

AGENDA

FOR THE REGULAR MEETING OF THE CITY COUNCIL

FOR THE CITY OF THORNE BAY, ALASKA
COUNCIL CHAMBERS OF CITY HALL
120 FREEMAN DRIVE

Tuesday August 20, 2019

6:30 p.m.

There will be a Workshop of the City Council beginning at 6:00 p.m.

1. CALL TO ORDER:

2. PLEDGE TO FLAG:

3. ROLL CALL:

4. APPROVAL OF AGENDA:

5. MAYOR'S REPORT:

6. ADMINISTRATIVE REPORTS:

- a. City Administrator's Report:
 - b. City Clerk Report:
-

7. PUBLIC COMMENTS:

8. COUNCIL COMMENTS:

9. NEW BUSINESS:

- a) Renewal of RV Park Manager Rental Agreement, discussion and action item:
-

10. ORDINANCE FOR PUBLIC HEARING:

- a) Ordinance 19-08-20-01, amending Title 2-Administration and Personnel, Chapter 2.48-Planning Commission, Section 2.48.200-Commission Duties, discussion and action item:
- b) Ordinance 19-08-20-02, amending Title 9 – Public Peace Safety and Morals, Chapter 9.16-Protection of Water Lake Watershed & Chapter 9.20-Litter Control, discussion and action item:
- c) Ordinance 19-08-20-03, amending Title 2-Administration and Finance, Chapter 2.36 – Law Enforcement Department, Section 2.36.030-Department Chief, discussion and action item:
- d) Ordinance 19-08-20-04, amending Title 16-Subdivisions, discussion and action item:
- e) Ordinance 19-08-20-05, amending Title 17-Zoning, adding Chapter 17.05-Enforcement Authority, discussion and action item:

11. ORDINANCE FOR INTRODUCTION:

- a) **Ordinance 19-09-03-01**, amending Title 1-General Provisions, Chapter 1.16-General Penalty Sections, Section 1.16.035-Minor Offense fine Table, adding fines for violation of TBMC Title 15-Buildings and Construction, Chapter 15.04-Setbacks, Section 15.04.020-Development Plans, and amending fines for violation of Title 17-Zoning, discussion and action item:
- b) **Ordinance 19-09-03-02**, amending Title 15-Buildings and Construction; Chapter 15.04-Setbacks, Section 15.04.020-Development Plans

12. EXPENDITURES EXCEEDING \$2,000.00:

- a) Authorizing expenditure of \$_

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

- a) Executive session

14. CONTINUATION OF PUBLIC COMMENT:

15. CONTINUATION OF COUNCIL COMMENT:

16. ADJOURNMENT:

POSTED: August 16, 2019

Bulletins: City Hall, AP Market, The Port, USFS , SISD & Thorne Bay School, Riptide Liquor
City Website: www.thornebay-ak.gov

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

This Rental Agreement is entered into by and between the City of Thorne Bay, Alaska, P.O. Box 110, Thorne Bay, Alaska 99919 (hereinafter called the "CITY" and, Cindy Edenfield, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter RV Trailer in City RV Park on municipally owned property within the corporate boundaries of the City of Thorne Bay.

Municipal Code, Title 2, Article III, Incorporated. The provisions of "Title 2, Article III of the Thorne Bay Municipal Code shall apply to the terms of this Rental Agreement unless otherwise amended in this Rental Agreement.

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning October 1, 2019 ending September 30, 2021. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Monthly Sales Taxes due the City shall commence upon the signing of Rental Agreement. Renter shall have the option to renew this Rent for an additional period of time subject to renegotiations of Rent terms and payments acceptable to both the City and Renter. The option to renew and Rent for the additional period can only be effective upon approval by the Thorne Bay City Council. This option to renew shall be exercised by the Renter in writing sixty (60) days prior to the expiration of the original Rent term. The option to renew is specifically waived if not exercised in full compliance with this provision.

This Rental Agreement expires automatically on the last day of the Two (2) year period absent the approval of a new Rental Agreement by the Thorne Bay City Council. Absent an approved Rental Agreement the Renter shall vacate the premise on or before the ending date of this Rental Agreement.

In addition to any rights of the City to terminate this Rental Agreement as specified in this Rental Agreement, or as specified in the Thorne Bay Municipal Code, the City shall have all rights to terminate this Rental Agreement in accordance with any provision of applicable law.

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly payments in the sum of \$250 plus applicable sales tax for the rental of RV Trailer, payable in advance on the first day of each month of the Rent term. In the event any payment required to be made pursuant to this Rental Agreement is more than ten (10) days past due, a late charge equal to ten percent (10%) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of two year term the monthly Rent 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.
4. **Deposits.** Renter shall deposit with the City an amount equal to N/A. Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

refunded in full. First and last month may be waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per "Exhibit A".

5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating thereon, single family living facilities. The Renter shall also assist the City of Thorne Bay with RV Park Management. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain building permit authorization from the City for construction of any and all structures placed on or in the Rented Premises.
7. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City's prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter's sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter's sole cost and expense. Any of Renter's improvements remaining on the Rented Premises longer than thirty (30) days after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.
8. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
9. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
10. **Permits and Compliance with Law.** - Renter shall comply with all local, state and federal laws, rules and regulations.
11. **Insurance.** General Liability Insurance: The City, as part of the City Insurance program, shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and / or aggregate combined single limit, personal injury, bodily injury and property damage.

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

12. **Accidents and Liability.** City or its agent shall not be liable for any injury or damage to the persons or property sustained by Renter or others, in and about the Rented Premises.

13. **Indemnification and Waiver of Subrogation.** To the fullest extent permitted by law, the Renter agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this agreement.

To the extent permitted by law, the Renter hereby re-Rents the City, its elected and appointed officials, employees and volunteers from any and all liability or responsibility to the Renter or anyone claiming through or under the Renter by way of subrogation or otherwise, for any loss or damage to the property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Renter's occupancy or use.

Renter understands that the City accepts no responsibility whatsoever for loss of, or damage to Renter's property.

14. **Removal of Renter's Property and Repair of Rented Property.** All buildings, fixtures and equipment of whatsoever nature, that Renter shall have acquired and installed upon Rented premises, whether permanently affixed or otherwise, shall continue to be the property of the Renter and must be removed by the Renter at the expiration or termination of this Rental Agreement; and at its own expense, Renter shall repair any injury to Rented Premises resulting from such removal. Renter shall remove all buildings, fixtures, and equipment, and make all repairs, within thirty days of the date the Renter vacates Rented Premises. If the Renter fails to remove its buildings, fixtures, and equipment, and fails to make the necessary repairs, the City may do so, and seek reimbursement from the Renter for the full amount of the repairs, without any deduction for the value of any buildings, fixtures, or equipment left on the premises by the Renter. If City determines that it is in City's best interest to acquire the improvements, it may negotiate to purchase Renter's buildings, fixtures, and equipment at a price equal to or less than fair market value.

15. **Taxes.** Renter shall be solely and fully responsible for the payment of all applicable federal, state, and Thorne Bay municipal taxes including all Monthly Sales Taxes due the City.

