



CITY OF NORTH POLE

Regular Meeting January 21, 2020

North Pole Council Chambers

125 Snowman Lane, North Pole,

Alaska

www.northpolealaska.com

Tuesday, January 21, 2020

Committee of the Whole: 6:30 p.m.

Regular City Council Meeting: 7:00 p.m.

MAYOR

Michael Welch
488-8584

CITY CLERK

Vacant

COUNCIL MEMBERS

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

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance to the US Flag**
- 3. Invocation**
- 4. Approval of the Agenda**
- 5. Approval of the Minutes**
 - a. January 6, 2020 Council Meeting
- 6. Communications from the Mayor**
 - a. Proclamation: Student of the Month is Naya Moss
- 7. Council Member Questions of the Mayor**
- 8. Communications from Department Heads, Borough Representative and the City Clerk**
- 9. Ongoing Projects Report**

10. Citizens Comments (Limited to Five (5) minutes per Citizen)

11. Old Business

- a. 19-23 Ordinance An Ordinance of the City of North Pole, Alaska City Council Amending the 2020 Operating and Capital Budget and Levying the Mill Rate
Reconsideration request by Thomas McGhee

12. New Business

- a. 20-02 Ordinance An Ordinance of the City of North Pole, Alaska to Amend Title 13, Public Services, Chapter 13.16.030 Multiple Accounts for a Single Structure
- b. 20-03 Ordinance An Ordinance of the City of North Pole, Alaska to Amend the 2020 Operating and Capital Budget and Levying the Mill Rate.
- c. Request to Approve a Special Meeting of the North Pole City Council the week of January 27, 2020 to review and approve a construction contractor for the Moose Creek Water System Project.
- d. Request by North Pole Police Department to Approve Bid for Long Building Technologies.
- e. Request by North Pole Police Department to Approve 2020 Internet Crimes Against Children Memorandum of Agreement between the North Pole Police Department and the Anchorage Police Department.
- f. Request by North Pole Police Department to Approve 2020 Chena Lakes Contract for LEO Services.
- g. Request to Approve North Pole Fire Department acceptance of a Firehouse Sub's grant in the amount of \$7,780.01 for one Respirator Fit Tester.

13. Council Comments

14. Adjournment

Detailed information and copies of agenda documents may be obtained at the Office of the City Clerk, 125 Snowman Lane or on the City website www.northpolealaska.com. Notice of Council Action is available at City Hall and on the City website following the meeting. Council Meetings are aired live via audio streaming from the City's website. Inquiries concerning ADA compliance or accommodations should be directed to the City Clerk.



NORTH POLE CITY COUNCIL
REGULAR MEETING MINUTES, JANUARY 6, 2020
NORTH POLE CITY COUNCIL CHAMBERS
125 SNOWMAN LANE, NORTH POLE, ALASKA

Mayor Welch called the regular City Council meeting of Monday, January 6, 2020 to order at 7:00 p.m. with the following Council Members in attendance:

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

Also Present: William Butler, Director of City Services
Tricia Fogarty, Chief Financial Officer
Chad Heineken, Deputy Fire Chief

PLEDGE OF ALLEGIANCE TO THE FLAG

Council Member Perry Walley asked everyone to join him in the Pledge of Allegiance.

INVOCATION

The Invocation was given by City Council Member Thomas McGhee.

APPROVAL OF AGENDA

Mr. McGhee moved to approve the agenda of January 6, 2020.

Seconded by Mr. Walley.

Discussion

None

MOTION TO AMEND THE AGENDA

Mr. McGhee moved to amend the agenda and

Seconded by Mrs. Welch.

Old Business:

B

New Business:

A, B, C, D, F,

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND THE AGENDA OF JANUARY 6, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

Discussion on the agenda as amended

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED AGENDA OF JANUARY 6, 2020 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the MOTION CARRIED

APPROVAL OF MINUTES

Mr. McGhee *moved to* **approve the Minutes of December 9, 2019.**

Seconded by Mr. Walley.

Discussion

None

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO APPROVE THE AMENDED MINUTES OF DECEMBER 9, 2019 AS FOLLOWS:

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

NO: 0

ABSTAIN:

Mayor Welch declared the AMENDED MOTION CARRIED

Discussion:

None

COMMUNICATIONS FROM THE MAYOR

- Attended a meeting on December 9th with the undersecretary of defense Mr. John C Rood. The discussion entailed a possible additional piece to Eielson the Super Tanker KC 46 may be coming here and there are four places that are vying for those aircraft to be stationed at their base. Eielson Air Force Base being one of them and probably the stiffest competition will come from Kadena Air Force Base in Okinawa. If you go to their website, you'll see why they have about 11,000 people supporting F 30 fives. That's what we will probably grow into within three or four years. But it makes a lot of sense for us to have the KC 46 super tanker here.
- The Mayor invited the Interior Gas Utility (IGU) to provide an update presentation on the Interior Gas Project from Dan Britton, General Manager, IGU and Mike Miller, Vice Chair IGU Board of Directors. In their presentation they spoke about the 5.25 Million gallon LNG tank installed in Fairbanks. They also discussed the 72 miles of distribution mains that were installed in North Pole in 2015 and the two LNG Tanks they are constructing in North Pole this Spring located on H & H road. The tanks will hold 75,000 gallons of LNG each and the contract to construct was awarded to Cornerstone General Contractors.

