



CITY OF NORTH POLE

Regular Meeting May 18, 2020
North Pole Council Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, May 18, 2020

Committee of the Whole: 6:15 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. May 4, 2020
- 6. Communications from the Mayor**
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**
- 10. Citizens Comments (Limited to five (5) minutes per Citizen)**

11. Old Business:

- a. Ordinance 20-08, An Ordinance of the City of North Pole, Alaska to Sell Foreclosed Property. Introduced and Advanced May 4, 2020.
- b. Ordinance 20-09, An Ordinance Amending the Effective Date of Ordinance 20-01 from July 1, 2020 to February 1, 2021. Introduced and Advanced May 4, 2020.
- c. 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. Introduced and Advanced May 4, 2020.
- d. Ordinance 20-11, An Ordinance of the City of North Pole, Alaska Amending Title 2, Administration and Personnel, Section 2.12.350, Council Compensation. Introduced May 4, 2020.
- e. Request to pay Councilmembers for April Regular Council Meetings cancelled due to COVID-19. Postponed May 4, 2020.

12. New Business:

- a. Ordinance 20-12, An Ordinance of the North Pole City Council to Establish the Rate of Tax Levy of 2020 Real Property Taxes of the City of North Pole.
- b. Request to Approve Shannon & Wilson, Inc. Proposed Scope of Services, Site Assessment, First Phase, North Pole Fire Department, North Pole, Alaska.
- c. Request to Approve the Purchase of an All-Terrain Vehicle for the Utility Department for Off-Road Inspection and Maintenance of Utility Infrastructure.
- d. Request to Purchase a Vehicle Using Asset Forfeiture Funds in the Amount of \$24,344.00.
- e. Request to Purchase ClearGov Budget Software.

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>.

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NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, MAY 4, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, May 4, 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
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

PLEDGE OF ALLEGIANCE TO THE FLAG

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

INVOCATION

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

APPROVAL OF AGENDA

Mr. Walley moved to approve the agenda of May 4, 2020.

Seconded by Mrs. Welch.

Discussion

Mr. Walley moved to consent the following items:

New Business:

- 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 Customer 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.
- k. Request for tuition reimbursement.

Seconded by Mrs. Welch

Discussion

None

On the amendment.

PASSED

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

On the Agenda as amended.

Discussion

None

PASSED

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. Walley *moved to* approve the Minutes of March 16, 2020 and April 27, 2020.

Seconded by Mrs. Welch.

Discussion

- Mrs. Welch noted a required correction to the misspelling of Councilman Claus

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE MINUTES OF MARCH 16, 2020 AND APRIL 27, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

COMMUNICATIONS FROM THE MAYOR

- a. Terri Nelson was presented with a Certificate of Appreciation and award pin in recognition of 20-years of service with the City of North Pole.
- b. On April 15, 2020 Mayor Welch:
 - a. Panelist on the Unified Command Policy Committee via Zoom.
 - b. Participated on the FAST Planning Policy Board meeting via Zoom.
 - i. Supported policy regarding the widening of Holmes Road to include a separate pedestrian bike path in concurrence with the citizens committee and given to the technical committee.
- c. On April 17, 2020 Mayor Welch:
 - a. Attended the FEDC Board Meeting via Zoom.
 - b. Participated in a Zoom meeting with Governor Dunleavy and AML/ACOM via Zoom.
 - i. Addressing concerns of the Mayor and discussion on how we were going to work toward reopening.
 - ii. Shared concerns of two constituents, massage/physical therapists.
 - c. FNSB Multi-Agency Conference via Zoom.
- d. On April 21, 2020 Councilman Claus:
 - a. Attended the FNSB Economic Development Committee taskforce.
- e. On April 22, 2020 Mayor Welch:
 - a. Participated in the Unified Command Policy Committee.
- f. On April 24, 2020 Mayor Welch:
 - a. Attended a meeting with Representative Prax, Former Senator Mike Miller, and Councilwoman Welch at the North Pole Legislative Office.
 - i. Concerning Cares Act funding.
 - ii. How money is to be distributed.
 - iii. Identified 9 different subsectors of businesses that would be considered.
 - iv. COVID-19 toolbox for business people.
 - b. Attended Tiger Team meeting via Zoom.
 - c. Attended AML/ACOM via Zoom.
 - i. Cares Act clarification.
 - d. Attended Governor's Press Conference.
- g. On April 28, 2020 Councilman Claus:
 - a. Attended FNSB Economic Development Committee meeting.
- h. On April 29, 2020 Mayor Welch:
 - a. Participated in the FNSB Virtual Town Hall listening session.
 - i. There was a variety of remarks from the citizens.
 - 1. Some thought we were doing well, some thought too much was being made out of this and everything in-between.

- i. On April 30, 2020 Mayor Welch:
 - a. Participated as a panelist at the Unified Command via Zoom.
 - b. Visited the Montessori School with Representative Prax and met with Principal Shana Waring.
 - i. Addressed concerns around COVID-19.
 - ii. Being treated as a daycare, not a school.
 - iii. Year-round school.
 - iv. Down to 16 students from 23.
 - v. Laid off 1 of 3 teachers.
 - vi. This is almost resolved so she will now be considered a school.
- j. On May 1, 2020 Mayor Welch:
 - a. Attended the Governor's Press Conference.
- k. On May 2, 2020 Mayor Welch:
 - a. Participated on KJNP 100.3 FM Over the Coffee Cup.
- l. Two hand-outs provided to Councilmembers:
 - a. May 1, 2020 letter from Nils Andreassen, AML Executive Director.
 - i. Addressed to Senator Murkowski, Senator Sullivan, and Representative Young.
 - ii. Cares Act does not meet a majority of the needs due to restrictions placed on it by the Treasury.
 - iii. Requesting a new Appropriations Bill for aid that goes straight to local governments for a multi-year long-term commitment.
 - b. Revised Program Legislative (RPL) Process Overview.
 - i. \$562,500,000, the Governor's 40% share of 1.25 billion, was expected to have been transmitted to local governments on May 1st. It has not been received to date.
 - ii. The legislature has been asked to put a revised program process in place to tell you what the two necessary steps are to accept the RPL's.
 - 1. The current fiscal year budget must include language specifying which funds can be accepted;
 - 2. The Governor must follow the process as outlined in AS 37.07.080 (h) to submit the RPL to the Legislative Budget and Audit Committee for review.
 - iii. If the Legislature does not come to terms and leave Juneau, it will mean the Governor will have a 45-day waiting period.
 - iv. Most of the money received was sent out to tow cities with populations of 500,000 or more people.
 - v. Nil's has asked that the single use audit requirement be done away with.
 - vi. We may bear the cost of having to have someone come on board to be the actuarial to figure out how this money is distributed to our businesses and citizens.
 - vii. To date our payroll has had \$22,338.98 in COVID-19 expenses.
- m. Citizen, Michelle E., brought in homemade masks for us to give away. There are sizes for men, women, teenagers, and children. Michelle E. and Kimberly F. are from Eielson AFB and are part of the family advocacy group. Thank you for putting these masks together and for sharing them with the community.
- n. Thank you to our Clerk for all she does.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Finance, Tricia Fogarty

- 2019 year end was uploaded on March 25th to KSH.
 - Spoke to Gary and Charles last week and they have our initial draft of our financials.
- AML investments interest was \$4,923 for the month of March.
 - \$1,500.61 less than February.
 - April is not in, assume it may a little bit more.
- Worked from home as much as possible during the COVID-19 closure.
 - It was less than ideal. Difficult to get the financial business of the City completed, as we rely on paper too much.
 - Worked with Caselle to set-up online purchase order process.
 - Very difficult to use and time consuming for Department Heads to approve.
- Attended a webinar with ClearGov regarding an online budget program, a digital budget book and some forecasting features.
 - Department Heads watched a more in-depth demo of the program.
 - Tracks every budget changed from start to finish.
 - Easy to review the budget book.
 - Any changes made throughout the year, it updates all pertinent areas.

Fire Department, Chief Coon

- Wildfire season, top layer of dead grass is very dry.
 - First wildland fire of the season has occurred off Peridot. It was about a half-acre in size and the probable cause was human cause.
 - Forestry was called out.
 - Burn permits are required, but there is a burn suspension in effect. The burn ban will likely not be lifted until we are in green-up, when the grass turns green.
- There have already been 450 emergency calls this year, which is about 3.6 per day.
 - Little lower than the 4 calls per day that has been previously reported.
 - Attributed to people afraid to go to the hospital and shelter in place.
- COVID-19
 - 370 cases in Alaska, 263 have recovered, 9 deaths, with 83 of those cases in the Fairbanks North Star Borough.
 - Has not affected NPFD in response, have not gone on a lot of COVID calls.
 - Practice has changed, very cautious.
 - Procedures at fire station have changed.
 - One crew in back door, the other shift leaves.
- Please continue to work on the ICS classes.
- The Command truck is on hold.

- Ford is making ventilators instead of F-150's.
- Received the ambulance contract from the Borough for the next fiscal year.
 - City Attorney is unable to review the contract due to conflict, so we will have to go out and find another attorney to review the contract.
- Staff went to the Fire Training Center for drill training.
- Firefighter Two class going on with NSVFD this summer.
- No EMS classes on the calendar.
- Staff have been participating in on-line training.
- Enrollment for the National fire Academy is open.
- Squad 21 has a forestry pump installed and is ready for the season.
- Chief Coon's timecard has a COVID-19 code is used to document time spent on time spent on COVID-19 functions.

Building Department, Bill Butler

- Building Department has already issued one residential building permit.
- IGU gas facility has been permitted.
- O'Riley Auto Parts store going in the North Pole Plaza Mall has received its plan review from us and is just waiting for the Fire Marshall review.
- The Striker Luke Development will start putting in the water and sewer for the project.
 - Getting the roads in, then pads so he can start building houses through the winter.
 - Submitted three permit applications to build three homes in the Ford Subdivision.

Public Works

- Rapid temperature rise and rain caused some flooding around the city.
 - There is nowhere for the water to go. Higher than normal snowfall.
 - Staff worked over the weekend, steaming culvers and removing hard pack.
- Citywide gravel sweeping has started.
- Cody will start working on Santa Claus Ln, cleaning up and planting flowers.
- Recruitments open for temporary hires.
- Ducks and graylings are out in the Beaver Spring slough.
- DOT should begin work on the Homestead Rd pedestrian path, hopefully complete by the end of May.

