FINAL AGENDA for November 21, 2017, Council Meeting

AGENDA
FOR THE REGULAR
CITY COUNCIL MEETING
FOR THE CITY OF THORNE BAY
LOCATED IN THE CITY HALL
COUNCIL CHAMBERS,
TUESDAY, NOVEMBER 21, 2017
MEETING WILL BEGIN AT 6:30 P.M.

There will be a workshop of the City Council prior to the regular meeting beginning at 6:00 p.m., located in the City Hall Council Chambers

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. CITY ADMINISTRATOR & CLERK REPORT:
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
   A. Minutes for the October 9 & 16, 2017, Special City Council Meeting, discussion and action item:
   B. Minutes for the November 7, 2017, Regular City Council Meeting, discussion and action item:

10. NEW BUSINESS:
   A. Approval of Solid Waste Transport and Disposal Agreement between the City of Thorne Bay and Regional Disposal Company, aka Republic Services, discussion and action item:
   B. Review of Draft Ordinance to amend Title 10.20 – Parking Standing and Stopping, of the Thorne Bay Municipal Code, Discussion and possible action item:

11. ORDINANCES FOR INTRODUCTION:
   A. Ordinance 17-12-05-01, amending Title 2-Administration and Personnel, Chapter 2.24 – Officers and Employees, Section 2.24.030, .040, .060, .070, Permanent Employee Benefits, discussion and action item:
   B. Ordinance 17-12-05-02, amending Title 3-Revenue and Finance, Chapter 3.17-Sales Tax, Section 3.17.030-Duty of Seller to Collect, discussion and action item:
   C. Ordinance 17-11-21-01, Amending the Thorne Bay Municipal Code General Penalties, adding Sections 1.16.031-Surcharges, and 1.16.035-Minor Offence Fine Schedule, discussion and action item:

Ordinance 17-11-21-01 – is being extended for additional hearings. Estimated Public Hearing Date is December 5, 2017

12. ORDINANCES FOR PUBLIC HEARING:
    A. Ordinance 17-11-21-02, amending the Thorne Bay Municipal Code Title 2-Administration and Personnel, Chapter 2.36-Police Department--Chief, Sections 2.34.010-Department Generally, and 2.36.020-Powers and Duties, discussion and action item:
    B. Ordinance 17-11-21-03, Amending Title 2.24 – Administration and Personnel, Section 2.24.030 Employment. A. Permanent Employees, 2. Part-Time, discussion and action item:

13. EXPENDITURES EXCEEDING $2,000.00:
    A. Expenditure of $5,000.00, to Central Parts Warehouse, for the purchase of snow plow, discussion and action item:

14. EXECUTIVE SESSION: The Council May adjourn to executive session for the purpose of discussing pending or threatened lawsuits in which the city has an interest, which are matters, the immediate knowledge of which would clearly have adverse effect upon the finances of the city, employees or personnel, or negotiations for contracts.

There is no Executive Session planned for this meeting. Should the City Council find the need to call of an executive session during this meeting, the agenda will reflect the topic to be discussed by Monday, November 20, 2017, at 4:30 p.m.

15. CONTINUATION OF PUBLIC COMMENT:
16. CONTINUATION OF COUNCIL COMMENT:
17. ADJOURNMENT:

FINAL AGENDA Posted by fax: November 17, 2017 - City Hall (2), A&P, SISD, USFS, The Port, Thorne Bay School City Website @ www.thornebay-ak.gov;

DRAFT AGENDA Posted by fax: November 9, 2017 - City Hall (2), A&P, SISD, USFS, The Port, Thorne Bay School City Website @ www.thornebay-ak.gov;

MINUTES
FOR THE
SPECIAL MEETING
OF THE CITY COUNCIL
FOR THE CITY OF THORNE BAY:
CITY HALL COUNCIL CHAMBERS
MONDAY, OCTOBER 9, 2017, 6:30 p.m.

There was a workshop of the City Council at 6:00 p.m.

1. CALL TO ORDER:
Councilman Robert Hartwell 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:
Slayton, Edenfield, Hartwell, and Burger were present. McDonald attended by phone. Carlson and Gould were excused.

4. APPROVAL OF AGENDA:
Hartwell moved to approve the agenda removing item B, New Business, ATAP Grant Application and City Matching Funds. Edenfield seconded the motion. Benner explained that he would be withdrawing the ATAP Grant Application. After reviewing the City's FY18 Budget, it was determined the City did not have the funds available to provide the matching funds required under the ATAP Agreement. There was no further discussion.

MOTION: Move to approve the agenda removing ATAP Grant Application and Matching City Funds Review
F/S: Hartwell/Edenfield
YEAS: Burger, McDonald, Slayton, Edenfield, and Hartwell
NAYS: None
STATUS: Motion Passed.

5. MAYOR'S REPORT:
No Mayor Report was given.

6. ADMINISTRATIVE REPORTS: (City Administrator & City Clerk)
Administrator's report given by Wayne Benner
Meetings Attended and Updates:

A. SE Conference had some high lights worth sharing
Tourism, ship building and arts hopefully will keep SE afloat while the legislature struggles with budges and funding, NAFTA – shipping and traveling through Canada, starting of school in August is removing a large labor force before fishing and lodges close, future PILT funds that may be tied to property taxes, Peace Health concern over people going south to get treatments for services they supply, AMHS will keep the Bellingham run as it helps finance other runs and long term funding recommendation is to operate the ferry system through a public corporation, Haines recycling program, run by volunteers, is a good model to follow, And when the cruise boat came to town down went the town internet and phone system.
B. Next POWCAC meeting Nov 28 at the Craig Tribal center which should be the last meeting for Thorne Bays obligation for chairmanship.
C. Representative Jonathon Kreiss Tomkins is working on setting up a town hall meeting to discuss the Opioid issue sometime before the end of the year. Since Jan 1, 2017 on POW and Metlakatla, there have been 5766 opioid medications issued.

Tasks and Projects:

A. Working on closing out the two grants that helped fund the POWLAT
B. Working on the various grants including VSW
C. Trying to get caught up on papers so I can Yvonne can clean my desk. Need a weekend with nothing else going on.

New Business:

A. Certificate of Election. Teri will explain
B. ATAP Grant Application. Due to the concern about the city's ability, at this time, to financially match the grants or provide the in-kind services during construction I suggest the drop these two grants and focus on finishing Davidson Landing improvements, the manhole and infiltration work and the last small portion of Sandy Beach Improvements.
C. I see no problem of authorizing the extension of RV Park Space Rental

Harbors and Parks: Shane is helping Blacktail Construction with the restroom project at Davidson Landing and winterizing the harbor, including preparing to shut off water when the temp starts to get around freezing.

Streets and Roads: Max is off this week letting his shoulder heal. There are several culverts on the Kasaan Road that need repair or complete replacement which I will be discussing with Kasaan.

Water and Sewer: Work on the east side of Deer Creek indicates that the water leak is not around the valve but over the bank at the fitting that connects the line that goes under Deer Creek.

Solid Waste: Very slow process working with the baler company. Now looks like we may have to pull the full electronics unit and send to Georgia. The scrap cleanup process is working as in two weeks we have an additional 50,000 pounds of metal. Between TB and Petersburg, we now have over 100,000 lbs. of scrap. 50 tons out of 1000 not much but ever pound helps and we know of some major equipment but it needs to be cut up to move.

Law Enforcement: Buck was summoned to Kake due to some recent shootings.

FIRE/EMS: Been slow which is good

Library: Ashley and the volunteers are doing a good job keeping the library open while Lana is home with her new daughter.

City Clerk Report: October 9, 2017 City Council Meeting

City Bank Balances:

First Bank Checking: **October 9th - $16,122.67**

TFCU Accounts: *Accounts reflect Actual balances if All checks were cleared:*

Checking Account:	$ 198,154.86
Harbor Savings:	$ 59,145.86
Occupancy Tax:	$ 27,665.33
Fisheries: (NOT CITY'S)	**$ 16,002.00**

Sales Tax Savings:

60% Streets & Roads Maint:	187,992.68
40% Com. Development:	109,162.38
Interest Earned	
Total Sales Tax Balance:	**297,257.28**

Tongass Federal Account: $598,247.35 (-15,000 Fish $$) = $582,247.35

Wells Fargo Accounts:

Bonds:	$ 199,656.10
Market:	$ 879,851.89
TOTAL Wells Fargo ACCT:	**$1,079,507.99**

City Total Net Income All Accounts: ***$1,677,757.34***

QuickBooks Income/Expense year-to-date:

•	Income:	$379,438.34	$ 545,129.11
•	Expense:	$314,545.07	$ 313,838.40
NET INCOME:		***$64,893.27***	***$ 226,290.71***

AML/Conference Registrations – Newly Elected Officials:
Due October 13th, Conference November 13-17th Anchorage, Hotel Captain Cook.

Special Council Meeting Dates for OCTOBER:

- *Special Meeting - October 16th @ 6:30 workshop p.m. –Appoint Mayor & Vice Mayor...Declarations avail for Mayor Seat, not required, but would make easier. Vice Mayor no declaration necessary, may do so to make easier.*

7. PUBLIC COMMENTS:
There were no public comments.

8. COUNCIL COMMENTS:
Slayton inquired what the ATAP Grant was for? Benner stated the ATAP Grants were for the Sidewalk on Freeman Drive down to City Hall, and a Pathway from the Thorne Bay Boat Launch to the Grapple. Slayton inquired if the City was ready for the winter with the snow removal equipment up and running? Wayne stated the City had been working on the winter equipment making sure it would be ready for snowfall.
Edenfield requested the City have their employees be sure to plow the Fire Hall before anywhere else in town. The firehall is an emergency need for quick response.

9. NEW BUSINESS:

A. Certificate of Election, Certifying the results of the October 3, 2017 – General Municipal Election for the City of Thorne Bay, Election of 2 members of the Public to serve on the City Council for the term provided, discussion and action item:

Hartwell moved to certify the results of the October 3, 2017, General Municipal Election. Slayton seconded the motion. Election results included Robert Hartwell elected to Seat C with 62 votes, James Gould elected to Seat E, with 60 votes. Abbey Cook came in at 51 for Seat C, and Everett Cook came in at 52 for Seat E. There was no further discussion.

MOTION: Move to certify the results of the October 3, 2017, General Municipal Election
F/S: Hartwell/Slayton
YEAS: Edenfield, Slayton, Hartwell, McDonald, and Burger
NAYS: None
STATUS: Motion Passed.

B. ATAP Grant Applications and City Matching Fund Requirements for each phase, discussion and possible action item:

This item was removed from the agenda.

C. Authorizing extension of RV Park Space Rental for Nichole Levasseur, discussion and action item:

Hartwell moved to approve the RV Park Rental Agreement Extension Request for Nichole Levasseur. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to approve the RV Park Rental Agreement Extension Request for Nichole Levasseur
F/S: Hartwell/Edenfield
YEAS: McDonald, Burger, Hartwell, Slayton, and Edenfield
NAYS: None
STATUS: Motion Passed.

10. EXPENDITURES EXCEEDING $2,000.00:
There were no expenditures exceeding $2,000.00.

11. CONTINUATION OF PUBLIC COMMENT:
Jim McFarland stated there would be an ASC Meeting on Thursday at 7:00 p.m. with a fundraiser dinner beginning at 6:00 p.m. put on by the Highschool Cross Country Team.

12. CONTINUATION OF COUNCIL COMMENT:
No further council comments.

13. ADJOURNMENT:
Hartwell adjourned the meeting at 6:55 p.m.

_____
Harvey McDonald, Vice Mayor
For James Gould, Mayor

ATTEST:

_____
Teri Feibel, CMC

MINUTES
FOR THE SPECIAL MEETING
OF THE CITY COUNCIL
FOR THE CITY OF THORNE BAY, AK
COUNCIL CHAMBERS
CITY HALL

MONDAY
October 16, 2017
6:30 p.m.

The meeting was preceded by a workshop beginning at 6:00 p.m.

1. CALL TO ORDER:
Carlson 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. OATH OF OFFICE:
Seat C – Robert D. Hartwell (3-Year Term)
Robert D. Hartwell pledged his Oath of Office. City Clerk notarized the Oath of Office and retained for the files.

Seat E – James A. Gould (3-Year Term)
James A. Gould pledged his Oath of Office over the telephone. An original hardcopy of the signed Oath was in the City Clerk's possession. The City Clerk notarized the Oath of Office and retained for the files.

4. ROLL CALL:
Carlson, Slayton, Edenfield, Hartwell and Burger were present. Gould and McDonald attended by phone.

5. APPROVAL OF AGENDA:
Carlson moved to approve the agenda as written. Slayton seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda as written
F/S: Carlson/Slayton
YEAS: Carlson, Burger, Gould, McDonald, Slayton, Edenfield and Hartwell
NAYS: None
STATUS: Motion Passed.

6. MAYOR'S REPORT:
Vice Mayor Harvey McDonald reported that the Inter-Island Ferry Authority had an At-large board member opening and DeeDee Jeffries from Coffman Cove was nominated. McDonald informed the council and public, that if they had someone they wished to nominate for the at-large seat, to notify City Hall.

7. CITY ADMINISTRATOR & CLERK REPORT:

Wayne Benner, City Administrator, read the following report:

Meetings Attended and Updates:

A. Met briefly Tue with Craig City Administrator to discuss POWLAT grant, SEASWA, Sales Tax Collections and elections

Tasks and Projects:

A. Been busy week shuffling papers and working on personnel issues

New Business:

A. Appointment of Mayor - Teri will provide information on this item.
B. Appointment of Vice Mayor - Teri will provide information on this item.
C. I have spoken with Pat about a Partnership with SeAlaska and the Yellow Cedar project and believe this is a good project. I think acknowledging the intent to participate would be step one. Once there is a plan in place the City can better determine what direction they wish to take in assisting with this project.

Harbors and Parks: Water is scheduled to be shut off at harbor mid-October to first of November. Hopefully it can stay on until the fishing and cucumber boats leave.

Streets and Roads: Max is still off and may be off for a while as he is still waiting for an MRI. James and Josh are picking up the slack in areas where they can help.

Water and Sewer: Working on getting the roads around the manhole and water leak repairs patched. Reviewed the Draft Utility Business Plan DOWL put together for VSW and sent back comments. The plan shows that increase operating expenses should be covered by utility rates.

Solid Waste: The Solid Waste site has been busy with scrap metal and a few cars arriving.

Law Enforcement: Buck was back but sent back to Kake.

FIRE/EMS: Again good news with little activity

Library: Lana is back at the library.

City Clerk Report: Teri Feibel, CMC, commented on the following:

Appointment of Mayor and Vice Mayor.

There were two councilmembers that had completed a declaration of interest for the office of Mayor (which is a two-year term) and submitted to the Clerk.

Since two councilmembers were interested in the appointment, the City Clerk requested that each City Council Member write down the name of the Candidate of which they wish to nominate for the Office of Mayor.

The City Council will then make a motion to appoint the candidate which received 4 nominations. Once a motion is made, the City Council will second the motion and then vote.

The Councilmember which receives at least 4 votes, will be appointed as Mayor for the City of Thorne Bay for a two-year term expiring in October of 2019.

City Clerk report continued:

Vice Mayor Appointment:
Only one councilmember declared interest in the office of the Vice Mayor, which is a 1-year term. If no other nominations are given during the meeting, the City Council will make a motion to appoint the Councilmember whom declared candidacy, and then vote on the appointment.

8. PUBLIC COMMENTS:
There were no public comments.

9. COUNCIL COMMENTS:
There were no council comments.

10. NEW BUSINESS:

A. Appointment of Mayor for a 2-Year Term, or remainder of the Councilmembers current term, whichever is less, discussion and action item:

Slayton moved to appoint James Gould as Mayor for the City of Thorne Bay. Hartwell seconded the motion. At the opening of this agenda item, the City Clerk requested that each councilmember write down the name of the candidate of which they wish to nominate and appoint as Mayor for the City of Thorne Bay. The two councilmembers which had declared interest in the Mayor Office, were James Gould, and Robert Hartwell. The City Council submitted their nominations to the Clerk and the Clerk read each one for the record. James Gould received 4 nominations and Robert Hartwell received 3 nominations.

MOTION:	Move to appoint James Gould as Mayor for the City of Thorne Bay
F/S:	Slayton/Hartwell
YEAS:	Edenfield, Carlson, Slayton, Gould, Hartwell, McDonald, and Burger
NAYS:	None
STATUS:	Motion Passed.

B. Appointment of Vice Mayor for a 1-Year Term, discussion and action item:

Slayton moved to appoint Harvey McDonald as Vice Mayor for the City of Thorne Bay. Hartwell seconded the motion. There was no further discussion.

MOTION:	Move to appoint Harvey McDonald as Vice Mayor for the City of Thorne Bay
F/S:	Slayton/Hartwell
YEAS:	McDonald, Edenfield, Burger, Carlson, Gould, Hartwell and Slayton
NAYS:	None
STATUS:	Motion Passed.

C. City Council approval for the City of Thorne Bay to Partner with SeAlaska for the Yellow Cedar (Cypress) Rooted Cutting Project, discussion and action item:

McDonald moved for the City of Thorne Bay to enter into a partnership with SeAlaska for the Yellow Cedar (Cypress) Rooted Cutting Project. Hartwell seconded the motion.

