



CITY OF NORTH POLE  
Regular Meeting  
August 7, 2023  
City Hall Chambers  
125 Snowman Lane, North Pole, Alaska  
[www.northpolealaska.com](http://www.northpolealaska.com)

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Monday, August 7, 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 Skippis	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 7/24/2023 (Pgs. 3-10)
6. Communications from the Mayor
  - a. Swearing in of new NPPD Officers
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. None
12. New Business
  - a. Ordinance 23-10, An Ordinance of the City of North Pole, Alaska to Adjust the Police Department Budget (Pgs.11-12)

- b. Resolution 23-10, A Resolution of the North Pole City Council Designating City Officials' Authorization to Sign on City of North Pole Accounts (Pg. 13)
- c. Resolution 23-11, A Resolution to Place an Initiative on the October 3, 2023 Ballot Authorizing the City to Apply for and Accept a \$1.5 Million Forgivable Loan to Mitigate Emerging Contaminants (to Include PFAS) (Pgs. 14-15)
- d. Resolution 23-12, A Resolution of the North Pole City Council to Place an Initiative on the October 3, 2023 Ballot Authorizing the City to Accept a \$653,000 Loan to Design New Water Mains to Address Potential Water System Failure (Pgs. 16-17)
- e. Approval of Services Contract with Graham Construction (Pgs. 18-25)
- f. Request to Hire HR/Deputy City Clerk Position (Pgs. 26-31)
- g. Request to Contract with Work Shield (Pgs. 32-50)

### 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 Monday, July 24, 2023, in the North Pole City Hall Chambers.

**CALL TO ORDER/ROLL CALL**

Mayor Pro Tem Jacobson called the regular City Council meeting of Monday, July 24, 2023, to order at 7:00 p.m.

**Present:**

Jeffrey Jacobson – Mayor Pro Tem  
DeJohn Cromer – Deputy Mayor Pro Tem  
Anton Keller -Alt. Deputy Mayor Pro Tem  
David Skipps  
Chandra Clack  
Aino Welch

**Absent/Excused:**

Mayor Welch

**PLEDGE OF ALLEGIANCE TO THE U.S. FLAG**

Led by Melissa Dionne

**INVOCATION**

Given by Mr. Skipps

**APPROVAL OF AGENDA**

Mr. Keller *moved* to approve the agenda of July 24, 2023

Seconded *by* Ms. Clack

**On the Agenda**

**DISCUSSION**

None

**PASSED**

Yes: 6 – A. Welch, Clack, Jacobson, Cromer, Keller, Skipps

No: 0

Absent: 1 - Mayor Welch

**APPROVAL OF MINUTES**

Ms. Welch *moved* to approve the minutes from the 7/10/2023 meeting

Seconded *by* Ms. Clack

## On the Minutes

### DISCUSSION

None

### PASSED

Yes: 6 – A. Welch, Clack, Jacobson, Cromer, Keller, Skippis

No: 0

Absent: 1 - Mayor Welch

### COMMUNICATIONS FROM THE MAYOR

- Garry Hutchison from Alliance CPAs was with us tonight to present the City of North Pole's 2022 Audit.

### COUNCIL MEMBER QUESTIONS OF THE MAYOR

- None

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

- Howard Rixie with NPCCC joined us to speak about the 'You Are Not Alone' wall that will be built in the Terry Miller Memorial Park here in North Pole.

### COMMUNICATIONS FROM DEPARTMENT HEADS, BOROUGH REPRESENTATIVE AND THE CITY CLERK

#### Police Department, Chief Dutra

- Our two new officers are off to the academy. Days one and two under the belt.
- Our other 2 new hires are off and running. Det. Cash is off FTO and already running hard with several big cases and following up on many open cases. SO glad that he is on it.
- Sgt Templin is learning fast and catching up on the new computer systems.
- We have made an offer and Chris Illingsworth has accepted the position of public safety assistant; he will start August 7. We shall bring all but the 2 new academy folks to the 7<sup>th</sup> meeting for you to meet.
- We have a couple of projects coming to council for hopeful funding. One is a new office space barrier and the other is walls for evidence processing area.
- Had a couple of major repairs on some cars.
- Have a fiscal note coming to you at the next meeting to pay for our academy costs for 2 officers. Expect reimbursement but never a guarantee.
- VFW post 10029 donated \$850 to our glow stick campaign I would like to say thank you to them for their support.
- Please don't forget the fallen hero's ceremony on the 27<sup>th</sup> of July at 11am. We will honor our fallen heroes.

Mr. Jacobson asked if the sewer problem in the new wing of the police station had been fixed.

- Chief Dutra said that the work has been done and the switch for the heat tape has been installed, but we really won't know until the weather hits 40 below if the problem really is solved.

Ms. Welch asked now that the sewer problem has been addressed if the bad odors that were noticed are gone.

- Chief said that he thinks the odors from the floor drains drying out because of the in-floor heating. The

plan moving forward is to dump liquid down them on an occasional basis so that the things causing the bad odors really go down the drains.

#### Fire Department, Chief Heineken

- One last reminder, the fire department's open house will be this coming Saturday from 10am-2pm. We will be conducting a push in ceremony for the new fire engine around 1pm.
- The new fire engine did arrive last week, there was some minor damage to the underside of the apparatus caused from either loading or unloading onto the barge. Hughes Fire and Equipment is the dealer we purchased the apparatus through and they quickly had an assessment of the damages done and they will have all necessary parts shipped directly from the Pierce factory. Our staff have been busy mounting equipment and tools onto the new engine. This week there will be a considerable amount of training on the new apparatus, with a goal to place the Engine into front line service shortly after the fire department open house on Saturday.
- With the hot summer temperatures, we have had this week the fire department would like to remind everyone that colder temperatures will be back before you know it. Now is the best time to perform routine maintenance on your winter heating devices. Have your boiler tuned up, your wood stove chimney cleaned and check your vehicle heaters for damage or worn electrical cords. The fire department experiences a surge in fires each fall, and we often hear a similar message from homeowners after a fire, "this was the first time we turned the heat on since last winter". Having a professional technician maintain your device is inexpensive insurance and could prevent a tragic fire.

Mr. Jacobson asked about the push-in ceremony for the new fire truck and asked what kind of activities will be there.

- Chief said that it is a long-standing fire station tradition to have the fire department push into the bay new engines. He said that in addition to the food, they will be showing all of the engines and ambulances, they have a blow-up inflatable slide, there will be a set up of a fire hose for people to use. The Red Cross will be offering some CPR training also. The purpose is to come and meet the fire department. The address for the fire station is 110 Lewis St.

Mr. Jacobson asked Chief if he has given any thought to the recent ordinance that the City of Fairbanks was considering regarding private ambulances operating in the city boundaries.

- Chief Heineken said that he took a look at it and does not feel that those steps are necessary here in North Pole. But he said that should we ever start seeing that as a problem that he will be sure to bring that forward to the Council.

#### Finance, Tricia Fogarty

- Ms. Fogarty said that she sent out a schedule of revenues, 2021-23, year to date earlier today. She let Mr. Skipps know that she was having issues with his email address.
- She wished Ms. Glab well on her next adventure and said that it was lovely working with her and is sure that we will be seeing her from time to time.

Ms. Clack thanked Ms. Fogarty for working so hard on the audit. She said that she saw firsthand Ms. Fogarty and her staff putting in the hours and their hard work paid off.

- Ms. Fogarty thanked her and replied that she didn't do it alone, that she has an amazing staff. She said that it has been a roller coaster of a year of a year and would never choose to go through a software conversion again. She said that once they have the ongoing issues worked out that she feels they will have a better product.

Mr. Jacobson said that it was wonderful to hear that the audit came out as wonderful as it did and that we have a positive fund balance contribution and that all the numbers fell into pace with just minor issues. And thanked Ms. Fogarty for her accuracy and her diligence.

### Director of City Services, Danny Wallace

#### Special Topics

- Moose Creek
  - HC should have all final construction tasks completed by the end of July; these consist of dirt leveling, seeding, and mounding. We are not confident that they can meet this goal, but are working with them.
  - We also had a meeting with Respec today about water meter replacements (comms issues). They have replaced 95% of all meters and will hand that task off to the City at the end of the month. No issues and we'll finish the last 10 replacements.
  - Finally, we are awaiting final estimates from both Respec and HC to ensure our current project budget support supports the projected costs.