Utility Department

- Interviewing for the Field Inspector position.
- Expecting delivery of tow trucks that were approved in the 2020 budget.
- Two mobile generators approved by the Council for emergency preparedness arrived last week.

North Pole Expansion Project

- The construction phase of the project is now formally done. All that remains is the service line installations.
- Planning to begin customer service lines May 18, 2020.
- 479 possible connections in Zones 3 & 4; 352 have submitted applications or connected last year, which is a 73% installation/application rate.
- \$500 early sign-up bonuses are available through May 31, 2020.
 - Flint Hills hired Shannon and Wilson to perform outreach.

Moose Creek Water System Expansion Project

- Clearing of rights of way and easements began in early April and are nearing completion.
- HC is stockpiling pipe on the routes.
- Cooperative Agreements for Phases 1 & 2 have been combined into a single cooperative agreement.
- The last real obstacle is the Remedial Work Action Work Plan, which is required when working on contaminated sites for the federal government.
 - Highly structured process consisting of a pre-draft, a draft, a pre-final report and the final report.
 - Each step requires extensive review and comment.
 - The project is at the pre-final report stage.
 - Cannot begin installing water mains within Moose Creek until the final report is approved.

Council Member Questions

- Mrs. Welch – Who maintains the road that goes in on Doughchee by the memorial?
 - Mr. Butler – We do and are aware there is a problem there. It's settled and we've had several areas in the City that have had sinkholes settling. Cody has been putting fill in them for temporary as they often come back up, so we don't want to tear it out and then have a speed hump. If it does not come back up it will probably be one of our road projects this year to put asphalt to fix that.
- Mr. Claus – Just a question about the little area by the elementary school and dog park regarding the flooding there. I presume that's the same problem as before.
 - Mr. Butler – Yes, there is nowhere to go. They were pumping over there. They steamed a culvert out that it cleared out. The long-term goal is to put a ditch in from there to the slough.

- Mayor Welch – How many summer over hires do you anticipate?
 - Mr. Butler – We have money for five, typically it is hard to get five. We have one that wants to come back who has been with us for two years.
- Mayor Welch – How about the building over next to State Farm?
 - Mr. Butler – One of the things we are looking at is making it office space for the administrative end of the utility, public works, and building department, freeing up space at City Hall. Will come back to with more information, basic concepts and plans to seek Council support.
- Mayor Welch – One last question on Cary, on this extension. It looks like it has been graded.
 - Mr. Butler – Phil gave a bid. \$3200, a good price for several loads of D1 and to grade it then compact it.

Police Department, Chief Dutra

- We have switched to 12-hour shifts to accommodate for staffing shortage. Last 2-weeks we were down 2, out on injuries. As of today we are down to 9 with two on special duties, putting us down to 7. We are utilizing our Detective and Lieutenant positions to cover shifts with no shift overlaps.
- We have seen a drop year over year from 272 this year from 373. Traffic stops are down, but tickets are up. Part one crimes are up, part two are down. It is expected crime will be high this summer.
- New car ordered in 2019 has arrived. Getting it outfitted.
- Fingerprinting services are still not being provided due to social distancing requirements.
- Range Grant received two responsive bidders. They will be scored tomorrow. Kicks off a \$200,000 legislative grant.
- Thank you to Michelle Bunch and Mt. McKinley for donating gift cards to the officers as a thank you to first responders.
- We have not received any qualified applicants since the last meeting.
- COVID-19 response is similar to the fire department, taking extra precautions. Masks, lots of hand sanitizer and social distancing.
- Emergency vehicle operations training has been cancelled. It is difficult to find a facility to conduct driver training at high speeds. Fort Wainwright has fire stuff and Eielson AFB has the F-35's. Had a training planned at Fort Greely, but this was cancelled due to COVID-19. There is nothing currently planned, but hopefully this will change later this summer.
- New website launched for APOC.
- Chena Lakes contract started May 1st, puts us down one more person.

Council Member Questions

- Mr. Claus – Are you expecting domestic violence and crimes related to children to increase because of the stay at home and other regulations relating to COVID-19?

- Chief Dutra – Across the interior, it is not where we thought it would be. The numbers are down.
- Mr. Claus – With the masks and social distancing, reading in the news, what is the police department's take?
 - Need to be very careful about passing legislations and codes when it comes time to enforce them. No major problems here.
- Mrs. Welch – DUI numbers, are you expecting less since people cannot go to bars?
 - Same time last year we had three, so we have less.

Borough Representative

- Mrs. Welch – Attended the April 9, 2020 meeting
 - Pass through federal grant for \$450,505 to help with the bad air by installing plug-ins at the Carlson Center. This would pay for the installation and to include the expected cost of electricity over the next three years. It passed.
 - Resolution to support the Governor's economic stability program with regard to a full PFD put out now. Did not pass.
 - Looked at minimum amount of local sourced dollars that came into the school district, about \$48,000. It might have gone to a minimum of \$50,000.
- Mrs. Welch – Listened to the recording of the April 23, 2020 meeting
 - Discussion regarding hiring a manager and two code enforcement officers for the transfer sites. It was decided to hire one manager full time and one code enforcement officer with a two year limit.

City Clerk

- COVID-19 has been a primary focus since our last meeting. Multiple teleconferences, which I am happy to report are beginning to slow down allowing time to work on other duties. The frequency and duration of the calls has declined significantly.
- City offices reopened to the public today. All administrative staff are back to work in the office.
- Municipal clerk training has been cancelled due to COVID-19. I have requested alternative training opportunities.
- Now that City offices are open I will work with Department Heads to tour City facilities and look forward to personally meet City employees.

ONGOING PROJECTS

- Mayor Welch met with Mike Miller regarding IGU matters. They have delayed their decision. The volatility in the price of both oil and natural gas means they won't make an investment decision regarding the Titan complex at Port MacKenzie. The decision is delayed for 6-months to a year. Asked Mr. Miller to attend our meetings as our representative. Come this July it will be 5-years since that 70-something miles of pipe was laid and we have not seen a thing for it yet.

- Mayor Welch and the Clerk met with the Glass Doctor and Fairbanks Auto Glass to discuss tempered glass partitions being installed on the dais to promote social distancing for the Councilmembers.
- Mayor Welch contacted AlasConnect to look into getting Council chambers equipped with a modern system. Video teleconferencing will be used more often in the future. We met with Jonathan Huff, Alaska Universal Productions. He will be making recommendation on how to set up using made in America equipment using television screens and cameras. We will have him come in and give a presentation, later part of June.
- Mr. Claus participated in two Zoom meetings for the Borough's Economic Development Commission. They discussed their economic impact and recovery plan. North Pole does not have an approved commissioner at this time. Discussed the plan and our community history as it regards to our reaction to COVID-19. Strategic objectives include resilience through innovation, strong local businesses, and a safe and healthy community of fully employed workforce. Discussed indicators, objectives and strategies and they delineated tasks as immediate, short term, and long term. Link to the report will be provided to the Clerk to email out.

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

None

OLD BUSINESS

None

NEW BUSINESS

- a. Diana with Risq Consulting presented the City of North Pole Health Plan Renewal effective July 1, 2020 through June 30, 2021.
 - Administrative services are with Meritain and you use the Aetna Network.
 - Combined costs of AW Rehn claims, the Meritain claims, and the stop loss premium is \$651,185 for the first 9-months of the plan year. Slightly higher than expected.
 - IOA Re-East, for an overall net plan savings of \$145,938, with Laser at \$100,000
 - Recommend to renew with Meritain, move to CVS pharmacy, and move your stop loss to IOA Re-East.
 - Employees will receive a new ID card. Aetna remains the coverage.

MOTION TO APPROVE THE RENEWAL OF THE 2020-2021 CITY OF NORTH POLE HEALTH CARE PLAN AS OUTLINED BY DIANA STEWART WITH RISQ CONSULTING

Mr. Walley *moved to* approve the renewal of the 2020 – 2021 City of North Pole Health Care Plan as outlined by Diane Stewart with Risq Consulting.

Seconded by Mrs. Welch.

Discussion

Stay with Meritain, move to CVS pharmacy, move to IOA Re-East.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE RENEWAL OF THE 2020-2021 CITY OF NORTH POLE HEALTH CARE PLAN AS OUTLINED BY DIANA STEWART WITH RISQ CONSULTING 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

- b. Chief Dutra discussed North Pole Municipal Code 2.36.47 with regard to newly hired employee hiring ranges.
- Experiencing unusual difficulty in filling vacancies due to lack of qualified applicants.
 - Requesting to hire two lateral, qualified individuals at range 11 at \$29.75 per hour.
 - i. Mr. Walley - Candidate Two just moved to North Pole with his wife who is stationed at Eielson AFB, expecting a four year commitment?
 - 1. Chief Dutra – We’re expecting.
 - ii. Mr. Walley – Candidate One, is the requested wage more than or what they currently make now at FPD?
 - 1. Chief Dutra – It’s less.
 - iii. Mr. McGhee – Concern with officer following his wife, but at least we will have 4-years. Do we have current vested employees making equal pay for their same experience for served time? Will the lateral hires come in being paid more than current employees?
 - 1. Chief Dutra – We do not currently have any officers making less than that.
 - iv. Mr. McGhee – Concern with lateral hires regarding a revolving door. I understand you’re having recruitment difficulties. When you do the background checks, do you include their current commanders? There is always a question as to why they want to leave.
 - 1. Chief Dutra – We do thorough background checks.
 - v. Mayor Welch – Discusses the spreadsheet passed out to Councilmembers, highlighting what has gone into effect. Officers are on 12-hour shifts. Down to 1 person on some shifts. Bringing two people on and getting them up to speed is important.
 - 1. Chief Dutra – Most shifts are not single shift, this is due to the 12-hour shifts.

