



CITY OF NORTH POLE

Regular Meeting August 3, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, August 3, 2020
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

488-8583

COUNCIL MEMBERS

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance to the US Flag**
- 3. Invocation**
- 4. Approval of the Agenda**
- 5. Approval of the Minutes**
 - a. July 20, 2020
- 6. Communications from the Mayor**
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**
- 10. Citizens Comments (Limited to five (5) minutes per Citizen)**

11. Old Business:

- a. Ordinance 20 – 14 An Ordinance of the City of North Pole, Alaska to Amend the 2019 Water Utility Operating Budget
- b. Ordinance 20 – 15 An Ordinance of the City of North Pole, Alaska Amending Title 2, Chapter 2.36 Personnel Code, Section. 470 Pay
- c. Ordinance 20 – 16 An Ordinance of the City of North Pole, Alaska to Oppose Passage of Legislation that Would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the City of North Pole a Second Amendment Sanctuary

12. New Business:

- a. Ordinance 20 – 17 An Ordinance of the City of North Pole, Alaska Amending Title 2, Chapter 2.36 Personnel Code, Section. 470 Pay
- b. Ordinance 20 – 18 An Ordinance of the City of North Pole, Alaska to Amend 2020 Operating Budget and Other Funds
- c. Ordinance 20 – 19 An Ordinance to Appropriate Cares Act Funds for City of North Pole, Healthcare, Businesses/Non-Profits and Individuals/Families

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com . Notice of Council Action is available at City Hall and on the City website following the meeting.

How to Offer Public Testimony at Council Meetings

In response to the COVID-19 pandemic and local/state regulations requiring residents to stay at home, practice social distancing, and limit gatherings, the City of North Pole has created a process for citizens to stay connected with the Council regarding agenda items.

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

To sign-up for **telephonic testimony** call the Clerk's Office at 488-8583 or email arhoades@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

Council Meetings are aired **live via audio streaming** from the City's website at <https://www.northpolealaska.com/citycouncil/page/council-meeting-audio-stream>.

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



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, July 20, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, July 20, 2020 to order at 7:00 p.m. with the following Council Members in attendance:

Council Members Present: Santa Claus
Thomas McGhee
David Skipps
Aino Welch
DeJohn Cromer – Attending Via Zoom
Perry Walley
Mayor Welch

Absent:

Excused:

Also Present: William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Steve Dutra, Police Chief
Aaron M. Rhoades, Temporary City Clerk/HR Manager
Geoff Coon, Fire Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

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

INVOCATION

The Invocation was given by City Council Member Mrs. Welch.

APPROVAL OF AGENDA

Mr. Walley *moved to approve the agenda of July 20, 2020.*

Seconded by Mrs. Welch.

Discussion

Mr. Walley *moved to consent the following items:*

Old Business:

None

New Business:

- a. Request for Lateral Hire to North Pole Police Department
- b. Ordinance 20-14 An Ordinance of the City of North Pole, Alaska to Amend the 2019 Water Utility Operating Budget
- e. Request to Approve the Recommendation to Authorize Hubbard Excavation to do \$23,704.00 of Road Patch Work.

Seconded by Mrs. Welch

Discussion

None

On the amendment.

PASSED

YES: 7 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. Walley Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

PASSED

YES: 7 – Mr. McGhee, Mr. Skipps, Mr. Claus, Mrs. Welch, Mr. Cromer, Mr. Walley Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Minutes were lost due to technology failure and power outage. Working on recovery

Discussion

None

COMMUNICATIONS FROM THE MAYOR

- a. July 7, 2020 Met with Secretary of the USAF, Dr. Barbara Barrett with U.S. Senators Sullivan and Murkowski, and Lt. Gen Krumm.

- b. July 8, 2020 Change of Command at EAFB 354th LRS with outgoing Commander Lt. Col. Derick Williamson and incoming Commander Major Adam Starkey.
- c. July 14, 2020 Energy for Alaska Task Force Zoom meeting.
- d. July 15, 2020 Three Mayors Zoom Meeting
- e. July 15, 2020 Fast Planning Policy Meeting
- f. July 17, 2020 FNSB Mayor Bryce Ward Discussion about CARES Act MOU.
- g. July 17 KSH Met with Gary Hutcheson about Mayor's response to recommendations to increase accounting staff. Will have response ready no later than July 22, 2020.
- h. July 18, 2020 Saturday KJNP Over the Coffee Cup Call-In 0810-0835
- i. July 18, 2020 Update on Status of City Hall Screens and Cares Act

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. Walley– Would the screens be part of the Covid – 19 Grant?

Mayor Welch – Yes it will.

Mrs. Welch – What happened to the idea of the screen hanging down in the middle?

Mayor Welch – There were safety issues with the potential of people hitting their heads.

Mr. Walley – What about the zoom camera?

Mayor Welch – Yes we discussed two cameras and the cost was around \$12,000 dollars. The 85 inch screen may not have the resolution to see it all the way on the back wall.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Building Department, Bill Butler

- Two residential building permits issued.
- One permit application for a 4-plex submitted and anticipate permit application for a 3-plex.
- Tanks are being moved from Fairbanks to the North Pole IGU site.

Public Works

- Public Works activities continue to focus on landscaping efforts.
- Request to fund asphalt patching contract is on tonight's agenda.

Utility Department

- Utility Department is engaged in routine summer maintenance—lift station cleaning, exercising valves, supporting Moose Creek project activities.

North Pole Expansion Project

- Of the 479 possible connections in Zones 3 & 4, 436 (91%) have applied for service.
- 200 (46%) of new account applications' services have been installed in Zones 3 & 4.

Moose Creek Water System Expansion Project.

- High groundwater in Moose Creek is slowly dropping.
- Areas with deep excavations are still a problem when in PFAS contaminated area.

- Requesting EPA & DEC to approve alternative means to dispose of de-watering water.
- Water tank is erected.
- Pump house is roofed and interior work has begun.
- Installing water mains in the northern section of Moose Creek
- DNR Critical Water Management public meeting was held on July 14.
- 16 Moose creek property owners attended.

City Services Office Space

- Released request for proposals on July 10.
- Bid submission date currently set of August 3.

Finance, Tricia Fogarty

- AML Investment Fund has declined considerably in the last several months
- Received a notice form insurance up our collateral accounts to \$30,000
- Need direction on the Clerk Position. 1 application

Fire Department, Deputy Chief Heineken

- No report.
- Truck should be here late August.

Police Department, Chief Dutra

- Incredible amount of support still pouring in thanking our officers for the work they do. One officer stopped 3 times in one hour by motorists. Officers from other jurisdictions putting in applications based on our Facebook.
- Tent pitching - complaints
- June Stats –
- Police Magazine has asked to do an article on our department
- Hiring still down 3 positions causing enormous issues due to max vacation hours for several
- Vehicle – cost reduction proposals coming
- VFW / AACOP Raffle for a rifle – see me if you are interested

Borough Representative

None

City Clerk

- AML Conference VIA Zoom Welch and Claus
- Election issues. If City is closed where will Citizen vote?
- Open Meetings Act requires 5 Days Notice. New Deadline for Agenda Items Tuesday.

- A thorough discussion followed about what possible alternatives could work for voting.

ONGOING PROJECTS

-
- Mayor Welch discussed the Economic Development Commission.
 - Asking if anybody will serve on this Commission, Tuesday's beginning at 2:30 p.m.
 - Mrs. Welch can cover during the summer, for the next three months.

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

None

OLD BUSINESS

None

NEW BUSINESS

- c. Ordinance 20-15 An Ordinance of the City of North Pole, Alaska Amending Title 2, Chapter 2.36 Personnel Code, Section. 470 Pay
- d. Ordinance 20-16 An Ordinance of the City of North Pole, Alaska to Oppose Passage of Legislation that Would Restrict Individual Rights Protected by the Second Amendment of the United States Constitution and Declaring the City of North Pole a Second Amendment Sanctuary

MOTION TO INTRODUCE ORDINANCE 20-15, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING TITLE 2, CHAPTER 2.36 PERSONNEL CODE, SECTION. 470 PAY

Mr. McGhee *moved to Postpone till August 3, 2020.*

Seconded by Mrs. Welch.

Discussion

- Discussion was held regarding the request to approve Ordinance 20-15.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO INTRODUCE ORDINANCE 20-15, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING TITLE 2, CHAPTER 2.36 PERSONNEL CODE, SECTION. 470 PAY:

YES: 7 – Mr. McGhee, Mr. Skipps, Mr. Walley, Mr. Claus, Mrs. Welch, Mr. Cromer, Mayor Welch

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

MOTION TO INTRODUCE ORDINANCE 20-16, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO OPPOSE PASSAGE OF LEGISLATION THAT WOULD RESTRICT INDIVIDUAL RIGHTS PROTECTED BY THE SECOND AMENDMENT OF THE UNITED STATES CONSTITUTION AND DECLARING THE CITY OF NORTH POLE A SECOND AMENDMENT SANCTUARY

Mr. McGhee *moved to Approve Ordinance 20-16.*

Seconded by Mrs. Welch.

