct Costs = **\$95,063.72**

Total Project Costs = **\$95,063.72**

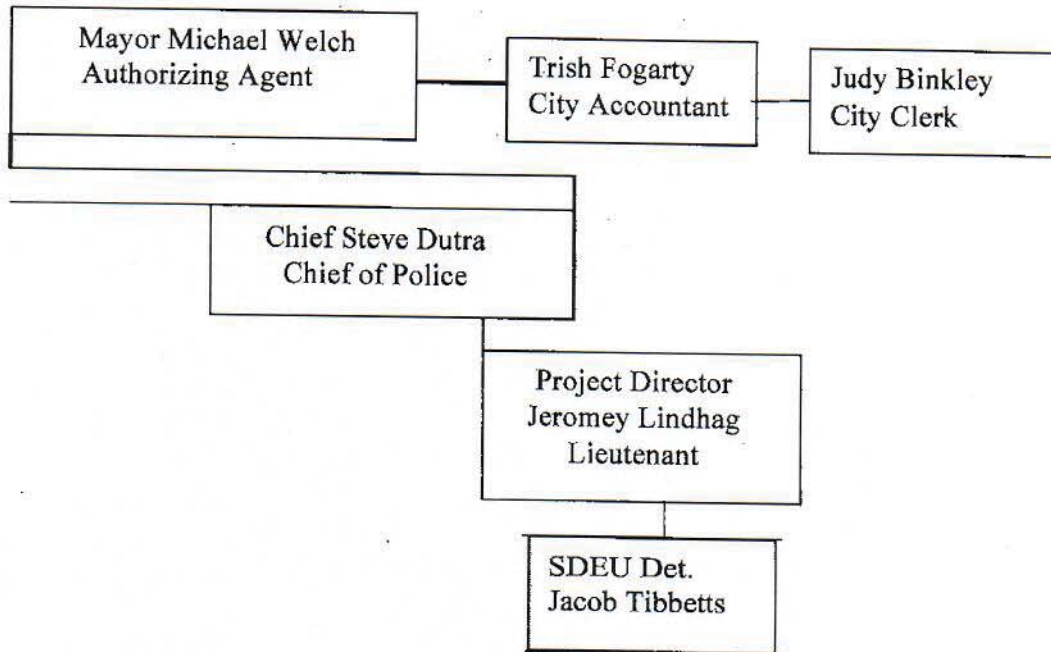
Federal Request = **\$95,063.72**

Non-Federal Amount = \$0

In summary, the decrease from FY2019 is directly related to Detective Jacob Tibbetts being a newer police officer. The base personnel cost to include overtime for the SDEU Detective Jacob Tibbetts is **\$56,856.00**. The Fringe Benefits total is **\$38,207.72**, bringing the combined total to **\$95,063.72**. The grant amount requested for 2020 is **\$95,063.72**.

6a. Itemized Budget Detail see attached.

7a. Application Agency Description



7b. Project Personnel

The Authorizing Person for this project will be Mayor Michael Welch. Chief Dutra is the Chief of Police for the City of North Pole. Chief Dutra may contribute up to 1 hour per month to the project to include oversight, report reviews, meetings with Lieutenant and SDEU Sergeant, payroll, and budget reviews with the City Accountant. The City Accountant will be in charge of audit and financing for the project. These tasks will include payroll and fringe benefits calculations and audits. The City Clerk may contribute some time to the success of the project but this is limited to Human Resource and other related matters. The Lieutenant will assist SDEU Detective Tibbetts in coordinating the flow of information. The

Lieutenant will facilitate the exchange of information between the SDEU Detective and the patrol officers at NPPD. SDEU Detective Tibbetts will contribute 100% of his time to the project as he is the only full time staff associated with the funding. Lieutenant Lindhag will contribute approximately 15 hours a quarter to assist with the success of the project.

2018 Single Audit = <https://www.northpolealaska.com/finance/page/2018-audit>

STATE OF ALASKA
Department of Public Safety

Internal Controls Questionnaire

Agency Name: City of North Pole

Completed by: Chief Steve Dutra

Date: 9/19/2019

1. Do you have written financial policies and procedures? yes
2. Does your accounting system track grant funds/projects separately? yes
3. How do you ensure compliance with your budget? Are there reviews conducted and how often? yes – annual audits
4. Do you have written purchasing policies and procedures? Yes
5. Is there inventory control over equipment? Yes
6. Are audits or reconciliations to the General Ledger performed and how often? Yes – Annual=audits and monthly for reconciliations
7. Do you have written travel policies and procedures? Yes
8. Are time and attendance records maintained for each employee? Yes
9. Are timesheets signed by both the employee and supervisor? Yes - Electronically
10. Do you have written record retention policies? Yes

