



# CITY OF NORTH POLE *Alaska*

**MONDAY, JUNE 5, 2017**  
**Work Session – Violations Committee**  
**5:30 p.m. – 6:30 p.m.**  
**Committee of the whole 6:30 p.m.**  
**Regular City Council Meeting – 7:00 p.m.**

**MAYOR**

Bryce Ward – Borough Rep  
888-4444

**CITY CLERK**

Kathy Weber, MMC  
488-8583

**COUNCIL MEMBERS**

Kevin McCarthy- Alt Dep Mayor Pro Tem	590-0800
Avery Thompson	388-5351
David Skipps	750-5106
Santa Claus	388-3836
Thomas McGhee – Mayor Pro Tem	455-0010
Doug Isaacson - Deputy Mayor Pro Tem	322-3133

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance to the US Flag**
3. **Invocation**
4. **Approval of the Agenda**
5. **Approval of the Minutes**
6. **Communications from the Mayor**
  - Arcadis/Agnew::Beck Growth Management Plan
  - **Proclamations**
    - Student of the Month for May: Kimberly Williams
    - Student of the Month for May: Makayla Crawford
7. **Council Member Questions of the Mayor**
8. **Communications from Department Heads, Borough Representative and the City Clerk**
9. **Ongoing Projects Report**

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

### **11. Old Business**

- a. Ordinance 17-13, an Ordinance to amend codes associated with the City of North Pole's Storm Water Management Ordinances, Chapter 12.24 – Illicit Discharge Detection and Elimination; Chapter 15.66 – Construction Site Storm Water Runoff; and Chapter 15.74 – Post-Construction Storm Water Management.
- b. Ordinance 17-14, An Ordinance to incur \$303,000 debt from a low-interest Alaska Department of Environmental Conservation (ADEC) loan for the purpose of constructing an extension to the wastewater treatment plant discharge sewer main in response to an ADEC Notice of Violation.
- c. Ordinance 17-15, an Ordinance to allow multiple water meters at properties with multiple occupancies and to allow a single customer sewer service line at properties with multiple occupancies.
- d. Ordinance 17-16, an Ordinance of the City of North Pole, Alaska to amend the 2017 Jag/Byrne grant to purchase an undercover vehicle for use by North Pole Police Department.

### **12. New Business**

- a. Approval of liquor license transfer from First Security Investments, dba Pagoda Chinese Restaurant to Steven & Julie Moody, dba Moody Brews BBQ & Catering.
- b. Fairbanks North Star Borough and City of North Pole Emergency Medical Services/Ambulance contract renewal and amendment #2.
- c. Approval of the North Pole City Council to write-off uncollectable utility debts totaling \$7,860.19.
- d. Ordinance 17-17, An ordinance of the North Pole City Council amending Title 2, Chapter 2.36.470, Personnel Code, Pay – F. Professional Development, within the North Pole Fire Department.
- e. Resolution 17-12, a Resolution of the City of North Pole in support of submitting a kickstarter competitive award to the Alaska Housing Finance Corporation to install energy efficiency technologies in City Hall.

### **13. Executive Session**

- a. Modification of the existing contingent fee agreement with CSG, Inc.

### **14. Council Comments**

### **15. Adjournment**

*The City of North Pole will provide an interpreter at City Council meetings for hearing impaired individuals. The City does require at least 48 hours' notice to arrange for this service. All such requests are subject to the availability of an interpreter. All City Council meetings are recorded on CD. These CD's are available for listening or duplication at the City Clerk's Office during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. or can be purchased for \$10.00 per CD. The City Clerk's Office is located in City Hall, 125 Snowman Lane, North Pole, Alaska.*



**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, May 15, 2017 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Ward called the regular City Council meeting of Monday, May 15, 2017 to order at 7:00 p.m.

***There were present:***

**Mr. McCarthy** – Alt Dep Mayor Pro Tem  
**Mr. Isaacson** - Deputy Mayor Pro Tem  
**Mr. Thompson**  
**Mr. McGhee** - Mayor Pro Tem  
**Mr. Claus**  
**Mr. Skipps**  
**Mayor Ward** –

***Absent/Excused***

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

Led by Mayor Ward

**INVOCATION**

Invocation was given by Mr. Isaacson

**APPROVAL OF AGENDA**

**Mr. McGhee** *moved to* **approve the agenda of May 15, 2017**

**Seconded by Mr. Isaacson**

**DISCUSSION**

None

**Mr. McGhee** *moved to* **consent the following items:**

**Old Business:**

- a. Ordinance 17-12, An Ordinance amending title 15, Building and Construction

**New Business:**

- b. Request to dispose of mobile home training facility at North Pole Fire Department.
- c. Renewal of the City of North Pole Healthcare Plan for July 1, 2017 – June 30, 2018

- d. Ordinance 17-13, an Ordinance to amend codes associated with the City of North Pole's Storm Water Management Ordinances, Chapter 12.24 – Illicit Discharge Detection and Elimination; Chapter 15.66 – Construction Site Storm Water Runoff; and Chapter 15.74 – Post-Construction Storm Water Management
- e. Ordinance 17-14, An Ordinance to incur \$303,000 debt from a low-interest Alaska Department of Environmental Conservation (ADEC) loan for the purpose of constructing an extension to the wastewater treatment plant discharge sewer main in response to an ADEC Notice of Violation.
- f. Ordinance 17-15, an Ordinance to allow multiple water meters at properties with multiple occupancies and to allow a single customer sewer service line at properties with multiple occupancies.
- g. Ordinance 17-16, an Ordinance of the City of North Pole, Alaska to amend the 2017 Jag/Byrne grant to purchase an undercover vehicle for use by North Pole Police Department

**Seconded by Mr. Isaacson**

**Discussion**

None

***On the amendment***

**PASSED**

Yes: 7– McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward

No: 0

Absent: 0

***On the Agenda as amended***

**Discussion**

None

**PASSED**

Yes: 7– McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward

No: 0

Absent: 0

**APPROVAL OF MINUTES**

**Mr. McGhee moved to approve the Minutes of May 1, 2017**

**Seconded by Mr. Isaacson**

**Discussion**

None

**PASSED**

Yes: 7– McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward

No: 0

Absent: 0

**COMMUNICATIONS FROM THE MAYOR**

- Proclamations
- Busy week with Meeting of the Arctic. Was privileged to participate.
- Senator Dan Sullivan had a town meeting at North Pole Worship Center on Friday evening.
- NPHS graduation will be held Tuesday at 7:00 p.m. at the Carlson Center.

**COUNCIL MEMBER QUESTIONS OF THE MAYOR**

Mr. McGhee asked about the small building next to the Glass Doctor. He stated that there was a request to the borough to make it into a marijuana dispensary.

Mayor Ward stated that it is not in the City boundaries.

Mr. Isaacson said it is still on the curb of the City and is across the highway from two churches. He would like the Mayor to talk with the borough about this.

Mayor Ward said that those comments were included to the borough.

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

**Fire Dept., Chief Coon**

- Open House on Saturday from 10 – 4.
- Earthquake house will be there and also hands on CPR.
- Refreshments will be served.

**Police Dept., Chief Dutra**

- CPR/AED certification for all personnel in the department.

- Officer Smith
- Officer Meyer starts FTO this week with Officer Smith.
- Attended the Chena Lakes Operations
- APOA award is on Saturday.
- Cruiz'in with Santa on Saturday and Chief will be working that.
- Memorial for
- June 1<sup>st</sup> – 10<sup>th</sup> for soccer and Tibbetts graduation. Troopers are trying to recruit him. Will be back on June 19<sup>th</sup>.
- Purchased gun locks to promote safety. Just received 500 and being paid for with drug money.
- Purchasing anti-theft kits.
- Received another \$6300 in forfeiture money.
- Lithia sold tickets
- Working on PSA on the fundraising for the Memorial Park with the corvette.
- Received a lot of positive feedback on the Memorial Park dedication.
- Busy summer.

Mr. Thompson said he appreciated that the NPPD was able to send Officer McBroom to the ceremony for Sgt. Brandt in Washington, DC.

Mayor Ward thanked him for all his efforts on the Memorial Park.

**Finance, Tricia Fogarty**

- Financial are before you tonight.
- Busy couple of weeks. Auditors were out doing field testing last week.
- KSH will be available at their office for council members to come to their office to discuss the financials.
- Delinquent reports are on the dais and she can answer any questions.

**Director of City Services, Bill Butler**

**Building Department**

- 2<sup>nd</sup> reading of ordinance to update building codes is before the Council this evening.
- No new building permits applied for or issued since the last Council meeting.

**Public Works**

- Public Works summer hires.
  - Two applicants were former summer hires.
  - One applicant began today.

- I am preparing an application for a \$10,000 grant to install LED lighting in City Hall and to put timers on the head-bolt heater plug-ins; will introduce a resolution at the June 5<sup>th</sup> Council meeting.
- Street sweeping in City streets is completed.
- Benches installed last week; flowers will be planted in roundabouts early June.
- Updates to the storm water management ordinances are before the Council this evening.
  - The changes update the ordinances to reflect that the State of Alaska has become directly responsible of overseeing the permit that requires the City to manage storm water runoff.
  - The City is a co-permittee in its storm water permit with Fairbanks, UAF and DOT&PF.
  - The City of Fairbanks and City of North Pole share the same basic storm water management ordinances.

#### **Utility Department**

- Sulfolane lawsuit settlement agreement.
  - At either the June 5<sup>th</sup> or 15<sup>th</sup> Council meeting, I will be bringing a recommendation to Council to consider using a Request for Proposals approach to identify the construction contractor for the water system extension project.
  - The RFP approach allows including factors other than just lowest cost when selecting a construction contractor.
  - Being a large and complex project, the project team wants to identify the best qualified contractor not just the cheapest.
- ADEC loan offer for \$303,000 (part of the approved \$2 million ACWF loan) for the sewer outfall project is before the Council this evening.
- Ordinance to clarify Utility code related multi-metering at properties with multiple living units is before the Council this evening.
  - Goal is to provide property owners with an option to manage their tenants' water usage.
  - Metering water is a valuable tool in promoting wise water usage.

#### **Natural Gas Utility Board**

- IGU seems to be stagnating and I am not optimistic that a solution can be found to bring natural gas to the Interior.

#### **Borough Representative**

- No Report

**City Clerk's Office, Kathy Weber**

- One of the responsibilities of the City Clerk/Human Resource Manager is to make sure that all insurance policies are in place and that the City has the required amount of coverage. This last week the renewal of the Law Enforcement Liability policy and Workmen's Compensation policy were updated. They become effective on July 1<sup>st</sup> of every year.
- Met with auditors from Kohler, Schmitt & Hutchison to go over the 2016 payroll and PERS contributions. Things went very well and they were very good to work with.
- Welcomed the students from Tanana, Randy Smith, and North Pole Middle Schools who participated in the Youth Suicide – Out of the Darkness Campaign in the Interior. There were about 50 students that participated and they were very respectful. Santa read a proclamation and the students released yellow balloons into the air in remembrance.
- There have been 7 applications for the position of City Clerk/HR Manager. I would like to get an idea of when council would like to start interviews.
- Thanked council for passing the healthcare plan for the employees.

**ONGOING PROJECTS**

- None

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

- Jim Dodson, 1325 Viewpoint Dr., FEDC

Mr. Dodson spoke on BRAC and that we are looking at 500 million and 34 F25s coming to Fairbanks, 3500 moving to the community. North Pole is at the cusp of a significant growth spurt. EAFB anticipates needing 800 units within a 12 mile radius of the gate. Hosting housing summit with anticipating helping land owners, builders to take this opportunity and challenge. We've built on the average of 35 units per year. 800 units in 2 – 4 years will be a tremendous lift with builders, bankers, landowners. Mayor Ward, Kassel, told the General this community can do it. He feels we can but it will be a challenge. There are people in the community who will take that challenge. He urged the council to consider taking care of their part of the challenge and looking at their building codes and regulations and examining them and reflect what you expect your community to do. They can cause damage to a builder, investor, and 800 homes is over \$100 million. In order to accomplish that you will need to look at the codes and make sure they are fair and up to date. At the last housing summit he heard people say they don't like to build in North Pole because North Pole has archaic regulations. He urged the council to look at rules and regulations and reflect to make sure they are fair and supportive.

Mr. Isaacson said that we have updated codes and lowered our mill rate. We have also been in the process of a Strategic Plan Implementation and asked to give the links to the City Clerk on the Economic Model.



**OLD BUSINESS**

Consented Agenda

**NEW BUSINESS**

**APPROVAL OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF NORTH POLE AND BADGER PROPERTIES LLC**

Buzz Otis, St. Nicholas Dr.

Mr. Otis stated that he and his wife own property off of Badger Rd and the Richardson Hwy. The FNSB is asking for a Developers agreement. They have 13 parcel of land and would like to use the chip sealed surface. The road they are proposing will serve the 10 lots. The roads will consist of 4" of crushed rock and  $\frac{3}{4}$  in chip seal and 24' width and 3 ft with crushed rock. Peridot is chip seal and has held up to traffic for trucks over the years. He read the engineers report on the chip seal. He said that the chip seal on Peridot is holding up. There would be additional services and increased property tax and development in that area.

On the other side of the Richardson Highway is Edstrom Construction, White Spruce and other businesses on the south side. The railroad is on the other side and his properties would have small businesses on them. With F3's there would be some opportunities.

Mr. McGhee asked if he would be using that for small business or residential.

Mr. Otis stated that it would be for light commercial property. It would be up to the landowner to what they would do in the property. They don't have covenants requiring what they need to do.

Mr. Isaacson said he is really excited for this project. The discussion on the re-zone, selling his property and rezoning to commercial.

Mr. Otis said that it is light industrial/commercial and it adds a longer term to the process. He talked with Agnew:Beck and HC's pit eventually becoming residential. West of Peridot is in 49 acre parcels and needs a master plan and do a project like the Johansen.

Mayor Ward said that the reason this comes before council is that it does deviate from the asphalt to the chip seal and looking at Fairbanks to do the inspections. Also with the schedule of the project, the City would not take over the project for 2 years for completion. The agreement has been laid out and will now go to the borough who is responsible for the platting.

Mr. Claus asked if there have been any studies conducted to maintain using chip seal vs. asphalt.

Mayor Ward said he doesn't know of any studies. This project is servicing a small number of lots. The ongoing maintenance will be done once the City takes ownership of the road. The Mayor recommended to the council that they approve a chip seal.

Mr. Thompson asked about the maintenance costs of chip seal vs. asphalt.

Mayor Ward said that the City does not have equipment for repairing asphalt or chip seal.

Mr. Otis stated that most service areas are going to chip seal. What he was trying to propose is that there are different types of projects going on.

**Public Comment**

Ben Otis, 1435 Secluded Dr.

Supports the developer agreement. Important to attract new developments in the City and with the F35's coming it makes the City a better place.

**Mr. Isaacson *moved to* Approve the Development Agreement between the City of North Pole and Badger Properties LLC**

**Seconded *by* Mr. McGhee**

**Discussion**

Mr. Claus asked about the comment that Mr. Butler made earlier about the code.

Mr. Butler said the City of North Pole adopted the guidelines for streets and roads and what they called for was asphalt throughout the City.

Mr. Claus asked if the City Council can overrides that.

Mr. Butler said that it would set a new standard.

Mr. McGhee said he is glad to see the new development agreement and agrees that there should be asphalt if it were residential. He said marrying the chip seal with a new road and adding asphalt with chip seal would create more problems. He sees the hazards when materials change. The surface of Alaska doesn't agree with any form. He is not going to oppose this and it should marry up to what is already there. Peridot has been a sore subject for many years. That's the main reason he is not going to oppose it in this development.

Mr. Thompson echoed Mr. McGhees comments. Because it is in a cul-de-sac and a business development and the location, they are not setting standards .

Mr. Isaacson was a proponent of paved roads. This is project specific because of the nature of the road. He asked Mayor Ward how expensive it was for the City to maintain Augustine and Doughchee than other roads.

Mr. Isaacson said that he will say yes to this because of what was already stated. He asked in the City's land use rezoning, on page 3, it appears to be mixed industrial/commercial . In the plan is this included in the borough to change zoning.

Mayor Ward said that it is in the area identified as commercial/industrial.

Mr. Isaacson said that the City will take the lead and the onus and not delay the property development.

Mayor Ward said the only thing the City has done is take a survey and reach out to landowners to see if this is what they really want.

Mr. Isaacson said he is not raising an objection. In the last meeting of Agnew:Beck, he heard her say that if the City takes the lead, it will not cost the property owners any money.

Mr. Isaacson said that he fully supported this project and wanted to clarify the plan and the other process of the rezone.

Mayor Ward said this still has to go through the plan review. He appreciates the City Council and encourages development within the City.

Mr. Thompson asked if there would be any weight restrictions on that road.

Mayor Ward said that the City does not have any authority on borough roads.

Mr. Butler said that the City can do it on City roads but not on state roads.

### **PASSED**

Yes: 7– McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward

No: 0

Absent: 0

### **EXECUTIVE SESSION**

**Mr. McGhee *moved to* Go into Executive Session to discuss personnel issues in the fire department**

**Seconded by Mr. Isaacson**

Mayor Ward brought the meeting back to order at 9:04.

**Mr. Isaacson *moved to* approve personnel recommendations of the Fire Chief.**

**Seconded by Mr. McGhee**

**PASSED**

Yes: 7– McGhee, Isaacson, Skipps, Claus, Thompson, McCarthy, Ward

No: 0

Absent: 0

**COUNCIL COMMENTS**

**Mr. Skipps** – None

**Mr. Claus** – None

**Mr. Thompson** – None

**Mr. McCarthy** – None

**Mr. McGhee** – None

**Mr. Isaacson** - None

**Mayor Ward** – None

**Mr. McGhee** *moved to adjourn the meeting at 9:06 p.m.*

**Seconded by Mr. Isaacson**

The regular meeting of Monday, May 15, 2017 adjourned at 9:06 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, June 5, 2017.

