



CITY OF NORTH POLE
Regular Meeting
March 20, 2023
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, March 20, 2023
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

Jeffrey Jacobson – Mayor Pro Tem	907-460-7733
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Anton Keller – Alt. Deputy Mayor Pro Tem	907-987-2548
Chandra Clack	907-460-3767
Aino Welch	907-488-5834
David Skipps	907-750-5106

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 3/6/2023 (Pgs. 2-10)
6. Communications from the Mayor
 - Student of the Month – Jayden Ferro (Pg. 11)
 - NPCCC Update
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
9. Communications from Department Heads, HR, City Clerk and the Borough Representative (Pgs. 12-15)
10. Ongoing Projects Report
11. Unfinished Business
 - None

12. Old Business:

- a. Ordinance 23-04, An Ordinance of the City of North Pole Amending the Harassment Policy for the City of North Pole Employees (Pgs. 16-24)

13. New Business

- a. Resolution 23-05, A Resolution of the North Pole City Council to Donate Engine 24 (Pgs. 25-29)
- b. NPFDP Request to Accept Grant Funds (Pgs. 30-34)
- c. Request to Transition Public Works Part-Time Position to Full-Time (Pgs. 35-36)
- d. NPCPS Request to Accept Drainage Survey Grant (Pgs. 37-63)

14. Council Comments

15. Adjournment



Workshop – NPPD Recruitment & Retention: 5:45 PM
Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.

A regular meeting of the North Pole City Council was held on Monday, March 6, 2023, in the North Pole City Hall Chambers.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, March 6, 2023, to order at 7:00 p.m.

Present:

Jeffrey Jacobson – Mayor Pro Tem
DeJohn Cromer – Deputy Mayor Pro Tem
Anton Keller -Alt. Deputy Mayor Pro Tem
Chandra Clack
Aino Welch
David Skipps

Absent/Excused:

None

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Ms. Welch

APPROVAL OF AGENDA

Ms. Welch *moved to* approve the agenda of March 6, 2023

Seconded *by* Mr. Skipps

On the agenda

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Cromer, Keller, Welch

No: 0

Absent: 0

APPROVAL OF MINUTES

Mr. Jacobson *moved to* approve the minutes from the 2/27/2023 meeting

Seconded by Ms. Welch

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipp, Jacobson, Cromer, Keller, Welch

No: 0

Absent: 0

COMMUNICATIONS FROM THE MAYOR

- The Mayor spoke about his time in Juneau and Anchorage with Councilwoman Welch and Director of City Services Mr. Wallace. They talked to people with HMH and 2 Bears Environmental consultations after the Juneau AML conference. Coming up tomorrow is a climate action committee where you can give public testimony regarding the EPA's plan for the non-attainment region, he will be there to give testimony. Starting the 27th he will be with soldiers at Fort Wainwright participating in an active exercise. He and Mr. Wallace will be working on a grant application for the water project that is due the 17th of March.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

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

- Tom Philips, Facilities Director with Gavora Inc., was with us to talk to the Council about Gavoras' proposal to move the sewer lines on the NP property.
- Howard Rixie was here to talk about the NPCCC luncheon this month and to request someone attend the NPCCC luncheon in April to talk elections. Mr. Rixie also spoke in support of the sewer line move by Gavora Inc.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- He taught a DT class this weekend for a girl's soccer team. He said that despite many of the girls dreading it, they ended up having a good time with lots of giggles and learned a lot about personal safety.
- The governor just reappointed him to the Alaska Police Standards Council and he said that he is an honor and a privilege to be doing that again. He said that the board does tremendous work and that they have a lot of work ahead of them on modifying police standards across the state. He thanked Governor Dunleavy for that appointment. He also thanked the Mayor for allowing him to sit on that board as well.
- They just completed the first active shooter course for the department. It was part of the professional development plan for the officers. This course will be completed at the beginning of new officers training from now. They will also be hosting some of the fire department personnel doing some initial briefings and discussions on RTF, Rescue Task Force. The eventual outcome after more training and equipment will

be that the fire department personnel will be able to assist in an active shooter situation, allowing them access to the 'warm zone' after the shooter has been disarmed to attend to the wounded. He thanked Lt. Smith for getting the program up and running and the fire department for their participation.

- The new addition to the police department building is having sewer back ups again. He has been working with Mr. Wallace and the contractor to get the problem solved. It will be dug up this summer and hopefully dealt with once and for all.

The Mayor asked if Stanton is aware and cooperative to the sewage situation that they are having.

- Chief Dutra said yes, they are aware and the department is just trying to mitigate the situation until it can be resolved this summer.

Mr. Jacobson recommended to the Chief the company that the City of Fairbanks uses to pump their waste oil separator tanks.

Fire Department, Chief Heineken

- Chief Heineken apologized to the Council for missing last week's meeting.
- He shared that the new fire engine that is being built for the city is coming along very rapidly now. He said it is exciting to see it looking like a truck now and not just piles of metal like it did in the initial pictures. He and Cpt. Hamlin will be traveling the last week in March to check it out and do the pre final inspection before they button it all up. It is on target to be finished the last week in April and he will make another trip down there then to do the final testing. The completed truck should make it here the beginning of the summer. The timing is ideal, taking possession of a new truck and having to deal with the training in the middle of winter is very difficult, so this works out well. The process will have taken 2 years from start to finish.
- They have made conditional job offers to fill the 2 positions that are open. Annabelle Austin and Krystel Marino. They are finishing the conditions of the offer and both should be coming on board this month. They will be at full staff with these 2 new people. He said that the numbers of the people applying for their positions is a lot lower than it used to be, but he is happy that they are still able to keep the numbers up and aren't having the staffing issues that the police department is.
- Chief Heineken met with Carl Johansson, of Johansson, Wing architects about the plan for the prospective new facility. He was able to give Mr. Johansson a tour of the current facility and really walk him through the department's needs for the new one. The lots that they have planned to use, behind Taco King and where the department annex is currently located are going to be a good fit with plenty of room for the new facility.

Mr. Keller shared that he will be representing the city at the FNSB assembly meeting on Thursday and asked the Chief if he has anything that he would like to share regarding the Two Rivers fire department.

- Chief Heineken said that their position is that there are going to remain completely neutral on some of the controversy that is going on. He said that they fully support any fire department and would support them when they get up and running. He said the community is very torn about the department and people who are both for and against having a fire department. Chief said that he has let Two Rivers and the borough Mayor know that he will remain neutral on this topic and that he and the department will support whichever decision is made.

Mr. Keller also asked about the engine that the department will be retiring soon and if the process for donating it has been started yet.

- Chief Heineken said that the process has not been started yet, that the Council can expect to see a request to them to approve the donation plan of the engine soon. He has developed a process that would be used and a committee that would receive and review applications and to choose a city/organization that would be receiving the engine. Although he will be a part of the committee, he will not have a vote in who receives the engine. The city code currently requires that we send our retired assets to auction, so the Council can expect that request to them to use this avenue instead. The last truck that we sold at an auction we received only \$4200 for, a new engine is approximately \$1.8 million, so he feels that we should do the best thing and give this engine, that still has life left in it, to a small community fire department.

Ms. Clack asked how many people will be on the committee.

- Chief Heineken said to not quote him on this, but it will consist of: a Council Member, a few personnel from the fire department, a fire chief from a neighboring department, a citizen from the City and a few others. He would like there to be at least 5 individuals.

Finance, Tricia Fogarty

- Ms. Fogarty was not with us tonight.

Director of City Services, Danny Wallace

Special Topics

- **Request for City Assumption of Sewer Line on Gavora Property**
 - We reviewed and discussed this request with Matt Gavora a few weeks ago. From our perspective, we do not recommend assuming control of that line, regardless of the condition. This is on private property and will result in additional maintenance burden on the City. Our sewer utilities operate at a deficit each year and this would add additional costs (and no revenue) to our requirements.
 - **We do not support this request.**
- **Grant Writer Master Services Agreement with Two Bears Consulting (TBEC)**
 - The Mayor and I have met with TBEC on several occasions, reviewed their proposal, and have determined that this is the best solution to gain assistance with grant research. This support will include monthly scanning and discussions on opportunities and North Pole input on which opportunities to pursue (TBEC will begin research only if we request). Given that we do not have the depth/expertise to constantly scan emerging grant options and this will provide needed help to address our priorities.
 - The cost (~\$8k per month) is consistent with other firms and this is a month to month agreement that can be discontinued when needed.
 - We plan to use this organization to seek funding for the City's priorities to include the Fire Station (\$20M), Interior Training Facility (\$6M), Water Main Replacement (\$28M), Brookside Park Utilities (up to \$5M), and the Combined Heat and Power Plant (\$110M). We are actively

pursuing options for funding for those priorities (at the state and federal level) and last week, I personally submitted two applications to fund the Water Main to the State Revolving Fund and Federal RAISE grant program.

- We support this Agreement.

Building Department

- We recently received building permit/inspection requests for the following projects:
 - Wescott Pool Renovation - \$8.1M
 - The Church at North Pole – cost TBD
- Melanie Swanson completed a one-week training class, Utility Financial Management Training, sponsored by the Tanana Chiefs Conference. This training is focused on small utility policy/procedures for accounting and finance issues. This is part of our efforts to train and professionalize our Utility management efforts.

Public Works Department

- We continue to have problems with the NPPD annex – the sewer line has frozen three times this year. We are working with the builder (Rod Stanton) on a long term solution. In the interim, we've taken steps to keep the line open and have been able to call Big Foot Pumping and Thawing for support. The bill for all actions required (short and long-term) will be paid by Stanton.
- We continue to push snow away from the roads throughout City in anticipation of future snow falls. Things continue to go well and the weather continues to cooperate.
- We received the final paperwork for our Drainage Survey Grant (\$46k) and we will begin that project in the next few weeks. This will help support planning to address chronic flooding throughout the city. We anticipate actions to include redoing our culverts in low areas, drainage catch basins and other changes in the City as a result, but we're awaiting the results of the survey to make changes. We anticipate feedback and planning information by mid-summer 2023.

Utility Department

- No significant utilities issues over the last week.
- Our Master Services Agreement with Respec (approved during the last Council session) is in the process of being signed.

The Mayor asked what the possibility this year is with Hubbard (our current snow plowing contractor) to help mitigating the amount of snow stacked around in the city?

- Mr. Wallace that there is already a plan to remove snow from various sections of the city. Hubbard has a designated area to haul the snow to already. Mr. Wallace said that they will be looking at the idea again around mid-March and identify the areas that need snow removed.

Mr. Jacobson asked where those low areas in the city that are prone to flooding are.

- The clerk brought up a city map and Mr. Wallace identified a few areas of concern.

The Mayor shared that flooding seems to happen a lot along the old Holiday road, over off of 4th, 5th and 6th. Also area of Ford 2 subdivision and Stillmeyer. Everything flows toward Homestead then north from there.

Mr. Keller asked about the sewage problems in the police departments new wing. Asking if the problems were by design or the execution of that design.

- Mr. Wallace said yes, both. There was an initial Design Alaska design, but then made a last-minute change to the design of that sewer drainage and the pipe freezes up. They will know more when they dig it up this summer.

Ms. Welch asked about the Gavora proposal and if we were going to discuss it more.

- Mr. Wallace and the Mayor agreed that the proposal to take over the sewer pipes under the Gavora property was not something that the Public Works management/City wants to take on.

Human Resources, Ellen Glab

- Ms. Glab is out on maternity leave.

