



CITY OF NORTH POLE

Regular Meeting May 4, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, May 4, 2020
Committee of the Whole: 6:30 p.m.
Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Kimberly Kiehl
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. March 16, 2020 Regular Council Meeting
 - b. April 27, 2020 Special Council Meeting
- 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: None

12. New Business:

- a. Request for Approval of the Renewal of the 2020-2021 City of North Pole Healthcare Plan.
- b. Ordinance 20-08, An Ordinance of the City of North Pole, Alaska to Sell Foreclosed Property.
- c. Request to Authorize the Utility Department to Negotiate a Confession of Judgment With Utility Customers Who Attest to a Financial Hardship as a Result of the COVID-19 Public Health Emergency.
- d. Request to Approve a Subscription with Dig Line.
- e. Request to Approve Shannon & Wilson's Proposal for \$31,482.00 to Perform Groundwater Sampling in the Vicinity of the Wastewater Treatment Plan.
- f. Ordinance 20-09, An Ordinance Amending the Effective Date of Ordinance 20-01 from July 1, 2020 to February 1, 2021.
- g. Ordinance 20-10, An Ordinance of the City of North Pole, Alaska to Amend Title 13, Public Services, Chapter 13-08 Administrative Provisions to Protect the Operations and Financial Solvency of the Utility by Adopting a Force Majeure Provision.
- h. Ordinance 20-11, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.12.350, Council Compensation.
- i. Request for wage determination for two lateral hires in the NPPD.
- j. Request to pay Councilmembers for April Regular Council Meetings cancelled due to COVID-19.
- k. Request for tuition reimbursement.

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 kkiehl@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 kkiehl@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, MARCH 16, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, March 16, 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
Mayor Welch

Excused: Perry Walley

Also Present: Tricia Fogarty, Chief Financial Officer
Steve Dutra, Police Chief
Kim Kiehl, City Clerk/HR Manager
Geoff Coon, Fire Chief
Chad Heineken, Deputy 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. McGhee moved to approve the agenda of March 16, 2020.

Seconded by Mr. Skipps.

Discussion

None

MOTION TO AMEND AGENDA

Mr. McGhee moved to amend the agenda with the following changes

Seconded by Mr. Skipps

Old Business:

None

New Business:

- a. Resolution 20-03, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts
- b. Liquor License Renewal for Loyal Order of Moose #306
- c. Request for City Clerk to attend the Northwest Clerks Institute

Consented

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF MARCH 16, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Discussion on the agenda as amended

None

APPROVAL OF AGENDA AS AMENDED

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA MARCH 16, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. McGhee *moved to* approve the Minutes of March 2, 2020.

Seconded by Mrs. Welch.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF MARCH 2, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- a. Mayor Welch swore in the Oath of Office for the North Pole City Clerk, Kim Kiehl
- b. Student of the Month, Jake Wade, was not present.
- c. After careful deliberation and consultation with the City Attorney, effective March 17, 2020 City offices will be closed to the public. City services will continue. Those who can work from home can work from home. Next meeting proposed in Monday, May 4th. If the Governor lifts the State's Declaration of Emergency we may get back to our April meetings. Key indicators have come to me by our citizens, such as questions and concerns from Henderson Academy and Santa's Senior Center regarding closure or reduction in hours. Calls have been coming in asking about restaurant closures. I have been involved in Multi-Agency Conferences (MAC), the first one was on March 6th where we outlined what the Governor and Department of Health and Social Services (DHHS) was doing. DHHS is considered the lead focal point for communications statewide. The hospital, medical professionals, school district and three mayors were all involved. It was determined the trigger for the next meeting would be on reported confirmed case, which we did so it necessitated a March 13th meeting. It was decided we would continue to meet weekly on Friday's on a secure line. Different governmental entities, whether Borough, City of Fairbanks, or City of North Pole, public meetings are coming to a halt. Until such time as further advised, our libraries, swimming pools, and public use facilities are being closed. The Secretary of the Air Force visit has been cancelled.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

Mr. Skipps asked a question concerning the hockey rink, asking whose job it is to maintain the rink.

- a. Mayor Welch stated FNSB will maintain the rink. They have access to the Zamboni and they plan to light the rink.
- b. There is a sign on the rink letting the public know who to contact with questions.
- c. Mrs. Welch noted the rink is only to be used for public skate at this time, no hockey. This is due to the required secured siding not being in place to protect from hockey pucks going over.
- d. They are working with the volunteers to train on proper use of the Zamboni.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Update on hiring, still no qualified applicants. There are a couple of lateral hires in the works.
- Busy with the Mayor in discussions regarding COVID-19.
 - Closed to the public.
 - No fingerprinting, tours, or ride alongs.
 - Officers have been given PPE's.
 - We have discussed social distancing.
 - Not reducing any services at this point.
 - A couple of employees will work from home.
 - Decontaminating vestibule, station, and officer cars.
- Sorry to report the passing of former dispatcher and firearms instructor, Sean Burke.
- 5 DUI's in the stats provided to Council.

Fire Department, Chief Coon

- Update on COVID-19.
 - Working with mutual aid partners, which includes the Borough, to come up with contingency plans.
 - There is only one confirmed case in Alaska, so do not want to see public panic.
 - Worldwide there is 181,000 cases, 7,000 deaths.
 - 3,000 of those deaths are from China itself.
 - 7.9 billion people on earth right now.
 - United States there is 4,400 cases and 41 deaths.
 - Seniors are targeted audience.
 - Fairbanks Fire Department had a potential exposure.
 - In an abundance of caution they sent the entire shift home until it was ruled out.
 - The bell curve is what the news media is talking about.
 - Alaska is not even on the curve yet, at the very beginning.
 - Social distancing is important.
 - Restrict your travel.
 - Cover coughs and sneezes.
 - Good hand hygiene.
 - Call ahead before visiting a doctor or the emergency room.
 - The CDC website, the World Health Organization, and the Alaska Department of Health and Social Services are mediums to use to stay informed.
 - Mrs. Welch asked if these websites could be posted on our website.
 - Chief Coon will make the links available.
- We have not heard back on our regular Borough contract for EMS for Badger Road and Richardson Highway.
 - Contract expires the middle of the year.
- We have gone on almost 300 emergencies, which is an average of just under 4 a day.
- There is still time to contact the House Finance Committee regarding House Bill 79.
 - Representative LeBon and Representative Wool are on the committee.
 - House Bill 79 addresses the retirement system and will help retain police and firefighters.
- Maintenance report:

- Command 21 broke.
- Shot Clinic scheduled on March 19th.
 - Typically age restricted, but those restrictions have been lifted.
 - If you have not gotten a flu shot this year, it is advised to get one.

Finance, Tricia Fogarty

- We are real close to turning our books over to KSH.
- Working closely with Kim to put the meeting together.
- AML investment came in lower than last month, \$1,158 lower.
 - We still earned \$6,485.15.
- Have not sent out financials yet as we are cleaning up 2019.
 - Bank recs are done through February.
- PERS audit in April has been cancelled.
- Scheduled training for employees has been cancelled.

Borough Representative

- Mr. Welch attended as the City representative.
- City of North Pole is in good shape. We will meet public needs.
- They were talking on a resolution the Mayor had sponsored that had to do with the KC46A's, under Resolution 2020-17.
 - Mayor Welch's support added that it would add 564 billets.
 - 354 Fighter Wing, the old KC35 cannot go with them. The KC46A has the capability.
- Ordinance 2020-07, to authorize the Borough Mayor to enter into a lease agreement of the Salcha Nordic Ski Club.
- Ordinance 2020-08, authorizing the Far North Foundation Automotive Safety Training.
- Ordinance 2020-09, authorizing the direct sale of a portion of tract A of the transfer station along Gulf Stream Road on Steese Highway.

City Clerk

- Memberships have been established with the AAMC and the IIMC.
 - AAMC membership provides for participation in a mentorship program.
 - Partnered with two clerks, one for Home Rule and one for HR.
- Met FNSB Clerk April Trickey and her Deputy Clerk Adena Benn. Looking forward to meeting the City of Fairbanks Clerk Dani Snider.
 - Wonderful community when you become a clerk. This is a wonderful aspect of the position. Very encouraging and exciting.
- Attended some meetings with Mayor Welch.
 - This is beneficial to become more familiar with issues affecting our City and the Borough as a whole.
- COVID-19 has been a large part of the agenda.
 - Changing quickly, many meetings.
 - Chief Dutra has provided many helpful resources.

- Thank the Council for approval of my attendance at the Northwest Clerks Institute.
 - Possibility of cancellation due to COVID-19.
- Mayor Welch spoke regarding the importance of the Clerk, acting as the Public Information Officer for the City, to attend meetings that keep her informed of the width and breadth of everything happening.

ONGOING PROJECTS

Mayor Welch knows there was a concern about the ongoing projects report.

- Will be attending the IGU meeting, tomorrow at the Key Bank building at 4pm.
- The day-to-day Executive Director Dan Brittan wants to be the one doing the presenting.

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

None

OLD BUSINESS

None

Mr. McGhee *moved to adjourn the meeting at 7:45p.m.*

Seconded by Mrs. Welch.

The regular meeting of Tuesday, March 16, 2020 adjourned at 7:45 p.m.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk



NORTH POLE CITY COUNCIL
SPECIAL MEETING MINUTES, APRIL 27, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the Special City Council meeting of Monday, April 27, 2020 to order at 5:30 p.m. with the following Council Members in attendance:

Council Members Present: Santa Claus
Thomas McGhee
David Skippis
Aino Welch
Perry Walley
DeJohn Cromer
Mayor Welch

Excused:

Also Present: William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Steve Dutra, Police Chief
Kim Kiehl, City Clerk/HR Manager
Geoff Coon, Fire Chief
Zane Wilson, City Attorney

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 Mr. McGhee.

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of April 27, 2020.

Seconded by Mr. Walley.

Discussion

Mr. McGhee moved to amend the agenda by removing new business item (b), request for wage determination for two lateral hires in the NPPD, from the agenda.

Seconded by Mr. Perry

Discussion

Mr. McGhee requests to have item (b), request for wage determination for two lateral hires in the NPPD, removed from the agenda. Supporting documentation for the lateral hires and the wage determination request were not provided in the Agenda packet. This information is public record and by not providing it in advance of the Special Meeting violates the Open Meetings Act.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF APRIL 27, 2020 AS FOLLOWS:

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 AGENDA AS AMENDED

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA APRIL 27, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

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

None

NEW BUSINESS

- a. Resolution 20-04, A Resolution Renewing the Mayor's Declaration of a Disaster Emergency for the City of North Pole Due to COVID-19 Pandemic and Requesting State and Federal Assistance

APPROVAL OF RESOLUTION 20-04

Mr. Walley *moved to approve Resolution 20-04.*

Seconded by Mrs. Welch.