- vi. Mayor Welch – What do we risk in not moving on the lateral hires by May 18th?
 - 1. Chief Dutra – One of them has applications out in three departments and the other has been waiting for us to convene a meeting for over 1-1/2 months. We do have one more potentially coming in June from the lower 48.
- vii. Mr. Walley – If we grab these two officers, you're still down two.
- viii. Mayor Welch – They will have to give two-week notice, correct?
 - 1. One is in San Diego Sheriff's Department finishing his last week. He will have to quarantine when he arrives. The second one will have to give two-week notice.
- ix. Mr. McGhee – You used the term “the cats out of the bag”. That is why I asked the earlier question about background checks. If you do a background check you have to approach that department to check their files, there is no secret about a person looking for another job. So publicizing the name or the fact that it has to go public due to this type of request to change wages, it automatically becomes public notification.
 - 1. Chief Dutra – This is all about timing. It's critical and sensitive. We hold off on reviewing personal records of that department until after they have told us it is okay and we have vetted everything we possibly can. Once the council approves the wage and they have said okay, then we go to the personnel file. This is due to historical problems with people being mistreated once the name is divulged. Once the wage is approved and we review the personnel file, if we find something that disqualifies them we would not hire them.
- x. Mrs. Welch – Do we recovery money we spent training people we bring in and train and then they go off somewhere else?
 - 1. Chief Dutra – There are ebbs and flows. You might hire lateral hires or new recruits who might come for a short time and leave. If they leave within a year of their training we have it in our ordinance to recover some of our costs, and we are currently doing that.
- xi. Mrs Welch – Are these lateral hires agreeing to stay here with us for an agreed amount of time?
 - 1. Chief Dutra – No.

MOTION TO APPROVE THE REQUEST FOR WAGE DETERMINATION FOR TWO LATERAL HIRES IN THE NPPD

Mr. Walley *moved to* approve the Request for Wage Determination for Two Lateral Hires in the NPPD.

Seconded by Mrs. Welch.

Discussion

None.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE REQUEST FOR WAGE DETERMINATION FOR TWO LATERAL HIRES IN THE NPPD:

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

- c. Madam Clerk made a Request to Pay Councilmembers for Regular Council Meetings cancelled due to COVID-19.
- At March 16, 2020 Regular Council meeting it was determined, in consultation with the City Attorney, that all City offices would be closed to the public in response to the COVID-19 pandemic. The Regular Council meetings on April 6th and 20th were cancelled. This is a request to pay councilmembers for the cancelled meetings, based on the fact they did not occur for COVID-19 purposes.
 - i. Mr. McGhee – Made a correction to Madam Clerk, the Council did not request the closure the Mayor mandated the closure. It was not an option for the Council. Would like to move to postpone this until the next meeting. Because this is uncharted territory, I don't necessarily agree with the City Attorney's opinion this is fraud. This is something new for everybody. Because of the mandates, Presidential emergency, statutes, this is all new brand new. I would like to direct the Clerk to contact other municipalities within the State and Boroughs to ask what they did, what if any legal counsel they had, what they had in regard to meetings. I would like to postpone to the next meeting for further investigation.
 - ii. Mayor Welch – Will ask the City Attorney to put his opinion in writing.

MOTION TO POSTPONE THE REQUEST TO PAY COUNCILMEMBERS FOR APRIL REGULAR COUNCIL MEETINGS CANCELLED DUE TO COVID-19 TO NEXT REGULAR COUNCIL MEETING

Mr. McGhee moved to Postpone the Request to Pay Councilmembers for April Regular Council Meetings Cancelled Due to COVID-19 to Next Regular Council Meeting.

Seconded by Mr. Claus.

Discussion

None.

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE REQUEST FOR WAGE DETERMINATION FOR TWO LATERAL HIRES IN THE NPPD:

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

Mr. McGhee *moved to adjourn the meeting at 9:21 p.m.*

Seconded by Mr. Walley.

The regular meeting of Monday, May 4, 2020 adjourned at 9:21 p.m.

Michael W. Welch, Mayor

ATTEST:

Kim Kiehl, City Clerk

**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

**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

**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.

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

PASSED Yes: No: Absent:



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: Postponed from May 4, 2020 Regular City Council Meeting: Request for COVID-19 Pay to City Councilmembers

DATE: May 12, 2020

At the request of Councilman McGhee I reached out to Clerk's across the State to inquire how they have handled meetings in light of the COVID-19 pandemic. The majority of respondents indicated they did not cancel meetings, they were conducted telephonically or via a web based platform. A few did cancel meetings. Of those, one respondent indicated their council is paid a monthly salary with no meeting requirement attached to it, so they would have been paid. A couple respondents had similar language as found in our code, that the pay is based on attendance at a meeting. Their councilmembers were not paid, as they did not attend a meeting.

**CITY OF NORTH POLE
ORDINANCE 20-12**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL TO
ESTABLISH THE RATE OF TAX LEVY OF 2020 REAL PROPERTY
TAXES OF THE CITY OF NORTH POLE**

WHEREAS the real property assessment rolls have been completed, and the Fairbanks North Star Borough Assessor's Office has advised the City Mayor that the net taxable value of real property, as defined by AS 29.71.800 within the City of North Pole Alaska, is estimated at **\$291,302,133**.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH POLE, ALASKA, as follows:

Section 1. The ordinance is of a non-permanent nature and shall not be codified.

Section 2. The rate of levy on the net assessed value of taxable real property is hereby fixed at **3.499 mills** for municipal purposes within the City of North Pole.

Section 3. The taxes levied hereby are due, delinquent and subject to penalties and interest as provided by the Fairbanks North Star Borough Code.

Section 4. Taxes in any given year may be paid in two equal installments. The first half of taxes thus levied shall be due on the first day of September in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day. The second half of taxes thus levied shall be due on the first day of November in the year in which the taxes are levied and are delinquent if not paid prior to the close of business on that day.

Section 5. Effective Date. This ordinance shall be effective at 12:00 am on June 2, 2020.

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

PASSED/FAILED
Yes
No:
Absent:



MEMORANDUM

North Pole Fire Department

Geoff Coon, Fire Chief

TO: Mayor Welch and City Council Members

FROM: Geoff Coon, Fire Chief

SUBJECT: Request to Approve Shannon & Wilson, Inc. Proposed Scope of Services, Site Assessment, First Phase, North Pole Fire Department, North Pole, Alaska

DATE: May 11, 2020

This request is for approval to move forward with Shannon & Wilson, Inc. regarding the attached Proposed Scope of Services, Site Assessment, First Phase, North Pole fire Department, North Pole, Alaska. This proposal requests funding to implement the Alaska Department of Environmental Conservation (ADEC)'s approved March 2020 work plan, City of North Pole Fire Department Site Assessment Rev. 2. The estimated fee is \$28,033.00.

May 8, 2020

City of North Pole Fire Department
110 Lewis Street
North Pole, AK 99705

Attn: Chief Geoffrey L. Coon

**RE: PROPOSED SCOPE OF SERVICES, SITE ASSESSMENT, FIRST PHASE,
NORTH POLE FIRE DEPARTMENT, NORTH POLE, ALASKA**

We are pleased to submit this proposal and cost estimate for the implementation of the Scope of Services outlined in our Work Plan approved on March 27, 2020.

We prepared this proposal in response to your request to begin site-assessment activities at the North Pole Fire Station (NPFS). This proposal requests funding to implement the Alaska Department of Environmental Conservation (ADEC)'s approved March 2020 work plan titled *City of North Pole Fire Department Site Assessment Rev. 2*.

The purpose of the proposed activities is to understand the extent of PFAS contamination resulting from the historic use of aqueous film-forming foam (AFFF) by the North Pole Fire Department (NPFDD). Our work plan describes our proposed methods to identify potential PFAS source areas.

Our scope of services for the first phase of this project will include:

- reviewing the site layout and history;
- collection of groundwater samples from five temporary well points at the site; and
- collection of up to ten surface soil samples from the NPFDD property based on site conditions and locations of known AFFF use, storage, and potential accidental release.

Our estimated fee for these tasks is appended. This task is budgeted as a time and materials. We will provide a cost estimate for the second phase of the project once we have received and reviewed the results of the first phase activities.

We will begin pursuing this task upon receipt of a written notice to proceed. If you have any questions or would like to discuss the project scope or fee structure, please feel free to contact me at (907) 458-3147. We look forward to working with you on this project.

City of North Pole Fire Department
Chief Geoffrey L. Coon
May 8, 2020
Page 2 of 2

SHANNON & WILSON, INC.

Sincerely,

SHANNON & WILSON, INC.



Amber Masters
Environmental Scientist

Enc. Table 1. Summary of Estimated Costs
Terms and Conditions

ACCEPTANCE

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

By: _____ Printed Name: _____

Title: _____ Date: _____

103869

Proposal: 103869
 Date: 8-May-2020
 Client: North Pole Fire Department
 Project: North Pole Fire Department PFAS
 By: arm

Project Cost Estimate - First Phase

	Rate	Quantity	Subtotal	Total
Site Visit and Project Coordination, and Project Management				
Sr. Associate	\$185.00 /hr	4 hrs	\$740	
Project Manager	\$96.00 /hr	12 hrs	\$1,152	
Vehicle 4WD	\$125.00 /day	1 day	\$125	
			S&W Total	\$2,017

Task 1 - Temporary Well Points - Installation, Groundwater Sampling and Analysis

5 Temporary well points				
Associate	\$160.00 /hr	2 hrs	\$320	
Engr/Geo/Scientist III	\$100.00 /hr	36 hrs	\$3,600	
Vehicle 4WD	\$125.00 /day	3 days	\$375	
Equipment and Supplies	\$310.00 /day	3 days	\$930	
			S&W Total	\$5,225

Subcontract - Test America - 6 groundwater samples (5 primary samples and a field duplicate)

Groundwater				
PFAS	\$295.00 /test	6 ca	\$1,770	
		S&W Fee	\$266	
			TestAmerica Total	\$2,036

Subcontract - GeoTek Drilling (5 Temporary well points)

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	
SP16 PVC	\$135.00 /each	5 TWP	\$675	
55 Gallon Drum	\$125.00 /each	1 drum	\$125	
		S&W Fee	\$713	
			GeoTek Total	\$6,263

Subcontract - Star Electric (secondary utility locate)

Utility Locate	\$250.00 /event	1 event	\$250	
		S&W Fee	\$38	
			Star Electric Total	\$288

Task 2 - Surface Soil Sample Collection and Analysis

Engr/Geo/ Scientist III	\$96.00 /hr	14 hrs	\$1,344	
Associate	\$160.00 /hr	2 hrs	\$320	
Vehicle 4WD	\$125.00 /day	1 day	\$125	
Equipment and Supplies	\$310.00 /day	1 day	\$310	
			S&W Total	\$2,099

Subcontract - Test America - 10 soil samples (Up to 10 primary samples and a field duplicate)

Soil				
PFAS	\$325.00 /test	11 ca	\$3,575	
		S&W Fee	\$536	
			TestAmerica Total	\$4,111

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	45 hrs	\$4,500	
			Task 3 Total	\$5,995

PROJECT TOTAL \$28,033



Date:	08/08/2019
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To:	City of North Pole, Fire Department
Attn:	Mr. Geoffrey L. Coon

Re:	Scope of Services, Off-Site PFAS Monitoring and North Pole Fire Station Site Assessment Work Plan Implementation, First Phase
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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 contractors means, methods, sequences, procedures, or safety precautions; or that contractor's subcontractors, laborers, and suppliers have been paid.