16. **Liens.** Renter shall maintain Rented Premises free of any and all liens. Renter will not permit any mechanics', laborers' or materialmen's liens to stand against the Rented Property or improvements for any labor or materials furnished to Renter or claimed to have been furnished to Renter, or to Renter's agents, contractors, or sub-Renters, in connection with work of any character performed or claimed to have been performed on Rented premises or improvements by or at the direction or sufferance of Renter; provided, however, Renter shall have the right to contest the validity or amount of any such lien or claimed lien, In the event of such contest, Renter shall give to the City such reasonable security as may be demanded by the City to insure payment of such lien or such claim of lien. Renter will immediately pay any judgment rendered with all proper costs and charges and shall have such lien re-Rented or judgment satisfied at

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

Renter's own expense. Renter agrees to indemnify, hold harmless and to defend the City and Rented premises from such liens. Renter consents to the City's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065

17. **Default by Renter.** Each of the following shall be deemed a default by the Renter and a breach of the Rental Agreement:
- (a) A failure to make payment of any installment, of rent or of any other sum herein specified to be paid by Renter, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to make payment;
 - (b) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the particular default or defaults;
 - (c) The filing of a petition by or against Renter for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
 - (d) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Renter or for the appointment of a receiver or trustee of Rented Premises of the Renter;
 - (e) The taking possession of Rented Premises of the Renter by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of the Renter;
 - (f) The making by the Renter of an assignment for the benefit of creditors;
 - (g) Renter vacates or abandons the Rented Premises; and
 - (h) A failure that continues for five (5) days or more to have the City named as an additional insured as required under paragraph 18, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Renter in this Section, are in addition to any defaults specified in the Thorne Bay Municipal Code.

18. **City's Remedies for Default.** In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.
- (a) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
 - (b) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter 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 Rented 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) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

- (f) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.
 - (g) The City shall use reasonable diligence to relet Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.
19. **Rights and Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this Rent, no right or remedy herein conferred upon reserved to the City or Renter is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
20. **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.
21. **Changes.** No modifications, amendments, deletions, additions or alterations of the Rent Agreement shall be effective unless in writing and signed by all of the parties hereto and such representatives of the parties as have been duly authorized to make such changes.
22. **Joint Product.** The language set out in this Rental Agreement 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 Rental Agreement, and the rule of construction favoring construction against the drafter shall not apply. Renter acknowledges and agrees that Renter has not received any legal advice from the City's attorney or from anyone associated with the City.
23. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Rental Agreement and to execute this Rental Agreement.
24. **Hazardous Materials.** The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to , the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C. 9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C.7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substance the removal of which is required, or the manufacture, preparation

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.

25. **Acceptance of the Rented Property by Renter.** Renter acknowledges that it has thoroughly examined Rented Premises. Renter accepts Rented Premises in their “AS IS” condition, and the City shall not be required to perform any work to prepare Rented Premises for the Renter. Renter’s taking possession of Rented Premises shall be conclusive evidence against it that, at the time possession was taken, Rented Premises were in good and satisfactory condition. Renter acknowledges that, except for those representations and statements regarding the condition of Rented Premises expressly stated herein, Renter has not relied upon any representations or statements of the City or its representatives or agents regarding the condition of Rented premises or their suitability for Renter’s uses under this Rent.
1. **Attorneys’ Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys’ fees and costs incurred by City in connection therewith including City’s attorneys’ fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District, at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.
 2. **No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.
 3. **Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter’s personal property and leave the Rented premises neat and clean. If City elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter’s sole expense.
 4. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
 5. **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 City at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Renter at, _____, _____, or at such other address as either party may designate in writing to the other.
 6. **City’s Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

NEW BUSINESS (A) RENTAL AGREEMENT RENEWAL

IN WITNESS WHEREOF, The parties hereto have executed this Rental Agreement as of the date first set above written.

CITY:

RENTER:

THE CITY OF THORNE BAY

By _____
James Gould, Mayor "City"

By _____
Cindy Edenfield "Renter"

ATTEST:

Teri Feibel, City Clerk

DRAFT ONLY

ORDINANCE FOR PUBLIC HEARING

**CITY OF THORNE BAY
ORDINANCE 19-08-20-01**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.48-PLANNING
COMMISSION,

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

- Section 1.** Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2.** Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3.** Amendment of Chapter. The Title and Chapter of the Municipal Code Title 2- Administration and Personnel, Chapter 2.48-Planning Commission, 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 August 20, 2019

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, City Clerk

[Introduction: August 6, 2019]
[Public Hearing: August 20, 2019]

ORDINANCE FOR PUBLIC HEARING

ADDITIONS ARE IN BOLD AND CAPITALIZED

Deleted items are ~~stricken~~

CHAPTER 2.48 - PLANNING COMMISSION SECTION 2.48 2.48.100 PLANNING COMMISSION DUTIES.

2.48.100 PLANNING COMMISSION DUTIES.

The planning commission shall:

- A. Subject to Title 17 of this code, prepare and submit to the city council a proposed comprehensive plan in accordance with AS 29.40.030 for the systematic and organized development of the city. Annually the commission shall review the comprehensive plan and shall recommend appropriate amendments, if any, to the city council.
- ~~B. Subject to the Alaska Coastal Management Act (AS 46.40) and Alaska Administrative Code; 6AC50, 6AAC80, and 6AAC85, prepare and submit to the city council a proposed coastal management plan. Annually, the commission shall review the coastal management plan and shall recommend appropriate amendments, if any, to the city council.~~
- C. Prepare, review, recommend and administer measures necessary to implement the ~~coastal management plan and~~ comprehensive plan, including measures provided under AS 29.40.040 and such other land use control measures as the planning commission deems necessary to supplement zoning regulations, land use permit requirements and measures to further the goals and objectives of the ~~coastal management and~~ comprehensive plans.
- D. Prepare and recommend to the city council a subdivision ordinance and the official map of the city and any recommended modifications to these documents.
- E. Publish notice of and hold at least one public hearing before submitting the commission's recommendations under subsections A, B and C of this section to the city council.
- F. Upon adequate notice which shall be provided by the chief executive officer, review annually the capital improvements program of the city and submit the commission's recommendations thereon to the chief executive officer on or before the due date specified in the notice.
- G. Investigate and prepare, upon city council or chief executive officer request, reports and recommendations on city land acquisitions, disposals and development. The report and recommendation shall be based upon the provisions of this chapter, ~~the coastal management plan,~~ the comprehensive plan and the capital improvements program.

ORDINANCE FOR PUBLIC HEARING

- H. Subject to and in accordance with the provisions of Titles 15, 16 and 17 of this code, act as the platting board, act upon requests for variances and act upon requests for conditional uses. No platting request, variance or conditional use may be granted which violates the provisions of AS Section 29.40.040 or Sections 16.36.010 and 16.36.020 of this code.
 - I. In the absence of a streets and roads commission, the planning commission shall perform all of the duties of the streets and roads commission as set forth in TBMC chapter 12.09-streets and roads commission. (Ordinance 19-07-16-01)
 - J. Act as an advisory commission to the chief executive officer and city council regarding planning, platting and zoning. (Ord. 92-18 § 4(part), 1992: Ord. 90-19 §§ 4(part), 5(part), 1990)
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**CITY OF THORNE BAY
ORDINANCE 19-08-20-02**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, -
AMENDING TITLE 9 - PUBLIC PEACE, MORALS AND WELFARE, CHAPTER 9.16-
PROTECTION OF WATER LAKE WATERSHED PROTECTION, AND CHAPTER 9.20-LITTER
CONTROL

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 Title, Chapter and Sections: Title 9 - Public Peace, Morals Chapters 9.16-Water Lake Watershed Protection, and Chapter 9.20-Litter Control are hereby amended as set forth pages 2 through 10 of this ordinance (Ord. 19-08-20-02) and shall be added to the Thorne Bay Municipal Code upon adoption.
- Section 4.** Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED August 20, 2019

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: August 6, 2019]
[Public Hearing: August 20, 2019]

ORDINANCE FOR PUBLIC HEARING

ADDITIONS ARE IN BLUE AND CAPITALIZED

~~Deletions are stricken~~

THORNE BAY MUNICIPAL CODE (TBMC) AMENDING TITLE 9-PUBLIC PEACE, MORALS AND WELFARE CHAPTERS

Chapter and Sections shall read as follows:

CHAPTER 9.16 PROTECTION OF WATER LAKE WATERSHED

- 9.16.060 ENFORCEMENT.
- 9.16.080 OBEDIENCE TO OFFICIALS REQUIRED.
- 9.16.090 EMERGENCY POWERS.
- 9.16.100 COMPLIANCE ORDER.
- 9.16.110 PENALTY AND REMEDIES.

