



CITY OF NORTH POLE
Regular Meeting Monday
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, August 2, 2021
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Kathryn Weber, MMC

COUNCIL MEMBERS

Perry Walley – Mayor Pro Tem	347-0135
Santa Claus – Deputy Mayor Pro Tem	388-3836
Aino Welch – Alt. Deputy Mayor Pro Tem	488-5834
DeJohn Cromer	347-2808
David Skipps	750-5106
Thomas McGhee	455-0010

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**
 - Minutes of July 19, 2021
6. **Communications from the Mayor**
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**

9. Ongoing Projects Report

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

11. Old Business

- a. Ordinance 21-13 An Ordinance of the City of North Pole, Alaska to Amend the 2021 Fire Department Fleet Fund.
- b. Ordinance 21-14 An Ordinance of the City of North Pole, Alaska to Amend the Police Department Grant Fund.

12. New Business

- a. Approval of the Hughes Fire Equipment Inc. proposal and purchase agreement to purchase one (1) Pierce fire apparatus.
- b. Request to Accept Coronavirus Local Fiscal Recovery Fund Agreement
- c. Ordinance 21-15 An Ordinance of the City of North Pole to approval of up to \$150,000 for the removal and treatment of stockpiled sewer sludge at the wastewater treatment plant by US Ecology
- d. Resolution 21-09, A Resolution of the North Pole City Council designation city officials authorization to sign on City of North Pole accounts.

13. Council Comments

14. Adjournment

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



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

A regular meeting of the North Pole City Council was held on Monday, July 19, 2021 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, July 19, 2021 to order at 7:00 p.m.

There were present:

**Michael Welch – Mayor
Thomas McGhee – Mayor Pro Tem
Aino Welch – Dep. Mayor Pro Tem
Perry Walley – Alt. Dep. Mayor Pro Tem
DeJohn Cromer
David Skipps
Santa Claus**

Absent/Excused

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Mayor Welch

INVOCATION

Invocation was given by Mr. McGhee

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of July 19, 2021

Seconded by Ms. Welch

DISCUSSION

None

Mr. McGhee moved to amend the agenda of July 19, 2021 to consent the following items:

- a. Ordinance 21-13 An Ordinance of the City of North Pole, Alaska to Amend the 2021 Fire Department Fleet Fund.
- b. Ordinance 21-14 An Ordinance of the City of North Pole, Alaska to Amend the Police Department Grant Fund.
- c. Request To Approve the Design Alaska Inc. Proposal to Develop a Master

- Plan for Future North Pole Fire Station Expansion Remodel.
- d. Request To Accept Additional Funding to the SHSP-18 Grant to Purchase Mobile Radios.

And delete item:

- e. Request To Temporarily Increase Sgt. Smith's Salary While Acting As The North Pole Police Lieutenant.

Discussion

None

On the amendment

PASSED

Yes: 7 – A. Welch, Claus, Walley, Cromer, McGhee, Skipps, Mayor Welch

No: 0

Absent: 0

On the Agenda as amended

Discussion

None

PASSED

Yes: 7 – A. Welch, Claus, Walley, Cromer, McGhee, Skipps, Mayor Welch

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. McGhee moved to approve the Minutes of July 6, 2019

Seconded by Ms. Welch

Discussion

None

Mr. McGhee moved to amend the minutes under Roll Call to change excused absences to absent moving forward as it states in our code

Seconded by Ms. Welch

On the minutes as amended

PASSED

Yes: 7 – A. Welch, Claus, Walley, Cromer, McGhee, Skipps, Mayor Welch

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

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COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Mr. McGhee asked the Mayor to email council on dates for them to attend.
- Mr. Claus asked about adding to the agenda concerning the CFO pay. Mr. McGhee stated that the CFO does not work for the City Council and works at the pleasure of the Mayor.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Dept., Chief Dutra

- I will be in the office this week and out of office until the August 9th on annual leave. I will be in and out of the area. Sgt. Smith along with other command staff will be holding the fort down while I am not in range. But as usual I will be around to monitor as needed.
- MVA involving Officer. Officer and others involved are ok. Report being done by Troopers keep you posted. Car being assessed for estimates.
- Please don't forget the Memorial Park ceremony on July 27th at 10:00 am. The Lt. Governor will be the guest speaker.
- FPD is having the same struggles as NPPD with recruiting officers.