#### Building Department

- ACS did a site survey and fixed one of the sites we reported (the utility box in the roundabout). Still awaiting a status on the ACS building (they surveyed it, but have not got a plan yet).
- We received a call from the project manager for the Wescott Pool upgrade (an \$8M /9 month project). They have scaled back this project and will send an updated plan. They are on track to start in March 2024 and finish in Dec 2024 (pool will be closed during that time)
- We've spent time doing compliance notifications with several residents. In response to one query, City Attorney Mr. Wilson provided input on one case and clarified that our City has the authority to require building permits for structures built within the City and is commonplace throughout Alaska and indeed the entire United States.

#### Public Works Department

- Beautification efforts continue to include the addition of a retaining wall on the outside the Chambers and Police Department. We still have the parking lot resurfacing and repainting in the queue (that will occur later this month or in early Aug)
- They have been doing numerous utility locates for gas and streetlight installation (been very busy with this task).
- For the streetlight installations, they have shifted to pile driving, welding pile caps, installing j boxes and backfilling and grading. We did have some local residents concerned about pole location and DOT's contractors were able to accommodate those requests. There is a request for proposal for the replacement of the Candy Cane LED lights (part of this project) – still awaiting results.

#### Utility Department

- The Utility Department has also been busy doing locates for local construction.
- We did receive a request to discharge 100,000 gallons of treated wastewater into our sewer system from the North Pole Refinery. This has been tested (and conforms to requirements) and we approved the discharge into our system. These types of discharges routinely occur and similar ones occur every 2-3 months
- Finally, we received feedback from DEC regarding an ongoing PFAS monitoring effort at the North Pole Fire Department (this is a known issue that we've been tracking since early last year). DEC recommended continued monitoring at the Fire Station site and contaminated soil removal. We're currently working on getting a scope of work and proposal for that effort.

Mr. Anton asked if we had heard back from any of the grants in the works.

- Mr. Wallace said that we did not get the Denali Commission grant to fund the city water system. We did get a positive note from Senator Murkowski on the congressionally directed spending submission that we had done for the utilities infrastructure within Brookside Park is moving through the congressional processes. For the Combined Heat and Power Plant tomorrow they have a meeting with a financial organization that will talk about public/private partnerships financing for that project, there has been no other movement for opportunities for funding that project. The intent for that project is to receive funding to pay for it and not to put the city on the line to pay for it. They do not have any grants in the works for the funding of the new city fire department, but they continue to work with the grant writers on that. The city recently did receive a storm water drainage grant for a storm water study and within the next couple of weeks we will get the final report from that. That outcome will feed a plan and a grant package to forward to the federal government on how we need to redo our drainage systems within the city. In certain areas of the city there is habitual flooding, culverts need to be looked at, soil needs to be moved, we need to do some things and would like that to be paid for by grant monies as well. That grant is due in August. Grant efforts are a continuing process. Going up there is an infrastructure conference in Anchorage that AML is hosting in September and he will be attending that.

Ms. Clack asked about how the grant writers were doing with what what are asking them to do/paying them to do.

- Mr. Wallace said that yes they are, we are not getting the success that we were hoping for. But he also thinks it is because there are so many grants out there right now, that more people are putting in for them and he thinks that some of the remote villages in Alaska are a little more in need than we are. But they have meetings regularly to make sure that they are putting in for grants that align with the city's needs.

Mr. Jacobson thanked Mr. Wallace for all that he does.

#### Human Resources, Ellen Glab

- This was Ms. Glab's last meeting with us.
- She gave the Council an update on the training that was assigned. Ms. Dionne will be taking over monitoring the training.

Ms. Clack thanked Ellie for the wonderful job that she has done for the city.

Mr. Jacobson also thanked her, he said that she covered a lot of things within the HR department that were lacking, such as job descriptions, org charts, training and step requirements. He said that she is leaving us with a good foundation and whoever takes over her job responsibilities will be able to walk in and build upon that.

- Ms. Glab said that she is happy to say that there is a very good team here that works together and that she couldn't not have done those things without them because they all worked on different parts of that too. She said she appreciates the kind words and thanked him.

Mr. Cromer asked Ms. Glab if she thought that the HR administrator is important to the city or if she thought that the City Clerk could be combined with HR or if it should be its own position.

- Ms. Glab said that she thinks that the city is working towards having a full time HR person but agrees that we are not there yet and suggested a hybrid Deputy Clerk/HR with the City Clerk as the supervisor of that position. She said that she thinks that the HR position took up more time than initially thought and there is still a lot to do. She feels that combining the two positions is the most beneficial use of the position.

Mr. Jacobson said that that idea has been conveyed to the Council by the Clerk as well. Changing to position to 50% HR and 50% Deputy Clerk, so that the two positions can act as a back up to each other, cross training those two key positions. He also asked about the Empower plan advisor that will be coming to the City on August 10<sup>th</sup>. He asked if the employees know about that and asked if they have been signing up to fill up the spots that he has for 1 on 1's.

- Ms. Glab said that she does not have the info on if employees have been signing up for the 1 on 1's, but that she did send an email out to all of the current employees. She said that she has handed the project off to the City Clerk and that Ms. Dionne has been in contact with John on the details and his needs. She also let everyone that that the biometric screening for employees and spouses on the city health plan is scheduled for October 12, from 8am to noon.

Mr. Jacobson asked a few additional questions about the visit from Empower and the plans that will be discussed. He also asked about the cities contribution to PERS for each employee.

- Ms. Fogarty let him know that she would get some more info for him on those questions.

#### Borough Representative

- Mr. Cromer attended the FNSB meeting on 7/12/2023.
- This meeting was a special meeting regarding giving money to the school district. The meeting was very short and no decisions were made.

#### City Clerk's Office, Melissa Dionne

- Ms. Dionne reminded everyone that the filing period to run for Council is open and will remain open until 7/31/2023. So far, we have had 2 people turn in paperwork.
- She reminded the Council that she still has not received bios from everyone and would really like to see the Council section on the website complete.



- Ms. Dionne said that she has been working with HR on getting up to speed on duties, so that nothing is forgotten. She shared that she has been sharing ideas with the staff and Council about possible changes to the HR position a little to make the position work a little better for the city's needs.

Mr. Jacobson asked if the info that he and Ms. Clack provided for the election brochure last year was included on their Council bio pages.

- Ms. Dionne responded that yes, she has used that info and that Ms. Clack had provided additional pictures and that Mr. Cromer had also provided a new photo and some verbiage to use. On the other pages the info that is included for each Council member is their contact info and term.
- Ms. Dionne wished Ms. Glab the best of luck on her future and said that she enjoyed working with her and hoped to see her again soon.

## **ON GOING PROJECTS**

None

## **New Business**

- Ordinance 23-08, An Ordinance of the City of North Pole Amending Title 2 Personnel System

Ms. Clack *moved* to approve Ordinance 23-08

Seconded *by* Mr. Cromer

### **On the Ordinance**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 6 – A. Welch, Clack, Jacobson, Cromer, Keller, Skipps

No: 0

Absent: 1 - Mayor Welch

- Ordinance 23-09, An Ordinance of the City of North Pole Amending Title 2 Personnel System, Travel and Host Reimbursement

Ms. Clack *moved* to approve Ordinance 23-08

Seconded *by* Mr. Skipps

### **On the Ordinance**

#### **DISCUSSION**

None

#### **PASSED**

Yes: 6 – A. Welch, Clack, Jacobson, Cromer, Keller, Skipps

No: 0

Absent: 1 - Mayor Welch

## COUNCIL COMMENTS

- Ms. Welch thanked everyone for the prayers for the Mayors health in the invocation given by Mr. Skipps, she appreciates it. She wished Ms. Glab good luck in the upcoming election for the open City Council seats and her future endeavors. She reminded everyone to stay cool out there, to be sure and hydrate and to not start any fires.
- Mr. Keller wanted to echo some of the highlights from the department heads and that we have a lot going on within our community. The Fallen Heros ceremony on July 27<sup>th</sup> and the fire department open house this Saturday. He wanted also to echo Chief Heineken's plea for people to get things checked out, those pellet stoves, HRV systems checked, it's a great time to have your septic pumped rather than waited for the first freeze up, so check those things out. It is wonderful weather, although he said it is a little warm for him, but that he will take this over very humid places that he's been to before. He asked everyone to be safe, make the best decisions on how to spend your time and to look out for your neighbors.
- Mr. Cromer shared that he is glad that we have at least 2 candidates out there for the open Council seats, he did not want to run into an issue like last year and have to do another coin flip.
- Mr. Jacobson said that he appreciates all the efforts of the city employees when it comes to the audit and getting that final push in, also to all the other departments. The amount of work that you do, especially during the summer with our buildings. With the public works department there is just a lot of stuff to get done and of course with the police and fire are always kept busy no matter what and it is just one seasonal crisis to the next. He encourages everyone, even though we live in a small town where we are pretty safe because crime is low, to not invite criminal activity by leaving valuables in unlocked cars or leaving keys in your ignition or your cars running. So please be safe about that. He reminded everyone that he passed out some construction information about all the different projects going on in the Northern Region. Starting August 5-13<sup>th</sup> the Richardson Hwy at Airport will be closed so be prepared for that.