**INVITATION TO BID
HEATING FUEL OIL
CALENDAR YEAR 2020**

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

The City of North Pole, hereafter referred to as “City”, is inviting bids for the delivery of heating fuel for all municipally owned facilities on a “keep-full” basis. The City annually consumes approximately 40,000 to 50,000 gallons of heating fuel oil per year. The Invitation to Bid (ITB) requests bid prices for heating fuel. The City at a minimum requires bid price for delivery of #1 heating fuel, but prefers bid prices for the delivery of #1 and #2 heating fuel. A spreadsheet of the last 12 months of fuel usage for each City facility is available upon request.

1. The quoted price shall be on a flat per gallon delivery rate PLUS the bidder’s refinery rack price as of **September 25, 2019**.
2. The awarded supplier shall pass through increases or decreases in their rack price on a direct basis. The Contractor shall notify the City in writing as refinery price changes occur and the notification shall include **documentation of the refinery rack price change. No payment will be made for the refinery price changes unless this documentation accompanies the billing statement.**
3. Building locations, tank sizes and type tank--buried or above ground are the following:

Location	Tank size (gallons)	Tank type
City Hall, 125 Snowman Lane	1,500	Buried
Eighth Ave. Fire Well, 110 East 8th Avenue	1,000	Buried
Highway Park Pump Station, 2696 Mockler Avenue	500	Buried
North Pole Fire Department Garage, 113 Lewis Street	300	Above ground
North Pole Fire Station Annex, 243 1st Avenue	500	Buried
North Pole Fire Station, 110 Lewis Street	1,500	Buried
Police Station, 120 Snowman Lane	1,500	Buried
Public Works Building, 133 Lewis Street	1,000	Buried
Santa’s Seniors Center, 101 E. 5th Avenue	1,000	Buried
Stillmeyer Water Pump Station, 810 Refinery Loop	500	Buried
Utility Garage, 2389 Homestead Road	1000	Buried
Wastewater Treatment Plant, 961 Shellinger Street	1,000	Buried
Water Treatment Plant, 401 Snowman Lane	3,000	Above ground
Well House, 791 Clear Water Court	2000	Above ground
Peridot Pump House, 2000 Peridot Street	3,500	Above ground

4. The tanks shall be completely filled with each delivery and the delivery tickets shall be dropped off at the North Pole City Hall at the time of delivery. Spill absorbent pads shall be

carried and placed around the fill pipe if required. Spills shall be reported to City Hall immediately and the Alaska Department of Environmental Conservation.

5. The term of the awarded contract shall be from January 1, 2020 to December 31, 2020.
6. Bids shall be placed in a separate and sealed envelope plainly marked **Heating Fuel Bid 2020** on the outside of the envelope.

7. Bids shall be addressed to:

**City Clerk
City of North Pole
125 Snowman Lane
North Pole, AK 99705.**

8. Faxed bids will not be accepted. All bids shall be evaluated in accordance with the criteria set forth in Section 4.16.040 of the City of North Pole Code of Ordinances. The City reserves the right to reject any and all bids.
9. Bids must be received in the City Clerk's Office by **2:00 p.m., Monday, September 30, 2019**, at which time the bids will be opened and publicly read aloud. It is anticipated that the North Pole City Council will award this contract at the regularly scheduled City Council meeting Monday, October 7, 2019 at 7:00 p.m. in the North Pole City Council Chambers.

BID SUBMISSION

DOCUMENTS REQUIRED WITH BID

A bidders' submission **MUST** include the following **TWO** items with the bid to be complete; otherwise, it will be considered incomplete and non-responsive.

A. Bid Form

Bids shall be submitted on the Bid Form or reasonable copy.

B. Alaska Business License

Provide a copy of the firm's current Alaska Business license.

VALIDITY OF BID

Offers made in accordance with the bidding documents must be good and firm for a period of sixty (60) days from the date of bid opening.

CONTRACT TERMS

Contract terms are those contained in this ITB. The Contractor's duties begin on January 1, 2020. This agreement will end by its own terms December 31, 2020.

CONTRACT RENEWAL OPTION

The City reserves the option to renew this contract upon mutual agreement for two (2) additional one-year periods at the same terms, conditions, and prices. For each year the contract is extended the Contractor shall submit a current Certificate of Insurance that satisfies the City's insurance requirements in affect at that time and submit a copy of the Contractor's current State of Alaska and City of North Pole business licenses. The contractor may request an adjustment in the contract prices as part of the renewal. Adjustment of contract prices is subject to City Council approval.