ARTICLE 6 – CONFIDENTIALITY AND USE OF DOCUMENTS

Confidentiality

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

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

Use of Documents

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

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

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

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

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

ARTICLE 7 - INSURANCE

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

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

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

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

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

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

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

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

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

All insurance policies shall contain a waiver of subrogation.

ARTICLE 8 - HAZARDOUS ENVIRONMENTAL CONDITIONS

Disclosure of the Existence of Hazardous Environmental Conditions

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

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

Disposal of Non-Hazardous Samples and Hazardous or Toxic Substances

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

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

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

Client's Liability for Hazardous or Toxic Materials

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

ARTICLE 9 - ALLOCATION OF RISK

Indemnification of Client

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

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

Limitation of Shannon & Wilson's Liability

A. Total Liability Limited to Insurance Proceeds

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

ARTICLE 10 – MISCELLANEOUS

Termination

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

Successors, Assigns, and Beneficiaries

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

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

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

Jurisdiction, Venue, and Choice of Law

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

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

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

Attorneys' Fees

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

Waiver

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

Headings

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

Integration

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

Survival

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

Severability

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

Memo

To: North Pole Mayor & City Council
From: Bill Butler
Date: May 12, 2020
Subject: Approve the purchase of an all-terrain vehicle for the Utility Department for off-road inspection and maintenance of utility infrastructure.

Recommendation

Approve the purchase of an all-terrain vehicle from Last Frontier Polaris, Inc. for \$19,869.00 for the Utility Department to use to access buried utility infrastructure not accessible from roads or streets.

Background

In the 2020 Utility Capital Budget, the Council approved the Utility Readiness initiative for \$200,000. The initiative requested authority for four projects:

1. Purchase two mobile generators and modify the electrical systems at the pump houses so they can be “plugged into” a generator. Being mobile, the Utility could also use the generators at our sewer lift stations. The Utility has received delivery of the two generators for \$115,600
2. Install a natural gas generator at the Utility Shop. Natural gas is expected to become available in the City in late fall 2020.
3. Purchase an all-terrain, all season two-person vehicle with cargo capacity to haul moderate amounts of tools and equipment to access remote infrastructure not directly accessible by road including miles of water mains installed in wetlands that cannot be accessed by truck except when the ground is frozen.
4. Contract for an assessment of the Utility’s survivability resulting from natural or human-caused disasters by conducting a thorough review of our infrastructure, staffing, preparedness planning and best management practices for responding to likely emergency situations.

Attached to this recommendation is the text from the 2020 Utility budget describing each of the four approved Utility Readiness projects.

Paul Trissel, the Utility Supervisor requested quotes from three dealers for all-terrain vehicles that would meet the Utility’s needs. Two of the dealers had the same vehicle while the third dealer offered a quote for a comparable vehicle. Below is a summary of the quotes and the individual quotes are attached.

Dealer	Vehicle	Price
Last Frontier Polaris, Inc.	Ranger XP 1000 Premium	\$19,869
Compeau's	Ranger XP 1000 Premium	\$23,560
Equipment Source	Kubota Utility Vehicle	\$32,055

Utility Readiness: An ongoing effort of the Utility has been to make the department better prepared to respond to challenging and emergency situations. The Utility's capital budget includes \$200,000 (50% water and 50% sewer) for the Utility Readiness Project. Most of our stationary facilities have backup generators—water treatment plant, well house, sewer treatment plant, Peridot Pump House and emergency fire wells. The planned pump house in Moose Creek will have a backup generator. The Utility has three relatively new mobile generators to power sewer lift stations in the event of power outages. We plan to surplus two aging and unreliable mobile generators and two salvaged stationary generators. Two critical facilities do not have backup generators—Stillmeyer Pump House and Highway Park Pump House. Our original plan was to expand each of these pump houses and install backup generators or locate “generators in a box” generators at each site. These two alternatives are overly expensive and limit the Utility's flexibility. Our plan is to purchase two 65 kilowatt (KW) mobile generators and modify the electrical systems at the pump houses so they can be “plugged into” a generator. Being mobile, the Utility could also use the 65 KW generators at our sewer lift stations.

The Utility garage is critical infrastructure for the City, not just the Utility. In addition to being a garage, the building houses office space, our central electronic control network and work shop. The Utility garage does not have a backup generator and when there is a power outage many of the functions at the shop are halted. The electronic control network has battery backup, but those batteries cannot provide power if there is an extended power outage. The Interior Gas Utility connected the garage to the natural gas pipeline to function as a data monitoring site. Our plan is to wait for natural gas to become available in late 2020 and install a natural gas generator.

The North Pole Expansion will potentially more than double the water customer base; however, the geographic footprint of the utility is now approximately five times larger than prior to the expansion. The Moose Creek Expansion will add miles of buried water mains in areas where there are no roads. Much of the newly installed utility infrastructure is or will be accessible by road. Prior to the expansions, the Utility included water mains in the southern most section of the City that are in undeveloped land with limited road access. This access is more problematic in winter because even the limited roads in this area are unplowed in winter. We debated over the past few years the value of getting a snow machine or off-road vehicle to access our remote infrastructure, but the “economics” did not make sense. The economics have changed. We have more remote infrastructure not directly accessible by road including miles of water mains installed in wetlands that cannot be accessed by truck except when the ground is frozen. The Utility intends to purchase an all-terrain, all season two-person vehicle with cargo capacity to haul moderate amounts of tools and equipment.

The Utility lacks an assessment of its survivability resulting from natural or human-caused disasters. This is a complex specialized assessment that our staff lack the skills to perform. Our goal is to hire a firm with the expertise to conduct a thorough review of our infrastructure,

staffing, preparedness planning and best management practices for responding to likely emergency situations. The assessment should provide the Utility with emergency response plans for likely scenarios, recommendations of essential emergency supplies, infrastructure upgrades, and staff development needs. One potential outcome may be the need to have a staff member whose job duties include being responsible for emergency preparedness and other related issues like OSHA compliance.



LAST FRONTIER POLARIS INC.

1450 Karen Way
Fairbanks, AK 99709

www.outpostalaska.com

Phone 907-456-3265 or 800-656-3265
Fax 907-455-9834

DATE OF QUOTE _____

SALES PERSON <u>Logan T. Wicken</u>	DELIVERY DATE _____
EMAIL <u>loganw@outpostalaska.com</u>	DIRECT _____
FLOOR _____ CRATE _____ INBOUND _____	TRANSFER _____

BUYER INFORMATION

Buyer Name <u>City of North Pole</u>	DOB _____
Co-Buyer Name _____	DOB _____
Address _____	City _____
_____	State _____ Zip _____
E-mail _____	
Home phone _____	Cell _____ Work _____

VEHICLE INFORMATION

Year <u>2020</u>	Make <u>Polaris</u>	Model <u>RG 1000 PM</u>	Color <u>Colours available</u>
VIN _____	Stock# _____		

VEHICLE SUMMARY

MSRP Price	\$ 14,999.00
Discount	\$ 459.00
* Rebate	\$ 500.00
Freight/Set Up	F- \$175 / S- \$175
Accessories (attached)	\$ 5,170.00
Labor	\$ 200.00
Freight To	\$
Extended Warr	\$
Doc. Fees	\$ 99.00
UCC FEE	\$ (BANK)
Title/Reg	\$10.00 (REC) / \$
Trade Value	\$
Non. Ref. Deposit	\$
Grand Total	\$ 19,869.00

PRICE VARIANCE SECTION

Price _____
From _____
Reason _____
Counter Offer _____

APPROVED BY

Douglas Chambers _____
John Haddad _____

I hereby indicate my intent to purchase a vehicle from Last Frontier Polaris Outpost. I Authorize the Dealer representative to investigate my credit and employment history to evaluate my ability to purchase the above referenced vehicle. All deposits are non-refundable

Customer Name _____

Dealer Name _____

Date 4/29/2020

* = SUBJECT TO CHANGE MONTHLY



4122 Boat St Fairbanks, Ak. 99709 (907) 479-2271 1-800-478-7669 www.compeaus.com

Request for Quote

**For: City of North Pole
Ref: Side by Side**

**2020 Can Am Defender HD10 XT
Discounted Price: \$ 18199**

**Can Am Apache 360 LT Track Kit
Price: \$ 5361 installed**

Package Total: \$ 23560

All prices are out the door and include all known fees associated with the sale. The machine is priced under the commercial pricing program, under this program, all machines will only come with the factory 1 year warranty and can NOT be extended.

**Contact:
Kyle Malamute
Compeaus Inc
907-479-2271**



Equipment Source Inc.