Borough Representative

- There has not been a borough meeting since our last meeting.

City Clerk's Office, Melissa Dionne

- The website is moving along, we are in the final migration stage and training should be scheduled soon along with the first look at the completed site.
- Ms. Dionne started a training hosted by the Rural Utility Business Advisory group through the State of Alaska last week, it will continue throughout this week. The training is called Elected Officials Management of Rural Utilities.

Mr. Jacobson had a question about the City code and where it can be found.

- Ms. Dionne walked through the steps that you would go through on the city website to find the code.

ON GOING PROJECTS

- None

New Business

- Ordinance 23-04, An Ordinance of the City of North Pole Amending the Harassment Policy for the City of North Pole Employees

Mr. Jacobson *moved* to amend the Ordinance with a substitute policy

Seconded *by* Ms. Clack

On the Ordinance with the substituted policy

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Clack, Skipps, Jacobson, Cromer, Keller, Welch

No: 0

Absent: 0

- Approval of Master Services Agreement with Two Bears Environmental Consulting, LLC.

Mr. Jacobson *moved* to approve the agreement.

Seconded *by* Ms. Welch

On the Agreement

DISCUSSION

None

PASSED

Yes: 6 – A. Welch, Skipps, Jacobson, Cromer, Keller, Welch

No: 1 - Clack

Absent: 0

COUNCIL COMMENTS

- Ms. Welch asked that everyone continue to be safe out there and offered a thanks to the contractor in the city for the hard pack removal in her neighborhood. She also thanked the city workers and police and fire doing their darndest to keep everyone safe.
- Mr. Skipps reminded the Council that the APOC deadline for filling financial statements is coming up soon.
- Ms. Clack said that Mr. Skipps stole what she was going to say tonight.
- Mr. Keller offered his thanks to the department heads that we have with the city, not only for the thoroughness of the reports that they give but also for the enthusiasm that they bring. Both to the meetings and any time that he meets with them, the enthusiasm of not only where we are as a city, but where we can go as a city. He said that enthusiasm trickles down, to the employees under them, they feel that excitement too and it makes them want to be a part of something grander. Before the meeting Chief Dutra talked about what we can do to invite good officers to come and apply to work here and he feels that those ideas also include other departments for the city. He feels that some of the change that we have had lately, the new harassment policy and the coming together to oppose the Manh Cho mine project that we are trying to gather together people, a community, that is really about unity. We are hearing a lot of things about divisions and I think that here in North Pole we are trying to be unified. We are trying to get those pieces together and we have come along way since he has been with the Council. He said it is very interesting and an awesome experience, we are getting puzzles together here, now what else are we missing? His invitation to the residents is come help us be that part, help us with what we are missing. He loved that we had the citizens comments tonight, what can we do to better the environment for businesses to come in? The continued growth is something to look forward to, he is excited for it. He's excited for good change.
- Mr. Cromer thanked Mr. Skipps for the APOC reminder, he totally forgot about it.
- Mr. Jacobson shared a story about APOC. Years ago he forgot to put his address on his forms and ended up with a very large fine. He was able to plead his case, but still ended up paying a decent fine. He said that he was shocked it was that aggressive, so don't miss your deadline and make sure that everything is filled out correctly. He also thanked Mr. Skipps for the reminder. He said that he has heard a lot of talk

about police wages the last 6-7 years in Fairbanks. He said when he heard the police chief say that police officers start at \$28 an hour that he was really shocked, in this town you can go to work at Wal Mart or McDonalds for \$20 an hour and they require no skills or special training. He said that with that low of a wage that we really need to think hard about what we can do to raise that and to do things that will attract people to come and work here. It seems like yesterday that we were working on budgets but we are in a very cutthroat environment when it comes to recruiting workers at any level and usually it is a big win when you hire someone because the hiring pool is very small and difficult. He thanked everyone's support on the substitution ordinance tonight he asked everyone to please read it over and if there are any changes, we can make changes at the next meeting. He said that he is really excited that he has this policy in place. He said he is also very excited about the Wescott pool rehab that the borough is starting soon, it is an \$8 million dollar investment in our community. He said he is happy that they are going to fix the waterslide that has been out of commission, he helped get the initial federal funding for that slide years ago when he was the mayor. He said that he was not very popular down at the borough after that because of the additional money that had to be paid for upgrades to the facility before the slide could be installed. He shared that he has been getting emails from an individual that would like to paint a mural here in North Pole. This individual is looking for a place to install it and it would cost the city \$3000-5000 to sponsor the project. He said he is not sure if DOT would allow us to have a mural under the overpass on Santa Claus lane, he feels that would be a good canvas. He said he is just throwing that out there, that it can be worked on over the summer and that we can talk more about it at the next meeting.

- The Mayor reiterated that tomorrow night at the University there will be public testimony on the EPA air quality issue. He encouraged the public to attend if possible. He said that he has been getting emails about construction in the city for the summer season and what is coming up. In regard to other issues, Helping Alaska finished distributing the CARES act monies the city had given to them, they distributed all of the money before February 1 this year.

ADJOURNMENT

Ms. Welch *moved* to adjourn at 8:22 PM.

Seconded by Mr. Cromer

The regular meeting of Monday, March 6, 2023, adjourned at 8:23 PM.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, March 6, 2023.

ATTEST:

Melissa Dionne, City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Jayden Ferro is a senior at North Pole High School and is the son of Melanie Adams.

WHEREAS, while Jayden is not involved in any designated official school activities, he is an amazing and dependable young man, who cares greatly about being a good example for those around him.

WHEREAS, Jayden maintains excellent grades, cares about his future and looks out for those that need him. Jayden is a caring and thoughtful person and always puts his family first.

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

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

*North Pole City Council
High School Student of the Month
For March 2023.*

ATTEST:

*Melissa Dionne
City Clerk*

Senior Deficit Scoring												
Options	Executive Indicators											
	Financial Performance (FY 20)				Customer Satisfaction				Productivity / Operational Efficiency			
	Current	Real	Mid-term	Mid-term	Current	Real	Mid-term	Mid-term	Current	Real	Mid-term	Mid-term
Revenue Carriers	1	3	4	5	3	3	3	3	4	4	4	4
Combine Senior and Mid-level Budgets	3	3	3	2	NO	3	2	2	2	2	2	2
Customer / Productivity Rate Increases	1	1	3	8	4	4	2	2	1	2	2	1
5 Senior Rate Increase	8	2	1	1	5	4	2	2	1	2	2	1
1 Senior Averaging Changes	5	3	1	2	9	4	3	2	1	2	2	1
8 Increase FFR	3	2	0	2	3	3	3	3	1	2	2	2
Decrease Senior Exceptions	3	1	4	8	22	4	4	4	4	1	2	8
Self Utility	3	1	1	2	12	1	1	1	1	1	1	1
Wall and Size	2	1	1	2	3	2	2	2	1	1	1	1



Approach: To identify potential options to address this, we formed a working group with individuals from Utilities, Utilities Accounting, Finance, and City leadership. We began bi-weekly discussions in Feb 2023.

Top Three Recommended Options:

1. Delay decision until next budget cycle
2. Additional overarching sewer rate increase
3. Commercial/Industrial rate increase

Bottom Line: We currently need to wait and see the effects of the March 1st water/sewer rate increases.

Sewer Deficit Scoring

Options	Financial Advantage for City					Customer Satisfaction					Feasibility (ease of implementing)?					Burden on City (Financial/Administrative)				
	Danny	Paul	Melanie	Michelle	Mayor	Danny	Paul	Melanie	Michelle	Mayor	Danny	Paul	Melanie	Michelle	Mayor	Danny	Paul	Melanie	Michelle	Mayor
1 Increase Customers	1	1	4	1		7	2	1	4	3	10	4	4	3	4	15	3	3	4	4
2 Combine Sewer and Water Budgets	2	3	3	2		10	3	2	4	2	11	2	2	4	3	11	4	3	4	3
3 Commercial / Industrial Rate Increases	1	1	1	1		4	4	2	4	2	12	2	2	2	3	9	2	2	3	1
4 Sewer Rate Increase	1	2	2	1		6	4	2	2	1	9	1	2	2	3	8	2	2	3	1
5 Cease Averaging Charges	1	3	3	2		9	4	3	4	2	13	1	2	4	3	10	2	2	1	2
6 Increase FRR	1	2	2	2		7	3	2	4	2	11	1	2	1	3	7	2	2	2	2
7 Decrease Senior Exemptions	2	3	4	3		12	4	4	4	4	16	1	3	1	3	8	2	3	3	1
8 Sell Utility	2	4	4	3		13	4	4	4	4	16	4	4	4	2	14	4	3	3	3
9 Wait and See	2	1	1	1		5	2	2	1	1	6	1	1	1	1	4	1	1	1	1
	13	20				33	30	22			52	17	22			39	22	21		

Wait and See	1	Wait until next budget cycle
Sewer Rate Increase	2	Done in March 2023
Commercial / Industrial Rate Increases	3	Explore
Increase FRR	3	Explore
Cease Averaging Charges	4	Limited impact
Decrease Senior Exemptions	5	Limited impact
Increase Customers	6	Mayor/Danny
Combine Sewer and Water Budgets	6	Admin Change only
Sell Utility	7	Not recommended

City Services Staffing Discussion

Additional full-time Public Works employee: Recommend transitioning one part-time position to full-time status, beginning in May. This change would “right-size” our workforce to ensure staffing is aligned with requirements, helps balance our PW team, and helps address future City growth needs.

Public Works Summer Hires (two slots): This year, we would like to hire two summer hires to augment the PW staff. This has been successfully implemented in previous years and helps ensure summer tasks (beautification, maintenance, parks/trails upkeep) continues to occur. Additionally, these individuals will assist with our summer projects list.

Municipal Government Intern (one slot): Our third summer hire position (we budgeted for three) would be a paid internship. This would involve both clerical work and experience with all the key positions within City staff. This 10-12 week program would include 32 hours of work and 8 hours of job training/shadowing (i.e, spending a day with the Mayor, City Clerk, Finance, Fire Dept, Police Dept, Utilities, PW, etc). This may provide a venue to obtain new City employees. Applicants must be 19 years old, a high school graduate, but do NOT have to be enrolled in College. This would be an initial test of this concept.

Summer Projects List

- City Hall parking lot resurfacing and space layout adjustments
- Retaining wall (City Hall)
- Trail sign reinstallation
- Overhead sand/gravel cover
- Playgrounds maintenance
- Light pole refresh
- City Services file digitization
- Downtown streetlight installation
- Doughchee Bridge planning
- Drainage study
- Flood mitigation
- Sewage outfall project
- Trashcan fabrications
- Many others

City Services Organization

Utilities

Supervisor

Utilities
Assistant

Utilities
Assistant

Utility
Operator

Utility
Operator

Public Works

Supervisor

PW
Assistant

PW
Assistant

PW
Laborer

Shift this position to full time

Summer
Hires

Building

Accounting

Billing

Utility
Accounting
Specialist

Utility Billing
Clerk

■ Full Time
■ Temp/Part Time

ORDINANCE NO. 2023-04

**AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
HARASSMENT 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 up to date with its
protections for its 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 section 291: Sexual Harassment, are hereby
amended in the North Pole Code of Ordinances as follows: [new text in red,
deleted text in ~~strikethrough~~] see attached.