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Bryce J. Ward, Mayor

**ATTEST:**

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Kathryn M. Weber, MMC  
North Pole City Clerk



Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Kimberly Williams is a senior at North Pole High School and is the daughter of Doug & Carol Williams of North Pole; and*

*WHEREAS, Kimberly is a top notch student and a member of the National Honor Society. She is a Girl Scout and is in the Ignition program that helps to mentor other students. She is focused and self-disciplined which makes her a great athlete and an asset to the swim team; and*

*WHEREAS, Kimberly is the Captain of the swim team, received the Gold Award and Coach's Award. She was also chosen as Student of the Year for AP Government; and*

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

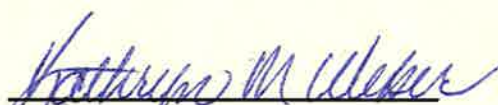
*NOW, THEREFORE, I, Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Kimberly Williams the:*

*North Pole City Council  
High School Student of the Month  
For May 2017*



*Bryce J. Ward, Mayor*

**ATTEST:**

  
*Kathryn M Weber, MMC  
North Pole City Clerk*





Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Makayla Crawford is a senior at North Pole High School and is the daughter of Sally Guzman & Henry Crawford of North Pole; and*

*WHEREAS, Makayla is very artistic and was chosen Student of the Month for visual Arts in 2015; and*

*WHEREAS, Makayla finds the time to volunteer on base at the Kid Center and has manned a booth at the Tanana Valley State fair for UAF the past 3 years; and*

*WHEREAS, Makayla is a focused and persistent individual who always strives to do her best in all the activities she has participated in with the hope that she might be able to give back to the community and help make it a better place; and*

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

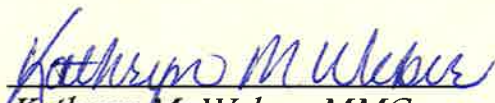
*NOW, THEREFORE, I Bryce J. Ward, Mayor of the City of North Pole, do hereby proclaim Makayla Crawford the:*

*North Pole City Council  
High School Student of the Month  
for the Month of May 2017.*



*Bryce J. Ward, Mayor*

ATTEST:



*Kathryn M. Weber, MMC  
North Pole City Clerk*





## To All Law Enforcement Agencies Across the USA

Our family wishes to thank you from the bottom of our hearts for your dedication and service.

In spite of all the restrictions put on law enforcement recently, you still put on your uniform and go out every day to every call and put your life on the line to protect our families and communities.  
Our society would not survive without your service.

Please stay safe and watch over your Brothers and Sisters.  
We pray daily for your safety.

God Bless You!

*Johna Barbara Diavola*  
From a Family that cares.



I Am Sending This Letter To 35-50  
Law Enforcement Agencies In Each State  
I Hope It Gets To ALL Officers In The  
U.S.A.

Please Make Copies For Your  
Officers

I Can Not Give Enough Thanks  
To You And Your Staff For The  
Job That You Do For Us On A  
Daily Basis. I Can Only Say  
Thank You!

John & Barbara Guarretta  
1125 Washington Ave  
Green Brook, N.J.  
08812



**CITY OF NORTH POLE**

**ORDINANCE 17-13**

**AN ORDINANCE TO AMEND CODES ASSOCIATED WITH THE CITY OF NORTH  
POLE'S STORM WATER MANAGEMENT ORDINANCES CHAPTER 12.24 ILLICIT  
DISCHARGE DETECTION AND ELIMINATION; CHAPTER 15.66  
CONSTRUCTION SITE STORM WATER RUNOFF; AND CHAPTER 15.74  
POST-CONSTRUCTION STORM WATER MANAGEMENT**

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

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the  
requirements of the City.

**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.** Amend Title 12 Streets, Sidewalks and Public Places; 12.24 Illicit Discharge  
Detection and Elimination; Amend Title 15, Building and Construction; Title 15.66 Construction  
Site Storm Water Runoff; and Title 15.74 Post-Construction Storm Water Management as in the  
attached amended code language.

**Section 3.** These changes shall become effective upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
5<sup>th</sup> day of June, 2017.

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Bryce J. Ward, Mayor

*ATTEST:*

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Kathryn M. Weber, MMC  
North Pole City Clerk

PASS/FAIL Yes: No: Absent:
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125 Snowman Lane  
North Pole, Alaska 99705  
(907) 488-8593  
(907) 488-3002 (fax)  
bill@northpolealaska.com

City of North Pole  
Director of City Services

# Memo

To: North Pole City Council  
From: Bill Butler  
Date: May 8, 2017  
Subject: Updates for storm water management ordinances

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## **Recommendation**

Amend Title 12 Streets, Sidewalks and Public Places; 12.24 Illicit Discharge Detection and Elimination; Amend Title 15, Building and Construction; Title 15.66 Construction Site Storm Water Runoff; and Title 15.74 Post-Construction Storm Water Management to reflect State's oversight of the permit and language changes to better reflect requirements of the Clean Water Act.

## **Background**

The City of North Pole, City of Fairbanks, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities, Northern Region collectively received a Phase II National Pollutant Discharge Elimination System from the U.S. Environmental Protection Agency on June 1, 2005, to manage discharge from all municipal separate storm sewer systems (MS4s) into receiving waters, which includes Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the U.S. The Phase II NPDES Permit required the different parties to implement and enforce a program to address post-construction storm water runoff from new development and redevelopment projects within the Fairbanks Pole Urbanized Area. The proposed changes reflect the State of Alaska taking responsibility for oversight of the local permit. The change in authority is reflected in the name of the permit Alaska Pollutant Discharge Elimination System (APDES) program. The original permit conditions remain in effect despite the name change. The changes throughout the three associated ordinances reflect updating code language that reflect the increased responsibility of the State and feedback from EPA and the State to make the code language better reflect the requirements of the Clean Water Act.

Chapter 12.24

ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sections:

12.24.010 Purpose – Intent.

12.24.020 Definitions.

12.24.030 Applicability.

12.24.040 Responsibility for administration.

12.24.050 Severability.

12.24.060 Ultimate responsibility.

12.24.070 Discharge prohibitions.

12.24.080 Suspension of MS4 access.

12.24.090 Industrial or construction activity discharges.

12.24.100 Monitoring of discharges.

12.24.110 Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices.

~~12.24.120 Accidental discharge/slug control plan.~~

12.24.130 Watercourse protection.

12.24.140 Notification of spills.

12.24.150 Enforcement.

12.24.160 Appeal of notice of violation.

12.24.170 Enforcement measures after appeal.

12.24.180 Cost of abatement of the violation.

12.24.190 Injunctive relief.

12.24.200 Compensatory action.

12.24.210 Violations deemed a public nuisance.

12.24.220 Remedies not exclusive.

12.24.010 Purpose – Intent.

The purpose of this chapter is to provide for the health, safety, and general welfare of the citizens of the City of North Pole through the regulation of non-storm water discharges to the storm drainage system to the maximum extent practicable as required by Federal and State law. This chapter establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the ~~National~~ *Alaska* Pollutant Discharge Elimination System (~~NPDES~~) (*APDES*) permit process.

The objectives of this chapter are to:

A. Regulate the contribution of pollutants to the storm drainage system and local waterways from storm water discharges and snow melt by any user.

B. Prohibit illicit connections and discharges to the storm drainage system or local waterways.

C. Establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this chapter.

12.24.020 Definitions.

For the purposes of this chapter, the following shall mean:

“Authorized enforcement agency” means employees or designees of the City of North Pole ~~Director of City Services designated~~ to enforce this chapter.

*Alaska Pollution Discharge Elimination System (APDES) Program: In 2008, the State of Alaska applied to implement the NPDES Program. The EPA approved the application and agreed to transfer program authority to the State over four phases. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program and is administered by the ADEC. The initial phase transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood processing facilities, and hatcheries. Phase II was completed in 2009 and included federal facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase III was completed in 2010 to include mining activities. November 1, 2012 marked the completion of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions, and any other facilities that had not yet been transferred. New (APDES) regulations were adopted at 18 AAC 83, along with subsequent amendments effective October 23, 2008.*

“Best management practices (BMPs)” means schedules of activities; prohibitions of practices; general good housekeeping practices; pollution prevention and educational practices; maintenance procedures; and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to storm water, receiving waters, or storm water conveyance systems. BMPs also include treatment practices; operating procedures; and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Clean Water Act” (*CWA*) means the Federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

“Construction activity” means activities subject to ~~NPDES~~ *APDES* construction permits. Currently, these include construction projects resulting in land disturbance of one acre or more *and discharges from smaller sites that are part of a larger common plan of development or sale.* Such *earth-disturbing* activities include, but are not limited to, clearing and grubbing, grading, excavating, and demolition.

“Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Illegal discharge” means any direct or indirect non-storm water discharge to the storm drainage system, except as exempted by this chapter.

Illicit Connections. An illicit connection is defined as either of the following:

A. Any drain or conveyance, whether on the surface or subsurface, that allows an illegal discharge to enter the storm drainage system including, but not limited to, any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drainage system; and any connections to the storm drainage system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency; or any drain or conveyance connected to the storm drainage system from a commercial or industrial land use, and which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

“Industrial activity” means activities subject to NPDES industrial permits as defined in 40 CFR Section 122.26(b)(14).

“Municipal separate storm sewer system (MS4)” means facilities within the City of North Pole urbanized area owned or operated by the co-permittees holding Permit No. AKS-053406 by which storm water is collected and/or conveyed, including, but not limited to, any roads with drainage systems, City streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

“National Pollutant Discharge Elimination System (NPDES) storm water discharge permit” means a permit issued by the Environmental Protection Agency (EPA) (or by a state under authority delegated pursuant to 33 USC Section 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

“Non-storm water discharge” means any discharge to the storm drainage system that is not composed entirely of storm water.

“Person” means any individual, association, organization, partnership, firm, corporation or other entity recognized by law, and acting as either the owner or the owner’s agent.

“Pollutant” means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oils, grease, and other automotive fluids; nonhazardous liquids, detergents, and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ammunition, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

“Premises” means any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

“Snow storage” means any area used to store snow removed from residential and commercial facilities, roadways, parking lots, storage areas.

“Storm drainage system” means MS4 facilities within and under the control of the City of North Pole by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, City streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

“Storm water” means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

“Storm water pollution prevention plan” (*SWPPP*) means a document that describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site, and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable.

“Wastewater” means any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Waterways. Area waterways include the Chena River, Noyes Slough, ponds, lakes, gravel pits, storm water retention basins, and all associated drainage pathways, swales, ditches, channels, etc.

#### 12.24.030 Applicability.

This chapter shall apply to all water entering the storm drainage system generated on any developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

#### 12.24.040 Responsibility for administration.

The City of North Pole shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Director of the authorized enforcement agency to persons or entities acting in the beneficial interest of, or in the employ of, the agency.

#### 12.24.050 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

#### 12.24.060 Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

#### 12.24.070 Discharge prohibitions.

A. Prohibition of Illegal Discharges. No person shall cause or permit the illicit discharge of any of the following in such a manner that access was, is, or will be gained to:

1. Waters of the State, or waters of the United States, unless such is first treated in a manner approved by the authorized enforcement agency having jurisdiction; or

2. To a storm drainage system of the City of North Pole, other than pursuant to an ~~NPDES~~ *APDES* permit:

a. Grease, fatty materials, offal, or garbage;

b. Sand, sand dust, dirt, gravel, sawdust, *coal, coal ash*, metal filings, broken glass, *yard waste, domestic animal or livestock waste* or any material which may cause or create an obstruction in the storm sewer system;

c. Gasoline, benzene, fuel oil or a petroleum product, or volatile liquid;

d. Milk or any liquid milk waste products;

e. Wax, cyanide, phenols, or other chemical or substances that may cause damage to materials of which the storm sewer system is constructed;

f. Wastewater; or

g. Pollutants or any materials other than storm water which are prohibited by the Clean Water Act, National Pollutant Discharge Elimination System under 33 USC 1342 (1987) and regulations adopted thereunder located at 40 CFR 22, 23 and 24 (1990).

B. Dumping in Watercourse. No person shall deposit, dump, abandon, throw, scatter, or transport solid waste, garbage, rubbish, junk, fill, soil, dirt, snow *yard waste, domestic animal or livestock waste* or other material in such a manner as to obstruct, impound, pollute or cause siltation of any river, stream, creek, watercourse, ditch, drain, or gutter except as otherwise allowed by valid Federal, State, or local permits or licenses relative to water pollution, water impoundment, or water quality control.

The commencement, conduct or continuance of any illegal discharge to the storm drainage system is prohibited except as described as follows:

1. The following discharges are exempt from discharge prohibitions established by this chapter: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active ground water dewatering or cooling systems), crawl space pumps, air conditioning condensation, springs, noncommercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated – typically less than one part per million (PPM chlorine)), firefighting activities, and any other water source not containing pollutants.

2. Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

3. Dye testing is an allowable discharge, but requires a verbal notification to the authorized enforcement agency prior to the time of the test.

4. The prohibition shall not apply to any non-storm water discharge permitted under an NPDES APDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the EPA; provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drainage system.

#### C. Prohibition of Illicit Connections.

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drainage system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

#### 12.24.080 Suspension of MS4 access.

A. Suspension Due to Illicit Discharges in Emergency Situations. The City of North Pole may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4, or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

B. Suspension Due to the Detection of Illicit Discharge. Any person discharging to the MS4 in violation of this chapter may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The authorized enforcement agency will notify a violator of the proposed termination of its MS4 access. The violator may petition the authorized enforcement agency for a reconsideration and hearing.

A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this section, without the prior approval of the authorized enforcement agency.

#### 12.24.090 Industrial or construction activity discharges.



Any person subject to an industrial or construction activity NPDES APDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with such permit may be required in a form acceptable to the City of North Pole prior to the allowing of discharges to the MS4.

#### 12.24.100 Monitoring of discharges.

A. Applicability. This section applies to all facilities that have storm water discharges associated with industrial activity, including construction activity.

#### B. Access to Facilities.

1. The City of North Pole shall be permitted to enter and inspect facilities subject to regulation under this chapter as often as may be necessary to determine compliance. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.

2. Facility operators shall allow the City of North Pole ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES APDES permit to discharge storm water, and the performance of any additional duties as defined by State and Federal law.

3. The City of North Pole shall have the right to set up, on any permitted facility, such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the facility's storm water discharge.

4. The City of North Pole has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at their own expense. All devices used to measure storm water flow and quality shall be calibrated yearly to ensure their accuracy.

5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of North Pole and shall not be replaced. The costs of clearing such access shall be borne by the operator.

6. Unreasonable delays in allowing the City of North Pole access to a permitted facility are a violation of a storm water discharge permit and of this chapter. A person who is the operator of a facility with an NPDES APDES permit to discharge storm water associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this chapter.

7. If the City of North Pole has been refused access to any part of the premises from which storm water is discharged and is able to demonstrate probable cause to believe that there may be

a violation of this chapter, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this chapter or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

12.24.110 Requirement to prevent, control, and reduce storm water pollutants by the use of best management practices. The City of North Pole will adopt requirements identifying BMPs for any activity, operation, or facility that may cause or contribute to pollution or contamination of storm water, the storm drainage system, or waters of the U.S. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm drainage system or watercourses through the use of structural and nonstructural BMPs. Further, any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants to the storm drainage system. Compliance with all terms and conditions of a valid ~~NPDES~~ *APDES* permit authorizing the discharge of storm water associated with an industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a storm water pollution prevention plan (SWPPP) as necessary for compliance with requirements of the ~~NPDES~~ *APDES* permit.

~~12.24.120 Accidental discharge/slug control plan.~~

~~Any user conducting industrial activities is required to develop and implement an accidental discharge/slug control plan and shall submit a plan to the City of North Pole which addresses, at a minimum, the following:~~

~~A.—Description of discharge practices;~~

~~B.—Description of stored chemicals, including material safety data sheets (MSDS);~~

~~C.—Procedures for immediately notifying the City of North Pole of any accidental or slug discharge, which notification must also be given for any discharge which would violate any prohibited discharges; and~~

~~D.—Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include but are not limited to:~~

~~1.—Inspection and maintenance of storage areas;~~

~~2.—Handling and transfer of materials;~~

~~3.—Loading and unloading operations;~~

~~4.—Control of site runoff;~~

~~5.—Worker training;~~

~~6.—Building of containment structures or equipment;~~

~~7.—Measures for containing toxic organic pollutants (including solvents); and/or~~

~~8.—Measures and equipment for emergency response.~~

#### 12.24.130 Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse. Any pollutants discharged into a watercourse through a privately owned system shall constitute an illegal discharge.

#### 12.24.140 Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drainage system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of North Pole within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

#### 12.24.150 Enforcement.

A. Notice of Violation. Whenever the City of North Pole finds that a person, public entity, business, or corporation has violated a prohibition or failed to meet a requirement of this chapter, the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

1. The performance of monitoring, analyses, and reporting;
2. The elimination of illicit connections or discharges;
3. That violating discharges, practices, or operations shall cease and desist;

4. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;

5. Payment of a fine to cover administrative and remediation costs; and

6. The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore affected property within the established deadline, the work will be done by a designated governmental agency or a contractor, and the expense thereof shall be charged to the violator.

#### 12.24.160 Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within thirty days from the date of the notice of violation. Hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen days from the date of receipt of the notice of appeal. The decision of the authorized enforcement agency or their designee shall be final.

#### 12.24.170 Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or in the event of an appeal, within thirty days of a decision by the authorized enforcement agency upholding the original decision, then representatives of the authorized enforcement agency shall enter upon the subject private property, and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the authorized enforcement agency or designated contractor to enter upon the premises for the purposes set forth above.

#### 12.24.180 Cost of abatement of the violation.

Within ninety days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the authorized enforcement agency objecting to the amount of the assessment within fourteen days. If the amount due is not paid within a timely manner as determined by the decision of the authorized enforcement agency or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment. Any person violating any of the provisions of this chapter shall become liable to the authorized enforcement agency by reason of such violation. Interest as allowed by law shall be assessed on the balance beginning on the ninety-first day following discovery of the violation.

#### 12.24.190 Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions of this chapter, the authorized enforcement agency may petition for a preliminary or permanent

injunction restraining the person from activities that would create further violations, or compelling the person to perform abatement or remediation of the violation.

12.24.200 Compensatory action.

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the authorized enforcement agency may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

12.24.210 Violations deemed a public nuisance.

A. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate may be taken to enjoin or otherwise compel the cessation of such nuisance.

B. It is the duty of the Mayor or his designee receiving information or obtaining knowledge of the existence of any thing or things declared to be nuisances in this chapter to notify the person committing, creating, keeping or maintaining the same to remove or cause the same to be removed within twenty-four hours, or such other reasonable times may be determined by the City official after such notice has been duly given; and if the same is not removed by such person within the time prescribed in the notice, it shall be the duty of the Mayor or his designee to remove or cause to be removed such nuisance or nuisances and all costs and expenses of such removal shall be paid by the persons committing, creating, keeping or maintaining such nuisance or nuisances. A person violating the provisions of this chapter may be punished by a fine of not more than \$200 (two hundred dollars) per violation in addition to any costs and expenses for removal of the nuisance.

12.24.220 Remedies not exclusive.

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable Federal, State, or local law, and it is within the discretion of the authorized enforcement agency to seek cumulative remedies.

