

Seward City Council Agenda Packet



Photo by Kris Peck

Tuesday, May 28, 2024

City Council Chambers

Beginning at 7:00 p.m.

1963 1965 2005



The City of Seward, Alaska

CITY COUNCIL MEETING AGENDA

City Council Chambers, 410 Adams Street



Please silence all cell phones and devices during the meeting

Mayor Sue McClure
Vice Mayor John Osenga
Council Member Mike Calhoon
Council Member Randy Wells

Council Member Kevin Finch
Council Member Robert Barnwell
Council Member Julie Crites

City Manager Kat Sorensen
Deputy City Manager Jason Bickling
City Clerk Kris Peck
City Attorney Sam Severin

Tuesday, May 28, 2024 at 7:00 p.m.

- 1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING
5. APPROVAL OF AGENDA AND CONSENT AGENDA
6. SPECIAL ORDERS, PRESENTATIONS, AND REPORTS
7. CONSENT AGENDA

- 1) ***Introduction of Ordinance 2024-009:** Amending Seward City Code 15.10.226 – Land Uses Allowed Table, Prohibiting Cluster Subdivisions in all Zoning Districts.....Pg. 17

C. Resolutions

- 1)* **Resolution 2024-029:** Approving The Work For Yukon Fire Systems On The Utility Generation Facilities and Appropriating Funds.....Pg. 30
- 2)* **Resolution 2024-030:** Accept Grant Funds to Attend the Alaska Animal Control Association 2024 Training Conference with the National Animal Control Association (NACA) in Anchorage, Alaska, in the Amount of \$500.00, and Appropriating Funds.....Pg. 49

8. PUBLIC HEARINGS -None

9. UNFINISHED BUSINESS -None

10. NEW BUSINESS

A. Other New Business

- 1) Discuss cancelling the June 24, 2024 City Council Meeting.....Pg. 61
- 2) Discuss PACAB’s request to form an Alternative Energy Committee.....Pg. 62

11. INFORMATIONAL ITEMS AND REPORTS *(No action required.)*

A. Other Items

- 1) Upcoming City Council Meetings
 - a. Monday, June 10, 2024 Work Session at 5:30 p.m. Topic: Seward Electric Utility Infrastructure Update
 - b. Monday, June 10, 2024 Regular Meeting at 7:00 p.m.
- 2) Report from AK Small Business Development Center Quarterly Update.....Pg. 63

12. CITIZEN COMMENTS *(There is no sign in for this comment period. Time is limited to five (5) minutes per speaker.)*

13. COUNCIL AND ADMINISTRATION COMMENTS AND RESPONSES TO CITIZEN COMMENTS

14. EXECUTIVE SESSION -None

15. ADJOURNMENT

PROCLAMATION

WHEREAS, on Monday, May 27th 2024, in cities and towns throughout our nation, Americans joined together to honor the fallen heroes of our Armed Forces; and

WHEREAS, Memorial Day each year serves as a solemn reminder of the scourge of war and its bitter aftermath of sorrow; and

WHEREAS, this day traditionally has been devoted to paying tribute to loved ones who lie in hallowed graves throughout this country and in unnamed graves throughout the world, having sacrificed their lives that war may end; and

WHEREAS, over 1.1 million Americans have sacrificed their lives in all United States wars; and

WHEREAS, our men and women in uniform have sacrificed their lives to maintain the security of our great Nation and the liberties we hold so dear; and

WHEREAS, each person who died in service to his or her country was a loved one who was cherished by friends and family, and each death was tragic loss to the community, state, and nation; and

WHEREAS, we must pledge to never forget the men and women of the Armed Forces who made the ultimate sacrifice in defending our freedoms and American way of life; and

WHEREAS, in tribute to all those lost, we must steadfastly keep faith, and lift our voices and search for an enduring peace.

NOW, THEREFORE, I, Sue McClure, Mayor of the City of Seward hereby proclaim Monday, May 27th, 2024 as

Memorial Day

in Seward in recognition of all those who have made the ultimate sacrifice in service to our Nation.

Dated this 28th day of May 2024

THE CITY OF SEWARD, ALASKA



Sue McClure, Mayor

City Manager Report

Hello from Anchorage,

I'm in the midst of a training at the University of Alaska for ICS 300 for Expanding Incidents, a course designed for emergency response personnel who would function in a command position during a large, complex incident or event. It's been enlightening so far!

Back in Seward, Jason and I have been working on a few big projects. Jason is still working closely with our attorneys on a few big things including the Chugach Rate Case, which is seeing some forward movement.

I was closely following the last few days of the Alaska State Legislature, which wrapped up late into the night on May 15. Two bills were passed that will have an impact on Seward. First was HB307, which enables the lowest cost power to be delivered across the railbelt by phasing out wheeling rates - which are fees charged by utilities to transmit power across their section of transmission lines.



They also passed the Alaska Railroad Bond bill HB122, meaning that the railroad and Seward Company can move forward with the cruise ship terminal construction, slated to start at the end of next summer and finish in April 2026. Since the railroad needs legislative approval to issue revenue bonds, this is clearing a huge hurdle, and they should be smooth sailing on funding for the project. Now, the City of Seward's big task, with the approval of the project, is to apply for (and hopefully be awarded!) the EPA Clean Ports Grant for shore power at the terminal. I've been working closely with the Alaska Railroad, the Seward Company, and a contracted grant writer, and have set aside most of my Friday to submit the grant application ahead of the May 28 deadline.

And last weekend, I was excited to participate in the Exit Glacier 5K! Thanks to Parks and Rec for putting that on each year. It was great to run with Ofc. Josh Ballard and Mark Adams as they ran for the Law Enforcement Torch Run to raise funds and awareness for the Special Olympics.

Have a safe and happy Memorial Day, and I'll see you on Tuesday!

-- Kat

Department	Order Date	Vendor	Description	Amount
MIS	5/09/2024	SHI INTERNATIONAL CORP	Meraki Licenses and Hardware for Parking	\$5,190.40
LIBRARY	5/09/2024	LONG BUILDING TECHNOLOGIES, INC.	REPLACE HEATING ELEMENT BUNDLE FOR THE ELECTRIC BOILER	\$12,918.00
SMIC SEWER	5/10/2024	JWC ENVIRONMENTAL	Sole Source: Replace Wastewater Processor Muffin Monster at SMIC Wastewater Treatment Plant - Prison process wastewater	\$12,087.00
CAMPGROUNDS	5/16/2024	DXP ENTERPRISES, INC	Purchase of back up Flygt Sump Pump for the Showerhouse DXP / Alaska Pump & Supply, Inc. is it' backup Flygt Sump Pump for the Showerhouse DXP / Alaska Pump & Supply, Inc. is its s only authorized representation/direct distributor in the State of Alaska.	\$7,025.00

Library & Museum – Sue Drover, Director Library/Museum

Library Operations:

- Summer operating hours (May 1-September 29)
 - Tuesday – Friday: 9am-6pm
 - Saturday: 9am-5pm
 - Closed May 28th in honor of Memorial Day
- Library is fully staffed
- Our new agents are processing passports with minimal supervision. We processed 6 passports this month to date
- The Inter-Library Loan (ILL) program is flowing nicely. Our staff has been able to process the requests in a timely manner and are very comfortable with the process
- Over 11 working days (May 1-15, 2024) there were
 - 38 events facilitated
 - 15 Shushbooth reservations
 - 3 exams proctored

Programs:

- Summer Reading Program continues to receive registrations for ages 1 year to 8th grade. The first program is Wednesday, May 29th at the Bear Creek Weir
- I just completed training at the United States Holocaust Memorial Museum in DC for the traveling exhibition **Americans and the Holocaust**. I am working to put together the mandatory 4 programs, and we have booked several school field trips for September. Additionally, I have tentatively scheduled Rebecca Erbelding, PhD, Historian, USHMM to speak at our Opening Reception scheduled Friday, August 30th

Museum Operations:

- Summer operating hours (May 1 to September 29)
 - Tuesday – Friday: 9am – 6pm
 - Saturday: 9am – 5pm
 - Sunday: 1pm – 4:30pm
- Admission price is \$5
- May attendance (halfway): 406 Visitors
 - Alaska: Anchorage, Fairbanks, Kasilof, Kenai, Kodiak, Nikiski, Wasilla
 - United States: Alabama, California, Florida, Georgia, Hawaii, Indiana, Maryland, New Hampshire, New Jersey, New York, Oregon, South Dakota, Texas, Utah, Wisconsin, Wyoming
 - International: Australia, Canada, England, Mexico, Portugal

Ongoing Exhibitions:

- First World Flight Centennial, 1924 – 2024 Window Display: Did you know that Seward was one of the stops in mankind's first-ever flight around the world? In collaboration with Friends of Magnuson Park in Seattle, we will mark the centennial of this historic achievement in aviation (*On Display April 2 – June 1*)
- May is for Historic Preservation Month! In honor of Historic Preservation Month, the Seward Museum is proud to present a small display in the Library Hallway celebrating the rich heritage of our historical buildings & sites.
- Newly installed Jacoby Exhibit and Jesse Lee Home Exhibit!

Upcoming Exhibitions:

- Seward Tsunami Swim Club Window Display: Discover the Seward Tsunami Swim Club and learn how it has been a cornerstone of the Seward community for decades. Whether you were a member, know someone on the current swim team, or you're simply curious about the world of swimming, come check it out! *(on display June 4 – August 31)*

Collections:

- Beginning June 4, the museum team will complete a thorough inventory, covering all artifacts, artworks, and items within its collection. This initiative will take approximately 2 weeks to ensure accurate records, identify discrepancies, and enhance overall collection management

Public Works Department – Doug Schoessler, Director

- The Street Department is busy with spring activities. Pavement potholes are being patched around town and sweeping activities continue. Be patient, we will get to your street too! The snow piles at boulder field and the upland parking areas continue to melt as we blade them with the dozer
- The Maintenance Shop is busy fixing multiple vehicles and equipment breakdowns. Summer tire changeovers are complete
- The Water-Wastewater Departments have finished most water supply turn-ons for city campgrounds, the harbor, and many seasonal businesses and residents. Required testing is being completed regularly at all water and wastewater facilities
- State of Alaska DOT and QAP will be finishing up work on the Mile 0-8 Project. The line painting from Van Buren to Railway will begin June 3rd. There will be road closures and night work to finish as quickly as possible. Expect more information for detours and road closures very soon
- The Water and Sewer Rate Study is almost ready to present, and a presentation/discussion will be scheduled soon at an upcoming council meeting. There are two very important parts to implement from the study. First, we need to replace the current complicated ERU billing for all businesses and any residential apartment buildings that are a 3-plex or larger. They will all have to be "metered". This will simplify the whole system for the customer and our billing process. Second, we need to adjust the rates and revenues to keep on track for maintenance and operations

Community Development – Danny Meuninck, Director

- The Kenai Peninsula Borough's Office of Emergency Management hosted a discussion on the KPB 2024 Hazard Mitigation Plan update at the most recent Planning and Zoning Commission Work Session. Members of the public were invited to participate in the planning process by assisting in the identification of community concerns related to hazards, locations of concern, hazard mitigation opportunities, and hazard mitigation goals. If you were unable to attend, please consider filling out this survey to share your thoughts
 - <https://survey123.arcgis.com/.../b7e115a6290849448564fef7...>

For more information on the current plan update please visit:

- <https://hazard-mitigation-plan-kpb.hub.arcgis.com>
- Additionally at the Planning and Zoning Commission Work Session, the Program Manager for the Seward Bear Creek Flood Service Area discussed a recent study done on Scheffler Creek and possible flood mitigation options available to those affected. Members of the public who live in

the Scheffler Creek floodplain or who are concerned about other flooding issues inside city limits were encouraged to attend

- The Planning and Zoning Commission is still looking to fill their final seat on the Commission. A recorded informational session about the Commission is up on the Community Development website for any interested Seward citizens. Commissioners receive \$100 per month for their participation on the Commission

Fire Department – Chief Clinton Crites

- There are 25 building permits issued and we have responded to 148 calls for service year-to-date
- We have hired a seasonal laborer to assist with maintenance around the station, hose testing, waxing apparatus, and a host of many overdue projects
- May 16 Seward Fire assisted Bear Creek Fire with a structure fire in the Camelot subdivision, no one was injured, but the cabin was a total loss
- May 17-19 three of our members attended the Valdez Fire Symposium to learn about advanced search and victim removal strategies, advanced ladder placements, building ventilations, and many more subjects to bring back to Seward and instruct our other responders in the latest knowledge and skills
- May 20 Seward Fire assisted Bear Creek with a second structure fire in a week. Unfortunately, the home was destroyed but Seward Fire utilized our Pet Oxygen masks to revive the owner's dog that had succumbed to carbon monoxide poisoning. Prior to leaving the scene the family's dog was healing nicely and we wish him a speedy recovery
- May 25th was the annual Phoenix Cruise, and we would like to thank all of our sponsoring donors and gracious attendees for bidding on those items to raise funds for local emergency responder training for the east side of the peninsula departments



Seward Harbor and SMIC – Tony Sieminski, Harbormaster

Seward Harbor:

- Preliminary seasonal duties are mostly completed. Harbor staff was able to perform major water line fix on M float
- We applied for a Maritime Administration (MARAD) Port and Infrastructure Development Program (PIDP) Grant on May 10, 2024. Notice of funding scheduled for 4th quarter of 2024
- Met with Alaska Harbor Consulting for Z float expansion project on May 4 to discuss plans. Currently, we are working with finance to fund that project
- Harbor Office Administration position is still available

