

CITY OF KOTZEBUE

RESOLUTION NO. 26-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KOTZEBUE TO SUBMIT AN APPLICATION TO THE NORTHWEST ARCTIC BOROUGH VILLAGE IMPROVEMENT FUND PROGRAM FOR A PAVED ROAD CRACK-SEALING PROJECT.

- WHEREAS,** the City of Kotzebue is responsible for maintaining public streets and roadways within the community; and
- WHEREAS,** Kotzebue's paved roads are exposed to severe Arctic weather conditions, including repeated freezing and thawing cycles that contribute to cracking, frost heaves, and deterioration of the pavement; and
- WHEREAS,** cracks in paved roads allow water to enter the roadway base and undermine the material beneath the pavement, resulting in additional frost heaves, potholes, surface damage, and more costly repairs; and
- WHEREAS,** applying crack sealant to the City's paved roads will help prevent water infiltration, protect the underlying road material, and slow further deterioration of the pavement; and
- WHEREAS,** preventative road maintenance will extend the useful life of Kotzebue's paved streets, reduce long-term maintenance and reconstruction costs, and improve roadway conditions throughout the community; and
- WHEREAS,** maintaining smoother and safer streets will also reduce wear and tear on residents' vehicles, emergency response vehicles, public works equipment, school transportation, and other vehicles traveling throughout Kotzebue; and
- WHEREAS,** the City of Kotzebue desires to submit a Village Improvement Fund application in an amount not to exceed \$50,000.00 to purchase crack-sealing materials, equipment, supplies, and other eligible expenses necessary to complete crack-sealing work on paved roads throughout the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kotzebue hereby authorizes the submission of a Village Improvement Fund application for the City of Kotzebue Paved Road Crack-Sealing Project.

BE IT FURTHER RESOLVED, that the City Manager, or the City Manager's designee, is authorized to prepare, sign, submit, and administer all documents necessary for the application, acceptance, and management of the grant award.

BE IT FURTHER RESOLVED, that the City of Kotzebue supports this project as an important preventative-maintenance measure that will protect public infrastructure, improve roadway safety, reduce vehicle damage, and extend the useful life of the City's paved roads.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of Kotzebue, Alaska, this 6th day of August 2026.

CITY OF KOTZEBUE

Saima Chase
Mayor

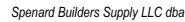
ATTEST:

[SEAL]

Donald Jones Jr
City Clerk

Attachments:

- **Exhibit A:** Polar Supply Company Crafc0 SS250 Material Estimate [2 pages]



#N/A

Web Site: www.polarsupply.com

Exhibit A to Resolution 26-35 for RCCM August 6, 2026

POLAR SUPPLY COMPANY STANDARD TERMS AND CONDITIONS

- * Quoted Prices and FOB points apply to initial project quantities only. Smaller initial order quantities or additional quantities may be subject to increased prices and or freight rates
- * Quoted Prices are for a single shipment or truckload(s), as applicable, to the stated FOB point. Split shipments or shipments picked up or shipped over time in smaller than bid quantity units will incur additional charges.
- * Unless otherwise noted, allow 3 to 6 weeks for delivery of non-stock or out of stock materials from the date of order.
- * Approximate availability shown is an estimate. Actual availability will depend on current stock at time of order and/or freight times and availability from the manufacturer.
- * Pricing is based on least expensive ground and sea shipping routes. Over the Road, Air, and/or Special Handling will add additional costs.
- * Terms are C.O.D., or net 30 on approved credit, unless otherwise negotiated in writing prior to sale.
- * In order to protect quoted prices, we must receive confirmation of an order within 30 days of the quote date.
- * Materials are sold by the unbroken package (such as; roll, sheet, pail, drum, box) unit only.
- * Quantities shown are bid item or rough estimates only. Estimator should recheck all quantities and/or conversions and allow additional materials for overlap and waste.
- * Returns only in conjunction with Polar Supply Company return policy. Returns are not allowed on non stocked items
- * Special order materials, fabricated items, or large quantities of stocked materials brought in for a project are not returnable
- * Polar Supply Company will hold materials for a maximum of 10 days on account with a written PO. Storage and or restock fees may apply after this time.
- * Polar Supply Company cannot warehouse contractors material unless negotiated prior to purchase in writing.
- * Any changes to this quotation or these terms and conditions must be in writing.

FORCE MAJEURE CLAUSE:

As used in this quotation, a Force Majeure Event means any act or event, whether foreseen or unforeseen, that (1) prevents Polar Supply Company in whole or in part, from performing its obligations to provide products ordered by customer, or satisfying any conditions on shipping product to the customer; (2) is beyond the reasonable control of and not the fault of Polar Supply; or (3) Polar Supply has been unable to overcome by the exercise of due diligence.

Termination. If the suspension of performance continues for a period of one week as a result of a Force Majeure Event, either party is entitled to terminate the purchase agreement by giving a notice to the other party in writing which is the exclusive remedy available to both parties with respect to a Force Majeure Event.

FUEL SURCHARGE CLAUSE:

The quoted prices for products supplied by Polar Supply Company includes the freight to the stated FOB point. The cost of freight has been determined as of the date of this quotation. Customer acknowledges and understands that if Polar Supply Company receives notification of fuel surcharge increases from its carriers after the date of this quotation and prior to delivery, then that fuel surcharge increase will be passed on to the customer. If Polar Supply's selected carriers refuse to deliver any products to customer due to a Force Majeure Event, customer has the option of either arranging for shipment at its expense, and receiving a credit from Polar Supply Company for the freight charges included in the material quotation, or terminating the transaction under the Force Majeure Clause.

Delivery Clause:

In the present environment, we are also unable to guarantee delivery by a specific date. We reserve the right to defer or terminate this agreement if continued adherence to this agreement or any purchase order becomes difficult or uneconomical as we determine in our sole discretion.