



CITY OF NORTH POLE
Regular Meeting
September 19, 2022
Via Zoom
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, September 19, 2022
Workshop with AIDEA: 5:30 PM
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Melissa Dionne
907-488-8583

COUNCIL MEMBERS

Santa Claus – Mayor Pro Tem	907-388-3836
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Aino Welch – Alt. Deputy Mayor Pro Tem	907-488-5834
David Skipps	907-750-5106
Jeffrey Jacobson	907-460-7733
Anton Keller	907-987-2548

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda (Pgs. 1-2)
5. Approval of the Minutes from 9/6/2022 and 9/12/2022 (Pgs. 3-11)
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Communications from Department Heads, Borough Representative, HR and the City Clerk
9. Ongoing Projects Report
10. Citizens Comments (Limited to five (5) minutes per Citizen)
11. Old Business

- a. Mutual Development Agreement Between AIDEA and the City of North Pole for the Howard Property (Pgs. 12-16)
- b. Ordinance 22-19, An Ordinance of the City of North Pole, to Amend the 2022 General Fund Budget to Purchase Parcel Number Three Howard Property (Pgs. 17-18)

New Business:

- a. Ordinance 22-20, An Ordinance of the City of North Pole Amending the Leave Policy for the City of North Pole Employees (Pgs. 19-22)
- b. Ordinance 22-21, An Ordinance of the City of North Pole Amending the 2022 Budget (Pgs. 23-24)
- c. NPPD Acceptance of NRA Grant Funds of \$10,000 (Pgs. 25-27)
- d. Acceptance of FNSB Beautification Grant of \$19,000 (Pgs. 28-45)
- e. Acceptance of 2022 Emergency Management Performance Grant of \$18,750 (Pgs. 46-56)
- f. Reallocation Proposal NPCCC (Pgs. 57-77)

12. Council Comments

13. Adjournment

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 907-488-8583 or by sending an email to MDionne@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 907-488-8583 or email MDionne@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.

All NPCC meetings are held virtually. We are live streaming to the City of North Poles' YouTube channel, and the recording will be available the next day on the City of North Poles' Facebook page.

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



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

A regular meeting of the North Pole City Council was held on Tuesday, September 6, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Tuesday, September 6, 2022, to order at 7:00 p.m.

Present:

Santa Claus - Mayor Pro Tem
DeJohn Cromer - Deputy Mayor Pro Tem
Aino Welch – Alternate Deputy Mayor Pro Tem
Jeffrey Jacobson

Absent/Excused:

Michael Welch – Mayor
Anton Keller

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Jeffrey Jacobson

INVOCATION

Given by Aino Welch

APPROVAL OF AGENDA

Mr. Jacobson *moved to* approve the agenda of September 6, 2022

Seconded *by* Ms. Welch

Ms. Welch *moved to* amend the agenda of September 6, 2022, to consent the following items:

Old Business

- a. Ordinance 22-18, An Ordinance of the City of North Pole to Amend the Police Department 2022 Budget

New Business:

- a. A Resolution of the City of North Pole, Alaska, Accepting Responsibility for Lot B-2 Eagle Estates (Eagle Estates 4th Addition – Golden Eagle Court)

Seconded *by* Mr. Skipps

On the amendments

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps

No: 0

Absent: 2 - Mayor Welch, Keller

On the agenda as amended

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps

No: 0

Absent: 2 - Mayor Welch, Keller

APPROVAL OF MINUTES

Ms. Welch *moved* to approve the minutes from the 8/15/22 meeting

Seconded by Mr. Cromer

DISCUSSION

None

PASSED

Yes: 4 – A. Welch, Claus, Jacobson, Skipps, Cromer

No: 0

Absent: 2 - Mayor Welch, Keller

COMMUNICATIONS FROM THE MAYOR

- The Mayor was absent from the meeting tonight attending a conference in Anchorage.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Lt. Oral boards occurred. Two great candidates we will wrap up written testing on the 12th.
- Provided a traffic enforcement plan to the council.
- Stats for July and August. Slight increase in activity no other major concerns.
- One car is completed and being prepped for shipping. Second car is waiting on parts.
- ALICE training for school district is happening on the 13th by NPPD.
- Lt. Lindhag's official retirement date is the 19th we wish him the best in his next adventure.
- Connex moved. Trailers to be moved this week. Thank you to Cody and PW and Danny for help.

Mr. Jacobson asked Chief about the department looking into the speed limit on St. Nicholas and Santa Claus drive

and asked if he thought there were any other areas in the City that need to be talked about as well. He also inquired about the location of the stop sign in relation to the railroad tracks on 8th Ave where DOT was just working on the road.

- Chief Dutra said that they always get calls about people speeding, but that it isn't anything outside of the normal. He also said that he does not understand why the stop sign was moved at the tracks.

Ms. Welch asked how many candidates put in for the Lieutenant position. She also thanked the police department for looking after the St. Nicholas traffic issue. Since she lives off the street she is on is everyday and said that she sees a lot of speeders.

- Chief Heineken said that they had 2 strong candidates, one internal and one external.

Fire Department, AC Chambers

- Chief Heineken was out tonight, Assist Chief Chambers was with us in his absence.
- He first wanted to give a shout out to Cody Lougee and the PW staff for the new sign that they installed at the Fire Department.
- They are participating in the Firefighting 1 class jointly with the NorthStar fire department and CTC at UAF, 4 of the students in the class are with the NPF.
- They have had 3 new volunteers in the last month come onboard.
- The State Firefighters Conference is being held in Fairbanks, September 26-30, this year. About 10 of their people will be able to take advantage of the training and development that will be offered during the week. This will be the first time in 2 years that this conference has taken place because of COVID. Captain Sanders and himself are part of the staff that is putting together this conference.
- They received their new gear that was ordered back in December. Due to supply chain issues, it was very delayed. 100% of the protective gear for the crew was replaced and AC Chambers said that they are sitting well and said that he appreciates that.

Mr. Jacobson asked where the conference was taking place and asked if the Fairbanks training center was to be used. The PW department in Fairbanks was planning on removing AC units in the center and wondered if they should leave them.

- AC Chambers said that the main location for the conference was the Westmark and they would be at some other sites around town, including the Fairbanks Training Center. He said that he thinks it would be fine to go ahead and remove the AC units.

Finance, Tricia Fogarty

- Ms. Fogarty shared that they are all caught up on the bank recs and was planning on having financials for the Council tonight, but she noticed a few issues. Because she didn't want to send out incomplete information, she did not send them prior to the meeting.
- She is getting ready to start working on the 2023 budget.
- Ms. Fogarty said that she is very thankful for the full staff that she now has, Sally Terch and her experience has been a huge help to the department.

Director of City Services, Danny Wallace

- Mr. Wallace was out this week traveling with the Mayor to Anchorage for a conference.

Human Resources, Ellen Glab

- She has been working with Chief Dutra on the hiring process for the open Lieutenant position.
- There was recently a policy meeting, it will be a bit before everyone can get together again in October.
- The Safety committee met and reviewed the return-to-work policy and are working to get that included as part of the policy manual that is being worked on.

Borough Representative

- There was a meeting August 25, via Zoom
- The borough passed an ordinance limiting the time they can do business at the Borough to 11:30 pm and there will be nothing earlier than 7:30am.
- There was a budget amendment to do some service area matching grants.
- Ordinance 2022-46, the ordinance the borough was considering that would limit the outside representative's speaking times to the assembly and limiting debate was postponed until after the first of the year. The Mayor testified during the public hearing portion of this ordinance. Assembly member Tammie Wilson was the one that sponsored this ordinance.
- Ms. Welch said that during the comments at the end of the meeting there were numerous kudos to the Clerk's for their hard work with the voter pamphlet.

City Clerk's Office, Melissa Dionne

- Ms. Dionne updated the Council on the website.
- Elections have taken up a lot of her time as well, she will be attending a split precinct training on Wednesday and will start her day in the FNSB Chambers. As well Friday she will be picking with absentee ballots with the FNSB Clerk.
- She said that she is working on new council member orientation materials for the new council person that will be joining us soon, as well as for future members as they come on.
- Ms. Dionne let everyone know that she sent an email out letting everyone know that the Budget Workshops will be October 24-26 from 7-10pm in the Chambers.

Ms. Welch asked about the Chambers being open again and if we have a date for that yet. She asked if the meetings will be able to still be available to Zoom into the meetings. Ms. Welch said that we will have to work on some rules for hybrid meetings and that we should investigate our ordinances.

- Ms. Dionne said that she had touched base with Universal Productions last week and that the 'brain' of the system is the piece that we are still waiting on. The part is on backorder, and they are working on a possibly work around for that. And yes, the new equipment should allow us to have hybrid meetings, offering in person and Zoom.

Mr. Jacobson asked if we had made any decisions on the additional office space that we were trying to find in City Hall and how the glass enclosure is going to affect the number of people that will be able to fit into the Chambers space.

- Ms. Dionne said that we were still waiting on the fire marshal's ok for using the storage room as an additional space, but that she was still hoping that it was going to work out. And that we had decided on the glass enclosed office that will be in the Chamber's. She agreed that the office is going to take up some space and that the number of people that we can have in the Chambers will have to be reevaluated once it is installed, but that the Zoom thing is not going to go away and that offering a hybrid meeting will mean that we don't have to have everyone in person for a meeting.

ON GOING PROJECTS

No report.

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

None

Old Business

- Ordinance 22-17, An Ordinance of the City of North Pole to Amend the Pay Scale

Mr. Jacobson *moved* to approve Ordinance 22-17

Seconded *by* Ms. Welch

Mr. Jacobson *moved* to Amend Ordinance 22-17 to add 'Accounts Specialist/Utility Accountant'

Seconded *by* Ms. Welch

On the Ordinance

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps

No: 0

Absent: 2 – Keller, Mayor Welch

On the Ordinance as Amended

DISCUSSION

None

PASSED

Yes: 5 – Cromer, Jacobson, Keller, Welch, Skipps

No: 0

Absent: 2 – Keller, Mayor Welch

New Business:

- a. Ordinance 22-19, An Ordinance of the City of North Pole, Alaska to Amend the 2022 General Fund Budget to Purchase Parcel Number Three Howard Property

Mr. Jacobson *moved* to postpone Ordinance 22-19 until the Special Meeting on September 12, 2022 meeting
Seconded by Mr. Cromer

On the Postponement

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps

No: 0

Absent: 2 – Keller, Mayor Welch

- b. NPCCC Reallocation of Funds Request

Mr. Jacobson *moved* to postpone the NPCCC Reallocation Request until the September 19, 2022 meeting
Seconded by Ms. Welch

On the Postponement

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps

No: 0

Absent: 2 – Keller, Mayor Welch

COUNCIL COMMENTS

- Mr. Cromer feels like the Council is not getting all the information that they need when they need it.
- Mr. Skipps asked the Clerk to send correspondence to his private email instead of his city one, as he does not check it very often.
- Ms. Welch reminded everyone that school is back in session and asked everyone to be aware of the kids on the roads.
- Mr. Jacobson thanked all the city workers and the department heads for all the hard work they have been doing. He is concerned with the idea that the Council is not getting all the information as well. He also thanks Ms. Welch for attending the FNSB Meetings, her reports are always clear and concise, and he appreciates them. Mr. Jacobson also apologized to the Council and the citizens for missing the deadline to get in his statement for the voters pamphlet.
- Mr. Claus asked everyone to enjoy the nice weather while we still have it and thanked the Council for bearing with him running the meeting tonight.

ADJOURNMENT

Ms. Welch *moved* to adjourn
Seconded *by* Mr. Jacobson

The regular meeting of Tuesday, September 6, 2022 adjourned at 8:10 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Tuesday, September 6, 2022.

ATTEST:

Melissa Dionne, City Clerk



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

A special meeting of the North Pole City Council was held on Monday, September 12, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the special City Council meeting of Monday, September 12, 2022, to order at 7:00 p.m.

Present:

Michael W. Welch - Mayor
Santa Claus - Mayor Pro Tem
DeJohn Cromer - Deputy Mayor Pro Tem
Aino Welch – Alternate Deputy Mayor Pro Tem
Anton Keller
Jeffrey Jacobson

Absent/Excused:

None

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Jeffrey Jacobson

APPROVAL OF AGENDA

Ms. Welch *moved to* approve the agenda of September 12, 2022

Seconded *by* Mr. Skipp

On the agenda

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipp, Keller, Welch

No: 0

Absent: 0

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

- Patrice Lee was with us to oppose the purchase of the Howard property that the Council is considering.

Old Business

- a. Ordinance 22-19, An Ordinance of the City of North Pole, Alaska to Amend the 2022 General Fund Budget to Purchase Parcel Number Three Howard Property

Ms. Welch *moved* to postpone Ordinance 22-19 until the regularly scheduled meeting on September 19, 2022
Seconded *by* Mr. Claus

On the Postponement

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Claus, Cromer, Jacobson, Skipps, Keller, Welch

No: 0

Absent: 0

ADJOURNMENT

Ms. Welch *moved* to adjourn

Seconded *by* Mr. Skipps

The regular meeting of Tuesday, September 12, 2022 adjourned at 7:42 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Tuesday, September 12, 2022.

ATTEST:

Melissa Dionne, City Clerk

MUTUAL DEVELOPMENT AGREEMENT

This Mutual Development Agreement is for the project known as the NP Military Housing Planned Urban Development (NPMHPUD) located at on and at that certain real property more fully described as the "Property" or the "Real Property" in the Earnest Money Receipt and Purchase Agreement executed on March 18, 2022, by and between the Estate of Jack Howard as Sellers and the City of North Pole as Buyers or Purchasers of the Property.

THIS MUTUAL DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the day _____, of 202_, by and between the City of North Pole, with a mailing address of _____

_____ (hereinafter referred to as the "City"), and Alaska Industrial Development and Export Authority, (hereinafter referred to as "AIDEA" or the "Owner or Owner/Developer").

WITNESSETH

WHEREAS, the City is in the processing of purchasing the Property and following this Purchase, and in accordance with the terms and provisions of this Agreement, will transfer ownership of the Property to AIDEA; and

WHEREAS, following annexation of the Property into the City and transfer of ownership of the Property, AIDEA shall have clear title to and intends to develop such Property as a housing development; and

WHEREAS, the Owner/Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of all applicable governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned infrastructure expansion; and

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1 **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference.
- 2 **Title Opinion/Certification.** The City will provide to AIDEA a certification by an abstractor or title company authorized to do business in the state of Alaska, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are satisfied or released of record.

A. AIDEA agrees that it will work collaboratively with the City to annex the Property into the City. The transfer of the Property from the City to AIDEA is contingent upon annexation of the Property into the City. Property development (as noted below in item 4), will include approval to operate from the Alaska Department of Environmental Conservation (ADEC) and Certification of Construction from the City. After property development (as noted above) is complete, the City of North Pole will assume ownership and maintenance responsibilities for the streets and utility infrastructure constructed to City standards within public rights of way within the city limits. Upon annexation, this property will be provided with City services including: access to connect to city water, access to connect to city sewer, plowing of roads, police, fire, and ambulance.