- Harbor Office started our summer schedule on May 12 and is now open 7 days per week
- Harbor opening weekend May 17 – May 19 with fun activities in the area including Mermaid Festival, Barbeque, Boat Parade and much more
- The Department is currently conducting the online portion to become certified in both CPR and First Aid
- 50-ton lift schedule is increasing and continuing to train newer employees in its operation
- On May 21, I will be representing the City of Seward in welcoming the United States Ship Ted Stevens Commissioning Committee. The purpose of this visit is to review Alaska's premier ports as possible locations for the Commissioning of the Ted Stevens, the Navy's newest guided-missile destroyer, in 2026
- On May 22, Seward will host the 18th Annual Combat Fishing Tournament. This is the largest military appreciation tournament in the U.S.! It provides 165+ service members the opportunity to experience deep-sea fishing in Alaska

SMIC:

- North Dock interest for the first half of May has been above average with phone calls daily for available space for that facility
- 300-ton lift schedule increasing and continuing to train newer employees in its operation

Seward Parks and Recreation Department – Melanie Hauze, Director

Sports and Recreation:

- Sports and Rec held our annual Pink Cheeks Triathlon on Saturday May 4th with 70 participants running through the snow and biking in the rain. Jason Lamoreaux was the overall winner for the second straight year
- Pickleball League has begun on Wednesday nights. The eight-team league is three weeks into the season and, as of now, Dinkin Donuts holds the top spot
- Saturday May 11th was our bike rodeo with many helmets handed out, a bit of rainy biking, and a lot of support from the police and fire department with an open house, BBQ, and floats
- Our Super Saturday winner for the second year in a row was Grace Williams who picked up over 15 bags of trash. The middle school also did their part, taking over 100 bags for the school to use to clean up
- The Exit Glacier 5/10K Race was held Sat May 18th with over 60 participants

Campgrounds:

- Shower house is now open
- Waterfront restrooms are open
- After Memorial Day Campgrounds almost booked solid

Park Maintenance:

- Fertilizing and seeding park areas, fields, and green spaces
- Garden prep for flowers to plant. Volunteers will adopt a flower bed and maintain throughout the season. SPRD will recognize volunteers with a sponsorship sign in garden
- Picnic table and bumper placement in campgrounds. Continue to refurbish old tables and assemble new tables

Parking:

- Seasonal Parking passes are now available for purchase at the Sports & Rec front desk, at the AVTEC gym, the City Annex, and online at www.recdesk.com
- As of May 15th, parking is now enforced

Police Department – Chief Alan Nickell

- On Saturday, May 11, the Seward Police Department hosted the Annual Bike Rodeo with the Parks and Rec and Fire Departments. Despite the rainy weather, we had a great turnout of all different ages. We would like to thank the Seward Bike Shop for volunteering their bike repair skills to make sure everyone's bikes are in good shape for the summer
- As Seward grows to its summer population, we ask that drivers be extra vigilant for bikes and pedestrians utilizing the streets and bike paths. Please plan on adding a few extra minutes to your normal commutes due to the road construction and street maintenance

Finance Department – Sully Jusino, Director

- Finance Director S. Jusino was awarded a scholarship to attend the GFOA's 118th Annual Conference/Training on June 5-12
- Finance and Utility Assist. is preparing for the first round of utility disconnection due to accounts in delinquency status when weather conditions permit. We offer deferred payment plans and information on assistance organizations; don't hesitate to contact our Utility Department. There are approximately 130 accounts in delinquency status that meet the requirement for disconnection
- Finance continues to work with the auditors performing our annual audit. Currently, we are working with Providence for the asset portion of the financials

IT Department – Dustin Phillips, Director

- **Check links in emails before you click them.** Phishing and other internet scams are going strong. However, a lot of users aren't familiar with ways to quickly tell what an attempted scam is and what isn't. One way you can see if something is a scam is by either hovering your mouse over a link and see if what is revealed matches the expected domain of the sender or by copying the link and pasting it into notepad to verify the legitimacy of the link
- For example, you receive an email claiming to be from your bank and asking you to verify your account information. You would normally expect the email to come from soemone@yourbank.com. However, when you look at the "from" address it comes from scammer@dontfallforit.com. Hovering over the link in the email also shows it will take you to download.malware.ru and not www.yourbank.com

Clerk Report

Tuesday, May 28, 2024

Kris Peck

When browsing City of Seward meeting videos, the clerk recommends the “Live” tab because it arranges all Council, P&Z, PACAB and HPC live streams in order of meeting date. There is also a search option that is only for searching within the City of Seward video collection.



Other tips:

Turning on the CC auto-generated subtitles can be very helpful for trying to locate a particular item or discussion within the video.

The meeting agendas are now being posted in the video description section underneath the playbar.

CALL TO ORDER

The May 13, 2024, regular meeting of the Seward City Council was called to order at 7:00 p.m. by Mayor Sue McClure.

OPENING CEREMONY

Deputy Police Chief Karl Schaefermeyer led the Pledge of Allegiance to the flag.

ROLL CALL

There were present:
Sue McClure, presiding, and
John Osenga
~~Mike Calhoon~~
Kevin Finch
Randy Wells
Robert Barnwell
Julie Crites

comprising a quorum of the Council; and

Kat Sorensen, City Manager
Jason Bickling, Deputy City Manager
Kris Peck, City Clerk
Sam Severin, City Attorney

Excused – Calhoon
Absent – None

CITIZEN COMMENTS ON ANY SUBJECT EXCEPT THOSE ITEMS SCHEDULED FOR PUBLIC HEARING – None

APPROVAL OF AGENDA AND CONSENT AGENDA

Motion (Osenga/Wells)

Approval of Agenda and Consent Agenda

McClure removed Resolution 2024-028 from the consent agenda.

Motion Passed

Unanimous

The clerk read the following approved consent agenda items:

Approval of the April 29, 2024, City Council Minutes

SPECIAL ORDERS, PRESENTATIONS, AND REPORTS

Proclamations and Awards

Proclamation for Building Safety Month was read by Vice Mayor Osenga and accepted by Fire Chief Clinton Crites.

Proclamation for Sobina Clendaniel for becoming Seward's first All-American wrestler was read by Mayor McClure and accepted by Sobina Clendaniel.

In Memoriam of Marianna Keil was read by Mayor McClure and accepted by Duane Keil.

City Manager Report

City Manager Kat Sorensen referred to her written report in the packet. She provided an additional update on monthly contract negotiations with Chugach Electric. The city would no longer be automatically renewing the power supply contract after December 31, 2024. This would provide an opportunity to negotiate the best rate for the ratepayers. On another topic, the DMV had an unforeseen closure and there would be an abbreviated schedule until further notice. Lastly, Sorensen announced the seasonal parking permits were available for sale at the AVTEC Sports & Recreation front desk.

Deputy Police Chief Karl Schaefermeyer said that Saturday's Bike Rodeo event drew a good crowd despite the rainy weather.

City Clerk Report

City Clerk Kris Peck provided a summary of the city logo contest that was held in the 1980s.

City Attorney Report

City Attorney Sam Severin provided an update on current litigation against the city that stemmed from an issue with the city jail.

Presentations

Rural Cap Mutual Self Help Housing Program by Mi'shell French *[telephonic]*

PUBLIC HEARINGS

Ordinances for Enactment

Ordinance 2024-008: Amending Seward City Code 2.30.225 And 16.01, Responsibilities of the Planning and Zoning Commission

Motion (Osenga/Wells)

Enact Ordinance 2024-008

Bickling said there were subdivisions of varying quality in Seward. Subdivision agreements were complicated, and this ordinance would give Planning & Zoning oversight over the utilities. Currently the decisions were being made by whichever city staff person happened to be sitting in the office at the time. This ordinance would give P&Z the powers to ensure responsible development.

Notice of the public hearing being posted and published as required by law was noted and the public hearing was opened. No one appeared and the public hearing was closed.

Barnwell asked what the basis was for P&Z involvement with the utilities. Bickling provided scenarios where P&Z could help in advisory role to the community development director or the public works director.

McClure proposed a housekeeping amendment on Section C 6. Telephone and Communication to change the word “telephone” to “communication” in that section. There was no objection from the council.

Main Motion Passed As Amended

Unanimous

UNFINISHED BUSINESS

Other Unfinished Business

Discussion Continued on Parking Signs at the Mount Marathon Hiking Trailhead

McClure said this discussion item was being continued from the previous meeting.

Sorensen said that administration’s recommendation was to make the emergency access lane into an official fire lane. She said the fire lane status would include immediate towing.

Council discussed penalties and fine amounts and came to the consensus that a \$150 dollar ticket plus towing was fair.

Council directed administration to designate the Mt. Marathon hiking trailhead emergency access as a fire lane which would include towing and a parking fine amount of \$150.

NEW BUSINESS

Resolutions

Resolution 2024-028: Adopting The Seward Marine Industrial Center Development Plan as Updated in November 2022

Motion (Osenga/Wells)

Approve Resolution 2024-028

Bickling said this SMIC development plan was overdue for council approval. He recommended this plan be adopted now to help advance the project. There were still numerous issues and aspects of the plan that needed to be updated. All the feedback and citizen comments would be taken to PACAB (Port and Commerce Advisory Board) for review. This plan was a living document, and it would be getting a modern facelift with maps and photos.

McClure said she removed it from consent because she wanted that explanation from administration.

Bickling noted PACAB was on hiatus until September. Administration could work on it over the summer and present it to PACAB in the fall.

Main Motion Passed

Unanimous

Other New Business

Discuss Fingerprint Machine

Sorensen said the Spring Creek Correctional Center (SCCC) was in dire need of a fingerprinting machine and they made the city an offer to take over the fingerprinting service completely. The city's current fingerprinting service fee was \$35 dollars.

Correctional Superintendent James Milburn said that SCCC having the machine would make their fingerprinting tasks a lot easier. Milburn said their staff was currently using an ink roller that was then processed by a lab. The ink prints were often not clean and had to be re-done. This particular machine provided much better results with fingerprints. To accommodate the public, SCCC would post a schedule of when the fingerprinting service would be available and offer the service at no charge.

Council supported Spring Creek Correctional Facility taking over the city's fingerprint machine. Spring Creek would post hours of availability to the public and offer the service free of charge.

INFORMATIONAL ITEMS AND REPORTS

Boards and Commissions Minutes

April 2, 2024, Planning & Zoning Commission Minutes

April 3, 2024, Port & Commerce Advisory Board Minutes

Other Items

Upcoming City Council Meetings

Tuesday, May 28, 2024 [Monday is Memorial Day Holiday]

CITIZEN COMMENTS - None

COUNCIL AND ADMINISTRATION COMMENTS & RESPONSE TO CITIZEN COMMENTS

Sorensen said on June 10, 2024 there would be a council work session on electric infrastructure. June was going to be a busy training month as she would be attending ICS 300, ICS 400, and governmental financial training. Due to all the training programs, Sorensen would miss both council meetings in June.

Barnwell said he was still working on his Super Saturday litter cleanup project. It was inspiring how many bags of trash had been cleaned up. On another note, he liked that council was tackling all of the various plans such as the SMIC Development Plan.

Crites appreciated the Rural Cap presentation.

Finch gave a shout-out to the Seward Wrestling Team and Nate Smith's dedication as coach. He thanked Spring Creek Correctional Center for their efforts to provide the fingerprinting service. He liked tackling the parking issue at Mt. Marathon trailhead and looked forward to discussing downtown parking issues.

Osenga congratulated Seward's first All-American wrestler.

McClure reminded everyone that this Saturday was the Mermaid Festival and the annual Harbor Opening Weekend. There was going to be a dedication of new plaques at the Mariners' Memorial as well as the Blessing of the Fleet and boat parade. Lastly, she had promised Council Member Calhoon that she would announce the annual Memorial Day service at the American Legion Cemetery.

Sorensen added the Exit Glacier Race and the Torch Run were also taking place this Saturday.

ADJOURNMENT

The meeting was adjourned at 8:05 p.m.

Kris Peck
City Clerk

Sue McClure
Mayor

(City Seal)



Ordinance 2024-009

AN ORDINANCE OF THE SEWARD CITY COUNCIL,
AMENDING SEWARD CITY CODE 15.10.226 – LAND
USES ALLOWED TABLE, PROHIBITING CLUSTER
SUBDIVISIONS IN ALL ZONING DISTRICTS

Documents:

- Agenda Statement
- Ordinance 2024-009
- Attachments: None



City Council Agenda Statement

Meeting Date: May 28, 2024

To: City Council

Through: Kat Sorensen, City Manager

From: Danny Meuninck, Community Development Director

Subject: Ordinance 2024-009, Amending Seward City Code 15.10.226 – Land Uses Allowed Table, Prohibiting Cluster Subdivisions in all Zoning Districts

Background and justification:

On April 2, 2024, Community Development held public work sessions with the Planning and Zoning Commission to discuss Planned Unit Developments and to determine if any specific regulations should be incorporated into city code. As part of the discussion, Cluster Subdivisions were brought up since they are a form of a Planned Unit Development.

The definition of a cluster subdivision is, “A development design technique that permits a reduction in lot area provided there is no increase in the number of lots permitted under a conventional subdivision or increase in overall density of development by concentrating buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive areas”.

Currently our city code allows cluster subdivisions to be built in single-family, two-family, and multi-family residential zoning districts with an approved conditional use permit. The Planning and Zoning Commission supports the current minimum lot size requirements in city code for each of these zoning districts and does not want to allow lot sizes to be any smaller. There are no Cluster Subdivisions in the city currently.