Discussion

- Discussion was held regarding the request to approve Ordinance 20-16.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO INTRODUCE ORDINANCE 20-16, AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO OPPOSE PASSAGE OF LEGISLATION THAT WOULD RESTRICT INDIVIDUAL RIGHTS PROTECTED BY THE SECOND AMENDMENT OF THE UNITED STATES CONSTITUTION AND DECLARING THE CITY OF NORTH POLE A SECOND AMENDMENT SANCTUARY

YES: 7 – Mr. McGhee, Mr. Skipps, Mr. Walley, Mrs. Welch, Mayor Welch

NO: 0 - Mr. Claus, Mr. Cromer

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Mr. McGhee *moved to adjourn the meeting at 8:24 p.m.*

Seconded by Mrs. Welch

The regular meeting of Monday, July 20, 2020 adjourned at 8:24 p.m.

Michael W. Welch, Mayor

ATTEST:

Aaron M. Rhoades, City Clerk

**CITY OF NORTH POLE
ORDINANCE 20-14
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND THE 2019 WATER UTILITY OPERATING BUDGET**

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

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

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

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

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

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

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

Section. Effective date.

This ordinance shall become effective immediately upon passage.

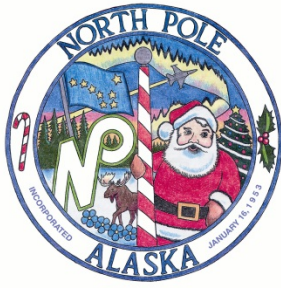
Advanced by a duly constituted quorum of the North Pole City Council this 20th day of July, 2020.

Michael W. Welch, Mayor

ATTEST:

Aaron Rhodes, Acting North Pole City Clerk

PASSED/FAILED Yes: No: Absent:



City of North Pole, Alaska

Fiscal Note Year:

Accompanying Ordinance/Resolution:

Originator / sponsor:

Date: _____

Does the Ordinance or Resolution have a fiscal impact? **yes** **no**

FUND	Account Description	Account #	Debit	Credit

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

Prepared By: _____ **Date:** _____

Finance Approval: _____ **Date:** _____

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

March 27, 2020

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

Attn: Mr. Paul Trissel and Mr. Bill Butler

RE: SCOPE OF SERVICES, LEAD AND COPPER RULE SERVICES, NORTH POLE, ALASKA

We are pleased to offer this scope of services and cost estimate to coordinate sample-collection volunteers in North Pole, Alaska. Our proposal is based on discussions we had with the City of North Pole (CoNP) on March 19, 2020 via teleconference. The objective of our services is to research and communicate with properties connected to the North Pole Utility (NPU) which meet the sampling requirements of the Environmental Protection Agency's (EPA) Lead and Copper Rule (LCR), 40 CFR 141.86 (*Lead and Copper Rule Monitoring and Reporting Guidance for Public Water Systems*, EPA 2010). The purpose of this project is to secure volunteers at locations within the NPU to collect water samples used to determine if the water provided is causing lead and/or copper to leach into household drinking water.

BACKGROUND

In response to contaminated groundwater in the North Pole area, NPU expanded their public water system to provide municipal water service to additional properties. We understand additional expansion will take place during the summer of 2020 to properties affected by the sulfolane contamination. We further understand additional expansions will be implemented to expand services to Moose Creek, Alaska. With the 2019 expansion of the water system, NPU is required to collect drinking water samples for analysis of lead and copper from forty locations that are at high risk of lead and copper contamination as defined by the EPA and regulated by the Alaska Department of Environmental Conservation (ADEC). We understand this is double the previous requirement. NPU requested Shannon and Wilson identify sample sites and coordinate with property owners to obtain volunteers for completing the required samples.

SCOPE OF SERVICES

Estimated costs for our efforts are attached to this proposal. We have broken the project into separate tasks for the purposes of planning and estimating costs; some of these tasks may occur concurrently to accomplish them more efficiently.

Task 1 – Identification of 2020 Sampling Locations

We understand CoNP has volunteers at approximately 20 locations that were previously identified for lead and copper sampling. We will coordinate with these locations to update their contact information, verify the plumbing has not been updated, and confirm they are interested in continuing to collect samples for CoNP. If they are not interested in continuing with the sampling program, we will look for a new property to fill the position.

We will use property information provided by the CoNP, Shannon & Wilson, Inc. records from the area, and Fairbanks North Star Borough records to identify 25 additional properties that fit the sampling criteria. EPA requirements for sampling sites are defined below:

- Tier 1: Single family structures that contain copper pipes with lead solder installed after 1982 and/or are served by lead service lines.
- Tier 2: Buildings and multi-family structures that contain copper pipes with lead solder installed after 1982 and/or are served by lead service lines.
- Tier 3: Single family structures that contain copper pipes with lead solder installed before 1983.

We will coordinate with property owners to obtain volunteers for sampling from Tier 1 sites. We will focus our efforts for new locations in the Highway Park subdivision and throughout the 2019 extension area (known as Zones 1 through 4). If we are unable to obtain a sufficient number of volunteers for Tier 1 sites, we will coordinate with property owners to select sample locations from Tier 2, and Tier 3, respectively.

We will interview property owners to confirm the property's tier. We will ask property owners who meet the criteria if they would be willing to volunteer to collect a sample from their tap. We understand the CoNP is willing to provide a monetary incentive to volunteers (i.e. 1,000-gallon credit to the NPU account).

Once we have compiled a list of 45 point of service locations, we will submit the list to CoNP, who will submit the list to DEC for approval. We understand CoNP is required to collect

samples from 40 locations. As discussed, we will confirm 45 sample locations, to allow for contingency.

Task 2 – Drinking Water Sample Collection Coordination

Once we receive DEC approval of the sample locations, we will contact property owners to coordinate sample collection. We will discuss the procedure in detail, answer their questions, and confirm a date to drop off sampling instructions, and sampling equipment. We will request the property owners provide a date they intend to collect the sample and coordinate a time for Shannon and Wilson to pick up the completed samples.

We will deliver the samples to the laboratory selected by CoNP and request analysis per the appropriate, approved methods. The laboratory will provide these samples results directly to the CoNP and ADEC. Our cost estimate does not include time for data review and validation or reporting.

PROJECT TEAM

This project will be managed out of Shannon & Wilson's Fairbanks Office. Mark Lockwood will serve as the Principal-in-Charge and Amber Masters will serve as the Project Manager. We will enlist the support of other qualified, experienced personnel as needed.

SCHEDULE

We will begin work upon your acceptance of this proposal. We anticipate sample collection to occur in June and July 2020.

TERMS AND CONDITIONS

Our fee for proposed scope of services, and the terms and conditions under which our services are offered, will be in accordance with the attached *Standard General Terms and Conditions*, which is considered an integral part of our proposal.

If this proposal meets with your approval, please sign in the space provided and return one signed copy of this letter, which will constitute your authorization for us to proceed with this scope of services. The estimated fee for this work is firm for 30 days from the date of this proposal. Should authorization be received after 30 days, we will review our estimate to determine if any changes have occurred that would affect the estimated cost or schedule of the project.

Mr. Paul Trissel And Mr. Bill Butler
March 27, 2020
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SHANNON & WILSON, INC.

If you are unwilling or unable to accept these terms and conditions under which our services are offered, we are willing to negotiate them and their associated impacts on our approach, scope of services, schedule, and price. At the time you accept our proposal, you must notify us in writing of your intent to negotiate these terms and conditions. If you do not submit written notification to the contrary, we will proceed on the basis that you accept our proposal as stated.

We have attached to this proposal a document titled "*Important Information about Your Geotechnical/Environmental Proposal*," which explains the limitations on our services. Please read it carefully so that you understand what our services can and cannot do for you.

Sincerely,


SHANNON & WILSON, INC.


Amber Masters
Environmental Scientist

Enc: Project Cost Estimate
Standard General Terms and Conditions
Important Information about Your Geotechnical/Environmental Proposal

ACCEPTANCE

I accept the above conditions and authorize the above work to proceed.

By:  Printed Name: Michael W. Welch
Title: Mayor, City of Billerica Date: April 8, 2020



Proposal: 105152-P
Date: 27-Mar-2020
Client: City of North Pole
Project: CoNP Pb and Cu Services
By: arm/krf

Project Cost Estimate

	Rate	Quantity	Subtotal	Total
Coordination and Project Management				
Sr. Associate	\$185.00 /hr	2 hrs	\$370	
Project Manager	\$100.00 /hr	6 hrs	\$600	
			S&W Total	\$970
Task 1 - Identification of 2020 Sampling Locations				
Engr/Geo/Scientist III	\$100.00 /hr	70 hrs	\$7,000	
Associate	\$170.00 /hr	4 hrs	\$680	
Printing Fee	\$50.00 project	1 project	\$50	
			S&W Total	\$7,730
Task 2 - Drinking Water Sample Collection Coordination				
Engr/Geo/ Scientist III	\$100.00 /hr	40 hrs	\$4,000	
Vehicle	\$125.00 /day	3 days	\$375	
Printing Fee	\$50.00 project	1 project	\$50	
			S&W Total	\$4,425
PROJECT TOTAL				\$13,125



 Date: 03/27/2020

 To: City of North Pole
 Attn: Mr. Paul Trissel & Mr. Bill Butler

 Re: Scope of Services, Lead and Copper Rule
 Services, North Pole, Alaska

STANDARD GENERAL TERMS AND CONDITIONS (ALL PURPOSE)

ARTICLE 1 – SERVICES OF SHANNON & WILSON

Shannon & Wilson's scope of work (Work) shall be limited to those services expressly set forth in its Proposal and is subject to the terms and conditions set forth herein.