Fire Dept., Chief Heineken

- I would like to thanks the council for approving the two items on the agenda concerning the Fire Department. The fire department has spent multiple years preparing for and communicating to City Council the need to purchase a new fire apparatus.
- Annual Pump Testing was completed by Captain Hamlin. This year we rented the Fairbanks FD Draft Commander trailer to pump test on site at the fire station. The use of area gravel pits in the past is not appropriate now that we know about the PFOS/PFOA

problems caused by firefighting foam. Being able to pump test at the fire station made the process quick and easy and eliminated the logistics of moving apparatus to an alternate pumping site.

- The fire department uses Underwriters Laboratories (UL) to perform annual ladder tests on all fire department ladders. This testing also includes the aerial device on Platform 21. Platform 21 UL testing found worn Sheaves (pulleys). We were able to coordinate with Fairbanks City Garage who has a designated tall bay that was built specifically to work on aerial fire apparatus. Last Saturday July 17th they were able to replace two of the sheaves, two additional sheaves need to be replaced and parts are being ordered.
- The fire department will conduct the annual hydrant testing later this summer. We are coordinating with Utilities so the water used during the testing process does not interfere with system maintenance.

Council Member McGee asked the fire chief about the non-hydrant areas of the City and if the fire department has looked into the possibility of bringing water mains into these areas just for hydrants to be used for firefighting efforts and not for domestic water usage. Chief Heineken replied that this concept had not been discussed before, the general mind set was that City Utilities department could eventually expand into those areas to provide domestic water to the houses and fire hydrants would be incorporated into those water mains. The fire department would not be opposed to fire hydrant only water being extended into areas currently without water.

Finance, Tricia Fogarty

- Thanked Ms. Weber for coming back.
- Revenue Sharing for 2022 estimated at \$84201.22

Director of City Services, Bill Butler

- None

Borough Representative

- Ms. Welch will be attending the next meeting in July at the borough.

City Clerk's Office, Kathy Weber

- We have received 2 applications for City Clerk position.
- Council members need to attend meetings in person now as the emergency Covid order has passed. Our code states that you must be present to vote.

ONGOING PROJECTS

- Mayor Welch gave a brief update on Mr. Everson's findings. He will meet with each

department head to go over it. Mayor Welch would like to meet with the Total Compensation Committee the beginning of August.

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

- None

OLD BUSINESS

- None

NEW BUSINESS

- Consent Agenda

COUNCIL COMMENTS

Mr. McGhee – it is disturbing that with all the movement throughout the years to get natural gas that the City of North Pole, yet the FNSB hasn't restated the program. The borough needs to stand up and help the North Pole City residents as it will cost over 3million.

In support of the men and women of the United States Armed Forces, we request your attendance at our **Defense Fuels Support Point (DFSP) North Pole Summer Open House**. The event will provide an opportunity for key government, political and military leaders to tour the facility, meet the team responsible for the design, construction and operation and celebrate the many logistics, economic, and community benefits the facility will continue to provide as it approaches operational status.

Once complete in early 2022, Crowley will operate the 500,000 barrel (21 million gallon) bulk fuel storage facility, providing a strategic link in the supply chain required by the U.S. Air Force and U.S. Army as they execute their mission in defense of the Homeland.

Event details:

4800 Pullman Drive • North Pole, AK

Wednesday, August 25, 2021

1200 until 1500 local time

**Please indicate number of attendees and any need for shuttle service in RSVP email. You will be subsequently contacted to arrange accordingly.*

Mr. Skipps – No comment

Mr. Claus – Welcomed Ms. Weber back. Wished everyone well and to be careful.

