



CITY OF NORTH POLE
Regular Meeting
July 6, 2021
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Tuesday, July 6, 2021
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
488-8584

CITY CLERK

Vacant
488-8583

COUNCIL MEMBERS

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

- 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**
June 21, 2021
- 6. Communications from the Mayor**
Presentation of the 2020 Annual Audit by Alliance CPAs, LLC
- 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)

Old Business:

- a. Ordinance 21-10, An Ordinance to Amend the 2021 Police Department Grant Fund to accept a \$5,000 Internet Crimes Against Children.
- b. Ordinance 21-11, An Ordinance to Amend the 2021 Public Works Operating Budget and Public Works Fleet Fund.
- c. Ordinance 21-12 An Ordinance to Amend Title 2, Chapter 2.36 Personnel Code, Section .470 Pay

New Business:

- a. Resolution 21-07, A Resolution of the City of North Pole Acknowledging the Approval of a Blanket Excavation Permit for the Interior Gas Utility to Facilitate Natural Gas Installations Within the City Limits.
- b. 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)

11. Council Comments

12. 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.

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 488-8583 or by sending an email to MWelch@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8583 or email MWelch@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at. Council Meetings are aired **live via audio streaming** from the City's website at <https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream>.

Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, June 21, 2021
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the Monday June 21, 2021 regular City Council meeting to order at 7:00 p.m. with the following Council Members in attendance:

Council Members Present:

Santa Claus - Zooming In
Thomas McGhee - Present
David Skipps - Present
Aino Welch - Present
DeJohn Cromer - Excused
Perry Walley - Present

Absent:

Excused: DeJohn Cromer – Out on Vacation

Also Present: Steve Dutra, Police Chief – Present
Chad Heineken, Fire Chief – Present
William Butler, Director of City Services– Present
Tricia Fogarty, Chief Financial Officer – Present

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Welch asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by Mrs. Welch

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of June 21, 2021.

Seconded by Mrs. Welch

Discussion

Mr. McGhee moved to consent the following items:

New Business: a, b. &c.

- a. Ordinance 21-10 An Ordinance to Amend the Police Department Grant Fund to Accept a \$5,000 Internet Crimes Against Children.
- b. Ordinance 21-11 An Ordinance to Amend the Public Works Operating Budget and Public Works Fleet Fund.
- c. Ordinance 21-12 An Ordinance to Amend Title 2, Chapter 2.36 Personnel Code, Section .470 Pay.

Seconded by Mrs. Welch

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO CONSENT NEW BUSINESS ITEMS A B and C:

YES: 6 – Mr. Claus, Mrs. Welch, Mr. Walley, Mr. McGhee, Mr. Skipps and Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AGENDA AS AMENDED:

YES: 6 – Mr. Claus, Mr. Walley, Mrs. Welch, Mr. Skipps, Mr. McGhee and Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Post Poned to July 6th 2021 Meeting

COMMUNICATIONS FROM THE MAYOR

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. Walley asked about meeting with the Total Compensation Committee.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Stats – slight uptick
- Cars are not yet assigned a VIN should be being built soon.
- Lt. Lindhag has announced his retirement July 31st. Although he will be out of office June 30th. Sorry to see him go he has been a good employee. A search for a new Lt. will begin but suspect it will take till mid to end of August.
- will be headed to Anchorage tomorrow for quarterly APSC meeting.
- Building COVID Wing is moving along as you can see.
- NP Lyons against placed flowers in the memorial park and just in time for a flag raising ceremony put on by Officer Rosenbalm. We gave her a commendation / Blue Sheet for taking this to a new level. Thank you, Mayor Welch, and Council Women Welch, for attending.
- I attended the IPCC meeting with Interior Chiefs – well attended.

Fire Department, Chief Heineken

- During the Pandemic we lost all of our live-in volunteers, this program starting to run again.
- Fireworks sales and the celebration season is coming, the fire department would like to remind everyone to use fireworks safely and wisely.
- The Fire Dept Crews are prepping to have a new fence installed
- Looking at a long-term plan to upgrade the sleeping quarters for the staff
- Plans to replace fencing along the North side of the fire station.
- New Full Time Hire Braydon Masneri will start on July 2nd
- Accepting Application for part time employees

City Services, Bill Butler

Building Department

- One new permit application submitted since June 7 meeting.
- One permit modification for O'Reilly's Auto Parts
- Construction throughout FNSB is busier than normal and our contract engineers are so busy they have informed me they will have difficulty taking more City projects.

Public Works

- Public Works' efforts, particularly summer hires' work, focusing on landscaping.

- Started construction of sandboxes for 5th Avenue and Highway Park Playgrounds.
- On June 14 released request for proposals for Doughchee Avenue project.
- Held a contractor site visit on June 21.
- Proposals due July 2 and plan to have a recommendation to Council at the July 6 meeting.

Utility Department

- June 14 released request for proposals for Doughchee Avenue project.
- Held a contractor site visit on June 21.
- Proposals due July 2 and plan to have a recommendation to Council at the July 6 meeting.

Moose Creek Water System Expansion Project.

- Water service connections in Moose Creek are proceeding at two to three per day. Work includes:
 - Water service connection.
 - Well decommissioning.
 - Removal of USAF water tanks or water treatment equipment.
- Pressure testing and flushing of the southern loop distribution water mains is underway.
 - HC has located and repaired several leaks. All leaks were improperly installed gaskets.
 - Two sections of pipe in southern loop experienced freezing this past winter. City is requiring that these sections be cambered to assure freezing caused no damage to the cement lining.
- Cell phone coverage by AT&T in Moose Creek is weak in the western most section of the community.
 - The default cell phone signal for the Badger meters is AT&T.
 - Working with Badger Meter to get meter transmitters that use Verizon cell phone signal.
 - Badger meter's customer service has proven to be poor.

Finance, Tricia Fogarty

- Received our first month for online sales tax for May 2021 in the amount of \$26,438.00.
- Mayor Welch, Michelle Peede and I met with Alliance to go over the draft audit.

Borough Representative

- Met with Borough Council, House of Fire Pizza has a Liquor license
- Funded Hunter Elementary School Roof Repair.
- School District starts on August 12, 2021 with no masks.
- Summer Reading Program for Children is in swing

City Clerk

- Declaration of Candidacy was advertised in the last two Sunday News Papers.
- Candidacy opens on July 15th and Closes on July 29th last day to withdrawal is August 5th

ONGOING PROJECTS

Jenifer Hugh's and Brenda Sadler with 4th of July Festival & Picnic. Freedom as an Independent Nation and Freedom from the Pandemic!! Barbeque Contest, Kids Games, Music and Craft Vendors.

CITIZEN'S COMMENTS – (Limited to Five (5) minutes per Citizen)

None

Council Comments

None

Mr. McGhee *moved to Adjourn*

Seconded by Mrs. Welch

The meeting of June 21, 2021, adjourned at 8:18p.m.

Michael Welch, Mayor

ATTEST:

Thomas McGhee, Mayor Pro-Tem

ORDINANCE NO. 21-10

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:

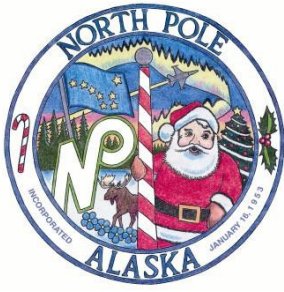
Thomas McGhee, Mayor Pro Tem

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note

Year: 2021

Ordinance: 21-10

Originator / Sponsor Name: Chief Dutra

Date: June 16, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
PD Grant	ICAC Grant Expenses	32-08-9-900	5,000.00	
PD Grant	ICAC Grant Revenue	32-00-3-006		5,000.00

To Accept Internet Crimes Against Children Grant.

Prepared By: Tricia Fogarty Date: 6/16/2021

Finance Approval: Tricia Fogarty Date: 6/16/2021



North Pole Police Department

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



March 31, 2021

To: Honorable Mayor Welch
North Pole Council Members

Re: Council approval to accept 2021 ICAC Agreement

I would like the council to approve the Internet Crimes Against Children Agreement for 2021. This is a joint agreement with the Anchorage Police Department to assist with investigations surrounding internet crimes against our most vulnerable population. We have participated in this agreement for many years and is a beneficial relationship.

The City Attorney has already reviewed the agreement and has given it a green light.

Thank you for your time.

Chief Steve Dutra

MUNICIPALITY OF ANCHORAGE ANCHORAGE POLICE DEPARTMENT Under US Department of Justice Office of Justice Programs Office of Juvenile Justice and Delinquency Prevention					Page 1 of 7		
					FEDERAL AWARD DATE		
					September 20, 2019		
					FEDERAL GRANT PROGRAM		
					Alaska Internet Crimes Against Children Task Force Program		
OBLIGATING AWARD DOCUMENT					FEDERAL GRANT NUMBER		
					2019-MC-FX-K019		
RECIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA:	16.543
North Pole Police Department 125 Snowman Lane North Pole, Alaska 99705		FROM:	October 01, 2019	AMENDMENT #:		AWARD AMOUNT	
		TO:	September 30, 2021	EFFECTIVE DATE:		\$5,000.00	
		MOA APD PROGRAM NUMBER				4000045	
DUNS NUMBER	«Jurisdiction DUNS»			FUNDING ALLOCATION			
EIN	«Jurisdiction TaxID»			ICAC ACTIVITY	\$5,000.00		
METHOD OF PAYMENT	Check						
PURPOSE OF AWARD							
Grant program guidelines and federal, state, and local contracting and procurement compliance requirements apply.							
GRANT REQUIREMENTS AND PROGRAM TERMS AND CONDITIONS							
The acceptance of a grant from the United States government creates a legal duty on the part of the recipient to use the funds or property made available in accordance with the conditions of the grant. [GAO Accounting Principles and Standards for Federal Agencies, Chapter 2, Section 16.8(c)] See attached for continued Grant Requirements and Program Terms and Conditions							
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
See Attached							
				AGENCY INFORMATION			
ADDRESS	Municipality of Anchorage, Anchorage Police Department 716 East 4 th Avenue Anchorage, Alaska 99501			WEBSITE	www.muni.org/apd		
				EMAIL	tina.verheyen@anchorageak.gov		
				PHONE	907-786-8900		
				FAX	907-786-8793		
MOA APD GRANT MANAGER		PHONE	FAX	EMAIL			
Tina Verheyen		(907) 786-2629	(907) 786-8793	tina.verheyen@anchorageak.gov			
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
Anne C. Henderson, Municipal Manager				«Signatory», «Title»			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
			DATE				DATE
FOR MOA APD USE ONLY							
Division File Number:		4000045		Date Returned			
Fund	Grant	IO	Account	Activity	Function	Program	PPC
241900	4000045	80002056	540110	2019-2021	2019-20 ICAC		

Program Requirements

- (A) Monies may not be obligated outside of the time period as stated on the grant document. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period (unless otherwise specified in the Program Terms and Conditions) when the *Final Performance Progress Reports* are due.
- (B) The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The jurisdiction shall follow the financial management requirements imposed on them by the Municipality of Anchorage, Anchorage Police Department.
- (C) The signature of the signatory officials on this award attests to the jurisdiction's understanding, acceptance, and compliance with Acknowledgement of Federal Funding; Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds may be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit. Any cost allocable to a particular Federal award or cost objectives under the principles provided for in 2 CFR Part 200, subpart E, may not be charged to other Federal awards to overcome fund deficiencies.
- (D) The jurisdiction shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- (E) The jurisdiction shall comply with the requirements under 2 CFR 25.110, to maintain and keep jurisdiction information current within the System of Award Management (SAM). Also the jurisdiction has the requirement to be non-delinquent to the Federal government as required in OMB Circular A-129.
- (F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per *Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims Protection Act of 2000, Hotel and Motel Fire Safety Act of 1990, and the Fly America Act of 1974. Subrecipients who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. All recipients must comply with statutory requirement for whistleblower protections (if applicable) at 10 U.S.C 2409, 41 U.S.C 4712, and 10 U.S.C 2324, 41 U.S.S 4304 and 4310. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R Part 19 and other applicable statutes, regulations, and guidance governing the participants of faith-based organizations in individual DHS programs.
- (G) The jurisdiction certifies that it has an *Affirmative Action Plan/Equal Employment Opportunity Plan*. An *EEOP* is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.
- (H) The jurisdiction certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- (I) It is the responsibility of the jurisdiction as the subrecipient of these federal funds to fully understand and comply with the requirements of:
1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
 2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.e>
 3. Audit Requirements
2 CFR Part 200 *Subpart F Audit Requirements*
<http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a470d16f3403a225479f2a8a6c7c4058&n=pt2.1.200&r=PART&ty=HTML#sp2.1.200.f>
 - a. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
 - b. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
 - c. Subrecipients identified as "non-compliant" by the Municipality of Anchorage, Anchorage Police Department, Grants Manager shall be subject to the following grant payment restrictions:
 - 1) The Municipality of Anchorage, Anchorage Police Department (MOA APD) will not process grant payments of any nature directly to the subrecipient.
 - 2) Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Municipality of Anchorage, Anchorage Police Department, Grants Manager.
 - 3) Subrecipients will provide compliance evidence to MOA APD from the state audit coordinator before any payment will be processed.
 - 4) MOA APD may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 - 5) Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 - 6) Payments made in error to subrecipients that are "non-compliant" must be repaid to the Municipality of Anchorage, Anchorage Police Department within 90 days of receipt of notice from MOA APD.
 4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
 - a. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2) Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to MOA APD any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
 - a. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - b. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - c. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to MOA APD, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 CFR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to MOA APD are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.
11. Reducing Text Messaging while Driving
All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
12. Reporting of Matters Related to Recipient Integrity and Performance
If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.
13. Reporting Subawards and Executive Compensation
All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.
14. SAFECOM
All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
15. All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

ICACTF Program Grant Terms and Conditions

The total allocation of the Alaska Internet Crimes Against Children Task Force Program awarded to the Municipality of Anchorage, Anchorage Police Department (MOA APD) is \$348,552 under *Federal Grant 2019-MC-FX-K019 CFD # 16.543*. The **North Pole Police Department** has been awarded **\$5,000.00**, which shall be used to support activities essential to the Alaska Internet Crimes Against Children Task Force. The performance period of this grant award is **October 1, 2019 through September 30, 2021**. Project conditions must be completed by this date. The **North Pole Police Department** cannot sub-grant all or any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that activities toward projects will be made, or MOA APD may execute de-obligation of the funds.

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

(B) Reporting Requirements: The **North Pole Police Department** shall submit timely *Performance Progress Reports* and *Financial Progress Reports* to the grant manager at MOA APD. Quarterly reports are due:

Number of Scheduled Report Due	Jurisdiction Performance Period	Performance Progress and Financial Progress Report Due Dates
1	10/01/2020-03/30/2021	Waived
2	04/01/2021-09/30/2021	10/30/2021
3	Final Report	11/15/2021

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

The *Performance Progress Report* (PPR) will contain a cover page and shall describe the progress and percent completed of projects and detail any related expenditures detailing the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not a local match is required. A final PPR is a summary report, showing project completion, evaluating project activities and measuring performance against project goals for the entire performance period, and is required in addition to the last quarterly PPR.

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

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

- **Personnel Costs:** Payroll reports signed and certified by the Chief Financial Officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The **North Pole Police Department** shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements in Section N. Limited to 50 percent for employees assigned to program management functions, not operational duties. The limit does not apply to contractors.
- **Contracts:** All sole-source procurements, single vendor response to a competitive bid and service contracts of any value require MOA APD pre-approval prior to implementation. Final signed copies of all contracts are required for submission to MOA APD with the request for reimbursement.
- **Program Income and Local Match:** Program income may be used to supplement project costs, reduce project costs, or may be refunded to the federal government, and must be used for allowable program costs and be expended prior to requests for reimbursement. Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.
- **Equipment:** Allowable equipment as identified in the **North Pole Police Department's** application.
- **Travel:** Travel must be listed in the approved budget.
- **Training:** Requires MOA APD pre-approval prior to registering or participating in training opportunities.
- **Food and Beverages:** All food and/or beverage expenses are not authorized/allowed in this grant program.