ACCEPTANCE OF BIDS

The City reserves the right to reject any or all bids, to waive any informalities in the procedures, or to cancel the solicitation if it is in the best interest of the City. The City shall have the right to reject any bid from a bidder determined by the City, at its discretion, to be not responsible or not qualified to perform the bid specifications. A determination that a bidder is not responsible may be made solely on the basis of previous failure to perform properly or to complete contracts.

If any Addenda are issued pertaining to the bidding documents and subject Addenda are not acknowledged on the Bid Form, the bid will be considered non-responsive. The Bid Form provides a space for acknowledgement of receipt of Addenda.

Telegraphic or electronic bids will not be accepted.

All bids shall be made on the forms provided by the City or copy thereof and shall be signed by the bidder with signature in full. Each bid shall be enclosed in a separate sealed envelope and clearly marked **Heating Fuel Bid 2020**.

Any bidder may withdraw, modify, or correct his/her bid after it has been deposited with the City. Such requests for withdrawal, modifications, or correction must be received by the City in writing or by electronic telecommunication before the time set for opening bids. The original bid, as modified by such written or electronic telecommunications will be considered as the bid submitted by the bidder; provided that written confirmation of any telegraphic withdrawal, modification, or correction over the signature of the bidder is placed in the mail and postmarked prior to the time set for the bid opening or hand delivered to the North Pole City Hall and signed and dated by an official representative of the City. The City expressly reserves the right to reject any and all bids and to not award the proposed agreement, if it is in the City's best interest.

NOTICE OF INTENT TO AWARD AND NOTICE OF AWARD

Award of the contract is at the sole discretion of the North Pole City Council. Upon authorization of the bid, the bidder will be sent a Notice of Intent to Award. The bidder will have ten (10) business days to submit the following **TWO (2)** items:

- 1. Certificate of Insurance**
- 2. City of North Pole Business License**

Failure to submit these items may lead to award of the contract to another bidder.

Upon acceptance of the Certificate of Insurance and City of North Pole Business License, the bidder will receive a Notice of Award for signature.

SUPPLEMENTAL DOCUMENTS

A. City of North Pole Business License

City of North Pole Business License applications can be obtained at the North Pole City Hall or on the City's website at <http://www.northpolealaska.com/> in the *Doing Business* pull-down menu.

B. Certificate of Insurance

Insurance Requirements

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

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

project are foreseeable, the Contractor shall take such steps as are necessary to insure it against such hazards.

If Contractor has any self-insured retention or deductible under any of the following minimum required coverages, Contractor must identify on the Certificate of Insurance the nature and amount of such self-insured retention or deductible and provide satisfactory evidence of financial responsibility for such obligations. All deductibles and self-insured retentions will be Contractor's sole responsibility.

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

A. Minimum limits

- \$1,000,000 each occurrence
- \$1,000,000 personal & adv injury
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

B. Coverages

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

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

A. Minimum Limits

1. \$1,000,000 combined single limit each accident

B. Coverages

1. Additional insured endorsement
2. Specific waiver of subrogation

3. Contractual liability

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

A. Minimum Limits

1. Workers' compensation – statutory limit
2. Employer's liability
 - a. \$1,000,000 bodily injury for each accident
 - b. \$1,000,000 bodily injury by disease for each employee
 - c. \$1,000,000 bodily injury disease aggregate

B. Coverages

1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Contractor's General Liability policy.

Pollution Liability: Contractor will purchase pollution liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of Contractor's services in relation to the Project as follows: (If Applicable)

A. Minimum Limits:\$2,000,000 each occurrence/\$4,000,000 aggregate

B. Coverages:

1. Contractual Liability
2. Personal Injury
3. Bodily Injury
4. Property Damage
5. Contractor named Loss Payee
6. Primary and noncontributory coverage

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

Duration of Coverage. All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed

operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

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

Bid Form: 2020 Heating Fuel

City of North Pole
125 Snowman Lane
North Pole, AK 99705
Tel: 907-488-2281; Fax: 907-488-3002

#1 Heating Fuel Price Quote

Column A	Column B	
Delivery and other charges per gallon for #1 heating fuel as of September 25, 2019*	Bidder's per gallon refinery rack charge for #1 heating fuel as of September 25, 2019*	Total per gallon price (Column A + Column B)

* All bidders are required to provide their refinery rack price for the same date—Friday, September 25, 2019—to enable comparison among bidders.