Chapter 15.66  
CONSTRUCTION SITE STORM WATER RUNOFF

Sections:

- 15.66.010 Introduction – Purpose.
- 15.66.020 Definitions.
- 15.66.030 Applicability.
- 15.66.040 Severability.
- 15.66.050 Ultimate responsibility.
- 15.66.060 Permit.
- 15.66.070 Review and approval.
- 15.66.080 SWPPP requirements.
- 15.66.090 Inspection.
- 15.66.100 Notification of spills.
- 15.66.110 Enforcement.
- 15.66.120 Notice of violation.
- 15.66.130 Appeal of notice of violation.
- 15.66.140 Enforcement measures after appeal.
- 15.66.150 Cost of abatement of the violation.
- 15.66.160 Injunctive relief.
- 15.66.170 Compensatory action.
- 15.66.180 Violations deemed a public nuisance.
- 15.66.190 Criminal prosecution.
- 15.66.200 Remedies not exclusive.
- 15.66.010 Introduction – Purpose

When vegetation is removed or soil is disturbed during the construction process, soil is highly vulnerable to erosion by wind and water. The sediment produced from this erosion endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Sedimentation of storm sewers and ditches also increases maintenance costs to the City of North Pole.

The City of North Pole, City of Fairbanks, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities – Northern Region collectively received a Phase II National Pollutant Discharge Elimination System (NPDES) permit (*hereafter Permit*) from the U.S. Environmental Protection Agency (EPA) on June 1, 2005, to discharge from all municipal separate storm sewer systems (MS4s) into receiving waters, which includes Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the U.S. ~~The Phase II NPDES~~ Permit requires the aforementioned agencies to develop, implement, and enforce a local storm water runoff plan review and inspection program to reduce pollutants in storm water runoff from construction activities within the Fairbanks urbanized area. Therefore, the purpose of this chapter is to empower the City of North Pole to meet the requirements of the ~~Phase II NPDES Permit~~ within the urbanized area of the City of North Pole, as mandated by the EPA. *The Alaska Department of Environmental Conservation (ADEC) assumed authority over the Permit in October 2009 under the Alaska Pollutant Discharge Elimination System (APDES) program. The original Permit Conditions remain in effect.* The objective of this chapter is to



~~reduce the discharge of sediment~~, to the maximum extent practicable, *is to reduce the discharge of sediment and other pollutants resulting* from construction activities to the MS4 and waters of the U.S. This chapter will also promote public and environmental welfare by guiding, regulating, and controlling the design, construction, use, and maintenance of any development or other activity that disturbs or breaks the topsoil or results in the movement of earth on land in the City of North Pole.

#### 15.66.020 Definitions

~~“Alaska Storm Water Pollution Prevention Plan Guide, January 2005” means a publication prepared by the Alaska State Department of Transportation and Public Facilities (DOT&PF), and all future amendments thereto, incorporated by reference into this chapter.~~

*Alaska Pollution Discharge Elimination System (APDES) Program: In 2008, the State of Alaska applied to implement the NPDES Program. The EPA approved the application and agreed to transfer program authority to the State over four phases. The State's program is called the Alaska Pollutant Discharge Elimination System (APDES) Program and is administered by ADEC. The initial phase transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood processing facilities, and hatcheries. Phase II was completed in 2009 and included federal facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase III was completed in 2010 to include mining activities. November 1, 2012 marked the completion of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions, and any other facilities that had not yet been transferred. New (APDES) regulations were adopted at 18 AAC 83, along with subsequent amendments effective October 23, 2008.*

“Best management practices (BMPs)” means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution to the MS4 and waters of the U.S. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

“Clean Water Act (CWA)” means the Federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

“Construction activity” means activities including, but not limited to, clearing and grubbing, grading, excavating, and demolition.

“Design criteria” means the design requirement that BMPs used during construction shall be designed to handle the two-year, six-hour duration storm event without failure of the BMPs and without any degradation to water quality of the receiving water.

“Fairbanks urbanized area” means the area of the Fairbanks North Star Borough delineated by the U.S. Census Bureau consisting of contiguous, densely settled census block groups and census blocks that meet minimum population density requirements, along with adjacent densely settled census blocks that together encompass a population of fifty thousand people; as named by the U.S. Census Bureau on May 1, 2002 (67 FR 21962).

“Hazardous materials” means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, biological, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

“Maximum extent practicable” ~~means the technology-based discharge standard to reduce pollutants in storm water discharges~~ The discharge standard that uses best available technology and methods in order to reduce pollutants entering waters of the U.S. as established by CWA Section 402(p).

“Municipal separate storm sewer system (MS4)” means the conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- A. Designed or used for collecting or conveying storm water;
- B. Which is not a combined sewer;
- C. Which is not part of a publicly owned treatment works; and
- D. Which discharges to waters of the U.S.

“National Pollutant Discharge Elimination System (NPDES)” means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA Sections 307, 318, 402, and 405.

“Pollutant” means anything that causes or contributes to pollution including, but not limited to: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

“Storm water” means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including ice and snow melt runoff.

“Storm water pollution prevention plan” (*SWPPP*) means a document that describes the BMPs and activities to be implemented by a person or business to identify sources of pollution or contamination at a site, and the actions to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable.

#### 15.66.030 Applicability

This chapter shall apply to all ground disturbances of one acre or greater within the urbanized area of the City of North Pole ~~for development projects on private property~~ funded by the private



sector, including private development where all or part of the project will be transferred to the City of North Pole at a later date (i.e., roads and associated right-of-way within new subdivisions).

#### 15.66.040 Severability

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter.

#### 15.66.050 Ultimate responsibility

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

#### 15.66.060 Permit

No person shall be granted a residential or commercial building permit for construction activity that will result in a ground disturbance of greater than or equal to one acre, or result in a ground disturbance less than one acre but will be part of a larger common plan of development or sale that will collectively disturb more than one acre, without the submission of a storm water pollution prevention plan (SWPPP) meeting the requirements set forth in this chapter, and approval by the City of North Pole.

An SWPPP is not required for the following activities:

A. Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

*B. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.*

~~B~~ C. Existing nursery and agricultural operations conducted as a permitted main or accessory use.

~~C~~ D. Small construction activities (less than five acres) meeting the requirements for a rainfall erosivity waiver, total maximum daily load waiver, equivalent analysis waiver, or other waiver detailed in the most recently issued EPA construction general permit.

#### 15.66.070 Review and approval

The City of North Pole will review each SWPPP to determine its conformance with the provisions of this chapter. Within ten business days after receiving a SWPPP, the City of North Pole shall, in writing:

A. Issue a letter of non-objection to the SWPPP;

B. Issue a letter of non-objection to the SWPPP subject to such reasonable conditions as may be necessary to secure substantially the objectives of this chapter, and issue the permit subject to these conditions; or

C. Disapprove the SWPPP, indicating the reason(s) and procedure for submitting a revised application and/or submission.

#### 15.66.080 SWPPP requirements

The SWPPP shall, at a minimum, meet the following requirements:

A. Conformance to the most recently issued ~~EPA NPDES ADEC APDES~~ construction general permit *(CGP) and any existing permit stipulations.*

~~B. Conformance to the most recently issued DOT&PF Alaska Storm Water Pollution Prevention Plan Guide.~~

~~C~~ B. Conformance to any additional standards adopted by the City of North Pole necessary to ensure that construction site operators practice adequate erosion, sediment, and waste control.

~~D~~ C. Be developed by a certified professional in ~~erosion and sediment control~~ *stormwater management* or a professional engineer registered in the State of Alaska.

~~E~~ D. Meet the design criteria that BMPs used during construction shall be designed to handle the two-year, six-hour duration storm event without failure of the BMPs and without any degradation to water quality of the receiving water.

~~F~~ E. Include a copy of the notice of intent submitted to the ~~EPA ADEC~~.

~~G~~ F. Include a signed statement that any land clearing, construction, or development involving the movement of earth shall be in accordance with the SWPPP.

~~H~~ G. Include the name(s) and address(es) of the owner or developer of the site, and of any consulting firm retained by the applicant together with the name of the applicant's principal contact at such firm.

~~I~~ H. Include payment of the SWPPP plan review fee in the amount prescribed by the City of North Pole.

~~J~~ I. Include payment of the construction site inspection fee in the amount prescribed by the City of North Pole.

J. *The SWPPP must be kept on-site and contain a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.*

#### 15.66.090 Inspection

The City of North Pole will inspect each permitted construction site at least once per year. Access to a construction site for inspection shall not be denied. In addition to other available penalties, any permit issued under this chapter may be immediately suspended until an inspection is conducted. If, during construction, the City of North Pole finds that BMPs are improperly installed, not maintained, or inappropriate for proper erosion, sediment and waste control, any permit issued under this chapter may be immediately suspended until the identified problem is resolved.

#### 15.66.100 Notification of spills

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drainage system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the City of North Pole in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of North Pole within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years.

#### 15.66.110 Enforcement

No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this chapter. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and each day during which any violation of any of the provisions of this chapter is committed, continued, or permitted shall constitute a separate offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this chapter shall be required to bear the expense of such restoration.

In the event that any person holding a residential or commercial building permit pursuant to this chapter violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City of North Pole may issue a notice of violation, suspend, or revoke the permit.

#### 15.66.120 Notice of violation

Whenever the City of North Pole finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City of North Pole may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

A. The performance of monitoring, analyses, and reporting;

- 275  
276 B. The elimination of construction storm water discharges, illicit connections or discharges;  
277  
278 C. That violating discharges, practices, or operations shall cease and desist;  
279  
280 D. The abatement or remediation of storm water pollution or contamination hazards and the  
281 restoration of any affected property; and  
282  
283 E. Payment of a fine to cover administrative and remediation costs; and  
284  
285 F. The implementation of source control or treatment BMPs.  
286

287 If abatement of a violation and/or restoration of affected property is required, the notice shall set  
288 forth a deadline within which such remediation or restoration must be completed. Said notice  
289 shall further advise that, should the violator fail to remediate or restore affected property within  
290 the established deadline, the work will be done by a designated governmental agency or a  
291 contractor and the expense thereof shall be charged to the violator.  
292

293 15.66.130 Appeal of notice of violation

294 Any person receiving a notice of violation may appeal the determination of the City of North  
295 Pole. The notice of appeal must be received within thirty days from the date of the notice of  
296 violation. Hearing on the appeal before the appropriate authority or his/her designee shall take  
297 place within fifteen days from the date of receipt of the notice of appeal. The decision of the City  
298 of North Pole or its designee shall be final.  
299

300 15.66.140 Enforcement measures after appeal

301 If the violation has not been corrected pursuant to the requirements set forth in the notice of  
302 violation, or, in the event of an appeal, within thirty days of a decision by the City of North Pole,  
303 then the City of North Pole shall enter upon the subject private property, and is authorized to take  
304 any and all measures necessary to abate the violation and/or restore the property. It shall be  
305 unlawful for any person, owner, agent or person in possession of any premises to refuse to allow  
306 the City of North Pole or designated contractor to enter upon the premises for the purposes set  
307 forth above.  
308

309 15.66.150 Cost of abatement of the violation

310 Within ninety days after abatement of the violation, the owner of the property will be notified of  
311 the cost of abatement, including administrative costs. The property owner may file a written  
312 protest to the City of North Pole objecting to the amount of the assessment within fourteen days.  
313 If the amount due is not paid within a timely manner as determined by the decision of the City of  
314 North Pole or by the expiration of the time in which to file an appeal, the charges shall become a  
315 special assessment against the property and shall constitute a lien on the property for the amount  
316 of the assessment. Any person violating any of the provisions of this chapter shall become liable  
317 to the City of North Pole by reason of such violation. Interest as allowable by law shall be  
318 assessed on the balance beginning on the ninety-first day following discovery of the violation.  
319

320 15.66.160 Injunctive relief

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this chapter. If a person has violated or continues to violate the provisions of this chapter, the City of North Pole may petition for a preliminary or permanent injunction restraining the person from activities that would create further violations, or compelling the person to perform abatement or remediation of the violation.

#### 15.66.170 Compensatory action

In lieu of enforcement proceedings, penalties, and remedies authorized by this chapter, the City of North Pole may impose upon a violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, stream cleanup, etc.

#### 15.66.180 Violations deemed a public nuisance

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate may be taken to enjoin or otherwise compel the cessation of such nuisance.

#### 15.66.190 Criminal prosecution

Any person that has violated or continues to violate this chapter shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to criminal penalties and/or imprisonment.

The City of North Pole may recover all attorney's fees, court costs, and other expenses associated with enforcement of this chapter, including sampling and monitoring expenses.

#### 15.66.200 Remedies not exclusive

The remedies listed in this chapter are not exclusive of any other remedies available under any applicable Federal, State or local law, and it is within the discretion of the City of North Pole to seek cumulative remedies.



## Chapter 15.74

### POST-CONSTRUCTION STORM WATER MANAGEMENT

#### Sections:

- 15.74.010 Introduction – Purpose.
- 15.74.020 Definitions.
- 15.74.030 Applicability.
- 15.74.040 Responsibility for administration.
- 15.74.050 Severability.
- 15.74.060 Ultimate responsibility.
- 15.74.070 Permit.
- 15.74.080 PSWCP requirements.
- 15.74.090 Notification of spills.
- 15.74.100 Enforcement.
- 15.74.110 Appeal of notice of violation.
- 15.74.120 Enforcement measures after appeal.
- 15.74.130 Cost of abatement of the violation.
- 15.74.140 Injunctive relief.
- 15.74.150 Compensatory action.
- 15.74.160 Violations deemed a public nuisance.
- 15.74.170 Criminal prosecution.
- 15.74.180 Remedies not exclusive.
- 15.74.010 Introduction – Purpose.

Land development and redevelopment projects and associated increases in impervious cover alter the hydrologic response of local watersheds and increase storm water runoff rates and volumes, flooding, stream channel erosion, and sediment transport and deposition. This can be controlled and minimized through the regulation of project design in consideration of post-development storm water runoff quantity and quality.

The City of Fairbanks, City of North Pole, University of Alaska Fairbanks, and Alaska Department of Transportation and Public Facilities – Northern Region collectively received a Phase II National Pollutant Discharge Elimination System (NPDES) Permit (*Permit*) from the U.S. Environmental Protection Agency (EPA) on June 1, 2005, to discharge from all municipal separate storm sewer systems (MS4s) into receiving waters, which includes Beaver Springs, Chena River, Chena Slough, Noyes Slough, and other associated waters of the U.S. *The Phase-II NPDES* Permit requires the aforementioned agencies to develop, implement, and enforce a program to address post-construction storm water runoff from new development and redevelopment projects within the Fairbanks Urbanized Area. Therefore, the purpose of this chapter is to empower the City of North Pole to meet the requirements of the *Phase-II NPDES* Permit within the Urbanized Area of the City of North Pole, as mandated by the EPA. *The Alaska Department of Environmental Conservation (ADEC) assumed authority over the Permit in October 2009 under the Alaska Pollutant Discharge Elimination System (APDES) program. The original Permit conditions remain in effect.* This chapter will also promote public and environmental welfare by guiding, regulating, and controlling the design, construction, use, and

46 maintenance of any development or other activity that disturbs or breaks the topsoil or results in  
47 the movement of earth on land in the City of North Pole. (Ord. 09-10 § 2, 2009)

48  
49 15.74.020 Definitions.

50  
51 *Alaska Pollution Discharge Elimination System (APDES) Program: In 2008, the State of Alaska*  
52 *applied to implement the NPDES Program. EPA approved the application and agreed to transfer*  
53 *program authority to the State over four phases. The State's program is called the Alaska Pollutant*  
54 *Discharge Elimination System (APDES) Program and is administered by ADEC. The initial phase*  
55 *transferred in 2008 and included domestic discharges, log storage and transfer facilities, seafood*  
56 *processing facilities, and hatcheries. Phase II was completed in 2009 and included federal*  
57 *facilities, stormwater, wastewater pretreatment programs, and non-domestic discharges. Phase*  
58 *III was completed in 2010 to include mining activities. November 1, 2012 marked the completion*  
59 *of Phase IV and included wastewater permitting for the oil and gas industry, pesticides, munitions,*  
60 *and any other facilities that had not yet been transferred. New (APDES) regulations were adopted*  
61 *at 18 AAC 83, along with subsequent amendments effective October 23, 2008.*

62  
63 “Best management practices (BMPs)” means schedules of activities, prohibitions of practices,  
64 maintenance procedures, and other management practices to prevent or reduce the pollution to  
65 the MS4 and waters of the U.S. BMPs also include treatment practices, operating procedures,  
66 and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from  
67 raw materials storage.

68  
69 “Clean Water Act” (*CWA*) means the Federal Water Pollution Control Act (33 USC Section  
70 1251 et seq.), and any subsequent amendments thereto.

71  
72 “Construction activity” means activities including, but not limited to, clearing and grubbing,  
73 grading, excavating, and demolition.

74  
75 “Design criteria” means the design requirement for (1) runoff volume that post-development  
76 peak runoff shall be limited to five percent over predevelopment peak runoff based on the ten-  
77 year, one-hour duration storm event; and (2) runoff quality that permanent BMPs shall be  
78 designed to treat the initial one-half inch of runoff from each storm event, and provide treatment  
79 at a minimum of 0.005 inch per minute after the first flush storm event.

80  
81 “Fairbanks urbanized area” means the area of the Fairbanks North Star Borough delineated by  
82 the U.S. Census Bureau consisting of contiguous, densely settled census block groups and census  
83 blocks that meet minimum population density requirements, along with adjacent densely settled  
84 census blocks that together encompass a population of fifty thousand people; as named by the  
85 U.S. Census Bureau on May 1, 2002 (67 FR 21962).

86  
87 “Hazardous materials” means any material, including any substance, waste, or combination  
88 thereof, which because of its quantity, concentration, or physical, chemical, biological, or  
89 infectious characteristics may cause, or significantly contribute to, a substantial present or  
90 potential hazard to human health, safety, property, or the environment when improperly treated,  
91 stored, transported, disposed of, or otherwise managed.

“Maintenance agreement” means a signed statement that the owner of the site will operate, maintain, and/or schedule all permanent BMP(s) in accordance with the ~~Permanent Storm Water Control Plan (PSWCP)~~ *permanent storm water control plan*.

“Maximum extent practicable” ~~The discharge standard that uses best available technology and methods in order to reduce pollutants entering waters of the U.S. as established by CWA § 402(p).~~ *means the technology-based discharge standard to reduce pollutants in storm water discharges established by CWA Section 402(p).*

“Municipal separate storm sewer system (MS4)” means the conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains): (A) designed or used for collecting or conveying storm water; (B) which is not a combined sewer; (C) which is not part of a publicly owned treatment works; and (D) which discharges to waters of the U.S.

“National Pollutant Discharge Elimination System (NPDES)” means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA Sections 307, 318, 402, and 405.

“Permanent storm water control plan (PSWCP)” means a document that describes the specific BMPs, and maintenance therein, to be incorporated into the project design to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable for construction activity that will result in a ground disturbance of greater than or equal to one acre.

