



***CITY OF NORTH POLE***  
**Regular Meeting November 19, 2018**  
**North Pole Council Chambers**  
**125 Snowman Lane, North Pole, Alaska**  
[www.northpolealaska.com](http://www.northpolealaska.com)

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***Monday, November 19, 2018***  
**Committee of the Whole: 6:00 p.m.**  
**Regular City Council Meeting – 7:00 p.m.**

**MAYOR**

Michael Welch  
488-8584

**CITY CLERK**

Judy Binkley  
488-8583

**COUNCIL MEMBERS**

Doug Isaacson – Mayor Pro Tem	322-3133
Avery Thompson – Deputy Mayor Pro Tem	388-5351
Perry Walley – Alt Dep Mayor Pro Tem	347-0135
DeJohn Cromer	347-2808
Aino Welch	488-5834
David Skippis	750-5106

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**
  - a. **Proclamation: Student of the Month – Makali Kazense**
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 18-28, An Ordinance of the North Pole City Council Amending Title 2, North Pole Municipal Code Chapter 2.12, Section 2.12.030 A, Relating to City Council Meeting Times.
- b. Ordinance 18-29, An Ordinance of the North Pole City Council Establishing the 2019 Operating and Capital Budget.
- c. Ordinance 18-30, An Ordinance to Revise Title 13, Chapters 13.04, 13.08, 13.12, 13.16, 13.24, and 13.28 as Necessary to Regulate Water Utility Services Outside of the Limits.

**12. New Business**

- a. Request from Jesse Douglass for Forgiveness of Utility Bills Left by Tenants.
- b. Resolution 18-14, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts.
- c. Ordinance 18-31, An Ordinance of the City of North Pole, Alaska to Amend the 2018 Police Department Budget.

**13. Council Comments**

**14. Adjournment**

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



**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, November 5, 2018 in the Council Chambers of City Hall, 125 Snowman Lane, North Pole, Alaska.

**CALL TO ORDER/ROLL CALL**

Mayor Welch called the regular City Council meeting of Monday, November 5, 2018 to order at 7:03 p.m.

***There were present:***

**Avery Thompson  
David Skipps  
Aino Welch  
DeJohn Cromer  
Doug Isaacson  
Perry Walley  
Mayor Welch**

***Absent/Excused***

**Excused**

**Excused**

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

Led by Mayor Welch

**INVOCATION**

Invocation was given by Mr. Isaacson

**APPROVAL OF AGENDA**

**Mr. Thompson *moved to* approve the agenda of November 5, 2018**

**Seconded by Ms. Welch**

**DISCUSSION**

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

**Old Business:**

- a.** Ordinance 18-23, An Ordinance of the North Pole City Council Updating Chapter 01 Garbage and Refuse to Title 8 Health and Safety.
- b.** Ordinance 18-24, An Ordinance of the North Pole City Council Updating Chapter 02 Public Hazards to Title 8 Health and Safety.
- c.** Ordinance 18-25, An Ordinance of the North Pole City Council Updating Chapter 03, Animal Nuisances to Title 8 Health and Safety.

- d. Ordinance 18-26, An Ordinance of the North Pole City Council Amending Chapter 04 Nuisances, Title 8 Health and Safety.
- e. Ordinance 18-27, An Ordinance of the North Pole City Council Amending Title 12 Maintenance of Streets, Road Rights of Way, Sidewalks or City Property.

**New Business:**

- a. Resolution 18-13, A Resolution of the North Pole City Council Designating City Officials Authorization to Sign on City of North Pole Accounts.

**Seconded by Ms. Welch**

**Discussion**

None

***On the amendment***

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skipps, Cromer

***On the Agenda as amended***

**Discussion**

None

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skipps, Cromer

**APPROVAL OF MINUTES**

**Mr. Thompson moved to approve the Minutes of October 15, 2018**

**Seconded by Ms. Welch**

**Discussion**

None

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skipps, Cromer

**COMMUNICATIONS FROM THE MAYOR**

- Small Business Saturday Proclamation
- Re-organization of Council
  - Mayor Pro Tem – Doug Isaacson
  - Deputy Mayor Pro Tem – Avery Thompson
  - Alt Dep Mayor Pro Tem – Perry Walley

**COUNCIL MEMBER QUESTIONS OF THE MAYOR**

None

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

**Police Dept., Chief Dutra**

- Swearing in of Officer Terry.
- NOLB Awards for Lt. Lindhag and evidence custodian, Rachel Wing.
- ALiCE training for parents completed at all 4 major high schools – Lathrop, WV, Eielson, and NP along with staff at Borealis Sun, Anne Wein, and Joy. Due to finish Lathrop staff, nutritional services, and Pearl Creek this week and next.
- I want to publicly thank Mayor Welch for making a showing at 3 major events for our department these last 2 weeks. Mayor Welch helped us out with glow sticks on Halloween and handed out candy. Mayor Welch also attended the Ben Eielson High School ALiCE presentation and attended the NOLB awards banquet. Thank you, Mayor Welch, for taking time out of your busy schedule to attend these events.
- Many officers, including myself and my family attended Natasha Brandt's get-together to mark the 2<sup>nd</sup> anniversary of Sgt. Brandt's death. I would hope we all remember him and his family and remember the sacrifice he made for us all.
- I attended a meeting last week to meet the new Special Agent in Charge for the FBI.
- We successfully handed out 700 glow sticks for Halloween. We estimated almost complete saturation from what I could tell by the end of the night. One shout out to North Pole Lions for donating the money to cover the costs associated with glow sticks. Also we had six LEO's come out to help us hand out sticks. I want to personally thank them for their efforts.
- We had 2 pumps go out on our heating system. We plan on replacing those at a cost of \$4000.
- Applicants are being processed but they are coming in very slow.

- **Mr. Isaacson** asked about the glow sticks and if those were supplied by the Lions. Chief Dutra replied that they were.

### **Director of City Services, Bill Butler**

#### **Building Department**

- No new building permits issued since the last Council meeting.

#### **Public Works**

- Public Works was waiting for Halloween to pass before beginning to install Christmas decorations. A few decorations have gone up at City Hall and they are light testing other decorations.

#### **Utility Department**

- Sulfolane settlement.
  - Substantial completion obtained for Zones 1 & 2 water mains; on verge of substantial completion for the Peridot Pump House.
  - Seismic upgrades underway at the Water Treatment Plant. Projected to be completed before mid-December.
  - There was hydrocarbon groundwater contamination in Zones 3 & 4 requiring the installation of ductile iron pipe. Almost all of the DI pipe installed before the weather turned cold.
  - **Mr. Isaacson** asked about the ductile pipe and how it's going to handle the amount of earth shifting or if that's even a concern. Mr. Butler replied that there is a lock type fitting now that's better than the typical one.
- Per- and Polyfluoroalkyl Substances (PFAS).
  - Received results for PFAS sampling at City wells – non-detect for the past two sampling events.

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

- IGU has formed a negotiating team to work with Siemens to determine if Siemens can provide liquefied natural gas cheaper than IGU could produce it itself.
- Deadline set for December 31, 2018 to sign a memorandum of understanding.
- **Mayor Welch** asked Mr. Butler to arrange a meeting with Pamela Throop. Mr. Butler replied that he would.

### **Fire Dept., Chief Coon**

- FF-1 class is still ongoing. The class will test out on December 1<sup>st</sup>.
- I appreciate the discussion during the Fire Department Budget workshop. Please do not hesitate to call or email me if you have any Fire Department related questions.
- The Fire Department has responded to several serious motor vehicle accidents in the last couple of weeks. Please slow down and drive with care.

- The Fire Department budget looks good and we are expecting to be underbudget in several areas. It would be good to transfer any underbudget funds into the fleet replacement fund as we are expecting to spend everything in the fund to replace an ambulance this year.
- I was appointed 2<sup>nd</sup> vice president of the Alaska Fire Chief's Association last month. This is a two-year term and I am humbled to be appointed to the position.
- Maintenance Report:
  - B-shift has begun oil changes and "B" inspections on our vehicles.
  - Still working on a significant oil leak on C-21 and retrofit on Squad 24 for next year's wild fire season.

**Finance, Tricia Fogarty**

None

**Borough Representative – Mr. Walley**

- The FNSB certified their election results.
- Recommendation for the appointment to the early childhood development commission as well as recommendations for appointments to various service area commissioners.
- Marijuana licensing was also on the agenda.
- There was discussion about defining what commercial outdoor recreation means.
- There was discussion regarding the School District budget.

**City Clerk's Office, Judy Binkley**

- AML is next week in Anchorage. I will be down for the Clerk's conference and we will have a number of Council members attending NEO and the regular AML sessions.
- The employee health fair is this Thursday from 7:30-10:30 in the morning. Council is welcome to attend but you will have to pay for your own tests.
- We received 6 applications for the 2019 Hotel/Motel Bed Tax Grant. I'm preparing what is needed for the Committee meeting on Tuesday, November 27<sup>th</sup> at 6:00pm.
- If you are able, please stay after tonight's meeting and help set up for tomorrow's election.

**ONGOING PROJECTS**

None

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

None

**OLD BUSINESS**

Consented

**Public Comment**

None

**NEW BUSINESS**

**ORDINANCE 18-28, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL  
AMENDING TITLE 2, NORTH POLE MUNICIPAL CODE CHAPTER 2.12, SECTION  
2.12.030 A, RELATING TO CITY COUNCIL MEETING TIMES.**

Mr. Thompson introduced the ordinance.

**Public Comment**

None

**Mr. Thompson** *moved to* introduce and advance Ordinance 18-28, An Ordinance of the North Pole City Council Amending Title 2, North Pole Municipal Code Chapter 2.12, Section 2.12.030 A, Relating to City Council Meeting Times.

**Seconded by Mr. Walley**

**Discussion**

**Mr. Walley** stated that when he was on the Fairbanks Council, they had this schedule and it worked well.

**Mayor Welch** stated that Fairbanks recently changed their schedule to hold their Council meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Monday of the month.

**Mr. Isaacson** stated that he objecting to putting this item on the consent agenda was to see if anyone would object to this. So it's pretty good that everyone seems to be in agreement at this moment and it seems like a practical, pragmatic thing.

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skipps, Cromer

**ORDINANCE 18-29, AN ORDINANCE OF THE NORTH POLE CITY COUNCIL  
ESTABLISHING THE 2019 OPERATING AND CAPITAL BUDGET.**

Ms. Fogarty introduced the ordinance.



**Public Comment**

- **Thomas McGhee**, 1152 North Star Drive: Stated he hasn't seen in writing or heard any requests by the department heads on what their needs are as far as the budget goes. After 15 years of experience on the Council, it seems strange to have a flat budget. Nothing's changed the cost of doing business. No vehicle requests. No extra training requests. Nothing brought forward.

**Mr. Isaacson** *moved to introduce and advance Ordinance 18-29, An Ordinance of the North Pole City Council Establishing the 2019 Operating and Capital Budget.*

**Seconded by Ms. Welch**

**Discussion (Audio 54:57)**

**Mr. Thompson** stated he was also very confused by the budget this year because it seemed that a flat line budget was proposed on paper, but then the department heads came in and asked for additional money. It's not a very transparent way of presenting the budget. Our ability to brainstorm as a Council and come up with solutions to some of the City issues has been stripped away from us in this budget and it came down to a single person resolving it.

**Mayor Welch** stated the difference between last year and this year is having someone with six years of being Mayor and this year, I had one week to put it together.

**Mr. Isaacson** stated that part of the disconnect seems to be that the requested amount is just the same as the Mayor's request. It was explained why you wanted a flat budget, however, it might be helpful in the second reading if the amounts heard during the budget workshops were reflected somehow in the budget.

**Mayor Welch** spoke to the formula for how much goes into the fleet funds. It's set by code.

**Mr. Isaacson** asked if having the transfers written in the journal, if that becomes part of the budget. Ms. Fogarty replied yes.

**Mr. Thompson** asked where the \$200,000 going to the fire department comes from. Chief Coon replied it is his understanding that's what's been saved since the fleet fund started.

**Mr. Isaacson** asked if there were savings in a department, that it could be transferred to the fleet fund. Chief Coon replied that's correct and seems like that's something we are allowed to do.

**Ms. Welch** stated she sees department heads are really trying to work within the revenues that we have or that we expect.

**Mr. Thompson** clarified that if department heads are conserving money within their own

budget, that “free money” that they have no allocated to other items is what’s being transferred into fleet funds. Ms. Fogarty replied that’s correct. If money is transferred in the same category, an administrative amendment is used and if funds are transferred between different categories, a fiscal note would be used under an ordinance.

**Mr. Walley** asked when we would have the final number from the 2018 savings. Ms. Fogarty replied it would be towards the end of February.

**Mayor Welch** stated that he did what he did was because he asked the department heads to tell everyone during the budget meetings what the difference was so discussions could start.

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skippis, Cromer

**ORDINANCE 18-30, AN ORDINANCE TO REVISE TITLE 13, CHAPTERS 13.04, 13.08, 13.12, 13.16, 13.24, AND 13.28 AS NECESSARY TO REGULATE WATER UTILITY SERVICES OUTSIDE OF THE LIMITS.**

Mr. Butler introduced the ordinance.

**Public Comment**

None

**Mr. Isaacson** *moved to* introduce and advance Ordinance 18-30, An Ordinance to Revise Title 13, Chapters 13.04, 13.08, 13.12, 13.16, 13.24, and 13.28 as Necessary to Regulate Water Utility Services Outside of the Limits.

**Seconded by Mr. Walley**

**Public Comment**

None

**Discussion**

None

**PASSED**

Yes: 5 – Thompson, Isaacson, Welch, Walley, Welch

No: 0

Absent: 2 – Skippis, Cromer

## **COUNCIL COMMENTS**

**Mr. Walley** – We had good discussion tonight about the budget. Last week we had the budget meetings and they were very informative for me. I appreciate Councilman Thompson's point of view on the budget saying we would like to see the requests of the departments. That's how I have always see it but I also understand the Mayor is under the gun to put forth a balanced budget. I'm giving you both pats on the back.

**Ms. Welch** – Now that the ice and snow is present out there, please be careful as you drive. Turn on your lights and use your blinkers.