Shannon & Wilson shall procure and maintain all business and professional licenses and registrations necessary to provide its services. Upon Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), Shannon & Wilson shall assist Client in attempting to obtain, or on behalf of Client and in Client's name attempt to obtain, those permits and approvals required for the project for which Shannon & Wilson's services are being rendered.

Client acknowledges, depending on field conditions encountered and subsurface conditions discovered, the number and location of borings, the number and type of field and laboratory tests, and other similar items, as deemed necessary by Shannon & Wilson in the exercise of due care, may need to be increased or decreased; if such modifications are approved by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If conditions actually encountered at the project site differ materially from those represented by Client and/or shown or indicated in the contract documents, or are of an unusual nature which materially differ from those ordinarily encountered and generally recognized as inherent for the locality and character of the services provided for in Shannon & Wilson's scope of work, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

Without increasing the scope of work, price, or schedule contained in Shannon & Wilson's Proposal, Shannon & Wilson may employ such subcontractors as Shannon & Wilson deems necessary to assist in furnishing its services.

If Shannon & Wilson's scope of work is increased or decreased by Client, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

ARTICLE 2 – TIMES FOR RENDERING SERVICES

Shannon & Wilson shall perform its services in accordance with the schedule set forth in its Proposal.

If Shannon & Wilson's Proposal sets forth specific periods of time for rendering services, or specific dates by which services are to be completed, and such periods of time or dates are extended or delayed through no fault of Shannon & Wilson, Shannon & Wilson's compensation and schedule shall be equitably adjusted.

If Shannon & Wilson's schedule is increased or decreased by Client, Shannon & Wilson's compensation shall be equitably adjusted.

ARTICLE 3 – PAYMENTS TO SHANNON & WILSON

Invoices shall be prepared in accordance with Shannon & Wilson's standard invoicing practices and shall be submitted to Client by Shannon & Wilson monthly. The amount billed in each invoice shall be calculated as set forth in Shannon & Wilson's Proposal.

Unless Shannon & Wilson's Proposal contains a fixed lump-sum price, Shannon & Wilson's actual fees may exceed the estimate contained in its Proposal. Shannon & Wilson shall not exceed the estimate contained in its Proposal by more than ten percent (10%) without the prior written consent of Client; provided however, unless the Client authorizes additional funds in excess of the estimate contained in Shannon & Wilson's Proposal, Shannon & Wilson shall have no obligation to continue work on the project.

Invoices are due and payable within 30 days of receipt. If Client fails to pay Shannon & Wilson's invoice within 30 days after receipt, the amounts due Shannon & Wilson shall accrue interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate of interest permitted by law, if less) after the 30th day. In addition, Shannon & Wilson may, after giving seven (7) days written notice to Client, suspend services under this Agreement until Shannon & Wilson has been paid in full.

If Client disputes Shannon & Wilson's invoice, only the disputed portion(s) may be withheld from payment, and the undisputed portion(s) shall be paid.

Records of Shannon & Wilson's direct and indirect costs and expenses pertinent to its compensation under this Agreement shall be kept in accordance with generally accepted accounting practices and applicable federal, state, or local laws and regulations. Upon request, such records shall be made available to Client for inspection on Shannon & Wilson's premises and copies provided to Client at cost.

ARTICLE 4 – CLIENT'S RESPONSIBILITIES

Client shall grant or obtain free access to the project site for all equipment and personnel necessary for Shannon & Wilson to perform its services.

ARTICLE 5 – STANDARD OF CARE / ABSENCE OF WARRANTIES / NO RESPONSIBILITY FOR SITE SAFETY OR CONTRACTOR'S PERFORMANCE

Standard of Care

The standard of care for all professional services performed or furnished by Shannon & Wilson under this Agreement shall be the skill and care ordinarily exercised by other members of Shannon & Wilson's profession, providing the same or similar services, under the same or similar circumstances, at the same time and locality as the services were provided by Shannon & Wilson. The construction, alteration, or repair of any object or structure by Shannon & Wilson shall be performed in a good and workmanlike manner in accordance with general industry standards, and conform to this Agreement. Shannon & Wilson warrants for one (1) year from substantial completion of the Work, all goods delivered hereunder shall be new and free from defects in material or workmanship,

and shall conform to the specifications, drawings, or sample(s) specified or furnished, if any, and shall be merchantable and fit for their intended purpose(s). Shannon & Wilson warrants that Shannon & Wilson has good and marketable title to all goods delivered hereunder, and that all goods delivered hereunder shall be free and clear of all claims of superior title, liens, and encumbrances of any kind.

Subsurface explorations and testing identify actual subsurface conditions only at those points where samples are taken, at the time they are taken. Actual conditions at other locations of the project site, including those inferred to exist between the sample points, may differ significantly from conditions that exist at the sampling locations. The passage of time or intervening causes may cause the actual conditions at the sampling locations to change as well.

Interpretations and recommendations made by Shannon & Wilson shall be based solely upon information available to Shannon & Wilson at the time the interpretations and recommendations are made.

Shannon & Wilson shall be responsible for the technical accuracy of its services, data, interpretations, and recommendations resulting therefrom, and Client shall not be responsible for discovering deficiencies therein. Shannon & Wilson shall correct any substandard work without additional compensation, except to the extent that such inaccuracies are directly attributable to deficiencies in Client-furnished information.

No Warranties

Shannon & Wilson makes no guarantees or warranties, express or implied, under this Agreement or otherwise, about Shannon & Wilson's professional services.

Client-Furnished Documents

Shannon & Wilson may use requirements, programs, instructions, reports, data, and information furnished by Client to Shannon & Wilson in performing its services under this Agreement. Shannon & Wilson may rely on the accuracy and completeness of requirements, programs, instructions, reports, data, and other information furnished by Client to Shannon & Wilson. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, and indemnify and hold Shannon & Wilson and its subcontractors harmless from any claims, liability, or expenses (including reasonable attorneys' fees and costs) arising from Shannon & Wilson's reliance on Client-furnished information, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Site Damage

Shannon & Wilson shall take reasonable precautions to minimize damage to the project site, but it is understood by Client that, in the normal course of Shannon & Wilson's services, some project site damage may occur, and the correction of such damage is not part of this Agreement unless so stated in Shannon & Wilson's Proposal. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, arising from any project site damage caused by Shannon & Wilson, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Buried Structures

If there are any buried structures and/or utilities on the project site where subsurface explorations are to take place, Client shall provide Shannon & Wilson with a plan showing their existing locations. Shannon & Wilson shall contact a utility locator service to request that they identify any public utilities. Shannon & Wilson shall use reasonable care and diligence to avoid contact with buried structures and/or utilities as shown. Shannon & Wilson shall not be liable for any loss or damage to buried structures and/or utilities resulting from inaccuracy of the plans, or lack of plans, or errors by the locator service relating to the location of buried structures and/or utilities. Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, arising from damage to buried structures and/or utilities caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Aquifer Cross-Contamination

Despite the use of due care, unavoidable contamination of soil or groundwater may occur during subsurface exploration when drilling or sampling tools are advanced through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants off the project site. Because Shannon & Wilson is powerless to totally eliminate this risk despite use of due care, and because sampling is an essential element of Shannon & Wilson's services, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors, arising from cross-contamination caused by Shannon & Wilson's sampling, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

Opinions of Probable Construction Costs

If opinions of probable construction costs are included in Shannon & Wilson's Proposal, Shannon & Wilson's opinions of probable construction costs shall be made on the basis of its experience and qualifications and represent its judgment as a professional generally familiar with the industry. Opinions of probable construction costs are based, in part, on approximate quantity evaluations that are not accurate enough to permit contractors to prepare bids. Further, since Shannon & Wilson has no control over: the cost of labor, materials, equipment, or services furnished by others; the contractor's actual or proposed construction methods or methods of determining prices; competitive bidding; or market conditions, Shannon & Wilson cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of the components of probable construction cost prepared by Shannon & Wilson. If Client or any contractor wishes greater assurance as to probable construction cost, Client or contractor shall employ an independent cost estimator.