Prohibiting cluster subdivisions would not restrict future developments to be able to set aside land for recreation, common open space and preservation of environmentally sensitive areas, it would simply mean that any such dedications would have to be done according to the current lot size requirements in city code.

On May 7, 2024, the Planning and Zoning Commission approved Resolution 2024-010 recommending the City Council approve this amendment to city code.

The effect of this legislation would be to prohibit cluster subdivisions in all zoning districts within the City of Seward.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):

Comprehensive Plan: Vol 1, 2.2.8 "Continue to review and update the city code."
 Vol 1, 3.2.1.1 "Manage land use to facilitate economic development while maintaining the historic, small town character of Seward."

Strategic Plan: _____

Other: SCC 15.01.035(A) & SCC 15.01.035 (B)(1b.)

Certification of Funds

Total amount of funds listed in this legislation: \$ 0

This legislation (✓):

- Creates revenue in the amount of: \$ _____
- Creates expenditure in amount of: \$ _____
- Creates a savings in the amount of: \$ _____
- Has no fiscal impact

Funds are (✓):

- Budgeted Line item(s): _____
- Not budgeted _____
- Not applicable

Fund Balance Information

Affected Fund (✓):

- | | | | |
|--------------------------------------|----------------------------------|-----------------------------------|-------------------------------------|
| <input type="checkbox"/> General | <input type="checkbox"/> SMIC | <input type="checkbox"/> Electric | <input type="checkbox"/> Wastewater |
| <input type="checkbox"/> Boat Harbor | <input type="checkbox"/> Parking | <input type="checkbox"/> Water | <input type="checkbox"/> Healthcare |
| <input type="checkbox"/> Motor Pool | <input type="checkbox"/> Other | _____ | |

Note: amounts are unaudited

Available Fund Balance \$ _____

Finance Director Signature: *Sully Jusino*

Attorney Review

- Yes Attorney Signature: /s/ Kody George
- Not applicable Comments: _____

Administration Recommendation

- Adopt Ordinance
- Other: _____

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-009**

**AN ORDINANCE OF THE SEWARD CITY COUNCIL, AMENDING
SEWARD CITY CODE 15.10.226 – LAND USES ALLOWED TABLE,
PROHIBITING CLUSTER SUBDIVISIONS IN ALL ZONING DISTRICTS**

WHEREAS, according to Seward City Code 15.01.035, the Planning and Zoning Commission by its own motion may recommend amendments to Title 15 to City Council; and

WHEREAS, it is in the best interest of the community to periodically review and update the City zoning code to reflect community changes and needs; and

WHEREAS, the Planning and Zoning Commission held a work session on April 2, 2024, to review the use and regulation of Planned Unit Developments in city code; and

WHEREAS, during that work session, Cluster Subdivisions were also discussed as they are a type of a Planned Unit Development; and

WHEREAS, the definition of a Cluster Subdivision is, “A development design technique that permits a reduction in lot area provided there is no increase in the number of lots permitted under a conventional subdivision or increase in overall density of development by concentrating buildings in specific areas on a site to allow the remaining land to be used for recreation, common open space and preservation of environmentally sensitive areas”; and

WHEREAS, Cluster subdivisions are currently allowed in single-family, two-family, and multi-family residential zoning districts with an approved conditional use permit; and

WHEREAS, there are no Cluster Subdivisions in the city; and

WHEREAS, the Commission voiced that they supported the current lot size requirements in city code for each zoning district, and would not want lot sizes to be any smaller; and

WHEREAS, future developments will still be able to set aside land for recreation, common open space and preservation of environmentally sensitive areas as long as the lot sizes meet the development requirements specified for the zoning district in which the land is being developed; and

WHEREAS, on May 7, 2024 the Planning and Zoning Commission approved Resolution 2024-010 recommending City Council amend Title 15.10.226, prohibiting cluster subdivisions in all zoning districts on the land uses allowed table.

NOW, THEREFORE, THE CITY OF SEWARD ORDAINS that:

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-009**

Section 1. Seward City Code Title 15.10.226 is hereby amended to read as follows (new language is in ***bolded italics and underlined***, and deleted language is stricken):

TABLE
Zoning District Designations

The following zoning district abbreviations are provided for information and interpretation:

RR =	Rural, very low density single-family residential
R1 =	Single-family, low density residential
R2 =	Single and two-family, medium density residential
R3 =	Single, two and multi-family, high density residential
UR =	Urban residential, a mix of residential uses and low impact home professional offices
OR =	Office residential
AC =	Auto and neighborhood oriented, light commercial
HC =	Harbor commercial
CB =	Central business district - dense downtown commercial
I =	Industrial
RM =	Resource management - partially developable lands subject to floodplains and steep slopes
INS =	Institutional, public, quasi-public uses
P =	Parks

Table 15.10.226. Land Uses Allowed

Key:

- O – Use Permitted Outright
- H – Home Occupation
- C – Use Requires Conditional Use Permit
- P – Use Requires Administrative Permit
- Blank – Use Prohibited

Zoning Districts	Principally Residential					Principally Commercial					Principally Public		
Uses	RR	R1	R2	R3	UR	OR	AC	HC	CB	I	RM	INS	P
Accessory building	O	O	O	O	O	O	O	O	O	O	O	O	O

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-009**

Adult entertainment	INTENTIONALLY LEFT BLANK												
Agency, i.e., travel, insurance, title, real estate, etc.					O	O	O	O	O				
Agriculture											O		
Airport and related services										O	C		
Amusement or recreation facility							O		O	O			
Animal shelter										O	C	C	
Antenna, personal TV, satellite dish	O	O	O	O	O	O	O	O	O	O	O	O	
Art gallery					O	O	O	O	O				
Assemblages, temporary large, i.e., circus, fair							P	P	P	P	P	P	P
Attraction, permanent major visitor							C	C	C			C	C
Auditorium							O		O			O	
Auto repair, i.e., mechanic, glass body, upholstery							C			O			
Auto service/gas station							O	O		O			
Auto/RV sales and rentals							O	O		O			
Boat sales							O	O		O			
Boat, commercial building/fabrication								O		O			
Boat, harbor/marina								C		C	C	C	C
Boat, repair and maintenance							O	O		O	C		
Boat, storage commercial							O	O		O	C		
Bulk material, i.e., concrete, gravel, sand, asphalt										C	C		
Business, marine retail sales and service							O	O	O	O	C		

**CITY OF SEWARD, ALASKA
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Business, package liquor							O	O	O				
Business, retail sales and service						O	O	O	O				
Business, retail sales and service, industrial										O			
Campground, municipal								C/P		C/P		C/P	C/P
Campground, camper park, private										C/P	C/P	C/P	
Campground, employee										C/P			
Car/boat wash							O	O		O			
Cemetery											O	C	O
Center, community/civic							O		O			C	C
Center, mariner's							O	O	O	O			
Center, senior or teen				C	C	C	O		O			C	C
Child care, licensed center				C	C	O	O		O			C	
Child care, licensed home	O	O	O	O	O	O	O		O			O	
Church	C	C	C	C	C	C	O	O	O			O	
Clinic, medical							O	O	O	O		O	
Clubs, fraternal/lodges/social/veterans						C	O		O	C			
Cluster subdivision		€	€	€									
<u>Cluster subdivision</u>	<u>INTENTIONALLY LEFT BLANK</u>												
Commercial Communications tower less than 16 feet diameter or 75 feet in height							C	C	C	C	C	C	
Commercial Communications tower 16 feet diameter or greater than 75 feet in height										C	C	C	
Correctional/prison facility										C	C	C	C

**CITY OF SEWARD, ALASKA
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Crematory										O			
Docks/wharves, industrial cargo								O		O	C	C	
Dock, passenger								O	O	O	C	O	
Drinking establishment, i.e., bar, nightclub, lounge							C	C	C				
Drive-in facility— Fast food, banking, etc.							C	C	C	C			
Dwelling, apartment in a commercial building (limited to one unit)							O	O	O	O	O	C	
Dwelling, apartment in a commercial building (two or more units)							O	O	C	C			
Dwelling, apartment, efficiency or accessory	O	O	O	O	O	O	O						
Dwelling, apartment, studio							C	C	C	C	C	C	
Dwelling, attached single-family, i.e., townhouse, row				C	C	C	C	C	C		C		
Dwelling, condominium				C	C	C	C	C	C		C		
Dwelling, detached single-family	O	O	O	O	O	O	O		C		C		
Dwelling, group home	O	O	O	O	O	O					C		
Dwelling, guest house	O	O									C		
Dwelling, multi- family (3 or more units)				C	C	C	C	C	C		C		
Dwelling, two- family or duplex			O	O	O	O	O		C		C		
Dwelling, watchman or caretaker										O	C		
Emergency services, pub/vol; i.e., fire, ambulance, rescue	C	C	C	C	C	C	O	C	O	O	C	O	
Financial institution, i.e., bank, S&L							C	O		O			

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Flea market, open air retail other than occasional							C	C			C		
Fuels, bulk storage and sales										C			
Golf course											O	O	C
Golf driving range							O			O	O	O	C
Greenhouse/nursery—Commercial							O			O	O		
Grocery, convenience store				C	C	C	O	O	O	O			
Grocery, supermarket, foodmart							O		O				
Health club					C	C	O	O	O				
Home occupation	O	O	O	O	O	O	O	O	O		O		
Hospital									C			C	
Housing, bunkhouse							C			C		C	
Housing, dormitory							O					O	
Housing, nursing, retirement, convalescent				C			C					C	
Kennel, commercial, musher or fancier	INTENTIONALLY LEFT BLANK												
Laundry, dry cleaning							O	C	O	O			
Library							O	O		O			O
Livestock, excluding chickens and rabbits	P											P	
Livestock, chickens and rabbits	P	P	P	P	P	P	P			P		P	
Lodging, B&B	H/P	H/P	H/P	H/P	H/P	O/P	O/P	O/P	O/P				
Lodging, hostel				P	P	P	P	P	P				
Lodging, hotel, motel, lodge, inn				C			O	C	C				
Lodging, short-term rental	H/P	H/P	H/P	H/P	H/P	P	P	P	P				
Lumber yard/building supply							C			O	C		

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Manufacturing— noxious, heavy										C			
Manufacturing, light fabrication, assembly							C		C	O			
Merchant, transient							O	O	O	O			
Mobile home park							C/P						
Mobile home, residential, not in park	INTENTIONALLY LEFT BLANK												
Mobile home sales							O			O			
Mobile medical unit									O	O		O	
Mobile vendor	P	P	P	P	P	P	P	P	P	P			P
Mortuary/funeral home						O	O		O				
Museum					C	O	O	O	O			O	
Office, boat charter, guide						O	O	O	O	O	C		
Office, business or professional						O	O	O	O	O			
Office, government/quasi- government administration						O	O	O	O	O	O	O	
Office, mobile/temporary on construction site	P	P	P	P	P	P	P	P	P	P	P	P	P
Office, home, professional					O	O	O	O	O				
Parking lot				C	C	O	O	O	O	O	O	O	O
Personal services, i.e., beauty, shoe, tailor						O	O	O	O				
Planned unit development		C	C	C			C		C		C		
Playground, public tot lot	O	O	O	O	O	O	O		O		O	O	O
Railroad								C		C	C	C	
Recreation, commercial indoor, i.e., bowling, skating							O		O	O	C		

**CITY OF SEWARD, ALASKA
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Recreation, outdoor, i.e., miniature golf								O		C		C		C
Recreation, shooting range											C	C	C	
Recycling center								C		C	O	C		
Recycling, self-service drop-off point							O	O	O	O	O	O	O	O
Rental, Long-term	O	O	O	O	O	O	O	O	O	O	O	C	C	
Repair service, i.e., large appliance								C		C	O			
Resource extraction, commercial subsurface, i.e., mining												C	C	C
Resource extraction, commercial surface, i.e., gravel												C	C	C
Resource extraction, commercial timber harvesting												C	C	
Restaurant, food service, catering, brew pub							O	O	O	O	O	C		
Rooming or boarding house				O/P	O/P	O/P	O/P							
Roving Vendor	P	P	P	P	P	P	P	P	P	P	P			P
Salvage—auto, wrecking, scrap, junkyard												C		
Sawmill or lumbermill												C	C	
School, college								C		C				C
School, public/private elementary/secondary	C	C	C	C	C	C	C	C		C				C
School, vocational							C	O	O	C	O			C
Seafood processing, i.e., canning, rendering								C	C			C	C	
Shop, i.e., welding, sheetmetal, machine, steel fab.								C	C			O		

**CITY OF SEWARD, ALASKA
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Shop, i.e., wood, signs, cabinet, upholstery					C	C	O	C		O			
Shopping center (mall)							C		C				
Solid waste disposal, i.e., baler, transfer, landfill										C	C	C	
Storage, container						P	P	P	P	O		P	
Storage, explosives										P			
Storage, outdoor, yard, material/equipment							C			O	O	C	
Storage, self service							O	O		O	O		
Storage, warehouse and distribution							O	O		O	C	C	
Studio, radio/television					C	O	O		O	O	C		
Tanks, aboveground associated with service station							C	C		O			
Taxidermy					O	O	O	O	O				
Terminal, i.e., bus, truck, freight							O		C	O	C		
Terminal, marine/boat passenger								O	C	O	O	C	
Theater, concert, movie							O		O				
Tool/equipment rental							O			O			
Temporary structure	P	P	P	P	P	P	P	P	P	P			
Utility facility, public electric, water, sewer, etc.	C	C	C	C	C	C	O	O	O	O	O	O	
Vehicle impound lot										O		O	
Vending machine repair, storage							O			O	C		
Veterinary hospital							C			C	C		

**CITY OF SEWARD, ALASKA
ORDINANCE 2024-009**

Section 2. This ordinance shall take effect ten (10) days upon enactment.