B. After Annexation is approved, the City of North Pole agrees that it will work collaboratively with AIDEA to apply for an expansion of the existing Military Facility Zone (MFZ) to include the Property.

A.C. City of North Pole further agrees that it shall honor the Property's current status in relation to the tax abatement enacted by Ordinance 2022-11, Fairbanks North Star Borough.

3 **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

4 **Development of the Property.** Development of the Property shall be subject to performance standards listed in this Agreement.

A. AIDEA shall develop roughly one hundred (100) residential housing units on the Property. In addition to residential housing units, common facilities serving such units shall be the only other structures on the property.

B. AIDEA shall fund, develop, and oversee all subdivision surveying, roads, and utilities to the Property. Utilities to be included are City provided water and sewer, electric, and heat. AIDEA shall elect the heat source during development of the Property. Central utility systems are to be designed, permitted, and constructed to the respective service provider specifications and dedicated to the respective service provider upon final inspection, clearance, and acceptance by the service provider. This provision does not obligate the City to provide any utilities as it is agreed that the provision of City utilities are subject to the full compliance of all applicable laws including AIDEA's compliance with City ordinances requiring one or more permits and the payment of fees and/or expenses.

C. AIDEA shall have an initial two-year period to complete the initial infrastructure phase of development after transfer of land to AIDEA. At AIDEA's election, the initial period may be extend by one year, or longer if mutually agreed to by the

City and AIDEA. If development of the Property does not timely occur, AIDEA shall reimburse the City for the full amount paid for the property or, at the option of the City deed the Property back to the City. Initial infrastructure shall be defined as including city water and sewer, paved roads and streetlights.

- D. AIDEA, at its expense, has obtained a Phase I Environmental Report. The City has reviewed, acknowledges, and agrees to the provisions set forth in said report. AIDEA and the City acknowledge and agree that a cooperative soils management plan will be developed and adhered to by the Parties throughout development of the Property, and such plan will include Alaska Department of Environmental Conservation recommendations.
 - E. AIDEA shall comply with all construction codes and covenants as required by the City.
 - F. The Owner/Developer is responsible for all transportation improvements within the subject Property and any off-site transportation requirements, as a result of the proposed development, for site function, that maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development.
- 5. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services to ensure for the Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development
 - 6. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement and all applicable laws and ordinances. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with all applicable laws.
 - 7. **Periodic Review.** The City reserves the right to review the Property subject in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement.
 - 8. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S OR DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:

9. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.
10. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.
11. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution
12. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified, as is necessary, to comply with the relevant state or federal law.
13. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.
14. **Covenant Running with the Land.** This Agreement shall run with the Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Property or any portion thereof.

- 15 **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.
- 16 **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings and agreements, with respect to the subject matter hereof. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.
- 17 **Contingencies.** This Agreement is contingent upon the City's successful purchase of the Property and all City obligations or duties required by this Agreement are subject to appropriation by the City Council of the funds necessary for the City to fulfill its obligations under this Agreement.
18. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is executed by both parties to the Agreement.

IN WITNESS WHEREOF, the Owner and the City have executed this Agreement.

[Signature page (s) follow]

Signed the ____ Day of September 2022

North Pole Mayor Michael W. Welch

AIDEA Executive Director Alan Weitzner

CITY OF NORTH POLE

ORDINANCE 22-19

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND THE 2022 GENERAL FUND BUDGET TO PURCHASE
PARCEL NUMBER THREE HOWARD PROPERTY**

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to adjust the 2022 general fund budget to purchase parcel number three Howard property.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF September 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-19

Originator/Sponsor: Mayor Michael W Welch

Date: September 1, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Miscellaneous Expense	01-51-9-9200	245,000.00	
Pooled Cash	AML GF Pooled Cash	98-1-0710		245,000.00

Prepared By: Tricia Fogarty **Date:** September 1, 2022

Finance Approval: Tricia Fogarty **Date** September 1, 2022

ORDINANCE NO. 2022-20

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
LEAVE POLICY FOR CITY OF NORTH POLE EMPLOYEES**

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

WHEREAS, the City of North Pole wishes to remain competitive with its
compensation for it's employees; and

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

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

Section 2. Title 2 Chapter 36 sections 410 Leave are hereby amended in the
North Pole Code of Ordinances as follows: [new text in red] see attached.

Section 3. Effective Date. This ordinance shall become effective upon signing.

ADOPTED THE ____ DAY OF October 2022.

Mayor Michael W Welch

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED Yes: No: Absent:

2.36.410 Leave.

A. All full-time employees shall be granted leave time in hours per month, as per the following table:

Employees Hired After January 1, 1990

Employee	0 – 4 years	4 years or more
40 hrs/week	17.3	21.8
19-day cycle	23	28.75

B. Monetary compensation (leave buyout) can be authorized up to a maximum of eighty hours (one hundred twenty hours for personnel on the nineteen-day cycle shift), **minimum of 20 hours**, per calendar year with the approval of the department head. An employee must have sixteen hours remaining for forty-hour-per-week employees and twenty-four hours remaining for nineteen-day cycle employees after compensation in order to be eligible.

C. Department heads or designees are the sole approving authority on leave. Approval considerations shall be based upon department operation requirements and the desire of the employee. Leave may be canceled or amended to allow the department to meet emergency situations. However, leave may not be canceled or amended to avoid paying overtime.

D. An employee who is unable to report to work for any reason without prior approval shall report the reason for his absence to his department head as soon as possible after the time he/she is expected to report for work. Leave with pay shall be allowed on a case-by-case basis. The department head shall determine whether or not an employee's reason for absence warrants leave with pay. It is the responsibility of the employee to provide substantiation of their reason for not appearing for work.

E. Unused leave shall be compensated at the current rate of pay at the time of resignation or dismissal of an employee.

F. Leave can accrue from year to year with a maximum accrual of three hundred twenty hours, except that the maximum leave accrual for nineteen-day cycle shift personnel shall be four hundred twenty hours. When an employee's leave accrual reaches the maximum limit they must elect either to receive monetary compensation or take leave subject to the provisions of subsection (C) of this section to reduce the accrued leave below the maximum level. If an employee changes from a nineteen-day cycle shift to a forty-hour-a-week shift, or vice versa, any leave that is over the maximum after conversion (see

subsection (G)(1) of this section for conversion) for that shift schedule must be sold or taken as stated in this subsection. The office responsible for payroll operations shall ensure compliance with this subsection.

1. The formula for converting the accrued leave of an employee who goes from a forty-hour-per-week shift to a nineteen-day cycle shift, or vice versa, shall be as follows:

a. From a forty-hour-per-week shift to a nineteen-day cycle shift: Multiply the current accrued leave balance by the current hourly rate of pay for the forty-hour-per-week shift and divide this total by the nineteen-day cycle hourly rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for nineteen-day cycle shift;

(d) = new accrued leave balance.

$$\frac{(a) * (b)}{(c)} = (d)$$

b. From a nineteen-day cycle shift to a forty-hour-per-week shift: Multiply the current accrued leave balance by the current hourly rate of pay for the nineteen-day cycle shift and divide this total by the forty-hour-per-week shift hourly pay rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for nineteen-day cycle shift;

(d) = new accrued leave balance.

$$\frac{(a) * (c)}{(b)} = (d)$$

G. All personnel not working the nineteen-day cycle shift will accrue leave as forty hours/week employees.

H. Any employee placed on extended leave for any reason will be required to contact their Human Resources representative no less than every two weeks with an update on the progress of the event causing them to be on extended leave. Leave of any kind must not exceed more than one hundred eighty calendar days. Should an employee fail to communicate with Human Resources, or not return to full-time work within the one hundred eighty calendar days, the employee shall be deemed to have voluntarily resigned their employment with the City and their employment with the City shall be terminated. (Ord. 21-23 § 2, 2022; Ord. 18-13 § 2, 2018; Ord. 07-08 § 2, 2007; Ord. 04-05 § 2, 2004; Ord. 00-03 § 2, 2000; Ord. 99-10 § 2, 1999; Ord. 98-12 § 2, 1998)

I. The Department Head, in collaboration with the Human Resources Administrator, may offer leave (4 hours per pay period) as a hiring incentive for part time positions.

ORDINANCE 22-21
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING THE 2022 BUDGET

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note accepting grant funds from the National Rifle Association, the Fairbanks North Star Borough and the State of Alaska Division of Homeland Security and Emergency Management.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF October 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-21

Originator/Sponsor: Chief Dutra, Chief Heineken & Robert Wallace

Date: September 15, 2022

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

Fund- Dept. Title	Account Description	Account #	Debit	Credit
PD Grant Fund	NRA Grant Expense	32-09-9-9003	10,000.00	
PD Grant Fund	NRA Grant Revenue	32-39-9021		10,000.00
General Fund	Wages Full Time	01-54-1-0010	18,750.00	
General Fund	EMPG Grant Revenue	01-37-7100		18,750.00
PW Grant Fund	FNSB Beautification 2022	33-01-9-5010	10,000.00	
PW Grant Fund	FNSB Beautification 2023	33-01-9-5000	9,000.00	
PW Grant Fund	FNSB Beautification Grant Revenue	33-38-3000		19,000.00

Prepared By: Tricia Fogarty **Date:** September 15, 2022

Finance Approval: Tricia Fogarty **Date:** September 15, 2022



North Pole Police Department



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

September 12, 2022

To: North Pole City Council

Re: Acceptance of NRA Grant funds of \$10,000 –

Dear Council Members,

I would like to request that the City of North Pole accept the grant funds awarded to the City of North Pole from the National Rifle Association for the TVSA expansion project. I applied for the funding to help facilitate the construction of an expansion to the TVSA range in Fairbanks to get the range to 25 yards. This new addition will allow NPPD, FPD, and AST do there indoor shooting qualifications.

Although this is a temporary solution to our shooting needs it does not replace the need for an outdoor range. Police agencies cannot rely on an indoor option as the only training option since our jobs are mostly done outside and in the elements. An indoor range does not solve the problem of shooting from vehicles and multi direction shooting it is at least a great addition to what we have currently.

I would respectfully ask the council to accept these funds so we can pass them along to TVSA to finish the expansion project. These funds would be a pass-through grant where the City of North Pole would incur no expenses other than the additional funding each agency has agreed to share. These shared expenses would be divided up amongst the three main agencies in the amount of \$3,334.00 apiece.

Thank you,

Chief Steve Dutra

Mr. Steve Dutra
North Pole Police Department
125 Snowman Lane
North Pole, AK 99705

Dear Mr. Dutra

Enclosed you will find a check in the amount of \$10,000.00 made payable to the City of North Pole for a 2022 NRA Public Range Fund Grant. This check is issued for the development of the TVSA LEO Range Improvement Project.

Enclosed with the check is the copy of your application. You must complete the NRA Final Report form at <https://rangeservices.nra.org/funding-grants/> upon the completion of your project. Your organization is not eligible for another grant thru the Public Range Fund until the NRA Final Report is submitted.

Please let me know if you have any questions or concerns.

Thank you!

A handwritten signature in black ink, appearing to read "Elizabeth Bush". The signature is fluid and cursive, with the first name "Elizabeth" written in a larger, more prominent script than the last name "Bush".

Elizabeth Bush
Managing Director
NRA Community Engagement
(703) 267-1348
ebush@nrahq.org

**NATIONAL RIFLE ASSOCIATION OF AMERICA
CHECK REQUEST**

****Do not use a Check Request if the vendor has issued an invoice**
(See instructions on back of Check Request Form)**

****Please type or print****

Financial Services
Use Only

Vendor Number _____ Check Amount \$ \$10,000.00

Account Number(s) 5770-40710

PO Number _____
(if applicable)

Contract on file ☒ Yes ☐ No

Vendor Name & Address City of North Pole
125 Snowman Lane
North Pole, AK 99705
Attn: Steve Dutra, TVSA LEO Range Improvement Project

Payment Explanation PRF 22-07- North Pole Police Department - Public Range

IRS REPORTING (To be completed by Requestor):

Tax identification number _____

Has an IRS Form W-9 been submitted to Financial Services? ☒ Yes ☐ N/A

* If W9 form has not been submitted to Financial Services, a completed one must be attached to the check request when submitted.

Special Handling: Requested Mail Date _____

Return Check to _____ By (date) _____ Ext _____

Special Instructions Please mail with letter and copy of application

Requestor Signature Elizabeth Bush Date 8/10/22

Authorized Signature _____ Date _____
(Signature certifies this request complies with guidelines printed on back of form)

RUSH REQUEST - REQUIRED IN LESS THAN 7 DAYS

Payment is being requested on a "Rush" basis for the following reason:

Division Director Approval _____ Date _____

Financial Services Review _____ Date _____

FINANCIAL SERVICES USE ONLY

APPROVAL FOR REQUESTS OVER \$50,000:

Sales Tax Included ☐ Yes ☐ No
Subject to Use Tax ☐ Yes ☐ No
Recorded for Use Tax ☐ Yes ☐ No
State of Use _____ Officer _____ Date _____

Taxable Amount \$ _____ Officer _____ Date _____

Tax Rate _____ Tax \$ _____ Entered by _____ Period _____



CITY OF NORTH POLE

"Where the Spirit of Christmas Lives Year Round"

125 Snowman Lane • North Pole, Alaska 99705-7708
E-mail: mayor@northpolcalaska.com • Website: www.northpolcalaska.com

City Hall
907-488-2281
Fax: 907-488-3002

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

September 19, 2022

Council Members
City of North Pole
125 Snowman Lane
North Pole, Alaska 99705

City of North Pole Public Purpose Grant Acceptance (\$19,000)

City Council -

Each year, Fairbanks North Star Borough (FNSB) awards public purpose grants to local communities. Generally, these grants are provided for beautification efforts within the City and can be used for flowers and plants, soil and mulch, playground equipment, signs, and other items to support the community. We were recently awarded \$10,000 for both FY22 and FY23.

FNSB sent the grant funds for FY22 (\$10,000) and for FY23 (90% advance, or \$9,000). The final payment (\$1,000) will be sent to the City of North Pole when FY23 beautification efforts conclude and final paperwork is filed.

The check for these grants has been received by the City and I recommend that this be accepted by the City Council.

Respectfully,

Robert Daniel Wallace
Director of City Services



FAIRBANKS NORTH STAR BOROUGH
JUANITA HELMS ADMINISTRATION CENTER
907 Terminal Street PO Box 71267 Fairbanks, Alaska 99707-1267
PHONE 907-459-1000

PURCHASE ORDER NO.

P0011648

Page 1

REQUISITION NO R0015291

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL
PACKAGES AND PAPERS RELATING TO THIS PURCHASE.

TO: CITY OF NORTH POLE
UTILITIES
125 SNOWMAN LANE
NORTH POLE, AK 99705

INVOICE IN ACCOUNTS PAYABLE
DUPLICATE FAIRBANKS NORTH STAR BOROUGH
AND BILL TO PO BOX 71267
FAIRBANKS, AK 99707-1267

SHIP TO:

FNSB - MAYOR'S OFFICE
907 TERMINAL STREET, 3rd FLOOR
FAIRBANKS, AK 99701

REQUISITION DATE		VENDOR NUMBER		REQUIRED DATE		F.O.B. POINT		SOLICITATION NO.	
08/24/2022		VN590508				DESTINATION			
LINE	QTY	UNIT	DESCRIPTION OF GOODS / SERVICES				UNIT PRICE	EXTENDED PRICE	
0001	1.00	EACH	Public Purpose Grant for City of North Pole See Attached				\$10,000.00	\$10,000.00	

VENDOR AGREES TO COMPLY WITH TERMS AND CONDITIONS
ON FACE AND BACK OF THIS PURCHASE ORDER.