Mr. Walley – No comment

Ms. Welch – would like to work with Mr. McGhee so she could bring this forward to the FNSB

when she attends their meeting. She also is concerned about the spraying of mosquito's in the area and how they could harm the environment.

Mr. Cromer – Gov. Dunleavy did a tour of the hospital this week. Spoke to employees and thanked essential workers.

Mayor Welch – would like the council to look at what committee's it would like to have. He encouraged the council to look back at the report that Agnew-Beck did back in 2015.

Mr. McGhee *moved to adjourn the meeting at 8:04 p.m.*

Seconded by Ms. Welch

The regular meeting of Monday, July 19, 2021 adjourned at 8:13 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, July 19, 2021.

Michael Welch, Mayor

ATTEST:

Kathryn Weber, MMC
North Pole City Clerk

ORDINANCE NO. 21-13

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND 2021 FIRE DEPARTMENT FLEET FUND

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

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

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

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

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

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

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council

Mayor: Michael W Welch

ATTEST:

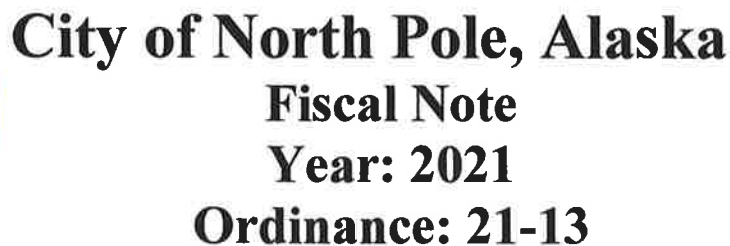
Thomas McGhee, Mayor Pro Tem

PASSED/FAILED

Yes:

No:

Absent:



Date: July 14, 2021

Does the Ordinance or Resolution have a fiscal impact? **Yes**

To budget of the North Pole Fire Department purchase of a Pierce Fire apparatus from Hughes Fire Equipment. Funds are to be withdrawn from Key Bank AMLIP account.

Finance Approval: Tricia Fogarty **Date: 04/14/2021**

Memo

To: Tricia Fogarty, CFO
From: Chad Heineken, Fire Chief
Date: July 19, 2021
Re: Fiscal note, Fire Dept Fleet Fund



Fiscal Note for attachment to Ordinance No. 21-13

Transfer into:

From:

01-54-9-999 FD Fleet Fund	\$866,278.00	Alaska Municipal League Investment Pool account (AMLIP)
Purchase of a Pierce Fire Apparatus through Hughes Fire Equipment.		



July 8, 2021

North Pole Fire Department, AK
One (1) Arrow XT Pumper Tender AK949
Build Location: Appleton, WI

Current Price until
Aug 27, 2021

* If purchased after
Sept 1, 2021

Proposal Price: FOB, North Pole, AK	908,462.00	923,402.00
Less 100% pre-payment discount	(42,184.00)	(42,470.00)
Total proposal price including pre-pay discounts	\$ 866,278.00	\$ 880,932.00

Terms:

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 14 to 18 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until Aug 27, 2021. If order is not submitted prior to that date, use the purchase price column after Sept 1, 2021.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based the apparatus being purchased through Sourcewell utilizing Contract No. 022818-PMI valid until 4/16/2022. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$2,220.00** (purchased before Aug 27, 2021) or **\$2,257.00** (if purchased after Sept 1, 2021) may be deducted from the purchase price.