Review of Contractor's Shop Drawings and Submittals

If review of a contractor's shop drawings and submittals are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review and take appropriate action on the contractor's submittals, such as shop drawings, product data, samples, and other data, which the contractor is required to submit, but solely for the limited purpose of checking for general overall conformance with Shannon & Wilson's design concept. This review shall not include a review of the accuracy or completeness of details, such as quantities; dimensions; weights or gauges; fabrication processes; construction means, methods, sequences or procedures; coordination of the work with other trades; or construction safety precautions, all of which are the sole responsibility of the contractor. Shannon & Wilson's review shall be conducted with reasonable promptness while allowing sufficient time, in Shannon & Wilson's judgment, to permit adequate review. Review of a specific item shall not be construed to mean that Shannon & Wilson has reviewed the entire assembly of which the item is a component. Shannon & Wilson shall not be responsible for any deviations by the contractor in the shop drawings and submittals from the construction documents, which are not brought to the attention of Shannon & Wilson by the contractor in writing.

Construction Observation

If construction observation is included in Shannon & Wilson's Proposal, Shannon & Wilson shall visit the project site at intervals Shannon & Wilson deems appropriate, or as otherwise agreed to in writing by Client and Shannon & Wilson, in order to observe and keep Client generally informed of the progress and quality of the work. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of any contractor's work, but rather are to allow Shannon & Wilson, as a professional, to become generally familiar with the work in progress in order to determine, in general, whether the work is progressing in a manner indicating that the work, when fully completed, will be in accordance with Shannon & Wilson's general overall design concept. Shannon & Wilson's authority shall be limited to observing, making technical comments regarding general overall compliance with Shannon & Wilson's design

concept, and rejecting any work which it becomes aware of that does not comply with Shannon & Wilson's general overall design concept. Shannon & Wilson's acceptance of any non-conforming work containing latent defects or failure to reject any non-conforming work not inspected by Shannon & Wilson shall not impose any liability on Shannon & Wilson or relieve any contractor from complying with their contract documents. All construction contractors shall be solely responsible for construction site safety, the quality of their work, and adherence to their contract documents. Shannon & Wilson shall have no authority to direct any contractor's actions or stop any contractor's work.

If Shannon & Wilson is not retained to provide construction observation of the implementation of its design recommendations, Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson arising from the implementation of Shannon & Wilson's design recommendations, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract.

No Responsibility for Site Safety

Except for its own subcontractors and employees, Shannon & Wilson shall not: supervise, direct, have control over, or authority to stop any contractor's work; have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by any contractor; be responsible for safety precautions and programs incident to any contractor's work; or be responsible for any failure of any contractor to comply with laws and regulations applicable to the contractor, all of which are the sole responsibility of the construction contractors. This requirement shall apply continuously, regardless of time or place, and shall in no way be altered because a representative of Shannon & Wilson is present at the project site performing his/her duties. Notwithstanding anything to the contrary, Shannon & Wilson shall never be deemed to have assumed responsibility for the project's site safety by either contract or conduct. No act or direction by Shannon & Wilson shall be deemed the exercise of supervision or control of any contractor's employees or the direction of any contractor's performance. Any direction provided by Shannon & Wilson shall be deemed solely to ensure the contractor's general overall compliance with Shannon & Wilson's design concept.

No Responsibility for Contractor's Performance

Except for its own subcontractors and employees, Shannon & Wilson shall not be responsible for safety precautions, the quality of any contractor's work, or any contractor's failure to furnish or perform their work in accordance with their contract documents.

Except Shannon & Wilson's own employees and its subcontractors, Shannon & Wilson shall not: be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other persons at the project site, or otherwise furnishing or performing any work; or for any decision based on interpretations or clarifications of Shannon & Wilson's design concept given without the consultation and concurrence of Shannon & Wilson.

Approval of Contractor's Applications for Payment

If approval of a contractor's applications for payment are included in Shannon & Wilson's Proposal, Shannon & Wilson shall review the amounts due the contractor and issue a recommendation about payment to Client. Shannon & Wilson's review and approval shall be limited to an evaluation of the general progress of the work and the information contained in the contractor's application for payment and a representation by Shannon & Wilson that to the best of the Shannon & Wilson's knowledge, the contractor has performed work for which payment has been requested, subject to further testing and inspection upon substantial completion. The issuance of a recommendation for payment shall not be construed as a representation that: Shannon & Wilson has made an exhaustive check or a detailed or continuous inspection check of the quality or quantity of the contractor's work; approved the contractor's means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

Shannon & Wilson agrees to keep confidential and to not disclose to any person or entity (other than Shannon & Wilson's employees and subcontractors), without the prior consent of Client, all information furnished to Shannon & Wilson by Client or learned by Shannon & Wilson as a result of its work on the project; provided however, that these provisions shall not apply to information that: is in the public domain through no fault of Shannon & Wilson; was previously known to Shannon & Wilson; or was independently acquired by Shannon & Wilson from third-parties who were under no obligation to Client to keep said information confidential. This paragraph shall not be construed to in any way restrict Shannon & Wilson from making any disclosures required by law. Client agrees that Shannon & Wilson may use and publish Client's name and a general description of Shannon & Wilson's services with respect to the project in describing Shannon & Wilson's experience and qualifications to others.

Copyrights and Patents – Shannon & Wilson shall indemnify, hold harmless, and defend Client from any and all actions, damages, demands, expenses (including reasonable attorneys' fees and costs), losses, and liabilities arising out of any claims that any goods or services furnished by Subcontractor infringe any patent, trademark, trade name, or copyright.

Use of Documents

All documents prepared by Shannon & Wilson are instruments of service with respect to the project, and Shannon & Wilson shall retain a copyrighted ownership and property interest therein (including the right of reuse) whether or not the project is completed.

Shannon & Wilson grants to Client a non-exclusive, irrevocable, unlimited, royalty-free license to use any documents prepared by Shannon & Wilson for Client. Client may make and retain copies of such documents for their information and use. Such documents are not intended or represented to be suitable for reuse by Client, or others, after the passage of time, on extensions of the project, or on any other project. Any such reuse without written verification or adaptation by Shannon & Wilson, as appropriate for the specific purpose intended, shall be at Client's sole risk, and Client shall, only to the fullest extent permitted by law, waive any claims against Shannon & Wilson and its subcontractors arising from such reuse, except to the extent of Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract. Any verification or adaptation of the documents for extensions of the project or for any other project by Shannon & Wilson shall entitle Shannon & Wilson to additional compensation to be agreed upon by Client and Shannon & Wilson.

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Shannon & Wilson. Text, data, or graphics files in electronic media format are furnished solely for the convenience of Client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving an electronic file agrees that it shall perform acceptance tests or procedures within 60 days after its receipt, after which, unless notice of any errors are given in writing to the delivering party, the receiving party shall be deemed to have accepted the data thus transferred. Any errors reported within the 60-day acceptance period shall be corrected by the party delivering the electronic files at their sole expense. Shannon & Wilson shall not be responsible for maintaining documents stored in electronic media format after acceptance by Client.

When transferring documents in electronic media format, neither Client nor Shannon & Wilson makes any representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used for the document's creation.

ARTICLE 7 - INSURANCE

Shannon & Wilson shall purchase and maintain during the term of this contract, the following insurance coverage at its sole expense:

Commercial General Liability - \$1,000,000 each occurrence/\$2,000,000 annual aggregate Bodily Injury/Property Damage Combined Single Limit including Blanket Contractual Liability, Broad Form Products and Completed Operations, Explosion/Collapse/Underground (XCU) Exposures, and Washington Stop Gap coverage.

Auto Liability - \$1,000,000 Bodily Injury/Property Damage Combined Single Limit including Owned, Hired, and Non-Owned Liability coverage.

Umbrella Liability - \$10,000,000 Bodily Injury/Property Damage combined Single Limit in excess of Commercial General Liability, Auto Liability, and Employers' Liability.

Workers' Compensation - Statutory in monopolistic states and \$500,000 per accident/\$500,000 per disease/\$500,000 disease policy aggregate Employers' Liability in non-monopolistic including if applicable, U.S. Longshore & Harbor Workers coverage.

Professional Liability - \$5,000,000 per claims/\$5,000,000 annual aggregate for professional errors and omissions including Pollution Liability coverage.

If requested in writing by Client, Shannon & Wilson shall name Client as an additional insured on its Commercial General Liability policy.

If requested in writing by Client, Shannon & Wilson shall deliver to Client certificates of insurance evidencing such coverage. Such certificates shall be furnished before commencement of Shannon & Wilson's services.

Client shall cause Shannon & Wilson and its subcontractors to be listed as additional insureds on any Commercial General Liability insurance carried by Client that is applicable to the project.

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

Client has disclosed to Shannon & Wilson all data known to Client concerning known or suspected hazardous environmental conditions, including but not limited to, the existence of all asbestos, PCBs, petroleum, hazardous waste, or radioactive material, if any, located at or near the project site, including its type, quantity, and location, or has represented to Shannon & Wilson that, to the best of Client's knowledge, no hazardous environmental conditions exist at or near the project site.