#2 Heating Fuel Price Quote

Column A	Column B	
Delivery and other charges per gallon for #2 heating fuel as of September 25, 2019*	Bidder's per gallon refinery rack charge for #2 heating fuel as of September 25, 2019*	Total per gallon price (Column A + Column B)

* All bidders are required to provide their refinery rack price for the same date—Friday, September 25, 2019—to enable comparison among bidders.

Company name

Address

City/State/ZIP

Telephone number

Fax number

Authorized individual's name (print)

Authorized individual's title

Authorized individual's signature

Date

Acknowledgement of Addenda

Submitter has received and examined the Addenda listed below, receipt of which is hereby acknowledged by listing the Addendum Number and Addendum Date.

Addendum Number	Addendum Date



North Pole Police Department

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



September 30, 2019

To: Honorable Mayor Welch
North Pole Council Members

Re: Approval of SHSP 2019 DHS Grant
Amount of \$18,344.00

I would like the council to approve the attached grant in the amount of \$18,344.00. These grant funds will be used to help offset costs associated with Collapse Rescue Technician Training and regional scale scenario training.

These funds were applied for to help offset costs for the North Pole Fire Department to conduct area wide collapse rescue training. We have until September 30, 2021 to expend these funds.

Thank you for your time.


Chief Steve Dutra

Steve Dutra

From: Zane Wilson <zane@alaskalaw.com>
Sent: Monday, September 30, 2019 6:21 PM
To: Steve Dutra
Cc: Niki Lightly
Subject: RE: SHSP 2019 Grant Approval

Chief:

I reviewed, fine by me. Do you need me to do anything else?

Zane

-----Original Message-----

From: Steve Dutra
Sent: Monday, September 30, 2019 5:07 PM
To: Rene Broker <reneb@alaskalaw.com>
Cc: Niki Lightly <nikil@alaskalaw.com>
Subject: SHSP 2019 Grant Approval

Rene,

Can we get an approval on this to place on agenda for council meeting of Oct. 7th? If we can get authorized by 10 am tomorrow I can have it placed on agenda.

Sorry for short notice.

Chief Steve Dutra
North Pole Police Department
125 Snowman Lane
North Pole, Alaska 99705
Business Phone : (907) 488-6902
Business Voice Mail : (907) 488-8469
Business Fax : (907) 488-5299
E-mail : sdutra@northpolepolice.org
Website <http://www.northpolepolice.org>

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

Department of Military and
Veterans Affairs

Division of Homeland Security and
Emergency Management

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

COPY

September 20, 2019

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

RE: 2019 State Homeland Security Grant, EMW-2019-SS-00031-S01
State Grant No.: 20SHSP-GY19

Certified Mail: 9171 9690 0935 0210 4296 36

Dear Mayor Welch:

We received funds from the U.S. Department of Homeland Security under the 2019 State Homeland Security Grant. We are pleased to award the City of North Pole the amount of \$18,344.00 under this grant. Funding from this program is provided to support, build, and sustain the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events.

Please review the Grant Requirement and Program Terms and Conditions. Program Terms and Conditions will be discussed at the 2019 electronic Grant Kick-Off Meeting to be held in October 2019.

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

The 2019 State Homeland Security Program Guidance now requires completion of the Nationwide Cybersecurity Review (NCSR) by all subrecipients by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting.

Mayor Welch
September 20, 2019
Page 2 of 2

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

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

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

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

If you have any questions, please contact the Division Project Manager for this grant, Tiffany Peltier, at (907) 428-7026 or by email at mva.grants@alaska.gov.


Sincerely,



Paul L. Nelson
Deputy Director

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

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

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate						Page 1 of 8	
						FEDERAL AWARD DATE	
						August 06, 2019	
						FEDERAL GRANT PROGRAM	
						2019 State Homeland Security Grant	
OBLIGATING AWARD DOCUMENT						FEDERAL GRANT NUMBER	
						EMW-2019-SS-00031-S01	
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.067	
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM: October 01, 2019		AMENDMENT #:		AWARD AMOUNT	
		TO: September 30, 2021		EFFECTIVE DATE:			
				STATE PROGRAM NUMBER		20SHSP-GY19	
DUNS NUMBER		082506569		FUNDING ALLOCATION			
EIN		92-6001585		PLANNING		EXERCISE	
METHOD OF PAYMENT		Electronic		TRAINING		EQUIPMENT	
				\$18,344.00			
PURPOSE OF AWARD							
The attached Project Budget Details is the funding allocation. Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750				WEBSITE		http://ready.alaska.gov
					EMAIL		mva.grants@alaska.gov
					PHONE		907-428-7000
					FAX		907-428-7009
STATE PROJECT MANAGER		PHONE		FAX		EMAIL	
Tiffany Peltier		(907) 428-7026		(907) 428-7009		tiffany.peltier@alaska.gov	
AGENCY APPROVAL							
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Paul L. Nelson, Deputy Director				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
				DATE		DATE	
				9-19-19			
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	19 SHSP NP	2SHSP2019	GYSHSP

Program Requirements

(A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.

