AGENDA
FOR THE REGULAR
CITY COUNCIL MEETING
FOR THE CITY OF THORNE BAY
CITY HALL COUNCIL CHAMBERS,
TUESDAY, September 18, 2018
@ 6:30 P.M.

SPECIAL WORKSHOP

FREE TRAINING TO RECEIVE THE

Opioid Antidote – Naloxone

SUPPLIES ARE LIMITED, THOSE WHO ATTEND THE TRAINING WILL RECEIVE THEIR KIT WHEN RECEIVED.

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS:
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. NEW BUSINESS:
   A. Approval of MOU Road Agreement OVK and City of Thorne Bay, discussion and action item:
   B. Resolution 18-09-18-01, amending the Rate Schedule for all City Services, discussion and action item.
   C. Appointment of Election Judges for the October 2, 2018, General Municipal Election discussion and action item:
   D. Approving Renewal SISD lease of City property for continued operation of a Restaurant, discussion and action item:

10. ORDINANCES FOR PUBLIC HEARING:

A. Ordinance 18-08-21-02, amending Title 10-Vehicles and Traffic, Chapter 10.20 – Parking, Standing and Stopping, discussion and action item:

B. Ordinance 18-09-18-01, amending Title 1 – General Provisions, Section

Minor Offense Fine Schedule, adding Minor Offense Table for violations of Title 9.02 – Minor Curfew, and Title 12-Streets, Sidewalks and Public Places, discussion and action item:

C. Ordinance 18-09-18-02, amending Title 12 – Streets, Sidewalks & Public Places, discussion and action item:

D. Ordinance 18-09-18-03, amending Title 18-City Harbor, discussion and action item:

11. ORDINANCES FOR INTRODUCTION:

A. Ordinance 18-10-08-01, amending Title 13 – Utilities, Chapters 3.14-Sewer, 13.52-Water, 13.70-Solid Waste, discussion and action item:

12. EXPENDITURES EXCEEDING $2,000.00:

13. EXECUTIVE SESSION: The Council May adjourn to executive session.

14. CONTINUATION OF PUBLIC COMMENT:

15. CONTINUATION OF COUNCIL COMMENT:

16. ADJOURNMENT:

CITY OF THORNE BAY
P.O. BOX 19110
THORNE BAY, ALASKA 99919
(907) 828-3380
FAX (907) 828-3374
www.thornebay-ak.gov

ROAD MAINTENANCE SERVICE AGREEMENT ON THE KASAAN ROAD, SOUTH THORNE BAY AND GOOSE CREEK ROADS BETWEEN THE CITY OF THORNE BAY AND THE ORGANIZED VILLAGE OF KASAAN

This Agreement dated, _____, by and between, the **Organized Village of Kasaan** (hereinafter referred to as **"OVK"**) and **(City of Thorne Bay)** (hereinafter referred to as "**Thorne Bay**").

WHEREAS, Thorne Bay recognizes the need for assistance in the maintenance of roads on the southside of Thorne Bay; and

WHEREAS, the Organized Village of Kasaan has the capacity and capabilities to provide maintenance of roads on the southside of Thorne Bay; and

NOW, THEREFORE, in consideration of the services to be rendered and the mutual covenants contained below, it is agreed by and between the City of Thorne Bay and Organized Village of Kasaan as follows:

SECTION 1. SCOPE OF WORK

OVK agrees to perform year-round road maintenance services on the south side of TB. The City of Thorne Bay will upon request of OVK, assist with maintenance, such as snow removal and sanding.

The City of Thorne Bay will provide sanding material until such time as the State of Alaska closes the current material source, at which time both parties to this agreement will mutually agree to another source or type of ice control.

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Year-round road maintenance to include but not limited to:

- Routine Road maintenance
- Grading/Compacting
- Snow removal/Spreading Sand
- Ditching and drainages

SECTION 2. PERSONNEL AND EQUIPMENT

OVK will provide all personnel and equipment to preform year-round maintenance service and shall have the sole right to designate which of its employees shall perform the services required under this agreement.

Thorne Bay will provide personnel and equipment to assist with winter maintenance upon request by OVK.

SECTION 3. BILLING AND PAYMENT

OVK will submit monthly invoices for those months wherein OVK has performed road maintenance work.

SECTION 4. TERM AND TERMINATION

The term of this Agreement shall begin as of the Effective Date and continue until terminated by either party as provided below.

Either party may terminate this Agreement upon 30 days written notice to the other party.

This Agreement contains the entire agreement between the parties and may not be amended or modified except in a written amendment executed by both parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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SECTION 5. LIABILITY

Both parties hereby waive all claims against the other for compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

Thorne Bay shall not bring any claim whatsoever against OVK for failure to send the requested personnel or equipment where such failure is based on the judgment of OVK that such personnel and equipment are either not available or are needed to provide service elsewhere.

OVK and Thorne Bay shall be immune from any liability in connection with all acts performed or required in accordance with this Agreement.

SECTION 6. INSURANCE

Each party shall procure and maintain such insurance as is required by applicable federal and state law and as may be appropriate and reasonable to cover its personnel, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability insurance, and property damage insurance.

SECTION 7. CONFLICT RESOLUTION

In the event of any dispute under this Agreement between the parties, either party may bring an action in Superior Court, First Judicial District, State of Alaska, at Ketchikan, Alaska. Notwithstanding the foregoing, the parties may agree to another dispute resolution process such as mediation or arbitration.

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SECTION 8. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alaska.

SECTION 9. ASSIGNMENT

This Agreement may not be assigned, in whole or in part by either party without the prior written consent of the other party. Any purported assignment in violation of this section shall be null and void and of no force and effect.

SECTION 10. NOTICES

All notices under this Agreement shall be sent by U.S. first class mail, certified mail, personal delivery or email to the following:

Organized Village of Kasaan

Attn: Sara K Yockey, Transportation Director

Kasaan, AK

City of Thorne Bay

Attn: City Administrator

PO Box 19110

Thorne Bay, AK 99919

administrator@thorne-bay-ak.gov

CITY OF THORNE BAY

P.O. BOX 19110
THORNE BAY, ALASKA 99919
(907) 828-3380
FAX (907) 828-3374
www.thornebay-ak.gov

IN WITNESS THEREOF, the following have duly executed this Agreement:

ORGANIZED VILLAGE OF KASAAN

By

9/6/2018

ATTEST:

CITY OF THORNE BAY

By
Harvey McDonald Mayor

ATTEST:

_____

Teri Feibel, CMC

RESOLUTION 18-09-18-01
CITY OF THORNE BAY
Rate Schedule for City Services

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, AMENDING RESOLUTION 17-08-01-02, RATE SCHEDULE FOR CITY SERVICES

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

WHEREAS, the City Council sets rates and fee schedules through resolution for all services provided by the City of Thorne Bay; and

WHEREAS, the City Council has reviewed the rate schedule for city services and finds that an amendment is necessary to include customer account deposit requirements and the maximum capacity limits for harbor live-aboard users.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Thorne Bay amends Resolution 17-08-01-02 – Fee and Rate Schedule for City Services; and adopts the City Rate Schedule as provided in Resolution 18-09-18-01 (Exhibit – A).

PASSED AND APPROVED September 18, 2018

_____

Harvey McDonald, Mayor

ATTEST:

_____

Teri Feibel, CMC

RESOLUTION 18-09-18-01

CITY OF THORNE BAY

Rate Schedule for City Services

Amendments to City Rate Schedule include the addition of the following items:

- **Adopt prorating fees for Harbor Contracts:**
  Currently Harbor services are not prorated for a portion of a month used. Amendment will provide for the following:
  - **All harbor contracts are prorated at the monthly rate if cancelled prior to the expiration of the contract term.**
  - **Use of a harbor stall for 10 days or more will be charged the full months fee and will not be prorated.**

- **Harbor Live-Aboard Fees:**
  - Administrative Service Fee: $30.00 (plus tax)
    Fee charged for administrative services pertaining to the billing and recording of service changes.

Description		Price
Administrative Fees		
Administration Fee	Administration Fee: Miscellaneous Services Provided or Sold. Administrative Fees will be charged at 25% of the Service/Product Cost.	25%
Advertising & Promotion	Any promotional items sold at @ cost plus 25% Administrative Fee	Cost + 25%
Audio Recording	Fee charged for audio recordings of meetings. Includes time & CD.	15.00
Audio recording - CD	An audio recording by request.	15.00
Annual Halibut Charter Permit Copy	Annual Community Charter Halibut Permit, area 2c 6 Angler Fees for copies $0.25 per page.	1,100.00 0.25
Fax	Send/receive: $2.50 for the first page + $1.25 for each additional page	2.50
*Fin Charge	Finance Charges on Overdue Balance	10.5%
Impound Storage	Impound Storage per day - set by code	2.00
Impoundment Fee	Fee for impoundment of vehicle + any incidental costs (such as towing) - set by code 10.12.020	250.00
Landing Fees	Landing Fees Associated with Sales Tax	10.00
Laborer	Labor Rate per hour plus benefit hourly costs	Employee wages
Laminating - SMALL	Lamination: card size $1.00/page plus tax..	1.00
Laminating -Large	Full Page lamination - $3.00 per page plus tax	3.00
NSF Check Fee	Non-Sufficient Funds Check Fee	25.00
Notary (Standard)	Notary Service - $5.00 for the first Notary Signature = $3.00 each additional (plus tax)	5.00

RESOLUTION 18-09-18-01

CITY OF THORNE BAY

Rate Schedule for City Services

Notary Escrow/Loans/Mortgage	Escrow/Loans/ Mortgage Notary: require additional services , printing, copying & scanning. $100.00 flat rate (plus tax)	100.00
Sales Tax - City	City Sales Tax	6.0%
Sales Tax Audit Income	Income from Tax Audit, invalid Sales Tax Exemptions	6.0%
Animal Fees - Admin and Finance		
Animal License-Not	License Fee for Un-Altered Animals	20.00
Animal License Neut.	License Fee for Neutered or Spayed Animals	10.00
Animal Tag Replacement	Replacement Tag Fee	5.00
Kennel Permit	Kennel Permit Application Fee	50.00
Animal Impound - First	First Impoundment in a twelve-month period	35.00
Animal Impoundment - Second	Second Impoundment in a twelve-month period	50.00
Animal Impoundment - Third	Third Impoundment in a twelve-month period	100.00
Shelter Fee	Daily Fee for sheltering animal	7.50
Shelter Fees - over 3 days	Daily fees after animal sheltered more than three days	2.50
ATV Fees		
ATV Flag	ATV Flag (Cost plus 25% admin fee)	15.00
ATV Inspection	ATV Inspection	25.00
ATV Re-inspection	Charge applied for any re-inspection of ATV (and any motorized vehicle categorized as such)	15.00
ATV tag replacement	Replacement of registration tag.	15.00
ATV Yearly Renewal	Annual Renewal of ATV tags (come into City Hall to pick up your new sticker)	25.00
EMS Fees		
~~EMS Ambulance - Advanced Life~~	-	~~675.00~~
~~EMS Ambulance - Basic Life Supp~~	-	~~475.00~~
~~EMS Ambulance Call Out~~	-	~~180.00~~
~~EMS Medical Supplies~~	-	~~0.00~~
~~EMS Mileage - Close~~	-	~~8.21~~
~~EMS Mileage Distance~~	-	~~6.84~~
~~EMS Non-emergent 911~~	~~Non-emergent 911 calls will result in a $50.00 fine.~~	~~50.00~~
~~EMS Fees:EMT Care~~	-	~~25.00~~
Equipment Rental		
Equip. Rental:10 Yard Dump Truck	Hourly	110.00
Equip. Rental:5 Yard Dump Truck	Hourly	100.00
Equip. Rental:Backhoe	Backhoe -- hourly	105.00
Equip. Rental:Chain Saw		25.00

Compactor Rental		20.00
Cut off Saw		25.00
Excavator	$140.00 per hour for rental of excavator	140.00
Grader	$120.00 per hour for rental of Grader	120.00
Loader	$110.00 per hour for rental of Loader	110.00
Pipe Threader		20.00
Plate	$90.00 per day	90.00
Pressure Washer	$35.00 per day	35.00
Sewer Snake		50.00
Tandem Axel Trailer		60.00
Welder	$150.00 per day..	150.00
Equip. Rental (grants)		110.00
Fire Fees		
Fire Fees - Alcohol or Drug	Fire where alcohol or drugs were a factor. This REQUIRES a Fire Marshall Report {09-01-20-01(D)}	1,000.00
Fire Fees - Boat Fire	Boat Fire {09-01-20-01(K)}	500.00
Fire Fees - Car Fire	Car Fire {09-01-20-01(I)}	200.00
Fire Fees - Careless Regard	Careless Regard for open burning resulting in Fire Dept being called out {09-01-20-01(A)}	500.00
Fire Fees - Careless Smoking	Careless Smoking resulting in fire {09-01-20-01(B)}	200.00
Fire Fees - Chimney Sweep	Chimney Sweep {09-01-20-01(G)}	100.00
Fire Fees - Control Burn w/Standby service	Control Burn with fire dept. standby {09-01-20-01(F)}	500.00
Fire Fees - Failure to Control	Failure to control or report a dangerous fire {09-01-20-01(C)}	200.00
Fire Fees - House Fire	Structure/House Fire {09-01-20-01(H)}	1,000.00
Fire Fees - Out of Control Burn	Out of control burning requiring fire engine response {09-01-20-01(E)}	1,000.00
Fire Works Permit	Permit Fee for Fireworks use other than July 4th or Dec 31st.	100.00
Harbor		
Boat Bailing	Fee for City Staff 'bailing' your boat	25.00
Boat Grid Fees daily	Boat Grid Use - daily rate.(Contracted harbor users will have free use of the grid for a max of 4 days per year)	1.00
Boat Launch Commercial	Commercial Boat Launch Fee (per Year)	350.00
Boat Launch Permit	Boat Launch Permit for the calendar year	25.00
Boat Launch Ramp Fee	Boat Launch Ramp Fee	5.00
Commuter Rate	Commuter Permit	50.00
Deposit	Harbor Deposit (two times monthly rate-customer deposit not to exceed $500)	2 x $__
DL - Annual Rate	Annual Contract at Davidson Landing (boat length x 12 x $1.82)	1.82

RESOLUTION 18-09-18-01

CITY OF THORNE BAY

Rate Schedule for City Services

DL - Monthly Moorage	Monthly Moorage at Davidson Landing (boat length x $2.81)	2.81
DL - Six Month Contract	Six Month Moorage Contract at Davidson Landing (boat length times 6 times rate)	2.21
Floatplane - yearly	Annual rate for floatplane parking $50.00 per month + tax	600.00
Floatplane Landing Fee	Enplaned Landing Fee (Landing @ DL or Main Harbor) $ 10.00 per landing.	10.00
Floatplane month	Monthly Rate for Floatplane Parking $70.00 per month + tax	70.00
Floatplane Semi-Annual	Semi - Annual Rate for Floatplane Parking: $60.00 per month + tax	360.00
Floatplane transient fee	Floatplane Fee for Overnight Parking	5.00
Grid Water	Grid water usage (Ex. boat cleaning) w. out grid use. Non-potable water	7.00
Harbor Electric Transient Flat	Nightly Rate for transient moorage electricity use	12.00
Harbor Shower	Harbor Shower (coin operated)	0.00
Hoist	Harbor Hoist Use - hourly (plus tax)	18.87
Live-Aboard Deposit	Deposit required for harbor 'live-aboard'.(deposit is two times the monthly rate)	379.24
Live-aboard fee	**Live-aboard rate (Resolution 13-08-06-02) -To be set consistent with rates charged for City Utilities**	**189.62**
Main - Annual Rate	Annual Contract in Main Harbor (boat length times 12 times rate)	1.82
Main - Monthly Moorage	Monthly Moorage in Main Harbor (boat length times rate)	2.81
Main - Six Month Contract	Six Month Moorage Contract in Main Harbor (boat length times 6 times rate)	2.21
Transient Moorage	Transient Moorage, per foot, per night	0.75
Service Availability Fee	Service Availability Fee for a live-aboard to keep status.....(Ord. 18-05-01-01)	36.28
Pro-rated Harbor Contracts	Monthly Prorated Harbor Contracts may be granted only when used less than 10 days in any month.	
Land		
Land: Land Interest Charge	Land Interest Charge	13.0%
Land: Land Principal Payment	Land Principal Payment (set by contract)	
Library		
Library: Refundable Deposit	Refundable Deposit	20.00
Miscellaneous Income		
City Flag	City Flag	18.87
Misc: Polo Shirt w/City Seal	Polo Shirt w/City Seal	34.91
Misc: POW Island Map	Prince of Wales Island Map	11.56

Misc: Public Records CD/DVD each	Electronic records provided on city CD/DVR	15.00
Misc: Public Records certified copy	Certified copies of public records. $5.00 for each public record that is certified.	5.00
Misc: Public Records copying per page	Rate for public records. Must be paid prior to service	0.10
Misc: RV Water Sales	RV Water Sale - non-potable	7.00
Misc: RV Dump	RV Dump	7.00
Misc: Sweatshirt w/City Seal	Sweatshirt w/City Seal	37.74
Misc: T-Shirt w/City Seal	T-Shirt w/City Seal	18.87
Misc: Vest, Fleece w/City Seal	Fleece vest w/City Seal	42.45
Occupancy Tax		
Occupancy EMS/Fire	Occupancy EMS/FIRE	30%
Occupancy General	Occupancy General	10%
Occupancy Harbor	Occupancy Harbor	30%
Occupancy Tourism	Occupancy Tourism	20%
Occupancy Park Enhancement	Occupancy Parks Enhancement	10%
Parking		
Park & Sell permit	Park & Sell Permit (good for 30 days)	30.00
Parking Deposit - over 20'	Deposit for items over 20' in length	120.00
Parking Deposit under 20'	Deposit for items under 20'	70.00
Parking-Sort Yard	Parking at Sort Yard	50.00
Parking Permit-mo. - up to 20 ft	Monthly Parking Permit up to 20ft	35.00
Parking permit mo - over 20 ft	Monthly Parking Permit 21-40 feet. Over 40' requires special approval.	60.00
Passports (price set by Department of State)		
Passport Fees	Passport Fees	35.00
Passport Photos	Passport Photos	18.87
Rental		
Public Building Rental	Public Building Rentals: Bay Chalet Rental, Fire Hall Rental, Council Chamber Rental) $35.00 + tax per day.	35.00
Rock Sales		
Rock Sales	Rock Sales per yard	4.00
Rock Sales: Crushed Material	Per Yard plus crushing costs plus road material costs.	11.00
Rock Sales: Fill Material	Fill Material per yard	8.00
Rock Sales: Structural Fill	Structural Fill per yard	11.00
Rock Sales: To Soil	Top Soil - per yard	9.00
RV Park		
RV Park - daily	Daily Rate in RV Park	25.00
RV Park - monthly	Monthly Rate of space in RV Park.	250.00
RV Park - weekly	Weekly Rate in RV Park	150.00

RV Park Deposit - month	Monthly Rental Deposit (resolution 16.06.21.01)..(two times the monthly rate)	500.00
RV Park Deposit - wk / dy	Daily Rental Deposit (resolution 16.06.21.01)..(two times the daily rate)	50.00
RV Park Weekly Deposit	Weekly Rental deposit (resolution 16.06.21.01)..(Two times the weekly rate)	300.00
Sales Tax - Quarterly		
Sales Tax - Late Payment Penalty	Late Payment Penalty - 6% - 15% - 25%	%
Occupancy Tax	4% Occupancy Tax	4%
Sales Tax Exemption Permit	Sales Tax Exemption Permit.	600.00
Senior Tax-Exempt Card	Senior Tax-Exempt Card	15.00
Senior Tax-Exempt Card: Senior Assistance Card	Senior Assistance Card: $7.00 first Card, Replacement $5.00	7.00
Senior Tax-Exempt Card: Senior Tax Replacement Card	Senior Tax Replacement Card	5.00
Service Fees		
Service Fee - Reconnect	Service Fee for Reconnection of water	25.00
Service Fee - Staff Dispatched	Service Fee - Staff dispatched	25.00
Service Fee - Utilities	Service Fee for reconnection of Utilities	100.00
Reconnection Fee - Solid Waste	Reconnection Fee when solid waste service temporarily shut-off by request of customer	10.00
Reconnection Fee - Sewer	Reconnection when sewer service temporarily shut-off by request of customer	10.00
Reconnection Fee - Water	Reconnection Fee when Water service temporarily shut-off by request of customer	10.00
Administrative Service Fee - Harbor Live-aboard	Reconnection Fee when "live-aboard" status is temporarily suspended by request of customer	30.00
Sewer		
Commercial Deposit	Commercial Deposit Required	79.37
Deposit - Sewer	Deposit for Sewer Service	79.37
Sewer Commercial	Commercial Sewer Rate	79.37
Sewer Prorate, Commercial	Commercial sewer prorated	2.65
Sewer Prorate, Residential	Residential Sewer Prorated	2.65
Sewer Prorate, Senior	Senior sewer prorated	1.33
Sewer Pump out Treatment Fee	Price per gallon for Sewage dump/truck pump out	0.25
Sewer Residential	Residential Sewer Monthly Rate	79.37
Sewer Senior Rate	Senior Sewer Rate	39.69
Solid Waste		
Commercial Cans	Commercial Solid Waste rate for 2 cans	41.00
Commercial Dump Sale	Commercial Dump Sale per pound	0.18