## ADJOURNMENT

Ms. Welch *moved* to adjourn.

Seconded by Mr. Skipps

The regular meeting of Monday, July 24, 2023, adjourned at 8:25. p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, July 24, 2023.

ATTEST:

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Melissa Dionne, City Clerk

**ORDINANCE 23-10**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
ADJUST THE POLICE DEPARTMENTS' BUDGET**

**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. Moving \$30,000 from Wages to Travel and Training to send officers to the Police Academy and \$25,000 to Building Maintenance to build additional office space.

**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 2023.

\_\_\_\_\_  
Mayor: Michael W. Welch

ATTEST:

\_\_\_\_\_  
Melissa Dionne, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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**City of North Pole, Alaska**  
**Fiscal Note Year: 2023**  
**Ordinance: 23-10**

**Originator/Sponsor:** Steve Dutra, North Pole Police Chief

**Date:** August 1, 2023

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

<u>Fund- Dept.</u>	<u>Account Description</u>	<u>Account #</u>	<u>Debit</u>	<u>Credit</u>	<u>Effect</u>
General Fund	Travel & Training	01-53-5-5100	30,000.00		Increase
General Fund	Wages: Full Time	01-53-1-0010		30,000.00	Decrease
General Fund	Building Maintenance	01-53-7-7000	25,000.00		Increase
General Fund	Wages: Full Time	01-53-1-0010		25,000.00	Decrease
		Total	55,000.00	55,000.00	

**Prepared By:** Tricia Fogarty **Date:** August 1, 2023

**Finance Approval:** Tricia Fogarty **Date:** August 1, 2023

**CITY OF NORTH POLE  
RESOLUTION 23-10**

**A RESOLUTION OF THE NORTH POLE CITY COUNCIL DESIGNATING CITY OFFICIALS'  
AUTHORIZATION TO SIGN ON CITY OF NORTH POLE ACCOUNTS**

**WHEREAS**, in order to carry out the financial responsibilities of city government the City Council must designate two or more city officials to sign and endorse checks, drafts or other orders on behalf of the City of North Pole; and

**WHEREAS**, there is a change in personnel on the North Pole City Council and it is necessary for the City Council to designate city officials who will be authorized to sign and endorse checks, drafts or other orders on all City of North Pole accounts; and

**WHEREAS**, it is prudent for the City to seek financial services that safeguard the financial resources of the City providing the highest level of service at the most affordable cost and best interest rates.

**THEREFORE, BE IT RESOLVED** that the following city officials are hereby designated and authorized to sign and endorse checks, drafts or other orders on behalf of the City of North Pole. This authority will remain in effect until revoked in writing.

**BE IT FURTHER RESOLVED** that the city officials listed below are authorized to receive information pertaining only to deposits, balances, items paid or items returned on City accounts. This authority will remain in effect until revoked in writing.

**Michael W. Welch**

**Melissa Dionne**

**Anton Keller**

**Chandra Clack**

**David A. Skipps Sr.**

**DeJohn Cromer**

**Jeffrey Jacobson**

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of North Pole, Alaska this \_\_\_\_ day of August 2023.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

CITY OF NORTH POLE  
RESOLUTION 23-II

A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO PLACE AN INITIATIVE ON THE  
OCTOBER 3, 2023 BALLOT AUTHORIZING THE CITY TO APPLY FOR AND ACCEPT A \$1.5  
MILLION FORGIVABLE LOAN TO MITIGATE EMERGING CONTAMINATES (TO INCLUDE  
PFAS)

WHEREAS, the City of North Pole's public water system provides the community with clean drinking  
water via a water main system developed in the 1970s and early 1980s,

WHEREAS, this water distribution system is made of failing thin-gauge steel piping, which experiences  
significant and constant leaks at the fittings and joints and includes critical municipal infrastructure and  
lifelines, such as City Hall, the Police and Fire Departments, Public Works, three public schools, medical  
clinics, Senior Citizen Centers and Housing, and many residences.

WHEREAS, the Alaska Division of Water State Revolving Fund will apply to the Environmental  
Protection Agency (EPA) for grant funding through the Base Funds and Bipartisan Infrastructure Law  
(BIL) Funds for State Fiscal Year 2024 (SFY24) and additional BIL funding will be available for the next  
five years.

WHEREAS, the City of North Pole is requesting authority to apply for and accept a \$1.5 million forgivable  
loan from the Alaska Division of Water State Revolving Fund to monitor and mitigate emerging  
contaminates.

WHEREAS, the Alaska Division of Water State Revolving Fund stated it will reimburse the City of North  
Pole for 100% of the loan.

THEREFORE, BE IT RESOLVED that the North Pole City Council approves that the following question  
be placed on the October 3, 2023 ballot as follows:

PROPOSITION I  
City of North Pole  
October 3, 2023

AUTHORIZING THE CITY OF NORTH POLE TO APPLY FOR AND ACCEPT A \$1.5 MILLION  
FORGIVABLE LOAN TO MITIGATE EMERGING CONTAMINATES (TO INCLUDE PFAS)

The City of North Pole is requesting authority to apply for and accept a \$1.5 million forgivable loan from  
Alaska Division of Water State Revolving Fund to monitor and mitigate emerging contaminants. Emerging  
contaminants include, but are not limited to, per- and poly-fluoroalkyl substances (PFAS) and other  
persistent organic pollutants; biological contaminants and microorganisms; some compounds of  
pharmaceuticals and personal care products; nanomaterials and microplastics; and harmful algal blooms  
in surface waters. This loan will be for 20 years at an annual interest rate of 1.5%. If needed, the City will  
repay the loan from the existing general funds. The City's annual loan payment will be approximately  
\$86,858, although this loan is forgivable (all funds paid will be reimbursed to the City). The Alaska Division  
of Water State Revolving Fund stated it will reimburse the City of North Pole for 100% of the loan.

Shall the City of North Pole apply for and accept a \$1,500,000 forgivable loan offer from Alaska Division of  
Water State Revolving Fund at an interest rate of 1.5% for a period of 20 years to be repaid from general  
funds for the purpose of mitigating emerging contaminants?

YES ☐ NO ☐

56 Alaska this \_\_\_ day of August 2023,  
57  
58

59 \_\_\_\_\_  
60 Michael W. Welch, Mayor

61 ATTEST:  
62

63 \_\_\_\_\_  
64 Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

CITY OF NORTH POLE  
RESOLUTION 23-12

A RESOLUTION OF THE NORTH POLE CITY COUNCIL TO PLACE AN INITIATIVE ON THE  
OCTOBER 3, 2023 BALLOT AUTHORIZING THE CITY TO ACCEPT A \$653,000 LOAN TO  
DESIGN NEW WATER MAINS TO ADDRESS POTENTIAL WATER SYSTEM FAILURE

WHEREAS, the City of North Pole's public water system provides the community with clean drinking water via a water main system developed in the 1970s and early 1980s,

WHEREAS, this water distribution system is made of failing thin-gauge steel piping, which experiences significant and constant leaks at the fittings and joints.