~~2.36.291 Sexual harassment.~~

~~A.— The City will maintain a work environment free of sexual harassment. In
accordance with that philosophy, unwelcome sexual advances; requests for
sexual favors; sexual demands; or other verbal, physical or visual conduct of a
sexual nature will constitute sexual harassment when:~~

~~1.— Submission to the conduct is either an explicit or implicit term or
condition of employment;~~

~~2.— Submission to or rejection of the conduct is used as a basis for an
employment decision affecting the person rejecting or submitting to the
conduct;~~

34 3.—The conduct has the purpose or effect of unreasonably interfering
35 with an affected person's work performance, or creating an intimidating,
36 hostile or offensive work environment;

37 4.—Third Party Situations. One individual is offended by the sexual
38 interaction, conduct or communications between others.

39 B.—The City bases its determinations relative to employment, training,
40 compensation and promotions on job-related qualifications in compliance with
41 equal employment opportunity laws and regulations, which prohibit
42 discrimination based on sex. Federal and State laws make sexual harassment
43 unlawful. Just as we do not tolerate violations of other laws in our workplace,
44 we do not tolerate violations of the laws prohibiting sexual harassment.

45 C.—The City believes that all employees are entitled to a workplace free of
46 harassment, and expects that all employees will treat each other and our
47 customers with courtesy, dignity and respect. We take our obligation to
48 maintain a workplace free of harassment very seriously. Sexual harassment is
49 a form of misconduct which constitutes a serious offense and subjects
50 offenders to disciplinary action, up to and including discharge.

51 D.—Employees who experience or witness sexual harassment in the workplace
52 must report it immediately to the Human Resources Administrator. If that is
53 the person who is harassing the employee, the employee may approach any
54 other member of the City Council. All allegations of sexual harassment will be
55 investigated. To the extent possible, the employee's confidentiality and that of
56 any witness and the alleged harasser will be protected against unnecessary
57 disclosure. When the investigation is completed, the employee will be informed
58 of the outcome of that investigation.

59 E.—The City will permit no employment-based retaliation against anyone who
60 brings a complaint of sexual harassment or who speaks as a witness in the
61 investigation of a complaint of sexual harassment. (Ord. 22-09 § 2, 2022; Ord.
62 98-12 § 2, 1998)

63
64 **Section 3. Effective Date.** This ordinance shall become effective upon signing.
65

66 ADOPTED THE ____ DAY OF March 2023.

67

68

69

70

71 ATTEST:

72

73

74 _____
Melissa Dionne, City Clerk

Mayor Michael W Welch

PASSED/FAILED

Yes:

No:

Absent:

2.36.291 Bullying and Harassment

- A. The City intends to provide a safe workplace free of harassment or bullying.
- B. All City of North of North Pole employees and members of the City Council shall complete Harassment and Anti Bullying training in their first day of employment/election and will be required to update this training annually.
- C. Workplace Bullying
Definition of Bullying-The repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:
 - 1. Threatening, humiliating, or intimidating behaviors.
 - 2. Work interference/sabotage that prevents work from getting done.
 - 3. Verbal insults.
- D. *Examples* - The following types of behavior are examples of bullying:
 - 1. Verbal bullying. Slandering, ridiculing, or maligning a person or his or her family; persistent name-calling that is hurtful, insulting, or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
 - 2. Physical bullying. Intentionally or recklessly pushing, shoving, kicking, poking, tripping, blocking, cornering assaulting or threatening of physical assault, causing damage to a person's work area or property.
 - 3. Gesture bullying. Nonverbal gestures that convey threatening messages.
 - 4. Exclusion. Intentionally and repeatedly socially or physically excluding or disregarding a person in work-related activities necessary to perform their job duties.

In addition, although every allegation shall be evaluated within the full context it takes place the following examples may constitute evidence of bullying in the workplace:

- 1. Persistent singling out of one person without just cause.
- 2. Shouting at an individual in public or in private.
- 3. Using obscene or intimidating gestures.
- 4. Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- 5. Personal insults and use of offensive nicknames.
- 6. Public Humiliation in any form.
- 7. Public reprimands.
- 8. Constant criticism on matters unrelated to the person's job performance.
- 9. Repeatedly and falsely accusing someone of errors.
- 10. Deliberately interfering with mail and other communications.
- 11. Spreading rumors and gossip regarding individuals.
- 12. Encouraging others to disregard a supervisor's instructions without the authority to do so.
- 13. Intentionally manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot reasonably be met, giving deliberately ambiguous instructions).

14. Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
15. Deliberately excluding an individual or isolating him or her from work-related activities necessary to perform their job duties.
16. Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property).

Individuals who feel they have experienced bullying shall promptly report this to their supervisor or Human Resources before it becomes severe or pervasive. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the City of North Pole to take appropriate action.

E. Sexual Harassment

1. The giving or withholding of tangible job benefits based on granting sexual favors (*quid pro quo*) and any behavior or conduct of a sexual/gender-based nature that is demeaning, ridiculing, or derisive and results in a hostile abusive, or unwelcome work environment constitutes sexual harassment.
2. Unlawful discrimination/harassment of employees of any type, on or off duty, based on sex/gender, subtle or otherwise, shall not be tolerated and violators will be subject to disciplinary action up to and including termination.
3. Retaliation or reprisals are prohibited against any employee who opposes a forbidden practice, has filed a charge, testified, assisted, or participated in any manner in an investigative proceeding or hearing under this policy.
4. Employees accused of sexual harassment and facing disciplinary action shall be entitled to receive notice of charges, the evidence against them, and an opportunity to respond before any disciplinary action may be taken.
5. Records and proceedings of sexual harassment claims, investigations, or resolutions are confidential and shall be maintained separate and apart from the employee's personnel file.
6. All employees, supervisors, and management personnel shall receive training on the sexual/gender harassment policy and grievance procedures during orientation and in-service training.
7. Intra-office dating. The very nature of the work environment fosters the potential for the development of interpersonal relationships or romances. Such romances often result in successful, long-term relationships however, workplace romances also raise various potential workplace issues, ranging from jealousy and retribution to poor morale, poor job performance, and sexual harassment claims.
8. Employees are not prohibited from dating or entering into consensual relationships except dating/consensual relationships are prohibited between employees when one employee has supervisory authority over the other employee.
 - a. Employees shall not make romantic advances or pursue romantic relationships during work hours. Because the City may face workplace disruptions and exposure to legal liability when workplace relationships go awry, all personnel are required to disclose romantic relationships with other employees to Human resources and the City Attorney. The City Attorney shall not be required to further disclose the relationship but may require the individuals to sign a *statement of consensual relationship* to limit employer liability and help prevent the potential for sexual harassment lawsuits.

9. Criminal Touching.

- I. The intentional unwanted touching of the breasts, buttocks or genitals of another
- II. Forced sexual abuse.

F. Racial Harassment

- 1. Verbal or written racial slurs, epithets, jokes, comments, or words.
- 2. Remarks to a person that contain racial, derogatory, or demeaning implications.
- 3. Sabotage of work or projects when associated with other forms of racial harassment.
- 4. Racially oriented graffiti.
- 5. Verbal, written, or physical expressions of hatred due to race.
- 6. Display or distribution of racially oppressive or demeaning objects, pictures, literature, magazines, cartoons, posters or images.
- 7. Harassment involving objects or items historically or stereotypically associated with race.
- 8. Unwelcome physical contact, close physical proximity or looks when associated with other forms of racial harassment.

G. PROHIBITED CONDUCT (Types of Harassment and Workplace Bullying). The following acts are prohibited:

- 1. Any unwelcome advances made by an employee who unsuccessfully attempts reconciliation with an employee with whom a romantic relationship has occurred after the employee has been advised that the advance is not welcome.
- 2. Any deliberate, unwanted, or unwelcome behavior of a sex/gender-based nature, whether verbal, non-verbal, or physical after the employee has been advised that the behavior is not welcome.
- 3. Any verbal or written derogatory racial comments, jokes or slurs or expressions of hatred due to race creating a hostile or unwelcome work environment
- 4. Any transmission of derogatory or offensive material or remarks via electronic communications by employees, supervisors or management personnel.
- 5. Any verbal, physical or gesturing bullying or exclusion that creates a hostile or unwelcome work environment.
- 6. Sexual Harassment: The two major categories of sexual/gender harassment are:
 - a. *Quid Pro Quo*, or the granting or conditioning of tangible job benefits or the granting of sexual favors.
 - b. Creating a hostile or unwelcome work environment.

H. REPORTING AND INVESTIGATION. (See Grievance Procedures 2.36.322)

I. TYPES OF CORRECTIVE ACTION. Any employee who is being sexually or racially harassed, or bullied or who has personal knowledge of clearly offensive conduct shall address the issue either through the formal or informal processes described below:

1. Informal Action.

- a. Employees who are experiencing an unwelcome or hostile work environment if they so desire, choose to address that unwelcome behavior/conduct informally by notifying the individual responsible for the behavior of the behavior that is objectionable, that the conduct/behavior is unwelcome, and that future similar behavior will result in a formal complaint. Employees experiencing sexual or racial harassment or workplace bullying are not required to use the informal process and may file a formal complaint if they so desire (see Grievance Process).
- b. This notification may be:
 1. Verbally, in person.
 2. In writing, signed or unsigned.
 3. Through a supervisor, verbally or in writing. The victim may:
 - i. Ask the supervisor for assistance in determining what to say and how to approach the offending employee.
 - ii. Request the supervisor to accompany the victim when the victim gives the offending employee notice.
 - iii. Ask the supervisor to give notice to the offending employee, accompanied by the victim.
 - iv. Ask the supervisor alone to provide notice to the offending employee.

2. Formal Action.

- a. Employees who are experiencing an unwelcome or hostile work environment or who have been subjected to *quid pro quo* type sexual harassment, shall address that unwelcome behavior/conduct through the formal remedial process.
- b. Formal complaints shall be in writing and specify:
 - a. The identity of the victim.
 - b. The identity of the offending employee.
 - c. The offensive behavior that the employee engaged in.
 - d. The frequency of the offensive behavior.
 - e. Damage the victim suffered because of the offensive behavior.
 - f. How the victim would like the matter resolved,
- c. The victim will be allowed a reasonable amount of time during work to prepare a formal

complaint.

- d. The victim shall submit formal written complaints to their immediate supervisor who shall forward the complaint to Human Resources and the Mayor. If the immediate supervisor is the employee engaging in offensive behavior, the formal complaint shall be submitted to the next highest supervisor, the department head, the Mayor, or designee.
- e. An immediate investigation will be conducted by individuals not involved in the complaint as designated by the Mayor. This investigation may include a supervisor, a member of the Public Safety Department, and another Department / Administrative level employee of the City but may require the assistance of trained staff from another municipality or public agency.

J. DISCIPLINARY ACTION. Employees found guilty of sexual or racial harassment or workplace bullying will face disciplinary action up to, and including, termination based on all the circumstances of the case, as well as the offending employee's work history. Any disciplinary action shall be subject to review as set forth in 2.36.320

K. CONFIDENTIALITY. *(See Section 8: Grievance Procedures / Confidentiality)*

L. VICTIM PROTECTION.

- 3. Individual complaints, either verbal or written, are confidential except as needed to address the complaint.
- 4. Victims of alleged sexual or racial harassment or bullying shall not be required to confront the accused outside of a formal proceeding.
- 5. The accused shall not contact the victim regarding the alleged harassment.
- 6. Retaliation or reprisals are prohibited against any employee who opposed a practice forbidden under this policy, or who has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.
 - a. Any employee engaging in prohibited retaliatory activities shall be subject to disciplinary action up to and including termination.
 - b. Retaliation is an additional and separate disciplinary offense.
 - c. Retaliation shall be evaluated within the full context of any allegation and may consist of, but is not limited to, any of the following:
 - 1. Overt hostility.
 - 2. Exclusion from functions necessary to perform job duties or ostracism.
 - 3. Special or more closely monitored attention to work performance not warranted by work performance.
 - 3. Assignment to demeaning duties not otherwise performed during the regular course of the employee's duties.