Phone (907) 458-9049
Fax (907) 458-7180
1919 Van Horn Road
Fairbanks, AK 99701

ESI Quote

Date	Estimate #
4/29/2020	14790

Name / Address
City of North Pole

Ship To

Quote Expires	Terms	Rep	FOB	Project/Job
	Net 15	SAD	Fairbanks, AK	
Item	Description	Qty	Cost	Total
RTV-X1100CW	Kubota Utility Vehicle, Fully enclosed cab, Front brush guard, Roll down windows, Lockable doors, Htr, Defrost, A/C, 5 cylinder Diesel liquid cooled, 2 speed Hydrostatic transmission, Integrated Power Take Off (PTO), All wheel drive & 2 WD, CV Shaft drive, Limited slip front differential, Locking rear Differential, Skid Plates, Dynamic Braking, Front & rear adjustable independent suspension, Power steering, Tilt Wheel, Easily accessible parking brake, 60:40 Split bench seating with Seat belts, Under seat storage compartments, Digital instrument cluster (speed, hours, miles, over heat alarm (light and audio)) true hydraulic dumping cargo bed 1,102lbs 15.2cf capacity with With HD Work Site Tires, 2" Hitch receivers front & rear, Tow capacity 1300lbs. RTV-X1100CW-H	1	24,200.00	24,200.00
Winterization Kits CP-6722-08-2280 ...	WINTERIZATION KITS FAI RTVX1100 Camoplast UTV T4S 2014 Complete All-Season High Performance Tracks CP-6722-08-2280 FAI	1	300.00 7,555.00	300.00 7,555.00
			Total	\$32,055.00



North Pole Police Department



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

May 12, 2020

To: North Pole City Council

Re: Purchase vehicle for JAG Position

The current vehicle being used in the JAG position has reached its end of life and all other options to replace or repair it have been exhausted. Our last JAG vehicle was purchased with JAG funding and is now high mileage and having mechanical issues. This vehicle will be sold at auction.

We have sought multiple estimates from a variety of dealers and have identified three vehicles ranging in price from \$23,125 - \$24,344. We have shopped the inside and outside the area and the prices we have secured are reasonable and representative of the cost associated with this type of vehicle.

In order to protect the identity of this vehicle I would like to discuss them as vehicle #1 - #3.

- #1 2019
 24,000 miles \$24,344
 NADA \$26,075
- #2 2019 (winterized)
 20,000 miles \$24,344
 NADA \$27,150
- #3 2017
 36,000 miles \$23,125
 NADA \$20,925

I would ask that the council authorize NPPD to purchase either Vehicle #1 or Vehicle #2 for \$24,344. We would use funds already budgeted in the Asset Forfeiture funds.

Thank you for your time.

Chief Steve Dutra

Affordable Used Cars, Inc.

2525 S. CUSHMAN
FAIRBANKS, AK 99701
(907) 452-5707

VEHICLE PURCHASE AGREEMENT

029 EAST 8TH AVENUE
ANCHORAGE, AK 99501
(907) 274-2277

DATE May 12, 2020 SALESPERSON THOMAS WATEGA

CUSTOMER NAME		ADDRESS	
QUOTE			
CITY	STATE	ZIP	HOME PHONE
AK			
I/We hereby agree to purchase the following described vehicle from Affordable Used Cars, Inc. under the same terms and conditions specified.			
MAKE <u> </u>	YEAR <u>2019</u>	TYPE <u>4DR</u>	MODEL <u> </u>
STOCK NO <u> </u>	SERIAL NO <u> </u>	LICENSE NO. <u> </u>	
In addition to standard equipment already on the vehicle, Affordable Used Cars, Inc. will perform only the functions here listed.			
The information you see in the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.			
TRADE-IN RECORD		CASH PRICE OF VEHICLE \$ <u>23,995.00</u>	
YEAR <u> </u>	MAKE <u> </u>	SALES TAX \$ <u>N/A</u>	
MODEL <u> </u>	COLOR <u> </u>	LICENSE AND TITLE FEES \$ <u>150.00</u>	
SERIAL NO. <u> </u>		TOTAL CASH PRICE \$ <u>24,145.00</u>	
UC NO. <u> </u>	MILEAGE <u> </u>	TRADE-IN ALLOWANCE \$ <u>N/A</u>	
PAY-OFF TO <u> </u>		LESS PAY-OFF \$ <u>N/A</u>	
In the event that the amount required to satisfy existing liens is greater than the amount quoted by purchaser, purchaser agrees that the difference shall be added to the purchase price of the vehicle.		NET ALLOWANCE \$ <u>N/A</u>	
X <u> </u>		REC. NO. <u> </u>	DEPOSIT \$ <u>N/A</u>
		REC. NO. <u> </u>	CASH ON DEL. \$ <u>0.00</u>
INSURANCE COVERAGE			
<input checked="" type="checkbox"/>	TYPE	AMOUNT	TERM PREM. COST
	CREDIT LIFE		N/A
	CREDIT HEALTH & DIS.	N/A	N/A
PURCHASER MAY CHOOSE THE PERSON THROUGH WHICH THE INSURANCE IS OBTAINED.			
NAME OF INSURER: <u> </u>			
ADDRESS OF INSURER: <u> </u>			
PURCHASER IS NOT REQUIRED TO OBTAIN CREDIT LIFE INSURANCE COVERAGE. Purchaser hereby affirms that the charge for credit life insurance shown has been disclosed in writing to him, prior to execution by the purchaser of this statement, and that after such disclosure, Purchaser specifically affirms that he desires to obtain the insurance for which such charge is made.			
Purchaser's Signature: X <u> </u> Date <u>May 12, 2020</u>			
TOTAL DOWN PAYMENT \$ <u>0.00</u>		Unpaid Cash Balance \$ <u>24,145.00</u>	
		Winterize \$ <u>N/A</u>	
		GAP \$ <u>N/A</u>	
		Dealer Documentation Fee \$ <u>199.00</u>	
		Credit Life & Disability \$ <u>N/A</u>	
		Service Agreement \$ <u>N/A</u>	
Unpaid Balance \$ <u>24,344.00</u>			
I have read the arbitration clause contained in this agreement, understand the contents of the arbitration clause, and agree that any dispute arising under the contract shall be resolved by binding arbitration.			
Purchaser's Signature X <u> </u> Purchaser's Signature X <u> </u>			

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT
IS HEREBY ACKNOWLEDGED BY PURCHASER

Dealer's Name AFFORDABLE USED CARS

Purchaser's Signature X

Accepted

Purchaser's Signature X

This order not valid until accepted by DEALER OR SALES MANAGER



Fax: (907) 458-0139
www.northstarautofairbanks.com

(907) 378-0733

SALESPERSON Dustin N Golat

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid

2525 S. CUSHMAN
FAIRBANKS, AK 99701
(907) 452-5707

929 EAST 8TH AVENUE
ANCHORAGE, AK 99501
(907) 274-2277

DATE May 12, 2020 SALESPERSON THOMAS WATEGA

Notice to the buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled-in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

The front and back of this order comprise the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. I have read the matter printed on the back hereof and agree to it as part of this order the same as if it were printed above my signature.

RECEIPT OF A FILLED-IN COPY OF THIS AGREEMENT
IS HEREBY ACKNOWLEDGED BY PURCHASER

Dealer's Name **AFFORDABLE USED CARS**

Purchaser's Signature **X**

Accepted

Purchaser's Signature X

This order not valid until accepted by DEALER OR SALES MANAGER

Memorandum

To: *Mayor Welch & North Pole City Council*
From: *Tricia Fogarty, CFO*
Date: 5/13/2020
Re: Request to Purchase ClearGov Budgeting Program

This program is built specifically for local governments that face the same needs and limitation that we are facing.

I recommend ClearGov's program for several reasons:

1. The program is cloud based so if we need to work remotely and still be able to collaborate on a proposed budget, we can easily and effectively put a budget together.
2. Every change to the budget is tracked and labeled with who made the change and when the change occurred. This has been an issue in the past as to who initiated the change and at what budget meeting did the change happen.
3. When a budget amendment occurs to a line item and that item is listed in another section of the budget book. The program is intuitive and will make the changes where it needs to all on its own. A good example of this is the property tax and the mill rate change.
4. The program is an annual subscription; the City will not be locked into a long term agreement. There are no hidden fees or extra cost.

The budget process is a long and time consuming project with many changes along the way. The budget books we estimate are approximately \$125.00 each for materials not including the time it takes to put the book together. Last year we put together 18 books total cost of the budget book was \$2,250.00 not including man hours.

Thank you,
Tricia Fogarty, CFO



SOFTWARE PROPOSAL

PREPARED FOR

Tricia Fogarty
CFO
City of North Pole

PREPARED BY

Lewie Alfano
ClearGov, Inc.
lalfano@cleargov.com
(978) 870-7720

PREPARED ON

4/15/20





4/15/20

Tricia Fogarty
CFO
City of North Pole
125 Snowman Ln
North Pole, AK 99705

Dear Tricia,

Per our discussions, I am pleased to provide you and your team at North Pole with the attached software proposal for your consideration.

Our mission at ClearGov is to help build a community of transparent, data-driven, modern governments. We make it easy for governments like yours to operate more efficiently and communicate more effectively. Our solutions are easy to afford, implement, and use. They don't cause a lot of upheaval, and they don't force you to reinvent the wheel. ClearGov solutions are designed to help local governments like North Pole take a strong next step in your journey from good to great.

We fully appreciate the demands on your time, so I'd like to thank you in advance for the time that you and your team will spend reviewing this proposal. If you have any questions or need additional information of any kind, please do not hesitate to ask.

I am confident that you and your team will be impressed by the ClearGov solutions and even more impressed by how hard we will work to make you happy.

We look forward to working with you.

Sincerely yours,

Lewie Alfano
ClearGov, Inc.
lalfano@cleargov.com
(978) 870-7720



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EXECUTIVE SUMMARY

Mission

ClearGov's mission is to build a community of transparent, data-driven, modern governments. We pursue this mission by making it easy and affordable for every local government to take a strong next step on its journey from good to great. ClearGov solutions are carefully designed to help local governments operate more efficiently and communicate more effectively, fueling better strategic decision making and increased levels of community support.

Solutions Overview

Based on our conversations with North Pole and our understanding of your key needs and objectives, we are proposing the following ClearGov Solutions:

ClearGov Budgets Suite

- A robust, yet simple-to-use budgeting and forecasting tool that is specifically tailored to the needs of local governments
- Enables finance teams to easily collaborate in real time
- Eliminates spreadsheet errors
- Automatically generates long-term forecasts
- Streamlines the entire budget-building process

ClearGov Digital Budget Book Suite

- A smarter way to build a better budget book that's easier for you and more accessible to your residents
- Automatically generates a professionally formatted template that's pre-populated with your own financials, capital request data, charts, and more
- Let's you and your team work collaboratively to fill in the blanks
- Built to GFOA guidelines, optimized to ADA standards, and designed to be mobile-friendly

Investment

ClearGov offers solutions that are affordable for local governments of all shapes and sizes. North Pole falls into our Tier #1 category. A summary of your investment in the ClearGov Solutions proposed herein includes:

Setup Service Fees (One time investment)

Setup Fee	\$2,400
Setup Discount: If signed by 6/30/20	(\$2,400)
Total Setup Service Fees	\$0

Annual Subscription Service Fees (Annual investment)	
ClearGov Budgets Subscription	\$7,950
ClearGov Digital Budget Book Subscription	\$4,500
Bundle Discount	(\$1,800)
Year 1 40% Discount	(\$4,260)
Total Annual Subscription Service Fees	\$6,390

See the Investment Section below for full details on setup fees and annual subscriptions.