BY

Date 08/25/2022

PURCHASES AUTHORIZED ONLY WHEN SIGNED ABOVE BY THE AUTHORIZED AGENT

FAIRBANKS NORTH STAR BOROUGH
TERMS AND CONDITIONS

1. Award of contract occurs and a binding contract, consisting of the purchase order and its terms and conditions, results when the Fairbanks North Star Borough Purchasing Division issues a purchase order in response to a Contractor's offer. These terms and conditions shall apply unless superseded by the Specifications, Supplemental Terms, General Instructions or Terms and Conditions of a Request for Proposal or Invitation for Bid.
2. No modifications of any of the terms or conditions of this order, including, but not limited to delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the Chief Procurement Officer.
3. The Contractor shall defend, hold harmless and indemnify the Borough, 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 Borough's sole negligence or its willful misconduct. 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.
4. Time of delivery is of the essence of this contract and the order is subject to cancellation for failure to deliver on time. Any exception to the delivery date specified in the Purchase Order must be approved in writing by the Chief Procurement Officer prior to the specified delivery date. Memorandum of Contents shall be enclosed in each box or package. Title to the described goods shall not pass until delivery of the goods to the Fairbanks North Star Borough assigned designation and the borough's acceptance of the goods is accomplished. The goods shall be properly packaged and marked for shipment and all terms of this agreement including freight and insurance fully satisfied.
5. Final inspection and acceptance will be made at the destination. Goods rejected at the destination for non-conformance with non-conformance of specifications shall be removed at the expense of the Contractor after being notified of rejection.
6. Unless otherwise specified, shipments will be prepaid, via cheapest common carrier, F.O.B. destination. If terms are F.O.B. shipping point, the vendor will prepay and list shipping charges separately on invoices less federal transportation tax. Fairbanks North Star Borough is exempt from federal excise and transportation taxes. Exemption certificate will be furnished upon request. Substantiation of prepaid freight and express must be attached to vendor's invoice. Fairbanks North Star Borough cannot accept a C.O.D. shipment.
7. The Fairbanks North Star Borough shall have the power to terminate, cancel or suspend this agreement by giving ten (10) days' notice to the contractor, whenever in the sole judgment of the borough the performance of the agreement is not satisfactory. The borough's discretionary power to terminate is not limited to acts or omissions sufficient to constitute an actual breach of the agreement or of any implied warranty. The agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement. 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 Borough 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.
8. In case of default by the contractor, for any reason whatsoever, the Borough 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.
9. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuation of the inability then claimed. 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.
10. The Fairbanks North Star Borough is an Affirmative Action/Equal Opportunity Employer. The Fairbanks North Star Borough, and all its contractors and suppliers, agree and certify that they shall comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.
11. Except for any payment due hereunder, the order may not be assigned or transferred by the Contractor, in whole or in part, without the written approval of the Fairbanks North Star Borough.
12. Purchase Order Number MUST appear on all invoices, packing lists, packages, shipping notices, and any correspondence. Payments shall be made within thirty (30) calendar days after the date of completion of services or acceptance of goods or the date of receipt of detailed invoice, whichever is later.
13. All rights and remedies of the Fairbanks North Star Borough are cumulative.
14. The Fairbanks North Star Borough is a municipal government in the State of Alaska. As a political subdivision of a state, the Borough is not subject to Federal or State Excise Tax under the Internal Revenue Code section 115.
15. This agreement shall be governed by the State of Alaska law, as amended. Venue for any litigation arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.



**FAIRBANKS NORTH STAR BOROUGH
BOROUGH-FUNDED GRANT PROGRAMS
PUBLIC PURPOSE GRANT AWARD**

**** PUBLIC PURPOSE, BUDGET, GOALS & OBJECTIVES, SCOPE OF WORK ****

NAME OF RECIPIENT ORGANIZATION:

City of North Pole

ADDRESS OF RECIPIENT ORGANIZATION:

125 Snowman Lane
North Pole AK 99705

PERSON COMPLETING THIS FORM:

NAME: Danny Wallace

TITLE: Director of City Services

PHONE: (907) 488-8593

EMAIL: RWallace@northpolealaska.org

SIGNATURE

6/20/22

DATE

PROJECT BUDGET: Please provide an estimated budget for the public purpose for which your organization plans to spend its grant award:

Personnel Services	\$	
Casual Labor	\$	
Event Planning and Supplies	\$	
Education, Health and Safety	\$	
Public Communications	\$	
Contractual Services	\$	
Professional Services	\$	
Insurance and Bonding	\$	
Operating Materials & Supplies	\$	
Utilities	\$	
Repairs and Maintenance	\$	
Equipment Purchase/Rental/Lease	\$	
Facility Purchase/Rental/Lease	\$	
Facility Construction	\$	
OTHER: Flowers and Plants	\$	9,000
OTHER: Signage	\$	1,000
TOTAL	\$	10,000.00

PUBLIC PURPOSE: Please describe the goals and objectives, scope of work, and the public purpose your organization plans to accomplish with the grant funds:

The City of North Pole will use the grant funds for beautification efforts within the City. These include, but are not limited to, flowers and plants, soil and mulch, playground equipment, signage, and other items to support the local community.

Project Completion (Lapse) Date

6/30/22

CERTIFICATION: I hereby certify that the above budget, goals and objectives, and scope of work accurately describe my organization's proposed use of its grant award and that the funds will be used for a public purpose and in accordance with the attached grant requirements as set forth in FNSB Code Section 7.08 and procurement policies. I have read and understand the applicable Code requirements (Attachment B) and procurement policies (Attachment C) and will properly account for the grant funds. Upon completion of the grant purpose, I will provide the Borough with a Statement of Completion (Attachment D). Should the Borough grant choose to audit my organization's use of the funds, I will timely make available to the Borough all source documentation it asks for upon request.

Michael H. Welch

SIGNATURE OF EXECUTIVE DIRECTOR / CHIEF EXECUTIVE OFFICER

June 23, 2022

DATE

Printed Name: Michael Welch

Phone: (907) 488-8584

Printed Title: Mayor - City of North Pole

Email: mwelch@northpolealaska.org

RETURN THIS FORM TO:

FNSB Administrator:

FNSB Dept/Division:

907 Terminal Street
P.O. Box 71267
Fairbanks, Alaska 99707-1267

APPENDED TO THIS FORM:

Attachment A: Signed Terms for Release of Payment
Attachment B: Initialed FNSB Code Chapter 7.08
Attachment C: Initialed FNSB Public Procurement
Attachment D: Statement of Completion, when done

ATTACHMENT A
TERMS FOR RELEASE OF PAYMENT
FNSB PUBLIC PURPOSE GRANT AWARD
GRANT PROJECT TITLE: City of North Pole

Release of funds for the above-named Public Purpose Grant Award shall be based on the following schedule:

Pmt. No.	Approximate % Funds Released	Amount to be Paid Upon Borough Approval	Contingent Upon:
1	<u>90 %</u> Advance	\$ <u>9,000.00</u>	Execution and submittal of Public Purpose Grant Award form describing public purpose, budget, goals and objectives, and scope of work, with Attachments.
2	<u> </u> % Progress Payment	\$ <u> </u>	Provision of progress report describing work accomplished as of <u> </u> (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
3	<u> </u> % Progress Payment	\$ <u> </u>	Provision of progress report describing work accomplished as of <u> </u> (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
4	<u> </u> % Progress Payment	\$ <u> </u>	Provision of progress report describing work accomplished as of <u> </u> (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
5	<u>10 %</u> Final Payment	\$ <u>1,000.00</u>	Upon completion of the project and submittal of Attachment D, Statement of Completion.
	<u>100 %</u> Total	\$ <u>10,000.00</u>	

I certify that I have reviewed and approve the above terms for release of payment.

Michael W. Welch
Signature of Grantee
Executive Director / Chief Financial Officer

Jim Williams
Signature of FNSB Administrator
Printed Name: Jim Williams

Printed Name: Michael Welch

Printed Title: Mayor - City of North Pole

Bryce J. Ward
Mayor, Fairbanks North Star Borough

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

**Fairbanks North Star Borough Code (Excerpt)
Chapter 7.08
GRANT MANAGEMENT**

Sections:

- 7.08.010 Minimum grant standards and requirements.
- 7.08.020 Exceptions.
- 7.08.030 Assembly notification.

7.08.010 Minimum grant standards and requirements.

A. The following minimum grant standards and requirements shall be incorporated into all borough grant agreements unless the assembly in the appropriating or authorizing ordinance waives a standard or requirement:

1. Goals and Objectives. Each grant recipient shall provide the borough with attainable and measurable goal(s), objective(s), and/or outcome(s) which address the purpose(s) of the grant award.
2. Payment Schedule. Each grant award shall outline a payment schedule which reflects the cash flow needs of the recipient balanced with the compliance requirements of the borough. Advances are neither prohibited nor required. Retainages are recommended.
3. Use of Grant Funds. Grant funds may not be used for expenses or obligations incurred outside the effective dates of the grant award.
 - a. Recipients of borough grants shall comply with the provisions of 2 CFR §200.400 (Sub-Part E – Cost Principles).
 - b. Notwithstanding 2 CFR §200.400 (Sub-Part E), the following costs shall be unallowable:
 - i. Alcoholic beverages;
 - ii. Bad debts;
 - iii. Contingency provisions;
 - iv. Donations and contributions;
 - v. Entertainment costs;
 - vi. Fines and penalties;
 - vii. Goods or services for personal use;
 - viii. Legal expenses for claims against the borough;
 - ix. Lobbying; and
 - x. Memberships in organizations substantially engaged in lobbying; and

The following costs shall require prior approval from the borough:

- xi. Fundraising costs;
 - xii. Capital expenditures.
- c. The grant agreement may, at the borough's sole discretion, prohibit or further restrict additional expenditures.

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

Fairbanks North Star Borough Code (Excerpt)

Chapter 7.08

GRANT MANAGEMENT (Continued)

d. Expenditures charged to, and reimbursed by, the borough grant may not likewise be reported to, and reimbursed by, any other grant or other external funding source (i.e., no "double-dipping" is allowed).

e. Disallowed expenditures shall be returned to the borough.

4. Financial Management System. The grant recipient shall establish and maintain a financial management system conforming with generally accepted accounting principles and maintain the financial records and accounts in a manner which permits them to be audited for compliance with the grant award.

5. Reporting. The grant recipient shall submit to the borough periodic financial reports, as prescribed by the chief financial officer (CFO), and narrative status reports at least quarterly. Barring compelling circumstances, as determined by the CFO, reports are due no later than one month after the reporting period end date. Narrative status reports shall describe progress toward the goal(s)/objective(s)/outcome(s) of the grant award.

6. Audits. During normal business hours, the grant recipient shall permit the borough or its representative to review, monitor, audit, and evaluate all financial and programmatic records of the grant recipient to determine compliance with the terms and conditions of the grant award. If an independent, borough, federal, or state audit finding indicates unallowable costs, then a plan for reimbursement shall be submitted to the borough within 30 days of the audit completion. A plan for correcting all findings, questioned costs, internal control deficiencies/reportable conditions, and material weaknesses/significant deficiencies must also be submitted within 45 days of the audit completion.

7. Records Management and Retention. The grant recipient shall retain grant and subcontract records, including records of the receipt and disposition of grant income, for a period of three years from the date of submission to the borough of the grant recipient's final financial and narrative status reports. The grant recipient shall continue to retain records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending. After resolution, the grant recipient shall retain required records for an additional three years. If for any reason the grant recipient ceases operations before the end of any record retention period, all financial and program records shall be delivered to the borough.

8. Duties Upon Termination/Expiration. If the grant recipient receives payments exceeding the amount to which it is entitled, it shall remit the excess to the borough within 30 days of receiving written notice of termination. The grant recipient shall not be entitled to final compensation until all final financial and narrative status reports and documentation required or requested by the borough have been delivered to the borough. If any costs are disallowed as a result of a subsequent audit, the borough may recover those costs. Upon expiration of the grant award, the grant recipient shall promptly refund to the borough any unobligated grant funds paid to the grant recipient. Obligated funds must be expended or returned to the borough within 30 days after expiration of the grant award. (Ord. 2011-34 § 2, 2011; Ord. 2006-18 § 2, 2006)

(Sub-Parts
4-6 apply
to grant
awards of
\$100,000
or more)

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

**Fairbanks North Star Borough Code (Excerpt)
Chapter 7.08
GRANT MANAGEMENT (Continued)**

7.08.020 Exceptions.

- A. The minimum grant standard and requirements set forth in this chapter shall not apply:
1. To direct program or pass-through grants that do not involve or spend any borough money or funding; or
 2. To the extent a third party funding source's requirements conflict with a borough standard or requirement.
- B. FNSBC 7.08.010(A)(4), Financial Management System, (A)(5), Reporting, and (A)(6), Audits, shall not apply to grants with a total value of less than \$100,000. (Ord. 2011-34 § 2, 2011; Ord. 2006-18 § 2, 2006)

7.08.030 Assembly notification.

The borough administration shall notify the assembly by memorandum when a grant is being pursued and provide a project description and amount. (Ord. 2011-34 § 2, 2011)

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT C**

Fairbanks North Star Borough Public Procurement

- A. All procurement transactions will be conducted to provide to the maximum extent possible free and open competition among suppliers. Incorporate methods to ensure that the best possible price is obtained for comparable goods or services and to avoid the purchase of unnecessary items.
- B. To provide for increased public confidence in public procurement and provide safeguards for or maintaining integrity.
 - 1. No employee, officer, director, volunteer or agent of the Grant shall participate in the purchase, selection of a bid or contract if a conflict of interest is real or apparent to a reasonable person.
 - 2. Conflicts of interest arises when there is a beneficial interest in the vendor firm selected or considered for an award, either for financial or family gain through the show of favoritism.
 - 3. The Organization's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder.
 - 4. Private inurement is prohibited when a private individual may benefit when the Organization pays more for goods and services than they are worth.
- C. Selection. Price should be one of the factors in the procurement of goods and services, but the Organization is not required to take the lowest price if other factors are important to the decision. There should be an objective method for selection, and any factors for evaluation and selection should be listed in the procurement documents. Awards shall be made to the bidder or offeror whose bid is responsive to the solicitation and is most advantageous to the Organization (price, quality and other factors considered). A bid may be rejected when it is in the Organization's interest to do so.
- D. Documentation. At a minimum, procurement records show how organization selected the method of procurement and the contract used, and determined the basis for the cost or price.
- E. Contract Administration. The Organization has a duty to ensure proper oversight and management of procurement actions. The organization is responsible for documenting that terms, conditions and specifications of contracts are met.

