



CITY OF NORTH POLE
Regular Meeting
September 18, 2023
City Hall Chambers
125 Snowman Lane, North Pole, Alaska
www.northpolealaska.com

Monday, September 18, 2023
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

Jeffrey Jacobson – Mayor Pro Tem	907-460-7733
DeJohn Cromer – Deputy Mayor Pro Tem	907-347-2808
Anton Keller – Alt. Deputy Mayor Pro Tem	907-987-2548
Chandra Clack	907-460-3767
Aino Welch	907-488-5834
David Skipps	907-750-5106

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 9/5/2023 (Pgs. 3-11)
6. Communications from the Mayor
 - a. Student of the Month – Danika Dawley (Pg. 12)
7. Council Members Questions of the Mayor
8. Citizens Comments (Limited to five (5) minutes per Citizen)
9. Communications from Department Heads, HR, City Clerk and the Borough Representative
10. Ongoing Projects Report
11. Unfinished Business
 - a. Ordinance 23-11, An Ordinance of the City of North Pole Amending Title 2 Chapter 36 Personnel System (Pgs. 13-15)
12. New Business
 - a. Ordinance 23-12, An Ordinance of the City of North Pole Amending the Causes for Disciplinary

- Action for City of North Pole Employees (Pgs. 16-18)
- b. Ordinance 23-13, An Ordinance of the City of North Pole Amending the Leave Policy for City of North Pole Employees (Pgs. 19-22)
 - c. Resolution 23-14, A Resolution of the North Pole City Council Authorizing the City to File an Application with the Alaska Department of Environmental Conservation State Revolving Fund Program for a Grant Under the Alaska Drinking Water Fund (Pg. 23)
 - d. Approval of Snow Removal Contract Award (Pgs. 24-25)
 - e. Approval of Service Contract with Hubbard (Pgs. 26-31)
 - f. Request to Move from Peak One to Meritain for 2024 FSA (Pgs. 32-36)

13. Council Comments

14. Adjournment



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 Tuesday, September 5, 2023, in the North Pole City Hall Chambers.

CALL TO ORDER/ROLL CALL

Mayor Welch called the regular City Council meeting of Tuesday, September 5, 2023, to order at 7:00 p.m.

Present:

Mayor Welch
Jeffrey Jacobson – Mayor Pro Tem
David Skipps
Chandra Clack
Aino Welch

Absent/Excused:

DeJohn Cromer – Deputy Mayor Pro Tem
Anton Keller -Alt. Deputy Mayor Pro Tem

PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

Led by Melissa Dionne

INVOCATION

Given by Mr. Jacobson

APPROVAL OF AGENDA

Ms. Welch *moved* to approve the agenda of September 5, 2023

Seconded *by* Mr. Skipps

Mr. Jacobson *moved* to amend the agenda of September 5, 2023, to move the following from Unfinished Business to New Business:

- a. Ordinance 23-11, An Ordinance of the City of North Pole Amending Title 2 Chapter 36 Personnel System
- b. Resolution 23-13, A Resolution of the North Pole City Council Authorizing an Agreement Between the City of North Pole, the Fairbanks North Star Borough, and the City of Fairbanks to Jointly Provide for Economic Development
- c. Ballot Propositions Request to Council

Seconded *by* Ms. Welch

On the Agenda as Amended

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

On the Agenda

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

APPROVAL OF MINUTES

Mr. Jacobson *moved* to approve the minutes from the 8/21/2023 meeting.

Seconded by Mr. Skipps

On the Minutes

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

COMMUNICATIONS FROM THE MAYOR

- Mike Miller, Dan Britton and Elena Sudduth from the Interior Gas Utility were with us tonight to talk about the IGU plans and upcoming projects.

COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

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

- None

COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

Police Department, Chief Dutra

- We have ordered the walls and doors for the two projects at the PD.

- We have lots of folks on and off vacation causing some OT.
- I have been called to attend an urgent APSC meeting on Thursday.
- Spoke with Rep. Prax regarding a case and a complaint. Resolved without issue.
- I will likely be out of
- PSA Illingworth and I attended the Safety Fair and contacted a large number of folks.
- We have ALICE scheduled for the next couple of weeks with Family-Centered Services.
- Drug Take Back is coming October 28th, 10-2 so bring all your expired medications for safe disposal.
- Our academy recruit is still plugging away and our officer in FTO is progressing.
- PSA Illingworth has hit the ground running. Safety Fair, ALICE liaison with schools and community, meet and greet with all school principals, trunk or treat, ice cream socials, greeting events at NPE, several open houses, working on school security enhancement opportunities for NP schools, social media awareness classes being scheduled, positive picketing, office duties, and Guys Read.
- Accreditation process is moving along. Policies are uploaded and slow review and updating is happening.

Ms. Welch shared that there was some talk on Facebook about the NPPD not doing everything that they can do to help in the missing persons case here in North Pole and asked for some information regarding that and the 'party area' that was identified.

- Chief Dutra said that the police department did participate in the search for the missing teen and confirmed that yes, the area that was identified where he went missing was outside of the city limits. Because it is outside the city limits it would not be their investigation, but they would aid the troopers in theirs.

Mr. Jacobson wanted to commend the police department and specifically Sgt. Pergande for his testimony in a DUI court hearing recently. Judge Seekins said that the Sergeants testimony was one of the best he has heard in a long while.

Fire Department, Chief Heineken

- Chief Heineken was not with us tonight.

Finance, Tricia Fogarty

- Ms. Fogarty let everyone know that she sent out financials earlier tonight. If anyone has questions about them please let her know. Those were for July, they will start working on August this week and get those emailed out soon. She gave everyone a spreadsheet tonight on sales tax and online sales tax. Not included in that is an additional \$10,000 we received last week. This was additional to the online sales tax that we had already gotten, the company that we contract with to collect those taxes had underestimated what was owed to us.
- She also gave everyone a copy of an administrative budget amendment. It is a within category money move for the Utility/Public Works department. Chief Dutra will have an administrative budget amendment this next meeting also.
- Budget workshops have been moved to November 1, 2 and 3rd. The first night will be Clerk/HR and Admin, the second night will be Police and Fire, and Friday will be Public Works/Building/Utility. Workshop starts at 6 and dinner will be provided.

- Ms. Fogarty shared that she had a post-audit meeting last week with Altman and Rodgers. They did give them some encouraging words about how they were able to overcome a lot of hurdles they had due to the conversion to Tyler.
- They did reach out to Tyler about issues they are having and Tyler has given them a specific person to reach out to as well as a website to use.