M. FALSE or BAD FAITH CLAIMS. False or bad faith claims regarding sexual, or gender harassment shall result in disciplinary action, up to and including termination, against the accuser, and may be referred for potential violations of civil or criminal law.

N. EDUCATION AND TRAINING.

1. Prevention is the best tool for the elimination of sexual harassment.
2. The Human Resource Administrator, or designee, shall provide or acquire for members of boards, commissions, councils, and employees of departments, a training program designed to educate and thereby prevent sexual harassment. This program can be written, virtual, digital, or in-person.
3. All members of boards, and committees. Councils and employees of departments shall receive a copy of this section as part of a mandatory Education and Training session to be conducted the first day of work or election and annually with all members of board committees, councils, and employees of departments.
4. The Human Resources Administrator, or designee, shall notify all members of boards, commissions, councils, and employees of departments, in advance, of each training session, and shall maintain records of all participants.
5. All members of boards, commissions, councils, or employees are subject to this provision.

O. MAINTAINING COMPLAINT FILES.

1. Information related to any sexual or racial harassment or bullying complaint, proceeding, or resolution shall be maintained in a separate and confidential sexual or racial harassment or bullying complaint file. This information shall not be placed or maintained in an employee's personnel file. This file shall be maintained by the Human resources Administrator, or designee and a copy shall be maintained by the City Attorney.
2. Information contained in the sexual or racial harassment or bullying complaint files shall be released only with the written authorization of the victim and the Chief Executive, or designee.
3. Participants in any racial or sexual/gender harassment or workplace bullying proceeding/investigation shall treat all information related to that proceeding/investigation as confidential.

**CITY OF NORTH POLE
RESOLUTION 2023-05**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO
DONATE ENGINE 24**

WHEREAS, Engine 24 has been an in-service fire apparatus with North Pole since it was new in 1993, the apparatus has been of great service to our City and the greater North Pole community, and

WHEREAS, with the purchase of a new fire apparatus arriving in 2023 the fire department will be retiring Engine 24 from service and will not have enough heated storage to retain possession of the older apparatus; and

WHEREAS, it is the wish of the North Pole Fire Department that a community within Alaska, that can show a genuine need for this type of apparatus, be identified through a selection process and that Engine 24 be donated to that community, and

WHEREAS, per City Code 4.19.010E the City Council needs to approve such a plan, and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of North Pole that it approves the transfer of ownership of Engine 24 to a community in need to be identified through a vetting process.

Section 1. Effective date.

This resolution shall become effective immediately upon City Council approval.

PASSED by a duly constituted quorum of the North Pole City Council this 20th day of March 2023.

Michael W. Welch
Mayor

ATTEST:

Melissa Dionne
City Clerk

PASSED/FAILED Yes: No: Absent:

Memo



To: North Pole City Council, Mayor Welch

From: Chad Heineken, Fire Chief

Date: 3/20/2023

Re: Request to Donate City Asset, Engine 24

North Pole Fire Department is requesting permission to donate Engine 24, a 1993 KME fire pumper/tender. We have developed the necessary procedures and criteria to choose a community within Alaska that is in need of this retired fire apparatus.

Engine 24 has been an in service fire apparatus with North Pole since it was new in 1993, the apparatus has been of great service to our City and the greater North Pole community. With the purchase of a new fire apparatus arriving in 2023 the fire department will be retiring Engine 24 from service and will not have enough heated storage to retain possession of the older apparatus. I would estimate this asset to bring \$5,000-\$8,000 if sent to auction. I recommend seeking out other communities within Alaska that can show a genuine need for this type of apparatus and then donate the apparatus.

Per city code 4.19.010E. - Per written recommendation by a respective department head, the Mayor or designee, if the best interests of the public would be served, may transfer any surplus City items or supplies to another governmental or quasi-governmental unit or to a charitable, civic, or nonprofit organization, subject to the following limitations:

1. When the estimated value of the supplies to be transferred exceeds \$1,000 (one thousand dollars), the transfer may be made only after approval by the City Council by resolution.

I hereby recommend the transfer of ownership of Engine 24 to an organization that will be identified through the attached vetting process and ask for City Council approval by resolution.

Respectfully,

Chad Heineken

Fire Chief

North Pole Fire Department

907-488-2232 office

cheineken@northpolefire.org



North Pole Fire Department

125 Snowman Lane - North Pole, Alaska 99705

Phone: 907.488.2232 Fax: 907.488.3747

Retired Apparatus Donation Selection Committee

City of North Pole fire apparatus being considered for donation to another emergency response agency shall use a committee to select from the qualified applications an appropriate agency to receive such donation.

The North Pole Fire Chief shall coordinate and oversee committee meetings as a non-voting member of the committee. The purpose of the committee is to have a non-biased evaluation of all applications and choose the applying agency that will provide the most benefit to its population. The selection committee shall consist of at least 5 voting members from the following list,

- North Pole Fire Chief (non-voting member)
- One full time employee of the fire department.
- One volunteer employee of the fire department.
- One Chief level officer from a fire department within the FNSB that has not applied for donation of the apparatus.
- One City director (other than the fire chief)
- One member of the public who resides within the City of North Pole.
- One of the six Current City Council member.

The Fire Chief shall appoint all committee members using the above criteria and schedule a committee meeting. The Fire Chief shall provide a meeting agenda and all qualified applications to the committee at the beginning of the meeting. Committee members will be given a presentation with full details of the apparatus being donated, along with its current condition and capabilities. Each Committee member will be given a copy of all application for review. After evaluating all applications, the committee may engage in open discussions prior to calling a vote of the committee. If the committee desires to ask clarification questions of the top candidates prior to making a final decision, a second meeting shall be scheduled to allow time for applicants to respond to written questions from the committee. The fire chief shall be the point of contact between the committee and applicants and will provide applicant responses at the second meeting.

Each committee member will vote using anonymous ballot to rank the application using "1" as first choice with each further choice progressing numerically higher. The committee will then total all ballots to determine final ranking, lowest numerical score will be used to determine the winning application.



North Pole Fire Department

125 Snowman Lane - North Pole, Alaska 99705

Phone: 907.488.2232 Fax: 907.488.3747

Retired Apparatus Donation Eligibility Requirements

1. Registered Fire Department with the Alaska State Fire Marshal. Must provide your FDID#
2. Legal authority to provide emergency response to a geographic area within Alaska.
3. Indoor and heated area designated to house the apparatus.
4. Proof of fiscal availability* to provide the following,
 - a. Title, registration and insurance costs
 - b. Heated storage
 - c. Maintenance of apparatus
 - d. Necessary repairs if applicable(*proof of funds availability may be requested prior to title transfer)
5. Formal Request received prior to advertised closing date and time.
6. Formal Request should contain the following,
 - a. Provide a copy of your departments 2023 State of Alaska Fire Department Registration Application.
 - b. Provide a Justification narrative, the narrative should include at minimum the following,
 - i. Provide general description of the fire department (operations, staffing , run volume, etc.)
 - ii. Provide Justification of need
 - iii. Describe the departments current budget
 - iv. Description of the service area boundaries
 - v. Description of all current apparatus
 - vi. Descriptions and locations of all fire stations, identify which station the donated apparatus would be located
 - vii. Description of the fire departments vehicle maintenance program
 - viii. List any apparatus that will be replaced by the donation and provide a description of how that apparatus will be disposed of.
 - ix. Description of your training plan for In servicing the apparatus



North Pole Fire Department

125 Snowman Lane - North Pole, Alaska 99705

Phone: 907.488.2232 Fax: 907.488.3747

The City of North Pole has the following retired pumper/tender available for surplus:

- 1993 KME, Renegade 8 person cab
- Conventional rear drive
- 15,500 Miles
- 3,500 hours
- Detroit 8v92
- Allison 4 speed automatic
- Hale 1500 gpm pump
- 2500 gallon water
- Tires- 11R22.5 rears, 385/65R22.5 fronts, all almost new.
- Runs, Drive and Pumps well, vehicle has been retired due to age.

If you would like to view the apparatus, have pictures sent or obtain more information contact Fire Chief Chad Heineken at 907-488-2232 or cheineken@northpolefire.org

The City of North Pole intends to donate this apparatus to a community within Alaska that has a justifiable need. If your fire department wishes to be considered for a donation provide the following information to Chief Heineken no later than **XX/XX/2023**.

1. Provide a copy of your departments 2023 State of Alaska Fire Department Registration Application.
2. Provide a justification narrative, the narrative should include at minimum the following,
 - a. Provide general description of the fire department (operations, staffing , run volume, etc.)
 - b. Provide Justification of need
 - c. Describe the departments current budget
 - d. Description of the service area boundaries
 - e. Description of all current apparatus
 - f. Descriptions and locations of all fire stations, identify which station the donated apparatus would be located
 - g. Description of the fire departments vehicle maintenance program
 - h. List any apparatus that will be replaced by the donation and provide a description of how that apparatus will be disposed of.
 - i. Description of your training plan for in servicing the apparatus

Memo

To: North Pole City Council

From: Chad Heineken, Fire Chief

Date: 3/13/2023

Re: Request to accept Grant Funds



North Pole Fire Department requests approval from City Council to accept \$6000.00 in grant funds.

The Fire Department has received notification of a \$6000.00 grant award to be used for the purchase of new wildland firefighting skid unit pumps. The Volunteer Fire Assistance (VFA) grant is an award of Federal Financial Assistance with funding from the USDA Forest Service administered through the State of Alaska Department of Natural Resources. The fire department is required to provide a minimum of 10% match funding. The attached quote for the firefighting pumps show a total cost of \$6,850.00. The fire department's equipment outlay budget will provide the additional \$850.00 exceeding the required 10% match.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Natural Resources

Division of Forestry

550 West 7th Avenue, Suite 1450
Anchorage, AK 99501-3561
Main: 907.269-8463
Fax: 907-269-8931

March 10th, 2023

Dear Alaska Fire Department:

Thank you for applying for the 2023 Volunteer Fire Assistance (VFA) grants. Thirty-two (32) fire departments applied for a VFA grant requesting a total of \$177,089 in assistance. Thirty-one (31) Alaska Fire Departments will receive up to \$6000 per fire department. A total of \$171,712 will be awarded. This is the letter of official notification.

The enclosed spreadsheet lists all applicants and the amount requested/amount awarded. If a fire department was awarded a grant, the amount awarded will be listed in the column titled "Amount Awarded". If a VFD did not receive any funding or will be receiving a partial award, please get in touch with your respective DOF Fire Management Officer (FMO) with any questions you may have.