**FAIRBANKS NORTH STAR BOROUGH
BOROUGH-FUNDED GRANT PROGRAMS
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT D**



**** STATEMENT OF COMPLETION ****

NAME OF RECIPIENT ORGANIZATION:

City of North Pole

ADDRESS OF RECIPIENT ORGANIZATION:

125 Snowman Lane
North Pole AK 99705

PERSON COMPLETING THIS FORM:

NAME: Danny Wallace

TITLE: Director of City Services

PHONE: (907) 488-8593

EMAIL: RWallace@northpolealaska.org

SIGNATURE

6/20/22
DATE

GRANT CHARGES: Please provide the amount of grant funds that your organization actually expended in each category:

Personnel Services	\$	
Casual Labor	\$	
Event Planning and Supplies	\$	
Education, Health and Safety	\$	
Public Communications	\$	
Contractual Services	\$	
Professional Services	\$	
Insurance and Bonding	\$	
Operating Materials & Supplies	\$	
Utilities	\$	
Repairs and Maintenance	\$	
Equipment Purchase/Rental/Lease	\$	
Facility Purchase/Rental/Lease	\$	
Facility Construction	\$	
OTHER: Flowers and Plants	\$	8,867.60
OTHER: Signage	\$	1,324.60
TOTAL	\$	10,192.20

DESCRIPTION OF WORK COMPLETED: Please describe goals and objectives achieved, actual work completed, and the public purpose your organization accomplished:

The City of North Pole used the grant funds for beautification efforts within the City. These included flowers, plants, soil and mulch, signage, and other items to support the local community.

Project Completion (Lapse) Date

6/30/22

CERTIFICATION: I hereby certify that this Statement of Completion accurately describes 1) my organization's use of its grant award, 2) that the grant funds were expended in accordance with FNSB Code Section 7.08 (Attachment B) and procurement policies (Attachment C), 3) that the grant funds were properly accounted for, and 4) that my organization will timely make available to the Borough copies of all relevant source documents requested that support the information provided above, should the Borough choose to verify or audit my organization's use of the grant funds.

SIGNATURE OF EXECUTIVE DIRECTOR / CHIEF EXECUTIVE OFFICER

Printed Name: Michael Welch
Printed Title: Mayor - City of North Pole

Phone: (907) 488-8584
Email: mwelch@northpolealaska.org

RETURN THIS FORM TO:
FNSB Administrator:
FNSB Dept/Division:

907 Terminal Street
P.O. Box 71267
Fairbanks, Alaska 99707-1267

FNSB Administrator:

Once completed, route this form to A/P with the final PO payment request.



FAIRBANKS NORTH STAR BOROUGH
JUANITA HELMS ADMINISTRATION CENTER
907 Terminal Street PO Box 71267 Fairbanks, Alaska 99707-1267
PHONE 907-459-1000

PURCHASE ORDER NO.

P0011647

Page 1

REQUISITION NO R0015292

THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL
PACKAGES AND PAPERS RELATING TO THIS PURCHASE.

TO: CITY OF NORTH POLE
UTILITIES
125 SNOWMAN LANE
NORTH POLE, AK 99705

INVOICE IN ACCOUNTS PAYABLE
DUPLICATE FAIRBANKS NORTH STAR BOROUGH
AND BILL TO PO BOX 71267
FAIRBANKS, AK 99707-1267

SHIP TO:

FNSB - MAYOR'S OFFICE
907 TERMINAL STREET, 3rd FLOOR
FAIRBANKS, AK 99701

REQUISITION DATE		VENDOR NUMBER		REQUIRED DATE		F.O.B. POINT		SOLICITATION NO.	
08/24/2022		VN590508				DESTINATION			
LINE	QTY	UNIT	DESCRIPTION OF GOODS / SERVICES					UNIT PRICE	EXTENDED PRICE
0001	1.00	EACH	Public Purpose Grant FY23 See Attached					\$10,000.00	\$10,000.00
					Purchase Order Total				\$10,000.00

VENDOR AGREES TO COMPLY WITH TERMS AND CONDITIONS
ON FACE AND BACK OF THIS PURCHASE ORDER.

BY

Date 08/25/2022

PURCHASES AUTHORIZED ONLY WHEN SIGNED ABOVE BY THE AUTHORIZED AGENT

FAIRBANKS NORTH STAR BOROUGH
TERMS AND CONDITIONS

1. Award of contract occurs and a binding contract, consisting of the purchase order and its terms and conditions, results when the Fairbanks North Star Borough Purchasing Division issues a purchase order in response to a Contractor's offer. These terms and conditions shall apply unless superseded by the Specifications, Supplemental Terms, General Instructions or Terms and Conditions of a Request for Proposal or Invitation for Bid.
2. No modifications of any of the terms or conditions of this order, including, but not limited to delivery, price, quality, quantities, and specifications, will be effective without the prior written consent of the Chief Procurement Officer.
3. The Contractor shall defend, hold harmless and indemnify the Borough, 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 Borough's sole negligence or its willful misconduct. 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.
4. Time of delivery is of the essence of this contract and the order is subject to cancellation for failure to deliver on time. Any exception to the delivery date specified in the Purchase Order must be approved in writing by the Chief Procurement Officer prior to the specified delivery date. Memorandum of Contents shall be enclosed in each box or package. Title to the described goods shall not pass until delivery of the goods to the Fairbanks North Star Borough assigned designation and the borough's acceptance of the goods is accomplished. The goods shall be properly packaged and marked for shipment and all terms of this agreement including freight and insurance fully satisfied.
5. Final inspection and acceptance will be made at the destination. Goods rejected at the destination for non-conformance with non-conformance of specifications shall be removed at the expense of the Contractor after being notified of rejection.
6. Unless otherwise specified, shipments will be prepaid, via cheapest common carrier, F.O.B. destination. If terms are F.O.B. shipping point, the vendor will prepay and list shipping charges separately on invoices less federal transportation tax. Fairbanks North Star Borough is exempt from federal excise and transportation taxes. Exemption certificate will be furnished upon request. Substantiation of prepaid freight and express must be attached to vendor's invoice. Fairbanks North Star Borough cannot accept a C.O.D. shipment.
7. The Fairbanks North Star Borough shall have the power to terminate, cancel or suspend this agreement by giving ten (10) days' notice to the contractor, whenever in the sole judgment of the borough the performance of the agreement is not satisfactory. The borough's discretionary power to terminate is not limited to acts or omissions sufficient to constitute an actual breach of the agreement or of any implied warranty. The agreement will terminate if the Borough Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement. 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 Borough 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.
8. In case of default by the contractor, for any reason whatsoever, the Borough 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.
9. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuation of the inability then claimed. 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.
10. The Fairbanks North Star Borough is an Affirmative Action/Equal Opportunity Employer. The Fairbanks North Star Borough, and all its contractors and suppliers, agree and certify that they shall comply with the requirements of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.
11. Except for any payment due hereunder, the order may not be assigned or transferred by the Contractor, in whole or in part, without the written approval of the Fairbanks North Star Borough.
12. Purchase Order Number MUST appear on all invoices, packing lists, packages, shipping notices, and any correspondence. Payments shall be made within thirty (30) calendar days after the date of completion of services or acceptance of goods or the date of receipt of detailed invoice, whichever is later.
13. All rights and remedies of the Fairbanks North Star Borough are cumulative.
14. The Fairbanks North Star Borough is a municipal government in the State of Alaska. As a political subdivision of a state, the Borough is not subject to Federal or State Excise Tax under the Internal Revenue Code section 115.
15. This agreement shall be governed by the State of Alaska law, as amended. Venue for any litigation arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.



**FAIRBANKS NORTH STAR BOROUGH
BOROUGH-FUNDED GRANT PROGRAMS
PUBLIC PURPOSE GRANT AWARD**

**** PUBLIC PURPOSE, BUDGET, GOALS & OBJECTIVES, SCOPE OF WORK ****

NAME OF RECIPIENT ORGANIZATION:

City of North Pole

ADDRESS OF RECIPIENT ORGANIZATION:

125 Snowman Lane
North Pole, AK 99705

PERSON COMPLETING THIS FORM:

NAME: Danny Wallace

TITLE: Director of City Services

PHONE: 907-488-8593

EMAIL: Rwallace@northpolealaska.org

D. Wallace

SIGNATURE

DATE

PROJECT BUDGET: Please provide an estimated budget for the public purpose for which your organization plans to spend its grant award:

Personnel Services	\$	
Casual Labor	\$	
Event Planning and Supplies	\$	
Education, Health and Safety	\$	
Public Communications	\$	
Contractual Services	\$	
Professional Services	\$	
Insurance and Bonding	\$	
Operating Materials & Supplies	\$	
Utilities	\$	
Repairs and Maintenance	\$	
Equipment Purchase/Rental/Lease	\$	
Facility Purchase/Rental/Lease	\$	
Facility Construction	\$	
OTHER:	\$	10,000
OTHER:	\$	
TOTAL	\$	10000

PUBLIC PURPOSE: Please describe the goals and objectives, scope of work, and the public purpose your organization plans to accomplish with the grant funds:

Funds will be used for beautification, support to the north pole visitors center, signage, parks, playground equipment, and other items in support of the north pole community.

Project Completion (Lapse) Date

6/30/22 10/30/23

CERTIFICATION: I hereby certify that the above budget, goals and objectives, and scope of work accurately describe my organization's proposed use of its grant award and that the funds will be used for a public purpose and in accordance with the attached grant requirements as set forth in FNSB Code Section 7.08 and procurement policies. I have read and understand the applicable Code requirements (Attachment B) and procurement policies (Attachment C) and will properly account for the grant funds. Upon completion of the grant purpose, I will provide the Borough with a Statement of Completion (Attachment D). Should the Borough grant choose to audit my organization's use of the funds, I will timely make available to the Borough all source documentation it asks for upon request.

Michael W. Welch

SIGNATURE OF EXECUTIVE DIRECTOR / CHIEF EXECUTIVE OFFICER

DATE

Printed Name: Michael Welch

Phone: 907-488-8584

Printed Title: Mayor - City of North Pole

Email: Mwelch@northpoleala

RETURN THIS FORM TO:

FNSB Administrator: Krista Major

FNSB Dept/Division: Mayor's Office

907 Terminal Street

P.O. Box 71267

Fairbanks, Alaska 99707-1267

APPENDED TO THIS FORM:

Attachment A: Signed Terms for Release of Payment

Attachment B: Initialed FNSB Code Chapter 7.08

Attachment C: Initialed FNSB Public Procurement

Attachment D: Statement of Completion, when done

ATTACHMENT A
TERMS FOR RELEASE OF PAYMENT
FNSB PUBLIC PURPOSE GRANT AWARD
GRANT PROJECT TITLE: City of North Pole

Release of funds for the above-named Public Purpose Grant Award shall be based on the following schedule:

Pmt. No.	Approximate % Funds Released	Amount to be Paid Upon Borough Approval	Contingent Upon:
1	90 % Advance	\$ 9000	Execution and submittal of Public Purpose Grant Award form describing public purpose, budget, goals and objectives, and scope of work, with Attachments.
2	% Progress Payment	\$	Provision of progress report describing work accomplished as of (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
3	% Progress Payment	\$	Provision of progress report describing work accomplished as of (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
4	% Progress Payment	\$	Provision of progress report describing work accomplished as of (date), goals and objectives achieved, risks or developments impacting the completion of the project, and description of work remaining.
5	10 % Final Payment	\$ 1000	Upon completion of the project and submittal of Attachment D, Statement of Completion.
	100 % Total	\$ 10000	

I certify that I have reviewed and approve the above terms for release of payment.

Michael W. Welch
 Signature of Grantee
 Executive Director / Chief Financial Officer

Printed Name: Michael Welch
 Printed Title: Mayor - City of North Pole

Signature of FNSB Administrator
 Printed Name: Krista Major

Bryce J. Ward 7/28/22
 Bryce J. Ward
 Mayor, Fairbanks North Star Borough

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

**Fairbanks North Star Borough Code (Excerpt)
Chapter 7.08
GRANT MANAGEMENT**

Sections:

- 7.08.010 Minimum grant standards and requirements.
- 7.08.020 Exceptions.
- 7.08.030 Assembly notification.

7.08.010 Minimum grant standards and requirements.

- A. The following minimum grant standards and requirements shall be incorporated into all borough grant agreements unless the assembly in the appropriating or authorizing ordinance waives a standard or requirement:
1. Goals and Objectives. Each grant recipient shall provide the borough with attainable and measurable goal(s), objective(s), and/or outcome(s) which address the purpose(s) of the grant award.
 2. Payment Schedule. Each grant award shall outline a payment schedule which reflects the cash flow needs of the recipient balanced with the compliance requirements of the borough. Advances are neither prohibited nor required. Retainages are recommended.
 3. Use of Grant Funds. Grant funds may not be used for expenses or obligations incurred outside the effective dates of the grant award.
 - a. Recipients of borough grants shall comply with the provisions of 2 CFR §200.400 (Sub-Part E – Cost Principles).
 - b. Notwithstanding 2 CFR §200.400 (Sub-Part E), the following costs shall be unallowable:
 - i. Alcoholic beverages;
 - ii. Bad debts;
 - iii. Contingency provisions;
 - iv. Donations and contributions;
 - v. Entertainment costs;
 - vi. Fines and penalties;
 - vii. Goods or services for personal use;
 - viii. Legal expenses for claims against the borough;
 - ix. Lobbying; and
 - x. Memberships in organizations substantially engaged in lobbying; and
- The following costs shall require prior approval from the borough:
- xi. Fundraising costs;
 - xii. Capital expenditures.
- c. The grant agreement may, at the borough's sole discretion, prohibit or further restrict additional expenditures.

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

Fairbanks North Star Borough Code (Excerpt)

Chapter 7.08

GRANT MANAGEMENT (Continued)

d. Expenditures charged to, and reimbursed by, the borough grant may not likewise be reported to, and reimbursed by, any other grant or other external funding source (i.e., no "double-dipping" is allowed).

e. Disallowed expenditures shall be returned to the borough.

*(Sub-Parts
4-6 apply
to grant
awards of
\$100,000
or more)*

4. **Financial Management System.** The grant recipient shall establish and maintain a financial management system conforming with generally accepted accounting principles and maintain the financial records and accounts in a manner which permits them to be audited for compliance with the grant award.

5. **Reporting.** The grant recipient shall submit to the borough periodic financial reports, as prescribed by the chief financial officer (CFO), and narrative status reports at least quarterly. Barring compelling circumstances, as determined by the CFO, reports are due no later than one month after the reporting period end date. Narrative status reports shall describe progress toward the goal(s)/objective(s)/outcome(s) of the grant award.

6. **Audits.** During normal business hours, the grant recipient shall permit the borough or its representative to review, monitor, audit, and evaluate all financial and programmatic records of the grant recipient to determine compliance with the terms and conditions of the grant award. If an independent, borough, federal, or state audit finding indicates unallowable costs, then a plan for reimbursement shall be submitted to the borough within 30 days of the audit completion. A plan for correcting all findings, questioned costs, internal control deficiencies/reportable conditions, and material weaknesses/significant deficiencies must also be submitted within 45 days of the audit completion.