Director of City Services, Danny Wallace

Special Topics

Ballot Proposal Flyer

- We'd like to officially request permission to contact North Pole citizens about the upcoming ballot proposals. We would like to send a mailer to all individuals within City limits. The cost for this should not exceed \$1,000. In your packet, you'll see a copy of the flyer. This will be mailed during the third week of September.

Summer Hires

- Two of our three summer hires (Derick Johnson and Owen Luo) have returned to school. Tina Raman will remain with us through the end of September. I'd like to thank the Council and Mayor for funding those positions. They have allowed us to surge on key projects and ensure the City remains well-kept throughout the summer.

Building Department

- August was, as expected, continues to see busy construction. Three homes were completed and an 8-plex in Stone Point Court (these were completed by Scott Campbell and Stepping Stone Construction / Rick Watson
- Three Bears continues to move forward (as many of you know) – they submitted their utilities plans to ADEC for review. Stantec is reviewing those plans on behalf of the City (provides important quality control).

Public Works Department

- Summer paving continues this week – you'll see this in selected spots throughout the City, to include City Hall and behind the Hotel North Pole (and other locations). We anticipate this to be completed this week.
- We received three bids for snow removal. These were opened on Friday and we'll have a recommendation ready by the next Council meeting. We do not foresee any issues moving forward and that we'll have a contract in place by the end of the month.
- Work on the Candy Cane light poles continue and you'll see those continue to be removed this week. They will be reinstalled in coming weeks.
- PW continues to focus on brush cutting and tree removal to prep for winter.

Utility Department

- Nothing significant to report from the water and sewer utilities departments, although the upcoming ballot propositions are important for our future ability to provide clean water. We're proposing these to address the most critical threats to our water system (aging infrastructure and PFAS contamination. For reference, both are listed below.

- PROPOSITION 1: Authorizes North Pole to Apply for and Accept a \$1.5 Million Forgivable Loan to Mitigate Emerging Contaminates (to include PFAS)
- PROPOSITION 2: Authorizes the City Of North Pole to Accept a \$653,000 Loan to design New Water Mains to Address Potential Water System Failure.

Mayor Welch asked about the PFAS/PFOA issues in the area and how that affects the city.

- Mr. Wallace replied in the last few weeks he has been in contact with the Air Force about the PFAS/PFOA in the area. The plume does continue to move forward and houses in the Chena Flood plain area have had well tests come back with higher levels of PFAS in the water than is allowable. Mr. Wallace shared that there are monitoring sites throughout the area and those are being watched closely. We have added additional information onto the City website for those interested in learning more about PFAS or the monitoring.

Ms. Welch asked about the wells the city uses for the water utility. And if it was deep enough that we shouldn't have to worry about it.

- MR. Wallace said that our wells are between 180 and 200 feet deep; they are deep enough that they do not think they will be an issue. But again, they are monitoring the issue.

Borough Representative

- Mr. Keller attended the FNSB meeting on 8/24/2023. He was not with us tonight, but the notes he sent in were forwarded to the Council.

City Clerk's Office, Melissa Dionne

- Ms. Dionne gave an update on the applications that have been received for the City Clerk and Deputy City Clerk/HR positions. So far there are 15 for the Deputy Clerk and 5 for the City Clerk. The position closes tomorrow, and the committee meets on Friday to go through the applications to narrow down the interview list. She reminded the Council that we will be conducting interviews on the 12th and 13th starting at 6:00 and asked everyone to please be early to eat dinner.
- Elections are going smoothly; the ballot proof should be ready for review this week.
- Last week she attended the Alaska Defense Forum along with Ms. Clack. There was lots of great information about housing and jobs, and the tours of EAFB and Ft. Wainwright were lots of fun and very informative.
- Ms. Dionne gave a training update. Throughout the entire city, there are only 2 people that have not completed them.

ON GOING PROJECTS

None

NEW BUSINESS

- Ordinance 23-11, An Ordinance of the City of North Pole Amending Title 2 Chapter 36 Personnel System

Mr. Jacobson *moved* to approve Ordinance 23-11

Seconded by Ms. Welch

Ms. Welch *moved* to Amend Ordinance 23-11 by adding the word 'business' to line 81

Seconded *by* Mr. Jacobson

On the Ordinance as Amended

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

On the Ordinance

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

- Resolution 23-13, A Resolution of the North Pole City Council Authorizing an Agreement Between the City of North Pole, the Fairbanks North Star Borough, and the City of Fairbanks to Jointly Provide for Economic Development

Mayor Bryce Ward of the FNSB was with us tonight to introduce and talk about this Resolution.

Mr. Jacobson *moved* to approve Resolution 23-13

Seconded *by* Ms. Welch

On the Resolution

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

- Ballot Propositions Request to Council

Ms. Welch *moved* to approve the request.

Seconded *by* Ms. Clack

On the Request

DISCUSSION

None

PASSED

Yes: 5 – A. Welch, Clack, Jacobson, Skipps, Mayor Wech

No: 0

Absent: 2 – Cromer, Keller

COUNCIL COMMENTS

- Ms. Clack shared some more details on her days with the Alaska Defense Forum, she said it was very informative. She said that it was a great opportunity to see the planes and while out at Eielson she found out that they really need people to work at their childcare facility. One suggestion that was brought up that hopefully the community can help with is transportation. Transportation from Fairbanks to Eielson to help transport some of the people out there that are scared to drive that far in the winter. She said that she had a very good time.
- Ms. Welch said that as usual her comments are about safety for our youth. She wants to start out by saying that as we are speaking, we are missing a young man named Talen. Today was his 18 birthday and he hasn't been seen for 48 hours or something like that. He was last seen in North Pole in a spot that is known to be where teenagers like to hang out, off the dyke somewhere behind the high school. She said there was some big discussion about it on Facebook that got into a contest about if the NP police should be responding to stuff and make it safer out there. That area is outside of the city limits and that the youth that gather out there to participate in things that police probably shouldn't be around, there is probably underage drinking going on and sometimes drugs, stuff like that out there. So, in this case apparently, they were told the police were coming and this young man took off into the woods to avoid being challenged by the police and hasn't been seen since. Or at least that is what she hears from online. She wants to make sure that all our citizens know that our police department is very worried about the safety and health and well-being of our youth and that they do a lot of work to challenge anything that would harm our youth. Lastly, she would like to offer our prayers, and likely the whole Council's prayers, that this young man returns healthy and in good condition to his family and if that is not the case that his family gets some closure. She can confirm that the NPPD has been participating in the search for this young man. She asked that if anyone knows anything about Talen to please contact the police, Troopers, or his parents, you can find them on Facebook and if Talen is out there listening somehow or another, please make sure that you make contact with your family and let them know that you're ok.
- Mr. Jacobson said that it has been quite enjoyable having 3 North Pole mayors in the room for tonight's meeting, there is a lot of history between all their terms and the growing pains that we have had. He thanked Mayor Ward for being here tonight for the entire meeting and not skipping out after he shared his comments. Mr. Jacobson handed out a picture of the Mahn Cho Mine monster truck. As a Council we have been very united in saying that this is not the best use of our main arterial roads and when you see the size of this truck it is unprecedented and is one thing to have this pass maybe once or twice a day, but when you are talking every 12-15 minutes one after another in one direction or another it is going to change your life. He said that he is very concerned with those who rely on the Richardson Highway or the Steese Highway. He said that he has even heard that they cannot go over the Chena Hot Springs overpass