WHEREAS, the downtown water distribution system includes critical municipal infrastructure and lifelines, such as City Hall, the Police and Fire Departments, Public Works, three public schools, medical clinics, Senior Citizen Centers and Housing, and many residences.

WHEREAS, the City of North Pole is proposing a \$653,000 planning and design project funded through a loan provided by the Alaska Department of Environmental Conservation (ADEC). The purpose of the project is to define the requirements for a construction project to replace the aging downtown water mains, ensuring continued service and safety for the growing population.

WHEREAS, a planning and design project will support future grant applications to fund the initial downtown system replacement construction (estimated to cost \$6.5M) and the entire system replacement (\$28.2M).

WHEREAS, the City of North Pole Utility has existing capital charges levied on all utility rate payers that generate sufficient revenues to repay the loan over its 20-year life without the need to raise utility rates, property taxes, or sales tax rates.

THEREFORE, BE IT RESOLVED that the North Pole City Council approves that the following question be placed on the October 3, 2023 ballot as follows:

PROPOSITION 2  
City of North Pole  
October 3, 2023

AUTHORIZING THE CITY OF NORTH POLE TO ACCEPT A \$653,000 LOAN TO DESIGN NEW  
WATER MAINS TO ADDRESS POTENTIAL WATER SYSTEM FAILURE

The North Pole Utility is requesting authority to accept a \$653,000 loan from the Alaska Department of Environmental Conservation (ADEC) to fund planning and design of replacement water main distribution system (Downtown Loop area) for the City of North Pole. The Downtown Loop area, which was developed in the 1970s and early 1980s, consists of approximately eight miles of distribution water mains. However, most of these mains are over 50 years old and made of thin-gauge steel piping, which experience significant and constant leaks at the fittings and joints. The Downtown Loop water mains typically operate between 80 to 135 pounds per square gauge (psig), exceeding the 100-psig pressure rating of the system pipes and contributing to the leaking issue. This operating range does not include the increased range during the tourism season or the winter months when the pipes can freeze, causing further damage to the system and aging pipes. As the population is expected to increase, the risk current system failure is an important issue for the City. Leaks and failures will result in infrastructure damage, emergency service disruptions, human health risks, safety issues, and will negatively impact economic development. This loan will be for 20 years at an annual interest rate of 1.5%. The Utility will repay the



loan from the existing capital construction utility charges collected from all utility rate payers. This project will not use property taxes nor sales tax for either construction costs or to repay the loan. The Utility's annual loan payment will be approximately \$37,824.

Shall the City of North Pole accept a \$653,000 loan offer from the Alaska Department of Environmental Conservation (ADEC) at an interest rate of 1.5% for a period of 20 years to be repaid from the existing capital construction utility charges collected from all utility rate payers for the purpose of mitigating emerging contaminants?

YES ☐ NO ☐

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of North Pole, Alaska this \_\_\_ day of August 2023.

\_\_\_\_\_  
Michael W. Welch, Mayor

ATTEST:

\_\_\_\_\_  
Melissa Dionne, City Clerk

PASSED/FAILED

Yes:

No:

Absent:

## SERVICES CONTRACT

PROJECT NAME: **2023 Candy Cane Light Repainting**

1. PARTIES. The parties to this contract are the CITY OF NORTH POLE ("CITY"), and GRAHAM CONSTRUCTION ("CONTRACTOR").
2. SCOPE OF WORK. The scope of work entails repainting 15 striped light poles. Light poles will be taken down and brought back to the shop to be prepped and painted. They will be reinstalled when finished. Light poles will be sanded to removing any rust and primed to prepare surface for paint. Light poles will be painted solid white and striped with red paint to look like a candy cane. Industrial paint will be used to paint the light poles. It is designed to adhere well to various surfaces, ensuring a smooth and consistent application without peeling or flaking, thus helping to preserve the life span of the paint. Attachment 1 provides additional information on the poles and locations.
3. QUALITY OF WORK. CONTRACTOR will comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated. Paints will be applied to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Additionally sharp lines and color breaks will be cut in. CONTRACTOR will perform its duties in a professional, workmanlike manner, and in compliance with the standards of the CONTRACTOR's trade. All work will be under warranty for 5 years.
4. CONTRACT PRICE. The CITY will pay the CONTRACTOR \$3,200 per light pole for the work upon completion to include removal, repainting, and re-installation in working order of all 15 poles.
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 for the painting of up to 17 additional light poles . 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. The 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, 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 Council 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. Each party has had an opportunity to consult with an attorney prior to signing this document and this agreement shall not be construed against the drafter but shall instead be construed consistent with reasonable commercial practices. 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: \_\_\_\_\_

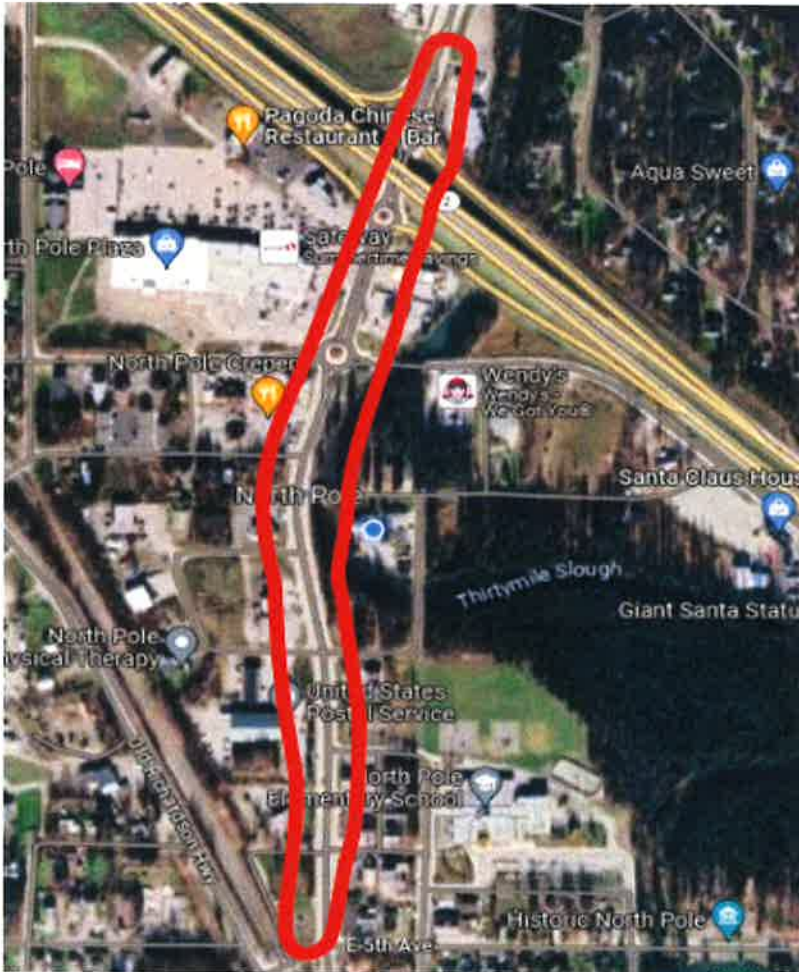
Date: \_\_\_\_\_

Date: \_\_\_\_\_

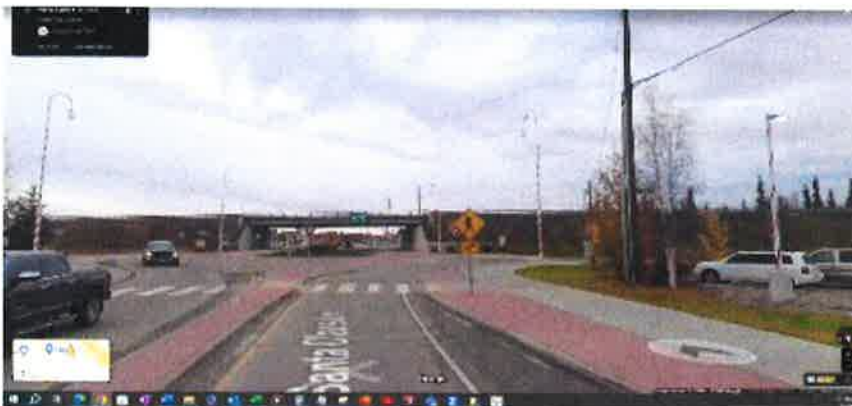


# Attachment 1

## North Pole Candy Cane Light Refresh/Repaint



- Light poles approximately 22-24' ft high along Santa Claus Lane
- Start at Santa Claus Lane and E. 5<sup>th</sup> and go north to the other side of the Richardson Hwy.
- These end at the northern roundabout (Badger Rd)
- Google Maps provides a useful view





# MEMORANDUM

City of North Pole Clerk's Office

Melissa Dionne, City Clerk

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TO: North Pole City Council

FROM: Melissa Dionne, City Clerk

SUBJECT: Deputy City Clerk/HR Position

DATE: 8/7/2023

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North Pole City Clerk's Department requests approval to begin the hiring process for a Deputy City Clerk/HR position.