COUNCIL MEMBER QUESTIONS OF THE MAYOR AND IGU PRESENTERS

- Mr. Walley asked do you still have customers you shut off gas and that have to use alternative systems in the winter to heat their businesses? Mr. Britton stated that we do have a component of our customer base that is interruptible at the coldest or peak time period of the winter. The two largest ones are Fairbanks Memorial Hospital and the University and additionally over time we added the Fairbanks North Star School District and Borough Buildings. They will have the option once we get enough inventory in our tanks to have a firm uninterruptable contract if they so choose.
- Mr. McGhee it's my understanding, and you may correct me that the first a hundred feet will be provided free by IGU. Um, what about the next feet that haven't reached to the house? As an example, the line was installed across the street from my house. I haven't actually measured it yet. I'm not going to do it this winter, but I believe it's slightly longer than a hundred feet. And, and I personally feel that it should go all the way to the residential house to where a meter will be. And then the residential, be the resident, be responsible for that final hookup actually to the house and his utilities. Um, why isn't it set up that way? Mr. Britton stated so the, the utility subsidizes the installation of the

service line and the meter. So the a hundred feet, most residences are within the a hundred feet. So the example you gave where the line is across the street from your residence, that's what we call a far side service line. It's not your fault that you live across the street. That's part of the system design. We could have put the main on the other side of the street. So what we'll do is we'll take it that extra distance and apply it because it's, as I said just because you're across the street shouldn't make it different than your neighbor that's right across from you. The a hundred feet is a consistent for all residents. Additionally, there is a, a new, um, federal regulation that requires us to install a, uh, what's called a, um, excess flow valve. And the customer pays for that. It's \$175. So your total cost of the installation is \$225 for the year to the meter. And then at that point it's your responsibility with your mechanical contract.

- Mr. Mayor what should we be hitting our delegation up with when I go to Juneau in February? What's the primary thing I should be hitting them up for when it comes to them? Mr. Miller if there is additional money that the state could set up a program, helping people to convert, the more people we can get convert from wood and also from fuel oil to natural gas to make it as easy as possible.
- Mrs. Welch What is it going to cost to actually put the gas into my house? Mr. Britton with regards to the costs that conversion costs will range depending on whether it's a replacement burner on a newer style boiler from about \$2,500 to if you wanted to replace your complete boiler can be in the \$10,000 range. So it, it really varies by home.
- Mr. Clause is there a provision to help train local responders as well site specific in case there's an emergency? We do actually on every two years, we bring in the Texas A & M fire-fighting University and we invite all the local fire departments, uh, both in down near our liquefaction facility all along the route. In Fairbank's in North pole, they participate in a classroom training on LNG fire's natural gas.
- Mr. Cromer If I converted to the natural gas what would I do with my extra 200 gallons of heating oil? Mr. Britton it's one of the things we'll be working out as far as providing information to customers. The best way to deal with that is either consume it before you convert or it can be pumped out and you can sell it. We are contacting the ADC now to, to find the approved ways to deal with your buried oil tank, uh, so that we'll have that information available to our customers. I think there's a couple of approved ways where the, you can remove the tank or you can actually leave it in place once it's empty and fill it with sand. Don't hold me to that.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Fire Department, Deputy Chief Heineken

- Chief Coon is on leave and out of town this week
- Some recent personnel changes with the FD.
 - Engineer Matt Deatherage last shift will be on Jan 14th. Matt has accepted a job with Anchorage FD.

- Firefighter Michael Crane is being promoted to the rank of Engineer.
- Overhire Firefighter Calla Westcott has accepted a conditional offer for the open Firefighter position. Upon completion of all conditions she will be starting in late January or early February.
- New Years Eve structure fire on 5th avenue was the result of fireworks debris rekindle that spread to the structures siding. Crews arrived and extinguished the fire quickly.

Police Department

- No Report

Building Department, Bill Butler

- Mr. Butler is working with IGU, PDC and Cornerstone General Contractors to prepare permit for the LNG storage. Project estimate \$9 million or higher.
- Striker Loop, we will be putting in water, sewer and paved streets in. The plan is to have that finished by fall so that then in 2021 they'll actually start putting residences in place. With this particular project, there'll be putting stub outs so they won't have to excavate the road after they put it in place to do the water.
- Completed snow plowing.
- Alaska Petroleum our new fuel supplier started on January 1, 2020.
- PFAS continues to be a problem and monitoring continues using Pollen Environmental.
- North Pole Expansion Project there are about 450 eligible customers in zone 3 and 4 expansion. We have received 178 applications about 37% eligible customers have already signed up. Should be completed by February 2020
- Court ruling on Flint Hills with the State of Alaska was favorable to City of North Pole's case.
- Moose Creek Project went out on December 4, 2019 and due back December 17, 2019 we may need to extend that due to the Holiday.
- Air Force and EPA are trying to place covenant restrictions on the cooperative agreement to limit property owners from drilling wells, etc. The restrictions are very onerous. The feedback has been given for additional compensation be made to property owners to the Airforce for consenting to the desired covenants. We are waiting to hear back from the Air Force.
- Traditional water meters will be used and not the advanced water meters as hope for on the expansion project.

Finance, Tricia Fogarty

- Met with Gary Hutchinson about upcoming audit. Discussed any big changes in 2019 and determined Moose Creek was one of those.
- We received \$6,837 dollars of investment income from the AML investment pool.
- Set up new employees with Benefits and Flexible Spending Accounts.
- Worked on getting W-2 issued and things went perfectly and accounts balanced perfectly.

- Discussion of changing Fiscal Year start from Jan1 to December 31 to July1 to June 30 and Mr. Hutchison has agreed to lead us through that.

Borough Representative

None

City Clerk

None

ONGOING PROJECTS

None

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

- **Jay Loud** from Petro Star ask for 30 days from receipt to review and respond to proposed Ordinance 20-01. We are also concerned that the proposed language is not aligned with the EPA, a PFS action plan or the ADC, uh, technical memorandum issued on October, 2019. Further, the sampling methods pros in the ordinance are consistent with drinking water sampling, not the type of industrial wastewater discharge for which Petro Star is permitted for.