Implementation Plan

While implementing ClearGov's accessible solutions is designed to be a turnkey process, we offer dedicated Client Success resources to help you get up and running quickly and efficiently. A comprehensive implementation plan is described in more detail later in this proposal. Here are the highlights:

Project Management

- ClearGov will assign you a dedicated Client Success Manager (CSM) to coordinate, lead, and manage the entire setup process as well as provide ongoing support.

Scope of Work

- ClearGov provides comprehensive onboarding services — at no additional charge — to ensure that you hit your launch targets and get the most value out of your ClearGov investment.

Launch Timeline

- Launch generally takes approximately 2 – 4 weeks from the time that you provide your Client Data Report(s) to ClearGov, depending upon the volume/complexity of your data as well as ClearGov client backlog.

Data Onboarding Requirements

- ClearGov will handle all importing, onboarding, and mapping of data. In short, we'll take your raw financial information, sort it, and upload it to the ClearGov platform so it perfectly matches your chart of accounts. The only thing you have to do is supply your data, which generally involves running a few simple reports from your existing accounting system. We'll walk you through the process.

Training and Support

- ClearGov provides unlimited training and support throughout implementation and for as long as you're a ClearGov customer. You will also have access to a frequently updated library of online resources and best practices to help you achieve the best outcomes.

Conclusion

In the pages that follow, we'll explain how and why ClearGov solutions not only offer the best value for North Pole, but also make your day-to-day operations more efficient, productive, and impactful.

ClearGov is committed to helping local governments like yours "make democracy work better." And while that may sound lofty, "democracy" is simply what you do every day. We just want to help you do it in a modern, data-driven way — a way that makes your job easier, lightens your load, showcases all the good work that you do, and ultimately helps you better serve your community.

ClearGov already works with hundreds of local governments across the country, and we'd be delighted to welcome North Pole into the fold. If you have questions or concerns as you review this proposal, please do not hesitate to reach out. Thank you for your consideration.



SOLUTIONS OVERVIEW

We *know* that you're working hard to make your government run better, and you know that technology can help you get it done. Unfortunately, most of the gov-tech software on the market right now is designed for sprawling megacities or state and federal government — not local agencies like yours. So, these platforms are often complicated, expensive, and loaded with bells and whistles that you'll never use. You don't need a chainsaw to carve a turkey. You simply need the right tool for the job.

ClearGov is built from the ground up *specifically for* local governments. It does everything you need it to do. It's just-right software for agencies that are looking to take that critical next step toward more efficient operations and better community engagement. Therefore, all ClearGov solutions are:



INTUITIVE AND EASY TO USE

At ClearGov, everything we do is designed to make complex government data easy to understand and easy to use, internally and by the public at large. We present data in readily-understood infographic form, and offer an interface for our internal tools that's easy for every staff member to learn and use.



CLOUD-BASED

Web-based software requires no installation, no maintenance and is always up-to-date. We host our software and our data with Amazon Web Services, which ensures data security and world-class software performance.



TURNKEY

We understand that in local governments, staff is almost always stretched too thin. That's why we do all the heavy lifting for you. To get started, all you have to do is send us an Excel file with your data. We'll take care of the rest. When you login to ClearGov for the first time, you'll find that everything is right where it should be.



AFFORDABLE

ClearGov is built and priced for local governments and school districts. Our packages are all-inclusive, so you'll never be charged extra for per-seat licenses, never be surprised with hidden fees, and never pay for support or product updates...never.

Our goal is to delight our customers with unbeatable value in everything we do.

BUDGETS SUITE

Budget Better Together

ClearGov Budgets is a suite of flexible, cloud-based budgeting and forecasting tools designed to leverage your existing financial data into a more efficient and collaborative budget building process. Designed specifically for local governments and school districts, ClearGov Budgets is a giant step forward from building your budgets and forecasts with Excel or the legacy accounting system budgeting modules.



"Having the budget online eliminates version control issues and lets everyone know where we are in the process. Instead of calling or emailing department heads, I can just go into ClearGov and access all the requests and supporting documentation in one spot."

Sean O'Brien

Special Assistant to the Finance Director
Natick, MA
Population: 39,960

ClearGov Budgets Suite Modules

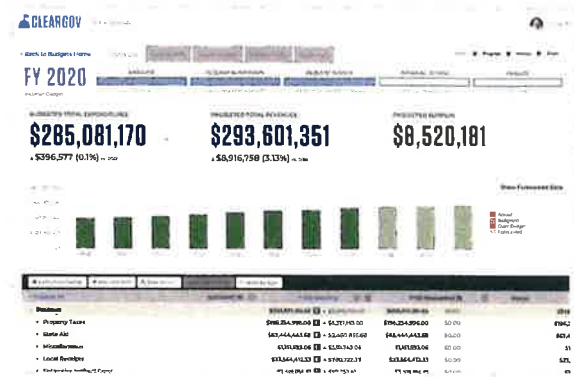




BUDGETS SUITE

Budget Builder Module

ClearGov's Budget Builder module helps your staff budget better, together. Using a single, shared online workspace, financial executives, committee members, and department heads can collaborate on building a budget using an efficient tool that's been designed specifically to meet the budgeting needs of small to medium-sized governments.



- **Choose your baseline:** Base your budget on last year's data, on a simple-to-generate budget forecast (see below) or use zero-based budgeting.
- **Collaborate effectively:** ClearGov Budgets makes it easy to manage, merge, track and review budget requests and changes as a team, every step of the way.
- **Create unlimited budgets:** Create multiple budgets every year across different funds or for the same fund. You can even build out what-if scenarios.
- **Add notes and supporting material:** Comments and supporting documents are easily attached directly to line items so they are readily available for reference.
- **Keep a thorough audit trail:** Automatically track every change, comment, and version so you always know who changed what and when.

Why does North Pole need this?

- **Improve accuracy:** Nearly 9 out of 10 spreadsheets contain errors. Finding those mistakes and fixing them can be frustrating and wastes precious time. But ClearGov is cloud-based, so everybody works on the same error-free master file vs. a multiple spreadsheet monster that has to be managed and merged manually.
- **Collaborate more effectively:** ClearGov allows everyone involved to work from the same platform, share comments and suggestions, and immediately see the impact across the organization — in real time — as budget development unfolds.
- **Free up time and resources:** Preparing the annual budget consumes a big chunk of your time, but it's not the only thing you do. Modernizing your budgeting process will free up your time and talent to focus on other critical projects as well.
- **Make better budgeting decisions:** ClearGov's dynamic, graphical interface helps you clearly visualize historical trends — at a glance — so you can readily identify areas that are consistently under or over budget and make adjustments accordingly.

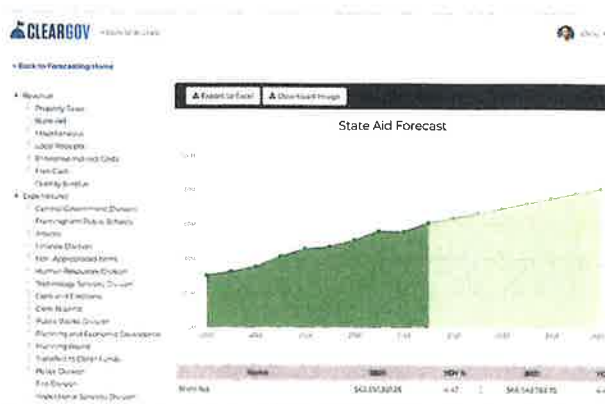


BUDGETS SUITE

Forecasting Module

With ClearGov's sophisticated yet easy-to-use Forecasting tool, you can generate AI-driven budget forecasts for up to ten years forward. The more historical data you provide the more accurate your forecast will be.

- **Create unlimited forecasts:** Create projections for every year or every fund. And, create multiple what-if scenarios.
- **Customize your forecast:** Easily override forecast figures. All changes automatically roll up to the parent categories.
- **Generate a baseline budget:** Generate a quick, one-click revenue and/or expense forecast to use as a baseline to build next year's budget.



Why does North Pole need this?

- **Plan for the long term:** Access to an AI-driven forecasting tool enables you to better assess how budget decisions made today will impact revenues and expenditures down the road.
- **Boost bond ratings:** Few local governments have a robust forecasting process in place. Formalizing yours is a good first step toward improving your municipal bond ratings and potentially lowering your interest rates.
- **Scenario analysis:** Create multiple forecasts to better plan for "best case" or "worst case" scenarios.



BUDGETS SUITE

Benchmarking Intelligence Module

The ClearGov Benchmarking module lets you compare any budget category against a relevant set of peer communities — not just ClearGov clients, but everyone in your state — to help drive better budgeting decisions and outcomes.

- **Peer groups:** Instantly create side-by-side spending and funding comparisons.
- **Filters:** Identify relevant peers based on size, area, average income, and other criteria.
- **Dynamic graphs:** Easily visualize metrics to identify opportunities to be more efficient with your spend.



Why does North Pole need this?

- **Make better fact-based decisions:** The ClearGov benchmarking module puts robust business intelligence data at your fingertips. That helps you improve your strategic planning process and communicate more effectively, both internally and with the rest of your community.
- **Save time compiling and formatting data on similar communities:** ClearGov enables you to instantly compare your performance against relevant communities that provide similar services. In the past, this was a time-consuming and costly venture that required expensive consultants. Not with ClearGov. Our proprietary system ingests accounting data from local governments and automatically standardizes the chart of accounts, so you're always comparing apples to apples.
- **Identify areas of potential overspend/prevent waste:** With instant, easy access to benchmarking data, you can uncover areas for savings quickly, and adjust your budget accordingly.

DIGITAL BUDGET BOOK

An Interactive, ADA-Optimized Budget Book Solution

The annual budget book is your government's most important, public-facing policy document. You want it to be polished, professionally formatted, and accessible to as many residents and stakeholders as possible. And, *ideally*, you want it to be easy and efficient to produce on your end. ClearGov's Digital Budget Book suite checks all of those boxes, plus ADA optimization, GFOA best practices, and then some.