We are currently without an HR Administrator; this is not an ideal situation for the city and one that we need to alleviate as soon as possible. After a lot of consideration of the position as it was before, 51% HR and 49% Assistant to the Mayor, I believe that a better fit for our needs will be changing this position to a HR/ Deputy City Clerk. Not only would that take care of our HR needs, but the position would also function as a back-up for the City Clerk, something that we do not have now. I believe that this combination of positions is what fits the needs of the city best.



### **DISCLAIMER: INTENT AND FUNCTION OF JOB DESCRIPTIONS**

*This Job Description has been created to assure that all City of North Pole recruitments begin with a properly-administered hiring process, that all applicants are appropriately evaluated, and that all employees receive and maintain clarity on reporting relationships, duties, and responsibilities. Quality candidates should not be disqualified simply for failing to meet minimum standards. Hiring discretion remains with the City.*

*All City of North Pole Job Descriptions utilize the Compensable Factors Analysis to tie Job Descriptions to the Classification System, to assure equity among classifications, and to reduce the potential of improper compensation. This Job Description has been written to provide the minimum standards expected to successfully perform the requirements of the position.*

**Non-Management Job Descriptions** outline expected:

*Levels of Education, Years of Experience and Technical Knowledge, Physical Demand, Mental Demand and Working Conditions of the job.*

*This Job Description should not be considered complete or all-inclusive as additional functions and requirements may be assigned from time to time by supervisors as deemed appropriate – often listed as ‘peripheral tasks’ or “other duties as assigned”. It has also designed to be used as part of an effective Performance Appraisal process.*

*This Job Description is updated in accordance with the Americans with Disabilities Act (ADA) and Fair Laborers Standard Act (FLSA). Reasonable accommodations may be made to enable individuals with disabilities to perform the functions & duties as described.*

*Note: Job descriptions are not intended as and do not create employment contracts. The City of North Pole maintains its status as an at-will employer, which means that any employee may be hired, promoted and terminated for any reason not prohibited by law.*

---

### **ADVERTISEMENT LANGUAGE**

*Deputy City Clerk - The City of North Pole, Alaska is looking for a Human Resources Generalist/Deputy City Clerk to provide support to the City of North Pole. High school diploma or general education degree (GED) required; post-high school education or professional certificate from college or technical school preferred. Hourly Wage Range: \$27.80 to \$29.49.*

*See the complete job description and obtain application prior to interview by contacting City Hall at 125 Snowman Ln, North Pole, AK 99705 or by email at [mdionne@northpolealaska.org](mailto:mdionne@northpolealaska.org) Position open until September 1, 2023. The City of North Pole is an Equal Opportunity Employer.*



**Job Title:** Human Resource Generalist / Deputy City Clerk  
**Department:** Administration  
**Classification:** Non-Management / at-will  
**FLSA Status:** Hourly, Overtime non-Exempt  
**Salary Range:**

## REPORTING RELATIONSHIPS

**Reports To:** City Clerk  
**Positions Supervised:** None

## FUNCTIONS & DUTIES

### COUNCIL SUPPORT

*Assist the Clerk of the Council and provide administrative and technical support to the City Council.*

*Assist the Clerk in preparing and publishing minutes and audio of Council meetings to the website.*

*Perform a variety of tasks including proofreading documents, drafting ordinances, conducting research and fact-finding, and preparing agendas, and applicable public notices.*

*Make recommendations for improvement of the form or substance of the code through drafting ordinances for the City Council.*

*Assist other employees with the preparation of ordinances. Periodically review code for City of North Pole deficiencies, conflicts, or obsolete provisions.*

### CITY CLERK

*Assist in the management of municipal records and assist the Clerk in developing a Records Retention Schedule and procedures for inventory, storage, and destruction of records*

*Maintains an index of all permanent municipal records, provides for the codification of ordinances, and authenticate or certify records.*

*Provide support to the City Clerk in responding to public records requests.*

### ELECTION ADMINISTRATION

*Assist the City Clerk in duties of Voter Registrar, preparation and supervision of all City elections in compliance with 42 U.S.C. (Voting Rights Act of 1965) as amended.*

**OTHER:** *Other duties as assigned by the City Clerk.*

### Human Resource

*Ensures all paperwork is prepared in accordance with state and federal guidelines, along with the City of North Pole policies.*

*On/Off-board Staff members via the Tyler System.*





*Maintains employee information.*

*Makes job offers to applicants and coordinates background checks.*

*Is responsible for hosting New Hire Orientation.*

*Develops and implements various Human Resource projects.*

*Organizes and maintains a secure confidential filing system.*

*Maintains confidentiality of decisions, actions, and recommendations. Uses discretionary judgment when requested to disclose confidential personnel information on applicants and/or employees.*

*Review, update, and evaluate policies to provide to the council.*

*Make travel arrangements for staff members.*

*Act as Insurance and benefits coordinator.*

*Organize and track training requirements.*

*Track workers comp and OSHA documentation.*

*Maintain Loss Control/Safety program requirements.*

*Other duties as proscribed by city code.*

## **PERFORMANCE MEASURES**

*(Determined by Mayor and Council)*

- Successful applicant must pass a background check and take the oath of office.
- Must pass 90-day Probationary Period.

## **ESSENTIAL KNOWLEDGE, SKILLS & ABILITIES**

*Note: Any combination of education, training and work experience will be considered*

### **Education & Certification**

- High school diploma or general education degree (GED); post-high school education or professional certificate from college or technical school. **(Level 2)**
- Must possess a valid Driver's License and maintain a status of insurability.
- Must be bondable.

### **Experience**

- More than three years of experience (please detail below) at a related or next lower position **(Level 3)**
- Ability to understand and carry out oral and written instructions and to request clarification when needed.
- Ability to maintain established records and files.
- Ability to meet the public well and to deal effectively with their questions or problems, seeking assistance when needed.



- Ability to establish and maintain effective working relationships with co-workers, employees, and officials in other departments.
- Ability to communicate effectively orally and in writing.

### **Knowledge**

- Use of addition, subtraction, multiplication and division of numbers including decimals and fractions. Use of simple formulas, charts, tables, drawing, specifications, schedules, wiring diagrams, use of adjustable measuring instruments, checking of reports, forms, records and comparable data **where some interpretation is required**. Intermediate knowledge of basic computer and technical skills. **(Level 2)**
- Working knowledge of business English, spelling, and arithmetic; office practices and procedures; departmental rules and regulations.
- Considerable knowledge of modern office and clerical procedures and practices.
- Considerable knowledge of accounts receivable.
- May be required to type accurately at a speed of at least 40 wpm and/or operate a calculator by touch.

## **EFFORT**

### **Physical Demand**

- Infrequent lifting of heavy objects that generally does not require assistance. General office work with minimal recurring movement including filling of documents, lifting standing, bending, stooping, walking, crawling or climbing. **(Level 1)**

### **Mental Demand**

- Requires moderate independent decision making / interpretation within duties or daily operations within a functional area. Requires reading and comprehending simple instructions, preparation of simple correspondence and memos, and the ability to effectively present information to the supervisor. Occasionally receives guidance from superiors when performing tasks. **(Level 2)**

## **JOB CONDITIONS**

### **Working Conditions**

- Works in non-hazardous conditions; limited general contact with other employees and / or external customers. **(Level 1)**

### **Contact with Others**

- Strong written and oral communication and customer service skills.
- Demonstrate ability to interface harmoniously and effectively with the public and at all levels of management and government.
- Must develop and maintain courteous and effective working relationships with citizens, vendors, representatives of external organizations, governmental agencies and elected officials of the city, state and nation.