OLD BUSINESS

Mayor Welch introduced the ordinance

ORDINANCE 19-23, AN ORDINANCE AMENDING THE SALES TAX CODE 4.08.020 IMPOSITION OF RATE AND 4.08.020 SECTION C.

Public Comment:

Paul Brown For those of you I haven't met yet, my name is Paul Brown. I'm a co-owner and the Operations Manager of Santa Claus House. I'm not a city resident, however I do represent one of the largest property tax and sales tax paying businesses in North Pole.

I won't talk about the legality of this sales tax increase, you already know my opinion of that. I want to talk about a growing City budget and corresponding tax burden and the equitable sharing of that burden.

I would like to point out that for 36 years (1968-2003) a 3% sales tax rate was good enough for the city. Then for 2004, a supposedly temporary 4% sales tax rate was implemented. That was of course made permanent and apparently was only good enough for 13 years (2004-2016). Then it

went up again to 5%. Apparently that was only good enough for 3 years (2017-2019), and now you're looking for more. I've been before this Council every single time the rate was raised, saying the same thing. We've never been opposed to a sales tax. Sales tax is a good way to capture some revenue from those who are using the services provided by the city, but may not live in the city. We don't argue that.

However, as I've said every single time the sales tax rate was raised, the sales tax as it's currently structured puts the bulk of the city tax burden squarely on a handful of RETAILERS. I'm lucky that I have a destination business with no real direct competition, so it may impact my business slightly less, but it puts all the other North Pole restaurants and retailers at a competitive disadvantage when people can drive into Fairbanks to do their shopping and have more choices, lower costs, and no sales tax. That's assuming they're not already in Fairbanks every day for work, errands etc.

Back to the budget. The current budget puts: (Percentages rounded for simplicity.)

71% of the burden on Sales Taxes (65% general sales, 4% alcohol, 2% tobacco)

17% on fees, services, etc.

and only 10% on property taxes.

As far as I can tell, the only commercial development happening in the city is medical, dental, eyecare etc. which, justifiably so, is exempt from sales tax. I'm not here right now to talk about sales tax exemptions. Other than that, the primary development in North Pole we're seeing is residential, mainly multi-family.

So you're putting 71% of the tax burden on a handful of retailers. In my opinion that's not exactly equitable. I've heard it said in these chambers before, "We should follow the Wasilla model, all sales tax, no property tax." Well, Wasilla has hundreds of millions of dollars in development happening right now, and as a matter of fact, just lowered their sales tax. I wish we were that lucky.

Not only that, but you're essentially putting almost 3/4 of the city's "eggs in one basket." And it's not a large basket, nor is it growing. What happens if, God forbid, Safeway has a fire and has to shut down for 3 months to remodel? Where would that leave the city budget?

So how do you spread the tax burden out to make it just a little more equitable? Without raising fees for services, Property Tax is the only way to do that. Nobody likes to pay more than their fair share. I agree. As one of the largest landowners in North Pole, we don't want to either.

I'm not arguing for "more than a fair share" I'm simply arguing for a "fair share".

I've distributed to each of you some random samples of property tax mill rates from around the borough. You'll see that currently, city property owners pay lower property taxes than anywhere else in the borough.

The current effective mill rate for a City of North Pole property: 17.99 mills

This end of Badger Road (non-City): 18.784

Other end of Badger: 18.796

Random Moose Creek: 18.976 mills

Chena Ridge: 19.757

City of Fairbanks: 19.763

Random Salcha: 20.661

I live on Badger Road outside the city. I currently pay about 1 mill higher than the city rate. I have nothing but respect for North Star Volunteer Fire Department, but I know if I call them, they won't be at my house nearly as quickly as North Pole Fire Department would to a city property. I love the Troopers too but I know if I call the police, maybe if I'm lucky a Trooper might be in the area and could get to my house reasonably quickly. Not an issue for NPPD. I'm lucky if my road gets plowed a few times a year.

City residents are lucky to have one of the best police departments there is, and one of the best fire departments there is that will be to their house in about 2 minutes. City roads and sidewalks get plowed regularly. Yet, they pay a lower mill rate than anybody else in the borough. All the commercial properties in North Pole, who don't all contribute to the sales tax, but do benefit from city services, have a lower mill rate than anywhere else in the borough.

I've been lectured before that it isn't fair to put a heavier burden on city property owners to pay for a city government that is only as big as it is because of the people that come into the city and use the services and then leave.

My answer to that is that property tax mill rate has absolutely nothing to do with the size of the city budget whatsoever. It is not a percentage of the city's budget. The mill rate is a percentage of your property value. Period. And that's how we all pay a fair share for the services we receive.

I would encourage you to reconsider a sales tax rate increase, and consider a more equitable way to spread the burden. Will that raise my tax burden as a landowner? Yes. But it will also ensure that everybody, even those who don't pay sales tax but still benefit from city services, pays a fair share.

Thank you.

Mayor Welch introduced the ordinance

Mr. McGhee moved to adopt then amend ORDINANCE 19-23, AN ORDINANCE AMENDING THE SALES TAX CODE 4.08.020 IMPOSITION OF RATE AND 4.08.020 SECTION C. ORDINANCE 19-23, AN ORDINANCE AMENDING THE SALES TAX CODE 4.08.020 IMPOSITION OF RATE AND 4.08.020 SECTION C.

Mrs. Welch seconded the motion

Mr. McGhee moved to amend Line 40 Item C that states the maximum tax of any single transaction shall be \$16.50 that we scratch \$16.50 and put it at \$11.00, which goes in line with the .5 increase of the Mil rate and keep our max tax at \$11.00. That's my amendment.

Mr. Cromer Seconded the amendment.