- Checks will be distributed electronically by association with the VFD's SOA vendor number and the SOA electronic payment agreement. Electronic disbursements are expected by May 2023.
- To be eligible for a 2024 VFA grant, compliance documentation, such as copies of receipts for 2023 grant expenditures, must be submitted to your nearest Forestry office at the time of, or prior to, submitting a 2023 application.
- Volunteer Fire Assistance is an award of Federal Financial Assistance with funding from the USDA Forest Service. Prime and sub-recipients to this award are subject to OMB guidance in sub parts A through F of 2 CFR Part 200 as adapted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to OMB guidance in 2 CFR 200 where full text may be found.
- The brochure, Complying with Civil Rights, FS-850, can be found at:
www.fs.usda.gov/Internet/fse_documents/fsespr526908.pdf
- The OMB Circulars are available on the internet at www.ecfr.gov

If an application was not fully successful, do not be discouraged and continue to apply every year by submitting an online application package by the deadline.

Sincerely,

Sarah Saarloos, Fire Staff Officer

2023 VFA Grant Awards

Fire Department	Amount Requested	Amount Awarded	Division of Forestry Office
Delta Junction VFD	\$5,973.88	\$5,973.88	Delta Area Office
Rural Delta VFD	\$6,000.00	\$6,000.00	Delta Area Office
Chena-Goldstream Fire & Rescue	\$5,848.20	\$5,848.20	Fairbanks Area Office
Ester VFD	\$5,658.41	\$5,658.41	Fairbanks Area Office
North Pole FD	\$6,000.00	\$6,000.00	Fairbanks Area Office
North Star VFD	\$5,959.89	\$5,959.89	Fairbanks Area Office
Salcha Fire & Rescue	\$5,377.00	\$0.00	Fairbanks Area Office
Bear Creek Fire/EMS Department	\$3,293.55	\$3,293.55	Kenai Kodiak Area Office
Central Emergency Services	\$5,331.60	\$5,331.60	Kenai Kodiak Area Office
Cooper Landing VFD	\$5,384.36	\$5,384.36	Kenai Kodiak Area Office
Kachemak Emerg. Services	\$5,923.60	\$5,923.60	Kenai Kodiak Area Office
Kenai FD	\$5,897.94	\$5,897.94	Kenai Kodiak Area Office
Lowell Point VFD	\$6,000.00	\$6,000.00	Kenai Kodiak Area Office
Moose Pass Vol. Fire Co.	\$5,239.78	\$5,239.78	Kenai Kodiak Area Office
Nikiski FD	\$4,358.47	\$4,358.47	Kenai Kodiak Area Office
Seward FD	\$4,229.32	\$4,229.32	Kenai Kodiak Area Office
Western Emergency Services Area	\$5,844.96	\$5,844.96	Kenai Kodiak Area Office
Butte FD	\$5,999.75	\$5,999.75	Mat Su Area
Girdwood Vol. Fire & Rescue, Inc.	\$5,810.00	\$5,810.00	Mat Su Area
Houston FD	\$5,931.00	\$5,931.00	Mat Su Area
Palmer Fire and Rescue	\$5,759.45	\$5,759.45	Mat Su Area
Sutton VFD	\$5,999.99	\$5,999.99	Mat Su Area
Talkeetna VFD	\$6,000.00	\$6,000.00	Mat Su Area
Trapper Creek	\$6,000.00	\$6,000.00	Mat Su Area
Haines VFD	\$6,000.00	\$6,000.00	Southeast Alaska
Whale Pass VFD	\$3,471.50	\$3,471.50	Southeast Alaska
Tok VFD	\$6,992.00	\$6,992.00	Tok Area Office
Oakton VFD	\$5,975.10	\$5,975.10	Valdez-Copper River Area Office
Glenn River Fire Rescue	\$5,611.50	\$5,611.50	Valdez-Copper River Area Office
Karrickson-McCarthy VFD	\$5,387.24	\$5,387.24	Valdez-Copper River Area Office
Kenny Lake VFD	\$5,887.71	\$5,887.71	Valdez-Copper River Area Office
GRAND TOTAL	\$177,089.88	\$171,712.88	

Ph: 206-822-2875
TF: 800-426-8633
Fax: 253-236-2997
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 244991

Quotation

CUSTOMER:	SHIP TO:	QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
North Pole City Fire Department 125 Snowman Lane North Pole AK 99705	North Pole City Fire Department 110 Lewis Street North Pole AK 99705	244991	12/07/2022	01/27/2023
		SALESPERSON	CUSTOMER SERVICE REP	
		Robert Briggs rbriggs@lncurtis.com 907-483-0117	Michael Duncan mduncan@lncurtis.com 206-596-7904	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Chief Chad Heineken	C30724	Net 30	FR

F.O.B.	SHIP VIA	DELIVERY REQ. BY
SP	Standard Shipping	12/30/2022

SPECIAL INSTRUCTIONS

Shipping is an estimate only, actual charges may vary.

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	2	EA	100078 WATERAX	VS29EV Versax® Self Priming Pump 2 STG HondaGX270	OM	\$3,075.00	\$6,150.00

Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing remains firm until 01/27/2023. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Ph: 206-622-2875
TF: 800-426-6633
Fax: 263-236-2997
nwsales@lncurtis.com
UEI#: DDLSADSWN7U7

CURTIS

TOOLS FOR HEROES

Northwest Division
6507 South 208th Street
Kent, WA 98032
www.LNCurtis.com
Quotation No. 244991

Subtotal	\$6,150.00
Estimated Tax Total	\$0.00
Transportation*	\$700.00
*(to be added when order ships)	
Total	\$6,850.00

[View Terms of Sale and Return Policy](#)

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

City of North Pole
Director of City Services

Memo

To: City Council
From: Danny Wallace
Date: March 20, 2023
Subject: Public Works Part Time Employee Position Transition to Full-Time

City Council -

Request approval to shift our part-time Public Works position to a full-time Public Works Assistant. This change has been discussed over the past few months with staff and the Mayor in order to address expanding requirements for Public Works. This change would "right-size" our workforce for retirement planning and will ensure we maintain quality employees in support of Public Works requirements.

We ask much of our current Public Works Division to include the following multi-discipline tasks: Snow clearing (equipment and manual), road maintenance, carpentry, electrical wiring and upgrades, interior building construction, boiler and infrastructure maintenance, beautification (outdoors and indoors), custodial services (City Hall and the Police Department), and countless other "as needed" tasks.

During the 2023 budgeting process, we anticipated the need for this full-time position as part of the 4-person Public Works crew. This employee will begin work as a Step 1 Public Works Assistant with benefits consistent with other City employees.

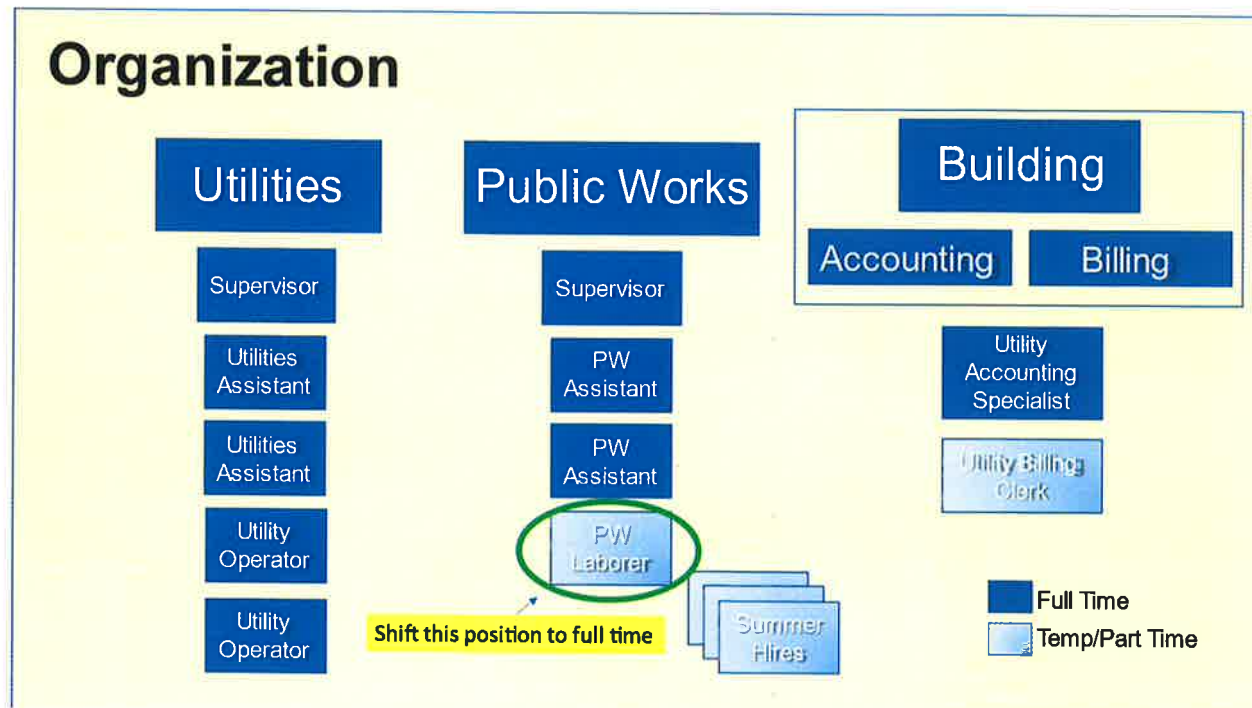
Given challenges with hiring and retaining talented individuals, this change is in the best interest of the City. Request this change goes into effect on May 1st, 2023.

Respectfully ,



Robert (Danny) Wallace
Director of City Services
North Pole, Alaska

Current City Services Organization



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

City of North Pole
Director of City Services

Memo

To: City Council
From: Danny Wallace

Date: March 8, 2023
Subject: Council Approval to Accept Drainage Survey Grant (\$46,000)

City Council -

The City of North Pole has been awarded a \$46k grant to for a drainage survey to address chronic flooding throughout the area. The survey will be conducted in April-June with results published in late summer. The grant is provided by Alaska DEC (using federal funding) and no City matching funds are required. More details are enclosed.

Recommend City acceptance of these funds.