(E) Non-reimbursable Expenses:

- Reimbursable training and related travel costs not pre-approved by MOA APD
- Construction and renovation
- Indirect costs
- Management and Administration (M&A) costs
- Supplanting
- Maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances) Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Weapons, weapons accessories, ammunition
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel
- Travel insurance, visa, and passport charges
- Lodging costs in excess of federal per diem, as appropriate
- Lodging fees associated with violation of the lodging facility's policies, such as smoking in a non-smoking room
- Lunch when travel is wholly within a single day

- Stand-alone working meals
- Bar charges, alcoholic beverages
- Tips
- Finance, late fees, or interest charges
- Lobbying, political contributions, legislative liaison activities
- Organized fund-raising, including salaries of persons while engaged in these activities
- Land acquisition
- Organizational Costs
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

(F) Property and Equipment Management: The **North Pole Police Department** shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A *Property Inventory Report* shall be submitted to MOA APD annually each **November 15th** with the *Final Performance Progress Report*, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from MOA APD, prior to the jurisdiction's encumbrance or expenditure for that equipment. Management of property and equipment shall be in accordance with 44 CFR Part 13, sections 13.31 and 13.32.

(G) Procurement: A *Procurement Method Report* documenting method of solicitation is required for reimbursement for every procurement over \$5,000 (with the exception of local advertising, legal notices and travel arrangements). Contractors that develop or draft specifications, requirements, *Statements of Work* (SOW), and/or *Requests for Proposals* (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Pre-approvals may be required at multiple steps in the procurement process.

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

(I) Publications and Copyright: All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). Publications created with funding under this grant should prominently contain the following statement: ***This document was prepared under a grant from the U.S. Department of Justice (USDOJ), Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention and the Municipality of Anchorage, Anchorage Police Department (MOA APD). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Justice or the Municipality of Anchorage.***

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

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

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

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

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

1. Acceptable performance in ICAC case related investigations
2. Progress in achieving project timelines and milestones identified on the Grant Activities Plan
3. Percent measurable progress toward completion of project
4. How funds have been expended during reporting period, and explains expenditures related to the project

(O) Subrecipient Monitoring Policy: Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. MOA APD reserves the right to periodically monitor, review and conduct analysis of the **North Pole Police Department's** financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from MOA APD staff.

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

1. Unwillingness or inability to attain project goals
2. Unwillingness or inability to adhere to Special Conditions or Grant Assurances.
3. Failure or inability to adhere to grant guidelines and federal compliance requirements
4. Improper procedures regarding contracts and procurements

5. Inability to submit reliable and/or timely reports
6. Management systems which do not meet federal required management standards

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

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

(S) Project Implementation: Project implementation shall begin within the first reporting quarter.

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

(T) The **North Pole Police Department** shall comply with the requirements and restrictions of the Federal Fiscal Year (FFY) 2019 Internet Crimes Against Children Task Force Program Guidance and this obligating award document. By signing this obligating award document, the **North Pole Police Department** certifies it has read, understood and accepted these documents as binding.

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

Project Manager's Signature

Printed Name: _____

Phone Number: _____

Signatory Official's Signature

Printed Name: _____

Phone Number: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE NORTH POLE POLICE DEPARTMENT
AND THE ANCHORAGE POLICE DEPARTMENT**

1. **Parties.** This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **North Pole Police Department** hereinafter referred to as Member Agency, whose address is **125 Snowman Lane, North Pole, Alaska 99705** and the **Anchorage Police Department**, whose address is **716 West 4th Avenue, Anchorage, Alaska, 99501**.

2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which law enforcement investigative entities in the State of Alaska will participate as member agencies in the Alaska Internet Crimes Against Children Task Force (AKICTF).

3. **Term of Agreement.** This agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and/or the governing bodies of the parties' respective boroughs or municipalities and shall remain in full force and effect until September 30, 2021, unless extended by the Department of Justice. This Agreement may be extended for a period of up to one year, commensurate with any extension of the federal grant program end date, and upon mutual consent of both parties by written amendment. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Investigative Responsibility.** Member Agency shall make every reasonable effort to comply with ICAC OPERATIONAL AND INVESTIGATIVE STANDARDS (revised 10/01/2018). Only sworn law enforcement personnel will conduct undercover Internet Crimes Against Children (ICAC) investigations. All investigators involved with ICAC undercover operations must receive appropriate training prior to initiating proactive investigations. Member Agency shall make investigators designated to AKICTF operations available for specialized training provided through the national ICAC and other applicable training programs.

Conduct reactive investigations where subjects are associated with Member Agency's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and other law enforcement referrals, and other Internet Crimes Against Children related investigations. Cases may also be initiated due to documented public sources, direct observations of suspicious behavior, subject of interviews, public complaints, etc.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, business and law enforcement communities and other individuals concerned with internet child safety issues. Presenters shall not discuss active investigative techniques and undercover

operations utilized by the AKICACTF. Confidential information pertaining to investigations will be held in the strictest confidence and will only be disseminated among the AKICACTF members or other law enforcement agencies where necessary or permitted by state or federal law.

The Member Agency will be responsible for operational supervision, administrative control and the professional conduct of its officers and agents assigned to the AKICACTF.

Provide investigators assigned to the AKICACTF a secured work area with controlled, restricted access to all equipment, software, and investigative files. Allow assigned investigators access to all ICAC investigative files to ensure compliance with all national ICAC standards.

5. Deconfliction Member Agency shall deconflict all cases prior to investigative action using GridCop and ICACCOPS (Internet Crimes Against Children Child Online Protective Services) to prevent duplicating investigative efforts.

6. Investigative Records and Statistical Reporting. Member Agency shall record and document all undercover investigative and online activity in relevant case file and submit to the Anchorage Police Department.

Utilizing a link provided by the Anchorage Police Department, Member Agency shall update monthly statistics to the SmartSheet document assigned to the Member Agency on all ICAC investigations or other investigative operations pertaining to the sexual exploitation of children via the internet. These statistics shall be submitted in the appropriate format by no later than the 5th day of each month and shall include data on all investigations opened or closed, forensic investigations performed, subpoenas and court orders issued, training hours attended or taught, technical and investigative assistance provided to other agencies and community outreach provided in the reporting month.

Anchorage Police Department will compile monthly Member Agency reports and submit information directly to the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

7. Reimbursement. Those Member Agencies requesting reimbursement of approved program costs directly associated with ICAC investigations will be required to accept a separate sub-grant award and all terms and conditions therein prior to disbursement of any ICAC Federal funding.

8. General Provisions.

A. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated

by written instrument, and effective when executed and signed by all parties to this Agreement.

B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The courts of the State of Alaska shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the State of Alaska's Third Judicial District.

C. Entirety of Agreement. This Agreement, consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and Agreements, whether written or oral.

D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Contractual Rights and Defenses. The **North Pole Police Department** and the **Anchorage Police Department** shall each fully retain all immunities and defenses provided by law with respect to any action based on or occurring because of this Agreement.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

9. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

NORTH POLE POLICE DEPARTMENT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANCHORAGE POLICE DEPARTMENT

Captain Joshua Nolder
Alaska ICAC Task Force, Commander

Date: _____

Justin Doll, Chief of Police

Date: _____

MUNICIPALITY OF ANCHORAGE

Anna C. Henderson, Municipal Manager

Date: _____

Municipal Legal

Date: _____

1 **CITY OF NORTH POLE**
2 **ORDINANCE 21-11**
3 **AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO SUPPORT**
4 **FUNDING FOR PAYMENT OF A PUBLIC WORKS PICKUP TRUCK;**
5 **ACCEPTANCE OF A \$45,000 GRANT FROM THE FAIRBANKS SOIL AND**
6 **WATER CONSERVATION DISTRICT FOR STORMWATER**
7 **MANAGEMENT ON DOUGHCHEE AVENUE; AND AUTHORIZATION OF**
8 **FUNDING NOT TO EXCEED \$200,000 FOR A STORMWATER**
9 **MANAGEMENT PROJECT**

10
11 **WHEREAS**, changes to Public Works practices and policies is a continually changing
12 requirement; and,

13
14 **WHEREAS**, the City of North Pole budget should be amended to conform to the requirements
15 of the City; and,

16
17 **WHEREAS**, adjustment in the budget are necessary to remain compliant with Council approved
18 authorizations and budget management rules, and

19
20 **WHEREAS**, fiscal notes are the method prescribed by the code to amend a budget; and,

21
22 **WHEREAS**, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and
23 will be recorded as amendments to the budget upon approval,

24
25 **NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it
26 approves changes as listed in the attached fiscal note to pay an invoice for a Public Works pickup
27 truck; accept \$45,000 from the Fairbanks Soil and Water Conservation District for stormwater
28 management along Doughchee A; and authorization of funding not to exceed \$200,000 for a
29 stormwater management project primarily serving Ford and Highway Park Subdivisions.

30
31 **Section 1.** This ordinance is of a general nature and shall not be codified.

32
33 **Section.** Effective date.

34 This ordinance shall become effective immediately upon passage.

35
36 **PASSED AND ADVANCED** by a duly constituted quorum of the North Pole City Council this
37 21st day of June 2021.

38
39
40
41
42 ATTEST:

Michael W. Welch, Mayor

1
2
3
4

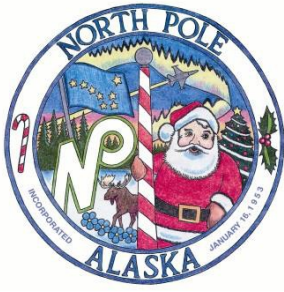
Thomas McGhee, Mayor Pro Tem

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note

Year: 2021

Ordinance: 21-11

Originator / Sponsor Name: Bill Butler

Date: June 17, 2021

Does the Ordinance or Resolution have a fiscal impact? Yes

Fund- Dept. Title	Account Description	Account #	Debit	Credit
PW Fleet Fund	Vehicle Purchase	24-10-9-922	33,618.00	
PW Fleet Fund	Transfer In	24-00-3-998		33,618.00
PW Grant Fund	Soil & Water Grant Exp	33-06-9-500	45,000.00	
PW Grant Fund	Soil & Water Grant Rev	33-00-3-306		45,000.00
PW Fleet Fund	Vehicle Purchase	24-10-9-922	80,000.00	
PW Fleet Fund	Transfer In	24-00-3-998		80,000.00
General Fund – PW	Street Maintenance	01-58-7-705	120,000.00	
General Fund	Transfer In	01-00-3-998		120,000.00

Prepared By: Tricia Fogarty Date: 6/17/2021

Finance Approval: Tricia Fogarty Date: 6/17/2021

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: June 15, 2021
Subject: Transfer funds for Public Works Department expenses

Public Works pickup truck

At the May 17 City Council meeting, the Council approved paying an invoice from Alaska Sales and Service for a pickup truck delivered in early May 2021. The vehicle was ordered in late 2020 and the expense was included the 2020 Public Works budget. I did not anticipate that the delivery of the vehicle would be delayed until 2021 so I did not include the vehicle expense in the Public Works 2021 budget. The expense needs to be recognized in the 2021 budget and is addressed in Ordinance 21-11 and associated fiscal note.

Fairbanks Soil and Water Conservation District funding for the Doughchee Avenue Rehabilitation and Drainage Project: 2021

The Council approved \$100,000 in the 2021 Public Works Street Maintenance budget category for rehabilitation of the section of Doughchee Avenue between Badger Road and the start of the Doughchee Bridge. It appears that problems with the road base are contributing to seasonal damage of the asphalt road surface and stormwater runoff is eroding the bridge abutments on the western side of the bridge. The Fairbanks Soil and Water Conservation District has committed \$45,000 for the Doughchee Avenue project to help address the stormwater runoff problems. Their funding is intended to install vegetated swales on either side of the road and associated installations to reduce discharge of sediment and pollutants to the Beaver Springs Slough. These stormwater control measures will help prevent erosion of the bridge abutments on the western side of the bridge. The fiscal note associated with Ordinance 21-11 addresses accepting the funding from Soil and Water and assigning it to the Public Works Street Maintenance budget category.

Stormwater management for Ford Subdivision and Highway Park Subdivisions

The Council has expressed interest in finding a solution to problems with stormwater management, particularly during breakup, in the Ford and Highway Park Subdivisions. The topography in the area is relatively flat and movement of stormwater is problematic, so impoundment of stormwater management is a viable option. To help mitigate the stormwater problems, possibly the most economically feasible and that can be implemented this construction season, is construction of an impoundment lagoon.

To address the problem of stormwater management in the Highway Park and Ford Subdivisions with spillover benefits for the rest of the City, I am proposing the purchase of two adjacent lots in the Ford Subdivision to create a large catchment pond. Also, buy Public Works a small excavator so they can more easily and rapidly clear culverts along City roads to facilitate drainage around the City. The budget for the project would be the following: not to exceed \$85,000 to purchase two adjacent lots in the Ford Subdivision; contract for the excavation of the two lots down to gravel and dispose of the fill not to exceed \$35,000; and purchase of a small excavator not to exceed \$80,000. For the excavator, I am proposing applying \$15,000 from the Administrative Fleet Fund and \$50,000 from the Public Works fleet fund to finance the majority of the excavator (\$65,000) leaving \$15,000 drawn from the General Fund to purchase the excavator. All the General Fund money to purchase the land and site preparation would be \$120,000 plus \$15,000 for the excavator totaling \$135,000. Existing fleet fund money totals \$65,000. The total project cost of the project is not to exceed \$200,000. The funding is addressed by Ordinance 21-11 and the associated fiscal note.

Doughchee Avenue Rehabilitation and Drainage Project: 2021 Request for Proposals

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

The City of North Pole (CONP) invites proposers to submit proposals for furnishing all labor, equipment, and materials and performing all work for the project described below.

LOCATION OF PROJECT: City of North Pole, Alaska

CONTACT PERSON: William Butler, Director of City Services

Phone: 907-488-8593

Email: bbutler@northpolealaska.org

Fax: 907-488-3002

1. DESCRIPTION OF WORK

Summary: Pavement and subbase removal; installation and compaction of replacement subbase and replacement of asphalt pavement; installation of commercial driveway approaches; and installation of vegetated drainage swales. The project is being funded by two funding streams. The CONP has allocated funding for road reconstruction. The US Fish and Wildlife Service is providing funding for the construction of vegetative swales adjacent to the rehabilitate road. Construction of the vegetative swales is an added alternate and will only be awarded if the Fish and Wildlife Services provides their share of the project funding. The contractor will be expected to work cooperatively with the CONP Public Works Supervisor and a representative of the Fish and Wildlife service to ensure he projects goals are achieved.

2. DOUGHCHEE AVENUE ROAD REHABILITATION: BASE PROPOSAL

The project area is Doughchee Avenue right-of way from Badger Road to the western edge of the Doughchee Bridge in the CONP. (See Attachment A for picture of Project Site.) The ROW along the road is 60 feet wide. The paved surface is 22 feet with an additional two feet of gravel shoulder along both sides of the road leaving approximately 17 feet of ROW for drainage and snow storage on each side of the roadway. (See Attachment B for an approximate depiction of the Project Boundaries.) Doughchee Avenue experiences seasonal heaving that damages the asphalt pavement. Stormwater runoff from Badger Road and two adjacent commercial parking lots discharge runoff to the Beaver Springs Slough along Doughchee Avenue. This runoff carries sediment and pollutants directly into the slough. The runoff negatively affects the base of the bridge. The objective of the project is to remove and replace inferior base course material, install Geo Tech fabric the length of the road section; install sub-base with an expected minimum four

feet of Aggregate Base Course Grading D-1, with a minimum 95 percent compaction¹; install a base course of Aggregate Surface Course Grading E-1; and an asphalt surface course of HMA, Type II, Class A with Asphalt Binder Grade PG 52-40 with a two (2) percent crown on the finished road surface.

The start of Doughchee Avenue is within the DOT Badger Road ROW. The CONP is obtaining the Lane Closure Permit for this work in the DOT ROW. Within the DOT ROW is a utility easement that contains at a minimum CONP water and sewer mains and an IGU natural gas main. Each spring this section of the road surface experiences significant settlement. Part of the required work entails exposing the CONP's water and sewer mains; exposing soil conditions that may be contributing to the settlement; and under the direction of the North Pole Utility removing substandard soil and providing any needed new bedding under the water and sewer mains. The soil compaction of a minimum of 95% beneath and above the water and sewer mains must be achieved in one-foot lifts taken at three equal intervals across the width of the road base and documented by a licensed and bonded third-party analytical firm.

3. VEGETATED SWALE CONSTRUCTION: ADDED ALTERNATE

To address stormwater runoff, vegetated swales shall be installed along both sides of the road section starting at the sidewalks on Badger Road and terminating at the discharge to the Beaver Springs Slough (parallel with the start of the bridge abutment). The width of the swales shall span the approximate 17 feet of ROW not part of the road surface and gravel shoulders on both sides of the road. A single commercial driveway (30 feet wide) will cross each swale, and each driveway will require the installation of corrugated steel culverts and asphalt aprons extending 12 feet from the edge of Doughchee Avenue into each parking lot. The CONP standard for culvert diameter is 12 inches, with a minimum of 12 inches of cover. Smaller diameter culverts may be paired to achieve the 12 inches of cover. A culvert marker shall be placed to either side of each driveway for a total of four culvert markers. Large landscaping boulders a minimum of three feet in diameter shall be spaced at the far edge of each ROW with a maximum of three feet between each boulder to prevent traffic from entering the swales from the parking lots.