If any hazardous environmental condition is encountered or believed to exist, Shannon & Wilson shall notify Client and, to the extent required by applicable laws and regulations, the project site owner, and appropriate governmental officials.

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

All substances on, in, or under the project site, or obtained from the project site as samples or as byproducts (e.g., drill cuttings and fluids) of the sampling process are the project site owner's property. Shannon & Wilson shall preserve such samples for forty-five (45) calendar days after Shannon & Wilson's issuance to Client of the final instrument of service that relates to the data obtained from them. Shannon & Wilson shall dispose of all non-hazardous samples and sampling process byproducts in accordance with applicable law; provided however, any samples or sampling process byproducts that are, or are believed to be, affected by regulated contaminants shall be packaged by Shannon & Wilson in accordance with applicable law, and turned over to Client or left on the project site. Shannon & Wilson shall not transport, store, treat, dispose of, or arrange for the transportation, storage, treatment, or disposal of, any substances known, believed, or suspected to be affected by regulated contaminants, nor shall Shannon & Wilson subcontract for such activities.

Shannon & Wilson shall, at Client's request (and for additional compensation, if not already included in Shannon & Wilson's Proposal), help Client or the project site owner identify appropriate alternatives for transportation, storage, treatment, or disposal of such substances, but Shannon & Wilson shall not make any independent determination about the selection of a transportation, storage, treatment, or disposal facility.

Client or the project site owner shall sign all manifests for the transportation, storage, treatment, or disposal of substances affected by regulated contaminants; provided however, notwithstanding any other provisions of this Agreement to the contrary if Client directs Shannon & Wilson, Shannon & Wilson's employees, or Shannon & Wilson's agents to sign such manifests and/or to hire for Client or the project site owner a contractor to transport, store, treat, or dispose of the contaminated substances, Shannon & Wilson shall do so only as Client's disclosed agent.

Client's Liability for Hazardous or Toxic Materials

Except to the extent caused by Shannon & Wilson's and its subcontractor's negligent or wrongful acts, errors, omissions, or breach of contract, and only to the maximum extent permitted by law, Client agrees, to the extent permitted by law, indemnify and hold harmless Shannon & Wilson, its subcontractors and their partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage (including bodily injury, death, or property damage to Shannon & Wilson's own employees), or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the arrangement for and/or ownership, operation, generation, labeling, transportation, storage, disposal, treatment, release, or threatened release of any hazardous or toxic materials, as defined by CERCLA, MTCA, or similar federal, state, or local environmental laws, on and/or from the project site.

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

To the maximum extent permitted by law, Shannon & Wilson shall: indemnify and hold harmless Client, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever; arising from the negligent

or wrongful acts, errors, or omissions, or breach of contract or warranty express or implied, by Shannon & Wilson or any of its subcontractors; but only to the extent of Shannon & Wilson's and its subcontractor's relative degree of fault. In furtherance of these obligations, and only with respect to Client, its appointed and elected officials, partners, officers, directors, employees and agents, Shannon & Wilson waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. Shannon & Wilson acknowledges that this waiver of immunity was mutually negotiated.

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

Notwithstanding any other provisions of this Agreement, and only to the maximum extent permitted by law, the total liability, in the aggregate, of Shannon & Wilson, its subcontractors, and their partners, officers, directors, employees, agents and, or any of them, to Client and/or anyone claiming by, through, or under Client, for any and all actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise), claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to Shannon & Wilson's own employees) or arising under CERCLA, MTCA, or similar federal, state, or local environmental laws), costs, damages (including without limitation, economic, non-economic, general, special, incidental, consequential), demands, expenses (including, but not limited to, reasonable attorneys' fees and costs of defense), fines, judgments, liens, liabilities, and penalties of any kind whatsoever, arising out of, resulting from, or in any way related to the project or this Agreement, shall be limited to the insurance proceeds payable on behalf of or to Shannon & Wilson by any insurance policies applicable thereto. If you are unwilling or unable to limit our liability in this manner, we will negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price, with you. You must notify us in writing before we commence our work of your intention to negotiate this limitation and its associated impact on our approach, scope of work, schedule, and price. Absent your prior written notification to the contrary, we will proceed on the basis that our total liability is limited as set forth above.

ARTICLE 10 – MISCELLANEOUS

Termination

This Agreement may be terminated without further obligation or liability by either party, with or without cause (for convenience), upon 30 days prior written notice to the other. Shannon & Wilson shall be entitled to compensation for all services performed prior to the termination of this Agreement. This Agreement may be terminated by the non-breaching party upon any breach of this Agreement that remains uncured after 10 days' notice to the breaching party by the non-breaching party. Upon payment of all amounts due Shannon & Wilson, Client shall be entitled to copies of Shannon & Wilson's files and records pertaining to services performed prior to the termination of this Agreement.

Successors, Assigns, and Beneficiaries

This Agreement shall be binding upon each party's assigns, successors, executors, administrators, and legal representatives.

Neither Client nor Shannon & Wilson may assign or transfer any rights under or interest in this Agreement without the written consent of the other. No assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Shannon & Wilson to any third-party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of Client and Shannon & Wilson. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third-party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Jurisdiction, Venue, and Choice of Law

Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims. As a condition precedent to commencing a judicial proceeding, a party shall first submit their claims to non-binding mediation through and in accordance with the rules of the American Arbitration Association.

This Agreement shall be construed in accordance with and governed by the laws (except choice and conflict of law provisions) of the state in which the Project is located.

Any judicial action shall be brought in the state in which the Project is located.

Attorneys' Fees

Should any dispute or claims arise out of this Agreement, whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded their reasonable attorneys' fees and costs, including upon appeal and in the enforcement of any judgment.

Waiver

A waiver of any of the terms and conditions or breaches of this Agreement shall not operate as a subsequent waiver.

Headings

The headings used in this agreement are for general ease of reference only. They have no meaning and are not part of this Agreement.

Integration

This Agreement, together with all attachments hereto, are incorporated by reference into each other, and supersede all prior written and oral discussions, representations, negotiations, and agreements on the subject matter of this Agreement and represent the parties' complete, entire, and final understanding of the subject matter of this Agreement.

Survival

Notwithstanding completion or termination of this Agreement for any reason, all representations, warranties, limitations of liability, and indemnification obligations contained in this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Severability

If any of the terms or conditions of this Agreement are found to be void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the original intent expressed in the provisions, to render it valid and enforceable. If the court is unable to reform the provisions to render it valid and enforceable, the court shall strike only that portion which is invalid or unenforceable, and this Agreement shall then be construed without reference to the void or unenforceable provisions.

Important Information About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

**The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms
Practicing in the Geosciences, Silver Spring, Maryland**

**CITY OF NORTH POLE
ORDINANCE 20-15
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 2, CHAPTER 2.36 PERSONNEL CODE, SECTION.
470 PAY**

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

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

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

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

Section 2. Amend Title 2, Personnel Code, Pay is hereby amended in the North Pole Code of
Ordinances as follows:

2. 36.470 Pay.

See attached revised Unified Pay Scale.

Section 3. Effective Date. This ordinance shall become effective at 5:00pm on the first city day
of the pay period following adoption.

Advanced by a duly constituted quorum of the North Pole City Council this 20th day of July,
2020.

Michael W. Welch, Mayor

ATTEST:

Aaron Rhoades, Acting North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

**CITY OF NORTH POLE
ORDINANCE 20-16**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
OPPOSE PASAGE OF LEGISLATION THAT WOULD RESTRICT
INDIVIDUAL RIGHTS PROTECTED BY THE SECOND AMENDMENT
OF THE UNITED STATES CONSTITUTION AND DECLARING THE
CITY OF NORTH POLE A SECOND AMENDMENT SANCTUARY**

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

WHEREAS, Article 1, Section 19 of the Constitution of the State of Alaska states: "A well-regulated militia being necessary to the security of a free state, the right of the people to keep and bear arms shall not be infringed. The individual's right to keep and bear arms shall not be denied or infringed by the State or a political subdivision of the State"; and

WHEREAS, in addition to state constitutional protections, the right of the people to keep and bear arms is further protected from infringement by state and local governments under the Ninth, Tenth, and Fourteenth Amendments to the Constitution of the United States of America; and

WHEREAS, the United States Supreme Court in *McDonald v. City of Chicago* affirmed that the Second Amendment to the U.S. Constitution applies to the states through the Due Process Clause of the Fourteenth Amendment of U.S. Constitution; and

WHEREAS, the residents of the City Of North Pole derive economic benefit from all safe forms of firearms recreation, hunting, and shooting conducted within the State using all types of firearms allowable under the U.S. and Alaska Constitutions; and

WHEREAS, the Alaska State Legislature passed HB 69 in 2013, signed into law by the Governor on September 10, 2013, an act prohibiting state and municipal agencies from using assets to implement or aid in the implementation federal laws or regulations that are applied to infringe on a person's right to bear arms; and

WHEREAS, AS 44.99.040 prohibits the use of local funds to implement or aide in the implementation of a federal law that infringe on a person's right to keep and bear arms or deny a person's due process rights; and

WHEREAS, the City Council wishes to express opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the U.S. Constitution and under the Alaska Constitution of the citizens of The City Of North Pole to keep and bear arms; and

WHEREAS, the City Council wishes to express its deep commitment to the rights of citizens of the City Of North Pole to keep and bear arms; and

WHEREAS, the City Council wishes to express its intent to stand as a sanctuary for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the

1 State of Alaska, any efforts to unconstitutionally restrict such rights, and to use such legal means at
2 its disposal to protect the rights of the citizens to keep and bear arms;

3
4 **WHEREAS**, changes to the public services practices and policies is a continually changing
5 requirement; and,

6
7 **NOW THEREFORE, BE IT ORDAINED BY THE CITY OF NORTH POLE:**

8
9 **SECTION 1.** That this is an uncodified ordinance.