- Must maintain courteous, professional, and effective working relationships with employees at all levels of the organization.

### **GENERAL WORK ENVIRONMENT**

- Mixed political and administrative environment. Must be able to maintain a high degree of confidentiality and professionalism.
- Work is generally performed indoors in a climate-controlled office environment with ability to sit, stand and lift objects.
- Must be able to work weekends, holidays, or evenings when necessary.



# MEMORANDUM

City of North Pole Clerk's Office

Melissa Dionne, City Clerk

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TO: North Pole City Council

FROM: Melissa Dionne, City Clerk

SUBJECT: Work Shield

DATE: 8/7/2023

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North Pole City Clerk's Department requests approval to contract with Work Shield to provide HR reporting, investigations, and resolutions.

As you can see by the included slides Work Shield has a lot to offer to our city. Having a third party to report to removes the fear that employees could face regarding retaliation or that their complaint won't be taken seriously and having that party conduct the investigation means that there is no bias.

At such a small cost to the City I think moving forward with this program only makes sense. The City Clerk/HR budget can support the additional costs (\$800) for the rest of 2023.



# Resolve claims of harassment & discrimination easier and smarter

THIRD-PARTY REPORTING, INVESTIGATIONS,  
AND RESOLUTION SERVICES FOR TODAY'S  
CONSCIENTIOUS COMPANIES.

## OUR SERVICES



### SAFE REPORTING

An easy, accessible way to confidently report concerns directly via mobile device, tablet, computer or through our call center.



### INVESTIGATIONS

Our team of investigators review and handle incidents thoroughly, efficiently and objectively.



### RESOLUTIONS

We deliver fair and ethical resolution recommendations to employers in the most efficient time possible, often less than 5 days.



### DATA & ANALYTICS

Real-time incident updates and notifications with legally-compliant documentation, storage, and archive. Plus, detailed analytics that reveal trends, patterns and cultural insights.

“

*An invaluable solution to problems that have plagued people and institutions for a very long time.*

A Complete Misconduct Solution that manages risk associated with Title VII & Title IX Claims and makes a positive impact on your organization

*Effectively mitigate liability and help create more positive, inclusive, and equitable cultures.*

- DISRUPT TOXIC BEHAVIOR
- STRENGTHEN CULTURE
- MITIGATE LIABILITY RISK
- COMPLY WITH EEOC
- ELEVATE EQUITY AND INCLUSION
- 6X FASTER RESOLUTIONS
- SUPPORT DEI INITIATIVES
- INCREASE TRANSPARENCY
- LOWER LEGAL FEES
- STREAMLINE INCIDENT MANAGEMENT



Can your reporting solution  
pass the EEOC compliance test?

CONTACT JEFF YATES TO LEARN MORE  
JEFF.YATES@S3MANAGEMENTGROUP.COM  
214.491.7102



# PROTECTING People Organizations Cultures All at the same time



An AML Shared  
Services Program



S3  
MANAGEMENT  
GROUP





# HR Needs A Law Degree in 2022!!

McDonald's rolls out new standards to fight harassment and discrimination in its restaurants

AG sues Wenatchee veterans nonprofit, founder for sexual harassment

Pregnancy Discrimination in the Workplace



Ageism is a 'rampant' form of discrimination in our workplaces, experts warn

By Claire Moodie

\$425,000+ Settlement For Group of Healthcare Employees

AGE AND SEX DISCRIMINATION AND RETALIATION:



WORKPLACE  
MISCONDUCT

Nine Black workers sued a Dallas company for discrimination. A jury agreed in a \$70 million verdict

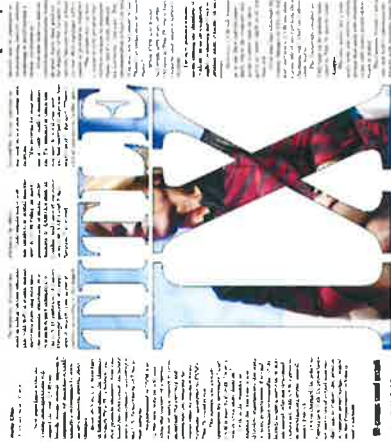
The workers, along with a white co-worker, spoke up about the racial discrimination they were seeing in the workplace.

Companies not ready for bullying bill



"EVEN MORE  
DIFFICULT"

Advocates concerned over new sexual assault policy



# Not Just In The Lower 48 – It's Closer Than You Might Think



WORKPLACE  
MISCONDUCT

**Bronson-appointed Anchorage library manager accused of racist remarks and fostering a hostile work environment**

By **Zachariah Hughes**, Emily Goodykoontz  
Updated: June 9, 2022

**Veteran Fairbanks police officer quits, alleges sexual harassment and retaliation**

By **Tim Ellis**, **KUAC - Fairbanks** - May 25, 2021

**Fairbanks police officer resigns alleging hostile work environment**

By **Robyne**, **KUAC - Fairbanks** - July 22, 2021

**ANTHC boss resigned after employee accused him of 'unrelenting' abuse**

By **Kyle Hopkins**, **Michelle Theriault Boots**  
Updated: March 3, 2021

**Alaska's attorney general sent hundreds of 'uncomfortable' texts to a female colleague**

By **Kyle Hopkins**  
Updated: February 3, 2021  
Published: August 25, 2020



**Alaska Gold Mine to Pay \$690,000 to Settle EEOC Sex Discrimination and Retaliation Lawsuit**

## Recent Influences

# Workplaces Reflect What's Happening In Society



EVERY COMPANY IS AT RISK

In 2021, more  
than \$5.4B<sup>1</sup> was  
paid in various  
reputational and  
employment  
related litigation  
and EEOC  
settlements.<sup>1</sup>

  \$2.2M

DISCRIMINATION and  
REASONABLE  
ACCOMMODATIONS

  \$250K

family-owned co. settles after  
supervisor creates racially  
HOSTILE ENVIRONMENT