CHAPTER 9.20 LITTER CONTROL¹⁸

- 9.20.010 DEFINITIONS.
- 9.20.060 PRIVATE PREMISES.
- 9.20.150 COMMERCIAL HANDBILLS PROHIBITED.

ADDING SECTION 9.20.155:

- 9.20.155 JUNK VEHICLES UNLAWFUL.
- 9.20.160 ENFORCEMENT.
- 9.20.180 OBEDIENCE TO OFFICIALS REQUIRED.
- 9.20.190 EMERGENCY POWERS.
- 9.20.200 COMPLIANCE ORDER.

SUMMARY:

- This Title and Chapter are hereby amended by
- Removing “Department Chief” and replacing with “VPSO” and/or “Code Enforcement Officer”
- Replacing “Watershed Officer” to Code “Enforcement Officer”
- Adding definition for “Junk Vehicle” to Chapter 9.20-Litter Control, and adding section: 9.20.155-Junk Vehicles Unlawful

ORDINANCE FOR PUBLIC HEARING

AMENDMENTS: 9.16-PROTECTIONS OF WATERSHED 9.20-LITTER CONTROL

CHAPTER 9.16 PROTECTION OF WATER LAKE WATERSHED

9.16.060 ENFORCEMENT.

It shall be the duty of the VILLAGE PUBLIC SAFETY OFFICER OR CODE ENFORCEMENT OFFICER, ~~village protection safety officer~~ (hereinafter called "~~city watershed~~ CODE ENFORCEMENT officer") to enforce the provisions of this chapter. (Ord. 89-19 § 5(part), 1989)

9.16.080 OBEDIENCE TO OFFICIALS REQUIRED.

The failure or refusal to comply with any lawful order or direction of the ~~city watershed~~ CODE ENFORCEMENT officer given in connection with this chapter shall be a violation of this chapter. (Ord. 89-19 § 5(part), 1989)

9.16.090 EMERGENCY POWERS.

- A. When it is found, after investigation, that a person is causing, engaging in or maintaining a condition or activity which, in the judgment of the ~~city watershed~~ CODE ENFORCEMENT officer presents an imminent or present danger to the health, safety, or welfare of the people of the municipality or would result in or be likely to result in irreversible or irreparable damage to the Water Lake watershed protection area, and it appears to be prejudicial to the interest of the people of the municipality to delay action until an opportunity for a hearing can be provided, the ~~city watershed~~ CODE ENFORCEMENT officer, without prior hearing, may order that person by notice to discontinue, abate, or alleviate the condition or activity. The proscribed condition or activity shall be immediately discontinued, abated or alleviated.
- B. Upon receipt of an order of the ~~city watershed~~ CODE ENFORCEMENT officer made under subsection A of this section, the person affected has the right to be heard and to present proof to the city council that the condition or activity does not constitute an actual or potential source of irreversible or irreparable damage to the public health, safety or welfare or to the Water Lake watershed protection area.
- C. In the chief executive officer's discretion or upon application made by the recipient of an order within fifteen days of receipt of the order, the chief executive officer shall schedule a hearing before the city council at the earliest possible time. The hearing shall be scheduled within five days after receipt of the application. The submission of an application or the scheduling of a hearing does not stay the operation of the ~~city watershed~~ CODE ENFORCEMENT officer's order made under subsection A of this section.

ORDINANCE FOR PUBLIC HEARING

- D. After a hearing the city council may affirm, modify, or set aside the order. An order affirmed, modified, or set aside after a hearing is subject to judicial review. The order is not stayed pending judicial review unless the city council so directs. If an order is not immediately complied with, the city attorney, upon request of the chief executive officer, may seek enforcement of the order. (Ord. 89-19 § 5(part), 1989)

9.16.100 COMPLIANCE ORDER.

- A. When, in the opinion of the ~~city watershed~~ CODE ENFORCEMENT officer, a person is violating or is about to violate a provision of this chapter, or a lawful order of the ~~city watershed~~ CODE ENFORCEMENT officer, the ~~city watershed~~ CODE ENFORCEMENT officer may notify the person of his determination by personal service or certified mail.
- B. The recipient of the determination must file with the ~~city watershed~~ CODE ENFORCEMENT officer, within ten days, a report stating what measures have been and are being taken, or are proposed to be taken, to correct or control the conditions outlined in the notice.
- C. After the report is filed under subsection B of this section, or the time period specified for it has elapsed, the ~~city watershed~~ CODE ENFORCEMENT officer may issue a compliance order. A copy of the compliance order shall be served personally or sent by certified mail to the person affected. A compliance order is effective upon receipt.
- D. Within fifteen days after receipt the recipient may request a hearing before the city council to review the compliance order. Failure to request a hearing within fifteen days after the receipt of a compliance order constitutes a waiver of the recipient's right of review.
- E. The city council shall hold a hearing within twenty days after receipt of a request for one under subsection D of this section. After the hearing the city council may rescind, modify or affirm the compliance order.
- F. Appeal from a decision of the city council shall be to the superior court, provided notice of appeal is filed with the superior court no later than thirty days following the city council's issuance of its written decision (this time limit is jurisdictional) and the appellant pay the city, by depositing with the city clerk, the city's cost of preparing the entire record (including a transcript of hearings held below) no later than sixty days following the decision being appealed from. Transcripts of hearings shall be prepared by a certified court reporter, and preparation of the entire record is at the appellant's expense.
- G. All other procedures, on appeal to the superior court, are set forth in the Alaska Rules of Appellate Procedure. The appeal is an administrative appeal, heard solely on the record established in this chapter, pursuant to AS 29.40.060(b).
- H. The city attorney may seek enforcement of a compliance order. (Ord. 89-19 § 5(part), 1989)

9.16.110 PENALTY AND REMEDIES.

A. Civil Remedies.

- 1) Upon violation of any of the provisions of this chapter, or failure or refusal to comply with any lawful order or direction of the ~~city watershed~~ **CODE ENFORCEMENT** officer given in connection with this chapter, the ~~city watershed~~ **CODE ENFORCEMENT** officer on behalf of the city, or any aggrieved citizen, may institute or cause to be instituted an appropriate civil action to prevent, enjoin, abate, estop, remove or punish such violation and to obtain monetary damages suffered by such party.
- 2) In addition to injunctive and compensatory relief, each violation shall be subject to a civil penalty not to exceed one thousand dollars and attorney fees as provided by law.
- 3) Each day a violation continues shall constitute an additional violation for purposes of assessing civil penalties.
- 4) 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 or threatened violation, the court shall grant injunctive relief to restrain the violation.

- B. Criminal Remedies. Any violation of the provisions of this chapter, including failure or refusal to comply with any lawful order or direction of the ~~city watershed~~ **CODE ENFORCEMENT** officer given in connection with this chapter, is a misdemeanor. Every person convicted of such violation shall be subject to a fine not exceeding one thousand dollars, a jail term not exceeding thirty days, or both. Each unlawful act or condition, and every day upon which such continues, shall constitute a separate violation. (Ord. 89-19 § 5(part), 1989)

CHAPTER 9.20 LITTER CONTROL

9.20.010 DEFINITIONS.

The following terms, phrases, words and their derivations shall have the meaning given herein unless their use in the text clearly demonstrates a different meaning.