and that they will be using the off ramp and on ramp and the roundabout to bypass the weight restrictions on the overpass. He said that he is sure the people who live on Chena Hot Springs Road will be very happy to wait for this. He said that he is all about mining development, but that this is very scary. Mr. Jacobson told the Mayor that he knows he is a member of the Knights of Columbus and Catholic and when he was going through some memorabilia he had in storage he came across some things to pass along. Including the News Miner when the Pope came to Fairbanks and met with President Reagan along with a few other news papers and thought that he would enjoy reading them and sharing them with his church. He encourages everyone to have a safe month and again this is the time to prepare for winter, when we start packing things up and putting things away and make sure that things are not out there where snowplows can snag them and that you have secured your home so that there is no loss in heat or excessive use of energy. He just wanted to say to all those that are still not on natural gas that he is on natural gas and his entire natural gas bill for the summer months is about \$45 a month. That \$45 natural gas bill has also significantly cut his electric bill, which is nice because in the summer GVEA raises its rates and your hot water heaters use a lot of electricity and he does not have to do that anymore because natural gas pays for it. So, he is encouraging everyone because it is a wise investment.

- Mayor Welch thanked Mr. Jacobson for filling in in his absence and he hopes to keep not being here to a minimum. He shared that last Tuesday and Wednesday he was at the 3rd Alaska Defense Forum. He said this one was the best yet, there was a lot of good, hard work that went into that, mostly borough, a lot of good people that came from all the different entities. Doyon was a good sponsor, Explore Fairbanks, people from all over the Chamber of Commerce, a lot of people involved. He met a lot of people, and it was important to the people behind the scenes that he got to meet. One person he will mention is from the Army, he thought Ivan Bolten was an important person to meet from Chief of Army Partnerships for Joint Service Partnership Committee and he introduced the Mayor to whom he calls Mr. Alaska, he can't remember Joe's last name, but he has his card. But that is who he should go through when we look at partnerships that we could have with the Army for what we are trying to do in this city. At the same time, he met Colonel Rick Hearn, he is the Community Partner for the US Air Force, then he met his big boss for the second time in his life Dr. Ravi Chaudhary up in the borough building the same day that he was at the Scheibel Auditorium to talk about the micro-nuclear reactor. He reminded Dr. Chaudhary that he had an IOU to him that we were going to develop a community partnership within 60 days and that the clock was running out. Dr. Chaudhary responded that he had not forgotten and knew that he would see the Mayor here and said lets 'stop moving at the speed of government' and lets get it up and going. He is using a model that he did at Edwards AFB and wants the Mayor to come sooner than later and sit at the table to put together what it is that he would like to see the Air Force do as a partnership with this city as a public-private partnership. So, he will have him and Col. Hearn to deal with, but while he is in the Pentagon he might as well go to the Army side and see Ivan Bolton or whoever else can help them do the same thing, so we are all on the same page together. You'll be hearing more about the combined heat and power as we start to increase talks. You might have heard him talking to Elena with the IGU, she knows Brent Sheets who he has been working with for almost 3 years now, she knows that we are going to come to her for, the best thing he can call it is an industrial rate for natural gas to use for the combined heat and power. Which then would lead him to go to GVEA for a power purchase agreement so that we can have some street cred. And that is right on the cusp of happening within 2 weeks. He said that he is trying to

coordinate things so that they are in place in time for the new Council when it comes into being in October. That has been taking up a little bit more time than he wanted it to but he always looks at the silver lining in the cloud when things don't always happen quickly. Or as Dr. Chaudary says at the speed of government. Sometimes it is a little slower than you want it to be, but he thinks there is a reason for that.

ADJOURNMENT

Ms. Welch *moved* to adjourn.

Seconded *by* Ms. Clack

The regular meeting of Monday, August 21, 2023, adjourned at 7:58. p.m.

These minutes passed and approved by a duly constituted quorum of the North Pole City Council on Monday, August 21, 2023.

ATTEST:

Melissa Dionne, City Clerk

Office of the Mayor
City of North Pole

Proclamation

WHEREAS, Danika Dawley is a senior at North Pole High School and is the daughter of Stephanie and Lyle Dawley.

WHEREAS, Danika has been actively involved in Cross Country Running, Student Council, Wrestling and National Honor Society.

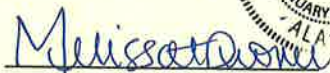
WHEREAS, Danika has been presented with the AP Scholar Award.

WHEREAS, the City of North Pole desires to recognize the outstanding students in the community.

NOW, THEREFORE, I, Michael W. Welch, Mayor of the City of North Pole, do hereby proclaim Danika Dawley the:

*North Pole City Council
High School Student of the Month
For September 2023.*

ATTEST:



Melissa Dionne
City Clerk




Mayor, City of North Pole, Alaska

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING TITLE 2
CHAPTER 36 PERSONNEL SYSTEM

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

WHEREAS, the City of North Pole wishes to remain up to date with its protections for its
employees; and

WHEREAS, the City of North Pole wishes to provide an easy and confidential avenue for its
employees to report workplace misconduct and to provide neutral investigations without bias or
retaliation.

WHEREAS, the City of North Pole wishes to contract with S3/Work Shield to manage these
reports, conduct investigations and suggest resolutions which require code changes.

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. NPMC 2.36.291 A is hereby amended as follows: [new text in blue, deleted text in
~~strikethrough~~] see attached.