Transportation: Transportation of the apparatus from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$16,197.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Three (3) factory inspection trips for two (2) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of North Pole, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$866,278.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 14 to 18 months of the Effective Date of this Agreement, F.O.B. Company's facility, in North Pole, Alaska. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty

(30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of North Pole

125 Snowman Lane

North Pole, AK 99705

10. Standard Warranty. Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of North Pole

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of North Pole

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	Pierce Arrow XT Pumper Tender AK949	\$908,462.00
Less	Chassis progress payment discount	(13,665.00)
Less	Payment upon completion at factory discount	(13,736.00)
Less	100% prepayment with contract discount	(14,783.00)
	TOTAL	\$866,278.00

Warranty Period: Standard per HFE Proposal AK949Training Requirements: Standard per HFE Proposal AK949Other Matters: Performance bond will be provided after order placement.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$866,278.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$42,184.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion, inspection, and acceptance of the apparatus at the factory in Appleton, WI and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2021 BETWEEN COMPANY AND CITY OF NORTH POLE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B
WARRANTY

STANDARD PER HFE PROPOSAL AK949 SUBMITTED JUNE 29, 2021

EXHIBIT C
COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL AK949 SUBMITTED JUNE 29, 2021

ORDINANCE NO. 21-14

AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND 2021 POLICE DEPARTMENT GRANT FUND

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

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

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

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

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

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

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council

Mayor: Michael W Welch

ATTEST:

Thomas McGhee, Mayor Pro Tem

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note

Year: 2021

Ordinance: 21-14

Originator / Sponsor Name: Chief Dutra

Date: July 14, 2021

Does the Ordinance or Resolution have a fiscal impact? **Yes**

Fund- Dept. Title	Account Description	Account #	Debit	Credit
PD Grant Fund	SHSP 2018 – Mobile Radios	32-05-9-901	17,355.39	
PD Grant Fund	SHSP 2018 – Grant Revenue	32-00-3-003		17,355.39

To budget for the reappropriation of SHSP 2018 grant funds for the purchase of Motorola radios.

Prepared By: Mayor Welch Date: 07/14/2021

Finance Approval: Tricia Fogarty Date: 04/14/2021

Memo

To: Mayor and City Council

From: Chad Heineken, Fire Chief

Cc:

Date: 8/2/2021

Re: Request to Purchase



Request to Purchase one (1) Pierce fire apparatus through Hughes Fire Equipment Inc. in the amount of \$866,278.00 using funds available within the fire department fleet fund.

Included in the Council Agenda Packet is the price proposal from Hughes Fire Equipment Inc. and the Purchase Agreement documentation. A full specification list of the proposed apparatus being purchased is available by request. The manufacturing facility estimates delivery of the apparatus to North Pole, Alaska 14-18 months from the date of order.

Documentation to verify that Sourcewell cooperative purchasing contract meets and exceeds the requirements of the North Pole Municipal Code Chapter 4.16 was previously presented to council. City Council approved the use of SourceWell cooperative purchasing during the March 1st, 2021 City Council Meeting.



July 8, 2021

North Pole Fire Department, AK
One (1) Arrow XT Pumper Tender AK949
Build Location: Appleton, WI

Current Price until
Aug 27, 2021

* If purchased after
Sept 1, 2021

Proposal Price: FOB, North Pole, AK	908,462.00	923,402.00
Less 100% pre-payment discount	(42,184.00)	(42,470.00)
Total proposal price including pre-pay discounts	<u>\$ 866,278.00</u>	<u>\$ 880,932.00</u>

Terms:

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 14 to 18 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until Aug 27, 2021. If order is not submitted prior to that date, use the purchase price column after Sept 1, 2021.

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. **100% Pre-Payment Discount:** If elected, an invoice will be provided upon order processing for the 100% pre-payment. Upon receipt of invoice, payment must be made within thirty (30) days. If payment is not made when due, the above mentioned pre-payment discounts or a portion thereof, will be added back to the final invoice. Final payment, including any changes made during manufacturing, is due upon completion of the Product at the factory and prior to delivery from the factory.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based the apparatus being purchased through Sourcewell utilizing Contract No. 022818-PMI valid until 4/16/2022. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **\$2,220.00** (purchased before Aug 27, 2021) or **\$2,257.00** (if purchased after Sept 1, 2021) may be deducted from the purchase price.