Besides directing stormwater runoff to the slough and away from the bridge abutment, the swales are intended to slow the speed of the runoff, capture sediment and help capture pollutants. Each swale shall begin at the edge of the concrete sidewalks on Badger Road. Each swale shall extend the full width of the ROW beginning at the edge of the Doughchee Avenue shoulder for the full limit of the remaining ROW. The base of the swales will be filled with 18 inches of permeable aggregate based course topped with a minimum of six inches of topsoil and hydroseeded along the entire length of the swales. The permeable base course and topsoil shall be tapered up the

¹ The minimum 95 percent compaction shall be achieved in one-foot lifts. The compaction should be measured at three (3) evenly distributed points across the road base. An independent third-party analytical firm shall collect and report the compaction data.

slopes of the road profile. At the termination of the swales adjacent to the slough, there shall be a buffer of riprap of stones with diameters ranging between six (6) inches to twelve (12) inches. The riprap that shall extend four feet beyond the end of the swale, be a minimum of two feet in depth and span the width of the swale outlet to the slough.

4. PROPOSAL SUBMISSION

It is the responsibility of the proposer to ensure their proposal, any amendments, and/or withdrawal arrive, in its entirety, at the location and before the deadline stated above. Proposals must be submitted sealed in an envelope addressed to the City of North Pole, Director of City Services, 125 Snowman Lane, North Pole, Ak 99705. Proposals must be delivered at or prior to the exact time set forth. The envelope shall bear on the outside the name and address of the Proposer, and clearly be marked **Doughchee Avenue Rehabilitation and Drainage Project: 2021**. Proposals will not be accepted that are sent electronically, including by fax or email.

A proposer sending a proposal withdrawal via email must transmit this documentation to the CONP at this email address bbutler@northpolealaska.org. A proposer delivering a proposal withdrawal in person must deliver this documentation to the CONP at 125 Snowman Lane, North Pole Alaska at or prior to 11:00 AM (local time), Friday, July 2, 2021.

5. REQUIRED TO BE SUBMITTED WITH PROPOSAL.

Proposals will not be considered if the following documents are not completely filled out and submitted at the time of proposal are due:

- 1. Narrative addressing each of the six scoring criteria**
- 2. Bidder Registration & Addenda Acknowledgement Form (See Attachment C.)**
- 3. Schedule of Values (See Attachment D.)**
- 4. Security Bond (See Attachment E.)**
- 5. Alaska Business License**

6. REQUIRED TO BE SUBMITTED FOR AWARD.

For the selected contractor to be awarded the contract, the successful proposer must completely fill out and submit the following documents within ten business days from the date the Intent to Award letter is released:

- 1. Construction Contract (See Attachment H for a sample contract.)**
- 2. Payment Bond (See Attachment F.)**
- 3. Performance Bond (See Attachment G.)**
- 4. Certificate of Insurance (from carrier)**
- 5. CONP of North Pole Business License**

7. PROPOSAL SECURITY

Each Proposal must be accompanied by a bond payable to the CONP in the amount of \$5,000 or a certified check made out to the CONP. When the Agreement is executed, the bonds of the unsuccessful proposers will be returned. The bond of the successful proposer shall be retained until the payment bond and performance bonds have been executed and approved, after which it will be returned. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney.

No Proposer may withdraw a proposal within 60 days after the actual date of the proposal opening.

Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CONP and the Proposer.

8. QUESTIONS CONCERNING RFP DOCUMENTS

Contractors requiring interpretation or correction of the RFP documents shall provide questions in writing by email to Bill Butler at bbutler@northpolealaska.org. Interpretations, corrections and changes to the RFP documents shall be made by written addendum and sent to all registered plan holders. The CONP assumes no responsibility for any interpretation or representations made by any of its employees or agents unless interpretations or representations are incorporated in an official written addenda to the RFP. All addenda issued must be acknowledge in the Proposer Registration and Agenda Acknowledgement Form. (See Attachment C.).

9. CRITICAL RFP DATES

- Site visit will be conducted: **10:00 AM local time, June 21, 2021.**
- Deadline for submission of written questions is **5:00 PM local time, June 25, 2021.**
- Addenda will be issued no later than 5:00 PM local time on **June 28, 2021.**
- Proposals are due to City Hall, City of North Pole by **11:00 AM (local time), Friday July 2, 2021.**
- Notice of Intent to Award is subject to authorization by the North Pole City Council and is projected to be issued **July 7, 2021.**

10. DAVIS-BACON WAGES

The CONP is a political subdivision of the State of Alaska and therefore Davis-Bacon Wage rates are mandatory for this project. All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week,

and other information on a form provided by the Department of Labor and Workforce Development. A copy of the State of Alaska Certified Payroll form is available at: <https://labor.alaska.gov/lss/forms/weekly-cert-payroll.pdf>. Laborers and Mechanics' Minimum Rates of Pay effective April 1, 2021; Issue 42 (Pamphlet 600) is available at https://labor.alaska.gov/lss/forms/Pamphlet_600_Issue_42.pdf.

11. INSURANCE REQUIREMENTS

See Attachment I for CONP insurance requirements.

12. PROPOSAL PREPARATION COSTS

Any costs incurred in responding to this request are at the Contractor's sole risk and will not be reimbursed by CONP. This RFP does not in any way commit CONP to reimburse recipients of this RFP for any of the costs of preparing and submitting a proposal for these services. Furthermore, this RFP does not obligate CONP to accept or contract for any services expressed or implied.

13. CLARIFICATION, MODIFICATION AND REJECTION OF RFP

CONP reserves the right to: (1) Modify or otherwise alter any or all of the requirements herein. In the event of any modifications, all selected respondents will be given an equal opportunity to modify their proposals in the specific areas that are requested. (2) Reject any proposal not adhering to any and all requirements set forth in this RFP. (3) Reject any or all responses received. CONP reserves the right to terminate this RFP at any time.

The CONP reserves the right to waive informalities, and to make a selection as deemed in its own best interest. The CONP reserves the right to reject any and/or all proposals which they deem to be not in the best interests of the CONP and to proceed with the next contractor or to utilize an entirely different process.

All proposals and other materials become the property of CONP and may be returned only at the option of CONP.

14. PROPOSAL REVIEW

Proposals will not be publicly opened after receipt but will be received, reviewed and ranked in accordance with the information provided below. Any proposal received after the time and date specified shall not be considered.

A panel selected by the CONP will score proposals based upon the following criteria for a total 120 points. The proposal narrative should label each point category with the titles listed below and address each of the six scoring criteria.

1. Contractor Firm Qualifications: 10 points

Proposal shall contain a description of the firm's capacity and resources to perform the work. Identify any distinct and substantive qualifications for undertaking the proposed contract that sets your firm apart from others. The contractor shall provide the number of calendar days they anticipate achieving substantial completion from the date of the execution of the contract.

- Liquidated damages of \$100/per day shall be assessed for each calendar day the contractor exceeds the proposer provided substantial completion date.

2. Past Performance/Relevant Project Experience: 10 points

Describe up to two (2) similar and relevant projects that have been completed in the last five (5) years.

- Include an Owner reference for each project including contact name(s), and current telephone number(s) and/or email addresses.

3. Project Approach/Management Plan: 20 points

Proposal shall contain a work plan demonstrating the firm's technical approach to this project.

- Project schedule (based upon days after execution of contract through substantial completion).
- Include how staffing will be conducted.
- Include a list of subcontractors if any will be used for the project and the estimated percentage or the work they will perform and what their specialty is if any.
- Indicate how much of the work is anticipated to be self-performed.
- Discuss what you see to be the primary challenges of this project and your approach to meeting those challenges.

4. Safety Record: 10 points

Proposal shall list the firms current Workman's Compensation Insurance Multiplier. The higher a proposer's multiplier, the lower the points they will be awarded for this category.

5. Claims History: 10 points

Claims and Lawsuits – If the answer to any of the questions below is yes, please attach details.

- A. Has the firm failed to complete any work awarded to it in the last five (5) years?
- B. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
- C. Has the firm filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

6. Project Cost: 60 points

Because this is an RFP, cost is not the sole criteria for selecting the successful proposal. The project has sufficient variable factors that a firm total cost is not realistic to expect proposers to provide. To ensure that all proposers cost proposals are compared fairly, standard quantities will be applied to each proposer's Schedule of Values items to generate a projected cost. For example, if the equalized estimated quantity of D-1 is 100 tons and one proposer's cost per ton is \$35.00 their equalized D-1 expense would be \$3,500; while a second proposer's cost per ton is \$32.50, their equalized D-1 expense would be \$3,250. A copy of the Schedule of Values form is found in Attachment D. The proposal must include a completed copy of the Schedule of Values.

After the CONP tabulates each proposer's estimated projected cost, the proposer with the lowest projected project cost will be awarded 100% of the points available for this item. The second lowest cost estimate is awarded a fraction of the points for the cost category by dividing the lowest cost by the second lowest cost proposer's cost and then multiplying that value by the maximum points allowed. The process is repeated for each successive proposer's cost.

For example, the estimated cost projections for three proposers are \$135,300; \$142,750 and \$149,630 and the total points awarded for the cost category are 60.

Lowest proposer (\$135,300) would be awarded 60 points

Second lowest proposer's points would equal:

$$\$135,300 / \$142,300 = 0.95$$

$$60 \text{ points} \times 0.95 = 57 \text{ points}$$

Third lowest proposer's points would equal:

$$\$135,300 / \$149,630 = 0.90$$

$$60 \text{ points} \times 0.9 = 54 \text{ points}$$

15. AWARD OF CONTRACT

A contract award shall be made by ranking the total points of the proposal in accordance with the CONP's ranking system. Proposer interviews may be requested. Award will be subject to the availability of funds, which is deemed solely by the CONP. The CONP may make such investigations it solely deems necessary to determine the ability of proposers to perform the work, and the proposer shall furnish to the CONP all such information and data for this purpose as the CONP may request. The CONP reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the CONP that such proposer is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated herein.

16. EXECUTION OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance and payment bonds within ten (10) days from the date when the Notice of Award is issued to the proposer. Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of the failure of the Proposer to execute the agreement, the CONP may at its option consider the proposer in default, in which case the Security Bond accompanying the proposal shall become the property of the CONP. The CONP within ten (10) days of receipt of the agreement signed by the party to whom the contract is awarded shall sign the agreement and return to such party an executed duplicate of the agreement.

17. FAILURE TO EXECUTE CONTRACT

If the proposer to whom the Contract is awarded refuses or neglects to execute it, the CONP may declare the proposer non-responsive and award the work to another responsive proposer.

18. ATTACHMENTS

- A. Site picture
- B. Project boundaries
- C. Proposer Registration and Addenda Acknowledgement Form
- D. Schedule of Values
- E. Security Bond Form
- F. Payment Bond Form
- G. Performance Bond Form
- H. Sample Contract
- I. City of North Pole Insurance Requirements

A. Site picture


Fairbanks North Star Borough Tax Parcel Viewer Map




1/8/2021, 3:33:10 PM

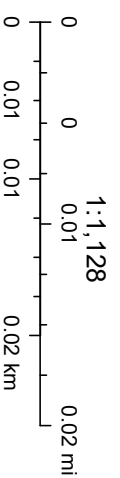
Street Address  FNSB Borough Boundary

Roads

Constructed  Imagery_2020_Pictometry_Fairbanks

Tax Parcels 

RGB
Red: Band_1
Green: Band_2
Blue: Band_3

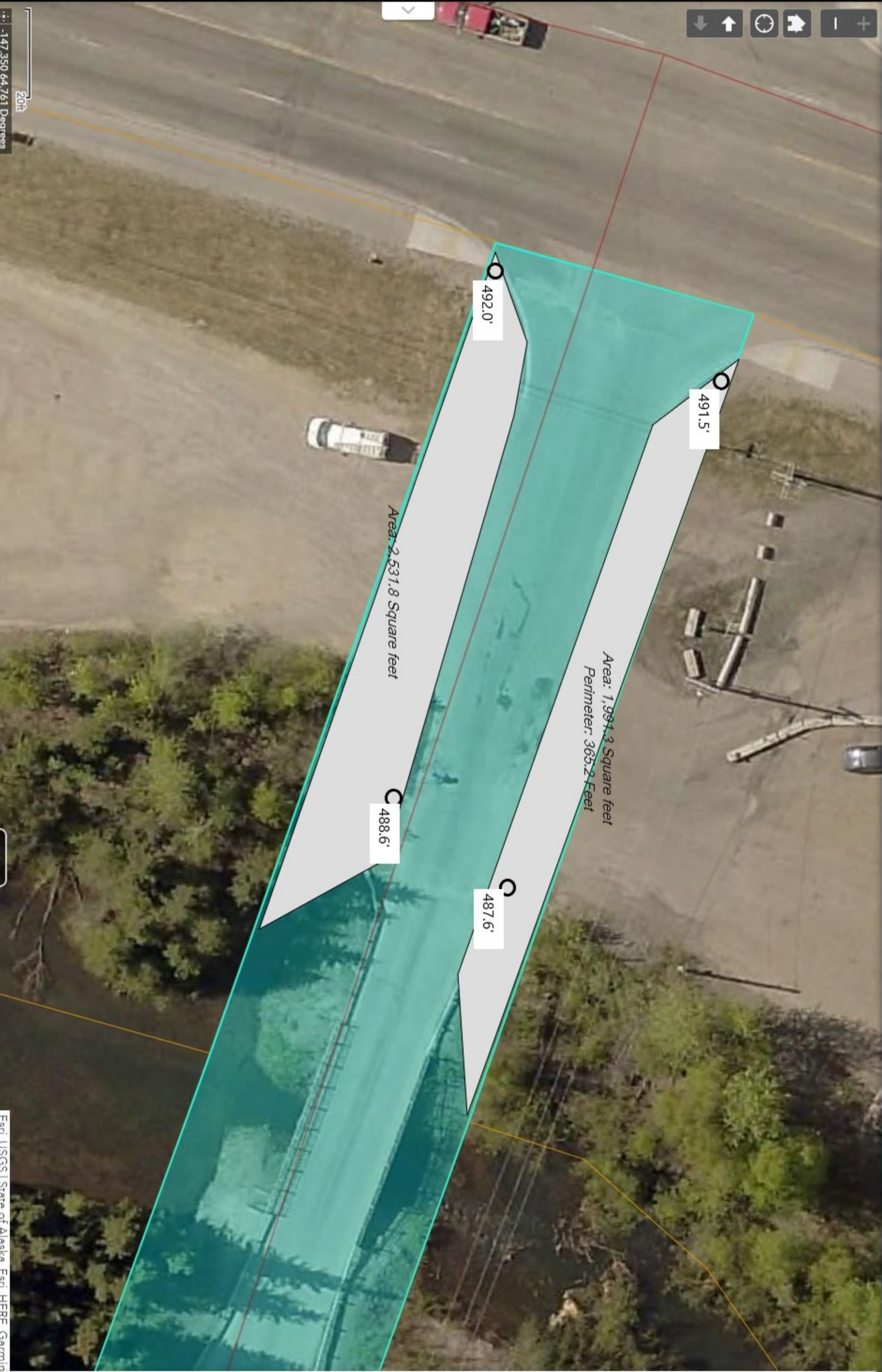


Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community,

GIS User

All information provided herein is for informational purposes only, and does not constitute legal documentation. The Fairbanks North Star Borough disclaims responsibility for any direct or indirect damages resulting from the use of this information.

B. Project boundaries



LEGEND

Text

○

Areas

▱

Road Centerlines (FNSB)

— Unconstructed

— Constructed

City Limits

▱ City of Fairbanks

▱ City of North Pole

Parcels w/Taxroll Data (FNSB)

▱

C. Proposer Registration and Addenda Acknowledgement Form

Proposer Registration & Addenda Acknowledgement Form

Doughchee Avenue Rehabilitation and Drainage Project: 2021

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

Bidder Information

Name of Firm: _____

Mailing Address: _____

Telephone Number: _____

Fax number: _____

E-mail Address: _____

Authorized signer: (print name) _____

Authorized signer: (signature) _____

Addenda Acknowledgement

(Check addenda received.)