“Pollutant” means anything that causes or contributes to pollution including, but not limited to: dredged spoil, solid waste, sewage, garbage, sewage sludge, chemical wastes, biological materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial or municipal waste.

“Storm water” means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, including ice and snow melt runoff. (Ord. 09-10 § 2, 2009)

#### 15.74.030 Applicability.

This chapter shall apply to all ground disturbances ~~of totaling~~ one acre or greater ~~on a common parcel~~ within the urbanized area of the City of North Pole ~~for development projects funded by the private sector, including private development where all or part of the project will be transferred to the City of North Pole at a later date (i.e. roads and associated right-of-way within new subdivisions).~~ *on private property funded by the private sector, including private development where all or part of the project will be transferred to the City of North Pole at a later date (i.e., roads and associated rights-of-way within new subdivisions).* (Ord. 09-10 § 2, 2009)

#### 15.74.040 Responsibility for administration.

The City of North Pole shall administer, implement, and enforce the provisions of this chapter.  
(Ord. 09-10 § 2, 2009)

#### 15.74.050 Severability.

The provisions of this chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this chapter. (Ord. 09-10 § 2, 2009)

#### 15.74.060 Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this chapter are minimum standards; therefore, this chapter does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants. (Ord. 09-10 § 2, 2009)

#### 15.74.070 Permit.

A. No person shall be granted a residential or commercial building permit for construction activity that will result in a ground disturbance of greater than or equal to one acre, or result in a ground disturbance less than one acre but will be part of a larger common plan of development or sale that will collectively disturb more than one acre, without the submission of a permanent storm water control plan (PSWCP) meeting the requirements set forth in this chapter, and approval by the City of North Pole.

B. Review and Approval. The City of North Pole will review each PSWCP to determine its conformance with the provisions of this chapter. Within ten business days after receiving a PSWCP, the City of North Pole shall, in writing:

1. Issue a letter of nonobjection to the PSWCP;
2. Issue a letter of nonobjection to the PSWCP subject to such reasonable conditions as may be necessary to secure substantially the objectives of this chapter, and issue the permit subject to these conditions; or
3. Disapprove the PSWCP, indicating the reason(s) and procedure for submitting a revised application and/or submission. (Ord. 09-10 § 2, 2009)

#### 15.74.080 PSWCP requirements.

The PSWCP shall be developed by a certified professional in erosion and sediment control or a professional engineer registered in the State of Alaska, and at a minimum include the following:

##### A. BMP Selection Narrative.

1. Site Description. Provide a description of the property boundary, construction site boundary (area of disturbance), existing soil conditions, and approximate depth to ground water.

2. Site Conditions. Include a summary of pre- and post-developed site conditions including existing and proposed land use, amount of impervious area *existing and proposed*, drainage patterns to and from the site, and any known historical drainage problems such as flooding and/or erosion.
3. Receiving Waters. Include the name and approximate distance (to the nearest one hundred feet) of all receiving waters, including wetlands as defined by the U.S. Army Corps of Engineers, where storm water will discharge. If the storm water discharges to the MS4 (i.e., roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains), identify the point of discharge to the MS4 and the receiving water to which the MS4 outfalls.
4. Pollutant Sources. Include a description of all potential pollutant sources from the proposed land use, which may add pollutants to storm water discharges.
5. BMP Selection. Identify all permanent structural and nonstructural BMPs selected and incorporated into the project design to eliminate or reduce pollutant discharges to storm water, storm water conveyance systems, and/or receiving waters to the maximum extent practicable. For each BMP, also include a description of the methodology used to size and locate each BMP.
6. Operation and Maintenance Procedures. Include a description of all operation and maintenance procedures for each BMP to be installed on site.

#### B. Site Plan.

1. Site Characteristics. Include the property boundary, construction site boundary, names of all adjacent streets or roadways, north arrow, and scale bar.
2. Construction Plan. Include the location of all planned excavation and fill activities, existing and proposed buildings, surfaced areas, and utility installations.
3. Drainage Patterns. Include approximate slopes (to the nearest percent) and direction of slopes (i.e., flow direction arrows) for both pre- and post-development for all surfaces, ditches, and culverts.
4. Receiving Waters. Identify all surface waters and wetlands within one mile of the construction site, including the location where storm water will discharge to the receiving waters. If the storm water discharges to the MS4, identify the point of discharge to the MS4.
5. Permanent Storm Water Controls. Identify the location of all permanent structural BMPs to be installed on site, as well as all areas where nonstructural BMPs will be implemented.

#### C. Sizing and Design Information.

1. Include calculations, manufacturers' guidance, or other process decisions showing how all permanent structural BMPs were sized and designed, and their performance goals. At a



minimum, the project must meet the design requirement for (1) runoff volume that post-development peak runoff shall be limited to five percent over predevelopment peak runoff based on the ten-year, one-hour duration storm event; and (2) runoff quality that permanent BMPs shall be designed to treat the initial 0.5 inch of runoff from each storm event, and provide treatment at a minimum of 0.005 inch per minute after the first flush storm event.

D. A signed statement that the owner of the site will operate, maintain, and/or schedule all permanent BMP(s) in accordance with the PSWCP.

E. Payment of the PSWCP plan review fee in the amount prescribed by the City of North Pole. (Ord. 09-10 § 2, 2009)

#### 15.74.090 Notification of spills.

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials that are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drainage system, or waters of the U.S., said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials, said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of nonhazardous materials, said person shall notify the City of North Pole in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of North Pole within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. (Ord. 09-10 § 2, 2009)

#### 15.74.100 Enforcement.

A. No person shall construct, enlarge, alter, repair, or maintain any grading, excavation, or fill, or cause the same to be done, contrary to or in violation of any terms of this chapter. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and each day during which any violation of any of the provisions of this chapter is committed, continued, or permitted, shall constitute a separate offense. In addition to any other penalty authorized by this section, any person, partnership, or corporation convicted of violating any of the provisions of this chapter shall be required to bear the expense of such restoration.

B. In the event that any person holding a residential or commercial building permit pursuant to this chapter violates the terms of the permit or implements site development in such a manner as to materially adversely affect the health, welfare, or safety of persons residing or working in the neighborhood or development site so as to be materially detrimental to the public welfare or injurious to property or improvements in the neighborhood, the City of North Pole may issue a notice of violation, suspend, or revoke the permit.

C. Notice of Violation. Whenever the City of North Pole finds that a person has violated a prohibition or failed to meet a requirement of this chapter, the City of North Pole may order

**ORDINANCE 17-14**

**AN ORDINANCE TO INCUR \$303,000 DEBT FROM A LOW-INTEREST ALASKA  
DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC) LOAN FOR THE  
PURPOSE OF CONSTRUCTING AN EXTENSION TO THE WASTEWATER  
TREATMENT PLANT DISCHARGE SEWER MAIN IN RESPONSE TO AN ADEC  
NOTICE OF VIOLATION**

**WHEREAS**, the City of North Pole created its utility system to provide residents with the sanitation, protection and convenience afforded by a municipal utility system and to promote an improved community environment; and

**WHEREAS**, the Utility has a permit from the Alaska Department of Environmental Conservation (ADEC) allowing the Utility to discharge treated wastewater to the Tanana River; and

**WHEREAS**, the wastewater treatment plant discharges treated wastewater to the Tanana River via a discharge sewer main; and

**WHEREAS**, the discharge of treated wastewater to the Tanana River is the last step in the wastewater treatment process where river water dilutes the treated wastewater in a mixing zone; and

**WHEREAS**, periodically starting in October 2012 the river channel where the Utility discharges treated wastewater there has been a loss of surface water flow; and

**WHEREAS**, the loss of surface river flow in the discharge channel results in the loss of the Utility's mixing zone; and

**WHEREAS**, lack of a mixing zone is a violation of the Utility's wastewater discharge permit; and

**WHEREAS**, in November 2014, the ADEC issued the Utility a Notice of Violation (NOV) of the Utility's wastewater discharge permit for the lack of a mixing zone; and

**WHEREAS**, the Utility received an engineering estimate that it would cost approximately \$4 million to construct in 2020 an extension to the discharge sewer main to an active channel of the Tanana River to bring the Utility back in compliance with its ADEC wastewater discharge permit; and

**WHEREAS**, the Utility submitted a request to the ADEC for a \$2 million loan to help finance the design, permitting, construction and construction management of the extension to the discharge sewer main; and

**WHEREAS**, the Utility has existing capital charges levied on all utility rate payers that generate

sufficient revenues to repay the loan over its 20-year life; and

**WHEREAS**, the extension of the sewer outfall main is still in the design and permitting stage and the original \$2 million ACWF loan application included construction activities, that therefore the ADEC is unable to offer the City the full \$2 million at this time, but has offered the City an installment of \$303,000 to assist the City with design and permitting costs; and

**WHEREAS**, the ADEC is prepared to issue the City the balance of the ACWF loan totaling \$1,697,000 after the sewer outfall main design is complete;

**NOW, THEREFORE, BE IT RESOLVED** that the North Pole City Council approves acceptance of ACWF #633012 for \$303,000 to assist the City with design and permitting costs for the sewer outfall main project.

**PASSED AND FORWARDED** by a duly constituted quorum of the North Pole City Council this 5<sup>th</sup> day of June 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Council

PASSED/FAILED

Yes:

No:

Absent:

City of North Pole, Alaska

Fiscal Note

Fiscal Year: 2017 Ordinance#: 17-14

Abbreviated Title: ACWF #633021 \$303,000 loan

Originator/ Sponsor Name William Butler Date: May 9, 2017

Does the Ordinance Have a multiyear fiscal impact? Yes ☒ No ☐

Does the Ordinance add positions beyond the Budget? Yes ☐ No ☒

If yes, how many position? \_\_\_\_\_ If yes, what type of Position? \_\_\_\_\_

F- Full Time, P- Part time, T- Temporary

Financial Detail

FUND	Account Description	Account Number	Debits	Credits
43	ACWF #633021 Mixing Zone	43-03-9-902	303,000	
43	ACWF #633021 Mixing Zone	43-00-2-300		303,000

**SUMMARY: (Briefly describe the proposed alterations to the budget and why they are needed)**

The extension of the sewer outfall main is still in the design and permitting stage and the original \$2 million ACWF loan application included construction activities, that limits what the ADEC can offer. The ADEC has offered the City an installment of \$303,000 to assist the City with design and permitting costs with the balance available when ready for construction.

Prepared by: William Butler Date: 5/9/2017

City Accountant Approval: Tricia Fogarty Date: 5-9-17

**NOTE- Fiscal Notes are amendments to the budget, once approved**



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

Department of Environmental  
Conservation

DIVISION OF WATER

Post Office Box 111800  
Juneau, Alaska 99811-1800  
Main: 907.465.5300  
Fax: 907.465.5177  
www.dec.alaska.gov

RECEIVED

MAY 1 - 2017

CITY OF NORTH POLE

April 26, 2017

Mr. William H. Butler  
Director of City Services  
City of North Pole  
125 Snowman Lane  
North Pole, AK 99705

Re: Loan Agreement for Wastewater Effluent Discharge Phase I - Design Only (ACWF # 633021)

Dear Mr. Butler:

Enclosed for signature is the loan agreement in the amount of \$303,000 for the design portion of the Wastewater Effluent Discharge Phase I project (Alaska Clean Water Fund Loan # 633021). Of this amount, \$60,600 is offered as a funding subsidy for disadvantaged community assistance. The original loan application for \$2,000,000 was for both design and construction. Once the project is designed and a construction estimate supporting the full loan amount is provided to the Department, an increase request for the construction portion can be submitted. The remaining proposed subsidy amount of \$339,400 is expected to be offered at that time.

In addition to the requirements of the loan agreement, the following recommendations were made based on the financial capacity review completed by the Department's contractor:

- (a) Debt Service Reserve Fund. The Borrower should establish a debt service reserve fund to hold one full year of debt service payments.
- (b) Annual CAFR Review. The Department should conduct a review of the Borrower's annual comprehensive annual financial report (CAFR).

While item (a) is a recommendation, the Department strongly suggests that the City take steps to implement it. No action is required by the City in reference to item (b). The Department will review a copy of the Utility's CAFR provided by the State's Division of Finance.

Please return the signed original loan offer to the following address:

Alaska Department of Environmental Conservation  
Division of Water, Municipal Matching Grants & Loans Program  
Attn: MAT  
P.O. Box 111800  
410 Willoughby Avenue, Suite 303



Juneau, AK 99811-1800

Upon receipt of the signed original loan offer, the Department will route the document for final signature. A copy of the complete document will be e-mailed to you for your records.

If you have any questions regarding the loan agreement you may contact Carrie Bohan, Program Manager, at 465-5143 or Beth Verrelli, Project Engineer, at 269-7603.

Sincerely,



Michelle Hale  
Director

Enclosure: ACWF # 633021 Loan Agreement

# **ALASKA CLEAN WATER FUND AGREEMENT**

**ADEC LOAN NUMBER 633021**

**City of North Pole**

**Wastewater Effluent Discharge Phase I – Design Only**



This agreement is entered into as of April 26, 2017, by the Alaska Department of Environmental Conservation (the Department) and the City of North Pole (the Borrower), acting pursuant to Resolution 16-05 approved by the City of North Pole, for a loan amount of \$303,000 with a term of 20 years for design only of the North Pole Wastewater Treatment Facility. Of this total amount, \$60,600 is offered as a funding subsidy for disadvantaged assistance.

## **SECTION I - DEFINITIONS**

**Section 1.1.** Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- (a) “Approved Application” means the application submitted to the Department on July 12, 2016 together with all attachments and supporting documentation, as approved by the Department and the Borrower.
- (b) “Finance Charge Rate” means 1.5 percent per annum.
- (c) “Contract period” means the time period commencing on the date this agreement is signed by the Borrower and terminating on the date the Borrower repays the loan in full.
- (d) “Funding Subsidy” means principal forgiveness amount awarded under this agreement.
- (e) “Default” means the Borrower has failed to make a loan repayment within 90 days of the due date, as determined by the repayment schedule prepared by the Department immediately following initiation of operation of the facility.
- (f) “Eligible Project Costs” include the following costs disbursed from the Alaska Clean Water Fund, estimated to not exceed \$303,000; engineering for the project facility; surveys, planning, estimates, and preliminary design; financial and environmental investigations; laboratory testing, legal expenses; and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.

(g) "Participation Payment" means the amount per year necessary to amortize the loan.

(h) "Project Facility" means the facility to be designed pursuant to this Agreement as described generally in the Approved Application dated July 12, 2016. This project will design an agreed upon alternative to address the Alaska Department of Environmental Conservation Notice of Violation for failure to comply with the conditions of the Alaska Pollutant Discharge Elimination System (APDES) Permit No. AK0021393 for the North Pole Wastewater Treatment Facility.

## **SECTION II - RIGHTS OF ACCESS**

**Section 2.1.** The Department has the right at all reasonable times to enter the project site, for the purpose of inspecting the facility.

## **SECTION III - ACQUISITION OF PROJECT SITE, LOAN DISBURSEMENT, AND PAYMENT OF COSTS**

**Section 3.1.** Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be distributed by the Department upon submittal and departmental approval of invoices.

**Section 3.2.** If this project finishes under the estimated cost, it will be funded only as necessary to complete the project.

**Section 3.3.** In connection with the design of the project facility, the Borrower agrees that:

(a) The Borrower under the Federal Water Pollution Control Act section 602(b)(13), must certify that they have conducted studies and evaluations for determining the cost and effectiveness of the project. The cost and effectiveness analysis at minimum requires:

(i) the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for carrying out the proposed project or activity for which assistance is sought under this title; and

(ii) the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, taking into account: the cost of constructing the project or activity; the cost of operating and maintaining the

project or activity over the life of the project or activity; and, the cost of replacing the project or activity.

Certification must be provided by the Borrower before proceeding with final design or construction. The Borrower must use the certification form supplied by the Department to ensure compliance with this requirement.

(b) When applicable, Borrower's contracting for all architectural and engineering (A/E) services after October 1, 2014 must comply with the elements of the procurement processes for A/E services as identified in 40 U.S.C. 1101.

Requirements under 40 U.S.C. 1101 are as follows:

- (i) Public announcement of the solicitation (e.g., a Request for Qualifications);
- (ii) Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., identified in the solicitation). Evaluation criteria should be based on demonstrated competence and qualification for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- (iii) Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- (iv) Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- (v) Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered. In the event that a contract cannot be negotiated with the most highly qualified firm, negotiation continues in order of qualification.

**Section 3.4.** The Borrower agrees to administer this loan in a non-discriminatory manner. No person shall be discriminated against based on race, religion, color, national origin, gender or disability. In addition, all contracts issued by the Borrower under this loan agreement must include the following statement:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

**Section 3.5.** When applicable, the Borrower will comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

**Section 3.6.** When applicable, the Borrower will comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

**Section. 3.7.** When applicable, the Borrower will comply with Title II, Part 35, Section 35.151 of the Act "New Construction and Alterations,"

(a) Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.

(b) Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.

(c) Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CFR part 101-19.6) or with the Americans with Disabilities Act



Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

**Section 3.8.** When applicable, the Borrower will comply with Title III, Part 36, Section 36.401 of the Act "New Construction." Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

**Section 3.9.** When applicable, the Borrower will comply with Title III, Part 36, Section 36.402 of the Act "Alterations."

(a) General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

(b) Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.

**Section 3.10.** The Borrower shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

**Section 3.11.** The Borrower will comply with the disadvantaged business enterprise requirements of the State Revolving Loan Fund program, and will require its contractors to also meet these requirements.

**Section 3.12.** Upon completion of the Project, the Borrower shall provide a statement to the Department of the project final costs by category of expenditure, including but not limited to costs for administration and design.

#### **SECTION IV - PARTICIPATION PAYMENTS BY THE BORROWER**

**Section 4.1.** This loan is made to the Borrower from the Alaska Clean Water Fund for the maximum amount of \$303,000. Of this total amount, no more than 20% of the total amount of funds disbursed is offered to the Borrower as a funding subsidy (as principal forgiveness) up to and not to exceed amount of \$60,600 for disadvantaged assistance. By no later than one year from the date of this agreement, the Borrower must submit disbursement requests equal to \$303,000 in order to receive the fully subsidized amount of \$60,600.

**Section 4.2.** The Borrower agrees to repay the principal amount and the finance charge rate on all cash draws made to the Borrower according to the repayment schedule, which will be prepared by the Department and confirmed by the Borrower following initiation of operation of the facility. The repayment schedule for the actual amount of loan payments made to the Borrower will provide that:

(a) The Borrower will pay a finance charge of 1.5 percent on each disbursement. Accrual of the finance charge will begin one year after the date of the first disbursement to the Borrower.

(b) The loan amount will be paid back within 20 years following initiation of operation of the facility. Repayment of the loan will be made with either equal annual principal payments plus the finance charge or equal annual total payments including the finance charge. Other repayment methods may be negotiated with the Department.