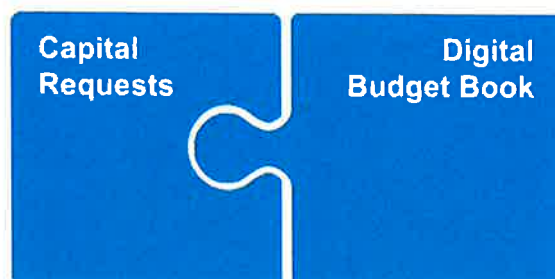
PUEBLO WEST
Colorado

"It's our job to communicate our budget - the what and the why - in a way that isn't confusing or overwhelming. We want to proactively engage citizens because what we're doing directly affects them. ClearGov gives us an effective and visually compelling way to do that."

Jay-Michael Baker

Community Engagement Manager
Metropolitan District of Pueblo West
Population: 31,000

ClearGov Digital Budget Book Modules





DIGITAL BUDGET BOOK SUITE

Capital Requests Module

The Capital Request Module is a dashboard-driven tool that automates and optimizes the process of collecting, organizing, and reporting capital requests across all departments and automatically populates your Digital Budget Book. Think of it as a modern, digital-first solution to an age-old, paper problem.



- **Digitize your requests:** Save some trees with a simple online form that captures and submits requests electronically
- **Customize your form:** Easily customize the default template with a few simple clicks to precisely fit your needs and preferences
- **Automate your workflow:** Initiate, collect, track, and manage all your requests online, even set triggered reminders for department heads
- **View capital requests at a glance:** Report and review requests by department, funding source, fiscal year, and more — all from an intuitive dashboard
- **Publish to your budget book:** Automatically generates a capital request summary with detail pages for each department/request for your Digital Budget Book

Why does North Pole need this?

- **It's so much more efficient:** The sooner you automate out-dated manual processes, the more efficiently you can govern. Once you streamline the tedious task of organizing your capital requests, you'll have more time and energy to invest in one of the most critical components of good governance — strategic planning.
- **Eliminate the paper chase:** Instead of chasing down paper requests and slogging through the data entry process, you can kick off each new request cycle with a click. An intuitive dashboard enables you to quickly email online request forms to your department heads, set automated reminders to gently nudge requestors to complete their submissions, and monitor progress every step of the way.
- **You get a robust digital audit trail:** Your department heads can easily attach pictures, PDFs, and other supplemental materials to their digital request form. These materials travel with the request, so they're always just a click away. They'll even automatically appear in your budget book once you click publish.
- **It's key to building a better budget book:** Capital planning is an important precursor to building your budget and eventually publishing a compelling budget book. ClearGov's Capital Request Module streamlines your workflow, automates key tasks, and makes the entire CIP process more transparent and collaborative.



DIGITAL BUDGET BOOK SUITE

Budget Book Module

The Digital Budget Book module helps you produce an interactive and engaging budget book in a fraction of the time it takes today. Instead of manually building your book in a clunky document editor, you build it collaboratively using simple web apps that streamline the steps from start to publish.

- **Prepopulated and preformatted:** Start with a core framework that includes all of your pre-loaded budget data with integrated, pre-built charts
- **Smarter workflow:** Collaborate and work faster to add your narrative with fewer headaches
- **Highly customizable:** Add images, choose chart colors, and select styles to reflect your civic brand.
- **Better end product:** Produce a polished piece that is ADA-Optimized and built from the ground up to meet GFOA best practices



Why does North Pole need this?

- **The short-cut you always wanted:** One simple click generates a fully formatted framework that's automatically populated with your financial data, along with pre-built charts, tables and graphs, and even some pre-written content. You simply fill in the blanks and customize the content as you see fit.
- **Improve accuracy:** The more spreadsheets you manage and papers you shuffle, the greater the margin of error. ClearGov's digital-first approach is automated, templated, and paperless so you can stop *manually* collecting, merging, and managing all that input from dozens of department heads.
- **You save time and aggravation:** Recreating charts, tables, and graphs from spreadsheets every time a figure changes is not only tedious, it's inefficient. With ClearGov, every time you change a number in your budget, all of the applicable charts, tables and graphs are updated automatically.
- **Print on demand:** Printing a budget book is expensive and often out of date before the ink dries. ClearGov enables you and your citizens to print specific sections or the entire budget book whenever you like - which saves both time and money.
- **GFOA kudos:** ClearGov's Digital Budget Book is structured to meet GFOA best practice guidelines. In fact, there's a GFOA checklist built right in, so you can check off each Distinguished Budget Award Presentation requirement as you complete it.



INVESTMENT

Our pricing model matches our products - simple, straightforward and built for local governments.

Setup Fee:

- A **one-time investment** that covers setup, activation, data onboarding and initial training — everything you need to get launched.

Solution Subscription:

- A flat **annual investment** covers unlimited access and usage of your ClearGov solution and includes unlimited support from your dedicated Client Success Manager.

That's it. We don't charge extra for seat licenses or updates or ongoing support or professional services or anything else, so there are absolutely no hidden fees. See the table below for a complete breakdown of what's included.

Setup Service Fees (One time investment)

Setup Fee: Includes -

- Full activation and setup **\$2,400**
- Data onboarding
- Client training

Setup Discount: If signed by 6/30/20 **(\$2,400)**

Total Setup Service Fees **\$0**

Annual Subscription Service Fees (Annual investment)

ClearGov Budgets Suite: Includes -

- Budget Builder Module **\$7,950**
- Forecasting Module
- Benchmarking Module

ClearGov Digital Budget Book Suite: Includes -

- Capital Requests Module **\$4,500**
- Budget Book Module

Bundle Discount (For two or more ClearGov Suites) **(\$1,800)**

Year 1 40% Discount **(\$4,260)**

Total Annual Subscription Service Fees **\$6,390**



PROJECT MANAGEMENT

ClearGov offers robust solutions that are easy to set up and operate. We understand that most local governments are pressed for resources, so we have designed an activation process that places the heavy-lifting on ClearGov. This section outlines the key project management roles and responsibilities.



"ClearGov did all the heavy lifting — we didn't have to add staff, data storage space, or anything like that. We just exported the data and ClearGov did the rest."

Carrie Arrenz
Budget Analyst
Sheboygan, WI

ClearGov Role & Responsibilities

ClearGov will assign a dedicated Client Success Manager or CSM to lead the implementation effort. Your CSM will:

- Coordinate and execute the development of the project plan.
- Ensure the timely delivery of items identified as "In scope" within this proposal.
- Train your staff to use ClearGov tools and applications.
- Track, communicate, and expediently resolve any implementation issues.
- Monitor project progress to ensure a timely and efficient launch.

All ClearGov CSM efforts will be performed remotely with direct email and phone contact as necessary.

Client Role & Responsibilities

We ask that you designate one individual as a primary point of contact to facilitate:

- Delivery of "Client Task" items (listed below) in a timely manner.
- Coordination of Client participants for Kick-Off and Training calls.
- Review and approval of onboarded Client Data to confirm launch.



SCOPE OF WORK

In addition to providing unlimited training and ongoing customer support, your dedicated Client Success Manager will coordinate all of the necessary onboarding and updating services required to suit your unique needs. Depending upon which features/functionality you wish to fully or partially leverage, the scope of work to be performed by the ClearGov Client Success team is outlined below.

ClearGov Budgets Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Budget Builder and Forecasting Modules. The Forecasting Module automatically generates a forecast of n - 2 years, where n is the number of years of historical data provided, e.g. a 5 year forecast requires 7 years of historical data; a 10 year forecast requires 12 years of historical data.	Up to 20 yrs of historical audited data Unlimited forecasts
Import historical budgeted data (Optional): Enables the ability to overlay and present budget to actual performance, Historical data can provide perspective and insight to inform future budget decisions.	Up to 20 yrs of historical budgeted data

ClearGov Digital Budget Book Suite - Scope of Work

Service Description	In Scope
Import historical (actual) fiscal data: Your historical audited financials form the foundation of the Transparency Module implementation.	Up to 20 yrs of historical audited data
Import current and historical budgeted data: Enables the ability to overlay and present budget to actual performance within the budget book.	Up to 20 yrs of historical budgeted data
Capital Request Form setup assistance: A ClearGov CSM will help you develop a capital request form that mimics your current process and preferences.	Unlimited Forms

Department Narratives setup assistance: A ClearGov CSM will help your department heads develop their department narrative pages, including custom charts and graphs.

Unlimited Department Narratives



TIME COMMITMENT

The ClearGov onboarding and activation process is designed to be turnkey and require limited effort on your part. The bulk of the onboarding effort involves uploading, mapping, and configuring your data — a process which is managed entirely by the ClearGov Client Success team. The only To-Do items on your list are to A) send us your data (i.e. run some reports and send us an email), and B) validate our work.

The following outlines a typical implementation process with estimated Client time commitments.



Client Activation (ClearGov Task)

- Assign and introduce you to your dedicated CSM
- Your CSM will activate your subscription. NOTE: (You may access your ClearGov Account immediately upon activation.)
- Your CSM will schedule your kick-off call



Kick-Off Call (Shared Task)

- Your CSM will meet with you (via conference call) to confirm goals, review onboarding steps and deliverables, and establish a timeline
- Your CSM will explain data requirements and provide instructions



Client Data Report (Client Task)

- You run reports from your accounting platform to export necessary data (See *Client Data Requirements* below)
- You send exported reports to ClearGov



Data OnBoarding (ClearGov Task)

- ClearGov Client Success Team completes the onboarding and mapping of your data into the ClearGov platform

NOTE: The onboarding time varies based on the volume and complexity of your data as well as the current backlog of Client activations.



Client Data Review (Shared Task)

- Your CSM will present (via conference call) the mapped data for your review/approval.

NOTE: Generally speaking, there is a primary review call, followed by 1 or 2 additional calls, depending upon the complexity of the data and the number of iterations.



Training and Launch (Shared Task)

- Once you approve your data, ClearGov will activate it within the live platform and schedule the Launch Training call.
- The Launch Training call typically takes about an hour, and you may invite as many people from your team to attend as desired.