Discussion

Mr. McGhee thought that we didn't need to run the \$16.50 because of discussions that he and the Mayor had. We're going to bring that back and we are going to raise the mill levy for the property tax and that will compensate for what we had anticipated.

Mayor Welch we will take a good hard look at our millage rate. Actually we have till June the 10th or 11th, somewhere in there to get that to the borough. So we'll take another look at that to see how we'll make up that difference. Um, and we'll do the bare minimum of what we need to do. I'm quite concerned that we have put things just right where we needed them. So knowing that we weren't able to achieve \$3.9 million in sales tax made me wonder how we were going to get there by going to \$4.11 million in sales tax. I know that we can't do it. A mill will get us approximately \$260,000. So we will look at that again

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE 19-20 AS FOLLOWS:

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

NO: 0

ABSTAIN: 0

Mayor Welch declared the MOTION CARRIED

Mayor Welch moved to have the Ordinance approved as amended

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE 19-20 AS FOLLOWS:

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

NO: 0

ABSTAIN: 0

Mayor Welch declared the MOTION CARRIED

NEW BUSINESS

RESOLUTION 20-01 A RESOLUTION CONSENTING TO AND APPROVING THE LOCATION OF INTERIOR ALASKA NATURAL GAS UTILITY (IGU) EXPANSION PROJECT FUNDED THROUGH THE ALASKA INDUSTRIAL DEVELOPMENT AND EXPORT AUTHORITY

Mayor Welch introduced the resolution

Mr. McGhee moved to introduce and adopt Resolution 20-01, Consenting to and approving the location of the Interior Alaska Natural Gas Utility (IGU) Expansion Project funded through the Alaska Industrial Development and Export Authority.

Mrs. Welch Seconded the motion

A ROLL CALL VOTE WAS TAKEN ON THE MOTION TO AMEND ORDINANCE 19-20 AS FOLLOWS:

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

NO: 0

ABSTAIN: 0

Mayor Welch declared the MOTION CARRIED

Mr. McGhee motion for a 10 minute break before going into Executive Session

Mr. Cromer Seconded the motion

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

Seconded by Mrs. Welch.

The regular meeting of Monday, January 6, 2020 adjourned at p.m.

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty Acting City Clerk

CITY OF NORTH POLE

ORDINANCE 19-23

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
AMEND TITLE 4, REVENUE AND FINANCE, CHAPTER 08, SALES
TAX, 4.08.020**

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

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

WHEREAS, the North Pole Municipal Code should be amended to reflect the change in law as voted on by the citizens; and

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

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

Section 2. Title 4 Revenue and Finance, Chapter 8, Sales Tax is hereby amended in the North Pole Code of Ordinances as follows: [new text in *italicized, underlined red font*; deleted text in ~~red strikethrough~~ font];.

4.08.020 Imposition of rate.

There is levied a tax equal to five and a half percent of the selling price upon buyers of all retail sales, and rentals made, and all services performed within the corporate limits of the City, unless specifically exempted in this chapter or a different tax rate is specifically set forth in this chapter.

- A. There is hereby levied an alcoholic beverage tax on the retail sale of alcoholic beverages equal to six percent times the selling price of all sales made within the City of North Pole.
- B. There is hereby levied an excise tax on the distribution of tobacco products brought into the City limits measured at the rate of ten percent times the wholesale price of such tobacco products.
2. It is the intent and purpose of this chapter to provide for the collection of the excise tax from:
 - a. A person who brings, or causes to be brought, tobacco products into the City limits from outside the City limits for sale; or
 - b. a person who ships or transports cigarettes or tobacco products to a retailer in the City limits for sale by a retailer.
 - c. retail tobacco sales are subject to the general sales tax rates as outlined in subsection E of this section.

- 39 C. The maximum tax on any single transaction shall be ~~\$16.50 sixteen dollars an fifty cents~~
40 ~~\$16.50~~ *\$11.00 eleven dollars*. Except on the retail sale of alcoholic beverages, wholesale
41 tobacco products, and the hotel-motel room tax, all of which shall not have any maximum
42 tax.
43 D. Vendors shall compute the tax on each sale by multiplying the price by the aggregate rate
44 of taxes for the type of transaction listed in this section. The computation shall be carried
45 out to three decimal places. If the result is a fractional amount of a cent, the calculated tax
46 shall be rounded to a whole cent using a method that rounds up to the next cent whenever
47 the third decimal place is greater than four.
48 E. Coin-operated machines shall remit five percent of the gross receipts derived from sales
49 using the following formula:

Receipts divided by 1.055 = Sales
Receipts minus Sales = Sales tax due

50
51 **Section 3.** Effective date. *This ordinance shall be effective at 12:00 a.m. on March 16th 2020.*
52

53 **PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this
54 _____ of February 2020.
55

56
57 _____
58 Michael W. Welch, Mayor
59
60

61 ATTEST:
62
63

64 _____
65 Tricia Fogarty Acting North Pole City Clerk

PASSED Yes: No: Absent:

Sponsored by: Mayor W. Michael Welch
Introduced: January 21, 2020

**CITY OF NORTH POLE
ORDINANCE NO. 20-02**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13,
PUBLIC SERVICES, CHAPTER 13.16.030 MULTIPLE WATER ACCOUNTS FOR A
SINGLE STRUCTURE**

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

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

WHEREAS, the North Pole Utility's goal is to provide its customers with a safe and dependable supply of drinking water; and

WHEREAS, the North Pole Utility is regulated by the Department of Conservation (DEC) which requires water utilities to implement backflow prevention policies to protect the safety of the water system.