10
11 **SECTION 2.** That the City Council opposes the enactment of any legislation that would infringe
12 upon the right of its law-abiding citizens to keep and bear arms and consider such laws to be
13 unconstitutional.

14
15 **SECTION 3.** That the City Council hereby expresses its intent to uphold the Second Amendment
16 rights of the law-abiding citizens of the City of North Pole and that public funds, resources,
17 employees, buildings or offices not be used to restrict Second Amendment rights or to aid or assist in
18 the enforcement of the unnecessary and unconstitutional restriction of the rights under the Second
19 Amendment of the citizens of the City Of North Pole to keep and bear arms.

20
21 **SECTION 4.** That the City Council hereby declares the City Of North Pole a “Second Amendment
22 Sanctuary”.

23
24 **SECTION 5.** This ordinance shall become effective immediately upon passage.

25
26 Advanced by a duly constituted quorum of the North Pole City Council this 20th day of July,
27 2020.

28
29
30
31 _____
Michael W. Welch, Mayor

32 ATTEST:

33
34
35 _____
36 Aaron Rhoades, Acting North Pole City Clerk

37
38

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE
ORDINANCE 20-17
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 2, CHAPTER 2.36 PERSONNEL CODE, SECTION.
470 PAY**

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

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

WHEREAS, the current pay scale in Chapter 2.36 Personnel Code Section 470 Pay will be
amended to make the current Range 6 the new Range 1 and,

WHEREAS, any current employee who is below the new Range 1 will be elevated to at least the
new Range 1 and,

WHEREAS, all current employees will elevate one step to fix past COLA shortfalls,

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

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

Section 2. Amend Title 2, Personnel Code, Pay is hereby amended in the North Pole Code of
Ordinances as follows:

2. 36.470 Pay.

See attached revised Unified Pay Scale.

Section 3. Effective Date. This ordinance shall become effective at 5:00pm on the first city day
of the pay period following adoption.

Advanced by a duly constituted quorum of the North Pole City Council this 3rd day of August,
2020.

Michael W. Welch, Mayor

ATTEST:

Aaron Rhoades, Acting North Pole City Clerk

PASSED/FAILED Yes: No: Absent:

7/27/20

Proposed Range Move to Range 6
3% annually

Position	Range 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Mayor	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750	5750
Police Chief	5284	5443	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7993	8232	8479	8734	8996	9266
Fire Chief	5284	5443	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7993	8232	8479	8734	8996	9266
City Clerk/HR	5284	5443	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7993	8232	8479	8734	8996	9266
City Acct	5284	5443	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7993	8232	8479	8734	8996	9266
Director of City Svs	5284	5443	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7993	8232	8479	8734	8996	9266
	30.49	31.40	32.35	33.32	34.32	35.35	36.41	37.50	38.62	39.78	40.98	42.21	43.47	44.78	46.12	47.50	48.93	50.40	51.91	53.46
Police Lt.	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	7405	7627	7856	8092	8334
Dep Fire Chief	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	7405	7627	7856	8092	8334
	27.42	28.24	29.09	29.96	30.86	31.79	32.74	33.72	34.73	35.78	36.85	37.96	39.09	40.27	41.48	42.72	44.00	45.32	46.68	48.08
Deputy Accountant	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	7405	7627	7856	8092	8334
Records Mgr/Archivist	3622	3731	3843	3958	4077	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351
AR, AP, Utility Billing Clerk	3622	3731	3843	3958	4077	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351
Admin Asst Evidence Cust/Dispr	3622	3731	3843	3958	4077	4199	4325	4455	4588	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351
	20.89	21.52	22.16	22.83	23.51	24.22	24.94	25.69	26.46	27.26	28.07	28.92	29.78	30.68	31.60	32.55	33.52	34.53	35.56	36.63
Public Works Supervisor	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	7405	7627	7856	8092	8334
	27.42	28.24	29.09	29.96	30.86	31.79	32.74	33.72	34.73	35.78	36.85	37.96	39.09	40.27	41.48	42.72	44.00	45.32	46.68	48.08
Public Works Assistant	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	6349	6539	6735	6937	7146
	23.50	24.21	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.51	34.51	35.55	36.61	37.71	38.84	40.01	41.21
Utility Supervisor	4753	4896	5042	5194	5350	5510	5675	5846	6021	6202	6388	6579	6777	6980	7189	7405	7627	7856	8092	8334
	27.42	28.24	29.09	29.96	30.86	31.79	32.74	33.72	34.73	35.78	36.85	37.96	39.09	40.27	41.48	42.72	44.00	45.32	46.68	48.08
Utility Operator	4299	4428	4561	4698	4839	4984	5133	5287	5446	5609	5777	5951	6129	6313	6503	6698	6899	7106	7319	7538
	24.80	25.54	26.31	27.10	27.91	28.75	29.61	30.50	31.42	32.36	33.33	34.33	35.36	36.42	37.51	38.64	39.80	40.99	42.22	43.49

7/27/20

Proposed Range Move to Range 6
3% annually

Utility Assistant	4075	4197	4323	4453	4586	4724	4866	5012	5162	5317	5476	5641	5810	5984	6164	6349	6539	6735	6937	7146
	23.50	24.21	24.93	25.68	26.45	27.24	28.06	28.90	29.77	30.66	31.58	32.53	33.51	34.51	35.55	36.61	37.71	38.84	40.01	41.21
Police Sergeant	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7148	7363	7584	7811	8046	8287
	27.27	28.09	28.93	29.80	30.69	31.61	32.56	33.54	34.54	35.58	36.65	37.75	38.88	40.05	41.25	42.49	43.76	45.07	46.43	47.82
Police Detective	4573	4710	4851	4997	5147	5301	5460	5624	5793	5967	6146	6330	6520	6716	6917	7125	7338	7558	7785	8019
	26.37	27.16	27.98	28.82	29.68	30.57	31.49	32.43	33.40	34.41	35.44	36.50	37.60	38.73	39.89	41.08	42.32	43.59	44.89	46.24
Police Officer	4449	4582	4720	4862	5007	5158	5312	5472	5636	5805	5979	6158	6343	6534	6730	6931	7139	7354	7574	7801
	25.67	26.44	27.23	28.05	28.89	29.76	30.65	31.57	32.52	33.49	34.50	35.53	36.60	37.70	38.83	39.99	41.19	42.43	43.70	45.01
Police Officer-Recruit																				
Wage-at-Academy	15																			
Fire Captain	4726	4868	5014	5164	5319	5479	5643	5812	5987	6166	6351	6542	6738	6940	7148	7363	7584	7811	8046	8287
	20.52	21.14	21.77	22.42	23.10	23.79	24.50	25.24	25.99	26.77	27.58	28.40	29.26	30.13	31.04	31.97	32.93	33.92	34.93	35.98
Fire Lt.	4558	4695	4836	4981	5130	5284	5442	5606	5774	5947	6126	6309	6499	6694	6894	7101	7314	7534	7760	7992
	19.79	20.38	21.00	21.63	22.27	22.94	23.63	24.34	25.07	25.82	26.60	27.39	28.22	29.06	29.93	30.83	31.76	32.71	33.69	34.70
Fire Engineer	4449	4582	4720	4862	5007	5158	5312	5472	5636	5805	5979	6158	6343	6534	6730	6931	7139	7354	7574	7801
	19.31	19.89	20.49	21.10	21.73	22.39	23.06	23.75	24.46	25.20	25.95	26.73	27.53	28.36	29.21	30.08	30.99	31.92	32.87	33.86
Firefighter	3880	3996	4116	4240	4367	4498	4633	4772	4915	5063	5214	5371	5532	5698	5869	6045	6226	6413	6605	6804
	16.84	17.35	17.87	18.40	18.95	19.52	20.11	20.71	21.33	21.97	22.63	23.31	24.01	24.73	25.47	26.24	27.02	27.83	28.67	29.53
Overhire	16.84	17.35	17.87	18.40	18.95	19.52	20.11	20.71	21.33	21.97	22.63	23.31	24.01	24.73	25.47	26.24	27.02	27.83	28.67	29.53

ORDINANCE NO. 20-18
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND 2020 OPERATING BUDGET AND OTHER FUNDS

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

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

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

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

WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy and recorded as amendments to the budget upon approval to move \$10,459.00 from Police Department Wages to Police Department Equipment Outlay.