(B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Division of Homeland Security and Emergency Management (DHS&EM).

(C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.

(D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.

(E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990*. Per *Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the *Buy American Act* (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. *Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990* (as applicable.) The *USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974*. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.

(G) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

(H) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:

1. Administrative requirements

2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

2. Cost Principles

2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>

3. Audit Requirements

2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>

- a. Federal: The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.

b. State: If the applicant is an entity that received state financial assistance the applicant shall submit to the State City Council or governing agency within 1 year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.

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

14. SAFECOM

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

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

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005--030 www.state.ak.us/local/akpages/ADMIN/dgs/docs/as3630.doc

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. <http://www.legis.state.ak.us/cgi-bin/folioisa.dll/aac>

Alaska Administrative Manual <http://doa.alaska.gov/dof/manuals/aam/index.htm>

SHSP Program Terms and Conditions

The total allocation of the 2019 State Homeland Security Grant awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$4,077,500.00 under *Federal Grant EMW-2019-SS-00031-S01, CFDA# 97.067*. The City of North Pole has been awarded \$18,344.00, which shall be used to support activities essential to the ability of states, territories, and urban areas to prevent, protect against, mitigate, respond to, and recover from terrorist attacks and other all-hazards events. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The performance period of this grant award is October 1, 2019 through September 30, 2021. Project conditions must be completed by this date. The City of North Pole cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or DHS&EM may execute de-obligation of the funds.

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

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

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2019–12/31/2019	01/20/2020
2	01/01/2020–03/31/2020	04/20/2020
3	04/01/2020–06/30/2020	07/20/2020
4	07/01/2020–09/30/2020	10/20/2020
5	10/01/2020–12/31/2020	01/20/2021
6	01/01/2021–03/31/2021	04/20/2021
7	04/01/2021–06/30/2021	07/20/2021
8	07/01/2021–09/30/2021	10/20/2021
9	Final Report	11/15/2021

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

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

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

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

- Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require DHS&EM pre-approval prior to implementation. Final signed copies of all contracts are required for submission to DHS&EM with the request for reimbursement. Please review the *Procurement Method Report* for specific requirements.

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

(E) Non-reimbursable Expenses:

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

(F) Property and Equipment Management: The City of North Pole shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* is available at <http://ready.alaska.gov/grants> shall be submitted to DHS&EM annually each **June 20** with the *Financial Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHS&EM, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with state laws and procedures as outlined, and 2 CFR Subpart D (200.210-200.316). For items over \$5,000.00, a Single Equipment Reporting Form must be submitted at the time of reimbursement at the time of reimbursement request

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

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

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

(J) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: *This document was prepared under a grant from the Federal Emergency Management Agency (FEMA)'s Grant Programs Directorate, U.S. Department of Homeland Security and the Alaska Division of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate, the U.S. Department of Homeland Security or the State of Alaska.*

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

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

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

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

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

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

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

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

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

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

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

(T) Project Implementation: Due to the competitiveness of the 2019 State Homeland Security Grant, approved projects must be ready-to-go. Project implementation shall begin within the first reporting quarter.

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

(U) The City of North Pole shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), Guidance, Federal Emergency Management Agency (FEMA) Preparedness Grants Manual, State Overview and Guidelines, State Preparedness Report/ Stakeholder Preparedness Review, Threat and Hazard Identification and Risk Assessment (THIRA) and the State Homeland Security Strategy. By signing this obligating award document, the City of North Pole certifies it has read, understood and accepted these documents as binding.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend the 2019 Grant Kick-Off Meeting to be held electronically in October 2019.

(W) The City of North Pole must complete a Quarterly Activities Plan by January 20, 2020. Information on this requirement will be emailed and provided at 2019 Grant Kick-off meeting.

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

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

(Z) The signature of the signatory officials on this award attests to the City of North Pole's understanding and acceptance of the National Incident Management System (NIMS) compliance requirements. For FFY 2019, the Alaska Assessment will be the required means to report NIMS compliance for future preparedness award eligibility.