Respectfully ,



Robert (Danny) Wallace
Director of City Services
North Pole, Alaska



Sub-Grant Agreement - Alaska Clean Water Actions (ACWA)

Project Title Grant Number **ACWA-23-16**
City of North Pole Stormwater Drainage Study

Funding Program
CWA Section 221 Sewer Overflow and Stormwater Reuse Municipal Grants Program

Sub-Grant Period of Performance: 3/1/2023-12/31/2023

Grantee

Grantee Name
City of North Pole

Street/PO Box
125 Snowman Lane

City/State/Zip
North Pole, AK 99705

Contact Name, Title
Robert (Danny) Wallace, Director of Services

Unique Entity Identification (UEI) WFLFBAZG5SN9 Federally Approved Indirect Cost Rate de minimus

Department

Department of Environmental Conservation
Division of Water
410 Willoughby Ave. Ste 303
Juneau, AK 99801

Grantee

Signature

Printed Name and Title

Date

Department

Signature DocuSigned by:

Larry Dunlap, Finance Officer, Division of Administrative Services
Printed Name and Title Date 3/1/2023

Signature DocuSigned by:

Randy Bates, Director, Division of Water
Printed Name and Title Date 2/28/2023

Agreement									
The Department of Environmental Conservation (hereinafter 'Department') and the <div style="display: flex; justify-content: space-between; margin-top: 5px;"> City of North Pole (hereinafter 'Grantee') agree as set forth herein. </div>									
<p>Section I. Upon execution of this Agreement, and under the terms included herein, the Department shall administer funds, subject to appropriation and availability, to accomplish the scope of work described in Appendix A. The estimated cost of this scope of work is identified in this Sub-Grant Agreement and Appendix A.</p> <p>Section II. Performance under this Agreement begins upon signature by the Division of Water's Director and ends at Project completion.</p> <p>Section III. This Agreement becomes null and void if not signed by the Grantee within 90 days of the Department's signature.</p> <p>Section IV. The Agreement consists of this page and the following attachments and appendices, if applicable:</p> <table style="width: 100%; border: none;"> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px 5px;">Appendices</th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px 5px;">Attachments</th> </tr> <tr> <td style="padding: 2px 5px;">Appendix A - Workplan</td> <td style="padding: 2px 5px;">Attachment 1 - Project Budget</td> </tr> <tr> <td style="padding: 2px 5px;">Appendix B - General Conditions</td> <td style="padding: 2px 5px;">Attachment 2 - Payment Schedule</td> </tr> <tr> <td style="padding: 2px 5px;">Appendix C - Funding-Specific Conditions</td> <td></td> </tr> </table>		Appendices	Attachments	Appendix A - Workplan	Attachment 1 - Project Budget	Appendix B - General Conditions	Attachment 2 - Payment Schedule	Appendix C - Funding-Specific Conditions	
Appendices	Attachments								
Appendix A - Workplan	Attachment 1 - Project Budget								
Appendix B - General Conditions	Attachment 2 - Payment Schedule								
Appendix C - Funding-Specific Conditions									

Project Funding

Federal Funding Agency	Funding Amount
Environmental Protection Agency (EPA)	\$ 37,524
Funding Source	
CFDA 66.447 Sewer Overflow and Stormwater Reuse Municipal Grant Program	
FAIN 02J19001 Date of Award 9/26/2022	

Contributor	Funding Amount
State of Alaska	\$ 9,381
Funding Source	
State of Alaska General Fund Match	

In order to perform the full scope of services described in the workplan, the Grantee agrees to provide matching non-federal dollars in the amount of:

Grantee	Funding Amount
City of North Pole	\$ -
Funding Source	
Third Party Match	

DS
47

Total Project Funding	\$ 46,905
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Definitions

"Department" refers to the Department of Environmental Conservation (DEC) within the State of Alaska.

"Authorized Signature" means the person who has the authority to sign this Agreement and other legally binding forms related to the project on behalf of the Grantee and the Department.

"State of Alaska" fiscal year is defined as July 1st through June 30th.

In this Agreement and appendices, "DEC Project Manager" refers to the Environmental Specialist or other DEC staff assigned to manage and administer the project. The DEC Project Manager is the primary contact between the Department and the Grantee.

Legal Authority

The Grantee certifies by signing this Agreement that it possesses legal authority to accept grant funds and to execute the project described in this Agreement. The Grantee's relationship to the Department and the State of Alaska shall be at all times as an independent Grantee.

Appendix A: Workplan

PROJECT #: ACWA-23-16

GRANTEE: City of North Pole

PROJECT TITLE: Stormwater Drainage Study

GRANT AGREEMENT PERFORMANCE PERIOD: March 1, 2023 – December 31, 2023

SFY	Grant Amount
2023	\$40,470
2024	\$6,435
TOTAL	\$46,905

Description and Purpose:

This project implements a priority identified in Alaska's Nonpoint Source Water Pollution Prevention and Restoration Strategy. The City of North Pole will conduct a two-phase drainage study of low-lying areas in North Pole. The first phase will include a Stormwater Drainage Study of the flood-prone areas west of the Richardson Highway and the second phase will be a City-wide Drainage Integrity overview. The expected outcome of this project is a comprehensive stormwater drainage assessment with mitigation recommendations including green infrastructure options. Every spring, due to runoff during breakup, parts of the North Pole area experience flooding that directly impacts housing, businesses, infrastructure, City facilities in the area, and threatens water quality in Thirtymile Slough. This project will evaluate drainage patterns that are leading to the annual stormwater flooding and will determine mitigation strategies to improve area drainage. The final drainage study report and mitigation options will be available on the DEC website at project conclusion.

Grantee Project Manager:

Robert (Danny) Wallace, Director of Services
City of North Pole
125 Snowman Lane
North Pole, AK 99705
Ph: (907) 488-8593
Email: rwallace@northpolealaska.org

DEC Project Manager:

Laura Eldred, Environmental Program Manager 1
Dept. of Environmental Conservation
1700 E. Bogard Rd., Building B, Ste 103
Wasilla, AK 99654
Ph: 907-376-1855; Fax: 907-376-2382
Email: laura.eldred@alaska.gov

DEC Grant Administrator

Sarena Hackenmiller, Grants Administrator 2
Dept. of Environmental Conservation
P.O. Box 111800
Juneau, AK 99811
Ph: 907-465-5146 Fax: 907-465-5177
Email: sarena.hackenmiller@alaska.gov

DELIVERABLE SUMMARY TABLE

Task	Deliverable Narrative	Due Date
1	Copy of standing contract and qualifications for selected survey contractor (Word or PDF)	March 31, 2023
2	Copy of Stormwater Drainage Study Meeting Minutes and Meeting Outcomes Report to DEC (Word or PDF)	July 31, 2023
2	Copy of City-Wide Drainage Integrity Meeting Minutes and Meeting Outcomes Report to DEC (Word or PDF)	August 31, 2023
3	Copy of Stormwater Drainage Survey Results to DEC (PDF)	June 20, 2023
3	Draft of Phase 1 Technical Memorandum to DEC for review (Word or PDF)	June 20, 2023
3	Final of Phase 1 Technical Memorandum to DEC	July 20, 2023
4	Copy of City-wide Drainage Integrity Survey Results to DEC (PDF)	August 31, 2023
4	Draft of Phase 2 Technical Memorandum, Overall Study Output and Mitigation Recommendations to DEC for Review	September 30, 2023
4	Final of Phase 2 Technical Memorandum, Overall Study Output and Mitigation Recommendations to DEC	October 30, 2023

PROJECT TASKS

TASK 1: Project Contractor

Description: Prior to the grant agreement, the City of North Pole selected a qualified contractor on retainer. No competitive bid process for the project is needed.

Deliverable	Due Date:
Copy of standing contract and qualifications for selected survey contractor (Word or PDF)	March 31, 2023

TASK 2: Coordination Meetings

Description: At least three meetings with the selected engineering firm project planners and City of North Pole project leads will occur. The meetings will consist of a kickoff meeting, an alternatives meeting that includes green infrastructure BMPs where applicable, and a review meeting of the draft reports.

Deliverable(s) and Permits:

Deliverable	Due Date:
Copy of Stormwater Drainage Study Meeting Minutes and Meeting Outcomes Report to DEC (Word or PDF)	July 31, 2023
Copy of City-Wide Drainage Integrity Meeting Minutes and Meeting Outcomes Report to DEC (Word or PDF)	August 31, 2023

TASK 3: Stormwater Drainage Survey Phase 1

Description: The overall goal of the project is to 1) determine the root cause of flooding and 2) develop strategies to mitigate the flooding.

Stormwater Drainage Study – West of Old Richardson Highway (Phase 1) – Conducted by contractors and will focus on the ponding issues and drainage patterns and existing facilities within the green boundary to address the flooding that occurs each year in the area.

Phase 1 Report – This will include a Technical Memorandum describing alternatives, potential green infrastructure alternatives, recommendations, and cost estimates. The deliverable will be a roadmap for planning changes to the City's drainage/culverts/etc. to reduce the flooding.

Deliverable(s) and Permits:

Deliverables	Due Date:
Copy of Stormwater Drainage Survey Results to DEC (PDF)	June 20, 2023
Draft of Phase 1 Technical Memorandum to DEC for review (Word or PDF)	June 20, 2023
Final Phase 1 Technical Memorandum to DEC	July 20, 2023

TASK 4: City-wide Drainage Integrity Overview Survey Phase 2

Description: The overall goal of the project is to 1) determine the root cause of flooding and 2) develop strategies to mitigate the flooding.

City-wide Drainage Integrity Overview (Phase 2) – Survey and review the major drainages throughout the rest of the City looking for blockages, failed/failing structures, and other readily visible items of concern that might disrupt the flow of stormwater and potentially create a problem in the future.

Overall Study Output with Mitigation Recommendations - contractor will develop a Technical Memorandum with an overview map to present any areas of concern and suggestions for future maintenance or improvement including future installation of green infrastructure BMPs.

Deliverable(s) and Permits:

Deliverables	Due Date:
Copy of City-wide Drainage Integrity Survey Results to DEC (PDF)	August 31, 2023
Draft of Phase 2 Technical Memorandum, Overall Study Output and Mitigation Recommendations to DEC for Review	September 30, 2023
Final Phase 2 Technical Memorandum, Overall Study Output and Mitigation Recommendations to DEC	October 30, 2023

Appendix B: General Conditions

Article 1. Project Management

Availability of funding is contingent upon approval of grant money from the U.S. Environmental Protection Agency (EPA) and legislative appropriation of funds. No expenditures incurred outside of the period of performance are authorized under this Agreement.

This project will be managed by the Grantee with signatory authority for execution of this Agreement, subsequent Amendments, and financial/progress reports granted to the DEC Project Manager. Delegation of signatory authority and changes in the authorized representative must be received in writing and approved by the Department.

The Grantee will acknowledge Department and federal funding for all reports, brochures, videos, maps, and outreach materials produced by this project with the following statement or similar as approved by the Department: "This project has been funded wholly or in part by the United States EPA under assistance agreement number [FAIN Number(s)] to the Department of Environmental Conservation through the Alaska Clean Water Actions (ACWA) program. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial product mentioned in this document." The FAIN Number(s) will be provided to the Grantee by the Grants Administrator. Refer to Appendix B, Article 38 for more information regarding publicity and press releases.

The Grantee will notify the Department immediately of any significant organizational changes during the term of the Agreement, including changes in key personnel or tax status, and any unforeseen problem or project delay that may cause a change to the workplan or budget. Any unreported or unapproved changes to the workplan or budget evident in reports may result in an Amendment being required, costs disallowed, and/or suspension or termination of the Agreement as described in Appendix B, Article 35.

Article 2. Reporting Requirements

The Grantee shall submit all reports to the Department according to the terms and schedule established in this Agreement. Failure to submit progress reports or to make adequate progress may result in the Department withholding funds, suspending, or terminating the Agreement.

Progress Reports and Deliverables

The Grantee agrees to provide semiannual progress reports to the Department. These reports must update the Department on project progress and deliverables as necessary. The required format of the progress report will be determined by the DEC Project Manager and communicated to the Grantee prior to the end of the first quarter of the project.

The progress reports are due ten (10) days after the periods ending each year on June 30 and December 31. The final progress report is due thirty (30) days after the period of performance end date.

Financial Reports

The Grantee agrees to provide financial reports semiannually to the Department. These reports must update the Department on grant funds and match expenditures (as appropriate) during the reporting period. The financial reporting template will be provided by the Grants Administrator at project inception.

The financial reports are due ten (10) days after the end of the periods ending each year on June 30 and December 31. The final financial report is due thirty (30) days after the period of performance end date.

Costs incurred on the project after the ten (10) day grace period without submission compliance are at the Grantee's risk and may be disallowed. Payments and reimbursements will be subject to submission and approval of the required reports. Repeated failure to submit progress and/or financial status reports in a timely manner may result in the suspension or termination of the Agreement.