Timeline Summary

The overall launch timeline is heavily influenced by your ability to deliver the Client Data Report in a timely fashion. In short, the sooner we receive your data, the sooner we can get you up and running.

As you can see from the implementation process outlined above, the ClearGov implementation process is not a long, drawn-out process. As a general guideline, you can expect to be completely launched within 2 - 4 weeks of whenever you provide us with your Client Data Report, and of course, the bulk of the work during that time period rests on ClearGov's shoulders.

Launch Deadlines

If you have a specific hard launch deadline — such as coordinating with the launch of a new Website — please inform your ClearGov CSM during the kick-off call, and s/he will inform you what will be required to achieve your target launch date.



DATA REQUIREMENTS

The data that ClearGov needs to fully activate your account is straightforward and can be readily exported from any accounting/ERP system.

Required Files

In most instances, ClearGov generally requires only two simple files from you:

Line Item Detail File(s)

- A simple report that provides the full account number, account description, fund, year, and total dollars collected/expended for each account/line item in your chart of accounts.
- Depending upon which accounting system you're using, this report is often referred to as the Trial Balance Report; Account Inquiry Report; or Budget-to-Actual Report.

Account Number Key

- Another simple report that labels or describes the "segments" of each account number (e.g. funds, departments, objects, etc.).
- Depending upon which accounting system you're using, this report is often referred to as the Segment Report or Chart of Accounts.

Optional Files

Ultimately, you decide how the breadth and depth of data that you would like to provide to ClearGov. We recommend the following optional data sets:

Budgeted Revenue and Expense Data

- You can provide historical, current and/or upcoming fiscal year(s) budgeted revenue and expense data.

Debt Detail

- Show your total outstanding debt on your site. This information may be broken down by fund and/or by debt categories of your choosing.

Checkbook Data (ClearGov Insights Only)

- If you wish to use the Open Checkbook feature in ClearGov Insights, your data must include check-level detail for the most recent fiscal year with as much historical data as you prefer.

When you are ready to send your data, ClearGov will provide you with detailed instructions on file types and formats needed.



TRAINING & SUPPORT

ClearGov solutions are designed to be intuitive and simple-to-use, so chances are that you won't need much hand-holding - even from the start. With that said, ClearGov's training sessions are designed to ensure that you and your team can quickly launch, adopt and optimize the value you receive from the ClearGov platform. We will share some key insights and best practices to help you ramp quickly. All ClearGov customers also receive unlimited access to a frequently updated online support center.

Training Sessions

Your dedicated CSM will work with you to schedule convenient training sessions expressly tailored to your needs. We often suggest training a core group of power users first (usually your finance and/or communications team) and then scheduling broader sessions to include department heads, but it's entirely up to you. We'll provide as much training as you think you need.

ClearGov uses modern web conferencing services to conduct live training sessions remotely. This enables the instructor to share his/her screen and record every session. It also enables you to distribute the recording via email after-the-fact to any who were unable to attend; save it for future reference; and/or train new hires.



"The ClearGov client success team has been incredible — patient, understanding, and responsive — every step of the way."

Jodi Cuneo, CGA
Town Accountant
Walpole, MA

Client Success Expectations

You will be assigned a dedicated Client Success Manager (CSM) who will be responsible for coordinating and managing your activation and onboarding process as well as initial training. Your CSM will also be your primary point of contact for any ongoing support requirements or issues.

Service Level

Our CSMs are committed to responding to all support inquiries within **one business day**, and in most cases, you will receive a same-day response. You will also be provided an escalation

path in the event that you are ever dissatisfied with your CSM's performance or you have a time-sensitive issue that needs immediate resolution.

Client Support Portal

You and your team will have access to text and video training materials in the ClearGov Support Center. This online resource center is constantly updated with new content and best practices.



SECURITY OVERVIEW

The ClearGov platform is hosted by Amazon Web Services (AWS), the world leader in cloud computing as a service. Used by the Departments of Justice, Defense, and Homeland Security, AWS is one of only three vendors that have been granted government authorization to store highly sensitive federal data on its cloud-computing servers.

AWS handles systems, network architecture, and security, enabling ClearGov to focus on what it does best — developing world-class solutions for local governments. With ISO 27001 and FISMA-certified data centers, AWS has made platform security its highest priority in order to protect customers' critical information and applications.

Another key advantage of hosting on the AWS cloud is that it allows ClearGov to easily scale and innovate, while maintaining all security protections across the entire infrastructure.

How secure is ClearGov?

Hosting with AWS ensures that ClearGov maintains the highest security standards in the world:

- Web application firewalls control access to the underlying code.
- AWS has built technologies to protect against distributed denial of service (DDoS) attacks to ensure network availability and application uptime.
- AWS's SQL Server RDS uses server-side encryption to protect sensitive data.

In addition to AWS's secure hosting environment, ClearGov has implemented a number of extra software security features:

- **Secure Socket Layer (SSL):** SSL establishes an encrypted link between AWS servers and the web browser to ensure that all data transfers remain private and integral.
- **SQL Injection Protection:** ClearGov has built protection against SQL injection attacks where hackers attempt to insert nefarious server requests into web forms.
- **Access Rights:** ClearGov has implemented strict permission settings based on roles, which limit access to specific data and application functions. This ensures that internal users are restricted from accessing sensitive data based on privileges assigned by your administrator.
- **Password Authentication:** ClearGov does not store passwords explicitly, but rather "hashes" (encrypts) them so they are not compromised.
- **Logging and Monitoring:** ClearGov employs monitoring features that quickly identify vulnerabilities and provide immediate alerts if action is required.

Where are ClearGov data centers located?

AWS replicates the ClearGov application and data across multiple data centers to ensure redundancy and availability. With this in mind, ClearGov is hosted at the AWS data centers in North Virginia, Ohio, Northern California, and Oregon.

You can learn more about AWS data centers and security measures via the following link:

- <https://aws.amazon.com/security/?hp=tile>.



General Questions

Q: Do we need to dedicate resources for ClearGov implementation?

- **A:** Ideally, we would like to have one point person on your end with whom we can coordinate logistics. We generally require no more than a few hours of that person's time for the entire setup/onboarding process. Typically, that same person is responsible for delivering regular data updates (usually quarterly), which requires only a few minutes of their time once per quarter. (See Project Management section for more details.)

Q: Does ClearGov provide training?

- **A:** The ClearGov platform is designed to be simple and intuitive. With that said, ClearGov will provide whatever training you and your team need during the kick-off process. And, the ClearGov team is available for unlimited support and/or training on an ongoing basis. ClearGov also provides video tutorials, online help, and other support materials as well. (See Training and Support section for more details.)

Q: How much effort is required to import our data?

- **A:** In short, not much. All ClearGov Solutions are designed to be turnkey and ClearGov does all of the heavy lifting for you. See Time Commitment section above for more details.

Q: Can ClearGov help us communicate our finances internally?

- **A:** Absolutely. ClearGov is a powerful tool for not only communicating with residents, but also internal stakeholders. ClearGov can act as a central reporting platform that offers clear and easy-to-understand infographics that can be used for presentations and reports both internally and externally.

Q: How will ClearGov store our data? Is it secure?

- **A:** ClearGov utilizes a full suite of solutions from Amazon Web Services (AWS) to host and deliver the data for the ClearGov platform. We specifically selected AWS as our solutions provider because the AWS infrastructure puts strong safeguards in place to help secure and protect customer data. All data is stored in highly secure AWS data centers, and you can learn more about AWS security measures via the following link: <https://aws.amazon.com/security/?hp=tile>. See Security Overview section above for more details.

Q. Are there any accounting systems that are not compatible with ClearGov?

- **A:** The short answer is "No" — we work with everybody. We're not actually doing a direct integration with your accounting system; we just need a simple report, and every accounting system we've ever met can easily produce that report. We've worked with enough of them now that we can probably tell you which report to print, and if it's a new one, we'll help you figure out which report is right.

Q: Does ClearGov provide a real-time integration with any eFinance or ERP systems?

- **A:** The short answer is...No...and this is by design. ClearGov takes a different approach when it comes to integrating your data onto our platform. In short...we do the work for you. You simply send us a report from your accounting system whenever you like, and we'll upload it - and there is never any additional charge for this.
- The reason we take this approach is that system integrations sound like a good idea on paper, but in reality...they are painful, expensive and extremely difficult to maintain. The key problem is that every time the software changes on either end of the integration, the connection breaks and requires significant effort to re-integrate. In fact, that's how our competitors make a lot of their money, because they charge professional service fees every time you ask them to re-establish the integration. Bottom line, the extra costs of supporting and maintaining a real-time integrated solution far outweigh the minimal incremental benefits of real-time data transfer.

Budgets Suite Questions

Q: With ClearGov's benchmarking intelligence module, how do we know we are comparing "apples to apples"?

- **A:** ClearGov consolidates and normalizes the fiscal data for all of the municipalities within your state into a standardized national chart of accounts in order to enable a direct apples-to-apples comparison. ClearGov also enables you to select the filter criteria that are most important to the comparison you're trying to make. For example, if you're comparing snow removal costs, you want towns with similar road miles, whereas if you're comparing public safety costs, you'll likely use population and average household income as your filters.

Q: Can I export from ClearGov Budgets into my ERP system?

- **A:** Yes, once you've created your budget, you can choose any combination of data to export to Excel and then import this directly into your ERP system.

Digital Budget Book Suite Questions

Q: Since the product is template-driven, won't every ClearGov digital budget book look the same?

- **A:** No. While every ClearGov Digital Budget Book starts with the same core template, it's highly and easily customizable, so the final product will always be different. You can add your own images, chart colors, and endless content to make it your own.

Q: Can you guarantee that we will win a GFOA award?

- **A:** As we have designed and built the ClearGov Digital Budget Book, we have double-checked the GFOA guidelines every step of the way. We have also actively reviewed the solution with GFOA reviewers and members of the GFOA staff. With that said, we cannot guarantee that you will win an award, in part, because the narrative content is still up to you. In other words, all of the core components are included, but you still need to fill in the blanks in a way that meets with GFOA approval.



“We were impressed with the ClearGov solution from the start, especially the clean, simple interface. They are experts at presenting complex information in an easy-to-understand and visually-appealing way. And, as our partners, they have been responsive and professional.”

Chris Bradbury
Village Administrator
Rye Brook, NY