(c) The first installment payment will be due within one year following substantial completion and initiation of operation of the facility.

**Section 4.3.** The Borrower assures the Department that the Borrower has not pledged revenues for the repayment of its loan that have been previously pledged or encumbered, unless specifically set forth in the Borrower's approved application. The pledged revenues for repayment of the loan and each separate source of revenue are specifically identified and described in the Borrower's submitted application.

**Section 4.4.** In the event that any of the revenues pledged by the Borrower for the repayment of its loan are encumbered by a lien of any prior outstanding debt, the Borrower will furnish the Department with legal assurance that the excess of such prior encumbered revenues are legally available for pledging to the Alaska Clean Water Fund.

**Section 4.5.** The Borrower agrees that if pledged revenues are insufficient to meet any loan payment to the Department when due, the Borrower will pay the deficiency in its loan payment from any legally available funds accruing to or in the possession of the Borrower. Repayment of the loan which is the subject of this loan agreement shall not be a direct and general obligation of the Borrower.

**Section 4.6.** If a repayment is received by the Department more than 30 days after it is due, the Borrower will be subject to a late charge in accordance with the following conditions.

If the Borrower is in good standing with the Department and has no late payments on any loans within the last five years:

- (a) And a payment is more than two months late a 1% charge will be applied against the outstanding amount due.
- (b) And a payment is more than three months late a 3% charge will be applied against the outstanding amount due.
- (c) And a payment is more than four months late a 5% charge will be applied against the outstanding amount due.

If the Borrower has had late loan payments in the last five years.

- (a) And a payment is more than one month late a 1% charge will be applied against the outstanding amount due.
- (b) And a payment is more than two months late a 3% charge will be applied against the outstanding amount due.
- (c) And a payment is more than three months late a 5% charge will be applied against the outstanding amount due.

Additionally, interest on the unpaid balance will continue to accrue at the contract interest rate and must be paid in addition to the late charge. Payments in arrears when the 5% late charge is assessed will be referred to the Department of Law for collection.

**Section 4.7.** The Borrower agrees that it will separately account for all monies received from the Alaska Clean Water Fund and will maintain project accounts in accordance with generally accepted governmental accounting principles.

**Section 4.8.** The provisions of AS 37.15.575 relating to state aid interception apply to the loan made under this agreement.

## **SECTION V - AUDIT**

**Section 5.1.** The Borrower agrees to submit a financial report for the design portion of the project for Departmental approval within one year after completion of the plans and specifications.

**Section 5.2.** Financial assistance received under this loan agreement is considered federal assistance and is to be included when determining the threshold amount for a Federal Single Audit. However, financial assistance received under this loan agreement is not subject to State Single Audit.

## **SECTION VI - MISCELLANEOUS PROVISIONS**

**Section 6.1.** Any disbursement or repayment made under this Agreement by the Department or Borrower shall be delivered by electronic transfer, registered or certified mail, courier service or delivered personally.

- (a) Any repayment addressed to the Department will be sent or delivered personally to:

Alaska Department of Environmental Conservation  
Division of Water – Municipal Grants & Loans Program  
ATTN: MAT  
410 Willoughby Avenue, Suite 303  
P.O. Box 111800  
Juneau, Alaska 99811-1800

- (b) Any disbursement addressed to the Borrower will be sent to or delivered personally to:

City of North Pole  
125 Snowman Lane  
North Pole, AK 99705

**Section 6.2.** Disbursement Requests and Progress Status Reports shall be submitted to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link:

<http://dec.alaska.gov/water/MuniGrantsLoans/index.htm>

At minimum, Disbursement Requests must be submitted to the Department quarterly, but no more frequently than once per month.

Progress Status Reports must be submitted to the Department on a quarterly basis, within 30 days following the end of each quarter.

Should the Borrower fail to submit quarterly progress status reports as required, the Department will not process subsequent pay requests until all outstanding quarterly report(s) are received.

**Section 6.3.** Departmental approvals required by this Agreement will not be unreasonably withheld.

**Section 6.4.** This Agreement is made subject to, and conditional upon, the availability of funds.

**Section 6.5.** This Agreement is effective as of the date set forth above and continues in full force and effect until the final day of the Contract Period.

**Section 6.6.** This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

**Section 6.7.** The Department may cancel all or any part of this agreement if:

(a) Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Clean Water Fund is incorrect or incomplete in any material respect;

(b) The Borrower has violated commitments made by it in its Approved Application and supporting documents, has not adhered to the regulations of the Alaska Clean Water Fund (18 AAC 76), has violated any of the terms of this Loan Agreement; or

(c) The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

**Section 6.8.** No portion of this loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

**Section 6.9.** Nothing in this agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

By: Michelle Hale  
Michelle Hale, Director  
Division of Water

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

The foregoing instrument was acknowledged before me this 27th day of April, 2017



\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_

**CITY OF NORTH POLE**

By: \_\_\_\_\_

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
First Judicial District**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017



\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_

**ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

By: \_\_\_\_\_

Nikolay Barkov, Finance Officer  
Division of Administrative Services

**ACKNOWLEDGEMENT  
STATE OF ALASKA  
Third Judicial District**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public, State of Alaska

My commission expires: \_\_\_\_\_

**CITY OF NORTH POLE**

**ORDINANCE 17-15**

**AN ORDINANCE TO ALLOW MULTIPLE WATER METERS AT PROPERTIES  
WITH MULTIPLE OCCUPANCIES AND TO ALLOW A SINGLE CUSTOMER  
SEWER SERVICE LINE AT PROPERTIES WITH MULTIPLE OCCUPANCIES**

**WHEREAS**, the City of North Pole created its utility system to provide residents with the sanitation, protection and convenience afforded by a municipal utility system and to promote an improved community environment; and

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

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the requirements of the City and its residents.

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

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

**Section 2.** Title 13, Chapter 13.16 Water Services, Section 13.16.030 Multiple Water Services and Chapter 13.20 Sewer Services, Section 13.20.020 Policies and conditions of service shall be amended in the North Pole Code of Ordinances as follows in the attached revised sections.

**Section 3.** Effective date.

This ordinance shall become effective immediately upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
---

## Multiple Water Services

### 13.16.030 Multiple water services.

In buildings occupied by two or more water customers, the water service to each customer must be individually metered and adequately valved to permit disconnection of any customer without interrupting service to the other customers in the building. Existing services that do not meet these requirements will be disconnected, unless the owner of the building has *done one of the following*:

A. ~~Secure a contract arrangement~~ *Entered into a written contract* with ~~an approved a~~ contractor *licensed by the state* to modify the water service to meet ~~these~~ the following requirements. ~~÷ or~~

- 1. All plumbing connections installed to provide multiple metering from a single master service line must comply with the City of North Pole Service Line Requirements for Water and Wastewater Commercial and Residential Structures and the provisions of the latest version of the Uniform Plumbing Code and amendments adopted by the City.*
- 2. The property owner must submit a scaled drawing with a scale of no less than 1 inch equals 1 foot in the drawing of the water meter installation.*
- 3. The property owner must install plumbing such that each dwelling unit receiving water services is plumbed separately.*
- 4. Adequate space must be provided between individual water meters such that they can be manually read by the Utility and there is adequate space to repair or replace a meter.*
- 5. The water meters must be in a heated secure location readily accessible by the Utility.*
- 6. The Utility shall inspect any multi-metered dwelling's utility connections before authorizing the installation of water meters and before providing water service to the dwelling.*
- 7. Tampering with water meters is a violation of North Pole Municipal Code and violation of these provisions may result in termination of individuals' water service or termination of water service to the entire dwelling at the sole discretion of the Utility. See sections 13.08.070 A and B; 13.12.060; 13.12.150; 13.16.060 A.*
- 8. The service line from the water main to the water meters is the sole responsibility of the property owner. (See 13.16.020 D.)*

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

C. Has entered into an agreement with the North Pole Utility to guarantee payment of all water service into the building.

(Ord. 16-16 § 2, 2016; Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.C, 1982)

1 **Multiple Sewer Services**

2  
3 **13.20.020 Policies and conditions of service**

4  
5 S. Building Sewers. All building sewers shall be installed in complete accordance with *City of*  
6 *North Pole Service Line Requirements for Water and Wastewater Commercial and Residential*  
7 *Structures and* provisions of the *latest version of the* Uniform Plumbing Code *and amendments*  
8 *adopted by the City.*  
9

10 T. Service Connection.

11 7. Individual Sewer Services. Independent and separate sewer services shall be provided  
12 on each lot for all buildings within the City or that are to be ultimately connected to the  
13 municipal sewer system. Common sewer services are expressly prohibited in zero lot  
14 line and townhouse developments. Condominiums or planned unit developments with  
15 specific association agreements subject to the City's review and satisfaction may be  
16 allowed as exceptions. The customer provides and pays for all expenses required to  
17 install the necessary sewer pipe, fittings, cleanouts, manholes and pump stations  
18 required to connect the property to the City sewer at the point of connection designated  
19 by the Utility Supervisor or his designated representative.

20 a. *Exceptions where the Utility has approved a single customer service line to serve*  
21 *multiple utility customers at a single property, as in duplex or multiplex properties,*  
22 *the property owner shall be responsible for the customer sewer line from the sewer*  
23 *main to the property. (See 13.20.020, U.)*  
24

25 10. Installation of sewer stub line and sewer connections:

26 a. All sewer stub lines shall be installed and mains tapped by a contractor licensed by  
27 the State. As a prerequisite to commencing any work on the Utility, the contractor  
28 shall furnish:

- 29 i. Contractor's license (State of Alaska);  
30 ii. Proof of workman's compensation insurance, if required by law;  
31 iii. A bond in the amount of \$5,000 (five thousand dollars);  
32 iv. Other proof of capability to perform such work as required by the Director of  
33 City Services.

34 b. The party or parties installing the building sewer line portion outside the street  
35 right-of-way need not meet the requirements of a bonded contractor as outlined  
36 above, but they shall make the City aware of their capabilities to perform such  
37 work. Those installing this portion of the ~~water sewer~~ service line will, however, be  
38 required to meet the same material and workmanship qualifications outlined in the  
39 City of North Pole standard of construction specifications.  
40

1 U. Maintenance and Repair. ~~Users~~ The property owner shall be responsible for all maintenance  
2 and repair of their service line, connection cleanouts, backwater valves, and shall further be  
3 responsible for the removal of soft plugs or debris which accumulate in their service line or  
4 connection as well as frozen service line and connections. ~~Users~~ The property owner shall ensure  
5 that all-weather access is available to sewer system personnel for cleanouts, valves, control  
6 manholes and pretreatment facilities located on user property.

**CITY OF NORTH POLE  
ORDINANCE 17-16**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO  
AMEND THE 2017 JAG/BYRNE GRANT TO PURCHASE AN  
UNDERCOVER VEHICLE FOR USE BY NPPD**

**WHEREAS**, the State of Alaska has modified the 2017 JAG/BYRNE Grant to assist the City of North Pole with the purchase of an undercover vehicle; and

**WHEREAS**, the City of North Pole needs to replace the current vehicle in order to maintain undercover operations in the State Wide Drug enforcement unit; and

**WHEREAS**, the current vehicle being used in the unit has reached its end of use in the unit and will be moved to unmarked status inside the police department; and

**WHEREAS**, the funds received from the JAG/BYRNE grant will be \$13,344.00 which is an increase of \$937.00; and

**WHEREAS**, unspent funds in the Personnel and Fringe Benefits will be moved to the Equipment Expense line to cover the above costs placing the Personnel line item funding to \$54,585.00 and the Fringe Benefit line item to \$40,958.00; and

**WHEREAS**, the overall grant award will now total \$108,887.00.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves the transfer of funds from Personnel and Fringe benefits to Equipment Expense in the 2017 Jag/BYRNE grant and accepts a grant increase of \$ 937.00 and allows the purchase of a new undercover vehicle at a cost of \$13,344.00.

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

**Section.** Effective date.

This ordinance shall become effective immediately upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 5th day of June, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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ALASKA DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF ADMINISTRATIVE SERVICES  
GRANTS SECTION

**Grantee Name:** City of North Pole  
**Project Name:** Multi-jurisdictional Task Force  
**Program Name:** Justice Assistance Grant (JAG)  
**Grant Award Number:** 17-100

## GRANT AGREEMENT ADDENDUM ONE

### Property Standards

#### Equipment and Supplies Acquired with Edward Byrne Memorial Justice Assistance Grant Program Funds.

The Department of Justice expects recipients and sub recipients of Federal funds to use good judgement when purchasing, managing, and disposing of property paid for by Federal funds. If a recipient or sub recipient uses award funds to purchase new property when suitable property is already available within the relevant organization, this use will be considered an unnecessary expenditure.

Special rules set out in 42. U.S.C. 3789 (a provision of the Omnibus Crime Control and Safe Streets Act of 1968), apply to the ownership, use and disposition of equipment and supplies purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) funds awarded by the Bureau of Justice Assistance (BJA).

- Title to all equipment and supplies purchased with Byrne JAG funds vest in the criminal justice agency or non-profit organization that purchased the property, if it certifies to the State Office that it will use the property for criminal justice purposes.
- If such certification is not made, title to the property shall vest in the State Office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using or disposing of it in any other manner.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and sub recipients) in accordance with State procedures, with no further obligation to the award agency.

### Property Definition

Property includes both 1) *real property* which typically includes land and buildings; and 2) *personal property*, which includes both a) *tangible personal property, which is classified as either equipment or supplies*; and b) *intangible personal property*, which includes things having no physical existence, like trademarks, copy rights, and patents. (See definitions in 2 C.F.R 200.1)

### Property Screening and Management Systems

Careful screening should take place before purchasing property to ensure that it is needed. An effective property management system should be established and maintained to avoid incurring property acquisition costs that are later disallowed by the awarding agency (e.g., acquiring unreasonable, duplicative, or unnecessary property).

### **Equipment Ownership**

Title to equipment acquired under a Federal award will vest in the recipient or sub recipient's organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 CFR 200.313.

### **Use of Equipment**

Recipients and sub recipients must use equipment acquired under an award for the authorized program or project purposes for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

### **Management of Equipment**

Recipients and sub recipients must use procedures for managing equipment (including replacement equipment) acquired in whole or in part under a Federal award, until disposition takes place, that, at a minimum meet the following requirements:

Property records – maintain property records that include description of property, serial number or other identification number, source of property (federal program name and award number), Identification of the title holder, Acquisition date, cost of the property, percentage of Federal participation in the cost of the property, location of the property, use and condition of the property, disposition data, include the date of disposal and sale price.

Inventory – a physical inventory must be taken of the property and reconcile the results with the property records at least once every two years.

Maintenance – establish and use adequate maintenance procedures to keep the property in good condition.

Control System – have a control system in place with adequate safeguards to prevent loss, damage, and theft.

Proper sales procedures – if authorized or required to sell the property, the recipient or sub recipient must establish proper sales procedures to ensure the highest possible return.

*The **City of North Pole** hereby certifies that it will use the property purchased with Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds for criminal justice purposes as outlined above and per the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>, and will submit an equipment/inventory log provided by the Alaska Department of Public Safety at the end of each grant period.*

---

**Bryce Ward, Mayor**

Authorized Signer

**DATE**

**STATE OF ALASKA**  
**Department of Public Safety**  
**Division of Administrative Services**

**GRANT AMENDMENT**

GRANTEE		DEPARTMENT																			
NAME: City of North Pole ADDRESS: 125 Snowman Lane CITY: North Pole, AK 99705		NAME: Department of Public Safety ADDRESS: 5700 E. Tudor Road CITY: Anchorage, AK 99502																			
CONTACT: Chad Rathbun TITLE: Lieutenant		CONTACT: April Carlson @ TITLE: Grants Manager 58-17																			
PHONE: 907-488-6902 EMAIL: crathbun@northpolepolice.org		PHONE: 907-269-5082 EMAIL: april.carlson@alaska.gov																			
AWARD INFORMATION																					
PROJECT NAME: Multi-jurisdictional Task Force		GRANTEE DUNS: 015680010																			
PROGRAM NAME: Edward Byrne Memorial Justice Assistance Grant (JAG)		GRANT AWARD: 17-100																			
FEDERAL AWARD: 2016-DJ-BX-0968 - \$51,496 / 2015-DJ-BX-0560 - \$57,391		PROGRAM CFDA: 16.738																			
AWARD AMOUNT: \$108,887.00	AMEND DATE: Dept Signature	REQUIRED MATCH: No																			
PROJECT START: February 22, 2017	PROJECT END: December 31, 2017	RISK ASSESSMENT: Yes																			
BUDGET AMENDMENT																					
Cost Category	Original AMOUNT	Amend One	Amend Two	Amend Three	Amended Budget																
Personnel	62,207.00	(7,622.00)	-	-	54,585.00																
Fringe	45,743.00	(4,785.00)	-	-	40,958.00																
Equipment	-	13,344.00	-	-	13,344.00																
<b>TOTAL \$ 107,950.00</b>		<b>\$ 937.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,887.00</b>																
<table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <th>Funding Source:</th> <th>Original Budget</th> <th>Amendments</th> <th>Total Project</th> </tr> <tr> <td>2016-DJ-BX-0968</td> <td style="text-align: right;">\$ 50,559.00</td> <td style="text-align: right;">\$ 937.00</td> <td style="text-align: right;">\$ 51,496.00</td> </tr> <tr> <td>2015-DJ-BX-0560</td> <td style="text-align: right;">\$ 57,391.00</td> <td style="text-align: center;">\$ -</td> <td style="text-align: right;">\$ 57,391.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 107,950.00</b></td> <td style="text-align: right;"><b>\$ 937.00</b></td> <td style="text-align: right;"><b>\$ 108,887.00</b></td> </tr> </table>						Funding Source:	Original Budget	Amendments	Total Project	2016-DJ-BX-0968	\$ 50,559.00	\$ 937.00	\$ 51,496.00	2015-DJ-BX-0560	\$ 57,391.00	\$ -	\$ 57,391.00	<b>TOTAL</b>	<b>\$ 107,950.00</b>	<b>\$ 937.00</b>	<b>\$ 108,887.00</b>
Funding Source:	Original Budget	Amendments	Total Project																		
2016-DJ-BX-0968	\$ 50,559.00	\$ 937.00	\$ 51,496.00																		
2015-DJ-BX-0560	\$ 57,391.00	\$ -	\$ 57,391.00																		
<b>TOTAL</b>	<b>\$ 107,950.00</b>	<b>\$ 937.00</b>	<b>\$ 108,887.00</b>																		
AMENDMENT JUSTIFICATION																					
<p><b>Amend One:</b> The original budget funded 11 months of personnel/fringe and OT; the award was not signed until 02/22/17 pending city council approval reducing the project period to 10 months. A vehicle will be purchased for the drug enforcement officer to conduct undercover operations with the excess personnel/fringe and OT; and an increase of \$937 to the total award amount.</p>																					
GRANTEE AUTHORIZATION			DEPARTMENT AUTHORIZATION																		
NAME/TITLE: Bryce Ward, Mayor			NAME/TITLE: Colonel James E. Cockrell, Director																		
SIGNATURE:			SIGNATURE:																		
DATE:			DATE:																		

## PERSONNEL BUDGET DETAIL

**PERSONNEL** - List each position by title and name of employee if available. Show the monthly salary amount, number of months, and percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

POSITION TITLE/NAME	MONTHLY AMOUNT	QTY	% TIME	TOTAL
Officer Bruce Milne - Salary \$65,499/year	\$ 5,458.52	10	100%	\$ 54,585.20
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 54,585.20

**FRINGE BENEFITS** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

POSITION TITLE/NAME	MONTHLY AMOUNT	QTY	% TIME	TOTAL
PERS: Salary \$65,499 x 22% = \$14,409.78	\$ 1,200.82	10	100%	\$ 12,008.20
Medicare: Salary \$65,499 x 6.2% = \$4060.94	\$ 338.41	10	100%	\$ 3,384.10
Workers Comp: Salary \$65,499 x 5.46% = \$3,576.25	\$ 298.02	10	100%	\$ 2,980.20
Health Care: 2080 hrs/yr x \$13.03/hr = \$27,102.40	\$ 2,258.54	10	100%	\$ 22,585.40
				\$ -
SUBTOTAL				\$ 40,957.90

**Personnel/Fringe**

**TOTAL** \$ 95,543.10

## EQUIPMENT BUDGET DETAIL

**EQUIPMENT** - List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than one year. (e.g. vehicles, radios, computers, cameras, etc.)