The final financial status report is due thirty (30) days after the period of performance end date. Final status reports received thirty-two (32) days or more after the project completion date will not be considered for final payment or reimbursement. Final payment or reimbursement will be paid upon completion of the project including submission and approval of the final financial status report, final project report (if applicable), and all project deliverables. The final project report (if applicable) and all other project deliverables are due thirty (30) days after the period of performance end date and are considered late after that date. All reports will be submitted in written and electronic formats requested by the Department. Electronic signatures are allowable by the Department.

Executive Compensation Reporting Requirement

The Grantee must report the names and totals of the five most highly compensated executives if 1) the Award equals or is greater than \$25,000, and 2) the Grantee received 80 percent or more of its annual gross revenues from federal contracts or grants, and 3) the Grantee received \$25,000,000 or more in annual gross revenues from federal contracts or grants. The Grantee is exempt from this reporting if the Grantee had a gross income from all sources under \$300,000 from the previous tax year. The Grants Administrator will provide a template to the Grantee for completion at grant inception. This form must be submitted to the Department within *thirty (30)* days of the award being obligated.

Disadvantaged Business Enterprise (DBE)

The Grantee agrees to comply with the following requirements and must review the full detail at EPA website under "Disadvantaged Business Enterprise Program Requirements

<https://www.epa.gov/grants/disadvantaged-business-enterprise-program-requirements>:

- MBE/WBE Certification. Entities must meet the certification criteria under at least one of the listed authorizing statutes to qualify for the DBE Program.
- Six Good Faith Efforts. The Grantee is required to make the listed good faith efforts whenever procuring construction, equipment services and supplies under this agreement.
- DBE Contract Administrative Requirements. The Grantee must adhere to the listed contract administrative requirements.

MBE/WBE Reporting. The Grantee agrees to report the compliance of the above requirements. MBE/WBE forms are due annually, at the end of each State Fiscal Year, and with the final financial report. A MBE/WBE template will be provided by the Grants Administrator at grant inception.

Article 3. Documentation and Record-Keeping

The Grantee shall set up a file containing the following: grant application, grant agreement and amendments; progress reports; documentation for products indicated in the workplan; financial reports with backup documentation such as billings, invoices or other records that validate expenditures or match; and any other documents pertinent to the performance of this Agreement and completion of the project.

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 4. Governing Law

The Grantee must conform to all applicable federal, state, and local laws, ordinances, and regulations. It is the responsibility of the Grantee to ensure that all permits required for this project by federal, state, or local governments have been obtained prior to any activity that requires permitting take place. All actions concerning this project shall be brought in the Superior Court of the State of Alaska.

Article 5. Severability and Waivers

If any provision under this Agreement or its application to any person or circumstances is held invalid by a court of rightful jurisdiction, this invalidity does not affect any other provisions of the Agreement which can be given effect without the invalid provision. No condition or provision of this Agreement can be waived unless approved by the Department in writing.

Article 6. Conflicting Provisions

Unless specifically amended and approved by the Department of Law, the General Provisions of this Agreement supersede any provisions in other appendices.

Article 7. Site Control

If the project involves occupancy, use, or modification of real property, the Grantee shall acquire the legal right to occupy, use, or modify the real property for the purposes of this Agreement and authority to access the project site to complete the proposed project.

Article 8. Sovereign Immunity

If the Grantee is an entity that possesses sovereign immunity, it is a requirement of this Agreement that the Grantee irrevocably waives its sovereign immunity with respect to state enforcement of this Agreement. The waiver of sovereign immunity affected by a resolution of the entity's governing body is hereby incorporated into this Agreement.

Article 9. Covenant Against Contingent Fee

The Grantee warrants that no person or agency has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Grantee for the purpose of securing business. For the breach or violation of this warranty, the state may terminate this Agreement without liability or in its discretion deduct from the grant price or consideration of the full amount of the commission, percentage, brokerage, or contingent fee.

Article 10. Officials Not to Benefit

The Grantee must comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.

Article 11. Political Activity

No portion of these funds will be used to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. The Grantee must submit EPA Form 6600-06, "Certification Regarding Lobbying" to the Department if this award exceeds \$100,000. The Grant Administrator will provide the form at grant inception if applicable.

The Grantee must submit Standard Form-LLL, "Disclosure of Lobbying Activities" to the Department if any non-federal funds have been paid or will be paid to influence or attempt to influence an office or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress. A copy of the "Disclosure of Lobbying Activities" can be accessed at the following link: <https://www.epa.gov/grants/epa-grantee-forms>.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Failure to submit certification and disclosure forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Article 12. Obligations regarding Third-Party Relationships

The Grantee may not assign or delegate this Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Department. None of the work specified in this Agreement shall be contracted by the Grantee unless stated in the Agreement or with prior written approval from the Department. The Grantee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties of the undertaking of all or part of the project described therein. The Grantee shall bind all contractors to every applicable provision.

Article 13. Conflict of Interest

The Grantee must inform the Department immediately upon determination of any Conflict Of Interest (COI) as defined and described in the EPA's COI Policy found at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy> during the performance period of this Agreement via electronic mail.

Article 14. No Additional Work or Materials

No claim will be allowed for services not specifically provided for in this Agreement which are performed or furnished by the Grantee.

Article 15. Changes

Any changes that have been agreed to by both parties will be attached and made part of this Agreement by use of an Amendment. Any such Amendment must be dated and signed by both parties before the change is considered approved and effective. The change is effective upon final signature by the Department.

Article 16. Budget Flexibility

Notwithstanding the provisions in Article 15, "Changes", the Grantee may revise the project budget without a formal Amendment to this Agreement. Such revisions are limited to a maximum of 10% of the total grant amount over the entire term of this Agreement. Such budget revisions shall be limited to changes to existing budget line items. The creation of new budget line items or addition of funds to the award may only be done through a formal Amendment to the Agreement.

Article 17. Allowable Costs

The Grantee shall comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart E – Cost Principles. These cost principles must be used by the Grantee in determining the allowable costs of work performed under this Agreement.

Article 18. Light Refreshments

Upon Department approval, the Grantee may use grant funds for providing light refreshments at outreach events, as long as the activity is reasonable and necessary for the performance of the project as described below. The Grantee will be limited to tea, water, and/or coffee and cannot exceed a total of \$500. Outreach events may be meetings, workshops, or participation in a festival for the purpose of educating the public about water quality protection or restoration efforts. This may also include having a booth designed to educate the public or gather public information at public events. EPA policy prohibits the use of funds for receptions, banquets and similar activities that take place after normal business hours without prior approval.

Grant funds may not be used for any event where alcohol is served, purchased or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable.

Article 19. Consultant Cap

Individual consultants retained by the Grantee shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.

Article 20. Income

Program and interest earned on federal or state funds shall be reported to the Department who will make a determination if those funds can be used for the project during the Agreement period.

Article 21. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the indirect costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Article 22. Federally Approved Indirect Rate

The Grantee is entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect rate proposal to the appropriate federal agency for review and approval. The Grantee is responsible for maintaining an approved indirect cost rate throughout the life of the Agreement. Documentation of the current rate agreement must be provided at the beginning of each State Fiscal Year.

Budgets that have been placed with an indirect rate not yet approved by the federal agency, for project administrative expenses, are subject to revision based on the rejection or approval of the final approved indirect rate. If the indirect rate proposal was rejected or adjusted by the federal agency the Grantee will be required to notify the Department and adjust project administration expenses already incurred to the appropriate amount as required under federal regulations.

The Grantee will not be reimbursed for any indirect costs which are not incurred during the period of the approved rate agreement or for any period in which the rate has expired.

Article 23. Limitation of Administrative Costs

If the Grantee does not have a federally approved indirect rate, the Grantee may include administrative costs in the workplan budget but the amount cannot exceed 10% of the grant award.

Article 24. Local Share of Project

The Grantee shall contribute a local share of this project as stated in the Agreement. The matching funds may be in the form of cash or in-kind contributions and must be certified as a non-federal source.

Article 25. Debarment and Suspension

Prior to the offer of this Agreement, the Department has verified the Grantee is not included on the government wide suspension and debarment list. Failure to maintain this status may result in the termination of this Agreement. In addition, the Grantee will not award or permit any award to any party that has been debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs if the value of the subcontract is equal to or exceeds \$25,000. The Grantee may access suspension and debarment information at <http://www.sam.gov>.

Article 26. Procurement

The Grantee must comply with all applicable state or federal or procurement laws in 2 CFR Part 200, Subpart D, Section 200.317 through 200.326. The Grantee is required to follow fair and equitable procurement standards in the acquisition of all services, supplies, and materials. The Grantee must retain clear records of bid procedures. The Grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

Article 27. Equipment Use and Disposition

The Grantee must comply with 2 CFR Part 200, Subpart D, Section 200.313 governing the use of equipment. Equipment purchased in part or wholly with federal funds shall be used by the Grantee in the project for which it was acquired as long as needed, whether or not the project or program continues to be supported by federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a federal agency. The Grantee shall be responsible for the operation and maintenance of equipment acquired with this project. Property records must be maintained which will include a description, serial number, source and title, cost and percentage of federal participation in cost, location, use and condition, and sale price and date of disposal. A physical inventory of the property must be taken at least once every two years. Disposition of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation. If the Grantee is a non-profit

corporation that dissolves, the assets from this project are to be distributed according to Alaska Statutory law, AS 10.20.290-10.20.452.

Article 28. Supplies

The Grantee will compensate the awarding agency if residual inventory of unused supplies exceeds \$5,000 and are not needed for any other federally funded projects upon completion or termination of the Agreement, in compliance with 2 CFR Part 200, Subpart D, Section 200.313, paragraph (e)(2).

Article 29. Recycled Paper

The Grantee agrees to use recycled paper and double-sided printing for all reports which are prepared as part of this Agreement. The Grantee agrees to give preference to the purchase of recycled materials.

Article 30. Financial Management and Accounting

The Grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles.

Article 31. Payment Schedule

The Grantee shall comply with the payment schedule established in Attachment 2 of this Agreement.

Article 32. Records Maintenance and Retention

The Grantee shall keep a file for financial, progress, and other records relating to the performance of the Agreement. The file must be retained for a period of three years from the fully executed close out of the Agreement or until final resolution of any audit findings claim or litigation related to the project.

Article 33. Inspection of Records

The state or authorized federal representative may inspect, in the manner and at any reasonable time it considers appropriate, the Grantee's facilities, records or activities under this Agreement.

Article 34. Audit

The Grantee must comply with the provisions of 2 CFR Part 200, Subpart F governing the audit of the state and local governments and nonprofit organizations federal assistance recipients.

Article 35. Compliance Enforcement

If the Grantee fails to comply with the terms of this Agreement, or fails to use the Agreement for only those purposes set forth therein, the Department may take one or more of the following actions:

a) Right to Withhold Funds

The Department may temporarily withhold payments under this Agreement for any violations pending correction of any deficiency by the Grantee or the Department may take more severe enforcement action.

b) Suspension

After written notice that the Grantee is out of compliance with the Agreement, the Department will suspend the project and withhold payment or prohibit the Grantee from incurring

additional obligations of grant funds pending corrective action or a decision to terminate. Response must be received within fifteen (15) days of notification.

c) Termination for Cause

The Department, by written notice, may terminate this Agreement, in whole or in part, when it is in the best interest of the state at any time before the final payment is made. The Department shall notify the Grantee in writing of its determination to terminate, the reason for such termination, the effective date, and the reason and amount for recoveries that will be made.

Article 36. Termination Due to Lack of Funding

In the event funding from the state, federal, match, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the Department may terminate the Agreement, reduce funding, or re-negotiate subject to those new funding conditions.