  \$2.2M

DISCRIMINATION and  
REASONABLE  
ACCOMMODATIONS

  \$20M

company-wide, sex-based  
HIRING DISCRIMINATION

  \$20.5M

DISCRIMINATION,  
SEXUAL HARASSMENT,  
and RETALIATION

  \$10M

subjected female and black  
employees to SEXUAL and  
RACIAL HARASSMENT

  \$1.2M

oil supply co. sued for racially  
HOSTILE ENVIRONMENT  
and RETALIATION

  \$1.25M

SEXUAL HARASSMENT by  
a manager - Del Taco failed to  
respond ADEQUATELY

  \$19M

DISCRIMINATION and RACIAL  
HARASSMENT

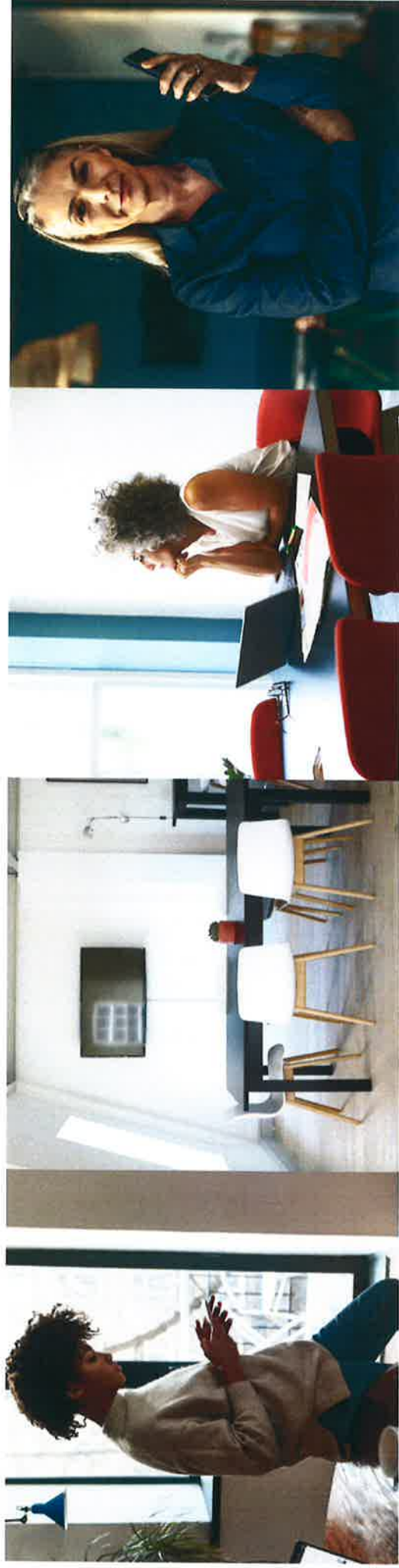
<sup>1</sup>Fines do not include charges filed with state or local Fair Practices Agencies, party settlements, or attorney fees  
Source: U.S. Equal Employment Opportunity Commission ("EEOC") [https://www.eeoc.gov/fiscal-year-2020-annual-performance-report#h\\_6866809014781611083645568](https://www.eeoc.gov/fiscal-year-2020-annual-performance-report#h_6866809014781611083645568)  
[https://www.sevfarth.com/idr\\_disc/publications/MCAR\\_SAMPLE\\_2021.pdf](https://www.sevfarth.com/idr_disc/publications/MCAR_SAMPLE_2021.pdf) and <https://www.forbes.com/sites/schwardson/2021/01/05/after-settling-a-new-record-in-2020-workplace-related-litigation-will-remain-a-source-of-significant-financial-exposure-for-employers/?sh=50865f66678b>. See also "Workplace Class Action Settlements Hit Record \$3.6B in 2021" by Hugo Guzman.

<sup>1</sup>Fines do not include charges filed with state or local Fair Practices Agencies, party settlements, or attorney fees  
Source: U.S. Equal Employment Opportunity Commission ("EEOC") [https://www.eeoc.gov/fiscal-year-2020-annual-performance-report#h\\_6866809014781611083645568](https://www.eeoc.gov/fiscal-year-2020-annual-performance-report#h_6866809014781611083645568)  
[https://www.sevfarth.com/idr\\_disc/publications/MCAR\\_SAMPLE\\_2021.pdf](https://www.sevfarth.com/idr_disc/publications/MCAR_SAMPLE_2021.pdf) and <https://www.forbes.com/sites/schwardson/2021/01/05/after-settling-a-new-record-in-2020-workplace-related-litigation-will-remain-a-source-of-significant-financial-exposure-for-employers/?sh=50865f66678b>. See also "Workplace Class Action Settlements Hit Record \$3.6B in 2021" by Hugo Guzman.





# THE PROBLEM: A BROKEN SYSTEM OF BEING HEARD



## A Disconnect

### Employees Still Don't Have a Voice.

Despite diverse hiring, unconscious bias training and public commitments, many organizations are overlooking a crucial step in their culture initiatives, or mistakenly believe their current processes and procedures for managing workplace misconduct are adequate.



## National Averages

MISCONDUCT INCIDENTS THAT GO UNREPORTED

75%

COMPANIES THAT HAVE MISCONDUCT ISSUES ANNUALLY

61%

HAVE BEEN DISCRIMINATED AGAINST OR HARASSED

33%

ALIGNMENT OF COMPANY'S ACTION & STATED VALUES

28%



# BY THE NUMBER\$

63%

of an organization's market value is attributed to its overall reputation, on average.

\$160K

is the average cost to defend a harassment or discrimination lawsuit.

\$5.42B

paid during [ ] for reputational and employment related litigation and EEOC settlements.

\$444.6B

in annual cost of employee turnover due to toxic cultures in the U.S.

... but yet ...

76%

of the organizations who experienced a misconduct incident or reputation-damaging crisis said the crisis was preventable.



# THE ANSWER: WORK SHIELD UNTANGLES THE PROBLEM

## EVERY ORGANIZATION HAS THIS...

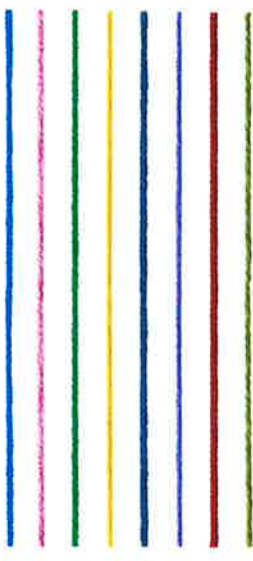
Workplace misconduct, culture issues, harassment, DEI initiatives, discrimination ethics or whistleblowing requirements, toxicity, and/or turnover.

## ... TRYING TO SOLVE WITH ANONYMOUS HOTLINES...

A complex process of "knowing" there are issues, yet few incidents are reported (*or not at all*), and the onus is put back on the *employer to unwind, investigate and resolve*.

## ... WILL SOLVE WITH WORK SHIELD!

The first complete solution of its kind that *untangles* the issues for employers, saves organizations time and money, mitigates risk and improves workplace culture.



GETTING IT RIGHT

LISTEN. BE INNOVATIVE AND SPECIFIC.  
AND TAKE ACTION TO CREATE LASTING CHANGE.



MORE THAN SPEAKING UP.  
EMPLOYEES WANT TO BE HEARD.

Without a safe and effective way for employees to deal with workplace harassment and discrimination concerns, employees will never experience a level playing field.



# 01

## Remove Fear of Reporting Retaliation

Despite open door policies, anonymous hotlines and reporting apps, when organizations manage misconduct investigations internally, employees don't report incidents. They are scared of retaliation and that their concern will not be taken seriously.



# 02

## Empower Employees with a Real Voice

When organizations partner with a third-party to manage both the reporting and investigations of workplace incidents, employees know they will be treated fairly and without negative consequence. For the first time, employees can not only speak up, but know that they will be heard.



# 03

## Resolve Incidents Quickly and Effectively

Employees are more likely to report an incident when they know their concern will be taken seriously and handled consistently. Incidents need to be investigated efficiently and effectively - faster than national average (average internal investigations can take 30+ days).



# 04

## Protect People, Organizations and Cultures

A start-to-finish workplace misconduct solution, conducted by experienced investigators, means bad behavior stops sooner, employees are empowered, cultures improve, and organizations can mitigate risk.





# THE SOLUTION: WORK SHIELD'S EMPLOYER INTELLIGENCE PLATFORM

More than reporting. *A comprehensive misconduct solution.*

## SECURE REPORTING

A confidential, secure way for employees to confidently report concerns directly to Work Shield

## WEB + MOBILE

Reporting available through customized employee reporting platform via smartphone, digital ID card, or online company portal

## DATA + ANALYTICS

Real-time incident updates, trends, culture insights and patterns are provided to better protect the culture

## FULLY RESOURCED

Work Shield certified investigators for every account

## EMPLOYEES EMPOWERED

Employees want to know that their employer hears them and will ensure a clear path to resolution

## DEFINED PROCESS

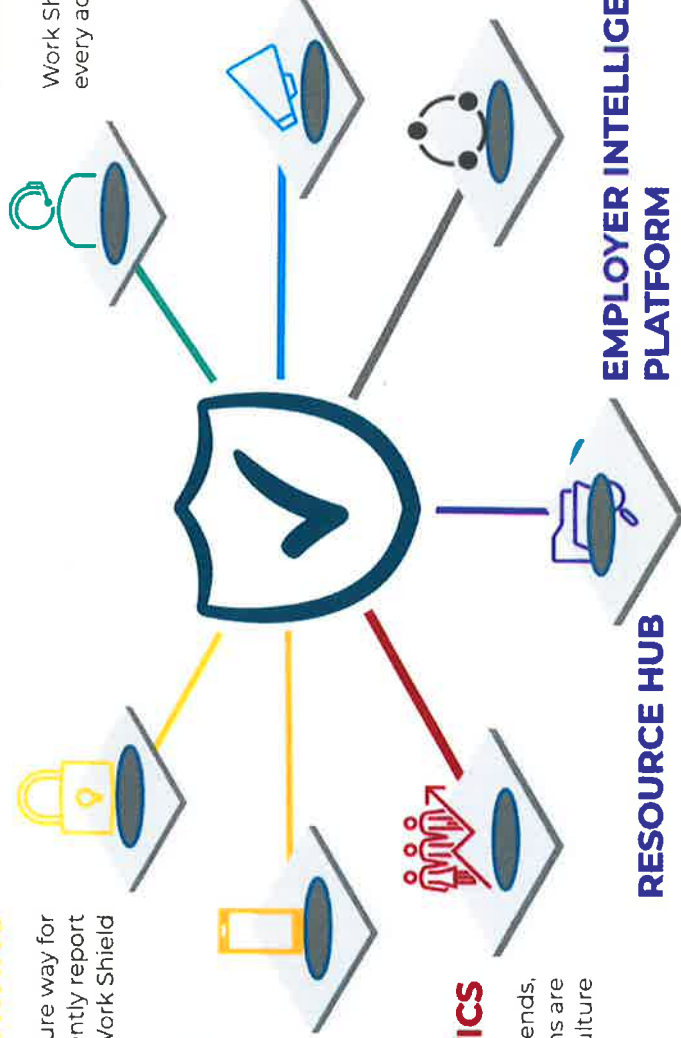
With a defined and consistent administrative process, corporate and legal risk is mitigated