DESCRIPTION	AMOUNT	QTY	TOTAL
Undercover vehicle for drug enforcment	\$ 13,344.00	1	\$ 13,344.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

**TOTAL \$ 13,344.00**

## BUDGET SUMMARY

BUDGET CATEGORY	AMOUNT
Personnel	\$ 54,585.20
Fringe	\$ 40,957.90
Travel	\$ -
Contractual	\$ -
Supplies	\$ -
Equipment	\$ 13,344.00

<b>Total</b>	<b>\$ 108,887.10</b>
Original Budget	\$ 107,950.00
<b>Amend 1</b>	<b>\$ 937.00</b>
<b>Amended Budget</b>	<b>\$ 108,887.00</b>



City of North Pole, Alaska

Fiscal Note

Fiscal Year: 2017 Ordinance#: 17-16

Abbreviated Title: Amend 2017 JAG/Byrne Grant to Purchase Vehicle for use by NPPD

Originator/ Sponsor Name Chief Dutra Date: May 9, 2017

Does the Ordinance Have a multiyear fiscal impact? Yes ☐ No ☒

Does the Ordinance add positions beyond the Budget? Yes ☐ No ☒

If yes, how many position?                      If yes, what type of Position?                     

F- Full Time, P- Part time, T- Temporary

Financial Detail

FUND	Account Description	Account Number	Debits	Credits
Jag -11	Wages Full Time	11-10-1-001		5,456.00
Jag -11	Benefits	11-10-1-003		1,540.00
Jag -11	PERS	11-10-1-004		1,225.00
Jag -11	Overtime Regular	11-10-1-007		2,166.00
Jag -11	Health Insurance	11-10-1-013		2020.00
Jag -11	Jag Grant Revenue	11-00-3-900		937.00
Jag -11	Misc Expenses	11-10-9-920	13,344.00	
	Total		13,344.00	13,344.00

**SUMMARY: (Briefly describe the proposed alterations to the budget and why they are needed)**

Amending 2017 Jag/Byrne grant to purchase a vehicle for use by NPPD.

Prepared by: Mayor Ward Date: May 9, 2017

City Accountant Approval: Tricia Fogarty Date: May 9, 2017

**NOTE- Fiscal Notes are amendments to the budget, once approved**

125 Snowman Lane  
North Pole, AK 99705  
P: 907-488-8583  
F: 907-488-3002  
C: 907-388-2728  
Email: Kathy@northpolealaska.com

**City of North Pole  
Office of the City Clerk/HR Mgr**

# Memo

**To:** Council Members  
**From:** Kathy Weber, MMC  
**CC:** Mayor Ward  
**Date:** 5/30/2017  
**Re:** Transfer of Liquor License

---

The Alcohol Beverage Control Board has received an application from Steven & Julie Moody, dba Moody Brews BBQ & Catering– License #2985 for the transfer of liquor license from First Security Investments, dba Pagoda Chinese Restaurant. This notice is required under AS 04.11.520.

Attached is the letter from the Department of Commerce, Community, and Economic Development/Alcoholic Beverage Control Board, explaining the process.

It is my recommendation, after reading all material submitted to the Clerk's Office, that the council make a formal motion of "non-objection" to the ABC Board.



THE STATE  
of **ALASKA**  
GOVERNOR BILL WALKER

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 26, 2017

City of North Pole

Attn: Kathy Weber

Via Email: [kathy.weber@northpolealaska.org](mailto:kathy.weber@northpolealaska.org)

Cc: [kmajor@fnsb.us](mailto:kmajor@fnsb.us)

<b>License Type:</b>	Restaurant Eating Place	<b>License Number:</b>	2985
<b>Licensee:</b>	Steven & Julie Moody		
<b>Doing Business As:</b>	Moody Brews BBQ & Catering		

☐ New Application

☒ Transfer of Ownership Application

☒ Transfer of Location Application

☐ Transfer of Controlling Interest Application

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director and the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Jedediah Smith, Local Government Specialist

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### What is this form?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's main office, along with all other required forms and documents, before any license application will be considered complete.

### Section 1 - Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	First Security Investments	License #:	2985
License Type:	Restaurant/Eating Places	Statutory Reference:	04.11.100
Doing Business As:	Pagoda Chinese Restaurant		
Premises Address:	431 N. Santa Claus Lane		
City:	North Pole	State:	AK
		ZIP:	99705
Local Governing Body:	City of North Pole		

### Transfer Type:

- ☒ Regular transfer  
☐ Transfer with security interest  
☐ Involuntary retransfer

FEB 28 2017



OFFICE USE ONLY			
Complete Date:		Transaction #:	15290
Board Meeting Date:		License Years:	2017-18
Issue Date:		BRE:	Shirley



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 2 – Transferee Information**

Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Steven and Julie Moody				
Doing Business As:	Moody Brews BBQ + Catering				
Premises Address:	211 Cross way				
City:	North Pole	State:	AK	ZIP:	99705
Community Council:					

Mailing Address:	P.O. Box 56779				
City:	North Pole	State:	AK	ZIP:	99705

Designated Licensee:	Julie Moody			
Contact Phone:	907-460-7107	Business Phone:	907-550-2923	
Contact Email:	moodybrewsbbq@gmail.com			

Seasonal License? Yes ☐ No ☒ If "Yes", write your six-month operating period: \_\_\_\_\_

**Section 3 – Premises Information**

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building



The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

--

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

--



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 4 – Sole Proprietor Ownership Information**

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.  
If more space is needed, please attach a separate sheet with the required information.  
The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:	Steven D. Moody				
Address:	P.O. Box 56779				
City:	North Pole	State:	AK	ZIP:	99705

This individual is an: ☒ applicant ☐ affiliate

Name:	Julie D. Moody				
Address:	P.O. Box 56779				
City:	North Pole	State:	AK	ZIP:	99705

**Section 5 – Entity Ownership Information**

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.  
If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:		AK Formed Date:		Home State:	
Registered Agent:			Agent's Phone:		
Agent's Mailing Address:					
City:		State:		ZIP:	

Residency of Agent:

Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

☐ ☐



Alaska Alcoholic Beverage Control Board

**Form AB-01: Transfer License Application**

**Section 6 – Other Licenses**

Ownership and financial interest in other alcoholic beverage businesses:

☒ Yes

☐ No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?



If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Big Daddy's Barbeque RTG.LLC.  
#4174, Bev desp.

**Section 7 – Authorization**

Communication with AMCO staff:

☐ Yes

☐ No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?



If "Yes", disclose the name of the individual and the reason for this authorization:



Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

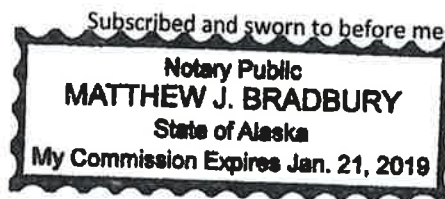
### Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

  
Signature of transferor

XI BIN LIN  
Printed name of transferor



Subscribed and sworn to before me this 10<sup>th</sup> day of February, 2017.

  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: Jan 21 2019



\_\_\_\_\_  
Signature of transferor

\_\_\_\_\_  
Printed name of transferor

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

FEB 28 2017



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

### Section 9 - Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

SM

I certify that all proposed licensees have been listed with the Division of Corporations.

SM

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

SM

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

SM

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

SM

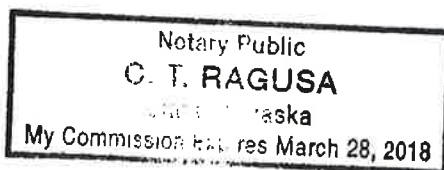
As an applicant for a liquor license, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete.

Signature of transferee

Printed name



Subscribed and sworn to before me this 10 day of February, 2017.



Signature of Notary Public

Notary Public in and for the State of ALASKA

My commission expires: 03/28/2018



Alaska Alcoholic Beverage Control Board

**Form AB-02: Premises Diagram**

**What is this form?**

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The **second page** of this form is not required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

This form must be completed and submitted to AMCO's main office before any license application will be considered complete.

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☐☒

**Section 1 – Establishment Information**

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Steven + Julie Moody	License Number:	2985
License Type:	Restaurant / Eating Place		
Doing Business As:	Moody Brews BBQ + Catering		
Premises Address:	211 Cross Way		
City:	North Pole	State:	AK
		ZIP:	99705

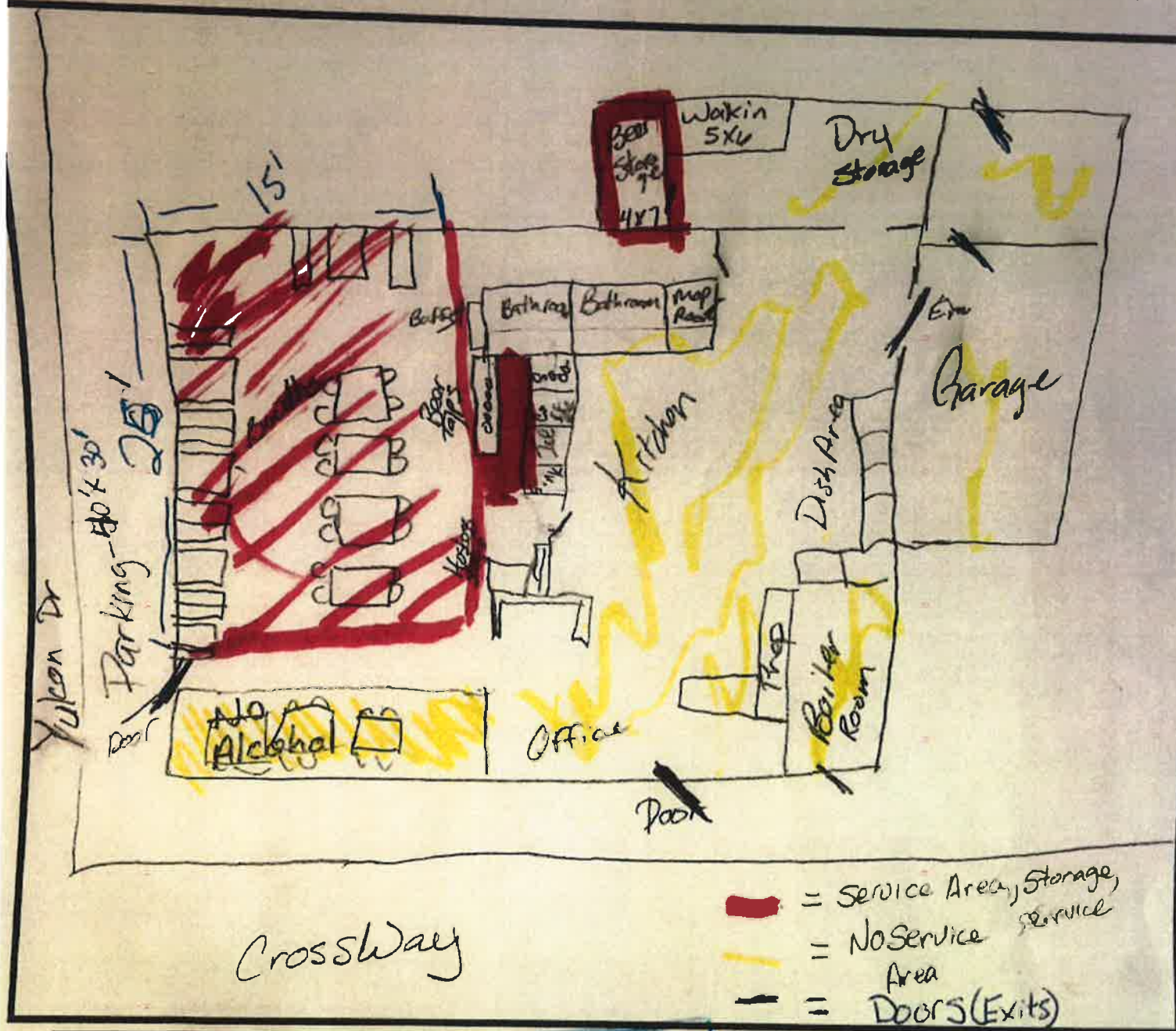




# Form AB-02: Premises Diagram

## Section 2 - Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.



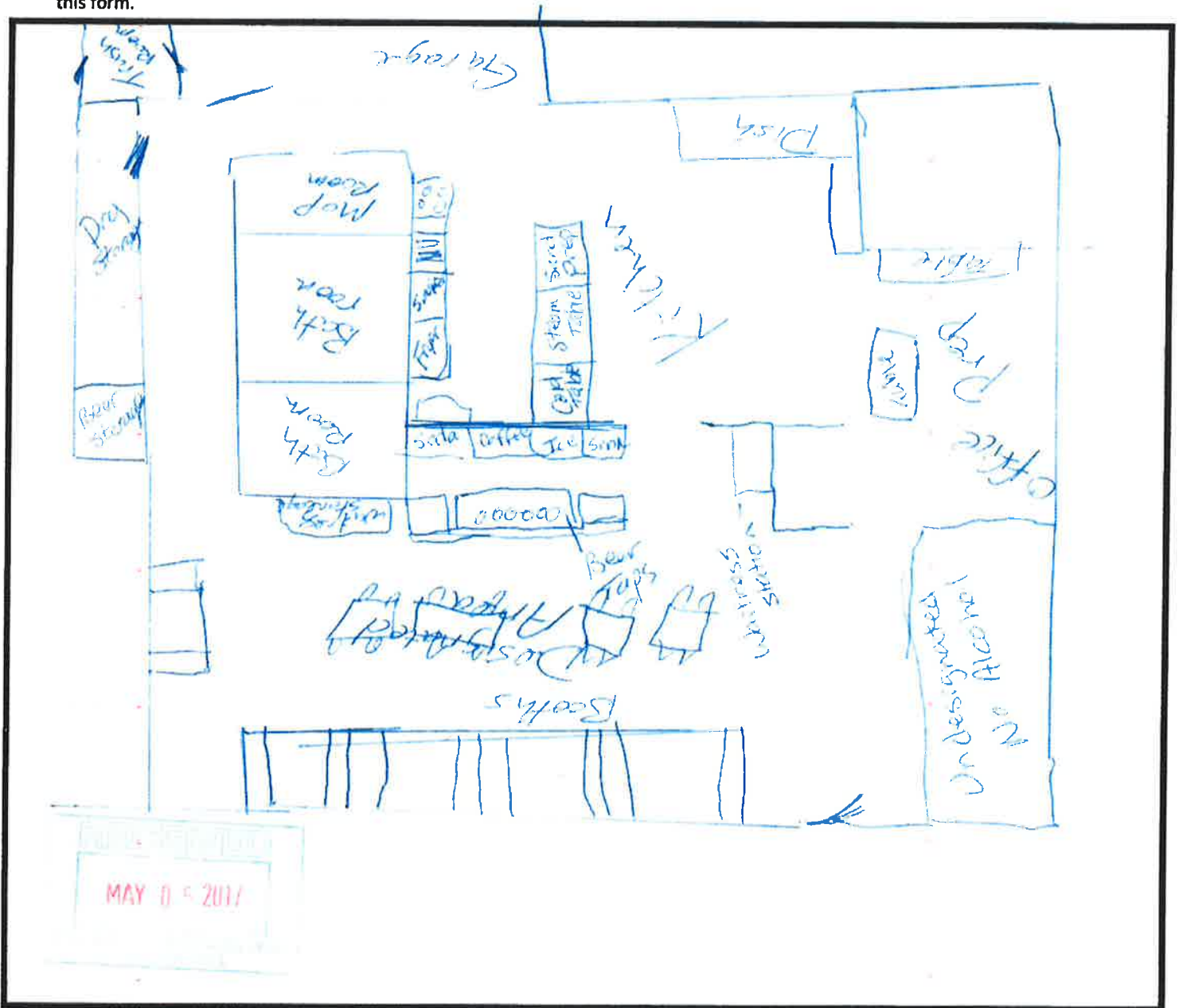




## Alaska Alcoholic Beverage Control Board

**Form AB-02: Premises Diagram****Section 2 – Detailed Premises Diagram**

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.





Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**What is this form?**

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A detailed floor plan of the proposed designated and undesignated areas of the licensed business and a menu or expected menu listing the meals to be offered to patrons must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

**Section 1 – Establishment Information**

Enter information for licensed establishment.

Licensee:	Steven + Julie Moody		
License Type:	Restaurant/Eating Place	License Number:	2985
Doing Business As:	Moody brews bbb + Catering		
Premises Address:	211 cross way		
City:	North Pole	State:	AK
		ZIP:	99705
Contact Name:	Julie Moody	Contact Phone:	907-460-7109

**Section 2 – Type of Designation Requested**

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☐ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☐ Employment for persons 16 or 17 years of age: AS 04.16.049(c)
- NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.



OFFICE USE ONLY			
Issue Date:		Transaction #:	15349
		BRE:	825



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Additional Information**

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Monday - Saturday 11am to 8pm

Are any forms of entertainment offered or available within the licensed business or on the proposed designated portions of the premises?

Yes  
☐

No  
☒

If "Yes", describe the entertainment offered or available:



Food and beverage service offered or anticipated is:



table service



buffet service



counter service



other

If "other", describe the manner of food and beverage service offered or anticipated:

Is an owner, manager, or assistant manager 21 years of age or older always present on the premises during business hours?