RESOLUTION 18-09-18-01

CITY OF THORNE BAY

Rate Schedule for City Services

Commercial Extra Can	Rate for Extra Can pick-up	18.00
Commercial Prorate	Commercial two cans prorated	1.37
Deposit - Solid Waste	Deposit for Solid Waste Service	41.00
Dumpster Comm. -2xWk	Dumpster Rate 2 pick-ups/wk	284.00
Dumpster Comm. 1xWk	Dumpster Rate - 1 pick-up/wk	142.00
Residential Dump Sale	Residential Dump Sale per pound.($8.00 + tax up to 50 lbs. (min. charge) then .18 cents per pound plus tax	0.18
Residential Garbage Extra Can	Extra Cans - Residential	18.00
Residential Garbage	Residential Garbage Monthly Rate	41.00
Residential Garbage Pro-Rated	Residential Garbage prorated	1.37
Scrap Metal	Scrap metal rate per pound	0.08
Senior Solid Waste	Senior Solid Waste Services Rate	20.50
Senior Solid Waste Prorate	Senior Solid Waste prorated	0.68
Tipping Fee	Tipping Fee	28.75
Vehicle Disposal	Vehicle Flat Rate Disposal Fee	52.00
Zoning Fees		
Conditional Use Permit	Conditional Use Permit Fee	50.00
Subdivision Application Fee	Subdivision Application Fee	50.00
Variance Application Fee	Variance Application Fee	50.00
Platting Application Fee	Platting Application Fee	50.00
Public Development Fee	Public Development Application Fee	25.00
Water Fees		
Commercial Deposit	Commercial Account deposit required	101.25
Commercial Water - Excess	Commercial Water excess use per unit	15.00
Commercial Water - Metered,	Commercial Water Monthly rate - Metered	101.25
Commercial Water Prorated	Commercial Water Prorated	3.38
Deposit - Water	Deposit for Water Service	69.25
Drums - 55 gal.	Surplus drums (cost + 25% admin fee)..	50.00
Residential Water - Metered	Residential Water Monthly rate - Metered	69.25
Residential Water Excess	Excess Residential Water per unit	15.00
Residential Water Pro-rated	Residential water prorated	2.31
Senior Water Pro-rated	Senior water prorated	1.16
Senior Water Rate	Senior water rate	34.63
Service Availability Fee	Service Availability Fee: charged during a temporary shut-off for stand-by and safety purposes	36.28
Water Sale Bulk	Bulk Water Sales per 1000 gallons - NOT RV fill up.	15.00

Amended
LEASE AGREEMENT

THIS AGREEMENT of Lease is made effective this 1st day of November 1, 2017, by and between the City of Thorne Bay, an Alaska municipal corporation, P.O. Box 19110, Thorne Bay, Alaska 99919 (hereinafter called the City or Lessor), and Southeast Island School District (SISD) of PO Box 19569, Alaska 99919, hereinafter referred to as (Lessee).

1. Leased Premises. The City of Thorne Bay hereby leases to Lessee the following described municipal land ("Premises"), situated in the City of Thorne Bay, First Judicial District, State of Alaska, described as follows:

City owned municipal land, located easterly of the City owned boat launch facility as shown on the attached map within the corporate boundaries of the City of Thorne Bay.

In additions to the terms and conditions contained in all of the sections of this Lease, the provisions of Title 2, Article III of the Thorne Bay Municipal Code shall apply to the terms and conditions of this Lease Agreement unless otherwise amended in this Lease.

2. Term. The term of this Lease shall be for a one (1) year term commencing **November 1, 2017 and terminating October 31, 2018**. The lease shall terminate automatically on the expiration of the first year, unless the Lessor and Lessee have executed a new lease for a new term, or agreed to an extension of this lease in writing. Absent an approved Lease Agreement, the Lessee shall vacate the Premises on or before the ending date of this Lease Agreement by removing all structures thereon. If the City and Lessee enter a new lease, or an extension of this Lease, the monthly lease payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.

3. Occupancy. Lessee was granted occupancy of the Premises on or about October 31, 2014. Lessee will be granted continued occupancy of premises upon signature of this lease renewal.

4. Rent. This is a triple-net Lease with Lessee responsible for rent and taxes as defined herein. Lessee agrees to pay to Lessor rent at the rate of rate of **$1,000.00 per month** on or before the first day of each calendar month beginning November 1, 2017, payable to Lessor and mailed to City of Thorne Bay, PO Box 99110, Thorne Bay, Alaska 99919. Payments received after the 10th day of the month will be subject to a 10% late charge.

4.1. Amendment to Rent: $300.00 per month commencing the 1st of the month following a fully executed lease, expiring on October 31, 2018.

5. Purchase. Lessee is the owner of the modular building and equipment, personal property, and inventory per the sales agreement entered into on October 14, 2014.

6. Annual Rent Adjustment. The parties agree that if the Lessor and Lessee execute a new lease for a new term, or agreed to an extension of this lease in writing the monthly rent shall be subject to adjustment mutually agreed upon by both parties. Under no circumstances shall the rental price be decreased from the amount charged at the outset of this Lease until the rent amount charged at the outset of this Lease has been paid for twelve (12) months.

7. **Sales and Property Taxes.** A. Lessee shall pay, in addition to the rentals specified in Paragraph 4 above, any sums required to be paid under the sales tax, personal property tax, special assessments and/or real property laws that may be in force from time to time within the City of Thorne Bay, Alaska. The amounts for sales tax, special assessments and personal property taxes shall be payable at least ten (10) days prior to delinquency. Proof of the payment of Sales Taxes shall be provided to the Lessor on a monthly basis. Real property taxes for the year [insert year] on [insert year] actual taxable amount shall be prorated monthly over a nine-month period with one ninth of the annual estimated real property taxes paid by Lessee to Lessor at the time Lessee makes its monthly rent payments for May through September [insert date]. If the real property taxes for [insert date] are increased above the [insert date] real property taxes assessed by the City of Thorne Bay,.once the new tax assessment has been determined Lessee will make arrangements with Lessor to increase the required prorate monthly payment to assure that the total real property tax payment has been paid to Lessor by September 1st of the following year to assure that Lessor has received from Lessee the required annual real property tax payment. Thereafter the property taxes will be prorated over a twelve-month period based on projected property taxes due and owing. Nonpayment of sales taxes, assessments and/or real property taxes shall be enforceable in the same manner as nonpayment of rent.

B. Lessee shall be responsible for and pay all personal property taxes applicable to the personal property owned by Lessee and located on the leased Premises.

8. **Deposits.** Lessee shall deposit with the City an amount equal to N/A. Upon termination of the Lease the Lessee shall vacate the premise leaving it in the same clean condition as presented at the time the Lease was entered. If the Premises are in need of cleaning, repairs or the Lessee is in default in payments the deposit shall be used to offset such costs. In the event the Premises are clean and in need of no repairs the deposit will be refunded in full.

9. **Use.** Lessee shall use the leased premises for the purposed of maintaining and operating a restaurant owned by the Southeast Island School District with indoor and outdoor seating open to the general public. Uses to also include other structures or facilities added to or adjacent to the restaurant for the purpose of display or sale of items associated with Southeast Island School District, or the maintaining and operating of the restaurant. The leased premises shall not be used for any other purposes without the prior written consent of Lessor.

10. **Permits and Compliance with Law.** Lessee shall obtain all necessary local, state and federal permits necessary for the operation of Lessee's business and shall comply with all local, state and federal laws, rules and regulations. Failure to comply with any requirements of this section shall constitute a material breach of and a default of the Lease Agreement resulting in the Lessor's option to terminate the Lease Agreement, in the sole discretion of the Lessor. Upon termination due to a breach or default under this section, the Lessee shall vacate the premise immediately.

11. **Acceptance of the Leased Property by Lessee.** Lessee acknowledges that it/he/she has thoroughly examined the leased premises. Lessee accepts the leased premises in their "**AS IS**" condition. The Lessor shall not be required to perform any work to prepare leased premises for the Lessee. Lessee's taking possession of leased premises shall be conclusive evidence against the Lessee that, at the time possession was taken, leased premises were in good and satisfactory condition. Lessee has not relied upon any representations or statements of the Lessor or its representatives or agents regarding the condition of leased premises or their suitability for Lessee's uses under this Lease.

Lessee specifically acknowledges that Lessee has had access to the water reports related to the City of Thorne Bay water system and Lessee has reviewed those reports to the extent deemed necessary by the Lessee before determining to enter this Lease. Lessee admits and acknowledges that Lessee is fully aware that the City of Thorne Bay water system is not in full compliance with EPA and ADEC water quality standards. Lessee acknowledges that the City of Thorne Bay has no obligation whatsoever to comply with the EPA or ADEC water quality standards as a condition of this Lease. The decision to enter this Lease and operate the restaurant on the premises and to use and serve City water, or to use or serve some other water source, is solely that of the Lessee, and Lessee takes full responsibility to the fullest extent of the law for the water source it chooses to use in the operation of the restaurant. Lessee acknowledges that it/he/she has no cause of action of any kind or any nature, including any administrative proceedings or complaints, against the City of Thorne Bay based on any allegation or claim related to the water quality of the City of Thorne Bay water system.

12. Insurance. A. **Liability Insurance.** During the term of this Lease, Lessee shall, at Lessee's own expense, maintain and keep in force adequate insurance to protect both the Lessor and Lessee against comprehensive liability, personal injury, including death, property damage, including as to any equipment or improvements, fire, and extended coverage claims. Lessee shall maintain insurance in amounts not less than comprehensive general liability insurance with minimum limits of $1,000,000, with minimum limits of $1,000,000 per individual and $1,000,000 per accident. Lessor shall be named as an additional insured on all policies. Proof of Insurance shall be provided to Lessor within thirty (30) days after the parties have executed this lease and prior to public use of the premises. Lessor shall be notified at least thirty (30) days before the cancellation or termination of any policy. Failure to place and maintain insurance in compliance with this section constitutes an immediate, material breach of and default of the Lease. Failure of the Lessee to provide the Certificate of Insurance showing the City of Thorne Bay as an additional insured within thirty (30) days of the signing of this Lease by the Lessee shall constitute a material breach and a default on the lease and the City shall have the right to immediately terminate the lease and pursue any other remedies allowable by law to remove the Lessee from the premises.

B. **Property Insurance.** During the term of this Lease, Lessee shall at all times carry upon any property belonging to Lessee and placed, erected or installed in, on or upon the Premises, fire and casualty insurance protecting against loss, damage or destruction caused by wind, fire, lightning, explosion, vandalism, malicious mischief, or such other casualties and such other risks as may be provided by extended coverage. Any such insurance shall name Lessor as an additional insured or contain such other provisions as may be needed to preclude any subrogation claims by the insurers against Lessor. Any such insurance shall be endorsed to require at least thirty (30) days' notice to Lessor prior to cancellation. Lessee shall also be responsible for providing Lessee's own personal property/inventory insurance coverage. **Lessor will not be providing any insurance for the protection of Lessee, Lessee's loss of business, personal injury or property damage claims or content coverage. Lessee is responsible for providing any and all of its own insurance coverage.** Lessee shall store its property in and shall occupy leased premises at its own risk, and releases the Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage.

C. **Workers' Compensation Insurance.** Lessee shall maintain Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.

D. **Fire Insurance.** During the term of this Lease, Lessor shall maintain fire and extended coverage insurance on the building structures, solely for Lessor's benefit.

E. **Insurance Policy Requirements.** All policies of insurance shall be issued by and maintained in responsible insurance companies selected by Lessee, organized under the laws of one of the states of the United States or The Underwriters at Lloyd's of London, authorized under the laws of the State of Alaska to assume the risks covered thereby, and rated at least "A" by A.M. Best Company, Inc. or Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. Lessee will deposit annually with Lessor policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel nor modify it without giving written notice to Lessor and Lessee at least 30 days before the cancellation, non-renewal or modification becomes effective.

13. Improvements to Real Property. There shall be no improvements, alterations or modifications on the Premises without the prior review and written approval of all plans by Lessor. Any alteration, addition or improvement approved by Lessor shall be performed in a good and workmanlike manner and by competent craftsmen. All alterations, additions and improvements shall comply with all federal, state and local governmental statutes, ordinances, laws, codes and regulations affecting the leased Premises and the use thereof. Lessee is required to obtain building permit authorization from the Lessor for construction of any and all structures placed on the lease area.

14. Leasehold Improvements. All signs or symbols placed on or about the leased premises shall be subject to Lessor's prior written approval. With prior written consent of Lessor, Lessee may make alterations and improvements on or to the leased premises, at Lessee's sole cost and expense. All fixtures, buildings and/or equipment of whatsoever nature which shall have been installed on the Premises by the Lessee, whether permanently affixed or otherwise, shall be the property of Lessee, and shall be removed by Lessee at the expiration or termination of this Lease. at Lessee's sole cost and expense, in the sole discretion of the Lessor unless Lessor and Lessee mutually agree to improvements remaining on leased premise. Any of Lessee's improvements remaining on the leased premises longer than thirty (30) days after termination or expiration of the lease shall become the property of the Lessor.

15. Termination of Lease. If Lessee vacates the leased Premises prior to the end of the Lease term, Lessee shall be responsible for continuation of Lease payments until the Lease expires at the end of the Lease term, or Lessor and Lessee mutually agree to terminate Lessee's Lease obligation.

16. Quiet Enjoyment. If Lessee performs and fulfills all the covenants and conditions herein contained, Lessee shall quietly enjoy the Premises during the tern of this Lease and any extensions thereof.

17. Destruction of Premises. A. In the event the Premises or any substantial portion thereof shall be damaged by fire, wind, flood, earthquake or other casualty, and it reasonably appears that repair cannot be effected so as to permit re-occupancy within thirty (30) days from the date of casualty, either party at its option, may by written notice mailed within ten (10) days from the date of such casualty elect to terminate this Lease, effective as of the date of such casualty. If neither party shall so elect to terminate this Lease, Lessee's liability for rent shall abate in proportion to that portion of the Premises rendered unfit for Lessee's operation by reason of such casualty until such time as repairs are completed; provided, however, that if repair work progresses in stages and results in rendering portions of the Premises fit for utilization by Lessee from time to time, the abatement of rent shall be reduced proportionately as repairs to portions of the demised Premises are completed.

B. In the event that less than a substantial portion of the demised Premises are damaged by fire, wind, flood, earthquake or other casualty, this Lease shall not end, but the rent shall be abated in accordance with the provisions contained in subparagraph (a) above, during any period in which repairs are being performed.

C. As used in this paragraph, the term "substantial portion" means damage depriving Lessee of use of fifty percent (50%) or more of the Premises.

D. Notwithstanding subparagraphs (a) and (b) above, this Lease shall not end nor shall any abatement of rent occur if the damage or destruction of the Premises is caused by any act or omission on the part of Lessee, its agents, invitees or licensees.

18. Government Requirement. The Lessee shall comply with all federal, state and municipal laws, ordinances, regulations, or orders, and all court orders and administrative orders.

19. Assignments and Subleases. Lessee shall not assign the Lease or any interest in the lease for any purpose, and shall not sublet the Premises or any part thereof, and shall not permit any person to occupy or use the Premises except upon Lessor's written consent. Any unapproved assignment or sublease shall be void. Lessor reserves the right to withhold consent.

20. Liens. Lessee shall not do or permit anything causing the Premises to be encumbered by any lien and shall, whenever and as often as such lien is claimed against the Premises purporting to be for labor or materials furnished to Lessee or otherwise being based on a claim against Lessee, discharge the same within ten (10) days or Lessee shall post with Lessor a bond in an amount and with sureties which are satisfactory to Lessor guaranteeing that said lien will be removed. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee upon credit and that no mechanic's lien for such labor or material or other lien shall be attached to the interest of Lessor in the Premises.

21. Entry of Lessor. Lessor shall be privileged at any time to inspect the Premises, and during the six-month period next preceding the expiration of the term thereof, shall be privileged, together with brokers and prospective Lessees, to inspect the Premises. If, at reasonable hours, admission to the Premises for the stated purposes cannot be obtained, or if at any time Lessor shall deem admission necessary for the benefit of Lessee, Lessor may, but is not obligated to, enter the Premises by means of a master key or other peaceable manner.

22. Waiver and Indemnification. A. **Waiver.** The City of Thorne Bay shall not be liable to Lessee and Lessee hereby waives all claims against Lessor, in their capacity as the Lessor under this Lease, for any injury, illness, or death of any person or damage to any property in or about the Premises or real property caused by any act or omission of Lessee, its agents, or employees.

B. **Indemnification.** Lessee agrees to protect, defend, indemnify, and hold the City of Thorne Bay and its mayor, council members, agents and employees, harmless from and against any and all claims, damages, actions, administrative proceedings, liability, loss, or expense (including reasonable attorneys' fees), of any kind and any nature, incurred in connection with or arising from any injury, illness, or death to any person or damage to any property or from any other cause whatsoever occurring in on or about the Premises or real property or any part thereof arising at any time and from any cause whatsoever in the Lessee's use of the Premises. In case any action or proceeding is brought against Lessor by reason of any

such claim or liability, Lessee shall defend any and all suits that may be brought, and claims which may be made, against Lessor, at Lessee's sole cost and expense.

The Lessor shall not be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or other person caused by or resulting from the elements, frosting, breakage, leakage, steam, snow, ice, running water, or the overflow of sewage, in any part of leased premises or surrounding area used by or in support of restaurant operations. The Lessor shall not be responsible for any injury or damage caused by or resulting from acts of God or Mother Nature.

Lessee shall defend, indemnify and hold the City and its mayor, council members, employees and agents harmless from any and all civil or criminal liabilities or penalties, including costs of defense, resulting from or arising out of or related to in any way Lessee's noncompliance with any term or provision of this Lease, which the noncompliance causes environmental or water quality damage, spill or other environmental related event, or civil or criminal penalties or sanctions to be incurred or alleged.

23. Building Containing Premises/Grounds. Lessee shall maintain the leased premises at Lessee's sole cost and expense and at all times keep the leased premises neat, clean and in a sanitary condition. Lessee shall keep and use the leased premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Lessee shall permit no waste, damage or injury to the leased premises.

24. Hazardous Substances. Lessee shall not use the leased Premises in a manner that violates any federal, state or local law, regulation, or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances. "Hazardous Substances" shall be interpreted broadly and include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as (a) "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 (14) or § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, each as now or hereafter amended; (b) a "hazardous waste" pursuant to § 1004 or § 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, 42 U.S.C. § 691, as now or hereafter amended; (c) a toxic pollutant under § 307(l)(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(l)(a); (d) a "hazardous air pollutant" under § 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. § 1802(2), as now, or hereafter amended; (f) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now, or as may be passed or promulgated in the future.

Lessee agrees to immediately notify Lessor if Lessee becomes aware of (i) any Hazardous Substances or other environmental problem or liability with respect to the Premises or real property, or (ii) any lien, action, or notice resulting from violation of any of the laws, regulations, ordinances, or other environmental laws. It shall be Lessee's sole responsibility to pay for any and all remediation resulting from any contamination caused by Lessee or resulting from Lessee's use of the Premises. Lessee agrees to defend, indemnify and hold Lessor harmless from any liability, including costs and actual attorney's fees, associated with remediation of any hazardous waste identified on the subject property resulting from any use of the Premises by the Lessee.

25. **Utilities.** Lessee shall be responsible for utilities associated with the Premises, including but not limited to electricity, heat, water, sewer, telephone and refuse disposal. Lessee agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shut off. If the City shuts off any of the utilities, such action shall constitute a material breach of the Lease and the Lessor shall have the immediate right to terminate the lease upon the shutoff, in the sole discretion of the Lessor. Absent an approved Lease Agreement, the Lessee shall vacate the premise immediately upon the shutoff of any utility.

26. **Signs.** Lessee will pay for exterior signage for Lessee's business. All signage must be consistent with any ordinances of the City related to signage.