Patrick Tierney presented the project specifications to the City Council and the need for support and partnership from surrounding communities. The flyer provided to the City Council by Mr. Patrick Tierney, is attached to the minutes. McDonald inquired what the natural range was for the Yellow Cedar was. Tierney replied that they grew along the West Coast through California through Yakutat Alaska. Tierney stated that Yellow Cedar was currently being reviewed for adding to the endangered species list, although he was not completely in agreement that they were endangered at this time. Hartwell inquired what would happen if Yellow Cedar was put on the endangered species list. Tierney if Yellow Cedar was on the endangered species list it would affect logging, they would not be able to be cut, limit firewood source for people, and Natives would not be able to use them for their carvings. There was further discussion.

MOTION:	Move to enter into a partnership with SeAlaska for the Yellow Cedar (Cypress) Rooted Cutting Project
F/S:	McDonald/Hartwell
YEAS:	Burger, McDonald, Carlson, Gould, Hartwell, Slayton and Edenfield
NAYS:	None
STATUS:	Motion Passed.

11. EXECUTIVE SESSION: The Council May adjourn to executive session for the purpose of discussing pending or threatened lawsuits in which the city has an interest, which are matters, the immediate knowledge of which would clearly have adverse effect upon the finances of the city.

There was no executive session held.

12. CONTINUATION OF PUBLIC COMMENT:

There were no public comments.

13. CONTINUATION OF COUNCIL COMMENT:

There were no council comments.

14. ADJOURNMENT:

Carlson adjourned the meeting at 6:58 p.m.

Harvey McDonald, Vice Mayor
For James Gould, Mayor

ATTEST:

Teri Feibel, CMC

Would the City of Thorne Bay be willing to become a Partner with Sealaska to support this educational project?

VALUES IN ACTION
SEALASKA

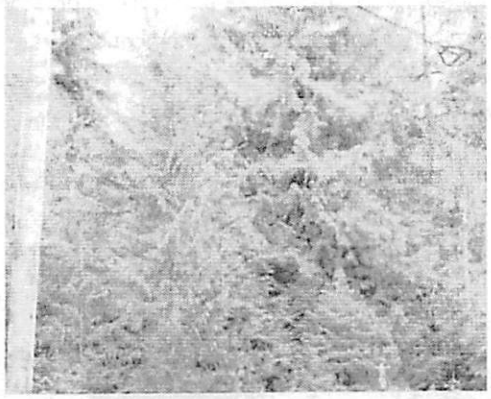
February 2017
Patrick J Tierney, Silviculturist

Yellow Cedar (Cypress) Rooted Cutting Project

SEALASKA

In keeping with Sealaska goals for outreach, environmental education and workforce development, the Sealaska Yellow Cedar Steckling (rooted cutting) demonstration project is meant to assist with environmental education using a local perspective and a hands-on approach which will serve to demonstrate the process to potential suppliers of native seed and plants that are sorely lacking for our local area.

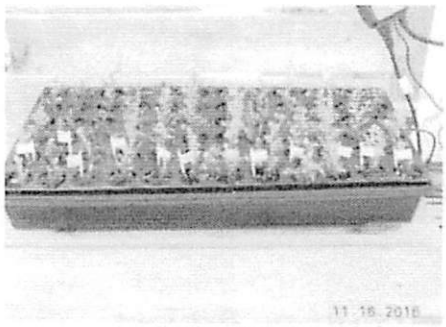
Seed collection efforts are labor intensive and have failed in recent years due to poor cone crop. Vegetative reproduction of the species is an alternative to seed collection. There is a strong desire to maintain the species on the landscape and provide opportunities for assisted migration of the species in view of climate change and yellow cedar decline. Vegetative propagation of yellow cedar is possible with environmental controls commonly found in greenhouse facilities. Southeast Island School District has greenhouse facilities and a natural resource curriculum already in place. This project is an ideal fit with these current educational opportunities at the grade school and high school levels.



Faded Yellow Cedar

Reasons for the project are explained using an ecological framework, highlighting the importance of this tree species both industrially and culturally. Students will have the opportunity to study the identifying characteristics of the common conifers on POW and will quickly move to the morphological difference in leaf form among our cedars, both red and yellow. Students will work, hands-on with young yellow cedar seedlings gathered from the wild and take cuttings, treat them with rooting hormone and place them in a small, portable hothouse tray to root.

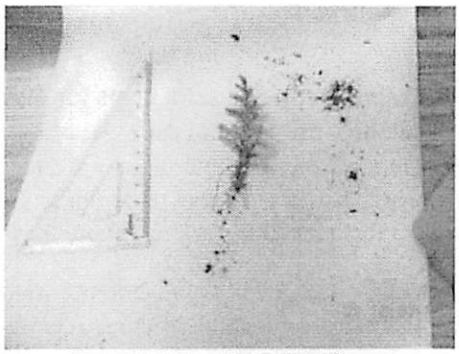
Students Working with Cuttings



Rooting Tray

Students will care for the young cuttings for 6 to 8 weeks, documenting their daily observations and care of the cuttings (misting, watering, recording temperatures).

At the end of the demonstration trial (6 to 8 weeks) students will examine root development, take measurements and document the results. Students will be encouraged to think of ways to improve the process. Students can then transplant the rooted cuttings for show, sale, gifting, or held for additional growth. Some stecklings will be kept and hedged to produce future cutting material.



Rooted Yellow Cedar Steckling

Participating schools that do not have greenhouse facilities will be focused towards production of over the counter style product using a 2.5" to 4" diameter and 4" to 5" deep nursery pots in flats. Schools that have greenhouse facilities may be focused toward production of industrial tree plugs using forestry trays or other appropriate growing containers. Sealaska will provide the initial hothouse kit, a small starter supply of growing containers and other materials as part of the project.

This project contributes to the long term objective of developing the local workforce and attempts to address the lack of supply for native plant materials, beginning with yellow cedar seedlings.

Greenhouse Propagation Chamber (Example)

The project also hopes to encourage local entrepreneurs who may be considering a greenhouse operation to consider supplying local native plant materials for habitat rehabilitation, restoration or improvement and reforestation projects.

MINUTES
FOR THE REGULAR
MEETING OF THE CITY COUNCIL
FOR THE CITY OF THORNE BAY
MEETING WAS HELD IN THE
CITY HALL COUNCIL CHAMBERS,
TUESDAY, NOVEMBER 7, 2017
BEGINNING AT 6:30 p.m.

Meeting was preceded by a workshop beginning at 6:00 p.m.

1. CALL TO ORDER:
Vice Mayor McDonald 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:
Carlson, Edenfield, Hartwell, McDonald, and Burger were present. Slayton and Gould attended by phone.

4. APPROVAL OF AGENDA:
Hartwell moved to approve the agenda removing the minutes from consent agenda. Carlson seconded the motion. There was no further discussion.

MOTION:	Move to approve the agenda removing the minutes from consent agenda
F/S:	Hartwell/Carlson
YEAS:	Burger, Gould, McDonald, Carlson, Slayton, Edenfield and Hartwell
NAYS:	None
STATUS:	Motion Passed.

5. MAYOR'S REPORT:
Vice Mayor McDonald stated he was in support of nominating DeeDee Jeffries for the IFA at large board position.

6. CITY ADMINISTRATOR & CLERK REPORT:
ADMINISTRATOR'S REPORT Wayne Benner reported the following:
Meetings Attended and Updates:

A. For those that did not go to the library this Halloween you missed a fantastic haunted house done by elections
B. The free scrap metal program is still on going as we continue to gain on the needed volume and are getting closer to having the needed quota. Thanks to Lee there were several cars removed form Town.
C. Nov 10th, this Friday is the recognized Veterans Holiday. City operations will be closed. The City will also be closed Nov 23 and 24 for Thanksgiving.

Tasks and Projects:

A. Working on completing paper work for the grants administered for the POWLAT.
B. Working on addressing the concerns that the DEC had after their inspection of the sewage treatment process. Some of which are being addressed with the disinfection process that VSW is funding.

C. The sales tax audit is making a few people mad, especially those that have been avoiding the system for some time. Another question is how many are collecting and not submitting or not collecting at all.
D. A few months ago, we started tracking curbside trash at time of pickup. Part of the fee study being worked on and part because we were starting to get a lot of cans bigger than the 33-gallon cans stipulated in the MC. Since the start we now only have one person with oversized cans and he is refusing to comply.
E. Republic Services has also submitted a request to renew our waste disposal agreement which the city has yet to enact due to the logistics of setting up the procedure to load and ship containers. This request will be presented at the next council meeting as I have some questions on their offer to assist the city in acquiring equipment to compact and bale MSW. I think this may have something to do with AML phasing out the ability for Klawock to ship MSW in open top containers.

New Business:

A. Resolution 17-11-07-01 amends Resolution 04-05-20-01 updating Wage Scale and Teri can elaborate on this.
B. Resolution 17-11-07-02 approval of Stram Subdivision. This subdivision was discussed at the time of the variance request which was denied. The preliminary plat has been reviewed and meets the city requirements, so you have before you the final plat for recording.
C. Resolution 17-11-07-03 amending float plane moorage allows for annual and semiannual agreements. The rates are proposed to increase for monthly and semiannual agreements but annual moorage will remain what is currently charged per month for 12 months. Thus, the increase in fee is for the short-term users, same system used with boat moorage.
D. Authorizing the City of Thorne Bay to enter into an agreement with the City of Craig to allow the City of Thorne Bay to administer the Omnilert for emergency services. Craig will be the program administer for the island and communities will then be sub administers under the program. This would also allow the city to enter into Omnilert agreements with other organizations in the future. This will increase the cost and place the city in the position of administrator for these other programs so I think we should just focus on EMS at this time.
E. Supporting the nomination of Coffman Cove resident Deedee Jeffries to the IFA Board was discussed at the last meeting and this is the formal process required by the IFA.
F. Authorizing the city to enter into an agreement with Seaport Telecommunications for highspeed satellite internet service to serve the harbor is a good idea if they administer the entire program. I do not believe the city wants to administer the monthly internet operations. I would also recommend that if you are allowing equipment to be placed at the harbor, the city should allow them to use other city property for the installation of equipment to serve residents that have no ability to get satellite service. The other question is this free or will there be a rental fee?

Ordinances for Introduction:

A. Ordinance 17-11-21-01 Amending the TBMC is being done upon request of the State Court system to separate out those offences that have state fines and those that have city fees. Teri has been working on this massive project for some time as it affects much of the code.
B. Ordinance 17-11-21-02 amending the TBMC personnel section, Police Department, updates the VPSO section to reference their duties to the agreement between the city and the VPSO program as this agreement changes from time to time. The current code references duties that have change since the late 80's when the VPSO program was implement. Jason Wilson has reviewed and concurs with the proposed wording.
C. Ordinance 17-11-21-03 amending the TBMC personnel section corrects the hours for part time employees to be consistent with the hours the State use. Teri

Executive Session: Not at this time

Harbors and Parks: Water is shut off at the harbor. Shane is now the project and maintenance person, which includes snow removal, for the city working Mon, Wed, Fri. On his days on he will be checking the harbor and Tue and Thru other city staff will be checking. We will be advertising for a fulltime harbor master sometime after the first of the year. Davidson Landing project is moving along and electrical work on the harbors is out to bid.

Streets and Roads: Max is back on limited duty. Sanders and plows are ready. I have asked OVK to do some grading if weather permits.

Water and Sewer: Jason is back from vacation so the utility crew can get some water meters replaced before the weather turns to bad as well as the patches complete on Shoreline Drive. Updating he COTB with new timelines to reflect VSW projected timeline. Engineers are here today gathering some additional information for the water improvement designs. Also, it is that time of year for chasing water leaks that develop from the freezing temps.

Solid Waste: The Solid Waste site has been busy with scrap metal and cars. Still far short of the additional tonnage needed but SE Road Builders and some of the mills are helping with large quantities of equipment. It is looking more promising that WM will get the per ton cost for scrap metal that will make their proposal feasible if we can collect the additional tonnage.

Law Enforcement: Buck has been up North for training, was back and is gone again.

FIRE/EMS: I am hoping to meet with the Klawock EMS Director before the end of the year to discuss updating the MOU with Klawock EMS.

Library: Again thanks to Ashley and Lana for the haunted house.

7. PUBLIC COMMENTS:

Thom Cunningham commented on the following:

- How long will the City be accepting scrap metal at the solid waste site? Would like to get notice out to people

8. COUNCIL COMMENTS:

McDonald stated there were people in the audience from the harbor who were there to support the city entering into an agreement for satellite internet.

9. CONSENT AGENDA:

A. <u>Minutes for the October 9 & 16, 2017, Special City Council Meeting, discussion and action item</u>:

This item was removed from the agenda.

10. NEW BUSINESS:

A. Resolution 17-11-07-01, amending Resolution 04-05-20-01-City Wage Scale, discussion and action item:

McDonald moved to approve Resolution 17-11-07-01. Hartwell seconded the motion. City Clerk Feibel explained the resolution adopted the General Scale for Alaska Workers, and adopted a system for providing pay increases to employees. There was further discussion.

MOTION: Move to approve Resolution 17-11-07-01
F/S: McDonald/Hartwell
YEAS: Edenfield, Carlson, Burger, McDonald, Hartwell, Gould and Slayton
NAYS: None
STATUS: Motion Passed.

B. Resolution 17-11-07-02, approval of Stram Subdivision, a subdivision of Block 7, Lot 18, South Thorne Bay, Creating Lots 18-A and 18-B, Block 7, South Thorne Bay, located within the Ketchikan Recording District, Discussion and action item:

McDonald moved to approve Resolution 17-11-07-02. Hartwell seconded the motion. Benner stated the preliminary plat was consistent with requirements for subdividing parcels within Residential/Commercial III Zoning, and recommended approval.

MOTION: Move to approve Resolution 17-11-07-02
F/S: McDonald/Hartwell
YEAS: Burger, McDonald, Carlson, Gould, Hartwell, Slayton and Edenfield
NAYS: None
STATUS: Motion Passed.

C. Resolution 17-11-07-03, amending floatplane moorage fees for the Thorne Bay Harbor, discussion and action item:

McDonald moved to approve Resolution 17-11-07-03. Edenfield seconded the motion. Benner stated floatplane mooring fees had not been updated since 2012. The amendments provided for 6-month and annual contract rates. There was no further discussion.

MOTION: Move to approve Resolution 17-11-07-03
F/S: McDonald/Edenfield
YEAS: Edenfield, Slayton, Hartwell, Gould, Carlson, Burger and McDonald
NAYS: None
STATUS: Motion Passed.

D. Authorizing the City of Thorne Bay to enter into Agreement with the City of Craig, for annual subscription of Omnilert, a mass notification service on POW, discussion and action item:

McDonald moved to authorize the City to enter into an agreement with the City of Craig for Omnilert Mass Notification Service for Prince of Wales Island. Edenfield seconded the motion. There was further discussion.

MOTION: Move to authorize the City to enter into an agreement with the City of Craig for Omnilert Mass Notification Service for Prince of Wales Island
F/S: McDonald/Edenfield
YEAS: McDonald, Burger, Carlson, Gould, Hartwell, Slayton and Edenfield
NAYS: None
STATUS: Motion Passed.

E. Supporting the Nomination of Coffman Cove resident, Deedee Jeffries, to the IFA Board of Directors at-large position, discussion and action item:

McDonald moved to support the Nomination of DeeDee Jeffries to the at-large IFA Board Seat. Carlson seconded the motion. There was no further discussion.

MOTION: Move to support the Nomination of DeeDee Jeffries to the at-large IFA Board Seat
F/S: McDonald/Carlson
YEAS: Slayton, Edenfield, Hartwell, Gould, Carlson, McDonald and Burger
NAYS: None
STATUS: Motion Passed.

F. Authorizing the City to enter into a service agreement with Seaport Telecommunications, for highspeed satellite internet service through HughesNet Gen 5 satellite, to serve the Thorne Bay Harbor, discussion and action item:

McDonald moved to authorize the City to enter into an agreement with Seaport Telecommunications for placing Satellite dish equipment on City Property in order for them to provide services to harbor users. Hartwell seconded the motion. Discussion included the City not in a position to add Satellite Wi-Fi internet into their billing and managing the internet system for the harbor. There was consensus that the City would contact Seaport Telecommunications to offer a place for them to place their satellite equipment in order to provide satellite internet services to harbor users. Benner stated he was not sure if Seaport Telecommunications would be interested in that option, but would contact them to discuss. There was further discussion.

MOTION: Move to authorize the City to enter into an Agreement with Seaport Telecommunications for placing Satellite dish equipment on City Property in order for them to provide services to harbor users
F/S: McDonald/Hartwell
YEAS: McDonald, Burger, Carlson, Gould, Hartwell, Slayton and Edenfield
NAYS: None
STATUS: Motion Passed.

11. ORDINANCES FOR INTRODUCTION:

A. Ordinance 17-11-21-01, Amending the Thorne Bay Municipal Code General Penalties, adding Sections 1.16.031-Surcharges, and 1.16.035-Minor Offence Fine Schedule, discussion and action item:

McDonald moved to approve Ordinance 17-11-21-01. Burger seconded the motion. Benner explained this ordinance was necessary to amend all chapters within the code which had a fine for violating city ordinances, to include the fine schedule in one location of the code as 1.16.035 – Minor Offense Fine Schedule, and allow for the Courts to enforce municipal ordinances, and also allow the defendants the option to pay the fines directly to the City to avoid a court hearing. Certain offenses were mandatory court appearances and the defendant would be required to appear in court for judgement.