Yes  
☒

No  
☐

Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the third page of this form.

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the third page of this form that meet the requirements of this form.

Yes  
☒

No  
☐



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### Section 4 – Detailed Floor Plan

Provide a detailed floor plan that meets the requirements listed in Form AB-01 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.





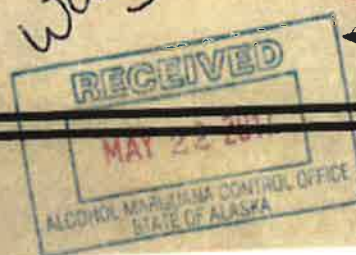
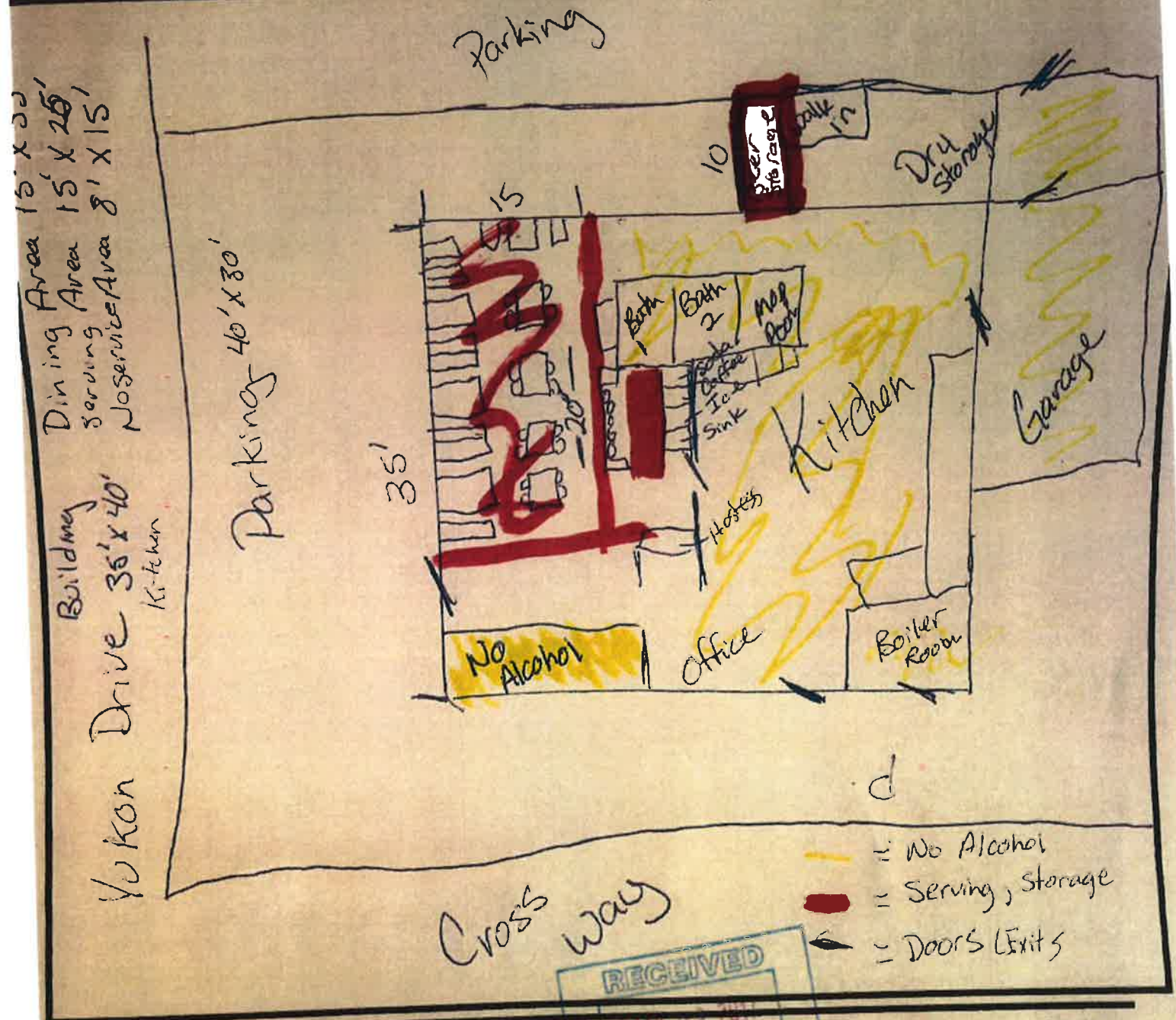


# Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

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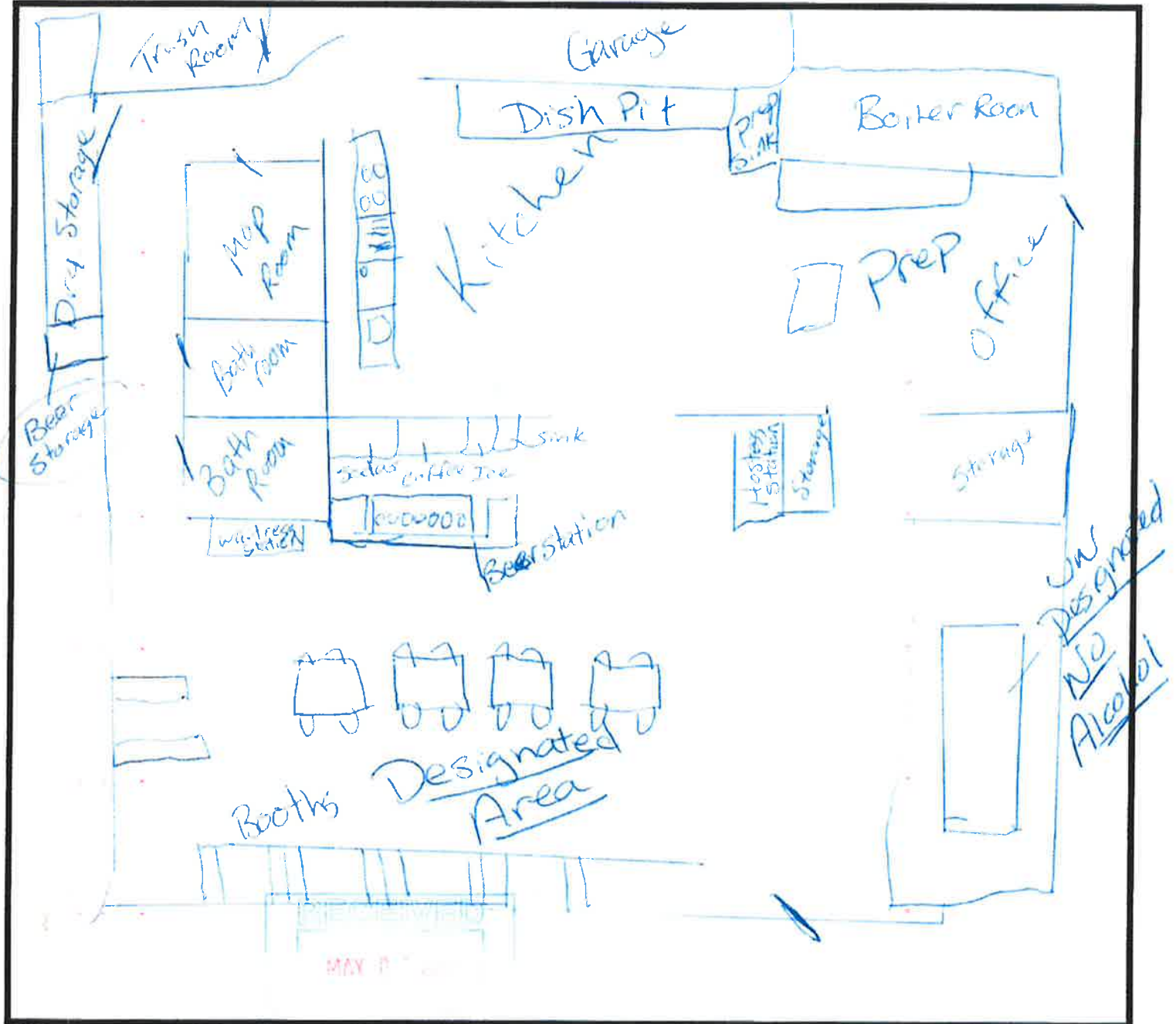
Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
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Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 4 – Detailed Floor Plan**

Provide a detailed floor plan that meets the requirements listed in Form AB-01 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.



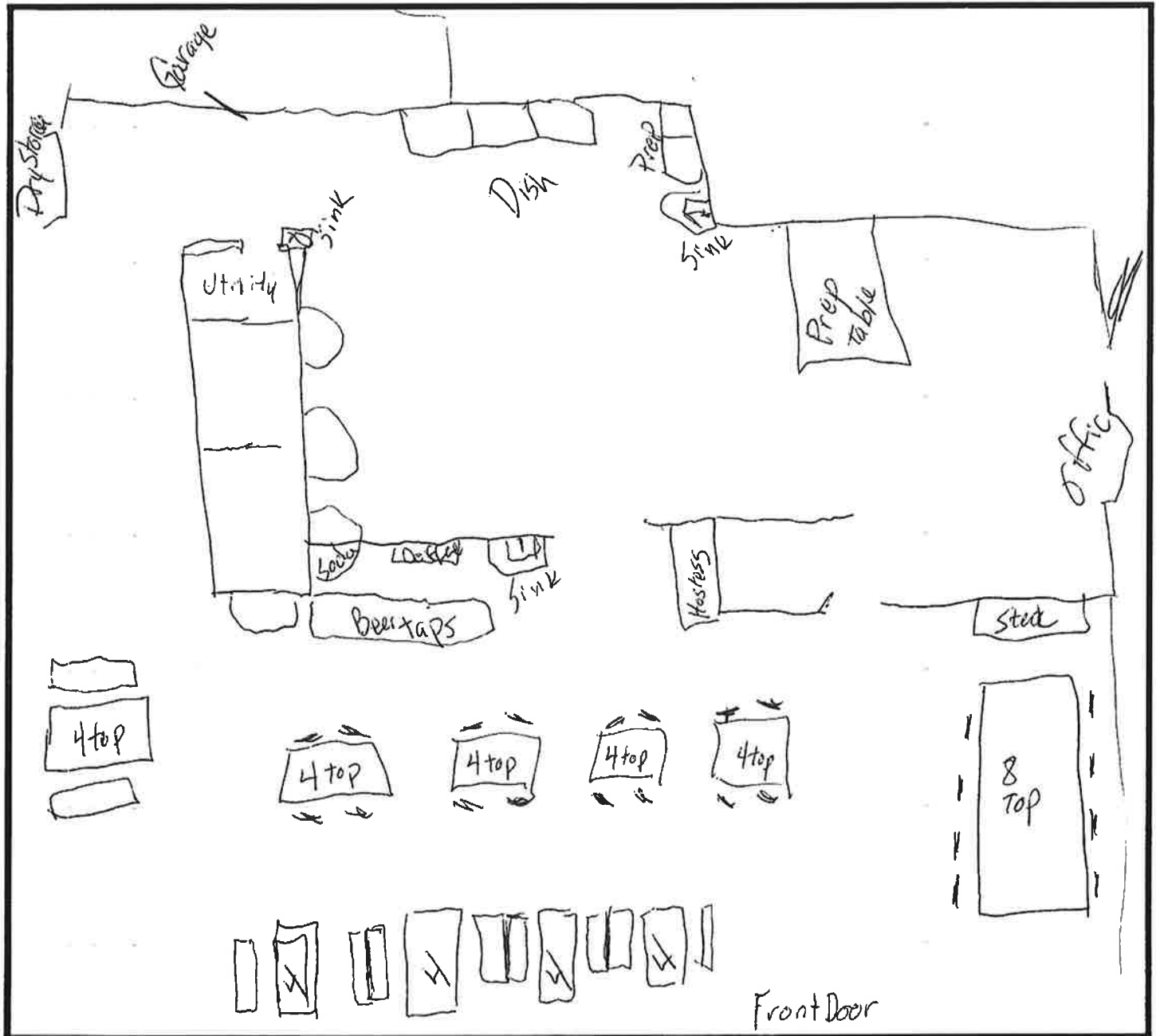


Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 4 - Detailed Floor Plan**

Provide a detailed floor plan that meets the requirements listed in Form AB-01 and clearly indicates the proposed designated and undesignated areas of the licensed business for purposes of this permit application.







Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Certifications and Approvals**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I have included with this form a detailed floor plan of the proposed designated and undesignated areas of the licensed business for purposes of this application. I understand that this diagram is different than my licensed premises diagram.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

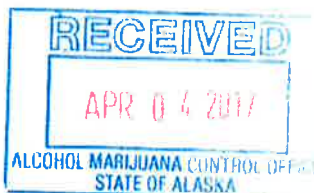
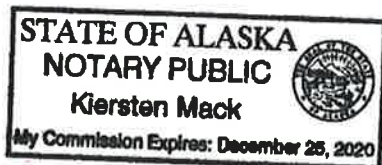
Signature of Notary Public

Printed name of licensee

Notary Public in and for the State of Alaska

My commission expires: Dec 25 2020

Subscribed and sworn to before me this 1 day of April, 2017.



Local Government Review (to be completed by an appropriate local government official):

Approved

Disapproved



Signature of local government official

Date

Printed name of local government official

Title



Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

**Alaska Alcoholic Beverage Control Board**

**Form AB-03: Restaurant Designation Permit Application**

**AMCO Enforcement Review:**

\_\_\_\_\_  
Signature of AMCO Enforcement Supervisor

\_\_\_\_\_  
Printed name of AMCO Enforcement Supervisor

**Enforcement Recommendations:**

**AMCO Director Review:**

Approved Disapproved


☐☐

\_\_\_\_\_  
Signature of AMCO Director

\_\_\_\_\_  
Printed name of AMCO Director

\_\_\_\_\_  
Date

**Limitations:**



## Burgers

All burgers come w/FF  
All burgers are 1/3 Pound

### 1 Canadian Blast

Hand Carved Burger with Canadian  
bacon Pineapple Swiss Served w/ sauce

\$ 12.00

### 2 North Slope

Bacon Cheeseburger w/ In house  
Smoked Bacon & Smoke Gouda served w/ (Tom Lett Pick)

\$ 13.50

### 3 Plains Blizzard Burger

Hand crafted Burger

w/ TLP \$ 11.00

w/ Cheese \$ 11.50

### 4. Weekly Special Burger (Starts June)

Hand Crafted burger  
topped w/ ~~Bacon~~ Smoked Meats & Cheeses

14.00

### 5. Husky Burger

Twin Patty Hoagie style  
w/ TLP choice of Cheese & Smoked Bacon

16.00

## Dinner 5

1. Smoked Chicken 1/4 or 1/2 Chicken smoked  
grilled and served Hot w/ 2 sides and homemade  
dinner Roll  
1/4 \$ 11.50  
1/2 \$ 14.50
2. Pull Pork Pie  
1/2 Pound Uniquely Smoked and sauced  
Pork butt seasoned and served in Home made  
Pie shell Choice 2 sides with homemade  
dinner Roll \$ 15.50
3. Brisket Steak Royale  
1/2 Pound Slow Smoked Separated from the  
deckle (thats right you want Deckle order the  
burnt Ends) Lean meat sliced to order  
served w 2 side and Home made Dinner roll  
\$ 18.50
4. Smoked NY Strip Loin Steak  
Slow smoked NY strip broiled  
and grilled to order 12oz cut  
served w/ Garlic Bread, Butter Sauce  
and 2 sides \$ 21.50
5. Savory Smoked Baby back Ribs  
served w/ 2 sides and Home made Dinner Roll  
1/2 \$ 16.00  
Whole \$ 27.50

## Sandwiches

Choice of beans, slow cooked  
maeschese, FF

### 1. Pull Pork Sand -

Slow smoked served w/  
Carolina-Lexington Butt Sauce. Choice side  
\$ 12.50

### 2. Candian Cristo ~

Egg battered Texas toast, grilled  
with Canadian Bacon, smoked Turkey Breast  
Swiss american Cheeses served w/ special sauce  
\$ 13.50

### 3. Porkloin Sand -

Smoked whole Grilled to order  
Served on bun \$ 10.50

### 4. Brisket on a hoagie

Slow smoked Brisket stripped  
Dipped and served on a hoagie  
\$ 13.50

## Sandwiches

Choice of beans, slow potse  
Macoschase, FF

### 1. Pull Pork Sand -

Slow smoked Served w/  
Carolina-Lexington Butt Sauce Choice side

\$ 12.50

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### 4. Brisket on a hoagie

Slow smoked Brisket stripped  
Dipped and Served on a hoagie

\$ 13.50



12-1-1944

—

Handwritten signature: *Handwritten signature*

The figure consists of four vertically stacked plots of the electron distribution function  $f(v)$  versus velocity  $v$ . The x-axis ranges from -10 to 10, and the y-axis ranges from 0 to 1.5. 
 

- Top Panel:** Shows the initial distribution at  $t = 0$ , which is a narrow beam centered around  $v \approx 7$ .
- Second Panel:** Shows the distribution at  $t = 0.1$ , where the beam has begun to spread.
- Third Panel:** Shows the distribution at  $t = 0.2$ , with further spreading and some oscillations appearing.
- Bottom Panel:** Shows the distribution at  $t = 0.5$ , representing the final state after relaxation. It features a broad background distribution and a distinct peak near  $v \approx 7$ .

1978



Beers & Wine

~~Bottled~~ Bottled

MGD \$4.00

Coors light

Miller Light

Corona

On tap

6 handles

Home brews

\$5.50

Wine

Bear Foot

4.50

Glass

Sodas & Tea

Pepsi

Diet Pepsi

Sierra Mist

Mountain Dew

Sweet Tea

Un Sweet Tea

\$2.50

Refill 1.00

max 2

gssmith203@

Alaska.edu



## North Pole Fire Department

125 Snowman Lane - North Pole, Alaska 99705

Phone: 907.488.2232 Fax: 907.488.3747

# Memo

**To:** North Pole City Council  
**From:** Geoffrey L. Coon  
**Date:** 5/22/17  
**Re:** Renewal of the FNSB EMS and Ambulance contract

---

The NPFD is recommending the North Pole City Council renew the FNSB EMS and Ambulance contract. The contract has been amended for a 2% increase. The total amount paid to the city of North Pole will be \$437,580.00. The dates of the contract shall be from July 1, 2017 through June 30, 2018

Fire Chief

Geoffrey L. Coon



# Fairbanks North Star Borough Emergency Operations Department

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707 • (907) 459-1481 • FAX 459-1119

## **FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES AND AMBULANCE CONTRACT**

### **Section 1. Parties**

The parties to this Contract are the FAIRBANKS NORTH STAR BOROUGH ("Borough"), and the CITY OF NORTH POLE ("Contractor").