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

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

Section 2. Title 13 is amended in the North Pole Code of Ordinances as follows:

13.16.030 Multiple water ~~meters~~ accounts for a single structure.

A. Definition of service connection and service line as according to the Alaska Department of Environmental Conservation (ADEC):

1. According to 18 AAC 80.1990 (133) "service connection" means a single building or structure that receives water for human consumption from a public water system; "service connection" includes a residence, school, hospital, clinic, office, restaurant, gas station, hotel, motel, washeteria, or watering point; "service connection" does not include mobile facilities; for purposes of this subsection, "mobile facilities" includes planes, boats, recreational vehicles, and tents.
2. According to 18 AAC 80.1990 (134) "service line" means the pipe works that extend from a water distribution main line to a single service connection.

1 3. A single customer connection serving multiple separate properties is classified as a water
2 main and is regulated by the ADEC and is considered a water main extension by the
3 North Pole Utility. ADEC requires a permit application; conducts a plan review before
4 issuing an approval to construct such a facility. The North Pole Utility requires a written
5 agreement approved by the City Council to construct such an extension to the utility
6 system. While ADEC approval is required, approval by ADEC does not guarantee or
7 constitute any approval of the City Council or North Pole Utility.
8

9 B. In buildings occupied by two or more ~~independent~~ *independently metered* water customers,
10 *other than multifamily residential dwellings*, shall be *classified as commercial water services*
11 *and each service account billed as such.* The water service to each customer must be individually
12 metered and adequately valved to permit disconnection of any customer without interrupting
13 service to the other customers in the building. Existing services that do not meet these
14 requirements will be disconnected, unless the owner of the building has done one of the
15 following:
16

- 17 1. ~~Entered into a written contract with~~ *The property owner shall have* a mechanical
18 administrator or plumber licensed by the State *of Alaska* ~~to~~ modify the water service to
19 meet the ~~following~~ requirements *described in sections a through h below as necessary.*
20 *These plumbing modifications require a Utility Tie-in Permit from the Utility.*
21
- 22 2. Has contracted to be the sole customer for the water service and has had a master water
23 meter installed to meter all water used in the building; or
24
- 25 3. Has entered into an agreement with the North Pole Utility to guarantee payment of all
26 water service into the building. (Ord. 18-30 § 2, 2018; Ord. 17-15 § 2, 2017; Ord. 16-16 §
27 2, 2016; Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.C, 1982)
28
- 29 a. All *commercial* plumbing connections installed to provide multiple metering from a
30 single master service line must comply with the City of North Pole *Service Line*
31 *Requirements for Water and Wastewater Commercial and Residential Structures* and
32 the provisions of the latest version of the Uniform Plumbing Code and amendments
33 adopted by the City. *Whenever there is a conflict between the City standards and*
34 *Uniform Plumbing Code and City-adopted amendments, the most protective*
35 *requirements shall apply. Commercial water services require a double check valve*
36 *assembly that is periodically inspected and certified by a professional licensed by the*
37 *State of Alaska. The periodic inspection is at the owner's expense and the inspection*
38 *report must be filed with the North Pole Utility.*
39

Commented [ZW1]: I would prefer that we state an actual frequency.

- 1 b. The property owner must submit a scaled *drawing of* the installation *attached to the*
2 *Utility Tie In Application. The drawing shall be drawn to* scale of no less than one-
3 half inch ~~equals~~ *equal to* one foot in the drawing of the water meter *installation*.
4
- 5 c. The property owner must install plumbing such that each dwelling unit receiving
6 water ~~services~~ *service* is plumbed separately.
7
- 8 *d. For each individual customer service—residential and commercial—in multi-metered*
9 *installations, an appropriate backflow prevention device must be located after the*
10 *water meter as indicated in the Service Line Requirements for Water and Wastewater*
11 *Commercial and Residential Structures.*
- 12 *i. Individual customer services in multi-metered installations that serve residential*
13 *customers typically only require a dual check valve located after the water meter*
14 *unless the Utility at its sole discretion determines that a different backflow*
15 *prevention technology is necessary.*
- 16 *ii. Individual customer services in multi-metered installations that serve commercial,*
17 *institutional or industrial customers require a double check valve assembly after*
18 *the water meter that is periodically inspected and certified by a professional*
19 *licensed by the State of Alaska. The periodic inspection is at the owner's expense*
20 *and the inspection report must be filed with the North Pole Utility.*
- 21 *iii. The North Pole Utility shall review the Utility Tie-In Application and at its sole*
22 *discretion shall make the determination of the connection type and the required*
23 *backflow prevention technology.*
24
- 25 *e. d.* Adequate space must be provided between individual water meters such that they
26 can be manually read by the North Pole Utility and there is adequate space to repair
27 or replace a meter.
28
- 29 *f. e.* The water meters must be in a heated secure location readily accessible by the
30 North Pole Utility.
31
- 32 *g. f.* The North Pole Utility shall inspect any multi-metered dwelling's utility
33 connections before authorizing the installation of water meters and before providing
34 water service to the dwelling.
35
- 36 *h. g.* Tampering with water meters is a violation of North Pole Municipal Code and
37 violation of these provisions may result in termination of individuals' water service or
38 termination of water service to the entire dwelling at the sole discretion of the North
39 Pole Utility. See NPMC 13.08.070(A) and (B); 13.12.060; 13.12.150; and
40 13.16.060(A).

Commented [ZW2]: Same as above

1
2 *i. h.* The service line from the water main to the water meters is the sole responsibility
3 of the property owner. (See NPMC 13.16.020(D).
4

5 ~~2. Has contracted to be the sole customer for the water service and has had a master water~~
6 ~~meter installed to meter all water used in the building; or~~
7

8 ~~3. Has entered into an agreement with the North Pole Utility to guarantee payment of all~~
9 ~~water service into the building. (Ord. 18-30 § 2, 2018; Ord. 17-15 § 2, 2017; Ord. 16-16 §~~
10 ~~2, 2016; Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.C, 1982)~~
11

12
13 **Section 3.** Effective date. This ordinance shall become effective immediately upon passage.
14

15 **PASSED** by a duly constituted quorum of the North Pole City Council this ____ day of
16 _____, 2020.
17

Michael W. Welch, Mayor

ATTEST:

Tricia Fogarty, Acting City Clerk

**CITY OF NORTH POLE
ORDINANCE 20-03**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING
THE 2020 OPERATING AND CAPITAL BUDGET AND LEVYING THE
MILL RATE**

WHEREAS, changes to the practices, regulations and policies is a continually changing requirements; and

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

WHEREAS, pursuant to Title 4 Revenue and Finance Chapter 08, sales tax, 4.08.020.; and

WHEREAS, fiscal notes have been reviewed by the Accountant and Mayor for accuracy; and

WHEREAS, The Budget is a living document that needs to be adjusted as needed to reflect actual conditions; and,

WHEREAS, The 2020 Budget now sets the Mill Rate at 2.999 Mills; and

WHEREAS, The 2020 Budget increases the sales tax rate from 5 percent to 5.5 percent.

WHEREAS, The 2020 Budget increases the maximum tax on any single transaction shall be \$11.00 eleven dollars.

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

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

PASSED AND APPROVED by a duly constituted quorum of the North Pole City Council this 3rd day of February 2020.

Michael W. Welch, Mayor

ATTEST:

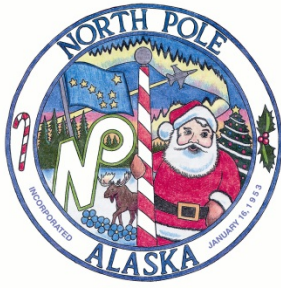
Tricia Fogarty, Acting City Clerk

PASSED/FAILED

Yes

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year:

Accompanying Ordinance/Resolution:

Originator / sponsor:

Date: _____

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

FUND	Account Description	Account #	Debit	Credit

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

Prepared By: _____ **Date:** _____

Finance Approval: _____ **Date:** _____

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



North Pole Police Department

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



January 9, 2020

To: Honorable Mayor Welch
North Pole Council Members

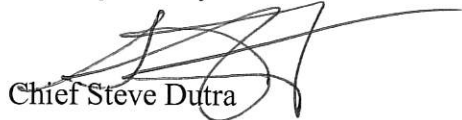
Re: Council approval Long Building Technologies bid for cameras
Amount of \$45,459.00

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

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

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

Thank you for your time.


Chief Steve Dutra

Section C
1A#103



Long live your building!

City of North Pole

125 Snowman Lane
North Pole, AK 99705

Attn: Steve Dutra

Date:	December 30, 2019
Proposal #:	APP19-00718R1
Expiration:	30 days from above date
Account Executive:	Pauline Powell
Contact Number:	(907) 550-2125

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

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

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

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

A. SCOPE OF WORK – SECURITY

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

3) **City Hall**

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

B. PRICE OF WORK (BUDGETARY NUMBERS ONLY)

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

C. MAINTENANCE AGREEMENT:

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

D. INCLUSIONS:

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

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

E. EXCLUSIONS:

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

F. PAYMENT OPTIONS:

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

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

AUTHORIZE	Accepted for:		Submitted by:	LONG
	Accepted by:		Submitted by:	Pauline Powell
	Title:		Title:	Security Account Executive
	Signature:		Signature:	<i>Pauline K. Powell</i>
	Date:		Date:	December 30, 2019

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

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

Terms and Conditions:

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

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

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



North Pole Police Department

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



January 8, 2020

To: Honorable Mayor Welch
North Pole Council Members

Re: Council approval to accept 2020 ICAC Agreement

I would like the council to approve the Internet Crimes Against Children Agreement for 2020. This is a joint agreement with the Anchorage Police Department to assist with investigations surrounding internet crimes against our most vulnerable population. We have participated in this agreement for many years and is a beneficial relationship.

The City Attorney has already reviewed the agreement and has given it a green light.

Thank you for your time.

Chief Steve Dutra

**MEMORANDUM OF AGREEMENT
BETWEEN THE NORTH POLE POLICE DEPARTMENT
AND THE ANCHORAGE POLICE DEPARTMENT**

1. **Parties.** This Memorandum of Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the **North Pole Police Department** hereinafter referred to as Member Agency, whose address is **125 Snowman Lane, North Pole, Alaska, 99705** and the **Anchorage Police Department**, whose address is **4501 Elmore Road, Anchorage, Alaska, 99507**.

2. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which law enforcement investigative entities in the State of Alaska will participate as member agencies in the Alaska Internet Crimes Against Children Task Force (AKICTF).

3. **Term of Agreement.** This agreement is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this Agreement and/or the governing bodies of the parties' respective boroughs or municipalities and shall remain in full force and effect until September 30, 2019, unless extended by the Department of Justice. This Agreement may be extended for a period of up to one year, commensurate with any extension of the federal grant program end date, and upon mutual consent of both parties by written amendment. This Agreement may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Investigative Responsibility.** Member Agency shall make every reasonable effort to comply with ICAC OPERATIONAL AND INVESTIGATIVE STANDARDS (revised 10/01/2018). Only sworn law enforcement personnel will conduct undercover Internet Crimes Against Children (ICAC) investigations. All investigators involved with ICAC undercover operations must receive appropriate training prior to initiating proactive investigations. Member Agency shall make investigators designated to AKICTF operations available for specialized training provided through the national ICAC and other applicable training programs.

Conduct reactive investigations where subjects are associated with Member Agency's jurisdiction, including investigations of child pornography, CYBERTIP referrals from the National Center for Missing and Exploited Children (NCMEC), Internet Service Provider and other law enforcement referrals, and other Internet Crimes Against Children related investigations. Cases may also be initiated due to documented public sources, direct observations of suspicious behavior, subject of interviews, public complaints, etc.

Conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, business and law enforcement communities and other individuals concerned with internet child safety issues. Presenters shall not discuss active investigative techniques and undercover

operations utilized by the AKICACTF. Confidential information pertaining to investigations will be held in the strictest confidence and will only be disseminated among the AKICACTF members or other law enforcement agencies where necessary or permitted by state or federal law.

The Member Agency will be responsible for operational supervision, administrative control and the professional conduct of its officers and agents assigned to the AKICACTF.

Provide investigators assigned to the AKICACTF a secured work area with controlled, restricted access to all equipment, software and investigative files. Allow assigned investigators access to all ICAC investigative files in order to ensure compliance with all national ICAC standards.

5. **Deconfliction** Member Agency shall deconflict all cases prior to investigative action using GridCop and ICACCOPS (Internet Crimes Against Children Child Online Protective Services) to prevent duplicating investigative efforts.

6. **Investigative Records and Statistical Reporting.** Member Agency shall record and document all undercover investigative and online activity in relevant case file and submit to the Anchorage Police Department.

Utilizing a link provided by the Anchorage Police Department, Member Agency shall update monthly statistics to the SmartSheet document assigned to the Member Agency on all ICAC investigations or other investigative operations pertaining to the sexual exploitation of children via the internet. These statistics shall be submitted in the appropriate format by no later than the 5th day of each month and shall include data on all investigations opened or closed, forensic investigations performed, subpoenas and court orders issued, training hours attended or taught, technical and investigative assistance provided to other agencies and community outreach provided in the reporting month.

Anchorage Police Department will compile monthly Member Agency reports and submit information directly to the Office of Juvenile Justice and Delinquency Prevention (OJJDP).

7. **Reimbursement.** Member Agency may seek reimbursement for equipment, supplies, travel and training that increase computer forensic capabilities and enhances the ability to investigate internet related cases. **All expenditures for which reimbursement will be sought must be approved in advance, in writing** by the AKICACTF Commander. To be eligible for FY2018 grant year funding, all **pre-approved reimbursement receipts** must be received by the Anchorage Police Department by no later than **30 days after the purchase or completion of travel, and no later than July 31, 2019.** Failure to meet deadlines may result in lack of reimbursement.

The North Pole Police Department will be eligible for reimbursement at the discretion of the AKICACTF Commander. The AKICACTF Commander will take into account the

following factors before granting approval: past performance, monthly statistics, and task force involvement. Reimbursement will only be granted for approved activities as outlined in the **FY2018 Internet Crimes Against Children Task Force Continuation Grant**.

7. General Provisions.

A. Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

B. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Alaska. The courts of the State of Alaska shall have jurisdiction over any action arising out of this agreement and over the parties, and the venue shall be the State of Alaska's Third Judicial District.

C. Entirety of Agreement. This Agreement, consisting of four (4) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and Agreements, whether written or oral.

D. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

E. Contractual Rights and Defenses. The **North Pole Police Department** and the **Anchorage Police Department** shall each fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

8. **Signatures.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

NORTH POLE POLICE DEPARTMENT

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANCHORAGE POLICE DEPARTMENT

Captain Joshua Nolder
Alaska ICAC Task Force, Commander

Date: _____

Justin Doll, Chief of Police

Date: _____

William D. Falsey, Municipal Manager

Date: _____

Signature: *Blair M Christensen*

Email: christensenbm@ci.anchorage.ak.us

Signature: *Rebecca A. Windt Pearson*

Email: rebecca.windtpearson@anchorageak.gov



North Pole Police Department



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

January 8, 2020

To: Honorable Mayor Welch and North Pole City Council

Re: 2020 Chena Lakes Contract for LEO services

Honorable Mayor Welch and Councilmembers,

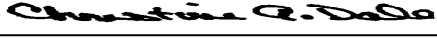
I have received this year's continuation contract for the Chena Lakes Corp Law Enforcement Services. This contract has been in place since the late 1980's and is a fantastic relationship which helps protect one of the areas most treasured assets. This contract pays for the services of one North Pole Police Officer to patrol and conduct law enforcement on the Chena Lakes Project property, excluding borough leased areas, barring any emergency.

We provide this officer and a patrol car between May 1st and September 31st each year. This 3 year contract agreement is new to the overall program since it covers multiple years. The contract has already been reviewed by the city attorney and is ready for your approval. This 2nd year is for \$86,919.66.

I would encourage the council to accept this and allow the Mayor to sign this contract.

Thank you for your time.

Chief Steve Dutra

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 26-Dec-2019		4. REQUISITION/PURCHASE REQ. NO. WC1JUW90873531		5. PROJECT NO.(If applicable)	
6. ISSUED BY U.S. ARMY ENGINEER DISTRICT, ALASKA CEPOA-CT-CW (W911KB) PO BOX 6898 JB ER AK 99506-0898		CODE W911KB		7. ADMINISTERED BY (If other than item 6) U.S. ARMY ENGINEER DISTRICT, AK CEPOA-CT (W911KB) PO BOX 6898 JB ER AK 99506-0898		CODE W911KB	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CITY OF NORTH POLE STEVE DUTRA 125 SNOWMAN LN NORTH POLE AK 99705				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. W911KB19P0013			
				X 10B. DATED (SEE ITEM 13) 03-Apr-2019			
CODE 3BZ20		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-9 Option to Extend the Term of the Contract							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: j4ct9rp920233 Exercising option year 1 for law enforcement at Chena Purchase Order W911KB-19-P-0013, is hereby modified as follows: a. Exercise Option Year 1 in the amount of \$86,919.66 b. See Summary of changes for all details. c. POC for this modification is Ron Perry phone: 907-753-2549							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHRISTINE A DALE / CONTRACTING OFFICER TEL: 907-753-5618 EMAIL: christine.a.dale@usace.army.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 04-Dec-2019	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from:

To:

REC1005-FY20 CHENA REC LAW ENFORCEMENT CCONTRACT [468947] --- PROJECT NO.: 468947

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ACCOUNTING AND APPROPRIATION

Summary for the Payment Office

CLIN 0002:

AB: 96X31230000 082431 25105J5G95072738 NA 96951 (CIN WC1JUW908735310002) was
increased by \$86,919.66 from \$0.00 to \$86,919.66

The contract ACRN AB has been added.