Transportation: Transportation of the apparatus from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **\$16,197.00** may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Three (3) factory inspection trips for two (2) customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip \$1,850.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Hughes Fire Equipment Inc. ("Company"), and City of North Pole, a Municipality ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Company pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Company Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Company Proposal"** means the proposal provided by Company attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Company is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have the opportunity, as described in Section 8(b) below, to inspect the Product for substantial conformance with the material Specifications; unless Company receives a Notice of Defect within the time frame described in Section 8(b), the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by both Customer and Company ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$866,278.00 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Company will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Company incorporate a change to the Products or the Specifications for the Products by delivering a change order to Company; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Company to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Company will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Company shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Company's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Company may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Company; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Company endeavors to mitigate any such costs through the sale of such Product to another purchaser; however, Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Company upon sale of the Product to another purchaser, plus any costs incurred by Company to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within 14 to 18 months of the Effective Date of this Agreement, F.O.B. Company's facility, in North Pole, Alaska. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Company with written notice sufficient to permit Company to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Company within thirty

(30) days from the Notice of Defect. In the event Company does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and accepted by Customer.

9. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Company

Hughes Fire Equipment Inc.

910 Shelley Street

Springfield, Oregon 97477

Customer

City of North Pole

125 Snowman Lane

North Pole, AK 99705

10. **Standard Warranty.** Any applicable manufacturer warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Company's authorized representative.

a. **Disclaimer.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER COMPANY, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. **Exclusions of Incidental and Consequential Damages.** In no event shall Company be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Company's own negligence, or otherwise.

11. **Force Majeure.** Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, pandemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. **Default.** The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Company fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Company.

13. **Manufacturer's Statement of Origin.** It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Company until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Company until the Purchase Price for that Product has been paid in full. In case of any default in payment, Company may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

14. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other.

15. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

16. Governing Law; Jurisdiction. Without regard to any conflict of law's provisions, this Agreement is to be governed by and under the laws of the state of Oregon.

17. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

18. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Company's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Company's authorized representative.

19. Conflict. In the event of a conflict between the Customer Specifications and the Company Proposal, the Company Proposal shall control. In the event there is a conflict between the Company Proposal and this Agreement, the Company Proposal shall control.

Accepted and agreed to:

COMPANY: Hughes Fire Equipment Inc.

CUSTOMER: City of North Pole

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

PURCHASE DETAIL FORM
Hughes Fire Equipment Inc.

Date: _____

Customer Name: City of North Pole

Quantity	Chassis / Body Type – Description	Price per Unit
One (1)	Pierce Arrow XT Pumper Tender AK949	\$908,462.00
Less	Chassis progress payment discount	(13,665.00)
Less	Payment upon completion at factory discount	(13,736.00)
Less	100% prepayment with contract discount	(14,783.00)
	TOTAL	\$866,278.00

Warranty Period: Standard per HFE Proposal AK949

Training Requirements: Standard per HFE Proposal AK949

Other Matters: Performance bond will be provided after order placement.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any manufacturer available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: A 100% prepayment in the amount of \$866,278.00 is due within 30 days of contract execution, an invoice will be provided. If payment is not made at this time \$42,184.00, or a portion thereof, will be added to the final invoice. Final payment, including any changes made during the manufacturing process, is due upon completion, inspection, and acceptance of the apparatus at the factory in Appleton, WI and prior to the apparatus leaving the factory for delivery.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Company substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Oregon.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF _____, 2021 BETWEEN COMPANY AND CITY OF NORTH POLE WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY COMPANY HEREIN.

EXHIBIT B

WARRANTY

STANDARD PER HFE PROPOSAL AK949 SUBMITTED JUNE 29, 2021

EXHIBIT C

COMPANY PROPOSAL

STANDARD PER HFE PROPOSAL AK949 SUBMITTED JUNE 29, 2021

Memorandum

To: *Mayor Welch & North Pole City Council*
From: *Tricia Fogarty, CFO*
Date: 7/26/2021
Re: Request to Accept Coronavirus Local Fiscal Recovery Fund Agreement

In conjunction with the Resolution that was adopted on July 6, 2021.