(AA) The City of North Pole must complete the Nationwide Cybersecurity Review (NCSR) by December 31, 2019. More information on this online, self-assessment is will be provided at the 2019 electronic Kick-Off Meeting and can be found in the 2019 HSGP NOFO and DHS Information Bulletin #439, located here, <https://www.fema.gov/media-library/assets/documents/176414>.

Special Conditions

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

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature

Project Budget Details Report

2019 State Homeland Security Program / 2019 SHSP

North Pole, City of

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

<u>PBD#</u>	<u>Expense Category</u>	<u>Solution Area</u>	<u>Discipline</u>	<u>Qty</u>	<u>Budgeted Cost</u>	<u>PBD# Amt Spent</u>	<u>PBD# Balance</u>
1	Training	Course: Dev,Del,Eval	EMA				
EHP <input type="checkbox"/> EHP					State		
Item:					Federal	\$18,344.00	\$18,344.00
					Collapse Rescue Technician Training		
Description					Funding for Collapse Rescue Technician Training and regional scale scenario.		

Adjusted Grant Award

State	
Federal	\$18,344.00

Total Budgeted Allocated (Fed & State)	\$18,344.00
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PBD Total Allocations:

State	
Federal	\$18,344.00

Total Expenses: State

Federal

Summary Balance: State

Federal

\$18,344.00

PBD Non-Budgeted Funds:

\$0.00

Memorandum

To: *Mayor Welch & North Pole City Council*

From: *Tricia Fogarty, CFO*

Date: 10/2/2019

Re: Ice Rink Fund, Fund Balance \$10,579.93

The Fairbanks North Star Borough Parks & Recreation and the FNSB School District have agreed to renovate the covered North Pole High School Ice Rink. The FNSB plans to provide some funding for these repairs; the North Pole Hockey Cooperative is a group of volunteers that is currently directed by Jeremy Holan. He has offered to provide their remaining rink repair funds that are held by the City of North Pole.

The North Pole Ice Rink Fund was set up under Mayor Jacobson in 2005. The fund was not formally set up by ordinance or resolution. The City accepted donations to be used to repair the North Pole Middle School Ice Rink. Repairs were made by volunteers, and receipts of materials are turned in for reimbursement.

My recommendation is to forward the balance of the fund to the Fairbanks North Star Bough and close the fund.

Thank you
Tricia

**CITY OF NORTH POLE
ORDINANCE 19-18**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 4, CHAPTER 08.050 SALES TAX CODE TO
COLLECT SALES TAX FROM ONLINE RETAILERS**

WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement; and,

WHEREAS, retail sellers making deliveries to buyers in the City of North Pole benefit from City services; and,

WHEREAS, exempting catalog and internet retailers from the obligation to collect and remit sales taxes provides these retailers an unfair competitive advantage over local retailers; and,

WHEREAS, in order to pursue a new revenue stream, the City of North Pole will remove the exemption for goods and services purchased through mail order catalogs or the internet; and,

WHEREAS, to continuously provide quality services to our citizens, businesses and to attract future growth of our community; and,

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City and to provide clarification as needed.

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

Section 1. This ordinance is of permanent nature and shall be codified in the North Pole Code of Ordinances.

Section 2. General provisions of the North Pole Municipal Code of Ordinances are amended as follows by inserting the text underlined and in red, and removing the language that has been stricken.

4.08.050 Exemptions.

A. The following classes of sales, rentals, and services are exempt from the tax imposed by this chapter:

1. Casual and isolated sales not exceeding \$1,000 (one thousand dollars) per calendar year and not requiring the seller to hold a current City or State business license;
2. Sales, services, rentals, and transactions which the municipality is prohibited from taxing under the Constitution of the United States or the State of Alaska, including but not limited to:
 - a. Sales of insurance bonds of guaranty, fidelity, and the commissions thereon,