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

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

Advanced by a duly constituted quorum of the North Pole City Council this 3rd day of August 2020.

Michael W. Welch, Mayor

ATTEST:

Aaron Rhoades, Acting North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



North Pole Police Department

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



January 9, 2020

To: Honorable Mayor Welch
North Pole Council Members

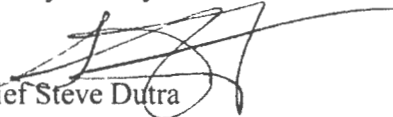
Re: Council approval Long Building Technologies bid for cameras
Amount of \$45,459.00

I would like the council to approve the bid submitted by Long Building Technologies for our 20SHSP-GY18 DHS Grant to install cameras in the police department and city hall. This bid is part of the State of Alaska Shared Services contract #180000199B and is an authorized procurement method for the City of North Pole to utilize.

This procurement method exceeds the standards established under NPMC 4.16.030. Once we complete the EHP we will proceed with this project. The overall grant from SHSP-2018 is \$35,000. The overall cost to complete this project is \$45,459.00. We will offset the difference with either excess budget funds or use asset forfeiture funds to cover the police department costs.

Once this project is complete we will have cameras in and around City Hall and the Police Department.

Thank you for your time.


Chief Steve Dutra

Section C
1A#103



Long live your building!

City of North Pole

125 Snowman Lane
North Pole, AK 99705

Attn: Steve Dutra

Date: December 30, 2019

Proposal #: APP19-00718R1

Expiration: 30 days from above date

Account Executive: Pauline Powell

Contact Number: (907) 550-2125

Project: CCTV System Installation – City of North Pole City Hall and Police Station
SHARED SERVICES STATE CONTRACT # 180000199B

Thank you for the opportunity to submit a quote for the requested work at the City of North Pole City Hall and Police Station. LONG Building Technologies, Inc. ("LONG") is committed to being the industry leader in providing a single resource for your security solutions.

Our security system design is based upon providing the right hardware and technology to accommodate your needs today and into the future. LONG will provide to you the information required to make an educated investment decision.

We are pleased to offer this detailed Scope of Work for your project.

A. SCOPE OF WORK – SECURITY

- 1) Provide all necessary installation, setup and programming required to provide a turn-key, CCTV system in the City of North Pole Police Department and City Hall. This system, as part of the project, shall be migrated into the current City of Fairbanks Milestone System.
- 2) **Police Department**
 - i) Provide and install one (1) Video Server, Intel Xeon Processor, 16GB RAM, min 12TB for video storage. This server shall be installed to the Police Department comm rack and will meet outlined server specifications.
 - ii) Provide and install one (1) TPE-TG160g 16-port, PoE+, unmanaged, rack-mounted, switch. This switch will be installed to the comm rack.
 - iii) Provide and install one (1) APC BR-1500G 1500VA UPS to the comm rack. The Video Server and PoE+ Switch shall be plugged into this UPS.
 - iv) Provide and install one (1) Milestone XProtect Expert Base License, no substitutes, to the Video Server.
 - v) Provide and install twelve (12) Milestone XProtect Expert Device Licenses with 3-Yr SUP licenses to the Video Server. No substitutes.
 - vi) Provide and install four (4) OE-C6123 indoor IP cameras for camera locations 10, 11, 13, and 15 per the Map.
 - vii) Provide and install three (3) OE-C7624-AWR IP cameras, with short-arm pendant wall mounts and adapters, for camera locations 6, 7, and 8 per the Map.
 - viii) Provide and install one (1) OE-C7088-AWR 4K IP camera, with short-arm pendant wall mounts and adapters, for camera location 9 per the Map.
 - ix) Provide and install two (2) OE-C97512 360°, 12MP, IP cameras, with short arm wall mounts and corner brackets, to camera locations 16 and 17 per the Map.
 - x) Provide and install all CAT6 cabling and conduit. Exposed-area runs shall be in conduit. Penetrations will follow current Life-Safety and NEC guidelines. Cabling will be Plenum-rated.
 - xi) Provide and install one (1) 32" monitor with Workstation to the Dispatch. This workstation will have Milestone XProtect Client installed. Workstation shall meet outlined specifications.

Section C
1A #2 of 3

3) **City Hall**

- i) Provide and install one (1) TPE-TG160g 16-port, PoE+, unmanaged, rack-mounted, switch. This switch will be installed to the comm rack in City Hall and adjoined directly to the Police Department CCTV switch.
 - ii) Provide and install one (1) APC BR-1500G 1500VA UPS to the comm rack. The PoE+ switch shall be plugged into this UPS.
 - iii) Provide and install five (5) Milestone XProtect Expert Device Licenses with 3-Yr SUP licenses to the Video Server in the Police Station. No substitutes.
 - iv) Provide and install four (4) OE-C6123 indoor IP cameras for camera locations 1, 2, 3 and 4 per the Map.
 - v) Provide and install one (1) PNM-9030V 180°IP camera, with short-arm pendant wall mounts and adapters, for camera location 5 per the Map.
 - vi) Provide and install all CAT6 cabling and conduit. Exposed-area runs shall be in conduit, with the Council Chambers being the exception; cable will be hidden in the architectural features of the room. Penetrations will follow current Life-Safety and NEC guidelines. Cabling will be Plenum-rated.
- 4) Program the City of North Pole system as a Slave system to the City of Fairbanks Milestone system and create views for the CoF Police Dispatch.
- i) City of North Pole must provide a signed MOA from the City of Fairbanks for this to be completed.
- 5) Provide Engineered As-Built Drawings.
- 6) Provide Lift for high elevation installation/work.
- 7) Provide all necessary miscellaneous materials, connectors and freight.
- 8) Provide all necessary commissioning and training.
- 9) Current Milestone MCIT and MCDE Certifications for participating technicians will be submitted.
- 10) One-year warranty on all supplied materials and workmanship.
- 11) Pricing does not include tax.
- 12) Owner will provide IT support for City of North Pole network-related items.

B. PRICE OF WORK (BUDGETARY NUMBERS ONLY)

1. Police Station CCTV Base.....	\$27,768.00
2. City Hall CCTV Base.....	\$7,771.00
3. Video Server.....	\$7,316.00
4. PD Workstation	\$2,604.00
5. TOTAL	\$45,459.00

C. MAINTENANCE AGREEMENT:

1. Let's discuss maximizing the performance and lifetime of your system.

D. INCLUSIONS:

1. LONG will provide all labor for this project during normal business hours. If overtime work is required, an additional proposal will be provided for that work.
2. LONG will coordinate work with Customer to minimize disruption.
3. **LONG will start site work in 4-6 weeks to allow for product and engineered drawings delivery. Additional charges will apply for site work starting sooner than 4 weeks from date of signature.**
4. LONG will provide and install all necessary components listed in Inclusions for a complete and operable system.

SECTION
1A3 of 3

5. Should deficient components be identified during the course of this scope of work, those items will be reported to Customer and a separate proposal for their repair/replacement will be provided upon request.
6. LONG will provide all necessary wire and cabling. (NOTE): Existing raceways will be utilized wherever possible.

E. EXCLUSIONS:

1. A 120VAC power source input – hard-wired, non-receptacle – for the power supplies is not included in this scope of work.
2. Customer is responsible for all user programming.
3. All warranty for owner supplied or existing materials and workmanship.
4. All costs of bonds and permits
5. Code Upgrades
6. Demolition of any kind.
7. Power wiring or electrical panel modifications beyond what is included in this scope of work.
8. Hazardous material identification, abatement or removal.
9. Any/all general contractor related work, such as framing, painting, patching, man bars, roofing, architectural sheet metal, etc.
10. All trash removal from site.
11. All taxes and assessments related to this project.
12. Builders Risk Insurance.
 - ☒ Cutting, patching, painting of finishes
 - ☒ Core drilling, saw cutting
 - ☒ Trenching, tunneling
 - ☒ Hazardous materials handling
 - ☒ Provision of access doors
 - ☒ Demolition
 - ☒ Bid bond
 - ☒ Payment bond
 - ☒ Performance bond
 - ☒ Work outside normal business hours

F. PAYMENT OPTIONS:

1. ☐ Upon receipt of a signed Contract, a fifty percent (50%) down payment of the Contract amount is due and the final payment is due upon completion.
2. ☒ Upon receipt of a signed Contract and a signed Credit Application, LONG may choose to extend credit and send monthly progress billings – net 30, with a 1.5% per month service charge on past due invoices.