Discussion

Mayor Welch introduced Resolution 20-04 and provided background information. The declaration was made April 10, 2020 and contained both qualifying and quantifying factors. This impacts how much money we are receiving and allowed for businesses to put in for pay protection plan (PPP). Mayor Welch thanked Councilman Walley for providing the background for the declaration. Mayor Welch indicated one change since the declaration was filed, which is

the COVID-19 count for North Pole had increased by 1 to a total of 16 as of April 27, 2020. Mayor Welch invited councilmembers to join as co-sponsors of the declaration. Mr. McGhee requested a copy of the original declaration. Mr. McGhee cited AS 26.23.140, Local Disaster Emergencies. Mr. McGhee stated his concern regarding the date of and where the application went. The declaration was applied for April 10th and 17 days have passed since we are adjourning for a meeting. State Statute is clear about the 7 days. Mayor Welch stated the declaration was provided to all required parties on April 10th. Mayor Welch stated he discussed the fact we were not meeting again until May 4th. The City Attorney recommended the declaration be filed as time was of the essence. Mr. McGhee restated his concern regarding the time lapsed from the original declaration to the Special Meeting on April 27, 2020 and understands we are following the recommendation of the City Attorney. Mrs. Welch asked what other options we had other than to renew the declaration. Mr. McGhee referred back to State Statute. Mr. McGhee stated his intent is not to kill the resolution, but that he wanted his concerns on record. Mr. Walley stated he agreed with Mr. McGhee, but expressed the scrambling in the background that was happening to follow mandates with safety the primary concern. Mr. Walley moved to amend starting at line 48 of the resolution to reflect 16 North Pole cases and 80 borough wide cases as of April 27, 2020. All councilmembers requested to be co-sponsors of the resolution.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND RESOLUTION 20-04 AS FOLLOWS:

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 RESOLUTION 20-04 AS AMENDED

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED RESOLUTION 20-04 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

MOTION TO SUSPEND THE RULES TO BREAK UNTIL THE CITY ATTORNEY ARRIVES

Mr. Clause *moved to* suspend the rules to break until the City Attorney arrives.

Seconded by Mr. Walley.

Discussion

None

MOTION TO MOVE INTO EXECUTIVE SESSION

Mr. Walley *moved to move into executive session*

Seconded by Mrs. Welch.

Discussion

Meeting with City Attorney to discuss North Pole vs. Williams litigation. Mr. Butler is present.

READJOURN AT 7:29 P.M. FROM EXECUTIVE SESSION

Mr. McGhee *moved to adjourn the meeting at 7:31 p.m.*

Seconded by Mrs. Welch.

The special meeting of Monday, April 27, 2020 adjourned at 7:31 p.m.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk



April 27, 2020

City of North Pole
125 Snowman Lane
North Pole, AK 99507

Health Plan Renewal: July 1, 2020

Dear Mayor Michael Welch & City Council Members

We have finished the renewal negotiation process for your Employee Health Benefit plan renewing July 1, 2020.

I have included in this report the Plan's Monthly Experience Report for the first 9 months of the plan year through March 30, 2020. Claims are currently running at 100% of expected, (101% in 2019) fueled by the large claims which includes one participant with an \$80,000 Laser, (a higher Specific Attachment point than other participants).

The plan's population has dropped slightly since July 2019 from 41 to 39 active employees, (Page 5). Runout claims and administrative costs paid by AW Rehn and included in the overall loss ratio total \$60,281, averaging \$173.20 per employee per month (Page 6).

Claims and administrative costs paid by Meritain from July 1, 2019 through March 31, 2020 total \$590,904, which is an average of \$1,702.89 per employee per month (Page 7).

There are currently 3 large claims in excess of \$20,000, 2 of which have exceeded the Specific Stop Loss limits in the amount of \$6,635 as of March 31, 2020.

The combined Actual Cost of claims and administration paid to date is \$651,185, which is slightly higher than the Expected Costs of \$648,657 for an Expected Loss Ratio of 100.1% (Page 8). When Actual Costs are compared to the Maximum Costs of \$742,095 the Maximum Loss Ratio is 88% (Page 9). The graphs (Pages 10 & 11) reflect the Expected Loss Ratio and the Funding Loss Ratio for the plan year to date.

When reviewing the renewal from the Stop Loss Carrier we look back at claims over the last 24 months (Page 12). This report breaks the claims out in to 12 month periods and adjusts the claims for trend and inflation to determine what the next 15 months of claims might be based on past experience. We are seeing an 8% increase in medical claims, or \$92.10 PEPM in the most recent 12 month compared to the prior 12 months. We are also seeing a decrease in Dental claims of -5% or \$4.24 PEPM.



Your current stop loss carrier HCC Life/Tokio Marine has provided their initial Stop Loss Quote for the 2020-2021 Plan year. The original quote increased the fixed costs by 10% and the Claims cost by 4% resulting in an overall annual plan cost increase of \$68,211 or 7%.

Based on this renewal, we marketed your plan and received quote 6 additional quotes: IOA-Re – East, Underwriting Management, Legend Underwriters, BRM Specialty Markets, Pace Underwriters and AccruRisk Solutions. We have added the top 3 quotes to our spreadsheet.

We also went back to HCC with our market cost benefit analysis and asked them to give the group one last review, based on the market quotes we have received. This allowed HCC to sharpen their pencil and bring in their last and best offer of a rate pass for the 2020-2021 plan year.

The results of our Stop Loss marketing are also shown on Page 19. We have included the top 3 competitive quotes for your review, IOA Re-East, Underwriting Management & Legend. The plans Administrative fees will remain the same across all carriers. Three additional quotes were received, however we did not find them competitive.

The total monthly cost of Administrative fees total \$115.74 per employee and include:

Administrative Fee	EE Count	PEPM
Meritain – Claims payment & COBRA	39	56.35
Bridge Health – Specialty Surgical Program		\$2.70
Teledoc – 24/7 access to Medical care for routine conditions		\$1.55
MRC - Utilization Review & Better Baby Program	39	\$3.00
Risq (\$1792/mo. 7/1/20) – Consulting fees	39	\$44.80
ACA PCORI Fee	39	\$0.19
AK Vaccine	39	\$7.15
		\$115.74
Total Monthly Admin Fee		\$4,513.80

The Administrative Costs of the Plan will stay the same regardless of the Stop Loss Carrier chosen.

HCC has held the Stop Loss Premiums at \$294.74 for Employee only and \$742.35 per Family. They are also not proposing an increase in the Aggregate Premium of \$22.21 per employee per month. Stop Loss Premiums with HCC Life total \$27,132 per month. The total combined Fixed Cost of Administration and Stop Loss Premiums with HCC Life is \$31,366 per month or \$379,751 annually.

Claims costs have been adjusted as well with the Employee only cost increasing by 1% from \$589.35 to \$597.08 PEPM, while the Family Claim costs was reduced by -1% from \$1,524.02 to \$1501.18 PEPM.

Combining Fixed Costs with Claims costs resulted in a negotiated renewal with an overall -1% decrease in plan costs, or \$-8,488 annually.

HCC is also requiring an increase in the Laser from \$80,000 to \$100,000.

Three alternative Stop Loss Carriers have provided a savings in Individual Stop Loss Premium and Aggregate Premium combined. Each has also set the Claim Factors based on what they feel your exposure will be, Underwriting Mgr. and Legend have raised the overall claim factor.

Each of the carriers have also included lasers.

	HCC Life 20-21	IOA Re-East	Underwriting Mgr.	Legend
Annual Stop Loss Premium	\$325,585	\$234,678	\$287,204	\$297,048
Fixed Cost Savings		\$91,207	\$38,381	\$28,537
Claim Factor	\$637,457	\$591,215	\$644,710	\$661,107
Claims Savings	\$8,488	\$46,242	-\$7,253	-\$23,649
Net Overall Plan Savings	\$8,488	\$145,938	\$31,128	\$4,888
Lasers	\$100,000	\$100,000	\$130,000	\$125,000 + \$100,00

Of the four carriers shown IOA Re-East results in the largest plan savings with \$91,207 in fixed costs savings and an additional \$46,242 in claims savings for a total annual savings of \$145,938 over the prior years cost.

While we are very happy to see the significant reduction in Fixed Cost Premiums, we do have a concern regarding the claims factor presented. All other carriers met or increased the annual claim factors for the group. Currently plan spending is at 100.4% of expected. Reducing the claim factor could result in an aggregate claim in the 2020-2021 plan year. This will in turn increase your renewal rates in the following year.

The City of North Pole's history with HCC Life allowed us to leverage that history and claims experience to negotiate the renewal down to a rate pass. Normally in this situation we would recommend you renew with the current carrier HCC Life, with the \$100,000 Laser.

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However, lasers being equal it is difficult to walk away from the fixed cost savings presented by IOA Re-East. The unknown is how the plan will be treated at renewal if the claims exceed the maximum projected claims. IOA Re-East is also limiting run-in claims to \$88,700. This Run-in includes claims incurred prior to July 1, 2020 and paid during this contract period. This is just slightly more than 2 months of average claims.

Both HCC Life and IOA Re-East are excellent carriers with years of stop Loss Experience, both are A Rated companies with AM Best.

Please let us know if you have any questions regarding the information provided. We would like to set up a teleconference to review this report later this week so that you can present this to the City Council at their next meeting. We are available in the afternoons, Tuesday – Friday this week. Please let us know what day works best for your schedule.

Thank you for allowing us to continue providing services to your employees.

Sincerely,

Risq Consulting
Craig Kestran
Senior Employee Benefits Consultant

Diana Stewart, RHU, CEBS
Executive Account Manger

**CITY OF NORTH POLE
GROUP HEALTH PLAN
ELIGIBILITY REPORT**

PLAN YEAR: JULY 1, 2019 THROUGH JUNE 30, 2020

Month	Single Employees	Employees with Dependents	Total Employees
July	9	32	41
August	9	31	40
September	8	30	38
October	8	29	37
November	8	29	37
December	6	32	38
January	5	33	38
February	6	33	39
March	6	33	39
April			
May			
June			
Total	65	282	347

**CITY OF NORTH POLE
GROUP HEALTH PLAN
AVERAGE COST PER EMPLOYEE**

PLAN YEAR: JULY 1, 2019 THROUGH JUNE 30, 2020
Claims in excess of the Specific Stop Loss of \$40,000 EXCLUDED

AW REHN Runout										
Month	Med / Vis Claims	Rx Claims	Dental Claims	Total Claims	Stop-Loss Premium	Admin	Actual Cost	Eligible Employees		
July	\$40,126	\$921	\$442	\$41,490	\$0	\$254	\$41,744	0		
August	\$6,373	\$0	\$1,580	\$7,954	\$0	\$64	\$8,018	0		
September	\$1,389	\$0	\$0	\$1,389	\$0	\$0	\$1,389	0		
October	\$384	\$0	\$468	\$852	\$0	\$34	\$886	0		
November	\$1,263	\$0	\$0	\$1,263	\$0	\$20	\$1,283	0		
December	\$11,018	\$0	\$0	\$11,018	\$0	\$20	\$11,039	0		
January	\$453	\$0	\$0	\$453	\$0	\$103	\$555	0		
February	-\$5,114	\$0	\$0	-\$5,114	\$0	\$34	-\$5,081	0		
March	\$440	\$0	\$0	\$440	\$0	\$8	\$448	0		
April										
May										
June										
Total	\$56,331	\$921	\$2,490	\$59,743	\$0	\$538	\$60,281	0		