~~2.36.291 Bullying and harassment~~ Workplace Misconduct

- A. The City intends to provide a safe workplace free of ~~harassment or bullying~~ workplace
misconduct All alleged workplace misconduct including bullying, harassment,
retaliation, discrimination, and other alleged violations of laws protecting employees
that are applicable to and binding on the City of North Pole shall be reported to Work
Shield or any subsequent contractor. The City shall publish all relevant information
concerning its contractor including the contractor's reporting hotline number and

information on filing a complaint with the contractor online, so it is readily available anonymously to employees.

Section 3. NPMC 2.36.291 H. is deleted, and the remaining sections shall be re-lettered accordingly.

~~H. Reporting and Investigation. (See grievance procedure, NPMC 2.36.322.)~~

Section 4. NPMC 2.36.291 I. 2. Formal Action is amended as follows:

a. ~~Employees who are experiencing an unwelcome or hostile work environment or who have been subjected to quid pro quo type sexual harassment shall address that unwelcome/conduct through the formal remedial process.~~ or have experienced workplace misconduct shall, unless resolved through the informal process, address that unwelcome behavior/conduct through the remedial process available through the City's contractor.

b. ~~Formal complaints shall be in writing and specify:~~

~~i. The identity of the victim.~~

~~ii. The identity of the offending employee.~~

~~iii. The offensive behavior that the employee engaged in.~~

~~iv. The frequency of the offensive behavior.~~

~~v. Damage the victim suffered because of the offensive behavior.~~

~~vi. How the victim would like the matter resolved.~~

Employees using the remedial process available through the City's contractor shall provide all relevant information requested by the contractor.

c. ~~The victim will be allowed a reasonable amount of time during work to prepare a formal complaint.~~ If requested, the alleged victim will be allowed a reasonable amount of time during work to respond to the contractor's request for information or other documents.

d. ~~The victim shall submit formal written complaints to their immediate supervisor who shall forward the complaint to Human Resources and the Mayor. If the~~

69 immediate supervisor is the employee engaging in offensive behavior, the formal
70 complaint shall be submitted to the next highest supervisor, the department head, the
71 Mayor, or designee. The City's contractor shall promptly investigate the complaint
72 and provide a resolution recommendation to the employee's supervisor. If the
73 immediate supervisor is the employee engaging in offensive behavior, the proposed
74 resolution shall be submitted to the next highest supervisor. This resolution may be
75 accepted or rejected in whole or in part.

76 e. ~~An immediate investigation will be conducted by individuals not involved in the~~
77 ~~complaint as designated by the Mayor. This investigation may include a supervisor, a~~
78 ~~member of the Public Safety Department, and another department /administrative-~~
79 ~~level employee of the City but may require the assistance of trained staff from another~~
80 ~~municipality or public agency.~~ All appeals of any complaint resolution must be filed
81 within five business days after the employee is notified of the final resolution as
82 adopted by the appropriate supervisor. If the complaint is resolved by the immediate
83 supervisor, the appeal shall be filed with the department head pursuant to the
84 requirements of NPMC 2.36.322 B. 2 (Step 2) All other resolution appeals shall be
85 filed pursuant to NPMC 2.36.322. 3 (Step 3) If the complaint is not settled at Step 3 it
86 may be appealed to the Personnel Review Board pursuant to 2.36.322 (Step 4).

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88 Section 5. Effective Date. This ordinance shall become effective upon signing.

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90 ADOPTED THE ____ DAY OF OCTOBER 2023.

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Mayor Michael W Welch

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
CAUSES FOR DISCIPLINARY ACTION FOR CITY OF NORTH POLE
EMPLOYEES

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

WHEREAS, the City of North Pole wishes to remain up to date with its protections for its
employees; 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 2 Chapter 36 section 300: Causes for Disciplinary Action, are hereby amended in
the North Pole Code of Ordinances as follows: [new text in blue, deleted text in ~~strikethrough~~]
see attached.

2.36.300 Causes for disciplinary action.

A. Employees of the City are expected to follow the generally accepted rules of conduct,
whether posted or not. Causes for disciplinary action, up to and including termination, may
include, but are not limited to, the following:

~~B. Fighting, dishonesty (to include falsification of official records), intoxication or possession
of alcoholic beverages while on duty, possession or use of controlled substances or prohibited
narcotics, willful destruction of City property, gross insubordination, and illegal activities as
defined by State law at the workplace are among the offenses that, depending on the
circumstances, warrant immediate dismissal for cause. (Ord. 98-12 § 2, 1998)~~

1. Violation of the laws of the State of Alaska or the United States or municipal
ordinances, other than minor traffic offenses.

2. Conduct which endangers the peace and safety of others or poses a threat to the public interest.
3. Unjustified and material interference with the work of other City of North Pole employees.
4. Failing to conform to prevailing reasonable standards of conduct.
5. Malfeasance.
6. Nonfeasance.
7. Negligence.
8. Insubordination.
9. Failure to maintain skills needed to perform essential job duties, except where the failure is caused by a legally recognized disability that can be accommodated by the City without undue hardship as defined by the Americans With Disabilities Act of 1990, as amended.
10. Inadequate performance of duties.
11. Unauthorized absence or tardiness.
12. Falsification or unauthorized alteration of records.
13. Falsification of an employment application.
14. Discrimination in hiring, assignment, or promotion.
15. Sexual or other illegal harassment.
16. Violation of the Personnel Policies and Procedures.
17. Drinking any alcoholic beverage during the workday, being under the influence of illicit drugs, alcohol, or the misuse or abuse of prescription drugs during the workday.
18. Falsifying City of North Pole Records.
19. Unauthorized alteration of a time sheet.
20. Unauthorized possession of firearms, weapons, or explosives on the City of North Pole-owned property, excluding certified police officers or any other person required to carry a firearm as part of their duties.
21. Threatening, intimidating, coercing, or interfering with fellow employees on the job, or the public at large.
22. Theft or removal of any City of North Pole property, the property of any City employee, volunteer, or the property of another which is in the temporary care and custody of the City without proper authorization.
23. Gambling or engaging in a lottery at any City of North Pole work area.
24. Misusing, destroying, or damaging any City of North Pole property or the property of any employee.
25. Failure to report an accident with a City vehicle.
26. Deliberately restricting work output of themselves or others.
27. Sleeping during working hours, excluding firefighter employees during times they are authorized to sleep.
28. Fighting (verbal or physical) on City of North Pole premises, or while on City business, or in a City uniform.
29. Any act that endangers the safety or lives of others.
30. Failure to complete required training.