Resolution 21-08: A RESOLUTION OF THE CITY OF NORTH POLE FOR
ACCEPTANCE OF CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS AWARD
TO NON-ENTITLEMENT UNITS OF LOCAL GOVERNMENT (NEUs)

I am requesting the City Council approve and accept the awarded amount of \$505,475.36
the performance period is December 31, 2024.

Thank you,
Tricia Fogarty, CFO



DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC
DEVELOPMENT
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Coronavirus Local Fiscal Recovery Fund Agreement

NEU Recipient # AK0093	EIN 92-6001585	Vendor # CNP84676	Amount of Federal Funds \$ 505,475.36	CFDA 21.027
GAE	Appropriation Unit 085601269	Period of Performance December 31, 2024	Project Title Coronavirus Local Fiscal Recovery Fund	
Non-Entitlement Unit of Local Government (NEU)			Department Contact Person	
Local Gov't Name City of North Pole		DUNS # 82506569	Name Kimberly Phillips	
Street/PO Box 125 Snowman Lane		Title Grants Administrator II		
City/State/Zip North Pole, AK 99705		Street/PO Box 455 3rd Avenue, Ste 140		
Authorized Representative Name & Title Michael Welch, Mayor		City/State/Zip Fairbanks, AK 99701-3110		
Phone (907) 488-8583	Email mwelch@northpolealaska.org	Phone (907) 451-2718	Email DCRA.ARPC@alaska.gov	
Contact Person (if any) Name & Title Tricia Fogarty, Finance Director				
Phone (907) 488-8583	Email tfogarty@northpolealaska.org			

AGREEMENT

This Coronavirus Local Fiscal Recovery Fund Agreement ("**Agreement**") is between the Alaska Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs (hereinafter "**Department**") and the **City of North Pole** (hereinafter "**NEU**"). The Department and NEU agree:

I. Purpose. The purpose of this Agreement is to establish terms whereby the Department will distribute funds to NEU in accordance with the American Rescue Plan Act of 2021 and U.S. Department of Treasury Interim Final Rule 31 CFR Part 35 and to establish related obligations of the parties.

II. Contract. The Agreement consists of this page, Appendices referenced herein, and any duly executed amendments to this Agreement.

Appendix A: Award Terms and Conditions Agreement

Appendix B: NEU Financial Institution Information

Appendix C: Agreed Terms

Appendix D: Assurances of Compliance with Title VI of the Civil Rights Act of 1964

Appendix E: Total NEU Budget Certificate

Non-Entitlement Unit of Local Government	Department
NEU Signature	DCCED Signature
Printed Name and Title of Authorized Representative Michael Welch, Mayor	Printed Name and Title Pauletta Bourne, Grants Administrator III
Date	Date

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of North Pole 125 Snowman LN North Pole, AK 99705	DUNS Number: 82506569 Taxpayer Identification Number: 92-6001585 Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title: Mayor

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (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 this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of North Pole

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Appendix C Agreed Terms

The Department and NEU agree as follows:

1. Department's Role

The Department is required to allocate and distribute the Local Fiscal Recovery Fund payment received from the U.S. Department of the Treasury ("Treasury") to NEU in accordance with sections 602 and 603 of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

2. NEU is prime recipient.

NEU is the prime recipient of the Coronavirus State and Local Fiscal Recovery Fund Award (the "Award") issued to NEU and is independently responsible for compliance with the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Appendix A). NEU is not a subrecipient.

3. Mandatory Information and Documentation

The Department may not initiate payment of an Award until receipt of the following information and documentation from NEU:

- (a) Completed and signed Agreement (which provides the local government's name; EIN/TIN; DUNS number; address, Entity's Taxpayer Identification Number; DUNS number; address; Authorized representative name, title, and email, etc.);
- (b) NEU's financial institution information (e.g., routing and account number, financial institution name and contact information; see Appendix B);
- (c) Total NEU budget (see Appendix E);
- (d) Executed Award Terms and Conditions Agreement (as provided by Treasury; see Appendix A); and,
- (e) Executed "Assurances of compliance with Title VI of the Civil Rights Act of 1964" (as provided by Treasury; see Appendix D).