ENACTED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA the
10th day of June, 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

VACANT:

ATTEST:

Kris Peck
City Clerk

(City Seal)



Resolution 2024-029

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, APPROVING THE WORK FOR YUKON FIRE SYSTEMS ON THE UTILITY GENERATION FACILITIES AND APPROPRIATING FUNDS

Documents:

- Agenda Statement
- Resolution 2024-029
- Attachments:
 - Yukon Quote Dial House
 - Yukon Quote Three Six Generation



City Council Agenda Statement

Meeting Date: May 28, 2024

To: City Council

Through: Kat Sorensen, City Manager

From: Brian Hickey, Utility Director

Subject: Resolution 2024-029: Approving The Work For Yukon Fire Systems On The Utility Generation Facilities and Appropriating Funds

Background and justification:

The fire suppression systems in the Fort Raymond Dial House and the Three-Six generator rooms are beyond the end of their useful life and currently do not meet the National Fire Protection Association or international Fire Code Requirements. Because of this they have been classified as “Status 1: System out of service or major deficiency” and must be replaced immediately.

There is sufficient funding in the Major Repair and Replacement Fund (MRRF) to cover the replacement of these systems.

Yukon Fire protection services is currently under contract (Yukon Fire Contract #C21-025) to provide fire suppression inspection, maintenance, repair and replacement services.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):
 Comprehensive Plan: 3.7.1.4
 Strategic Plan: _____
 Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 159,800

This legislation (✓):

<input type="checkbox"/>	Creates revenue in the amount of:	\$ _____
<input checked="" type="checkbox"/>	Creates expenditure in amount of:	\$ <u>159,800</u>
<input type="checkbox"/>	Creates a savings in the amount of:	\$ _____
<input type="checkbox"/>	Has no fiscal impact	

Funds are (✓):

<input type="checkbox"/>	Budgeted	Line item(s): _____
<input checked="" type="checkbox"/>	Not budgeted	_____
<input type="checkbox"/>	Not applicable	_____

Fund Balance Information

Affected Fund (✓):

<input type="checkbox"/> General	<input type="checkbox"/> SMIC	<input checked="" type="checkbox"/> Electric	<input type="checkbox"/> Wastewater
<input type="checkbox"/> Boat Harbor	<input type="checkbox"/> Parking	<input type="checkbox"/> Water	<input type="checkbox"/> Healthcare
<input type="checkbox"/> Motor Pool	<input checked="" type="checkbox"/> Other	<u>MRRF</u>	

Note: amounts are unaudited

Available Fund Balance \$ 1,607,301.76

Finance Director Signature: Sully Jusino

Attorney Review

<input checked="" type="checkbox"/> Yes	Attorney Signature: <u>Sam Savard</u>
<input type="checkbox"/> Not applicable	Comments: _____

Administration Recommendation

<input checked="" type="checkbox"/> Adopt Resolution	
<input type="checkbox"/> Other:	_____

Sponsored by: B. Hickey

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-029**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD,
ALASKA, AUTHORIZING THE CITY MANAGER TO APPROVE THE
WORK FOR YUKON FIRE SYSTEMS ON THE UTILITY GENERATION
FACILITIES AND APPROPRIATING FUNDS**

WHEREAS, the fire suppression systems in the Fort Raymond Dial House and Three-Six generator room have reached the end of their useful life; and

WHEREAS, these fire suppression systems do not meet the City, National Fire Protection Association, or International Fire Code fire protection requirements, and

WHEREAS, these systems are classified as “Status 1: System out of service or major deficiency” and must be replaced immediately; and

WHEREAS, there is sufficient funding in the Major Repair and Replacement Fund (MRRF) to cover the replacement of these systems;

WHEREAS, Yukon Fire Protection Services is currently under contract (Yukon Fire Contract # C21-025) to provide fire suppression inspection, maintenance, repair and replacement services to the City of Seward;

WHEREAS, Yukon Fire Protection has provided a confirmed quote in the amount of:

- \$49,260 for the Dial House fire suppression system replacement; and,
- \$110,540 for the Plant Three and Six fire suppression system replacement.

WHEREAS, these quotes exclude ancillary equipment and services, including building envelope leak mitigation, low voltage and AC wiring, and UPS systems. Therefore, an additional 20% contingency has been added to these proposed prices, resulting in a total funding requirement of \$159,800.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Council hereby authorizes the City Manager to engage Yukon Fire Protection and necessary subcontractors to replace these facilities subject to the terms and conditions of their proposals dated April 11, 2024

Section 2. Funding in the amount not to exceed \$159,800 is hereby appropriated from the Major Repair Replacement Fund (MRRF) on the building expense code 15001-0000-8102.

Section 3. This resolution shall take effect immediately upon adoption.

**CITY OF SEWARD, ALASKA
RESOLUTION 2023-029**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska this 28th day of May, 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Kris Peck
City Clerk

(City Seal)



YUKON FIRE PROTECTION

Project Name

CITY OF SEWARD POWER PLANT Dial house system replacement

Date

4-11-2024

Quote Expires

45 Days From Issue

Elite Partner
2022 National Platinum
Distributor Award Winner



Honeywell



- Alarm Monitoring
- Commercial Fire Alarm Systems
- Industrial Fire & Gas Detection Systems
- Voice Evacuation and Mass Notification
- Turnkey Fire Sprinkler Systems
- Clean Agent & Inert Gas Fire Suppression
- Pre-Engineered Kitchen Fire Suppression
- Pre-Engineered Paint Booth Fire Suppression
- Pre-Engineered Vehicle Fire Suppression
- Mاريوff Water Mist Fire Suppression

Yukon Fire Protection is located on a 5-acre secured facility off International Airport Drive close to the Ted Stevens International Airport with a large, secured laydown storage yard that is fenced and gated. Yukon offers commercial fire alarm systems, industrial grade fire systems for classified area locations/potentially explosive environments, clean agent special hazard system solutions, water mist solutions, restaurant kitchen suppression solutions, large vehicle/heavy equipment suppression solutions, and is a turn-key provider of sprinkler systems.

Prepared By

Joe DiCarlo | BDA

Yukon Fire Protection Services, Inc
5451 Laona Drive Anchorage, Alaska 99518
Cell 907-223-4010 / Fax 907-562-2754

jdicarlo@yukonfire.com

SCOPE OF THE WORK Dial house:

Yukon Fire Protection will provide engineering services, programming, equipment, installation, and commissioning of the FK-5-1-12 clean Agent suppression system for the City of Seward at Three six generator building. The system will be released by a Kidde Agis releasing panel with smoke detection and pull stations. Building dimensions are 26ft x 36ft x10ft.

Engineering/Design:

- All Engineering labor required to Design the FK 5-1-12 fire suppression System for the above-mentioned facility.
- Site survey
- Submittal drawings and component data.
- Sets of O & M Manuals.
- Sets of as-built drawings upon completion of the installation and system certification.
- Fire Alarm Permit and the Submission to the Fire Marshall for review.

YUKON FIRE PROTECTION

Specialty equipment:

- All control equipment.
- All field input devices indicated on the bid documents.
- All field output devices indicated on the bid documents.
- Novec fire system components.
- Freight charges for the equipment to be shipped from the factory to Seward, Alaska.

Installation:

- Installation of NOVEC cylinders, piping, devices, panel, and panel termination. Installation of all Conduit, wiring, back boxes and **120 power will need to be done by others and is not included in the quote.**

Check Out and Certification:

- Functional testing of all system components including programming of the system control panel.
- Checkout of the installation per NEC, and NFPA.

Training :

- 1- 4-hour block for employee training

Warranty :

- 1 year period from completion.

Exclusions:

- 120 dedicated power.
- Installation of the low voltage wiring for the releasing and detection systems
- Room sealing
- Troubles shooting ground faults
- Uninterruptable power supplies

YUKON FIRE PROTECTION

Included	Excluded	YUKON FIRE INCLUSIONS AND EXCLUSIONS CHECK LIST
Yes	No	ENGINEERING SERVICES FOR DETECTION/RELEASING AND CLEAN AGENT SYSTEM
X		Detection Shop Drawings
X		Releasing Shop Drawings
X		Clean Agent suppression Shop Drawings
X		Operation and Maintenance Manuals
X		Product Submittals Documentation
X		As-Built drawings
X		System(s) are design build
X		System(s) labeling and signage
X		Shipping to Anchorage – Optic Flame and Thermal Heat Detection Material
X		Delivery to Jobsite – Clean Agent Equipment
Yes	No	INSTALLATION OF DETECTION AND RELEASING
	X	Installation of any kind
	X	Installation of field devices
	X	Installation of cabling
	X	Providing backboxes
	X	Installation of backboxes, conduit, or fittings
	X	Terminations
	X	Correction of wiring faults caused by others
	X	Testing, repair/trouble shooting of existing and/or new cable or circuits
	X	Testing and/or locating ground faults of installed systems
	X	Uninterrupted Power Supplies or Megger Testing
Yes	No	INSTALLATION OF CLEAN AGENT SYSTEM
X		Installation of Clean Agent cylinders
X		Installation of piping and nozzles
	X	Forklifts, manlifts, or scaffolding
	X	Room Sealing
X		Room (2) Integrity testing per site
Yes	No	ONSITE TECHICIAL, TESTING, and FIELD SERVICES
X		Factory Site Services – Startup, Programming
X		Commissioning
X		Documentation for Final Acceptance Test
X		Training
X		Work performed during Normal Working Hours of 7AM and 4:30PM
X		Overtime and Prevailing Wage labor rates

Dial house quote - \$49,260.00 USD

Terms & Conditions/Yukon Fire Protection Services Inc.

COMPANY agrees to sell the goods covered herein (the "Goods") to Customer pursuant to the following terms of sale which supersede any alternative terms in any other document unless COMPANY has expressly agreed in writing to override these terms. ANY ATTEMPTED ACKNOWLEDGEMENT OF AN ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING. ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY COMPANY AND SHALL BE OF NO FORCE OR EFFECT. Notwithstanding anything contained in the attached customer order to the contrary the terms and conditions of sale ("Agreement") shall govern the rights and obligations of the parties and in the event of a conflict between the provisions of this agreement and the order, the provisions of this Agreement shall prevail. This Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Company.

1. ACCEPTANCE - Acceptance of an Order is based on the express condition that Customer agrees to these Terms. Acceptance of any portion of the shipment or material by Customer will constitute Customer's assent to these Agreement Terms in its entirety.

2. PRICES AND PAYMENT - All prices on Companies price list are subject to change by Company without notice. Company reserves the right to increase its prices and Customer shall pay any such increases, to compensate for variations in labor, materials, currency exchange, import surcharge, excise duty, air and ocean freight charges or other costs between the date of the purchase order, quotation or tender and the date of shipment. Company shall ship Products FOB Companies Plant and shall invoice upon shipment in U.S. dollars. Full payment for the Products and spare parts (including any freight, taxes, insurance, special packing, or other applicable costs initially paid by Company for the account of Customer) shall be made by Customer to Company ten (10) days from the date of the invoice. Payment shall be in U.S. dollars. As such time as Company may grant a line of credit to Customer, payment terms shall be net ten (10) days after date of invoice. Any invoiced amount not paid when due shall be subject to a service charge of one and ten percent (10%) per month. Customer shall pay all of Companies costs and expenses (including reasonable attorneys' fees) to enforce and preserve Companies rights under this Section. If, at any time or for any reason, Company shall have cause to question Customer's ability to perform, Company may demand such assurances of Customer's performance as Company shall deem necessary in its discretion, including payment in advance for all shipments. If Customer fails within 10 days of Companies demand to provide Company with such assurance, Company shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Customer's default. In the event of bankruptcy or insolvency of Customer, or in the event of any proceeding brought against the Customer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Company shall be entitled to cancel any order then outstanding at any time.

3. TAXES - The price for the goods purchased does not include sales, use, excise or similar taxes, whether federal, state or local. Unless otherwise specifically provided, the amount of any such taxes applicable to the goods shall be paid by Customer in the same manner and with the same effect as if originally included in the purchase price. When Company has the legal obligation to collect such taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer unless and until Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. LIMITED WARRANTY - Subject to the limitations below, Company warrants any equipment installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first use or Equipment is shipped for any part of the Covered System(s), provided however, that Companies sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses, links and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, however, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of thirty (30) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs or adjustments or interconnections performed by Customer or any third party shall void all warranties.

5. FORCE MAJEURE - Neither party will be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, strikes, industrial disputes, fire, flood, act of GOD, extreme weather or act of government. Company shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Customer of any Goods shall constitute a waiver by Customer of any claim for damages on account of any delay in delivery of such Goods.

6. DELIVERY - Shipping, service, and installation dates are estimates only, and the Company in no way guarantees that ordered goods and/or services will be delivered in accordance with estimated schedules. Without limiting the generality of the foregoing, Company's acceptance is conditioned on being allowed additional time for delivery of the Product due to delays beyond its reasonable control without any liability thereof as a result of any delay. If delivery is thus delayed for more than 60 days, either Customer or Company may by written notice, cancel an order without liability thereof with respect to any goods and/or services remaining undelivered, provided that the remaining provisions of this contract shall remain unaffected. Acceptance of shipment by designated shipper, goods made available for shipment from Company's vendor, allocation of Goods to Customer at premises other than Companies, delivery to Customer's representative or designee, or mailing of an invoice to Customer, shall constitute tender of Delivery. Title and risk of loss to Products shall pass to Customer when available for shipment from Companies vendor. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. In the absence of directions, Goods may be shipped by the method and via carrier Company believes dependable. If delivery is delayed or interrupted by Customer for any cause, Company may store the Goods at Customer's expense and risk, and Company may charge Customer for additional costs incurred. If Company's delayed with production due to delays in receiving Customer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Customer's approval or acceptance of Goods, Company shall be entitled to an adjustment in price commensurate with any increase in Companies cost of production and any other losses and expenses incurred by Company attributable to such delays. Company shall have the right to charge Customer for the completed portion of the order and to warehouse all completed Goods for Customer's account and risk of loss. Customer shall comply with all applicable laws on signage and notification to creditors for Product owned by Company under this Section and shall indemnify Company against any and all loss, damage, cost or expense for failure to satisfy such requirements. Company also reserves the right at its options, as to any uncompleted portion of the order to cancel said uncompleted portion, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

7. CANCELLATIONS - Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason, Customer understands and agrees that Company will incur costs of administration and preparation that were done in good faith. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment and services. No electronic equipment that has been removed from its original packaging will be returnable. No mechanical equipment will be returnable. The return of ANY material will be at the Companies sole discretion and will include a restocking fee of twenty-five (25%) of sale price. Company may terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable.

8. REJECTION OF PRODUCTS - Customer shall inspect all Products promptly upon receipt thereof and may reject any standard merchandise product that fails in any material way to meet the specifications set forth in Companies current vendor brochure and specifications for that Product. Any Product not properly rejected within two (2) days of shipment ("Rejection Period") shall be deemed accepted. If any unit of a Product is shipped by Customer to a job site prior to the expiration of the Rejection Period, then that unit shall be deemed accepted upon shipment by Customer. To reject Product, Customer must, within the Rejection Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

9. RETURN OF PRODUCTS AFTER REJECTION PERIOD - Unless Product is returned in accordance with the provisions herein, after the Rejection Period, Customer may not return Product to Company for any reason without Companies prior written consent. For any Product for which Company gives such consent, Company shall charge Customer a restocking fee equal to twenty-five percent (25%) of Customers Purchase Price for that Product and shall credit the balance of the Purchase Price to Customers account. Customer shall be responsible for all shipping charges. To return Product, Customer must, within the Warranty Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

10. LIMITATION OF LIABILITY - It is understood and agreed by the Customer that amounts payable by Company hereunder are based upon the value of the services and the scope of liability (sale price) set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. If water is unavailable for completion of hydrostatic testing at the industry typical time that such testing would normally occur, and Customer decides to proceed with finish work (sheetrock, paint, finish trim, etc.), while waiting for water to be made available, Customer accepts all responsibility for any damage that may arise when hydrostatic testing is commenced. Customer releases and waives all right of recovery against Company arising by way of subrogation, for injuries or damage in the event of any loss or injury. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

11. INDEMNIFICATION - Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (as the "Indemnified Party"), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the fault, negligent, or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the results of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees, shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the termination of this Agreement.

12. AUDIT - Notwithstanding any provision to the contrary, Company agrees, upon reasonable request, to substantiate that Companies billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Company is not required to provide any audit privileges to Customer for fixed price or lump sum agreements.

13. CODE COMPLIANCE - Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

14. SEVERABILITY - All provisions herein are severable and unenforceability of any one provision shall not affect the validity of any other provision hereof.

15. GOVERNMENT PROCUREMENTS - Company offers standard commercial and industrial equipment. This standard commercial and industrial equipment may not comply with any U.S. Government specifications. Company shall have no responsibility for ensuring such compliance. Company supplies standard commercial and industrial pricing information. Company does not comply with the Cost Accounting Standards (CAS) or the Federal Acquisition Regulations (FAR).

16. INTELLECTUAL PROPERTY RIGHTS - "Intellectual Property Rights" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any form now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). All IPR in products, designs, documentation, data, processes, methods, and other Intellectual Property that is owned, claimed, designed, developed, generated, or produced by Company in connection with this Agreement will be and remain the sole and exclusive property of Company and will not be deemed to be "works made for hire" or "commissioned works." Without limiting the foregoing, Company reserves the right to use such items for others, and to license the use of such items to others.

17. SOFTWARE LICENSE - "Software" shall mean any proprietary software Company provides for the ordinary operation of the Company products, any optional software to enhance the operation of the Company products and any upgrades or revisions of the same provided by Company in fulfillment of this order or at Customers request in relation to Company products. Customer is granted a limited license for any Software and related user documentation delivered by, Company whether as part of any product or provided separately. This limited license allows Customer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Company products intended for use with such software as supplied by, Company and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Customer may not distribute copies of Software or documentation to others. Customer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

18. MODIFICATIONS AND SUBSTITUTIONS - Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

19. CHANGES, ALTERATIONS, ADDITIONS - Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

20. COMPLIANCE WITH LAWS - Customer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the materials, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

21. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the State of Alaska.

22. BACKCHARGES - No charges shall be levied against the Company unless five (5) days prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

23. ONE YEAR LIMITATION ON ACTIONS - It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory.

24. LEGAL FEES - Company shall be entitled to recover from the customer all legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

COMPLETE AND SIGN FOR APPROVAL

Terms & Conditions/Yukon Fire Protection Services Inc. Resolution 2024-029

COMPANY agrees to sell the goods covered herein (the "Goods") to Customer pursuant to the following terms of sale which supersede any alternative terms in any other document unless COMPANY has expressly agreed in writing to override these terms. ANY ATTEMPTED ACKNOWLEDGEMENT OF AN ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING. ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY COMPANY AND SHALL BE OF NO FORCE OR EFFECT. Notwithstanding anything contained in the attached customer order to the contrary the terms and conditions of sale ("Agreement") shall govern the rights and obligations of the parties and in the event of a conflict between the provisions of this agreement and the order, the provisions of this Agreement shall prevail. This Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Company.

5. ACCEPTANCE - Acceptance of an Order is based on the express condition that Customer agrees to these Terms. Acceptance of any portion of the shipment or material by Customer will constitute Customer's assent to these Agreement Terms in its entirety.

7. PRICES AND PAYMENT - All prices on Companies price list are subject to change by Company without notice. Company reserves the right to increase its prices and Customer shall pay any such increases, to compensate for variations in labor, materials, currency exchange, import surcharge, excise duty, air and ocean freight charges or other costs between the date of the purchase order, quotation or tender and the date of shipment. Company shall ship Products FOB Companies Plant and shall invoice upon shipment in U.S. dollars. Full payment for the Products and spare parts (including any freight, taxes, insurance, special packing, or other applicable costs initially paid by Company for the account of Customer) shall be made by Customer to Company ten (10) days from the date of the invoice. Payment shall be in U.S. dollars. At such time as Company may grant a line of credit to Customer, payment terms shall be net ten (10) days after date of invoice. Any invoiced amount not paid when due shall be subject to a service charge of one and ten percent (10%) per month. Customer shall pay all of Companies costs and expenses (including reasonable attorneys' fees) to enforce and preserve Companies rights under this Section. If, at any time or for any reason, Company shall have cause to question Customer's ability to perform, Company may demand such assurances of Customer's performance as Company shall deem necessary in its discretion, including payment in advance for all shipments. If Customer fails within 10 days of Companies demand to provide Company with such assurance, Company shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Customer's default. In the event of bankruptcy or insolvency of Customer, or in the event of any proceeding brought against the Customer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Company shall be entitled to cancel any order then outstanding at any time.

8. TAXES - The price for the goods purchased does not include sales, use, excise or similar taxes, whether federal, state or local. Unless otherwise specifically provided, the amount of any such taxes applicable to the goods shall be paid by Customer in the same manner and with the same effect as if originally included in the purchase price. When Company has the legal obligation to collect such taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer unless and until Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

9. LIMITED WARRANTY - Subject to the limitations below, Company warrants any equipment installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first use or Equipment is shipped for any part of the Covered System(s), provided however, that Companies soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses, links and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, however, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of thirty (30) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

10. FORCE MAJEURE - Neither party will be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, strikes, industrial disputes, fire, flood, act of GOD, extreme weather or act of government. Company shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Customer of any Goods shall constitute a waiver by Customer of any claim for damages on account of any delay in delivery of such Goods.

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25. CANCELLATIONS - Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason, Customer understands and agrees that Company will incur costs of administration and preparation that were done in good faith. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment and services. No electronic equipment that has been removed from its original packaging will be returnable. No mechanical equipment will be returnable. The return of ANY material will be at the Companies sole discretion and will include a restocking fee of twenty-five (25%) of sale price. Company may terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable.

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COMPLETE AND SIGN FOR APPROVAL

SIGNATURE OF CUSTOMER REPRESENTATIVE

DATE

27. RETURN OF PRODUCTS AFTER REJECTION PERIOD - Unless Product is returned in accordance with the provisions herein, after the Rejection Period, Customer may not return Product to Company for any reason without Companies prior written consent. For any Product for which Company gives such consent, Company shall charge Customer a restocking fee equal to twenty-five percent (25%) of Customers Purchase Price for that Product and shall credit the balance of the Purchase Price to Customers account. Customer shall be responsible for all shipping charges. To return Product, Customer must, within the Warranty Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

28. LIMITATION OF LIABILITY - It is understood and agreed by the Customer that amounts payable by Company hereunder are based upon the value of the services and the scope of liability (sale price) set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. If water is unavailable for completion of hydrostatic testing at the industry typical time that such testing would normally occur, and Customer decides to proceed with finish work (sheetrock, paint, finish trim, etc.), while waiting for water to be made available, Customer accepts all responsibility for any damage that may arise when hydrostatic testing is commenced. Customer releases and waives all right of recovery against Company arising by way of subrogation, for injuries or damage in the event of any loss or injury. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

29. INDEMNIFICATION - Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (as the "Indemnified Party"), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the fault, negligent, or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the results of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees, shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the termination of this Agreement.

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34. INTELLECTUAL PROPERTY RIGHTS - "Intellectual Property Rights" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any form now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). All IPR in products, designs, documentation, data, processes, methods, and other Intellectual Property that is owned, claimed, designed, developed, generated, or produced by Company in connection with this Agreement will be and remain the sole and exclusive property of Company and will not be deemed to be "works made for hire" or "commissioned works." Without limiting the foregoing, Company reserves the right to use such items for others, and to license the use of such items to others.

35. SOFTWARE LICENSE - "Software" shall mean any proprietary software Company provides for the ordinary operation of the Company products, any optional software to enhance the operation of the Company products and any upgrades or revisions of the same provided by Company in fulfillment of this order or at Customers request in relation to Company products. Customer is granted a limited license for any Software and related user documentation delivered by, Company whether as part of any product or provided separately. This limited license allows Customer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Company products intended for use with such software as supplied by, Company and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Customer may not distribute copies of Software or documentation to others. Customer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

36. MODIFICATIONS AND SUBSTITUTIONS - Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

37. CHANGES, ALTERATIONS, ADDITIONS - Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

38. COMPLIANCE WITH LAWS - Customer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the materials, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

39. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the State of Alaska.

40. BACKCHARGES - No charges shall be levied against the Company unless five (5) days prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

41. ONE YEAR LIMITATION ON ACTIONS - It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory.

42. LEGAL FEES - Company shall be entitled to recover from the customer all legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

CUSTOMER REPRESENTATIVE NAME (PRINTED)

TITLE OF SIGNER



YUKON FIRE PROTECTION

Project Name

CITY OF SEWARD POWER PLANT Three six generator system replacement

Date

4-11-2024

Quote Expires

45 Days From Issue

Elite Partner
2022 National Platinum
Distributor Award Winner



Honeywell



- Alarm Monitoring
- Commercial Fire Alarm Systems
- Industrial Fire & Gas Detection Systems
- Voice Evacuation and Mass Notification
- Turnkey Fire Sprinkler Systems
- Clean Agent & Inert Gas Fire Suppression
- Pre-Engineered Kitchen Fire Suppression
- Pre-Engineered Paint Booth Fire Suppression
- Pre-Engineered Vehicle Fire Suppression
- Mاريوff Water Mist Fire Suppression

Yukon Fire Protection is located on a 5-acre secured facility off International Airport Drive close to the Ted Stevens International Airport with a large, secured laydown storage yard that is fenced and gated. Yukon offers commercial fire alarm systems, industrial grade fire systems for classified area locations/potentially explosive environments, clean agent special hazard system solutions, water mist solutions, restaurant kitchen suppression solutions, large vehicle/heavy equipment suppression solutions, and is a turn-key provider of sprinkler systems.

Prepared By

Joe DiCarlo | BDA

Yukon Fire Protection Services, Inc
5451 Laona Drive Anchorage, Alaska 99518
Cell 907-223-4010 / Fax 907-562-2754

jdicarlo@yukonfire.com

SCOPE OF THE WORK FOR Three six Generator:

Yukon Fire Protection will provide engineering services, programming, equipment, installation, and commissioning of the FK-5-1-12 clean Agent suppression system for the City of Seward at Three six generator building. The system will be released by a Kidde Agis releasing panel with smoke detection and pull stations. Building dimensions are 46ft x 30ft x24ft.

Engineering/Design:

- All Engineering labor required to Design the FK 5-1-12 fire suppression System for the above-mentioned facility.
- Site survey
- Submittal drawings and component data.
- Sets of O & M Manuals.
- Sets of as-built drawings upon completion of the installation and system certification.
- Fire Alarm Permit and the Submission to the Fire Marshall for review.

YUKON FIRE PROTECTION

Specialty equipment:

- All control equipment.
- All field input devices indicated on the bid documents.
- All field output devices indicated on the bid documents.
- Novec fire system components.
- Freight charges for the equipment to be shipped from the factory to Seward, Alaska.

Installation:

- Installation of NOVEC cylinders, piping, devices, panel, and panel termination. Installation of all Conduit, wiring, back boxes and **120 power will need to be done by others and is not included in the quote.**

Check Out and Certification:

- Functional testing of all system components including programming of the system control panel.
- Checkout of the installation per NEC, and NFPA.

Training :

- 1- 4-hour block for employee training

Warranty :

- 1 year period from completion.

Exclusions:

- 120 dedicated power.
- Installation of the low voltage wiring for the releasing and detection systems
- Room sealing
- Troubles shooting ground faults
- Uninterruptable power supplies

YUKON FIRE PROTECTION

Included	Excluded	YUKON FIRE INCLUSIONS AND EXCLUSIONS CHECK LIST
Yes	No	ENGINEERING SERVICES FOR DETECTION/RELEASING AND CLEAN AGENT SYSTEM
X		Detection Shop Drawings
X		Releasing Shop Drawings
X		Clean Agent suppression Shop Drawings
X		Operation and Maintenance Manuals
X		Product Submittals Documentation
X		As-Built drawings
X		System(s) are design build
X		System(s) labeling and signage
X		Shipping to Anchorage – Optic Flame and Thermal Heat Detection Material
X		Delivery to Jobsite – Clean Agent Equipment
Yes	No	INSTALLATION OF DETECTION AND RELEASING
	X	Installation of any kind
	X	Installation of field devices
	X	Installation of cabling
	X	Providing backboxes
	X	Installation of backboxes, conduit, or fittings
	X	Terminations
	X	Correction of wiring faults caused by others
	X	Testing, repair/trouble shooting of existing and/or new cable or circuits
	X	Testing and/or locating ground faults of installed systems
	X	Uninterrupted Power Supplies or Megger Testing
Yes	No	INSTALLATION OF CLEAN AGENT SYSTEM
X		Installation of Clean Agent cylinders
X		Installation of piping and nozzles
	X	Forklifts, manlifts, or scaffolding
	X	Room Sealing
X		Room (2) Integrity testing per site
Yes	No	ONSITE TECHICIAL, TESTING, and FIELD SERVICES
X		Factory Site Services – Startup, Programming
X		Commissioning
X		Documentation for Final Acceptance Test
X		Training
X		Work performed during Normal Working Hours of 7AM and 4:30PM
X		Overtime and Prevailing Wage labor rates

Three six generator quote - \$110,540.00 USD

Terms & Conditions/Yukon Fire Protection Services Inc.

COMPANY agrees to sell the goods covered herein (the "Goods") to Customer pursuant to the following terms of sale which supersede any alternative terms in any other document unless COMPANY has expressly agreed in writing to override these terms. ANY ATTEMPTED ACKNOWLEDGEMENT OF AN ORDER CONTAINING TERMS INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF THIS ORDER IS NOT BINDING. ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY COMPANY AND SHALL BE OF NO FORCE OR EFFECT. Notwithstanding anything contained in the attached customer order to the contrary the terms and conditions of sale ("Agreement") shall govern the rights and obligations of the parties and in the event of a conflict between the provisions of this agreement and the order, the provisions of this Agreement shall prevail. This Agreement may not be modified, amended or waived in any way except in writing signed by an authorized representative of Company.

1. ACCEPTANCE - Acceptance of an Order is based on the express condition that Customer agrees to these Terms. Acceptance of any portion of the shipment or material by Customer will constitute Customer's assent to these Agreement Terms in its entirety.

2. PRICES AND PAYMENT - All prices on Companies price list are subject to change by Company without notice. Company reserves the right to increase its prices and Customer shall pay any such increases, to compensate for variations in labor, materials, currency exchange, import surcharge, excise duty, air and ocean freight charges or other costs between the date of the purchase order, quotation or tender and the date of shipment. Company shall ship Products FOB Companies Plant and shall invoice upon shipment in U.S. dollars. Full payment for the Products and spare parts (including any freight, taxes, insurance, special packing, or other applicable costs initially paid by Company for the account of Customer) shall be made by Customer to Company ten (10) days from the date of the invoice. Payment shall be in U.S. dollars. As such time as Company may grant a line of credit to Customer, payment terms shall be net ten (10) days after date of invoice. Any invoiced amount not paid when due shall be subject to a service charge of one and ten percent (10%) per month. Customer shall pay all of Companies costs and expenses (including reasonable attorneys' fees) to enforce and preserve Companies rights under this Section. If, at any time or for any reason, Company shall have cause to question Customer's ability to perform, Company may demand such assurances of Customer's performance as Company shall deem necessary in its discretion, including payment in advance for all shipments. If Customer fails within 10 days of Companies demand to provide Company with such assurance, Company shall be entitled to cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and may proceed to collect, without limitation, any sums due and owing, its reasonable cancellation charges and all damage resulting from Customer's default. In the event of bankruptcy or insolvency of Customer, or in the event of any proceeding brought against the Customer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Company shall be entitled to cancel any order then outstanding at any time.

3. TAXES - The price for the goods purchased does not include sales, use, excise or similar taxes, whether federal, state or local. Unless otherwise specifically provided, the amount of any such taxes applicable to the goods shall be paid by Customer in the same manner and with the same effect as if originally included in the purchase price. When Company has the legal obligation to collect such taxes, the appropriate amount shall be added to Customer's invoice and paid by Customer unless and until Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. LIMITED WARRANTY - Subject to the limitations below, Company warrants any equipment installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first use or Equipment is shipped for any part of the Covered System(s), provided however, that Companies sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses, links and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, however, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of thirty (30) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs or adjustments or interconnections performed by Customer or any third party shall void all warranties.

5. FORCE MAJEURE - Neither party will be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, strikes, industrial disputes, fire, flood, act of GOD, extreme weather or act of government. Company shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Customer of any Goods shall constitute a waiver by Customer of any claim for damages on account of any delay in delivery of such Goods.

6. DELIVERY - Shipping, service, and installation dates are estimates only, and the Company in no way guarantees that ordered goods and/or services will be delivered in accordance with estimated schedules. Without limiting the generality of the foregoing, Company's acceptance is conditioned on being allowed additional time for delivery of the Product due to delays beyond its reasonable control without any liability thereof as a result of any delay. If delivery is thus delayed for more than 60 days, either Customer or Company may by written notice, cancel an order without liability thereof with respect to any goods and/or services remaining undelivered, provided that the remaining provisions of this contract shall remain unaffected. Acceptance of shipment by designated shipper, goods made available for shipment from Company's vendor, allocation of Goods to Customer at premises other than Companies, delivery to Customer's representative or designee, or mailing of an invoice to Customer, shall constitute tender of Delivery. Title and risk of loss to Products shall pass to Customer when available for shipment from Companies vendor. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. In the absence of directions, Goods may be shipped by the method and via carrier Company believes dependable. If delivery is delayed or interrupted by Customer for any cause, Company may store the Goods at Customer's expense and risk, and Company may charge Customer for additional costs incurred. If Company's delayed with production due to delays in receiving Customer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Customer's approval or acceptance of Goods, Company shall be entitled to an adjustment in price commensurate with any increase in Companies cost of production and any other losses and expenses incurred by Company attributable to such delays. Company shall have the right to charge Customer for the completed portion of the order and to warehouse all completed Goods for Customer's account and risk of loss. Customer shall comply with all applicable laws on signage and notification to creditors for Product owned by Company under this Section and shall indemnify Company against any and all loss, damage, cost or expense for failure to satisfy such requirements. Company also reserves the right at its options, as to any uncompleted portion of the order to cancel said uncompleted portion, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

7. CANCELLATIONS - Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason, Customer understands and agrees that Company will incur costs of administration and preparation that were done in good faith. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment and services. No electronic equipment that has been removed from its original packaging will be returnable. No mechanical equipment will be returnable. The return of ANY material will be at the Companies sole discretion and will include a restocking fee of twenty-five (25%) of sale price. Company may terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable.

8. REJECTION OF PRODUCTS - Customer shall inspect all Products promptly upon receipt thereof and may reject any standard merchandise product that fails in any material way to meet the specifications set forth in Companies current vendor brochure and specifications for that Product. Any Product not properly rejected within two (2) days of shipment ("Rejection Period") shall be deemed accepted. If any unit of a Product is shipped by Customer to a job site prior to the expiration of the Rejection Period, then that unit shall be deemed accepted upon shipment by Customer. To reject Product, Customer must, within the Rejection Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

COMPLETE AND SIGN FOR APPROVAL

9. RETURN OF PRODUCTS AFTER REJECTION PERIOD - Unless Product is returned in accordance with the provisions herein, after the Rejection Period, Customer may not return Product to Company for any reason without Companies prior written consent. For any Product for which Company gives such consent, Company shall charge Customer a restocking fee equal to twenty-five percent (25%) of Customers Purchase Price for that Product and shall credit the balance of the Purchase Price to Customers account. Customer shall be responsible for all shipping charges. To return Product, Customer must, within the Warranty Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

10. LIMITATION OF LIABILITY - It is understood and agreed by the Customer that amounts payable by Company hereunder are based upon the value of the services and the scope of liability (sale price) set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. If water is unavailable for completion of hydrostatic testing at the industry typical time that such testing would normally occur, and Customer decides to proceed with finish work (sheetrock, paint, finish trim, etc.), while waiting for water to be made available, Customer accepts all responsibility for any damage that may arise when hydrostatic testing is commenced. Customer releases and waives all right of recovery against Company arising by way of subrogation, for injuries or damage in the event of any loss or injury. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

11. INDEMNIFICATION - Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (as the "Indemnified Party"), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the fault, negligent, or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the results of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees, shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the termination of this Agreement.

12. AUDIT - Notwithstanding any provision to the contrary, Company agrees, upon reasonable request, to substantiate that Companies billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Company is not required to provide any audit privileges to Customer for fixed price or lump sum agreements.

13. CODE COMPLIANCE - Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

14. SEVERABILITY - All provisions herein are severable and unenforceability of any one provision shall not affect the validity of any other provision hereof.

15. GOVERNMENT PROCUREMENTS - Company offers standard commercial and industrial equipment. This standard commercial and industrial equipment may not comply with any U.S. Government specifications. Company shall have no responsibility for ensuring such compliance. Company supplies standard commercial and industrial pricing information. Company does not comply with the Cost Accounting Standards (CAS) or the Federal Acquisition Regulations (FAR).

16. INTELLECTUAL PROPERTY RIGHTS - "Intellectual Property Rights" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any form now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). All IPR in products, designs, documentation, data, processes, methods, and other Intellectual Property that is owned, claimed, designed, developed, generated, or produced by Company in connection with this Agreement will be and remain the sole and exclusive property of Company and will not be deemed to be "works made for hire" or "commissioned works." Without limiting the foregoing, Company reserves the right to use such items for others, and to license the use of such items to others.

17. SOFTWARE LICENSE - "Software" shall mean any proprietary software Company provides for the ordinary operation of the Company products, any optional software to enhance the operation of the Company products and any upgrades or revisions of the same provided by Company in fulfillment of this order or at Customers request in relation to Company products. Customer is granted a limited license for any Software and related user documentation delivered by, Company whether as part of any product or provided separately. This limited license allows Customer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Company products intended for use with such software as supplied by, Company and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Customer may not distribute copies of Software or documentation to others. Customer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

18. MODIFICATIONS AND SUBSTITUTIONS - Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

19. CHANGES, ALTERATIONS, ADDITIONS - Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

20. COMPLIANCE WITH LAWS - Customer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the materials, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

21. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the State of Alaska.

22. BACKCHARGES - No charges shall be levied against the Company unless five (5) days prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

23. ONE YEAR LIMITATION ON ACTIONS - It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory.

24. LEGAL FEES - Company shall be entitled to recover from the customer all legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

Terms & Conditions/Yukon Fire Protection Services Inc. Resolution 2024-029

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9. LIMITED WARRANTY - Subject to the limitations below, Company warrants any equipment installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first use or Equipment is shipped for any part of the Covered System(s), provided however, that Companies soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses, links and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, however, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of thirty (30) days from the date of furnishing. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after our services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

10. FORCE MAJEURE - Neither party will be in breach of this contract or be liable to the other party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, strikes, industrial disputes, fire, flood, act of GOD, extreme weather or act of government. Company shall have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by such delay. Acceptance by Customer of any Goods shall constitute a waiver by Customer of any claim for damages on account of any delay in delivery of such Goods.

6. DELIVERY - Shipping, service, and installation dates are estimates only, and the Company in no way guarantees that ordered goods and/or services will be delivered in accordance with estimated schedules. Without limiting the generality of the foregoing, Company's acceptance is conditioned on being allowed additional time for delivery of the Product due to delays beyond its reasonable control without any liability thereof as a result of any delay. If delivery is thus delayed for more than 60 days, either Customer or Company may by written notice, cancel an order without liability thereof with respect to any goods and/or services remaining undelivered, provided that the remaining provisions of this contract shall remain unaffected. Acceptance of shipment by designated shipper, goods made available for shipment from Company's vendor, allocation of Goods to Customer at premises other than Companies, delivery to Customer's representative or designee, or mailing of an invoice to Customer, shall constitute tender of Delivery. Title and risk of loss to Products shall pass to Customer when available for shipment from Companies vendor. In no event shall Customer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. In the absence of directions, Goods may be shipped by the method and via carrier Company believes dependable. If delivery is delayed or interrupted by Customer for any cause, Company may store the Goods at Customer's expense and risk, and Company may charge Customer for additional costs incurred. If Company's delayed with production due to delays in receiving Customer's approval or acceptance of designs, drawings, prints, engineering or technical data, or is awaiting Customer's approval or acceptance of Goods, Company shall be entitled to an adjustment in price commensurate with any increase in Companies cost of production and any other losses and expenses incurred by Company attributable to such delays. Company shall have the right to charge Customer for the completed portion of the order and to warehouse all completed Goods for Customer's account and risk of loss. Customer shall comply with all applicable laws on signage and notification to creditors for Product owned by Company under this Section and shall indemnify Company against any and all loss, damage, cost or expense for failure to satisfy such requirements. Company also reserves the right at its options, as to any uncompleted portion of the order to cancel said uncompleted portion, or to revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

25. CANCELLATIONS - Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason, Customer understands and agrees that Company will incur costs of administration and preparation that were done in good faith. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment and services. No electronic equipment that has been removed from its original packaging will be returnable. No mechanical equipment will be returnable. The return of ANY material will be at the Companies sole discretion and will include a restocking fee of twenty-five (25%) of sale price. Company may terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable.

26. REJECTION OF PRODUCTS - Customer shall inspect all Products promptly upon receipt thereof and may reject any standard merchandise product that fails in any material way to meet the specifications set forth in Companies current vendor brochure and specifications for that Product. Any Product not properly rejected within two (2) days of shipment ("Rejection Period") shall be deemed accepted. If any unit of a Product is shipped by Customer to a job site prior to the expiration of the Rejection Period, then that unit shall be deemed accepted upon shipment by Customer. To reject Product, Customer must, within the Rejection Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

COMPLETE AND SIGN FOR APPROVAL

SIGNATURE OF CUSTOMER REPRESENTATIVE

DATE

27. RETURN OF PRODUCTS AFTER REJECTION PERIOD - Unless Product is returned in accordance with the provisions herein, after the Rejection Period, Customer may not return Product to Company for any reason without Companies prior written consent. For any Product for which Company gives such consent, Company shall charge Customer a restocking fee equal to twenty-five percent (25%) of Customers Purchase Price for that Product and shall credit the balance of the Purchase Price to Customers account. Customer shall be responsible for all shipping charges. To return Product, Customer must, within the Warranty Period, obtain an RMA number from Companies customer service by written request. Parts that are special ordered as per the Company, are not returnable and no credit will be issued for same.

28. LIMITATION OF LIABILITY - It is understood and agreed by the Customer that amounts payable by Company hereunder are based upon the value of the services and the scope of liability (sale price) set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. If water is unavailable for completion of hydrostatic testing at the industry typical time that such testing would normally occur, and Customer decides to proceed with finish work (sheetrock, paint, finish trim, etc.), while waiting for water to be made available, Customer accepts all responsibility for any damage that may arise when hydrostatic testing is commenced. Customer releases and waives all right of recovery against Company arising by way of subrogation, for injuries or damage in the event of any loss or injury. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

29. INDEMNIFICATION - Each Party (as the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party (as the "Indemnified Party"), their affiliates, officers, directors, employees, agents, and other representatives from and against any and all claims, demands, losses, liabilities, damages, expenses (including reasonable attorney's fees) and causes of action (hereinafter "Claims") for Claims caused by or resulting from the fault, negligent, or reckless acts or omissions of the Indemnifying Party, its officers, employees, agents, contractors, licensees or invitees. Any Claims that are the results of negligence or willful misconduct of both Parties, their officers, directors, employees, agents, contractors, licensees or invitees, shall be apportioned on a comparative fault basis, and each Party shall indemnify the other Party for any liabilities and damages assessed against them in excess of their percentage of liability. This provision shall survive the termination of this Agreement.

30. AUDIT - Notwithstanding any provision to the contrary, Company agrees, upon reasonable request, to substantiate that Companies billing is in conformity with the terms of the agreement and to furnish documents verifying each charge billed to the Customer on a time and material basis or to the extent required by law. Company is not required to provide any audit privileges to Customer for fixed price or lump sum agreements.

31. CODE COMPLIANCE - Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

32. SEVERABILITY - All provisions herein are severable and unenforceability of any one provision shall not affect the validity of any other provision hereof.

33. GOVERNMENT PROCUREMENTS - Company offers standard commercial and industrial equipment. This standard commercial and industrial equipment may not comply with any U.S. Government specifications. Company shall have no responsibility for ensuring such compliance. Company supplies standard commercial and industrial pricing information. Company does not comply with the Cost Accounting Standards (CAS) or the Federal Acquisition Regulations (FAR).

34. INTELLECTUAL PROPERTY RIGHTS - "Intellectual Property Rights" means rights in patents, utility models, trade or service marks, trade names, copyrights (including rights in computer, firmware, software and databases) and moral rights, design rights, inventions, discoveries, confidential information, rights in know-how, and rights to all or any other industrial or intellectual property, in any form now known or hereafter devised, whether or not registered or capable of registration including, where the context allows, applications for the grant of any of the foregoing and the right to apply for any of the foregoing, and all rights or forms of protection having an equivalent or similar effect to any of the foregoing which may now exist or are hereafter created in any part of the world ("IPR"). All IPR in products, designs, documentation, data, processes, methods, and other Intellectual Property that is owned, claimed, designed, developed, generated, or produced by Company in connection with this Agreement will be and remain the sole and exclusive property of Company and will not be deemed to be "works made for hire" or "commissioned works." Without limiting the foregoing, Company reserves the right to use such items for others, and to license the use of such items to others.

35. SOFTWARE LICENSE - "Software" shall mean any proprietary software Company provides for the ordinary operation of the Company products, any optional software to enhance the operation of the Company products and any upgrades or revisions of the same provided by Company in fulfillment of this order or at Customers request in relation to Company products. Customer is granted a limited license for any Software and related user documentation delivered by, Company whether as part of any product or provided separately. This limited license allows Customer to: a) use the Software and user documentation only on the products on which it is installed at the time of delivery or, if the Software is supplied separately, in connection with the particular Company products intended for use with such software as supplied by, Company and b) in accordance with the terms of any end user license agreements or other license terms and conditions that may be included with the Software. Customer may not distribute copies of Software or documentation to others. Customer may not decompile, reverse-engineer, disassemble, or otherwise reduce the Software to human-perceivable form or create derivative works.

36. MODIFICATIONS AND SUBSTITUTIONS - Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

37. CHANGES, ALTERATIONS, ADDITIONS - Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

38. COMPLIANCE WITH LAWS - Customer represents, warrants, certifies and covenants (collectively "Covenants") that it will comply with all laws applicable to the materials, services and/or the activities contemplated or provided under these Terms, including, but not limited to, any national, international, federal, state, provincial or local law, treaty, convention, protocol, common law, regulation, directive or ordinance and all lawful orders, including judicial orders, rules and regulations issued thereunder.

39. GOVERNING LAW - This contract shall be governed by and construed in accordance with the laws of the State of Alaska.

40. BACKCHARGES - No charges shall be levied against the Company unless five (5) days prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

41. ONE YEAR LIMITATION ON ACTIONS - It is agreed that no suit, or cause of action or other proceeding shall be brought against Company more than one (1) year after the accrual of the cause of action, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory.

42. LEGAL FEES - Company shall be entitled to recover from the customer all legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

CUSTOMER REPRESENTATIVE NAME (PRINTED)

TITLE OF SIGNER



Resolution 2024-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS TO ATTEND THE ALASKA ANIMAL CONTROL ASSOCIATION 2024 TRAINING CONFERENCE WITH THE NATIONAL ANIMAL CONTROL ASSOCIATION (NACA) IN ANCHORAGE, ALASKA IN THE AMOUNT OF \$500.00 AND APPROPRIATING FUNDS

Documents:

- Agenda Statement
- Resolution 2024-030
- Attachments:
 - The American Society for the Prevention of Cruelty to Animals Grant Application
 - Alaska Animal Control Association 2024 Training Conference Flyer
 - Alaska Animal Control Association 2024 Training Conference Agenda

City Council Agenda Statement



Meeting Date: May 27, 2024
 To: City Council
 Through: Kat Sorensen, City Manager
 From: Alan Nickell, Chief of Police
 Agenda Item: Resolution 2024-030: Accept Grant Funds to Attend the Alaska Animal Control Association 2024 Training Conference with the National Animal Control Association (NACA) in Anchorage, Alaska, in the Amount of \$500.00 and Appropriating Funds

Background and justification:

The City of Seward, Alaska has been awarded an American Society for the Prevention of Cruelty to Animals (ASPCA) Grant in the Amount of \$500. The funds will be used to offset the costs for the Animal Control Officer, Katja Mocnik, to attend the Alaska Animal Control Association 2024 Training Conference on May 30 through May 31, 2024, in cooperation with National Animal Control Association in Anchorage, Alaska. The Seward Police Department has requested the City provide the initial funds for the conference travel, registration, and per diem.

Comprehensive and Strategic Plan Consistency Information

This legislation is consistent with (citation listed):
 Comprehensive Plan: 2.2.5 Support the efforts of all educational organizations and government 3.1.1.6 Support existing public institutions in their effort to maintain, expand, and develop.
 Strategic Plan: Page 19: Provide adequate funding for a financially sound government- The City of Seward is a fiscally responsible entity which utilizes creative and responsible funding alternatives.
 Other: _____

Certification of Funds

Total amount of funds listed in this legislation: \$ 500

This legislation (✓):
 Creates revenue in the amount of: \$ 500
 Creates expenditure in amount of: \$ _____
 Creates a savings in the amount of: \$ _____
 Has no fiscal impact

Funds are (✓):
 Budgeted Line item(s): _____
 Not budgeted 01000-1212-4253
 Not applicable

Unassigned Fund Balance and Available Unrestricted Cash Balance Information

Fund (✓):
 General SMIC Electric Wastewater
 Boat Harbor Parking Water Healthcare

Motor Pool Other _____

Unassigned Fund Balance*: \$ _____ *unaudited numbers
Available Unrestricted Cash Balance*: \$ _____

Finance Director Signature: *Sully Jusino*

Attorney Review ✓

Yes
 Not applicable

Administration Recommendation

Adopt Resolution
 Other: _____

Sponsored by: Sorensen

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-030**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, AUTHORIZING THE CITY MANAGER TO ACCEPT GRANT FUNDS TO ATTEND THE ALASKA ANIMAL CONTROL ASSOCIATION 2024 TRAINING CONFERENCE WITH THE NATIONAL ANIMAL CONTROL ASSOCIATION (NACA) IN ANCHORAGE, ALASKA, IN THE AMOUNT OF \$500.00 AND APPROPRIATING FUNDS

WHEREAS, the American Society for the Prevention of Cruelty to Animals (ASPCA) is sponsoring a grant for attendance to the Alaska Animal Control Association 2024 Training Conference in cooperation with the National Animal Control Association (NACA) in Anchorage, Alaska; and

WHEREAS, this Alaska Animal Control Association 2024 Training Conference will take place in Anchorage May 30 through May 31, 2024 and will provide an excellent opportunity for staff development; and

WHEREAS, the City of Seward has been awarded a \$500.00 grant from the ASPCA to have Animal Control Officer (ACO) Katja Mocnik attend the Alaska Animal Control Association 2024 Training Conference; and

WHEREAS, ACO Mocnik plans to attend the conference, and her salary has been approved for the duration of her travel time; and

WHEREAS, due to the financial burden of travel costs to ACO Mocnik, the Seward Police Department has requested the City provide the initial funds for the conference travel, registration, and per diem.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEWARD, ALASKA, that:

Section 1. The City Council hereby authorizes the City Manager to receive the \$500 grant funds from the American Society for the Prevention of Cruelty to Animals (ASPCA) to travel account number 01000-1212-7302 to be used for the above listed training cost coverage.

Section 2. The City Council hereby authorizes the City Manager to receive the \$500 grant funds from the American Society for the Prevention of Cruelty to Animals (ASPCA), which will be appropriated on account number 01000-1212-4253.

Section 3. This resolution shall take effect immediately upon adoption.

**CITY OF SEWARD, ALASKA
RESOLUTION 2024-030**

PASSED AND APPROVED by the City Council of the City of Seward, Alaska this 28th day of May, 2024.

THE CITY OF SEWARD, ALASKA

Sue McClure, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:






ATTEST:

Kris Peck
City Clerk

(City Seal)

☰ Organization Name

Seward Animal Shelter

 Website	<input type="text" value="https://www.facebook.com/SewardShelter/"/>
A Street Address	<input type="text" value="601 Sea Lion Ave"/>
A City	<input type="text" value="Seward"/>
☑ NTSI State	<input type="text" value="Alaska"/>
A  Primary Contact Name	<input type="text" value="Shelli McDowell"/>
A Primary Contact Title	<input type="text" value="Animal Control Officer"/>
✉  Primary Contact Email	<input type="text" value="smcdowell@cityofseward.net"/>
📞  Primary Contact Phone	<input type="text" value="(907) 422-7150"/>
A Alternate Contact Name	<input type="text" value="Katja Mocnik"/>
A Alternate Contact Title	<input type="text" value="Assistant Animal Control Officer"/>
✉ Alternate Contact Email	<input type="text" value="kmocnik@cityofseward.net"/>
📞 Alternate Contact Phone	<input type="text" value="(907) 422-7150"/>
☑  Grant Amount Requested	<input type="text" value="\$500"/>

☑ Is your IRS exemp-
tion current?

☑ Does your board in-
clude at least 4 Board
members and are the
majority independent?

☑ Are your board chair
and treasurer uncom-
pensated by the
organization?

☑ Are you in good
standing with the
Secretary of State in the
state where you are
incorporated?

☑ Is your organization
a nonprofit, govern-
mental entity or other?

A Organization
type/tax status (if not
nonprofit or govt.)

📄 Most recently filed
990 (or equivalent)

📄 Most recently filed
W-9

Governmental Entity

📄 Drop files here or [browse](#)

W-9 Request for Taxpayer Identification Number and Certification

Give Form to the taxpayer. Do not send to the IRS.



NAME OF SENDOR
CITY OF SEWARD

NAME OF TAXPAYER
Seward, Alaska 99664-0147

Taxpayer Identification Number (TIN)
Seward, Alaska 99664-0147



Signature
Seward, Alaska 99664-0147

City of Seward W-9.pdf

  Approved budget (income and expenses) for current fiscal year

Resolution 2024-030

⬇ Drop files here or [browse](#)

  Current list of Board of Directors

⬇ Drop files here or [browse](#)

⊙ What Conference are you planning to attend with support from the funds?

Alaska State Conference ⌵

How many conference attendees will this funding support?

1

Ab Please list the name, title and email address for each conference attendee this funding will support

Katja Mocnik, Assistant Animal Control Officer, kmocnik@cityofseward.net

⊙ Have any of the attendees listed above attended this conference previously?

No ⌵

≡ In 1-5 sentences, please describe why attending this conference will be valuable to your agency

We are a small shelter with a newly built shelter and only two employees. This training will be valuable to our agency for the first opportunity for in person training for Katja. As well as the valuable training offered, the conference will be an opportunity to meet, network and exchange information and ideas with other ACO's in Alaska. Thank you for the opportunity to apply for this grant to assist in attending this conference.

Acknowledgement:

Show 4 hidden fields ⌵

ALASKA ANIMAL CONTROL ASSOCIATION

2024 TRAINING CONFERENCE IN CO-OPERATION WITH NACA



HOSTED BY

Anchorage Animal Care and Control
4711 Elmore Rd, Anchorage, AK 99507
Thursday, May 30th – 8:30 am-5:30 pm
Friday, May 31st – 8:30 am – 3:30 pm

LODGING

Hyatt Place Anchorage-Midtown
101 E Tudor Rd, Anchorage, AK 99503
(907) 561-6254
\$299.00 Room Rate **
Book online using corporate code "G-AAC1" to secure your discounted rate
by 05/01/2024 **

REGISTRATION: \$150.00/person

Registration/Attendance includes Annual AACA Membership & 5 Continuing Education Credits through the National Animal Care & Control Association

Please Contact:

Jessica "JJ" Hendrickson
City of Kenai Animal Shelter
AACA President
jhendrickson@kenai.city
(907)283-7353

Matt Hardwig
Mat-Su Borough Animal Care and Regulation
AACA Treasurer
mhardwig@matsugov.us
(907)761-7508

ALASKA ANIMAL CONTROL ASSOCIATION



2024 REGISTRATION FORM

ATTENDEE INFORMATION (Please Print Legibly):

Name | Agency _____

Address _____

City, Street, Zip _____

Phone 1 _____

Email _____

Payment Via: Check Credit Card

***If your agency requires an invoice for payment, please contact:

M. Hardwig (mhardwig@matsugov.us) or J. Hendrickson (jhendrickson@kenai.city)

**Please make checks payable to: Alaska Animal Control Association **

Please Note:

Non-Membership attendees (Law Enforcement, Veterinarians, Etc.) will be excused from the 2024 AACA general meeting.

PLEASE FAX OR EMAIL THIS FORM TO JESSICA OR MATT

ALASKA ANIMAL CONTROL ASSOCIATION

2024 TRAINING CONFERENCE



CONFERENCE WORKSHOPS

Thursday
May 30th: 8:30 am - 5:30 pm

8:30 am – 8:45 am	<p>Welcome and Introductions</p> <p>Jessica (JJ) Hendrickson, President AACA Mike Wheeler, NACA Alaska Rep. Melissa Summerfield, Anchorage Animal care and Control Association</p>
8:45 am – 10:15 am	<p>Animal Cruelty and other violence</p> <p>Adam Parascandola The Humane Society of the United States</p>
10:15 am – 10:20 am	<p><i>Break</i></p>
10:20 am – 11:50 am	<p>Animals as Evidence of a Crime</p> <p>Dr. Michelle Gonzalez, DVM Rascal Unit</p>
11:50 am – 1:00 pm	<p><i>Lunch</i></p>
1:00 pm - 2:30 pm	<p>Livestock Handling Basics & Dealing with Chickens</p> <p>Krista Kurvers Code 3 Associates</p>
2:30pm – 2:35 pm	<p><i>Break</i></p>

2:35 pm – 4:05 pm	<p>Considerations for Animal Euthanasia</p> <p>Dr. Sarah Coburn Alaska State Veterinarian</p>
4:05 pm – 4:10 pm	<p><i>Break</i></p>
4:10 pm – 4:55 pm	<p>Basic Evidence Collection</p> <p>Matthew Hardwig Mat-Su Borough Animal Care and Regulation</p>
4:55 pm – 5:00 pm	<p><i>Break</i></p>
5:00 pm – 5:30 pm	<p>Alaska Animal Control Association Meeting</p> <p>Jessica “JJ” Hendrickson (President), Mike Clupper (Vice President), Matthew Hardwig (Secretary/Treasurer)</p>

Friday
May 31st: 8:30 am – 3:30 pm

08:30 am – 9:00 am	<p>Welcome/Questions</p> <p>Jessica (JJ) Hendrickson, President AACA Mike Cupper, Vice President AACA Matthew Hardwig, Secretary/Treasurer AACA</p>
9:00 am – 11:00 am	<p>SMART Sheltering: Saving Most Animals through Responsible Treatment</p> <p>Dr. Michelle Gonzalez, DMV + AACA Rascal Unit</p>
11:00 am – 11:05 am	<p><i>Break</i></p>
11:05 am – 12:35 pm	<p>NACA Recertification: How to Guide?</p> <p>Uncovering Bias in Animal Control: Promoting Fairness and Equity</p> <p>Mike Wheeler NACA Alaska Rep.</p>
12:35 pm – 1:35 pm	<p><i>Lunch</i></p>
1:35 pm – 2:50 pm	<p>Working with Alaska State Troopers</p> <p>Trooper Andy DeVeaux Alaska State Troopers</p>
3:05 pm – 3:30 pm	<p>Closing Remarks</p> <p>Complete Survey Receive Certificate</p>

Discuss June 24, 2024 Meeting



Date: Tuesday, May 28, 2024
From: Kris Peck, City Clerk
RE: Discuss cancelling the June 24, 2024 City Council Meeting

BACKGROUND

According to Seward City Code (2.10.030 A.2), regular city council meetings shall be held on the second and fourth Mondays of each month at 7:00 p.m.; provided that any regular meeting may be canceled by the affirmative vote of at least four councilmembers.

CONSIDERATIONS

The City Manager and City Clerk will both be attending training courses in June which would leave their respective offices short staffed for preparing the council packet and other materials. The City Manager will not be able to attend the meeting. The City Clerk would be able to clerk the meeting, but would miss all staff meetings and prep work leading up to it.

City department heads have confirmed there is no time-sensitive business that requires consideration at the June 24, 2024 meeting. Departments heads will also be in the peak of their Fourth of July preparations.

RECOMMENDATION

Cancel the June 24, 2024 City Council meeting.

The next regular City Council meeting would be on Monday, July 8, 2024.

If council wishes to cancel the meeting, a motion/second and affirmative vote of four would be necessary.



PACAB Alternative Energy Committee

Date: Tuesday, May 28, 2024
To: City Council
From: Kris Peck, City Clerk
RE: Discuss PACAB's request to form an Alternative Energy Committee

BACKGROUND:

On May 15, 2024 PACAB discussed the possibility of forming an Alternative Energy Committee consisting of 3 current PACAB members: Bruce Jaffa, Becky Dunn, and John Howard. The committee would also accept up to 4 additional committee members from Seward & surrounding areas.

The proposed meeting schedule is once a month during the PACAB summer hiatus, most likely on the 3rd Wednesday of June, July, and August. This meeting schedule will be re-evaluated in the fall when PACAB resumes. This committee will continue until December 31, 2024

Even though the committee would have only 3 PACAB members, the Open Meetings Act still requires all official governmental committees to follow OMA requirements:

ALASKA'S OPEN MEETINGS ACT

II. WHO IS COVERED BY THE ACT?

The Open Meetings Act requires that many governmental meetings be properly noticed and open to the public. To whom do these requirements apply?

B. Governmental Bodies

For OMA purposes a "governmental body" means an assembly, council, board, commission, committee, and any other similar body of any public entity. Both home rule and general law municipalities are covered equally. **By its terms, the act also applies to members of a subcommittee or other subordinate unit of a governmental body if the subordinate unit consists of two or more members.**

RECOMMENDATION:

Discuss the proposed PACAB Alternative Energy Committee and determine if City Council approves of this committee being formed.



May 7, 2024

City of Seward
410 Adams St
Seward, AK 99664

Dear Mayor McClure, City Council, and City Staff,

This letter serves as our quarterly report for the period January 1 to March 31, 2024. Seward Business Advisor KellyAnn Cavaretta completed her busiest quarter with the Alaska SBDC, providing business advising for Seward and covering the Soldotna area while the Kenai Peninsula Center Director was out on paternity leave. Supporting business owners and entrepreneurs in a new area can be daunting. However, KellyAnn did a great job, and her perfect client satisfaction survey streak is still intact after over two years and over a thousand advising sessions. She also established a new record for capital infusion for Seward, logging an impressive \$7.8 million, topping all other SBDC advisors combined in the quarter. Here is a summary of deliverables to the Seward community during the quarter (year):

Client Hours: 112.7 (112.7)	Jobs Supported: 214 (214)
Total Clients: 44 (44)	Capital Infusion: \$7,884,040 (\$7,884,040)
New Businesses Started or Bought: 3 (3)	Client Surveys: 100% positive (100% positive)

This next section provides lists of the top advising topics and top industries obtaining technical assistance from the Alaska SBDC in Seward. Assistance to entrepreneurs looking to start a new business remained in the top spot of topics, while financing/capital moved up from fourth to second. In regards to industries working with the SBDC, food services retained the top spot for a second straight quarter by a wide margin, while real estate and construction joined the top five industries.

Topics

1. Start-up Assistance: 47.5 hrs (42%)
2. Financing/Capital: 24.9 hrs (22%)
3. Buy/Sell Business: 15.3 hrs (14%)
4. General Management: 14.3 hrs (13%)
5. Legal Issues: 3.0 hrs (3%)

Industries

1. Food Services: 35.2 hrs (31%)
2. Accommodation: 18.7 hrs (17%)
3. Retailers: 9.9 hrs (9%)
4. Construction: 7.5 hrs (7%)
5. Real Estate: 7.1 hrs (6%)

We thank the City of Seward for supporting the Seward Business Advisor position. KellyAnn has excelled in her role as the Seward advisor and we are pleased to start the process to extend her contract this summer. Please do not hesitate to contact us if you have any questions.

Sincerely,

DocuSigned by:

995FA012679B4D7...

Jon Bittner
Executive Director
Alaska SBDC

63

June 2024

June 2024							July 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1		1	2	3	4	5	6
2	3	4	5	6	7	8	7	8	9	10	11	12	13
9	10	11	12	13	14	15	14	15	16	17	18	19	20
16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 26	27	28	29	30	31	Jun 1
2	3	4 7:00pm P&Z Meeting	5	6	7	8
9	10 5:30pm CC Work Session (Seward Electric Utility) 7:00pm CC Mtg (Council Chambers)	11	12	13	14	15
16	17	18 6:00pm P&Z Work Session (Council Chambers)	19 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library & Museum (239	20	21	22
23	24 7:00pm CC Mtg (Chambers)	25	26	27	28	29
30	Jul 1	2	3	4	5	6

July 2024

July 2024

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2 7:00pm P&Z Meeting	3	4 4th of July	5	6
7	8 7:00pm CC Mtg (Council Chambers)	9	10	11	12	13
14	15	16 6:00pm P&Z Work Session (Council Chambers)	17 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library & Museum (239 6th Ave.	18	19	20
21	22 7:00pm CC Mtg (Chambers)	23	24	25	26	27
28	29	30	31	Aug 1	2	3

August 2024

August 2024

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2	3
4	5	6 7:00pm P&Z Meeting	7	8 6:00pm HPC WS & Mtg	9	10
11	12 7:00pm CC Mtg (Council Chambers)	13	14	15	16	17
18	19	20 6:00pm P&Z Work Session (Seward Community Library & Museum (239 6th Ave, Seward, AK	21 2:00pm PACAB Ad Hoc Heat Loop Mtg (Seward Community Library & Museum (239 6th Ave,	22	23	24
25	26 7:00pm CC Mtg (Chambers)	27	28	29	30	31