7. **Records Management and Retention.** The grant recipient shall retain grant and subcontract records, including records of the receipt and disposition of grant income, for a period of three years from the date of submission to the borough of the grant recipient's final financial and narrative status reports. The grant recipient shall continue to retain records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending. After resolution, the grant recipient shall retain required records for an additional three years. If for any reason the grant recipient ceases operations before the end of any record retention period, all financial and program records shall be delivered to the borough.

8. **Duties Upon Termination/Expiration.** If the grant recipient receives payments exceeding the amount to which it is entitled, it shall remit the excess to the borough within 30 days of receiving written notice of termination. The grant recipient shall not be entitled to final compensation until all final financial and narrative status reports and documentation required or requested by the borough have been delivered to the borough. If any costs are disallowed as a result of a subsequent audit, the borough may recover those costs. Upon expiration of the grant award, the grant recipient shall promptly refund to the borough any unobligated grant funds paid to the grant recipient. Obligated funds must be expended or returned to the borough within 30 days after expiration of the grant award. (Ord. 2011-34 § 2, 2011; Ord. 2006-18 § 2, 2006)

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT B**

**Fairbanks North Star Borough Code (Excerpt)
Chapter 7.08
GRANT MANAGEMENT (Continued)**

7.08.020 Exceptions.

- A. The minimum grant standard and requirements set forth in this chapter shall not apply:
1. To direct program or pass-through grants that do not involve or spend any borough money or funding; or
 2. To the extent a third party funding source's requirements conflict with a borough standard or requirement.
- B. FNSBC 7.08.010(A)(4), Financial Management System, (A)(5), Reporting, and (A)(6), Audits, shall not apply to grants with a total value of less than \$100,000. (Ord. 2011-34 § 2, 2011; Ord. 2006-18 § 2, 2006)

7.08.030 Assembly notification.

The borough administration shall notify the assembly by memorandum when a grant is being pursued and provide a project description and amount. (Ord. 2011-34 § 2, 2011)

**FAIRBANKS NORTH STAR BOROUGH
PUBLIC PURPOSE GRANT AWARD
ATTACHMENT C**

Fairbanks North Star Borough Public Procurement

- A. All procurement transactions will be conducted to provide to the maximum extent possible free and open competition among suppliers. Incorporate methods to ensure that the best possible price is obtained for comparable goods or services and to avoid the purchase of unnecessary items.
- B. To provide for increased public confidence in public procurement and provide safeguards for or maintaining integrity.
 - 1. No employee, officer, director, volunteer or agent of the Grant shall participate in the purchase, selection of a bid or contract if a conflict of interest is real or apparent to a reasonable person.
 - 2. Conflicts of interest arises when there is a beneficial interest in the vendor firm selected or considered for an award, either for financial or family gain through the show of favoritism.
 - 3. The Organization's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or from a vendor, potential vendor, or from the family or employees of a vendor, potential vendor or bidder.
 - 4. Private inurement is prohibited when a private individual may benefit when the Organization pays more for goods and services than they are worth.
- C. Selection. Price should be one of the factors in the procurement of goods and services, but the Organization is not required to take the lowest price if other factors are important to the decision. There should be an objective method for selection, and any factors for evaluation and selection should be listed in the procurement documents. Awards shall be made to the bidder or offeror whose bid is responsive to the solicitation and is most advantageous to the Organization (price, quality and other factors considered). A bid may be rejected when it is in the Organization's interest to do so.
- D. Documentation. At a minimum, procurement records show how organization selected the method of procurement and the contract used, and determined the basis for the cost or price.
- E. Contract Administration. The Organization has a duty to ensure proper oversight and management of procurement actions. The organization is responsible for documenting that terms, conditions and specifications of contracts are met.

Memo

To: City Council
From: Chad Heineken, Fire Chief
Date: 9/13/2022
Re: Grant Funds Approval



It is my recommendation to accept the 2022 Emergency Management Performance Grant, EMS-2022-EP-00004-S01 in the amount of \$18,750.00.

The City of North Pole has participated in the EMPG grant funding since 2015 and has been awarded \$18,750.00 in the 2022 EMPG year spanning from July 1, 2022, through September 30, 2023. These funds are used to pay wages for Emergency Management staff members while performing duties that meet the grant requirements.

Attached with this memo you will find the cover letter and Obligating Award Document form the State of Alaska Division of Homeland Security and Emergency Management.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

**Department of Military and
Veterans Affairs**

Division of Homeland Security and
Emergency Management

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

September 12, 2022

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

RE: 2022 Emergency Management Performance Grant, EMS-2022-EP-00004-S01
State Grant No.: 22EMPG-GY22

Mayor Welch:

We received funds from the Federal Emergency Management Agency (FEMA) under the 2022 Emergency Management Performance Grant (EMPG). We are pleased to award the City of North Pole the amount of \$18,750.00 under this grant.

EMPG performance includes but is not limited to the following:

- Accomplishment of activities identified in the jurisdiction's 2022 EMPG Work Plan
- Update or completion of the Whole Community Input Form (WCIF)
- Development of a local jurisdiction multi-year Training and Exercise Plan (TEP) to be submitted to Division of Homeland Security and Emergency Management by March 1, 2023.
- Participate in the state multi-year Integrated Preparedness Planning Workshop (IPPW) to be held in conjunction with the 2023 Preparedness Conference.
- EMPG-funded personnel should make every attempt to participate in no less than three exercises during the performance period. Exercises may be discussion-based (seminars, workshops, tabletop simulations) or operations-based (drills, functional exercises, full scale exercises). Sponsored opportunities by us may be available during the performance period. Real world events may not always count as exercise participation.
- Continued utilization and work towards adoption and implementation of the National Incident Management System (NIMS). The Alaska Assessment is the required means to report NIMS adoption and implementation.
- Complete the FEMA Independent Study Professional Development Series
- Timely quarterly progress report submissions
- Dollar-for-dollar, local, in-kind match

New for this grant year, the EMPG grant will cover a 15-month period of performance from July 1, 2022 through September 30, 2023. The following years will go back to a 12-month performance period and will follow the federal fiscal calendar. This information will be discussed during the 2022 Grant Kick-Off Meetings. Participation at a Kick-Off Meeting is required.

Mayor Welch
September 12, 2022
Page 2 of 2

EMPG funding allocations to local jurisdictions are a direct result of continued reporting on actual funds spent at the local level on emergency management activities. With that in mind, we encourage reporting all funds spent on emergency management activities even if they exceed the required match.

Federal regulation (CFR Part 200.430) requires charges for federal awards, salaries and wages must be based on records that accurately reflect the work performed, and after the fact determination of the actual total activity of the employee. This includes all funding sources and all hours for the pay period to be accounted for when submitting for reimbursement. The required documentation for reimbursement includes payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of the employee's worked time, amount paid, and copies of the corresponding pay warrants.

Attached is a pre-signed Obligating Award Documents (OAD). Please review the information for accuracy and review any Special Conditions. Please print the document, sign the OAD, and send a scanned copy to mva.grants@alaska.gov within 30 days of subrecipient receipt. Keep a fully executed copy for your records. If the OAD cannot be returned within 30 days due to local jurisdiction policies, a Notice of Intent to Accept Grant Award form must be submitted. If signatory points of contact have changed since submittal of the application, please complete and return a Signatory Authority Form with the signed OAD.

Submitted Funded Staff Worksheets and Annual Work Plans have been reviewed and are approved at the funding amount stated on your OAD. Authorized funded positions are listed in the Project Budget Details.

If you have any questions, please contact the Division Project Manager for this grant, JJ Little, at (907) 428-7019 or by email at jj.little@alaska.gov.

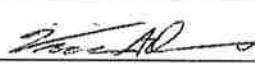
Sincerely,



William A. Dennis
Administrative Operations Manager

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

cc: Chad Heineken, Jurisdiction Project Manager
Tricia Fogarty, Jurisdiction Chief Financial Officer

State of Alaska Division of Homeland Security and Emergency Management Under US Department of Homeland Security Federal Emergency Management Agency Grant Programs Directorate					Page 1 of 1		
					FEDERAL AWARD DATE		
					August 23, 2022		
					FEDERAL GRANT PROGRAM		
					2022 Emergency Management Performance Grant		
OBLIGATING AWARD DOCUMENT					FEDERAL GRANT NUMBER		
					EMS-2022-EP-00004-S01		
REGIPIENT NAME AND ADDRESS		PERFORMANCE PERIOD		AMENDMENT		CFDA: 97.042	
City of North Pole 125 Snowman Lane North Pole, AK 99705		FROM:	July 01, 2022	AMENDMENT #:	#	AWARD AMOUNT	
		TO:	September 30, 2023	EFFECTIVE DATE:		\$18,750.00	
		STATE PROGRAM NUMBER				22EMPG-GY22	
UEI NUMBER	WFLFBAG5SN9		FUNDING ALLOCATION				
EIN	92-6001585		ORGANIZATION	\$18,750.00			
METHOD OF PAYMENT	Electronic	PLANNING				EXERCISE	
		TRAINING				EQUIPMENT	
PURPOSE OF AWARD							
Federal Awarded Amount, Organization Funds: \$18,750.00 Minimum Required Local Match, Organization Funds: \$18,750.00 Total Program Amount: \$37,500.00 Final Report Due: November 15, 2023							
GRANT TERMS AND CONDITIONS				GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS (all previous Grant Requirements, Assurances and Agreements still apply)			
All previous Grant Terms and Conditions still apply.				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)]			
SPECIAL CONDITIONS (Grant funds cannot be expended until these conditions have been met. See Obligating Award for details)							
None							
AGENCY INFORMATION							
ADDRESS	Division of Homeland Security and Emergency Management PO Box 5750 JBER, AK 99505-5750			WEBSITE	http://ready.alaska.gov		
				EMAIL	mva.grants@alaska.gov		
				PHONE	907-428-7000		
				FAX	907-428-7009		
STATE PROJECT MANAGER	PHONE	FAX	EMAIL				
JJ Little	(907) 428-7019	(907) 428-7009	jj.little@alaska.gov				
AGENCY APPROVAL				RECIPIENT ACCEPTANCE			
NAME AND TITLE OF APPROVING AGENCY OFFICIAL				NAME AND TITLE OF AUTHORIZED RECIPIENT OFFICIAL			
William A. Dennis, Administrative Operations Manager				Michael Welch, Mayor			
SIGNATURE OF APPROVING AGENCY OFFICIAL				SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL			
		DATE 8-12-22				DATE	
FOR STATE USE ONLY							
Division File Number:				Date Returned			
Fund	Unit	AR Unit	Object	Activity	Function	Program	PPC
1004	2001	099180010	7001	2012	22 EMPG NP	2EMPG2022	GYEMPG

Program Requirements

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

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

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

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

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

(F) The jurisdiction shall comply with Federal Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990.* Per *Executive Order 13166*, the jurisdiction will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. The jurisdiction is required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 – 8305). *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism. *Executive Order 13224* prohibits transactions with and support to organizations associated with terrorism. Energy Policy and Conservation Act, National Environmental Policy Act (NEPA) of 1969 and the Coastal Wetlands Planning, Protection, and Restoration Act of 1990 (as applicable.) The USA PATRIOT Act of 2001, Trafficking Victims 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 its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

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

1. Administrative requirements
2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*
<https://ecfr.io/Title-2/Part-200>

2. Cost Principles
2 CFR Part 200 Subpart E *Cost Principles*
[Title 2 Part 200 Subpart E - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-E)

3. Audit Requirements
2 CFR Part 200 Subpart F *Audit Requirements*
[Title 2 Part 200 Subpart F - Code of Federal Regulations \(ecfr.io\)](https://ecfr.io/Title-2/Part-200/Subpart-F)

- A. **Federal:** The applicant agrees that, as a condition of receiving any federal financial assistance, a Single audit of those federal funds will be performed, if required by law, and further agrees it will comply with all applicable audit requirements.
- B. **State:** If the applicant is an entity that received state financial assistance the applicant shall submit to the State coordinating agency, within one year after the end of the audit period, an annual audit report covering the audit period as required by 2 AAC 45.010.
- C. Subrecipients identified as "non-compliant" by the Alaska Dept. of Administration, Division of Finance, Single Audit

Coordinator shall be subject to the following grant payment restrictions:

1. The Division of Homeland Security & Emergency Management (DHS&EM) will not process grant payments of any nature directly to the subrecipient.
 2. Subrecipients will be required to fully comply with the Single Audit requirements as specified by the Alaska Dept. of Administration, Division of Finance, Single Audit Coordinator.
 3. Subrecipients will provide compliance evidence to DHS&EM from the state audit coordinator before any payment will be processed.
 4. DHS&EM may process On-Behalf-Of (OBO) payments to vendors for costs directly associated to the scope of work on approved awards.
 5. Performance periods will not be extended due to a subrecipient's failure to comply with Single Audit requirement.
 6. Payments made in error to subrecipients that are "non-compliant" must be repaid to the State of Alaska within 90 days of receipt of notice from DHS&EM.
4. Procurement and Contracts. Contracts must be of a reasonable cost, generally be competitively bid, and must comply with Federal, State, and local procurement standards. Detailed requirements for eligible procurement methods and contract types can be found in 2 CFR Part 200 Subpart D. The applicant agrees to review and follow procurement and contract requirements necessary for compliance with the grant program. Further, the applicant understands that failure to comply with these requirements may result of loss of funding for the entire project.
- A. Debarred/Suspended Vendors. As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, the applicant certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this award been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
 5. Domestic Preferences for Procurement. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its FEMA award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
5. Conflict of Interest
2 CFR Part 200.112 – the jurisdiction must disclose in writing to DHS&EM any potential conflict of interest per the applicable Federal awarding agency policy in the award's performance period.
6. False Claims Act, Program Fraud Civil Remedies, and Mandatory Disclosures
- A. 31 U.S.C. §3729, no recipient of federal payments shall submit a false claim for payment.
 - B. 38 U.S.C. §3801-3812, details the administrative remedies for false claims and statements made.
 - C. 2 CFR Part 200.113 – the jurisdiction must disclose, in a timely manner and in writing to DHS&EM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the award.
7. Technology Requirements
28 FR Part 23, Criminal Intelligence System Operating Policies
8. Research and Development (R&D) Requirements
Grants awarded to DHS&EM are not R&D
9. Duplication of Benefits
2 CFR Part 200, Subpart E, Cost Principles
10. Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. §5121-5206, and Related Authorities, where applicable.

11. Reducing Text Messaging while Driving.

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

12. Reporting of Matters Related to Recipient Integrity and Performance

If the total value recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R Part 200, Appendix XII.

13. Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R Part 170, Appendix A.

14. SAFECOM

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

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

16. State Requirements

Alaska State Procurement Code AS 36.30, AS36.30.005--.030 <http://www.akleg.gov/basis/statutes.asp#36.30>

Alaska Administrative Code Title 2 Chapter 12, 2 AAC 12.74. [DOC Frame Page \(state.ak.us\)](http://www.state.ak.us/docFramePage.htm)

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

EMPG Program Terms and Conditions

The total allocation of the 2022 Emergency Management Performance Grant awarded to the State of Alaska Division of Homeland Security and Emergency Management (DHS&EM) is \$3,569,365.00 under *Federal Grant EMS-2022-EP-00004-S01*, Catalog of Federal Domestic Assistance (CFDA) #97.042. The City of North Pole has been awarded \$18,750.00, which shall be used to support organization activities essential to emergency management and community preparedness. The performance period of this grant award is July 1, 2022 through September 30, 2023. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO and State program guidance. The City of North Pole cannot sub-grant any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures supporting the organization staffing work plan will be made, or a request for de-obligation of funds must be submitted.