27. **Default.** Any of the following shall constitute a default hereunder by Lessee:

A. Failure to perform the covenants contained in this Lease for the payment of rent;
B. Failure to perform or fulfill any other covenant or condition contained in this Lease;
C. Dissolution, other termination of existence, or insolvency, in any sense, of Lessee;
D. The shut off of utilities;
E. The filing of a petition by or against Lessee for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
F. The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Lessee or for the appointment of a receiver or trustee of leased premises of the Lessee;
G. The taking possession of leased premises of the Lessee by any governmental officer of agency pursuant to statutory authority for the dissolution of liquidation of the Lessee;
H. The making by the Lessee of an assignment for the benefit of creditors;
I. Lessee vacates or abandons the leased premises; and
J. A failure that continues for five (5) days or more to have the Lessor named as an additional insured as required under paragraph 12, and Lessee fails to cure such default within ten (10) days after receipt of a written notice has been received by Lessee specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Lessee in this Section are in additional to any defaults specified in the Thorne Bay Municipal Code. Failure to perform a covenant or fulfill a condition contained in this Lease shall constitute a default for purposes of this paragraph, regardless of whether other consequences of such failure are provided for herein, as in the case where an assignment without consent is void.

28. **Lessor's Remedies on Default.** All rights and remedies of the Lessor enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, the Lessor shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Lessor's remedies are as follows:

In the event of any default of the Lessee, the Lessor shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the Lessor by statue, common law, or under Thorne Bay Municipal Code.

A. If Lessee defaults in the payment of the rent reserved in this Lease, and such default continues for ten (10) days after written notice, or if Lessee defaults in the prompt and full performance of any other

provision of this Lease and such default continues for thirty (30) days after notice, or if the leasehold interest of Lessee be levied upon under execution or be attached by process of law, or if Lessee abandons the Property, then, in any such events, Lessee shall be in default under this Lease and Lessor may, at its election, either terminate this Lease and Lessee's right to possession of the Premises or, without terminating this Lease, endeavor to relet the Premises. Nothing herein shall be construed so as to relieve Lessee of any obligation including payment of the rent reserved in this Lease.

B. Re-enter leased premises and take possession thereof, remove all persons therefrom, and remove Lessee's property therefrom and store it in a public warehouse or elsewhere at the cost of Lessee, all without service of notice or resort to legal process (all of which Lessee expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;

C. Declare the Term ended;

D. Re-let leased premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;

E. Collect all reasonable damages, costs and expenses that the Lessor may incur by reason of default by Lessee, together with interest calculated at the rate of ten percent (10%) per annum;

F. If Lessee abandons the Premises or Lessor otherwise becomes entitled so to elect, and Lessor elects, without terminating this Lease, to endeavor to relet the Premises, Lessor may, at Lessor's option, enter into the Premises, remove Lessee's signs and other evidence of tenancy, and take and hold possession thereof as provided in subparagraph (ii) of this paragraph, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay the rent hereunder for the full term as hereinafter provided. Upon and after entry into possession without termination of this Lease, Lessor may relet the Premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessor shall determine to be reasonable. In any such case, Lessor may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of the reletting including, without limitation, broker's commissions and advertising expenses. If the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay yearly the full amount of the rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and Lessor's expenses, Lessee shall pay to Lessor the amount of each yearly deficiency upon demand.

G. If Lessor elects to terminate this Lease in any of the contingencies specified in this paragraph, it being understood that Lessor may elect to terminate the Lease after, and notwithstanding its election to terminate Lessee's right to possession as provided in subparagraph (i) of this paragraph, Lessor shall forthwith, upon such termination, be entitled to recover as damages, and not as a penalty, an amount equal to the then present value of the rent reserved in this Lease for the residue of the term of this Lease, less the present value of the fair rental value of the Premises for the residue of the term of this Lease.

H. Lessee agrees that if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Lessor may, but shall not be obligated to, after ten (10) days prior written notice and without waiving, or releasing Lessee from any obligation under this Lease, make such payment or perform such other act to the extent Lessor may deem desirable, and in connection therewith to pay expenses and employ counsel. Lessee agrees to pay a reasonable attorney's fee if legal

action is required to enforce performance by Lessee of any condition, obligation or requirement thereunder. All sums so paid by Lessor and all expenses in connection therewith, together with interest thereon at the current maximum legal rate of interest from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter becoming due, and Lessor shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, as in the case of default in the payment of rent.

29. Lessor's Remedies. In the event of default hereunder by Lessee, Lessor shall have all the rights and remedies afforded by law, which shall be cumulative and may be exercised separately or concurrently.

30. Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver of its rights or remedies with respect to such breach.

31. Changes. No modifications, amendments, deletions, additions or alterations of the Lease Agreement shall be effective unless in writing and signed by Lessor and Lessee and such representatives of the Lessor and Lessee are authorized to make such changes.

32. Joint Product. The language set out in this Lease represents the joint product of the parties and shall not be construed against one party in favor of the other. Each party hereto has had the option of seeking the advice of legal counsel in the drafting of this Lease, and the rule of construction favoring construction against the drafter shall not apply. Lessee acknowledges and agrees that Lessee has not received any legal advice from the Lessor's attorney or from anyone associated with the Lessor.

33. Authority. The parties and their undersigned representatives warrant that they have full authority to enter into this Lease Agreement and to execute this Lease Agreement.

34. Surrender of Leased Premises. Upon termination of this Lease Agreement, Lessee agrees to peacefully quit and surrender the leased premises without notice, remove all of Lessee's buildings, equipment and personal property and leave the leased premises neat and clean. The Lessor, may through mutual agreement with Lessee, allow Lessee to leave all buildings, equipment and personal property on the Premise.

35. Governing Law, Jurisdiction and Venue. The laws of the State of Alaska shall govern the construction, interpretation and validity of this Lease. The Superior Court for the State of Alaska, First Judicial District at Craig, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related in any way to this Lease and to the use of the Premises by the Lessee. Lessee specifically waives any right or opportunity to request a change of venue for trial from Craig, Alaska pursuant to A.S. 22.10.040.

36. Acknowledgment by Lessee. Lessee acknowledges that Lessee has had a full opportunity to consult with attorneys of Lessee's choice before signing this Agreement. Lessee acknowledges that Lessee is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or Council members of the City in entering this Lease. Lessee further

acknowledges that Lessee has not received and is not relying on any legal advice or representations by the City attorney.

37. **General.** A. The provisions of this Lease shall bind and inure to the benefit of the successors, devisees, legatees, heirs, distributes, representatives, and assigns of the parties. This provision does not limit in any way the Lessor's sole discretion as to any subletting or assignment of the Premises.

B. This Lease contains all of the covenants, promises, agreements, conditions and understanding, either oral or written, between the parties. No subsequent alteration, change or amendment to this Lease shall be binding upon the parties unless reduced to writing and signed by them. This Lease supersedes all previous agreements or discussions or negotiations, whether orally or in writing, between the parties.

38. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to Lessor at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Lessee at, PO Box 19569, or at such other address as either party may designate in writing to the other.

DATED this 14 day of March 2018.

LESSOR: THE CITY OF THORNE BAY

By Robert Hartwell 3/14/18
Robert Hartwell, Mayor Pro-Tempore

LESSEE: SISD

By
Lauren Burch, Superintendent

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of March, 2018, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared **Robert Hartwell**, to me known and known to me to be the person named in and who executed the within and foregoing document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

TERI FEIBEL
Notary Public
State of Alaska
My Commission Expires Dec 1, 2019

Notary Public, State of Alaska
My commission expires: 12/1/19

THIS IS TO CERTIFY that on this 14 day of March, 2018, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared Lauren Burch, to me known and known to me to be the person named in and who executed the within and foregoing document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

TERI FEIBEL
Notary Public
State of Alaska
My Commission Expires Dec 1, 2019

Notary Public, State of Alaska
My commission expires: 12/1/19

JERI FRIBER
Notary Public
State of Alaska
My Commission Expires Dec 1, 2015

JERI FRIBER
Notary Public
State of Alaska
My Commission Expires

AGENDA
FOR THE REGULAR
CITY COUNCIL MEETING
FOR THE CITY OF THORNE BAY
CITY HALL COUNCIL CHAMBERS,
TUESDAY, September 18, 2018
@ 6:30 P.M.

SPECIAL WORKSHOP

FREE TRAINING TO RECEIVE THE

Opioid Antidote – Naloxone

SUPPLIES ARE LIMITED, THOSE WHO ATTEND THE TRAINING WILL RECEIVE THEIR KIT WHEN RECEIVED.

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS:
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. NEW BUSINESS:

   A. Approval of MOU Road Agreement OVK and City of Thorne Bay, discussion and action item:

   B. Resolution 18-09-18-01, amending the Rate Schedule for all City Services, discussion and action item.

   C. Appointment of Election Judges for the October 2, 2018, General Municipal Election discussion and action item:

   D. Approving Renewal SISD lease of City property for continued operation of a Restaurant, discussion and action item:

10. ORDINANCES FOR PUBLIC HEARING:

A. Ordinance 18-08-21-02, amending Title 10-Vehicles and Traffic, Chapter 10.20 – Parking, Standing and Stopping, discussion and action item:

B. Ordinance 18-09-18-01, amending Title 1 – General Provisions, Section

Minor Offense Fine Schedule, adding Minor Offense Table for violations of Title 9.02 – Minor Curfew, and Title 12-Streets, Sidewalks and Public Places, discussion and action item:

C. Ordinance 18-09-18-02, amending Title 12 – Streets, Sidewalks & Public Places, discussion and action item:

D. Ordinance 18-09-18-03, amending Title 18-City Harbor, discussion and action item:

11. ORDINANCES FOR INTRODUCTION:

A. Ordinance 18-10-08-01, amending Title 13 – Utilities, Chapters 3.14-Sewer, 13.52-Water, 13.70-Solid Waste, discussion and action item:

12. EXPENDITURES EXCEEDING $2,000.00:

13. EXECUTIVE SESSION: The Council May adjourn to executive session.

14. CONTINUATION OF PUBLIC COMMENT:

15. CONTINUATION OF COUNCIL COMMENT:

16. ADJOURNMENT:

CITY OF THORNE BAY

ORDINANCE 18-08-21-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 10-VEHICLES AND TRAFFIC, CHAPTER 10.20 PARKING, STANDING AND STOPPING

BE IT ENACTED BY THE THORNE BAY CITY COUNCIL

Section 1. Classification. This ordinance is of a general and permanent nature, the chapter shall hereby be added in the Thorne Bay Municipal Code.

Section 2. Severability. If any provision of this ordinance or any application thereof to any person or circumstances is held invalid, the remainder of this ordinance and the application to other persons and circumstances shall not be affected.

Section 3. Amendment of Chapter. The following Title 10-Vehicles and Traffic, Chapter 10.20 Parking, Standing and Stopping, shall be amended in the Thorne Bay Municipal Code

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

PASSED AND APPROVED September 4, 2018

_____
Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC/Treasurer

[Introduction: August 7, 2018]
[Public Hearing: September 4, 2018]

CITY OF THORNE BAY

ORDINANCE 18-08-21-02

ADDITIONS ARE IN BOLD

~~**Deletions are stricken**~~

TITLE 10
VEHICLES AND TRAFFIC
CHAPTER 10.20
PARKING, STANDING AND STOPPING

SECTIONS:

~~**10.20.010 Parking not to obstruct traffic.**~~

10.20.010 RESTRICTIONS AND EXCEPTIONS-AUTHORITY.

~~**10.20.020 Parking in alleys.**~~

10.20.020 PARKING PROHIBITED

~~**10.20.030 Parking for certain purposes prohibited.**~~

10.20.030 - OFF-STREET PARKING PLACE – TIME LIMITED PARKING/PERMIT PARKING

~~**10.20.040 Stopping, standing or parking prohibited where.**~~

10.20.040 PARKING IN EXCESS OF POSTED TIME LIMIT – PERMIT PARKING.

10.20.050 Emergency, street maintenance and snow removal vehicles-Obstruction prohibited.

10.20.060 Off-street parking place-Removal of unauthorized vehicles.

~~10.20.070 Restrictions and exceptions-Authority.~~

10.20.070 VIOLATIONS AND PENALTY

~~10.20.080 Time-limited parking spaces-Additional restrictions.~~

~~10.20.090 Violations-Penalty.~~

Sections .010, .020, .030 & .040 have been renumbered as: Section 10.20.020 Parking Prohibited, Subsections (A-D)

~~**10.20.010 Parking not to obstruct traffic.** No person shall park any vehicle upon a street or highway, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of such roadway for the free movement of vehicular traffic. (Ord. 84-03-22-01 § 1, 1984)~~

~~**10.20.020 Parking in alleys.** No person shall park a vehicle within an alley in the central business traffic district or any business district except for the expeditious loading or unloading of freight or materials and then the vehicle shall be parked in such manner or under such conditions as to leave available not less than ten feet of width of the alley for the free movement of vehicular traffic. Exceptions: Compliance with this section is waived whenever it may be impossible to fully comply with its provisions by reason of limitations in the width of the alley. (Ord. 84-03-22-01 § 2, 1984)~~

~~**10.20.030 Parking for certain purposes prohibited.** No person shall park a vehicle upon a roadway for the purpose of:~~

~~A. Commercial advertising;~~

~~B. Displaying such vehicle for sale;~~

~~C. Greasing or repairing such vehicle, not necessitated by an emergency;~~

~~D. Washing such vehicle when the person so engaged is in the business of washing vehicles. (Ord. 84-03-22-01 § 3, 1984)~~

~~**10.20.040 Stopping, standing or parking prohibited where.** No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places and no signs are required:~~

~~A. Within ten feet of an intersection;~~

~~B. Within fifteen feet of an unprotected fire hydrant;~~

~~C. Within five feet of a crosswalk, except at an intersection where it shall be ten feet. (Ord. 84-03-22-01 § 4, 1984)~~

Adding Section 10.20.010 Restrictions and Exceptions:

10.20.010 Restrictions and exceptions--Authority. (Renumbered from 10.20.070)

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 places or property; and to implement such restrictions or exceptions by causing signs to be erected:

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, ~~provided, that such limitation shall not apply on Sundays and holidays;~~
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 within the central business district 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)

Adding Section 10.20.020 Parking Prohibited; which includes prior sections:

.010 - Parking not to obstruct traffic
.020 - Parking in alleys
.030 - Parking for certain purposes prohibited

10.20.020 Parking prohibited:

A. No person shall park a vehicle upon a roadway for the purpose of:

1. Commercial advertising;
2. Displaying such vehicle for sale;
3. Greasing or repairing such vehicle, not necessitated by an emergency;
4. Washing such vehicle when the person so engaged is in the business of washing vehicles. (Ord. 84-03-22-01 § 3, 1984) ***(Prior Section 10.20.030 (a-d))***

B. No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic control device, in any of the following places and no signs are required: ***(Prior Section 10.20.040 (a-c))***

1. Within ten feet of an intersection;
2. Within fifteen feet of any ~~unprotected~~ fire hydrant;
3. Within five feet of a crosswalk, except at an intersection where it shall be ten feet. ***(Prior Section 10.20.040 (a-c))***

C. No person shall park any vehicle upon a street or highway, other than an alley, in such a manner or under such conditions as to leave available less than ten feet of such roadway for the free movement of vehicular traffic ***(Prior Section 10.20.010)***

D. 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. ***(Prior Section 10.20.080 (a))***

1. 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. ***(Prior Section 10.20.080 (b))***

2. 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 twenty-four hours or greater. Only one citation may be issued during each period which constitutes a separate violation. ***(Prior Section 10.20.080 (c))***
3. No overnight camping allowed on City property **UNLESS OTHERWISE POSTED.** ~~where posted~~. ***(Prior Section 10.20.080 (d))***
4. No person shall park a vehicle within an alley in the central business traffic district or any business district except for the expeditious loading or unloading of freight or materials and then the vehicle shall be parked in such manner or under such conditions as to leave available not less than ten feet of width of the alley for the free movement of vehicular traffic. ***(Prior Section 10.20.020)***

E. No person shall leave a disabled or abandoned ~~vehicle~~ **PROPERTY** on any public street, alley or road for more than forty-eight hours. ***(Prior Section 10.20.050 (a))***

Adding Section 10.20.030 Off Street Parking Place – Time Limited Parking/Permit Parking; which includes prior sections:

10.20.060 Off-street parking place--Removal of unauthorized vehicles; Subsections B, C, D, E, F & G

10.20.030 - OFF-STREET PARKING PLACE – TIME LIMITED PARKING/PERMIT PARKING *(Prior Section 10.20.060 (b, c, d, e, f & g))*

Definition. For the purpose of this section,

1. **"PUBLIC PARKING SPACES" INCLUDE ALL CITY OWNED LANDS INCLUDING ROADWAYS AND RIGHTS-OF-WAYS**
2. "**private parking spaces**" include both publicly and privately owned off-street parking spaces which are reserved for the use of a specific individual
3. **"TIME LIMITED PARKING/PERMIT PARKING" 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.**

A. **Harbor Parking--~~Four-Hour Zone~~ HARBOR ZONE. ~~Between six a.m. and six p.m. days,~~ LOADING AND UNLOADING,** except for the space designed for the harbormaster, **HANDICAPPED, ATV VEHICLES OR SPECIAL USE VEHICLES.**

B. **Harbor Parking--Permit Required for Over ~~Seventy-Two Hours~~ TWELVE HOURS.** The parking of any vehicle, boat and/or trailer, motorcycle, RV or other at the Main Harbor**, BOAT LAUNCH,** and Davidson Landing **HARBOR** areas shall be for no longer than **TWELVE HOURS** ~~seventy-two hours~~, unless a monthly parking permit is obtained at city hall. ~~The Main Harbor area designated for seventy-two hours or permit parking shall be on both sides of Shoreline Drive between the boat grid and the stairwell. The entire area of Tract D of the South Thorne Bay Subdivision shall be designated for seventy-two-hour or permit parking.~~ 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 plus applicable deposit. 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.

C. **Park and Sell – Permit Required**. Permits are sold on a thirty-day period extendable for one additional thirty-day period. Park and Sell is designated to Shoreline Drive across from the Port. The permit shall be placed in such a position that it is easily viewed through the windshield. All vehicles with no visible way to identify the owner will be marked and impounded after two weeks.

D. PERMIT PARKING The first month's permit fee shall be paid in advance at the time of application plus applicable deposit. 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.

E. **Parking Permit Billings - All fee structures for Parking Permits will be set by**

(Ord. 03-06-05-02 §3, 2003: Ord. 84-03-22-01 §13, 1984 Ord. 09-01-06-01 ~2009)(Ord. 15-09-01-01 SS: D) ***(Prior Section 10.20.060)***

Adding Section 10.20.040 Parking in Excess of Posted Time Limit – Permit Parking:

10.20.040 PARKING IN EXCESS OF POSTED TIME LIMIT – PERMIT PARKING.

A. NO PERSON IN CHARGE OF A VEHICLE SHALL PARK OR LEAVE SUCH VEHICLE IN A PARKING SPACE IN THE HEREIN ESTABLISHED PARKING LOTS IN EXCESS OF THE POSTED TIME LIMIT.

B. ANY OWNER OR OPERATOR OF A VEHICLE WHO PARKS OR LEAVES SUCH VEHICLE IN A PARKING SPACE IN THE HEREIN ESTABLISHED TIME LIMITED PARKING/PERMIT PARKING LOTS IN EXCESS OF THE TIME PERMITTED IS GUILTY OF AN INFRACTION AND WILL BE PUNISHED BY THE FINE ESTABLISHED IN 1.16.035 IF THE OFFENSE IS LISTED IN THAT FINE SCHEDULE OR BY THE FINE ESTABLISHED IN 1.16.030 IF THE OFFENSE IS NOT LISTED IN THE FINE SCHEDULE.

Amending Section 10.20.050 Emergency, street maintenance and snow removal vehicles-Obstruction prohibited:

Renumbering Subsection (d) to Subsection (a)

10.20.050 Emergency, street maintenance and snow removal vehicles-Obstruction prohibited.

A. THE MAYOR OR HIS/HER DESIGNEE SHALL POST SIGNS ON ANY STREETS WHERE ROUTINE REPAIRS ARE PLANNED. THESE POSTED NOTICES SHALL BE IN A PROMINENT PLACE AND DISPLAYED AT LEAST EIGHTEEN HOURS BEFORE THE WORK IS TO BE PERFORMED. THIS SECTION DOES NOT APPLY TO EMERGENCY WORK THAT MAY, FROM TIME TO TIME, BECOME NECESSARY ON ANY PUBLIC UTILITY WHICH IS ACCESSIBLE FROM A STREET, ALLEY OR ROADWAY AND WHICH WORK IS REQUIRED WITHOUT TIME FOR PLANNING AND NOTIFICATION OF THE PUBLIC. ***(Prior Section 10.20.050 (d))***

~~A. No person shall leave a disabled or abandoned vehicle on any public street, alley or road for more than forty-eight hours.~~ **(Moved to Section 10.20.020 (j) – Parking Prohibited)**

B. No person shall leave any vehicle parked on any public street, alley or road when snow removal or road maintenance activities are planned or are in progress. Any vehicle that is parked on a public street, alley or road shall be moved by the owner or the owner's representative within four hours after notification by the mayor or the mayor's designated representative.

C. In the event that the owner of a vehicle, which is parked on a public street, alley or road, is absent from his/her home, does not have a telephone, or lives in a place that is not readily accessible to the mayor, his designee or street maintenance crews, shall notify the city clerk in advance of a person who is available to move such parked vehicle.

~~D. The mayor or his/her designee shall post signs on any streets where snow removal or routine repairs are planned. These posted notices shall be in a prominent place and displayed at least eighteen hours before the work is to be performed. This section does not apply to emergency work that may, from time to time, become necessary on any public utility which is accessible from a street, alley or roadway and which work is required without time for planning and notification of the public.~~ (Ord. 84-03-22-01 §12, 1984)

Amending Section 10.20.060 Off Street Parking Place – Removal of Unauthorized Vehicles:

Changing the order of Subsections (a & b)

Removing Subsections c, d, e, f, & g and adding them to 10.20.030 - *Off-Street Parking Place – Time Limited Parking/Permit Parking; Subsections (a, b, c, d, & e)*

10.20.060 - Off-street parking place--Removal of unauthorized vehicles.

A. ~~**B.**~~ **DEFINITION**. FOR THE PURPOSE OF THIS SECTION, "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. ***(Prior Section 10.20.060 (b))***

B. ~~**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. ***(Prior Section 10.20.060 (a))***

~~**c. Harbor Parking--Four-Hour Zone.** Between six a.m. and six p.m. weekdays, parking on both sides of the Main Harbor between the ramp and Shoreline Drive, parallel to the ramp, is limited to four hours, except for the space designed for the harbormaster.~~

(Moved to section 10.20.030 Off-Street Parking Place – Time Limited Parking/Permit Parking (a))

~~**d. Harbor Parking--Permit Required for Over Seventy-Two Hours.** The parking of any vehicle, boat and/or trailer, motorcycle, RV or other at the Main Harbor and Davidson Landing areas shall be for no longer than seventy-two hours, unless a monthly parking permit is obtained at city hall. The Main Harbor area designated for seventy-two hour or permit parking shall be on both sides of Shoreline Drive between the boat grid and the stairwell. The entire area of Tract D of the South Thorne Bay Subdivision shall be designated for seventy-two-hour or permit parking. 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 plus applicable deposit. 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.~~

(Moved to section 10.20.030 Off-Street Parking Place – Time Limited Parking/Permit Parking (b))

~~**e. Park and Sell – Permit Required.** Permits are sold on a thirty-day period extendable for one additional thirty-day period. Park and Sell is designated to Shoreline Drive across from the Port. The permit shall be placed in such a position that it is easily viewed through the windshield. All vehicles with no visible way to identify the owner will be marked and impounded after two weeks.~~

(Moved to section 10.20.030 Off-Street Parking Place – Time Limited Parking/Permit Parking (c))

~~**f. Long Term Parking and storage – parking over 14 days and storage will apply to all vehicles, boats and trailers.** Long term parking and storage will be assigned by permit in the vicinity of city hall. The first month's permit fee shall be paid in advance at the time of application plus applicable deposit. 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.~~

(Moved to section 10.20.030 Off-Street Parking Place – Time Limited Parking/Permit Parking (d))

~~**g. Parking Permit Billings – All fee structures for Parking Permits will be set by resolution.** Parking Permits will continue to be billed to the customer until the permit has been returned and written notification of removal is submitted to the City of Thorne Bay. (Ord. 03-06-05-02 §3, 2003; Ord. 84-03-22-01 §13, 1984 Ord. 09-01-06-01 - 2009)(Ord. 15-09-01-01 SS:D)~~

(Moved to section 10.20.030 Off-Street Parking Place – Time Limited Parking/Permit Parking (e))

OFFENSES THAT SHOULD BE ADDED TO COURT'S MINOR OFFENSE TABLE

Code Section	*Code Description*	*Offense Type:*	*Fine Schedule Amount*
9.02.050 Violations and Penalties. 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 or no fine is listed in the fine schedule, then by the fine established in 1.16.030			
TBMC9.02.020	Public Peace, Morals and Welfare, Curfew for Minors, Control of Minors; Unlawful for any person having custody or control of a minor to allow the minor to be out past the curfew hours except as provided in Section 9.02.040 of this chapter	Optional	$50.00
TBMC9.02.025	Public Peace, Morals and Welfare, Curfew for Minors; Aiding and Abetting Violations;	Optional	$50.00
TBMC9.02.030	Public Peace, Morals and Welfare, Curfew for Minors, Curfew Hours	Optional	$50.00
TBMC12.04.130 - City RV Park - VIOLATION AND PENALTY SECTION - Any person violating any provision of this chapter shall be deemed 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 if the fine is not listed in 1.16.035 then by the fine provided in 1.16.030			
TBMC12.04.010	City RV Park - procedures - failure to file applications and pay security and occupancy fees prior to occupying space	Optional	$50.00
TBMC12.04.040	City RV Park - Eviction - Failure to vacate premises by date specified in Eviction Notice	Mandatory	
TBMC12.04.050 (a)	City RV Park - Renter Obligations - Failure to maintain clean and orderly premises	Optional	$50.00
TBMC12.04.050 (b)	City RV Park - Renter Obligations - Failure to Dispose of rubbish, garbage and other waste as directed	Optional	$50.00
TBMC12.04.050 (c.)	City RV Park - Renter Obligations - Failure to Avoid deliberate or negligent destruction or damage to any property in the R.V. Park;	Optional	$100.00
TBMC12.04.050 (d)	City RV Park - Renter Obligations - Failure to Respect the privacy, rights and privileges of neighbors;	Optional	$50.00

TBMC12.04.050 (e.)	City RV Park - Renter Obligations - Failure to Comply with directions or requests felt necessary by city	Optional	$50.00
TBMC12.04.050 (f.)	City RV Park - Renter Obligations - Failure to Comply with quiet hours of 10 pm to 7 am.	Optional	$50.00
TBMC12.04.050 (g)	City RV Park - Renter Obligations - Failure to Comply vehicle speed of 5 mph	Optional	$50.00
TBMC12.04.070 (a)	City RV Park - Parking Limitations - Prohibited from parking on roadway	Optional	$50.00
TBMC12.04.070 (c)	City RV Park - Parking Limitations - Prohibited from permitting permanent or temporary storage buildings or containers onsite except for trash recepticles	Optional	$50.00
TBMC12.06.140 - City Parks and Recreation Areas -Violations and Penalties. Any person violating any provision of this chapter shall be deemed 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 if the fine is not listed in 1.16.035 then by the fine provided in 1.16.030			
TBMC12.06.040 (A)	City Parks and Recreation Areas -Prohibited acts - (a) Unlawful tampering, defacing, removing or destruction of any-structures, plants, trees. 12.06.010 purpose.	Optional	$100.00
TBMC12.06.040 (B)	City Parks and Recreation Areas - Prohibited acts - (b) - Unlawful Driving or parking within restricted recreational areas	Optional	$100.00
TBMC12.06.040 (C)	City Parks and Recreation Areas - Prohibited Acts-(C) - Possession of Firearms or Weapons Prohibited.	Optional	$100.00
TBMC12.06.040 (D)	City Parks and Recreation Areas - Prohibited acts -(d) - Possession or consumption of alcohol or controlled dangerous substances	Optional	$300.00
TBMC12.06.040 (E)	City Parks and Recreation Areas - Prohibited Acts -(E) - Prohibited for any persons to camp or stay overnight anywhere except in designated areas.	Optional	$100.00
TBMC12.06.040 (F)	City Parks and Recreation Areas - Prohibited Acts -(F) - Prohibited for any persons to enter an area posted as closed	Optional	$100.00

TBMC12.06.040 (G)	City Parks and Recreation Areas - Prohited Acts -(G) - Prohibited for any persons to Engage in threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace;	Optional	$200.00
TBMC12.06.040 (H)	City Parks and Recreation Areas - Prohibited Acts -(H) - Prohibited for any persons to Fail to produce and exhibit any permit he claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule;	Optional	$75.00
TBMC12.06.040 (I)	City Parks and Recreation Areas - Prohibited Acts - (I) - Prohibited for any persons to Disturb or interfere unreasonably with any person or party occupying any area or participating in any allowable activity or activity under the authority of a permit.	Optional	$200.00
TBMC12.06.070	City Parks and Recreation Areas - Ignitable and Combustable Materials Prohibited.	Optional	$100.00
TBMC.12.06.100	City Parks and Recreation Areas - User Fees. - Use any park or recreation facility for which a fee is specified in this chapter without paying the fee is strictly prohibited.	Optional	$100.00
TBMC.12.06.110	City Parks and Recreation Areas - Closing Hours - Use of park or recreation areas when closed is strictly prohibited.	Optional	$50.00
TBMC 12.08.070 - Thorne Bay Boat Ramp, Violations and Penalties: Any person violating any provision of this chapter shall be deemed 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 if the fine is not listed in 1.16.035 then by the fine provided in 1.16.030			
TBMC12.08.030	Thorne Bay Boat Ramp - Parking and Storage Prohibited	Optional	$50.00
TBMC12.08.060	Thorne Bay Boat Ramp - Camping Prohibited	Optional	$50.00

CITY OF THORNE BAY
ORDINANCE 18-09-18-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 12-STREETS SIDEWALKS AND PUBLIC PLACES;

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. Title 12 – Streets Sidewalks And Public Places Public Parks, and Public Places is amended and added to the Thorne Bay Municipal Code as outlined on Pages

Are upon adoption, amended and added, removed or amended and reflected in the Thorne Bay Municipal Code:

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

PASSED AND APPROVED September 18, 2018

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: September 4, 2018]
[Public Hearing: September 18, 2018]

The platting board, by resolution may, pursuant to and in conformity with the standards, procedures, and guidelines adopted by resolution of the commission, referred to in this chapter as "standards, procedures, and guidelines for naming streets and roads and for addressing," name, or change the name, of any existing or new street or road within the city after notice to the owners of record of property adjoining the street or road, and conducting a public hearing regarding the proposed name, or change of name. (Ord. 91-06 § 4(part), 1991)

CITY OF THORNE BAY
ORDINANCE 18-09-18-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 12-STREETS SIDEWALKS AND PUBLIC PLACES;

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. Title 12 – Streets Sidewalks And Public Places Public Parks, and Public Places is amended and added to the Thorne Bay Municipal Code as outlined on Pages

Are upon adoption, amended and added, removed or amended and reflected in the Thorne Bay Municipal Code:

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

PASSED AND APPROVED September 18, 2018

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Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC

[Introduction: September 4, 2018]
[Public Hearing: September 18, 2018]

TITLE 12
STREETS, SIDEWALKS AND PUBLIC PLACES

CHAPTER 12.01
STREET NAMING AND ADDRESSING

12.01.010 STREET NAMING AND ADDRESSING.

A. A uniform system for naming and renaming of streets, roads and public ways within the city, and for numbering and addressing buildings and structures, is established.

B. The platting board shall be responsible for naming and renaming of streets and roads and for the method of address numbering of buildings and structures. Numbers shall be issued by the department of planning and zoning. The platting board may recommend to the council proposed standards, procedures and guidelines for such naming and renaming of streets and roads, and for numbering and addressing buildings and structures. (Ord. 91-06 § 4(part), 1991)

12.01.020 STREET NAMING.

The platting board, by resolution may, pursuant to and in conformity with the standards, procedures, and guidelines adopted by resolution of the commission, referred to in this chapter as "standards, procedures, and guidelines for naming streets and roads and for addressing," name, or change the name, of any existing or new street or road within the city after notice to the owners of record of property adjoining the street or road, and conducting a public hearing regarding the proposed name, or change of name. (Ord. 91-06 § 4(part), 1991)

12.01.030 STREET ADDRESSING.

A. The uniform system for address numbering of houses, buildings, mobile homes and other structures on all streets, roads, avenues, and public ways in the road system of the city.

B. Addressing shall conform to those certain numbering and addressing standards, procedures and guidelines entitled "standards, procedures, and guidelines for naming streets and roads and for addressing," adopted by resolution of the commission, and as from time to time amended by resolution, copies of which standards, procedures, and guidelines are on file in the office of the city clerk and in the department of planning and zoning, and are available for public inspection and copying.

C. The department of planning and zoning shall be responsible for the administration and maintenance of the city addressing system.

D. The owner, occupant, or person in charge of a house, building or structure shall, not later than sixty days after receipt of notice from the department of planning and zoning, affix addressing numbers assigned, and within such sixty-day period shall also remove any old numbers affixed to the entrance or other portion of such house or building which may be confused with the number assigned. (Ord. 91-06 § 4(part), 1991)

AMENDMENT OF SECTION - 12.01.040-PENALTY

SECTION 12.01.040 – PENALTY;

- **Deleting language outlined as written in Section 12.01.040 pe Ordinance 91-06 § 4(part), 1991;**

~~Deletions are lined through:~~

~~Failure to comply with the provisions of this chapter, or with any of the standards, procedures, and guidelines adopted pursuant to Section 12.01-.030(D), or notice issued pursuant to it, shall constitute a violation of resolution 91-06-12-01, Section 5(j). (Ord. 91-06 § 4(part), 1991)~~

THE SECTION OF THE THORNE BAY CITY CODE 12.01.040-PENALTY IS HEREBY AMENDED TO READ AS FOLLOWS:

12.01.040 VIOLATIONS AND PENALTIES.

ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER SHALL BE DEEMED 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 IF THE FINE IS NOT LISTED IN 1.16.035 THEN BY THE FINE PROVIDED IN 1.16.030

CHAPTER 12.04 CITY R.V. PARK – SECTIONS

12.04.010 PROCEDURES.

Persons wishing to rent an R.V. space from the city are required to file an application and pay, prior to occupancy of the space, the fees and security/cleaning deposit required. (Ord. 87-10 §1, 1987)

12.04.015 DESIGNATION OF R.V. PARK AREA.

The designated area of the Thorne Bay municipal R.V. park area shall be the area located on 1400 Sandy Beach Road or other areas that the city may designate as a municipal RV park site either on a temporary or permanent basis. (Ord. 03-12-04-01 §4(part), 2003: Ord. 01-10-08-01 §3, 2001)

12.04.020 RENTAL FEES AND AGREEMENTS.

The rental fees and agreement for the Thorne Bay R.V. Park shall be set forth in the most current rental fee schedule adopted and approved by resolution of the city council and incorporated herein by reference. The per space security and cleaning deposit and one month's rent is to be paid to the city prior to occupancy for renters renting on a month to month basis. (Ordinance 05-02-01-02)(Ord. 13-07-02-02)

12.04.030 OCCUPANCY DURATION.

Use of an RV space is limited to six consecutive months. A six-month extension may be approved by the City Council upon written request.
The occupancy duration of the R.V. park shall be as follows:

Daily renters:	From one to seven days' duration, depending on duration requested on renter's agreement. Extensions to the initial duration requested shall be on the basis of space availability and at the discretion of the city. Daily renters shall be required to hook up to City Utilities if the RV cannot be fully contained for a period of seven days.
Weekly renters:	From one to four weeks' duration, depending on the duration requested on the renter's agreement. Extensions to the duration requested shall be on the basis of space availability and at the discretion of the city. Weekly renters shall be required to hook up to City Utilities at the time of set up.
Monthly renter:	On a month-to-month basis, subject to a thirty-day written notice of termination by either the renter or the city. The written notice shall be mailed via certified mail and postmarked at least thirty days prior to renewal date. Monthly renters shall be required to hook up to City Utilities at time of set up.

AMENDMENT OF SECTION - 12.04.040 - EVICTION
ADDING SUBSECTIONS D & E

12.04.040 EVICTION.

City may evict renter from the R.V. Park for the following reasons:

A. Default in rental fee;
B. A conviction of violating a federal or state law or local ordinance, if that violation continues to the detriment of the health, safety or welfare of others;
C. Violation of AS 34.03, Uniform Residential Landlord and Tenant Act or of the rental agreement.

Hereby Amended by:

- **Adding Subsections D & E as follows:**
  - **D. FAILURE TO COMPLY WITH THORNE BAY MUNICIPAL CODE SECTION 12.06.050 - RENTER OBLIGATIONS (A-E)**
  - **E. MORE THAN ONE COMPLAINT WITHIN SIX MONTHS FOR DISTURBING THE PEACE OF NEIGHBORING CITY RV PARK RENTERS.**

THE SECTION OF THE THORNE BAY CITY CODE 12.04.050-EVICTION, IS HEREBY AMENDED TO READ AS FOLLOWS:

12.04.040 EVICTION.

City may evict renter from the R.V. Park for the following reasons:

A. Default in rental fee;
B. A conviction of violating a federal or state law or local ordinance, if that violation continues to the detriment of the health, safety or welfare of others;
C. Violation of AS 34.03, Uniform Residential Landlord and Tenant Act or of the rental agreement.
D. **Failure to comply with thorne bay municipal code section 12.06.050 - renter obligations (a-e)**
E. **More than one complaint within six months for disturbing the peace of neighboring City RV Park Renters.** (Ord. 18-09-18-02; Part SS. D & E)

AMENDMENT OF SECTION - 12.04.050 – RENTER OBLIGATIONS

12.04.050 RENTER OBLIGATIONS.

Renters are obligated to:

A. Maintain rented premises clean and orderly;
B. Dispose of rubbish, garbage and other waste as directed;
C. Avoid deliberate or negligent destruction or damage to any property in the R.V. Park;
D. Respect the privacy, rights and privileges of neighbors;
E. Comply with directions or requests felt necessary by city. (Ord. 87-10 § 5, 1987)

Amended by:

- **Adding Subsections F & G as follows:**

F. RESPECT QUITE HOURS OF 10 PM TO 7 AM.
G. LIMIT VEHICLE MOVEMENT TO 5 MPH.

THE SECTION OF THE THORNE BAY CITY CODE 12.04.050-EVICTION, IS HEREBY AMENDED TO READ AS FOLLOWS:

12.04.050 RENTER OBLIGATIONS.

Renters are obligated to:

A. Maintain rented premises clean and orderly;
B. Dispose of rubbish, garbage and other waste as directed;
C. Avoid deliberate or negligent destruction or damage to any property in the R.V. Park;
D. Respect the privacy, rights and privileges of neighbors;
E. Comply with directions or requests felt necessary by city. (Ord. 87-10 § 5, 1987)
F. RESPECT QUITE HOURS OF 10 PM TO 7 AM.
G. LIMIT VEHICLE MOVEMENT TO 5 MPH. (Ord. 18-09-18-02, Part § F & G)

12.04.060 CITY LIABILITY.

City shall be held harmless by renters from any liability for damage to personal property or personal injury due to fire, theft, flood, an act of nature or animals, or actions of any renters of space in the R.V. Park.

12.04.070 PARKING LIMITATIONS.

A. Renter is limited to two vehicle parking space to the right of his/her R.V. vehicle. No other parking space in the R.V. park shall be occupied by a vehicle or property of the renter. No parking is permitted on the roadway.

B. The size limitation for R.V. trailers parked in this area will be forty feet. The city shall exempt those trailers occupying the area prior to October 18, 2001 from the size limitations until such time when they vacate the area, then that trailer or other over forty feet shall not be allowed. All trailers must be occupied by the owners or winterized and secured and may not remain in the area unoccupied or rented to a second party, unless approved by the city council. Space includes one operable vehicle and one R.V. trailer.

C. No permanent or temporary storage building or containers allowed on site, except for enclosures to contain trash containers used for weekly city pick-up.

D. Temporary entry enclosures or roof covers may be allowed with City Council approval and deposit paid.

12.04.080 ANIMAL CONTROL.

All renters shall abide by Chapter 6.04 of this code, providing for the licensing, control and care of animals.

12.04.090 ABANDONMENT OF PERSONAL PROPERTY.

Any personal property left or abandoned by a renter will be disposed of in accordance with the law.

12.04.100 CHILDREN.

Monitoring (complete control) is required, due to the proximity of the bay and the road. (Ord. 87-10 § 10, 1987) (Ord. 01-10-08-01 § 4(part), 2001; Ord. 87-10 § 7, 1987)

12.04.110 SECURITY AND CLEANING DEPOSITS.

A. Security and cleaning deposits shall be paid to the City of Thorne Bay prior to occupying space at the City RV Park.
B. Security and cleaning deposit rate shall be set forth by the most current resolution adopted by the City Council. (Ord. 01-10-08-01 § 4(part), 2001: Ord. 89-14 § 4(part), 1989; Ord. 87-10 § 11, 1987; Ord: 16-06-07-01)

AMENDMENT OF SECTION 12.04.120-REGULATION COMPLIANCE

12.04.120 REGULATION COMPLIANCE.

Renters will abide by all local, state and federal regulations. (Ord. 87-10 § 12, 1987)

Hereby Amended by:

- **ADDING THE LANGUAGE:**
  - **"INCLUDING QUIET HOURS OF 10:00 PM TO 7:00 AM, AND SPEED LIMIT OF 5 MPH"**

THE SECTION OF THE THORNE BAY CITY CODE 12.01.040-PENALTY IS HEREBY AMENDED TO READ AS FOLLOWS:

12.04.120 REGULATION COMPLIANCE.

Renters will abide by all local, state and federal regulations **INCLUDING QUITE HOURS OF 10 PM TO 7 AM AND SPEED LIMIT OF 5 MPH.** (Ord. 87-10 § 12, 1987)

AMENDMENT OF CHAPTER 12.04-CITY RV PARK

Hereby Amended by:

- **ADDING: SECTION 12.04.130 – VIOLATIONS AND PENALTIES;**

THE SECTION OF THE THORNE BAY CITY CODE 12.01.040-PENALTY IS HEREBY AMENDED TO READ AS FOLLOWS:

12.04.130 VIOLATIONS AND PENALTIES.

ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER SHALL BE DEEMED 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 IF THE FINE IS NOT LISTED IN 1.16.035 THEN BY THE FINE PROVIDED IN 1.16.030. (Ord. 18-09-18-02, Part-Section .130)

CHAPTER 12.06
CITY PARKS AND RECREATION AREAS -

12.06.010 PURPOSE.

The purpose of this chapter is to provide rules and regulations for the use of and conduct in the parks and recreation areas of the city. (Ord. 96-01 § 4(part), 1996)

12.06.020 APPLICABILITY OF PROVISIONS.

Unless expressly exempted, the provisions of this title shall apply to all parks and recreation areas under the jurisdiction of the city, including those parks and recreation areas under the city's jurisdiction pursuant to Title 1, Chapter 1.14 of this code. (Ord. 96-01 § 4(part), 1996)

12.06.030 DEFINITIONS.

Interpretation of words not listed: when a word or term is not specifically stated, the city shall have authority to interpret the meaning based on the most appropriate dictionary definition.

"Chief executive officer" means the mayor of the city of Thorne Bay.

"Park attendant" means any person employed by the city who performs duties or tasks within the park and recreation areas.

"Permit" means any written license issued by or under the authority of the city permitting a special event or activity on park or recreation area facilities.

"Restraint" means any animal secured by a leash, lead or cage and under the control of a responsible person and obedient to that person's commands.

"Vehicle" means any conveyance (except baby carriages or strollers) including motor vehicles, motorcycles, three or four wheeled ATV's, trailers of all types, campers, tricycles, bicycles, motorized or not, sleds, sleighs, pushcarts, or vehicles propelled by other than muscular power. (Ord. 96-01 § 4(part), 1996)

AMENDMENT OF CHAPTER 12.06 – CITY PARKS AND RECREATION AREAS; SECTION - 12.06.040 - PROHIBITED ACTS-STRUCTURES, PLANTS & TREES

12.06.040 – PROHIBITED ACTS-STRUCTURES, PLANTS & TREES.

It is unlawful for any person in a public park or recreation area to:

Mark, deface, disfigure, injure, tamper with or displace or remove any plants, trees, buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other' boundary markers or other structures or equipment, facilities or park property, either real or personal. (Ord. 96-01 § 4(part), 1996)

- **AMENDMENTS ARE AS FOLLOWS:**

Deleting: ~~Deletions are lined through:~~

- **"structures, plants & trees" from section title**

12.06.040 PROHIBITED ACTS-~~STRUCTURES, PLANTS, TREES.~~

Adding:

- **Subsections (B – I) from sections 12.06.050, 12.06.060, and 12.06.090**

ADDITIONS ARE IN BOLD

THE SECTION OF THE THORNE BAY CITY CODE 12.06.040-PROHIBITED ACTS; IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 12.06.040 PROHIBITED ACTS (A-I)

It is unlawful for any person in a public park or recreation area to:

A. Mark, deface, disfigure, injure, tamper with or displace or remove any plants, trees, buildings, bridges, tables, benches, fireplaces, railings, paving or paving materials, water lines or other public utilities or parts thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other' boundary markers or other structures or equipment, facilities or park property, either real or personal. (Ord. 96-01 § 4(part), 1996)

B. DRIVE OR PARK ANY VEHICLE ON ANY AREA EXCEPT DESIGNATED PARK ROADS OR PARKING AREAS, OR SUCH AREAS AS MAY ON OCCASION BE SPECIFICALLY DESIGNATED FOR USE BY VEHICULAR TRAFFIC ON A TEMPORARY BASIS. THIS PROVISION DOES NOT APPLY TO PARK ATTENDANTS OR MAINTENANCE PERSONNEL OR OTHER AUTHORIZED INDIVIDUALS WHO MAY BE PERFORMING CONSTRUCTION OR MAINTENANCE SERVICES FOR THE PARK OR RECREATION AREA OR TO LAW ENFORCEMENT, EMERGENCY MEDICAL, OR FIRE DEPARTMENT VEHICLES. (ORD. 96-01 § 4(PART), 1996)

C. IT IS UNLAWFUL FOR ANY MINOR CHILD TO BRING INTO OR HAVE IN HIS POSSESSION IN ANY PARK OR RECREATION AREA ANY FIREARM, INCLUDING BUT NOT LIMITED TO PISTOL, REVOLVER, RIFLE, SHOTGUN, BB GUN, AIR GUN, SPRING GUN, SLINGSHOT, BOW OR OTHER WEAPON. OFFICIAL STARTERS, AT AUTHORIZED TRACK AND FIELD EVENTS, ARE ACCEPTED FROM THIS RESTRICTION. (ORD. 96-01 § 4(PART), 1996)

D. NO PERSON SHALL BRING ALCOHOLIC BEVERAGES, OR CONTROLLED DANGEROUS SUBSTANCES, DRINK OR USE THE SAME AT ANY TIME

E. **CAMP OR STAY OVERNIGHT ANYWHERE EXCEPT IN AREAS DESIGNATED FOR THAT PURPOSE;**
F. **ENTER AN AREA POSTED AS "CLOSED TO THE PUBLIC";**
G. **ENGAGE IN THREATENING, ABUSIVE, INSULTING OR INDECENT LANGUAGE OR ENGAGE IN ANY DISORDERLY CONDUCT OR BEHAVIOR TENDING TO BREACH THE PUBLIC PEACE;**
H. **FAIL TO PRODUCE AND EXHIBIT ANY PERMIT HE CLAIMS TO HAVE, UPON REQUEST OF ANY AUTHORIZED PERSON WHO SHALL DESIRE TO INSPECT THE SAME FOR THE PURPOSE OF ENFORCING COMPLIANCE WITH ANY ORDINANCE OR RULE;**
I. **DISTURB OR INTERFERE UNREASONABLY WITH ANY PERSON OR PARTY OCCUPYING ANY AREA OR PARTICIPATING IN ANY ALLOWABLE ACTIVITY OR ACTIVITY UNDER THE AUTHORITY OF A PERMIT.** (ORD. 96-01 § 4(PART), 1996)(Ord. 18-09-18-02)

AMENDMENT OF SECTION - 12.06.050 - PROHIBITED ACTS VEHICLES

12.06.050 PROHIBITED ACTS-VEHICLES.

It is unlawful for any person in a public park or recreation area to:
Drive or park any vehicle on any area except designated park roads or parking areas, or such areas as may on occasion be specifically designated for use by vehicular traffic on a temporary basis. This provision does not apply to park attendants or maintenance personnel or other authorized individuals who may be performing construction or maintenance services for the park or recreation area or to law enforcement, emergency medical, or fire department vehicles. (Ord. 96-01 § 4(part), 1996)

- **AMENDMENTS ARE AS FOLLOWS:**

Deleting Section as Numbered: ~~Deletions are lined through:~~

- **Section 12.06.050 – Prohibited Acts Vehicles**

Amendment:

- **Renumbering Section 12.06.050-Prohibited Acts Vehicles as 12.06.040 - Subsection (B)**

~~**12.06.050 PROHIBITED ACTS-VEHICLES.**~~

~~It is unlawful for any person in a public park or recreation area to:~~
~~Drive or park any vehicle on any area except designated park roads or parking areas, or such areas as may on occasion be specifically designated for use by vehicular traffic on a temporary basis. This provision does not apply to park attendants or maintenance personnel or other authorized individuals who may be performing construction or maintenance services for the park or recreation area or to law enforcement, emergency medical, or fire department vehicles.~~ ~~(Ord. 96-01 § 4(part), 1996)~~

THE SECTION OF THE THORNE BAY CITY CODE 12.06.050-PROHIBITED ACTS-VEHICLES IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 12.06.050 – RESERVED. (Ordinance 18-09-18-02)

AMENDMENT OF SECTION - 12.06.060 - PROHIBITED ACTS FIREARMS, WEAPONS

12.06.060 PROHIBITED ACTS-FIREARMS, WEAPONS.

It is unlawful for any person to bring into or have in his possession in any park or recreation area any firearm, including but not limited to pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other weapon. Official starters, at authorized track and field events, are accepted from this restriction. (Ord. 96-01 § 4(part), 1996)

- **AMENDMENTS ARE AS FOLLOWS:**

Deleting Section as Numbered: ~~**Deletions are lined through:**~~

- **Section 12.06.060 – Prohibited Acts Firearms, Weapons**

Amendment:

- **Moving Section 12.06.060-Prohibited Acts Firearms and Weapons; to Section 12.06.040; adding as Subsection (c)**

~~12.06.060 PROHIBITED ACTS-FIREARMS, WEAPONS.~~

~~It is unlawful for any person to bring into or have in his possession in any park or recreation area any firearm, including but not limited to pistol, revolver, rifle, shotgun, BB gun, air gun, spring gun, slingshot, bow or other weapon. Official starters, at authorized track and field events, are accepted from this restriction. (Ord. 96-01 § 4(part), 1996)~~

THE SECTION OF THE THORNE BAY CITY CODE 12.06.060-PROHIBITED ACTS – FIREARMS, WEAPONS, IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 12.06.060 – RESERVED. (Ordinance 18-09-18-02)

12.06.070 IGNITABLE AND COMBUSTIBLE MATERIALS.

No person shall kindle, build, maintain or use a fire except in places provided for such purposes. Any fire shall be continuously under the care and direction of a competent person from the time it is kindled until it is fully extinguished. (Ord. 96-01 § 4(part), 1996)

12.06.080 ALCOHOL AND CONTROLLED SUBSTANCES.

While in a Public Park or recreation area, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall bring alcoholic beverages, or controlled dangerous substances, drink or use the same at any time. Alcohol consumption by persons of legal age may be allowed with the permit to rent the Bay Chalet or other recreational facility when included within the permit (rental) application. (Ord. 13-07-02-01) (Ord. 96-01 § 4(part), 1996)

AMENDMENT OF SECTION - 12.06.090 – MISCELLANEOUS CONDUCT

12.06.090 MISCELLANEOUS CONDUCT.

It is unlawful for any person in a park or recreation area to:

A. Camp or stay overnight anywhere except in areas designated for that purpose;
B. Enter an area posted as "closed to the public";
C. Engage in threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace;
D. Fail to produce and exhibit any permit he claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule;
E. Disturb or interfere unreasonably with any person or party occupying any area or participating in any allowable activity or activity under the authority of a permit. (Ord. 96-01 § 4(part), 1996)

➢ **AMENDMENTS ARE AS FOLLOWS:**

Deleting Section as Numbered: ~~**Deletions are lined through:**~~

➢ **Section 12.06.090 – Miscellaneous Conduct**

Amendment:

➢ **Moving Section 12.06.090-Miscellaneous Conduct; to Section 12.06.040; numbered as Subsection (E, F, G, H, I))**

~~**12.06.090 MISCELLANEOUS CONDUCT.**~~
~~**It is unlawful for any person in a park or recreation area to:**~~
~~**F. Camp or stay overnight anywhere except in areas designated for that purpose;**~~
~~**G. Enter an area posted as "closed to the public";**~~
~~**H. Engage in threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace;**~~
~~**I. Fail to produce and exhibit any permit he claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule;**~~
~~**J. Disturb or interfere unreasonably with any person or party occupying any area or participating in any allowable activity or activity under the authority of a permit. (Ord. 96-01 § 4(part), 1996)**~~

THE SECTION OF THE THORNE BAY CITY CODE 12.06.090-MISCELLANEOUS CONDUCT IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 12.06.090 – RESERVED. (Ordinance 18-09-18-02)

AMENDMENT OF SECTION - 12.06.100 – USER FEES

12.06.100 USER FEES.

User fees to be charged for certain park and recreation services and facilities shall be as set forth in the most current rate schedule adopted and approved by resolution of the city council and incorporated herein by reference. No person shall use any park or recreation facility for which a fee is specified in this chapter without paying the fee, unless the fee is allowed to be waived and has been waived by the chief executive officer. (Ord. 96-01 § 4(part), 1996)

- **IS AMENDED BY DELETING/ADDITION OF THE FOLLOWING LANGUAGE:**
  - **Deleting:** "No person shall"
  - **ADDING:** "IS STRICTLY PROHIBITED"

  ~~No person shall~~ **Use any park or recreation facility for which a fee is specified in this chapter without paying the fee IS STRICTLY PROHIBITED, unless the fee is allowed to be waived and has been waived by the chief executive officer. (Ord. 96-01 § 4(part), 1996)**

  - **CREATING SUBSECTIONS "A & B"**

THE SECTION OF THE THORNE BAY CITY CODE 12.06.100-USER FEES ARE HEREBY AMENDED TO READ AS FOLLOWS:

12.06.100 USER FEES:

A. USER FEES TO BE CHARGED FOR CERTAIN PARK AND RECREATION SERVICES AND FACILITIES SHALL BE AS SET FORTH IN THE MOST CURRENT RATE SCHEDULE ADOPTED AND APPROVED BY RESOLUTION OF THE CITY COUNCIL AND INCORPORATED HEREIN BY REFERENCE.

B. USE OF ANY PARK OR RECREATION FACILITY FOR WHICH A FEE IS SPECIFIED IN THIS CHAPTER WITHOUT PAYING THE FEE, IS STRICTLY PROHIBITED UNLESS THE FEE IS ALLOWED TO BE WAIVED AND HAS BEEN WAIVED BY THE CHIEF EXECUTIVE OFFICER. (ORD. 96-01 § 4(PART), 1996)

12.06.110 CLOSING HOURS.

Except for designated camping areas, no person shall be in any park or recreation area during the hours the park or recreation is closed. The city council is authorized to set and designate park and recreation area closed hours. In the case of emergency, the VPSO may order any portion of a park or recreation area closed to the public if the public interest so requires. (Ord. 96-01 § 4(part), 1996)

12.06.120 PERMITS.

Permits to conduct an activity in parks and recreation areas otherwise prohibited above shall be obtained by application to the chief executive officer or his designee in accordance with the following procedure:

A. A person seeking issuance of a permit hereunder shall file an application state the name and address of the applicant, the name and address of the person, persons, corporation or association sponsoring the activity, (if any), the day and hours for which the permit is desired, the park or portion thereof for which the permit is desired, any other information reasonably necessary to a determination as to whether a permit should be issued hereunder, and identify park rule(s) and regulation(s) the activity would violate if a permit allowing the same were not issued.

B. Standards for issuance of a permit shall include the following findings:

(1) that the proposed activity or use of the park or recreation area will not unreasonably interfere with or detract from the general public's enjoyment of the park;
(2) that the proposed activity and uses that are reasonably anticipated will not include violence, criminal or disorderly conduct;
(3) that the proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation;
(4) that the proposed activity or use will not entail extraordinary or burdensome expense or law enforcement operation by the city; and
(5) that the facilities desired have not been reserved for other use on the date and hour requested in the application.

C. Within ten days after the receipt of an application, the chief executive officer or his designee shall tell an applicant in writing of his decision to grant or deny a permit; in the event of a denial the notification shall include the reason for the denial. Any aggrieved person shall have the right to appeal to the city council by service of written notice thereof on the city clerk within five working days of said refusal. A copy of said notice shall also be served on the chief executive officer and the chief executive officer shall immediately forward the application and the reasons for its refusal to the city council. The city council shall decide within ten days from the receipt of the appeal by the city clerk, or at its first meeting after the appeal, whichever is later.

modified by the permit, and all applicable ordinances fully as though the same were inserted in said permit.

E. An applicant for a permit may be required to submit evidence of liability insurance covering injuries to members of the general public arising out of such permitted activities in such amounts as may be from time to time determined by the chief executive officer prior to the commencement of any activity or issuance of any permit.

F. The chief executive officer shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown. (Ord. 96-01 § 4(part), 1996)

AMENDMENT OF SECTION 12.06.130-ENFORCEMENT

12.06.130 ENFORCEMENT.

A. The city law enforcement department, chief executive officer and park attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.
B. The city law enforcement department, chief executive officer, and any park attendant shall have the authority to order any person or persons acting in violation of this chapter to leave the park or recreation area. (Ord. 96-01 § 4(part), 1996)

- **"The section of the Thorne Bay City Code 12.06.130-Enforcement is hereby amended by adding subsection (c) to read as follows:"**

- **ADDING SUBSECTION C – AUTHORITY FOR ISSUANCE OF CITATIONS:**

Amending Section 10.20.070 – Restrictions and Exceptions Authority:

Renumbered as 10.20.010 – Restrictions and Exceptions - Authority:

~~**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 places or property; and to implement such restrictions or exceptions by causing signs to be erected:~~

~~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, provided, that such limitation shall not apply on Sundays and holidays;~~

~~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 within the central business district 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)~~

Amending section 10.20.080 – Time Limited Parking Spaces – Additional Restrictions;

- **Deleting 10.20.080 – Time Limited Parking Spaces – Additional Restrictions**
- **Adding Subsections (a, b, c, d &d) under Section 10.20.020 – Parking Prohibited; as Subsections (h)(1-3)**

~~**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 twenty- four hours or greater. Only one citation may be issued during each period which constitutes a separate violation.~~
~~**D.** No overnight camping allowed on City property where posted. (Ord. 09-07-21-02; 84-03-22-01 §15,1984)~~

Amending section 10.20.090 – Violations – Penalty;

10.20.090 Violations-Penalty. **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 THE FINE ESTABLISHED IN 1.16.030 IF THE OFFENSE IS NOT LISTED IN THE FINE SCHEDULE.** ~~The Penalty for violating the provisions of this chapter is in 1.16.035~~.
(Ordinance 18-01-02-01; Prior Ord. 84-03-22-01 § 16, 1984)

CITY OF THORNE BAY
ORDINANCE 18-09-18-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, - AMENDING TITLE 1-GENERAL PROVISIONS, CHAPTER 1.16-GENERAL PENALTY, SECTION 1.16.035-MINOR OFFENSE FINE SCHEDULE – ADDING THE FINE SCHEDULE FOR TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.02 – MINOR OFFENSES, AND TITLE 12-STREETS, SIDEWALKS AND PUBLIC PLACES

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 1.16.035 - 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 September 18, 2018

_____
Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC

[Introduction: September 4, 2018]
[Public Hearing: September 18, 2018]

C. **THE CITY LAW ENFORCEMENT DEPARTMENT, CHIEF EXECUTIVE OFFICER, CITY ADMINISTRATOR, AND PARK ATTENDANTS HAVE THE AUTHORITY TO ISSUE CITATIONS TO ANY PERSON FOUND VIOLATING THE PROVISIONS OF THIS TITLE.** (Ordinance 18-09-18-02 § (c))

THE SECTION OF THE THORNE BAY CITY CODE 12.06.130-ENFORCEMENT IS HEREBY AMENDED TO READ AS FOLLOWS:

12.06.130 ENFORCEMENT.

A. The city law enforcement department, chief executive officer and park attendants shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.

B. The city law enforcement department, chief executive officer, and any park attendant shall have the authority to order any person or persons acting in violation of this chapter to leave the park or recreation area. (Ord. 96-01 § 4(part), 1996)

C. **THE CITY LAW ENFORCEMENT DEPARTMENT, CHIEF EXECUTIVE OFFICER, CITY ADMINISTRATOR, AND PARK ATTENDANTS HAVE THE AUTHORITY TO ISSUE CITATIONS TO ANY PERSON FOUND VIOLATING THE PROVISIONS OF THIS TITLE.** (Ordinance 18-09-18-02 § (c))

AMENDMENT OF SECTION 12.06.140-PENALTY AND REMEDIES (A-D)

SECTION 12.06.140 – PENALTY AND REMEDIES (A-D)

- **Deleting:**
  Section 12.06.140-Penalty and Remedies, subsections A, B, C & D, in their entirety;
  - ~~**Deletions are lined through:**~~

~~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, shall be punished 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:~~

~~Section# Offense~~
~~12.06.040 Prohibited acts - structures, plants, trees~~
~~12.06.050 Prohibited acts - vehicles~~
~~12.06.070 Ignitable and combustible materials~~
~~12.06.090 Miscellaneous conduct~~
~~#Offenses Fine~~
~~First offense Warning~~
~~Second offense within one year $ 50.00~~
~~Third offense within one year $ 150.00~~
~~Fourth and subsequent offense within one year $ 300.00 and mandatory court appearance~~
~~Section # Offense~~
~~12.06.080 Alcohol and controlled substances~~
~~# Offenses Fine~~
~~First offense $50.00~~
~~Second offense within one year $150.00~~
~~Third offense within one year $300.00~~
~~Fourth and subsequent offense within one year $300.00 and~~

~~mandatory court appearance~~

~~Section #~~	~~Offense~~
~~12.06.060~~	~~Prohibited acts—Firearms, weapons~~

~~# Offenses~~	~~Fine~~
~~First offense~~	~~$150.00~~
~~Second offense within one year~~	~~$300.00~~
~~Third and subsequent offense within one year~~	~~$300.00 & 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's fees as provided by law.~~

~~C. In addition to fines set forth herein, violators shall be subject to an additional fine consisting of the actual cost to the city to remedy or repair any damage to a park or recreation area which occurs as a direct or indirect result of any violation of this chapter.~~

~~D. All remedies provided by this chapter are cumulative, and the securing of relief under a section or subsection of this chapter does not prevent the municipality from obtaining relief under any other section or subsection of this chapter. The remedies provided in this chapter are in addition to and are not intended to preclude or prevent all other remedies available at law or equity. (Ord. 96-01 §4(part), 1996)~~

- **ADDING LANGUAGE:**

  12.06.140 Violations and Penalties (A-B):

  A. ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER SHALL BE DEEMED 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 IF THE FINE IS NOT LISTED IN 1.16.035 THEN BY THE FINE PROVIDED IN 1.16.030

  B. IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.

THE SECTION OF THE THORNE BAY CITY CODE 12.06.140-PENALTY AND REMEDIES; IS HEREBY AMENDED TO READ AS FOLLOWS:

12.06.140 VIOLATIONS AND PENALTIES.

A. **ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER SHALL BE DEEMED 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 IF THE FINE IS NOT LISTED IN 1.16.035 THEN BY THE FINE PROVIDED IN 1.16.030**

B. **IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.** (Ordinance 18-09-18-02)

CHAPTER 12.08

THORNE BAY BOAT RAMP - SECTIONS:

12.08.010 BOAT RAMP AND ACCESS TO BE CLEARED AND POSTED.

All personal property shall be removed from the boat launching slope (known as the boat ramp) and its access from the highway. The owners of this personal property shall be responsible for its removal within ten days from the effective date of the ordinance codified in this chapter. On the ordinance effective date a public notice to this effect shall be posted on this land. Each item of personal property remaining on this land after the ten days has elapsed will incur a storage fee of one dollar per day, payable biweekly, minimum charge ten dollars. (Ord. 86-07-10-01 §1, 1986)

12.08.020 LAND ADJOINING BOAT RAMP--ACCESS TO BE CLEARED AND POSTED.

All personal property shall be re-moved from Tract C of ASLS 82-139 to the boat ramp access. The owners of this personal property shall be responsible for its removal within ten days from the effective date of the ordinance codified in this chapter. On the ordinance effective date a public notice to this effect shall be posted on this land. Each item of personal property remaining on this land after the ten days have elapsed will incur a storage fee of one dollar per day, payable biweekly, minimum charge ten dollars. (Ord. 86-07-10-01 §2, 1986)

12.08.030 PARKING--STORAGE--PROHIBITED.

There shall be no parking and no storage on the boat ramp or its access from the highway or the water. Parking will be temporarily permitted when required for launching, landing, loading or unloading. (Ord. 88-03 (part), 1988: Ord. 86-07-10-01 §3, 1986)

AMENDMENT OF SECTION 12.08.040-PENALTY AND REMEDIES (A-D)

SECTION 12.08.040 - PARKING--PERMIT REQUIRED FOR OVER SEVENTY-TWO HOURS; IS HEREBY AMENDED BY:

- **Deleting the following language**

~~**12.08.040 PARKING--PERMIT REQUIRED FOR OVER SEVENTY-TWO HOURS.**~~

~~The parking of any vehicle, boat and/or trailer, motorcycle, RV and others at the boat ramp area shall be for no longer than seventy-two hours, unless a parking permit is obtained from City Hall. 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 be from the fifteenth of each month to the fifteenth 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 at one dollar a day (not to exceed twenty dollars) 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. (Ord. 03-06-05-03 §3(part), 2003)~~

THE SECTION OF THE THORNE BAY CITY CODE CHAPTER 12.08 – THORNE BAY BOAT RAMP; SECTION 12.08.040 – PARKING – PERMIT REQUIRED; IS HEREBY AMENDED TO READ AS FOLLOWS:

12.08.040 RESERVED (Ordinance 18-09-18-02)

12.08.050RESERVED.

12.08.060OVERNIGHT CAMPING.

No overnight camping at any time. (Ord. 86-07-10-01 §7, 1986)

AMENDMENT OF SECTION 12.08.070-PENALTIES

12.08.070-PENALTIES;

Any violation of the provisions of this chapter is subject to a $25.00 fine.

- **Deleting the following language**
  ~~Any violation of the provisions of this chapter is subject to a $25.00 fine.~~
- **Adding:**
  - **"VIOLATIONS"** (TO THE SECTION TITLE)
  - **SUBSECTIONS (A & B)**

THE SECTION OF THE THORNE BAY CITY CODE 12.06.140-PENALTY AND REMEDIES; IS HEREBY AMENDED TO READ AS FOLLOWS:

12.08.070 VIOLATIONS AND PENALTIES.

A. ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER SHALL BE DEEMED 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 IF NOT LISTED IN 1.16.035 THEN BY THE FINE PROVIDED IN 1.16.030
B. IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.

CHAPTER 12.09
STREETS AND ROADS COMMISSION

12.09.010 STREETS AND ROADS COMMISSION.

There is established the streets and roads commission for the city to assist and advise the city with respect to streets and roads maintenance and improvement projects. Chapter 2.42, "Committees, Boards, Commissions" provides for the establishment and operation of Committees, Boards, and Commissions. Unless stated otherwise in Section 12.09.010 the establishment and operation of the Streets and Roads Commission shall comply with Chapter 2.42. The streets and roads commission shall consist of members from the community and the number of commission members shall be:

- two (2) from the South Thorne Bay Subdivision,
- two (2) from North Thorne Bay,
- one (1) from the Goose Creek Subdivision,
- one (1) from Greentree Heights Subdivision, and one
- (1) at large,

all of who shall be property owners within their respective areas. Members shall be appointed by the chief administrative officer and confirmed by the council.

Commission members shall elect a chairperson from members, subject to confirmation by the council, to conduct the affairs of the commission. In the event that a streets and roads commission is not appointed, the city council will perform the duties of the streets and roads commission.

12.09.020 DUTIES AND RESPONSIBILITIES.

Duties and responsibilities of the streets and roads commission are to develop and prepare a priority program for the maintenance, repair, construction and funding of roadways within the City of Thorne Bay. The priority program shall address but not be limited to vehicle and pedestrian safety, present and future uses, road classification, right of way and roadway ownership, parking and economic impacts to the local business, residents and city in general. Recommendations should be based on sound engineering practices using local, state and federal guidelines for streets and roads.

RESOLUTION 18-09-18-01
CITY OF THORNE BAY
Rate Schedule for City Services

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, AMENDING RESOLUTION 17-08-01-02, RATE SCHEDULE FOR CITY SERVICES

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

WHEREAS, the City Council sets rates and fee schedules through resolution for all services provided by the City of Thorne Bay; and

WHEREAS, the City Council has reviewed the rate schedule for city services and finds that an amendment is necessary to include customer account deposit requirements and the maximum capacity limits for harbor live-aboard users.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Thorne Bay amends Resolution 17-08-01-02 – Fee and Rate Schedule for City Services; and adopts the City Rate Schedule as provided in Resolution 18-09-18-01 (Exhibit – A).

PASSED AND APPROVED September 18, 2018

_____
Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC

RESOLUTION 18-09-18-01
CITY OF THORNE BAY
Rate Schedule for City Services

Amendments to City Rate Schedule include the addition of the following items:

- **Adopt prorating fees for Harbor Contracts:**
  Currently Harbor services are not prorated for a portion of a month used. Amendment will provide for the following:
  - **All harbor contracts are prorated at the monthly rate if cancelled prior to the expiration of the contract term.**
  - **Use of a harbor stall for 10 days or more will be charged the full months fee and will not be prorated.**

- **Harbor Live-Aboard Fees:**
  - **Administrative Service Fee: $30.00 (plus tax)**
    Fee charged for administrative services pertaining to the billing and recording of service changes.

Description		Price
Administrative Fees		
Administration Fee	Administration Fee: Miscellaneous Services Provided or Sold. Administrative Fees will be charged at 25% of the Service/Product Cost.	25%
Advertising & Promotion	Any promotional items sold at @ cost plus 25% Administrative Fee	Cost + 25%
Audio Recording	Fee charged for audio recordings of meetings. Includes time & CD.	15.00
Audio recording - CD	An audio recording by request.	15.00
Annual Halibut Charter Permit Copy	Annual Community Charter Halibut Permit, area 2c 6 Angler Fees for copies $0.25 per page.	1,100.00 0.25
Fax	Send/receive: $2.50 for the first page + $1.25 for each additional page	2.50
*Fin Charge	Finance Charges on Overdue Balance	10.5%
Impound Storage	Impound Storage per day - set by code	2.00
Impoundment Fee	Fee for impoundment of vehicle + any incidental costs (such as towing) - set by code 10.12.020	250.00
Landing Fees	Landing Fees Associated with Sales Tax	10.00
Laborer	Labor Rate per hour plus benefit hourly costs	Employee wages
Laminating - SMALL	Lamination: card size $1.00/page plus tax..	1.00
Laminating -Large	Full Page lamination - $3.00 per page plus tax	3.00
NSF Check Fee	Non-Sufficient Funds Check Fee	25.00
Notary (Standard)	Notary Service - $5.00 for the first Notary Signature = $3.00 each additional (plus tax)	5.00

Notary Escrow/Loans/Mortgage	Escrow/Loans/ Mortgage Notary: require additional services , printing, copying & scanning. $100.00 flat rate (plus tax)	100.00
Sales Tax - City	City Sales Tax	6.0%
Sales Tax Audit Income	Income from Tax Audit, invalid Sales Tax Exemptions	6.0%
Animal Fees - Admin and Finance		
Animal License-Not	License Fee for Un-Altered Animals	20.00
Animal License Neut.	License Fee for Neutered or Spayed Animals	10.00
Animal Tag Replacement	Replacement Tag Fee	5.00
Kennel Permit	Kennel Permit Application Fee	50.00
Animal Impound - First	First Impoundment in a twelve-month period	35.00
Animal Impoundment - Second	Second Impoundment in a twelve-month period	50.00
Animal Impoundment - Third	Third Impoundment in a twelve-month period	100.00
Shelter Fee	Daily Fee for sheltering animal	7.50
Shelter Fees - over 3 days	Daily fees after animal sheltered more than three days	2.50
ATV Fees		
ATV Flag	ATV Flag (Cost plus 25% admin fee)	15.00
ATV Inspection	ATV Inspection	25.00
ATV Re-inspection	Charge applied for any re-inspection of ATV (and any motorized vehicle categorized as such)	15.00
ATV tag replacement	Replacement of registration tag.	15.00
ATV Yearly Renewal	Annual Renewal of ATV tags (come into City Hall to pick up your new sticker)	25.00
EMS Fees		
~~EMS Ambulance - Advanced Life~~	-	~~675.00~~
~~EMS Ambulance - Basic Life Supp~~	-	~~475.00~~
~~EMS Ambulance Call Out~~	-	~~180.00~~
~~EMS Medical Supplies~~	-	~~0.00~~
~~EMS Mileage - Close~~	-	~~8.21~~
~~EMS Mileage Distance~~	-	~~6.84~~
~~EMS Non-emergent 911~~	~~Non-emergent 911 calls will result in a $50.00 fine.~~	~~50.00~~
~~EMS Fees:EMT Care~~	-	~~25.00~~
Equipment Rental		
Equip. Rental:10 Yard Dump Truck	Hourly	110.00
Equip. Rental:5 Yard Dump Truck	Hourly	100.00
Equip. Rental:Backhoe	Backhoe -- hourly	105.00
Equip. Rental:Chain Saw		25.00
Compactor Rental		20.00
Cut off Saw		25.00
Excavator	$140.00 per hour for rental of excavator	140.00
Grader	$120.00 per hour for rental of Grader	120.00
Loader	$110.00 per hour for rental of Loader	110.00

Pipe Threader		20.00
Plate	$90.00 per day	90.00
Pressure Washer	$35.00 per day	35.00
Sewer Snake		50.00
Tandem Axel Trailer		60.00
Welder	$150.00 per day..	150.00
Equip. Rental (grants)		110.00
Fire Fees		
Fire Fees - Alcohol or Drug	Fire where alcohol or drugs were a factor. This REQUIRES a Fire Marshall Report {09-01-20-01(D)}	1,000.00
Fire Fees - Boat Fire	Boat Fire {09-01-20-01(K)}	500.00
Fire Fees - Car Fire	Car Fire {09-01-20-01(I)}	200.00
Fire Fees - Careless Regard	Careless Regard for open burning resulting in Fire Dept being called out {09-01-20-01(A)}	500.00
Fire Fees - Careless Smoking	Careless Smoking resulting in fire {09-01-20-01(B)}	200.00
Fire Fees - Chimney Sweep	Chimney Sweep {09-01-20-01(G)}	100.00
Fire Fees - Control Burn w/Standby service	Control Burn with fire dept. standby {09-01-20-01(F)}	500.00
Fire Fees - Failure to Control	Failure to control or report a dangerous fire {09-01-20-01(C)}	200.00
Fire Fees - House Fire	Structure/House Fire {09-01-20-01(H)}	1,000.00
Fire Fees - Out of Control Burn	Out of control burning requiring fire engine response {09-01-20-01(E)}	1,000.00
Fire Works Permit	Permit Fee for Fireworks use other than July 4th or Dec 31st.	100.00
Harbor		
Boat Bailing	Fee for City Staff 'bailing' your boat	25.00
Boat Grid Fees daily	Boat Grid Use - daily rate.(Contracted harbor users will have free use of the grid for a max of 4 days per year)	1.00
Boat Launch Commercial	Commercial Boat Launch Fee (per Year)	350.00
Boat Launch Permit	Boat Launch Permit for the calendar year	25.00
Boat Launch Ramp Fee	Boat Launch Ramp Fee	5.00
Commuter Rate	Commuter Permit	50.00
Deposit	Harbor Deposit (two times monthly rate-customer deposit not to exceed $500)	2 x $__
DL - Annual Rate	Annual Contract at Davidson Landing (boat length x 12 x $1.82)	1.82
DL - Monthly Moorage	Monthly Moorage at Davidson Landing (boat length x $2.81)	2.81
DL - Six Month Contract	Six Month Moorage Contract at Davidson Landing (boat length times 6 times rate)	2.21
Floatplane - yearly	Annual rate for floatplane parking $50.00 per month + tax	600.00
Floatplane Landing Fee	Enplaned Landing Fee (Landing @ DL or Main Harbor) $ 10.00 per landing.	10.00
Floatplane month	Monthly Rate for Floatplane Parking $70.00 per month + tax	70.00
Floatplane Semi-Annual	Semi - Annual Rate for Floatplane Parking: $60.00 per month + tax	360.00

Floatplane transient fee	Floatplane Fee for Overnight Parking	5.00
Grid Water	Grid water usage (Ex. boat cleaning) w. out grid use. Non-potable water	7.00
Harbor Electric Transient Flat	Nightly Rate for transient moorage electricity use	12.00
Harbor Shower	Harbor Shower (coin operated)	0.00
Hoist	Harbor Hoist Use - hourly (plus tax)	18.87
Live-Aboard Deposit	Deposit required for harbor 'live-aboard'.(deposit is two times the monthly rate)	379.24
Live-aboard fee	**Live-aboard rate (Resolution 13-08-06-02) -To be set consistent with rates charged for City Utilities**	**189.62**
Main - Annual Rate	Annual Contract in Main Harbor (boat length times 12 times rate)	1.82
Main - Monthly Moorage	Monthly Moorage in Main Harbor (boat length times rate)	2.81
Main - Six Month Contract	Six Month Moorage Contract in Main Harbor (boat length times 6 times rate)	2.21
Transient Moorage	Transient Moorage, per foot, per night	0.75
Service Availability Fee	Service Availability Fee for a live-aboard to keep status.....(Ord. 18-05-01-01)	36.28
Pro-rated Harbor Contracts	Monthly Prorated Harbor Contracts may be granted only when used less than 10 days in any month.	
Land		
Land: Land Interest Charge	Land Interest Charge	13.0%
Land: Land Principal Payment	Land Principal Payment (set by contract)	
Library		
Library: Refundable Deposit	Refundable Deposit	20.00
Miscellaneous Income		
City Flag	City Flag	18.87
Misc: Polo Shirt w/City Seal	Polo Shirt w/City Seal	34.91
Misc: POW Island Map	Prince of Wales Island Map	11.56
Misc: Public Records CD/DVD each	Electronic records provided on city CD/DVR	15.00
Misc: Public Records certified copy	Certified copies of public records. $5.00 for each public record that is certified.	5.00
Misc: Public Records copying per page	Rate for public records. Must be paid prior to service	0.10
Misc: RV Water Sales	RV Water Sale - non-potable	7.00
Misc: RV Dump	RV Dump	7.00
Misc: Sweatshirt w/City Seal	Sweatshirt w/City Seal	37.74
Misc: T-Shirt w/City Seal	T-Shirt w/City Seal	18.87
Misc: Vest, Fleece w/City Seal	Fleece vest w/City Seal	42.45
Occupancy Tax		
Occupancy EMS/Fire	Occupancy EMS/FIRE	30%
Occupancy General	Occupancy General	10%
Occupancy Harbor	Occupancy Harbor	30%
Occupancy Tourism	Occupancy Tourism	20%

Occupancy Park Enhancement	Occupancy Parks Enhancement	10%
Parking		
Park & Sell permit	Park & Sell Permit (good for 30 days)	30.00
Parking Deposit - over 20'	Deposit for items over 20' in length	120.00
Parking Deposit under 20'	Deposit for items under 20'	70.00
Parking-Sort Yard	Parking at Sort Yard	50.00
Parking Permit-mo. - up to 20 ft	Monthly Parking Permit up to 20ft	35.00
Parking permit mo - over 20 ft	Monthly Parking Permit 21-40 feet. Over 40' requires special approval.	60.00
Passports (price set by Department of State)		
Passport Fees	Passport Fees	35.00
Passport Photos	Passport Photos	18.87
Rental		
Public Building Rental	Public Building Rentals: Bay Chalet Rental, Fire Hall Rental, Council Chamber Rental) $35.00 + tax per day.	35.00
Rock Sales		
Rock Sales	Rock Sales per yard	4.00
Rock Sales: Crushed Material	Per Yard plus crushing costs plus road material costs.	11.00
Rock Sales: Fill Material	Fill Material per yard	8.00
Rock Sales: Structural Fill	Structural Fill per yard	11.00
Rock Sales: To Soil	Top Soil - per yard	9.00
RV Park		
RV Park - daily	Daily Rate in RV Park	25.00
RV Park - monthly	Monthly Rate of space in RV Park.	250.00
RV Park - weekly	Weekly Rate in RV Park	150.00
RV Park Deposit - month	Monthly Rental Deposit (resolution 16.06.21.01)..(two times the monthly rate)	500.00
RV Park Deposit - wk / dy	Daily Rental Deposit (resolution 16.06.21.01)..(two times the daily rate)	50.00
RV Park Weekly Deposit	Weekly Rental deposit (resolution 16.06.21.01)..(Two times the weekly rate)	300.00
Sales Tax - Quarterly		
Sales Tax - Late Payment Penalty	Late Payment Penalty - 6% - 15% - 25%	%
Occupancy Tax	4% Occupancy Tax	4%
Sales Tax Exemption Permit	Sales Tax Exemption Permit.	600.00
Senior Tax-Exempt Card	Senior Tax-Exempt Card	15.00
Senior Tax-Exempt Card: Senior Assistance Card	Senior Assistance Card: $7.00 first Card, Replacement $5.00	7.00
Senior Tax-Exempt Card: Senior Tax Replacement Card	Senior Tax Replacement Card	5.00
Service Fees		
Service Fee - Reconnect	Service Fee for Reconnection of water	25.00
Service Fee - Staff Dispatched	Service Fee - Staff dispatched	25.00
Service Fee - Utilities	Service Fee for reconnection of Utilities	100.00

Reconnection Fee - Solid Waste	Reconnection Fee when solid waste service temporarily shut-off by request of customer	10.00
Reconnection Fee - Sewer	Reconnection when sewer service temporarily shut-off by request of customer	10.00
Reconnection Fee - Water	Reconnection Fee when Water service temporarily shut-off by request of customer	10.00
Administrative Service Fee - Harbor Live-aboard	Reconnection Fee when "live-aboard" status is temporarily suspended by request of customer	30.00
Sewer		
Commercial Deposit	Commercial Deposit Required	79.37
Deposit - Sewer	Deposit for Sewer Service	79.37
Sewer Commercial	Commercial Sewer Rate	79.37
Sewer Prorate, Commercial	Commercial sewer prorated	2.65
Sewer Prorate, Residential	Residential Sewer Prorated	2.65
Sewer Prorate, Senior	Senior sewer prorated	1.33
Sewer Pump out Treatment Fee	Price per gallon for Sewage dump/truck pump out	0.25
Sewer Residential	Residential Sewer Monthly Rate	79.37
Sewer Senior Rate	Senior Sewer Rate	39.69
Solid Waste		
Commercial Cans	Commercial Solid Waste rate for 2 cans	41.00
Commercial Dump Sale	Commercial Dump Sale per pound	0.18
Commercial Extra Can	Rate for Extra Can pick-up	18.00
Commercial Prorate	Commercial two cans prorated	1.37
Deposit - Solid Waste	Deposit for Solid Waste Service	41.00
Dumpster Comm. -2xWk	Dumpster Rate 2 pick-ups/wk	284.00
Dumpster Comm. 1xWk	Dumpster Rate - 1 pick-up/wk	142.00
Residential Dump Sale	Residential Dump Sale per pound.($8.00 + tax up to 50 lbs. (min. charge) then .18 cents per pound plus tax	0.18
Residential Garbage Extra Can	Extra Cans - Residential	18.00
Residential Garbage	Residential Garbage Monthly Rate	41.00
Residential Garbage Pro-Rated	Residential Garbage prorated	1.37
Scrap Metal	Scrap metal rate per pound	0.08
Senior Solid Waste	Senior Solid Waste Services Rate	20.50
Senior Solid Waste Prorate	Senior Solid Waste prorated	0.68
Tipping Fee	Tipping Fee	28.75
Vehicle Disposal	Vehicle Flat Rate Disposal Fee	52.00
Zoning Fees		
Conditional Use Permit	Conditional Use Permit Fee	50.00
Subdivision Application Fee	Subdivision Application Fee	50.00
Variance Application Fee	Variance Application Fee	50.00
Platting Application Fee	Platting Application Fee	50.00
Public Development Fee	Public Development Application Fee	25.00
Water Fees		
Commercial Deposit	Commercial Account deposit required	101.25

Commercial Water - Excess	Commercial Water excess use per unit	15.00
Commercial Water - Metered,	Commercial Water Monthly rate - Metered	101.25
Commercial Water Prorated	Commercial Water Prorated	3.38
Deposit - Water	Deposit for Water Service	69.25
Drums - 55 gal.	Surplus drums (cost + 25% admin fee)..	50.00
Residential Water - Metered	Residential Water Monthly rate - Metered	69.25
Residential Water Excess	Excess Residential Water per unit	15.00
Residential Water Pro-rated	Residential water prorated	2.31
Senior Water Pro-rated	Senior water prorated	1.16
Senior Water Rate	Senior water rate	34.63
Service Availability Fee	Service Availability Fee: charged during a temporary shut-off for stand-by and safety purposes	36.28
Water Sale Bulk	Bulk Water Sales per 1000 gallons - NOT RV fill up.	15.00

CITY OF THORNE BAY
ORDINANCE 18-09-18-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING ORDINANCE 18-08-07-01; TITLE 18-HARBOR

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. Title 18-City Boat Harbor, Chapter 18.20 - Registration and Stall Assignment, Section 18.20.040, 18.120.060 & 18.20.070, Chapter 18.30-Rules for use of harbor facilities; Section 18.30.010, & 18.30.140, Chapter 18.40 Control of Nuisance And Derelict Boats, Section 18.40.050; 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 September 18, 2018

_____
Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC

[Introduction: September 4, 2018]
[Public Hearing: September 18, 2018]

Chapter 18.20

REGISTRATION AND STALL ASSIGNMENT

18.20.040 Payment of rental and use fees.

A. All use of any harbor facilities shall be payable in advance, moorage and other fees are payable in advance. Guest or transient use fees shall be based on the fees established by the City Council for daily rates. Permanent use fees (contracts) shall be based on the fees established by the City Council for monthly, biannually, or annually rates. Use of Harbor Facilities for less than 1 month will be charged daily guest rates or charged the appropriate monthly rate with a signed contract. All NEW HARBOR contracts WITHOUT A DEPOSIT ON FILE shall BE REQUIRED TO PAY A DEPOSIT EQUAL TO ~~require a~~ two-TIMES THE MONTHLY RATE CHARGED. DEPOSITS SHALL NOT EXCEED $400.00, FOR ANY ACCOUNT. -~~month deposit and all~~ contract shall begin at the first of the month.

B. The city BILLING CLERK ~~treasurer~~ shall send a bill to persons renting a stall or mooring space on or about the first day of each month. Said bill shall be due and payable on the twentieth day of the month. Such bill will also contain a statement for additional services which have been rendered during the prior month. Bills not paid by the due date shall be subject to a two percent monthly service charge.

(Ord. 13-04-02-04; Prior Ordinance 05-06-21-02 & Ord. 89-30 § 5(part), 1989)

18.20.060 Priority in space assignment-Method.

Assignment of spaces in the city boat harbor shall be ~~initially allocated by lottery and thereafter~~ allocated on a first-come, first-served basis, with names at the top of the list to first be assigned to recently vacated stalls of the appropriate nature. The city may take into consideration special requirements of vessels and make a separate list according to either vessel length or character of vessel. (Ord. 89-30 § 5(part), 1989)

18.20.070 Priority in space assignment-Present renters get lowest.

~~Effective with the adoption of the ordinance codified in this title~~, Those persons already assigned a stall shall be given at all times the lowest priority in seeking additional stalls. Only two boat stalls shall be permitted without prior approval of the harbor commission or City Council. Those paying annual moorage and those paying annual moorage that operate licensed Thorne Bay businesses and demonstrate a need for more than two stalls may request approval of the Harbor Commission or City Council for additional stalls subject to availability on a monthly basis. (Ord. 90-28 § 4(part): Ord. 89-30 § 5(part), 1989)(Ord. 16-04-19-01: Ord 18-08-07-01)

Chapter 18.30
RULES FOR USE OF HARBOR FACILITIES

18.30.010 Live-aboard policy.

A. A person using his/her own or another person's vessel as a residence as defined in 18.10.020 (I), FOR MORE THAN 7 CONSECUTIVE DAYS at any time during a month is considered a live aboard for purposes of this title and is liable for the full monthly live aboard rate. Applications and first month's fee and deposit must be submitted to the City at the time of occupying slip and paid in monthly, six month or annual installments thereafter.

B. LIVE ABOARD VESSELS ARE REFERRED TO AS "PERMANENT LIVE-ABOARD" AND "SEASONAL LIVE-ABOARD".

i. PERMANENT LIVE-ABOARD IS DEFINED BY USE OF ANY VESSEL AS A RESIDENCE FOR MORE THAN 6 MONTHS WITHIN A CALENDAR YEAR.

ii. SEASONAL LIVE-ABOARD IS DEFINED BY USE OF ANY VESSEL AS A RESIDENCE FOR MORE THAN 7-DAYS BUT LESS THAN 6 MONTHS WITHIN ANY CALENDAR YEAR.

C. MAXIMUM CAPACITY FOR LIVE-ABOARD VESSELS OCCUPIED IN THE CITY HARBOR IS SET BY RESOLUTION. .

1. A Live-aboard wishing to use their boats seasonally may reserve their live-aboard status if:
   i. Their deposit is retained by the city,
   ii. A standby fee is paid in advance as established by Resolution, and

They are paying an annual fee for the stall. (Ord. 18-05-01-01; Subsection 18.30.010; Prior Ord. 16-06-21-01)

iii. **UPON RECONNECTION OF LIVE ABOARD STATUS, USERS WILL BE REQUIRED TO PAY AN ADMINISTRATIVE FEE AT THE RATE SET FORTH IN THE MOST CURRENT RESOLUTION SCHEDULE.**

D. No more than two pets may be kept on a live aboard vessel at the discretion of the harbormaster. Any complaint may constitute the immediate removal of the pets.

E. Vessels being used for live-aboard purposes must meet all sanitary requirements as established by the United States Coast Guard and the Alaska Department of Environmental Conservation.

F. Oil, gas, electric or wood heating units, if installed, must be installed and utilized in conformance with manufacturer's specifications.

G. Live-aboard fees shall be established by resolution of the city council and will be established by resolution of the City Council and will not be prorated unless the moorage agreement is terminated, and the boat removed from the harbor.

H. Deposit for Live-aboard agreements shall be established by resolution of the City Council.

(Ord. 16-06-21-01, amending section- A; Prior Ordinances: 16-06-07-02; Ord. 13-08-06-01; Ord. 13-04-02-04; Ord. 89-30 § 5(part), 1989)

18.30.140 Prohibited acts.

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

A. Operating or causing any vessel to be operated recklessly, or otherwise engaging in a careless manner within the harbor jurisdiction that is dangerous or a nuisance to the person or property of another;
B. Tying or mooring pile drivers, scows, barges, boat houses, or other similar vessels, or vessels over one hundred feet in length, or more than 20% of stall length as measured by length overall from the furthest part of the bow to the furthest part of the stern, to any float or stall; unless authorized to do so by the Thorne Bay Harbor Master.
C. Using bumpers that cause damage to docks;
D. Dumping garbage, trash, oil, fuel, debris or other materials, liquid or solid, into the waters, or onto the land areas, floats and piers of the harbor facility, except into such containers as are provided for that specific purpose. Waste oil must be poured into special containers provided for that specific purpose;

E. Discharging of sewage from toilet facilities on vessels while within the harbor jurisdiction;
F. Setting any net or fish-taking device within the harbor jurisdiction unless it is attended at all times. The net or device cannot be over the length of the vessel and must be alongside of the vessel. No net or device may be set so as to obstruct navigation or mooring within the harbor jurisdiction;
G. Water skiing, scuba diving except for maintenance and special occasions;
H. Storing personal items on the floats and finger floats. Oily rags, open paints and other combustible and explosive materials shall not be stored on docks at any time;
I. **INTERFERING WITH, BLOCKING OR OBSTRUCTING TRAFFIC ALONG FLOATS AND FINGER FLOATS,**
J. Using the harbor facility firefighting equipment for any purpose other than fighting fires;
K. Disregarding, defacing, removing or damaging any sign or notice posted or erected by the harbormaster or city public works department relating to the use of mooring areas or other facilities;
L. Sub-assigning or subleasing assigned mooring space;
M. Generating loud or boisterous noises tending to disturb the reasonable peace and privacy of others;
N. Obstructing or interfering with the harbormaster in the performance of his duties, or refusing to comply with a lawful order of the harbormaster;
O. Challenging or intending to provoke another to fight, or engaging in fighting;
P. Following and repeatedly accosting any person for the purpose of obtaining money or other property from that person;
Q. Consuming alcohol, except upon licensed premises or private vessels, or engaging in the use of, or being an instrument in the exchange of, unlawful narcotics and other dangerous drugs;
R. Bringing dogs upon or within the harbor facility, unless on a leash. Animal owners WILL be responsible for proper cleanup and disposal of animal wastes;
S. Riding or operating bicycles, skateboards, roller skates, or other similar devices on gangways, floats or finger floats. This prohibition does not apply to wheeled carts or similar devices used for the transport of goods to and from vessels. (Ord. 98-20 § 3(part), 1998; Ord. 97-22 § 3(part), 1997; Ord. 89-30 § 5(part), 1989)(Ord. 17-03-21-02)

Chapter 18.40

CONTROL OF NUISANCE AND DERELICT BOATS

18.40.050 Other property becoming a nuisance.

A. All engines, machinery, equipment, lines, HOSES, skiffs, nets, gear, animals or other personal property left upon the dock, approach, floats or other facilities of the Thorne Bay Boat Harbor for a period of more than forty-eight hours, OR IMPEDING DAILY HARBOR OPERATIONS without being removed there from by the owner or person in possession thereof may be declared to be a nuisance by the harbormaster and impounded, removed, or sold in the discretion of the harbor commission in the manner provided for the removal, impoundment, sale, or other disposition of boats which are declared a nuisance.

B. Written notice and opportunity for a hearing before the harbor commission shall be provided to the property owner (if the identity of the property owner is known to, or can reasonably be ascertained by, the harbor com- mission) in the same manner as notice and opportunity for a hearing provided to boat owners under Sections 18.40.010 and 18.40.020. In cases where the owner has left no record of such property with the harbormaster, and harbor commission makes reasonable efforts to determine ownership but is unable to do so, then such property shall be held by the harbormaster for a period of fifteen days prior to its destruction or sale, during which period the harbormaster shall post prominent notices upon the personal property itself and upon a place designated by the harbormaster for the routine posting of notices at the harbor. Such notice shall be in a form reasonably calculated to notify the property owner of the date by which the property will be destroyed or sold unless the owner redeems it and notify the owner of his right to a hearing before harbor commission by a date stated in the notice, such date to be no earlier than seven days after the initial posting of the notice. (Ord. 90-28 § 4(part), 1990: Ord. 89-30 § 5(part), 1989)

CITY OF THORNE BAY
ORDINANCE 18-10-08-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING THORNE BAY MUNICIPAL CODE TITLE 13-UTILITIES, ADDING CHAPTER 13.02-APPLICATION FOR SERVICES; AND AMENDING CHAPTERS AND SECTIONS AS DESCRIBED HEREIN.

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. Addition of Chapter and Sections. Amending Title 13-Utilities, Adding Chapter 13.02- Account Deposits and Establishment of Credit, Adding Sections 13.02.010- Application Form, 13.02.020-Account Deposits and Establishment of Credit, and 13.02.030-Forfeiture of Deposit, the chapter and sections are hereby added to the Thorne Bay Municipal Code and the chapter and sections shall read as set forth in this ordinance.

Amendment of Chapters and Section. The title and chapters of Title 13-Utilities are hereby amended and added to the Thorne Bay Municipal Code and shall be read as set forth in this ordinance.

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

PASSED AND APPROVED October 8, 2018

_____
Harvey McDonald, Mayor

ATTEST:

_____
Teri Feibel, CMC

[Introduction: September 18, 2018]
[Public Hearing: October 8, 2018]

ADDITIONS ARE IN BOLD

ADDITIONS ARE BLUE AND CAPITALIZED
~~Deletions are red and stricken~~

~~Deletions have a strikethrough~~

TITLE 13
UTILITIES

ADDING CHAPTER:

13.02 APPLICATION FOR SERVICES

13.04 Sewer

13.08 Collection System

13.12 Application for Sewer Service

13.14 Sewer Service Rate

13.20 Prohibited Acts

13.24 Misc. Provisions

13.28 Water

DELETING CHAPTER:

~~13.32 Application for Services~~

13.36 Water Main Extensions

13.40 Service Requirements

13.48 Water Rate

13.52 Discontinuance of Water Service

13.56 Responsibility for Water equipment

13.60 Fire Hydrant

13.64 Water Service Misc. Provisions

13.68 Service Penalties

13.70 Solid Waste

- **Amending Title 13 – Utilities, by adding the Chapter 13.02 – Application for Services.**

CHAPTER 13.02
APPLICATION FOR SERVICES:

13.02.010 APPLICATION FORM.

EACH APPLICANT FOR MUNICIPAL SERVICES SHALL SIGN AN APPLICATION FORM PROVIDED BY THE CITY CLERK GIVING THE DATE OF APPLICATION, LOCATION OF PREMISES TO BE SERVED, THE DATE APPLICANT DESIRES SERVICES TO BEGIN, PURPOSE FOR WHICH SERVICE IS TO BE USED, THE ADDRESS FOR MAILING OF THE BILLINGS AND SUCH OTHER INFORMATION AS THE DEPARTMENT MAY REASONABLY REQUIRE. IN SIGNING THE APPLICATION, THE CUSTOMER AGREES TO ABIDE BY THE LAWS AND ORDINANCES FOR THE SERVICE REQUESTED. THE APPLICATION IS A REQUEST FOR SERVICE AND DOES NOT BIND THE CITY TO FURNISH SERVICE. IF THE APPLICATION IS PROPERLY COMPLETED AND THE CONNECTION FEE PLUS ESTIMATED COSTS OF ANY CONSTRUCTION TO BE DONE BY THE CITY HAVE BEEN PAID, THE CLERK SHALL ISSUE A WORK ORDER FOR THE ACTIVATION OF SERVICES TO THE DEPARTMENT.

13.02.020 APPLICATION AMENDMENTS.

A. CUSTOMERS DESIRING A MATERIAL CHANGE IN THE SIZE, CHARACTER OR EXTENT OF EQUIPMENT OR OPERATION, SHALL GIVE THE DEPARTMENT WRITTEN NOTICE OF SUCH CHANGE PRIOR TO THE CHANGE AND THE APPLICATION FOR SERVICE SHALL BE AMENDED.
B. CUSTOMERS DESIRING A CHANGE IN THE SIZE, LOCATION OR NUMBER OF SERVICES SHALL FILL OUT AN AMENDED APPLICATION.

13.02.030 ACCOUNT DEPOSITS AND ESTABLISHMENT OF CREDIT.

A PERSON REQUESTING SERVICES FROM THE CITY OF THORNE BAY WILL BE REQUIRED TO DEPOSIT A SUM OF MONEY EQUAL TO THE ESTIMATED AMOUNT FOR TWO MONTHS BILLING FOR THE SERVICE REQUESTED TO GUARANTEE PAYMENT FOR ANY INDEBTEDNESS RESULTING FROM THE FURNISHED SERVICE. THE TOTAL DEPOSIT AMOUNT ANY CUSTOMER WILL BE REQUIRED TO PAY WILL SHALL NOT EXCEED $500.00. AT THE TIME THE DEPOSIT IS GIVEN, THE APPLICANT WILL BE GIVEN RECEIPT FOR THE SAME. THE DEPOSIT IS NOT TO BE CONSIDERED AS A PAYMENT ON ACCOUNT.

A. EXCEPTION FOR DEPOSIT REQUIREMENT:

1. A DEPOSIT WILL NOT BE REQUIRED OF ANY PERSON WHO:
   i. HAS HAD MUNICIPAL SERVICES CONTINUALLY FOR A PERIOD OF TWO YEARS; AND
   ii. THE SERVICE HAS NOT BEEN FORCED TO DISCONNECT FOR REASONS OF DELINQUENCY IN PAYMENT OF CHARGES; AND
   iii. THE CUSTOMER HAS NOT BEEN DELINQUENT IN PAYMENT MORE THAN ONCE IN ANY 12 CONSECUTIVE MONTHS.
   iv. FOR ALL CUSTOMERS ESTABLISHED AFTER 2016; WHO HAVE A MINIMUM DEPOSIT ON FILE OF $200.00.

B. DEPOSIT REFUNDS:

1. DEPOSITS ARE NOT REFUNDED UNTIL THE CUSTOMER HAS CEASED PURCHASING SERVICES FROM THE MUNICIPALITY
2. ANY DEPOSIT REMAINING AFTER THE CUSTOMER HAS CEASED PURCHASING THE SERVICE FROM THE MUNICIPALITY, WILL BE REFUNDED TO A CUSTOMER IN THE NEXT BILLING CYCLE IF THE CUSTOMER HAS PAID ALL ACCRUED MUNICIPAL BILLS.

13.02.040 FORFEITURE OF DEPOSITS.

IF AN ACCOUNT BECOMES DELINQUENT, AND IT IS NECESSARY TO TERMINATE THE SERVICE, THE DEPOSIT SHALL BE APPLIED TO THE UNPAID BALANCE DUE. SERVICE SHALL NOT BE RESTORED TO THOSE PREMISES OR THAT CUSTOMER AT DIFFERENT PREMISES UNTIL ALL OUTSTANDING BILLS DUE THE CITY FROM THE CUSTOMER HAVE BEEN PAID AND THE CASH DEPOSIT IS REPLACED.

- **Amending Section 13.04.145 – Stub out – unplumbed.**

CHAPTER 13.04

SEWER – GENERAL PROVISIONS SECTIONS:

13.04.145 STUB OUT – UNPLUMBED-SERVICE AVAILABILITY:

All unimproved lots on the water and sewer line will be charged a monthly SERVICE AVAILABILITY FEE ~~inactive fee~~, according to the current rate schedule, to help offset the cost of operating and maintaining the water and sewer system. No unimproved lots will be allowed to connect to the system until all fees are paid. This amount may include interest and penalties on delinquent accounts. Any change of ownership is the customer's responsibility to disclose any amount owed on the lot to the new owner.

- **REPEALING CHAPTER 13.12 – APPLICATION FOR SEWER SERVICES;**

~~CHAPTER 13.12~~

~~APPLICATION FOR SEWER SERVICE – SECTIONS:~~

~~13.12.010 APPLICATION FORM.~~
~~13.12.020 DEPOSITS AND ESTABLISHING CREDIT.~~
~~13.12.030 DEPOSITS.~~
~~13.12.040 FORFEITURE OF DEPOSIT.~~

~~13.12.010 APPLICATION FORM.~~
~~Each applicant for sanitary sewer service shall sign an application form provided by the city clerk giving the date of application, the location of the premises to be served, the date the applicant desires service to begin, the purpose for which such service is to be used, the address for mailing of the billings, and such other information as is required by Chapters 13.04 through 13.24 or as the department may reasonably require. In signing the application, the customer agrees to comply with Chapters 13.04 through 13.24. The application is a request for service and does not bind the city to furnish service. If the application is properly completed and the connection fee plus estimated costs of any construction to be done by the city have been paid, the clerk shall issue a permit for the work to the applicant and the department.~~

~~13.12.020 DEPOSITS AND ESTABLISHING CREDIT.~~
~~At the time application for service is made, the applicant is made, the applicant shall establish his credit with the clerk. The credit of the applicant will be deemed established if the applicant makes a cash deposit to secure the payment of bills for sewer service. The deposit shall be a sum equal to the estimated bill for two months service but shall not be less than five dollars and No service shall be furnished until the deposit is made with the clerk.~~

~~13.12.030 DEPOSITS.~~
~~At the time the deposit is given, the applicant will be given receipt for the same. The deposit is not to be considered as a payment on account. In the event that water service is discontinued as provided in Sections 13.14.040 through 13.14.070, the deposit will be applied to the total amount due for sewer and water service and any amount in excess of the total amount due will be refunded.~~

~~***13.12.040 FORFEITURE OF DEPOSITS.***~~
~~***If an account becomes delinquent for sewer service, construction costs or a connection fee and it is necessary to terminate the water service, the deposit shall be applied to the unpaid balance due. Water service shall not be restored to those premises or that customer at different premises until all outstanding bills due the city from the customer have been paid and the cash deposit is replaced.***~~

CHAPTER 13.14

SEWAGE SERVICE RATES

- **Adding the Section of 13.14.005 – Application for Sewer Services.**
- **Amending Sections**
  - **13.14.010 Sewage Service Rates.**
  - **13.14.040 Collection of Delinquent Accounts,**
  - **13.14.050 Delinquency Notice,**
  - **13.14.070 Termination of Service,**
  - **13.14.080 Temporary Discontinuance of Service.**

AMENDMENTS OF CHAPTER 13.14 – SHALL READ AS FOLLOWS:

13.14.005 APPLICATION FOR SEWER SERVICES:

APPLICATION FOR SEWER SERVICES SHALL BE COMPLETED AS SET FORTH IN CHAPTER 13.02.010-13.02.040.

13.14.010 SEWAGE SERVICE RATES.

The sanitary sewage service rates to be charged for service and connection charges shall be as set forth BY RESOLUTION OF THE CITY COUNCIL, ~~in Schedule "A"~~ and incorporated in this chapter by reference. The city reserves the right to establish different rates for sewage service supplied inside and outside the city limits.

13.14.040 COLLECTION OF DELINQUENT ACCOUNTS.

The city may use all legal means and pursue all legal remedies to collect unpaid sanitary sewer service charges. The city, in addition to the foregoing, ~~may~~ SHALL terminate all water service supplied by the city to the premises owned or occupied by a person who has failed to pay the sewer service charges when due in accordance with the procedure set out in Sections 13.14.050 through 13.14.070.

13.14.050 DELINQUENCY NOTICE.

The City clerk'S OFFICE may, but shall not be required to, send a notice of delinquent account ten days after the account becomes delinquent.

13.14.070 TERMINATION OF SERVICE.

An agent of the city shall terminate the ~~water~~ service on the date so specified in the notice of termination of service unless the account is paid in full.

13.14.080 Temporary Discontinuance of service.

A customer may request a temporary discontinuance of sewer service upon advance written notice to the City. ~~All disconnections will be no less than thirty days and no more than 120 days without written approval from the City Council~~. Temporary Discontinuance of service will be charged a monthly SERVICE AVAILABILITY FEE ~~inactive fee~~, according to the current rate schedule established by Resolution and incorporated in this chapter by reference. Any reconnection within thirty days of discontinuance will be charged the rate established for the full month in which such service restored. (Ord. 15-03-17-02)

CHAPTER 13.28
WATER - GENERAL PROVISIONS

- **AMENDING CHAPTER 13.28-WATER – GENERAL PROVISIONS AS FOLLOWS**

13.28.095 UNIMPROVED OR DISCONTINUED.

All unimproved lots or discontinued services on the water line will be charged a monthly SERVICE AVAILABILITY FEE ~~inactive fee~~, according to the current rate schedule established by Resolution and incorporated in this chapter by reference, to help offset the cost of operating and maintaining the water system. No unimproved lots or discontinued services will be allowed to connect to the system until all fees are paid. This amount may include interest and penalties on delinquent accounts. In the event of a change of ownership in the property, it will be the responsibility of the customer to disclose any amount owed to the new owner.

- **REPEALING CHAPTER 13.32 – APPLICATION FOR WATER SERVICES;**

~~CHAPTER 13.32~~
~~APPLICATION FOR WATER SERVICE~~

~~13.32.010 APPLICATION FORM.~~
~~13.32.020 DEPOSITS AND ESTABLISHMENT OF CREDIT.~~
~~13.32.030 ESTABLISHMENT OF CREDIT.~~
~~13.32.040 DEPOSITS.~~
~~13.32.050 FORFEITURE OF DEPOSIT.~~
~~13.32.060 APPLICATION AMENDMENTS.~~

~~13.32.010 APPLICATION FORM.~~
~~Each applicant for water service shall sign an application form provided by the city clerk giving the date of application, location of premises to be served, the date applicant desires services to begin, purpose for which service is to be used, the address for mailing of the billings, the size of meter required and such other information as the department may reasonably require. In signing the application, the customer agrees to abide by Chapters 13.28 through 13.68. The application is a request for service and does not bind the city to furnish service.~~

~~13.32.020 DEPOSITS AND ESTABLISHMENT OF CREDIT.~~
~~At the time application for service is made, the applicant shall establish his credit with the clerk.~~

~~13.32.030 ESTABLISHMENT OF CREDIT.~~
~~The credit of the applicant will be deemed established if the applicant makes a cash deposit to secure the payment of bills for service. The deposit shall be a sum equal to the estimate bill for one month's service but not less than $100.80 and no service shall be furnished until the deposit is made with the clerk.~~

~~13.32.040 DEPOSITS.~~
~~At the time the deposit is given, the applicant will be given a receipt for the same. The deposit is not to be considered as a payment on account. In the event the service is discontinued, the deposit will be applied to the closing bill and any amount in excess of the closing bill will be refunded.~~

~~13.32.050 FORFEITURE OF DEPOSIT.~~
~~If an account becomes delinquent and it is necessary to turn off the service, the deposit shall be applied to the unpaid balance due. Water service will not be restored to these premises or that customer at different premises until all outstanding bills due the city from the customer have been paid and the cash deposit replaced, together with a $100.00 service charge as provided in Section 13.52.110.~~

~~13.32.060 APPLICATION AMENDMENTS.~~
~~Customers desiring a material change in the size, character or extent of equipment or operation, which would result in a material change in the amount of water used, shall give the department written notice of such change prior to the change and the application for service shall be amended.~~

~~Customers desiring a change in the size, location or number of services shall fill out an amended application.~~

CHAPTER 13.48
WATER RATES

- **Amending Sections**
  - **13.14.010 Water Service Rates,**
  - **13.14.020 Notices to Customers,**
  - **13.14.040 Meter Readings,**
  - **13.48.080 DELINQUENCY NOTICE,**
  - **13.48.090 TERMINATION NOTICE,**

AMENDMENT OF SECTIONS SHALL READ AS FOLLOWS:

13.48.010 WATER SERVICE RATES.

The water rates to be charged for each class of service, including minimum charges, charges for water used over the minimum and service connection charges, shall be set forth BY RESOLUTION OF THE CITY COUNCIL ~~in schedule "C"~~ and incorporated herein by reference. All customers who participate in water services and have city sewer connections must participate in sewer utility service unless otherwise approved by the department.

13.48.020 NOTICES TO CUSTOMERS.

Notices from the department to the customer will normally be given in writing and either mailed to or delivered to him at his last known address. Where conditions warrant and in emergencies, the department may notify either by telephone, EMAIL or messenger.

13.48.040 METER READINGS.

Meters will be read, and customers billed on the basis of the meter reading to the nearest one thousand gallons. Meter shall be read ON OR ABOUT THE 24TH OF EACH MONTH, OR AS REASONABLY CLOSE AS POSSIBLE. ~~within three days of the last day of each month~~.

13.48.080 DELINQUENCY NOTICE.

The ~~city~~ BILLING clerk may, but shall not be required to, send a notice of delinquent account ten days after the account becomes delinquent.

13.48.090 TERMINATION NOTICE.

Within fifteen days after an account becomes delinquent, a notice of termination of service shall be sent to the customer. The notice shall state a date on or after which water will be turned off if the delinquent account is not paid in full prior thereto. Such date will not be less ~~that~~ THAN five, or more

than fifteen days from the date of the notice. A delivery to the premises served by the meter or mailing to the address of record of the customer shall be considered a delivery to the customer.

CHAPTER 13.52
DISCONTINUANCE OF WATER SERVICE

- **Amending Sections to read as follows:**
  - **13.52.010 Temporary Discontinuance of Service,**
  - **13.52.080 Unauthorized Turn-On,**

CHAPTER 13.52-WATER

13.52.010 TEMPORARY DISCONTINUANCE OF SERVICE.

A customer may request a temporary discontinuance of water service upon advance written notice to the City. ~~All disconnections will be no less than thirty days and no more than 120 days without written approval for the City Council.~~ Temporary Discontinuance of service will be charged a monthly SERVICES AVAILABILITY FEE ~~inactive fee~~, according to the current rate schedule established by Resolution and

ADMINISTRATIVE service charge (plus tax) to have such service restored.

13.52.080 UNAUTHORIZED TURN-ON.

Where water service has been discontinued for any reason and the water is turned on by the customer or other unauthorized person, the water may then be shut off at the main or the meter removed. The charges for shutting off the water at the main or removing the meter shall be computed at actual cost to the department plus TWENTY-FIVE ~~fifteen (15)~~ percent overhead, but not less than five dollars. These charges shall be billed to the offending customer and water shall not be furnished to the premises or customer until such charges are paid and the department has reasonable assurance that the violation will not reoccur.

CHAPTER 13.68
SERVICE-PENALTIES

- **Amending Section 13.68.010 to read as follows:**

~~**13.68.010 DESIGNATED.**~~

~~Any person violating any of the provisions of Chapters 13.28 to 13.60 and Chapter 13.68 shall, upon conviction thereof, be punished by a fine not exceeding three hundred dollars or by imprisonment in jail for a period not exceeding thirty days, or by both such fine and imprisonment.~~

13.68.010 VIOLATIONS AND PENALTIES

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 OR NO FINE IS LISTED IN THE FINE SCHEDULE, THEN BY THE FINE ESTABLISHED IN 1.16.030.

CHAPTER 13.70

SOLID WASTE

- **REPEALING SECTIONS:**

~~13.70.120 DEPOSIT AND ESTABLISHMENT OF CREDIT.~~
~~13.70.130 DEPOSIT-TERMS.~~
~~13.70.140 DEPOSIT-FORFEITURE.~~
~~13.70.160 APPLICATION AMENDMENTS.~~

- **ADDING SECTION 13.70.400 VIOLATIONS AND PENALTIES**

13.70.400 VIOLATIONS AND PENALTIES

- **AMENDING SECTIONS:**

  - **13.70.172 ALUMINUM SEGREGATION.**
  - **13.70.174 ASH DISPOSAL.**
  - **13.70.176 SPECIAL WASTE.**
  - **13.70.180 ACCESS TO LANDFILL.**
  - **13.70.182 PROHIBITED SUBSTANCES.**
  - **13.70.186 UNAUTHORIZED USE OF COLLECTION CONTAINERS, TRASH RECEPTACLES, AND DUMPSTERS.**
  - **13.70.300 Temporary Discontinuance of service – Customer Request.**
  - **13.70.310 CHANGE OF APPLICANT NAME AND BILLING ADDRESS.**
  - **13.70.370 PROTECTION FROM DAMAGE~~-PENALTY FOR VIOLATION~~.**

- ***AMENDED SECTIONS OF CHAPTER 13.70 – SOLID WASTE, SHALL READ AS FOLLOWS:***

13.70.110 APPLICATION FOR SERVICES:

APPLICATION FOR SEWER SERVICES SHALL BE COMPLETED AS SET FORTH IN CHAPTER 13.02.010-13.02.040.

~~**13.70.110 APPLICATION FOR SERVICE.**~~
~~Each applicant for solid waste service shall sign an application form provided by the clerk giving the date of application, location of premises, whether applicant has had previous service and the location of same, the date applicant desires service to begin, purpose for which service is to be used, the address for mailing of the billings, the applicant's street address, the applicant's mailing address (if different than the billing address); whether applicant is the owner, tenant or agent of the premises, the class and size of service requested and such other information the city may reasonably require.~~

~~In signing the application, the customer agrees to abide by the rules and regulations set forth in this chapter. The application is merely a written request for service and does not bind the city to furnish service. (Ord. 88-48 § 5(part), 1988)~~

~~**13.70.120 DEPOSIT AND ESTABLISHMENT OF CREDIT.**~~

~~At the time application for service is made, the applicant shall establish his credit with the city through the clerk. The credit of applicant will be deemed established if the applicant makes a cash deposit to secure the payment of bills for service. The deposit shall be a sum equal to one month's solid waste rate charge in effect at the time application for service is made for solid waste service. No service shall be furnished applicant until the deposit is made with the clerk except where applicant is an industrial firm or governmental unit that can sufficiently prove to the clerk that all bills will be paid when due. (Ord. 88-48 § 5(part), 1988)~~

~~**13.70.130 DEPOSIT TERMS.**~~

~~At the time the deposit is given to the clerk, applicant will be given a receipt for same. The deposit is not to be considered as a payment on account. In the event the service is discontinued, the deposit will be applied to the closing bill and any amount in excess of the closing bill will be refunded to customer. The city will not pay interest on any deposits. (Ord. 96-20 § 3(part), 1996: Ord. 88-48 § 5(part), 1988)~~

~~**13.70.140 DEPOSIT FORFEITURE.**~~

~~If an account becomes delinquent and it is necessary to terminate service, the deposit shall be applied to any unpaid balance due. Solid waste service will not be restored to the premises or that customer at different premises until all outstanding bills due the city from the customer have been paid and the cash deposit replaced, together with a fifteen-dollar service charge. (Ord. 88-48 §5(part), 1988)~~

~~**13.70.160 APPLICATION AMENDMENTS.**~~

~~Customers desiring a material change in the size, character or extent of service which would result in a material change in the amount of solid waste disposal shall fill out and file an amended application with the clerk reflecting such change prior to the change and the application for service shall be amended and, if applicable, the solid waste rate charge shall likewise be amended. (Ord. 88-48 §5(part), 1988)~~

13.70.172 ALUMINUM SEGREGATION.

All service customers, landfill users and dumpster users are encouraged to segregate aluminum cans from other refuse. Service customers shall place aluminum cans in a separate container which will be collected by the city at no cost to the customer. Landfill users shall segregate and deposit aluminum cans at the landfill at no cost to the user. Dumpster users shall segregate and deposit aluminum cans in the dumpster designated "FOR ALUMINUM CANS ONLY" at no cost to the user. ~~Persons who~~ IT IS UNLAWFUL FOR ANY PERSON TO deposit anything other than aluminum in a collection container, refuse receptacle, or dumpster designated "FOR ALUMINUM CANS ONLY". ~~shall be subject to a twenty-five-dollar fine~~. (Ord. 04-06-03-02 §4, 2004; Ord. 94-07 §5(part), 1994)

13.70.174 ASH DISPOSAL.

It is unlawful for any person to place, or authorize another to place, any ash in any collection container, refuse receptacle, or dumpster. It is unlawful for any person to place, deposit or attempt to dispose of, or permit another to place, deposit or attempt to dispose of any ash containing contaminates, chemicals or substances prohibited by federal or state laws or regulations at the landfill. Uncontaminated ash may be transported by customer to the landfill facility for disposal. Ash shall be fully combusted. Non-combusted materials shall be segregated from the ash before acceptance at the landfill facility. The landfill operator may require customer to provide appropriate documentation certifying that the ash meets all federal or state standards before accepting same for disposal. ~~Violators shall be subject to a fifty-dollar fine plus any costs incurred by city for environmental cleanup of illegally disposed of ash.~~ (Ord. 94-07 §5(part), 1994)

13.70.176 SPECIAL WASTE.

It is unlawful for any person to place, or authorize another to place, in any collection container, refuse receptacle, or dumpster the following items: household hazardous waste, paint, batteries, antifreeze, chlorine, acetylene, masonry in excess of one-half inch thick, concrete, ferrous metals with a thickness greater than one-eighth inch or three-eighths inch in diameter, wood with a thickness greater than two inches, steel cable more than three-eighths inch in diameter, copper with a thickness greater than one-half inch thick, tires, pressurized tanks/canisters, or other items designated by the landfill operator which may damage the facility baler equipment. The above items may be transported by customer to the landfill facility for disposal. ~~Violators shall be subject to a twenty-dollar fine~~. (Ord. 94-07 §5(part), 1994)

13.70.180 ACCESS TO LANDFILL.

The municipal landfill for solid waste disposal shall be opened only by individuals authorized by the city. The landfill for solid waste shall be opened to the public for dumping on days and during hours designated by the department and posted at the landfill. Authorized landfill users shall dump only in areas designated by the landfill operator. Non-authorized dumping of solid waste shall not be permitted. ~~Violators shall be subject to a fifty-dollar fine~~. (Ord. 90-18 §5(part), 1990)

13.70.182 PROHIBITED SUBSTANCES.

It is unlawful for any person to place or deposit, or permit another to place or deposit, in any collection container, refuse receptacle, dumpster or in the landfill any hazardous or poisonous

wastes, saturated oily waste, liquid petroleum products, bulk liquids, liquid septic tank pumping, commercial fish processing waste, radioactive material, asbestos containing waste, liquid solvents, strong acids or bases, explosives, polychlorinated biphenyls and any hazardous waste defined and regulated under 40 CFR 261, as amended, or prohibited by permit stipulations for the landfill facility. ~~Violators shall be subject to a three-hundred-dollar fine plus any costs incurred by city for environmental cleanup of illegally disposed of waste described in this section~~. (Ord. 94-07 § 5(part), 1994)

13.70.186 UNAUTHORIZED USE OF COLLECTION CONTAINERS, TRASH RECEPTACLES, AND DUMPSTERS.

It is unlawful for any person to place, or permit another to place, any refuse in any collection container, refuse receptacle or dumpster unless the refuse is from the premises served by the container or from the premises, activity, or facility at which the receptacle or dumpster is located. ~~Violators shall be subject to a fifty-dollar fine.~~ (Ord. 94-07 § 5(part), 1994)

13.70.300 Temporary Discontinuance of service – Customer Request.

A customer may request a temporary discontinuance of garbage service upon advance written notice to the City. ~~All disconnections will be no less than thirty days and no more than 120 days without written approval for the City Council.~~ Temporary discontinuance of service will be charged a monthly SERVICE AVAILABILITY FEE ~~inactive fee~~, according to the current rate schedule established by Resolution incorporated in this chapter by reference. Any reconnection within thirty days of discontinuance will be charged the rate established for a full month's garbage service. Customer will be charged a ten-dollar service charge (plus tax) to have such service restored. Garbage service may not be discontinued while water and sewer services are being delivered and used in the home.

13.70.370 PROTECTION FROM DAMAGE~~-PENALTY FOR VIOLATION~~.

It is unlawful for any unauthorized person to maliciously, willfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the municipal solid waste service. ~~and any such person shall be subject to immediate arrest and, upon conviction, shall be punishable by a fine not to exceed three hundred dollars or imprisonment not in excess of thirty days or both, at the discretion of the court.~~ (Ord. 88-48 § 5(part), 1988)

- **ADDING SECTION 13.70.400-VIOLATIONS AND PENALTIES**

13.70.400 VIOLATIONS AND PENALTIES

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 the fine established in 1.16.030 if the offense is not listed in the fine schedule.