## EMPLOYER INTELLIGENCE PLATFORM

All incident-related documentation, history and data is stored in one, easy-to-use centralized hub

## RESOURCE HUB

Onboarding, employee communication, notices, training and documents stored in one location at your fingertips



# THE SOLUTION: EASY EMPLOYER & EMPLOYEE EXPERIENCE

## Safe, Secure Incident Reporting

An easy, accessible way to confidently report concerns directly to Work Shield via mobile device, tablet, computer or through our call center.

## Automatic Notification & Communication

Ensure all parties are informed throughout the whole process whereby each incident may be uniquely directed to assigned team(s) in an organized, report-level format.

## Incident Management & Resolution

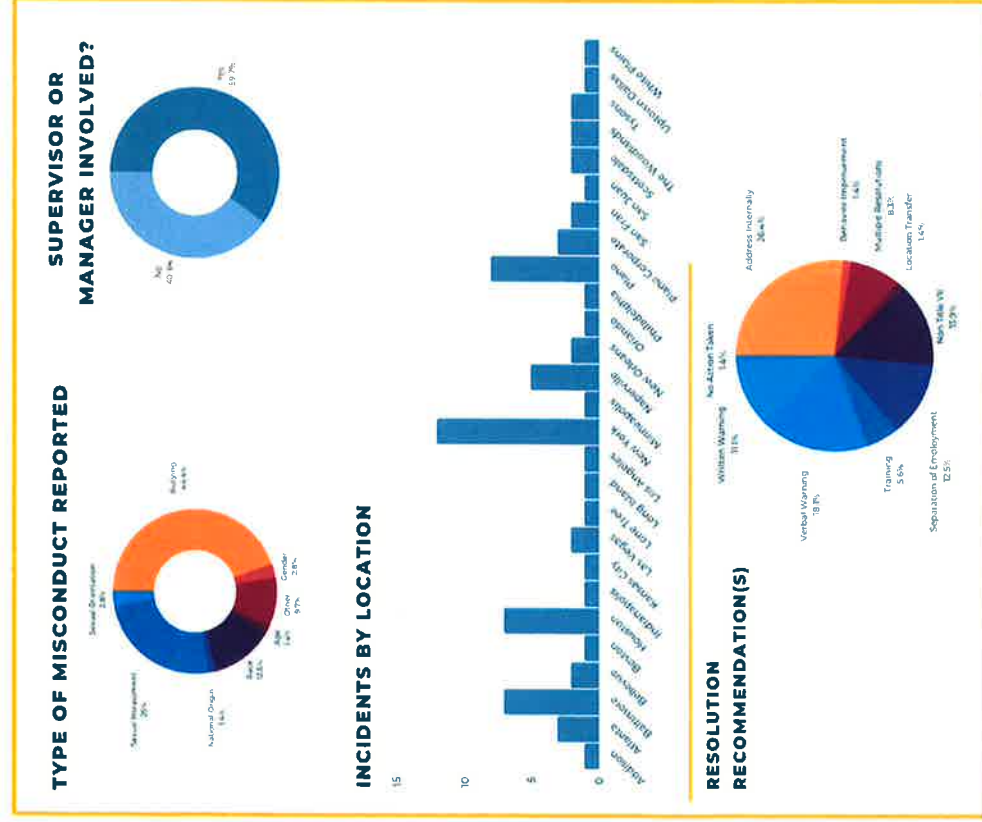
Our team of investigators review and handle incidents thoroughly, efficiently and objectively. We provide resolution recommendations based on investigative findings.

## Streamlined Management, Data & Analytics

Real-time incident updates and notifications with legally-compliant documentation, storage, and archive. Plus, detailed analytics that reveal trends, patterns and cultural insights.



## THE SOLUTION: EMPLOYER INCIDENT MANAGEMENT HUB



Be Hearc Co

Alicia Valdez

## Incidents

INCIDENTS	REFERENCE NUMBER	COMPANY	Real Name	• SUBMITTER	STATUS/DESCRIPTION	STATUS	LAST ACTIVITY DATE	PROGRESS	SERVICE	WHEN TYPE	ACTIONS
	REF01017	IBM - HONG KONG	REF01017	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Yellow	
	REF01018	IBM - HONG KONG	REF01018	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Pink	
	REF01019	IBM - HONG KONG	REF01019	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Brown	
	REF01020	IBM - HONG KONG	REF01020	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Red	
	REF01021	IBM - HONG KONG	REF01021	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Blue	
	REF01022	IBM - HONG KONG	REF01022	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Blue	
	REF01023	IBM - HONG KONG	REF01023	Whistleblower	Open	Open	2023-03-22	100%	IBM Support	Green	

## Related Entities

## Related Entities

## Users

	User 1	User 2	User 3
Action 1	Completed	In Progress	Not Started
Action 2	In Progress	Completed	Not Started
Action 3	Not Started	Not Started	In Progress

Highlighted cells (User 1, Action 2) and (User 2, Action 3) are connected by arrows to a box containing the text: "User 1 performed Action 2" and "User 2 performed Action 3".

# Getting Started

## EASY ONBOARDING

- ✓ No data integration or IT support needed
- ✓ Implementation can be completed in 5 days or less
- ✓ Work Shield develops all necessary documentation





## HOW TO MEANINGFULLY IMPACT CULTURE

LISTEN, BE INNOVATIVE AND SPECIFIC, AND TAKE ACTION TO CREATE LASTING CHANGE



### Influence From the Top

Send a message to employees at all levels that the organization-wide expectation is to treat everyone fairly and equally.



### Actionable Solution

Organizations that partner with the right partners can embed their beliefs and commitment to DEI into their operations.



### Visible Commitment

Employees see their organization taking proactive measures to create safer, more inclusive, equitable and diverse workplaces.



### Empowered Employees

Employees know they are valued and respected and should an incident occur, have confidence knowing that their voices will be heard.



### Long-Term Cultural Impact

Discourage behavior that leads to toxic workplaces, strengthening workplace cultures and encouraging inclusive environments.



### Attract Diverse Talent

Prospects know that organizations respect their employees, and are committed to giving them a real voice with DEI initiatives.

**Melissa A. Dionne**

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**From:** Jeff Yates <jeff.yates@s3managementgroup.com>  
**Sent:** Monday, July 31, 2023 8:43 AM  
**To:** Melissa A. Dionne  
**Subject:** RE: Work Shield Information

Good Morning Melissa,

The pricing is very straightforward, it's \$4/month per employee. When the agreement is signed you provide a total number of FTE's and part time employees. For the part time employees we use a ratio of 2:1. So as an example, if you have 40 FTE's and 20 part time, the total census for our program would be  $40 + 10 = 50 \times \$4 = \$200/\text{month}$ . This provides unlimited investigations, all rollout materials and supplies, and full access to the portal which tracks every incident, all documents/evidence, and outcome. It also tracks any other issues that were reported by not deemed to be a Title VII issue, which is helpful for improved operations. I'm happy to put this into a slide if that helps, just let me know how I can help. Talk to you soon.

Thanks  
Jeff

**Jeff Yates**  
(972) 984-5275, ext. 170