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

82 ADOPTED THE ____ DAY OF OCTOBER 2023.

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Mayor Michael W Welch

88 ATTEST:

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91 _____
Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF NORTH POLE AMENDING THE
LEAVE POLICY FOR CITY OF NORTH POLE EMPLOYEES

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

WHEREAS, the City of North Pole wishes to remain up to date with its protections for its
employees; 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 2 Chapter 36 section 410: Leave, is hereby amended in the North Pole Code of
Ordinances as follows: [new text in blue, deleted text in ~~striketrough~~].

2.36.410 Leave.

A. All full-time employees shall be granted leave time in hours per month, as per the following
table:

Employees Hired After January 1, 1990

Employee	0 – 3 years	4 years or more
40 hrs/week	17.3	21.8
19-day cycle Fire Dept Shift employees	23	28.75

B. Monetary compensation (leave buy-out) can be authorized up to a maximum of ~~eighty one~~ ~~hundred and twenty~~ ~~twenty sixty~~ hours (one hundred ~~twenty sixty~~ hours for personnel on the ~~nineteen-day~~ ~~cycle shift~~ Fire Department Shift), minimum of twenty hours, per calendar year with the approval of the department head. An employee must have sixteen hours remaining for forty-hour-per-week employees and twenty-four hours remaining for ~~nineteen-day cycle~~ Fire Department Shift employees after compensation in order to be eligible.

C. Department heads or designees are the sole approving authority on leave. Approval considerations shall be based upon department operation requirements and the desire of the employee. Leave may be canceled or amended to allow the department to meet emergency situations. However, leave may not be canceled or amended to avoid paying overtime.

D. An employee who is unable to report to work for any reason without prior approval shall report the reason for his absence to his department head as soon as possible after the time he/she is expected to report for work. Leave with pay shall be allowed on a case-by-case basis. The department head shall determine whether or not an employee's reason for absence warrants leave with pay. It is the responsibility of the employee to provide substantiation of their reason for not appearing for work.

E. Any employee placed on extended leave for any reason will be required to contact their Human Resources representative no less than every two weeks with an update on the progress of the event causing them to be on extended leave. Leave of any kind must not exceed more than one hundred eighty calendar days. Should an employee fail to communicate with Human Resources, or not return to full time work within the one hundred eighty calendar days, the employee shall be deemed to have voluntarily resigned their employment with the City and their employment with the City shall be terminated. Military leave excluded per NPMC 2.36.170(B).

F. Unused leave shall be compensated at the current rate of pay at the time of resignation or dismissal of an employee.

G. Leave can accrue from year to year with a maximum accrual of three hundred ~~twenty sixty~~ hours, except that the maximum leave accrual for ~~nineteen-day cycle~~ Fire Department shift personnel shall be four hundred ~~twenty sixty~~ hours. When an employee's leave accrual reaches the maximum limit they must elect either to receive monetary compensation or take leave subject to the provisions of subsection (C) of this section to reduce the accrued leave below the maximum level. If an employee changes from a ~~nineteen-day cycle~~ Fire Department shift to a forty-hour-a-week shift, or vice versa, any leave that is over the maximum after conversion (see

subsection (G)(1) of this section for conversion) for that shift schedule must be sold or taken as stated in this subsection. The office responsible for payroll operations shall ensure compliance with this subsection.

1. The formula for converting the accrued leave of an employee who goes from a forty-hour-per-week shift to a ~~nineteen-day cycle Fire Department~~ shift, or vice versa, shall be as follows:

a. From a forty-hour-per-week shift to a ~~nineteen-day cycle Fire Department~~ shift: Multiply the current accrued leave balance by the current hourly rate of pay for the forty-hour-per-week shift and divide this total by the ~~nineteen-day cycle Fire Department shift~~ hourly rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for ~~nineteen-day cycle Fire Department~~ shift;

(d) = new accrued leave balance.

$$\frac{(a) * (b)}{(c)} = (d)$$

b. From a ~~nineteen-day cycle Fire Department~~ shift ~~schedule~~ to a forty-hour-per-week shift: Multiply the current accrued leave balance by the current hourly rate of pay for the ~~nineteen-day cycle Fire Department~~ shift and divide this total by the forty-hour-per-week shift hourly pay rate. The result will be the new accrued leave balance.

An example is as follows where:

(a) = current leave balance;

(b) = hourly rate of pay for forty-hour-per-week shift;

(c) = hourly rate of pay for ~~nineteen-day cycle Fire Department~~ shift;

81 (d) = new accrued leave balance.

$$\frac{(a) * (c)}{(b)} = (d)$$

82 H. All personnel not working ~~the nineteen-day cycle~~ a Fire Department shift schedule will
83 accrue leave as forty hours/week employees.

84
85 Section 3. Effective Date. This ordinance shall become effective **December 31, 2023.**

86
87 ADOPTED THE ____ DAY OF OCTOBER 2023.

88
89
90
91
92 _____
Mayor Michael W Welch

93 ATTEST:

94
95 _____
96 Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

CITY OF NORTH POLE
RESOLUTION 23-13

A RESOLUTION OF THE NORTH POLE CITY COUNCIL AUTHORIZING THE CITY TO FILE
AN APPLICATION WITH THE ALASKA DEPARTMENT OF ENVIRONMENTAL
CONSERVATION STATE REVOLVING FUND PROGRAM FOR A GRANT UNDER THE
ALASKA DRINKING WATER FUND

WHEREAS, pursuant to the terms of the Alaska Drinking Water Fund, Revised Statutes of Alaska, the State of Alaska has authorized the making of grants to authorized applicants to apply for aid with specific public projects.

NOW, THEREFORE, be it resolved by the North Pole City Council:

1. That Robert Daniel Wallace is authorized to execute and file an application on behalf of the City of North Pole with the State of Alaska for a grant to aid in the survey of lead services lines within the City of North Pole. This is directed by the Environmental Protection Agency under the Federal Lead and Copper Rule Revisions (<https://www.epa.gov/dwreginfo/lead-and-copper-rule>). The City of North Pole is required to complete this inventory no later than April 24, 2024.
2. That Robert Daniel Wallace, Director of City Services, is hereby authorized and directed to furnish such information as the Alaska Department of Environmental Conservation may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Alaska Department of Environmental Conservation as may be required by law or regulation, and to receive payment on behalf of the applicant.

PASSED AND APPROVED by a duly constituted quorum of the City Council of the City of North Pole, Alaska this ___ the day of September 2023.