- b. Sales to Federally chartered credit unions,
- c. Sales of goods made with food coupons, food stamps, or other type of certificate issued under 7 USC 2011 through 2025 (Food Stamp Act), or made with food coupons, food vouchers, or other type of certificate issued under 42 USC 1786 (Special Supplemental Food Program for Women, Infants, and Children);
3. Sales, rentals, or services provided to the United States, to the State of Alaska, and any public corporation or political subdivision thereof;
4. Sales, rentals, or services provided to any volunteer ambulance, fire, or law enforcement organization providing service to the public and to public international organizations designated by the President of the United States;
5. Sales of professional medical services performed by a person, clinic, or hospital licensed and certified under the State of Alaska:
 - a. The preparation of controlled substances prescribed and supplied by a State licensed and certified medical professional,
 - b. Counseling services provided by State licensed and certified psychologists or psychological associates, clinical social workers, alcohol and drug counselors, or marital and family therapists,
 - c. Assisted living services provided in accordance with State regulations, and licensed by such,
 - d. Sales and rentals of hearing aids, crutches, wheelchairs, and other personal property specifically manufactured for a patient;
6. Sales of newspapers or other periodicals by carrier made directly to consumers where the carrier is responsible for the collection of sales revenue;
- ~~7. Goods and services purchased through mail order catalogs or the Internet;~~
- ~~8.~~ 7. Membership dues, fees, or assessments paid to clubs, labor unions, fraternal organizations, and other nonprofit organizations that have obtained Exemption Certificate 501(c) from the Internal Revenue Service;
- ~~9.~~ 8. Sales, services, and rentals to a buyer, or made by a seller, for functions organized and administered solely by an organization holding a current 501(c)(3) or 501(c)(4) exemption ruling or equivalent from the Internal Revenue Service which has a physical or mailing address within City limits and a resolution or letter from the board, naming up to a maximum of six individuals, authorized to make purchases on behalf of the organization. This exemption does not apply to the sale of pull-tab games;
- ~~10.~~ 9. Sales of school admission tickets, goods, services, and rentals for school entertainment, athletic activities, and all other activities conducted by school sanctioned groups;
- ~~11.~~ 10. Sales of food and beverages in public or private school and college cafeterias or lunchrooms which are not operated for profit;
- ~~12.~~ 11. Rentals of real property where the term of tenancy is monthly or longer;
- ~~13.~~ 12. Sales, rentals, or leases/purchase agreements of automobiles by a dealer made outside City limits;
- ~~14.~~ 13. Sales for resale (wholesale) of tangible personal or real property, other than tobacco, to a buyer for reselling in its original form;
- ~~15.~~ 14. The commission earned on real estate sales;

- 93 ~~16.~~ 15. Air, train, bus and boat fares, lodging, adventure and similar and related
94 services and the commission earned by licensed agents in the sale thereof;
95 ~~17.~~ 16. Sales of food and merchandise in the farmer's market. City business licenses
96 are required by vendors;
97 ~~18.~~ 17. Sales of services to include but not limited to architectural, carpentry,
98 electrical, engineering, financial, general contractor, landscaping, legal, plumbing,
99 snow removal, etc. City business licenses are required; the sale of goods and
100 products associated with the service is not exempt unless previously described in
101 this chapter.

102
103 **Section 3.** Effective date.

104 This ordinance shall become effective at 5:00 p.m. on the first City business day following its
105 adoption.

106
107 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this
108 _____ day of _____, 2019.

109
110
111
112 _____
113 Michael W. Welch, Mayor

114 ATTEST:

115
116 _____
117 Judy L. Binkley, City Clerk
118
119

PASSED/FAILED Yes: No: Absent:

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

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 10, CHAPTER 10.02.100 RELEASE OF MOTOR
VEHICLE - COSTS**

WHEREAS, changes to the North Pole Municipal Code is a continually changing requirement;
and,

WHEREAS, the City of North Pole seeks comparable costs as to our neighboring communities;
and,

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the
requirements of the City and to provide clarification as needed.

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

Section 1. This ordinance is of permanent nature and shall be codified in the North Pole Code of
Ordinances.

Section 2. General provisions of the North Pole Municipal Code of Ordinances are amended as
follows by inserting the text underlined and in red, and removing the language that has been
~~stricken~~.

A violation of AS 28.35.030, AS 28.35.032, AS 28.15.291 and Section 10.02.160 of this chapter
must be brought in the forum of the civil action.

10.02.100 Release of Motor Vehicle - Costs.

A. A vehicle under this section may be released upon proof of ownership of the vehicle,
payment of towing and storage fees, including the administrative fee of ~~\$384 (three
hundred eighty-four dollars)~~ to offset the City's processing costs.

a. \$500 (five hundred dollars) for the first offense.

b. \$750 (seven hundred fifty dollars) for the second offense.

c. \$1000 (one thousand dollars) for the third offense.

B. Impound towing fees have been set at \$130 (one hundred thirty dollars) for
impound/towing. Daily impound fees are set at \$30 (thirty dollars) per day. Certified
letter notification fee is \$75 (seventy-five dollars) and a one-time security fee is set at \$65
(sixty-five dollars). Item recovery fees are set at \$50 (fifty dollars) per visit.

Section 3. Effective date.

This ordinance shall become effective at 5:00 p.m. on the first City business day following its adoption.