- A. "Aircraft" means any contrivance now known or hereafter invented, used or designed for navigation or for flight in the air. "Aircraft" includes helicopters and lighter-than-air dirigibles and balloons.
- B. "City" means and includes all those lands located within the city limits of Thorne Bay, Alaska, as depicted on that certain map produced in 1984 by Northwest Cartography entitled Land Ownership Edition, segments 1 through 10, Thorne Bay, Alaska, one copy of which has been filed in the office of the city clerk for public use, inspection and examination, and which map is made a part of this section as if fully set forth herein.
- C. "Commercial handbill" means and includes any handbill which advertises for sale, or promotional gifts or prizes, any merchandise, product, commodity or thing; directs attention to any business for the purpose of either directly or indirectly promoting the interests thereof by sales or by other means; directs attention to or advertises any meeting, exhibition, theatrical or other performance or event of any kind for which an admission fee is charged; while containing reading or pictorial matter other than Advertising matter is predominantly and essentially an advertisement and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.
- D. "Construction sites" means and includes any private or public property upon which repairs to existing buildings, construction of new buildings, or demolition of existing structures is taking place.
- E. "Elements" means and includes any element whether created by nature or created by man, which with reasonable foresee ability could carry litter from one place to another. Elements shall include, but are not limited to, air current, rain, water current and animals.
- F. **"JUNK VEHICLE" MEANS A MOTOR VEHICLE THAT:**
 - 1. IS NOT CURRENTLY REGISTERED UNDER AS 28.10, EXCEPT FOR A VEHICLE NOT CURRENTLY REGISTERED UNDER AS 28.10 AND USED EXCLUSIVELY FOR COMPETITIVE RACING;
 - 2. IS STRIPPED, WRECKED, OR OTHERWISE INOPERABLE DUE TO MECHANICAL FAILURE;
 - 3. HAS NOT BEEN REPAIRED BECAUSE OF MECHANICAL DIFFICULTIES OR BECAUSE THE COST OF REPAIRS REQUIRED TO MAKE IT OPERABLE EXCEEDS THE FAIR MARKET VALUE OF THE VEHICLE; OR
 - 4. IS IN A CONDITION THAT EXHIBITS MORE THAN ONE OF THE FOLLOWING ELEMENTS:
 - a) BROKEN GLASS;
 - b) MISSING WHEELS OR TIRES;
 - c) MISSING BODY PANELS OR PARTS; OR
 - d) MISSING DRIVE TRAIN PARTS.

ORDINANCE FOR PUBLIC HEARING

- G. "Litter" means and includes any non-containerized manmade or man-used waste which, if deposited within the city other than in a litter receptacle, tends to create a danger to public health, safety, and welfare or to impair the environment of the people of the city. Litter may include, but is not limited to, any garbage, trash, refuse, confetti, debris, grass clippings or other lawn or garden waste, newspaper, magazine, glass, metal, plastic or paper container or other construction material, motor vehicle part, furniture, oil, carcass of a dead animal, or nauseous or offensive matter of any kind, or any object likely to injure any person or create a traffic hazard.
- H. "Litter receptacles" means and includes any container which is designed to receive litter and to prevent the escape of litter deposited therein, which is of such size or sufficient capacity to hold all litter generated between collection periods.
- I. "Park" means and includes a public or private park, reservation, playground, beach, recreation center or any public or private area devoted to active or passive recreation, or any other area under the supervision of the department of public parks.
- J. "Parking lots" means and includes any private or public property with provisions for parking vehicles, to which the public is invited or which the public is permitted to use, or which is visible from any public place or private premises.
- K. "Private premises" means and includes any dwelling, use, building or other structure designed to be used, either wholly or in part, for private Residential purposes, whether uninhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, grounds, walk, driveway, porch, steps, vestibule, mailbox, or other structure belonging or appurtenant to such dwelling house, building or other structure.
- L. "Public place" means and includes any and all streets, boulevards, avenues, lanes, alleys or other public ways, and parks, squares, plazas, grounds and buildings frequented by the general public, whether publicly or privately owned.
- M. "Vehicle" is every device in, upon or by which any person or property is or may be transported or drawn upon land or water, including devices used exclusively upon stationary rails or tracks. (Ord. 89-22 § 5(part), 1989)

9.20.060 PRIVATE PREMISES.

- A. The owner or person in control of private premises shall:
 - 1. Maintain litter receptacles for collection of litter as necessary and in such a manner that litter will be prevented from being carried by the elements to adjoining premises. (Ord. 89-22 § 5(part), 1989)
 - 2. **KEEP PROPERTY CLEAR OF LARGE QUANTITIES OF JUNK (JUNK ACCUMULATION), AND/OR JUNK VEHICLES.**

ORDINANCE FOR PUBLIC HEARING

9.20.155 JUNK VEHICLES UNLAWFUL.

- A. IT IS UNLAWFUL FOR THE OWNER OF RECORD OR OTHER PERSON WITH LEGAL RIGHT TO POSSESSION OF A JUNK VEHICLE TO PLACE OR ALLOW SUCH VEHICLE TO REMAIN IN PUBLIC VIEW ON ANY PROPERTY, PUBLIC OR PRIVATE, WITHIN THE CITY FOR MORE THAN 10 DAYS, THE SAME BEING DECLARED A PUBLIC NUISANCE. IT IS ALSO UNLAWFUL FOR THE OWNER, TENANT OR OTHER PERSON IN POSSESSION OR CONTROL OF ANY PROPERTY TO CAUSE OR ALLOW A JUNK VEHICLE TO BE PLACED OR REMAIN IN PUBLIC VIEW ON SUCH PROPERTY FOR MORE THAN 10 DAYS.
- B. NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (A) OF THIS SECTION, IF THE VPSO OR CODE ENFORCEMENT OFFICER HAS REASONABLE GROUNDS TO BELIEVE THAT REPAIRS CAN BE MADE TO RENDER A JUNK VEHICLE OPERABLE, THAT THE OWNER OF RECORD OR OTHER PERSON ENTITLED TO POSSESSION OF THE VEHICLE IS WILLING TO UNDERTAKE OR HAVE PERFORMED SUCH REPAIRS, THAT THE VEHICLE DOES NOT POSE ANY HEALTH OR SAFETY HAZARD, AND THAT THERE IS NO REASONABLE MEANS FOR REMOVING THE VEHICLE FROM PUBLIC VIEW WHILE REPAIRS ARE BEING PERFORMED, THE VPSO OR CODE ENFORCEMENT OFFICER MAY AUTHORIZE A PERIOD OF NO MORE THAN 30 DAYS FOR THE PERFORMANCE OF SUCH REPAIRS. IN NO CASE, HOWEVER, MAY THIS SECTION BE CONSTRUED AS AUTHORIZING THE OPERATION OF A JUNKYARD OR OTHER SALVAGE OR REPAIR BUSINESS WHERE OTHER REQUIREMENTS OF THE LAW HAVE NOT BEEN MET.

9.20.160 ENFORCEMENT.

It shall be the duty of the ~~village protection safety officer~~ VILLAGE PUBLIC SAFETY OFFICER OR CODE ENFORCEMENT OFFICER, (hereinafter called "~~litter~~ CODE enforcement officer") to enforce the provisions of this chapter. (Ord 18-01-02-01) (Prior Ord. 89-22 § 5(part), 1989)

9.20.180 OBEDIENCE TO OFFICIALS REQUIRED.

The failure or refusal to comply with any lawful order or direction of the ~~litter~~ CODE enforcement officer given in connection with this chapter shall be a violation of this chapter. (Ord. 89-22 § 5(part), 1989)

9.20.190 EMERGENCY POWERS.

- A. When it is found, after investigation, that a person is causing, engaging in or maintaining a condition or activity which, in the judgment of the ~~litter~~ CODE enforcement officer presents an imminent or present danger to the health, safety or welfare of the people of the municipality or would result in or be likely to result in irreversible or irreparable damage to adjoining property or premises, and it appears to be prejudicial to the interest of the people of the municipality to delay action until an opportunity for a hearing can be provided, the ~~litter~~ CODE enforcement officer, without prior hearing, may order that person by notice to discontinue, abate or alleviate the condition or activity. The proscribed condition or activity shall be immediately discontinued, abated or alleviated.

ORDINANCE FOR PUBLIC HEARING

- B. Upon receipt of an order of the ~~litter~~ CODE enforcement officer made under subsection A of this section, the person affected has the right to be heard and to present proof to the city council that the condition or activity does not constitute an actual or potential source of irreversible or irreparable damage to the public health, safety or welfare.
- C. In the chief executive officer's discretion or upon application made by the recipient of an order within fifteen days of receipt of the order, the chief executive officer shall schedule a hearing before the city council at the earliest possible time. The hearing shall be scheduled within five days after receipt of the application. The submission of an application or the scheduling of a hearing does not stay the operation of the city ~~litter~~ CODE enforcement officer's order made under subsection A of this section.
- D. After a hearing the city council may affirm, modify or set aside the order. An order affirmed, modified or set aside after a hearing is subject to judicial review. The order is not stayed pending judicial review unless the city council so directs. If an order is not immediately complied with, the city attorney, upon request of the chief executive officer, may seek enforcement of the order. (Ord. 89-22 § 5(part), 1989)

9.20.200 COMPLIANCE ORDER.

- A. When, in the opinion of the city ~~litter~~ CODE enforcement officer, a person is violating or is about to violate a provision of this chapter, or a lawful order of the ~~litter~~ CODE enforcement officer, the ~~litter~~ CODE enforcement officer may notify the person of his determination by personal service or certified mail.
- B. The recipient of the determination must file with the ~~litter~~ CODE enforcement officer, within the five days, a report stating what measures have been and are being taken, or are proposed to be taken, to correct or control the conditions outlined in the notice.
- C. After the report is filed under subsection B of this section, or the time period specified for it has elapsed, the ~~litter~~ CODE enforcement officer may issue a compliance order. A copy of the compliance order shall be served personally or sent by certified mail to the person affected. A compliance order is effective upon receipt.
- D. Within fifteen days after receipt the recipient may request a hearing before the city council to review the compliance order. Failure to request a hearing within fifteen days after the receipt of a compliance order constitutes a waiver of the recipient's right of review.
- E. The city council shall hold a hearing within twenty days after receipt of a request for one under subsection D of this section. After the hearing the city council may rescind, modify or affirm the compliance order.
- F. Appeal from a decision of the city council shall be to the superior court, provided notice of appeal is filed with the superior court no later than thirty days following the city council's issuance of its written decision (this time limit is jurisdictional) and the appellant pay the city, by depositing with the city clerk, the city's cost of preparing the entire record (including a transcript of hearings held below) no later than sixty days following the decision being appealed from. Transcripts of hearings shall be prepared by a certified court reporter, and preparation of the entire record is at the appellant's expense.

ORDINANCE FOR PUBLIC HEARING

- G. All other procedures, on appeal to the superior court, are set forth in the Alaska Rules of Appellate Procedure. The appeal is an administrative appeal, heard solely on the record established in this chapter, pursuant to AS 29.40.060(b).
- H. The city attorney may seek enforcement of a compliance order. (Ord. 89-22 § 5(part), 1989)

ORDINANCE FOR PUBLIC HEARING

**CITY OF THORNE BAY
ORDINANCE 19-08-20-03**

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

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

- Section 1.** Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2.** Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3.** Amendment of Section. Amending Title 2-Administration and Personnel, Chapter 2.36-Law Enforcement Department, is hereby amended added to the Thorne Bay Municipal Code as set forth on pages 2-3 of this ordinance.
- Section 4.** Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: August 20, 2019

Mayor Harvey McDonald

ATTEST:

Teri Feibel, CMC

[INTRODUCTION HEARING: AUGUST 6, 2019]
[PUBLIC HEARING: AUGUST 20, 2019]

ORDINANCE FOR PUBLIC HEARING

AMENDING THORNE BAY MUNICIPAL CODE

TITLE 2 - ADMINISTRATION AND PERSONNEL

CHAPTER 2.36 LAW ENFORCEMENT DEPARTMENT

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2.36.020 VILLAGE PUBLIC SAFETY OFFICER. 24

2.36.030 ~~DEPARTMENT CHIEF~~. CODE ENFORCEMENT OFFICER 25

CHAPTER 2.36 - LAW ENFORCEMENT DEPARTMENT:

2.36.010 DEPARTMENT ESTABLISHED.

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

2.36.020 VILLAGE PUBLIC SAFETY OFFICER.

The village public safety officer (referred to in this chapter as "VPSO") shall be the department head, serving the city in accordance with the village public safety officer program letter of agreement (referred to in this chapter as "agreement") between the city of Thorne Bay and the Central Council of Tlingit and Haida Indian Tribes of Alaska (referred to in this chapter as "Central Council") as long as the agreement remains in effect.

- A. Subject to the approval of the Central Council, as provided in the agreement, the VPSO shall be appointed by the council.
- B. The Chief Administrator shall act as liaison between the VPSO and the city.
 - 1. In accordance with AS 29.20.500, the Chief Administrator shall supervise the department.
 - 2. The Chief Administrator shall exercise care and concern in the supervision of the VPSO, shall keep the council informed about the status of the city law enforcement and performance of the VPSO, and shall consult the council in evaluating the performance of the VPSO.
- C. For just cause and after approval by the council, the Chief Administrator may recommend to central council that the VPSO be removed from the position.
- D. In accordance with the agreement, the VPSO provides to his or her level of training a broad range of public safety services, including but not limited to enforcement of Municipal Law. With due regard for the VPSO’s training and expertise, as well as the public’s safety, the Chief Administrator, after approval of Central Council and the Alaska State Troopers and consideration of the VPSO’s opinions and suggestions, shall assign reasonable and authorized public safety duties to the VPSO. Such duties shall be assigned within the limits of the VPSO’s standard workday and standard workweek as established in the agreement.

ORDINANCE FOR PUBLIC HEARING

1. Other public safety concerns or special VPSO duties may be assigned as authorized in the agreement.
- E. ~~To assist the council in evaluating the VPSO's response to the needs of the city within the VPSO's area of responsibility, in accordance with the agreement, the VPSO~~ **THE VPSO** shall make a monthly oral report at a regular council meeting, presenting pertinent current public safety information and a general review of the department's previous month's activities. **THESE REPORTS WILL ASSIST THE COUNCIL IN EVALUATING THE VPSO'S RESPONSE TO THE NEEDS OF THE CITY WITHIN THE VPSO'S AREA OF RESPONSIBILITY, IN ACCORDANCE WITH THE AGREEMENT, THE VPSO**
- F. ~~To assist the city in providing the VPSO normal office facilities in accordance with the agreement, The VPSO annually, when requested by the Chief Administrator, The VPSO~~ shall submit a proposed department budget for the next fiscal year **ANNUALLY UPON REQUEST TO ASSIST THE CITY IN PROVIDING THE VPSO NORMAL OFFICE FACILITIES IN ACCORDANCE WITH THE AGREEMENT.** The VPSO shall be consulted about any change to be made in the department's proposed budget before it is finalized by the Chief Administrator for approval of the council. (Ord. 98-01§3 (part), 1998: Ord. 91-17 §4(part), 1991)

2.36.030 CODE ENFORCEMENT OFFICER ~~DEPARTMENT CHIEF.~~

When the city is not party to an agreement covering the employment of a VPSO:

- A. **THE CHIEF ADMINISTRATOR UPON THE APPROVAL OF THE CITY COUNCIL SHALL APPOINT A CODE ENFORCEMENT OFFICER .**
- ~~A. The Department Chief shall be appointed by the Chief Administrator, confirmed by the council, and responsible to the Chief Administrator.~~
- B. The **CODE ENFORCEMENT OFFICER** ~~chief~~ shall be the department head and shall administer the department.
- C. By ordinance or resolution, the council shall establish the organization and functions of the department, after considering recommendations of the chief administrator. (Ord. 98-01 §3(part), 1998: Ord. 91-17 §4(part), 1991)

ORDINANCE FOR INTRODUCTION

**CITY OF THORNE BAY
ORDINANCE 19-08-20-04**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 16-SUBDIVISIONS, CHAPTER 16.04-GENERAL PROVISIONS

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 16-Subdivision, Chapter 16.04-General Provisions, are hereby adopted and added to the Thorne Bay Municipal Code.
- Section 4.** Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: August 20, 2019

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction Hearing: August 6, 2019]
[Public Hearing: August 20, 2019]

ORDINANCE FOR PUBLIC HEARING

ADDITIONS ARE IN BOLD AND UNDERLINED

~~Deletions are stricken and in red~~

TBMC
TITLE 16-SUBDIVISIONS
AMENDING SECTION 16.04 – GENERAL PROVISIONS

SECTION:

16.04.050 ADMINISTRATIVE PROVISIONS.

- A. Unless the City Council opts to administer and enforce this title pursuant to Section 2.48.010, the chief executive officer shall appoint, and the City Council shall confirm a planning official to administer and enforce this title.
- B. The planning commission shall perform all planning functions pursuant to Alaska Statutes 29.33 and this title, including serving as the platting board pursuant to Alaska Statutes 4.15.
- C. The chief executive officer, CODE ENFORCEMENT OFFICER, OR OTHER DESIGNEE shall serve as the city Planning Official until such time as he appoints, and the city council confirms another to perform that function. (Ordinance 19-08-20-04; Prior Ord. 12-04-03-02)

ORDINANCE FOR PUBLIC HEARING

**CITY OF THORNE BAY
ORDINANCE 19-08-20-05**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 17-ZONING, ADDING CHAPTER 17.05-AUTHORITY TO ENFORCE

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.** Amending Title 17-Zoning, Adding Chapter 17.05-Enforcement Authority, Sections 17.05.010 -090 are hereby adopted and added to the Thorne Bay Municipal Code.
- Section 4.** **Effective Date.** This ordinance shall become effective upon adoption.

PASSED AND APPROVED: August 20, 2019

ATTEST:

Teri Feibel, CMC

Harvey McDonald, Mayor

[Introduction Hearing: August 6, 2019]
[Public Hearing: August 20, 2019]

ORDINANCE FOR PUBLIC HEARING

ADDITIONS ARE IN BOLD AND UNDERLINED

~~Deletions are stricken and in red~~

TBMC
TITLE 17 ZONING
ADDING CHAPTER 17.05 -
ENFORCEMENT AUTHORITY

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ORDINANCE FOR PUBLIC HEARING

17.05.010. ENFORCEMENT

IT SHALL BE THE DUTY OF THE CODE ENFORCEMENT OFFICER, VILLAGE PUBLIC SAFETY OFFICER OR OTHER DESIGNEE TO ENFORCE THE PROVISIONS OF THIS TITLE.

17.05.020 OBEDIENCE OF LAW REQUIRED.

IT IS A VIOLATION OF THIS CHAPTER FOR ANY PERSON TO DO ANY ACT WHICH IS FORBIDDEN OR TO FAIL TO PERFORM ANY ACT REQUIRED TO BE PERFORMED IN THIS TITLE.

17.05.030 OBEDIENCE TO OFFICIALS REQUIRED.

THE FAILURE OR REFUSAL TO COMPLY WITH ANY LAWFUL ORDER OR DIRECTION OF THE CODE ENFORCEMENT OFFICER GIVEN IN CONNECTION WITH THIS CHAPTER SHALL BE A VIOLATION OF THIS TITLE.

17.05.040 CITIZEN COMPLAINTS - FILING A COMPLAINT

- A. CITIZENS MAY FILE A NOTICE OF VIOLATION COMPLAINT WITH THE CITY CLERKS OFFICE. COMPLAINTS MUST BE SUBMITTED IN WRITING ON A FORM PRESCRIBED BY THE CITY.
-

17.05.050 AUTHORITY, INSPECTIONS, FEES.

- A. THE CITY MAY INSPECT PROPERTY TO DETERMINE COMPLIANCE WITH THIS ORDINANCE.
- B. THE DESIGNATED PLANNING OFFICIAL OR CODE ENFORCEMENT OFFICER, MAY EXPAND THE SCOPE OF ANY INSPECTION TO INCLUDE OTHER CITY CODE VIOLATIONS NOTED DURING INSPECTION.
- C. EXEMPTED FROM THE OPERATION OF THIS ORDINANCE IS LARGE, REMOTE ACREAGE IN ITS NATURAL STATE, ACREAGE IMPOSSIBLE TO SERVICE WITH LARGE MACHINERY DUE TO ITS TERRAIN, PROPERTY USED FOR GOVERNMENTAL PURPOSES, AND INDUSTRIALLY AND COMMERCIAL ZONED AREAS TO THE EXTENT ZONING PERMITS STORAGE OF MATERIAL ORDINARILY PROHIBITED BY THIS ORDINANCE. THIS EXEMPTION IS NOT OPERABLE WHEN ACTUAL AND PROBABLE DANGER EXISTS.
- D. IF UPON INSPECTION, ONE OR MORE VIOLATIONS OF THE THORNE BAY MUNICIPAL CODE EXISTS, THE OWNER OR RESPONSIBLE PARTY WILL BE REQUIRED TO CORRECT ALL VIOLATIONS WITHIN A REASONABLE AMOUNT OF TIME.
- E. THE CITY MAY CHARGE REASONABLE FEES TO THE OWNER AND RESPONSIBLE PARTY OF A PROPERTY FOR INSPECTIONS, INCLUDING THEIR RELATED ACTIVITIES AND ADMINISTRATIVE FUNCTIONS, OTHER THAN THE INITIAL INSPECTION AND THE FINAL INSPECTION, CONDUCTED PURSUANT TO THIS CHAPTER.

ORDINANCE FOR PUBLIC HEARING

17.03.060 NOTICE OF VIOLATIONS:

- A. UPON INSPECTION, IF THE CITY FINDS A VIOLATION OF THIS ORDINANCE, THE CITY MAY NOTIFY THE OWNER, OWNER’S AGENT, OR RESPONSIBLE PARTY THROUGH THE ISSUANCE OF A NOTICE OF VIOLATION. IF A NOTICE OF VIOLATION IS ISSUED, IT SHALL INCLUDE:
 - 1. IDENTIFICATION OF PROPERTY IN VIOLATION;
 - 2. STATEMENT OF VIOLATIONS IN SUFFICIENT DETAIL TO ALLOW AN OWNER OR RESPONSIBLE PARTY TO IDENTIFY AND CORRECT THE PROBLEM;
 - 3. RE-INSPECTION DATE;
 - 4. ADDRESS AND PHONE NUMBER OF A CITY REPRESENTATIVE TO CONTACT;
 - 5. CITY’S AUTHORITY TO ISSUE CITATIONS SHOULD OWNER OR RESPONSIBLE PARTY NOT CORRECT THE VIOLATION WITHIN THIRTY DAYS; AND
 - 6. APPEAL PROCEDURES.
- B. ANY NOTICE GIVEN FOR ANY PURPOSE UNDER THIS CHAPTER SHALL BE DEEMED EFFECTIVE ON THE DATE WHEN WRITTEN NOTICE IS HAND-DELIVERED, MAILED CERTIFIED AND/OR MAILED REGULAR, ADDRESSED TO THE PROPERTY OWNER, OWNER’S AGENT, OR RESPONSIBLE PARTY. IF PERSONAL SERVICE OR MAILED SERVICE IS NOT PRACTICABLE, SERVICE OF NOTICE SHALL ALSO BE DEEMED EFFECTIVE UPON NOTIFICATION THROUGH ONE-TIME PUBLIC NOTICE PUBLISHED IN A NEWSPAPER OF GENERAL CIRCULATION AND BY POSTING THE PROPERTY FOR A PERIOD OF 30 DAYS. NOTHING HEREIN SHALL PRECLUDE THE CITY FROM GIVING ADDITIONAL VERBAL OR WRITTEN NOTICE AT ITS DISCRETION. IF THE CITY DOES ELECT TO GIVE ANY ADDITIONAL NOTICE IN ANY INSTANCE, IT SHALL NOT THEREBY BECOME OBLIGATED TO GIVE SUCH ADDITIONAL NOTICE THEREAFTER IN THE SAME OR OTHER SITUATIONS.
- C. NOTHING IN THIS SECTION SHALL REQUIRE THE ISSUANCE OF A NOTICE OF VIOLATION PRIOR TO THE COMMENCEMENT OF CIVIL OR CRIMINAL VIOLATION PROCEEDINGS.

17.05.070 REMEDIATION MEASURES – AUTHORITY TO ENFORCE

- A. THE VPSO, CODE ENFORCEMENT OFFICER OR DESIGNEE SHALL ENFORCE THE PROVISIONS OF THIS ORDINANCE. IN ADDITION, THE CHIEF ADMINISTRATOR OR DESIGNEE IS AUTHORIZED TO MAKE SAFE ANY STRUCTURE, IN WHOLE OR PART, WHICH IN THE OPINION OF THE CHIEF ADMINISTRATOR OR DESIGNEE, IS AN IMMINENT THREAT TO THE HEALTH OR SAFETY OF ANY PERSON OR PERSONS DUE TO THE CONDITIONS OF SUCH STRUCTURE.
- B. NO PERSON SHALL, BY THREAT OR USE OF VIOLENCE OR PHYSICAL FORCE, OR BY THREATENING TO DO OR DOING ANY OTHER ACT THAT CAN BE REASONABLY ANTICIPATED TO CAUSE PHYSICAL HARM TO ANY PERSON INCLUDING THE PERPETRATOR, INTENTIONALLY OBSTRUCT, IMPEDE, OR INTERFERE WITH ANY OFFICER, EMPLOYEE,

ORDINANCE FOR PUBLIC HEARING

CONTRACTOR OR AUTHORIZED REPRESENTATIVE OF THE CITY WHO IS LAWFULLY AND CONSTITUTIONALLY ENGAGED IN THE ENFORCEMENT OR EXECUTION OF THE PROVISIONS OF THIS CHAPTER.

- C. THE CODE ENFORCEMENT OFFICER, CITY PLANNING OFFICIAL OR DESIGNEE IS AUTHORIZED TO MAKE REASONABLE AND NECESSARY RULES AND REGULATIONS TO CARRY OUT PROVISIONS OF THE ORDINANCE. ALL SUCH RULES AND REGULATIONS SHALL BE APPROVED BY THE CITY COUNCIL AFTER A PUBLIC HEARING.

17.05.080 RECORDING A NOTICE OF VIOLATION.

- A. THE VPSO, CODE ENFORCEMENT OFFICER OR DESIGNEE, SHALL RECORD THE NOTICE OF VIOLATION WITH THE OFFICE OF THE CITY CLERK. THE CITY CLERK SHALL KEEP RECORD THE NOTICE OF VIOLATION. NOTICE OF VIOLATION SHALL RUN WITH THE LAND AND SHALL CONSTITUTE NOTICE, FOR ALL PURPOSES OF THIS ORDINANCE, TO ALL PERSONS OR ENTITIES THEREAFTER ACQUIRING AN INTEREST IN THE PROPERTY. WHEN THE PROPERTY IS BROUGHT INTO COMPLIANCE, IF A NOTICE OF VIOLATION WAS RECORDED, A SATISFACTION OF NOTICE OF VIOLATION SHALL BE RECORDED.

17.05.090 ENFORCEMENT INDEPENDENT OF OTHER OFFICIALS.

THE AUTHORITY OF THE CITY TO ENFORCE THE PROVISIONS OF THIS CHAPTER IS INDEPENDENT OF AND IN ADDITION TO THE AUTHORITY OF OTHER CITY OFFICIALS TO ENFORCE THE PROVISIONS OF ANY OTHER CHAPTER OF THE CITY CODE.

17.05.100 VIOLATIONS AND PENALTIES.

- A. ANY PERSON VIOLATING ANY PROVISION OF THIS CHAPTER IS GUILTY OF AN INFRACTION AND SHALL BE PUNISHED BY THE FINE ESTABLISHED IN THE FINE SCHEDULE IN 1.16.035 IF THE OFFENSE IS LISTED IN THAT FINE SCHEDULE OR BY A FINE OF UP TO \$1,000 IF THE OFFENSE IS NOT LISTED IN 1.16.035.
- B. EACH DAY A VIOLATION CONTINUES SHALL CONSTITUTE AN ADDITIONAL VIOLATION FOR PURPOSES OF ASSESSING FINES. AN ACTION TO ENJOIN A VIOLATION OF THIS CHAPTER MAY BE BROUGHT NOTWITHSTANDING THE AVAILABILITY OF ANY OTHER REMEDY. UPON APPLICATION FOR INJUNCTIVE RELIEF AND THE FINDING OF AN EXISTING VIOLATION, THE COURT SHALL GRANT INJUNCTIVE RELIEF TO RESTRAIN THE VIOLATION AND ATTORNEY FEES AS PROVIDED BY LAW.
- C. THE OWNER OF RECORD, AS RECORDED IN ALASKA RECORDER'S OFFICE RECORDS, OF THE PROPERTY UPON WHICH A VIOLATION OF THIS ORDINANCE EXISTS MAY BE PRESUMED TO BE

ORDINANCE FOR PUBLIC HEARING

A PERSON HAVING LAWFUL CONTROL OVER ANY BUILDING, STRUCTURE OR PARCEL OF LAND. IF MORE THAN ONE PERSON SHALL BE RECORDED AS THE OWNER OF THE PROPERTY, SAID PERSONS MAY BE JOINTLY AND SEVERALLY PRESUMED TO BE PERSONS HAVING LAWFUL CONTROL OVER THE BUILDING, STRUCTURE OR PARCEL OF LAND. THIS PRESUMPTION SHALL NOT PREVENT ENFORCEMENT OF THE PROVISIONS OF THIS ORDINANCE AGAINST ANY PERSON SPECIFIED IN SUBSECTION C OF THIS SECTION.

DRAFT ONLY

ORDINANCE FOR INTRODUCTION

**ORDINANCE 19-09-03-01
CITY OF THORNE BAY**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, - AMENDING THORNE BAY MUNICIPAL CODE (TBMC); TITLE 1-GENERAL PROVISIONS; SECTION 1.16.035-MINOR OFFENSE FINE SCHEDULE, SETTING FINE AMOUNTS FOR MINOR OFFENSE VIOLATIONS OF TITLE 15-BUILDINGS & TITLE 17-PLANNING AND ZONING

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 chapters of Title 1 - General Provisions, Chapter 1.16 - General Penalty, Section 1.16.035-Minor Offense Fine Schedule, establishing fine amounts for the offenses listed in TBMC Title 15-Buildings & amending fines amounts for offenses listed in Title 17-Zoning. The fines 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 3, 2019

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: August 20, 2019]
[Public Hearing: September 3, 2019]

ORDINANCE FOR INTRODUCTION

Amending Title 1 General Provisions Adding Title 15-Buildings and amending fines for Title 17-Zoning To the City Fine Schedule of Violations

Chapter and Sections shall read as follows:

1.16.030 VIOLATIONS-SEPARATE OFFENSE.

Every act prohibited by Thorne Bay ordinances is unlawful. Failure to comply with any mandatory requirement of any ordinance is also unlawful. Unless another penalty is expressly provided by a Thorne Bay ordinance for any particular provision or section, each violation of this code is an infraction, punishable by a fine up to three hundred dollars per violation. Each act or violation and every day upon which a violation occurs or continues constitutes a separate offense unless stated otherwise in any ordinance. (Ordinance 18-01-02-01; Prior Ord. 88-23 § 5(part), 1988)

1.16.035 MINOR OFFENSE FINE SCHEDULE.

In accordance with as 29.25.070(a), citations for the following offenses may be disposed of as provided in as 12.25.195-.230, without a court appearance, upon payment of the fine amounts listed below plus the state surcharge required by as 12.55.039 and as 29.25.074.

FINES MUST BE PAID TO THE COURT.

If an offense is not listed on a fine schedule, the defendant must appear in court to answer the charges. The Alaska court system's rules of minor offense procedure apply to all offenses listed below. Citations charging these offenses must meet the requirements of minor offense rule 3. If a person charged with one of these offenses appears in court and is found guilty, the penalty imposed for the offense may not exceed the fine amount for that offense listed below.

ORDINANCE FOR INTRODUCTION

ADOPTING THE FINE SCHEDULE FOR ALL VIOLATIONS OF TITLE 15-BUILDINGS AND CONSTRUCTION; CHAPTER 15.04-SETBACKS; REVIEW AND AMENDMENT TO FINES SCHEDULE FOR VIOLATIONS OF TITLE 17-ZONING

Ordinance Number	Ordinance Description	Appearance: Mandatory Optional	Fine Amount for Optional	Max Fine for Mandatory
15.04 SETBACKS				
TBMC 15.04.010	BUILDINGS-LOTS INTERIOR SETBACKS - NON-COMPLIANCE OF SETBACK REQUIREMENTS	OPTIONAL	\$ 150.00	
TBMC 15.04.020 (B)	BUILDINGS-DEVELOPMENT PLANS - DEVELOPMENT PLANS REQUIRED	OPTIONAL	\$ 100.00	
TBMC 15.04.020 (F)	BUILDINGS-DEVELOPMENT PLANS-STOP WORK ORDER - FAILURE TO CEASE DEVELOPMENT AFTER RECEIPT OF STOP WORK ORDER	OPTIONAL	\$ 500.00	
TBMC 15.04.020 (H)	BUILDINGS-DEVELOPMENT PLANS-STOP WORK ORDER - INSTALLATION OF UTILITY HOOKUPS WITHOUT PERMIT	OPTIONAL	\$ 150.00	
15.10 SITE CONTROL				
TBMC 15.10.020	BUILDINGS - SITE CONTROL - NONCOMPLIANCE WITH SLOPE	OPTIONAL	\$ 200.00	
CHAPTER 17.04 PLANNING AND ZONING				
TBMC 17.04.022	RESIDENTIAL ZONE. FAILURE TO SUBMIT DEVELOPMENT PLANS	OPTIONAL	\$150.00 500.00	
TBMC 17.04.022 (B)	RESIDENTIAL ZONE. FAILURE TO OBTAIN CONDITIONAL SPECIAL LAND USE PERMIT	OPTIONAL	\$200.00	
TBMC 17.04.022 (C)	RESIDENTIAL ZONE. PROHIBITED USES	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.022 (D)	RESIDENTIAL ZONE. DEVELOPMENT STANDARDS FAILURE TO ADHERE TO ZONING	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.022 (E)	RESIDENTIAL ZONE. DEVELOPMENT STANDARDS FAILURE TO ADHERE TO ZONING (TRACT B)	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023	DEER CREEK RESIDENTIAL. FAILURE TO SUBMIT DEVELOPMENT PLANS	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023 (B)	DEER CREEK RESIDENTIAL. FAILURE TO OBTAIN SPECIAL LAND USE PERMIT	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023 (C-2)	DEER CREEK RESIDENTIAL. PROHIBITED USES-PRIVATE GARBAGE PITS	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023 (C-3)	DEER CREEK RESIDENTIAL. PROHIBITED USES-STORAGE OF HEAVY EQUIPMENT	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023 (C-4)	DEER CREEK RESIDENTIAL. PROHIBITED USES-STORAGE OF DERELICT VEHICLES OR UNSIGHTLY ACCUMULATION OF PERSONAL PROPERTY	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.023 (C-5)	DEER CREEK RESIDENTIAL. PROHIBITED USES-RAISING OF ANIMALS, LIVESTOCK AND POULTRY	OPTIONAL	\$200.00 \$500.00	
TBMC 17.04.024	MIXED RESIDENTIAL/COMMERCIAL I. PROHIBITED ACTS	OPTIONAL	\$200.00 \$500.00	

ORDINANCE FOR INTRODUCTION

**ORDINANCE 19-09-03-02
CITY OF THORNE BAY**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA - AMENDING
TITLE 15-BUILDINGS AND CONSTRUCTION; CHAPTER 15.04-SETBACKS

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 15-Buildings and Construction; Chapter 15.04-Setbacks, Section 15.04.020-Development Plans, 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 3, 2019

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: August 20, 2019]
[Public Hearing: September 3, 2019]

ADDITIONS ARE BLUE AND CAPITALIZED

~~Deletions are stricken~~

AMENDING THORNE BAY MUNICIPAL CODE
TITLE 15 – BUILDINGS & CONSTRUCTION
CHAPTER 15.04 SETBACKS

15.04.020 DEVELOPMENT PLANS.

- A. Purpose: to make the public aware of setback requirements and eliminate building encroachments into rights-of-ways, easements and other properties.
- B. Plan Required. No structure shall be erected, constructed, enlarged, relocated or extended without a development plan permit issued by the city. No existing use of a structure shall be converted to another use without a permit issued by the city. Failure to submit a development plan shall be a violation of this chapter.
- C. Application. All applications for development plans shall be completed on city forms and accompanied by a site plan that includes:
1. Property boundaries and dimensions;
 2. Scale with north arrow;
 3. All existing and proposed structures and their dimensions;
 4. Distance of structures to all lot lines;
 5. Rights-of-way and easements adjacent to the property;
 6. Off-street parking spaces with their dimensions;
 7. Location of utility poles, and water and sewer lines;
 8. Access and driveways;
 9. Any topographical features that may affect the development of the property;
 10. Proposed use of the new structure and current use of any existing buildings.
 - i. Applications for development plans and driveway site plans shall be kept on file at City Hall. A record of plans shall also be kept on an annual basis.
- D. After a site inspection to confirm the site plan, the city zoning official shall approve or deny the permit within five business days. Decisions of the administrative official may be appealed to the planning commission. See Section 17.04.060.
- E. Complaints and Violations. If a violation occurs, any citizen may file a complaint at City Hall. The **CODE ENFORCEMENT OFFICER OR** city zoning official, **IN THE ABSENCE OF A CODE ENFORCEMENT OFFICER**, shall record and investigate all complaints.

ORDINANCE FOR INTRODUCTION

- F. Stop-work Orders. If any construction work is being done contrary to this provision or without a development plan, the **CODE ENFORCEMENT OFFICER**, city zoning official or the VPSO may issue a stop-work order. This order shall be in writing and shall be posted in a conspicuous location at the building site and shall be sent to the property owner by certified mail. No person may proceed in construction or moving/relocating a building at a site so posted until authorized by the **CODE ENFORCEMENT OFFICER**, city zoning official or VPSO to proceed. A development plan may be revoked if the permit issued is in error based on incorrect information, or the permit is in violation of other regulations or provisions of Thorne Bay Municipal Code.
- G. Exemption from the Development Plan Requirement. Providing all setback requirements are met where applicable, the following structures do not require a development plan:
1. Fences constructed up to the property line;
 2. Retaining walls not over four feet;
 3. Platforms, walls and driveways not more than thirty inches above grade;
 4. Temporary structures such as booths and other similar structures.
- H. Plans Required Prior to Utility Hookup. No hookup for sewer, water, or water meter shall be made for any structure, mobile home or trailer within the city until a development plan is issued.
- I. Penalties for Violations. ~~When a violation of the provisions of this title occur, the property owner shall incur a civil penalty not to exceed one hundred dollars for each day of continuing violation.~~ (Ord. 93-23 § 6(part), 1993)
1. **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**
 2. **IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.**