(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 20 days of the end of the performance period when the *Final Performance Progress Report* is due.

(B) The City of North Pole shall be familiar with the requirements and restrictions of the 2022 Emergency Management Performance Grant Guidance and State Grant Guidelines. By signing the Obligor Award Document, the City of North Pole certifies it has read, understood, and accepted these documents as binding.

(C) Changes to Award: All change requests must be submitted in writing, or electronically to the DHS&EM project manager, accompanied by a narrative justification and budget/spending plan, for review and approval. Changes must be consistent with the organization category and federal grant guidelines. Requests for changes will be considered only if the reporting requirements are current and terms and conditions have been met at the time the request for the change is made. Changes in the staffing work plan, 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 the project manager/director, or release of special conditions may result in an amendment to this award. No category allocations are authorized, only de-obligation of funds.

(D) Reporting Requirements: The City of North Pole shall submit timely quarterly *Performance and Financial Progress Reports*. Quarterly *Performance and Financial Progress Report* forms are located electronically at <http://ready.alaska.gov/grants> and may be reproduced. Use of outdated forms will not be accepted and may delay timely reimbursements. The quarterly reports are due:

Number of Scheduled Reports Due	Jurisdiction Performance Period	Performance and Financial Progress Report Due Dates
1	07/01/2022 – 09/30/2022	10/20/2022
2	10/01/2022 – 12/31/2022	01/20/2023
3	01/01/2023 – 3/31/2023	04/20/2023
4	04/01/2023 – 06/30/2023	07/20/2023
5	07/01/2023 – 09/30/2023	10/20/2023
6	FINAL	11/15/2023

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

Quarterly Performance Progress Reports shall describe the status of the organization category expenditures; compare actual accomplishments to the objectives established for the reporting period in the organization timeline, report reasons for deviation, and justification for timeline adjustment requests. *Performance Progress Reports* must support the *Financial Progress Report*. Include any significant events or activities. Progress must be reported relative to identified organization activities and milestones stated in the jurisdiction's application. *Financial Progress Reports* shall describe the status of the funds; show encumbrances, and receipts of program income and cash or in-kind contributions to the project. The *Final Performance Progress Report* is a summary report, evaluating organization expenditures staffing work plan activities and measuring performance against emergency management goals and objectives for the entire performance period, and is required in addition to the last quarterly report. *After-Action Report/Improvement Plans* (AAR/IP) are required within 30 days of the conduct of an exercise.

(E) Signatory Requirements: The primary signatory official, project manager and financial officer are the only ones allowed to sign the original obligator award document and any amendments as listed on the *Signatory Authorization Form*. Delegates may sign the quarterly and final reports, however, the signatures of the project manager, signatory official and the financial officer must be three different signatures.

(F) Reimbursements: Submit on the *Financial Progress Report* form. Reimbursement shall be based upon authorized and allowable salary expenditures consistent with narrative and grant guidelines, and submission of timely quarterly *Performance and Financial Progress*

Reports. 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 certified payroll or time sheets, etc.) and proof of payment (account ledgers or voided checks showing proof of payment cleared)

Personnel Costs: Payroll reports or timesheets signed and certified that capture the employee's name, position, payroll time period, breakdown of all hours charged to each allocation to total 100% of employee's worked time, amount paid, and copies of the corresponding pay warrants, are acceptable. Completion of the *Optional Financial Work Sheet for Identifying & Certifying Program Costs Worksheet* available at <http://ready.alaska.gov/grants> may be submitted in lieu of the above documentation for reimbursement of personnel costs. Staff may not self-certify their own time and wages. The City of North Pole shall retain all supporting payroll records including time and attendance records signed by the employee and supervisor and copies of warrants as per the Recordkeeping Requirements in Section H and ensure they comply by 2 CFR 200.430 and 2 CFR 200.431.

(G) Record Keeping 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.

(H) DHS Access: The jurisdiction shall keep all records, accounts, documents, information, facilities and staff available for DHS access as required per DHS Specific Acknowledgements and Assurances.

(I) Performance Measures: Quarterly *Performance Progress Reports* shall demonstrate performance and progress relative to all-hazards, emergency management operations staffing, and other tasks in support of emergency management. Staffing activities must be linked to achieving goals outlined in the Emergency Management Performance Grant (EMPG) Work Plan.

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

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

1. Unwillingness or inability to attain program goals
2. Unwillingness or inability to adhere to Special Conditions
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 that do not meet federally required management standards

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

(M) Termination for Convenience: Any program may be terminated upon convenience, in whole or in part, for the convenience of the government. The Department of Homeland Security FEMA and DHS&EM, by written notice, may terminate this grant, in whole or in part, when it is in the government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed.

(N) The City of North Pole understands FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed under this award; and (b) any rights of copyright to which City of North Pole purchases ownership with federal support. The City of North Pole agrees to consult with DHS&EM and FEMA regarding any patent rights that arise from, or are purchased with this funding. The jurisdiction also agrees to obtain DHS's approval through DHS&EM for any DHS seal (s), logos, crests or flags used in association with federal grants.

(O) As a condition of receiving FFY 2022 EMPG funding, the City of North Pole must ensure and maintain adoption and implementation of National Incident Management System (NIMS). The Alaska Assessment is the required means to report NIMS adoption and implementation.

(P) The City of North Pole must update or complete the Whole Community Input Form (WCIF) by June 30, 2022.

(Q) The City of North Pole must attend the 2023 Preparedness Conference.

(R) The City of North Pole must attend the state's Multi-Year Integrated Preparedness Planning Workshop (IPPW), to be held in conjunction with the 2023 Preparedness Conference and develop a local jurisdiction Multi-Year Training and Exercise Plan (TEP) to be submitted to DHS&EM by March 1, 2023.

(S) EMPG-funded personnel should make every attempt to participate in no less than three exercises (discussion-based or functional) during the performance period. DHSE&EM sponsored opportunities will be available during the performance period. Real world events may not always count as exercise participation.

(T) The City of North Pole staff funded by the 2022 EMPG must complete the FEMA Independent Study Program Professional Development Series by June 28, 2023.

(U) The state will review expenditures with quarterly report ending March 31, 2023 to ensure funds are being adequately spent. If not, the state may de-obligate some or all the remaining funds. Fourth and fifth quarter funds will not be reimbursed until this review is completed.

(V) No funds will be reimbursed until City of North Pole fiscal and programmatic representatives attend a 2022 Grant Kick-Off Meeting to be held by teleconference in November, 2022. Activity towards grant acceptance and projects may take place prior to Kick-Off meeting attendance.

I certify that I have read and understand the Grant Terms and Conditions, and the Grant Requirements, Assurances and Agreements, in accordance with this award and acknowledge and agree to comply with applicable provisions governing DHS&EM and the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff as authorized by the City of North Pole.

Project Manager's Signature

Chief Financial Officer's Signature

Signatory Official's Signature



Project Budget Details **2022 Emergency Management Performance Grant** **North Pole, City of** **Reported Revision 0**

PBD #	Expense Category	Solution Area	Discipline	Budgeted Cost	PBD Amount Spent	PBD Balance
1	Plan.Org	Prog: Dev,Coord,Imp,Eval	Emergency Management	State: \$0.00	\$0.00	\$0.00
<input type="checkbox"/> EHP		<input type="checkbox"/> Canceled		Federal: \$18,750.00	\$0.00	\$18,750.00
Item: Salary and Benefits						
Description: Salary and Benefits for Emergency Management Personnel						
Investment:						

	Adjusted Grant Total	Total PBD Allocations	Total Expenses	Summary Balance
State:	\$0.00	\$0.00	\$0.00	\$0.00
Federal:	\$18,750.00	\$18,750.00	\$0.00	\$18,750.00
Grand Total:	\$18,750.00	\$18,750.00	\$0.00	\$18,750.00

Mission:

Increase local economic opportunity, promote business relationships, improve the quality of life in and awareness of the North Pole area

Mail:

NPCCC
PO Box 55071
North Pole, Alaska
99705

Social Media:

Web:
northpolechamber.us
FB: Northpolechamber

2022**Board of Directors****President**

Misty Posekany

Secretary

Pastor Brad Rogers

Treasurer

Tiffany Piser

Director

*Rita Heselton
Howard Rixie
Barbara Haney
Allison Rhine
Wendy Brandon
__Open Seat__*

Focus Areas

- 1.) Organization, communication, and consistency
- 2.) Building our membership and bringing the community together
- 3.) Meaningful/consistent events



9 September 2022

Mayor Welch & Council Members
City of North Pole
125 Snowman Ln
North Pole, AK

Greetings from the North Pole Community Chamber of Commerce (NPCCC). Our current board of directors wishes to assure you our organization has found a renewed purpose and commitment to achieving our mission. We hope you are inspired by the direction we are going and our energy.

Within the September 6, 2022 City Council meeting you attempted to address an open matter regarding the Bed Tax funds distributed to us in 2021, with the issue tabled to the September 19th meeting. We are offering the following as a means to concentrate solely on that subject and the related facts.

2021 Bed Tax Distribution.

October 29, 2020 – NPCCC application for 2021 Bed Tax funds submitted, \$35,000 (\$25K New Cabin Capital Campaign+ \$10K Advertising & Events).

December 7, 2020 – Resolution 20-09, authorized distribution of \$24,885.36 in bed tax funds to NPCCC, (\$20,000 New Cabin Capital Campaign+ \$4,885.36 Advertising & Events).

Request: Council accept/endorse the \$20K received for purposes of building a new Visitor Center, and NPCCC's assignment of those funds into a New Cabin Capital Campaign fund as a completed milestone with regard to their 2021 Bed Tax request; and further acknowledge/endorse the execution of any bed tax funds distributed to the NPCCC for the purposes of building a new Visitor Center be extended through the end of 2023 fiscal year.

Intent: Use the subject funds, future bed tax funds yet to be requested/approved, corporate sponsored grants and any other NPCCC reserve funds to build a multi-purpose Welcome Center, ideally completed by October 1, 2023, situated within the Safeway North Pole Mall complex.

A list of related facts and other supporting documents have been attached.

Myself and fellow director Howard Rixie will attend the September 19th City Council meeting and will be available to speak to this matter in whole.

Respectfully

Misty Posekany

President, NPCCC

Supporting Materials:

Tab 1 – NPCCC Application for City of North Pole Bed Tax Funds, Oct 2020

Tab 2 – City of North Pole Resolution 20-09

Tab 3 – City of North Pole Code Excerpt -- 4.09.025 Bed tax grant distribution.

Tab 4 – 2022 Bed Tax Distribution

Tab 5 – Safeway Mall Plat Plan 401-1993-157-001: – Target Welcome Center Location (Lot 3 Carve Out)

Tab 6 – NPCCC Cabin Concept-Design

Supporting Facts:

- Initial Distribution (90% 2021 Bed Tax Funds) Received – \$22,396.82 _____ 2021
- \$4,885.36 was spent against Advertising & Events expenses; and \$20,000 was set aside in New Cabin Capital Campaign fund
- 2021 Bed Tax Completion Form _____ 2021
- Final Distribution (10% 2021 Bed Tax Funds) Received -- \$2,488.54, _____ 2021
- NPCCC Application for City of North Pole Bed Tax Funds, Oct 2021 Requested \$28,460
- City of North Pole Resolution 21-?? Approved NPCCC \$4,255.61
- Initial Distribution (90% 2022 Bed Tax Funds) Received – \$3,830.05 _____ 2022
- 2022 Bed Tax Completion Form TBD 2022
- Final Distribution (10% 2021 Bed Tax Funds) Received -- \$425.56, TBD 2022
- New NPCCC Board of Directors took over in January 2022.
- NPCCC collaborated with Ed Daml/Northern Pioneer Realty & CEI (Central Environmental Inc) to tear down the old visitor center cabin. Scheduled for September 12, 2022
- NPCCC will be releasing a press release on the event, and announcing the property is up for sale. Ed Daml/Northern Pioneer Realty will donate his services to facilitate the sale. Land value: \$15K
- May 2022. NPCCC – identified a portion of North Pole Plaza (Gavora Inc) complex as a proposed site for the new Welcome Center and began negotiations with Mr. Matt Gavora to carve out/acquire the parcel.
- June 10, 2022. NPCCC requested City of North Pole Council to support the efforts to construct a new Welcome Center, to be situated in the North Pole Plaza (Gavora Inc) complex, by transferring ownership of property (Lot 1F2 Santa's Village, Pan 518620) owned by the City to the Chamber, for the purposes of exchanging said property with Gavora Inc, for the parcel and future location of the Welcome Center; and other related matters. City declared this option as a no-go due to other city prevailing plans.
- July 11, 2022, NPCCC requested City of North Pole Council to support the efforts to construct a new Welcome Center, to be situated in the North Pole Plaza (Gavora Inc) complex, by adopting a roadway adjacent to proposed site, as a City road, and in exchange Gavora Inc, would grant the NPCCC a \$1/30 Yr long term lease of the parcel and future location of the Welcome Center. Response was delayed until

August 16th Council Meeting; and along with other related matters... City opted to not put the issue on the agenda. Rationale – City estimated snow plowing cost for new road \$15K a year.

- August 26, 2022. NPCCC requested City of North Pole Council to consider at the September 6th meeting the use of NPCCC's 2021 Bed Tax Funds, beyond FY2021, in support of building the new cabin.
- September 6, 2022. City of North Pole Council considered NPCCC's request regarding 2021 Bed Tax Funds. Request was tabled to September 19th Council Meeting.
- In 2020, the NPCCC began a campaign to raise capital sufficient to build a new Visitor Center cabin, with an estimated cost of \$70-80K. The subject bed tax funds were requested to go towards this campaign.
- NPCCC's 2021 Bed Tax funds application did not state the new cabin was going to be constructed in 2021.