Michael W. Welch, Mayor

ATTEST:

Melissa Dionne, City Clerk

PASSED/FAILED Yes: No: Absent:

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

City of North Pole
Director of City Services

Memo

To: City Council
From: Danny Wallace
Date: Sept 18, 2023
Subject: Snow Removal Contract Award Approval

City Council -

The City of North Pole's current snow removal contract expires on Sept 30, 2023. In August, we submitted an invitation to bid for snow removal for the 2023-2024 season. Three contractors provided bids as follows:

	HC Construction	Hawks Construction	Hubbard Construction
(1) Snow plowing of all required City streets and facilities (single plowing)	\$184,000	\$13,650	\$10,000
(2) Hardpack plowing of required City streets and facilities (single plowing)	\$75,000	\$17,550	\$13,500
(3) Snow hauling rate per hour	\$185.00	\$325 (1 truck plus 1 loader)	\$140
(4) Snow hauling rate per load (list cubic yard per load)	\$100 (40 CY)	\$165 (12 cubic yard dump truck)	\$75
(5) Hourly call-out rate with 2 (two) hour advanced notice	\$2,000	\$650 (1 grader/ 1 loader)	\$300
(6) Hourly call-out rate with 4 (four) hours or more advance notice	\$2,000	\$435 (1 grader/1 loader)	\$250

We evaluated these bids along with other quality-based information submitted in the bid packages using criteria approved by CSG (our legal advisors). The evaluation matrix is enclosed in Attachment 1. Based on this analysis, we recommend **Hubbard Construction be awarded the contract** with Hawks Construction as the designated alternate. This contract can be renewed for two additional one year periods at the discretion of the City.

Respectfully,



Robert (Danny) Wallace
Director of City Services
North Pole, Alaska

Snow Removal Evaluation - higher is better (rating 5 through 1, 5 is the best)

Name	Overall Cost Ranking	Previous Contracts with City	Previous Performance with City	Years in Business	Operator Experience Level	Total Score (more is better)
HC Construction	3	2	1	5	5	
Criteria Weighting	3	1	2	1	1	
Score	9	2	2	5	5	23
Hawks Construction	4	2	4	5	5	
Criteria Weighting	3	1	2	1	1	
Score	12	2	8	5	5	32
Hubbard Construction	5	3	4	5	5	
Criteria Weighting	3	1	2	1	1	
Score	15	3	8	5	5	36
Definitions						Weight
Overall Cost Ranking	Rated overall cost (5 is the lowest cost ranking, 4 is second highest, 3 is 3rd highest, etc.)					3
Previous Contracts with City	5 = 10 or more contracts	4 = 7-9 Contracts	3 = 4-6 Contracts	2 = 1-3 Contracts	1 = No previous contracts	1
Previous Performance with City Contracts	5 = Exceptional Service; Little 4 = Good Service; Little or No R 3 = Average Service; Some Rework 2 = Substantial Rework Required on 1 = Previous Disputes with the City					2
Years in Business	5 = 10 or more years	4 = 7-9 years	3 = 4-6 years	2 = 1-3 years	1 = 0-1 years	1
Operator Experience Level	5 = 10 or more years of Interior 4 = 7 or more years of Interior 3 = 4 or more years of Interior 2 = 1 or more years of Interior 1 = No Interior Snow Removal Experience					1

SERVICES CONTRACT

PROJECT NAME: **2023-2024 Snow Removal Contract**

1. PARTIES. The parties to this contract are the CITY OF NORTH POLE ("CITY"), and HUBBARD EXCAVATION. ("CONTRACTOR").
2. DUTIES. The CONTRACTOR shall perform the duties specified in the CITY's 2023-2024 Snow Removal Request for Proposal ("Solicitation") (attached) that reflects additional work and modified payment values. Also attached is an amendment addressing modifications to the contractor prices for 2023-2024 snowplowing season and additional road added to the roster of roads to be plowed. The CONTRACTOR understands that the CITY makes no representation that it will look exclusively to the CONTRACTOR for the type of services requested. The CONTRACTOR will perform its duties under this agreement as an independent contractor.
3. QUALITY OF WORK. The CONTRACTOR will perform its duties pursuant to the specifications in the Solicitation and the CONTRACTOR's specifications or representations in its solicitation submittal. Should the specifications of the solicitation and the specifications or representations of the CONTRACTOR's resulting submittal differ, the higher specification is applicable and will control. If there are no specifications, the CONTRACTOR will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the CONTRACTOR's trade.
4. CONTRACT PRICE. The CITY will pay the CONTRACTOR according to the values contained in the CONTRACTOR's bid submission (attached). The CITY will pay for services as the services requested are accepted.
5. CONTRACT TERMS. The CONTRACTOR's duties begin when both parties have signed this agreement, whichever is later.
6. CONTRACT RENEWAL OPTION.
 - 6.1 The CITY reserves the option to renew this contract upon written agreement of both parties for one (1) additional one-year. All renewals are to be for a period of one year at the same terms, conditions, and price set forth herein.
 - 6.2. However, the CONTRACTOR, at least 120 days prior to the contract anniversary date, may request in writing, changes to the terms, conditions, and pricing. Approved changes cannot constitute substantial changes to the contract and must be supported with appropriate written documentation.
 - 6.3. The approval of any change(s) is at the sole determination of the CITY.

7. FACILITIES AND LICENSES.

- 7.1. The CONTRACTOR will provide all facilities, equipment, supplies, services, and personnel necessary to carry out its duties under this agreement.
- 7.2. The CONTRACTOR will obtain all necessary permits and other authorizations that are required by law to perform the services. During the contract term, the CONTRACTOR will remain in good standing under all such permits, and will comply with all applicable statutes, regulations, and ordinances.