**Mr. Isaacson** – It's been fun today. A little rough but congratulations, Mayor, on your first meeting. You'll be representing the City for the first time at the Conference of Mayors next week and help make that a meeting where they actually address issues of legislative concern that small communities like ours need to be heard in the legislature. We had good discussion on the budget but perhaps for the second reading, we could see more of the requested items.

**Mr. Thompson** – I wanted to at least throw this out to Council and the 2 department heads that are here. I've talked to a couple different department heads regarding the amount of comp time that they are earning. They are maxing out at 40 hours and go over that all the time. So I just want to start thinking about potential changes to that and plan on brining something forward in the future to address the comp time caps that are in place currently. For Halloween, I handed out 28 pounds of candy and I know we have a new dentist in town!

**Mayor Welch** – I handed out candy on Halloween night and helped with Operation Glow. I would like to co-sponsor the comp time ordinance. It's been a really interesting two weeks. I have a lot to figure out but am grateful the time Bryce gave me during the transition week. I am going to have an "all hands meeting" the day before Thanksgiving so that I can address the employees of North Pole and explain to them what we are trying to do and how they can come see me if they have any issues or concerns.

**Mr. Isaacson** *moved to* **adjourn the meeting at 9:15 p.m.**

**Seconded by Ms. Welch**

The regular meeting of Monday, November 05, 2018 adjourned at 9:16 p.m.

**These minutes passed and approved** by a duly constituted quorum of the North Pole City Council on Monday, November 19, 2018.

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Michael W. Welch, Mayor

**ATTEST:**

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Judy Binkley, North Pole City Clerk

Draft



Office of the Mayor  
City of North Pole

# Proclamation

*WHEREAS, Makali Kazense is a senior at North Pole High School and is the daughter of Joseph and Christine Kazense of North Pole; and*

*WHEREAS, Makali has played High School girls soccer where she has lettered. Makali is a member of the National Honor Society and donates her time to mentor other students/children and is also a Teacher Assistant; and*

*WHEREAS, Makali volunteers her time helping with the Fall Festival, Senior Float and Homecoming set up. Makali also volunteers for the Peony cut down; and*

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

*NOW, THEREFORE, I, Michael Welch, Mayor of the City of North Pole, do hereby proclaim Makali Kazense the:*

*North Pole City Council  
High School Student of the Month  
For October 2018*

*Michael W. Welch*

Michael W. Welch, Mayor

ATTEST:

*Judy L. Binkley*

Judy L. Binkley, North Pole City Clerk



**CITY OF NORTH POLE  
ORDINANCE 18-28**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL AMENDING TITLE 2,  
NORTH POLE MUNICIPAL CODE CHAPTER 2.12, SECTION 2.12.030 A, RELATING  
TO CITY COUNCIL MEETING TIMES**

**WHEREAS**, Chapter 2.12, Section 2.12.030 A is and was created to present rules governing  
City Council Meeting times; and

**WHEREAS**, the City Council desires to move the meeting time in December to allow  
individuals time to enjoy the holiday season.

**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 in the North  
Pole Code of Ordinances.

**Section 2.** Title 2, Chapter 2.12, Section 2.12.030 A is amended in the North Pole Code of  
Ordinances as by inserting the text underlined, and removing the lines that have been ~~stricken~~:

**2.12.030 Council meeting – Time and place.**

- A. Prior to any regular City Council meeting, there shall be held a committee of the whole  
meeting, at a time designated by the Mayor, to discuss items on the agenda. No business  
may be transacted at a committee of the whole meeting. The regular City Council  
meetings shall commence at 7:00 p.m. and shall adjourn at 10:00 p.m. unless the time is  
extended by an affirmative vote of at least four members. No meeting shall extend  
beyond midnight. Regular Council meetings shall be scheduled for the first and third  
Mondays of each month and the first and second Monday of December unless otherwise  
posted.

**Section 3.** Effective date.

This ordinance shall become effective upon passage.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this  
\_\_\_\_ of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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**CITY OF NORTH POLE  
ORDINANCE 18-29**

**AN ORDINANCE OF THE NORTH POLE CITY COUNCIL  
ESTABLISHING THE 2019 OPERATING AND CAPITAL BUDGET**

**WHEREAS**, pursuant to City of North Pole Home Rule Charter Section VI the Mayor has proposed an operating budget with anticipated income and expenditures of the City during the next fiscal year; and

**WHEREAS**, pursuant to Title 4 Revenue and Finance Chapter 25 the Mayor has proposed capital and vehicle fleet- reserve fund budgets for the City and City Utility that are contingent upon council approval of the ordinance reinstating the funding mechanism; and

**WHEREAS**, The City of North Pole operates a water and sewer utility through an enterprise fund and thus the Mayor has proposed an operating and capital budget for the Utility with anticipated income and expenditures of the City during the next fiscal year; and

**WHEREAS**, The City of North Pole has established budgets for the City Debt Service, Non-Major and Community Funds that are outside of the general operating, capital and vehicle fleet-reserve budgets; and

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

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

**Section 1.** This ordinance is of a special nature and shall not be included in the North Pole Code of Ordinances.



**Section 2.** There is hereby appropriated to the 2019 General Fund Operating Budget (Fund 1) from the following sources of revenue for the City of North Pole in the amount indicated to the departments named for the purpose of conducting the business of said departments of the City of North Pole, Alaska, for the fiscal year commencing January 1, 2019 and ending December 31, 2019.

Revenue Source	Mayor Recommended	Council Appropriation
Taxes: Property	612,500	612,500
Taxes: General Sales	3,899,999	3,899,999
Taxes: Alcohol	285,000	285,000
Taxes: Tobacco	165,000	165,000
Taxes: State collected Shared Taxes	15,000	15,000
Licenses and Permits	34,000	34,000
Fees & Services	589,300	589,300
Fines & Penalties	112,000	112,000
Intergovernmental Revenue	229,500	229,500
Other: Miscellaneous	19,500	19,500
Transfers in From Fund Balance (FB)	0	0
Transfer In (from other funds)	14,985	14,985
<b>Total</b>	<b>5,976,784</b>	<b>5,976,784</b>

**Section 3.** There is hereby appropriated to the 2019 General Fund Operating Budget (Fund 1) expenditures for the City of North Pole in the amount indicated.

Department Expenditures	Mayor Recommended	Council Appropriated
Administration	526,495	526,495
Clerk & HR	257,028	257,028
Police Department	2,184,556	2,184,556
Fire Department	2,259,423	2,259,423
Public Works	749,282	749,282
<b>Total</b>	<b>5,976,784</b>	<b>5,976,784</b>



**Section 4.** There is hereby appropriated to the 2019 Major Enterprise Operating, Capital and Fleet Budget from the following sources of revenue for the City of North Pole Utilities in the amount indicated to the departments named for the purpose of conducting the business of said Utility Departments of the City of North Pole, Alaska, for the fiscal year commencing January 1, 2019 and ending December 31, 2019. A Major Enterprise Fund is used to account for operations that are financed and operated in a manner similar to a private business enterprise.

Fund #	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
25	Utility Fund Fleet	30,000	30,000	30,000	30,000
41	Utility Fund Water	857,258	857,258	857,258	857,258
42	Utility Fund Sewer	821,800	821,800	821,800	821,800
43	Utility Capital Projects	350,000	350,000	350,000	350,000
51	Water Fund Reserves	172,035	172,035	172,035	172,035
52	Sewer Fund Reserves	177,144	177,144	177,144	177,144
<b>Total</b>		<b>2,408,237</b>	<b>2,408,237</b>	<b>2,408,237</b>	<b>2,408,237</b>

**Section 5.** There is hereby appropriated to the 2019 North Pole City Budget revenue and expenditures for the following Capital and Vehicle Replacement-Reserve Funds in the amount indicated. The following Funds are committed by Ordinance and can only be used for the specific purpose as defined by City Code.

Fund #	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
20	Capital Projects Reserves	114,250	114,250	114,250	114,250
21	Admin Fleet Fund	15,401	15,401	15,401	15,401
22	Fire Fleet Fund	220,000	220,000	220,000	220,000
23	Police Fleet Fund	68,000	68,000	68,000	68,000
24	Public Works Fleet Fund	80,000	80,000	80,000	80,000
<b>Total</b>		<b>497,651</b>	<b>497,651</b>	<b>497,651</b>	<b>497,651</b>

**Section 6.** There is hereby appropriated to the 2019 North Pole City Budget revenue and expenditures for the following Non-Major Funds in the amounts indicated. Non-Major Funds are established to finance a particular activity and are created from receipts of designated and restricted funds.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
04	Building Department	188,904	188,904	188,904	188,904
10	Litigation Fund	75,000	75,000	75,000	75,000
12	ABADE- Dept of Justice	38,555	38,555	38,555	38,555
13	ABADE – State Forfeitures	18,000	18,000	18,000	18,000
14	IRS Forfeitures	260	260	260	260
15	Impound Lot	60,000	60,000	60,000	60,000
<b>Total</b>		<b>380,719</b>	<b>380,719</b>	<b>380,719</b>	<b>380,719</b>

**Section 7.** There is hereby appropriated to the 2019 North Pole City Budget revenue and expenditures for the following Debt Service Fund in the amounts indicated. The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general obligation bond and special assessment debt principle, interest and related cost for issuance that are not accounted for elsewhere.

Fund	Description	Mayor Recommendation		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
3	Assessment Fund	146,288	146,288	146,288	146,288
<b>Total</b>		<b>146,288</b>	<b>146,288</b>	<b>146,288</b>	<b>146,288</b>

**Section 8.** There is hereby appropriated to the 2019 North Pole City Budget revenue and expenditures for the following Community Purpose Funds in the amounts indicated. Community Purpose Funds are established to finance a particular activity or event and are created from receipts of designated funds.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
05	Bed Tax Grant Fund	79,500	79,500	79,500	79,500
08	North Pole Festival Fund	5,000	5,000	5,000	5,000
09	NP Community Ice Rink	10,500	10,500	10,500	10,500
<b>Total</b>		<b>95,000</b>	<b>95,000</b>	<b>95,000</b>	<b>95,000</b>

**Section 9.** There is hereby appropriated to the 2019 North Pole City Budget revenue and expenditures for the following Grant Funds in the amounts indicated. The Grant Funds are used to account for the tracking of Grant projects and revenues and expenditures.

Fund	Description	Mayors Recommendations		Council Appropriations	
		Revenue	Expenditures	Revenues	Expenditures
30	Administration Grants	0	0	0	0
31	Fire Department Grants	0	0	0	0
32	Police Department Grants	75,621	75,621	75,621	75,621
33	Public Works Grants	65,000	65,000	65,000	65,000
11	Bryne Jag Grant	40,000	40,000	40,000	40,000
<b>Total</b>		<b>180,621</b>	<b>180,621</b>	<b>180,621</b>	<b>180,621</b>

**Section 10. Supplemental:** See appendix 2019 A for the budget breakdown of revenues and expenditures per individual account line.

**Section 11. Effective date.** This ordinance shall become effective January 1, 2019.

**PASSED AND APPROVED** by a duly constituted quorum of the North Pole City Council this \_\_\_\_ day of \_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED  
Yes:  
No:  
Absent:

**CITY OF NORTH POLE  
ORDINANCE NO. 18-30**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA TO AMEND TITLE 13,  
PUBLIC SERVICES RELATED TO PROVIDING UTILITY SERVICES OUTSIDE THE  
CITY LIMITS OF THE CITY OF NORTH POLE AND TO UPDATE THE ORDINANCE**

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

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

**WHEREAS**, the 2018 Water System Expansion Project will begin registering water system customers beginning in December 2018 and the Code needs to be amended to reflect AS 29.35.020(a) that gives authority for the City to apply the North Pole Municipal Code outside the city limits related to operation of the North Pole Utility; and

**WHEREAS**, the Code needs to be amended to reflect AS 29.35.010(17) that gives authority for the North Pole Municipal Code to be applied outside the city limits related to the creation, recording and notice of a lien to secure payment of past due utility fees and obtain lien priority.

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

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

**Section 2.** Title 13 is amended in the North Pole Code of Ordinances as in the attached document.

**Section 3.** Effective date. This ordinance shall become effective January 1, 2019.

**PASSED** by a duly constituted quorum of the North Pole City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

1 Chapter 13.04  
2 PURPOSES

3 Sections:

4 13.04.010 Scope of title.

5 13.04.010 Scope of title.

6 A. Water and Sewer Services within City Limits. The City water and sewer utility, hereinafter  
7 in this title called the North Pole Utility, was formed to serve the residents of the City, to provide  
8 residents with the sanitation, protection and convenience afforded by a municipal water and  
9 sewer utility system and to promote an improved community environment. It is the intent of the  
10 ordinance codified in this title to establish the rules, regulations and methods for the operation  
11 and use of the North Pole Utility to the benefit of the City residents.

12 B. Water and Sewer Services outside the City Limits. The North Pole Utility may also offer  
13 water and sewer utility services beyond its corporate City limits as per AS 29.35.020  
14 Extraterritorial jurisdiction in service areas authorized by the Regulatory Commission of Alaska.  
15 ~~so long as doing so does~~ Provision of these services should not impede delivery of utility  
16 services to residents of the City nor be projected to increase utility rates for City residents. (Ord.  
17 16-16 § 2, 2016; Ord. 82-8 § 1.A, 1982)

**Chapter 13.08**  
**ADMINISTRATIVE PROVISIONS**

Sections:

**13.08.010 Utility services.**

**13.08.020 Management of the water and sewer utilities.**

**13.08.030 Basis of the City utility rate structure.**

**13.08.040 Property of the City water and sewer utilities.**

**13.08.050 Disposal of utilities, utility-owned material or equipment.**

**13.08.060 Authorized operations and maintenance personnel.**

**13.08.070 Right of inspection and access.**

**13.08.080 Service to areas outside City limits.**

**13.08.090 Service to areas outside existing assessment districts.**

**13.08.010 Utility services.**

A. The City North Pole Utility water utility service provides a pressurized, piped water supply used by the citizens as a potable water supply and firefighting source of water. The City sewer utility provides a piped wastewater collection, treatment and disposal service in a manner which safeguards the health of the citizens of the City and protects the area's environment.

B. All utility improvements shall be in accordance Alaska Department of Environmental Conservation requirements; ~~with the most current~~ edition of the Uniform Plumbing Code adopted by the City Council; City of North Pole Utility construction standards ~~Utility Standards of Construction and the Service Line Requirements~~; and a written agreement between the City and developer that includes approved plans produced by a ~~registered~~ professional engineer registered in the State of Alaska. (Ord. 16-16 § 2, 2016; Ord. 15-05 § 2, 2015; Ord. 12-01 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 1.B, 1982)

**13.08.020 Management of the water and sewer utilities.**

A. The management of the North Pole Utility including billings, accounting and collections, review of applications for utility services, preparation of contracts for utility service, and enforcement of the rules and regulations of the utilities as established in the ordinance codified in this title shall be the responsibility of the Mayor or Mayor's designee.

B. The operation and maintenance of the utility system including the maintenance and repair of equipment, supervision of improvements to the systems, maintenance of records of operations and development of an annual operating budget shall be the responsibility of the Director of City Services.

C. Copies of all rates, rules and regulations which have been approved by the Council shall be filed and maintained by the City Clerk and shall be open for inspection by the public at the office of the Clerk. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.C, 1982)

**13.08.030 Basis of the City utility rate structure.**

The rate structure for the City utility services is set so as to make the North Pole Utility self-perpetuating without profit accumulation. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.D, 1982)

**13.08.040 Property of the City water and sewer utilities.**

All equipment, meters, pipes, regulators, pumps, structures and other contrivances supplied by ~~the City for~~ the North Pole Utility shall remain the property of the North Pole Utility and may be removed whenever the City Council elects. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.E, 1982)

**13.08.050 Disposal of utilities, utility-owned material or equipment.**

The City may sell, lease or otherwise dispose of a municipal utility, utility-owned material or equipment as per Section 13.4 of the City Charter. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.F, 1982)

**13.08.060 Authorized operations and maintenance personnel.**

Only City employees and contractors approved by the ~~Utilities Supervisor~~ Mayor or Mayor's designee are authorized to install, repair, remove, inspect or exchange any portion of the City utility system. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.G, 1982)

**13.08.070 Right of inspection and access.**

A. Right of Inspection. The North Pole Utility reserves the right to perform an inspection of the customer's premises at any time it deems necessary to determine that all piping, fixtures and related utility structures are in proper operating condition. Such inspection shall be performed ~~in~~ during normal business hours unless an emergency exists which may jeopardize the utility system or the health and welfare of the citizens or the environment. ~~of the City.~~

B. Right of Access.

1. The North Pole Utility reserves the right to access a customer's premises to disconnect the customer's water service in the event the account has become delinquent.

2. Tampering with the North Pole Utility disconnection devices shall result in a fine of \$500 (five hundred dollars) and/or termination of water utility service. Customer shall also be liable for the cost to repair and / or replace any damaged North Pole Utility equipment, as well as service charges. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 82-8 § 1.H, 1982)

**13.08.080 Service to areas outside City limits.**

If not within the corporate limits of the City, a property owner can make application to the City for ~~City utility~~ North Pole Utility service provided they are within the North Pole Utility's Alaska Regulatory Commission authorized service area. As a condition of service, the property owner must agree, in writing, to the rules and regulations of the North Pole Utility. The ~~Council~~ Mayor or Mayor's designee will review all applications for utility service from property owners not within the corporate limits and reserves the right to refuse service to such applicants. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 82-8 § 1.I, 1982)

**13.08.090 Service to areas outside existing assessment districts.**

A. To the extent that a property or portion thereof is not levied an assessment from an existing assessment district, a tie-in fee shall be charged upon application to the City for connection to a ~~municipally approved or constructed water or sewer main.~~ The North Pole Utility.

B. Tie-In Charge Rates. ~~Residential and commercial properties' water~~ Water and sewer tie-in fees shall be the following:

Water service line size	Water tie-in & inspection fees	Sewer tie-in & inspection fees
3/4 <sup>1</sup> inches to 2 inches	<del>\$200</del> <u>\$250</u>	<del>\$200</del> <u>\$250</u>
Greater than 2 inches up to 4 inches	<del>\$250</del> <u>\$300</u>	<del>\$250</del> <u>\$300</u>
Greater than 4 inches	<del>\$300</del> <u>\$350</u>	<del>\$300</del> <u>\$350</u>

1. The Service Line Requirements require installation of 1 inch or greater service lines. Existing ¾ inch existing service lines are grandfathered in.

~~C. Water service will be provided contingent upon connection to the City sewer facilities when sewer service is available (NPMC 13.12.090). Sewer service may be provided independent of City water connection when City sewer service is not available.~~



1 ~~D.C.~~ Application and payment in full of the tie-in charge shall be made before any construction  
2 commences. All construction shall be in accordance with Chapter 13.12 NPMC. The tie-in  
3 charge includes the inspection fee.

4 E.D. Private Wastewater Disposal.

5 1. Where a public sewer is not available under the provisions of ~~the Uniform Plumbing~~  
6 this Code (~~UPC~~), the building sewer shall be connected to a private wastewater disposal  
7 system complying with the same provisions and applicable City, State and Federal  
8 requirements.

9 2. Upon completion of construction of a sewer system extension in an area, the City shall  
10 publish a notice that sewer service is available to serve the property owners of that area.

11 a. The owner of a property located within the corporate City limits of the City of  
12 North Pole ~~as defined in NPMC 13.20.020(A)(4)~~ and served by a private wastewater  
13 disposal system shall have installed or cause to be installed, at ~~his~~ the property  
14 owner's expense, a connection to the public sewer within no less than two years from  
15 the date such sewer service is declared to be available, or any other timetable as  
16 prescribed by City Council or City code (NPMC 13.20.020). Prior to the sale of a  
17 property served by a private wastewater disposal ~~service~~ system, hookup to the  
18 wastewater service is required when available. The connection shall be of a type and  
19 installed in a manner consistent with this chapter. Monthly wastewater fees as  
20 established by City code shall begin at time of such connection.

21 b. The owner of a property located outside of the corporate City limits of the City of  
22 North Pole may connect to a sewer system extension provided they are within the  
23 North Pole Utility's Alaska Regulatory Commission authorized service area. ~~in an~~  
24 ~~area~~ Connection to the sewer system shall be at ~~their~~ the property owner's expense.  
25 The connection shall be of a type and installed in a manner consistent with this  
26 chapter. Monthly wastewater fees as established by City code shall begin at time of  
27 such connection. (Ord. 16-16 § 2, 2016; Ord. 12-01 § 2, 2012; Ord. 11-05 § 2, 2011;  
28 Ord. 08-25 § 2, 2008; Ord. 01-03 § 2, 2003; Ord. 00-16 § 2, 2000; Ord. 00-08 § 2,  
29 2000; Ord. 99-18 § 2, 1999; Ord. 83-5, 1983; Ord. 82-8 § 1.J, 1982)

1 **Chapter 13.12**  
2 **CUSTOMER SERVICE**

3 Sections:

- 4 **13.12.010 Application for service.**  
5 **13.12.020 Contract for utility service.**  
6 **13.12.030 Construction of extensions to City utility system.**  
7 **13.12.040 Permitting utility system construction and standards of construction.**  
8 **13.12.050 Access to property.**  
9 **13.12.060 Refusal of service.**  
10 **13.12.070 Resale of service.**  
11 **13.12.080 Designation of point of connection.**  
12 **13.12.090 Compulsory connection to City water and sewer utility.**  
13 **13.12.100 Customer accounting and payments.**  
14 **13.12.110 Appeal of utility billings.**  
15 **13.12.120 Vacation of property.**  
16 **13.12.130 Disconnection of utility service.**  
17 **13.12.140 Service interruptions.**  
18 **13.12.150 Prohibited acts.**

19 **13.12.010 Application for service.**

20 A. To receive utility service from the City, property owners must file a completed application  
21 form for utility service with the North Pole Utility Department. The application must be signed  
22 by ~~the property owner~~ all parties who have an ownership interest in the whose property that is to  
23 receive the utility service.

24 B. Applicants for utility service shall be required to pay any previous indebtedness to the City,  
25 if any exists, including penalties, ~~and the~~ The property to be served by the North Pole Utility  
26 ~~City's utilities~~ must be free of all utility liens prior to being eligible for service. All special  
27 assessment payments or payments in lieu of assessment due or delinquent against the property ~~to~~  
28 ~~which the improvement is~~ to be connected must be paid to the City prior to the connection of  
29 utility service.

30 C. Connection fees and established rates for utility service are as outlined in  
31 Chapter 13.24 NPMC.

32 D. The completed application will be reviewed by the Mayor or Mayor's designee. The North  
33 Pole Utility may require the applicant's property to be inspected by a representative of the North

Pole Utility to ensure that the fixtures or equipment to be provided utility service comply with the North Pole Utility's Service Line Requirements; are in good repair and in proper service; and will not jeopardize the operation of the North Pole Utility.

E. In the case where an applicant is requesting service for commercial, industrial, governmental, institutional or residential property which is to be subdivided, the review may require submission of further information which will be requested in writing from the ~~Mayor's office~~ Mayor or Mayor's designee.

F. A new application must be made should a parcel of property for which utility service is requested change ownership. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.A, 1982)

### **13.12.020 Contract for utility service.**

A. An approved application for utility service will constitute a contract between the applicant(s) ~~property owner and renter~~ and the City whereby the City agrees to provide water and sewer utility service to the property under the rules, regulations and methods established for the operation of the water and sewer utilities. Also see NPMC 13.12.100(D)(4).

1. New Property Owner. An individual, commercial enterprise or institution becomes a utility customer from the date they take ownership of a property where the property has active utility service regardless of whether they have submitted a utility contract. The new property owner is responsible for all utility charges from the date they take ownership of the property and all charges documented in the liens against the property including liens for outstanding delinquent utility bills incurred by past and current renters of the property.

2. New Renter. An individual, commercial enterprise or institution becomes a utility customer from the date they become a renter of a property where the property has active utility service regardless of whether they have submitted a utility contract. The new renter is responsible for all utility charges from the date they rent the property.

3. Landlord Responsibility for Delinquent Utility Charges. When the applicant for utility service is a renter, the property owner is legally responsible for the renter's utility charges.

4. Rental Property with a History of Delinquencies. When a rental property has a history of delinquent utility customers, the North Pole Utility will only create a utility account in the name of the property owner. A history of delinquencies shall be defined as two or more tenant delinquencies at the property within a 36 month ~~twelve-month~~ period.

1 B. All contracts shall take effect from the day they are signed, or as otherwise deemed effective  
2 under the utility ordinance, whichever is earlier, and rates will be charged and bills rendered for  
3 water service from the date or dates the premises are connected with the North Pole Utility.

4 C. All contracts shall continue in effect thirty days after written notice of discontinuance is  
5 filed in the office of the North Pole Utility and until all charges and penalties imposed have been  
6 paid in full.

7 D. For utility accounts in owner-renter relationships, failure to submit a utility contract signed  
8 by the property owner and renter within thirty days of the renter beginning tenancy of a property  
9 and failure to pay in full the required utility deposit(s) are grounds for the North Pole Utility to  
10 terminate utility service to the property. A legally authorized agent of a property owner may sign  
11 in lieu of the property owner, provided the agent provides proof of authority to enter into a  
12 legally binding contract on behalf of the property owner.

13 1. Verbal Notice. Upon learning of a renter without a signed utility contract, the North  
14 Pole Utility shall attempt to contact the renter and property owner by telephone if the North  
15 Pole Utility has viable telephone numbers to notify them of the requirement to submit a  
16 signed contract and to pay the required deposits. The parties shall have five business days  
17 from receipt of a verbal notice to submit the signed contract and to pay the required  
18 deposits. A voice mail, text message or other electronic verbal message is equivalent to a  
19 telephone contact for the purposes of this section. If the North Pole Utility does not have  
20 telephone contact information for the renter or property owner, the North Pole Utility shall  
21 proceed immediately to sending written notices as described in subsection (D)(2) of this  
22 section.

23 2. Written Notice. If the renter and property owner do not submit a utility contract signed  
24 by the renter and property owner and pay the required deposits within ~~five~~ ten business  
25 days of the telephone contact, the North Pole Utility shall send notices by certified mail or  
26 commercial delivery service that requires a signed delivery receipt to the renter and  
27 property owner if the North Pole Utility has mailing addresses ~~and~~ or a door hanger ~~shall~~  
28 may be placed at the residence of the renter. The written notice shall notify the renter and  
29 property owner that they must submit a utility contract signed by the renter and property  
30 owner and pay the required deposits within ten business days; otherwise the North Pole  
31 Utility will initiate ~~legal~~ action to shut off water service.

1        3. Termination of Water Service. If the renter and property owner do not submit a utility  
2 contract signed by the renter and property owner and pay the required deposits within ten  
3 business days after the written notices have been sent or door hanger has been placed nor  
4 consent has been given to the City entering the premises to shut off the water service, the  
5 City may initiate action to disconnect water service to the property address. Should it not  
6 be practical, at the sole discretion of the City, to disconnect the water service due to  
7 weather or other conditions, and upon proof of compliance with this chapter, the City shall  
8 be entitled to a writ of assistance and an order allowing it to enter the premises served by  
9 the North Pole Utility for the purpose of shutting off the water service and to verify, at  
10 reasonable intervals based upon the circumstances, that the water shutoff device has not  
11 been bypassed or tampered with. If the North Pole Utility initiates legal action to terminate  
12 water service, a liquidated damages fee of \$50 (fifty dollars) shall also be assessed to the  
13 utility account.

14        4. Responsibility for Costs and Liquidated Damages. The property owner and renter shall  
15 be jointly responsible for the failure to submit a signed utility contract and any associated  
16 charges, costs or attorney fees.

17 E. For utility accounts where the property owner is the utility customer, failure to submit a  
18 utility contract signed by ~~the property owner~~ all parties who have an ownership interest in the  
19 property within thirty days after taking ownership of the property and failure to pay in full the  
20 required utility deposit(s) are grounds for the North Pole Utility to terminate utility service to the  
21 property. Resolution of a property owner without a signed utility contract shall follow the steps  
22 listed in subsections (D)(1) through (4) of this section. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2,  
23 2012; Ord. 82-8 § 2.B, 1982)

#### 24 **13.12.030 Construction of extensions to City utility system.**

25 A. Any water distribution or sewage collection systems which are to become part of the City's  
26 utility system will be installed, financed and connected by the creation of special assessment  
27 districts, service district or by contract between the City and the property owner whose property  
28 is to be served by the North Pole Utility. All proposed additions to either the City water  
29 distribution system or sewage collection system shall be constructed in accordance with the  
30 North Pole Utility Utility Standards of Construction and the Service Line Requirements ~~design~~  
31 ~~and construction standards for the City water and sewer utility system~~ and shall be inspected and  
32 approved by the City before operation.

1 B. No property owner or his agent or developer shall commence construction of an extension  
2 of the City water or sewer system other than individual service laterals without first obtaining a  
3 permit issued by the City Council and an Approval to Construct from the Alaska State  
4 Department of Environmental Conservation. After such plans and specifications have been  
5 approved, no substantial changes therein shall be made without first submitting a detailed  
6 statement of such proposed changes to the City Council for review and approval.

7 C. The property owner whose property is to be served by proposed utility extensions, other  
8 than individual service laterals, or the developer of a utility extension shall provide the Mayor or  
9 Mayor's designee with construction plans and specifications as part of a developer agreement for  
10 the installation of the utility extension. These plans and specifications shall be certified by a  
11 ~~registered~~ an engineer registered in the State of Alaska and accompanied by an engineering  
12 report summarizing assumptions and design criteria. Property owners requesting individual  
13 service laterals shall submit a completed utility tie-in permit application that includes a site plan  
14 showing location and proposed materials for approval by the Director of City Services their  
15 designee.

16 D. The Mayor or Mayor's designee, in reviewing applications, plans and specifications, or  
17 engineering reports, shall consider the adequacy of the project to meet present and future needs  
18 of the area served, the functional and sanitary features of the design of the project, the economics  
19 of the project as compared to possible alternatives, the availability of existing water and sewer  
20 facilities, and the suitability of the project with respect to present or future uses of the affected  
21 area.

22 E. The property owner or developer of a utility extension shall provide the Mayor or Mayor's  
23 designee with a construction schedule so that the work may be inspected by the City. The City  
24 reserves the right to refuse utility service to the property owner if the proposed extensions are not  
25 constructed according to the City's Utility Standards of Construction and the Service Line  
26 Requirements ~~utility construction standards~~. As built drawings of the utilities shall be submitted  
27 to the City as a condition of service.

28 F. Prior to acceptance of the utility system extension by the City, the property owner or  
29 developer shall grant and record utility easements as required by the City for access to and  
30 maintenance of the utility system.

31 G. Construction of a project for which plans and specifications have been approved must be  
32 completed and accepted within two years following approval or such approval will be void.

Extensions will be granted when delays in construction are beyond the control of the property owner or developer. A bond may be required for the uncompleted portion of the work. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 00-16 § 2, 2000; Ord. 82-8 § 2.C, 1982)

H. No extension to the North Pole Utility will be considered for acceptance until the system has received an Approval to Operate from the Alaska Department of Environmental Conservation.

I. A condition of acceptance by the City for the operation and maintenance of any extension to the North Pole Utility is provision of a two-year warranty, with warranty bond on the totality of materials and labor for the construction.

#### **13.12.040 Permitting utility system construction and standards of construction.**

A. Permitting Utility System Construction. The Utility Administrative Code details the processes and requirements that shall be followed by a developer to obtain the permits required prior to constructing a utility system extension.

B. Standards of Construction. The methods and materials used to construct utility service facilities connected to the City's water and sewer utility systems shall conform to the adopted City Utility Standards of Construction and the Service Line Requirements ~~utility construction standards of the City~~, the standards established by the Alaska State Department of Environmental Conservation, and the edition of the Uniform Plumbing Code adopted by the City Council ~~as modified by the City's utility construction standards~~. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 82-8 § 2.D, 1982)

#### **13.12.050 Access to property.**

Owners of property served by the City water and sewer utilities must maintain and allow year round access to the service connection for inspection, maintenance and repair. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.E, 1982)

#### **13.12.060 Refusal of service.**

The City reserves the right to refuse to render service to any customer when such service will interfere with the City's service to its other customers, or which will cause abnormal demands upon the City's facilities, or which if served will result in financial loss to the City, or which would be discriminatory as to one class of customer, or where the applicant has not complied with the regulations of the City concerning the rendering of utility service. Suitable protective devices may be required whenever or wherever the system finds such devices necessary to



1 protect the customer's property, the property of other customers or the property of the system.  
2 (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.G, 1982)

3 **13.12.070 Resale of service.**

4 A. No purchaser of City water or sewer utility service shall connect the utility service with the  
5 corresponding service of any other person or in any way resell or supply, rebill or supply any  
6 other person or premises with water or sewer service through his services. The sole exception is  
7 the commercial resale of water authorized by a written agreement between the enterprise and the  
8 City. ~~unless covered by the terms of a written contract with the City.~~

9 B. Any purchaser of City water or sewer utility service who connects the utility service with  
10 the corresponding service of any other person or in any way resells or supplies, rebills or  
11 supplies any other person or premises with water or sewer service through his services may be  
12 subject to immediate termination of water and sewer utility services. (Ord. 16-16 § 2, 2016; Ord.  
13 12-02 § 2, 2012; Ord. 82-8 § 2.H, 1982)

14 **13.12.080 Designation of point of connection.**

15 The City Utility Supervisor, or ~~his~~ their designated representative, shall determine the point at  
16 which new utility services are to be connected to the City's existing utility system. (Ord. 16-16  
17 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.I, 1982)

18 **13.12.090 Compulsory connection to City water and sewer utility.**

19 A. Mandatory connection to the North Pole Utility within the city limits. Connection to the  
20 City water and sewer utility system shall be mandatory within the corporate City limits of the  
21 City of North Pole, within a voter-approved special assessment district or whenever the property  
22 has direct access to the municipal water and/or sewer facilities and the structure on the property  
23 is within two hundred feet of the municipal water and/or sewer facility. The owner of a property  
24 shall have installed or cause to be installed, at ~~his~~ their expense, a connection to the public water  
25 or sewer within no less than two years from the date such service is declared to be available, or  
26 any other timetable as prescribed by City Council or City code. Prior to the sale of a property  
27 served by the City water or sewer service system, hookup to the service is required. The  
28 connection shall be of a type and installed in a manner consistent with the North Pole Municipal  
29 Code and Utility Service Line Stantards and Utility Standards of Construction ~~standards of~~  
30 ~~construction.~~ Monthly utility fees as established by City code shall begin at time of such  
31 connection. Failure to connect to available water and/or sewer service within the two-year time  
32 period shall be cause for the property owner to be billed and required to pay the applicable  
33 monthly water and/or sewer flat rate fee on an ongoing month-by-month basis.



B. Optional connection to the North Pole Utility water system outside the city limits. The owner of a property located outside of the corporate City limits of the City of North Pole may connect to a municipal water and/or sewer facilities extension if they are within the North Pole Utility's Alaska Regulatory Commissioned authorized service area; there is adequate system capacity; and only at the sole discretion of the North Pole Utility. Connection to the municipal water and/or sewer facilities shall be at their expense. The connection shall be of a type and installed in a manner consistent with this chapter. Monthly water fees as established by City code shall begin at time of such connection. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 04-08 § 2, 2004; Ord. 01-03 § 2, 2003; Ord. 82-8 § 2.J, 1982)

**13.12.100 Customer accounting and payments.**

A. It is the duty of the North Pole Utility to keep accounts of all property owners whose property is served by the City water and sewer utility, and to enter on such accounts all charges and penalties, and to fix meter reading dates and billing dates as necessary to efficiently execute the accounting requirements of the North Pole Utility.

B. Meters will be read on the same date each month whenever practical. The North Pole Utility reserves the right to read meters every other month and to bill the customer for consumption on an estimated basis for the intervening month. Where the meter readers are unable to ~~gain access to the customer's premises to read the meters,~~ the North Pole Utility may estimate the consumption until the meter readers are able to ~~gain access~~ read the meters.

C. Any discrepancies in utility bills must be reported in writing within thirty days after the billing date; otherwise the account will be considered correct.

D. Deposits.

1. New Account Deposits. All ~~property owners~~ utility account applicants applying to receiving receive service from the North Pole Utility or having the service available shall be obligated to pay for such service in accordance with the appropriate rate schedule as outlined in NPMC 13.24.020, and shall pay a deposit as outlined below.

**New account deposit**

<del>Meter size</del> <u>Water service line diameter</u>	Water deposit	Sewer deposit
3/4 <u>and 1 inch</u>	\$75	\$75

### New account deposit

Meter size <del>Water</del> service line diameter	Water deposit	Sewer deposit
<del>1 inch</del>	\$100	\$100
1 1/2 inches	<del>\$150</del> <u>\$100</u>	<del>\$150</del> <u>\$100</u>
2 inches	<del>\$200</del> <u>\$150</u>	<del>\$200</del> <u>\$150</u>
3 inches	<del>\$225</del> <u>\$200</u>	<del>\$225</del> <u>\$200</u>
4 inches	\$250	\$250
5 inches	<del>\$275</del> <u>\$300</u>	<del>\$275</del> <u>\$300</u>
6 inches or larger	<del>\$300</del> <u>\$350</u>	<del>\$300</del> <u>\$350</u>

2. Return of Deposit. When the customer terminates their account, they may request that the account balance at the time of account termination be charged to the deposit and any balance due the customer will be refunded ~~from the liability account~~, and processed as such. Where an owner/occupant vacates the property without clearing their account of debt within thirty days from the termination of the account, the City of North Pole Utility shall deduct the balance owed to the City from the deposit plus a \$10 (ten dollar) processing fee and return ~~the~~ any balance to the former account holder.

3. Property Owner-Tenant Responsibilities. In the case of a property owner-tenant relationship, the property owner shall be held liable for all billings. Should ownership of the property change, the new owner shall assume all obligations of utility service including the liability for all billings. The property owner, upon request to the City, shall be provided a copy of the tenant's billing history.

4. Should legal ownership of the property serviced by the North Pole Utility change, the new owner shall immediately contact the City to establish an account. Regardless of whether a new account is established, the owner shall be fully responsible for all obligations arising from utility service to the property, including the liability for all past unpaid or ongoing utility billings documented in liens against the property, including liens for outstanding delinquent utility bills incurred by past and current renters of the property. Also see NPMC 13.12.020.

E. All charges owed by any person for sewer or water service rendered by the North Pole Utility may be billed as a unit. However, charges for water and sewer may be paid separately. For new connections, service shall be charged in proportion to the monthly charge from the date when the connection from the customer's property is made to the lines of the North Pole Utility.

F. *Repealed.*

G. Failure to make payment by the date specified on monthly statements will cause the account to become past due. A late charge of up to the maximum interest rate allowed by law will be added to the past due amount and will appear on the following bill. Failure to receive mail will not be recognized as a valid excuse for late payments. Accounts may be assigned to a collection agency. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 10-03 § 2, 2010; Ord. 08-25 § 2, 2008; Ord. 08-07 § 2, 2008; Ord. 01-03 § 2, 2003; Ord. 00-16 § 2, 2000; Ord. 00-11 § 2, 2000; Ord. 99-24 § 2, 1999; Ord. 82-8 § 2.K, 1982)

### **13.12.110 Appeal of utility billings.**

A. Any North Pole Utility customer who believes ~~his~~ their utility billing is unjust and inequitable as applied to ~~his~~ their property may make written application to the City Council requesting a review of ~~his~~ the utility billing. The application shall include the facts and data upon which the appeal is based.

B. While awaiting Council review of ~~his~~ the appeal, the customer shall pay the amount of the disputed bill to the City ~~within thirty days from the mailing date~~ prior to the due date of the next regular utility bill to avoid becoming delinquent. Subsequent bills shall be paid in full within the prescribed time limit.

C. Payment of disputed bills as required by this section shall not be deemed to prejudice an otherwise valid contest.

D. Review of the request shall be made by the City Council who shall determine if it is substantiated or not, including recommending further study of the matter by a designated representative.

E. If the request is determined to be substantiated, the charges for the customer shall be recomputed based on the Council approved terms, and the new charges thus recomputed shall be applicable retroactively up to one year.

1 F. In instances where a utility customer billing appeal relates to a situation limited to  
2 forgiveness of sewer service and associated charges where the customer can document the water  
3 upon which the charges are calculated was not discharged into the sewer system, the Mayor or  
4 ~~his~~ the Mayor's designee may waive these charges without the appeal proceeding to the City  
5 Council for approval. Should such an appeal be granted by the Mayor or ~~his~~ the Mayor's  
6 designee, ~~he~~ the waived charges shall be reported ~~the waiver of these charges~~ to the City  
7 Council. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 2.L,  
8 1982)

9 **13.12.120 Vacation of property.**

10 Each customer about to vacate any premises receiving water and/or sewer services from the  
11 North Pole Utility shall give the North Pole Utility written notice ~~of his intentions~~ at least ten  
12 days prior thereto, specifying the date service is to be discontinued; otherwise, he will be  
13 responsible for all North Pole Utility water and/or sewer charges until the North Pole Utility  
14 receives notice of such removal. At the time specified by the customer that he expects to vacate  
15 the premises where service is supplied, a closing bill will be rendered which is payable  
16 immediately. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.N, 1982)

17 **13.12.130 Disconnection of utility service.**

18 A. North Pole Utility service may be disconnected if any charge has not been paid in full on the  
19 date it becomes past due or delinquent or for any other reason established by City of North Pole  
20 ordinances.

21 B. A notice of disconnect shall be served by an officer of the City of North Pole at a minimum  
22 of seventy-two hours in advance of the disconnection. To halt the disconnection, the customer  
23 shall pay all outstanding utility charges, including all interest and liquidated damages payments,  
24 in advance of the action to disconnect. In situations involving disconnection, the City shall only  
25 accept payment in cash or certified check. If it is necessary to issue a disconnect order for  
26 nonpayment of any North Pole Utility service, a \$50 ~~100 (one hundred)~~ fifty dollar) processing  
27 charge shall be added to the customer's bill. In case service is disconnected for any violation of  
28 the provisions of this chapter, or under this section, such service shall not be furnished or  
29 resumed to the delinquent customer at the premises or any other premises where the delinquent  
30 customer applies for service until all arrears have been paid in full and a reconnect fee has been  
31 paid.

32 C. Whenever it is necessary for the North Pole Utility to discontinue the utility service to  
33 enforce the collection of a delinquency, a \$50 ~~250 (two hundred)~~ fifty dollar) reconnect fee will

1 be charged in addition to the delinquent amount and ~~both~~ all amounts must be paid before the  
2 utility service will be restored. The North Pole Utility will not be responsible for any damages or  
3 freezing occurring as a result of discontinuance of service ~~for unpaid billings~~. In addition, the  
4 customer shall pay all associated costs, including but not limited to, tie-in and permit fees,  
5 excavation, repaving, compacting, etc. Monthly billings for water and sewer charges shall be  
6 continued on the delinquent account. The property owner shall be responsible for all charges and  
7 attorney's fees thus incurred. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 08-25 § 2, 2008;  
8 Ord. 82-8 § 2.O, 1982)

### 9 **13.12.140 Service interruptions.**

10 The North Pole Utility reserves the right to temporarily suspend services when necessary for the  
11 purpose of new installations, repairs, testing, modification, expansion, correction or replacement  
12 of the system. The North Pole Utility will attempt to notify affected utility users of impending  
13 service interruptions where possible and where not precluded by emergency conditions. The  
14 North Pole Utility will exercise reasonable diligence in avoiding inconvenience which may arise  
15 out of ~~necessary~~ service interruptions. The North Pole Utility shall not be liable to the customer  
16 for breach of contract or any loss or damage which may be caused by failure of the North Pole  
17 Utility to deliver service. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 82-8 § 2.P, 1982)

### 18 **13.12.150 Prohibited acts.**

19 A. No person without first obtaining a permit from the ~~City of North Pole~~ Utility shall be  
20 allowed to make a connection or alteration to any facility of the North Pole Utility ~~or to make~~  
21 ~~alterations in any conduit, pipe or other fitting connecting directly therewith, or to connect pipes~~  
22 ~~where they have been disconnected, or to turn water service on or off to any premises.~~ No person  
23 other than an authorized employee of the North Pole Utility may turn on or turn off any water  
24 main of the North Pole Utility system.

25 B. A violation for the purposes of this section shall be any individual unpermitted act listed  
26 below:

- 27 1. Connecting to a water main;
- 28 2. Connecting to a sewer main;
- 29 3. Making alterations ~~in~~ to any facility of the North Pole Utility including any conduit,  
30 pipe or other fitting connecting directly to a water main, sewer main, service connection or  
31 other utility facility;

4. Connecting pipes where they have been disconnected;
5. Turning water service on to a premises;
6. Turning water service off to a premises;
7. Turning on a water main;
8. Turning off a water main;
9. Turning on a fire hydrant without North Pole Utility Department authorization;
10. Turning off a fire hydrant without North Pole Utility Department authorization.

11. Tampering with a water meter;

12. Tampering with a backflow prevention device.

C. ~~Violations of the provisions of this section shall constitute a violation.~~ Any The person or entity responsible for violating this section of the Municipal Code shall be subject to a fine of up to \$1,000 (one thousand dollars) for each violation, plus be liable for any damages to City and private property; any City-related expenses to correct a violation; and for the estimated value of any discharged water or wastewater. (Ord. 16-16 § 2, 2016; Ord. 12-02 § 2, 2012; Ord. 09-06 § 2, 2009)

Chapter 13.16  
WATER SERVICES

Sections:

- 13.16.010 Utility rates, fees and charges.**
- 13.16.020 Additional conditions of service.**
- 13.16.030 Multiple water services.**
- 13.16.040 Bulk and temporary water sales.**
- 13.16.050 Liability.**
- 13.16.060 Prohibited acts.**

**13.16.010 Utility rates, fees and charges.**

A. Rates for the installation of water meters, connection fees and monthly user charges are set forth in Chapter 13.24 NPMC.

B. The customer or other party approved by the City provides and pays for all expenses required to install the necessary water pipe, valves, and fittings to connect ~~his~~ the property to the North Pole Utility water distribution system. ~~at the point of connection designated by the~~ The Director of City Services ~~Utility Supervisor~~ or ~~his~~ their designated representative determines the point of connection to the water main. Water meters shall be installed by a ~~contractor~~ mechanical administrator or plumber licensed in the State of Alaska and the installation shall be inspected by ~~the~~ Director of City Services ~~Utility Supervisor~~ or their designee. (Ord. 16-16 § 2, 2016; Ord. 12-03 § 2, 2012; Ord. 82-8 § 3.A, 1982)

C. 2017 Sulfolane Legal Settlement Credits

1. Credits. Properties identified by the 2017 Sulfolane Legal Settlement Agreement are eligible to receive the following customer credits:
  - Credit for the first \$2,000 dollars of water usage charges;
  - Credit for utility deposit charge;
  - Credit for utility tie-in fee;
  - Waving of Facility Repair and Replacement Charge through December 31, 2022.
2. Appeal of eligibility for 2017 Sulfolane Legal Settlement Credits. Property owners who think they have improperly been excluded from eligibility for 2017 Sulfolane Legal Settlement Agreement credits must submit a written appeal to the North Pole Utility. The appeal will be assessed by a committee composed of the parties to the settlement agreement. The written appeal must provide the following:
  - Name of all parties who have an ownership interest in the property;

- Legal address of property requesting to be tied-in to the North Pole Utility and receive credits;
- Property Lot and Block identification;
- Property owner contact telephone number;
- Date improvements were first constructed on property;
- Proof of value of improvements on property as of January 1, 2017 according to Fairbanks North Star Borough Assessor's Office.

### **13.16.020 Additional conditions of service.**

A. All residential, commercial, educational, industrial, institutional and governmental users shall be metered. Water meters may be installed at any time deemed necessary by the North Pole Utility in accordance with the requirements of the North Pole Utility. Installation must conform to the Utility Service Line Requirements and the Utility Standards of Construction. ~~utility standards of construction.~~

B. The City may refuse to permit any person to connect to a water main or to be served directly or indirectly by water from North Pole Utility, and may refuse to accept a water main for operation and maintenance purposes unless the main was constructed and installed pursuant to a written agreement with the City or the City can otherwise assure itself that the main was constructed and installed in compliance with the applicable requirements and specifications of the North Pole Utility.

C. The North Pole Utility will maintain and repair all mains that have been accepted for maintenance and operation by the North Pole Utility but will not be responsible for maintaining the customer's service connection or for damage to the service connection caused by freezing that results from negligence or a willful act on the part of the customer.

D. The customer's service from point of connection to the City main or the customer's building ~~plumbing~~ shall be kept in repair by the owner or occupant of the premises, who shall be responsible for all breaks in the line and for any damages resulting incidentally therefrom, other than those caused by acts of the North Pole Utility. The City shall not be responsible for damages in service lines freezing resulting from the ~~shut off down~~ of a customer's service for a delinquent account. In the case of a frozen water service, the customer shall be responsible for thawing the service line from the main to the building unless the freezing condition can subsequently be demonstrated to have been the result of a malfunction of the City's utility system beyond the control of the customer.



1 1. Exposing a Customer Service Line Break and/or Disconnecting Service in the Event of  
2 a Service Line Break. In the event of a customer service line break resulting from freezing  
3 or other causes, the North Pole Utility shall disconnect as quickly as is feasible ~~the service~~  
4 ~~to the broken service line~~ to protect public health and safety, ~~and to limit damage to public~~  
5 and private property and reduce water wasted.

6 E. All persons, prior to receiving service from the North Pole Utility, shall provide a separate  
7 shutoff valve inside the building or structure for which service is being requested. The valve  
8 shall be located on the service line entering the building, ahead of any branch lines, where it is  
9 readily accessible in the event of emergency.

10 F. Where the customer's service line is in excess of fifty feet, the customer ~~of the City main~~  
11 ~~water line~~ shall have installed an approved circulation pump system. A circulation pump may  
12 also be required in any event where freeze up has occurred, regardless of the service line length  
13 ~~the distance of the main from the point of connection~~.

14 G. Installation of Water Connection and Water Supply Line.

15 ~~1. All water connections shall be installed and mains tapped by a contractor licensed by~~  
16 ~~the State of Alaska. As a prerequisite to commencing any work on the Utility, the~~  
17 ~~contractor shall obtain a permit from the Utility Department where they must furnish:~~

18 ~~a. State of Alaska contractor's license number;~~

19 ~~b. Proof of workman's compensation insurance, if required by law;~~

20 ~~c. A bond in the amount of \$5,000 (five thousand dollars) if the work is occurring in~~  
21 ~~or will affect a City of North Pole road right of way;~~

22 ~~d. Proof of payment of City of North Pole Utility tie in fees (NPMC 13.08.090(B));~~

23 ~~e. Should the work be in or directly affect a State of Alaska road right of way, proof~~  
24 ~~of authorization to work in this right of way;~~

25 ~~f. Should the work be in or directly affect private property other than the property~~  
26 ~~owner making the utility connection, proof of authorization to work in this private~~  
27 ~~property;<sup>1</sup>~~

1 ~~g.—Should the work or utility connection require an easement or vacation of an~~  
2 ~~easement, proof that the easement or vacation has been obtained;~~

3 ~~h.—Other proof of capability to perform such work as required by the Utility~~  
4 ~~Department;~~

5 ~~i.—Commencing work without a permit from the Utility Department shall be subject~~  
6 ~~to fines as specified in NPMC 13.12.150, Prohibited acts.~~

7 ~~2.—A minimum of forty eight hours' notification is required to schedule an inspection by~~  
8 ~~the North Pole Utility.~~

9 ~~3.—All work must be inspected by the North Pole Utility before water is returned to the~~  
10 ~~main and the work is covered. Work not inspected by the North Pole Utility before it is~~  
11 ~~covered shall be re-excavated for inspection by the North Pole Utility at the owner's~~  
12 ~~expense.~~

13 ~~4.—The service line connection shall be installed according to the City of North Pole~~  
14 ~~utility standards of construction. (Ord. 16-16 § 2, 2016; Ord. 12-03 § 2, 2012; Ord. 08-25~~  
15 ~~§ 2, 2008; Ord. 04-08 § 2, 2004; Ord. 01-13 § 2, 2001; Ord. 00-16 § 2, 2000; Ord. 85-4 § 1,~~  
16 ~~1985; Ord. 82-8 § 3.B, 1982)~~

- 17 1. All excavations on City property or North Pole Utility infrastructure may only be  
18 performed by a contractor licensed by the State of Alaska. All water connections shall be  
19 installed and mains tapped by a mechanical contractor or plumber licensed by the State of  
20 Alaska. All work must conform to the North Pole Utility service line standards and the  
21 version of the Uniform Plumbing Code adopted by the City Council. In the event that a  
22 conflict exists between the Utility Service Line Requirements service line standards and  
23 the Uniform Plumbing Code, the most stringent provision shall apply.  
24  
25 2. As a prerequisite to commencing any work on any facility of the North Pole Utility, the  
26 contractor shall obtain a permit from the North Pole Utility furnishing the following  
27 items with the permit application:  
28  
29 a. State of Alaska professional license numbers as a Contractor, Mechanical Contractor;  
30 Plumber Journeyman Certificate of Fitness or Plumber Utility Certificate of Fitness;  
31  
32 b. Alaska Business License number;  
33

- c. City of North Pole Business License number if worked is performed within the City of North Pole City Limits;
- d. The contractor shall provide proof of commercial general liability insurance for all operations performed by the contractor on an occurrence basis against claims for personal injury; bodily injury; death and property damage, including loss of use.
- e. Proof of workman's compensation insurance, if required by law;
- f. City of North Pole Excavation Permit if excavation will occur in a City road right-of-way or on City property.
- g. A work plan including a work schedule.
- h. City of North Pole Utility Tie-in Permit, if tie-in will occur (NPMC 13.08.090(B)).
- i. Payment of any outstanding charges owed to the City by the property owner or contractor.
- j. Should the work be in or directly affect a State of Alaska road right-of-way, proof of authorization to work in the State right-of-way;
- k. Should the work be in or directly affect Fairbanks North Star Borough property or road right-of-way, proof of authorization to work in Borough property;
- l. Should the work be in or directly affect private property, other than the property owner making the utility connection, proof of authorization to work in the other property owner's private property;
- m. Should the work or utility connection require an easement or vacation of an easement, proof that the easement or vacation has been obtained;
- n. Other proof of capability to perform such work as required by the North Pole Utility;
3. Commencing work without a permit from the North Pole Utility shall be subject to fines as specified in NPMC 13.12.150, Prohibited acts.
4. All work must be inspected by the North Pole Utility.

- 1 a. A minimum of forty-eight hours' notification is required to schedule an inspection by  
2 the North Pole Utility.  
3
- 4 b. The North Pole Utility or their authorized representative must be present to observe and  
5 inspect the physical tapping of the water main. Before water is returned to the main and  
6 the work is covered, the work must be inspected by the North Pole Utility or their  
7 authorized representative. Work not inspected by the North Pole Utility or their  
8 authorized representative before it is covered shall be re-excavated at the owner's  
9 expense for re-inspection.  
10
- 11 5. Installation of water meter  
12
- 13 a. Water meter installation at time of tie-in. If the tie-in is providing water service to a  
14 structure, even if the structure is under construction, the North Pole Utility or their  
15 authorized representative must inspect and approve the plumbing within the structure  
16 directly related to the tie-in to assure compliance with the North Pole Utility's service  
17 line requirements. A water meter shall be installed at this time and a utility account  
18 created.  
19
- 20 b. Water meter installation not at time of tie-in.  
21
- 22 1. If not providing water to a structure at the time of the connection, the property  
23 owner must provide adequate protection to prevent damage to and/or freezing of  
24 the service line connections.  
25
- 26 2. When the service line is eventually connected to the structure, the property owner  
27 shall notify the North Pole Utility 48 hours before the service is to be extended to  
28 the structure. The North Pole Utility or their authorized representative must  
29 inspect and approve the plumbing within the structure directly related to the tie-in  
30 to assure compliance with the North Pole Utility's service line requirements. A  
31 water meter shall be installed at this time and a utility account created.  
32
- 33 6. Single permit for installation of multiple water connections. If a developer will be  
34 installing multiple identical water connections as part of a single development and all  
35 installations will occur during the same year, the developer may request to submit a  
36 single application. Authorization to submit a single permit application for multiple  
37 installations is at the sole discretion of the Mayor or the Mayor's designee. Authorization  
38 to submit a single water installation permit does not lessen the service-specific  
39 information that must be provided as part of the application for each service connection.  
40 The same inspection requirements apply to each individual tie-in regardless of the

1 number of tie-ins covered by the multiple service tie-in application. Calculation of the  
2 permit fees shall not be reduced when a developer is allowed to submit a single  
3 application for multiple installations.

4  
5 H. Cross-connection control.

- 6  
7 1. Purpose and scope. The purpose of this section is to protect the public health by controlling  
8 or eliminating actual or potential installation of cross-connections. The control or  
9 elimination of cross-connections shall be in accordance with this code, the North Pole  
10 Utility's Cross Connection Control Program and the edition of the Uniform Plumbing Code  
11 adopted by the City Council. In the event that a conflict exists between the Cross  
12 Connection Control Program adopted herein and the Uniform Plumbing Code, the most  
13 stringent provision shall apply.
- 14  
15 2. Unsafe facilities. The City may refuse to furnish water and may discontinue services to  
16 any premises where plumbing facilities, appliances, or equipment using water are  
17 dangerous, unsafe, or not in conformity with the City's Municipal Code. No potable  
18 water service connection to any premises shall be installed or continued in use by a  
19 customer unless the potable water supply is protected by all necessary backflow  
20 prevention devices and assemblies. The installation or maintenance of a cross-  
21 connection, which will endanger the quality of the customer's water supply, shall be  
22 unlawful and is prohibited.
- 23  
24 3. Cross-connection inspection. No water service shall be provided until it has been  
25 inspected by the North Pole Utility for possible cross-connections and been approved as  
26 being protected from such cross-connections.
- 27  
28 4. Inspections will be made periodically of all potentially hazardous buildings, structures, or  
29 improvements of any nature now receiving water from the North Pole Utility, for the  
30 purpose of determining whether cross-connections exist. Such inspections shall be made  
31 by the North Pole Utility or their designated representative. Any building modification  
32 requiring a plumbing or mechanical permit may require a cross-connection inspection and  
33 compliance.
- 34  
35 5. Possible cross-connections. All water services shall be constructed with backflow  
36 assemblies or devices. The minimum requirements shall be a double check valve  
37 assembly (non-testable) Enhanced levels of backflow preventions assemblies and  
38 devices shall be installed in any premises where, in the judgment of the North Pole Utility,  
39 the nature and extent of activities, or the materials used or stored on the premises, could  
40 present a hazard to the potable water supply in the event a cross-connection were to be

made; even though such cross connection has not been made. Such circumstances include, but are not limited to:

- a. Premises having an auxiliary water supply.
- b. Premises having intricate plumbing arrangements which make it impractical to ascertain whether or not cross-connections in fact exist.
- c. Premises where entry is restricted so that inspection for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
- d. Premises having a repeated history of cross-connections being established or re-established.
- e. Premises on which any substance is handled under pressure, so as to permit entry into the water supply. This shall include the handling of process waters and cooling waters.
- f. Premises where materials of a toxic or hazardous nature are handled in such a way that if back siphonage should occur, a health hazard might result.
- g. The following facilities, when connected to a potable water supply, require backflow prevention assemblies or devices unless the North Pole determines that no hazard exists:
  - Bulk water fill stations
  - Car wash facilities;
  - Chemical plants;
  - Fire sprinkler systems;
  - Food or beverage processing plants;
  - Greenhouses
  - High rise or other buildings above system pressure reactors, which require booster pumps;
  - Hospitals, mortuaries, and clinics, including veterinary clinics;
  - Irrigation systems;
  - Laboratories;
  - Laundries and dry cleaners;
  - Manufacturing facilities;
  - Medical and dental facilities;
  - Metal plating industries;
  - Petroleum processing or storage plants;
  - Piers and docks;
  - Radioactive material processing plants, nuclear or other facilities where radioactive materials may be utilized
  - Sand, gravel and concrete plants or other material processing plants
  - Sewage treatment plants;

- Water systems not within the definition of potable water supply
- Waterfront facilities.

**13.16.030 Multiple water accounts services for a single structure.**

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

1. According to 18 AAC 80.1990 (133) "service connection" means a single building or structure that receives water for human consumption from a public water system; "service connection" includes a residence, school, hospital, clinic, office, restaurant, gas station, hotel, motel, washeteria, or watering point; "service connection" does not include mobile facilities; for purposes of this paragraph, "mobile facilities" includes planes, boats, recreational vehicles, and tents.
2. According to 18 AAC 80.1990 (134) "service line" means the pipe works that extend from a water distribution main line to a single service connection.
3. A single customer connection serving multiple separate properties is classified as a water main and is regulated by the ADEC and is considered a water main extension by the North Pole Utility. ADEC requires a permit application; conducts a plan review before issuing an approval to construct such a facility. The North Pole Utility requires a written agreement approved by the City Council to construct such and extension to the utility system. While ADEC approval is required, approval by ADEC does not guarantee or constitute any approval of the City Council or North Pole Utility.

**B. 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:**

1. ~~A.~~ Entered into a written contract with a ~~contractor~~ mechanical administrator or plumber licensed by the State to modify the water service to meet the following requirements:
  - a. ~~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.
  - b. ~~2.~~ The property owner must submit a scaled drawing with a scale of no less than one-half inch equals one foot in the drawing of the water meter installation.

c. 3. The property owner must install plumbing such that each dwelling unit receiving water services is plumbed separately.

d. 4. Adequate space must be provided between individual water meters such that they can be manually read by the North Pole Utility and there is adequate space to repair or replace a meter.

e. 5. The water meters must be in a heated secure location readily accessible by the North Pole Utility.

f. 6. The North Pole 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.

g. 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 North Pole Utility. See NPMC 13.08.070(A) and (B); 13.12.060; 13.12.150; and 13.16.060(A).

h. 8. The service line from the water main to the water meters is the sole responsibility of the property owner. (See NPMC 13.16.020(D).)

C. 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

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

### **13.16.040 Bulk and temporary water sales.**

Bulk water sales shall be charged at the current bulk water per gallon water charge, including facilities repair and replacement charge, plus a service charge ~~of which shall be a minimum of \$25 (twenty five dollars) or ten percent of the transaction, whichever is greater.~~ Each discharge of water shall be considered an individual transaction and subject to a service charge. (Ord. 16-16 § 2, 2016; Ord. 12-03 § 2, 2012; Ord. 00-16 § 2, 2000; Ord. 82-8 § 3.D, 1982)

### **13.16.050 Liability.**



1 A. The North Pole Utility shall not be held liable for damage by fire, flooding, freezing, or  
2 other causes resulting from defective piping, fixtures or appliances on the customer's premises  
3 supplied with water from the North Pole Utility.

4 B. Inspection of piping, fixtures and appliances shall not create any liability against the North  
5 Pole Utility or the employees thereof for damages to persons or property resulting from defective  
6 piping, fixtures or appliances on the premises. (Ord. 16-16 § 2, 2016; Ord. 12-03 § 2, 2012; Ord.  
7 00-16 § 2, 2000; Ord. 82-8 § 3.E, 1982)

8 **13.16.060 Prohibited acts.**

9 A. No person without first obtaining a permit from the City of North Pole shall be allowed to  
10 make a connection to any facility of the North Pole Utility or to make alterations in any conduit,  
11 pipe or other fitting connecting directly therewith, or to connect pipes where they have been  
12 disconnected, or to turn water service on or off in any premises. No person other than an  
13 authorized employee of the North Pole Utility may turn on or turn off any water main of the  
14 North Pole Utility system. **Individuals committing such acts are subject to a fine as specified in**  
15 **13.12.150 (C)**

16 B. No person other than an authorized employee of the North Pole Utility or a member of the  
17 Fire Department in connection with official duties may connect to, turn on, or turn off any fire  
18 hydrant located on the North Pole Utility system without first obtaining a contract from the City.  
19 Illicit connection to, turn-ons or turn-offs of any fire hydrant shall result in a fine **as specified in**  
20 **13.12.150 (C)** ~~of \$1,500 (one thousand five hundred dollars)~~ plus liability for the estimated value  
21 of any discharged water and liability for damage to all public or private property caused by the  
22 illicit connection to or turn-on or turn-off of a fire hydrant.

23 C. No person may allow a premises or facility which is served by the North Pole Utility to be  
24 connected to another water system, including a private well or other on-property facility, or to  
25 have service from another system readily available to the premises or facility in such a manner  
26 that the integrity of the North Pole Utility water service may be jeopardized. **In such**  
27 **circumstances, the customer's service may be subject to immediate termination.** Notwithstanding  
28 the prohibitions of this section, standby service may be permitted by the North Pole Utility to  
29 customers, such as hospitals, clinics or government facilities, if it is determined that the failure of  
30 the water supply would be detrimental to the public health, welfare or security; provided, that  
31 such a customer must install at his own expense a backflow preventer of a type approved by the  
32 ~~Utility Supervisor~~ **Director of City Services** or ~~his~~ **their** designated representative, prior to  
33 commencement of service.

1 D. In accordance with the North Pole Utility's cross-connection restrictions (NPMC 13.16.020,  
2 H) latest adopted edition of the Uniform Plumbing Code adopted by the City Council, the North  
3 Pole Utility will not permit any cross-connection and will discontinue service to any persons or  
4 premises where a cross-connection exists. The property owner will be responsible for any  
5 expenses associated with disconnection and reconnection of utility service. Service will not be  
6 restored until the cross-connection is eliminated. Customers using water from one or more  
7 sources in addition to receiving water from the North Pole Utility ~~on~~ at the same premises shall  
8 maintain separate systems for each. ~~and the North Pole Utility's water supply facilities shall be~~  
9 ~~separated from any and all other systems, by an air gap of not less than one foot, or if in the~~  
10 ~~ground, by not less than five feet.~~

11 E. *Repealed by Ord. 12-03.*

12 F. No person may furnish or provide water with or without charge to another premises ~~located~~  
13 ~~in an area where a service connection could supply water from the North Pole Utility.~~ The  
14 service may be disconnected for any utility customer performing such acts.

15 G. No person may waste water supplied by the North Pole Utility. In the event that water  
16 wasting is found to jeopardize the functioning of the North Pole Utility, the North Pole Utility  
17 may disconnect the service where water is being wasted. (Ord. 16-16 § 2, 2016; Ord. 12-03 § 2,  
18 2012; Ord. 09-06 § 3, 2009; Ord. 08-25 § 2, 2008; Ord. 00-16 § 2, 2000; Ord. 82-8 § 3.F, 1982)

**Chapter 13.24  
UTILITY RATES**

Sections:

**13.24.020 Metered water and sewer utility rates.**

**13.24.030 Senior determination.**

~~**13.24.040 Emergency utility customer payment fund.**~~ **Repealed**

**13.24.050 Meter installation.**

**13.24.080 Significant industrial user charges.**

**13.24.090 *Repealed.***

**13.24.100 Negotiated rates.**

**13.24.110 Flat rates.**

**13.24.120 Account deposits.**

~~**13.24.130 Round-up utility rate.**~~ **Repealed**

**13.24.020 Metered water and sewer utility rates.**

Monthly water and sewer utility rates beginning January 1, 2018, shall be the following:

Customer class	Per gallon water	Monthly base water charge	Per gallon sewer charge <sup>1</sup>	Monthly base sewer charge	FRR <sup>2</sup> – Water per gallon charge	FRR <sup>2</sup> – Sewer per gallon charge	FRR <sup>2</sup> Significant industrial discharger, sewer
Single-family residential	<del>\$0.01750</del> <b><u>\$0.01880</u></b>	\$5	<del>\$0.0165</del> <b><u>\$0.01682</u></b>	\$5	\$0.0025	\$0.0025	–
Senior single-family residential	<del>\$0.00875</del> <b><u>\$0.0094</u></b>	\$5	<del>\$0.00825</del> <b><u>\$0.00841</u></b>	\$5	\$0.0025	\$0.0025	–
Multifamily residential	<del>\$0.01750</del> <b><u>\$0.01880</u></b>	\$25	<del>\$0.01650</del> <b><u>\$0.01682</u></b>	\$25	\$0.0025	\$0.0025	–
Commercial	<del>\$0.01750</del> <b><u>\$0.01880</u></b>	\$25	<del>\$0.01650</del> <b><u>\$0.01682</u></b>	\$25	\$0.0025	\$0.0025	–
Commercial/significant industrial discharger	<del>\$0.01750</del> <b><u>\$0.01880</u></b>	\$25	<del>\$0.01650</del> <b><u>\$0.01682</u></b>	\$25	–	–	\$0.003911

Customer class	Per gallon water	Monthly base water charge	Per gallon sewer charge <sup>1</sup>	Monthly base sewer charge	FRR <sup>2</sup> – Water per gallon charge	FRR <sup>2</sup> – Sewer per gallon charge	FRR <sup>2</sup> Significant industrial discharger, sewer
Bulk water charge	\$0.03						
Fire hydrant meter	\$0.03	\$500 deposit <sup>3</sup>					

1 1. The monthly sewer charge for the months of May, June, July and August will be capped at  
2 an amount not to exceed the average of the water usage during the months September through  
3 April for single-family and senior single-family residential customers only.

4 2. Facility repair and replacement: funds generated to repair and replace utility capital  
5 infrastructure.

6 3. Fire hydrant meter deposit: The deposit is returned if the equipment is returned in good  
7 working order with no damages. Any damages to the equipment are deducted from the deposit.  
8 Any damages in excess of the deposit are added to the customer's bulk water charges invoice.

9 (Ord. 17-27 § 2, 2017; Ord. 16-28 § 2, 2016; Ord. 16-16 § 2, 2016; Ord. 15-22 § 2, 2015; Ord.  
10 13-16 § 2, 2013; Ord. 12-24 § 2, 2013; Ord. 12-04 § 2, 2012; Ord. 11-11 § 2, 2011; Ord. 11-01  
11 (Substitute A) § 2, 2011; Ord. 11-01 § 2, 2011; Ord. 08-25 § 2, 2008)

#### 12 **13.24.030 Senior determination.**

13 A. Senior Single-Family Residential. Senior citizens sixty-five years or older need only submit  
14 a utility discount rate request form once to receive the discounted rate for the duration of their  
15 utility account with the City. (Ord. 16-16 § 2, 2016; Ord. 12-04 § 2, 2012)

#### 16 **13.24.040 Emergency utility customer payment fund. Repealed**

17 A. ~~Purpose of the Emergency Fund. The City of North Pole recognizes that residential utility~~  
18 ~~customers can encounter emergency situations that make paying their monthly utility bills a~~  
19 ~~hardship. To help prevent residential utility customers' utility accounts becoming delinquent, the~~  
20 ~~City has created the emergency fund. A residential utility customer facing an emergency that~~  
21 ~~could cause them a financial hardship may apply for temporary assistance to pay a portion or~~  
22 ~~their entire North Pole Utility bill.~~

1 B.—Contributing to the Emergency Fund. North Pole Utility customers shall be provided with  
2 the option to contribute to the emergency fund. Customers will be provided the option to  
3 contribute any sum they wish to the emergency fund either as an addition to their utility payment  
4 or as a separate payment. Provision will be provided on monthly utility bills for customers to  
5 make donations to the emergency fund. When terminating their utility accounts, customers will  
6 be provided the option to transfer all or part of their deposits to the emergency fund.  
7 Contributions to the emergency fund are not tax deductible. The City at its discretion may make  
8 a contribution to the emergency fund. Any City funds contributed to the emergency fund cannot  
9 at a later date be withdrawn by the City from the fund.

10 C.—Management of Emergency Funds. All funds contributed to the emergency fund shall be  
11 deposited in a dedicated interest earning account wholly separate from the operating funds of the  
12 City. Emergency funds can only be used to offset North Pole water and sewer utility bills of  
13 residential utility customers requesting assistance. Emergency funds cannot be used to pay utility  
14 assessments; liquidated damages payments; commercial or multifamily utility bills; utility tie-in  
15 fees; or accounts delinquent for nonemergency reasons. The purpose of the emergency fund is to  
16 provide temporary assistance to utility customers facing short-term hardships and not to provide  
17 ongoing utility bill subsidies for utility customers.

18 D.—Awarding of Emergency Funds.

19 1.—Emergency Fund Committee. An independent committee recommended by the Mayor  
20 and approved by the City Council shall recommend emergency fund awards to utility  
21 customers applying for assistance to pay their monthly North Pole Utility bills. The  
22 Committee shall be composed of no more than seven members, but always an odd number.  
23 The Director of City Services or his representative shall be an ex-officio member of the  
24 Committee. A minimum of a majority of the Committee must be present at a meeting to  
25 recommend an award of emergency funds. In the event a quorum of the Committee is  
26 unable to meet in time to make award recommendations to the Mayor, the Mayor has the  
27 authority to make awards without the Committee's recommendation. In the event the  
28 Mayor must make awards without the Committee's recommendation, the Mayor shall  
29 provide a written explanation of the reason he has authorized a payment from the  
30 emergency fund and the criteria he used for making the payment authorization. All  
31 recommendations made by the Committee, Mayor correspondences authorizing payments  
32 and records of payments from the emergency fund shall be maintained by the City Clerk.

33 a.—Guidelines for Awarding Emergency Funds.

i.—~~Significant decline in household income to one hundred fifty percent or below the poverty level as defined by the most current Federal Health and Human Services Poverty Guidelines.~~

ii.—~~Unexpected major household expenses like medical, emergency home repair, emergency automobile repair, etc.~~

iii.—~~Changes in family status like divorce, separation, or deployment of a military spouse.~~

iv.—~~Other criteria as documented by the Committee and/or Mayor.~~

2.—~~Awarding Emergency Funds. The Committee can recommend award assistance no greater than funds available in the emergency fund and cannot recommend awards that create a financial liability for the City. No applicant for an emergency fund award can receive an award that exceeds \$125 (one hundred twenty five dollars) per month. Awards are not cash payments but direct transfers from the emergency fund to the North Pole Utility to offset the applicant's utility bill. The Committee will make its recommendations in writing for awards from the emergency fund to the Mayor. The Mayor has final authority for approving emergency fund awards.~~

3.—~~Application for Emergency Fund Award. A North Pole Utility customer seeking an award from the emergency fund to help them pay all or part of their North Pole Utility bill shall provide a written explanation of why they need an award. The explanation shall include the dollar amount of their utility bill and the dollar amount of their award request. Applicants shall submit their request for an award no later than the twentieth of the month. If the twentieth of the month falls on a weekend or holiday the application is due on the first business day following the twentieth. (Ord. 16-16 § 2, 2016; Ord. 12-04 § 2, 2012; Ord. 08-25 § 2, 2008)~~

#### **13.24.050 Water meters ~~installation~~ required.**

Water meters are required on all services connected to the City North Pole Utility water system or sewer system. Meters shall be installed at the time of service connection to the North Pole Utility and utility billing shall begin at the time of service connection. All new construction with access to the City water system must install a meter loop to facilitate meter installation. The North Pole Utility will furnish an approved meter for each service. The customer shall ensure that the North Pole Utility has access to the meter for repair, replacement and performance of maintenance on the meter. All meters must be installed in a heated/conditioned space. (Ord. 16-

16 § 2, 2016; Ord. 12-04 § 2, 2012; Ord. 08-25 § 2, 2008; Ord. 04-08 § 2, 2004; Ord. 01-13 § 2, 2001; Ord. 00-16 § 2, 2000; Ord. 99-14 § 2, 1999; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 82-8 § 5.E, 1982)

**13.24.080 Significant industrial (SIU) user charges.**

In addition to the commercial rate cited in NPMC 13.24.020, significant industrial users (SIU), as defined in NPMC 13.20.010(D), shall be subject to the following added charges:

A. Facilities Replacement Rate (FRR). This rate shall offset the cost of the City's facilities used by the SIU. These funds will provide for replacing, increasing and/or augmenting the facilities so used to accommodate the private and commercial usage originally planned for.

1. The following table contains the factors that shall be used in calculating the FRR:

	LIFE	INTEREST	
COMPONENT	(Months)	(Annum)	CRF
Lift stations	120	7%	0.0116
Treatment works	240	7%	0.0078
Sewer lines	480	7%	0.0062

i = Interest rate = 7.00%/year

CRF = Capital recovery factor (uniform series)

C = Construction value = Cost of major component

Q<sub>siu</sub> = SIU flow (k gal./mo.)

Q<sub>des</sub> = Design capacity flow (k gal./mo.)

FRR = Facilities replacement rate (\$/k gal.)

Each major component (lift station, treatment works, lagoon, sewer line) of the SIU flow path shall be considered separately as to its design life and SIU proportion of flow capacity. The aggregate sum of the component shares shall be divided by the estimated total SIU monthly flow to arrive at a rate.

$$FRR = \frac{Q_{siu}}{\text{total SIU monthly flow}} \times C \times CRF + \text{for each major component} \times \frac{1}{\text{total SIU monthly flow}}$$



Qdes

Qsiu

The FRR shall be revised whenever there is a significant change in any of the affecting factors, but not more than once a year.

B. High Strength Surcharge. In order to maintain a high quality of treatment and effluent discharge to the public waterways, it is the intention of the City to require any SIU to pretreat their sewage to meet the regulating parameters set forth in this section. If the SIU's discharge into the City's system exceeds these parameters due to an accidental discharge, the SIU shall in addition to the requirements in other sections and any fines and penalties be subject to the following high strength surcharge (HSS):

$$\text{HSS} = \frac{\text{BOD}_{\text{siu}} (\text{excess})}{200 \text{ mg/l}} \times R + \frac{\text{TSS}_{\text{siu}} (\text{excess})}{200 \text{ mg/l}} \times R + \frac{\text{COD}_{\text{siu}} (\text{excess})}{500 \text{ mg/l}} \times R + \frac{\text{T}_{\text{siu}} (\text{deficit})}{36^{\circ}\text{F}} \times R$$

where:

BOD<sub>siu</sub> (excess) = BODs of significant industrial user's discharge, minus 200 mg/l.

TSS<sub>siu</sub> (excess) = Total suspended solids of significant industrial user's discharge, minus 200 mg/l.

COD<sub>siu</sub> (excess) = COD of significant industrial user's discharge, minus 500 mg/l.

T<sub>siu</sub> (deficit) = 45°F minus temperature of significant industrial user's discharge at the point of connection.

R = The commercial rate cited in NPMC 13.24.020.

The duration of HSS shall be from last permit compliant sample to the succeeding permit compliant sample measured by either the City or the SIU.

This charge applies only when the SIU discharge into the City's system exceeds two hundred milligrams per liter BOD<sup>5</sup>, and/or two hundred milligrams per liter total suspended solids, and/or five hundred milligrams per liter chemical oxygen demand, and/or the temperature is less than forty degrees Fahrenheit.

C. SIU-Specific **Industrial Pretreatment Program (IPP)** Fees. In addition to all other charges under this chapter, each SIU shall pay for any services specifically associated with that SIU for

1 the administration, monitoring, or enforcement of the IPP. SIU-specific IPP services shall  
2 include, but are not limited to, IPP development costs, permit application and renewal, plan  
3 review, IPP compliance monitoring laboratory and inspection work, and spill or permit violation  
4 response work. The charges for such services will include the City's direct costs including  
5 charges from subcontractors, plus an administrative overhead fee from the City, and will be  
6 charged directly to the SIU. (Ord. 16-16 § 2, 2016; amended during 2015 reformat; Ord. 12-15  
7 § 3, 2012; Ord. 12-04 § 2, 2012; Ord. 08-05 § 2, 2008; Ord. 01-16 § 2, 2001; Ord. 97-18 § 3,  
8 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 93-6 § 2, 1993; Ord. 88-1 § 2, 1988; Ord.  
9 87-12 § 3, 1987)

10 **13.24.090 Fee for connection to City utility mains.**

11 *Repealed by Ord. 12-04.* (Ord. 08-05 § 2, 2008; Ord. 98-16 § 2, 1998; Ord. 97-18 § 3, 1997; Ord.  
12 96-19 § 2, 1996; Ord. 95-21 § 2, 1995; Ord. 93-6 § 2, 1993; Ord. 87-12 § 3, 1987; Ord. 82-8  
13 § 5.G, 1982)

14 **13.24.100 Negotiated rates.**

15 Rates for special or temporary usage of utility services which are not strictly addressed in this  
16 chapter shall be established by the City Council on an individual case basis. (Ord. 16-16 § 2,  
17 2016; Ord. 12-04 § 2, 2012; Ord. 97-18 § 3, 1997; Ord. 96-19 § 2, 1996; Ord. 95-21 § 2, 1995;  
18 Ord. 93-6 § 2, 1993; Ord. 87-12 § 3, 1987; Ord. 82-8 § 5.H, 1982)

19 **13.24.110 Flat rates.**

20  
21 A. Utility customers within the city limits of the City of North Pole. Customers within the  
22 city limits of the City of North Pole whose water service is unmetered or whose water  
23 meter is nonfunctional or the Utility is unable to replace the water meter shall be charged  
24 the ~~following~~ flat rates based upon their customer class. Customers' failure to connect to  
25 available water and/or sewer service within the mandated two-year time period shall be  
26 cause for the property owner to be billed and required to pay the applicable monthly  
27 water and/or sewer flat rate fee on an ongoing month by month basis as per NPMC  
28 13.12.090, Compulsory connection to City water and sewer utility.

29  
30 B. Utility customers outside of the city limits of the City of North Pole. Customers outside  
31 of the city limits within the City of North Pole's recognized service area are not obligated  
32 to connect to the North Pole Utility and are not subject to the application of the flat rate  
33 unless their water service is unmetered or whose water meter is nonfunctional or the  
34 Utility is unable to replace the water meter shall be charged the flat rates based upon their  
35 customer class.

C. Monthly water and sewer utility flat rates beginning January 1, 2019 2012, shall be the following:

Customer class	Water	Monthly base water charge	Sewer	Monthly base sewer charge	FRR water	FRR sewer	FRR significant industrial discharger, sewer	Total monthly charge
Single-family residential	<del>\$70</del> 50	\$5	<del>\$70</del> 50	\$5	\$5	\$5	—	<del>\$140</del> 120
Senior single-family residential	\$25	\$5	\$25	\$5	\$5	\$5	—	\$70
Multi-family residential <sup>1</sup>	<del>\$70</del> 50	\$25	<del>\$70</del> 50	\$25	\$5	\$5	—	<del>\$140</del> 120
<del>Senior multi-family residential</del>	<del>\$100</del>	<del>\$25</del>	<del>\$100</del>	<del>\$25</del>	<del>\$10</del>	<del>\$10</del>	—	<del>\$270</del>
Commercial <sup>2</sup>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Commercial/ significant industrial discharger <sup>2</sup>	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

1. Multi-family Water, Sewer, FRR Water, FRR Sewer and Total monthly charge are assessed per living units. ~~The Base charge water and Base charge sewer is a single charge~~ A single Water Base Charge and a single Sewer Base Charge is assessed for the entire multi-family unit dwelling.
2. Commercial and Commercial significant industrial discharger Flat Rates are To-Be-Determined (TBD) on a case-by-case basis by the North Pole Utility.

(Ord. 16-16 § 2, 2016; Ord. 12-04 § 2, 2012)

### 13.24.120 Account deposits.

A. Creation of Water and Sewer Utility Accounts. New utility customers shall be charged a deposit as according to 13.12.100 Customer accounting and payment.

~~1. Deposits, Water. There is a \$75 (seventy five dollar) deposit required to open a utility water account.~~

1        ~~2.—Deposits, Sewer. There is a \$75 (seventy five dollar) deposit required to open a utility~~  
2        ~~sewer account.~~

3    B.   ~~Return of Utility Account Deposit.~~

4        ~~1.—An account holder with no delinquent utility charges or other delinquent charges owed~~  
5        ~~to the City of North Pole during the account holder's first twenty four months of their~~  
6        ~~utility account shall receive one hundred percent of their deposit(s) returned to them.~~

7        ~~2.—An account holder with only one month where their account carried delinquent utility~~  
8        ~~charges in the first twenty four months of their account and no delinquent charges in the~~  
9        ~~second twenty four months of their utility account and no other delinquent charges owed to~~  
10       ~~the City of North Pole shall receive one hundred percent of their deposit(s) returned to~~  
11       ~~them after twenty four months.~~

12       ~~3.—An account holder's utility deposit(s) shall be held until the account holder closes the~~  
13       ~~account if they have one month where their account carried delinquent utility charges~~  
14       ~~during the first forty eight months of their utility account.~~

15   B. C.   ~~Application of Deposit to Final Utility Charges.~~

16       1.   A utility account holder's utility deposit shall be applied to their final utility bill.  
17       Should there be an outstanding balance in the deposit after payment of the final utility bill,  
18       the balance shall be returned to the former account holder.

19       2.   The utility shall make a good faith effort to return the balance of a former utility  
20       account holder's outstanding utility deposit; however, any utility deposits returned or not  
21       claimed after a period of three months shall be transferred to sewer or water miscellaneous  
22       utility revenue account as appropriate. (Ord. 16-16 § 2, 2016; Ord. 15-05 § 2, 2015)

23   **13.24.130 Round-up utility rate. Repealed**

24   ~~A.—Voluntary Participation. Utility account holders may voluntarily choose to participate in the~~  
25   ~~round-up program and they may withdraw from the program at any time.~~

26   ~~B.—The round-up utility rate shall be calculated by rounding up the total monthly utility charge~~  
27   ~~on a utility bill to the nearest whole dollar amount; for example, a utility bill calculated at \$77.23~~  
28   ~~(seventy seven dollars and twenty three cents) would be rounded up to \$78 (seventy eight~~  
29   ~~dollars).~~

1    ~~C.—The revenue generated by the round-up program shall be used to support the emergency~~  
2    ~~utility customer payment fund established in NPMC 13.24.040.~~

3    ~~D.—Funds generated by the round-up program shall be deposited in a dedicated fund. (Ord. 16-~~  
4    ~~16 § 2, 2016; Ord. 15-05 § 2, 2015)~~

5

**Chapter 13.28**  
**LIEN ON REAL ESTATE FOR DELINQUENT UTILITY PAYMENTS**  
**AND ACCOUNT RESOLUTION PROCEDURES**

Sections:

**13.28.010 Lien rights.**

**13.28.020 Delinquent utility account resolution process.**

**13.28.010 Lien rights.**

A. The City of North Pole shall have a lien upon any and all real property serviced by any of the utilities referenced in this title for the payment of all charges incurred by the utility customer with the City. As according to AS 29.35.010(17) Extraterritorial jurisdiction, the City has legal authority to have a lien upon any and all real property serviced by any of the utilities to North Pole Utility customers outside of the city limits and within any water or sewer services areas authorized by the Regulatory Commission of Alaska. This lien shall be superior to any and all other liens to the maximum extent allowed under State law.

B. The Utility Billing Clerk shall maintain a list of all individuals whose utility accounts with the City are more than ninety days delinquent. The list shall include the name of the individual holding the account with the North Pole Utility, the legal description of the property serviced by the North Pole Utility, and the amount delinquent. The Utility Billing Clerk shall cause a lien to be recorded for the amounts owed, including fees, costs and attorney fees, ninety days from the date of delinquency.

C. The lien created in this section may be foreclosed upon pursuant to the procedures set forth in NPMC 13.28.020.

D. The customer of the City utility shall pay all administrative fees, costs and attorney fees incurred by the City in the collection of the delinquent utility bills and said amount shall be included in the lien in favor of the City. (Ord. 16-16 § 2, 2016; Ord. 11-04 § 2, 2011; Ord. 99-7 § 3, 1999)

**13.28.020 Delinquent utility account resolution process.**

A. Past due accounts. When a utility account is not paid in full by the due date listed on the utility bill, the account becomes past due. When the account balance becomes past due it is assessed a late charge calculated a 0.00875 percent on the past due account balance. Failure to receive mail will not be recognized as a valid excuse for late payments. The customer

1 whose account is past due shall receive their next regular utility bill indicating the account  
2 balance including any late and additional charges.

3  
4 When a utility account for a tenant becomes past due, the landlord shall be sent a notice that  
5 their tenant's account has become past due. The notice shall state that should the tenant not  
6 pay the next utility bill in full, the account shall be declared delinquent and the utility account  
7 shall be transferred to the landlord and the landlord shall be responsible for all past and future  
8 utility charges accrued for the account.

9  
10 B. Delinquent account. A utility account shall be declared delinquent if the balance of all  
11 charges due on the account are not paid in full by the due date for the first bill issued after the  
12 utility account became past due. If the delinquent account is for a tenant, when the account is  
13 determined to be delinquent, the North Pole Utility shall transfer the account to the property  
14 owner who will be responsible for all past and future charges assessed to the account.

15  
16 1. When an account has been determined to be delinquent, the North Pole Utility will send  
17 the account holder a notice by certified mail or other mail delivery service that provides  
18 acknowledgement of delivery. The notice will provide a copy of the most recent utility  
19 bill that shows the delinquent account balance; indicates the amount of the account  
20 balance, including all additional charges; and notification that the account holder has  
21 fifteen (15) business days from the date that the notice was mailed to pay in full the  
22 delinquent account balance or sign a legally binding confession of judgment that creates a  
23 payment plan.

24 a. The account balance shall include a late charge calculated at 0.00875 percent of the  
25 account balance with each successive bill that the account is past due or delinquent  
26 since the account became past due.

27 b. The utility account shall be assessed a liquidated damages fee of a \$25 (twenty-five  
28 dollar) to process and mail the delinquent notice.

29  
30 C. Seriously delinquent account. If a utility account is not paid in full by the due date of the  
31 second utility bill after the account became past due, the account shall be declared seriously  
32 delinquent, the City shall do the following:

33  
34 1. When an account has been declared to be seriously delinquent, the North Pole Utility will  
35 send the account holder a notice by certified mail or other mail delivery service that  
36 provides acknowledgement of delivery. The notice will provide a copy of the most recent  
37 utility bill that shows the delinquent account balance; indicates the amount of the account  
38 balance, including all additional charges; and notification that the account has been  
39 declared seriously delinquent and that the account has been turned over to the City  
40 Attorney for foreclosure.



2. If the North Pole Utility has declared a utility account to be seriously delinquent, the North Pole Utility shall add a liquidated damages charge to the account balance equal to applying and removing a lien; and turn the account over to the City Attorney for foreclosure.
3. The North Pole Utility shall be entitled to terminate water service to a delinquent utility account holder if the account holder has neither paid the delinquent utility account balance in full by the deadline specified in the notification of serious delinquency nor signed a confession of judgment, the City may initiate action to disconnect water service to the delinquent property service address. (NPMC 13.12.130(B)).
4. All legal fees and costs associated with resolving a delinquent utility account shall be borne by the property owner. The property owner shall be responsible for the delinquent account and any associated charges, costs or attorney fees.
5. All accounts not paid in full upon completion of the above process, including account holders who fail to timely satisfy the terms of a confession of judgment, shall be subject to foreclosure of the entire parcel of real estate served by the North Pole Utility by complaint filed in the District or Superior Courts of the State of Alaska, as appropriate for the amount due. Upon presenting proof of completion of the process set forth in this chapter, and after the passage of sixty days from service of the foreclosure complaint, the City shall be entitled to a judgment of foreclosure against the real estate and judgment against the property owner, unless the account has been paid in full plus costs, attorney fees and interest incurred until the account is paid in full.
6. Upon the sale of foreclosed real estate, the property owner shall be entitled to all proceeds in excess of the amount owed to the City, after payment of all costs of sale or any other costs or attorney fees incurred by the City in collecting on the account. (Ord. 16-16 § 2, 2016; Ord. 11-04 § 2, 2011)

~~A. Thirty Days Past Due Accounts. When a utility account becomes thirty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:~~

- ~~1. The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.~~

2.—The account holder shall be sent by regular U.S. mail a separate notification that the account is delinquent.

B.—Sixty Days Past Due Accounts. When an account becomes sixty days past due, the customer shall receive their regular utility bill indicating the account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1.—The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.

2.—A lien shall be filed against the property owner responsible for the account. If the utility account holder is a tenant, the lien shall be filed against the property owner.

3.—The utility account shall be assessed a liquidated damages fee equivalent to the charges to file and remove a lien plus a \$25 (twenty five dollar) filing fee.

4.—The account holder shall be sent a notice of account delinquency via mail indicating the amount of the account balance, including all additional charges, and notification that a lien has been filed against the property.

5.—The City will attempt to contact, by mail, the property owner if the delinquent account is for a tenant. It is the responsibility of property owners to notify the City of tenant owner relationships and to provide the City with current contact information.

C.—Ninety Days Past Due. When an account becomes ninety days past due, the account holder shall receive their regular utility bill indicating account balance including any additional charges. In addition to sending the account holder their utility bill, the City shall do the following:

1.—The account balance shall include a late charge calculated at 0.00875 percent of the delinquent account balance.

2.—A liquidated damages charge of \$50 (fifty dollars) shall be added to the account balance after determination of the late charge.

3.—The account holder shall be sent a notice of account delinquency via certified mail indicating the amount of the account balance, including all charges. The notification shall indicate the deadline that the account holder must pay the delinquent account balance or by

1 which they must sign a legally binding confession of judgment specifying a repayment plan  
2 to prevent a shutoff of water service.

3 4. *Repealed by Ord. 16-16.*

4 5.—The North Pole Utility shall be entitled to terminate water service to a delinquent  
5 utility account holder if the account holder has neither paid the delinquent utility account  
6 balance in full by the deadline specified in the certified mail notification nor signed a  
7 confession of judgment, the City shall initiate action to disconnect water service to the  
8 delinquent property service address. (NPMC 13.12.130(B)). Should it not be practical, at  
9 the sole discretion of the North Pole Utility, to disconnect the water service due to weather  
10 or other conditions, the North Pole Utility may initiate legal action to shut off water service  
11 to the property. Upon proof of compliance with this chapter, the City shall be entitled to a  
12 writ of assistance and an order allowing it to enter the premises served by the Utility for the  
13 purpose of shutting off the water service and to verify, at reasonable intervals based on the  
14 circumstances, that the water shutoff device has not been bypassed or tampered with.

15 6.—All legal fees and costs associated with resolving a delinquent utility account shall be  
16 borne by the account holder. In the case where the account is held by a tenant who fails to  
17 resolve the delinquent account, the landlord and tenant shall be jointly responsible for the  
18 delinquent account and any associated charges, costs or attorney fees.

19 7.—The City will attempt to contact by certified mail the property owner if the delinquent  
20 account is for a tenant. It is the responsibility of property owners to notify the City of  
21 tenant owner relationships and to provide the City with current contact information.

22 8.—All accounts not paid in full upon completion of the above process, including account  
23 holders who fail to timely satisfy the terms of a confession of judgment, shall be subject to  
24 foreclosure of the entire parcel of real estate served by the Utility by complaint filed in the  
25 District or Superior Courts of the State of Alaska, as appropriate for the amount due. Upon  
26 presenting proof of completion of the process set forth in this chapter, and after the passage  
27 of sixty days from service of the foreclosure complaint, the City shall be entitled to a  
28 judgment of foreclosure against the real estate and judgment against the account holder,  
29 unless the account has been paid in full plus costs, attorney fees and interest incurred until  
30 the account is paid in full.

31 9.—Upon the sale of foreclosed real estate, the property owner shall be entitled to all  
32 proceeds in excess of the amount owed to the City, after payment of all costs of sale or any

1        ~~other costs or attorney fees incurred by the City in collecting on the account. (Ord. 16-16~~  
2        ~~§ 2, 2016; Ord. 11-04 § 2, 2011)~~

**CITY OF NORTH POLE  
RESOLUTION 18-14**

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

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

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

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

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

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

**Michael W. Welch**

\_\_\_\_\_

**DeJohn Cromer**

\_\_\_\_\_

**Avery S. Thompson**

\_\_\_\_\_

**Perry Walley**

\_\_\_\_\_

**Doug W. Isaacson**

\_\_\_\_\_

**David A. Skipps Sr.**

\_\_\_\_\_

**Judy L. Binkley**

\_\_\_\_\_

**PASSED AND APPROVED** by a duly constituted quorum of the City Council of the City of North Pole, Alaska this \_\_\_\_ day of \_\_\_\_, 2018.

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

**ATTEST:**

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED

Yes:

No:

Absent:

**CITY OF NORTH POLE  
ORDINANCE NO. 18-31**

**AN ORDINANCE OF THE CITY OF NORTH POLE, ALASKA  
TO AMEND THE 2018 POLICE DEPARTMENT BUDGET**

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

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

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

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

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

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of North Pole that it approves changes as listed in the fiscal note to be attached to this ordinance for the purpose managing the City budget.

**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 \_\_\_\_ day of \_\_\_\_, 2018.

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

ATTEST:

\_\_\_\_\_  
Judy L. Binkley, North Pole City Clerk

PASSED/FAILED Yes: No: Absent:
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# City of North Pole

## Fiscal Note

Fiscal Year: 2018 Ordinance Number: 18-

Abbreviated Title: An Ordinance of the City of North Pole. Amending 2018 Budget

Sponsor: Mayor Welch, Chief Dutra and Tricia Fogarty Date: Nov 14, 2018

### Financial Detail

Fund	Account Description	Account Number	Debit	Credit
01	Leave Cash Out - Admin	01-51-1-006	3,000.00	
01	Audit & Finance - Admin	01-51-2-205		3,000.00
01	Office Equipment & Supplies-PD	01-53-3-335	852.41	
01	Equipment Outlay-PD	01-53-9-905		852.41
01	Building Maintenance-PD	01-53-7-700	6,000.00	
01	Wages Full Time – PD	01-53-1-001		6,000.00
01	Travel & Training – PD	01-53-5-510	3,500.00	
01	Wages Full Time – PD	01-53-1-001		3,500.00

Approved by: Tricia Fogarty, CFO

**NOTE:** Fiscal Notes are amendments to the budget, after ordinance approval.