The CIN WC1JUW908735310002 has been added.

(End of Summary of Changes)

Memo

To: North Pole City Council

From: Fire Chief Coon

Date: 1/15/20

Re: request to accept Firehouse Subs Grant



The North Pole Fire Department requests authorization to accept a \$7,780.01 grant from Firehouse Subs to purchase a SCBA/respirator mask fit tester. The MOU was approved by the city attorney and there is no matching grant.

North Pole Fire Department has applied for and been awarded a grant from the Firehouse Subs Public Safety Foundation in the amount of \$7,780.01 to purchase an SCBA/respirator mask fit tester.

Firehouse Subs opened a location on the Old Steese Hwy in Fairbanks two years ago and many North Pole residents frequent the restaurant. Firehouse Subs offers customers the option to donate to the Firehouse Subs Public Safety Foundation that provides equipment to local emergency response agencies. Working with the management of the Old Steese Hwy store North Pole Fire Department has requested funding to purchase a SCBA/respirator mask fit tester.

Firefighters must work in atmospheres that have smoke or chemicals in the air that are dangerous if inhaled. These hazardous conditions are best described by the term "immediately dangerous to life and health" (IDLH). Our firefighters are well trained and prepared to work in IDLH atmospheres. Respiratory fit testers are a vital piece of equipment used to test each firefighter for proper face to mask seal while wearing respiratory protection and ensuring that they will not be exposed to harmful substances while working inside of an IDLH atmosphere.

This grant offers 100% funding with no monetary match from the City. They only ask for participation in a public relations announcement so the community may be informed that life safety equipment from the foundation has been received and will be used by a local fire department.

The foundation's procurement procedure is to submit a check to the fire department for the amount of the purchase. The fire department then makes the purchase and provides the foundation with verification of the purchase.

Fire Chief:

Geoffrey L. Coon

Geoff Coon

From: Zane Wilson <zane@alaskalaw.com>
Sent: Tuesday, January 14, 2020 1:49 PM
To: Geoff Coon
Cc: Niki Lightly
Subject: RE: MOU Signature Needed- North Pole Fire Department

Hello Chief:

Good news. I have reviewed and approve.

Happy New Year.

Zane

From: Geoff Coon
Sent: Tuesday, January 14, 2020 9:56 AM
To: Zane Wilson <zane@alaskalaw.com>
Subject: FW: MOU Signature Needed- North Pole Fire Department
Importance: High

Zane:

The Fire Department received a mini grant from Firehouse subs for a SCBA Fit Tester. I am looking for approval for the city to sign the attached MOU so a check can be cut directly to the city for purchasing. You can disregard the ACH credit authorization attachment as it does not apply. A fit tester is the machine that we use to check our mask seal and make sure our members have the right fitting face piece. This will replace our 20 year old one. Time is of the essence as I will place it on new business for the January 21st council meeting. please let me know if this agreement is approved.

Geoffrey Coon
Fire Chief
North Pole Fire Dept.
907-488-2232 WK
907-687-1969 Cell

From: Procurement <procurementfoundation@firehousesubs.com>
Sent: Friday, January 10, 2020 11:32 AM
To: Chad Heineken <CHeineken@northpolefire.org>; Geoff Coon <GCoon@northpolefire.org>
Cc: Procurement <procurementfoundation@firehousesubs.com>
Subject: MOU Signature Needed- North Pole Fire Department
Importance: High

Hi Chad and Geoff,
Our Foundation has elected to submit a check to your organization for you to directly purchase the equipment per your approved grant request, and the attached approved quote. Please review & sign the attached memo of understanding (MOU) within 10 business days and return it to procurementfoundation@firehousesubs.com or by fax (904) 886-2111. Once we receive your signed copy, we will add our signature and return it to you.



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

January 10, 2020

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award a check to **North Pole Fire Department, NORTH POLE, AK** for **\$7,780.01** to be used toward the direct purchase of **One Respirator Fit Tester**.

North Pole Fire Department Responsibilities

1. A check will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request. If there is a change in either information, you must submit a W-9
2. If the mailing address where the check needs to be sent differs from the address on the submitted grant application, please email the Foundation with the correct mailing address
3. **Confirm Receipt of Check** by emailing procurementfoundation@firehousesubs.com
4. **Purchase** the *approved* equipment on Quote #A210041, from Arctic Fire & Safety
5. **Verify Purchase** by providing Firehouse Subs Public Safety Foundation with one of the following:
 - Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s) **OR**
 - A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
6. **Confirm Receipt of Equipment** by providing Firehouse Subs Public Safety Foundation with ALL SIGNED and DATED packing slips
7. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation
 - Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - Return Excess Funds to Firehouse Subs Public Safety Foundation within 90 days of purchase to Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
8. If purchases exceed funding, **North Pole Fire Department** is responsible for the additional amount

VERY IMPORTANT: Deadline for submitted documentation is April 30, 2020.

Firehouse Subs Public Safety Foundation

Date

North Pole Fire Department Representative

Date

North Pole Fire Department Representative Name (Print)

Date