8. OWNERSHIP OF DOCUMENTS. NA

9. INSURANCE REQUIREMENTS.

9.2 Commercial General Liability: CONTRACTOR will maintain commercial general liability insurance covering all operations by or on behalf of CONTRACTOR on an occurrence basis against claims for personal injury, bodily injury, death, and property damage (including loss of use). Such insurance will have these minimum limits and coverage:

A. Minimum limits

- \$1,000,000 each occurrence
- \$1,000,000 personal & adv injury
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate

B. Coverages

1. The policy shall be written on ISO form CG 00 01 12 07 or equivalent.
2. Contractual Liability Coverage shall be as provided in CG 00 01 12 07. The policy shall be free from any endorsement or language limiting contractual liability coverage beyond the limitations of CG 00 01 12 07.
3. The policy shall be free from ISO endorsements CG 22 94, CG 22 95 or any equivalent endorsement or language.
4. They policy shall provide for severability of interests.
5. The policy shall be free from ISO endorsement CG 21 42 or CG 21 43 or any similar endorsement limiting or excluding coverage for Explosion, Collapse and Underground exposures.
6. The general aggregate shall apply on a "per project" basis.
7. The policy shall provide for a specific waiver of subrogation in favor of the additional insured parties.
8. The policy shall contain additional insured endorsement CG 20 10 04 13 and CG 20 37 04 13 or equivalent as approved by Owner.
9. The policy shall be written to provide coverage on a primary and non-contributory basis.

Automobile Liability: Contractor will maintain business auto liability insurance covering liability arising out of any auto (including owned, hired, and non-owned autos).

- A. Minimum Limits
 - 1. \$1,000,000 combined single limit each accident
- B. Coverages
 - 1. Additional insured endorsement
 - 2. Specific waiver of subrogation
 - 3. Contractual liability

Workers' Compensation: Contractor will maintain workers' compensation and employer's liability insurance.

- A. Minimum Limits
 - 1. Workers' compensation – statutory limit
 - 2. Employer's liability
 - a. \$1,000,000 bodily injury for each accident
 - b. \$1,000,000 bodily injury by disease for each employee
 - c. \$1,000,000 bodily injury disease aggregate
- B. Coverages
 - 1. The policy shall provide for a specific waiver of subrogation in favor of the parties required to be named additional insured under the Contractor's General Liability policy.

10. PERFORMANCE BOND: During the term of the contract, and if required by the solicitation, the CONTRACTOR shall obtain and maintain in force a Performance Bond in the amount of, \$25,000, in a form approved by the CITY.

11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION:

- 11.1. The CONTRACTOR shall defend, hold harmless and indemnify the CITY, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the CONTRACTOR's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the CONTRACTOR. This duty to defend, indemnify, and hold harmless shall include the CONTRACTOR's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the CITY's sole negligence or its willful misconduct.

- 11.2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
- 11.3. "CONTRACTOR" and "CITY" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.
12. TERMINATION.
- 12.1. Both parties may agree in writing to terminate this agreement at any time; either party may terminate the contract if the other party fails to perform in the manner called for in the contract; the CITY may terminate the contract for its own convenience on three (3) days written notice; and the agreement will terminate if the CITY Assembly fails to appropriate necessary funds or repeals all or substantially all of the appropriations which fund this agreement.
- 12.2. In case of default by the CONTRACTOR, for any reason whatsoever, the CITY may procure the goods or services from another source and hold the CONTRACTOR responsible for any resulting excess cost or other remedies under law or equity.
- 12.3. If this contract is terminated, the CONTRACTOR has no further duty to perform other than that work reasonably necessary to stop work in a safe and workmanlike manner. Likewise, if this contract is terminated, the CITY has no further duty to pay the CONTRACTOR except for the work satisfactorily completed or goods delivered and accepted, as of the date of termination, and the additional work completed as being reasonably necessary to stop work in a safe and workmanlike manner.
13. IMPOSSIBILITY TO PERFORM. The CONTRACTOR is not liable for any failure to perform its obligations under this agreement, if that failure is caused by any unforeseeable force beyond the control of, and without the fault or negligence of, the CONTRACTOR. For the purposes of this agreement, such forces shall mean any emergency under the Alaska Disaster Act (AS 26.23); war (whether declared or not); revolution; invasion; insurrection; riot; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment, or labor because of priority, allocation, or other regulations of any governmental authorities.
14. EQUAL OPPORTUNITY. The CONTRACTOR will fulfill all its legal duties under the civil rights laws of the State of Alaska and the United States, including, but not limited to AS 18.80, and the Civil Rights Act of 1964, 42 U.S.C. sec. 2000a and following. When subcontracting work, the CONTRACTOR agrees to use practices that assure equal opportunity to companies owned by women and minorities.

15. CONTRACT DOCUMENTS.

15.1. If the parties enter into this agreement as a result of a CITY Invitation for Bid, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the specifications in the Invitation for Bid as issued by the CITY, and the CONTRACTOR's bid form.

15.2. If the parties enter into this agreement as a result of a CITY Request for Proposal, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request for Proposal as issued by the CITY, and the proposal submitted by the CONTRACTOR.

15.3. If the parties enter into this agreement as a result of a CITY written Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, the Request for Quotation as issued by the CITY, and the written quote from the CONTRACTOR.

15.4. If the parties enter into this agreement as a result of an oral Request for Quotation, then the following documents constitute the whole agreement of the parties, and they prevail in the following order in the event of any inconsistency between them: This agreement, and any statement of services attached to it. Any terms, which might have been discussed orally, are not binding on either party, unless incorporated in writing into this agreement.

15.5. The CITY purchase order to be issued for this work is a contract document. The terms specified on the CITY purchase order for this work are subordinate to those in all other contract documents. This clause does not alter the order of predominance of contract documents as specified in other subsections of this section.

16. RELEASE. The CITY assumes no responsibility for the loss or damage of CONTRACTOR's property placed on or in CITY Owned property and the CONTRACTOR hereby expressly releases and discharges the CITY from any and all liability for loss or damage to such property. The CITY shall have the sole right to collect and sell or otherwise dispose of all articles left by the CONTRACTOR in any CITY facility fifteen (15) days after the termination of this agreement.

17. OTHER.

17.1. The CONTRACTOR may not assign any duties under this agreement without the prior written consent of the CITY.

17.2. This agreement binds the successors, heirs, personal representatives, and any assigns of the parties.

- 17.3. Time is of the essence of this contract.
- 17.4. Neither party waives its rights under this agreement if it fails to object when the other party fails to perform.
- 17.5. Before paying the CONTRACTOR, the CITY may deduct the amount of any debt from any source that the CONTRACTOR owes to the CITY.
- 17.6. The laws of the State of Alaska will govern the interpretation of this agreement. Any action arising from this contract will be filed in Fairbanks, Fourth Judicial District, State of Alaska.
- 17.7. This agreement may be amended only in writing.
- 17.8. The contract documents constitute the entire agreement between the parties, and supersede all prior agreements, representations, and negotiations.
- 17.9. Any terms of this Agreement, by their nature, extend beyond the expiration or termination of this contract shall remain in effect until fulfilled.
18. REPRESENTATIVES. Each party may deliver notices under this agreement to the representative and address listed below:

CITY Representative: Robert D. Wallace
Public Works
City of North Pole
125 Snowman Lane
North Pole, AK 99705

Contractor Representative: _____

Business Name: _____

Address: _____

FOR THE CONTRACTOR

FOR THE CITY OF NORTH POLE

Authorized Representative

Michael Welch, Mayor

Title: _____

Date: _____

Date: _____

Memorandum

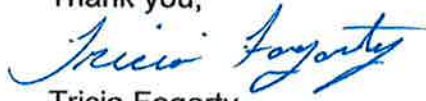
To: *North Pole City Council*
From: *Tricia Fogarty*
Date: 9/14/2023
Re: Request to Move from Peak One to Meritain for 2024 FSA

We have received negative feedback from our employees who participate in our flexible spending account (FSA) with Peak One. After speaking with Risq regarding the issues our employees are experiencing, they recommend moving to Meritain's FSA.