MOTION: Move approve Ordinance 17-11-21-01
F/S: McDonald/Burger
YEAS: Hartwell, Carlson, Burger, Slayton, McDonald, Edenfield and Gould
NAYS: None
STATUS: Motion Passed.

B. Ordinance 17-11-21-02, amending the Thorne Bay Municipal Code Title 2-Administration and Personnel, Chapter 2.36-Police Department--Chief, Sections 2.34.010-Department Generally, and 2.36.020-Powers and Duties, discussion and action item:

McDonald moved to approve Ordinance 17-11-21-02. Edenfield seconded the motion. Benner explained this ordinance amendment was to bring the Police Officer Section of the code in line with the most current VPSO Agreement the City has. The last time this section was revised was in 1999. There was further discussion.

MOTION: Move to approve Ordinance 17-11-21-02
F/S: McDonald/Edenfield
YEAS: Carlson, Burger, Hartwell, Slayton, McDonald, Edenfield and Gould
NAYS: None
STATUS: Motion Passed.

C. Ordinance 17-11-21-03, Amending Title 2.24 – Administration and Personnel, Section 2.24.030 Employment. A. Permanent Employees, 2. Part-Time, discussion and action item:

McDonald moved to approve Ordinance 17-11-21-03. Hartwell seconded the motion. There was no further discussion.

MOTION: Move to approve Ordinance 17-11-21-03
F/S: McDonald/Hartwell
YEAS: Carlson, Hartwell, Gould, Edenfield, McDonald, Slayton and Burger
NAYS: None
STATUS: Motion Passed.

12. EXECUTIVE SESSION: The Council May adjourn to executive session for the purpose of discussing pending or threatened lawsuits in which the city has an interest, which are matters, the immediate knowledge of which would clearly have adverse effect upon the finances of the city.

There was no executive session.

13. CONTINUATION OF PUBLIC COMMENT:

There were no further public comments.

14. CONTINUATION OF COUNCIL COMMENT:

There were no further council comments.

15. ADJOURNMENT:

McDonald adjourned the meeting at 7:34 p.m.

Harvey McDonald, Vice Mayor
For James Gould, Mayor

ATTEST:

Teri Feibel, CMC

MUNICIPAL SOLID WASTE TRANSPORT AND DISPOSAL AGREEMENT

THIS MUNICIPAL SOLID WASTE TRANSPORT AND DISPOSAL AGREEMENT (the "Agreement") is made as of the __ day of _____, 20__ by and between the City of Thorne Bay, an Alaska city (the "City") and Regional Disposal Company ("RDC"), a state of Washington general partnership.

1. Purpose. City and RDC enter into this Agreement to establish terms and conditions under which City engages RDC to transport and dispose of municipal solid waste generated and to recycle recyclable materials within the City or received at City solid waste handling facilities.

2. City's Obligations. The City's obligations under this Agreement include the following:

a. The City shall pay service fees to RDC in accordance with Section 5 below, and shall exercise reasonable best efforts to ensure that all Acceptable Waste (as defined below) generated or disposed of within the City or received at any City solid waste handling facility (other than recyclable solid waste retained by the City for recycling purposes) is directed to RDC under this Agreement.

b. The City shall load municipal solid waste into the containers provided by RDC for that purpose. The City shall care for the containers provided by RDC and be responsible for any damage that occurs to them during the City's use or possession of the containers, excluding damage normally resulting from ordinary use or damage caused by forces or actions outside of the control of the City.

c. The City shall deliver to RDC loads containing in each instance only either (1) Acceptable Waste, or (2) Recyclable Materials. "Acceptable Waste" means municipal solid waste, including garbage, rubbish, refuse, paper and cardboard, plant and grass clippings, commercial, industrial, demolition and construction wastes, woodwastes, septage screenings, and discarded small household appliances (i.e., of a size capable of being lifted by a person of average strength). The term "Acceptable Waste", however, does not include "Excluded Waste", which for purposes of this Agreement means (1) any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; highly flammable substances; explosives; medical wastes; radioactive wastes; sewage sludge; liquid wastes; special wastes; and dangerous wastes, each as defined by applicable federal, state, or local laws or regulations or permit conditions, including but not limited to 40 C.F.R. Part 261 and Washington Administrative Code Ch. 173-303, and (2) any other waste that may not be disposed of at RDC's Roosevelt Regional Landfill under federal, state or local law, regulation, rule, code, permit or permit condition. "Recyclable Materials" means those solid wastes that are separated for and susceptible to recycling or reuse and for which there exists a market for such purposes (such as papers, metals and glass), and that are identified as recyclable material pursuant to a local comprehensive solid waste

management plan. The term includes materials that are included in the definition of recyclable materials set forth in RCW 70.95.030 or regulations promulgated thereunder, as such definition and regulations may be changed from time to time. The term "Recyclable Materials", however, does not include Excluded Waste. Loads that are tendered as loads of Recyclable Materials, but that contain more than an insignificant amount of Acceptable Waste that does not qualify as Recyclable Materials, shall at RDC's option be treated as loads of Acceptable Waste.

d. The City shall minimize the possibility that Excluded Waste is loaded into containers of either Acceptable Waste or Recyclable Materials delivered to RDC, and shall encourage source separation of Recyclable Materials, by adherence to the provisions of its operating plan that are designed to achieve those purposes.

3. RDC's Obligations. RDC shall:

a. make available at the City's designated loading site sufficient numbers of intermodal shipping containers for transport by RDC of loads of Acceptable Waste and loads of Recyclable Materials. pursuant to this Agreement;

b. arrange for the transport of container loads of Acceptable Waste to its facility in Roosevelt, Washington, where it will dispose of such Acceptable Waste;

c. arrange for the transport of container loads of Recyclable Material to one or more RDC facilities within the state of Washington, where RDC will process and sell the Recyclable Material.

d. provide all of the facilities, equipment, and personnel necessary for such work, and perform the work in compliance with generally accepted industry practices and all applicable local, state, and federal regulations; and

e. take possession and control of loads of Acceptable Waste delivered by the City to RDC or its subcontractor for transportation and disposal, and of loads of Recyclable Material delivered by the City to RDC or RDC's subcontractor for transportation, processing and sale. Title to Acceptable Waste delivered to RDC shall become the property of RDC upon RDC's acceptance of tender of loaded containers for shipment at the City's transfer facility or at such other location as the City reasonably may designate as the point of delivery. to and liability for any Excluded Waste (including but not limited to any household hazardous waste and small quantity generator hazardous waste that is included in containers delivered to RDC despite the City's attempts to prevent its inclusion) shall not pass to RDC unless and until RDC has so commingled such Excluded Waste with other materials that the City no longer with reasonable certainty can be proven to be the source of such Excluded Waste; and if it is discovered in any instance that Excluded Waste has been delivered, RDC shall be free to dispose of such Excluded Waste in such lawful manner as RDC may elect at the expense of the City. This provision in no manner relieves the City of its

obligation to tender only loads of Acceptable Waste as specified in Section 2(c) of this Agreement.

4. RDC's Covenants and Warranties. RDC warrants and represents that it has the business, professional, and technical expertise to transport and dispose of the City's municipal solid waste and shall at all times do so in a prudent and workmanlike manner. Furthermore, RDC warrants and represents that it has all the governmental authorizations, licenses and permits necessary to perform this agreement and that it has the equipment, disposal facility and employee resources required to perform this Agreement, and such equipment and disposal facility shall, at all times relevant to the performance of services hereunder, be maintained in a good and safe condition and fit for use as required. RDC covenants and warrants that it has performed all the necessary partnership actions to approve, execute, and perform this contract as detailed herein.

5. Billing and Payment.

a. Billing. RDC shall provide to the City, by the fifteenth (15th) day of each month, a statement in a format that is mutually agreeable to RDC and City detailing the number of containers handled and the weight of each container of the City's waste accepted by RDC in the preceding month. The method of determining tonnage of Acceptable Material shipped shall be by certified scale at the Roosevelt Regional Landfill in Roosevelt, Washington. The method of determining tonnage of Recyclable Material shipped shall be by certified scale at the Rabanco Recycling Center in Seattle. Tonnage shall be determined to the nearest 1/100th ton.

b. Service Fee.

i. The service fees payable to RDC for its services pursuant to this Agreement initially shall be:

For loads of Acceptable Waste the service fee payable to RDC shall be:

- Transportation Component: $54.95 per ton of Acceptable Waste delivered by the City to RDC, but not less than $1,428.70 for each forty-foot container and not less than $1,538.60 for each forty-eight foot container; *plus*

- Transportation Fuel Surcharge: A per-load fuel surcharge equal in amount to the per-load fuel surcharge payable by RDC to its transportation subcontractor; *plus*

- Disposal Component: $57.50 per ton of Acceptable Waste delivered by the City to RDC, but not less than $1,495.00 for each container.

For loads of Recyclable Materials the service fee payable to RDC shall be the total of the following two components:

- Transportation Component: $54.95 per ton of Recyclable Materials delivered by the City to RDC, but not less than $1,428.70 for each forty-foot container and not less than $1,538.60 for each forty-eight foot container; *plus*

- Transportation Fuel Surcharge: A per-load fuel surcharge equal in amount to the per-load fuel surcharge payable by RDC to its transportation subcontractor; *plus*

- Recycling Component: $51.50 per ton for all Recyclable Materials delivered by the City to RDC.

- Recycling Processing Component: $30.00 per ton of Recyclable Materials delivered in the case of any Recyclable Material that is commingled and requires separation by RDC.

The amount payable as per-load Transportation Fuel Surcharges shall be subject to adjustment on a quarterly basis. Transportation Fuel Surcharges shall be based on the average daily price of fuel for the immediately preceding quarter, and the Transportation Fuel Surcharge (which is calculated as a percentage of the transportation fee payable by RDC to its transportation subcontractor for transport of loads of the City's Acceptable Waste or Recyclable Materials) will be determined by a fuel surcharge table that is made a part of RDC's subcontract with its transportation subcontractor. RDC shall make available to the City such documentation as the City reasonably may require for the purpose of verifying the Transportation Fuel Surcharges billed by RDC to the City for loads of Acceptable Waste and Recyclable Materials transported pursuant to this Agreement do not exceed sums payable by RDC as fuel surcharges to its transportation subcontractor.

ii. RDC will accept loaded containers of Acceptable Waste or of Recyclable Materials having a net weight of up to thirty-three (33) tons. If the City tenders and RDC accepts loaded containers exceeding thirty-three (33) tons net weight, the service fee for the tonnage in a loaded container in excess of thirty-three (33) tons shall be one hundred twenty-five percent (125%) of the otherwise applicable service fee (exclusive of Transportation Fuel Surcharges). The increased fee for tonnage in a loaded container in excess of thirty-three (33) tons is to compensate RDC for the wear resulting from excess weight.

iii. The City shall remit payment by the thirtieth (30th) day following the date of RDC's billing statement. RDC may charge and City shall pay a service charge of one and one-half percent per month or the maximum rate permitted by law, whichever is less, on any amounts paid after such thirty (30) day period, which amount will be prorated for any partial month in which payment remains overdue. City shall also pay all reasonable costs of collection, including attorney's fees, incurred by RDC in the collection of amounts owing but not paid by City within such thirty (30) day period. Except as otherwise specifically stated herein, all

prices and charges set forth herein are inclusive of all federal, state, and local taxes levied on the transportation and disposal of municipal solid waste.

iv. RDC shall pay the City one hundred percent (100%) of sums collected by RDC from the sale of Recyclable Materials received by RDC from the City pursuant to this Agreement, net of any excise taxes (including but not limited to sales taxes, use taxes or business and occupation taxes) that RDC is required to pay or remit to any federal, state or local jurisdiction on account of its sale of such Recyclable Materials. Such payment will be based on RDC's actual prices for sales of Recyclable Materials and will be credited against RDC's fees for recycling services provided pursuant to this Agreement. RDC's actual price for sales of Recyclable Materials will be based on the average price for RDC's sale of all such Recyclable Material (by commodity category) during the month in which the Recyclable Material is received.

c. Price Adjustment for Inflation. Each of the service fees specified in Section 5(b) above and components thereof (including the per-load minimums specified in Section 5(b), but not including Transportation Fuel Surcharges), shall be adjusted annually on July 1 of each year, commencing July 1, 2013, based on the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the Seattle-Tacoma-Bremerton area, all items (1982-84 = 100), in accordance with the following formula:

$$AA = BSF * (1 + [(\{CPIy/CPIo\} - 1) * 0.95])$$

where:

AA = the adjusted amount of the applicable Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum;
BSF = the applicable initial amount of such Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum specified in Section 5(b)(i) above;
CPIy = the CPI for the month of April most recently preceding the date on which the adjustment is to be effective (e.g., CPIy would be the CPI for April 2013 in the case of the adjustment to take effect on July 1, 2013, and would be the CPI for April 2014 in the case of the adjustment to take effect on July 1, 2014); and
CPIo = the CPI for April 2012 (which the parties acknowledge to be 237.931).

If the United States Department of Labor ceases to publish a CPI index for the Seattle-Tacoma-Bremerton area, then its most comparable index encompassing the Puget Sound Region or the State shall be used, and if such indices are unavailable, a similar index reasonably determined by both RDC and City shall be used.

Attached to this Agreement are illustrative examples of the way in which the formula expressed above is to be applied.

d. Price Adjustment for Change in Law. RDC may, after obtaining City's approval, which approval may not be unreasonably withheld, increase a service fee by one hundred percent (100%) of RDC's reasonable actual increased costs of performing the services for which it charges the service fee due to a change in law. For purposes of this section, a "change in law" includes new laws, regulations, ordinances of general application and modifications of them; new decisions of tribunals, either judicial or administrative, and any modifications of them; or the imposition of any material conditions on the renewal of any permit, license or approval which makes the transportation, storage, land application or other management of municipal solid waste more burdensome financially than under the requirements in effect at the Effective Date (as defined below). Such increase in either or both of RDC's service fees may occur only for reasonable costs that are actually incurred, and shall not be allowed for any cost increases that are in any way attributable to activities outside of the ordinary performance of this Agreement by or within the control of RDC or its subcontractors, employees, or agents.

6. Term and Extension. The term of this Agreement shall be five (5) years, commencing on _____, 20___ (the "Effective Date"). Effective as of the day that follows any date on which this Agreement otherwise would expire, this Agreement automatically shall extend for a new five-year period under the same provisions and for the same service fees in accordance with Section 5 of this Agreement (as previously adjusted pursuant to Section 5(c) and/or Section 5(d)), unless either party provides written notice of its election to terminate this Agreement as of the end of the then-current period at least twelve (12) months prior to the end of such period. The immediately preceding sentence shall apply both in the case of the initially contemplated five-year term, and at the end of any one or more five-year extension terms.

7. Insurance. At all times during the term of this Agreement, RDC shall maintain an insurance policy, regardless of what insurance City may maintain; and, provide limits of liability of not less than $2,000,000 combined single limit bodily injury and property damage; and, provide for not less than thirty (30) days advance written notice to City regarding any material changes to the policy. The City will be included as an additional insured on RDC's policy. It is further agreed that an ACORD form of Certificate of Insurance showing all of the required coverages and endorsements shall be provided to City, upon the City's written request.

8. Permits; Records. Each party shall maintain all necessary permits and approvals for its facilities and under this Agreement; all in accordance with law. These records shall be available for each parties' copying and review upon seven (7) days written notice.

9. Termination; Default.

a. RDC may terminate this Agreement upon giving City written notice if:

i. City fails to make any payment required hereunder within thirty (30) days after receiving notice of nonpayment from RDC, unless the City has a legitimate reason for the delay;

ii. City breaches any material representation or warranty set forth herein;

iii. City defaults in the performance of any other material obligation under this Agreement and fails to cure such default within thirty (30) days after receiving written notice thereof from RDC; or

iv. The City unreasonably withholds its consent to a fee adjustment request by RDC pursuant to Section 5(d) above (attributable to changes in law).

b. The City may terminate this Agreement upon giving RDC written notice if:

i. RDC breaches any material representation or warranty set forth herein;

ii. RDC defaults in the performance of any other material obligation under this Agreement and fails to cure such default within thirty (30) days after receiving written notice thereof from City; or

iii. RDC fails to comply with any federal, state or local laws, rules, orders or ordinances, or regulations that pertain to the transportation or disposal of the municipal solid waste and fails to cure such non-compliance within thirty (30) days after receiving written notice from the appropriate agency or court; or

c. The City may terminate this Agreement upon thirty (30) days written notice to the other if price adjustments pursuant to Section 5(d) above (attributable to changes in law) cause the aggregate service fees payable by the City to RDC under this Agreement to increase by more than ten percent (10%) in any one year, or by more than twenty-five percent (25%) over the life of this Agreement (when compared against the aggregate service fees that would be payable in the absence of any price adjustments pursuant to Section 5(d) above).

d. The City may terminate this Agreement upon thirty (30) days written notice to RDC if the amount of all Transportation Surcharges reflected on any invoice by RDC to the City exceeds forty percent (40%) of the amount of all Transportation Components reflected on the same invoice, and if the City's 30-day notice of termination is given within ninety (90) days following the City's receipt of the invoice.

e. Either party may terminate this Agreement as provided for by Section 15 (dealing with force majeure events).

A termination by either party of this Agreement shall not affect the parties' respective rights and obligations to each other with respect to Acceptable Waste and Recyclable Materials delivered to RDC prior to the effective date of termination.

10. Indemnification.

a. RDC agrees to defend, indemnify and hold City harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses, expenses, penalties and costs of defense relative thereto, including legal fees, ("Losses") caused by or resulting from either RDC's breach of this Agreement or by its negligence in performing it.

b. City agrees to defend, indemnify and hold RDC harmless from and against any and all Losses caused by or resulting from either the City's breach of this Agreement or the City's negligence in performing it.

Notwithstanding any other provision herein, obligations created by this section shall survive the Agreement.

11. Compliance with Laws. City and RDC shall each fully comply with all applicable laws, ordinances, decisions, orders, rules or regulations of any government or governmental agency pertaining to its handling, transportation, or disposal of the City's waste.

12. Disputes; Governing Law; Venue.

a. Disputes. In an attempt to resolve any outstanding dispute between the parties, representatives from RDC and the City shall meet and a good faith efforts attempt shall made to resolve the dispute.

b. Jurisdiction; Venue. The parties agree that proper venue for any litigation arising out of or relating to this Agreement may be either the the Federal District Court for the Western District of Washington (or the King County Superior Court, if the matter is one as to which a federal court would not have subject matter jurisdiction), or the Federal District Court for the District of Alaska (or the _____, if the matter is one as to which a federal court would not have subject matter jurisdiction), and each of the parties submits to the jurisdiction of each of such courts in any such action.

c. Governing Law. Regardless of venue, this Agreement shall be construed and interpreted in accordance with the internal laws of the State of Alaska.

13. Unenforceability. If any part of the Agreement is declared to be invalid or unenforceable, the rest of the Agreement shall remain binding.

14. Independent Contractor. Each party hereto is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

15. Force Majeure. Should either party be prevented wholly, or in part, from performing its respective obligations under this Agreement by a cause reasonably outside of and beyond the control of the party affected thereby, including but not limited to war, government regulation, restriction or action, strike, lockout, accidents, storms, earthquake, fire, acts of god or public enemy or any similar cause beyond the control of the parties, then such party shall be excused hereunder during the time and to the extent that the performance of such obligation are so prevented, and such party shall have no liability whatsoever for any damages, consequential or otherwise, resulting therefrom. After either party's performance has been suspended for a period of at least three months due to a force majeure event, the other party may terminate the agreement at any time before performance resumes by providing written notice to the other party.

16. Non-Waiver. Either party's failure to enforce its rights under any provision of this Agreement shall not be construed to be a waiver of that provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach.

17. Notices. All notices required under this Agreement shall be personally delivered or mailed by certified or registered mail, postage prepaid as follows:

If to City, addressed to:

_____
_____
_____
_____

If to RDC, addressed to:

Joe Casalini, Vice President
Regional Disposal Company
200 — 112th Avenue NE, Suite 300
Bellevue, WA 98004

with a copy to:

Contracts Compliance Officer
Regional Disposal Company
200 — 112th Avenue NE, Suite 300
Bellevue, WA 98004

or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date so delivered or three (3) business days after being deposited in the U.S. mail.

18. Entire Agreement: Amendment. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the parties with respect to such subject matter. This Agreement may not be modified or amended, in whole or in part, except by a writing signed by both parties.

19. Counterparts. This Agreement may be executed in separate counterparts, each of which is part of a single contract. A party's transmission to the other by fax, email or other electronic means of the transmitting party's signature on this Agreement shall be effective as an

acceptance of this Agreement by the transmitting party, with the same force and effect as the delivery of an executed original.

The Rest Of This Page Is Intentionally Left Blank – Signature Page Follows

WHEREFORE, the parties have executed this Agreement as of the date first written above.

REGIONAL DISPOSAL COMPANY By WJR Environmental, Inc., Managing Partner	The City of Thorne Bay, ALASKA
By: _____	By: _____
Name: Mike Huycke	Name: _____
Title: Vice President	Title: _____

#891013 v1 / 32255-028
#893838 v1 / 32255-028

EXAMPLES OF CPI CALCULATION
(For Illustrative Purposes Only, To Demonstrate The Application Of The Adjustment Formula – Not Intended As An Assurance Or Prediction Of Future Changes In CPI)

If:

(1) BSF (the initial dollar amount of a given component subject to adjustment) were to be $100.00
(2) The CPI for the month of April 2013 were to be 243.641

Then, applying the formula, which is:

$$AA = BSF * (1 + [(\{CPIy/CPIo\} - 1) * 0.95])$$

where:

AA = the adjusted amount of the applicable Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum;
BSF = the applicable initial amount of such Disposal Component, Recycling Component, Recycling Processing Component, Transportation Component, or per-load minimum specified in Section 5(b)(i) above;
CPIy = the CPI for the month of April most recently preceding the date on which the adjustment is to be effective (e.g., CPIy would be the CPI for April 2013 in the case of the adjustment to take effect on July 1, 2013); and
CPIo = the CPI for April 2012 (which the parties acknowledge to be 237.931).

the adjusted amount of that particular component beginning July 1, 2013 would be:

$$\$100.00 * (1 + [(\{243.641 \div 237.931\} - 1) * 0.95]) =$$

$$\$100.00 * (1 + [(1.023998554 - 1) * 0.95]) =$$

$$\$100.00 * (1 + [0.023998554 * 0.95] =$$

$$\$100.00 * (1 + 0.022798626) =$$

$$\$100.00 * 1.022798626 =$$

$102.2798626 (rounds to $102.28)

* * *

Now, suppose that the CPI for April 2014 were to be 250.501. In that case, the adjusted amount of that same component effective as of July 1, 2015 (the second annual CPI adjustment) would be:

$100.00 * (1 + [({250.501/237.931} – 1) *0.95]) =

$100.00 * (1 + [(1.052830442 -1) * 0.95]) =

$100.00 * (1 + [0.052830442 * 0.95] =

$100.00 * (1 + 0.05018892) =

$100.00 * 1.05018892 =

$105.018892 (rounds to $105.02)

UPCOMING ORDINANCE AMENDMENTS FOR TITLE 10.20 – Parking, Standing and Stopping

PROPOSED ADDITIONS ARE CAPITALIZED AND BOLD
~~Proposed deletions are stricken~~

10.20.060 Off-street parking place--Removal of unauthorized vehicles. **A. Removal of Unauthorized Vehicles**. The rightful owner, lessee or other person authorized to control or use an off-street private parking space may remove an unauthorized vehicle from an off-street private parking space by requesting a towing company authorized by the state of Alaska to conduct towing operations in the city. The city shall not be liable for any towing, storage or other charges of for the acts of any person taken under the authority of this chapter.
B. Definition. For the purpose of this section,

1. "PUBLIC PARING SPACES" ALL CITY OWNED LANDS INCLUDING ROADWAYS AND RIGHTS-OF-WAY.

2. "private parking spaces" include both publicly and privately owned off-street parking spaces which are reserved for the use of a specific individual or group of individuals or are otherwise restricted when such reservations or restrictions are posted.

3. Harbor Parking--Harbor Zone. Parking on both sides of the Main Harbor between the ramp and Shoreline Drive, parallel to the ramp, is limited to **LOADING AND UNLOADING**, except for the space designed for the harbormaster, **HANDICAPPED, ATV VEHICLES OR SPECIAL USE VEHICLES.**

4. Harbor Parking--Permit Required. The parking of any vehicle, boat and/or trailer, motorcycle, RV or other at the Main Harbor, **BOAT LAUNCH** and Davidson Landing areas shall be for no longer than **TWELVE** hours, unless a monthly parking permit is obtained at city hall **OR HARBOR OFFICE**. The Main Harbor area designated for **Twelve-hour PARKING** shall be on both sides of Shoreline Drive **FROM THE HARBOR ENTRANCE AREA TO THE INTERSECTION OF RAINY LANE. THE CITY BOAT LAUNCH AREA DESIGNATED FOR TWELVE HOUR PARKING SHALL BE IN THE AREA NEXT TO THE BOAT LAUNCH. The DAVIDSON LANDING DESIGNATED FOR TWELVE HOUR PARKING SHALL BE IN THE AREA FROM THE BOAT DOCK RAMP TO THE LIGHT POLE, BY THE PATH TO THE SHELTER AND ADJACENT TO THE BOAT LAUNCH THE REMAINING AREA SHALL BE permit parking. HARBOR SLIP OWNERS ARE ENTITLED TO ONE NO FEE HARBOR PARKING PERMIT FOR EACH ANNUAL HARBOR SLIP RENTAL.** The permit shall be placed in such a position that it is easily viewed through the windshield, or attached in a secure manner to trailers, etc., as long as the permit is easily viewable by city personnel. The billing cycle for permit parking in these

areas shall by from the first of each month to the first of the following month, to correspond to the city's billing cycle. The first month's permit fee shall be paid in advance at the time of application, pro-rated per day to the beginning of the next billing cycle, and invoiced by the city thereafter. If the subsequent invoice is not paid by the due date of the invoice it shall be considered revoked, and the vehicle shall be subject to any applicable provision of the municipal code. All vehicles with no visible way to identify the owner will be marked and impounded after two weeks. (Ord. 03-06-05-02 §3, 2003: Ord. 84-03-22-01 §13, 1984 Ord. 09-01-06-01 ~2009)

5. Long Term Parking and storage – parking PERMIT REQUIRED, UNLESS OTHERWISE POSTED. THE PARKING OF ANY VEHICLE, BOAT AND/OR TRAILER, MOTORCYCLE, RV, TRUCK, EQUIPMENT, STORAGE CONTAINER OR OTHER SHALL BE FOR NO LONGER THAN TWELVE HOURS, UNLESS A MONTHLY PARKING PERMIT IS OBTAINED AT CITY HALL. EXECPTIONS VEHICLES PARKED ON THE RIGHT-OF-WAY ADJACENT TO THE OWERS RESIDENCE AND THOSE RESIDENTS COVERED UNDER THORNE BAY MUNICIPAL CODE OR OTHER APPROVED ARRANGMENTS. Long term parking and storage will be assigned by permit in DESIGNATED AREAS. The first month's permit fee shall be paid in advance at the time of application, pro-rated PER day to the beginning of the next billing cycle, and invoiced by the city thereafter. If the subsequent invoice is not paid by the due date of the invoice it shall be considered revoked, and the vehicle shall be subject to any applicable provision of the municipal code. All vehicles with no visible way to identify the owner will be marked and impounded after two weeks.

10.20.070 Restrictions and exceptions--Authority. The mayor or his/her designee is authorized to determine when and where parking, standing, or stopping restrictions or exceptions enumerated in this section are required, or will contribute to the safe and orderly flow of traffic, or will contribute to the efficient use of public streets or public / PRIVATE places or property; and to implement such restrictions or exceptions by causing signs to be erected, **OR SPECIAL PARKING PERMITS TO BE ISSUED, OR SPECIAL PARKING PRIVLAGES GRANTED:**

A. To authorize parking on the left-hand side of certain one-way streets where such parking would otherwise be prohibited;

B. To prohibit parking or standing on the left-hand side of any one-way street. No person shall park or stand a vehicle in violation of such signs;

C. To prohibit parking upon any street or highway when the width of the roadway does not exceed twenty-four feet, or upon one side of a street or highway as indicated by such signs when the width of the roadway does not exceed thirty-six feet. No person shall park a vehicle in violation of such signs;

D. To prohibit parking upon either or both sides of any street or highway adjacent to any school property when such parking would in his opinion, interfere

with traffic or create a hazardous situation. No person shall park a vehicle in violation of such signs;

E. Limiting the length of time, a vehicle may occupy a parking space. No person shall park a vehicle in violation of such signs;

F. To prohibit parking, standing, or stopping of vehicles during certain hours of the day or night. No person may park, stand or stop a vehicle in violation of such signs;

G. To prohibit the parking of any of certain large vehicles such as trailers, travel homes, trucks, etc., on designated streets between the hours of six a.m. and eight p.m. No person may park any such vehicle in violation of such signs;

H. To prohibit parking, standing or stopping where such would create an especially hazardous condition or would cause an unusual delay in traffic. No person may stop, stand or park a vehicle in violation of such signs. (Ord. 84-03-22-01 § 14, 1984)

I. TO ALLOW PARKING ON THE RIGHT-OF-WAY ADJACENT TO RESIDNETIAL LOTS WHEN PARKING WILL NOT INTERFER WITH THE SAFE USE OF THE ROADWAY.

10.20.080 Time-limited parking spaces-Additional restrictions. A. No person may remove, obliterate, obscure, cover or move any chalk mark or other mark or indication placed by a police officer or parking enforcement officer upon a tire or any part of a vehicle which is parked in a public parking zone or space; provided such marks or objects may be moved or removed in the process of moving the vehicle from the parking space or after the vehicle has been moved from the space.

B. A vehicle which has not moved from a parking space shall be deemed to have remained parked or standing in such space until moved. For the purpose of this chapter, a vehicle must vacate the space occupied and be driven completely through a street intersection before it shall be deemed to have been moved from the space.

C. Each period or part of a period of time a vehicle remains parked or standing beyond that time permitted under this chapter or as posted shall constitute a separate violation, except that each separate day upon which such a continuing violation exist shall be separate violation if the period of permitted parking is **TWELVE** hours or greater. Only one citation may be issued during each period which constitutes a separate violation. (Ord. 84-03-22-01 § 15, 1984)

D. No overnight camping allowed on City property **UNLESS OTHERWISE DESIGNATED FOR THE PURPOSE OF CAMPING OR AUTHORIZATION HAS BEEN GRANTED BY MAYOR OR HIS/HER DESIGNEE.** (Ord. 09-07-21-02)

CITY OF THORNE BAY
ORDINANCE 17-12-05-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.24-OFFICERS AND EMPLOYEES, SECTIONS 2.24.030, .040, .060, .070, PERMANENT EMPLOYEES, BENEFITS

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 Chapter. Amending Chapter 2.24-Officers and Employees, Sections 2.24.030 Employment, 2.24.040-Travel and Per-Diem, 2.24.060 – Annual Leave, 2.24.070-Sick Leave, are hereby amended and added to the Thorne Bay Municipal Code.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED December 5, 2017

_____
James Gould, Mayor

ATTEST:

_____
Teri Feibel, City Clerk

[Introduction: November 21, 2017]
[Public Hearing: December 5, 2017]

ADDITIONS ARE IN BOLD AND CAPITALIZED
Deleted items are ~~stricken~~

Chapter 2.24
Officers and Employees

Section: **2.24.030 Employment**. **A. Permanent Employees**. Permanent appointments are made to positions which are considered to be part of the regular complement work force needed to perform municipal services.

1. Full-time. Where the work week is forty hours, but not less than 31 hours on a regular basis;

2. Part-time. Where the work is done during a portion of a work day, work week, or work year, and totals at least fifteen hours but less than thirty hours a week on a regular basis;

3. Short-hours Employee. Where the work is done on a predetermined schedule of less than ~~twenty~~ **FOURTEEN** hours per week on a regular basis.

F. Work Day. The regular work day shall consist of eight working hours. An unpaid lunch break of one hour shall be allowed.

G. Work Week. A regular work week shall consist of a total of forty hours.

H. Exceptions. The nature of certain positions may dictate terms of hire which are exceptions to the general rules. The employee will be fully informed of these exceptions at the time of hire.

I. Holidays. The following days shall be recognized as holidays with full pay for all permanent and probationary employees who are in pay status before and following said days:

New Year's Day, January 1st
Martin Luther King Day, third Monday in January
President's Day, as observed nationally
Seward's Day, last Monday in March
Memorial Day, last Monday in May
Fourth of July, July 4th
Labor Day, first Monday in September
Alaska Day, as observed by the State of Alaska
Veteran's Day, November 11th
Thanksgiving Day, fourth Thursday in November
Half-day Christmas Eve, p.m. of December 24th
Christmas Day, December 25th

FULL PAY FOR EMPLOYEES IS DEFINED FOR THE PURPOSE OF THIS SECTION AS:

- **PERMANENT AND PROBATIONARY EMPLOYEES**
  - **FULL TIME EMPLOYEES WILL RECEIVE 8 HOURS HOLIDAY PAY**
  - **PART-TIME WILL RECEIVE 4 HOURS OF HOLIDAY PAY**

When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

2.24.040 Travel and per diem allowance. **A. Per Diem**. ~~While traveling on official business and away from home or designated posts of duty overnight, an employee shall receive a per diem allowance of at least sixty dollars, or an amount to be determined by the mayor, or designee. The amount will be dependent upon the area to which the employee is traveling.~~ **A. Per Diem**. While traveling on official business and away from home or designated posts of duty overnight, an employee shall receive a per diem allowance of an amount to be determined by the **DOD PER DIEM RATES CALCULATOR FOR ALASKA.**

2.24.060 Annual leave. **A. Permanent Full-time Employees**. Permanent full-time employees shall accrue annual leave at the following rates: Four hours annual leave per pay period for the first three years of continuous city employment; five hours annual leave per pay period for the fourth and fifth years of continuous city employment; six hours annual leave per pay period for the sixth through ninth years of continuous city employment; eight hours annual leave per pay period for ten years or more of continuous city employment.

B. Permanent Part-time Employees. Permanent part-time employees shall accrue annual leave **AT 50% OF THE RATES ESTABLISHED FOR FULL TIME EMPLOYEES.** ~~on a ratio of the hours they work to a forty-hour work week~~.

C. Permanent Short-hours Employees. Permanent short-hour employees shall accrue annual leave **AT 25% OF THE RATES ESTABLISHED FOR FULL TIME EMPLOYEES** ~~on a ratio of the hours they work to a forty-hour work week~~.

I. Accumulation Limit. Up to **TWO HUNDRED AND FORTY HOURS** ~~one hundred twenty~~ hours of annual leave time may be accrued. ~~during one fiscal year and carried over into subsequent fiscal years.~~ An employee shall forfeit any leave over two hundred forty hours. ~~accumulated and not taken by the end of any fiscal year~~.

J. Termination. Accrued annual leave time up to two hundred forty hours will be paid to employees who terminate their employment with the city after six months of service. Payment will be based on salary on date of termination.

K. Pay in Lieu of Time Off. There shall be no pay in lieu of earned annual leave time except on termination of an employee. **THE MAYOR OR MAYOR DESIGNEE AND CITY ADMINISTRATOR MAY APPROVE AN EXCEPTION TO PAYMENT IN LIEU OF TIME OFF UNDER EXTENUATING CIRCUMSTANCES NOT CAUSED BY EMPLOYEE.**

2.24.070 Sick leave. **A. Policy**. All permanent full-time and part-time employees shall accrue and may use as accrued, sick leave on the basis of:

1. Permanent Full-time. Four hours per pay period;

2. Permanent Part-time. **AT 50% OF THE RATES ESTABLISHED FOR FULL TIME EMPLOYEES** ~~On a ratio of the hours they work to a forty-hour work week~~.

3. Permanent Short-hours Employees. Permanent short-hour employees shall accrue sick leave **AT 25% OF THE RATE ESTABLISHED FOR FULL TIME EMPLOYEES** ~~on a ratio of the hours they work to a forty-hour work week.~~ (Ord. 17-05-02-01)

2.24.090 Compensation. A. Objective. 1. To establish the framework for equal pay for work similar in nature, degree of difficulty or level of responsibility;

2. To provide a means of rewarding city employees for continued good or outstanding service;

3. To establish salary rates which compare favorably with those of other public and private employers in the area, subject to availability of funds;

4. To provide administrative flexibility in recognizing differences among employees whose positions are the same but who differ in terms of quality and length of service rendered;

5. To allow within the annual budget planning to give consideration to possible revision and amendment to the pay schedule;

6. To allow employees completing the six-month probationary period to have their rate of pay reviewed.

B. Benefits (At the Option of the Employee).

1. Employees who work thirty-two hours a week or more shall have eighty percent of life and health insurance paid by the city. The remaining twenty percent of life and health insurance premiums is to be deducted from employee's monthly wages.

2. Permanent part-time employees shall have fifty percent of life and health insurance paid by the city. The remaining fifty percent of life and health insurance premiums is to be deducted from employee's monthly wages.

C. Overtime.

1. Employees who work over forty hours per week shall be compensated at the rate of one and one-half their hourly rate.

2. Employees, except employees specifically hired to work on holidays, who are authorized to work on stated city holidays will be compensated at the rate of usual holiday pay plus regular pay for each hour they work up to eight hours then at regular overtime rates for time worked over eight hours.

D. Pay Increases.

The mayor may adjust an employee's rate of pay according to the quality of service rendered, length of service, and funding availability. (Ord. 03-08-21-01 §4, 2003; Ord. 94-11 §5(part), 1994: Ord. 8201-2 §9,1986), Ord. 09-02-03-01

CITY OF THORNE BAY
ORDINANCE 17-12-05-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 3-REVENUE AND FINANCE, SECTION 3.17.030-DUTY OF SELLER TO COLLECT

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, Section 3.17.030-Duty of Seller to collect; is hereby amended.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED December 5, 2017

James Gould, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: November 21, 2017]
[Public Hearing: December 5, 2017]

ADDITIONS ARE BOLD AND CAPITALIZED
~~Deletions are stricken~~

Thorne Bay Municipal Code
Title 3-Revenue and Finance
Chapter 3.17-Sales Tax
Section 3.17.030-Duty of Seller to Collect

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~~ **U.S.D.A. FOREST SERVICE** owned land, 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.

CITY OF THORNE BAY
ORDINANCE 17-11-21-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 1-General Provisions, Chapter 1.16-General Penalty, Sections 1.16.010-050 and adding Sections 1.31-Surcharge and 1.16.035-Minor Offense Fine Schedule

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 1 - General Provisions, Chapter 1.16 - General Penalty, Sections 1.16.010 through Section 1.16.050 and adding Sections 1.31 - Surcharge and 1.16.035 - Minor Offense Fine Schedule, are hereby amended and added to the Thorne Bay Municipal Code.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED November 21, 2017

_____
James Gould, Mayor

ATTEST:

_____
Teri Feibel, CMC

[Introduction: November 7, 2017]
[2nd Introduction: November 21, 2017]
[Public Hearing: December 5, 2017]

PROPOSED NEW LANGUAGE IS UNDERLINES.
~~Deleted language is lined through.~~

Chapter 1.16, General Penalty.

1.16.031 SURCHARGE
1.16.035 MINOR OFFENSE FINE SCHEDULE

1.16.030 Violations-Separate offense. Every act prohibited by Thorne Bay ordinances is unlawful. **FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENT OF ANY ORDINANCE IS ALSO UNLAWFUL.** Unless another penalty is expressly provided by a Thorne Bay ordinance for any particular provision or section, each violation of this code is a non-criminal infraction, punishable by a ~~civil penalty~~ **fine** up to three hundred dollars per violation. Each act or violation and every day upon which a violation occurs or continues constitutes a separate offense unless stated otherwise in any ordinance. (Ord. 88-23 § 5(part), 1988)

Adding Sections 1.16.031 and 1.16.035 as follows:

1.16.031. SURCHARGE. IN ADDITION TO ANY PENALTY PRESCRIBED BY LAW, A DEFENDANT CONVICTED OF VIOLATING A CITY ORDINANCE SHALL PAY THE SURCHARGE REQUIRED UNDER AS 12.55.039 AND 29.25.074. ALL SUCH SURCHARGES COLLECTED SHALL BE REMITTED TO THE STATE OF ALASKA AS REQUIRED BY AS 29.25.074.

1.16.035 MINOR OFFENSE FINE SCHEDULE. IN ACCORDANCE WITH AS 29.25.070(A), CITATIONS FOR THE FOLLOWING OFFENSES MAY BE DISPOSED OF AS PROVIDED IN AS 12.25.195-.230, WITHOUT A COURT APPEARANCE, UPON PAYMENT OF THE FINE AMOUNTS LISTED BELOW PLUS THE STATE SURCHARGE REQUIRED BY AS 12.55.039 AND AS 29.25.074.

FINES MUST BE PAID TO THE CITY CLERK. IF AN OFFENSE IS NOT LISTED ON A FINE SCHEDULE, THE DEFENDANT MUST APPEAR IN COURT TO ANSWER THE CHARGES. THE ALASKA COURT SYSTEM'S RULES OF MINOR OFFENSE PROCEDURE APPLY TO ALL OFFENSES LISTED BELOW. CITATIONS CHARGING THESE OFFENSES MUST MEET THE REQUIREMENTS OF MINOR OFFENSE RULE 3. IF A PERSON CHARGED WITH ONE OF THESE OFFENSES APPEARS IN COURT AND IS FOUND GUILTY, THE PENALTY IMPOSED FOR THE OFFENSE MAY NOT EXCEED THE FINE AMOUNT FOR THAT OFFENSE LISTED BELOW.

1.16.035 – MINOR OFFENSE SCHEDULE ATTACHED IN EXCEL SHEET

2. **DELETING CHAPTER 3.24 – FINE SCHEDULE - ~~Chapter 3.24, Fine Schedules~~.** (Moved to 1.16.035 – minor offense schedule)

3. **Chapter 6.04, Animals Generally. 6.04.060 Impoundment. It appears that there are no offenses in this section, so it will <u>not</u> be listed in the fine schedule table 1.16.035.**

A. Unrestrained dogs and public nuisance animals may be taken by animal control officers and impounded in an animal shelter and there confined in a humane manner.

B. Impounded animals not claimed by the owner shall be kept for not less than three days.

C. An owner attempting to reclaim an impounded animal shall pay the following **FEES** to the city clerk before being allowed to regain custody of the animal:

1. Thirty-five ($35.00) dollar ~~fine~~ **FEE** for the first impoundment in a twelve-month period.

2. Fifty ($50.00) dollar ~~fine~~ **FEE** for the second impoundment in a twelve-month period.

3. One-hundred ($100.00) dollar ~~fine~~ **FEE** for the third impoundment in a twelve-month period.

4. Fifty ($50.00) dollar ~~fine~~ **FEE** for an animal not registered with the City of Thorne Bay.

D. The owner of any animal impounded four times within any calendar year shall be subject to a **FEE** of one hundred dollars and any room and board fees incurred by the impounded animal. The license for the animal shall be revoked and the animal, at the discretion of the animal control officer, shall for a fee be made available for adoption in suitable home or humanely euthanized.

E. Any animal not reclaimed by its owner within three working days shall for a fee be made available for adoption in a suitable home or humanely euthanized.

F. In addition to, or in lieu of, impounding an animal found at large **or creating a public nuisance**, the animal control officer may issue to the known owner of such animal a **citation for violation of 6.04.050.**

~~*F. In addition to, or in lieu of, impounding an animal found at large, the animal control officer may issue to the known owner of such animal a notice of ordinance violation. Such notice shall impose upon the owner a penalty as described in Section 6.04.120. A criminal warrant shall be initiated before a magistrate and upon conviction of a violation of this chapter, the owner shall be punished as provided in Section 6.04.120.*~~

~~*G. The owner of an impounded animal may also be proceeded against for violation of this chapter.*~~

AMENDING 6.04.120 Violation-Penalties. ~~A. Any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be punished by a fine of not less than ten dollars and not more than three hundred dollars, as further specified in subsection D of this section.~~

A. Any person violating any provision of this chapter **IS GUILTY OF AN INFRACTION** and shall be punished by the fine **ESTABLISHED IN 1.16.035 IF THE OFFENSE IS LISTED IN THAT FINE SCHEDULE OR BY A FINE OF UP TO $300 IF THE OFFENSE IS NOT LISTED IN THE 1.16.035 FINE SCHEDULE.**

B. If a violation continues, each day's violation shall be deemed as a separate violation.

C. If any person is found guilty by a court **or pleads no contest to a charge** of violating Section 6.04.070, ~~his~~ **the person's** permit to own, keep, harbor or have custody of animals shall be deemed automatically revoked and no new permit may be issued.

~~D. 1. The city, in enforcing this chapter, will utilize written citations and a system of graduated penalties, as established by ordinance of the city council.~~

~~2. The person to whom the citation is issued may plead no contest to the offense by signing an appropriate blank on the citation and paying the fine specified in the citation, either in person or by mail, within five days from the date of citation, to the office of city clerk. Acceptance of any payment of the prescribed fine is a complete satisfaction for the offense. If the offender accepts the citation but fails to pay the fine or appear in court, the citation shall be considered a summons, and the offender shall be proceeded against in the manner prescribed by law.~~ (Ord. 93-12 § 4(part), 1993: Ord. 88-14 § 4, 1988; Ord. 88-06 § 4, 1988: Ord. 87-07 § 11, 1987)

4. **Chapter 8.04. Fireworks. Section 8.04.090 Violation-Penalties.** ~~Any person violating the provisions of this chapter is subject to a One Hundred and Fifty Dollar fine.~~ **8.04.090 VIOLATIONS-PENALTIES. THE PENALTY FOR VIOLATING THE PROVISIONS OF THIS CHAPTER IS IN 1.16.035.**

5. **Chapter 9.02, Curfew for Minors. The penalty section for this chapter is: 9.02.050 Violations-Penalties. A. The penalty for violating the provisions of this chapter is in 1.16.035**

~~A. Any minor violating the provisions of this chapter is subject to the following fines or work service: 1. First offense - Fifty dollar fine, and eight hours of community work service;~~

~~2. Second and One hundred dollar subsequent offenses fine, and sixteen hours community work service.~~

B. A parent, legal guardian, or other person having custody or control of a minor that is in violation of the curfew is subject to the aforementioned fines.

C. Any adult who helps, assists, facilitates, promotes or encourages a child to commit a violation of this chapter, by advancing or bringing about its commission, is subject to the aforementioned fines. (Ord. 97-23 § 3(part), 1997; Ord. 94-03 § 3(part), 1994)

6. **Chapter 9.05, Discharge of Firearms. Penalty section for this chapter is: 9.05.030 VIOLATIONS-PENALTIES. A. ANY PERSON WHO VIOLATES ANY PROVISION OF THIS CHAPTER SHALL BE PUNISHED BY THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.**

~~by a fine of not less than twenty-five dollars and not more than three hundred dollars. The city will utilize a system of graduated penalties as follows:~~

~~First offense $150.00, Second offense within one year 300.00, Third and subsequent offense~~

~~within one year 300.00 and mandatory court appearance B. The remedies provided in this chapter are in addition to and not intended to preclude or prevent all other remedies available at law or equity.~~ (Ord. 96-28 § 3(part), 1996)

7. **Chapter 9.08, Alcoholic Beverages.** **Deleting Section 9.08.190-Enforcement,** **The city already has a fine schedule for these offenses in 3.24.010. As amended above, Section 3.24.010 was deleted in order to list all the offenses in the new 1.16.035 as shown in paragraph 2 above.**
~~9.08.190 Enforcement. The city, in enforcing this chapter, will utilize written citations. The person to whom the citation is issued may plead no contest to the offense by signing an appropriate blank on the citation and paying the fine specified in the citation, either in person or by mail, within five days from the date of the citation, to the office of the city clerk. Acceptance and payment of the prescribed fine is a complete satisfaction for the offense. If the offender accepts, the citation shall be considered a summons, and the offender shall be proceeded against in the manner prescribed by law. (Ord. 88-08 § 4(part), 1988)~~

Amending Section 9.08.200 Violations-Penalties. Any person violating any provision of this CHAPTER **IS GUILTY OF AN INFRACTION AND** shall be punished by **THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.** ~~a fine of not less than ten dollars and not more than three hundred dollars. The city will utilize a system of graduated penalties, as established by ordinance of the city council.~~ (Ord. 88-13 § 4, 1988: Ord. 88-08 § 4(part), 1988)

7. **Chapter 9.12, Protection of Survey Monuments.** **As amended above, Section 3.24.010 was deleted in order to list all the offenses in the new 1.16.035 as shown in paragraph 2 above.**

DELETING SECTION 9.12.040 Enforcement. ~~9.12.040 Enforcement The city, in enforcing this chapter will utilize written citations. The person to whom the citation is issued may plead no contest to the offense by signing an appropriate blank on the citation and paying the fine specified in the citation, either in person or by mail within five days from the date of the citation, to the office of the city clerk. Acceptance of payment of the prescribed fine is a complete satisfaction for the offense. If the offender accepts the citation but fails to pay the fine or appear in court, the citation shall be considered a summons, and the offender shall be proceeded against in the manner prescribed by law. (Ord. 88-12 § 8, 1988)~~

AMEND SECTION: 9.12.060 Violations-Penalties. Subsection A. Any person violating any provision of this chapter **IS GUILTY OF AN INFRACTION AND** shall be punished by a fine **THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.** ~~of not less than fifty dollars and not more than three hundred dollars. The city will utilize a system of graduated penalties as established by ordinance of the city council.~~

8. **Chapter 9.16, Protection of Water Lake Watershed. NO AMENDMENT TO THIS CHAPTER; The penalty section for these offenses is 9.16.110. The penalties and remedies are either civil or criminal, so these offenses cannot be "minor offenses" listed in the court system's Uniform Minor Offense Table (UMOT).**

9. **Chapter 9.20, Litter Control. The city already has a fine schedule for these offenses in 9.20.210**

Amending Section as follows: 9.20.160 Enforcement. It shall be the duty of the village protection safety officer (hereinafter called "litter enforcement officer") to enforce the provisions of this chapter.
~~*The city, in enforcing this chapter will utilize written citations. The person to whom the citation is issued may plead no contest to the offense by signing an appropriate blank on the citation and paying the fine specified in the citation, either in person or by mail within five days from the date of the citation, to the office of the city clerk. Acceptance of payment of the prescribed fine and, if abatement of an activity is also required, written confirmation of abatement by the litter enforcement officer, will constitute complete satisfaction for the offense. If the offender accepts the citation but fails to pay the fine and, if applicable, abate the activity, or appear in court, the citation shall be considered a summons, and the offender shall be proceeded against in the manner prescribed by law. (Ord. 89-22 § 5(part), 1989)*~~

9.20.210 Penalty and remedies. A. Any person who violates or causes or permits to be violated any provision of this chapter or fails or refuses to comply with any lawful order or direction of the litter enforcement officer on behalf of the city in connection with this chapter, **IS GUILTY OF AN INFRACTION AND SHALL BE PUNISHED BY THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.** ~~shall be punished by a fine of not less than fifty dollars and not more than three hundred dollars. The city will utilize a system of graduated penalties as follows: Section Numbers-Offense: 9.20.020 Littering prohibited; 9.20.030 Prevention of scattering 9.20.040 Tampering with litter receptacles 9.20.050 Walkways, streets and alleys 9.20.060 Private premises 9.20.070 Public places 9.20.080 Business premises 9.20.090 Littering from vehicles 9.20.100 Litter from aircraft 9.20.110 Litter in parks 9.20.120 Construction sites 9.20.130 Parking lots-Litter receptacles required 9.20.140 Litter receptacles obstructing traffic 9.20.150 Commercial handbills prohibited 9.20.170 Obedience of law required 9.20.180 Obedience to officials required Number of Offenses-Fine First offense $ 50.00 Second within one year 100.00 Third within one year 300.00 Fourth and subsequent within one year-300.00 and mandatory court appearance Section Numbers-Offense 9.20.190 Emergency powers 9.20.200 Compliance order Number of Offenses Fine First offense $ 50.00 + abatement Second within one year-100.00 + abatement Third within one year-300.00 + abatement Fourth and subsequent within one year 300.00 + abatement and mandatory court appearance~~

B. Each day a violation continues shall constitute an additional violation for purposes of assessing fines. An action to enjoin a violation of this chapter may be brought notwithstanding the availability of any other remedy. Upon application for injunctive relief and the finding of an existing violation, the court shall grant injunctive relief to restrain the violation and attorney fees as provided by law. (Ord. 89-22 § 5(part), 1989)

10. **Chapter 9.22, Water Hydrants. Referencing Title 1.16.035 for fines.**
AMENDING Section as written: 9.22.060 Violations-Penalties. ~~Any person found to be in violation of this chapter shall be guilty of a misdemeanor and subject to a fine of not more than three hundred dollars.~~ **ANY PERSON FOUND TO BE IN VIOLATION OF THIS CHAPTER IS GUILTY OF AN INFRACTION AND SHALL BE PUNISHED BY THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.**

11. **Chapter 10.04, Vehicles and Traffic: General Provisions.**

Deleted Section 10.04.010 ~~State Generally-Adoption by reference. A. Pursuant to Alaska law (AS 28.01.010), certain provisions of the Alaska Statutes and the Alaska Administrative Code, comprising the motor vehicle laws of the state of Alaska have been adopted by reference and made a part of this chapter as if fully set forth herein. Such provisions are identified herein by numerical citation to the specific statutory or regulatory section adopted. B. "Alaska State Trooper" and "peace officer" (when they appear in the provisions incorporated by reference) shall be interpreted as being identical with the chief of public safety or any duly appointed officer of the Thorne Bay public safety department. "Department" appearing in the Alaska Statutes and Alaska Administrative Code provisions adopted by reference shall be interpreted to mean the Thorne Bay public safety department. C. At least one copy of the chapters of the Alaska Administrative Code, the Alaska Statutes and the schedule of fines for bail able offenses adopted herein shall be filed in the office of the city clerk and shall there be kept available for public use, inspection and examination so long as the provisions thereof remain in force.~~

Replacing with: Section 10.04.010 State **TRAFFIC LAWS ADOPTED** by reference. **A. THE CITY ADOPTS BY REFERENCE ALL VEHICLE AND TRAFFIC STATUTES AND REGULATIONS OF THE STATE OF ALASKA, AS THEY PRESENTLY EXIST AND AS THEY MAY BE REVISED IN THE FUTURE, AS THE TRAFFIC CODE FOR THE CITY.**

B. At least one copy of the chapters of the Alaska Administrative Code, the Alaska Statutes and the schedule of fines for bail able offenses adopted herein shall be filed in the office of the city clerk and shall there be kept available for public use, inspection and examination so long as the provisions thereof remain in force. (Ord. 88-07 § 4(1.010), 1988)

ADDING SECTION 10.04.015 TRAFFIC FINE SCHEDULE - ADOPTION OF STATE BAIL FORFEITURE SCHEDULES BY REFERENCE.

THE CITY ADOPTS AS ITS TRAFFIC FINE SCHEDULE THE "TRAFFIC BAIL FORFEITURE SCHEDULE" AND THE "OVERSIZE VEHICLE BAIL FORFEITURE SCHEDULE" IN ADMINISTRATIVE RULES 43.1 AND 43.6 OF THE ALASKA RULES OF COURT AND ANY OTHER BAIL FORFEITURE SCHEDULES RELATING TO VEHICLES ADOPTED BY THE ALASKA SUPREME COURT. IN ADDITION, THE CITY ADOPTS ALL AMENDMENTS OF THOSE SCHEDULES THAT BECOME EFFECTIVE AFTER THE EFFECTIVE DATE OF THIS ORDINANCE. CITATIONS FOR OFFENSES LISTED ON THESE SCHEDULES MAY BE DISPOSED OF AS PROVIDED IN AS 12.25.195 - .230, WITHOUT A COURT APPEARANCE, UPON PAYMENT OF THE AMOUNTS LISTED PLUS THE STATE SURCHARGE REQUIRED BY AS 12.55.039 AND AS 29.25.074. FINES MUST BE PAID TO THE CITY CLERK. IF A TRAFFIC OFFENSE IS NOT LISTED ON THIS FINE SCHEDULE OR ANOTHER FINE SCHEDULE ORDINANCE, THE DEFENDANT MUST APPEAR IN COURT TO ANSWER TO THE CHARGES. CITATIONS CHARGING THESE OFFENSES MUST MEET THE REQUIREMENTS OF MINOR OFFENSE RULE 3 OF THE ALASKA RULES OF COURT. IF A PERSON CHARGED WITH ONE OF THESE OFFENSES APPEARS IN COURT AND IS FOUND GUILTY, THE PENALTY IMPOSED FOR THE OFFENSE MAY NOT EXCEED THE AMOUNT LISTED FOR THAT OFFENSE ON THE SCHEDULE.

DELETING SECTION: ~~**10.04.020 Definitions.** The definitions applicable to this chapter are the same as those which appear in Title 13, Chapter 40 of the Alaska Administrative Code; in Title 17, Chapter 25 of the Alaska Administrative Code; and Title 28 of Alaska Statutes. (Ord. 88-07 § 4(1.020), 1988)~~

DELETING SECTIONS: 10.04.020, 040, .050, .060,.080, .090, .100, .110, 170. (See full code for complete copy of these sections)

AMENDING SECTIONS: 10.04.140 Prohibited devices. A. No person upon roller skates, or riding in or by means of any coaster, toy vehicle, sled or similar device shall go upon any street or roadway open to through traffic except while crossing a street on a crosswalk; and when so crossing, such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians. **B. ANY PERSON VIOLATING ANY PROVISION OF THIS SECTION IS GUILTY OF AN INFRACTION AND SHALL BE PUNISHED BY A THE FINE ESTABLISHED IN 1.16.035 IF THE OFFENSE IS LISTED IN THAT FINE SCHEDULE OR BY A FINE OF UP TO $50.00 IF THE OFFENSE IS NOT LISTED IN THE 1.16.035 FINE SCHEDULE.**

10.04.160 Violations-Penalties. A. Every person who violates any provision of this title shall be subject to the fines **established in 1.16.035 if the offense is listed in that fine schedule or by a fine of up to $50.00 if the offense is not listed in the 1.16.035 fine schedule.** ~~10.04.160(A)(1).~~

~~D~~. B. Any person who fails or refuses to pay fines duly assessed against him for violations of this title, after the accumulated fines equal or exceed three hundred dollars, shall become subject to impoundment of any motor vehicle of which he is a registered owner and which was involved in any of such violations. (Ord. 88-07 § 4(2.070), 1988)

12. **Chapter 10.08, Vehicles and Traffic: Citations.**

DELETING SECTIONS ~~**10.08.010 Forms and records.** The chief of public safety shall procure and provide books of traffic citation forms which comply with the requirements of District Court Criminal Rule 8(c), identify the offender and the offense, and meet the needs of public safety and the administration of justice.~~

~~**10.08.020 Procedure of issuance. A.** When a person is found violating any provision of this chapter, other than a provision regulating the parking of motor vehicles, and the violation is one which (pursuant to the city's adoption of Alaska Administrative Rule 43.1) is amenable to payment by fine without a court appearance, the arresting officer shall, except when required by law or the immediate circumstances, issue a citation to the person in charge of or operating the motor vehicle involved. **B.** If the offense for which the citation is issued is one for which a fine may be paid without a court appearance, the person to whom it is issued may plead guilty to the offense by signing an appropriate blank on the citation and paying the fine specified on the citation, either in person or by mail within five days from the date of citation, to the office of the city clerk. Acceptance and payment of the prescribed fine is a complete satisfaction for the offense, and the offender shall be given a receipt which so states. **C.** If the offender refuses to accept the citation or refuses to sign the acknowledgment of receipt and promise to appear, the officer shall proceed with the arrest in the manner otherwise provided by law. If the offender accepts the notice, but fails to pay the fine or appear in court as required, the citation shall be considered a summons as for a charge of a violation or infraction, and the offender shall be proceeded against in the manner prescribed by law. However, the maximum penalty which may be imposed for the original offense may not exceed the penalty set out in the schedule of fines set forth in Alaska Administrative Rule 43.1. **D.** If the violation is one which is not amenable to payment by fine without a court appearance, the arresting officer shall proceed with the arrest in the manner otherwise required by law. (Ord. 88-07 § 4(4.020), 1988).~~

~~**10.08.030 Disposition and record. A.** Every officer upon issuing a traffic citation to an alleged violator of any provision of the motor vehicle laws of this state or of any traffic ordinance of the city shall deposit the original of the citation with the office of the city clerk. **B.** Upon the filing of such original citation as aforesaid, the citation may be disposed of only by trial before the magistrate of the district court, by other official action by the magistrate including forfeiture of bail or by payment of a fine imposed by the court, or by payment of the fine specified on the back of the citation. **C.** The chief of public safety shall also maintain or cause to be maintained a record of all warrants issued by the magistrate which are delivered to the departments for service and of the final disposition of all such warrants. **D.** It is unlawful and official misconduct for any member of the department or for any other officer or public employee to dispose of, alter or deface a traffic citation or any copy thereof, or the record of the issuance or disposition of any traffic citation, complaint, or warrant in a manner other than as required by law. (Ord. 88-07 § 4(4.030), 1988)~~

~~**10.08.040 Illegal cancellation.** It is lawful for any person to cancel or solicit the cancellation of any traffic citation in any manner other than as provided by this chapter. (Ord. 88-07 § 4(4.040), 1988)~~

~~**10.08.050 Citation deemed complaint.** In the event the form of citation provided under Section 10.08.010 includes information and is sworn to as required under the laws of the state in respect to a complaint charging commission of the offense alleged in the citation to have been committed, then such citation when filed with a court having jurisdiction shall be deemed to be a lawful complaint for the purpose of prosecution under this title. (Ord. 88-07 § 4(4.050), 1988)~~ ~~**10.08.060 Failure to obey.** It is unlawful for any person to violate his written promise to appear given to an officer upon the issuance of a traffic citation regardless of the disposition of the charge for which such citation was originally issued. (Ord. 88-07 § 4(4.060), 1988)~~

~~**10.08.080** Failure for parking under the traffic laws or ordinances does not appear in response to a traffic citation affixed to such motor vehicle within a period of five days, the clerk or public safety officer shall send the vehicle owner a letter informing him of the violation and warning him that in the event such letter is disregarded for a period of five days a warrant of arrest will be issued. (Ord. 88-07 § 4 (4.080), 1988)~~

~~10.08.100 Warrant issuance. In the event any person fails to comply with a traffic citation given to such person or attached to a vehicle or fails to make appearance pursuant to a summons directing an appearance in the district court or if any person fails or refuses to deposit bail as required and within the time permitted by ordinance, the magistrate, upon the request of the public safety officer, shall issue a warrant for the arrest of such person.~~

AMENDING SECTIONS: 10.08.070 Illegally parked vehicle. Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by ordinances of the city or by state law, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a traffic citation for the driver to answer to the charge ~~against him within five days during the hours and at a place specified in the citation~~. (Ord. 88-07 § 4(4.070), 1988)

10.08.090 Owner presumed driver. A. In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the ~~complaint~~ **CITATION** was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, constitutes in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which such violation occurred. B. The foregoing stated presumption applies only when the procedure as prescribed in Section 10.08.070 and 10.08.080 has been followed. (Ord. 88-07 § 4(4.090), 1988)

10.08.110 Records. The city clerk shall keep or cause to be kept a record of every ~~traffic complaint~~, traffic citation ~~or other legal form or traffic charge~~ deposited with or presented to the office of the clerk and shall keep a record of every official action by the city in reference thereto, including the disposition of each citation. (Ord. 88-07 § 4(4.110), 1988)

Chapter 10.12, Impounding. AMENDING SECTION 10.12.010 Authority, SUBSECTION (A)(7) A. The chief of public safety is authorized to impound a vehicle from a street or highway to the nearest garage or other place of safety, or if no such place exists within the city, the vehicle shall be impounded where it is as is, under the circumstances hereinafter enumerated:

7. When the vehicle's owner has accumulated three hundred dollars or more in unpaid ~~fines~~ **FEES** or penalties pursuant to this chapter.

AMENDING TITLE 10.12.020 Costs and fines. Before any vehicle which has been impounded is released, there shall be paid all costs incident to the removal and impounding of such vehicle ~~in addition to whatever fines may be imposed by the court upon the owner or operator of such vehicle for any violation of this chapter~~. In addition, the following ~~fine~~ **FEE** schedule shall apply:

Impoundment ~~Fine~~ **FEES**

All vehicles, travel trailers, boats on trailers, storage containers or like items	$250.00
Boat trailers, motorcycles or ATVs	$100.00
Storage fee (per day)	$ 2.00

15. **Chapter 10.20, Parking, Standing and Stopping**
10.20.090 Violations-Penalty. THE PENALTY FOR VIOLATING THE PROVISIONS OF THIS CHAPTER IS IN 1.16.035.

16. **Chapter 12.06, City Parks and Recreation Areas**

AMENDING SECTION: 12.06.140 penalty and remedies. A. Any person, firm or corporation who violates or causes or permits to be violated any provision of this chapter or fails or refuses to comply with any lawful order or direction of the chief executive officer, park attendant or law enforcement officer acting on behalf of the city in connection with this chapter, **VIOLATIONS OF THIS CHAPTER ARE INFRACTIONS PUNISHABLE BY THE FINE ESTABLISHED IN THE 1.16.035 FINE SCHEDULE.**

Ordinance Number	Ordinance Description	Is Offense: Mandatory Optional Correctable	Fine Schedule Amount
THORNE BAY OFFENSES IN UNIFORM MINOR OFFENSE TABLE (UMOT)			
TBMC6.04.050	Animal - Restraint-1st Offense	Optional	$35.00
TBMC6.04.050	Animal - Restraint-2nd Offense	Optional	$50.00
TBMC6.04.050	Animal - Restraint-3rd+ Offense	Optional	$100.00
TBMC6.04.070	Animal - Animal Care - 1st Offense	Optional	$20.00
TBMC6.04.070	Animal - Animal Care - 2nd Offense within 1-year	Optional	$40.00
TBMC6.04.070	Animal - Animal Care - 3rd Offense within 1-year	Optional	$100.00
TBMC6.04.070	Animal - Animal Care - 4th Offense within 1-year	Optional	$250.00
TBMC6.04.070	Animal - Animal Care - 5th Offense within 1-year	Mandatory	$300.00
TBMC6.04.080	Animal - Keeping of Wild Animals - 1st Offense	Optional	$35.00
TBMC6.04.080	Animal - Keeping of Wild Animals - 2nd Offense	Optional	$50.00
TBMC6.04.080	Animal - Keeping of Wild Animals - 3rd Offense	Optional	$100.00
TBMC6.04.090	Animal - Animal Waste - 1st Offense	Optional	$35.00
TBMC6.04.090	Animal - Animal Waste - 2nd Offense	Optional	$50.00
TBMC6.04.090	Animal - Animal Waste - 3rd Offense	Optional	$100.00
TBMC6.04.090	Animal - Animal Not Registered With the City	Optional	$50.00
TBMC9.08.020	Alcohol Beverages - State License Requirement - 1st offense	Optional	$100.00
TBMC9.08.020	Alcohol Beverages - State License Requirement - 2nd offense	Optional	$200.00
TBMC9.08.020	Alcohol Beverages - State License Requirement - 3rd Offense	Optional	$300.00
TBMC9.08.020	Alcohol Beverages - State License Requirement - 4th Offense	Mandatory	
TBMC9.08.030	Alcohol Beverages - Hours of Consumption - 1st Offense	Optional	$100.00
TBMC9.08.030	Alcohol Beverages - Hours of Consumption - 2nd Offense	Optional	$200.00
TBMC9.08.030	Alcohol Beverages - Hours of Consumption - 3rd Offense	Optional	$300.00
TBMC9.08.030	Alcohol Beverages - Hours of Consumption - 4th Offense	Mandatory	
TBMC9.08.040	Alcohol Beverages - Access of persons under the age of twenty-one to licensed premises - 1st Offense within 1 year	Optional	$100.00
TBMC9.08.040	Alcohol Beverages - Access of persons under the age of twenty-one to licensed premises - 2nd Offense - within 1 year	Optional	$200.00
TBMC9.08.040	Alcohol Beverages - Access of persons under the age of twenty-one to licensed premises - 3rd Offense within 1 year	Optional	$300.00
TBMC9.08.040	Alcohol Beverages - Access of persons under the age of twenty-one to licensed premises - 4th Offense - within 1 year	Mandatory	
TBMC9.08.050	Alcohol Beverages - Possession or consumption under the age of twenty-one - 1st within 1 year	Optional	$50.00

TBMC9.08.050	Alcohol Beverages - Possession or consumption under the age of twenty-one - 2nd within 1 year	Optional	$100.00
TBMC9.08.050	Alcohol Beverages - Possession or consumption under the age of twenty-one - 3rd within 1 year	Optional	$300.00
TBMC9.08.050	Alcohol Beverages - Possession or consumption under the age of twenty-one - 4th within 1 year	Mandatory	
TBMC9.08.060	Alcohol Beverages - Furnishing of alcoholic beverages to persons under the age of twenty-one - 1st within 1 year	Optional	$50.00
TBMC9.08.060	Alcohol Beverages - Furnishing of alcoholic beverages to persons under the age of twenty-one - 1st within 1 year	Optional	$100.00
TBMC9.08.060	Alcohol Beverages - Furnishing of alcoholic beverages to persons under the age of twenty-one - 3rd within 1 year	Optional	$300.00
TBMC9.08.060	Alcohol Beverages - Furnishing of alcoholic beverages to persons under the age of twenty-one - 4th within 1 year	Mandatory	
TBMC9.08.080	Alcohol Beverages - Purchase by persons under the age of twenty-one - 1st within 1 year	Optional	$50.00
TBMC9.08.080	Alcohol Beverages - Purchase by persons under the age of twenty-one - 2nd within 1 year	Optional	$100.00
TBMC9.08.080	Alcohol Beverages - Purchase by persons under the age of twenty-one - 3rd within 1 year	Optional	$300.00
TBMC9.08.080	Alcohol Beverages - Purchase by persons under the age of twenty-one - 4th within 1 year	Mandatory	
TBMC9.08.090	Alcohol Beverages - Unlawful drinking on premises - 1st within 1 year	Optional	$100.00
TBMC9.08.090	Alcohol Beverages - Unlawful drinking on premises - 2nd within 1 year	Optional	$200.00
TBMC9.08.090	Alcohol Beverages - Unlawful drinking on premises - 3rd within 1 year	Optional	$300.00
TBMC9.08.090	Alcohol Beverages - Unlawful drinking on premises - 4th within 1 year	Mandatory	
TBMC9.08.100	Alcohol Beverages - Solicitation of alcohol beverages - 1st within 1 year	Optional	$100.00
TBMC9.08.100	Alcohol Beverages - Solicitation of alcohol beverages - 2nd within 1 year	Optional	$200.00
TBMC9.08.100	Alcohol Beverages - Solicitation of alcohol beverages - 3rd within 1 year	Optional	$300.00
TBMC9.08.100	Alcohol Beverages - Solicitation of alcohol beverages - 4th within 1 year	Mandatory	
TBMC9.08.110	Alcohol Beverages - Sale or disposition of alcoholic beverages to drunken person - 1st within 1 year	Optional	$50.00

TBMC9.08.110	Alcohol Beverages - Sale or disposition of alcoholic beverages to drunken person - 2nd within 1 year	Optional	$100.00
TBMC9.08.110	Alcohol Beverages - Sale or disposition of alcoholic beverages to drunken person - 3rd within 1 year	Optional	$300.00
TBMC9.08.110	Alcohol Beverages - Sale or disposition of alcoholic beverages to drunken person - 4th within 1 year	Mandatory	
TBMC9.08.120	Alcohol Beverages - Access of drunken persons to licensed premises - 1st within 1 year	Optional	$100.00
TBMC9.08.120	Alcohol Beverages - Access of drunken persons to licensed premises - 2nd within 1 year	Optional	$200.00
TBMC9.08.120	Alcohol Beverages - Access of drunken persons to licensed premises - 3rd within 1 year	Optional	$300.00
TBMC9.08.120	Alcohol Beverages - Access of drunken persons to licensed premises - 4th within 1 year	Mandatory	
TBMC9.08.130	Alcohol Beverages - Obligation to enforce restrictions within licensed premises - 1st within 1 year	Optional	$100.00
TBMC9.08.130	Alcohol Beverages - Obligation to enforce restrictions within licensed premises - 2nd within 1 year	Optional	$200.00
TBMC9.08.130	Alcohol Beverages - Obligation to enforce restrictions within licensed premises - 3rd within 1 year	Optional	$300.00
TBMC9.08.130	Alcohol Beverages - Obligation to enforce restrictions within licensed premises - 4th within 1 year	Mandatory	
TBMC9.08.140	Alcohol Beverages - Stock to be kept on premises - 1st within 1 year	Optional	$100.00
TBMC9.08.140	Alcohol Beverages - Stock to be kept on premises - 2nd within 1 year	Optional	$200.00
TBMC9.08.140	Alcohol Beverages - Stock to be kept on premises - 3rd within 1 year	Optional	$300.00
TBMC9.08.140	Alcohol Beverages - Stock to be kept on premises - 4th within 1 year	Mandatory	
TBMC9.08.150	Alcohol Beverages - Right of inspection - 1st within 1 year	Optional	$100.00
TBMC9.08.150	Alcohol Beverages - Right of inspection - 2nd within 1 year	Optional	$200.00
TBMC9.08.150	Alcohol Beverages - Right of inspection - 3rd within 1 year	Optional	$300.00
TBMC9.08.150	Alcohol Beverages - Right of inspection - 4th within 1 year	Mandatory	
TBMC9.08.160	Alcohol Beverages - Playing music - Restriction - 1st within 1 year		$100.00
TBMC9.08.160	Alcohol Beverages - Playing music - Restriction - 2nd within 1 year		$200.00
TBMC9.08.160	Alcohol Beverages - Playing music - Restriction - 3rd within 1 year		$300.00
TBMC9.08.160	Alcohol Beverages - Playing music - Restriction - 4th within 1 year		

TBMC9.08.180	Alcohol Beverages - Possession of dangerous weapons (knives) prohibited - 1st within 1 year	Optional	$50.00
TBMC9.08.180	Alcohol Beverages - Possession of dangerous weapons (knives) prohibited - 2nd within 1 year	Optional	$100.00
TBMC9.08.180	Alcohol Beverages - Possession of dangerous weapons (knives) prohibited - 3rd within 1 year	Optional	$300.00
TBMC9.08.180	Alcohol Beverages - Possession of dangerous weapons (knives) prohibited - 4th within 1 year	Mandatory	
TBMC9.12.030	Protection of survey monuments - Prohibition, unlawful acts, disturbance of monuments - 1st within 1 year	Optional	$50.00
TBMC9.12.030	Protection of survey monuments - Prohibition, unlawful acts, disturbance of monuments - 2nd within 1 year	Optional	$100.00
TBMC9.12.030	Protection of survey monuments - Prohibition, unlawful acts, disturbance of monuments - 3rd within 1 year	Optional	$300.00
TBMC9.12.030	Protection of survey monuments - Prohibition, unlawful acts, disturbance of monuments - 4th within 1 year	Mandatory	
TBMC9.20.020	Litter control - Littering prohibited - 1st within 1 year	Optional	$50.00
TBMC9.20.020	Litter control - Littering prohibited - 2nd within 1 year	Optional	$100.00
TBMC9.20.020	Litter control - Littering prohibited - 3rd within 1 year	Optional	$300.00
TBMC9.20.020	Litter control - Littering prohibited - 4th within 1 year	Mandatory	$300.00
TBMC9.20.030	Litter control - Prevention of scattering - 1st within 1 year	Optional	$50.00
TBMC9.20.030	Litter control - Prevention of scattering - 2nd within 1 year	Optional	$100.00
TBMC9.20.030	Litter control - Prevention of scattering - 3rd within 1 year	Optional	$300.00
TBMC9.20.030	Litter control - Prevention of scattering - 4th within 1 year	Mandatory	$300.00
TBMC9.20.040	Litter Control - Tampering with litter receptacles - 1st within 1 year	Optional	$50.00
TBMC9.20.040	Litter Control - Tampering with litter receptacles - 2nd within 1 year	Optional	$100.00
TBMC9.20.040	Litter Control - Tampering with litter receptacles - 3rd within 1 year	Optional	$300.00
TBMC9.20.040	Litter Control - Tampering with litter receptacles - 4th within 1 year	Mandatory	$300.00
TBMC9.20.050	Litter Control - Walkways, streets & alleys - 1st within 1 year	Optional	$50.00
TBMC9.20.050	Litter Control - Walkways, streets & alleys - 2nd within 1 year	Optional	$100.00
TBMC9.20.050	Litter Control - Walkways, streets & alleys - 3rd within 1 year	Optional	$300.00
TBMC9.20.050	Litter Control - Walkways, streets & alleys - 4th within 1 year	Mandatory	$300.00
TBMC9.20.060	Litter Control - Private Premises - 1st within 1 year	Optional	$50.00
TBMC9.20.060	Litter Control - Private Premises - 2nd within 1 year	Optional	$100.00
TBMC9.20.060	Litter Control - Private Premises - 3rd within 1 year	Optional	$300.00
TBMC9.20.060	Litter Control - Private Premises - 4th within 1 year	Mandatory	$300.00

TBMC9.20.070	Litter Control - Public Places - 1st within 1 year	Optional	$50.00
TBMC9.20.070	Litter Control - Public Places - 2nd within 1 year	Optional	$100.00
TBMC9.20.070	Litter Control - Public Places - 3rd within 1 year	Optional	$300.00
TBMC9.20.070	Litter Control - Public Places - 4th within 1 year	Mandatory	$300.00
TBMC9.20.080	Litter Control - Business Premises - 1st within 1 year	Optional	$50.00
TBMC9.20.080	Litter Control - Business Premises - 2nd within 1 year	Optional	$100.00
TBMC9.20.080	Litter Control - Business Premises - 3rd within 1 year	Optional	$300.00
TBMC9.20.080	Litter Control - Business Premises - 4th within 1 year	Mandatory	$300.00
TBMC9.20.090	Litter Control - Littering from vehicles - 1st within 1 year	Optional	$50.00
TBMC9.20.090	Litter Control - Littering from vehicles - 2nd within 1 year	Optional	$100.00
TBMC9.20.090	Litter Control - Littering from vehicles - 3rd within 1 year	Optional	$300.00
TBMC9.20.090	Litter Control - Littering from vehicles - 4th within 1 year	Mandatory	$300.00
TBMC9.20.100	Litter Control - Litter from aircraft - 1st within 1 year	Optional	$50.00
TBMC9.20.100	Litter Control - Litter from aircraft - 2nd within 1 year	Optional	$100.00
TBMC9.20.100	Litter Control - Litter from aircraft - 3rd within 1 year	Optional	$300.00
TBMC9.20.100	Litter Control - Litter from aircraft - 4th within 1 year	Mandatory	$300.00
TBMC9.20.110	Litter Control - Litter in Parks - 1st in 1 year	Optional	$50.00
TBMC9.20.110	Litter Control - Litter in Parks - 2nd within 1 year	Optional	$100.00
TBMC9.20.110	Litter Control - Litter in Parks - 3rd within 1 year	Optional	$300.00
TBMC9.20.110	Litter Control - Litter in Parks - 4th within 1 year	Mandatory	$300.00
TBMC9.20.120	Litter Control - Construction sites - 1st within 1 year	Optional	$50.00
TBMC9.20.120	Litter Control - Construction sites - 2nd within 1 year	Optional	$100.00
TBMC9.20.120	Litter Control - Construction sites - 3rd within 1 year	Optional	$300.00
TBMC9.20.120	Litter Control - Construction sites - 4th within 1 year	Mandatory	$300.00
TBMC9.20.130	Litter Control - Parking lots-Litter receptacles required - 1 in 1 year	Optional	$50.00
TBMC9.20.130	Litter Control - Parking lots-Litter receptacles required - 2nd within 1 year	Optional	$100.00
TBMC9.20.130	Litter Control - Parking lots-Litter receptacles required - 3rd within 1 year	Optional	$300.00
TBMC9.20.130	Litter Control - Parking lots-Litter receptacles required - 4th within 1 year	Mandatory	$300.00
TBMC9.20.140	Litter Control - Litter receptacles obstructing traffic - 1st within 1 yea	Optional	$50.00
TBMC9.20.140	Litter Control - Litter receptacles obstructing traffic - 2nd within 1 yea	Optional	$100.00
TBMC9.20.140	Litter Control - Litter receptacles obstructing traffic - 3rd within 1 yea	Optional	$300.00
TBMC9.20.140	Litter Control - Litter receptacles obstructing traffic - 4th within 1 yea	Mandatory	$300.00
TBMC9.20.150	Litter control - Commercial handbills prohibited - 1st within 1 year	Optional	$50.00
TBMC9.20.150	Litter control - Commercial handbills prohibited - 2nd within 1 year	Optional	$100.00
TBMC9.20.150	Litter control - Commercial handbills prohibited - 3rd within 1 year	Optional	$300.00
TBMC9.20.150	Litter control - Commercial handbills prohibited - 4th within 1 year	Mandatory	$300.00

TBMC9.20.170	Litter Control - Obedience of law required - 1st within 1 year	Optional	$50.00
TBMC9.20.170	Litter Control - Obedience of law required - 2nd within 1 year	Optional	$100.00
TBMC9.20.170	Litter Control - Obedience of law required - 3rd within 1 year	Optional	$300.00
TBMC9.20.170	Litter Control - Obedience of law required - 4th within 1 year	Mandatory	$300.00
TBMC9.20.180	Litter control - Obedience to officials required - 1st within 1 year	Optional	$50.00
TBMC9.20.180	Litter control - Obedience to officials required - 2nd within 1 year	Optional	$100.00
TBMC9.20.180	Litter control - Obedience to officials required - 3rd within 1 year	Optional	$300.00
TBMC9.20.180	Litter control - Obedience to officials required - 4th within 1 year	Mandatory	$300.00
TBMC9.20.190	Litter control - Emergency Powers - 1st within 1 year (Fine + Abatement)	Optional	$50.00
TBMC9.20.190	Litter control - Emergency Powers - 2nd within 1 year (Fine + Abatement)	Optional	$100.00
TBMC9.20.190	Litter control - Emergency Powers - 3rd within 1 year (Fine + Abatement)	Optional	$300.00
TBMC9.20.190	Litter control - Emergency Powers - 4th within 1 year (Fine + Abatement)	Mandatory	$300.00
TBMC9.20.200	Litter Control - Compliance Order - 1st within 1 year (Fine + Abatement)	Optional	$50.00
TBMC9.20.200	Litter Control - Compliance Order - 2nd within 1 year (Fine + Abatement)	Optional	$100.00
TBMC9.20.200	Litter Control - Compliance Order - 3rd within 1 year (Fine + Abatement)	Optional	$300.00
TBMC9.20.200	Litter Control - Compliance Order - 4th within 1 year (Fine + Abatement)	Mandatory	$300.00
TBMC9.22.020	Water Hydrants - Description and Location - 1st Offense	Optional	$100.00
TBMC9.22.020	Water Hydrants - Description and Location - 2nd within 1 year	Optional	$200.00
TBMC9.22.020	Water Hydrants - Description and Location - 3rd within 1 year	Optional	$300.00
TBMC9.22.020	Water Hydrants - Description and Location - 4th within 1 year - Mandatory appearance + fine	Mandatory	$300.00
TBMC9.22.030	Water Hydrants - Intended Use - 1st offence	Optional	$100.00
TBMC9.22.030	Water Hydrants - Intended Use - 2nd within 1 year	Optional	$200.00
TBMC9.22.030	Water Hydrants - Intended Use - 3rd within 1 year	Optional	$300.00
TBMC9.22.030	Water Hydrants - Intended Use - 4th within 1 year	Mandatory	$300.00
TBMC9.22.040	Water Hydrents - Accessability - 1st offence	Optional	$100.00
TBMC9.22.040	Water Hydrents - Accessability - 2nd within 1 year	Optional	$200.00
TBMC9.22.040	Water Hydrents - Accessability - 3rd within 1 year	Optional	$300.00
TBMC9.22.040	Water Hydrents - Accessability - 4th within 1 year	Mandatory	$300.00
TBMC9.22.050	Water Hydrants - Fence openings and gates - 1st Offense	Optional	$100.00

TBMC9.22.050	Water Hydrants - Fence openings and gates - 2nd within 1 year	Optional	$200.00
TBMC9.22.050	Water Hydrants - Fence openings and gates - 3rd within 1 year	Optional	$300.00
TBMC9.22.050	Water Hydrants - Fence openings and gates - 4th within 1 year	Mandatory	$300.00
TBMC10.04.015	**Vehicles and Traffic General Provisions - Traffic Fine Schedule -** ADOPTION OF STATE BAIL FORFEITURE SCHEDULES BY REFERENCE "TRAFFIC BAIL FORFEITURE SCHEDULE" AND THE "OVERSIZE VEHICLE BAIL FORFEITURE SCHEDULE"		
TBMC10.04.140	Vehicles and Traffic - Prohibited Devises - 1st offense	Optional	$15.00
TBMC10.04.140	Vehicles and Traffic - Prohibited Devises - 2nd within 1 year	Optional	$25.00
TBMC10.04.140	Vehicles and Traffic - Prohibited Devises - 3rd within 1 year	Optional	$50.00
TBMC10.04.140	Vehicles and Traffic - Prohibited Devises - 4tth within 1 year	**Mandatory**	**$50.00**
TBMC10.04.160	**Traffic Fine Schedule - Violations and Penalties:**		
TBMC10.04.160	AS28.05.095(a): Failure To Wear Safety Belt (Age 16 And Older: Passenger Or Driver)	Optional	$ 15.00
TBMC10.04.160	AS28.05.095(b): Fail To Properly Secure Child In Child Safety Device	Optional	$ 50.00
TBMC10.04.160	AS28.05.095(b): Fail To Provide Child Safety Device 1st Offense (Correctable)	Optional	$ 50.00
TBMC10.04.160	AS28.05.095(b): Fail To Provide Child Safety Device 2nd And Subsequent Not Dismissible	Optional	$ 50.00
TBMC10.04.160	AS28.05.095(d): Illegal Removal Of Vehicle Seatbelt	Optional	$ 15.00
TBMC10.04.160	AS28.10.171(b): Display Of Registration Plates - Securely Fastened	**Mandatory**	**$ 300.00**
TBMC10.04.160	AS28.10.451: Fail To Register Vehicle	Optional	$ 90.00
TBMC10.04.160	AS28.10.461: Fail To Carry Certificate Of Registration In Vehicle	Optional	$ 40.00
TBMC10.04.160	AS28.10.461: Plates/Decals/Permits Must Be Properly Attached And Displayed	Optional	$ 75.00
TBMC10.04.160	AS28.10.471: Operating Vehicle w/ Expired Registration	Optional	$ 90.00
TBMC10.04.160	AS28.10.471: Operating Vehicle W/Suspended/Revoked Registration	Optional	$ 300.00
TBMC10.04.160	AS28.15.011(b): Driving With License Expired Less Than One Year	Optional	$ 75.00
TBMC10.04.160	AS28.15.021(2): Drive With Out-Of-State License After 90 Days In State	Optional	$ 75.00
TBMC10.04.160	AS28.15.021(6): Driving A Motor-Driven Cycle With Out-Of-State Drivers License After 90 Days	Optional	$ 75.00
TBMC10.04.160	AS28.15.057(b): Operating A Vehicle In Violation Of A Provisional License	Optional	$ 200.00
TBMC10.04.160	AS28.15.131: License Carried/ Exhibited On Demand (Correctable)	Optional	$ 50.00
TBMC10.04.160	AS28.15.281(a): Unlawful Use Of A Drivers License	Optional	$ 200.00
TBMC10.04.160	AS28.15.291(a)(2): Drive w/ License Cancelled/Suspended/Revoked	**Mandatory**	**$ 300.00**
TBMC10.04.160	AS28.15.291(a)(3): Drive in Violation of License Limitation	**Mandatory**	**$ 300.00**
TBMC10.04.160	AS28.22.019: Proof Of Insurance To Be Carried And Exhibited On Demand (Correctable)	Optional	$ 500.00
TBMC10.04.160	AS28.35.029: Open Container Of Alcoholic Beverage In Motor Vehicle	Optional	$ 200.00

TBMC10.04.160	AS28.35.031(e): Refusal To Submit To A Preliminary Breath Test	Optional	$	100.00
TBMC10.04.160	AS28.35.135(b): Failure to Notify Dept of Change of Name/Address	Optional	$	25.00
TBMC10.04.160	AS28.35.140(a): Obstruct Or Blocking Traffic	Optional	$	75.00
TBMC10.04.160	AS28.35.140(b): Turn Off Required When 5 Or More Vehicles Are Behind	Optional	$	100.00
TBMC10.04.160	AS28.35.145(e): Ownership Of A Vehicle Which Illegally Passes A Stopped School Bus	Optional	$	75.00
TBMC10.04.160	AS28.35.155: Operating Vehicle w/Studded/Chained Tires When Prohibited (Correctable)	Optional	$	50.00
TBMC10.04.160	AS28.35.161(a)(1): Use Electronic Device while Driving	Optional	$	500.00
TBMC10.04.160	AS28.35.180: Disobediance To Signal Of Officer Regulating Traffic	Optional	$	75.00
TBMC10.04.160	AS28.35.185(b)(2): Overtaking And Passing A Parked Emergency Vehicle - If No Personal Injury	Optional	$	150.00
TBMC10.04.160	AS28.35.235: Special Lic Or Permit - Unauth Use Of Disabled Parking - First Offense	Optional	$	250.00
TBMC10.04.160	AS28.35.235: Special Lic Or Permit - Unauth Use Of Disabled Parking - Second And Subsequent	Optional	$	500.00
TBMC10.04.160	AS28.35.235: Unauthorized Use Of Parking Reserved For Persons With Disablities - First Offense	Optional	$	125.00
TBMC10.04.160	AS28.35.235: Unauthorized Use Of Parking Reserved For Persons With Disablities - Second And Subs	Optional	$	250.00
TBMC10.04.160	AS28.35.251: Contained Or Confined Loads	Optional	$	300.00
TBMC10.04.160	AS28.35.253: Anti-Spray Devices Required (Correctable)	Optional	$	60.00
TBMC10.04.160	AS28.35.261: Low Speed Vehicle On Highway With Limit Above 35 MPH	Optional	$	100.00
TBMC10.04.160	AS28.35.410: Negligent Driving Not CMV	**Mandatory**	$	300.00
TBMC10.04.160	AS28.35.410: Negligent Driving CMV	**Mandatory**	$	300.00
TBMC10.04.160	AS28.39.010: Operating An Unregistered Snowmobile	Optional	$	50.00
TBMC10.04.160	AS28.39.040(e): Failure To Display Snowmobile Numbered Registration Decal	Optional	$	50.00
TBMC10.04.160	AS28.39.040(f): Fail To Carry Snowmobile Cert Or Reg Or Provide Identity Info	Optional	$	50.00
TBMC10.04.160				
TBMC10.04.160	AS11.46.462: Unlawful Possession of an Official Traffic Control Device	Optional	$	200.00
TBMC10.04.160	AS11.46.460(a)(1): Disregard Hwy Obstruction-Drive Around	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.46.460(a)(2): Disregard Hwy Obstruction-Open Up	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.51.110(a)(1): Endanger Welfare Child 2-Veh/Dwelling w/Cntrl Subst	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.51.110(a)(2): Endanger Welfare Child 2-Impaired By Intoxicant	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.51.125(a): Failure To Permit Visitation With A Minor	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.56.720(a): Refusing To Assist A Peace Officer Or Judicial Officer	**Mandatory**	**$**	**500.00**

TBMC10.04.160	AS11.56.730(d)(3): Failure to Appear	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.56.755(b)(1): Unlawful Contact 2nd Degree when charged w/Class B	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.56.757(a): Violate Condition Of Release	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.56.767: Fail to Report Violent Crime Against Adult	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.56.845(a): Hindering the Legislative Budget and Audit Committee	**Mandatory**	**$**	**5,000.00**
TBMC10.04.160	AS11.61.145(a)(3): Fighting Animals - Attend-1st Offense	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.61.145(a)(3): Fighting Animals - Attend-2nd Offense	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.61.150(a)(1): Obstruct Highways-Drop Substance	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.61.150(a)(2): Obstruct Highways-Render Impassable	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.66.200: Gambling - 1st Offense	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.66.200: Gambling - 2nd + Offense	**Mandatory**	**$**	**1,000.00**
TBMC10.04.160	AS11.76.100(a)(1): Negligently Sells Tobacco To A Minor	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.100(a)(2): Negligently Gives Tobacco To A Minor	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.100(a)(3): Illegally Maintaining Tobacco Product Vending Machine	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.100(a)(4): Business License Holder Allows Person under 19 to Sel	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.105(a): Possession Of Tobacco By Minor	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.106: Selling Tobacco Outside Controlled Access	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.107(a): Fail to Supervise Tobacco Product Vending Machine	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.109(a): Selling or Giving Nicotine Product to a Minor	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.133(a): Interference with Training of Service Animal	**Mandatory**	**$**	**500.00**
TBMC10.04.160	AS11.76.150(a): Knowing/Willful Sale of Product Containing Dextromethorp	Optional	$	150.00
TBMC10.04.160	AS11.76.150(a): Knowing/Willful Sale of Product Containing Dextromethorp	Optional	$	250.00

ADDITIONS ARE CAPITALIZED
~~Deletions are stricken~~

CITY OF THORNE BAY
ORDINANCE 17-11-21-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – LAW ENFORCEMENT DEPARTMENT, SECTIONS 2.36.010-DEPARTMENT ESTABLISHED, 2.36.020 VILLAGE PUBLIC SAFETY OFFICER, 2.36.030 DEPARTMENT CHIEF.

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 Chapter. Amending Chapter 2.36- Law Enforcement Department, Sections 2.36.010 - Department established, 2.36.020 Village Public Safety Officer, 2.36.030 Department Chief, is hereby amended and added to the Thorne Bay Municipal Code.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED November 21, 2017

_____
James Gould, Mayor

ATTEST:

_____
Teri Feibel, City Clerk

[Introduction: November 7, 2017]
[Public Hearing: November 21, 2017]

Title 2 – Administration and Personnel
Chapter 2.36 - LAW ENFORCEMENT DEPARTMENT Sections:

2.36.010 Department established.
2.36.020 Village public safety officer.
2.36.030 Department chief.

2.36.010 Department established. There shall be a law enforcement department for the city. The law enforcement officer, MAYOR OR CITY ADMINISTRATOR shall be the department head and shall administer the department as provided in AS 29.20.400. (Ord. 91-17 § 4(part), 1991)

2.36.020 Village public safety officer. A. The village public safety officer (referred to in this chapter as "VPSO") shall ~~be the department head~~, ~~serving~~ SERVE the city in accordance with the MOST CURRENT village public safety officer program ~~letter of~~ agreement (referred to in this chapter as "agreement") between the city of Thorne Bay and the central council of Tlingit and Haida Indian Tribes of Alaska (referred to in this chapter as "central council") as long as the agreement remains in effect.

B. 1. Subject to the approval of the central council, as provided in the agreement, the VPSO shall be appointed by the CITY council.

2. SUBJECT TO THE AGREEMENT THE VPSO SHALL WORK FOR AND BE DIRECTLY SUPERVISED BY THE CENTRAL COUNCIL.

C. 1. The chief administrator shall act as liaison between the VPSO and the city.

2. In accordance with AS 29.20.500, the chief administrator shall supervise the LAW ENFORCEMENT department.

3. The chief administrator ~~shall exercise care and concern in the supervision of the VPSO~~, shall keep the council informed about the status of the city law enforcement and performance of the VPSO, and shall consult the council in evaluating the performance of the VPSO.

D. For just cause and after approval by the council, the chief administrator may recommend to central council that the VPSO be removed from the position.

E. 1. ~~In accordance with the agreement~~, THE ~~the~~ VPSO provides to his or her level of training a broad range of public safety services AS OUTLINED IN THE MOST CURRENT AGREEMENT, ~~including but not limited to enforcement of municipal law. With due regard for the VPSO's training and expertise, as well as the public's safety, the chief administrator, after approval of central council and the Alaska State Troopers and consideration of the VPSO's opinions and suggestions, shall assign reasonable and authorized public safety duties to the VPSO. Such duties shall be assigned within the limits of the VPSO's standard workday and standard workweek as established in the agreement.~~

2. THE VPSO MAY PROVIDE ADDITIONAL SERVICES WITH THE APPROVAL OF CENTRAL COUNCIL. ~~Other public safety concerns or special VPSO duties may be assigned as authorized in the agreement.~~

F. To assist the council in evaluating the VPSO's response to the needs of the city within the VPSO's area of responsibility, in accordance with the agreement, the VPSO shall make a monthly oral report at a regular council meeting, presenting pertinent current public safety information and a general review of the department's previous month's activities.

G. To assist the city in providing the VPSO normal office facilities in accordance with the agreement, the VPSO annually, when requested by the chief administrator, shall submit a proposed department budget for the next fiscal year. The VPSO shall be consulted about any change to be made in the department's proposed budget before it is finalized by the chief administrator for approval of the council. (Ord. 98-01 §3(part), 1998: Ord. 91-17 §4(part), 1991)

2.36.030 Department chief. When the city is not party to an agreement covering the ~~employment~~ APPOINTMENT of a VPSO: **A.** The department chief shall be appointed by the chief administrator, confirmed by the council, and responsible to the chief administrator.

B. The chief shall be the department head and shall administer the department.

C. By ordinance or resolution the council shall establish the organization and functions of the department, after considering recommendations of the chief administrator. (Ord. 98-01 §3(part), 1998: Ord. 91-17 §4(part), 1991)

CITY OF THORNE BAY
ORDINANCE 17-11-21-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.24 – EMPLOYMENT, SECTION 2.24.030 – PART-TIME EMPLOYEES

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 Chapter. Amending Chapter 2.24- Employment, Section 2.24.030 (a)(2) Part-Time Employees, is hereby amended and added to the Thorne Bay Municipal Code.

Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED November 21, 2017

_____
James Gould, Mayor

ATTEST:

_____
Teri Feibel, City Clerk

[Introduction: November 7, 2017]
[Public Hearing: November 21, 2017]

ADDITIONS ARE BOLD AND CAPITALIZED

TITLE 2 – ADMINISTRATION AND PERSONNEL
CHAPTER 2.24
SECTION-EMPLOYMENT

2.24.030 Employment. A. Permanent Employees. Permanent appointments are made to positions which are considered to be part of the regular complement work force needed to perform municipal services.

1. Full-time. Where the work week is forty hours on a regular basis;

~~2. Part-time. Where the work is done during a portion of a work day, work week, or work year, and totals at least twenty hours but less than forty hours a week on a regular basis;~~

2. PART-TIME. *WHERE THE WORK DONE DURING A PORTION OF A WORK DAY, WORK WEEK, OR WORK YEAR, AND TOTALS AT LEAST 15 HOURS BUT LESS THAN 30 HOURS PER WEEK.*

CITY OF THORNE BAY

P.O. Box 19110
THORNE BAY, ALASKA 99919

PH. (907) 828-3380 FAX (907) 828-3374

Purchase Order

Show this Purchase Order Number on all correspondence, invoices, shipping papers and packages.

20139

DATE: 11-13-17

REQUISITION NO.:

TO: CENTRAL PARTS WARHOUSE

SHIP TO: S&R equip mat $4,097.55
equip pur $1,888.48

REQUISITIONED BY	WHEN SHIP	SHIP VIA	F.O.B. POINT	TERMS
James				

QTY. ORDERED	QTY. RECEIVED	STOCK NO. / DESCRIPTION	UNIT PRICE	TOTAL
	PMM	PLOW & SHIPPING STRAIGHT BLADE.	4300	?
		shipping est	675	?
	YMM	TOUCH PAD CONTROLLER		
	22511AM	FISHER SNOWEY BATTERY		
	21976	BATERY ADAPTER		
	07548	LIGHT MODULE KIT.		
	226915	TRUCK SIDE HARNES SPLIT		
	15370-4PA	MYER 4 POST SOLENOID		

Jui — please put on 11/21 agenda

1. Please send _____ copies of your invoice.
2. Order is to be entered in accordance with prices, delivery and specifications shown above.
3. Notify us immediately if you are unable to ship as specified.

Thank You!

Wayne Benner
AUTHORIZED BY

1 09/28/17 440040A

James Taylor
City Of Thorne Bay
P O Box 19110
Thorne Bay, AK 99919

Seattle, WA 98108

240542 MEB/MEB GMO/MEB QUOTATION

(907) 251-1720 0.0 0 UPS

Please Note: There are NO RETURNS on any electrical product or plow oils. Any "Non Stocked" special order part requires a Non Refundable deposit. 20% restocking charge may apply on all other orders.

order these items 11/13/17

1	PMM yes	Plow Make & Model Meyer EZ plus straight blade, touchpad controller	0.00	--	0.00
	YMM yes	Year - Make Model of Truck DODGE Year:1996 Drive Train:4x4 Model:W-3500 Dual Rear Wheel 4/WD Cab:N/A Bed:N/A Engine:N/A FGAWR:N/A Headlight:HB1	0.00	--	0.00
1	~~17123~~	~~Meyers Mtg MDII Dodge W1500 94-96/W1500 99-01/W2500&3500 94-02~~ NO	~~400.76~~	~~--~~	~~400.76~~
1	~~07106~~	~~Meyer Headlight Adapter Harness GMC/Ford/Dodge/Toy HB1 (07092/07223/07034/07550) Lights~~ NO	~~55.99~~	~~--~~	~~55.99~~
1	~~19370~~	~~Meyer EZ Mtg Plus Universal Clevis (16532)~~ NO	~~282.85~~	~~--~~	~~282.85~~
1	22811AM yes	Fisher - Western - SnowEx Battery Cable 24" Red	8.80	--	8.80
2	21976 yes	Battery Adapter	4.45	--	8.90
1	07548 yes	Meyer N/S Light Module Kit (07223-07234-07550)	162.97	--	162.97
1	22691S yes	Meyer Truck Side Harness - Split	206.76	--	206.76
1	15370-4AM yes	Meyer Replacement 4 Post Solenoid	12.95	--	12.95
1	SHIPPINGQUOTE	Shipping Options Are As Follows	0.00	--	0.00
		Shipping to 98108 barge line zip code provided by customer is $121.59			

MERCHANDISE QUOTATION TOTAL $ 1139.98
SHIPPING & HANDLING $ 690.60
QUOTATION TOTAL $ 1830.58

please provide a new shipping quote to the barge line in Seattle 98108