Once an NEU has submitted the mandatory information and documentation, the Department will process the initial Award distribution.

4. NEU Recipient Number

The Department will assign each NEU a unique "NEU Recipient Number." This number will begin with the two-letter abbreviation for Alaska followed by four numeric digits (e.g. AK0012). NEUs should retain the NEU Recipient Number as an identifying number for the lifecycle of the program, including for reporting purposes.

5. Award Allocation; "75 percent cap"; Return of Funds

The Department is required to allocate and distribute NEU's Award payment in accordance with a formula whereby the award issued is proportional to the population of the NEU in comparison to the total population of all NEUs in the State. However, the total Award distributed may not exceed the amount equal to 75 percent of NEU's "most recent budget" as of January 27, 2020. Treasury defines "most recent budget" to mean an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. The Department may refer to the "most recent budget" as the NEU's total annual budget or reference budget.

The Department will use the documentation provided in response to Appendix E to determine whether the "75 percent cap" applies to an NEU's Award. If an NEU's total allocation is found to be more than 75 percent of the NEU's reference budget, the Department must return the amount of the allocation in excess of the NEU's reference budget to Treasury.

The Department will adopt a uniform standard consistent with Treasury's guidance in order to implement these requirements and will provide technical assistance to NEUs as needed.

6. Payment Tranches; Distribution Deadlines and Extensions

Treasury will make payments from the Local Fiscal Recovery Fund for distribution to NEUs in two tranches. The Department has 30 days to distribute these funds to NEUs, unless the Department receives an extension of the deadline from Treasury.

The Department will issue initial distributions from the First Tranche to each NEU upon receipt of all Mandatory Information and Documentation.

For any NEU that is unresponsive (i.e. the NEU has neither requested funding nor declined allocation), the Department may issue a subsequent distribution of the funds that had been allocated to such non-responsive NEUs among the NEUs that have requested funding.

Treasury will distribute the Second tranche no earlier than 12 months after the date on which the First Tranche payment is paid to the State of Alaska.

7. Compliance with Federal Regulations; Cooperation by NEU

The Department is required to confirm that the NEU is not excluded or disqualified in compliance with 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19, among other requirements. NEU agrees to cooperate with the Department's reasonable requests in order for the Department to carry out its role in facilitating Award distributions in accordance with federal guidelines.

8. Declined Awards

If the Department receives notification from an NEU that it would like to decline its funding allocation and transfer funds to the State under Section 603(c)(4) of the Act, Treasury will consider this action as a cancellation of the award on the part of the eligible NEU and a modification of the award to the State of Alaska. To decline an Award, the NEU must provide a signed notice to the

Department. The Department must then transmit the notice to Treasury as part of its interim report due August 31, 2021 (or as part of a subsequent report, if applicable).

If the NEU does not provide such notice, it will remain legally obligated under the award with respect to accounting for the uses of the funds and the reporting on such uses. Treasury has indicated that it will provide a standard notice form that will be required for this use; however, the standard notice is unavailable as of July 1, 2021. In the interim, NEUs are instructed to utilize the Department's prepared form, which is available upon request.

9. No Additional Conditions or Requirements

The Department may not impose additional conditions or requirements on distributions to NEUs, beyond those permitted by American Rescue Plan Act, the Interim Final Rule, and Treasury's guidance. For example, the Department may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU's use of funds based on the NEU's proposed spending plan or other policies. The Department may not offset any debt owed by the NEU against the NEU's distribution or provide funding on a reimbursement basis.

10. Reporting

As prime recipients of the Award, NEUs are required to report to Treasury on the use of funds on the forms and by the dates provided by the United States Department of the Treasury. The Department will provide NEUs with the reporting guidance provided by Treasury, which is forthcoming.

The Department shall keep records and submit information on allocations and distributions to NEUs with the State of Alaska's periodic reports to Treasury.

11. Controlling Documents; New & Revised Treasury Guidance

In the event of inconsistency between these Agreed Terms and either the (a) Award Terms and Conditions (Appendix A), or (b) the American Rescue Plan Act, Interim Rule, and guidance documents issued by Treasury, as amended from time to time (collectively "Controlling Documents"), the requirements of the Controlling Documents shall supersede any requirement provided herein.

Should Treasury issue any new or revised guidance documents after the effective date of this Agreement, the Department will adjust its procedures as needed to comply with the new or revised guidance and will communicate any such changes with NEUs.

12. Ongoing Assistance

The Department is available to provide ongoing assistance to NEUs for the NEU's compliance requirements to Treasury. NEUs should review Section 603 of the Social Security Act, Treasury guidance documents (available on Treasury's website), including fact sheets and regularly updated FAQs.

Please route all inquiries regarding ARPA NEU awards to DCRA.ARPA@alaska.gov.

Appendix E Total NEU Budget Certificate

NEU must provide the Department with a Total NEU Budget (defined as an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020) or Top-Line Expenditure Total (permitted in exceptional cases in which an NEU does not adopt a formal budget) in order for the Department to initiate payments.

The Total NEU Budget or Top-Line Expenditure Total may be provided with the ARPA Resolution Accepting Funds, upon execution of this Agreement, or as otherwise agreed by NEU and the Department.

NEU hereby certifies that (1) it has provided the Department with a Total NEU Budget or Top-Line Expenditure Total, and (2) that the Total NEU Budget or Top-Line Expenditure Total provided is accurate.

NEU Name: City of North Pole

Signature of Authorized Representative

Mayor

Title:

Date:

**CITY OF NORTH POLE
ORDINANCE 21-15
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO FUND
REMOVAL, TREATMENT AND DISPOSAL OF STOCKPILED SEWER
SLUDGE BY US ECOLOGY**

WHEREAS, changes to North Pole Utility practices and policies is a continually changing requirement; and,

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the fiscal note attached to this ordinance totaling \$150,000 to finance the removal, treatment and disposal of stockpiled sewer sludge by US Ecology as presented in the attached quote. The approved funding exceeds the quote to allow for any unforeseen change orders.

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

PASSED AND ADVANCED by a duly constituted quorum of the North Pole City Council this 5th day of August 2021.

ATTEST:

Michael W. Welch, Mayor

Tricia Fogarty Acting, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska
Fiscal Note
Year: 2021
Ordinance: 21-15

Originator / Sponsor Name: Bill Butler, Director of City Services

Date: July 26, 2021

Does the Ordinance or Resolution have a fiscal impact?

Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
Sewer Reserve Fund	Transfer Out	52-12-9-999	150,000.00	
Sewer Fund	Transfer In	42-00-9-999		150,000.00
Sewer Fund	Deferred Maintenance	42-12-9-900	150,000.00	
Sewer Fund	Transfer Out	42-12-9-998		150,000.00

Prepared By: Tricia Fogarty Date: 07/26/2021

Finance Approval: Tricia Fogarty Date: 07/26/2021

**CITY OF NORTH POLE
RESOLUTION 21-09**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS
AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS**

WHEREAS, in order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

WHEREAS, there is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

WHEREAS, it is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

THEREFORE, BE IT RESOLVED that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

BE IT FURTHER RESOLVED that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

Michael W. Welch

Kathryn M. Weber

Thomas McGhee

Perry Walley

Santa Claus

Santa Claus

David A. Skipps Sr.

DeJohn Cromer

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this 2nd day of August 2021.

Michael W. Welch, Mayor

ATTEST:

Thomas McGhee, Mayor Pro Tem

PASSED
Yes:
No:
Absent: