



CITY OF NORTH POLE
Regular Meeting
July 5, 2022
Via Zoom
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Tuesday, July 5, 2022
Committee of the Whole: 6:30 PM
Regular City Council Meeting: 7:00 PM

MAYOR

Michael Welch
907-488-8584

CITY CLERK

Melissa Dionne
907-488-8583

COUNCIL MEMBERS

Santa Claus – Mayor Pro Tem	907-388-3836
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Aino Welch – Alt. Deputy Mayor Pro Tem	907-488-5834
David Skipps	907-750-5106
Jeffrey Jacobson	907-460-7733
Anton Keller	907-987-2548

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Invocation
4. Approval of Agenda (Pgs. 1-2)
5. Approval of the Minutes from 6/20/2022 (Pgs. 3-8)
6. Communications from the Mayor
7. Council Members Questions of the Mayor
8. Communications from Department Heads, Borough Representative, and the City Clerk
9. Ongoing Projects Report
10. Citizens Comments (Limited to five (5) minutes per Citizen)
11. Old Business

- a. Ordinance 22-13, An Ordinance of the City of North Pole to Fund Shannon & Wilson's Proposal for the PFAS Clean Up Described in the 2022 Work Plan (Pgs. 9-15)

12. New Business:

- a. Ordinance 22-14, An Ordinance of the City of North Pole to Adjust the Budget to Purchase Essential Police Equipment (Pgs. 16-19)
- b. NPFD Request to Dispose of Asset via Auction (Pg. 20)
- c. Request for Permission to Set Up an Online Retail Store (Pgs. 21-27)

13. Council Comments

14. Adjournment

How to Offer Public Testimony at Council Meetings

Written testimony is encouraged. You may submit your comments by calling the Clerk's Office at 907-488-8583 or by sending an email to MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate which agenda item you are providing written testimony for. Examples: Ordinance or Resolution number, agenda item#, or description of subject.

To sign-up for **telephonic testimony** call the Clerk's Office at 907-488-8583 or email MDionne@northpolealaska.org prior to 1:00 p.m. the day of the meeting. Please indicate that you wished to be called, for what item you will provide testimony on, and what number you can be reached at.

All NPCC meetings are held virtually. We are live streaming to the City of North Poles' Facebook page and the recording will be available the next day on the City of North Poles' YouTube channel.

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



Committee of the Whole – 6:30 P.M.
Regular City Council Meeting – 7:00 P.M.

A regular meeting of the North Pole City Council was held on Monday, June 20, 2022, via Zoom.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Monday, June 20, 2022, to order at 7:00 p.m.

Present:

Michael Welch – Mayor
Santa Claus - Mayor Pro Tem
Aino Welch – Alternate Deputy Mayor Pro Tem
Anton Keller
Jeffrey Jacobson
David Skipps

Absent/Excused:

DeJohn Cromer - Deputy Mayor Pro Tem

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Jeffrey Jacobson

APPROVAL OF AGENDA

Ms. Welch *moved to* approve the agenda of June 20, 2022

Seconded *by* Mr. Skipps

Ms. Welch *moved to* amend the agenda of June 20, 2022 to consent the following items:

New Business:

- a. Ordinance 22-13 An Ordinance of the City of North Pole to Fund Shannon & Wilson's Proposal for the PFAS Clean Up Described in the 2022 Work Plan
- b. Request to Accept the 22/23 EMS Contract with the Fairbanks Northstar Borough
- c. Request for Back Compensation for Employees' Use of Bridge Health

Seconded *by* Mr. Jacobson

On the amendments

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Jacobson, Skipps, Welch

No: 0

Absent: 1 - Cromer

On the agenda as amended

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Jacobson, Skipps, Welch

No: 0

Absent: 1 - Cromer

APPROVAL OF MINUTES

Mr. Claus *moved* to approve the minutes from the 6/6/22 meeting

Seconded *by* Mr. Skipps

DISCUSSION

None

PASSED

Yes: 7 – A. Welch, Claus, Keller, Jacobson, Skipps, Welch

No:

Absent: 1 - Cromer

COMMUNICATIONS FROM THE MAYOR

- The Mayor reported that on June 7th he was a guest out at Eielson AFB, along with Ms. Welch. Also that day he, along with Ms. Welch met with Deputy Counsel General Vincent and the Senior Economic Advisor Walters from the Kingdom of the Netherlands. Mr. Bernie Karl hosted them at the hot springs to talk and tour the ice hotel and greenhouse facilities. They were in City Hall the next day along with Mr. Wallace and later at the Pagoda talking greenhouse technologies.
- On June 14th, he met with the principal investors at A2Z Inc. (a2zreinc.com) to talk about Brookside Park and the City of North Pole. They were here at the request of 3 Bears, they represent restaurants like IHop and Krispy Kreme donuts, as well as stores like Dollar General as well as some extended stay hotels. They are looking at a few businesses that could work with 3 Bears and share the land lot in a landlord/tenant situation.
- During that meeting they received a call from the principal at Latitude 63, they are moving forward to taking over the developers agreement for tracks D and E. He thanked the borough community planning employees Kellen Spillman, Melissa Killner and George Stephan for showing Chip Anderson with Latitude 63 what he can and cannot do on those lots. Latitude 63 is anxious to get moving on the project and was buying new equipment to start on the project. Latitude 63 has been working with Mr. Wallace and the Utilities department closely on the project.

- On June 19th, he was out at the restaurant at the golf course in Fairbanks, the Greens, meeting with the Executive Observers Program with about 15 foreign duty officers hosted by the Pacific Air Forces in recognition of their participation of Red Flag.
- We have been getting a lot of phone calls from citizens and now Veterans groups about the state of the flag that is flying at the McKinley Orthopedic building. The mechanism inside the pole to take the flag down is broken and parts are on order for it, they are aware of the issue and are going to remedy it as soon as possible. The flag does not belong to the city and there is nothing that the City can do against private property owners in cases like this.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- Mr. Jacobson asked about the duplexes that are being built in Brookside park and how big they are.

The Mayor said that he believes that the duplex in track E will be 2 bedrooms, the 14 or so houses in track D will be single family homes and then there will be 2 and 3 bedroom townhomes.

Mr. Wallace also spoke about Latitude 63 and the project. There are a very details to be worked out as far as the infrastructure impacts (services and traffic), but that Latitude 63 is all on board with the project and the borough was very supportive in the project.

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- Chief Dutra was traveling tonight and couldn't be with us.

Fire Department, Chief Heineken

- Chief Heineken could not be with us tonight.

Finance

- Ms. Fogarty gave an update to the Council on the audit. Things are getting wrapped up, they have a meeting on Wednesday with the representatives to discuss it. Because things couldn't be wrapped up by this meeting that she will get the Council the financials by the end of the month and then have the presentation of the audit at the next meeting on July 5th.

The Mayor asked for financials for the next meeting, specifically the sales tax info and the AMLLP account and the rate of return that we are getting.

Director of City Services, Danny Wallace

- Mr. Wallace let everyone know that he did attend the PFAS talks that were hosted at the Two Rivers Fire dept. he said that the News Miner had a good article about it.
- He has been working with Moose Creek reporting requirements for the water expansion getting them turned in. He met with Respect (formerly PDC) and HC Contractors today and talked about the project and concerns. The project is on track, but there have been some delays on acquiring some of the hardware.

- He has been conducting interviews with the Utility Supervisor and Ms. Glab for the Utility Assistant position that they are hiring for. They hope to decide this week.
- Mr. Wallace said that he is feeling more and more comfortable with the position and is learning more everyday and things are becoming less new.

The Mayor asked Mr. Wallace to relay to Council what they resolved to do about the snow removal contract with HC.

- Mr. Wallace said that he had a conversation with HC Contractors and they settled at a total for the bill at \$413,280.

The Mayor thanked Councilmen Skipps and Jacobson for the information that they provided him to help them come up with a total of snow removed and work through this issue with HC.

Human Resources, Ellen Glab

- Interviews went well for the utilities assistant position. We had four interviews last week. I expect to hear back from the utility department later this week on their choices for the next step in the process.
- Open enrollment finished up last week and I will have a report from Risk sometime in the next week on how that went.
- She is working with Ms. Dionne on fine-tuning the rewards for the Healthy Merits program so that we can have that ready for rollout on July 1st.
- I have continued to work on updating the Job Descriptions and working on the policy manual as time allows, we are planning on having another meeting shortly. Once everyone has a moment to catch up from the summer events and it is coming along nicely, I believe.
- I have also been working on updating forms as needed for different areas and trying to make them capable of being fully digital without changing too much from what everyone has become used to.

The Mayor asked if Ms. Glab if the procedures for interviews are getting more streamlined and effective and efficient.

- Ms. Glab said that yes she believes so. She said that the department heads have been encouraged in the way that the process has been set up. Everyone is now working on a similar process, instead of everyone doing their own thing.

Borough Representative

- Ms. Welch attended the meeting via zoom on the 9th of June.
- Mayor Ward reported on the meeting regarding the Two Rivers Volunteer Fire Dept on June 29th in Two Rivers, the start of the summer reading program, challenges the borough is facing with hiring for summer hires, the new skate park ground breaking, the Moose Creek Dam tour set for July 29th, the complete road plan is almost ready for public comment and let everyone know that the van-tran and busses are limited due to staffing issues.

- Mayor Ward wrote a memorandum for appointments to Karen Fox to the Historic Preservation Commission and for Patrick Burda to the Parks & Rec Commission.
- There will be a lot of open elected official position in the borough and Cities of Fairbanks and North Pole, as well as open commission positions, please contact your local City Hall for additional information.
- The school district is working on their budget and reassigning staff and students after school closures.
- The borough will be leasing a space to set up a more efficient recycling program as well.
- An Ordinance passed authorizing waiving of fees for animal boarding during operational closures.

The Mayor asked if the idea of having a dedicated bus service (outside of van-tran) to North Pole or the beautification project had come up at the meeting.

- Ms. Welch said that no it did not.

City Clerk's Office, Melissa Dionne

- Ms. Dionne thanked the Council for the Professional Development training that she just returned from, as well as for accepting the website proposal with Revize. She shared that she is excited to implement a few changes that she learned at the training as well as to get going on the website.
- She said that she has been working with Ms. Glab with the new Healthy Merits program roll out.

Th Mayor asked if we had heard from Mr. Packee on the PFAS soil samples from the Jack Howard property.

- Ms. Dionne said that she has not heard anything.

ON GOING PROJECTS

- Howard Rixie, with the NPCCC, was with us to talk about the Firecracker Run over the 4th of July weekend, as well as about the details/ideas of the new Visitor Center that the North Pole Community Chamber of Commerce is working on.
- Jennifer Hughes, with the Grange, was with us to talk about the 4th of July Fesitval. There will be venders and food trucks, as well as fun things for kids along with live music and door prize drawings.

Mr. Jacobson *moved* to Suspend the Rules until 8:30pm to take a break

Seconded *by* Mr. Claus

Mr. Jacobson *moved* to reconvene at 8:31pm

Seconded *by* Ms. Welch

CITIZENS COMMENTS – (Limited to Five (5) minutes per Citizen)

- Elizabeth Holm was with us to thank the Mayor and NPPD for their help recently.

COUNCIL COMMENTS

- Mr. Jacobson let everyone know that he struggled a little with the new bill pay system that the city is using for water bills. He was 2 months late before he caught up with it and wondered how many others got caught up in the same thing. He welcomed Mr. Wallace is happy he is on board and knows that he has

been very busy and thanked him for helping with the solution with HC and the snow removal that was done in April. He thanked everyone for the hard work on updating codes and policies and feels that it is positive that we are retroactively giving employees money as a thank you for saving the city money. He believes that it speaks that we value our employees and feels that it will go a long way to retaining employees and attracting good people to the city. He wished everyone a happy 4th of July.

- Mr. Keller said that he did the same thing with his water bill as Mr. Jacobson so he understood. He said that Ms. Holm's testimony tonight struck a chord with him tonight. North Pole is small community, and he is privileged and humbled to a part of the community. He said he feels that the leaders that we have in the city aren't just the ones shining out in front, they also have their boots on the ground getting stuff done. He wished everyone a happy Fourth of July. He said he feels like it is a great time to celebrate our freedoms and everything that has happened in the past and what is upcoming in the future for the City of North Pole.
- Ms. Welch talked about the situation with the vagrant that the NPPD dealt with recently. She said that she appreciates everything that the employees do for the city and that the flowers in the roundabouts and around City Hall that the Public Works summer hires have been working on are looking great. The carpet in the chambers and paint on the walls also look good. She asked Mr. Jacobson to meet her in the City Hall on Friday to help get the chambers situated.
- Mr. Skipps reminded everyone to stay safe and to be mindful of people riding motorcycles.
- Mr. Claus wished everyone a happy Fourth of July and reminded everyone to be mindful of the fire danger over the weekend as well as of the people and animals who have issues with the fireworks noises. He let everyone know that if they are going to be at the Forth of July festival that he will be there judging the watermelon eating contest.
- The Mayor thanked Ms. Glab for all her hard work in her almost 90 days that she has been with us. He said having someone in her position has been a needed in the city for a long time. He also thanked Mr. Wallace, he said that he knew he was a go getter before he was even hired because he was the only person to ever give us his interview question answers in writing before the interview even happened. He let everyone know that Mr. Wallace will be traveling at the end of July for a pre-arranged trip. He gave a thank you to Mr. Claus for putting his hat in the ring for the vacant senate seat here in Alaska, he had a very good showing and was high ranked in a race with many participants. The Mayor said that he feels the city is at a crossroads and reminded everyone that the community is vital to the future of the arctic and the future of the armed forces. He asked that people remember what we are really celebrating as we go into the Fourth of July and that the only way we can have the best country is for everyone to do their best, day in and day out.

ADJOURNMENT

Ms. Welch *moved* to adjourn

Seconded *by* Mr. Jacobson

The regular meeting of Monday, June 20, 2022 adjourned at 8:56 p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, June 20, 2022.

ATTEST:

Melissa Dionne, City Clerk

**CITY OF NORTH POLE
ORDINANCE 22-13
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO FUND
SHANNON & WILSON'S PROPOSAL FOR THE PFAS CLEAN UP
DESCRIBED IN THE 2022 WORK PLAN**

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to pay for services to be provided by Shannon & Wilson at a cost of \$103,326 for the clean up of PFAS detected at the site of the North Pole Fire Department at the request of the Alaska Department of Conservation and outlined in the 2022 Work Plan.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF July 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



March 7, 2022

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

RE: PROPOSED SCOPE OF SERVICES, 2022 PFAS SITE ASSESSMENT, NORTH POLE FIRE DEPARTMENT, NORTH POLE, ALASKA

Dear Chief Heineken.:

Shannon & Wilson is pleased to submit this proposal and cost estimate for the implementation of the work described in our 2022 Work Plan approved by the City of North Pole on January 31, 2022, and by the Alaska Department of Conservation (DEC) on February 15, 2022.

We understand DEC requested the City of North Pole complete additional site assessment following reported detections of per- and polyfluoroalkyl substances (PFAS) at and near the NPFDF. We have prepared this proposal in response to your request to continue site assessment activities near the City of North Pole Fire Department (NPFDF). This proposal requests funding to implement the activities described in the 2022 Work Plan.

The purpose of the proposed site assessment activities will be to continue to monitor PFAS contamination on- and off-site in soil and groundwater near the NPFDF and evaluate the approximate extent of the PFAS plume resulting from the historic use of aqueous film-forming foam (AFFF) by the NPFDF. We note that forensic analyses have been added to assist in future assessments of combined plumes. We understand there is PFAS contamination in the area downgradient of the NPFDF that may be the result of fire-fighting activities at the former North Pole Refinery. The purpose of the proposed soil site characterization activities will be to investigate the horizontal and vertical extent of PFAS soil contamination at the NPFDF. This information will be used to guide future remediation efforts.

Based on recent discussions DEC and the City of North Pole our scope of services will include:

- installation and sampling of a monitoring well nest at the northwest corner of the NPFDF property (Figure 1);



LEGEND

Proposed Surface Soil (First Event)

Proposed Soil Boring* (Second Event)

North Pole Fire Station Property Boundary

* Soil boring locations may change in response to surface soil results

North Pole Fire Department PFAS
North Pole, Alaska

PROPOSED SITE CHARACTERIZATION SAMPLE LOCATIONS

March 2022 103869

SHANNON & WILSON, INC.
GEOTECHNICAL AND ENVIRONMENTAL CONSULTANTS
Figure 2

Star Electric (secondary utility locate)

Lump Sum	\$140.00 /hr	4 hrs	\$560
		S&W Fee	\$84
			Star Electric Total
			\$644

GeoTek Drilling MW Installation and Temporary Well Points

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	2 days	\$9,000
Per Diem	\$500.00 /day	2 days	\$1,000
MW Surface Completion	\$1,125.00 /well	2 wells	\$2,250
		S&W Fee	\$1,988
			GeoTek Total
			\$15,238

GeoTek Drilling Soil borings

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	3 days	\$13,500
Per Diem	\$500.00 /day	3 days	\$1,500
		S&W Fee	\$2,400
			GeoTek Total
			\$18,400

Disposal**US Ecology**

Labor	\$300.00 /event	1 event	\$300
Equipment-flatbed Truck	\$57.00 /hour	3 hour	\$171
Documentation and Fees	\$563.05 Total	1 total	\$563
Waste Water Disposal	\$395.00 /drum	4 drums	\$1,580
Waste Soil disposal	\$307.00 /drum	2 drums	\$614
Transport	\$276.00 /ea	1 ea	\$276
	S&W Fee		\$237
			US Ecology Total
			\$3,741

Analytical Laboratory Analyses**Subcontract - Eurofins Analytical - PFAS Soil- 13 surface soil + 2 QC; 63 subsurface + 7 QC**

Soil				
PFAS	\$325.00 /test	85 ea	\$27,625	
		S&W Fee	\$4,144	
			Eurofins Total	\$31,769

Subcontract - Eurofins Analytical - PFAS water testing - 11 Primary & 3 QC Samples

35 PFAS, method 537.1M	\$325.00 /test	10 ea	\$3,250
linear/branched isomers addition	\$50.00 /test	10 ea	\$500
Water Supply wells			
25 PFAS by Method 533	\$350.00 /test	4 ea	\$1,400
		S&W Fee	\$773
			Eurofins Total
			\$5,923

PROJECT TOTAL \$106,097

Chief Chad Heineken
City of North Pole Fire Department
March 7, 2022
Page 3 of 3



Sincerely,

SHANNON & WILSON

A handwritten signature in black ink, appearing to be 'Amber Masters', written over a horizontal line.