- **Welcome Center**

- **Purpose:** It'll be the Welcome - Business Center.
 1. Welcome tourists and new residents.
 2. Spot Light local businesses
 3. Provide a meeting place for locals to use
 4. Host up-and-coming businesses, with weekly pop-ups
 5. Host mentoring workshops (Small business, Labor Development, etc.)
 6. Pavilions will allow for folks to grab an outside lunch or small family gathering.
- **Building:** 20 x 28 single story log cabin, 560 Sq Ft, with 6 ft porch frontage (Similar to W. Madden cabin near Santa Claus House)
 - Interiors room: 6x9 ADA bathroom, 5x6 Storage, and great room (476 sq ft)
 - Walls dedicated to NP History, Businesses, Service Organizations
 - Conference room table with TV & Video capabilityOutside structures: two 10x10 pavilions and picnic tables; and three flag poles on a walkway
- **Finances:**
 - Goal: Build the cabin with little to no new money, by soliciting local trade businesses to donate funds, labor, and/or equipment, with NPCCC paying for building materials.
 - 1. Solicit NP City Council to leverage city resources/services for the expressed purpose of exchanging it with Gavora Inc, for a portion of NP Plaza Lot 3 to be assigned to NPCCC and dedicated toward the Welcome Center.
 - 2. Build the cabin at a projected cost of \$125/Sq Ft or \$70,000
 - 3. Use previously allocated (2021, \$20,000) Bed Tax funds, funds from old cabin land sale (~\$15K), residual of current (2022, ~\$4,255) bed tax funds, and (2023) Bed Tax Funds
 - 4. Solicit corporate sponsorship/grants
 - 5. NPCCC will be reactivating its State of Alaska Gaming Permit, and employing it with a local Operator. Income from this permit will likely generate \$10-30K per year.
- **Timeline:**
 - Acquire land – 2022 summer. Not achieved. Postponed through Dec 2022
 - Plumb utility hook-ups and lay foundation before snowfall (NLT 30 Sept 2022). Not achieved. Postponed through May 2023.
 - Complete construction by 2023 Labor Day – with ribbon cutting celebration.
- **Staffing:**
 - Traditionally, the Visitor Center has been open from Memorial Day through Labor Day. It was manned by part-time employees and volunteers.

With a well heated new facility, the Welcome Center will be able to be open year-round – adding that much more to what the Welcome Center brings to the community.

There are several senior citizens who have a vast historical knowledge of the greater NP area, who are looking for opportunities to be more active, and volunteer in their community. NPCCC plans on tapping into these resources to staff the Welcome Center, much like what the USO does.

There are several up & coming businesses who will be encouraged to spotlight their business within the Welcome Center, in exchange they'll help with manning the Welcome Center.

- **Facts Indirectly Related:**

- Gavora Inc has had a number of serious queries on the undeveloped lots of the NP Plaza compound, i.e., Lots 3, 4 & 5. The roadway running through these parcels was a point of contention. The belief is if the roadway was a city serviced road, these lots would be more enticing to prospective new businesses.

- Blackhawk has provided an estimate on the affected roadway to bring it up to standards, as currently surfaced (mostly paved, partially graveled) (\$10K); and \$500-750 each time plowed/graded, with an estimated \$9K annually.

- Without adoption as a City road, Gavora Inc would require roadway variances in order to carve out the Welcome Center parcel out of Lot 3 – per FNSB.

- Lots 7 & 8 are subject to annual flooding in the spring, primarily due to drainage from the Richardson Hwy off-ramp. Gavora Inc has been waiting patiently for DOT to rectify the issue.

- Gavora Inc has offered their surplus of fill material staged in southwest corner of Lot 1, for the purposes of raising the grade of the Welcome Center parcel.

- **3-Bears Initiative**

- The Mayor has presented a possibility of the 3-Bears corporation dedicating a portion of their targeted location toward a Welcome Center, with a further possibility of building the center for us.

- NPCCC has contacted 3-Bears VP Steve Mierop. He stated the Mayor gave them a thumb nail of what we had in mind, and they were interested in helping us out. He requested NPCCC submit a more detailed plan/design of what type of square footage we would be seeking. Our dialog with them did not have any inferences of anything being free – to the contrary, they mentioned a need to address rental fees. More to come.

- It has been stated, 3-Bears is pushing to break ground early next spring, with hopes of opening their store in October 2023. This timeline does not include the completion of the other entities or housing envisioned for that area of NP.

- This initiative has been portrayed as a means to establish a new NP City Center versus the existing one – which most could say is anchored in the North Pole Plaza. While this transition may very well take place, it will not evolve in a mere year or two.

- NPCCC recognizes we are facing a significantly important window of growth opportunity; and is compelled to be the greatest ambassador for commerce in the North Pole area. To be the most empowering enabler, North Pole needs the Welcome Center now; and it needs to be in the heart of the city!

- NPCCC is thoroughly convinced the Welcome Center project should be completed within a year; and should be located in the current city center.

- Should the businesses and homes envisioned in the Busby/Richardson Hwy area materialize as planned, and the demand for NPCCC services become more prevailing in that area NPCCC would examine having an alternate location.

**HOTEL/ MOTEL TAX
DISCRETIONARY FUND GRANT
CITY OF NORTH POLE
2020 APPLICATION**

The Tax on the daily rental of hotel and motel rooms levied by North Pole Municipal Code 4.09.020 and is for the primary purpose of funding services for the promotion of the tourist industry and other economic development in the City of North Pole. Applicable organizations may submit a discretionary grant application and proposal no later than October 30, 2020, for fund distribution in early 2021. Applications that are not completed in full may not be considered and only one application per organization will be accepted. Requests for the following cannot be supported: loans, deficits, debt reduction, endowments, scholarships and health and social service activities. A committee will be appointed by the Mayor with City Council concurrence to review the proposals and make recommendations no later than the first regular meeting in December 2020.

Applicant must provide the following information

1. Name of organization: North Pole Community Chamber of Commerce
2. Contact person: Beth Durbin Email: bethctmh@gmail.com and almp@ak.net
3. Phone Number: 907-460-3226 OR 907-590-3334 Fax: NONE
4. Address: PO Box 55071
5. City: North Pole State: Alaska Zip Code: 99705

Current Board of Directors

- 1: President – Beth Durbin
- 2: Vice President – Stacy Harvill
- 3: Treasurer – Ed Daml
- 4: Bonnie Colelli – Member
- 5: Anne Dean – Member
- 6: Sharon Beeman – Member
- 7: Dodie Rixie – Member
- 8: James Hunter – Member
- 9: Barbara Haney – Member

Are you a nonprofit under the laws of Alaska? **Yes**

Taxpayer Identification Number (TIN) **92-0101213**

Alaska Business License #291835 **City Business License #2252**

Prior Hotel-Motel funding received by your organization

2020: \$16,804.00

2019: \$12,727.55

2018: \$18,473.55

2017: \$18,697.50

Amount of funding requested for dispersal in 2020: \$35,000

Briefly describe the history and goals of your organization.

Established in 1984 the North Pole Community Chamber of Commerce's mission is to enhance local economic opportunity, promote beneficial business relationships, improve general quality of life and increase public awareness of North Pole as a unique community with many assets of value to both visitors and residents.

The chamber's goals are to strengthen the local and state economy through advocacy and action in support of business interests and neighboring military communities, provide venues and opportunities for businesses to gain public exposure, engage in trade and commerce, develop beneficial contacts and support local business through advertising and promoting North Pole as a unique community and destination market place with much to offer residents, potential residents and all travelers who visit our community.

We continue to carry on our mission and uphold our goals by bringing commerce to the City of North Pole and supporting the local business community through advertising, coordinating projects and events and providing a year-round service operating the North Pole Visitor Information Cabin.

Identify measurable goals that will demonstrate the manner in which the proposed project or activity will promote or enhance tourism and/or contribute to the economic growth in the City of North Pole. Please show how use of the funds will contribute significantly to the growth and promotion of North Pole or will be used to supplement a successful on-going program of activities or a new program that will need initial support to accomplish its stated goals.

The North Pole Community Chamber of Commerce, NPCCC, is an advocate and supporter for the City of North Pole, the surrounding communities and our local military bases, Ft. Wainwright Army and Eielson Air Force bases. We are committed to showcasing the community of North Pole and keeping the spirit of Christmas alive year-round and will continue our support of stimulating business growth and promoting tourism by providing the following.

- Advertise for the City of North Pole, local businesses and North Pole community
- Operate the North Pole Visitor Information Cabin
- Coordinate events and projects

These are our continued objectives moving forward into 2021. We have and will continue to advertise for the City of North Pole and the local business community. Advertising is essential to promoting growth and enhancing tourism for the City of North Pole. Advertising increases public awareness of North Pole as a unique community and helps promote North Pole as a worldwide destination marketplace.

Like many organizations and businesses, this year has been a challenging year for the North Pole Community Chamber of Commerce. Plans were made in January and February for upcoming 2020 events and opening the North Pole Visitor Information Cabin in May. Then came March and all the uncertainty of what was to come. When the Alaska/Canada boarder shut down, cruise ships cancelled, air travel postponed, and social distancing was implemented, it became apparent, this was not going to be the easiest of times.

Due to unforeseen circumstances, the North Pole Visitor Information Cabin was not able to open this summer. We were able to continue promoting North Pole by responding to questions, information requests, and promotional materials requests received from local, lower 48 and international phone calls, the internet and the USPS.

In addition to the Covid-19 outbreak, an inspection of the Visitor Cabin uncovered extensive damage inside the building that prevented us from opening. Moving forward our plan is to replace the existing cabin with a new visitor cabin. While the existing cabin, built in the 1960's,

has been maintained and repaired over the years, it is becoming a potential liability. It is not practical to keep pumping funds into a structure that has outlived its useful life and needs to be replaced.

The plan is to construct a 24' x36' log cabin – to include standing loft. We will help keep the spirit of Christmas alive year-round inside and outside with Christmas decor. Operation of the visitor cabin is from Memorial Day to Labor Day. If the replacement cabin included heat, it could be open during winter months for holidays, community meetings, and special events. We have committed resources to help construct a new visitor cabin. Minimum cost for materials is estimated to be \$80,000. We are working on a business plan for fundraising campaigns, which will be available soon.

We feel strongly that the North Pole Visitor Information Cabin promotes and enhances tourism, contributes to the economic growth in the City of North Pole and increases public awareness of North Pole as a unique community to both visitors and residents.

There are only 2 visitor information places along the Alaska and Richardson Hwys. between Canada and Fairbanks; 1 is in Tok and the other is in Fairbanks. North Pole has an opportunity to be a gateway for information for highway travelers visiting Interior Alaska and a venue for local businesses to sell made in North Pole and made in Alaska items. It is a beneficial resource to all who seek information about North Pole, the outlying areas, and the state of Alaska and a valuable asset to the local businesses and City of North Pole.

We are here to carry on our mission and uphold our goals – to support the local business community, bring commerce to the City of North Pole, and promote and enhance tourism. The chamber supports the local businesses and city of North Pole in a variety of ways. Phone calls are consistently answered for information about North Pole, with preference given to our local businesses. We promote North Pole in travel magazines, via email, the chamber website, Facebook, the airport, the train depot, and at Morris Thompson Visitor Center with Explore Fairbanks. We have shared resources with local businesses and the general public about the corona virus and have steered away from putting on local events in hopes of deterring the spread of the virus in our community. As we adjust to the virtual way of life, we will shift our focus to coordinating online events and projects that engage our local businesses and residents and promote the City of North Pole. It is with strong optimism; the corona virus will be brought under control soon and our economy and tourism industry will rebound in 2021.

Provide a budget and a brief narrative detailing the use of the funds for which the organization is applying. The total amount should match the request listed in the application.

Item	Amount
Construction of New North Pole Visitor Information Cabin	\$25,000
Advertising / Events	\$10,000

Total Amount: \$35,000

Narrative: SEE NEXT PAGE FOR NARRATIVE

NARRATIVE:

Construction of New North Pole Visitor Information Cabin: The North Pole Community Chamber of Commerce is **requesting \$25,000 in bed tax funds** to help with construction of a new visitor information cabin. While the existing cabin, built in the 1960's, has been maintained and repaired over the years, it is becoming a potential liability. It is not practical to keep pumping funds into a structure that has outlived its useful life and needs to be replaced.

The plan is to construct a 24' x36' log cabin – to include standing loft. We will help keep the spirit of Christmas alive year-round inside and outside with Christmas decor. Operation of the visitor cabin is from Memorial Day to Labor Day. If the replacement cabin included heat, it could be open during winter months for holidays, community meetings, and special events. We have committed resources to help construct a new visitor cabin. Minimum cost for materials is estimated to be \$80,000. We are working on a business plan for fundraising campaigns, which will be available soon.

We feel strongly that the North Pole Visitor Information Cabin promotes and enhances tourism, contributes to the economic growth in the City of North Pole and increases public awareness of North Pole as a unique community to both visitors and residents. It is a beneficial resource to all who seek information about North Pole, the outlying areas, and the state of Alaska and a valuable asset to the local businesses and City of North Pole.

Advertising & Events: The North Pole Community Chamber of Commerce is requesting **\$10,000 funding from the North Pole Bed Tax** to be used for advertising and putting on events in the City of North Pole. Advertising, coordinating projects and events stimulate business growth, promotes tourism and identifies North Pole as a unique community and worldwide marketplace. Funds are needed to help cover publishing and printing costs, distribution of promotional materials, and event expenses. Our focus will shift to coordinating online events and projects that engage our local businesses and residents and promote the City of North Pole as long as the Covid-19 virus is rampant in our community. Additional continued marketing strategies include working with agencies, locally and abroad, that bring North Pole into the spotlight. The chamber will continue to advertise and promote North Pole in Alaska Travel Magazines, The Milepost, The Travel Guide, and via the Internet, TV, radio, newspaper, USPS, email and phone.

Please provide the following financial information (preferably one page for each document)

- a. Balance sheet for the last fiscal year.
- b. Income and expense statement from the last fiscal year.
- c. Wage and salary information (schedule A) for all employees for current and upcoming year
- d. Projected budget for upcoming year

All successful applicants receiving grant monies from the North Pole Bed Tax fund are required to provide reports on expenditures and accomplishments of goals on forms provided by the Chief Financial Officer (CFO). Applicants who received monies in the previous year must have completed this application and filed it with the City Clerk by the last business day of October of each year.

The grant recipient agrees to acknowledge the "City of North Pole" at the sponsor level of amount received.

Signature of Agent: Bill Eml
Date 10/29/2020

Please include the following items with your submittal:

Application	Balance Sheet
Bed Tax Grant Annual Report (if applicable)	Income & Expense Statement
List of All Sub-grant Organizations (if applicable)	Schedule A – Wage and Salary statement

NOTE: THIS APPLICATION MUST BE RECEIVED BY THE CITY CLERK'S OFFICE NO LATER THAN 5:00 PM ON THE LAST BUSINESS DAY OF OCTOBER IN ORDER FOR THE FUNDING REQUEST TO BE CONSIDERED.

PLEASE SUBMIT THE ORIGINAL APPLICATION AND SEVEN (7) COMPLETE COPIES

**CITY OF NORTH POLE
RESOLUTION 20-09**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL ESTABLISHING THE 2021 CITY
OF NORTH POLE BED TAX GRANT.**

WHEREAS, the purpose of the Bed Tax Grant is to aid in community efforts to contribute significantly to the growth and promotion of the City of North Pole; and

WHEREAS, The Bed Tax Grant is to supplement an ongoing program or aid in a new program that meets the grant guidelines; and

WHEREAS, the City Council has created a competitive process for disbursing bed tax grant monies; and

WHEREAS, 2021 applicants have requested \$96,421 in disbursements; and

WHEREAS, the 2021 allocation for disbursement is \$67,695; and

WHEREAS, all organizations presented to the North Pole Bed Tax Committee on November 23rd 2020; and

WHEREAS, all applicant given points from five areas and after totaling points received by each applicant total points for all applicants were added together. Total funds available were then divided by total points from all applicants thus giving each point a dollars value. Once an applicant reached their total requested amount the remaining balance was distributed to the other applicants equally based on their points received until all funds were distributed; and

WHEREAS, the applicants have been awarded the following amounts for 2021 based on calculations determined by North Pole Municipal Code.