### **Section 2. Duties of the Contractor**

A. General. The Contractor shall provide pre-hospital emergency medical and ambulance services within its Borough-assigned response area. The Contractor shall have a primary ambulance response area that includes the majority of the North Star Fire Service Area with the exception of the areas north of the Little Chena River.

Within their capabilities, the Contractor may respond outside its assigned ambulance response area at the request of any other ambulance service within the Borough, including providing mutual aid.

The Contractor shall provide these services 24 hours per day, 7 days per week. The Contractor shall maintain a valid state of Alaska EMS Provider Certification (AS 18.08) throughout the contract period.

#### **B. Contractor's Duties.**

1. Employee Relations. The Contractor is responsible for employee hiring and promotion, employee discipline, and all other policies concerning employer and employees. The Contractor is solely responsible for recruiting, training, and other policies toward volunteers or paid staff. The Contractor is responsible for payment of wages and salaries to its employees, for timely and accurate submission of W-4 Forms and other information to the Internal Revenue Service, for payment of the Social Security employer's contribution, and for compliance with all other state and federal wage, hour, and tax laws.

2. Privacy Laws. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 and any other relevant state and federal privacy laws.

3. Dispatching. The Contractor shall be fully responsible for securing their emergency and non-emergency dispatch needs. The Contractor shall maintain the capability to be in radio communications with the emergency rooms of Fairbanks Memorial Hospital and Basset Army Hospital.

4. Training and Level of Service.

a. The Contractor shall ensure no individual operating under its authorization performs any medical care or stabilization techniques on any patient unless the Contractor's personnel have received the appropriate medical training. All Emergency Medical Technicians, under the control of the Contractor, will be trained as specified in the Alaska Administrative Code.

b. The Contractor shall ensure that its initially responding ambulance is staffed to the advanced life support level as defined in 7 AAC 26.230(b)(2)(i.e., must have an EMT-II or EMT-III, mobile intensive care paramedic, or other medical personnel certified or licensed to provide advanced life support (e.g., registered nurse, physician's assistant, or physician), and at least one other person trained to at least the EMT-I level when using a surface transportation vehicle, available to respond to emergency calls 24 hours a day). Likewise, the Contractor shall operate their ambulances under all response and medical protocols established by Alaska Administrative Code.

c. The Contractor shall maintain a professional affiliation with a state-licensed local physician as its individual medical director under whose medical protocols it functions. The Contractor shall ensure that their medical director reviews their emergency medical responses periodically.

d. Within limitations of appropriations, the Borough shall coordinate initial and recertification training of the Contractor's EMT I + II + IIIs. The Contractor, or student, shall be responsible for all class books, lab fees, credit fees, National Registry fees, test fees and other miscellaneous costs.

e. If the Contractor requests additional EMT training beyond what the Borough is financially able to provide or if the Contractor requires any additional medical training to fulfill the requirements of this contract, such additional medical training and related costs will be the sole responsibility of the Contractor.

f. The Contractor shall submit to the Borough, with their annual contract fee requests, their EMT training needs and justifications for the following year.

g. The Contractor shall maintain accurate records of the training certifications of all its personnel, including, but not necessarily limited to, driver's training, initial and recertification at the appropriate EMT level, and Contractor-approved continued medical education classes. An annual summary of personnel training qualifications will be provided to the Borough.

h. When necessary, the Contractor may summon the assistance of the closest fire department that is authorized to perform such duties as may be required

at the emergency scene. The contract amount is inclusive of all amounts necessary to reimburse any such fire department for these services.

### **Section 3. Duties of the Borough**

The Borough shall monitor the Contractor's compliance with this contract; however, the Borough shall not otherwise supervise or direct the Contractor. The Contractor is an independent contractor of the Fairbanks North Star Borough.

The Borough shall pay the Contractor for this contract the sum of \$419,750.00, inclusive of amounts necessary to compensate for the use of fire assets required in the course of EMS response.

### **Section 4. Contract Term, Renewal, Termination, Integration**

A. Term. This contract shall cover a period from July 1, 2015, unless otherwise notified by the Borough and shall terminate on June 30, 2016. The contract shall become effective on the date of signing.

B. Renewal. This contract may be extended for four (4) additional one (1) year periods by mutual consent of the parties. Five (5) months prior to the annual termination date, the Borough and Contractor shall confer on the feasibility of exercising a renewal option. Contract amounts shall be negotiated annually in accordance with procedures found in Section 6.

C. Termination. This contract may be terminated by:

1. Mutual written consent of the Borough and Contractor;
2. Written request by either party based on non-performance of the other party, after sixty (60) calendar day notice. This notification time shall permit resolution of any disagreements.
3. Abandonment by Contractor. If the Borough terminates this contract for nonperformance or abandonment, the Borough may have the services provided by another Contractor and may use funds originally allocated to the Contractor under this agreement. The Contractor under this agreement is responsible to return to the Borough any unused or unencumbered funds. Likewise, the Borough will retain any undistributed contract funds should abandonment by the Contractor occur.
4. Upon termination of this contract all assets owned by the Borough as part of this contract will be inventoried and returned to the physical control of the Borough.

D. Failure to object not a waiver. The failure of either party to object to non-performance of or to seek to complete performance of, any duty under this contract

shall not constitute a waiver of any subsequent breach of the same, or of any different duty.

E. Integration. This contract, its appendices, and the map of the primary response area constitute the entire agreement between the Borough and the Contractor and supersede all previous representations and agreements between the parties. This contract shall be binding upon the successors and assigns of each of the parties.

F. Amendments. Any modifications, changes or additions to this contract shall be sequentially numbered and dated amendments with signatures of both the Borough and Contractor, specifying the scope of any changed duties and any monetary changes required by said amendments.

G. Interpretation. This contract shall be governed by the laws of the State of Alaska with venue in the Fourth Judicial District, Fairbanks, Alaska. All parties have been afforded the opportunity to review this contract prior to signing with the assistance of counsel. This contract shall not be interpreted against the drafter.

H. Assignment. No benefit under this contract may be assigned, nor may any duty under this contract be delegated, without the prior written consent of the other party which shall not be unreasonably withheld.

## **Section 5. Contract Representatives - Notices**

A. The Borough's representative for this contract shall be the Borough Emergency Operations Director.

B. The Contractor's representative for this contract shall be the North Pole City Mayor.

C. Any notices under this agreement shall be in writing, personally delivered, mailed or faxed, and addressed to the respective contract representative. Either party may change its contract representative or its address for notices by written notice to the other.

**BOROUGH**                      Emergency Operations Director  
Fairbanks North Star Borough  
P.O. Box 71267  
Fairbanks, Alaska 99707  
Tel: 459-1481                      Fax: 459-1119

**CONTRACTOR**                      North Pole City Mayor  
125 Snowman Lane  
North Pole, AK 99705  
Tel: 488-2281                      Fax: 488-3002

## **Section 6. Budgets, Contract Fees, and Financial Matters**

A. The Contract price shall be determined by annual negotiations between the Borough Emergency Operations Director and the Contractor, subject to approval by the Borough Mayor and funding by the Borough Assembly. This Contract is subject to appropriation of the contract amount by the Borough Assembly and ratification by the North Pole City Council.

B. On or about December 31<sup>st</sup>, the Contractor shall present to the Borough Emergency Operations Director a proposed Operating Budget for the following fiscal year. The proposal shall identify all expenses of providing the contract services.

After negotiations, the Borough Emergency Operations Director will forward his recommendation to the Borough Mayor for approval and inclusion in the Borough's annual budget submittal to the Borough Assembly.

C. The Borough will make semi-annual contract payment to the Contractor in two equal amounts, on or about July 15 and January 15.

D. The Contractor shall maintain its internal financial records in accordance with generally accepted accounting principles. As with all government records, all such Contractor financial records, including any audit reports, shall be available upon reasonable request and at reasonable times for inspection by representatives of the Borough.

## **Section 7. Purchasing and Reporting Requirements**

A. The Contractor will be responsible for obtaining its own disposable medical supplies and Hepatitis B vaccine for its personnel.

B. The Contractor will adhere to all reasonable billing and response accountability procedures as requested by the Borough Emergency Operations Director, including complying with electronic reporting standards. Patient care reports (PCRs) are to be complete and legible and will contain the following required billing information prior to submittal:

- Date of Service
- Agency Incident Number
- Agency Vehicle Identifier
- Patient Name
- Patient Address
- Patient Birth date
- Patient gender
- Patient Social Security Number
- Patient contact telephone number
- Patient Insurance information (if available)
- Transported miles calculation



Level of service code (BLS, ALS1, ALS2)  
Written documentation to substantiate level of service code  
Name of medic in charge  
Receiving hospital face-sheet  
Signed AOB form

An administrative fee of \$25 may be collected by the Borough from the Contractor for each incomplete PCR or for a PCR submitted more than two weeks after date of service.

C. The Contractor shall provide the Borough Emergency Operations Director or designee, by the 10<sup>th</sup> day of the subsequent month, a written monthly summary of all run activities. In lieu of providing a written monthly summary, the Contractor agrees to allow access to the Contractor's ePCR system by the Borough for the purpose of accessing monthly run activity reports.

D. The Contractor shall submit an annual report by January 31<sup>st</sup> that summarizes for the preceding calendar year the types of medical emergencies to which the Contractor has responded and training programs, together with the numbers of Contractor personnel attending, and other such pertinent information that may be requested by the Borough.

E. The Contractor shall submit to the Borough on an annual basis, or update annually, the following:

1. Statistical review of activity: for example (but not limited to) number and types of emergency responses, average personnel on scene, and the number and type of community and/or school activities.

2. Operational Profile: to include the department's mission statement, operation overview (what they do and how), and staffing.

## **Section 8. Insurance Requirements**

A. During the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or specifically approved by the Borough's risk manager.

- Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence to include terrorism coverage.
- Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.

- Workers' Compensation coverage including Employer's Liability with limits of not less than \$1,000,000. All workers' compensation policies shall contain a waiver of subrogation clause in favor of the Borough.
- Professional Liability Medical coverage with limits not less than \$2,000,000 per occurrence.
- Umbrella/Excess Liability coverage, written on an occurrence basis, with limits of not less than \$3,000,000 combined single and aggregate limit.

B. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this contract. The Contractor shall assure that the insurance policies include a provision requiring this prior notice.

C. During the contract term, the Contractor shall add and maintain the Borough as an additional insured in the Contractor's commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.

D. Before providing any services under this contract, the Contractor will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough.

E. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

## **Section 9. Ownership of Records**

All records kept by the Contractor in support of this contract shall be the property of the Contractor, but shall be made available to the Borough upon reasonable notice and at reasonable times and places. This power to review records continues for six (6) years after the termination of this contract, whether the contract is terminated by the parties or ends by its own terms.

## **Section 10. Indemnification**

A. The Contractor shall indemnify and defend the Borough against any claim arising from any wrongful act or negligence of the Contractor to use such skill, prudence, and diligence as other members of the Contractor's profession commonly possess and exercise. The Contractor's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Contractor has no duty to defend or indemnify the Borough against any claim or action alleging, arising from or based, on a wrongful or negligent act by the Borough. The duty of the Contractor to indemnify and defend the Borough extends to

1. Claims for death, or for damage to persons or property,
2. Claims for economic loss, and
3. Claims for costs, expenses, and attorney's fees.

B. The Borough shall indemnify and defend the Contractor against any claim arising from any wrongful act or negligence of the Borough to use such skill, prudence, and diligence as other similar governmental agencies would commonly possess and exercise. The Borough's duty to exercise a professional standard of care applies to both intentional acts and failures to act. The Borough has no duty to defend or indemnify the Contractor against any claim or action alleging a wrongful or negligent act by the Contractor. The duty of the Borough to indemnify and defend the Contractor extends to

1. Claims for death, or for damage to persons or property,
2. Claims for economic loss, and
3. Claims for costs, expenses, and attorney's fees.

## CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT

### SIGNATURE PAGE

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
    Mayor  
    City of North Pole

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
    Luke T. Hopkins, Mayor  
    Fairbanks North Star Borough

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
    Nanci Ashford-Bingham  
    Fairbanks North Star Borough Clerk

REVIEWED: \_\_\_\_\_ DATE: \_\_\_\_\_  
    Fairbanks North Star Borough Legal Department

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department



# Fairbanks North Star Borough Emergency Operations Department

---

3175 Peger Road • PO Box 71267 • Fairbanks, AK 99707-1267 (907)459-1481 fax 459-1119

## **FAIRBANKS NORTH STAR BOROUGH AND CITY OF NORTH POLE EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT RENEWAL AND AMENDMENT NO. 2**

1. The parties, the Fairbanks North Star Borough and the City of North Pole hereby agree to allow for the second renewal of their Emergency Medical Services/Ambulance contract effective July 1, 2015 through June 30, 2016 for an additional one year period, July 1, 2017 through June 30, 2018.

2. This extension shall be on the same terms and conditions in the current contract and any amendments thereto, with the following amendments:

Section 3 will be modified as follows:

The Borough shall monitor the Contractor's compliance with this contract; however, the Borough shall not otherwise supervise or direct the Contractor. The Contractor is an independent contractor of the Fairbanks North Star Borough.

The Borough shall pay the Contractor for this contract the sum of \$437,580.00, inclusive of amounts necessary to compensate for the use of fire assets required in the course of EMS response.

Section 6C will be modified as follows:

The Borough will make semi-annual contract payments to the Contractor on or about July 15 and January 15. Each payment will be \$218,790.00.

**CITY OF NORTH POLE  
EMERGENCY MEDICAL SERVICES/AMBULANCE CONTRACT**

**SIGNATURE PAGE**

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Mayor  
City of North Pole

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
Karl W. Kassel, FNSB Mayor

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_  
Nanci Ashford-Bingham, FNSB Clerk

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Fairbanks North Star Borough Legal Department

ORIGINALS FILED WITH: Contractor, Clerk's Office and Emergency Operations Department



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

City of North Pole  
Director of City Services

# Memo

To: City Council  
From: Bill Butler  
Date: May 31, 2017  
Subject: Write-off delinquent Utility debts

---

## Recommendation:

Write-off nine (9) delinquent utility accounts that the Utility has been unable to collect. The total uncollectable debt totals \$7,860.19

## Background

The Utility has exhausted the options available to it to collect nine (9) delinquent debts. A confidential report will be distributed at the June 5 City Council meeting. The City Attorney has reviewed the accounts and steps taken to collect the debts. He has approved writing off the accounts. (See attached email from Zane Wilson.) There is \$45,960 allocated in the Utility budgets to accommodate writing off delinquent debts (\$22,980 Water, \$22,980 Sewer).

## Bill Butler

---

**From:** Zane Wilson <zane@alaskalaw.com>  
**Sent:** Wednesday, May 10, 2017 10:01 AM  
**To:** Bill Butler  
**Cc:** Niki L. Lightly  
**Subject:** RE: Write Off Reports

Bill:

I reviewed the accounts and the reasons for not pursuing collection. I agree with the decision to write off these accounts.

Zane

**From:** Bill Butler [mailto:Bill.Butler@northpolealaska.org]  
**Sent:** Wednesday, May 10, 2017 8:53 AM  
**To:** Zane Wilson  
**Cc:** Jamie Duncan  
**Subject:** FW: Write Off Reports

Zane:

We have several utility accounts that it is our determination that they are not collectable. I do not have the authority to formally make that determination. It would be helpful if you (or Danielle or Renee) reviewed our list and concurred or provided feedback related to ones that you agree should be written off and those that we should continue to pursue. I will then make a recommendation to Council to get their approval to write off the accounts.

Attached is a list of the accounts and a summary why we think the accounts are not collectable.

Thanks,

Bill

**From:** Jamie Duncan  
**Sent:** Wednesday, May 10, 2017 8:31 AM  
**To:** Bill Butler <[Bill.Butler@northpolealaska.org](mailto:Bill.Butler@northpolealaska.org)>  
**Subject:** Write Off Reports

Thank you!

*Jamie Duncan*

Utility Billing Clerk  
125 Snowman Lane  
North Pole, Alaska 99705  
P: 907-488-6111  
F: 907-488-3002

**CITY OF NORTH POLE**

**ORDINANCE 17-17**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING  
TITLE 2, CHAPTER 2.36.470, PERSONNEL CODE, PAY – F. PROFESSIONAL  
DEVELOPMENT, WITHIN THE NORTH POLE FIRE DEPARTMENT**

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

**WHEREAS**, the City of North Pole Municipal Code should be amended to conform to the requirements of the City and to clarify questionable areas.

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

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

Section 2. Amend Title 2, Chapter 36 Personnel Code, Section .470 Pay, as follows, [new text in *italicized red font*; deleted text in ~~striketrough~~ font:

**2.36.470 Pay F.**

Professional Development Step Salary Increases. Employees may earn horizontal step increases for professional development as follows:

Firefighter Personnel:

<del>Meets requirements for rank advancement</del>	<del>2 Steps</del>
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(Engineer, Lieutenant, Captain, Deputy Fire Chief)

Firefighter II/EMT III	2 Steps
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Fire Apparatus Driver/Operator	2 Steps
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Fire Officer I	2 Steps
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Firefighter II/MICP	2 Steps
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Section 3. **Effective Date.** This ordinance shall become effective at 5:00 p.m. on the first City business day following its adoption.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this 19<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED Yes: No: Absent:
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**CITY OF NORTH POLE  
RESOLUTION 17-12**

**A RESOLUTION OF THE CITY OF NORTH POLE IN SUPPORT OF SUBMITTING  
A KICKSTARTER COMPETITIVE AWARD TO THE ALASKA HOUSING  
FINANCE CORPORATION TO INSTALL ENERGY EFFICIENCY  
TECHNOLOGIES IN CITY HALL**

**WHEREAS:** the City of North Pole is interested in installing energy saving technologies in City building and facilities, and;

**WHEREAS:** City Hall uses energy inefficient florescent lighting and has head-bolt plugins that are energized 24 hours per day during the winter, and;

**WHEREAS:** replacing inefficient florescent lighting in City offices and modifying the electrical circuits that energize the plugins with timers will reduce the electrical usage in City Hall and reduce the City's electric charges, and;

**WHEREAS:** the City is requesting \$10,000 from the Alaska Housing Finance Corporation through the Energy Efficiency Kickstarter Competitive Award, and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of North Pole that it supports the City submitting a grant application for \$10,000 from the Alaska Housing Finance Corporation through the Energy Efficiency Kickstarter Competitive Award to install LED lighting in City Hall and to place timers on the City Hall plugins.

**APPROVED** by a duly constituted quorum of the North Pole City Council this 5<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Bryce J. Ward, Mayor

ATTEST:

\_\_\_\_\_  
Kathryn M. Weber, MMC  
North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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