RESPONSIBILITY MATRIX	LONG		Owner		Electrical		LONG Subcontractor		Other	
	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install	Furnish	Install
IP Cameras	x	x								
Camera License	x	x								
Camera License Support Plan	x	x								
Milestone Base License	x	x								
Video Server	?	x	?							
Cable/Conduit	x	x								
Workstations	?	?								
IP Addresses			x							
Commissioning	x									
120VAC power			x							

AUTHORIZE

Accepted for:

Accepted by:

Title:

Signature:

Date:

Submitted by: LONG

Submitted by: Pauline Powell

Title: Security Account Executive

Signature: *Pauline K. Powell*

Date: December 30, 2019

Notwithstanding, any inconsistent or additional terms that may be embodied in your purchase order/contract, LONG will accept your order subject only to the terms of the written contract between us under which your order is placed. If no such contract exists, LONG will accept your order only on the express written condition that you assent to the terms and conditions contained above and, on the pages, attached hereto; and acceptance and receipt of the goods shipped hereunder shall constitute assent to such terms and conditions.

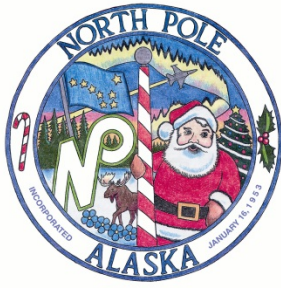
Note: All data and information contained herein and provided by LONG Building Technologies is considered confidential and proprietary. The data and information contained herein may not be reproduced, published or distributed to, or for, any third parties without the express prior written consent of LONG Building Technologies.

Terms and Conditions:

By accepting this proposal, Purchaser agrees to be bound by the following Terms and Conditions:

1. **Scope of Work.** Unless otherwise noted, this proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. Purchaser agrees to provide LONG Building Technologies, Inc. ("LONG") with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. LONG agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge LONG for any costs or expenses without LONG's written consent.
2. **Invoicing & Payments.** LONG may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay LONG in United States currency (USD) amounts invoiced within thirty (30) days of the invoice date. Waivers of lien will be furnished upon request, as the work progresses, and to the extent payments are received. Invoices more than 30 days from the invoice date shall be subject to finance charges at 1.5% per month or the maximum rate applicable for the State in which the work was performed.
3. **Material Shortages.** If the materials or equipment included in this proposal become temporarily unavailable, the deadline for the performance of the work shall be extended by the length of the temporary unavailability. If the materials or equipment become permanently unavailable, LONG shall (a) be excused from furnishing the unavailable materials or equipment, and (b) be reimbursed for the price difference between the unavailable materials or equipment and a reasonably available substitute.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the proposed price, all taxes not legally required to be paid by LONG or, alternatively, shall provide LONG with acceptable tax exemption certificates. LONG shall provide Purchaser with tax payment certificates upon request and after completion and acceptance of work.
5. **Delays.** LONG shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond LONG's control, including, but not limited to, acts of God, fire, riots, labor disputes, condition of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of LONG.
6. **Compliance with Laws.** LONG shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the execution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
7. **Disputes.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
8. **Insurance.** Insurance coverage in excess of LONG's standard limits may be furnished if required; however, Purchaser will be billed for any additional premium charged to LONG. LONG will neither give Purchaser credit for insurance afforded to it by others, nor pay other insurance premiums.
9. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
10. **Occupational Safety and Health.** The Parties hereto agree to notify each other in writing immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project site.
11. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings, written or oral.
12. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon LONG unless accepted by LONG in writing.

13. **Limitations of Liability.** Neither party's (including additional insured's) total cumulative liability hereunder for any claim or cause of action of any kind, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, shall exceed the amount of the party's primary general liability policy limits. Notwithstanding any provision of any contract document to the contrary, neither party shall waive subrogation, or be liable to the other party or any of its affiliates, employees or subcontractors for punitive, special, exemplary, incidental or consequential damages, damages for loss of profits, loss of use or loss of revenue, or losses associated with cost of capital in connection with or arising out of this agreement, regardless of whether such claim may be based on contract, warranty, tort (including negligence), strict liability, or any other legal or equitable principle, or for any condition that is beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include, but are not limited to: acts of God; acts of government entities; strikes; labor disputes; fire; explosions or other casualties; thefts; vandalism; riots or war; acts of terrorism; or unavailability of labor, parts, materials or supplies.
14. **Warranty.** LONG warrants that the materials and equipment furnished by LONG will be of good quality and new; that the work will be free from defects not inherent in the quality required or permitted; and that the work will conform to the requirements of this agreement. LONG warrants that the work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the final invoice date and that its services will be free from defects in workmanship, design and material for one (1) year from the final invoice date. Upon written notice from the Purchaser, LONG shall, at its option, repair or replace the defective work or re-perform defective services. These warranties shall not extend to any work or services that have been abused, altered, misused or repaired by the Purchaser or third parties without the supervision of and prior written approval of LONG, or if LONG's serial numbers or warranty date decals have been removed or altered. The Purchaser must promptly report any failure of the equipment to LONG in writing. All replaced equipment becomes LONG's property.
15. **Asbestos-Containing Materials.** LONG is not licensed, nor will it undertake direct obligations relating to the identification, abatement, cleanup, control, removal, and/or disposal of asbestos-containing materials ("ACM"). Consistent with applicable laws, Purchaser shall supply LONG with any information in its possession relating to the presence of ACM at any of its facilities where LONG may perform work or provide services that may result in the disturbance of ACM. Often, LONG asks for certification that no ACM is present in facilities constructed prior to 1982. Purchaser shall provide such certification for buildings it owns, or aid LONG in obtaining such certification from facility owners for buildings it does not own. If either Purchaser or LONG becomes aware of or suspects the presence of ACM that may be disturbed by LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. The Purchaser shall be responsible at its sole expense for addressing the potential for or the presence of ACM in conformance with all applicable laws, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from ACM.
16. **Other Hazards.** Purchaser shall supply LONG with any information in its possession relating to the presence of Other Hazards, including but not limited to Structural Hazards, Hazardous Materials, Environmental Hazards, and Dangerous Substances in or near areas where LONG will be required to perform work or provide services. If either Purchaser or LONG becomes aware of or suspects the presence of Other Hazards that may interfere with LONG performing work or providing services, it shall immediately stop the work or services in the identified area(s) and immediately notify the other party in writing. Purchaser shall be responsible at its sole expense for the identification, abatement, cleanup, control, removal, and/or disposal of Other Hazards from areas LONG is required to perform work or provide services, and prior to LONG resuming work or providing services in the identified area(s), will provide a written certification to LONG that the identified area(s) are free from Other Hazards. LONG's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of Other Hazards including but not limited to asbestos, toxic waste, molds, lead, heavy metals, pesticides, pathogens, radon, x-rays or polychlorinated biphenyls ("PCBs"), discovered in or near areas where LONG will be required to perform work or provide services. Any language or provision of the agreement contained elsewhere that may authorize or empower the Purchaser to change, modify, or alter the Scope of Work to be performed by LONG shall not operate to compel LONG to perform any work relating to Asbestos-Containing Materials or Other Hazards.



City of North Pole, Alaska

Fiscal Note Year:

Accompanying Ordinance/Resolution:

Originator / sponsor:

Date: _____

Does the Ordinance or Resolution have a fiscal impact? **yes** **no**

FUND	Account Description	Account #	Debit	Credit

Summary: (Brief description of proposed alterations as defined by accompanying ordinance or resolution. Where did the money come from and how will it be used).

Prepared By: _____ **Date:** _____

Finance Approval: _____ **Date:** _____

NOTE- Fiscal notes attached to an ordinance are considered amendments to the budget and do not require an additional approval for insertion into the budget document.

ORDINANCE NO. 20-19
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
APPROPRIATE CARES ACT FUNDS FOR DISTRIBUTION

WHEREAS, the City of North Pole has been notified by the State of Alaska, Department of Commerce, Community, and Economic Development, Division of Community and Regional Affairs, that the City of North Pole has been allocated Coronavirus Relief Funds through the Federal CARES Act; and

WHEREAS, the City of North Pole has been allocated Coronavirus Relief Funds in the amount of \$4,063,980.00 for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID – 19); and

WHEREAS, the City of North Pole plans to recover allowable expenditures and to provide funds to local businesses and individuals within the City through partnerships with local financial institutions and organizations.

WHEREAS, The City of North Pole will partner with the Fairbanks North Star Borough CARES Act Program with the guidance of the North Pole Cares Act Committee's actions approved by the North Pole City Council.

WHEREAS, The North Pole Cares Act Committee has proposed that \$500,000 dollars should be set aside for Foundation Health Partners for a Health Integration Grant;

WHEREAS, they further propose \$2,250,000 be distributed to the Business Interruption Grant per the guidelines of the FNSB.

FURTHERMORE, they propose \$750,000 for Individuals and Families in the amount of up to \$10,000 each.

FINALLY, that the remainder of the funds be spent on behalf of The City of North Pole for all of its Departments.

NOW, THEREFORE, BE IT ORDAINED by the City Council of North Pole that approves these Appropriations for the distribution of CARES Act Funds.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

Advanced by a duly constituted quorum of the North Pole City Council this 3rd day of August 2020.

Michael W. Welch, Mayor

ATTEST:

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Aaron Rhoades, Acting North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent: