

ADDITIONS TO AGENDA ARE IN BOLD

AGENDA
REGULAR MEETING
OF THE CITY COUNCIL
FOR THE CITY OF THORNE BAY:
CITY HALL COUNCIL CHAMBERS

TUESDAY February 21, 2017, 6:30 p.m.

There will be a workshop beginning at 6:00 p.m.
The public is invited and encouraged to attend

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS: (City Administrator & City Clerk)
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
 - A. Minutes for the February 7, 2017, Regular City Council Meeting, discussion and action item:
10. NEW BUSINESS:
 - A. Resolution 17-02-21-01, adopting an alternative allocation method for the FY17 Shared Fisheries Business Tax Program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 19, Southern Southeast, discussion, and action item:
 - B. **Authorizing the Mayor or Mayor Designee to enter into an agreement with Waste Management Sustainability Services and Industrial Waste Services, discussion and action item:**
11. ORDINANCE FOR INTRODUCTION:
 - A. Ordinance 17-03-07-01, amending Title 3-Revenue and Finance, discussion and action item:
 - B. Ordinance 17-03-07-02, amending Title 18-Harbor, Chapter 18.30- Rules for use of the Harbor Facilities, discussion and action item:
12. EXECUTIVE SESSION:
13. CONTINUATION OF PUBLIC COMMENT:
14. CONTINUATION OF COUNCIL COMMENT:
15. ADJOURNMENT:

MINUTES FOR THE REGULAR MEETING
OF THE CITY COUNCIL, CITY OF THORNE BAY:
CITY HALL COUNCIL CHAMBERS
TUESDAY, February 7, 2017, 6:30 p.m.
There was a workshop held at 6:00 p.m.

1. CALL TO ORDER:

Mayor Gould called the meeting to order at 6:30 p.m.

2. PLEDGE TO FLAG:

The council and audience stood for the pledge to the flag.

3. ROLL CALL:

Gould, Carlson, Slayton, Edenfield and Burger were present. Hartwell and McDonald attended by phone.

4. APPROVAL OF AGENDA:

Gould moved to approve the agenda. Hartwell seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda

F/S: Gould/Hartwell

YEAS: Burger, Gould, McDonald, Carlson, Slayton, Edenfield and Hartwell

NAYS: None

STATUS: Motion Passed.

5. MAYOR'S REPORT:

Mayor Gould gave an update on the two recent orders received from Judge George regarding Case 1 CR-15-00013 CI.

1. Order granting the City's motion to accept late-filed opposition, accepting Lanes reply and denying Lanes motion to compel.
2. Order awarding the City of Thorne Bay Attorney Fees of \$86,591.40.

6. ADMINISTRATIVE REPORTS: (City Administrator & City Clerk)

City Administrator Wayne Benner read his report. (Report Attached)

City Clerk reminded the City Council that Public Financial Disclosure Statements were due by March 15th.

VPSO Buck Bazinet informed the City Council and audience of his current job duties and his newly added duties as VPSO. VPSO Bazinet commented on concerns that he is not in town enough, and stated that when he is not in town, there are troopers around. VPSO Bazinet stated that he may be reached by phone, and urged people to call if they need him for anything. If he could not respond, he would inform as to who would be available. VPSO Bazinet contact number (907) 254-8849. VPSO Bazinet stated he strongly supported a second VPSO. VPSO Bazinet also commented on Omni alert and recommended that Thorne Bay join.

7. PUBLIC COMMENTS:

Karen Peterson commented on the following:

- Doug MacAllister is currently in Ketchikan at the Hospice. He is in room 228 for all who wish to call him or stop to visit. He will not be returning to Thorne Bay. Doug was a member of the "Friends of the Library" and stuck with the library through the years even when others quit. Doug put on bar-b-ques at the library on the scheduled Council meeting days.
- Update on funding request from Legislatures for new library. (Full comments are attached to the minutes)
- Omni alert System... Currently Omni-Alert is being used by few communities on the Island for free through grant funding. The grant will end soon and there will be a charge for using the system. Peterson gave a brief overview of how the system worked and encouraged Thorne Bay and residents of Thorne Bay to sign up for Omni-Alert. The system sends out alerts by telephone hardline, cell phone, email, and texts.

EMS Captain Bruce Maldonado commented on the following:

- Omni-Alert cost when grant funding runs out is estimated to be around \$200.00 per year.
- Commented on the Omni-Alert system and benefits. System works well, notifies you through email, text, and telephone calls.

Jim McFarland commented on the following:

- Expressed appreciation to the City Council, past Councilmembers, and City Staff for getting through the lawsuits the City has been through.
- Basketball games in Thorne Bay the week of February 13-17, the games will be 3 to 4 days, not sure which dates exactly.
- ASC meeting Thursday, February 16th at the Thorne Bay Café. There will be dinner available through the school kids fundraising dinner nights.
- ASC is looking for a new Secretary and Treasurer, and requested that anyone interested in joining the ASC, contact the School to find out more information.

8. COUNCIL COMMENTS:

Gould thanked AML/JIA for supporting the City through the lawsuit and informed the public that AML/JIA had paid for 99% of the lawsuit costs for attorney fees. Gould stated he would be sending AMLJIA a thank you card.

9. CONSENT AGENDA:

A. Minutes for the January 17, 2017, Regular City Council Meeting, discussion and action item:

Gould moved to approve the consent agenda consisting of the January 17, 2017, City Council Minutes. Hartwell seconded the motion. Carlson noted a spelling error on page 5 under Ordinances for Public Hearing, changing the word "elevate to alleviate". There was no further discussion.

MOTION: Move to approve the consent agenda consisting of the January 17, 2017, City Council Minutes

F/S: Gould/Hartwell

YEAS: Edenfield, Carlson, Slayton, Gould, Hartwell, McDonald and Burger

NAYS: None

STATUS: Motion Passed.

10. NEW BUSINESS:

A. Resolution 17-02-07-01; requesting the Supporting the POWCAC Resolution 17-01- Transportation Priority List for Prince of Wales Island 2017, discussion and action item:

Gould moved to approve Resolution 17-02-07-01. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to approve Resolution 17-02-07-01

F/S: Gould/Edenfield

YEAS: Slayton, Hartwell, Gould, Burger, Edenfield, McDonald and Carlson

NAYS: None

STATUS: Motion Passed

B. Hazardous Mitigation Plan review, discussion and possible action item:

Gould moved to update the Hazardous Mitigation Plan. McDonald seconded the motion. Gould informed the council and public that the Hazardous Mitigation Plan was important to keep updated for emergency planning and potential grant funding. McDonald inquired how long it would take to update the plan? Wayne Benner replied that it wouldn't take too long since the plan is already in place, just a few changes to make sure everything in it was up to date. There was no further discussion.

MOTION: Move to update the Hazardous Mitigation Plan

F/S: Gould/McDonald

YEAS: Burger, McDonald, Edenfield, Gould, Hartwell, Slayton and Carlson

NAYS: None

STATUS: Motion Passed.

11. ORDINANCE FOR PUBLIC HEARING:

- A. Ordinance 17-02-07-01, amending Title 10-Vehicles and Traffic, Chapter 10.04-General Provisions, Section 10.04.030-Title 13-Provisions Adoption by Reference – ATV Code Amendments, discussion, and action item:

Gould moved to approve Ordinance 17-02-07-01. Burger seconded the motion. Hartwell inquired if this was the final reading for the Ordinance Amendment. Gould stated the Ordinance had been through many readings, and he had hoped the council could be more liberal with the ATV rules, however the City is bound by State Law to follow their registration, licensing, and insurance requirements. There was further discussion.

MOTION: Move to approve Ordinance 17-02-07-01
F/S: Gould/Burger
YEAS: Hartwell, Carlson, Burger, Edenfield, McDonald, Slayton and Gould
NAYS: None
STATUS: Motion Passed.

12. EXECUTIVE SESSION: The City Council may adjourn to executive session to discuss matters in the immediate knowledge of which would clearly have an adverse effect upon the finances of the City:

- A. Subject of the Executive Session: Gary Anderson project funding proposal, discussion, and action item:

Gould moved to adjourn to executive session to discuss matters in the immediate knowledge of which would clearly have an adverse effect upon the finances of the City Subject of discussion will be Gary Anderson project funding proposal. Edenfield Seconded the motion. Gould invited Gary Anderson, Wayne Benner, and Teri Feibel into the executive session. There was no further discussion.

MOTION: Move to adjourn to executive session to discuss matters in the immediate knowledge of which would clearly have an adverse effect upon the finances of the City Subject of discussion will be Gary Anderson project funding proposal
F/S: Gould/Edenfield
YEAS: McDonald, Burger, Carlson, Gould, Hartwell, Slayton and Edenfield
NAYS: None
STATUS: Motion Passed.

Adjourned for executive session at 7:18 p.m.
Meeting reconvened at 7:33 p.m.

Gould moved to approve the project proposal submitted by Gary Anderson. Burger seconded the motion. There was no further discussion.

MOTION: Move to approve the project proposal submitted by Gary Anderson
F/S: Gould/Burger
YEAS: Edenfield, Burger, Hartwell, Carlson, Gould, Slayton and McDonald
NAYS: None
STATUS: Motion Passed.

13. CONTINUATION OF PUBLIC COMMENT:

Janelle Wehrman commented on the following:

- EMS Bake Sale on Saturday 10-2, at the Bay Chalet during the Bazar.

14. CONTINUATION OF COUNCIL COMMENT:

Edenfield thanked the Community for their continued support of the City Staff and Councilmembers. Gould and Carlson agreed, and thanked the Community.

15. ADJOURNMENT:

Gould Adjourned the meeting at 7:35 p.m.

James Gould, Mayor

ATTEST:

Teri Feibel, CMC

Attachments:

1. Administrator Report
2. VPSO Job Description (Overview given in the Administrative Reports)
3. Karen Peterson report on Library

ADMINISTRATOR'S REPORT 2-7-17 Wayne Benner

Meetings Attended and Updates:

1. Next POWCAC meeting, conducted by Mayor Gould, is January 24th at the St. John Catholic Church in Klawock.
2. The next POWLAT meeting is January 26th at the VOTEC building in Klawock.

Tasks and Projects:

1. Legislative grant requests were sent out Feb 2nd although they gave and 10-day extension due to complications in accessing the state website.
2. Working on the Harbor parking proposal
3. Working on finance codes and have a printout of who has paid sales tax that I want to finish reviewing and then will send out to the council

New Business:

- A. Resolution 17-02-07-01 requesting Support for the POWCAC Resolution 17-1 Transportation Priority List for Prince of Wales Island 2017. The List remains the same as last year with a couple small items removed as completed. The Kasaan Road Improvement is still number 1 priority in the surface transportation priorities.
- B. Hazardous Mitigation Plan Update. In 2012 the City with the help of FEMA completed and the council adopted a Hazardous Mitigation Plan. It is now time for the 5 year review and update. The update should not take as much time as the initial plan but it will require some staff time.

Ordinances for Public Hearing: Ordinance 17-02-07-01 is continuation of the hearing on amending the ATV ordinance. This version has been reviewed and edited by the City legal counsel. Some wording has changed to insure the entire ordinance complies with and is cross referenced with Alaska law. This has helped condense the code as requested. Thorne Bay is one of only a few communities that allow ATV/Golf cart to intermix with motorized vehicles on public roads.

Harbors: With the demand for ATVs on the harbor docks, the plan is to restrict them from parking on the docks but make provisions for the ATVs on the paved area by the restrooms. Hopefully this will encourage people to use ATVs more. There will be 4 to 5 vehicle parking spots created directly off Shoreline Drive for short term, handicap and Taquan van parking. There will be an opening for emergency vehicles if there is a real need to have a vehicle closer to the ramp. Another problem is when vehicles are parked by the ramp, they block access for everyone else trying to use the ramp. There will be a loss of a couple spaces and those seeking longer parking or overnight will need to park in the other areas that we will also be working on to expand spaces. I hope to have a drawing shortly that will show what is being proposed.

Streets and Roads: Again one of the residents on the Southside provided a nasty voice mail using mostly 4 letter words attacking the city and employees. The freezing, thawing (little thawing on the south side) makes it very difficult keeping up with the traffic creating pot holes. Looks like starting Friday we will be in for another week of rain on frozen ground which is going to create some hazardous driving conditions.

Water and Sewer: Well the big leak we have been chasing finally surfaced right at the turn before the line crosses Deer Creek. With old age and lack of a thrust block the valve housing pushed away from the main line. Another couple 10 feet away actually was missing bolts that had rusted off. That work has been repaired but using the high tech listening equipment from the RWWA we have detected another small leak in the same area as well as a leak just across Deer Creek. What makes me nervous is that the line under Deer Creek may be shifting hence the leaks on both sides. Pictures... If the leaks are not enough, the pump went out at Water lake Friday. Remember a few years ago, the push to have replacement parts and pumps on hand? Well it has sure paid off these last couple of weeks. Now the expense of restocking. The good news is one of our local citizens drove by taking pictures as there were 6 people standing around and 3 in the trench working. The 3 city crewmembers were in the trench shoveling as the rural water workers were tracing the leak with sound equipment. DOWL engineers were talking with me on the water testing and an insurance adjuster in town investigating worker's disability fraud.

Solid Waste: WM has sent out a revised scrap metal agreement for SEASWA to review. The Authority's goal is to have an agreement approved so by March the agreement could be sent to the communities for their approval. Scrap metal prices are on the rise. The agreement will have a couple pages of standard language with addendums specific to individual communities.

Law Enforcement: All the activity around Thorne Bay lately is showing that a 2nd VPSO would be very helpful. Especially to slow a few of the speeders.

FIRE/EMS: Had one fire call out to a fire in a trailer where a fire had started in the flooring next to a wood stove. Another fire call out to Kasaan yesterday and an EMS call out on Sunday.

Library: Library is back to normal hours with running water.

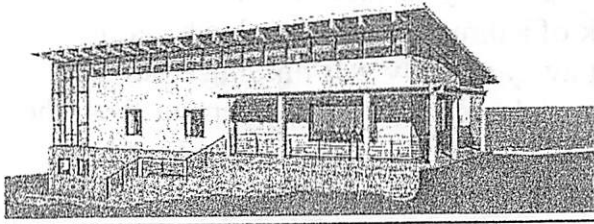
VILLAGE PUBLIC SAFETY OFFICER Emergency Manager (VPSO-EM)

JOB SUMMARY: The VPSO-EM's primary responsibilities include the following: Law Enforcement / Emergency Management / Firefighting / Emergency Medical Services / Probation & Parole Monitoring / Search and Rescue / and Other Public Safety Services.

1. **Law enforcement:** 37% **Probation and parole monitoring:**
2. **Emergency Management:** 30% **Travel to State/Federal sponsored Emergency Management trainings/activities.**
3. **Fire:** 10%
4. **Emergency Medical Services:** 13%
5. **Search and Rescue:** 3%
6. **Other public safety Services:** 7%

SECONDARY FUNCTIONS:

- Work effectively in a cross-cultural situation.
- Maintain confidentiality regarding clients and program matters.
- Abide by CCHITA Personnel Policies and Procedures Manual as established by the Board of Directors.
 - Comply with the Alaska State Troopers VPSO-EM SAR Manual.
 - Perform other reasonable duties as assigned by the Community Services Program Coordinator.



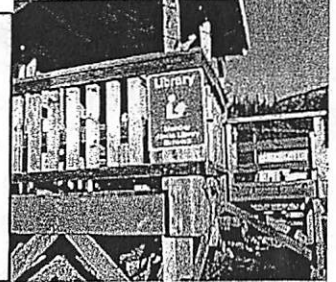
NEWTHORNE BAY PUBLIC LIBRARY 2017

VOLUME 5, ISSUE 1

THORNE BAY LIBRARY

Promoting a Library in the Community of Thorne Bay

URGENT: Thorne Bay Library has been on **REDUCED HOURS** due to frozen pipes in the ground. The Library did not have running water or working drains. While the Library was without functioning plumbing it was only be open during the hours that City Hall was open. This situation brought to light several health and safety issues at the Library.



IMMEDIATE NEEDS FOR LIBRARY REPAIR! ESTIMATED AT \$21,000

Thorne Bay Library is a sub-standard building in need of some critical repairs. While the building itself is in dire need of being replaced—it will not last another year with out the investment of some serious repairs.

Friends of the Thorne Bay Library are looking at working with the City this spring on a major facelift of the library—including a repair of the plumbing issues.

The City has estimated the following items need to be repaired or replaced:

- *Skirting around the trailer
- *Replace toilet & plumbing
- *Remove old stove and sink
- *Replace bad flooring

The City is looking for Capital Funding to realize these repairs and while the Friends of the Thorne Bay Library advocates for **NEW CONSTRUCTION** funding we realize that these repairs are urgent and will impact the ability of the public to use the building.

We understand that **NEW LIBRARY CONSTRUCTION FUNDING** will likely not be available this year but we hope that you will seriously consider it.

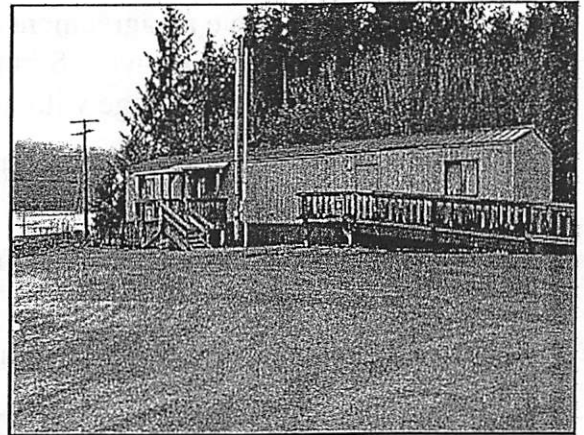


Photo of the Thorne Bay Library—the former Naukati One Room School that was discarded by Southeast Island School District over 10 years ago.

Library Funding UPDATE

Friends of the Thorne Bay Library have passed our community **cash match** for the future Thorne Bay Library. Our initial goal was **\$75,000** which was estimated by the Foraker Group as reasonable for a community the size of Thorne Bay (pop.550). Through a variety of fundraising efforts, including wine tastings, book sales, raffles and bake sales, the

Friends will likely pass this goal this year.

We are well on our way to doubling our fundraising goal to **\$150,000!** We estimate this will be close to **10%** of the entire cash construction cost. As we have focused on raising funds, we have gotten the support of many community members and our membership is rising!

Cost of IMMEDIATE Repairs

Skirting Around Trailer	\$3,700
Replace toilet	\$500
Repair flooring	\$7,500
Remove old stove & sink, remodel	\$9,000
Paint & other items	\$215
TOTAL NEED	\$21,000

Karen Petersen
Attachment 2 - February 7, 2017 Council minutes.

The Thorne Bay Library project is a partnership with the City of Thorne Bay and the Friends of the Thorne Bay Library. A signed MOU guides this partnership effort towards a new library.

The City Council voted UNANIMOUSLY to move forward with the grant application to the State of Alaska and to place this project is on the city's CIP list for FY2017. Additionally—the city has submitted a CAPSIS request for the funding!

Friends of the Thorne Bay Library
 P.O. Box 19273
 Thorne Bay, AK 99919
 (907) 821-2681
 A.501 (c) 3 organization

City of Thorne Bay
 P.O. Box 19110
 Thorne Bay, AK 99919
 (907) 828-3380

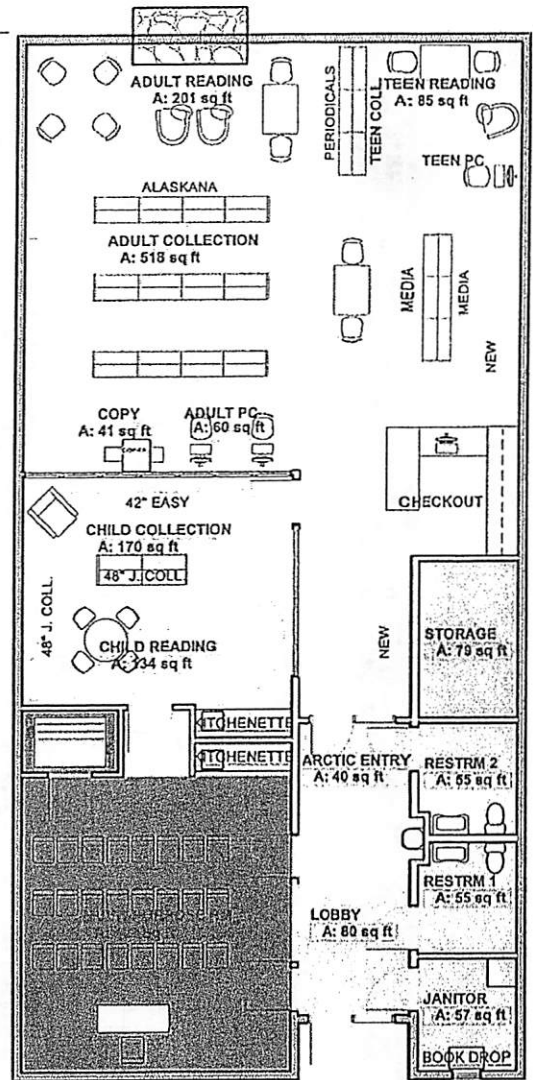


LIBRARY FLOOR PLAN

The new Library will provide a large meeting room of approximately 430 SF that will function as a multipurpose space for Library and community activities. It is sized to seat 20-25 people. It will have audio-video capabilities, a kitchenette for craft activities and coffee service, storage for OWL equipment, chairs and tables. The program space will be designed so it can be opened up to the lobby, allowing large meetings to have overflow capacity into the lobby/entry area.

There will be a dedicated space in the Library for teens to gather, meet, access the Young Adult Collection, read and study. Computers will be located for Teen use along with table seating and a lounge chair. This area will be easily visible from the circulation desk and adult areas, but separate from Adult lounge areas.

The Children's Area will be near the entry and the meeting room. Shelving will be low, allowing good oversight from the circulation desk and easy access to materials, low canopy tops for displaying books, and visibility throughout the room. There will be space for a comfortable chair or small sofa for parent and child to read together. Small scale children's furniture can easily be moved to open up program space for small groups.



Friends of the Thorne Bay Library offer Walking Tours to the small cruise ships that come to Thorne Bay and here is a group of visitors learning about Thorne Bay's Timber Industry. ↓



Matrix
Alaska Library Association
Library Construction and Major Expansion Matching Grant Program Update FY2016 *

Library Construction and Major Expansion Grant Funding to Communities to Date Totals

Cordova – Kenai – Seward – Petersburg – Barrow – Sutton – Soldotna – Ketchikan – Skagway – Kodiak – Talkeetna – Sitka - North Pole – Juneau – Wasilla (partial)

Communities Requesting FY 2017 Public Library Construction Funding

Community	Project Type	Site Ownership	Space Program	Design Concept	Legislative Priority	Cost Estimate	Local Funding	State Funding Request	Timing For State Funding
Thorne Bay	New Facility	Yes-City	2,900 SF	Yes	Yes	\$2.7M	Local Fundraising + In Kind + Grants	\$1.4M	FY2017
Coffman Cove	New Facility	Yes-City	3,100 SF	Yes	Yes	\$2.3M	City Funding + Grants + Local Fundraising	\$1.2M	FY2017

Communities Preparing Applications for FY 2017 Public Library Construction Funding

Community	Project Type	Site Ownership	Space Program	Design Concept	Legislative Priority	Cost Estimate	Local Funding	State Funding Request	Timing For State Funding
Craig	Expansion	Yes-City	3,600 SF	In Process	Yes	\$2.3M	City + Grants + In-Kind Donations + Local Fundraising	TBD	FY2017
Tok	New Facility	Yes-Library Association	3,000 SF	In Process	Yes	\$775K	In-Kind Donations + Local Fundraising + Grants	TBD	FY2017
Willow	Addition	Yes-MatSu Borough	6,500	In Process	Not Confirmed	\$5.5-6M	Borough + Local Fundraising + Rasmuson	TBD	FY2017 or 18
Haines	Addition	Haines Borough	1,300	In Process	Not Confirmed	\$1.2M	Borough + Local Fundraising	\$250,000K	FY2017

Communities In the Early Stages of Planning

Palmer - Haines – Unalaska

*Please be aware that several communities (Anchorage, Juneau, Anchor Point, Ester) have received funding or are requesting funding for library construction projects that do not fall under the Library Construction and Major Expansion Matching Grant Program guidelines through DCEED.

Updated 1/14/2016

RESOLUTION 17-02-21-01
CITY OF THORNE BAY

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA; ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY17 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 19, SOUTHERN SOUTHEAST

WHEREAS, the City Council is the governing body for the City of Thorne Bay, Alaska; and

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY17 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2015 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by the Department of Commerce, Community, and Economic Development; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of the Department of Commerce, Community, and Economic Development, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of the relative significant effect of fisheries business activity on the respective municipalities in the area; and,

WHEREAS the City of Thorne Bay City Council proposes to use an alternative allocation method for allocation of FY17 funding available within the FMA 19: SOUTHERN SOUTHEAST in agreement with all other municipalities in this area participating in the FY17 Shared Fisheries Business Tax Program;

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Thorne Bay by this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effect during 2015 of fisheries business activity in the FMA 19: SOUTHERN SOUTHEAST:

All municipalities share equally 50% of allocation; all municipalities share remaining 50% on a per capita basis.

Ketchikan Gateway Borough population is reduced by the population of the Cities of Ketchikan and Saxman

PASSED AND APPROVED February 21, 2017

James Gould, Mayor

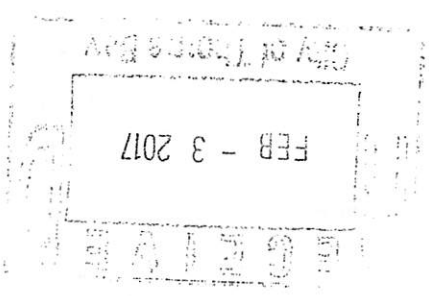
ATTEST:

Teri Feibel, CMC

FMA 19: Southern Southeast Area

Alternative Method*	Business Tax			Landing Tax		TOTAL
	Total allocation:	50% Divided	50% per capita	50% per capita share	50% per capita share	
	\$44,113.02	\$22,056.51	\$22,056.51			
Community	Population	50% divided share	50% per capita share	Calculated Allocation		
Craig	1,180	\$2,757.06	\$1,551.42	\$4,308.49	\$0.00	\$4,308.49
Hydaburg	402	\$2,757.06	\$528.54	\$3,285.60	\$0.00	\$3,285.60
Kasaan	86	\$2,757.06	\$113.07	\$2,870.13	\$0.00	\$2,870.13
KGB	5,088	\$2,757.06	\$6,689.53	\$9,446.59	\$0.00	\$9,446.59
Ketchikan	8,277	\$2,757.06	\$10,882.31	\$13,639.38	\$0.00	\$13,639.38
Klawock	820	\$2,757.06	\$1,078.11	\$3,835.17	\$0.00	\$3,835.17
Saxman	413	\$2,757.06	\$543.00	\$3,300.06	\$0.00	\$3,300.06
Thorne Bay	510	\$2,757.06	\$670.53	\$3,427.59	\$0.00	\$3,427.59
Totals	16,776	\$22,056.51	\$22,056.51	\$44,113.02	\$0.00	\$44,113.02
Community Count	8					

*All municipalities share 50% of allocation equally; share remaining 50% on a per capita basis.
 **Ketchikan Borough Population = Borough (13,825) - Cities of Saxman and Ketchikan.



WM SUSTAINABILITY SERVICES AND INDUSTRIAL WASTE SERVICES AGREEMENT

This Industrial Waste Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown below by and between City of _____, on behalf of its subsidiaries and affiliates (collectively, "Customer") and Waste Management National Services, Inc., on behalf of its subsidiaries and affiliates providing the services to Customer (collectively, "WMNS").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. WMNS may dedicate to the performance of this Agreement a WMNS Sustainability Services Resource Manager ("RM") whose obligations hereunder shall be to serve in a consultative capacity for the management of Customer's waste, and to perform the specific scope of services set forth in the Scope of Work, as amended, which shall become an Exhibit B to this Agreement. In addition, WMNS will provide Customer with collection, management, transportation, disposal, treatment and recycling services ("Services") for Customer's solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Rebated recycling services will be subject to Exhibit R attached hereto. **Solid Waste** means garbage, refuse and rubbish and organic wastes including those which are recyclable. **Special Waste** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with any applicable law or regulation. **Hazardous Waste** means any hazardous, toxic or radioactive substances; as such terms are defined by any applicable laws or regulations. "Nonconforming Waste" is waste that is not in accordance with waste descriptions given by Customer under this Agreement and/or prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement or any material containing information (in hard copy of electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), or other regulations or ordinances, and other materials requiring special handling in accordance with any applicable law or regulations. Customer agrees to notify WMNS of every opportunity to bid on Services needed by Customer. When WMNS handles Special or Hazardous Waste for Customer, Customer will provide WMNS with a Generator's Waste Profile Sheet ("Profile Sheet") describing all Special or Hazardous Waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by WMNS, Customer shall, at the time of tender, provide to WMNS accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the Special or Hazardous Waste under all applicable federal, state or local laws or regulations.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all Industrial Waste delivered by Customer to WMNS or its Subcontractors shall not be or contain any Nonconforming Waste. . Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste. Customer shall provide WMNS and its Subcontractors a safe work environment for Services performed on any premises owned or controlled by Customer.

3. WASTE CHARACTERIZATION SERVICES. If WMNS provides waste characterization services, Customer shall certify to WMNS that the information supplied by Customer regarding the Waste Material shall be true, correct, complete and accurate. Customer shall be solely and strictly liable for any damages or losses arising from inaccuracies in the information supplied by Customer. WMNS will not sign any generator documentation, including, but not limited to, Profile Sheets or manifests.

4. TERM OF AGREEMENT; TERMINATION. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth below. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least sixty (60) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Either party may terminate this Agreement, or a particular location serviced under this Agreement, by giving five days written notice if the other party materially breaches this Agreement, provided however that written notice has been provided to the defaulting party and this party has failed to correct its deficient performance within a reasonable time period (not to exceed 30 days).

5. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Title to waste provided by Customer to WMNS is transferred to WMNS upon WMNS' receipt or collection unless otherwise provided by applicable law. WMNS shall have the right to inspect, analyze or test any Industrial Waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, WMNS can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense.

6. SPECIAL HANDLING; TITLE. If WMNS elects to handle, rather than reject, Nonconforming Waste, WMNS shall have the right to manage the same in the manner deemed most appropriate by WMNS given the characteristics of the Nonconforming Waste. WMNS may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to WMNS upon its final acceptance of such waste.

7. WMNS WARRANTIES. WMNS hereby represents and warrants that: (a) WMNS and the RM will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. The RM working at the facility will be trained on safe work practices and will work in compliance with applicable regulations including HAZCOM standards and HAZWOPER requirements except as provided herein, WMNS makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A, which may be modified as agreed upon by the parties. Customer shall pay all invoices in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice in the amount of 2.5% of the outstanding balance or such lesser amount to the maximum extent allowed by applicable law. Customer acknowledges that any late

fee charged by WMNS is not to be considered as interest on debt, is not a penalty, that the damages incurred by late payment are difficult to measure, and that the late fee is a reasonable charge for late payment.

9. INDEMNIFICATION & INSURANCE.

A. Mutual Indemnification for Personal Injury, Property Damage and Violation of Law

WMNS and Customer (each, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, and its parent, corporate affiliates, subsidiary companies, owners, officers, directors and employees (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal, bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees, or damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by: 1) the Indemnitor's breach of any representations, covenants or warranties set forth in this Agreement; or 2) the indemnitor's or its employees', officers', owners', corporate affiliates' or Subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law in the performance of this Agreement. Notwithstanding anything stated herein, no Indemnitee shall be entitled to the benefits of this indemnity Section 9 with respect to any Liabilities to the extent they arise as a result of any gross negligence or willful or reckless misconduct of any Indemnitee.

B. Environmental Indemnification

WMNS agrees to indemnify, hold harmless and defend the Customer, its owners, officers, directors, and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, caused by the services provided by WMNS under this Agreement with respect to Customer's conforming waste materials; provided, however, the obligation of WMNS to indemnify the Customer shall not apply to any Liabilities relating to Nonconforming Waste or involving waste products disposed of or handled in facilities that are designated for use or engaged by Customer or designated by state, county or local law or ordinance unless such facilities are owned or operated by WMNS.

Customer agrees to indemnify, hold harmless and defend WMNS, its owners, officers, directors, corporate affiliates and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of Customer's tender or delivery of Nonconforming Waste to WMNS or its Subcontractors.

C. **Damages.** Neither party shall be liable to the other for consequential, indirect or punitive damages arising out of the performance (or non-performance) of this Agreement. Both parties agree to adhere to the insurance requirements outlined in Exhibit C.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, labor disputes, strikes, riots, imposition of laws or governmental orders, fires, or acts of God, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. In the event WMNS sells all or a portion of its business which provides services to Customer, Customer agrees this Agreement with respect to locations affected by such sale is terminated, however, WMNS will propose to Customer alternative ways to perform the Services lost as a result of the sale.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of Industrial Waste and supersedes any and all terms and conditions contained in any agreements, purchase or work orders, bids or proposals, whether written or oral, between the parties regarding the same; excluding, however, any service agreements under which any subsidiary or affiliate of WMNS is providing any leased equipment, in which case the equipment information, term, termination and liquidated damages provisions of any service agreement as it pertains to the equipment only, shall prevail.

13. EQUIPMENT. The equipment WMNS furnishes to Customer will remain WMNS' property. Customer will be responsible for any loss or damage resulting from Customer's handling of the equipment, except for normal wear and tear. Customer will not overload by weight or volume, move or alter the equipment and will take reasonable precautions to prevent others from doing the same. Customer will use the equipment only for its intended purpose. On collection day, Customer will provide unobstructed access to the equipment. If the equipment is inaccessible or overloaded by weight or volume, Customer's service will be subject to an additional charge. Provided such vehicles are within the legal road weights for public routes taken to Customer's location(s), WMNS will not be responsible for damage to Customer's driving surfaces resulting from the weight of WMNS' vehicles or equipment.

14. CONFIDENTIALITY. Except as required by law, the parties agree that the rates set forth on Exhibit A, a Confirmation Letter, including any adjustments thereto, and any other pricing information shall be considered confidential and shall not be disclosed to third parties without the other party's written approval.

15. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay WMNS all amounts due hereunder, WMNS will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) Customer shall be liable for all taxes, fees and other charges imposed upon the disposal of Customer's Industrial Waste and the services rendered by WMNS under this Agreement by federal, state, provincial or local laws or regulations; (c) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed and the dispute arose; (d) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (e) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the authorized representatives of the parties on _____, 20__.

CITY OF _____
("Customer")

By: _____

Name: _____

Title: _____

WASTE MANAGEMENT NATIONAL SERVICES, INC.
("WMNS")

By: _____

Name: _____

Title: _____

**WM SUSTAINABILITY SERVICES AND
INDUSTRIALWASTE SERVICES AGREEMENT**

Exhibit A

WM Profile # _____

CWM Profile # _____

USTOMER BILLING ADDRESS
Contact Phone:

CUSTOMER CONTRACTING ADDRESS <i>(If different from Billing Address)</i>
Contact Phone:

CUSTOMER SERVICE LOCATION <i>(If different from Billing Address)</i>
Contact Phone:

WM Customer Service Phone:		WM Contact:		WM Contact Phone:	
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Service Information				
Generator:				
Ground Transporter:				
Rail Transporter:				
General Contractor:				
Disposal Cost:				
Profile Fee:				
Additional Cost: (describe)				
Additional Cost: (describe)				
Taxes:				
Transportation Fee:				
Containers provided by WM:	Quantity:	Size:	Quantity:	Size:
	Quantity:	Size:	Quantity:	Size:
	Quantity:	Size:	Quantity:	Size:
Pick-up Frequency:				
Contract Expiration Date:				
Additional Information:				
Salesperson Code:	State 2 digit code:	Waste CAT: <input type="checkbox"/> BA <input type="checkbox"/> EV	Waste Type: <input type="checkbox"/> MD <input type="checkbox"/> SP <input type="checkbox"/> ID <input type="checkbox"/> HZ	

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT BETWEEN THE PARTIES DATED: _____

* The Schedule of Fees attached hereto is incorporated herein.

WMNS	CUSTOMER
By: _____	By: _____
Name: _____	Name: _____
Date	Date

EXHIBIT B
Scope of Work

EXHIBIT C

INSURANCE

Each party shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance covering activities performed under, and contractual obligations undertaken in, this Agreement;

	<u>COVERAGE</u>	<u>LIMITS</u>
(a)	Worker's Compensation	Statutory \$500,000
(b)	Employer's Liability	\$500,000 per occurrence
(c)	General Liability	\$5,000,000 combined (bodily injury/property damage) single limit
(d)	Automobile Liability	\$2,000,000 per occurrence (bodily injury/property damage)
(e)	Pollution Liability	\$3,000,000 per occurrence \$6,000,000 aggregate

- A. Certificate of Insurance. Prior to commencing the Work, each party shall furnish to the other party certificates of the insurance required in the above sections. Such certificates shall provide that thirty (30) days written notice shall be given to the other party prior to cancellation of or material change in the coverage.
- B. Additional Insured. Each party shall name the other party as an additional insured to the extent of their indemnity obligation on their respective General Liability and Automobile Liability insurance policies.
- C. Non-Waiver. FAILURE OF WMNS OR CUSTOMER TO PROVIDE INSURANCE AS HEREIN REQUIRED OR FAILURE OF WMNS OR CUSTOMER TO REQUIRE EVIDENCE OF INSURANCE OR TO NOTIFY THE OTHER PARTY OF ANY BREACH OF THE REQUIREMENTS OF THIS PARAGRAPH SHALL NOT BE DEEMED TO BE A WAIVER OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT, NOR SHALL THEY BE DEEMED TO BE A WAIVER OF THE OBLIGATIONS TO DEFEND, INDEMNIFY, AND HOLD HARMLESS AS REQUIRED HEREIN.
- D. The above insurance requirements are minimum requirements and shall not limit either party's liability to the other in any manner.

CITY OF THORNE BAY
ORDINANCE 17-03-07-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY,
ALASKA, AMENDING TITLE 3-REVENUE AND FINANCE

BE IT ENACTED BY THE CITY COUNCIL FOR THE CITY OF THORNE BAY,
ALASKA

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 3- Revenue and Finance; is hereby amended.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED March 7, 2017

James Gould, Mayor

ATTEST:

Teri Feibel, CMC

[First Original Reading: May 19, 2015]
[Second Introduction Reading: February 21, 2017]
[Public Hearing: March 7, 2017]

Additions are in bold
Deleted items are ~~stricken~~

REVENUE AND FINANCE
Chapter 3.17
CONSUMER'S SALES TAX

Sections:

- 3.17.010 Definitions.
- 3.17.011 Delivery charges.
- 3.17.012 Employees/subcontractors--Sale of services.
- 3.17.013 Multijurisdictional services.
- 3.17.020 Levy of tax.
- 3.17.030 Duty of seller to collect.
- 3.17.035 Temporary Suspension of Sales Tax Collection.
- 3.17.040 Tax added to sales price.
- 3.17.050 Unlawful for seller to fail to collect.
- 3.17.051 Collection of sales tax and not due.
- 3.17.060 Tax to be paid quarterly.
- 3.17.065 Registration.
- 3.17.070 Duty to keep books--Investigation.
- 3.17.080 Penalty and interest on delinquent taxes.
- 3.17.085 Sales tax liens.
- 3.17.090 Sale of business--Final return--Liability of purchaser.
- 3.17.100 Exemptions.
- 3.17.110 Sales tax exemption for the elderly.
- 3.17.120 Unlawful to misrepresent exemptions.
- 3.17.130 Use of proceeds of sales tax.
- 3.17.150 Regulations authorized.
- 3.17.180 Protest of tax
- 3.17.190 Forgiveness of uncollected taxes, penalties and interest.
- 3.17.200 Appeals.
- 3.17.210 Clerical errors or omission - refund of sales tax; penalty and interest.

3.17.010 Definitions. For the purposes of this chapter, the following words and phrases have the meanings respectively ascribed to them:

(1) "Buyer" or "consumer" means and includes, without limitation on the generality of the terms, every individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, business trust, corporation, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(2) "Remuneration for services" means and includes the gross remuneration received for furnishing labor and materials for accomplishing a specified result, including travel and adventure services, and rentals of all types, including but not limited to rentals of equipment, buildings, lands and materials. It shall not be construed to include salaries or wages received by an employee from an employer.

(3) "Retail sale" or "sale at retail" means any nonexempt sale of services, rentals, or tangible personal property made to a buyer who intends to use, consume, or receive the item or services purchased for his own personal use as the ultimate consumer **WITH NO INTENTION TO SELL THE ITEM AGAIN, WHETHER TO BE SOLD IN THE SAME FORM AS RECEIVED, OR IN THE SOME MODIFIED CONDITION OR AFTER FABRICATION OR USE WITH SOME OTHER SUBSTANCE OR ITEM.** ~~with no intention to sell the item again, whether to be sold in the same form as received, or in some modified condition or form or after fabrication or use with some other substance or item.~~ Notwithstanding any other provision of this chapter, arrangements made with another person or agent, including, but not limited to, a travel agent, broker, representative, tour operator, tour marketer, or cruise ship line, by a provider of services, rentals or goods to market such services, rentals, or goods, (including travel and adventure services) or to provide such services, rentals or goods to another person, or the transfer to the buyer of the right or privilege to receive or assign such services, rentals or goods, is a taxable sale by such provider, and such provider is a seller for purposes of this chapter. The point of delivery of services, rentals, or tangible property is the point at which the sale is deemed to have occurred except purchase of city harbor privileges as provided in (c) of this section. (a) The sale is subject to the city's sales tax when the point of delivery of tangible personal property is within the city. (b) Where a real estate rental is located or where other rental property is delivered in the city, the sale of the same is subject to the city's sales tax. (c) Where a buyer receives a service within the limits of the city, and the service begins and ends therein, or, where the buyer receives an entire service therein, the sale of the same is subject to the city's sales tax; provided, however, purchase from the city of the privilege to use any harbor facilities owned or operated by the city shall be deemed to be a transaction and sale that shall be taxable unless otherwise made exempt by this code. (d) A person who furnishes proof, in the form required by the revenue collector, that he has paid a sales tax in some jurisdiction other than ~~the borough or~~ the city, on the sale of services, rentals, or tangible personal property, is required to pay the City's sales tax only to the extent between the amount of the sales tax so paid elsewhere and the amount of the sales tax levied by the City. This paragraph applies to a sales tax levied in any taxing jurisdiction whether in or outside the state.

(4) "Sale for resale" means the sale of tangible personal property to a buyer whose principal business is the resale of the property whether in the same or an altered form

and who holds a valid **TAX ID NUMBER** resale certificate issued by the City of Thorne Bay. Sale for resale also means the provision of services to a broker whose principal business is the resale of those services to an ultimate consumer and who holds a valid resale certificate **TAX ID NUMBER** issued by the City of Thorne Bay. Resale certificates do not apply to: travel and adventure services if the sale is to a person who would be entitled to claim the exemption provided by section or supplies purchased by travel and adventure service providers, hotels/motels, lodges, apartment/house rentals, or bed and breakfasts which are not separately charged to the consumer when resold.

(5) "Sales tax" means and includes the tax herein levied on gross revenues derived from all taxable commercial retail sales, rentals and services, including sales of travel and adventure services, said revenues being computed in dollars and cents and the tax payable by the seller, the person performing the services, or the person receiving gross revenues from rentals, to the city.

(6) "Sales price" means and includes the consideration, whether money, credit, rights, or other property expressed in terms of money paid or delivered by a buyer to a seller, all without any deduction on account of the cost of property sold, the cost of materials used, labor costs, discount, delivery costs, or any other expenses whatsoever paid or accrued, and without any deduction on account of losses.

(7) "Seller" means and includes every person making sales at retail, including travel and adventure services, to a buyer or consumer whether as agent, broker or principal, and the term also means and includes persons performing services for remuneration as well as persons receiving gross revenues derived from rents.

(8) "Single-unit sale" means the sale of a separate, single item or service which is customarily sold, advertised, contracted for sale or sold in the normal course of business as a separate and single item or unit or by a single unit of measurement (i.e., per gallon, ton, hour, day, week, month, foot, sack, yard, pound, piece, group, each, box, set, package, or other common unit of measurement). A single-unit sale shall include a sale by contract, quote, bid or other lump-sum amount only if the sale is based on and computed as a single bid, quote, sum, or package price rather than as an accumulation, sum, or aggregation of prices of separate identifiable or separable unit prices as defined above. For purposes of package tours, every individual in the tour will count as a single unit. For purposes of harbor fees and port dockage, each foot or other measurement of length will count as a single unit.

(9) Travel and adventure services include, but are not limited to, tours and charters on land and water, guide services, admissions, lectures, transportation services (excluding air transportation), and the rental of lodging, aircraft, vehicles, watercraft, and equipment, including fishing, boating, camping and other tour or adventure related goods. Travel and adventure services also include sales of goods incidental or

related to such services. Regardless of the location of any marketing, brokering, packaging, re-sale, assignment, or other arrangement and regardless of the beginning or ending of any other related services the point of delivery of a travel and adventure service is within the city if the ultimate consumer of the travel and adventure service receives any such service which begins, ends, or occurs, as described in (c) of subsection (3) above.

3.17.011 Delivery charges. (a) Delivery Charges. Delivery charges for services rendered for delivery of any personal property, goods or materials which delivery services both commence and terminate within the city are subject to sales taxes. (b) Definition. "Delivery charges" means and includes any costs or charges imposed on the sale of freight services, shipping services, courier services, wharfage services, postal services, excepting postal delivery services rendered by the United States postal service, and any other services related to the delivery or transportation of any personal property, goods or materials of any nature whatsoever. (Ord. 984 §3, 1982)

3.17.012 Employees/subcontractors--Sale of services. (a) The remuneration paid by an employer in the form of wages or salary to an employee for the sale of services by such employee to the employer are not taxable under the provisions of this chapter. Sales of services by contractors, or subcontractors, and any other type of sale of a service by a person other than an employee are taxable unless specifically exempted.

(b) A person shall be deemed to be an employee under the provisions of this chapter if the person claiming to be at employer is withholding a portion of such person's wages or salary in accordance with federal income tax laws and regulations. In the event no amounts are being withheld, it shall be presumed such person is not an employee unless the person claiming to be his employer submits clear and convincing evidence establishing the person's status as an employee.

3.17.013 Multijurisdictional services. (a) All services which either commence or terminate within the city, or which are in any part rendered, supplied or provided within the city, shall be-subject to sales tax, except as otherwise provided in this chapter.

(b) Sightseeing charter services and shore excursions by land or water, which are provided by a person in the business of providing such services and are either sold within the city or begin or end within the city are subject to sales tax under this chapter to the maximum extent permitted consistent with state and federal law.

3.17.020 Levy of tax. To the fullest extent permitted by law, a sales tax of six percent is hereby assessed and levied on the following sales, except as otherwise specifically exempted under this chapter:

(A) All retail sales, INCLUDING YARD SALES, AND SALES OF SIMILAR TYPE ITEMS OCCURRING AT THE SAME LOCATION ON A REGULAR BASIS, WHETHER FOR PROFIT OR NON PROFIT (WEEKLY, BI-WEEKLY, MONTHLY CONSTITUTE A REGULAR BASIS) CATALOG AND INTERNET SALES SOLD LOCALLY OR OUT OF THE AREA;

(B) ALL SERVICES INCLUDING THE GROSS RECEIPTS EARNED AS COMMISSIONS BY REAL ESTATE AGENTS FOR SALES OCCURRING WITHIN THE CITY LIMITS;

(C) All rents and fees paid for the use of real and personal property.

3.17.030 Duty of seller to collect. (A) The tax levied under the provisions of this chapter is primarily upon the buyers of the personal property, rentals, or services, but the tax is payable to the city by the seller regardless of whether the seller has collected the same from the buyers. It is the duty of each seller to collect from the buyer or consumer the full amount of the sales tax payable on each taxable sale, service or rental, at the time the property sold is delivered, or when the rentals are collected. Every sale, which is made within the city, unless explicitly exempted by this chapter, or a subsequent ordinance, shall be presumed to be subject to the tax imposed under this chapter in any action to enforce the provisions of this chapter. (Ord. 870 §2(part), 1977)

(B) In the specific instances where the tenant is occupying space in a government owned ~~land~~ **BUILDING**, it is the tenant's obligation to pay the sales tax directly to the City, unless the landlord is willing to voluntarily receive the tax payment and remit to the city. **THE LANDLORD SHALL BE RESPONSIBLE FOR ALL DELINQUENT OR UNPAID SALES TAXES INCURRED BY THEIR TENANTS.**

3.17.35 Temporary Suspension of Sales Tax Collection. The Council may for periods of up to **one month**, suspend the duty of a seller to collect the tax levied under this chapter. The Council may establish regulations, conditions, and limitations on the suspension of the duty to collect the tax. Such regulations, conditions, and limitations may apply the suspension to the sale of certain goods, or services while requiring the collection of the tax on other goods or services.

3.17.040 Tax added to sales price. (a) Sellers shall add the sales tax to the sales price, rental, or charge for services. Such sales tax is a debt from the buyer or consumer to the seller until paid, and the same is recoverable at law in the same manner as other debts.

3.17.050 Unlawful for seller to fail to collect. (a) Any seller who willfully or intentionally fails, neglects, or refuses to comply with the provision of this chapter is guilty of a misdemeanor punishable by a fine not to exceed five hundred dollars, or imprisonment, not to exceed thirty days, or both; each act of violation and every day upon which any such violation occurs shall constitute a separate offense.

(b) In addition to the penalties provided elsewhere for violation of this section, a seller who intentionally or recklessly violates this section shall be liable to the city for civil penalties in an amount of three times the amount of sales tax the seller failed to collect.

3.17.051 Collection of sales tax and not due. It shall be unlawful and a violation of this title for a person to charge and collect sales tax which is not due under this title. (Ord. 1562 §7, 2006)

3.17.060 Tax to be paid quarterly. (a) The tax levied under this chapter is due and payable at the expiration of each quarter of each calendar year. It is the duty and responsibility of every seller liable for the collection of any tax imposed in this chapter, unless otherwise provided herein, to file with the revenue collector upon forms prescribed and furnished by the revenue collector, a return, prepared under oath, setting forth the amount of all sales, taxable and nontaxable, the amount of tax thereon and such other information as the revenue collector may require on such form or forms. The completed and executed return, together with remittance in full for the amount of the tax due, shall be transmitted to and received by ~~an employee working in~~ the revenue collector's department of administrative services on or before 5:00 p.m., local time on the last day of the month succeeding the end of each quarter. If the last day of the month succeeding the end of a quarter is a Saturday, Sunday or a holiday observed by the revenue collector; the completed and executed return and amount of the tax due shall be transmitted and received by 5:00 p.m., local time on the next business day. Returns may be accepted based upon a timely postmark only if the return is sent certified or registered mail and receives a United States Postal Service cancellation on or before the due date. (Ord. 1369, §1, 1997)

(b) Any person who filed or should have filed a sales tax return for the prior quarter shall file a return even though no tax may be due. This return shall show why no tax is allegedly due, or, if the business is sold, then the person to whom it was sold, the date it was sold, and the address and telephone number of the person to whom it was sold.

(c) Sellers failing to comply with the provisions of this chapter shall, if required by the revenue collector, file and transmit collected sales taxes monthly until such time that they have demonstrated to the revenue collector that they are or will be able to comply with the provisions of this chapter.

(d) Sales tax returns shall be accompanied by proof, satisfactory to the revenue collector, as to claimed exemptions, or exceptions from the tax herein imposed. In the absence of the proof, the sales, rentals, or services shall be deemed to have been taxable.

(e) The burden of establishing any tax exemption is upon the claimant. The city manager shall, from time to time, recommend to the council procedures, regulations and forms to facilitate the proper procedure for filing and claiming exemptions. (Ord. 870 §2(part), 1977)

3.17.065 Registration. (a) A person, firm, partnership, corporation or other business entity shall file an application for registration with the revenue collector's department of administrative services on a form provided by that department, prior to making any retail sales, rendering any services, making rentals within the city or the opening of an additional place of business in the city. The completed application shall be returned to that department of administrative services along with a copy of the business entity's Alaska State business license.

(b) Each business entity shall be registered under the advertised name, and each separate business shall be registered under its own account.

(c) A person, corporation or other association that is about to make sales, perform services or make rentals shall first register with the revenue collector's department of administrative services and shall make the deposit of cash or bond required by this section unless the person has been a resident of the City of Thorne Bay for six months prior to registering or the corporation or association is composed of such residents or has been regularly engaged in business within said city for nine of the twelve months preceding registration.

(d) The deposit required under subsection (c) of this section must be an amount determined by the revenue collector that is not less than the maximum amount of sales tax that the person, corporation or other association is likely to be required to collect during any filing period within a year of the date of registration.

(e) The deposit must be refunded by the revenue collector upon written request and a determination by the revenue collector that:

(1) The seller has filed sales tax returns and made full remittance of sales tax owing for the preceding year; or

(2) The seller has filed a statement that the seller has ceased engaging in transactions within the city and has remitted all sales taxes due. The deposit must be refunded by the revenue collector within thirty days of the receipt of the refund request unless the revenue collector has initiated an audit of the seller or has otherwise questioned a return made during the period under construction. The revenue collector shall be responsible for payment and safeguarding of all deposits and for maintaining all records concerning the deposits.

(f) The revenue collector may order the withdrawal from the deposit of the seller the amount that is required to make up for any deficiency or late payment of taxes. No seller may engage in transactions within the city after receipt of written notice that the revenue collector has withdrawn all or a portion of the seller's deposit for application to a delinquent or insufficient payment of sales taxes. Upon the deposit with the revenue collector of funds restoring the deposit to its original amount or such higher amount as the revenue collector determines is appropriate in light of the actual sales experience of the seller, the seller may again engage in transactions. A seller may not deduct the deposit amount from the seller's last or any other sales tax return.

3.17.070 Duty to keep books--Investigation. (a) Every seller shall keep and preserve suitable records of all sales made by him, and such other books or accounts as may be necessary for the revenue collector to determine the amount of tax for the collection of which he is liable hereunder. Every such person shall keep and preserve for a period of two years all invoices of goods and merchandise purchased for resale, and all such books, invoices and other records as may be necessary, all of which are open for examination at any reasonable time by the revenue collector, the city manager, city administrator, or his or their designee.

(b) For the purpose of ascertaining the correctness of a return or for the purpose of determining the amount of tax collected or which should have been collected by any person, the city manager or his designee may hold investigations and hearings concerning any matters covered by this chapter, and may examine any relevant books, papers, records, or memoranda of any such person, and may require the attendance of such person, or any officer or employee of such person. The city manager or his designee has the power to administer oaths and affirmations to such persons, and if any such person, being first duly sworn, refuses to answer any questions put to him by the manager or his designee, the manager may apply to the superior court for an order requiring the person to answer the questions. The city manager may issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda. If any person refuses to obey any such subpoena, the city manager may apply to the superior court for an order requiring the person to comply therewith. The city manager is authorized to make arrangements with the City of Thorne Bay, authorizing the city to conduct the investigations and hearings provided herein, including the exercise of all the powers created in this chapter.

(c) In the event the revenue collector is unable to ascertain the tax due to be remitted by a seller by reason of the failure of the seller to keep accurate books, allow inspection, failure to file a return, or falsification of records, the revenue collector may make an estimate of the tax due based upon all of the information available. Notice of the estimate of taxes due shall be furnished by certified mail to the seller and shall become final for the purposes of determining liability of the seller to the city in thirty days unless the seller earlier files an accurate return, supported by satisfactory records, indicating a lesser liability.

3.17.080 Penalty and interest on delinquent taxes. (a) In the event a seller fails or neglects to file a return when due, or fails to remit taxes collected, or which should have been collected, in a timely manner as required by this chapter, then such return and tax is delinquent and the revenue collector shall add thereto penalties as follows:

If payment made: Additional Penalty (Percentage of Tax

(1) Within five working days after delinquency date 6%

(2) More than five working days up to and including thirty days after delinquency date 15%

(3) More than thirty days up to and including sixty days after delinquency date 20%

(4) More than sixty days after delinquency date 25%

(b) Interest shall accrue on the unpaid tax, not including penalty, from the date of delinquency to the date of payment at the rate of one percent per month. All remedies available to the revenue collector to collect taxes, penalties and interest, plus collection costs, shall commence on the date of delinquency. Payments received after the date of delinquency shall be applied first to payment of any collection costs, next an interest, next on penalty, and next on the tax. In the event of partial payment, penalties shall continue to accrue on the unpaid portion of the tax as provided for in (a) of this section. Interest at the rate of one percent per month shall also accrue on any unpaid amount of tax until paid in full

3.17.085 Sales tax liens. (a) The sales tax, interest, and penalties imposed by this chapter, and the administrative costs under subsection (f) of this section, shall constitute a lien in favor of the city upon all of the real and personal property of every person making taxable sales subject to this chapter.

(b) The lien imposed by this section arises and attaches at such time as payment becomes delinquent under Section 3.17.080 and continues until the entire amount is satisfied.

(c) If delinquent sales taxes, including interest and penalties, are not paid within ten days from the mailing of notice and demand for payment thereof, a notice of lien may be recorded in the office of the district recorder. Upon recordation, the sales tax lien has priority over all other liens except

(1) liens for property taxes and special assessments;

(2) liens that were perfected before the recording of the sales tax lien for amounts actually advanced before the recording of the sales tax lien; (3) mechanics, and materialmen's liens for which claims of lien under AS 34.35.070 or notices of right to lien under AS 34.35.064 have been recorded before the recording of the sales tax lien.

(d) An action to foreclose a lien created by this section shall be commenced and pursued in the manner provided for the foreclosure of liens in AS 09.45.170-09.45.220.

(e) The remedy provided in this section is not exclusive and shall be in addition to all other remedies available to the revenue collector to collect the sales taxes, penalties and interest due under this chapter.

(f) Fees for the administrative costs of filing on notices of liens, and releasing of liens shall be:

(1) Filing of notices of lien: twenty-five dollars plus recorder's office filing fee.

(2) Release of liens: twenty-five dollars plus recorder's office filing fee.

(g) If administrative costs for the filing of notices of liens and releasing of liens are imposed and have been collected by the City of Thorne Bay on delinquent sales taxes, including penalties and interest, no additional administrative costs shall be collected under subsection (f) of this section.

3.17.090 Sale of business--Final return--Liability of purchaser. If any seller sells his business to another person, he shall make a final sales tax return within five days after the date of selling the business; and his purchaser, successor, successors, or assigns, shall withhold a sufficient portion of the purchase money to pay the amount of sales taxes, penalties and interest due and unpaid to the city; and provided, further, the purchaser, successor, successors, or assigns are personally liable for the payment of the taxes, penalties and interest, accrued and unpaid to the city or city or both on account of the operation of the business by any former owner, owners, or assigns as shown by the final return or an audit conducted by the city within thirty days of the filing of the final return. Before any such sale is completed, the buyer and seller shall send to the revenue collector, by registered first-class United States mail, postage prepaid, a copy of the notice referred to in AS 45.06.105, which statute is made a part of this chapter, and the notice shall be so sent regardless of whether such notice would have otherwise been required to have been made and sent under the other provisions of AS 45-06.101, et seq., Uniform Commercial Code--Bulk Transfers.

3.17.100 Exemptions. The following sales and services are exempt from the sales tax: (a) Retail sales and remuneration for services amounting to less than one hundred twenty-five dollars in any calendar quarter; however, any sales taxes collected shall be remitted;

(b) ~~Casual and I-Isolated~~ **ONE TIME** sales not made in the regular course of business, **SUCH AS YARD SALES, MOVING SALES, SALE OF USED VEHICLE OR BOAT;**

(c) Sales of insurance and bonds of guaranty and fidelity;

(d) The agreed value of new or used articles taken in trade as credit or part payment on the sale of new articles shall be deducted from the value of the article being purchased in determining the tax;

(e) Gross receipts derived from sales, services, rentals and transactions which the municipalities are prohibited from taxing under the Constitution and laws of the United States or the state;

(f) Gross receipts derived from sales initiated by orders received from outside the city where delivery is made outside the city by mail or commercial common carrier;

(g) Gross receipts derived from funeral charges and services, medical, dental, optometric, hospital services, or from sales of prescription medicines oxygen used for medical purposes, blood or blood plasma, artificial devices designed or altered for the use of a particular crippled person, artificial limbs, eyes and organs, hearing aids, prescription eyeglasses, artificial teeth sold by a dentist and materials used by a dentist in treatment, crutches, and wheelchairs; provided, however, services rendered by barbers, cosmeticians and masseurs are not exempt;

(h) (1) Gross receipts from sales, services and rentals to any nonprofit organization or nonprofit institution if such organization or institution is organized exclusively for

religious, educational, or charitable purposes, and if such organization or institution has obtained a certificate of exemption as provided for in subsection (2) and displays that certificate of exemption as provided for in subsection (3) below. (2) Any organization or institution described in subsection (1) may apply to the City of Thorne Bay revenue collector for a certificate of exemption. Such application shall be made on forms to be furnished by said revenue collector, and each applicant shall be required to furnish such information as said revenue collector may reasonably require. If the revenue collector determines that the applicant is entitled to an exemption provided for in this section, the revenue collector shall issue or cause to be issued a certificate of exemption which shall be effective as of its date of issue. The revenue collector shall endeavor to issue or deny the exemption within thirty days after the date an application is filed; (3) A buyer seeking to make a purchase entitled to a sales tax exemption under subsection (1) shall display a valid certificate of exemption to the seller at the time of purchase. If the buyer does not so display the required valid certificate of exemption the sale is taxable, and the seller shall collect the sales tax due on the sale.

(i) Gross receipts derived from sales, services and rentals to the United States Government, the state and its political subdivision, and municipalities, or agencies funded by these governments;

(j) Retail sales of food in school and college cafeterias and lunchrooms which are operated primarily for teachers or students and which are not operated for profit;
RETAIL SALES GENERATED IN OTHER THAN SCHOOL OR COLLEGE CAFETERIAS AND LUNCHROOMS ON A DAILY, WEEKLY OR MONTHLY BASIS ARE NOT EXEMPT.

(l) Gross receipts or proceeds derived from the transportation of students to and from grade or high schools in motor or other vehicles;

(m) Gross receipts derived from sales of real property, excepting **THE GROSS RECEIPTS EARNED AS COMMISSIONS BY REAL ESTATE AGENTS FOR SALES OCCURRING WITHIN THE CITY LIMITS OF THORNE BAY**; ~~the gross receipts earned as commissions by real estate agents shall be taxable~~;

(n) Dues or fees to nonprofit clubs, labor unions, or fraternal organizations;

(o) Gross receipts derived from veterinary services;

(p) Gross receipts or proceeds derived from sales made directly to consumers or users of newspapers;

(r) Gross receipts derived from sales of educational services by a nonprofit institution in providing a program of learning on a formal study basis in an institution of learning which has an organized curriculum consisting of specific subjects and skills as outlined in the State of Alaska course of study as officially adopted by the State Department of Education for elementary, junior high or senior high schools, for children ages five through eighteen.

(s) Gross receipts derived from sales of day care services for children;

(t) (1) Gross receipts derived from sales where the purchase is made with food coupons, food stamps or other type of certificate issued under 7 U.S.C. Sections 2011-2025 (Food Stamp Act); and (2) Food instruments, food vouchers, or other type of certificate issued under 42 U.S.C. 1786 (Special Supplemental Food Program for Women, Infants, and Children).

(u) That part of the sales price paid by the buyer for travel and adventure services purchased outside the city which is not remitted, directly or indirectly, to the person providing or performing the service and which is a selling cost or commission or similar charge.

(v) Remuneration received for services and materials, including caskets, used or furnished for funerals;

~~(w) The part of the selling price of a single item of tangible personal property that exceeds seven thousand five hundred dollars (\$7,500.00). A single item is an item sold in a single sale consisting of integrated and interdependent component parts affixed or fitted to one another in such a manner as to produce a functional whole. It includes optional accessories for such items as boats and automobiles if the accessories are useful or essential for the operation or use of the item, and include in the original transaction/sale;~~

(x) Airfare or the air charter sales price paid for transportation of persons or on a federal airway but excluding the portions of a sale of flightseeing or round trip air/water/shore excursion travel or adventure services which are not charges for transportation of persons on a federal airway.

~~(y) Gross receipts in excess of ten thousand dollars derived from sales of material and labor for the clearing of land, excavation, or fill or placement of material on real property for construction of a facility, and sales of building construction materials and labor used in constructing a permanent building within the city, provided that the improvements are constructed pursuant to a valid sales tax exemption permit issued or renewed no more than one year prior to the sale of transaction being exempted from the tax. Construction materials shall include: all structural and finish materials for a permanent building used on the lot wherein the building is being constructed, and installation of infrastructure to said building such as water, sewer, power and phone and all parts to said infrastructure. Sales, to qualify for this exemption, shall be recorded by the seller, together with the date, the purchaser's name, and the sales tax exemption permit number. Any purchaser who attempts to avoid paying sales tax by using a sales tax exemption permit number for materials or labor not actually used in the structure for which the permit was issued shall be subject to a civil penalty up to twenty five percent of the price of the materials or labor involved in the evasive purchase. The cost of the permit will be six hundred dollars;3.16.050 (Ordinance 05-09-06-01)(10-03-02-01)~~

3.17.110 Sales tax exemption for the elderly. (a) Anyone sixty-five years of age or older may apply for and be issued by the city manager or designee a senior citizens sales tax exemption card, for ~~ten~~**FIFTY** dollars, to be renewed bi-annually. This card entitles the person to be exempted from the operation of the city's consumer's sales taxes on purchases of ~~all types of property, rentals and services~~ **FOOD FOR HUMAN CONSUMPTION (ALCOHOL EXCLUDED), HOME HEATING FUEL, HOME PROPANE AND ELECTRICITY**, not for use in any trade or business. No seller within the city shall charge or collect the sales tax on exempted purchases from any person who displays such a valid sales tax exempt card. All sellers within the city shall keep records of such exempt sales and submit quarterly totals of such sales to the revenue collector, together with any other information required by law. To qualify for a tax exempt card a person must **PROVE THEY HAVE RESIDED IN ALASKA AS A PERMANENT RESIDENT FOR THE PAST 12 MONTHS.** ~~Provide a copy of their Alaska ID or driver's license, and proof they have resided in Alaska, as a permanent resident for the past 12 months.~~ **COPY OF** received an Alaska Permanent Fund Dividend, **OR** documentation required as part of a permanent fund application or other documentation that verifies a person has established permanent residency in Alaska must be submitted to show proof of residency. (Ord. 12-08-07-01)

(A). A spouse under 65 years of age is not eligible for the exemption and cannot purchase anything without the presence of the exempt spouse except as listed in subsection (B) of this section.

(B). No person who has not duly applied for and received such an exemption card may use it to obtain such tax exemption. However, in the case where a person is an invalid or otherwise physically unable to leave their home or dwelling to use the card, the city may issue a special card authorizing another person to use the special card for the benefit of the invalid or otherwise physically unable person to use the card.

3.17.120 Unlawful to misrepresent exemptions. Any buyer or consumer who falsely states or in any way misrepresents the use to which merchandise or material is to be put for the purpose of securing tax exemption under the terms of this chapter is guilty of an unlawful act and upon conviction thereof is subject to the penalties provided in section 3.17.060 of this chapter. (Ord. 870 §2(part), 1977)

3.17.130 Use of proceeds of sales tax. As of January 1, 2010, Thorne Bay Municipal Sales Tax is 6%. Five sixths (5/6) or eighty-three percent (83%) of the total sales tax collected shall be used for general municipal purposes. One sixth (1/6) or seventeen percent (17%) shall be placed in a savings account at the end of each calendar quarters to be divided 40/60 for community development projects and the maintenance and improvement of streets and roads. (Ord. 10-01-05-01) (Ord. 85-08-22-01 §2, 1985)

3.17.150 Regulations authorized. The city manager or administrator is authorized to prescribe by departmental regulations the forms to be used and the methods and procedures to be followed by the revenue collector in collecting the taxes. This authorization does not authorize regulations of substance which impose any requirements upon buyers or sellers.

3.17.180 Protest of tax. (a) A buyer who protests the payment of the tax levied under this chapter shall pay the tax and shall provide the seller and the revenue collector's director of administrative services with a written statement of protest within five working days of the sale. The written statement shall identify the sale, rental or service that is the subject of the tax protested, the amount of tax paid, the buyer's and seller's name, mailing address, and telephone number and the basis for the protest. (b) If the seller protests his liability for a final assessment under Subsection 3.17.070(c) or if the seller has any other cause of action, grievance or protest concerning the legality, collection or payment of the sales tax, he shall pay the tax under written protest setting forth the basis for the protest. No action for a refund may be maintained nor may a defense to nonpayment be maintained in a civil action unless the amount in dispute has been paid by the seller under written protest filed at or before the time of payment.

3.17.190 Forgiveness of uncollected taxes, penalties and interest. (a) The ~~City manager~~ **ADMINISTRATOR**, with the consent of the council, may forgive the payment of uncollected sales taxes, interest and penalty thereon and penalties for failure to file owing by a seller to the city upon a determination by the ~~City manager~~ **ADMINISTRATOR** that such uncollected sales taxes have never been collected by a substantial portion of a clearly definable class of sellers or which have never been collected on a substantial portion of a clearly defined class or type of transaction or service.

(b) The ~~city manager~~ **CITY ADMINISTRATOR** may, upon recommendation of the city attorney, authorize forgiveness of uncollected sales taxes, interest and penalty thereon and penalties for failure to file, as part of the compromise and settlement of a disputed claim in an action for collection of such funds.

(c) THE CITY ADMINISTRATOR, WITH THE CONSENT OF THE MAYOR, MAY ONETIME FORGIVE THE PAYMENT OF UNCOLLECTED SALES TAXES, INTEREST AND PENALTY THEREON AND PENALTIES FOR FAILURE TO FILE OWNING BY A SELLER TO THE CITY UPON A DETERMINATION BY THE CITY ADMINISTRATOR THAT SUCH UNCOLLECTED SALES TAXES ARE THE RESULT OF A FAMILY MEDICAL HARDSHIP.

(d) Except as provided in subsection (a) and (b) of this section, the city may not forgive or waive any amount of uncollected sales tax, interest or penalty.

3.17.200 Appeals. (a) A seller aggrieved by the action of the revenue collector in fixing the amount of the tax or in imposing a penalty or interest shall appeal to the revenue collector's manager within forty-one calendar days from the date taxes are due and payable under this chapter. A seller who has a cause of action, grievance or protest concerning the legality, collection or payment of the sales tax shall appeal in this manner and within the same forty-one days. All right to an appeal shall be deemed waived if not timely requested as set forth in this subsection.

(b) Contested taxes, penalties and interest that remain unpaid shall continue to accrue penalty and interest as provided by this title until paid. Contested taxes, penalties and interest that are paid and are found to be overpaid shall be refunded with interest at the rate of eight percent from the date of payment.

(c) All appeals shall be filed in writing with the revenue collector's manager and shall contain all of the following information: (1) Name, address, and telephone number of the aggrieved seller; (2) A specific and detailed statement of the amount of tax, interest or penalty contests, the basis and grounds upon which the appeal is made, and all pertinent records, documents, or other evidence substantiating the grounds as stated; (3) A statement of the relief sought; and (4) A statement as to whether a hearing is requested.

(d) Arguments or reasons for failure to timely file a return and remit taxes collected shall not be considered a valid basis or grounds for granting an appeal. The basis and grounds for granting any appeal are limited to:

- (1) The identity of the seller is in error;
 - (2) The amount of the debt is erroneous due to a clerical error (and the nature and extent of the error is specified in the request for a hearing);
 - 3) The seller disputes the denial of exemption(s) for certain sales; or
 - (4) Taxes have been levied and forgiven in accordance with Section 3.17.190.
- (e) A request for appeal is filed on the date it is personally delivered, or if delivered to the revenue collector's manager by United States mail, the date of the United States Postal Service postmark stamped on the properly addressed cover in which the request is mailed. If the due date falls on a Saturday, Sunday, or a holiday, the due date is the next business day. A current mailing address must be provided to the revenue collector's manager with the request for appeal, and any change in mailing address after the request for appeal is filed must be reported to the revenue collector's manager.

(f) Upon such filing of a written appeal, the revenue collector's manager shall immediately send a copy thereof to the city manager or administrator. The city may provide written information that may be considered in deciding the appeal.

(g) Unless the appellant waives a hearing, the revenue collector's manager or person designated by the revenue collector's manager shall hold a hearing to determine whether a correction is warranted. The revenue collector's manager or designee shall decide the appeal based upon the pertinent records provided by the parties involved or

discovered by any investigation ordered by the revenue collector's manager and, if a hearing is requested, any evidence presented at the hearing. If a hearing is requested, the appellant need not appear at the hearing. If the appellant fails to appear, the revenue collector's manager or designee may make a determination based upon the evidence received and any written materials submitted by the appellant. The determination need not make formal findings of fact or conclusions of law, but the written determination shall state the reasons for the decision and indicate the evidence relied upon. Such determination shall be issued no later than ten business days after the date of hearing if a hearing is held or ten days after the appeal is filed if the hearing is waived. Such determination shall be final.

(h) Taxes, penalties, and interest declared to be due in the final determination shall be subject to normal collection action of the city. The amount due must be paid or if the decision of the revenue collector's manager is appealed, a bond to secure payment must be filed with the court in accordance with Alaska Rules of Court, Rules of Appellate Procedure.

(i) Within thirty days after receipt of the final determination, a seller aggrieved by the decision may appeal to the Superior Court in the First Judicial District. The seller shall be given access to the revenue collector's file in the matter for preparation of the appeal. If after the appeal is heard it appears the tax was correct, the court shall confirm the tax. If incorrect, the court shall determine the amount of the tax and if the seller aggrieved is entitled to recover the tax or part of it, the court shall order the repayment. The city shall then pay the amount due within fourteen days after receipt of a certified copy of the judgment, unless the city requests a stay pending its own appeal.

3.17.210 Clerical errors or omission - refund of sales tax; penalty and interest. (a) The revenue collector's director of administrative services may correct manifest clerical errors or omissions at any time they are found and verified.

(b) If, in payment of taxes legally imposed, a remittance by a seller through error exceeds the amount due, and the revenue collector, on audit of the account in question, is satisfied that this is the case, the city shall refund the excess to the seller with interest at eight percent from the date of payment. A claim for refund filed one year or more after the due date of the tax is forever barred. A copy of the refund audit and entitlement shall be given to the city manager or administrator.

CITY OF THORNE BAY
ORDINANCE 17-03-07-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY,
ALASKA, AMENDING TITLE 18-HARBOR, CHAPTER 18.30-RULES FOR USE OF
HARBOR FACILITY, SECTION 18.30.020-CONDUCT IN HARBOR FACILITY-RULES
GENERALLY, SECTION 18.30.140-PROHIBITED ACTS

BE IT ENACTED BY THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 18-Harbor, Chapter 18.10-General Provisions, Section 18.10.020-Definitions (i) "residence", and Chapter 18.30-Rules for Use of Harbor Facility, Section 18.30.010-Live-aboard policy, adding Section 18.30.010-Live-aboard policy, is hereby amended.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED March 7, 2017

James Gould, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: February 21, 2017]
[Public Hearing: March 7, 2017]

Title 18 - Harbor
Chapter 18.30 - Rules for use of the Harbor Facilities

18.30.020 Conduct in harbor facility-Rules generally. A. Vessel moorage within the harbor facilities shall be for active ~~or~~ operational ~~motor~~ vessels or seaplanes only, **AND MUST POSSESS AND DISPLAY ALL LOCAL, STATE AND FEDERAL REGISTRATIONS, LICENSES AND PERMITS. UNLESS specifically authorized by the harbormaster.**

B. Vessels, when unattended, must be securely moored with adequate bow, stern and spring lines or tie-downs, as applicable.

C. Vessels moored in the harbor facility must, at all times, be completely seaworthy or air worthy, as applicable, and ready for immediate or emergency departure, **UNDER THE POWER OF A GAS OR DIESEL ENGINE, OR IF EQUIPED WITH OARS BY OAR**, into local waters, and also may not be chained or locked to any float.

1. Harbor Master may request owner of agent of any vessel to start and move said vessel out one hundred yards and back under its own power.

18.30.140 Prohibited acts. Unless otherwise provided in this chapter, the following acts are prohibited:

A. Operating or causing any vessel to be operated recklessly, or otherwise engaging in a careless manner within the harbor jurisdiction that is dangerous or a nuisance to the person or property of another;

B. Tying or mooring pile drivers, scows, barges, boat houses, or other similar vessels, or vessels over one hundred feet in length, or more than 20% of stall length as measured by length overall from the furthest part of the bow to the furthest part of the stern, to any float or stall; unless authorized to do so by the Thorne Bay Harbor Master.

C. Using bumpers that cause damage to docks;

D. Dumping garbage, trash, oil, fuel, debris or other materials, liquid or solid, into the waters, or onto the land areas, floats and piers of the harbor facility, except into such containers as are provided for that specific purpose. Waste oil must be poured into special containers provided for that specific purpose;

E. Discharging of sewage from toilet facilities on vessels while within the harbor jurisdiction;

F. Setting any net or fish-taking device within the harbor jurisdiction unless it is attended at all times. The net or device cannot be over the length of the vessel and must be alongside of the vessel. No net or device may be set so as to obstruct navigation or mooring within the harbor jurisdiction;

G. Water skiing, scuba diving except for maintenance and special occasions;

H. Storing personal items on the floats and finger floats. Oily rags, open paints and other combustible and explosive materials shall not be stored on docks at any time;

I. Using the harbor facility fire fighting equipment for any purpose other than fighting fires;

J. Disregarding, defacing, removing or damaging any sign or notice posted or erected by the harbormaster or city public works department relating to the use of mooring areas or other facilities;

K. Subassigning or subleasing assigned mooring space;

L. Generating loud or boisterous noises tending to disturb the reasonable peace and privacy of others;

M. Obstructing or interfering with the harbormaster in the performance of his duties, or refusing to comply with a lawful order of the harbormaster;

N. Challenging or intending to provoke another to fight, or engaging in fighting;

O. Following and repeatedly accosting any person for the purpose of obtaining money or other property from that person;

P. Consuming alcohol, except upon licensed premises or private vessels, or engaging in the use of, or being an instrument in the exchange of, unlawful narcotics and other dangerous drugs;

Q. Bringing dogs upon or within the harbor facility, unless on a leash. Animal owners WILL be responsible for proper cleanup and disposal of animal wastes;

R. Riding or operating bicycles, skateboards, roller skates, ~~motorized vehicles~~, or other similar devices on gangways, floats or finger floats. This prohibition does not apply to wheeled carts or similar devices used for the transport of goods to and from vessels. (Ord. 98-20 § 3(part), 1998; Ord. 97-22 § 3(part), 1997; Ord. 89-30 § 5(part), 1989)

S. PARKING OR LEAVING MOTORIZED VEHICLES UNATTENDED OR PARKED ON GANGWAYS, FLOATS OR FINGER FLOATS.

T. TRANSPORTING BULK FUEL TO BE PUMPED FROM TANK TO BOAT.