If the Agreement is terminated, reduced, or re-negotiated for withdrawal or reduction of match funds, the Grantee shall be entitled to compensation of no more than 60% of total costs of the project, as approved by the Department for cost eligibility. The Grantee shall reimburse the Department for all unspent grant funds advanced to the Grantee for project expenses above the final total approved for project cost or above the renegotiated quarterly payment plan; whichever best applies to the current status of the project. The Grantee shall also reimburse the Department for expenses using grant funds during the course of the project that do not meet eligibility requirements. Eligibility requirements include but are not limited to the required match for all grant funds spent by the Grantee. The Grantee must ensure that grant funds expended during the project do not exceed the limit of total project cost.

Article 37. Closeout

The Department will close out the Agreement when it determines that all reporting requirements and required work has been completed. The Grantee must submit all financial, performance and other reports and deliverables required as a condition of the project within thirty-two (32) days of the expiration of this Agreement unless otherwise stated in the workplan or with prior written approval. The Grantee shall return all unexpended grant monies to the state within sixty (60) days of the expiration of the Agreement.

Article 38. Press Releases

The Grantee must notify the Department of any press releases or public announcements prior to publication or dissemination that describe or are otherwise related to the project supported by the Agreement. If the Department objects to any provision of a press release or public announcement under this section, it shall notify the Grantee within twenty-four (24) hours of receiving the notification described herein and shall work diligently and in good faith with the Grantee to develop mutually agreeable language prior to the planned publication or dissemination.

The Grantee must notify the Department within the same day of any media inquiries directed at the Grantee and describe any response or information provided to the media. For some projects, the Department may also issue press releases, may respond to media inquiries or may direct the Grantee to refer questions regarding the project to the Department.

Article 39. Ownership of Documents and Products

All designs, drawing, specifications, notes, artwork, computer programs, reports and other work developed with grant funds in the performance of this Agreement are public domain and will be used

by the state and/or public without notice or compensation to the Grantee. The Grantee agrees not to assert any rights and not to establish any claim under the design patent or copyright laws.

Article 40. Civil Rights

The Grantee must comply with all applicable civil rights regulations, state laws, and policies in accordance with the Equal Employment Opportunity Executive Orders, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. Failure in prevention of discriminatory employment practices constitutes a material breach of the Agreement and could result in termination of the Agreement.

Article 41. Electronic and Information Technology Accessibility

The Grantee must ensure that any electronic and information technology (EIT) developed under this Agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality as described and defined in Section 504 of the Rehabilitation Act.

Article 42. Hotel-Motel Fire Safety Act

The Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act. The Grantee may research the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

Article 43. Drug-Free Workplace

The Grantee must make an ongoing good faith effort to maintain a drug-free workplace as set forth in the Drug-Free Workplace Act of 1988.

Article 44. Disputes

Any disputes concerning a question of fact arising under this project which is not disposed of by mutual agreement shall be decided in accordance with contract controversies, AS 36.30.620-632 of the state Procurement Code.

Article 45. False Claim

The Grantee is advised that providing false, fictitious, or misleading information with respect to the receipt and disbursement of grant funds may result in criminal, civil or administrative fines and/or penalties.

The Grantee must promptly refer to EPA's Inspector General any credible evidence that a false claim has been submitted under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Agreement.

Article 46. Prohibition Statement

The Grantee is advised that no employees may engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time this Agreement is in effect; or use forced labor in the performance of this Agreement.

The Grantee must inform the Department immediately of any information that is received from any source alleging a violation of the Prohibition Statement above.

Article 47. Patents and Inventions

Rights to inventions made under this Agreement are subject to federal patent and licensing regulations as defined in Title 37 CFR Part 401 and Title 35 USC Sections 200-212.

Article 48. Indemnification

The Grantee shall indemnify, save harmless and defend the state, its officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission or negligent act of the Grantee, subcontractor or anyone directly or indirectly employed by them in the performance of this Agreement.

All actions or claims including costs and expenses resulting from injuries or damages sustained by any person or property arising directly or indirectly from the performance of this Agreement which are caused by the joint negligence of the state and the Grantee shall be apportioned on a comparative fault basis. Any such joint negligence on the part of the state must be a direct result of active involvement by the state.

Article 49. Insurance

Without limiting the Grantee's indemnification, it is agreed that the Grantee shall purchase and maintain in force at all times during the performance of services under this Agreement the following policies of insurance; when applicable. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Grantee's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

a. Worker's Compensation Insurance

The Grantee shall provide and maintain, for all employees of the Grantee engaged in work under this Agreement, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee shall be responsible to ensure all subcontractors provide Workers' Compensation Insurance for anyone who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection of not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., U. S. L&H and Jones Act) must also be included.

b. Comprehensive (Commercial) General Liability Insurance: The Grantee shall ensure coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where generally applicable, and shall include premises-operations, independent contractor, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

c. Comprehensive Automobile Liability Insurance: covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000 property damage.

d. Professional Liability Insurance: covering all errors, omissions or negligent acts of the contractor, subcontractor or anyone directly or indirectly employed by them, made in the

performance of this Agreement which results in a financial loss to the state. Limits required as per the following schedule:

Contract Amount	Minimum Required Limit
Under \$100,000	\$100,000 per occurrence/annual aggregate
\$100,000-\$499,999	\$250,000 per occurrence/annual aggregate

Appendix C: Funding-Specific Conditions

Sewer Overflow and Stormwater Reuse Municipal Grant Program

Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the Grantee's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Grantee received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. Use of the Department logo is encouraged and available by request.

Signage Required – Nonpoint Source Construction Projects

The Grantee is required to place a sign at construction sites supported under this award displaying the EPA logo in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

Grantees are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

Environmental Review – Treatment Works Construction Projects

Prior to any construction, the Grantee shall consult with the Department to determine the required level of environmental review. The Department will notify the Grantee of the type of environmental documentation that will be required, if any.

If an environmental review is needed, the Grantee shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Construction activities shall not commence until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Grantee, by the Department, that Department's decision has been finalized are ineligible for reimbursement. No grant funds related to Construction activities shall be expended by the Grantee until all documentation is received and the Environmental Review is approved by DEC. The Grantee shall allow 60-90 days for review.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

Davis-Bacon Act- Treatment Works Construction Projects

For construction, alteration, and repair of treatment works, the Grantee shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification-by-classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a

week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- a. The Grantee shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. The Grantee shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Grantee shall ensure no contracts are awarded to contractors excluded from federal contracts. The Grantee may access suspension and debarment information at <http://www.sam.gov>.
- c. The Grantee shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Grantees shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Grantee must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- d. The Grantee shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Grantee shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Grantee shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
- e. In addition, the Grantee shall consult with the Department on any required contract or bid documents to ensure that appropriate federal "Davis Bacon Act" language and material is included in the documentation.

American Iron and Steel- Treatment Works Construction Projects

Per Section 608 of the Clean Water Act, none of the funds made available to the Grantee shall be used for a project for the construction, alteration, maintenance, or repair of a treatment works unless all of the iron and steel products used in the project are produced in the United States.

The Grantee may request a waiver to this requirement **during the design phase** if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Grantee; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information related to the request, available to the public on an EPA website for at least fifteen days for informal public input prior to making a finding.

Attachment 1: ACWA-23-16 Budget

Categories	FY23		FY24		Total Request
	Expenses between March 1, 2023 and June 30, 2023	Description (see column A for required details for each category)	Expenses between July 1, 2023 and June 30, 2024	Description (see column A for required details for each category)	
Personal Services					\$0
Travel					\$0
Contractual	\$36,791	The City of North Pole will contract the services required to complete Phases 1 and 2 surveys and technical memorandums. All planning meetings and surveys, and draft of Phase 1 report will be completed.	\$5,850	City of North Pole contractor to complete any remaining Phase 2 survey work and final technical memorandum.	\$42,641
Supplies					\$0
Equipment					\$0
Indirect/Admin	\$3,679	10% De minimus	\$585	10% de minimus	\$4,264
Other					\$0
Grand Total	\$40,470		\$6,435		\$46,905

Attachment 2: Payment Plan for Advances

Advances

Scheduled advances are in the amounts indicated in the following need projections:

Initial Advance	\$40,470
July 15, 2023	\$4,090
Final 5% Payment	\$2,345
Total Grant	\$46,905

The initial advance payment will be made within ten days (10) of execution of the Agreement.

Subsequent advances will be based upon the amount spent as scheduled, and timely submission and approval of progress and financial reports, and deliverables. Actual payment amounts will be calculated as follows: Scheduled payment amount less any previously advanced amount not yet spent. If the entire advance amount has been spent, and there are still significant outstanding obligations to meet prior to the end of the period, the Grantee may contact the assigned DEC Project Manager, to arrange for an interim payment. Documentation of outstanding obligations must be submitted before such interim payments will be approved.

Advances must be spent during the allotted period and conform to the approved budget. Any unspent advance at the end of the reporting period is at risk of forfeit, upon review by the Department.

The final **5%** of the grant will be paid upon completion of the project, submission of all reporting requirements, and Department approval of these reports.

Certificate Of Completion

Envelope Id: A5A253D8949E431BAC6774266C6F29C4

Status: Completed

Subject: Complete with DocuSign: ACWA-23-16 Grant Award.pdf

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 1

Mariah Carpenter

AutoNav: Enabled

PO Box 110206

Envelope Stamping: Disabled

Juneau, AK 99811

Time Zone: (UTC-09:00) Alaska

mariah.carpenter@alaska.gov

IP Address: 158.145.15.26

Record Tracking

Status: Original

Holder: Mariah Carpenter

Location: DocuSign

2/27/2023 3:06:02 PM

mariah.carpenter@alaska.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: State of Alaska

Location: DocuSign

Signer Events

Heidi Thomerson

Heidi.Thomerson@alaska.gov

Accountant IV-Federal Grants

Department of Environmental Conservation

Security Level: Email, Account Authentication
(None)**Signature**DS
**Timestamp**

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Accepted: 4/14/2022 2:07:02 PM

ID: 9f2df446-33f9-4e5c-b878-12b1799a0ed7

Company Name: State of Alaska

Randy Bates

randy.bates@alaska.gov

Director

State of Alaska

Security Level: Email, Account Authentication
(None)

DocuSigned by:


883E877FE68548D

Sent: 2/28/2023 9:04:24 AM

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ID: 861845b2-4df8-4150-b1ad-c5ec0bfb08a

Company Name: State of Alaska

Larry Dunivin


Larry.Dunivin@alaska.gov

DEC Finance Officer

State of Alaska

Security Level: Email, Account Authentication
(None)

DocuSigned by:


8C3A9012E8A04DF

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Electronic Record and Signature Disclosure:

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Company Name: State of Alaska

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sarena Hackenmiller sarena.hackenmiller@alaska.gov Grants Administrator II State of Alaska Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 4/27/2022 2:29:40 PM ID: cc73dbb9-af31-43ec-90c3-c026a2cb6267 Company Name: State of Alaska	<div>COPIED</div>	Sent: 3/1/2023 2:05:07 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/27/2023 3:11:01 PM
Certified Delivered	Security Checked	3/1/2023 2:04:50 PM
Signing Complete	Security Checked	3/1/2023 2:05:04 PM
Completed	Security Checked	3/1/2023 2:05:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the "TRANSACTION").

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to "I agree to use electronic records and signature" (the "AGREE BOX"):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.