Addenda #1: ☐

Addenda #2: ☐

Addenda #3: ☐

Addenda #4: ☐

Addenda #5: ☐

D. Schedule of Values

Schedule of Values: Base Work Doughchee Avenue

Item	Unit	Unit proposal price
Unclassified Excavation	Cubic Yard	\$
Hydro-vac truck	Hour	\$
Disposal of spoils	Ton	\$
Site preparation	Hours	\$
Geo-Tech fabric	Square foot	\$
Aggregate Base Course, Grading D-1	Ton	\$
Aggregate Surface Course, Grading E-1	Ton	\$
Reconditioning Doughchee	Station	\$
Crushed Asphalt Base Course	Square Yard	\$
HMA, Type II; Class B	Ton	\$
Asphalt Binder, Grade PG 52-40	Ton	\$
Corrugated Steel Pipe 12 Inch	Linear Foot	\$
Culvert markers	Each	\$
Driveways	Each	\$
Road approach	Each	\$
Mobilization and Demobilization	Actual	\$
Temporary Erosion, Sediment and Pollution Control	Actual	\$
Construction Surveying	Actual	\$
Traffic Control	Lump Sum	\$
Temporary Erosion, Sediment and Pollution Control	Actual	\$
Profit, percent	Actual	%
Overhead, percent	Actual	%

Added Alternate Schedule of Values: Swale

Item	Unit	Unit proposal price
Clearing and Grubbing	Lump Sum	\$
Unclassified Excavation	Cubic Yard	\$
Disposal of spoils	Ton	\$
Site preparation	Hours	\$
Topsoil	Square Yard	\$
Hydo seeding	Square foot	\$
Permeable gravel, swale base	Ton	\$
Landscaping boulders, approx. 3x3 feet each	Each	\$
Rip-warp, end of swale material, 6" to 12" rock	Cubic Yard	\$
Mobilization and Demobilization	Actual	\$
Temporary Erosion, Sediment and Pollution Control	Actual	\$
Profit, percent	Actual	%
Overhead, percent	Actual	%

E. Security Bond Form



**City of North Pole
Public Works Department**

SECURITY BOND

For

**City of North Pole
Doughchee Avenue Rehabilitation and Drainage Project: 2021**

DATE BOND EXECUTED: _____

PRINCIPAL (Legal name and business address):

TYPE OF ORGANIZATION:

	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Corporation
STATE OF INCORPORATION:		

SURETY(IES) (Name and business address):

A.	B.	C.
PENAL SUM OF BOND:		DATE OF BID:

We, the PRINCIPAL and SURETY above named, are held and firmly bound to the State (State of Alaska), in the penal sum of the amount stated above, for the payment of which sum will be made, we bind ourselves and our legal representatives and successors, jointly and severally, by this instrument.

THE CONDITION OF THE FOREGOING OBLIGATION is that the Principal has submitted the accompanying bid in writing, date as shown above, on the above referenced Project in accordance with contract documents filed in the office of the Contracting Officer, and under the Invitation for Bids therefor, and is required to furnish a bond in the amount stated above.

If the Principal's bid is accepted and he is offered the proposed contract for award, and if the Principal fails to enter into the contract, then the obligation to the State created by this bond shall be in full force and effect.

If the Principal enters into the contract, then the foregoing obligation is null and void.

PRINCIPAL

Signature(s)	1.	2.	3.
Name(s) & Title(s) (Typed)	1.	2.	3.

Corporate
Seal

See Instructions on Reverse

CORPORATE SURETY(IES)

Surety A	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety B	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

Surety C	Name of Corporation	State of Incorporation	Liability Limit \$
Signature(s)	1.	2.	Corporate Seal
Name(s) & Titles (Typed)	1.	2.	

INSTRUCTIONS

1. This form shall be used whenever a bid bond is submitted.
2. Insert the full legal name and business address of the Principal in the space designated. If the Principal is a partnership or joint venture, the names of all principal parties must be included (e.g., "Smith Construction, Inc. and Jones Contracting, Inc. DBA Smith/Jones Builders, a joint venture"). If the Principal is a corporation, the name of the state in which incorporated shall be inserted in the space provided.
3. Insert the full legal name and business address of the Surety in the space designated. The Surety on the bond may be any corporation or partnership authorized to do business in Alaska as an insurer under AS 21.09. Individual sureties will not be accepted.
4. The penal amount of the bond may be shown either as an amount (in words and figures) or as a percent of the contract bid price (a not-to-exceed amount may be included).
5. The scheduled bid opening date shall be entered in the space marked Date of Bid.
6. The bond shall be executed by authorized representatives of the Principal and Surety. Corporations executing the bond shall also affix their corporate seal.
7. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
8. The states of incorporation and the limits of liability of each surety shall be indicated in the spaces provided.
9. The date that bond is executed must not be later than the bid opening date.

F. Payment Bond Form



City of North Pole
Public Works Department

PAYMENT BOND

Bond No. _____

For

City of North Pole
Doughchee Avenue Rehabilitation and Drainage Project: 2021

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$ _____) good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 2021, for construction of the above-referenced project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall comply with all requirements
of law and pay, as they become due, all just claims for labor performed and materials and supplies furnished upon or for the work
under said contract, whether said labor be performed and said materials and supplies be furnished under the original contract, any
subcontract, or any and all duly authorized modifications thereto, then these presents shall become null and void; otherwise they
shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 2021.

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Rene Broker

North Pole City Attorney

_____ Date

See Instructions on Reverse

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, shall be used whenever a payment bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

G. Performance Bond Form



City of North Pole
Public Works Department

PERFORMANCE BOND

Bond No. _____

For

City of North Pole
Doughchee Avenue Rehabilitation and Drainage Project: 2021

KNOW ALL WHO SHALL SEE THESE PRESENTS:

That _____
of _____ as Principal,
and _____
of _____ as Surety,
firmly bound and held unto the State of Alaska in the penal sum of _____ Dollars

(\$) _____ good and lawful money of the United States of America for the payment whereof,
well and truly to be paid to the State of Alaska, we bind ourselves, our heirs, successors, executors, administrators, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with said State of Alaska, on the _____ of _____
A.D., 2021, for construction of the above-named project, said work to be done according to the terms of said contract.

Now, THEREFORE, the conditions of the foregoing obligation are such that if the said Principal shall well and truly perform and
complete all obligations and work under said contract and if the Principal shall reimburse upon demand of the Department of
Transportation and Public Facilities any sums paid him which exceed the final payment determined to be due upon completion of the
project, then these presents shall become null and void; otherwise they shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at _____,
_____ this _____ day of _____ A.D., 2021

Principal: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

Surety: _____

Address: _____

By: _____

Contact Name: _____

Phone: () _____

The offered bond has been checked for adequacy under the applicable statutes and regulations:

Rene Broker

North Pole City Attorney

Date

INSTRUCTIONS

1. This form shall be used whenever a performance bond is required. There shall be no deviation from this form without approval from the Contracting Officer.
2. The full legal name, business address, phone number, and point of contact of the Principal and Surety shall be typed on the face of the form. Where more than a single surety is involved, a separate form shall be executed for each surety.
3. The penal amount of the bond, or in the case of more than one surety the amount of obligation, shall be typed in words and in figures.
4. Where individual sureties are involved, a completed Affidavit of Individual Surety shall accompany the bond. Such forms are available upon request from the Contracting Officer.
5. The bond shall be signed by authorized persons. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of authority must be furnished.

H. Sample Contract

City of North Pole

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

SERVICES CONTRACT

Doughchee Avenue Rehabilitation and Drainage Project: 2021

1. PARTIES. The parties to this contract are the CITY OF NORTH POLE ("CITY"), and NAME OF CONTRACTOR. ("CONTRACTOR").
2. DUTIES. The CONTRACTOR shall perform the duties specified in the CITY's Request for Proposal ("Solicitation") (attached). The CONTRACTOR understands that the CITY makes no representation that it will look exclusively to the CONTRACTOR for the type of services requested. The CONTRACTOR will perform its duties under this agreement as an independent contractor.
3. QUALITY OF WORK. The CONTRACTOR will perform its duties pursuant to the specifications in the Solicitation and the CONTRACTOR's specifications or representations in its solicitation submittal. Should the specifications of the solicitation and the specifications or representations of the CONTRACTOR's resulting submittal differ, the higher specification is applicable and will control. If there are no specifications, the CONTRACTOR will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the CONTRACTOR's trade.
4. CONTRACT PRICE. The CITY will pay the CONTRACTOR according to the values contained in the CONTRACTOR's proposal submission (attached). The CITY will pay for services as the services requested are accepted.
5. CONTRACT TERMS. The CONTRACTOR's duties begin when both parties have signed this agreement, whichever is later. This agreement will continue no later than August 31, 2018.
6. CONTRACT RENEWAL OPTION. NA
7. FACILITIES AND LICENSES.
 - 7.1. The CONTRACTOR will provide all facilities, equipment, supplies, services and personnel necessary to carry out its duties under this agreement.
 - 7.2. The CONTRACTOR will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the CONTRACTOR will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.
8. OWNERSHIP OF DOCUMENTS. NA
9. INSURANCE REQUIREMENTS.

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

- A. Minimum limits
 - \$1,000,000 each occurrence
 - \$1,000,000 personal & adv injury
 - \$2,000,000 general aggregate
 - \$2,000,000 products and completed operations aggregate
- B. Coverages
 1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
 2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
 3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
 4. They policy shall provide for severability of interests.
 5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
 6. The general aggregate shall apply on a “per project” basis.
 7. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.
 8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
 9. The policy shall be written to provide coverage on a primary and non-contributory basis.

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

- A. Minimum Limits
 1. \$1,000,000 combined single limit each accident
- B. Coverages
 1. Additional insured endorsement
 2. Specific waiver of subrogation
 3. Contractual liability

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

- A. Minimum Limits
 1. Workers’ compensation – statutory limit

2. Employer's liability
 - a. \$1,000,000 bodily injury for each accident
 - b. \$1,000,000 bodily injury by disease for each employee
 - c. \$1,000,000 bodily injury disease aggregate
 - B. Coverages
 1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Contractor's General Liability policy.
10. PERFORMANCE BOND: During the term of the contract, and if required by the solicitation, the CONTRACTOR shall obtain and maintain in force a Performance Bond in the amount of, \$25,000, in a form approved by the CITY.
11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION:
- 11.1. The CONTRACTOR shall defend, hold harmless and indemnify the CITY, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the CONTRACTOR's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the CONTRACTOR. This duty to defend, indemnify, and hold harmless shall include the CONTRACTOR's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the CITY's sole negligence or its willful misconduct.
 - 11.2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
 - 11.3. "CONTRACTOR" and "CITY" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
12. TERMINATION.
- 12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the CITY may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the CITY Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.

- 12.2. In case of default by the CONTRACTOR, for any reason whatsoever, the CITY may procure the goods or services from another source and hold the CONTRACTOR responsible for any resulting excess cost or other remedies under law or equity.
- 12.3. If this contract is terminated, the CONTRACTOR has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the CITY has no further duty to pay the CONTRACTOR except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.
13. IMPOSSIBILITY TO PERFORM. The CONTRACTOR is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the CONTRACTOR. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.
14. EQUAL OPPORTUNITY. The CONTRACTOR will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the CONTRACTOR agrees to use practices that assure equal opportunity to companies owned by women and minorities.
15. CONTRACT DOCUMENTS.
- 15.1. If the parties enter into this agreement as a result of a CITY Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the CITY, and the CONTRACTOR's bid form.
- 15.2. If the parties enter into this agreement as a result of a CITY Request for Proposal, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request for Proposal as issued by the CITY, and the proposal submitted by the CONTRACTOR.
- 15.3. If the parties enter into this agreement as a result of a CITY written Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency

between them: This agreement, the Request For Quotation as issued by the CITY, and the written quote from the CONTRACTOR.

- 15.4. If the parties enter into this agreement as a result of an oral Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.
- 15.5. The CITY purchase order to be issued for this work is a contract document. The terms specified on the CITY purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.
16. RELEASE. The CITY assumes no responsibility for the loss or damage of CONTRACTOR's property placed on or in CITY Owned property and the CONTRACTOR hereby expressly releases and discharges the CITY from any and all liability for loss or damage to such property. The CITY shall have the sole right to collect and sell or otherwise dispose of all articles left by the CONTRACTOR in any CITY facility fifteen (15) days after the termination of this agreement.
17. OTHER.
 - 17.1. The CONTRACTOR may not assign any duties under this agreement without the prior written consent of the CITY.
 - 17.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.
 - 17.3. Time is of the essence of this contract.
 - 17.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
 - 17.5. Before paying the CONTRACTOR, the CITY may deduct the amount of any debt from any source that the CONTRACTOR owes to the CITY.
 - 17.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
 - 17.7. This agreement may be amended only in writing.

- 17.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- 17.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.
18. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

CITY Representative: William Butler
Public Works
City of North Pole
125 Snowman Lane
North Pole, AK 99705

Contractor Representative: _____
Business Name: _____
Address: _____

FOR THE CONTRACTOR

FOR THE CITY OF NORTH POLE

Authorized Representative
Title: _____
Date: _____

Michael Welch, Mayor
Date: _____

I. City of North Pole Insurance Requirements

City of North Pole Insurance Requirements

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

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

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

Property Insurance: The Contractor for construction contracts shall submit to the Owner evidence of All Risk Builder's Risk Insurance for all physical loss, (100% completed value basis) upon the entire work naming the Owner, the Contractor and the subcontractors as additional insured parties and as their interests may appear to the full contract sum thereof, until the project is completed by the Contractor and accepted by the Owner. The policy, by endorsement, shall specifically permit partial or beneficial occupancy at or prior to substantial completion or final acceptance of the entire work.

Commercial General Liability: Contractor will maintain commercial general liability insurance covering all operations by or on behalf of Contractor on an occurrence basis against claims for

personal injury, bodily injury, death and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

A. Minimum limits:

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

B. Coverages

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

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

A. Minimum Limits: \$1,000,000 combined single limit each accident

B. Coverages:

1. Additional insured endorsement
2. Specific waiver of subrogation
3. Contractual liability

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

A. Minimum Limits

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

B. Coverages:

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

Umbrella/Excess Liability: Contractors with contracts less than \$2 million who meet the minimum coverages for Commercial General Liability; Automobile Liability; and Workers Compensation. Subcontractors as stated do not need Umbrella/Excess Liability coverage. Contractors with contracts in excess of \$2 million will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. The amounts of insurance required above may be satisfied by Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified above when added to the limit specified in this paragraph.

A. Minimum limits: \$5,000,000 combined single limit and aggregate limit.

B. Coverages:

1. Coverage must be provided for those parties required to be named additional insured on the General Liability policy on a follow-form basis.
2. Pay on behalf of wording
3. Concurrency of effective dates with primary
4. Blanket contractual liability
5. Punitive damages coverage (where not prohibited by law)
6. Aggregates: apply where applicable in primary
7. Drop down feature

Additional Coverages - required only if applicable

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

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

B. Coverages:

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

Railroad Protective Liability: Contractor will purchase a railroad protective liability policy when the work is on or within 50 feet of a railroad or affects any railroad property including but not limited to tracks, bridges, tunnels, and switches. The limits and terms of coverage shall be those dictated by the affected railroad. (If Applicable)

- A. Commercial General Liability Minimum Limits: \$5,000,000 each occurrence/
\$10,000,000 aggregate

Professional Liability: When the Contractor's work includes the provision of professional services, Contractor will purchase professional liability insurance coverage with all coverage retroactive to the earlier of the date of this Contract and the commencement of the Contractor's services in relation to the Project as follows: (If Applicable)

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

B. Coverages:

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

Waivers of Subrogation

The Contractor waives all rights against the Owner and any of its subcontractors, sub-subcontractors, agents, employees, the Construction Manager, the Architect, Owner's Engineer, Bank's Engineer, Construction Agent, Financing Parties and all tiers of contractors or consultants engaged by them; for recovery under subrogation or otherwise to the extent covered by insurance required under this contract or other insurance applicable to the Work, except such rights as the Contractor may have to proceeds of any insurance held by the Owner as fiduciary, if any. The Contractor shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies

shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in property damaged.

Duration of Coverage

All required coverages will be maintained without interruption during the entire term of this Subcontract plus an additional two (2) years in products and completed operation coverage following final acceptance of the Project by the Owner and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work.

Notice of Cancellation

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

CITY OF NORTH POLE

ORDINANCE 21-12

AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING TITLE 2, CHAPTER 2.36 PERSONNEL CODE, SECTION .470 PAY

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

WHEREAS, the City of North Pole Municipal Code should be amended to conform to the requirements of the City and to clarify questionable areas.

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

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

Section 2. Amend Title 2, Personnel Code, Pay is hereby amended in the North Pole Code of Ordinances as follows: [new text in *italicized, underlined red font*; deleted text in ~~red strikethrough~~ font];

2.36.470 Pay.

See attached revised Unified Pay Scale

Section 3. **Effective Date.** This ordinance shall become effective at 5:00 pm on the first city business day following its adoption.

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

Michael W Welch, Mayor

ATTEST:

Thomas McGhee, Mayor Pro Tem

PASSED

Yes:

No:

Absent:

Revised Unified Pay Scale @ 3% Ordinance 21-12

Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Mayor	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750
Police Chief	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
Fire Chief	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
City Clerk/HR	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
City Accountant	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
Director of City Svs	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
	26.30	27.09	27.90	28.74	29.60	30.49	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62	39.78	40.97	42.20	43.47	44.77	46.12
Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Police Lt.	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
Police Lt.	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7149	7363
Dep Fire Chief	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
Dep Fire Chief	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7149	7363
City Clerk	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7149	7363
Deputy Accountant	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7149	7363
HR	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7149	7363
	24.23	24.96	25.71	26.48	27.27	28.09	28.93	29.80	30.69	31.61	32.56	33.54	34.55	35.58	36.65	37.75	38.88	40.05	41.25	42.49
Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Records Mgr/Archivist	3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478
AR, AP, Utility Billing Clerk	3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478
Admin Asst Evidence Cust/Dispr	3124	3218	3314	3414	3516	3622	3730	3842	3957	4076	4198	4324	4454	4588	4725	4867	5013	5163	5318	5478
	18.02	18.56	19.12	19.69	20.28	20.89	21.52	22.16	22.83	23.51	24.22	24.94	25.69	26.46	27.26	28.07	28.92	29.78	30.68	31.60
Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Public Works Supervisor	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47
Public Works Assistant	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54
Utility Supervisor	4100	4223	4350	4480	4615	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189
	23.65	24.36	25.09	25.84	26.62	27.42	28.24	29.09	29.96	30.86	31.78	32.74	33.72	34.73	35.77	36.85	37.95	39.09	40.26	41.47
Utility Operator	3708	3819	3934	4052	4173	4299	4428	4560	4697	4838	4983	5133	5287	5445	5609	5777	5950	6129	6313	6502

Revised Unified Pay Scale @ 3% Ordinance 21-12

	21.39	22.03	22.69	23.37	24.07	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	31.41	32.35	33.32	34.32	35.35	36.42	37.51
Utility Assistant	3515	3620	3729	3841	3956	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164
	20.27	20.88	21.50	22.15	22.81	23.50	24.20	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.50	34.51	35.54
Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Police Sergeant	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149
	23.52	24.23	24.95	25.70	26.47	27.27	28.08	28.93	29.79	30.69	31.61	32.56	33.53	34.54	35.58	36.64	37.74	38.87	40.04	41.24
Police Detective	3945	4063	4185	4311	4440	4573	4711	4852	4997	5147	5302	5461	5625	5793	5967	6146	6331	6520	6716	6918
	22.75	23.43	24.14	24.86	25.61	26.37	27.16	27.98	28.82	29.68	30.57	31.49	32.44	33.41	34.41	35.44	36.51	37.60	38.73	39.89
Police Officer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730
	22.14	22.80	23.49	24.19	24.92	25.67	26.44	27.23	28.05	28.89	29.75	30.65	31.57	32.51	33.49	34.49	35.53	36.59	37.69	38.82
Position	Range 1	Range 2	Range 3	Range 4	Range 5	Range 6	Range 7	Range 8	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20
Fire Captain	4077	4199	4325	4455	4589	4726	4868	5014	5165	5320	5479	5644	5813	5987	6167	6352	6542	6739	6941	7149
19 day cycle	17.70	18.23	18.78	19.34	19.92	20.52	21.13	21.77	22.42	23.09	23.79	24.50	25.24	25.99	26.77	27.58	28.40	29.26	30.13	31.04
Fire Lieutenant	3932	4050	4171	4297	4426	4558	4695	4836	4981	5130	5284	5443	5606	5774	5948	6126	6310	6499	6694	6895
	17.07	17.58	18.11	18.65	19.21	19.79	20.38	20.99	21.62	22.27	22.94	23.63	24.34	25.07	25.82	26.59	27.39	28.21	29.06	29.93
Fire Engineer	3838	3953	4072	4194	4320	4449	4583	4720	4862	5008	5158	5313	5472	5636	5805	5979	6159	6344	6534	6730
	16.66	17.16	17.67	18.20	18.75	19.31	19.89	20.49	21.10	21.74	22.39	23.06	23.75	24.47	25.20	25.96	26.73	27.54	28.36	29.21
Firefighter	3347	3447	3551	3657	3767	3880	3996	4116	4240	4367	4498	4633	4772	4915	5063	5215	5371	5532	5698	5869
	14.53	14.97	15.41	15.88	16.35	16.84	17.35	17.87	18.41	18.96	19.53	20.11	20.72	21.34	21.98	22.64	23.32	24.02	24.74	25.48

**CITY OF NORTH POLE
RESOLUTION 21-07**

**A RESOLUTION OF THE CITY OF NORTH POLE ACKNOWLEDGING
APPROVING OF A BLANKET EXCAVATION PERMIT FOR THE INTERIOR GAS
UTILITY TO FACILITATE NATURAL GAS INSTALLATIONS WITHIN THE
CITY LIMITS**

WHEREAS, the Interior Gas Utility (IGU) was formed by the three municipalities of Interior Alaska to create a public natural gas utility to expand natural gas utility service within the Interior; and

WHEREAS, the mission of the IGU from its creation has been to bring natural gas to the most residents of the Interior as possible at the lowest cost possible; and

WHEREAS, gas main extensions and service connections are required to provide service to additional customers in the City of North Pole; and

WHEREAS, The City wants to help facilitate the installation of IGU customer natural gas service connections and natural gas main extensions; and

WHEREAS, the City is willing to issue IGU a Blanket Excavation Permit (Blanket Permit) provided IGU agrees to certain conditions; and

WHEREAS, a Blanket Permit results in cost and time savings, and

WHEREAS, IGU and the City are both instrumentalities of the State of Alaska and neither entity is able to indemnify and hold harmless the other making the City's excavation permit bonding requirements impractical, and

WHEREAS, the IGU's Board of Directors are committed to follow the other conditions of the Blanket Permit shall suffice in lieu of a bond;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH POLE THAT: IGU agrees to the supplemental conditions of the Blanket Permit as stipulated by the City. (See Attachment 1.) Further, the IGU Board of Directors recognizes its obligations to satisfy the requirements of the City's excavation permitting requirements and shall comply with our conditions and promptly correct any deficiencies as recognized in Interior Gas Utility Resolution 2021-10. (See Attachment 2.)

Attachments:

Attachment 1: City letter dated May 19, 2021 (Blanket Permit Conditions)
Attachment 2: Interior Gas Utility Resolution 21-10

1 **PASSED AND APPROVED BY A DULY CONSTITIUTED QUORUM OF THE NORTH**
2 **POLE CITY COUNCIL THIS 6th DAY OF JULY 2021.**
3

ATTEST:

Michael W. Welch, Mayor

Tricia Fogarty, Acting City Clerk

4

CITY OF NORTH POLE

RESOLUTION 21-08

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

WHEREAS, on July 6, 2021, North Pole City Council is accepting Coronavirus State and Local Recover Funds Award to Non-Entitlement Units of Local Government (NEUs) for the Alaska Department of Commerce, Community and Economic Development; and,

WHEREAS, the City of North Pole wishes to provide the above described funds for the community of North Pole Alaska; and,

WHEREAS, the City of North Pole total operating budget revenue in effect as of January 27, 2020 was \$7,576,012.00; and,

NOW, THEREFORE, BE IT RESOLVED by the North Pole City Council had read and agrees to the federal guidance pertaining to the Recovery Funds, and accepts the Recovery Funds from the Department; and,

NOW, THEREFORE, BE IT RESOLVED that the City of North Pole is hereby authorized to negotiate and execute any and all documents required for issuing and managing funds on behalf of this municipality. The City of North Pole is also authorized to execute subsequent amendments to said agreement, based upon the needs of the project.

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council.
This 6th day of July 2021

Michael W. Welch, Mayor

ATTEST:

Thomas McGhee, Mayor Pro Tem

PASSED/FAILED TO PASS

Yes:

No:

Absent:

Coronavirus State and Local Fiscal Recovery Funds

Frequently Asked Questions

AS OF JUNE 23, 2021

This document contains answers to frequently asked questions regarding the Coronavirus State and Local Fiscal Recovery Funds (CSFRF / CLFRF, or Fiscal Recovery Funds). Treasury will be updating this document periodically in response to questions received from stakeholders. Recipients and stakeholders should consult the [Interim Final Rule](#) for additional information.

- For overall information about the program, including information on requesting funding, please see <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments>
- For general questions about CSFRF / CLFRF, please email SLFRP@treasury.gov
- Treasury is seeking comment on all aspects of the Interim Final Rule. Stakeholders are encouraged to submit comments electronically through the Federal eRulemaking Portal (<https://www.regulations.gov/document/TREAS-DO-2021-0008-0002>) on or before July 16, 2021. Please be advised that comments received will be part of the public record and subject to public disclosure. Do not disclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

Questions added 5/27/21: 1.5, 1.6, 2.13, 2.14, 2.15, 3.9, 4.5, 4.6, 10.3, 10.4 (noted with “[5/27]”)

Questions added 6/8/21: 2.16, 3.10, 3.11, 3.12, 4.7, 6.7, 8.2, 9.4, 9.5, 10.5 (noted with “[6/8]”)

Questions added 6/17/21: 6.8, 6.9, 6.10, 6.11 (noted with “[6/17]”)

Questions added 6/23/21: 1.7, 2.17, 2.18, 2.19, 2.20, 3.1 (appendix), 3.13, 4.8, 6.12 (noted with “[6/23]”)

Answers to frequently asked questions on distribution of funds to non-entitlement units of local government (NEUs) can be found in this [FAQ supplement](#), which is regularly updated.

1. Eligibility and Allocations

1.1. Which governments are eligible for funds?

The following governments are eligible:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties

- Metropolitan cities
- Non-entitlement units, or smaller local governments

1.2. Which governments receive funds directly from Treasury?

Treasury will distribute funds directly to each eligible state, territory, metropolitan city, county, or Tribal government. Smaller local governments that are classified as non-entitlement units will receive funds through their applicable state government.

1.3. Are special-purpose units of government eligible to receive funds?

Special-purpose units of local government will not receive funding allocations; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts.

1.4. How are funds being allocated to Tribal governments, and how will Tribal governments find out their allocation amounts?

\$20 billion of Fiscal Recovery Funds was reserved for Tribal governments. The American Rescue Plan Act specifies that \$1 billion will be allocated evenly to all eligible Tribal governments. The remaining \$19 billion will be distributed using an allocation methodology based on enrollment and employment.

There will be two payments to Tribal governments. Each Tribal government's first payment will include (i) an amount in respect of the \$1 billion allocation that is to be divided equally among eligible Tribal governments and (ii) each Tribal government's pro rata share of the Enrollment Allocation. Tribal governments will be notified of their allocation amount and delivery of payment 4-5 days after completing request for funds in the Treasury Submission Portal. The deadline to make the initial request for funds is June 21, 2021.¹

In mid-June or shortly after completing the initial request for funds, Tribal governments will receive an email notification to re-enter the Treasury Submission Portal to confirm or amend their 2019 employment numbers that were submitted to the Department of the Treasury for the CARES Act's Coronavirus Relief Fund. The deadline to confirm employment numbers is July 9, 2021. Treasury will calculate each Tribal government's pro rata share of the Employment Allocation for those Tribal governments that confirmed or submitted amended employment numbers. In late-June, Treasury will communicate to Tribal governments the amount of their portion of the Employment Allocation and the anticipated date for the second payment.

1.5. My county is a unit of general local government with population under 50,000. Will my county receive funds directly from Treasury? [5/27]

¹ This document was updated on June 10, 2021 to reflect the extension of the two portal submission deadlines.

Yes. All counties that are units of general local government will receive funds directly from Treasury and should apply via the [online portal](#). The list of county allocations is available [here](#).

1.6. My local government expected to be classified as a non-entitlement unit. Instead, it was classified as a metropolitan city. Why? [5/27]

The American Rescue Plan Act defines, for purposes of the Coronavirus Local Fiscal Recovery Fund (CLFRF), metropolitan cities to include those that are currently metropolitan cities under the Community Development Block Grant (CDBG) program but also those cities that relinquish or defer their status as a metropolitan city for purposes of the CDBG program. This would include, by way of example, cities that are principal cities of their metropolitan statistical area, even if their population is less than 50,000. In other words, a city that is eligible to be a metropolitan city under the CDBG program is eligible as a metropolitan city under the CLFRF, regardless of how that city has elected to participate in the CDBG program.

Unofficial allocation estimates produced by other organizations may have classified certain local governments as non-entitlement units of local government. However, based on the statutory definitions, some of these local governments should have been classified as metropolitan cities.

1.7. In order to receive and use Fiscal Recovery Funds, must a recipient government maintain a declaration of emergency relating to COVID-19? [6/23]

No. Neither the statute establishing the CSFRF/CLFRF nor the Interim Final Rule requires recipients to maintain a local declaration of emergency relating to COVID-19.

2. Eligible Uses – Responding to the Public Health Emergency / Negative Economic Impacts

2.1. What types of COVID-19 response, mitigation, and prevention activities are eligible?

A broad range of services are needed to contain COVID-19 and are eligible uses, including vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses. Capital

investments in public facilities to meet pandemic operational needs are also eligible, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics.

2.2. If a use of funds was allowable under the Coronavirus Relief Fund (CRF) to respond to the public health emergency, may recipients presume it is also allowable under CSFRF/CLFRF?

Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under CSFRF/CLFRF, with the following two exceptions: (1) the standard for eligibility of public health and safety payrolls has been updated; and (2) expenses related to the issuance of tax-anticipation notes are not an eligible funding use.

2.3. If a use of funds is not explicitly permitted in the Interim Final Rule as a response to the public health emergency and its negative economic impacts, does that mean it is prohibited?

The Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. The Interim Final Rule also provides flexibility for recipients to use Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but which meet the objectives of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency with respect to COVID-19 or its negative economic impacts.

2.4. May recipients use funds to respond to the public health emergency and its negative economic impacts by replenishing state unemployment funds?

Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020, or to pay back advances received for the payment of benefits between January 27, 2020 and the date when the Interim Final Rule is published in the Federal Register.

2.5. What types of services are eligible as responses to the negative economic impacts of the pandemic?

Eligible uses in this category include assistance to households; small businesses and non-profits; and aid to impacted industries.

Assistance to households includes, but is not limited to: food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance; emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative

economic or public health impacts experienced due to a worker's occupation or level of training.

Assistance to small business and non-profits includes, but is not limited to:

- loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and
- Technical assistance, counseling, or other services to assist with business planning needs

2.6. May recipients use funds to respond to the public health emergency and its negative economic impacts by providing direct cash transfers to households?

Yes, provided the recipient considers whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. Additionally, cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, state, local, territorial, and Tribal governments may consider and take guidance from the per person amounts previously provided by the federal government in response to the COVID crisis.

2.7. May funds be used to reimburse recipients for costs incurred by state and local governments in responding to the public health emergency and its negative economic impacts prior to passage of the American Rescue Plan?

Use of Fiscal Recovery Funds is generally forward looking. The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021.

2.8. May recipients use funds for general economic development or workforce development?

Generally, not. Recipients must demonstrate that funding uses directly address a negative economic impact of the COVID-19 public health emergency, including funds used for economic or workforce development. For example, job training for unemployed workers may be used to address negative economic impacts of the public health emergency and be eligible.

2.9. How can recipients use funds to assist the travel, tourism, and hospitality industries?

Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel and hospitality industries and to districts that were closed during the COVID-19 public health emergency, as well as aid a planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic.

Tribal development districts are considered the commercial centers for tribal hospitality, gaming, tourism and entertainment industries.

2.10. May recipients use funds to assist impacted industries other than travel, tourism, and hospitality?

Yes, provided that recipients consider the extent of the impact in such industries as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, nationwide the leisure and hospitality industry has experienced an approximately 17 percent decline in employment and 24 percent decline in revenue, on net, due to the COVID-19 public health emergency. Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

Recipients should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

2.11. How does the Interim Final Rule help address the disparate impact of COVID-19 on certain populations and geographies?

In recognition of the disproportionate impacts of the COVID-19 virus on health and economic outcomes in low-income and Native American communities, the Interim Final Rule identifies a broader range of services and programs that are considered to be in response to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families living in QCTs, or when these services are provided by Tribal governments.

Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination for how the pandemic disproportionately impacted the populations, households, or geographic areas to be served.

Eligible services include:

- Addressing health disparities and the social determinants of health, including: community health workers, public benefits navigators, remediation of lead paint or other lead hazards, and community violence intervention programs;
- Building stronger neighborhoods and communities, including: supportive housing and other services for individuals experiencing homelessness, development of affordable housing, and housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity;
- Addressing educational disparities exacerbated by COVID-19, including: early learning services, increasing resources for high-poverty school districts, educational services like tutoring or afterschool programs, and supports for students' social, emotional, and mental health needs; and
- Promoting healthy childhood environments, including: child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth.

2.12. May recipients use funds to pay for vaccine incentive programs (e.g., cash or in-kind transfers, lottery programs, or other incentives for individuals who get vaccinated)?

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 vaccination programs. See forthcoming 31 CFR 35.6(b)(1)(i). Programs that provide incentives reasonably expected to increase the number of people who choose to get vaccinated, or that motivate people to get vaccinated sooner than they otherwise would have, are an allowable use of funds so long as such costs are reasonably proportional to the expected public health benefit.

2.13. May recipients use funds to pay "back to work incentives" (e.g., cash payments for newly employed workers after a certain period of time on the job)? [5/27]

Yes. Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to unemployed workers. See forthcoming 31 CFR 35.6(b)(4). This assistance can include job training or other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a jobsite or interview, and incentives for newly employed workers.

2.14. The Coronavirus Relief Fund (CRF) included as an eligible use: "Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What has changed in CSFRF/CLFRF, and what type of documentation is required under CSFRF/CLFRF? [5/27]

Many of the expenses authorized under the Coronavirus Relief Fund are also eligible uses under the CSFRF/CLFRF. However, in the case of payroll expenses for public safety, public health, health care, human services, and similar employees (hereafter, public health and safety staff), the CSFRF/CLFRF does differ from the CRF. This change reflects the differences between the ARPA and CARES Act and recognizes that the response to the COVID-19 public health emergency has changed and will continue to change over time. In particular, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, including first responders, to the extent that the employee's time that is dedicated to responding to the COVID-19 public health emergency.

For administrative convenience, the recipient may consider a public health and safety employee to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated (e.g., more than half of the employee's time is dedicated) to responding to the COVID-19 public health emergency.

Recipients may use presumptions for assessing whether an employee, division, or operating unit is primarily dedicated to COVID-19 response. The recipient should maintain records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on the COVID-19 response. Recipients need not routinely track staff hours. Recipients should periodically reassess their determinations.

2.15. What staff are included in “public safety, public health, health care, human services, and similar employees”? Would this include, for example, 911 operators, morgue staff, medical examiner staff, or EMS staff? [5/27]

As discussed in the Interim Final Rule, funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency.

Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians, medical examiner or morgue staff) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel. Human services staff include employees providing or administering social services; public benefits; child welfare services; and child, elder, or family care, as well as others.

2.16. May recipients use funds to establish a public jobs program? [6/8]

Yes. The Interim Final Rule permits a broad range of services to unemployed or underemployed workers and other individuals that suffered negative economic impacts from the pandemic. That can include public jobs programs, subsidized employment, combined education and on-the-job training programs, or job training to accelerate rehiring or address negative economic or public health impacts experienced due to a worker's occupation or level of training. The broad range of permitted services can also include other employment supports, such as childcare assistance or assistance with transportation to and from a jobsite or interview.

The Interim Final Rule includes as an eligible use re-hiring public sector staff up to the government's level of pre-pandemic employment. "Public sector staff" would not include individuals participating in a job training or subsidized employment program administered by the recipient.

2.17. The Interim Final Rule states that "assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category." Are recipients required to demonstrate that each individual or business experienced a negative economic impact for that individual or business to receive assistance? [6/23]

Not necessarily. The Interim Final Rule allows recipients to demonstrate a negative economic impact on a population or group and to provide assistance to households or businesses that fall within that population or group. In such cases, the recipient need only demonstrate that the household or business is within the population or group that experienced a negative economic impact.

For assistance to households, the Interim Final Rule states, "In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative economic impacts resulting from the pandemic." This would allow, for example, an internet access assistance program for all low- or moderate-income households, but would not require the recipient to demonstrate or document that each individual low- or -moderate income household experienced a negative economic impact from the COVID-19 public health emergency apart from being low- or -moderate income.

For assistance to small businesses, the Interim Final Rule states that assistance may be provided to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, to respond to the negative economic impacts of the COVID-19 public health emergency. In providing assistance to small businesses, recipients must design a program that responds to the negative economic impacts of the COVID-19 public health emergency, including by identifying how the program addresses the identified need or impact faced by small businesses. This can include assistance to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency.

As part of program design and to ensure that the program responds to the identified need, recipients may consider additional criteria to target assistance to businesses in need, including to small businesses. Assistance may be targeted to businesses facing financial insecurity, with substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or facing other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. For example, a recipient could find based on local data or research that the smallest businesses faced sharply increased risk of bankruptcy and develop a program to respond; such a program would only need to document a population or group-level negative economic impact, and eligibility criteria to limit access to the program to that population or group (in this case, the smallest businesses).

In addition, recognizing the disproportionate impact of the pandemic on disadvantaged communities, the Interim Final Rule also identifies a set of services that are presumptively eligible when provided in a Qualified Census Tract (QCT); to families and individuals living in QCTs; to other populations, households, or geographic areas identified by the recipient as disproportionately impacted by the pandemic; or when these services are provided by Tribal governments. For more information on the set of presumptively eligible services, see the Interim Final Rule section on *Building Stronger Communities through Investments in Housing and Neighborhoods* and FAQ 2.11.

2.18. Would investments in improving outdoor spaces (e.g. parks) be an eligible use of funds as a response to the public health emergency and/or its negative economic impacts? [6/23]

There are multiple ways that investments in improving outdoor spaces could qualify as eligible uses; several are highlighted below, though there may be other ways that a specific investment in outdoor spaces would meet eligible use criteria.

First, in recognition of the disproportionate negative economic impacts on certain communities and populations, the Interim Final Rule identifies certain types of services that are eligible uses when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, or when these services are provided by Tribal governments. Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic.

These programs and services include services designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health. The Interim Final Rule provides a non-exhaustive list of eligible services to respond to the needs of communities disproportionately impacted by the pandemic, and recipients may identify other uses of funds that do so, consistent with the Rule's framework. For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by

promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.

Second, recipients may provide assistance to small businesses in all communities. Assistance to small businesses could include support to enhance outdoor spaces for COVID-19 mitigation (e.g., restaurant patios) or to improve the built environment of the neighborhood (e.g., façade improvements).

Third, many governments saw significantly increased use of parks during the pandemic that resulted in damage or increased maintenance needs. The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services” can constitute a negative economic impact of the pandemic.

2.19. Would expenses to address a COVID-related backlog in court cases be an eligible use of funds as a response to the public health emergency? [6/23]

The Interim Final Rule recognizes that “decrease[s to] a state or local government’s ability to effectively administer services,” such as cuts to public sector staffing levels, can constitute a negative economic impact of the pandemic. During the COVID-19 public health emergency, many courts were unable to operate safely during the pandemic and, as a result, now face significant backlogs. Court backlogs resulting from inability of courts to safely operate during the COVID-19 pandemic decreased the government’s ability to administer services. Therefore, steps to reduce these backlogs, such as implementing COVID-19 safety measures to facilitate court operations, hiring additional court staff or attorneys to increase speed of case resolution, and other expenses to expedite case resolution are eligible uses.

2.20. Can funds be used to assist small business startups as a response to the negative economic impact of COVID-19? [6/23]

As discussed in the Interim Final Rule, recipients may provide assistance to small businesses that responds to the negative economic impacts of COVID-19. The Interim Final Rule provides a non-exclusive list of potential assistance mechanisms, as well as considerations for ensuring that such assistance is responsive to the negative economic impacts of COVID-19.

Treasury acknowledges a range of potential circumstances in which assisting small business startups could be responsive to the negative economic impacts of COVID-19, including for small businesses and individuals seeking to start small businesses after the start of the COVID-19 public health emergency. For example:

- A recipient could assist small business startups with additional costs associated with COVID-19 mitigation tactics (e.g., barriers or partitions; enhanced cleaning; or physical plant changes to enable greater use of outdoor space).
- A recipient could identify and respond to a negative economic impact of COVID-19 on new small business startups; for example, if it could be shown that small

business startups in a locality were facing greater difficulty accessing credit than prior to the pandemic, faced increased costs to starting the business due to the pandemic, or that the small business had lost expected startup capital due to the pandemic.

- The Interim Final Rule also discusses eligible uses that provide support for individuals who have experienced a negative economic impact from the COVID-19 public health emergency, including uses that provide job training for unemployed individuals. These initiatives also may support small business startups and individuals seeking to start small businesses.

3. Eligible Uses – Revenue Loss

3.1. How is revenue defined for the purpose of this provision? [appendix added 6/23]

The Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

General Revenue includes revenue from taxes, current charges, and miscellaneous general revenue. It excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts. General revenue also includes intergovernmental transfers between state and local governments, but excludes intergovernmental transfers from the Federal government, including Federal transfers made via a state to a locality pursuant to the CRF or the Fiscal Recovery Funds.

Tribal governments may include all revenue from Tribal enterprises and gaming operations in the definition of General Revenue.

Please see the appendix for a diagram of the Interim Final Rule’s definition of General Revenue within the Census Bureau’s revenue classification structure.

3.2. Will revenue be calculated on an entity-wide basis or on a source-by-source basis (e.g. property tax, income tax, sales tax, etc.)?

Recipients should calculate revenue on an entity-wide basis. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the net impact of the COVID-19 public health emergency on a recipient’s revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.

3.3. Does the definition of revenue include outside concessions that contract with a state or local government?

Recipients should classify revenue sources as they would if responding to the U.S. Census Bureau's Annual Survey of State and Local Government Finances. According to the Census Bureau's Government Finance and Employment Classification manual, the following is an example of current charges that would be included in a state or local government's general revenue from own sources: "Gross revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities."

3.4. What is the time period for estimating revenue loss? Will revenue losses experienced prior to the passage of the Act be considered?

Recipients are permitted to calculate the extent of reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. This approach recognizes that some recipients may experience lagged effects of the pandemic on revenues.

Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

3.5. What is the formula for calculating the reduction in revenue?

A reduction in a recipient's General Revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n}{12}\right)}] - \text{Actual General Revenue}_t ; 0 \}$$

Where:

Base Year Revenue is General Revenue collected in the most recent full fiscal year prior to the COVID-19 public health emergency.

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient's actual general revenue collected during 12-month period ending on each calculation date.

Subscript *t* denotes the calculation date.

3.6. Are recipients expected to demonstrate that reduction in revenue is due to the COVID-19 public health emergency?

In the Interim Final Rule, any diminution in actual revenue calculated using the formula above would be presumed to have been “due to” the COVID-19 public health emergency. This presumption is made for administrative ease and in recognition of the broad-based economic damage that the pandemic has wrought.

3.7. May recipients use pre-pandemic projections as a basis to estimate the reduction in revenue?

No. Treasury is disallowing the use of projections to ensure consistency and comparability across recipients and to streamline verification. However, in estimating the revenue shortfall using the formula above, recipients may incorporate their average annual revenue growth rate in the three full fiscal years prior to the public health emergency.

3.8. Once a recipient has identified a reduction in revenue, are there any restrictions on how recipients use funds up to the amount of the reduction?

The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. Government services can include, but are not limited to, maintenance of infrastructure or pay-go spending for building new infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services.

However, paying interest or principal on outstanding debt, replenishing rainy day or other reserve funds, or paying settlements or judgments would not be considered provision of a government service, since these uses of funds do not entail direct provision of services to citizens. This restriction on paying interest or principal on any outstanding debt instrument, includes, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt. In addition, the overarching restrictions on all program funds (e.g., restriction on pension deposits, restriction on using funds for non-federal match where barred by regulation or statute) would apply.

3.9. How do I know if a certain type of revenue should be counted for the purpose of computing revenue loss? [5/27]

As discussed in FAQ #3.1, the Interim Final Rule adopts a definition of “General Revenue” that is based on, but not identical, to the Census Bureau’s concept of “General Revenue from Own Sources” in the Annual Survey of State and Local Government Finances.

Recipients should refer to the definition of “General Revenue” included in the Interim Final Rule. See forthcoming 31 CFR 35.3. If a recipient is unsure whether a particular

revenue source is included in the Interim Final Rule's definition of "General Revenue," the recipient may consider the classification and instructions used to complete the Census Bureau's Annual Survey.

For example, parking fees would be classified as a Current Charge for the purpose of the Census Bureau's Annual Survey, and the Interim Final Rule's concept of "General Revenue" includes all Current Charges. Therefore, parking fees would be included in the Interim Final Rule's concept of "General Revenue."

The Census Bureau's Government Finance and Employment Classification manual is available [here](#).

3.10. In calculating revenue loss, are recipients required to use audited financials? [6/8]

Where audited data is not available, recipients are not required to obtain audited data. Treasury expects all information submitted to be complete and accurate. See 31 CFR 35.4(c).

3.11. In calculating revenue loss, should recipients use their own data, or Census data? [6/8]

Recipients should use their own data sources to calculate general revenue, and do not need to rely on published revenue data from the Census Bureau. Treasury acknowledges that due to differences in timing, data sources, and definitions, recipients' self-reported general revenue figures may differ somewhat from those published by the Census Bureau.

3.12. Should recipients calculate revenue loss on a cash basis or an accrual basis? [6/8]

Recipients may provide data on a cash, accrual, or modified accrual basis, provided that recipients are consistent in their choice of methodology throughout the covered period and until reporting is no longer required.

3.13. In identifying intergovernmental revenue for the purpose of calculating General Revenue, should recipients exclude all federal funding, or just federal funding related to the COVID-19 response? How should local governments treat federal funds that are passed through states or other entities, or federal funds that are intermingled with other funds? [6/23]

In calculating General Revenue, recipients should exclude all intergovernmental transfers from the federal government. This includes, but is not limited to, federal transfers made via a state to a locality pursuant to the Coronavirus Relief Fund or Fiscal Recovery Funds. To the extent federal funds are passed through states or other entities or intermingled with other funds, recipients should attempt to identify and exclude the federal portion of those funds from the calculation of General Revenue on a best-efforts basis.

4. Eligible Uses – General

4.1. May recipients use funds to replenish a budget stabilization fund, rainy day fund, or similar reserve account?

No. Funds made available to respond to the public health emergency and its negative economic impacts are intended to help meet pandemic response needs and provide immediate stabilization for households and businesses. Contributions to rainy day funds and similar reserves funds would not address these needs or respond to the COVID-19 public health emergency, but would rather be savings for future spending needs.

Similarly, funds made available for the provision of governmental services (to the extent of reduction in revenue) are intended to support direct provision of services to citizens. Contributions to rainy day funds are not considered provision of government services, since such expenses do not directly relate to the provision of government services.

4.2. May recipients use funds to invest in infrastructure other than water, sewer, and broadband projects (e.g. roads, public facilities)?

Under 602(c)(1)(C) or 603(c)(1)(C), recipients may use funds for maintenance of infrastructure or pay-go spending for building of new infrastructure as part of the general provision of government services, to the extent of the estimated reduction in revenue due to the public health emergency.

Under 602(c)(1)(A) or 603(c)(1)(A), a general infrastructure project typically would not be considered a response to the public health emergency and its negative economic impacts unless the project responds to a specific pandemic-related public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact of the pandemic (e.g., affordable housing in a Qualified Census Tract).

4.3. May recipients use funds to pay interest or principal on outstanding debt?

No. Expenses related to financing, including servicing or redeeming notes, would not address the needs of pandemic response or its negative economic impacts. Such expenses would also not be considered provision of government services, as these financing expenses do not directly provide services or aid to citizens.

This applies to paying interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or paying fees or issuance costs associated with the issuance of new debt.

4.4. May recipients use funds to satisfy nonfederal matching requirements under the Stafford Act? May recipients use funds to satisfy nonfederal matching requirements generally?

Fiscal Recovery Funds are subject to pre-existing limitations in other federal statutes and regulations and may not be used as non-federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, expenses for the state share of Medicaid are not an eligible use. For information on FEMA programs, please [see here](#).

4.5. Are governments required to submit proposed expenditures to Treasury for approval? [5/27]

No. Recipients are not required to submit planned expenditures for prior approval by Treasury. Recipients are subject to the requirements and guidelines for eligible uses contained in the Interim Final Rule.

4.6. How do I know if a specific use is eligible? [5/27]

Fiscal Recovery Funds must be used in one of the four eligible use categories specified in the American Rescue Plan Act and implemented in the Interim Final Rule:

- a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To make necessary investments in water, sewer, or broadband infrastructure.

Recipients should consult Section II of the Interim Final Rule for additional information on eligible uses. For recipients evaluating potential uses under (a), the Interim Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of Fiscal Recovery Funds not explicitly listed. See Section II of the Interim Final Rule for additional discussion.

For recipients evaluating potential uses under (c), the Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. See FAQ #3.8 for additional discussion.

For recipients evaluating potential uses under (b) and (d), see Sections 5 and 6.

4.7. Do restrictions on using Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred beginning on March 3, 2021 apply to costs incurred by the

recipient (e.g., a State, local, territorial, or Tribal government) or to costs incurred by households, businesses, and individuals benefiting from assistance provided using Coronavirus State and Local Fiscal Recovery Funds? [6/8]

The Interim Final Rule permits funds to be used to cover costs incurred beginning on March 3, 2021. This limitation applies to costs incurred by the recipient (i.e., the state, local, territorial, or Tribal government receiving funds). However, recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households, businesses, and individuals within the eligible use categories described in the Interim Final Rule for economic harms experienced by those households, businesses, and individuals prior to March 3, 2021. For example,

- Public Health/Negative Economic Impacts – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to provide assistance to households – such as rent, mortgage, or utility assistance – for economic harms experienced or costs incurred by the household prior to March 3, 2021 (e.g., rental arrears from preceding months), provided that the cost of providing assistance to the household was not incurred by the recipient prior to March 3, 2021.
- Premium Pay – Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- Revenue Loss – The Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. The calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020. However, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- Investments in Water, Sewer, and Broadband – Recipients may use Coronavirus State and Local Fiscal Recovery Funds to make necessary investments in water, sewer, and broadband. See FAQ Section 6. Recipients may use Coronavirus State and Local Fiscal Recovery Funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the Coronavirus State and Local Fiscal Recovery Funds were incurred after March 3, 2021.

4.8. How can I use CSFRF/CLFRF funds to prevent and respond to crime, and support public safety in my community? [6/23]

Under Treasury's Interim Final Rule, there are many ways in which the State and Local Fiscal Recovery Funds ("Funds") under the American Rescue Plan Act can support communities working to reduce and respond to increased violence due to the pandemic. Among the eligible uses of the Funds are restoring of public sector staff to their pre-pandemic levels and responses to the public health crisis and negative economic impacts resulting from the pandemic. The Interim Final Rule provides several ways for recipients to "respond to" this pandemic-related gun violence, ranging from community violence intervention programs to mental health services to hiring of public safety personnel.

Below are some examples of how Fiscal Recovery Funds can be used to address public safety:

- In all communities, recipients may use resources to rehire police officers and other public servants to restore law enforcement and courts to their pre-pandemic levels. Additionally, Funds can be used for expenses to address COVID-related court backlogs, including hiring above pre-pandemic levels, as a response to the public health emergency. See FAQ 2.19.
- In communities where an increase in violence or increased difficulty in accessing or providing services to respond to or mitigate the effects of violence, is a result of the pandemic they may use funds to address that harm. This spending may include:
 - Hiring law enforcement officials – even above pre-pandemic levels – or paying overtime where the funds are directly focused on advancing community policing strategies in those communities experiencing an increase in gun violence associated with the pandemic
 - Community Violence Intervention (CVI) programs, including capacity building efforts at CVI programs like funding and training additional intervention workers
 - Additional enforcement efforts to reduce gun violence exacerbated by the pandemic, including prosecuting gun traffickers, dealers, and other parties contributing to the supply of crime guns, as well as collaborative federal, state, and local efforts to identify and address gun trafficking channels
 - Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic

As discussed in the Interim Final Rule, uses of CSFRF/CLFRF funds that respond to an identified harm must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.
- Recipients may also use funds up to the level of revenue loss for government services, including those outlined above.

Recognizing that the pandemic exacerbated mental health and substance use disorder needs in many communities, eligible public health services include mental health and other behavioral health services, which are a critical component of a holistic public safety approach. This could include:

- Mental health services and substance use disorder services, including for individuals experiencing trauma exacerbated by the pandemic, such as:
 - Community-based mental health and substance use disorder programs that deliver evidence-based psychotherapy, crisis support services, medications for opioid use disorder, and/or recovery support
 - School-based social-emotional support and other mental health services
- Referrals to trauma recovery services for crime victims.

Recipients also may use Funds to respond to the negative economic impacts of the public health emergency, including:

- Assistance programs to households or populations facing negative economic impacts of the public health emergency, including:
 - Assistance to support economic security, including for the victims of crime;
 - Housing assistance, including rent, utilities, and relocation assistance;
 - Assistance with food, including Summer EBT and nutrition programs; and
 - Employment or job training services to address negative economic or public health impacts experienced due to a worker's occupation or level of training.
- Assistance to unemployed workers, including:
 - Subsidized jobs, including for young people. Summer youth employment programs directly address the negative economic impacts of the pandemic on young people and their families and communities;
 - Programs that provide paid training and/or work experience targeted primarily to (1) formerly incarcerated individuals, and/or (2) communities experiencing high levels of violence exacerbated by the pandemic;
 - Programs that provide workforce readiness training, apprenticeship or pre-apprenticeship opportunities, skills development, placement services, and/or coaching and mentoring; and
 - Associated wraparound services, including for housing, health care, and food.

Recognizing the disproportionate impact of the pandemic on certain communities, a broader range of services are eligible in those communities than would otherwise be available in communities not experiencing a pandemic-related increase in crime or gun violence. These eligible uses aim to address the pandemic's exacerbation of public health and economic disparities and include services to address health and educational disparities, support neighborhoods and affordable housing, and promote healthy childhood environments. The Interim Final Rule provides a non-exhaustive list of eligible services in these categories.

These services automatically qualify as eligible uses when provided in Qualified Census Tracts (QCTs), low-income areas designated by HUD; to families in QCTs; or by Tribal

governments. Outside of these areas, recipient governments can also identify and serve households, populations, and geographic areas disproportionately impacted by the pandemic.

Services under this category could include:

- Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, childhood health and welfare, including:
 - Summer education and enrichment programs in these communities, which include many communities currently struggling with high levels of violence;
 - Programs that address learning loss and keep students productively engaged;
 - Enhanced services for foster youths and home visiting programs; and
 - Summer camps and recreation.
- Programs or services that provide or facilitate access to health and social services and address health disparities exacerbated by the pandemic. This includes Community Violence Intervention (CVI) programs, such as:
 - Evidence-based practices like focused deterrence, street outreach, violence interrupters, and hospital-based violence intervention models, complete with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance; and,
 - Capacity-building efforts at CVI programs like funding more intervention workers; increasing their pay; providing training and professional development for intervention workers; and hiring and training workers to administer the programs.

Please refer to Treasury's Interim Final Rule for additional information.

5. Eligible Uses – Premium Pay

5.1. What criteria should recipients use in identifying essential workers to receive premium pay?

Essential workers are those in critical infrastructure sectors who regularly perform in-person work, interact with others at work, or physically handle items handled by others.

Critical infrastructure sectors include healthcare, education and childcare, transportation, sanitation, grocery and food production, and public health and safety, among others, as provided in the Interim Final Rule. Governments receiving Fiscal Recovery Funds have the discretion to add additional sectors to this list, so long as the sectors are considered critical to protect the health and well-being of residents.

The Interim Final Rule emphasizes the need for recipients to prioritize premium pay for lower income workers. Premium pay that would increase a worker's total pay above 150% of the greater of the state or county average annual wage requires specific justification for how it responds to the needs of these workers.

5.2. What criteria should recipients use in identifying third-party employers to receive grants for the purpose of providing premium pay to essential workers?

Any third-party employers of essential workers are eligible. Third-party contractors who employ essential workers in eligible sectors are also eligible for grants to provide premium pay. Selection of third-party employers and contractors who receive grants is at the discretion of recipients.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided.

5.3. May recipients provide premium pay retroactively for work already performed?

Yes. Treasury encourages recipients to consider providing premium pay retroactively for work performed during the pandemic, recognizing that many essential workers have not yet received additional compensation for their service during the pandemic.

6. Eligible Uses – Water, Sewer, and Broadband Infrastructure

6.1. What types of water and sewer projects are eligible uses of funds?

The Interim Final Rule generally aligns eligible uses of the Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Under the DWSRF, categories of [eligible projects](#) include: treatment, transmission and distribution (including lead service line replacement), source rehabilitation and decontamination, storage, consolidation, and new systems development.

Under the CWSRF, categories of [eligible projects](#) include: construction of publicly-owned treatment works, nonpoint source pollution management, national estuary program projects, decentralized wastewater treatment systems, stormwater systems, water conservation, efficiency, and reuse measures, watershed pilot projects, energy efficiency measures for publicly-owned treatment works, water reuse projects, security measures at publicly-owned treatment works, and technical assistance to ensure compliance with the Clean Water Act.

As mentioned in the Interim Final Rule, eligible projects under the DWSRF and CWSRF support efforts to address climate change, as well as to meet cybersecurity needs to protect water and sewer infrastructure. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury also encourages recipients to consider projects to replace lead service lines.

6.2. May construction on eligible water, sewer, or broadband infrastructure projects continue past December 31, 2024, assuming funds have been obligated prior to that date?

Yes. Treasury is interpreting the requirement that costs be incurred by December 31, 2024 to only require that recipients have obligated the funds by such date. The period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with Fiscal Recovery Funds.

6.3. May recipients use funds as a non-federal match for the Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)?

Recipients may not use funds as a state match for the CWSRF and DWSRF due to prohibitions in utilizing federal funds as a state match in the authorizing statutes and regulations of the CWSRF and DWSRF.

6.4. Does the National Environmental Policy Act (NEPA) apply to eligible infrastructure projects?

NEPA does not apply to Treasury's administration of the Funds. Projects supported with payments from the Funds may still be subject to NEPA review if they are also funded by other federal financial assistance programs.

6.5. What types of broadband projects are eligible?

The Interim Final Rule requires eligible projects to reliably deliver minimum speeds of 100 Mbps download and 100 Mbps upload. In cases where it is impracticable due to geography, topography, or financial cost to meet those standards, projects must reliably deliver at least 100 Mbps download speed, at least 20 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

Projects must also be designed to serve unserved or underserved households and businesses, defined as those that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

6.6. For broadband investments, may recipients use funds for related programs such as cybersecurity or digital literacy training?

Yes. Recipients may use funds to provide assistance to households facing negative economic impacts due to Covid-19, including digital literacy training and other programs that promote access to the Internet. Recipients may also use funds for modernization of cybersecurity, including hardware, software, and protection of critical infrastructure, as part of provision of government services up to the amount of revenue lost due to the public health emergency.

6.7. How do I know if a water, sewer, or broadband project is an eligible use of funds? Do I need pre-approval? [6/8]

Recipients do not need approval from Treasury to determine whether an investment in a water, sewer, or broadband project is eligible under CSFRF/CLFRF. Each recipient should review the Interim Final Rule (IFR), along with the preamble to the Interim Final Rule, in order to make its own assessment of whether its intended project meets the eligibility criteria in the IFR. A recipient that makes its own determination that a project meets the eligibility criteria as outlined in the IFR may pursue the project as a CSFRF/CLFRF project without pre-approval from Treasury. Local government recipients similarly do not need state approval to determine that a project is eligible under CSFRF/CLFRF. However, recipients should be cognizant of other federal or state laws or regulations that may apply to construction projects independent of CSFRF/CLFRF funding conditions and that may require pre-approval.

For water and sewer projects, the IFR refers to the EPA Drinking Water and Clean Water State Revolving Funds (SRFs) for the categories of projects and activities that are eligible for funding. Recipients should look at the relevant federal statutes, regulations, and guidance issued by the EPA to determine whether a water or sewer project is eligible. Of note, the IFR does not incorporate any other requirements contained in the federal statutes governing the SRFs or any conditions or requirements that individual states may place on their use of SRFs.

6.8. For broadband infrastructure investments, what does the requirement that infrastructure “be designed to” provide service to unserved or underserved households and businesses mean? [6/17]

Designing infrastructure investments to provide service to unserved or underserved households or businesses means prioritizing deployment of infrastructure that will bring service to households or businesses that are not currently serviced by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed. To meet this requirement, states and localities should use funds to deploy broadband infrastructure projects whose objective is to provide service to unserved or underserved households or businesses. These unserved or underserved households or businesses do not need to be the only ones in the service area funded by the project.

6.9. For broadband infrastructure to provide service to “unserved or underserved households or businesses,” must every house or business in the service area be unserved or underserved? [6/17]

No. It suffices that an objective of the project is to provide service to unserved or underserved households or businesses. Doing so may involve a holistic approach that provides service to a wider area in order, for example, to make the ongoing service of unserved or underserved households or businesses within the service area economical. Unserved or underserved households or businesses need not be the *only* households or businesses in the service area receiving funds.

6.10. May recipients use payments from the Funds for “middle mile” broadband projects? [6/17]

Yes. Under the Interim Final Rule, recipients may use payments from the Funds for “middle-mile projects,” but Treasury encourages recipients to focus on projects that will achieve last-mile connections—whether by focusing on funding last-mile projects or by ensuring that funded middle-mile projects have potential or partnered last-mile networks that could or would leverage the middle-mile network.

6.11. For broadband infrastructure investments, what does the requirement to “reliably” meet or exceed a broadband speed threshold mean? [6/17]

In the Interim Final Rule, the term “reliably” is used in two places: to identify areas that are eligible to be the subject of broadband infrastructure investments and to identify expectations for acceptable service levels for broadband investments funded by the Coronavirus State and Local Fiscal Recovery Funds. In particular:

- The IFR defines “unserved or underserved households or businesses” to mean one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speeds and 3 Mbps of upload speeds.
- The IFR provides that a recipient may use Coronavirus State and Local Fiscal Recovery Funds to make investments in broadband infrastructure that are designed to provide service to unserved or underserved households or businesses and that are designed to, upon completion: (i) reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or (ii) in limited cases, reliably meet or exceed 100 Mbps download speed and between 20 Mbps and 100 Mbps upload speed and be scalable to a minimum of 100 Mbps download and upload speeds.

The use of “reliably” in the IFR provides recipients with significant discretion to assess whether the households and businesses in the area to be served by a project have access to wireline broadband service that can actually and consistently meet the specified thresholds of at least 25Mbps/3Mbps—i.e., to consider the actual experience of current wireline broadband customers that subscribe to services at or above the 25 Mbps/3 Mbps threshold. Whether there is a provider serving the area that advertises or otherwise claims to offer speeds that meet the 25 Mbps download and 3 Mbps upload speed thresholds is not dispositive.

When making these assessments, recipients may choose to consider any available data, including but not limited to documentation of existing service performance, federal and/or state-collected broadband data, user speed test results, interviews with residents and business owners, and any other information they deem relevant. In evaluating such data, recipients may take into account a variety of factors, including whether users

actually receive service at or above the speed thresholds at all hours of the day, whether factors other than speed such as latency or jitter, or deterioration of the existing connections make the user experience unreliable, and whether the existing service is being delivered by legacy technologies, such as copper telephone lines (typically using Digital Subscriber Line technology) or early versions of cable system technology (DOCSIS 2.0 or earlier).

The IFR also provides recipients with significant discretion as to how they will assess whether the project itself has been designed to provide households and businesses with broadband services that meet, or even exceed, the speed thresholds provided in the rule.

6.12. May recipients use Funds for pre-project development for eligible water, sewer, and broadband projects? [6/23]

Yes. To determine whether Funds can be used on pre-project development for an eligible water or sewer project, recipients should consult whether the pre-project development use or cost is eligible under the Drinking Water and Clean Water State Revolving Funds (CWSRF and DWSRF, respectively). Generally, the CWSRF and DWSRF often allow for pre-project development costs that are tied to an eligible project, as well as those that are reasonably expected to lead to a project. For example, the DWSRF allows for planning and evaluations uses, as well as numerous pre-project development costs, including costs associated with obtaining project authorization, planning and design, and project start-up like training and warranty for equipment. Likewise, the CWSRF allows for broad pre-project development, including planning and assessment activities, such as cost and effectiveness analyses, water/energy audits and conservation plans, and capital improvement plans.

Similarly, pre-project development uses and costs for broadband projects should be tied to an eligible broadband project or reasonably expected to lead to such a project. For example, pre-project costs associated with planning and engineering for an eligible broadband infrastructure build-out is considered an eligible use of funds, as well as technical assistance and evaluations that would reasonably be expected to lead to commencement of an eligible project (e.g., broadband mapping for the purposes of finding an eligible area for investment).

All funds must be obligated within the statutory period between March 3, 2021 and December 31, 2024, and expended to cover such obligations by December 31, 2026.

7. Non-Entitlement Units (NEUs)

Answers to frequently asked questions on distribution of funds to NEUs can be found in this [FAQ supplement](#), which is regularly updated.

8. Ineligible Uses

8.1. What is meant by a pension “deposit”? Can governments use funds for routine pension contributions for employees whose payroll and covered benefits are eligible expenses?

Treasury interprets “deposit” in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both: (1) the payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and (2) the payment occurs outside the recipient’s regular timing for making such payments.

Under this interpretation, a “deposit” is distinct from a “payroll contribution,” which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a pre-determined percentage of employees’ wages and salaries. In general, if an employee’s wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee’s covered benefits as an eligible use of Fiscal Recovery Funds.

8.2. May recipients use Fiscal Recovery Funds to fund Other Post-Employment Benefits (OPEB)? [6/8]

OPEB refers to benefits other than pensions (see, e.g., [Governmental Accounting Standards Board, “Other Post-Employment Benefits”](#)). Treasury has determined that Sections 602(c)(2)(B) and 603(c)(2), which refer only to pensions, do not prohibit CSFRF/CLFRF recipients from funding OPEB. Recipients of either the CSFRF/CLFRF may use funds for eligible uses, and a recipient seeking to use CSFRF/CLFRF funds for OPEB contributions would need to justify those contributions under one of the four eligible use categories.

9. Reporting

On June 17, 2021, Treasury released [Guidance on Recipient Compliance and Reporting Responsibilities for the Coronavirus State and Local Fiscal Recovery Funds](#). Recipients should consult this guidance for additional detail and clarification on recipients’ compliance and reporting responsibilities. A users’ guide will be provided with additional information on how and where to submit required reports.

9.1. What records must be kept by governments receiving funds?

Financial records and supporting documents related to the award must be retained for a period of five years after all funds have been expended or returned to Treasury, whichever is later. This includes those which demonstrate the award funds were used for eligible purposes in accordance with the ARPA, Treasury’s regulations implementing those sections, and Treasury’s guidance on eligible uses of funds.

9.2. What reporting will be required, and when will the first report be due?

Recipients will be required to submit an interim report, quarterly project and expenditure reports, and annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

Interim reports: States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report. The interim report will include a recipient's expenditures by category at the summary level and for states, information related to distributions to non-entitlement units of local government must also be included in the interim report. The interim report will cover activity from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Non-entitlement units of local government are not required to submit an interim report.

Quarterly Project and Expenditure reports: State (defined to include the District of Columbia), territorial, metropolitan city, county, and Tribal governments will be required to submit quarterly project and expenditure reports. This report will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of award funds. Reports will be required quarterly with the exception of non-entitlement units, which will report annually. An interim report is due on August 31, 2021. The reports will include the same general data as those submitted by recipients of the Coronavirus Relief Fund, with some modifications to expenditure categories and the addition of data elements related to specific eligible uses. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Non-entitlement units of local government will be required to submit the project and expenditure report annually. The initial annual Project and Expenditure report for non-entitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

Recovery Plan Performance Reports: States (defined to include the District of Columbia), territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance Report to Treasury. This report will include descriptions of the projects funded and information on the performance indicators and objectives of each award, helping local residents understand how their governments are using the substantial resources provided by Coronavirus State and Local Fiscal Recovery Funds program. The initial Recovery Plan Performance Report will cover activity from date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, the Recovery Plan Performance

Reports will cover a 12-month period and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance Report will cover the period from July 1, 2021 to June 30, 2022 and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance Report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and non-entitlement units of local government are not required to develop a Recovery Plan Performance Report.

Please see the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

9.3. What provisions of the Uniform Guidance for grants apply to these funds? Will the Single Audit requirements apply?

Most of the provisions of the Uniform Guidance (2 CFR Part 200) apply to this program, including the Cost Principles and Single Audit Act requirements. Recipients should refer to the Assistance Listing for detail on the specific provisions of the Uniform Guidance that do not apply to this program. The Assistance Listing will be available on [beta.SAM.gov](#).

9.4. Once a recipient has identified a reduction in revenue, how will Treasury track use of funds for the provision of government services? [6/8]

The ARPA establishes four categories of eligible uses and further restrictions on the use of funds to ensure that Fiscal Recovery Funds are used within the four eligible use categories. The Interim Final Rule implements these restrictions, including the scope of the eligible use categories and further restrictions on tax cuts and deposits into pensions. Reporting requirements will align with this structure.

Consistent with the broad latitude provided to recipients to use funds for government services to the extent of the reduction in revenue, recipients will be required to submit a description of services provided. As discussed in IFR, these services can include a broad range of services but may not be used directly for pension deposits, contributions to reserve funds, or debt service. Recipients may use sources of funding other than Fiscal Recovery Funds to make deposits to pension funds, contribute to reserve funds, and pay debt service, including during the period of performance for the Fiscal Recovery Fund award.

For recipients using Fiscal Recovery Funds to provide government services to the extent of reduction in revenue, the description of government services reported to Treasury may be narrative or in another form, and recipients are encouraged to report based on their existing budget processes and to minimize administrative burden. For example, a recipient with \$100 in revenue replacement funds available could indicate that \$50 were used for personnel costs and \$50 were used for pay-go building of sidewalk infrastructure.

In addition to describing the government services provided to the extent of reduction in revenue, all recipients will also be required to indicate that Fiscal Recovery Funds are not used directly to make a deposit in a pension fund. Further, recipients subject to the tax offset provision will be required to provide information necessary to implement the Interim Final Rule, as described in the Interim Final Rule. Treasury does not anticipate requiring other types of reporting or recordkeeping on spending in pensions, debt service, or contributions to reserve funds.

These requirements are further detailed in the guidance on reporting requirements for the Fiscal Recovery Funds available [here](#).

9.5. What is the Assistance Listing and Catalog of Federal Domestic Assistance (CFDA) number for the program? [6/8]

The [Assistance Listing](#) for the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) was published May 28, 2021 on SAM.gov. This includes the final CFDA Number for the program, 21.027.

The assistance listing includes helpful information including program purpose, statutory authority, eligibility requirements, and compliance requirements for recipients. The CFDA number is the unique 5-digit code for each type of federal assistance, and can be used to search for program information, including funding opportunities, spending on [usaspending.gov](#), or audit results through the Federal Audit Clearinghouse.

To expedite payments and meet statutory timelines, Treasury issued initial payments under an existing CFDA number. If you have already received funds or captured the initial CFDA number in your records, please update your systems and reporting to reflect the final CFDA number 21.027. **Recipients must use the final CFDA number for all financial accounting, audits, subawards, and associated program reporting requirements.**

To ensure public trust, Treasury expects all recipients to serve as strong stewards of these funds. This includes ensuring funds are used for intended purposes and recipients have in place effective financial management, internal controls, and reporting for transparency and accountability.

Please see [Treasury's Interim Final Rule](#) and the [Guidance on Recipient Compliance and Reporting Responsibilities](#) for more information.

10. Miscellaneous

10.1. May governments retain assets purchased with Fiscal Recovery Funds? If so, what rules apply to the proceeds of disposition or sale of such assets?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of payments.

10.2. Can recipients use funds for administrative purposes?

Recipients may use funds to cover the portion of payroll and benefits of employees corresponding to time spent on administrative work necessary due to the COVID-19 public health emergency and its negative economic impacts. This includes, but is not limited to, costs related to disbursing payments of Fiscal Recovery Funds and managing new grant programs established using Fiscal Recovery Funds.

10.3. Are recipients required to remit interest earned on CSFRF/CLFRF payments made by Treasury? [5/27]

No. CSFRF/CLFRF payments made by Treasury to states, territories, and the District of Columbia are not subject to the requirement of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 to remit interest to Treasury. CSFRF/CLFRF payments made by Treasury to local governments and Tribes are not subject to the requirement of 2 CFR 200.305(b)(8)–(9) to maintain balances in an interest-bearing account and remit payments to Treasury.

10.4. Is there a deadline to apply for funds? [5/27]

The Interim Final Rule requires that costs be incurred by December 31, 2024. Direct recipients are encouraged to apply as soon as possible. For direct recipients other than Tribal governments, there is not a specific application deadline.

Tribal governments do have deadlines to complete the application process and should visit www.treasury.gov/SLFRPTribal for guidance on applicable deadlines.

Non-entitlement units of local government should contact their state government for information on applicable deadlines.

10.5. May recipients use funds to cover the costs of consultants to assist with managing and administering the funds? [6/8]

Yes. Recipients may use funds for administering the CSFRF/CLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements.

11. Operations

11.1. How do I know if my entity is eligible?

The Coronavirus State and Local Fiscal Recovery Funds American Rescue Plan Act of 2021 set forth the jurisdictions eligible to receive funds under the program, which are:

- States and the District of Columbia
- Territories
- Tribal governments
- Counties
- Metropolitan cities (typically, but not always, those with populations over 50,000)
- Non-entitlement units of local government, or smaller local governments (typically, but not always, those with populations under 50,000)

11.2. How does an eligible entity request payment?

Eligible entities (other than non-entitlement units) must submit their information to the [Treasury Submission Portal](#). Please visit the [Coronavirus State and Local Fiscal Recovery Fund website](#) for more information on the submission process.

11.3. I cannot log into the Treasury Submission Portal or am having trouble navigating it. Who can help me?

If you have questions about the Treasury Submission Portal or for technical support, please email covidreliefitsupport@treasury.gov.

11.4. What do I need to do to receive my payment?

All eligible payees are required to have a DUNS Number previously issued by Dun & Bradstreet (<https://www.dnb.com/>).

All eligible payees are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

And eligible payees must have a bank account enabled for Automated Clearing House (ACH) direct deposit. Payees with a Wire account are encouraged to provide that information as well.

More information on these and all program pre-submission requirements can be found on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

11.5. Why is Treasury employing id.me for the Treasury Submission Portal?

ID.me is a trusted technology partner to multiple government agencies and healthcare providers. It provides secure digital identity verification to those government agencies and healthcare providers to make sure you're you – and not someone pretending to be you – when you request access to online services. All personally identifiable information provided to ID.me is encrypted and disclosed only with the express consent of the user. Please refer to ID.me Contact Support for assistance with your ID.me account. Their support website is <https://help.id.me>.

11.6. Why is an entity not on the list of eligible entities in Treasury Submission Portal?

The ARPA statute lays out which governments are eligible for payments. The list of entities within the Treasury Submission Portal includes entities eligible to receive a direct payment of funds from Treasury, which include states (defined to include the District of Columbia), territories, Tribal governments, counties, and metropolitan cities.

Eligible non-entitlement units of local government will receive a distribution of funds from their respective state government and should not submit information to the Treasury Submission Portal.

If you believe an entity has been mistakenly left off the eligible entity list, please email SLFRP@treasury.gov.

11.7. What is an Authorized Representative?

An Authorized Representative is an individual with legal authority to bind the government entity (e.g., the Chief Executive Officer of the government entity). An Authorized Representative must sign the Acceptance of Award terms for it to be valid.

11.8. How does a Tribal government determine their allocation?

Tribal governments will receive information about their allocation when the submission to the Treasury Submission Portal is confirmed to be complete and accurate.

11.9. How do I know the status of my request for funds (submission)?

Entities can check the status of their submission at any time by logging into [Treasury Submission Portal](#).

11.10. My Treasury Submission Portal submission requires additional information/correction. What is the process for that?

If your Authorized Representative has not yet signed the award terms, you can edit your submission with in the into [Treasury Submission Portal](#). If your Authorized Representative has signed the award terms, please email SLFRP@treasury.gov to request assistance with updating your information.

11.11. My request for funds was denied. How do I find out why it was denied or appeal the decision?

Please check to ensure that no one else from your entity has applied, causing a duplicate submission. Please also review the list of all eligible entities on the [Coronavirus State and Local Fiscal Recovery Fund website](#).

If you still have questions regarding your submission, please email SLFRP@treasury.gov.

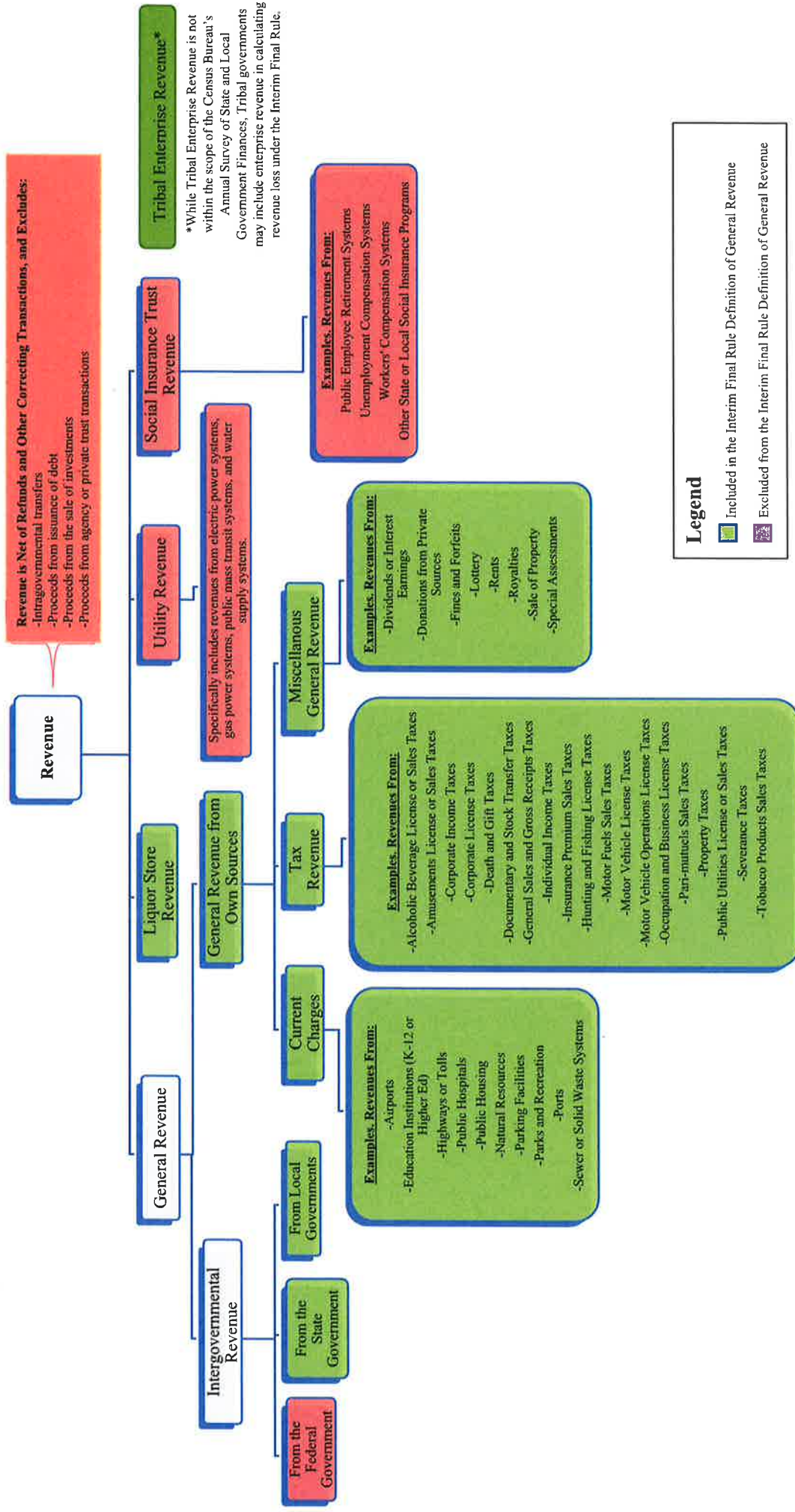
11.12. When will entities get their money?

Before Treasury is able to execute a payment, a representative of an eligible government must submit the government's information for verification through the [Treasury Submission Portal](#). The verification process takes approximately four business days. If any errors are identified, the designated point of contact for the government will be contacted via email to correct the information before the payment can proceed. Once verification is complete, the designated point of contact of the eligible government will receive an email notifying them that their submission has been verified. Payments are generally scheduled for the next business day after this verification email, though funds may not be available immediately due to processing time of their financial institution.

11.13. How does a local government entity provide Treasury with a notice of transfer of funds to its State?

For more information on how to provide Treasury with notice of transfer to a state, please email SLRedirectFunds@treasury.gov.

Appendix: Interim Final Rule Definition of General Revenue Within the Census Bureau Classification Structure of Revenue



Source: U.S. Bureau of the Census Government Finance and Employment Classification Manual, 2006; Annual Survey of State and Local Government Finances