**CITY OF NORTH POLE
GROUP HEALTH PLAN
AVERAGE COST PER EMPLOYEE**

PLAN YEAR: JULY 1, 2019 THROUGH JUNE 30, 2020
Claims in excess of the Specific Stop Loss of \$40,000 EXCLUDED

Month	Med / Vis Claims	Rx Claims	Dental Claims	Total Claims	Stop-Loss Premium	Admin & U/R	Actual Cost	Eligible Employees	Avg Cost Per EE
July	\$0	\$0	\$0	\$0	\$27,318	\$4,396	\$31,714	41	773.51
August	\$0	\$0	\$0	\$0	\$26,554	\$4,332	\$30,886	40	772.15
September	\$0	\$0	\$0	\$0	\$25,472	\$4,205	\$29,677	38	780.98
October	\$8,236	\$0	\$6,825	\$15,062	\$24,708	\$4,142	\$43,911	37	1186.78
November	\$37,873	\$0	\$3,384	\$41,257	\$24,708	\$4,142	\$70,106	37	1894.76
December	\$23,087	\$0	\$2,035	\$25,122	\$26,368	\$4,205	\$55,695	38	1465.66
January	\$113,847	\$16,166	\$2,232	\$132,245	\$26,815	\$4,205	\$163,265	38	4296.45
February	\$65,540	\$2,345	\$3,446	\$71,330	\$27,132	\$4,269	\$102,731	39	2634.12
March	\$25,369	\$2,859	\$3,291	\$31,519	\$27,132	\$4,269	\$62,919	39	1613.32
April									
May									
June									
Total	\$273,951	\$21,370	\$21,213	\$316,534	\$236,208	\$38,163	\$590,904	347	1702.89

**CITY OF NORTH POLE
GROUP HEALTH PLAN
ACTUAL COST COMPARED TO EXPECTED COST
PLAN YEAR: JULY 1, 2019 THROUGH JUNE 30, 2020
Claims in excess of the Specific Stop Loss of \$40,000 EXCLUDED**

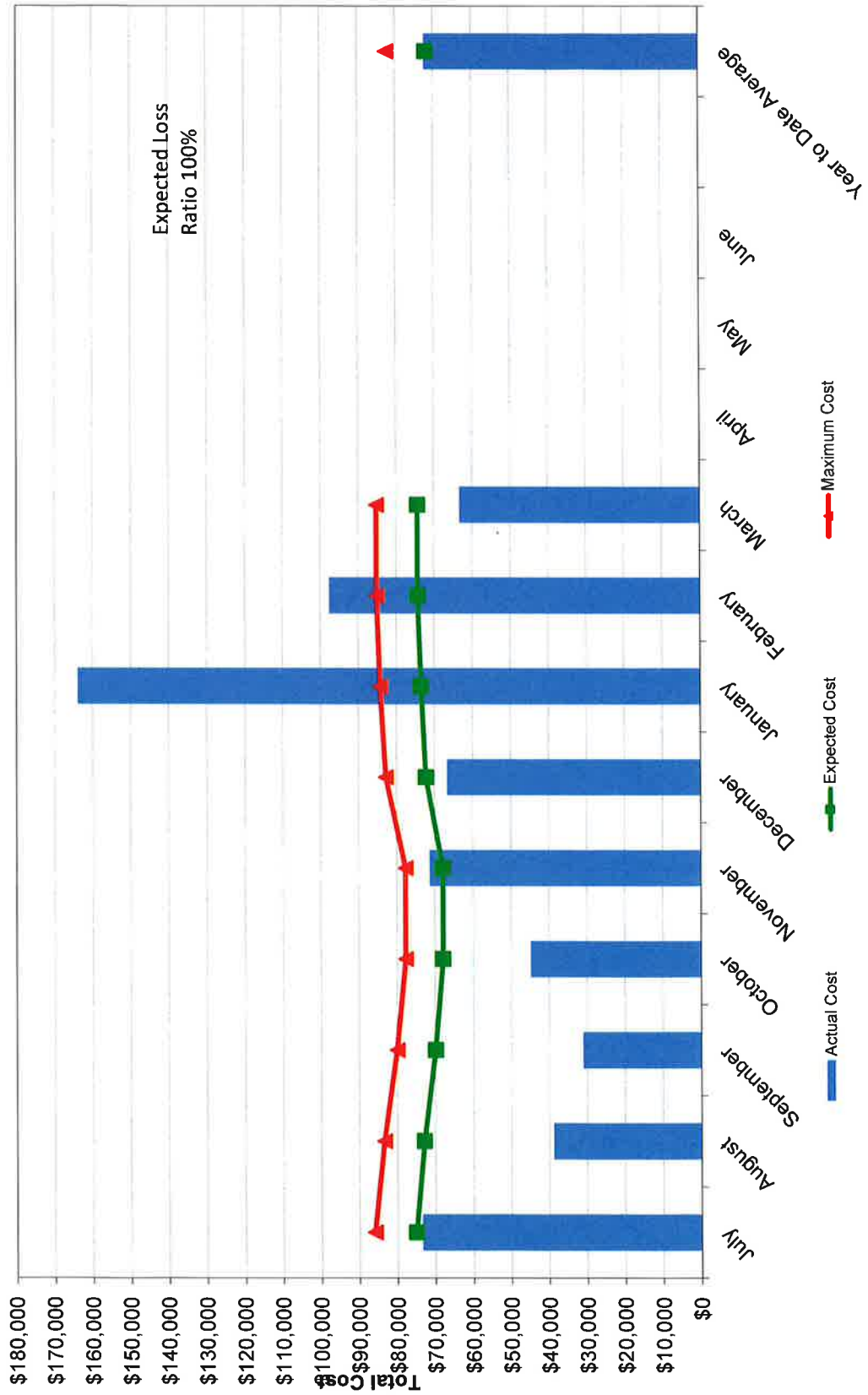
Month	Total Claims	Stop-Loss Premium	Admin & U/R	Actual Cost	Expected Claims	Expected Cost	Loss Ratio	Amounts Over \$40,000
July	\$41,490	\$27,318	\$4,650	\$73,458	\$43,174	\$75,142	98%	\$0.00
August	\$7,954	\$26,554	\$4,396	\$38,904	\$41,957	\$72,907	53%	\$0.00
September	\$1,389	\$25,472	\$4,205	\$31,067	\$40,270	\$69,947	44%	\$0.00
October	\$15,913	\$24,708	\$4,176	\$44,797	\$39,053	\$67,936	66%	\$0.00
November	\$42,519	\$24,708	\$4,162	\$71,389	\$39,053	\$67,923	105%	\$0.00
December	\$36,141	\$26,368	\$4,225	\$66,734	\$41,765	\$72,358	92%	\$0.00
January	\$132,697	\$26,815	\$4,308	\$163,820	\$42,513	\$73,636	222%	\$0.00
February	\$66,216	\$27,132	\$4,302	\$97,650	\$42,982	\$74,417	131%	\$5,327.11
March	\$31,958	\$27,132	\$4,277	\$63,367	\$42,982	\$74,391	85%	\$1,308.33
April								
May								
June								
Total	\$376,277	\$236,208	\$38,700	\$651,185	\$373,749	\$648,657	100%	\$6,635

PLAN YEAR: JULY 1, 2019 THROUGH JUNE 30, 2020
Claims in excess of the Specific Stop Loss of \$40,000 EXCLUDED

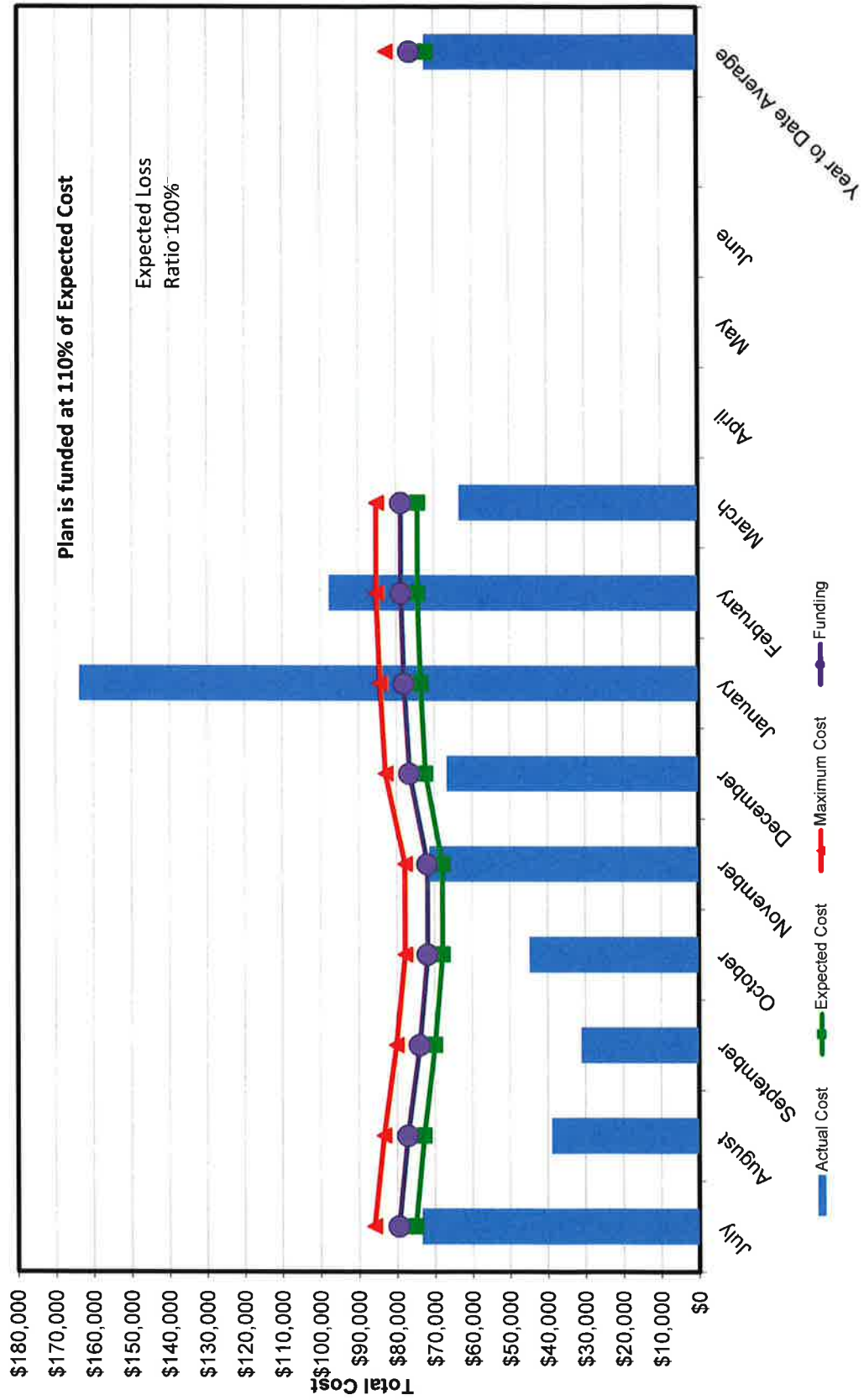
Month	Total Paid Health Claims	Stop-Loss	Admin & U/R	Actual Cost	Maximum Claims	Maximum Cost	SURPLUS (deficit)	Ratio	Amounts Over \$40,000
July	\$41,490	\$27,318	\$4,650	\$73,458	\$53,967	\$85,935	\$12,478	85%	\$0
August	\$7,954	\$26,554	\$4,396	\$38,904	\$52,446	\$83,396	\$44,492	47%	\$0
September	\$1,389	\$25,472	\$4,205	\$31,067	\$50,338	\$80,015	\$48,948	39%	\$0
October	\$15,913	\$24,708	\$4,176	\$44,797	\$48,816	\$77,700	\$32,903	58%	\$0
November	\$42,519	\$24,708	\$4,162	\$71,389	\$48,816	\$77,686	\$6,297	92%	\$0
December	\$36,141	\$26,368	\$4,225	\$66,734	\$52,207	\$82,800	\$16,066	81%	\$0
January	\$132,697	\$26,815	\$4,308	\$163,820	\$53,141	\$84,264	-\$79,556	194%	\$0
February	\$66,216	\$27,132	\$4,302	\$97,650	\$53,728	\$85,162	-\$12,488	115%	\$5,327.11
March	\$31,958	\$27,132	\$4,277	\$63,367	\$53,728	\$85,137	\$21,770	74%	\$1,308.33
April									
May									
June									
Total	\$376,277	\$236,208	\$38,700	\$651,185	\$467,187	\$742,095	\$90,909	88%	\$6,635

* Claim in excess of \$40,000 Specific Deductible plus \$15,000 Aggregating Specific

City of North Pole Group Health Plan July 1, 2019 to June 30, 2020



City of North Pole Group Health Plan Funding July 1, 2019 to June 30, 2020



AUIB Renewal Projection for:
CITY OF NORTH POLE
Effective July 1, 2020

Latest 12 Months
April 19 - March 20

<u>Months</u>	<u>Employees</u>	<u>Med/Rx/Vis</u>	<u>Dental</u>
April	42	178345	6871
May	42	34498	2903
June	42	46868	4778
July	41	41047	442
August	40	6373	1580
September	38	1389	0
October	37	8620	7293
November	37	39136	3384
December	38	34105	2035
January	38	130466	2232
February	39	62771	3446
March	39	28668	3,291
Total	473	612,286	38,255
Monthly Average	39	51,024	3,188

Latest 12 Months
April 18 - March 19

<u>Employees</u>	<u>Med/Rx/Vis</u>	<u>Dental</u>
38	59361	2284
38	54973	2915
38	55189	2589
41	96294	2879
39	50039	2353
39	8966	1605
39	28954	7189
38	22608	2220
37	19724	1273
40	33858	1434
43	77895	3368
41	58457	9,979
471	566,318	40,088
39	47,193	3,341

Ave. Claims Per EE Per Month
Med/Rx/Vis Dental
1,294.47 **80.88**

Weighted Average (Med & Rx)
Trend 10% Annually over 15 mos
Exp. Clm. Factor (Med & Rx)

$$1294.47 (.75) + 1202.37 (.25) = 1,271.45$$

$$\times 1.1250$$

1,430.38

Weighted Average (Dental)
Trend 6% Annually over 15 mos
Exp. Clm. Factor (Dental)

$$80.88 (.75) + 85.11 (.25) = 81.94$$

$$\times 1.075$$

88.08

Med/Rx/Vis **Dental**
1,202.37 **85.11**

Projection for 2019- 2020

Expected Claims	Medical & Rx	Projected
	Dental	1,430.38
	Total	88.08
		1,430.38

Maximum Claims
(125% of Exp.)

Medical & Rx	1787.97
Dental	88.08
Total	1,787.97

**City of North Pole
2020-2021 Renewal
\$40,000 Specific**

		Revised Quote		\$40,000 Specific Stop Loss + \$15,000 Agg Spec.				
		2020-2021 HCC Life	Chg					
				IOA Re-East	Underwriting Mgmt	Legend		
Total Monthly Admin Fee		\$4,513.80	0%	\$4,513.80	0%	\$4,513.80	0%	
Specific Premium								
Employee Only	6	\$294.74	0%	\$172.82	-41%	\$202.90	-31%	\$219.33
Family	33	\$742.35	0%	\$543.34	-27%	\$650.59	-12%	\$670.38
Aggregate Premium	39	\$22.21	0%	\$14.47	-35%	\$31.97	44%	\$33.73
Total Monthly Stop Loss Premium		\$27,132.11	0%	\$19,531.47	-28%	\$23,933.70	-12%	\$24,753.99
Total Monthly Fixed Costs		\$31,645.91	0%	\$24,045.27	-24%	\$28,447.50	-10%	\$29,267.79
Total Annual Fixed Costs		\$379,750.89	0%	\$288,543.18	-24%	\$341,369.94	-10%	\$351,213.42
Claim Factors								
Employee Only	6	\$597.08	1%	\$449.33	-24%	\$474.35	-20%	\$493.41
Family	33	\$1,501.18	-1%	\$1,411.27	-7%	\$1,541.81	1%	\$1,579.75
Maximum Monthly Claims Cost		\$53,121.42	-1%	\$49,267.89	-8%	\$53,725.83	0%	\$55,092.21
Annual Claims at Max		\$637,457.04		\$591,214.68		\$644,709.96		\$661,106.52
TOTAL MONTHLY Maximum Cost		\$84,767.33	-1%	\$73,313.16	-14%	\$82,173.33	-4%	\$84,360.00
TOTAL ANNUAL Maximum Cost		\$1,017,207.93		\$879,757.86		\$986,079.90		\$1,012,319.94
Annual Claim at Expected		\$509,965.63		\$472,971.74		\$515,767.97		\$528,885.22
TOTAL MONTHLY Expected Cost		\$74,143.04	-4%	\$63,459.58	-15%	\$71,428.15	-4%	\$73,341.55
TOTAL ANNUAL Expected Cost		\$889,716.52		\$761,514.92		\$857,137.91		\$880,098.64
		\$100 K Laser		\$100 K Laser		\$130 K Laser		\$125 K Laser + 100 K Laser
Total Increase (Maximum Cost)		\$-8,488.08		-\$145,938.15		-\$39,616.11		-\$13,376.07
Run-In Limit				\$88,700.00		\$96,700.00		\$98,140.00
Cost Per EE Month at Max		\$2,173.52		\$1,879.82		\$2,107.01		\$2,163.08
Composit at Expected+10%		\$2,091.21		\$1,789.89		\$2,014.64		\$2,068.61

**CITY OF NORTH POLE
ORDINANCE NO. 20-08**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO SELL
FORECLOSED PROPERTY**

WHEREAS, the City of North Pole has foreclosed on certain real property; and

WHEREAS, the City of North Pole is required to, by ordinance, determine if the foreclosed property should be retained for a public purpose or sold; and

WHEREAS, the City of North Pole does not have any public use for the property at issue in this ordinance.

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

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

Section 2. The name of the last record owner, the address and legal description of the foreclosed properties are:

Michael Wehmeyer of 2679 Mockler Avenue, North Pole, AK 99705.

Lot 12, Block 2 of HIGHWAY PARK SUBDIVISION, NUMBER 2, according to the plat filed July 3, 1952 as Plat No. 132.800; Records of the Fairbanks Recording District Fourth Judicial District, State of Alaska.

Virginia Kaufmann of 880 Refinery Loop, North Pole, AK 99705.

Lot 9 of STILLMEYER ESTATES, according to the revised plat filed September 3, 198 as Plat No. 85-214; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Kaylin Hart of 974 Marquette Loop, North Pole, AK 99705.

Lot 125 of STILLMEYER ESTATES, according to the revised plat filed September 3, 1985 as Plat No. 85-214; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

Section 3. The City of North Pole does not have any desired public use for the above property and the City Attorney shall proceed with the sale of the above property as provided for in AS 29.

Section 3. Effective date. This ordinance shall become effective _____, 2020.

42 **PASSED** by a duly constituted quorum of the North Pole City Council this ____ day of
43 _____, 2020.
44

ATTEST:

Michael W. Welch, Mayor

Kim Kiehl, City Clerk

45

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

City of North Pole
Director of City Services

Memo

To: Mayor and North Pole City Council
From: Bill Butler
Date: April 25, 2020
Subject: Come in compliance with Alaska Senate Bill 241—Moratorium on Disconnection of Residential Utility Service allowing an individual to seek protection against residential utilities being disconnected for nonpayment during the COVID-19 public health disaster emergency.

Recommendation: Authorize the Utility Department to negotiate a Confession of Judgment with utility customers who attest to a Financial Hardship as a result of the Covid-19 public health emergency by signing and submitting a Covid-19 Financial Hardship Form.
(Attached.)



CITY OF NORTH POLE

"Where the Spirit of Christmas Lives Year Round"

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

COVID-19 FINANCIAL HARDSHIP FORM Sworn Statement of Financial Hardship

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

Mayor
907-488-8584

City Clerk
907-488-8583

Police
Department
907-488-6902

Fire
Department
907-488-2232

Utilities
907-488-6111

Director of
City Services
907-488-8593

Finance
907-488-8594

Under Alaska Senate Bill 241 [MORATORIUM ON DISCONNECTION OF RESIDENTIAL UTILITY SERVICE], an individual may seek protection against residential utilities being disconnected for nonpayment during the COVID-19 public health disaster emergency. Under this provision, an individual must provide the public utility a signed statement, sworn under penalty of perjury, that the person is experiencing financial hardship related to the COVID-19 public health disaster emergency.

Financial Hardship is defined as: "Financial hardship" means that a person's liquid assets from any source, including payments from the state or federal government because of the COVID-19 public health disaster emergency or a state or national disaster declaration related to COVID-19, when combined, would be insufficient to pay the reasonable cost of food, housing, health care, and other goods and services vital to the healthcare, and other goods and services vital to the health and wellness of the person and the person's spouse and dependents; in the paragraph, "dependent" has the meaning given in AS 23.20 .350(g).

Requirement to Negotiate Payment Plan

A person seeking protection under this provision must negotiate and agree to a Confession of Judgment allowing repayment over a period not shorter than the period of the public health disaster emergency declared by the governor of the State of Alaska and not longer than one year--365 days after the lifting of the public health disaster emergency declared by the governor.

No interest or Late Fees

The utility may not impose interest or late fees on a person receiving protection under this provision who fulfills the terms of a deferred payment agreement.

ATTESTATION:

I understand the terms and conditions noted above and swear, under penalty of perjury, that I am experiencing financial hardship related to the COVID-19 public health disaster emergency.

Print name: _____ Date: _____

Signature: _____

Utility Account#: _____

Received by: (print) _____

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

City of North Pole
Director of City Services

Memo

To: Mayor and North Pole City Council
From: Bill Butler
Date: April 24, 2020
Subject: Approve subscription with Dig Line

In the past, the Utility's modest amount of buried infrastructure was within the city limits and contractors would contact the Utility for locates. There were generally five or fewer requests per year for utility locates. The cost to participate in the Dig Line was prohibitively high for so few requests for locates. The City has completed a significant extension of its utility infrastructure outside of the city limits and we have already received two calls for locates this year. In addition, we were unaware that if a contractor does due diligence and calls the Dig Line for locates and our Utility is not on the call list for locates, the contractor is not liable for damage to our infrastructure. To avoid damage to our utility infrastructure it is essential to be a part of the Dig Line. The annual cost for the subscription is \$3,074.00.

The City Attorney reviewed the subscription contract and wanted to see three changes to the subscription. See attached email. The Dig Line only agreed to the addition of the clause "to the extent permitted by law" related to indemnification. Because the Dig Line did not agree to the two other requested changes, our attorney recommended that I get the City Council's approval for the contract with only the single requested change.

Because the Utility would be financially responsible for damage to our utility infrastructure caused by a contractor who called the Dig Line to identify buried infrastructure and our infrastructure was not listed as having buried infrastructure, it is fiscally prudent for the Utility to be listed as part of the Dig Line. It is a form of insurance. I recommend that the Council approve the contract with the Dig line for \$3,074.00 with the single change to the contract.

Attachments

- Dig Line contract
- Attorney recommendation
- Dig Line response to requested contract changes

ALASKA DIGLINE, INC.

Statement of Purpose

The purpose of the Alaska Digline, Inc. is to accept telephone, fax or internet requests for underground utility locating from any excavator, utility, or homeowner. That request is then transmitted via electronic equipment to any facility owner that participates and registers their facilities with Alaska Digline, Inc. and has underground facilities located in the area of the proposed excavation. This allows underground facility owners to mark the location of their facilities thereby protecting their underground facilities and the general public from harm.

Underground facility owners may participate in the Alaska Digline, Inc. call center by indicating a desire to participate and signing a User Agreement.

Public and private facility owners or pipelines pay a monthly, quarterly or annual fee to become a user of the Alaska Digline, Inc. one-call center and thereby protect theirs and others underground plant. There is no charge to the excavator, utility or homeowner requesting the facility locate, as outlined by Alaska State Law 42.30.40 -42.30.490.

USER AGREEMENT

THIS AGREEMENT, made as of the 7th day of April, 2020 by and between the **Alaska DigLine, Inc.** (hereinafter referred to as ADI or "One-Call Center"), and City of North Pole Utility (Hereinafter referred to as "User").

The month and day indicated above will be considered the "annual anniversary date" for the purpose of this agreement for the term of one year renewed automatically.

PURPOSE:

ADI and User desire to enter into an Agreement pursuant to which ADI will provide User with the service of operating and maintaining a utility notification of excavation call center. Said call center will notify User of pending excavation, and filling that is to occur in and about the area in which User's underground facilities are located to the nearest road/street/intersection or within the designated Township, Range, Section and Quarter Section identified by User.

OPERATIVE PROVISIONS:

User accepts and agrees as follows:

1. To be bound by the terms and conditions of this User Agreement.
2. To provide the necessary dedicated equipment to receive locate notification requests.
3. That the fee paid by User to ADI for receiving messages from Alaska Digline, Inc. shall be as indicated in Appendix A; and shall be paid on the first day of the month at the offices of Alaska Digline, Inc.
4. That User will receive calls at (phone) () - during any period in which the receiving equipment is inoperable to provide continued monitoring and receive any call made by the Call Center. User further releases and agrees to indemnify, defend, save and hold harmless ADI for any and all claims and liability resulting from the User's non-receipt of messages from the Call Center due to inoperable or unmonitored equipment or telephones belonging to User.
5. To provide maps or specific information showing the exact area in which ADI is to notify User of proposed excavation. User is responsible for notifying ADI of changes in this coverage area.
6. To accept locate requests received by the 811 Alaska Digline Call Center and to take appropriate action to protect the buried facilities it owns or operates in accordance with the Federal, State and Local laws.
7. Any written notice directed to User shall be addressed as follows:

Organization:

City of North Pole Utility

Street:

Representative:

8. That this Agreement may be canceled by User on the annual anniversary date with at least 90 days written notification to Alaska Digline, Inc. In the event ADI fails to substantially comply with the terms of this Agreement, User may cancel this agreement if ADI does not initiate a satisfactory cure within 10 days of written notice of the substantial default.

ADI accepts and agrees as follows:

1. To be bound by the terms and conditions of this User Agreement.
2. To maintain an office facility staffed by no less than one employee located within the State of Alaska for the purpose of establishing a presence within the service area and to promote the Call Center within the State. Said office shall be staffed 8 AM to 5 PM Monday through Friday excluding the following Holidays:

New Year's Day	Labor Day	Christmas Eve
President's Day	Thanksgiving Day	Christmas Day
Memorial Day	Day after Thanksgiving	New Year's Eve
Independence Day		
3. To maintain a voice recording system with sufficient channels or tracks to record all incoming and outgoing telephone calls concerning locate requests. The voice recordings and locate request information shall be retained for a period of three (3) years. Information involved in any litigation or other disputes shall be held until such time as settled.

4. To maintain sufficient data entry terminals, computers, staff, and other related processing equipment to transmit locate requests to Users with computer modems or Internet connectivity within one (1) hour upon validation by the Call Center. Users receiving via tele-printer, voice out or facsimile will be notified within 4 hours. The Call Center will maintain a daily ticket summary/report that will be available for viewing by User.
5. To attempt to immediately notify User, utilizing the most recent phone number made available to the Call Center by User, upon receipt of a locate request which is considered to be an emergency as defined by Alaska State Law. The Call Center cannot be responsible for changed phone numbers, no answer, etc., when notifying User of an emergency.
6. To advise callers that it is the caller's responsibility under Alaska State Law to notify the affected User that facilities have been damaged by callers' excavation. ADI will also attempt to immediately notify User when facility damage is reported to the center. If an unidentified facility has been damaged, ADI will send an emergency ticket to Users.
7. To notify the caller of the advance notice requirement of User in the event that the Call Center receives a locate request that will be or has been undertaken before the expiration of the locate period required by User, in accordance with Alaska State Law.
8. The Call Center may take a request for a site meet but shall explain to the caller that it can't make commitments to meet for User. Site meets absolve ADI from any liability should there be a damage.
9. To maintain in good standing the following policies of insurance:
 - A. Worker's Compensation and Employer's Liability coverage as required by Alaska Law.
 - B. Comprehensive General Liability coverage including contractor liability, Property Damage and Personal Injury coverage's in the amount of \$1,000,000 per occurrence, \$1,000,000 in the aggregate. That each policy of insurance shall provide for no less than thirty days' notice to each User of cancellation.

That Users may request copies of the Certificates of Insurance

10. To indemnify, save and hold harmless User from any claims, lawsuits or liability, including attorney's fees and costs, allegedly arising out of loss, damage or injury to persons or property occurring as a direct result of the Call Center's wrongful or negligent performance pursuant to this Agreement.
11. To accept liability for repair costs related to materials and labor up to \$25,000 for each incident of damage to the User's facilities as a direct result from error or omission in the Call Center operations.
13. To provide at least 90 days written notification of cancellation of User Agreement in the event ADI wishes to cancel. ADI may cancel with 30 day notice in event User fails to substantially comply with terms of this agreement.
14. To hold an Advisory Board annual meeting.
15. To modify any procedures in order to comply with Federal or State regulations in the event the regulations adopted by either are different than provided for in this Agreement.

ADDITIONAL PROVISIONS:

ADI and User acknowledge and agree that in providing the service in accordance with the Agreement, ADI is acting as an independent contractor maintaining complete control and responsibility for its employees and operations and those of its subcontractors, if any, and is not a subcontractor, agent or employee of User. The means and methods employed in performing any of the work or service under this Agreement shall be at the option of ADI, subject to the provisions of this Agreement. ADI agrees that it is responsible for payment of all required federal taxes pursuant to the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, and all income tax withholding, and User shall have no liability. Further, the Parties agree that User shall not be responsible for providing any employee benefits pursuant to any federal or state law or regulation.

Venue for all purposes, including, but not limited to, arbitration, negotiations, settlement, and maintenance of actions and lawsuits, will be in the Third Judicial District at Anchorage, Alaska.

The substantive laws of the State of Alaska will govern the interpretation, application and enforcement of this User Agreement, and the laws of any other jurisdiction do not apply.

This Agreement cannot be changed except by an agreement in writing, signed by the Party (parties) against whom enforcement of any change or modification is sought.

ADI may not, without prior written approval of User, assign its rights or delegate any of its duties under this Agreement. The rights and obligations of User under this Agreement shall inure to the benefit of, and shall be binding to its successors and assigns.

LARGE USER / FAVORED USER CLAUSE:

It is understood by all parties to this User Agreement that all Large Users subscribing Alaska Digline, Inc.; will pay according to the attached Monthly Charge Breakdown. There will be no special considerations or unique negotiations regarding the basic monthly charges between ADI and its Large Users. However, this paragraph does not limit adjustments based upon location of User's plant as described in the Monthly Charge Breakdown.

ADVISORY BOARD:

Each User and ADI will designate one representative to serve on the Alaska Digline, Inc. Advisory Board. The purpose of the Advisory Board is to allow a forum for Users to discuss and advise ADI concerning the operation of the Call Center.

The Advisory Board will meet at least once each year. Special Advisory Board meetings may be called by the Advisory Board Members provided one (1) week written notice is sent to each Advisory Board Member. Emergency Advisory Board meetings may be held if written proof is given that all Advisory Board Members were notified.

ADI and User have caused this Agreement to be executed by their duly authorized officers effective as of the day and year written on page 1.

CALL CENTER:

ALASKA DIGLINE, INC.

PO BOX 773005

Eagle River, AK 99577-3005

By Louise Frost
Louise Frost, President

Date Signed: 04/07/2020

USER:

City of North Pole Utility

By _____
(Title) _____

Date Signed: _____

ALASKA DIGLINE, INC.

APPENDIX A

Users will be billed according to the following categories:

STATEWIDE USER: (If at least one of the following items apply):

- Estimated 100 miles or more of Underground plant.
- Underground Facility Owner Service Area includes more than one area with a population of 10,000 or more.
- Estimated notifications received of 15,000 or more per year.

\$5,247.00 per month

35,000 Notifications or more = \$2.00/Notification

LARGE USER: (If at least one of the following items apply):

- Estimated 100 miles or more of underground plant.
- Underground Facility Owner Service area includes an area with a population of 10,000 or more.
- Estimated notifications received of 5,000 or more per year.

\$3,559.00 per month

25,000 Notifications or more = \$2.00/Notification

\$2019.00 per month

14,000 Notifications or more = \$2.00/Notification

MEDIUM USER: (If at least one of the following items apply):

- Estimated 50-100 miles of underground plant
- Underground Facility Owner Service area includes an area with a population of less than 10,000
- Estimated notifications received of less than 5,000 per year.

\$1,392.00 per month

9,000 Notifications or more = \$2.00/Notification

\$ 768.00 per month

5,000 Notifications or more = \$2.00/Notification

SMALL USER: (If at least one of the following items apply):

- Estimated less than 50 miles of underground plant.
- Underground Facility Owner serves an urban or rural area of less than 10,000 population
- Notifications received of less than 2,000 per year.

\$3,074.00 per year

2,000 Notifications or more = \$2.00/Notification

MINIMUM USER: (Must meet the following requirement):

- Minimum User status applies to Utilities with limited underground plant located in sparsely populated and/or remote areas of Alaska with only occasional requests for underground line locates.

\$1,758.00 per year

500 Notifications or more = \$2.00/Notification

THE ABOVE CHARGES ARE SUBJECT TO THE FOLLOWING:

- A. Charges are based on each User receiving locate requests at one main location only within the State of Alaska. Any additional locations receiving a notification will be charged \$1.00 /Notification.
- B. It may be necessary to implement inflationary and/or cost of living increases in the above charges. Any increases may only be implemented on January 1st, following at least a 6-month notification of the increase. Rate will be based on the Anchorage Consumer Price Index (CPI).

RECEIVING EQUIPMENT OPTIONS

1. **FTP Connection:** (File Transfer Protocol). Tickets are sent through the Internet and placed on an Internet site on the User's server. This is the fastest and most reliable method of transmitting tickets.
2. **EMAIL:** A non-secure Internet protocol sending tickets to a designated email address. User is responsible maintaining the email properties and "downloading" the data. ADI cannot be held responsible for mis-routed tickets once they have left the designated ADI mail server.
3. **COMPUTER MODEM:** Receives data and prints it in the assigned ticket format within your ticket management software or printer. (Dial-up 56k modem internal or external).*
4. **FACSIMILE:** Dedicated fax readily accessible by dispatch/locate personnel receiving regular monitoring/maintenance by staff.*
5. **VOICE-OUT:** An operator contacts the User Representative directly and communicates the Locate Information over the telephone. Used in remote areas where there fax or other means of telecommunications are not available and very few Locate Requests are generated.*
6. **WEB SERVICES:** Tickets are transmitted/integrated into a User's software using Internet Protocols.

* Transmission of a single ticket to a single destination site is included in the User Fee. Any additional transmission destinations to are subject to additional charges. Long distance telephone expenditures related to the duplicate transmission of tickets will be billed to User for reimbursement.

From: [Zane Wilson](#)
To: [Bill Butler](#)
Cc: [Niki Lightly](#)
Subject: RE: 811 Contract DIG LINE
Date: Tuesday, April 14, 2020 11:39:12 AM

Bill:

Take it to Council with the single change, point out our additional request and that it was rejected. I agree that we need this. We have done the best we can.

Zane

From: Bill Butler
Sent: Tuesday, April 14, 2020 11:22 AM
To: Zane Wilson <zane@alaskalaw.com>
Subject: FW: 811 Contract DIG LINE

Zane:

Feedback from the 811 Dig Line to the changes you requested. Your recommendations? Take it to Council with just the single change? I must admit, I did not expect them to accept any of the requested changes.

Bill

From: Louise Frost [<mailto:louise@akonecall.com>]
Sent: Monday, April 13, 2020 3:15 PM
To: Bill Butler <BButler@northpolealaska.org>
Subject: Re: 811 Contract

Finally heard back from our lawyer. No objection to the 1st addition "to the extent permitted by law" but we are not willing to substantially change the contract on the 2nd suggested change. We have provided utility protection service to utilities statewide for the past 32 years to many private and government agencies without incident.

Louise Frost
President
811 Alaska Digline, Inc.
*Desk: 907.726.5110****907.726.5110***
*Fax: 907.278.0696****907.278.0696***
*Markings: dial 811 or 907.278.3121****907.278.3121***
www.811ak.com

[Redacted Signature]

On Tue, Apr 7, 2020 at 2:41 PM Bill Butler <BButler@northpolealaska.org> wrote:

Ms. Frost:

All City contracts must be reviewed by our attorney. After his review, he provided me with the following feedback.

Operative Provisions; User accepts and agrees as follows, paragraph 4, our attorney has requested that there be the following word change (in red):

That User will receive calls at (phone) (____) ____ - ____ during any period in which the receiving equipment is inoperable to provide continued monitoring and receive any call made by the Call Center. User further releases and agrees **to the extent permitted by law** to indemnify, defend, save and hold harmless ADI for any and all claims and liability resulting from the User's non-receipt of messages from the Call Center due to inoperable or unmonitored equipment or telephones belonging to User.

ADI accepts and agrees as follows, paragraph 11; our attorney would like to see ADI's liability be equal to ADI's limits in 9B in the agreement--Comprehensive General Liability coverage including contractor liability, Property Damage and Personal Injury coverage's in the amount of \$1,000,000 per occurrence, \$1,000,000 in the aggregate.

With these changes, I could begin to process the agreement immediately. Without these changes I would have to take the agreement to the North Pole City Council for approval. With Covid-19 restrictions, our City Council will meet no sooner than May 4, 2020 and possible later.

Thank you,

Bill

William Butler
Director of City Services
125 Snowman Lane
North Pole, AK 99705
Tel.: 907-488-8593
Fax: 907-488-3002

From: Louise Frost [mailto:louise@akonecall.com]

Sent: Tuesday, April 07, 2020 8:58 AM

To: Bill Butler <BButler@northpolealaska.org>

Subject: 811 Contract

Hi Bill,

Welcome to the 811 Family! We are excited to help you with your damage prevention program!

Attached is the contract for service and setup form for your use. I'll send an invoice with PO # (if you use them) when the contract is signed.

Louise Frost

President

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www.811ak.com



From: [Louise Frost](#)
To: [Bill Butler](#)
Subject: Re: 811 Contract
Date: Monday, April 13, 2020 3:15:17 PM

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*Markings: dial 811 or 907.278.3121****907.278.3121***

www.811ak.com

Memo

To: Mayor and North Pole City Council
From: Bill Butler
Date: April 28, 2020
Subject: Approval of scope of services agreement with Shannon & Wilson to perform groundwater and soil sampling in the vicinity of the wastewater treatment plant.

Recommendation

Approve Shannon & Wilson's scope of services for \$31,428 to perform groundwater and soil sampling in the vicinity of the wastewater treatment plant. (See attached scope of services.)

Background

Shannon & Wilson is an employee-owned consulting firm headquartered in Seattle, Washington with an office in Fairbanks. They provide integrated geotechnical engineering, engineering geology, environmental, and natural resource services. Shannon & Wilson has provided reliable environmental services for the Utility. They are currently on contract to perform site characterization for the heating fuel spill that occurred at the 8th Avenue pump house and to assess potential environmental impacts to local residents. Shannon & Wilson also recently performed groundwater sampling for the Utility in the vicinity of the sewer outfall on the Tanana River.

The proposed project will collect groundwater and soil samples to test for PFAS compounds outside the northwestern boundary of the MPC Tank Farm, along the flood control dike and northwest of the wastewater treatment plant. Shannon & Wilson, using a subcontractor, will install sampling wells to collect the groundwater samples. An independent laboratory will analyze the soil and groundwater samples. Shannon & Wilson will report their findings to the City.

March 2, 2020

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

Attn: Mr. Bill Butler

RE: SCOPE OF SERVICES, CITY OF NORTH POLE ADDITIONAL PFAS WATER SAMPLING, NORTH POLE, ALASKA

We are pleased to offer this scope of services and cost estimate to collect additional water samples in North Pole, Alaska for the purpose of analyzing per- and polyfluoroalkyl substances (PFAS). Our proposal is based on discussions we had with the City of North Pole (CoNP) on January 29, 2020 at the Shannon & Wilson Fairbanks Office. The objective of the proposed work is twofold, to evaluate the potential PFAS contributions from the North Pole Water Treatment Plant discharge point and sludge pile to groundwater in the area; and to evaluate the source of PFAS detections found in monitoring wells MW-318-20, MW-323-15, MW-323-50, and MW-169A-15. These wells are part of Flint Hills Resources Alaska (FHRA) groundwater monitoring network.

BACKGROUND

During the summer of 2018, the Alaska Department of Environmental Conservation (ADEC) contracted Shannon & Wilson, Inc. (S&W) to collect a subset of water samples from the FHRA monitoring network, including monitoring wells, private wells, and point-of-entry (POE) systems. Although the groundwater sample from MW-318 near the discharge did not exceed applicable actions levels, PFAS compounds were detected at less than 6 parts per trillion (ppt) for each analyte, 13 ppt for all analytes combined. No samples were taken in the immediate vicinity of the sludge pile during these investigations, however, PFAS compounds were detected in wells to the northwest, downgradient of the sludge pile. CoNP is requesting additional samples to evaluate potential contributions from the North Pole Wastewater Treatment plant discharge and sludge pile.

SCOPE OF SERVICES

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

We will submit the water and soil samples to TestAmerica Laboratories, Inc./Eurofins (Test America) Sacramento for the determination of 18 PFAS compounds by the Environmental Protection Agency (EPA) Method 537.1. The 18 analytes are listed below:

- Perfluorooctanoic acid (PFOA)
- Perfluorooctanesulfonic acid (PFOS)
- Perfluorobutanesulfonic acid (PFBS)
- Perfluoroheptanoic acid (PFHpA)
- Perfluorononanoic acid (PFNA)
- Perfluorohexanesulfonic acid (PFHxS)
- 4,8-Dioxa-3H-perfluorononanoic acid (DONA)
- N-Methyl perfluorooctane sulfonamidoacetic acid (N-MeFOSAA)
- 11-Chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11Cl-PF2OUdS)
- Perfluorotridecanoic acid (PFTTrDA)
- Perfluorotetradecanoic acid (PFTTeA)
- Hexafluoropropylene oxide dimer-acid (PFPO-DA)
- Perfluorodecanoic acid (PFDA)
- N-Ethyl perfluorooctane sulfonamidoacetic acid (NEtFOSAA)
- 9-Chlorohexadecafluoro-3-oxanonane-1-sulfonic acid (9Cl-PF3ONS)
- Perfluorohexanoic acid (PFHxA)
- Perfluoroundecanoic acid (PFUnA)
- Perfluorododecanoic acid (PFDoA)

We will collect duplicate samples for quality-control (QC) purposes at a rate of 10 percent of the total number of samples collected. We will collect one equipment blank after project samples are collected.

Task 1 – Monitoring Well Installation and Development

We will subcontract GeoTek Alaska, Inc. (GeoTek) of Anchorage, Alaska to drill and install three monitoring wells on CoNP and Fairbanks Northstar Borough (FNSB) property. The wells will be installed near the outflow discharge near the dike and the downgradient of the sludge pile on CoNP property (Figure 1). We will conduct a site visit, coordinate with CoNP, and assess potential conflicts with buried utilities to select final boring locations.

GeoTek will advance the borings to approximately 20 feet below ground surface (bgs) using a Geoprobe drill rig equipped with direct push technology or a hollow stem auger. They will retrieve soil in continuous 5-foot intervals with Macro Core® tooling. GeoTek will decontaminate their equipment prior to drilling. During drilling, an experienced field professional will observe and log the soil types and collect up to two analytical soil samples per boring. We will collect three soil samples from within the first six inches below the ground surface, above the water table, and midway between the surface and the water table at the boring located immediately downgradient of the sludge pile; we will collect one soil sample each from the borings located upgradient of the sludge pile and between the refinery and the effluent unless conditions suggest additional samples are needed.

Monitoring wells will be constructed of two-inch diameter, PVC pipe with a 10-foot, machine-slotted well screen. Well development will occur no sooner than 24 hours after installation, in accordance with the ADEC *Monitoring well Guidance* document. An experienced field professional will observe and log details of well installation.

We will develop the new monitoring wells using a combination of alternating purging and surging. We will use a diaphragm pump to purge water from the well and use a surge block attached to rigid poles to surge. Development will continue until the discharged water is free from sediment and visually clear. Before and after well-development activities, we will use a water-level meter to collect depth-to-water measurements and a total-well-depth tape to collect well-depth measurements. We will record the well measurements, purged water volumes, and other pertinent data on our standard Well-Development Log.

Direct push technology will produce small amounts of investigation-derived waste (IDW) soil. Upon completion of the borings, drill cuttings will be placed in five-gallon buckets, labelled, and stored at the CoNP utility garage until a suitable disposal plan is determined, if necessary. The water generated during well development will be contained in a minimum of three 55-gallon drums, labeled and left onsite until analytical results are received. Other IDW will include non-

reusable equipment such as nitrile gloves, macro-core liners, and tubing. These will be disposed of in a the FNSB solid waste disposal facility.

Labor for this task is comprised of drilling observation, soil boring logs, soil sample collection, well development, and storage and disposal of IDW. Expenses include sampling supplies, secondary utility locates, GeoTek fees, and analytical laboratory costs.

Task 2 – Groundwater Sample Collection

We will collect groundwater samples from the three newly installed monitoring wells following development. We will also coordinate with FHRA and attempt to collect water samples from monitoring well clusters MW-169, MW-323, MW-147 and MW-318, at two different depths each.

We are aware of the potential for cross-contamination in PFAS water samples from numerous everyday items. We will take appropriate precautions to prevent cross contamination including, hand washing and donning a fresh pair of disposable nitrile gloves before sample collection, discontinuing the use of personal protective equipment and field supplies known to contain PFASs, and using liner bags for storing and shipping sample containers. Reusable equipment will be decontaminated between sample locations.

Prior to collecting a groundwater sample, we will purge the well while recording temperature, pH, ORP, DO and conductivity. When parameters stabilize or three well volumes have been purged, we will collect the sample directly into laboratory-provided sample containers. Purge water will be treated by granulated activated carbon (GAC) filtration before being discharged to the ground surface.

Labor for this task is comprised of coordination with FHRA/Marathon, sample collection, GAC treatment of purge water, and sample shipping. Expenses include sampling supplies and analytical laboratory costs.

Task 3 – Reporting

We will prepare a report documenting and summarizing field activities. We will provide a discussion of analytical sample results and recommendations, if any. We will submit a draft summary report to you for review and comment within 60 days of receipt of the final laboratory results. We will revise our report based on your comments, if any.

Labor for this task includes laboratory data review, reporting, and coordination with the laboratories.

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 will coordinate with ADEC, FHRA, and Marathon to gain permission to access MW-147 on the Marathon Fuel Terminal (Marathon), evaluate potential locations for monitoring-well installation, obtain any necessary permits, and facilitate utility locates prior to scheduling with GeoTek. For the purposes of planning, we assume a minimum of one day to drill and install three new wells, a half day to develop the new wells (minimum of 24 hours after installation) and three days to collect samples from all wells. If these activities take place in winter, drilling and sampling will require additional time to complete. Access to these locations may be limited or require specialized equipment.

ASSUMPTIONS

We made the following assumptions in preparing our cost estimate:

- Drilling services will take no longer than one day to complete.
- Field staff will be provided access to Marathon to collect samples from well cluster MW-147.
- Existing monitoring wells are in operable condition to collect samples.
- Containers of soil and/or groundwater awaiting analytical results will be held on City of North Pole property, at the utility garage located on Homestead Drive. GeoTek will assist with moving drums from monitoring well locations to the staging area.
- Three 55-gallon drums of development water will not need hazardous waste disposal.
- No access permits will be needed to install monitoring wells on CoNP property.

Mr. Bill Butler
March 2, 2020
Page 6 of 7

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.

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: Figure 1. Proposed Sample Locations
Project Cost Estimate
Standard General Terms and Conditions
Important Information about Your Geotechnical/Environmental Proposal

104851

Mr. Bill Butler
March 2, 2020
Page 7 of 7

SHANNON & WILSON, INC.

ACCEPTANCE

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

By: _____ Printed Name: _____

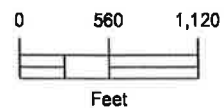
Title: _____ Date: _____

104851



LEGEND

- ◆ Proposed Monitoring Well Location
- ◆ Existing Monitoring Well
- FHRA North Pole Terminal Boundary



City of North Pole PFAS
North Pole, Alaska

PROPOSED GROUNDWATER SAMPLE LOCATIONS

March 2020

104851

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS

Figure 1

Proposal: 104851
 Date: 2-Mar-2020
 Client: City of North Pole
 Project: City of North Pole PFAS
 By: arm

Project Cost Estimate

	Rate	Quantity	Subtotal	Total
Coordination and Project Management				
Sr. Associate	\$185.00 /hr	2 hrs	\$370	
Project Manager	\$96.00 /hr	8 hrs	\$768	
			S&W Total	\$1,138
Task 1 - Well Installation and development				
3 Wells				
Engr/Geo/Scientist III	\$100.00 /hr	36 hrs	\$3,600	
Environmental Manager	\$160.00 /hr	2 hrs	\$320	
Vehicle 4wd	\$125.00 /day	4 days	\$500	
Equipment and Supplies	\$500.00 /day	2 days	\$1,000	
			S&W Total	\$5,420
Subcontract - GeoTek Drilling (3 soil borings)				
Mobilization/Demobilization	\$500.00 /trip	1 trip	\$500	
Drilling Rate	\$3,800.00 /day	1 days	\$3,800	
Per Diem	\$450.00 /day	1 days	\$450	
Monitoring Well an Surface Complet	\$1,125.00 /well	3 wells	\$3,375	
		S&W Fee	\$713	
			GeoTek Total	\$8,838
Subcontract - Star Electric (secondary utility locate)				
Lump Sum	\$250.00 /event	1 event	\$250	
		S&W Fee	\$38	
			Star Electric Total	\$288
Subcontract - Test America - 5 soil samples				



Proposal: 104851
 Date: 2-Mar-2020
 Client: City of North Pole
 Project: City of North Pole PFAS
 By: arm

Project Cost Estimate

	Rate	Quantity	Subtotal	Total
Soil				
PFAS	\$325.00 /test	3 ea	\$975	
		S&W Fee	\$146	
			TestAmerica Total	\$1,121

Task 2 - Groundwater sample collection and analysis

Engr/Geo/ Scientist III	\$96.00 /hr	14 hrs	\$1,344	
Tech III and IV	\$85.00 /hr	8 hrs	\$680	
Environmental Manager	\$160.00 /hr	2 hrs	\$320	
Vehicle 4WD	\$125.00 /day	2 days	\$250	
Equipment and Supplies	\$500.00 /day	3 days	\$1,500	
			S&W Total	\$4,094

Subcontract - Test America - 15 water samples

Groundwater				
PFAS	\$295.00 /test	15 ea	\$4,425	
		S&W Fee	\$664	
			TestAmerica Total	\$5,089

Task 3 - Reporting (includes data validation)

Officer	\$215.00 /hr	1 hr	\$215	
Associate	\$160.00 /hr	8 hrs	\$1,280	
Project Manager	\$100.00 /hr	40 hrs	\$4,000	
			Task 5 Total	\$5,495

PROJECT TOTAL \$31,482

Date: 03/02/2020

To: City of North Pole – Bill Butler
Attn:

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. Client so requests.

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

Memo

To: Mayor and North Pole City Council
From: Bill Butler
Date: April 25, 2020
Subject: Amend the effective date of Ordinance 20-01 and ordinance regulating discharges of PFAS compounds to the wastewater treatment system

Recommendation: Approve and advance Ordinance 20-09, An Ordinance Amending the Effective Date of Ordinance 20-01 to February 1, 2021.

In February 2020, the City passed Ordinance 20-01 to be proactive to protect the Tanana River as a recreational and natural resource by preventing its publicly operated treatment works (PTOW) from being a pass-through for PFAS compounds to the Tanana River. The ordinance added limits to the discharge of 12 PFAS compounds to its Local Limits regulated by the Utility's Industrial Pretreatment Program.

Parties responsible for complying with the July 1, 2020 effective date of the ordinance expressed concern about their ability to come into compliance by that date. The ordinance was passed during the winter when it would be difficult to trace the source of PFAS compounds entering their waste streams. With breakup occurring in mid-April this gave the responsible parties approximately two and one half months to trace the source of PFAS compounds and to implement a mechanism to reduce or eliminate the discharge of these compounds to the POTW. An added challenge they faced was processing PFAS samples which typically takes one month. To not place an unrealistic burden upon the dischargers and setting them up to be in non-compliance, the Utility is recommending the effective date of Ordinance 20-01 be extended to February 1, 2021. This extension will provide the dischargers with the spring, summer and early fall of 2020 to identify the sources of PFAS compounds they are discharging to the POTW and to implement a best management practice to reduce their discharges of these compounds by February 1, 2021.

**CITY OF NORTH POLE
ORDINANCE NO. 20-09**

AN ORDINANCE AMENDING THE EFFECTIVE DATE OF ORDINANCE 20-01

WHEREAS, the City of North Pole passed Ordinance 20-01 on February 3, 2020; and

WHEREAS, the City of North Pole wishes to amend the effective date of Ordinance 20-01 to allow sufficient time for industry to meet the requirements of Ordinance 20-01.

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

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

Section 2. Amendment to Effective date. Ordinance 20-01 is amended to become effective February 1, 2021.

Section 3. Effective date. This ordinance shall become effective upon passage.

PASSED by a duly constituted quorum of the North Pole City Council this ____ day of _____, 2020.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

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

City of North Pole
Director of City Services

Memo

To: Mayor and North Pole City Council
From: Bill Butler
Date: April 25, 2020
Subject: Amend Title 13 Public Service to include Force Majeure

Recommendation: Approve and advance Ordinance 20-10, An Ordinance of the City of North Pole, Alaska to Amend Title 13 Public Service, Chapter 13-08 Administrative Provisions to Protect the Operations and Fiscal Solvency of the Utility by Adopting a Force Majeure Provision

In discussion with the North Pole Attorney we agreed that it would benefit the City if the City adopted Force Majeure language as part of the Utility Code. The intent of such language is when things occur beyond the control of the City that affect its operations, the City cannot be held responsible for such failures. The language does not prevent the City from being held accountable for being negligent. As an example, were an earth quake to ruptured water and sewer mains across the City, the loss of water service to individual property owners and any damages to private property from that loss of water service could not be held responsible for those losses.

**CITY OF NORTH POLE
ORDINANCE NO. 20-10**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13,
PUBLIC SERVICES, CHAPTER 13-08 ADMINISTRATIVE PROVISIONS TO
PROTECT THE OPERATIONS AND FINANCIAL SOLVENCY OF THE UTILITY BY
ADOPTING A FORCE MAJEURE PROVISION**

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

WHEREAS, the North Pole Utility operates as an enterprise fund that must finance its operations, maintenance and capital improvements through utility charges, grants and loans; and

WHEREAS, the continued solvent operation of the Utility is essential for the provision of water and sewer services to private, commercial and private customers inside and outside of the city limits, and

WHEREAS, expenses resulting from occurrences beyond the Utility's control could cripple the Utility's ability to provide the delivery of essential services to its customers,

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

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

Section 2. Title 13 Public Services is amended in the North Pole Code of Ordinances as follows by adding the following new section:

13.08.100 Force Majeure

A. The City of North Pole shall not be liable for any failure, losses--physical or economic, interruption of service, sewage backup, flooding, claims or suits arising from Force Majeure events.

1. Definition of Force Majeure. "Force Majeure Event" means an event beyond the control of the City including but not limited to:

- a. Act of **nature** such as, but not limited to, fires, explosions, earthquakes, **volcanic eruptions**, freezing, pandemics, and floods;
- b. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition or embargo;
- c. Rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d. **Labor actions within the City or outside of the City;**

- 1 e. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste
- 2 from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous
- 3 properties of any explosive nuclear assembly or nuclear component of such assembly;
- 4 f. Willful or accidental contamination of the water supply or distribution system with
- 5 hazardous, toxic or foreign compounds or contaminates, including biological
- 6 contaminates, through the act of a third party;
- 7 g. Riot, commotion, strikes, go slows, lock outs or disorder;
- 8 h. Acts or threats of terrorism;
- 9 i. National, State or Borough mandates or directives;
- 10 j. Serious economic disruption or failure of the National, State or Borough economy; or
- 11 k. Disruption or loss of critical utility services including, but not limited to electric,
- 12 natural gas, or fuel.



MEMORANDUM

City of North Pole Clerk's Office

Kim Kiehl, City Clerk

TO: Mayor Welch and City Council Members
FROM: Kim Kiehl, City Clerk
SUBJECT: Amend Title 2, Administration and Personnel
DATE: April 28, 2020

Recommendation: Approve and advance Ordinance 20-11, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.12.350, Council Compensation.

Ordinance 2.12.350 would be amended by incorporating a provision to pay councilmembers for attending a meeting of in excess of 1 hour in duration when they are acting as a designated participant on behalf of the City of North Pole. Ordinance 2.12.350 is further amended by updating the process by which councilmembers are required to notify the City Clerk of their participation in qualified meetings to ensure compensation is processed timely.

ORDINANCE 20-11

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA
AMENDING TITLE 2, ADMINISTRATION AND PERSONNEL,
SECTION 2.12.350, COUNCIL COMPENSATION**

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

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

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

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

Section 2. Amend Title 2 of the North Pole Municipal Code of Ordinances as follows; [new text in *italicized red font*; deleted text in ~~strike through~~ font:

2.12.350 Compensation.

A. Compensation for City Council members shall be \$300 (three hundred dollars) per member per month, paid and prorated for each regular Council meeting attended. Council members shall receive an additional \$100 (one hundred dollars) for each special meeting attended called in accordance with NPMC 2.12.300 and work sessions shall be compensated at \$50 (fifty dollars) per meeting. Committee meetings do not constitute a special meeting for purposes of compensation. Council members attending the Fairbanks North Star Borough Assembly meeting as City of North Pole representatives shall receive \$125 (one hundred twenty-five dollars) per meeting attended. *Council members attending any other meeting that exceeds 1 hour in duration as a designated participant representing the City of North Pole shall receive \$50 (fifty dollars) per meeting attended.* ~~A compensation-Compensation form~~ for attending the Fairbanks North Star Borough Assembly *or other meeting as a designated participant* ~~meeting~~ shall be *processed by the City Clerk upon receipt of an e-mail confirming your attendance, to include an attached agenda, abbreviated agenda, or statement to your speaking points or participation and present your report at the next Regular City Council meeting. The e-mail must be submitted* ~~filled out and given~~ to the City Clerk within thirty days *of the meeting date* or payment will not be made. Compensation for attending meetings shall be paid following the last day of each month served.

B. To be eligible for any compensation, Council members must be in conformity with conditions set forth in Sections 2.6 and 2.7 of the Home Rule Charter. Compensation shall be reduced on a prorated basis for absences at any regularly scheduled meeting for which a duly constituted quorum is present.

C. Elected officials who were hired prior to July 1, 2006, and were enrolled in PERS Tier I, II or III shall be enrolled in the State Public Employees' Retirement System. Elected officials who were hired after July 1, 2006, and receiving compensation of less than \$2,001 (two thousand one dollars) per month will not be enrolled in the State Public Employees' Retirement System. (Ord. 16-24 § 2, 2016; Ord. 15-21 § 2, 2015; Ord. 98-5 § 14, 1998; Ord. 94-8 § 2, 1994; Ord. 89-10 § 2, 1990; Ord. 89-8 § 2, 1989)

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

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

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

<p>PASSED Yes: No: Absent:</p>
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Candidate #1

Summary of Background and qualifications:

- Graduated High School 2012
- University of Alaska Fairbanks (94 credits majoring in mathematics and physics)
- Outstanding work ethic and rave reviews by her supervisors at FPD
- APSC Basic

2012-2014

- Assistant Curator UAF Museum

2015-2016

- Kennel shift lead at ABC K9 & Equine

2016-2017

- North Star Reentry Services (facility monitor for incarcerated prisoners)

2017-Present: Fairbanks Police Department

- APSC Basic Certificate
- Field Training Officer
- Crisis Intervention Team (CIT)
- Reid Interview and Interrogation
- Emotional Survival for Law Enforcement
- Finish the Fight (officer safety)
- Introduction to Police K9 agitation
- Approximately 40+ hours of volunteer time for FPD and AST K9 program as the only female agitator in the area

NPMC 2.36.470

G. Newly hired employees shall be employed at the starting rate of the appropriate salary range. However, in the case where unusual difficulty has been experienced in filling a vacancy, or when the applicant is exceptionally qualified, on approval of Council the Mayor may direct the starting salary above the minimum.

Lateral Candidate = 3.5 years of experience as Police Officer (great reputation)

Basic Police Academy (640 hrs.) = \$12,000.00 (academy costs)

Wages while in Academy \$22,140.00

Completed FTO = 560 hours = \$16,800.00

Basic Police Certificate \$50.00

Crises Intervention Training (40 hrs.) = \$0

Kaminsky Field Training Officer Course (40 hrs.) = \$1,000.00

Reid Interview and Interrogations (24hrs) = \$1000.00

Emotional Survival for LEO = \$100.00

Finish the Fight= \$100.00

K9 Intro training

Total = = \$167,492.00 (wages) + \$14,250.00 (training) = \$181,742.00 = \$51,926.29 cost per year

Asking for Range 11 = \$29.75 / hr. as a Police Officer 1 \$61,880.00 / year

Candidate #2

Summary of Background and qualifications: As of 4/28/20

- Graduated High School 2010 from Valley Center, California
- Graduated University California San Marcos 2015, B.S. in Sociology
- Graduated San Diego Law Enforcement Training Center 2016 (928 hours)
- Graduated Air Force Basic Training 2019

2010 – 2019: Valley Center High School

- Assistance Coach Valley Center High School (Cross Country Running)

2019 – Present: Airman First Class, Air Force Reserve (transfer to Eielson Air Force Base)

- Air Force honor graduate
- Air Force Squadron top physical fitness award

2016 – 2020: San Diego County Sheriff's Department

- Deputy Sheriff
- Deputy Sheriff assigned to Detention Services Bureau
- Advanced California POST law enforcement certificate (6/17/2019)
- Tactics and Building Searches
- Drug Identification and Influences
- Lethal / less-lethal use of force weapons
- Current CPR
- Advanced Officer Course

NPMC 2.36.470

G. Newly hired employees shall be employed at the starting rate of the appropriate salary range. However, in the case where unusual difficulty has been experienced in filling a vacancy, or when the applicant is exceptionally qualified, on approval of Council the Mayor may direct the starting salary above the minimum.

Lateral Candidate = 4.1 years of experience as Sheriff Deputy

Basic Police Academy (928 hrs.) = \$12,000.00 (academy costs)

Wages while in Academy \$22,140.00 (average)

College Degree Bachelor of Science, Air Force Reserve, Basic POST LEO CERT.

Will need to attend Basic Lateral Academy complete LEO FTO

Total = \$167,492.00 (wages) Apr.

Asking for Range 11 = \$29.75 / hr. as a Police Officer 1 \$61,880.00 / year



MEMORANDUM

City of North Pole Clerk's Office

Kim Kiehl, City Clerk

TO: Mayor Welch and City Council Members
FROM: Kim Kiehl, City Clerk
SUBJECT: Request for COVID-19 Pay to City Councilmembers
DATE: April 28, 2020

At the March 16, 2020 Regular City Council meeting Mayor Welch stated that in consultation with the City Attorney the decision had been made to close all City offices to the public in response to the COVID-19 pandemic. In an abundance of caution and exercising the highest measure of safety for our Council and staff, it was determined the April 6th and April 20th Regular City Council meetings would be cancelled. I request your approval to provide payment to all Councilmembers on the May 15th regular scheduled payroll for the two cancelled meetings.

Sincerely,

A handwritten signature in blue ink, appearing to read "K Kiehl", is written over the printed name.

Kim Kiehl

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

City of North Pole
Director of City Services

Memo

To: North Pole City Council
From: Bill Butler
Date: April 28, 2020
Subject: Tuition reimbursement for Melanie Swanson

Melanie Swanson is pursuing an Associate's Degree in Applied Science in Business on-line from Purdue University. As the Utility Clerk, Ms. Swanson's position is divided across four departments—Utility, Building, Accounting and Clerk. Her Applied Science in Business has direct applications to utility billing, Building Department financial issues and the financial work supportive of the Clerk and Accounting Departments. For the semester starting In May 2020, she is requesting tuition support for Small Business Management and Personal Financial Management, required courses for her degree. I am requesting that Ms. Swanson receive tuition support for these two courses not to exceed \$1,200. The exact cost of the two classes will not be determined by the institution until late May 2020 when she matriculates in the classes.

In February, the Council granted Ms. Swanson's tuition reimbursement request for \$1,200. After the Council approved her reimbursement request, she received a scholarship that totally offset her tuition costs for that semester and she did need to request tuition reimbursement from the City.

I propose dividing the expenses among the following accounts:

Sewer (42-12-5-510).....	\$400
Building (04-10-5-510)	\$400
Administration (01-51-5-510).....	\$200
Clerk (01-52-5-510).....	\$200
Total.....	\$1,200

Memo

To: William Butler, Director of City Services
From: Melanie Swanson, Utilities Billing Clerk
Date: April 28, 2020
Re: Reimbursement Request Authorization

Bill, I am writing this request in consideration for tuition reimbursement of upcoming classes that I have starting next term. On May 13, 2020 I will begin Small Business Management and Personal Financial Management. These are required studies for my Associates of Applied Science in Business Administration.

Small Business Management is useful to help deal with economic issues that our state and city will face and will give me the tools to deal with customers and what issues they may face in paying their bills and to assist in forecasting issues that affect the city. Personal Financial Management will continue to provide me the knowledge and understanding of fiscal responsibility on the personal as well as the business pertaining to the city budget, and continue to assist with the growing customer base for the Utility, Public Works, and Building Department.

Respectfully Submitted,



Melanie Swanson
Utility Billing Clerk