Explore Fairbanks	\$19,200.64
Literacy Council of Alaska	\$1,250.00
Junior Dog Mushers of Interior Alaska	\$7000.00
Alaska Wild Baseball	\$10,000.00
North Pole Chamber of Commerce	\$24,885.36

NOW THEREFORE BE IT RESOLVED, that the North Pole City Council allocates disbursement of the 2021 bed tax grant to be available January 1st 2021.

Sponsored by: Mayor Pro-Tem McGhee
Introduced & Adopted: December 7, 2020

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this
7th day of December, 2020.

Michael W. Welch, Mayor

ATTEST:

Aaron M. Rhoades, City Clerk

PASSED Yes: No: Absent:

4.09.020 Tax levy.

- A. There is hereby levied a tax on the use and privilege of renting a room within the City equal to eight percent of the daily rent charged for each room rented for each twenty-four-hour period, or any portion of that period. This tax is imposed upon all room rentals unless the rental is specifically exempted herein or by other applicable law. The tax is not imposed upon a permanent resident of a room.
- B. It is the purpose and intent of the tax levied under this chapter to raise revenues. To that end, the scope of the tax levied shall be broadly interpreted and exemptions shall be allowed only when the room rental clearly falls within an exemption defined in this chapter. The burden of proving an exemption is on the person claiming the exemption.
- C. The tax levied under this chapter is to raise revenues intended for the purpose of funding services for the promotion of economic development and the tourist industry.
- D. All taxes imposed by this chapter are due and payable at the time of rental and are delinquent if not paid when due. The tax levied in this section shall be paid in addition to any and all other taxes and charges.
- E. The obligation for the payment of the room tax is upon the guest. Every operator providing rentals taxable under this chapter shall collect the taxes imposed by this chapter from the guest at the time of rental and shall transmit the same to the City of North Pole in accordance with the reporting requirements in this chapter. (Ord. 21-20 § 2, 2021; Ord. 14-14 § 2, 2014; Ord. 10-07 § 2, 2010; Ord. 09-14 § 2, 2009; Ord. 09-08 § 2, 2009; Ord. 09-03 § 2, 2009)

4.09.025 Bed tax grant distribution.

- A. Bed tax grant distribution amounts are based on the prior year's audited financials; there will be an administration fee of five percent of the total bed tax collected by the City annually.

Distribution of the remaining bed tax revenues shall be at the discretion of the City Council, which shall distribute the remaining revenues on an annual basis to approved organizations for the prescribed purposes, so long as the organization's purpose and objectives align with NPMC 4.09.020(C) and they have submitted the application before the cutoff date.

- B. Any recipient of funding under this chapter shall execute a contract with the City setting forth terms and conditions necessary to enable the City to assure compliance with the purposes and limitations under this section.
- C. Organizations and agencies will be required to report to the City of North Pole that funds were used exclusively for the purposes stated in the grant application. Ten percent of these appropriations will be withheld until the complete report is filed with the Chief Financial Officer. Prior to receiving any funding under this section, applicants must agree to reimburse the City the full amount of any grant proceeds not used for the purposes stated on the application.
- D. The City Council establishes the following grant guidelines and process for the selection, application and distribution of bed tax funds:
1. The City of North Pole stipulates that applicants must provide and indicate to the Council on the appropriate forms supplied by the City of North Pole the following information:
 - a. If an applicant has the disbursement responsibility for other organizations, they must list all organizations that they represent.
 - b. The applicant must complete the application in its entirety and may submit financial information in their format including:
 - i. Balance sheet for the last fiscal year.

- ii. Income and expense statement for the last fiscal year.
 - iii. Applicant's projected budget for the upcoming year.
 - iv. Wage and salary information for employees for current and upcoming year.
 - c. An applicant must answer questions in the order provided.
2. A successful applicant is required to report to the City of North Pole how bed tax funds were spent. Ten percent of these appropriations will be withheld until a report is filed with the Chief Financial Officer.
- a. All organizations receiving bed tax funds must have completed the bed tax grant report (if applicable) for prior funds distributed, before any additional funds are distributed.
 - b. An organization applying for bed tax funds must be in good standing with the City of North Pole and have completed the bed tax report for the last period of bed tax funds distributed.
3. The City of North Pole bed tax grants cannot support requests for the following:
- a. Loans, deficits, or debt reduction.
 - b. Endowments.
 - c. Scholarships.
 - d. Health and social services activities.
 - e. Entertainment cost or alcoholic beverages.
 - f. Lobbying.
 - g. Legal claims against the City of North Pole.
4. Grant Award Criteria.
- a. Show how use of the funds will contribute significantly to the growth and promotion of the City of North Pole.
 - b. Show how the grant monies will be used to supplement a successful ongoing program of activities or a new program that needs initial support to accomplish its stated goals.
5. Grant applications will be available from the Office of the City Clerk and must be received at the Office of the City Clerk no later than close of business (5:00 p.m.) on the last business day of October of each year.
6. Bed tax grant amounts will be allocated by the North Pole City Council no later than December 31st of the year the applications are due.
7. Scoring Proposals from Applicants.
- a. The Mayor shall create a committee to review all applications and give recommendations to the Council for allocation amounts.
 - i. Committee members may not serve on a board or have a controlling interest in any of the organizations applying for City of North Pole bed tax funds.

- b. All applicants who have turned in their applications on time and have completely filled them out will be given no more than ten minutes to pitch their proposal and answer questions.
- c. Each individual scorer will be given only one hundred points to allocate to the desired applicants. Once all applicants have presented, each applicant's score will be averaged. The point value given to an applicant shall be the percentage of the total bed tax grant amount to be awarded, after the City's administration fee of five percent.
- d. The Bed Tax Selection Committee shall meet on the last Tuesday of November or before the first of December to hear proposals from applicants. (Ord. 21-20 § 2, 2021; Ord. 15-23 § 2, 2015; Ord. 15-15 § 2, 2015; amended during 2015 reformat; Ord. 14-14 § 2, 2014)



City of North Pole

Office of the City Clerk

125 Snowman Lane

North Pole, AK 99705

(907)488-8583

Fax (907) 488-3002

City of North Pole

Bed Tax Committee

The committee met on Tuesday, November 30th, 2021 at 7:00 pm via Zoom.

Committee Members:

Mayor Welch

Council Member Welch

Council Member Claus

Council Member Keller

Benjamin Williams

Jeff Jacobson

Wanda Adlesperger

*All of the committee members were present at the meeting.

Presentations and amount requested:

The Literacy Council of Alaska	\$1250
Santa's Letters	\$10,652
North Pole Community Chamber of Commerce	\$28,460
Explore Fairbanks	\$30,380

The committee was tasked with distributing \$46,787.61 in Bed Tax Revenue.

- After hearing the presentations and asking questions of the presenters, the committee unanimously agreed to the following:

Literacy Council	\$1500
Santa's Letters	\$10,652
NPCCC	\$4255.61
Explore Fairbanks	\$30,380

\$46,787.61

NOTES

- FLOOD DATA. ZONE 4 AREAS OF 500-YR FLOOD AREAS OF 100-YR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100-YR FLOOD, AS PER F.R.M. REVISED JAN. 2, 1992.
- SOILS DATA. THE SOILS DATA FOR THIS AREA WERE TAKEN FROM THE USDA SOILS MANUAL NUMBER 25 AND INCLUDE THE FOLLOWING:
- BR BROADWAY VERY FINE SANDY LOAM
SC SANDHURST VERY FINE SANDY LOAM

CASEMENTS

- A 15 FOOT WIDE STRIP OF LAND IS HEREBY GRANTED WITHIN, AND ACROSS EACH LOT AS DETERMINED NECESSARY, BY THE UTILITY COMPANIES FOR THE INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL OF YARD POLES.
- A 35 FOOT RADIUS KEY AT EACH POLE LOCATION AS NECESSARY FOR SUPPORTIVE DEVICES.
- THE UTILITY COMPANIES SHALL HAVE THE RIGHT TO REMOVE ANY ENCROACHMENTS OR OBSTRUCTIONS TO THE NEARBY UTILITY LINES ADJACENT TO OR ON THE MARGIN OF THE EASEMENT. SUCH TREES SHALL BE IDENTIFIED BY THE UTILITY COMPANIES.
- AN EASEMENT IS HEREBY DEICATED WITHIN ALL LOTS FOR THE CROSSING OF ANY UTILITY LINES ADJACENT TO THE LOT.

CERTIFICATE OF PAYMENT OF TAXES

THE UNDERSIGNED BEING DULY INFORMED AND QUALIFIED BY COL-
LECTING RECORDS, DEEDS, MORTGAGES, ETC., AND BY THOROUGHLY
GOING THROUGH THE RECORDS OF THE FARMBANKS NORTH STAR
COUNTY, HAS THE FOLLOWING DECEASED PROPERTY AS CARRIED ON THE
RECORDS OF THE FARMBANKS NORTH STAR COUNTY, MINN.:
DECEASED: Wm. A. & M. A. W. 1/2 Sec. 27, T. 12 N., R. 22 E., S. 2 N.
AND THAT ACCORDING TO THE RECORDS IN MY POSSESSION ALL TIMES
BEFORE THE DEATH OF THE DECEASED THE FARMBANKS NORTH STAR
COUNTY DEEDS ARE NOT DELINQUENT.
I, 1922, AT FARMBANKS, ALASKA, ON THIS 24th DAY OF June,
1922,
James C. Allen
FARMBANKS NORTH STAR, MINN.

CERTIFICATE OF APPROVAL BY THE PLATTING AUTHORITY

I HEREBY CERTIFY THAT THIS SURVEYON PLAT HAS BEEN FOUND TO
 BE CORRECT AND ACCURATE IN ACCORDANCE WITH THE REQUIREMENTS OF
 THE FARMBURN NORTH STAR BOROUGH PLAT ACT, AND
 THAT SAID PLAT HAS BEEN APPROVED.

APPROVED
 DATE 6-2-22
 FARMBURN NORTH STAR BOROUGH PLAT ACT
 PLATING OFFICER

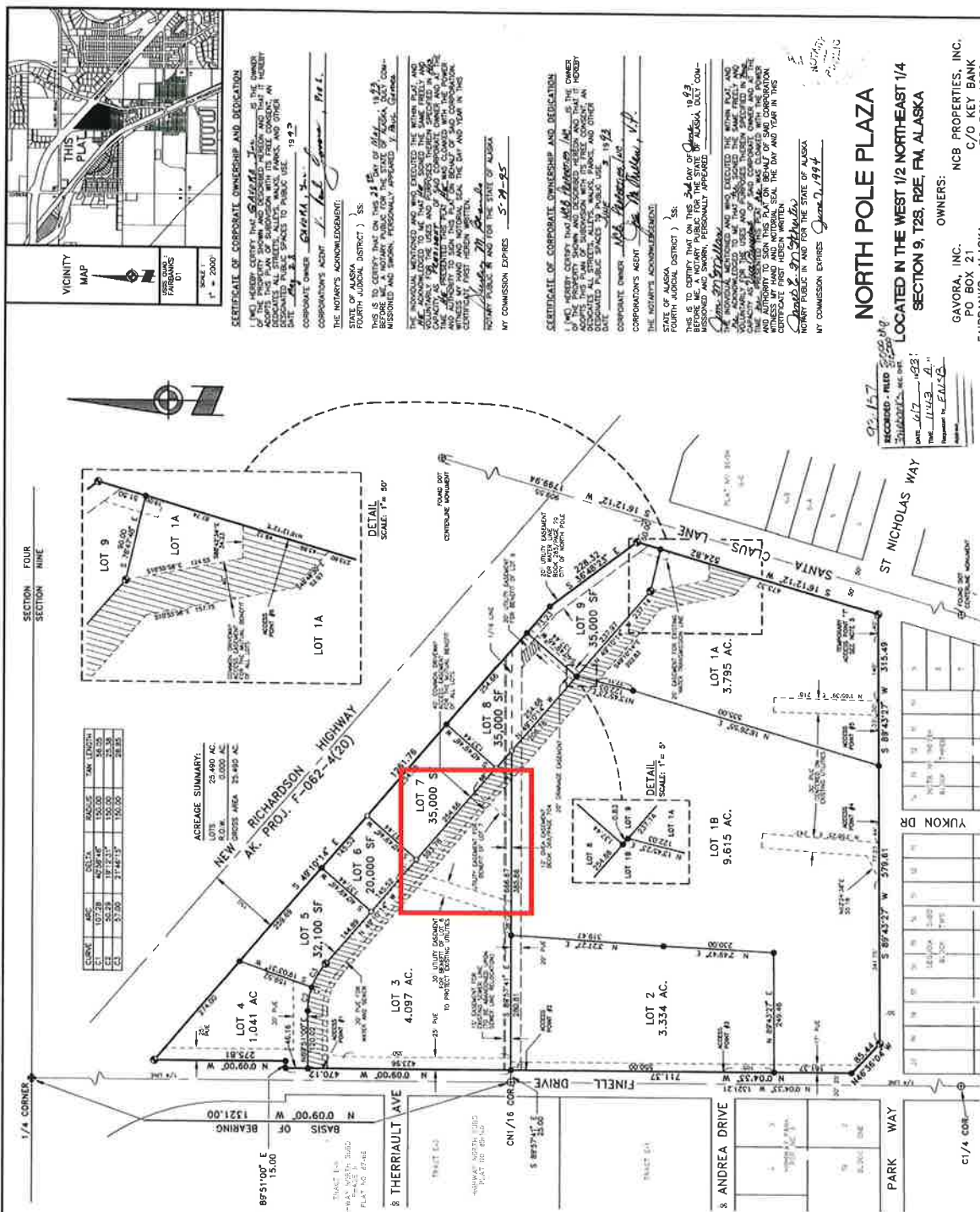
CERTIFICATE OF REGISTERED LAND SURVEYOR

STATE OF TEXAS, COUNTY OF DALLAS, ss. I, _____, a Notary Public in and for said State, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of said County.

TOM ROSAQUI, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF ALASKA, DO HEREBY CERTIFY THIS PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF LANDS ACTUALLY SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION, ACCORDING TO THE STANDARDS SET FORTH IN THE ALASKA SURVEYING ACT, AS AMENDED, AND THE STANDARDS TITLE 17, SUBDIVISIONS, FARBANKS NORTH STAR BOROUGH CODE 17.05.010. THAT ALL MEASUREMENTS AND CALCULATIONS ARE DONE CORRECTLY AND ACCORDING TO THE SURVEYING ACT, AS AMENDED.

D.E.C. APPROVAL CERTIFICATE

11/11/2011 10:47



NORTH POLE PI A7A

LOCATED IN THE WEST 1/2 NORTH-EAST 1/4
SECTION 9, T28, R2E, FM, ALASKA

[illegible]

OWNERS:

GAVORA, INC.

PO BOX 21
BIRMINGHAM AL 35201

FAIRBANKS, ALASKA

五、

571-572

WORLDWIDE

STAINING

ENGINEERS - SURVEYORS

AURORA DRIVE FAIRBANKS ALASKA