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:

Michael W. Miller

DOB – August 7, 1951, Fairbanks, Alaska

Political Experience:

Leadership: Senate President (1997-1998)

Commissioner of Administration, State of Alaska (2003-2004)

Election History: City of North Pole Council (1976-1980)

Alaska State House (1982-1992)

Alaska State Senate (1992-2000)

Community Activities: Original Board Member of Project 714 (STARS), Drug Intervention and Prevention Program for Secondary Schools; Past Board Member of Crisis Pregnancy Outpost for North Pole/Fairbanks area; Member, National Federation of Independent Business (NFIB).

Education: Monroe Catholic High School, Fairbanks

Attended University of Alaska, Fairbanks, 1970-1974

Occupation: President/Owner, Santa Claus House

Work History: President/CEO, SCH, Inc. 1966 – Present, North Pole, AK

Commissioner of Administration, State of Alaska (2003-2004)

Juneau

Alaska State Legislator, State of Alaska, 1982-2000, Juneau

Warehouseman, Trans Alaska Pipeline, 1974-1978, Fairbanks

Military Service: Alaska Air National Guard (1971-1974)

Birth: 8/7/51; Fairbanks, AK – Life-long Alaskan

Family: Wife-Susan-married 44 years, Anniversary-12/27/74

Children – Teffonie, Son-in-Law – Phillip (5 Children)

Carissa, Son-in-Law – Paul (3 Children)

Hobbies: Coin collecting, history, antiques, family gatherings, grandchildren.



FAIRBANKS NORTH STAR BOROUGH
907 Terminal Street PO Box 71267 Fairbanks, AK 99707

(907) 459-1300
FAX (907) 459-1102

BOARDS/COMMISSIONS APPLICATION FORM

Name of Board/Commission Planning Commission

Applicant's Name Rolando N. Miranda

Residence Address 601 Evelyn Dr.

City/State/Zip North Pole, AK 99705

Mailing Address Same

City/State/Zip N/A

Work Phone 907-455-8080 Home Phone 907-388-1010

FAX 907-488-8196 E-mail rollie@mirandaelectric.com

Are you registered to vote within the Fairbanks North Star Borough [required by FNSB 4.04.040]

Yes ☒ No ☐

Do you currently serve on any other Borough Boards & Commission? Yes ☐ No ☒

If yes please list which one:

Statement of Interest (use reverse side of form if necessary):

I would like to have input planning for the future of our community and decisions about existing issues.

Brief Personal Biography (or attach resume)

Arrived at Eielson AFB Oct. 1976. Served 6 years and worked Federal Service for several years before becoming an Electrical Contractor. I have lived at my current address since 1981, married with two daughters.

Professional Licenses/Training

APPLICANT'S SIGNATURE

DATE

9/5/2019

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.

FOR OFFICE USE ONLY

Date Received _____

By _____

Note Any Attachments

RETURN TO THE OFFICE OF THE MAYOR
DISCLOSURE OF PRESENT ECONOMIC INTEREST
APPOINTED PUBLIC MEMBERS OF A BOARD, COMMISSION, OR OTHER MUNICIPAL BODY

1. Miranda, Rolando, N.
(YOUR NAME: LAST, FIRST, MIDDLE)
2. Planning Commision
(BOARD, COMMISSION, OR OTHER PUBLIC BODY TO WHICH YOU ARE APPLYING.)

3. FOR TERM ENDING: _____

4. PLEASE GIVE THE BUSINESS NAME OF YOUR EMPLOYER, TYPE OF BUSINESS, YOUR POSITION:

Miranda Electric, Inc. Electrical Contracting, President
(BUSINESS NAME) (TYPE OF BUSINESS) (YOUR POSITION)

5. ARE YOU SELF-EMPLOYED? YES ☒ NO ☐

DECLARATION

I understand that I am required to disclose any interest which would cause me or an immediate family member (including all household members) to have a personal or financial interest, different than those of the public generally, in matters coming before the board, commission, or other public body of the municipality to which I have been appointed. When such matters arise, I will also inform the other members on the record, so that the potential for a conflict of interest can be addressed prior to action by the public body.

I have the following interest(s) which would cause me, an immediate family member, or household member to have a personal or financial interest, different than those of the public generally, in matters coming before the public body during my term:

(ATTACH SEPARATE SHEETS AS NECESSARY)

If the situation changes or I acquire new interests, I will file a supplemental disclosure with the Clerk's Office. I affirm that this DISCLOSURE is true and correct to the best of my knowledge.

Signature 

Date 9/5/2019

The Fairbanks North Star Borough is subject to the Alaska Public Records Act, AS 40.25 et seq. and this document may be subject to public disclosure under state law.