With the expectation of Meritain administrating our health insurance and the flexible spending account (FSA), both plans are under one umbrella. This will streamline the process for our City employees participating in a Flexible spending account (FSA).

With the City Council's approval, this will start in January 2024. Meritain will need a 60-day window to be able to set up an account for the City of North Pole.

Thank you,


Tricia Fogarty

Tricia Fogarty

From: Aimee Johnson <ajohnson@risqconsulting.com>
Sent: Thursday, September 7, 2023 12:57 PM
To: Tricia Fogarty; Melissa A. Dionne
Cc: Angela Baker; Risq Benefits Admin
Subject: City of North Pole - 1/1/24 FSA Renewal
Attachments: FSA Proposal - City of North Pole.pdf; FSA Comparison of Proposals - City of North Pole 1.1.24.pdf

Hello Tricia & Melissa,

Hope you are doing well! Per our meeting in June, we requested a proposal from Meritain for FSA services. Attached is the formal proposal as well as a summary of cost differences between PeakOne (current vendor) and Meritain. Meritain has a more costly first year cost (\$1675 versus \$1375), though renewing years are cheaper than PeakOne (\$1025 versus \$1375).

The change would create efficiencies with reimbursements for employees since claims are integrated through Meritain's portal and administration.

Let me know:

- If there are any questions
- The City would like to move forward with transitioning the FSA services from PeakOne to Meritain
- Anything is needed to present / obtain approval from the Council

FSA Features	PeakOne
Debit Card	Yes
Direct Deposit or Check	Yes
Integration	No
Cost	PeakOne
Annual Renewal Fee	\$275.00
Monthly Per Participant	\$4.12 PEPM
Monthly Minimum	\$50.00
Replacement Card Fee	\$10.00/card
Expedited Debit Card Requests	\$54.00/card
Section 125 or 105h Non-Discrimination Testing	\$500/per test
Plan Doc Preparation (required)	-
1st Year Estimated Cost	\$1,375.00
Renewal Year Estimated Cost	\$1,375.00

Look forward to hearing from you!

Regards,

Aimee



PROPOSAL

City of North Pole

Jeanette Blais
Account Executive

Effective Date: 1/1/2024



Flexible Spending Account

Reduce costs. Add value. Attract talent.

Healthcare costs are sky-rocketing. So to keep your employee benefit costs affordable, you need a great strategy. You can do that by helping your employees become wise consumers. Meritain Health® has your solution.

Our Flexible Spending Accounts (FSAs) can help you save on healthcare costs while adding extra value to your employee benefits package.

Everyone benefits from FSA

- **Tax savings.** FSA dollars are deducted pre-tax—funds aren't subject to the usual employee or employer taxes.* This means employees get additional pocket money, while employers save on payroll taxes. Everybody wins!
- **Budgeting assistance.** Your employees can plan and budget for healthcare expenses using their interactive online dashboard, including graphs with spending trends.
- **Convenience of payment.** Additional features, such as auto-reimbursement or a Meritain Health Prepaid Benefits Debit Card**, allow employees to access the FSA easily for payment of eligible healthcare and dependent care expenses.
- **Convenient account access and claims filing.** Our secure online portal allows both you and your employees to access the FSA information you need, around the clock. And employees can easily file claims online, for quick FSA reimbursement.
- **Administrative ease.** Our employer portal helps you manage your FSA through reports and view real-time participant data. You'll also have the ability to stack your FSA plan with HRA plans, and offer employer contribution and dependent care options.
- **Quick FSA monitoring.** Emails and portal home page alerts help members stay up-to-date with their FSA balance and any required actions. Plus, one-click answers provide fast healthcare benefits information.
- **Improved consumer behavior.** It's important to plan carefully, since employees must use or lose FSA funds. Estimation of annual healthcare costs, proactive thinking and research into possible provider charges are important tasks for the employee-turned-consumer. Smart consumers have a better understanding of the true cost of healthcare services, and thus take steps—such as preventive health measures—that lead to wellness and long-term cost savings.
- **A high-quality workforce.** To be a successful company, it's important to remain competitive. And you can attract and retain high-caliber employees with a powerful benefits package. Employees will appreciate savings and convenience, which an FSA can provide.
- **Full administrative services.** Meritain Health administers FSAs for any employer, whether or not the employer has a Meritain Health benefit plan. Our services include:
 - Establishing the FSA.
 - Calculating and monitoring employee's plan contributions and limits.
 - Issuing Meritain Health Prepaid Benefits Debit Cards (for applicable plans).
 - Processing reimbursement request forms.
 - Ensuring substantiation of reimbursement requests.
 - Issuing Explanations of Payments (EOPs).
 - Administering FSA grace period extensions and \$500 carryover, as applicable.
 - Preparing and issuing employee reports.

*Employee contributions are not subject to federal, Social Security or state taxes (in most states). Employees' contributions are not subject to employers' FICA or unemployment taxes.

**The debit card may not be available for all plan designs. Meritain Health will work with the client to create a tailored solution.



Enhance your plan options with FSAs

Consider the addition of an FSA to enhance the value of the benefits offered to your employees. Your bottom line may thank you.

If you would like additional information about Meritain Health's services supporting FSAs, please contact your Meritain Health representative or visit us online at www.meritain.com.



Advocates for Healthier Living

Meritain Health delivers easy-to-use healthcare benefits backed by the highest level of service. We offer the online tools your employees need to easily access and use their FSAs. And you can be assured we'll support you with our technical expertise—and regular upgrades for productivity-enhancing online features.