Amber Masters
Environmental Scientist

Enc. Figure 1: Proposed Sample Locations
 Figure 2: Proposed Site Characterization Sample Locations
 Project Cost Estimate

Proposal: 103869-P
 Date: Jun 2, 2022
 Client: North Pole Fire Department
 Project: NP Fire Department PFAS
 By: arm

Project Cost Estimate

	Rate	Quantity	Subtotal	Total
Task 1-Coordination and Project Management				
Associate	\$180.00 /hr	8 hrs	\$1,440	
Project Manager	\$110.00 /hr	40 hrs	\$4,400	
			Task 1 Total	\$5,840
Task 2 - Monitoring Well Installation and Development				
2 Monitoring Wells				
Engr/Geo/ Scientist III	\$110.00 /hr	10 hrs	\$1,100	
Engr/Geo/Scientist II	\$95.00 /hr	22 hrs	\$2,090	
Vehicle 4WD	\$185.00 /event	3 days	\$555	
Equipment and Supplies	\$1,628.00 /event	1 event	\$1,628	
			Task 2 Total	\$5,373
Task 3 - Soil Boring Sample Collection (Note: drilling costs are included in GeoTek subcontract below)				
Engr/Geo/ Scientist III	\$110.00 /hr	4 hrs	\$440	
Engr/Geo/Scientist II	\$95.00 /hr	30 hrs	\$2,850	
Vehicle 4WD	\$185.00 /day	3 days	\$555	
Equipment and Supplies	\$800.00 /event	1 event	\$800	
			Task 3 Total	\$4,645
Task 4- Surface Soil Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	10 hrs	\$1,100	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$60.00 /event	1 event	\$60	
			Task 4 Total	\$1,345
Task 5- Groundwater Sample Collection (Existing monitoring wells and TWP's)				
Engr/Geo/ Scientist III	\$110.00 /hr	16 hrs	\$1,760	
Associate	\$180.00 /hr	2 hrs	\$360	
Vehicle 4WD	\$185.00 combined v	2 days	\$370	
Equipment and Supplies	\$800.00 /event	1 event	\$800	
			Task 5 Total	\$3,290
Task 6- Water-supply Well Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	8 hrs	\$880	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$100.00 /unit	1 unit	\$100	
			Task 6 Total	\$1,165
Task 7- Surface water Sample Collection				
Engr/Geo/ Scientist III	\$110.00 /hr	4 hrs	\$440	
Vehicle 4WD	\$185.00 /day	1 day	\$185	
Equipment and Supplies	\$100.00 /day	1 days	\$100	
			Task 7 Total	\$725
Task 8 - Reporting (includes data validation)				
Officer	\$240.00 /hr	2 hrs	\$480	
Associate	\$180.00 /hr	8 hrs	\$1,440	
Project Manager	\$110.00 /hr	60 hrs	\$6,600	
			Task 8 Total	\$8,040

Subcontracts
Drilling

Star Electric (secondary utility locate)

Lump Sum	\$140.00 /hr	4 hrs	\$560
		S&W Fee	\$84
			Star Electric Total
			\$644

GeoTek Drilling MW Installation and Temporary Well Points

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000	
Drilling Rate	\$4,500.00 /day	2 days	\$9,000	
Per Diem	\$500.00 /day	2 days	\$1,000	
MW Surface Completion	\$1,125.00 /well	2 wells	\$2,250	
		S&W Fee	\$1,988	
			GeoTek Total	\$15,238

GeoTek Drilling Soil borings

Mobilization/Demobilization	\$1,000.00 /trip	1 trip	\$1,000
Drilling Rate	\$4,500.00 /day	3 days	\$13,500
Per Diem	\$500.00 /day	3 days	\$1,500
		S&W Fee	\$2,400
			GeoTek Total
			\$18,400

Disposal**US Ecology**

Labor	\$300.00 /event	1 event	\$300
Equipment-flatbed Truck	\$57.00 /hour	3 hour	\$171
Documentation and Fees	\$684.93 Total	1 total	\$685
Waste Water Disposal	\$395.00 /drum	4 drums	\$1,580
Waste Soil disposal	\$307.00 /drum	2 drums	\$614
Transport	\$276.00 /ea	1 ea	\$276
		S&W Fee	\$237

Analytical Laboratory Analyses**Subcontract - Eurofins Analytical - PFAS Soil- 13 surface soil + 2 QC; 63 subsurface + 7 QC**

Soil				
PFAS	\$295.00 /test	85 ea	\$25,075	
		S&W Fee	\$3,761	
			Eurofins Total	\$28,836

Subcontract - Eurofins Analytical - PFAS water testing - 7 groundwater + 1 QC; 1 Surface water +1 QC; 3 water**Groundwater and surface water**

35 PFAS, method 537.1M	\$325.00 /test	10 ea	\$3,250
linear/branched isomers addition	\$50.00 /test	10 ea	\$500
Water Supply wells			
25 PFAS by Method 533	\$350.00 /test	4 ea	\$1,400
		S&W Fee	\$773
			Eurofins Total
			\$5,923

PROJECT TOTAL \$103,326

**CITY OF NORTH POLE
ORDINANCE 22-14
AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO
ADJUST THE BUDGET TO PURCHASE ESSENTIAL POLICE
EQUIPMENT**

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of North Pole that it approves changes as listed in the attached fiscal note to pay for essential equipment for the North Pole Police Department.

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

Section 2. Effective date.

This ordinance shall become effective immediately upon passage.

ADOPTED THE ____ DAY OF July 2022.

Mayor: Michael W. Welch

ATTEST:

Melissa Dionne, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:



City of North Pole, Alaska

Fiscal Note Year: 2022

Ordinance: 22-14

Originator/Sponsor: Chief Dutra

Date: June 29, 2022

Does the Ordinance or Resolution have a fiscal impact? **Yes**

Fund- Dept. Title	Account Description	Account #	Debit	Credit
General Fund	Equipment Outlay	01-53-9-9050	20,911.00	
General Fund	Travel & Training	01-53-5-5100	5,000.00	
General Fund	Wages: Full Time	01-53-1-0010		25,911.00

Prepared By: Tricia Fogarty **Date:** June 29, 2022

Finance Approval: Tricia Fogarty **Date** June 29, 2022



North Pole Police Department



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

June 27, 2021

To: North Pole City Council

Re: Budget adjustment for essential equipment in the amount of \$21,000.00.

Honorable Mayor Welch and Councilmembers:

The recent events in Uvalde, Texas have thrown the debate on whether breaching tools should be part of the standard equipment issued to LEO's while on patrol. Although the door, did appear to be unlocked, but unchecked, it still raises the question of preparedness. NPPD is very prepared and trained to respond to active killer events. But we have some minor improvements to make to make us the most prepare.

Once I found heard about the breaching "problem" question from Uvalde, TX, I started working with our tactical officers to come up with a solution. One that would help us in a crisis to open doors NOW! We have calculated that outfitting patrol officers would be approximately \$10,000.00. This will get us breaching tools and bags to carry them. When you need them, seconds count!

The second item which needs to addressed is the deployment of the new Taser 7. I spoke to the council about the "new technology," and unfortunately, I was not educated on the product, nor had I used the product. Once I sat through the training and actually used the T7, I was amazed at the new technology. These new systems, over their rival, which we purchased 4 years ago, is leaps and bounds beyond the old technology.

The new Taser 7's has a better cycle rate, which makes the Taser many times more effective against muscle disruption. The dual cartridge functions are a significant advancement as well. Many officers do not like to carry two cartridges because it is bulky and cumbersome, and the protective plates fall off. The new T7 has all this built in along with the new laser targeting system. The cost of replacement for the entire department is \$38,308.50. This will be spread of 5 years. I am asking for a budget boost, of \$7,661.00 to Equipment Outlay from Wages: Full Time, to cover this initial year's cost and will budget accordingly next year.

Lastly, positional asphyxiation, having seen the problems across the nation with department poorly trained to handle combative individuals who may or may not be under the influence, has brought this discussion to our doorstep. These situations require careful handling and transporting tactics to safely resolve these interactions. We have found a solution called "the Wrap." This device allows two people to carefully restrain an individual, so they won't hurt themselves, the officers, or others during the transportation to the hospital or jail facility. We believe the most effective way for us to have enough,

to complete the task, is if we purchase 2 devices. At \$1,574.12 each this will add an additional \$3,248.24 to the request. This will give us one to have mobile and one at the station that may be retrieved by the fire department if needed on scene for a peace officer.

The North Pole Police Department has experienced significant hiring shortfalls which has generated unexpected surplus of unspent funds in our Wages: Full Time GL and we would like to ask the council to approve the movement of funds in the amount of \$21,000.00 from Wage: Full Time to Equipment Outlay 01-52-9-9050, so that we may purchase these items and get them deployed as soon as possible.

Lastly, we would like to boost our Travel and Training GL 01-53-5-5100 in order to accommodate some annual training coming up at the end of the year. We would like to move \$5,000 from Wages: Full Time to Travel Training GL 01-53-5-5100.

Thank you for your time.

Sincerely,

Chief Steve Dutra

Memo

To: North Pole City Council, Mayor Welch

From: Chad Heineken, Fire Chief

Date: 6/23/2022

Re: Request to dispose of Asset via auction



North Pole Fire Department formally requests approval from City Council to send to auction, one 1983 Emergency One Inc. Ladder Truck VIN# S39LT5C08DC643458.

The fire departments 1983 E-One Ladder truck (L-21) was purchased new and served the community of North Pole for 31 years. L-21 was taken out of service in 2014 after the purchase of our current aerial truck, at that time the department placed L-21 into reserve status where it was available to be placed back into service if necessary and provided operational value and ISO credit. It has been now determined that the age and current condition of L-21 no longer provide operational or ISO value to the fire department.

Per City Code 4.19.010.D this asset is expected to be sold at an upcoming Auction on August 6th, 2022 conducted by 1st Strike Asset Management. The auction location is 1096 Van Horn Road Fairbanks, Alaska. Per City Code 4.19.010.D.4 all proceeds from the sale will be deposited into the fire department fleet fund.



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Human Resources

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North Pole City Council,

I would like to request permission to set up an online retail shop for the city of North Pole for the purpose of providing merchandise to online shoppers. This would have the added benefit of also supplementing the cost of incentives to employees for their participation in different programs. This would make it available not only for us to purchase items as incentives but, allow employees and visitors to purchase items supporting the City of North Pole. As the City of North Pole grows its digital footprint this may be a wonderful way to help cover some of the expenses related to the increasing cost of benefits for employees.

After researching multiple web store options that other vendors used, I feel that Teespring.com is the best option. Teespring is a commonly used platform that has no start-up cost. It also offers a lower cost of shipping in comparison to other available platforms. This platform allows us to upload our design/Logo and place it on a wide range of items from apparel to coffee mugs and many other items. By doing this we authorize them to use our logo for the products that we have selected. The platform then generates a suggested price of the item that we can adjust. the City would set the price of the items so that the city can control the "profit.". An example of an item showing the generation of a profit amount is shown below.

Basically, the Sale Price for the item bellow is set at \$27.99 (This is the generated price it can be adjusted up or done at the city's discretion.) The base cost of this item is \$19.75 allowing for a profit to the city of \$8.24 shown in green on the example bellow.

Stainless Water Bottle

Price

us

\$ 27.99

\$8.24 profit/sale

Product images

☒ **Featured**





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I would advise that the profit from these sales be reinvested to cover the cost of the incentive programs and help to lower the cost to the city. Also, by using this platform the city is not maintaining a stock of items on hand and creating a storage issue.

This shop would be able to be promoted on all digital platforms the city is using such as the city's website, Facebook page, and YouTube channel.

For your Review, I have included the terms of service in this request below. If the City approves this I will then forward these to Zane Wilson for his review.

Thank You,

Ellen Glab, Human Resources/Special Assistant

Custom Stores Service Terms and Conditions

These Custom Stores Service Terms and Conditions (the "CSS Terms") describe the expectations and obligations of a seller ("Creator" or "you") that uses Spring's Custom Stores Service offering to market custom products. These CSS Terms are additional terms under, and supplement, the Spring Terms of Service (available at <https://sprin.g.com/policies/terms>); if there is a conflict between the CSS Terms and the Spring Terms of Service, the provisions of these CSS Terms control to the extent the conflict relates to the Custom Stores Services. For clarity, the custom stores Service is considered a Spring Service under the Terms of Service.

PLEASE READ THE FOLLOWING TERMS CAREFULLY.

BY CREATING AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE CUSTOM STORES SERVICE, YOU AGREE THAT YOU HAVE READ



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AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE CUSTOM STORES SERVICE, YOU AGREE TO BE BOUND BY: (1) THE FOLLOWING CUSTOM STORES TERMS AND CONDITIONS; (2) SPRING'S TERMS OF SERVICE; AND (3) SPRING'S PRIVACY POLICY (TOGETHER, THE "AGREEMENT"). IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE CUSTOM STORES SERVICE AS A CREATOR. YOUR USE OF THE CUSTOM STORES SERVICE AS A CREATOR, AND SPRING'S PROVISION OF THE CUSTOM STORES SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY SPRING AND BY YOU TO BE BOUND BY THIS AGREEMENT.

Capitalized Terms

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Terms of Service.

Custom stores Service

Through the Spring Custom Stores Service, a Creator has the opportunity to create their own store ("Custom Store") for use with Creator's online presence (e.g., social media accounts) ("Creator Online Presence") and, at Spring's discretion, either: (1) Creator's own web domain ("Creator Domain"); or (2) a custom Spring domain. In order to use the Custom Store Service, you must already have a registered account and listing with Spring. Spring will enable you to design and customize store graphics and layout to comport with your branding. Spring will have sole discretion and control over the work performed under this Agreement and the manner in which such work is performed. Spring may utilize independent contractors to perform all or part of the Custom Store Services.

Fees

Spring does not charge any additional fees for use of Custom Stores Services. Spring may initiate or change fees for any feature of the Custom Store Service if Spring gives you advance notice of changes before they apply. Spring, at its sole discretion, may make promotional offers



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with different features and different pricing to any Creators. These promotional offers, unless made to you, will not apply to your offer or this Agreement.

Licenses and Ownership

Custom Stores Services. Subject to your complete and ongoing compliance with this Agreement, Spring grants you, solely for your personal, non-commercial use, a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Custom Stores Service. Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) make modifications to the Store without Spring's consent; or (ii) interfere with or circumvent any feature of the Custom Stores Service, including any security or access control mechanism.

Spring Content. All works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, templates, techniques, and information conceived, discovered, developed or otherwise made by Spring, solely or in collaboration with others, in the course of performing Custom Stores Services or that reflect or contain Spring's confidential information ("Spring Content") will be the sole property of Spring.

Creator Content. In order to enable Spring to perform the Custom Stores Services, Spring needs the rights to use your name, logo, branding, and other marks, works, or content owned or controlled by you, including all intellectual property and publicity rights contained therein ("Creator Content"). You grant Spring (including any third party providers acting on our behalf) a non-exclusive, worldwide, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of, communicate, publish, publicly display, publicly perform, distribute, and otherwise exploit Creator Content for the limited purposes of allowing Spring to provide, improve, and promote Custom Stores Services. You represent and warrant that you own or are the licensee of all trademark rights, copyrights, rights of publicity and other intellectual property or other proprietary rights necessary to create and maintain the Store.

Feedback. If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Custom Stores Service ("Feedback"), then you hereby grant Spring an unrestricted, perpetual,



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irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Storefront Service and create other products and services.

Creator Obligations

Creator Custom Domains and Accounts. If the Store is used on a Creator Custom Domain, you are solely responsible for registering and maintaining the domain name, including all applicable fees. Spring will have no obligation to make your Store available or accessible due to your failure to maintain the Creator Domain. Spring, at its sole discretion, may refuse to provide the Store Services for use with a specific domain name for any reason. Please also review Spring's Acceptable Use Policy. In addition, Spring is not responsible for the registration, maintenance, or use of any Creator Online Presence accounts or platforms that are used to display, promote, or link to the Store.

Creator Information. You agree to make available information and resources requested by Spring in a timely manner. You agree to notify Spring if any information you have provided to us, or any relevant information about you, has changed.

Affiliations. We may allow you to display your affiliation with certain organizations and associations relevant to your business. You agree that you will only choose those organizations and associations with which: (i) you are actually affiliated; and (ii) you have permission to display on your Store. You must promptly remove any affiliations if no longer current.

Policies. If the Store is used on a Creator Domain, you are responsible for maintaining appropriate terms of use and a privacy policy on your Store site. Any template policies provided by Spring are not legal advice, provided "AS IS", without any warranty as to sufficiency, and are for reference and optional use only. You agree to include: (i) a provision in your terms releasing Spring from any claims (including third party claims) related to your Store; and (ii) reference in your privacy policy to sharing information with third parties, including Spring.

Complaints. You agree to notify Spring if: (i) a visitor has notified you that they have a complaint with you or any products or services offered by you; or (ii)



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you have received notice of any complaint, investigation, fine or adverse action taken by a governmental or regulatory authority with respect to your products.

Indemnity. To the fullest extent permitted by law, you will defend and indemnify Spring and its officers, directors, employees, consultants, affiliates, subsidiaries and agents from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your use the Custom Stores Service and Store; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

Release. If you have a dispute with one or more visitors to your Store or a dispute regarding Creator Content, or products, you hereby release Spring (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which states: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Miscellaneous

General Terms. These Storefront Terms and Conditions, together with the Terms of Service and Privacy Policy and any other agreements or policies expressly incorporated by reference into this Agreement, are the entire and exclusive understanding and agreement between you and Spring regarding



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your use of the Custom Stores Service as a Creator. Spring may also provide notices to you of changes to this Agreement or other matters by displaying notices or links to notices generally on the Spring Service or Custom Stores Service.

Termination. Either party may terminate this Agreement upon 5 days' notice to the other party. If you violate any provision of this Agreement, your authorization to access the Custom Stores Service and this Agreement will automatically terminate. Upon the termination of this Agreement: (a) your license rights will terminate and you must immediately cease all use of the Custom Stores Service; (b) you will no longer be authorized to access your account or the Custom Stores Service; and (c) Sections 4.d, 5.e, 5.f, 5.g, 6.a, 6.b, and 6.c will survive.

Independent Contractor. You acknowledge that there is no agency, partnership, joint venture or employee-employer relationship with Spring is intended or created by this Agreement or any relationship between us, that you have no power or authority to make any commitments on behalf of Spring, and that Spring has no power or authority to make any commitments on your behalf. You will be solely responsible for the supervision, direction and control, compensation, benefits and withholdings of all of your personnel.

Legal Compliance. You represent and warrant that: (i) you are located in the United States; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Contact Information. If you have questions about this Agreement, please contact us by email at creatorhelp@spri.ng

Updated on January 14, 2021