

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

Tuesday, January 7, 2020

6:30 p.m.

The meeting will be preceded by 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 Clerk Report
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
 - a) December 17, 2019, Regular City Council Meeting Minutes, discussion and action item:
10. NEW BUSINESS:
 - a) Resolution 20-01-07-01, a resolution certifying the annual income and expenditures for the City of Thorne Bay Fiscal Year 2019, July 1, 2018 through June 30, 2019, discussion and action item:
 - b) Resolution 20-01-07-02, a resolution adopting the Alternative Allocation Method for the FY20 Shared Fisheries Business Tax Program, discussion and action item:
 - c) SISD Lease renewal for parking on city property, discussion and action item:
11. ORDINANCE FOR INTRODUCTION:
 - a) Ordinance 20-01-21-01- amending Title 1.16.035-Minor Offense Fine Schedule to include fines for violations in all zones within the city, discussion and action item:
 - b) Ordinance 20-01-21-02 -amending Title 17-Zoning, Chapter 17.04-Planning & Zoning; Section 17.04.050-Enforcement, Violations and Penalties, discussion and action item:
12. ORDINANCE FOR PUBLIC HEARING:
 - a) Ordinance 19-12-17-02, amending Title 2, Chapter 2.24, Section 2.24.060 Annual Leave; & Section 2.24.070, Sick Leave, providing for transfer of leave upon extenuating circumstances, discussion and action item: (I propose a renumbering of this ordinance to reflect: Ordinance 20-01-07-01)

- 13.EXECUTIVE SESSION: The Council May adjourn to executive session
- 14.CONTINUATION OF PUBLIC COMMENT:
- 15.CONTINUATION OF COUNCIL COMMENT:
- 16.ADJOURNMENT:

Posted: January 2, 2020

City Hall (2), Post Office, Riptide, AP Market, USFS, Thorne Bay School
SISD, Davidson Landing

Website: www.thornebay-ak.gov

DRAFT

MINUTES
FOR THE REGULAR MEETING
OF THE CITY COUNCIL
OF THE CITY OF THORNE BAY, ALASKA
COUNCIL CHAMBERS
CITY HALL 120 FREEMAN DRIVE
Tuesday, December 17, 2019
6:30 p.m.

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

1. CALL TO ORDER:

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

2. PLEDGE TO FLAG:

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

3. ROLL CALL:

Those present were:

Burger, Edenfield, Longbotham, Hert & Rhodes

Those who attended by phone were:

McDonald & Williams

4. APPROVAL OF AGENDA:

Burger moved to approve the agenda. Rhodes seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda

F/S: Burger/Rhodes

YEAS: Edenfield, Rhodes, McDonald, Longbotham, Burger, Hert & Williams

NAYS: None

STATUS: Motion Passed.

5. MAYOR'S REPORT:

Burger commented on the following:

- a. Baler – January 2nd baler repair company will be in Thorne Bay
- b. January 9th, City Council, OVK and City of Kasaan's Council will have a meeting in OVK at 10 am.
- c. January 9th, Prothman will be here for a worksession to go over candidates for the Administrator position.

6. ADMINISTRATIVE REPORTS:

a) Administrator Report:

Wayne Benner commented on the following:

- i. The City can break open bales to rebale them instead of having the other communities bring us their garbage.
- i. CBC update on Water upgrades
- ii. Recommended that whatever the council does, we better look at upgraded equipment. Used is ok, but good condition is important.
- iii. VPSO program will be coming forward to the Council with amendments to the MOU. Adjusted to allow the VPSO's to enforce city ordinances.
- iv. Have not heard anything new from Jason Wilson

b) City Clerk Report

Teri Feibel, City Clerk reported on the following:

1. Upcoming closures: City Hall will be closed half day on December 24th and all day on the 25th.
2. City Clerk will be on vacation from January 11th to February 18th and will not be calling into meetings. The clerk reminded the council that when employees are on approved vacation, they cannot be demanded to attend a meeting by telephone from one city councilmember, and that it takes four city council members to authorize actions.
3. Expressed thanks to those who come into the City and work with us to resolve issues, help us brainstorm and ask questions prior to the City Council meetings. The clerk encouraged all of the council to come into City Hall and ask questions and work with the employees to make things better, and not criticize during public meetings only. The more we can talk prior to the meeting, a lot of this could be answered and resolved. We don't always have the answers available on the spot.

Financial Report:

Account	Name	Available Balance
WF Advisors	Money Market	616,542.78
WF Advisors	Security Deposits (CD)	506,242.57
TOTAL	INVESTMENT BALANCES:	1,122,785.35
First Bank	<u>First Bank Checking</u>	\$53,561.21
Tongass FCU	<u>CHECKING</u>	\$55,657.48

Account	Name	Available Balance
WF Advisors	Money Market	616,542.78
WF Advisors	Security Deposits (CD)	506,242.57
TOTAL	INVESTMENT BALANCES:	1,122,785.35
First Bank	First Bank Checking	\$53,561.21
Tongass FCU	<u>HEALTH PREMIUM</u>	<u>\$35,024.43</u>
Tongass FCU	<u>OCCUPANCY GEN.</u>	\$5,017.06
Tongass FCU	<u>OCC TAX EMS/FIR</u>	\$9,656.97
Tongass FCU	<u>OCC TAX TOURISM</u>	\$15,728.86
Tongass FCU	<u>OCC TAX PARKS</u>	\$8,269.15
Tongass FCU	<u>OCC TAX HARBOR</u>	\$16,333.98
Tongass FCU	<u>WATER UTL R&R</u>	\$16,282.67
Tongass FCU	<u>SEWER UTL R&R</u>	\$14,640.64
Tongass FCU	<u>HARBOR R&R</u>	\$79,921.57
Tongass FCU	<u>SOLID WASTE R&R</u>	\$13,974.19
Tongass FCU	<u>60% SALES TAX</u>	<u>\$228,848.75</u>
Tongass FCU	<u>40% SALES TAX</u>	\$116,826.00
	ACCOUNT TOTALS	\$616,181.75

7. DEPARTMENT REPORTS:

a) Water & Sewer Report

Sam Sawyer, Water/Wastewater Supervisor:

For the month of November and December our main goal was to keep the water and sewer plants functional during scheduled shutdowns and make sure we were still providing the town with drinking water and fire suppression.

Furthermore, we completed all water and sewer sampling and testing requirements by the State of Alaska, fixed minor water leaks in town, and performed our winter cleanup of the sewer treatment facility.

In November we had multiple shutdowns of the water plant and one major shutdown of the sewer treatment facility which were coordinated with First City Electric and Schmolck Mechanical.

During the shutdowns in November, a new 8-inch valve going to our water storage tank was installed, our Chlorine and Soda Ash injection points were relocated and the installation of our new Filtomat backwashing module was completed.

Everything went smooth except the installation of the filtomat system which we are still having issues with. DOWL engineering will be present on Wednesday December 18th to try to work out the issues we are having.

During the sewer plant shutdown, all the new plumbing was completed in order to get the new UV system installed, which was completed late last week.

On December 18th the engineers will be here to get it programmed and running.

In the first week of December we received all our new pumps for the water plant and have installed our coagulation pump which is working great.

The main power supplying the water plant was also installed and hooked up and completed by First City electric. Also, our new heating oil tanks were installed, and we are currently plumbing them up to the oil heaters in the water treatment facility.

b) Harbor & Parks Report

Teri Feibel read report for Ron Wendel, Harbormaster:

- Working on maintenance on the harbor skiff
- Helping out with the maintenance on city buildings
- Helping with getting plow trucks ready for snow removal
- Power washed the harbor
- Harbor vehicle was not operating for a couple of weeks. Were able to get it going for now, but it is on its last legs.

c) Streets & Roads Report

Teri Feibel:

Need a new dump truck for sanding and plowing. Working on the vehicles and equipment as everything seems to want to stop working at the same time.

d) Solid Waste Report

Teri Feibel:

The company that will be replacing the Solid Waste Baler will be here on January 2nd to begin the installation. We have the parts needed, and they have scheduled their trip. Should take 4 to 5 days to get the baler operational and run enough garbage through it so our guys are familiar with how it works, and make sure there are no other issues.

e) Library

Laura Clark, Librarian:

- Increased usage and patronage with two added items at the library. One a

birthday party and the other Halloween Haunted house that was about 40. Patron usage is important because that is what the Library Grant is based on. So always looking on ways to increase patronage.

- Wrote a grant proposal to offer code club weekly, that would be hosted via the internet by experts in the field, that would come into the library. We began to the process of book, continuing education and searching for appropriate grants. The library found out in November that we were approved for the Grant. The Friends of the Library jumped in right away, and to support the new activity I met with the Thorne Bay School principal Alan Schwab to discuss the grant and how it could benefit the youth, since he has his finger on the pulse of all of our kids here.
- Library had unexpected closures in November, therefore we are offering Amnesty for the month of December for returning books due to possibility of the dropbox being full.
- New Geocash Space at the Library – With the help of Karen Peterson and her sister we added a geocache to the library, it's a game you can download, and people hide things around, and you have to use the app for the instructions on finding it. Very popular game down in the lower 48. Our library will host two spaces for geocache. One inside and one outside.
- Library has dedicated the first three Fridays as kids day, Sue Sawyer has been coming and reading to the kids from 10 to 12 and we did a Christmas themed crafts from one to three.
- Donation drive - I started a donation drive by sending emails to different organizations like PBS and like anybody that was ever from Alaska or spent time here. So far, the Bob Ross foundation sent us six DVD sets and a book, just for the asking. I will continue to do that and see what we can get.
- Code Club starting up in January - Code Club is ramping up for the start of January, I'm pleased to announce that SISD will also be served by our grant. At the beginning of next semester our code club is to be offered as an elective to the middle and high school students we will not only serve the children of one day but because it's taking place on a Thursday. It'll be available to all the SISD schools.
- Code Club is facilitated by several companies that are seeking new employees on the field, and are taught via games and writing codes for games, they learned by doing so they build their own video games they build their own code, they build their own programs by challenges and games that they play in a webinar. Next semester Code Club will be offered to SISD Schools on Thursdays.
- Repairs & Maintenance - We had our toilet crack and were able to get a new one after notifying the City of the issue. We had a brand-new computer that malfunctioned right away, so we had to reinstall a hard drive. We then found the City will have to have their computer tech work on the computer for the warranty. We've asked the city to add non slip shingles around the front door where is it really slippery.

8. PUBLIC COMMENTS:

Brad Clark commented on the following:

- Museum – moved toward group called thorne bay historical society. Meeting every first and third Saturday @ 1p.m.. Process of putting together an exhibit for three days in April of next year. Will be displayed at the church.

Jim McFarland commented on the following:

- December 18th Community Christmas Dinner @ 6pm– Post cards were sent in the mail that provided you with what you needed to bring. Bring enough for people to eat.

9. COUNCIL COMMENTS:

Roger Longbotham commented on the following:

- Thank you to Wayne for being on the phone today, had questions about the truck

Rosalyn Hert commented on the following:

- When will prothman have update?

10. CONSENT AGENDA:

a) December 3, 2019, Regular City Council Meeting Minutes, discussion and action item: Burger moved to approve the consent agenda. Longbotham seconded the motion. There was no further discussion.

MOTION: Move to approve the minutes for the December 3, 2019, Regular City Council Meeting
F/S: Burger/Longbotham
YEAS: Edenfield, Rhodes, McDonald, Longbotham, Burger, Hert & Williams
NAYS: None
STATUS: Motion Passed.

11. NEW BUSINESS:

None

12. ORDINANCE FOR PUBLIC HEARING:

- a) **Ordinance 19-12-17-01**, amending Title 2-Administration & Personnel, Chapters 2.08-Mayor & Chapter 2.28-Elections, adopting procedures for Mayoral Elections; discussion and action item:

Burger moved to approve Ordinance 19-12-17-01. Longbotham seconded the motion. Rhodes commented that the amendment was removing the one-year requirement for the mayor. There was no further discussion.

MOTION: Move to approve Ordinance 19-12-17-01
F/S: Burger/Longbotham
YEAS: Longbotham, McDonald, Rhodes, Burger, Hert & Williams
NAYS: Edenfield
STATUS: Motion Passed.

- b) **Ordinance 19-12-17-02**, amending Title 2, Chapter 2.24, Section 2.24.060 Annual Leave; & Section 2.24.070, Sick Leave, providing for transfer of leave upon extenuating circumstances, discussion and action item:

Burger moved to approve Ordinance 19-12-17-02. Longbotham seconded the motion. There was clarification on the donation of leave be on the ground that all Sick and Vacation leave had been used up. Ordinance will have one more public hearing to make sure the public is aware of the purpose.

MOTION: Move to approve Ordinance 19-12-17-02
F/S: Burger/Longbotham
YEAS: McDonald, Longbotham, Burger, Edenfield, Rhodes, Hert & Williams
NAYS: None
STATUS: Motion Passed.

13. EXPENDITURES EXCEEDING \$2,000.00:

- a) Expenditure of \$70,000.00, for purchase of 1998 International S2674 single axle dump truck #4711 & Sander, discussion and action item:

Burger moved to postpone purchase of dump truck and sander. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to postpone purchase of dump truck and sander
F/S: Burger/Edenfield
YEAS: Burger, Williams, Longbotham, Edenfield, Rhodes, McDonald & Hert
NAYS: None
STATUS: Motion Passed.

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

None

15. CONTINUATION OF PUBLIC COMMENT:

None

16. CONTINUATION OF COUNCIL COMMENT:

Ben Williams commented on the following:

- I am wishing for you to instruct administration to solicit prices for new truck and sander. I will vote against and used equipment. We don't have the personnel to keep that running. This equipment is vital to the health and safety to the community.

CONTINUATION OF COUNCIL COMMENT:

Longbotham commented on the following:

- Suggested looking into certified used equipment.

Williams added following comment:

- Look into finding repo equipment. This time of year, 2020 are coming out, may be that we could get a deal on the 2019.

Eric Rhodes commented on the following:

- Wayne estimated 129k for new truck. I would support something lightly used, but hard. Older trucks may cause a lot of problems, support lightly used, but how long does an older truck last.

17. ADJOURNMENT:

Burger adjourned the meeting at 7:17 p.m.

Lee Burger, Vice Mayor

ATTEST:

Teri Feibel, CMC

CITY OF THORNE BAY
RESOLUTION 20-01-07-01

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
CERTIFYING THE ANNUAL CERTIFIED FINANCIAL STATEMENT OF REVENUES AND
AUTHORIZED EXPENDITURES FOR THE YEAR ENDING JUNE 30, 2019

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

WHEREAS, the City of Thorne Bay, is a recognized second-class city; and

WHEREAS, second class cities are required by AS 29.20.640(a)(2) to submit a Certified Financial Statement of income and expenditures or audit for the year ending June 30, 2019, to the Department of Commerce, Community, and Economic Development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thorne Bay, Alaska; that the attached Certified Financial Statement of Thorne Bay, Alaska; for the year ending June 30, 2019, and prepared by Teri Feibel, City Clerk, is true and complete to the best of our knowledge.

ADOPTED by a duly constituted quorum of the City Council of Thorne Bay, Alaska, this 7th day of January 2020

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC, City Clerk/Treasurer

<u>OPERATING BUDGET</u>	<u>FY18 BUDGET</u>	<u>FY19 Budget</u>	<u>FY19 ACTUAL AS OF June 13</u>
Income	\$ 1,252,990.00	\$ 1,401,763.23	\$ 1,499,588.59
Expense	\$ 1,250,589.40	\$ 1,376,262.86	\$ 1,332,945.11
NET Operating Income:	\$ 2,400.60	\$ 25,500.37	\$ 166,643.48

<u>Class List:</u>	<u>Income:</u>	<u>Expense:</u>	<u>Net:</u>	<u>Revenue Distribution:</u>
Admin & Finance FY19 Actual:	\$ 768,617.15	\$ 395,587.93	\$ 373,029.22	\$ 373,029.22
City Council FY19 Actual:	\$ 300.00	\$ 27,359.76	\$ (27,059.76)	\$ 345,969.46
City Planning Zoning	\$ -	\$ -	\$ -	\$ 345,969.46
EMS FY19 Actual	\$ 15,989.98	\$ 27,738.32	\$ (11,748.34)	\$ 334,221.12
Fire FY19 Actual	\$ 15,164.42	\$ 10,380.17	\$ 4,784.25	\$ 339,005.37
Harbor FY19 Actual:	\$ 105,209.05	\$ 106,639.55	\$ (1,430.50)	\$ 337,574.87
VPSO FY19 Actual:	\$ 11,500.00	\$ 9,115.33	\$ 2,384.67	\$ 339,959.54
Library FY19 Actual:	\$ 4,606.91	\$ 7,434.39	\$ (2,827.48)	\$ 337,132.06
Parks Rec FY19 Actual:	\$ 56,107.43	\$ 64,592.53	\$ (8,485.10)	\$ 328,646.96
RV Park FY19 Actual:	\$ 14,767.52	\$ 4,280.19	\$ 10,487.33	\$ 339,134.29
Streets Roads FY19 Actual:	\$ 59,633.78	\$ 159,289.40	\$ (99,655.62)	\$ 239,478.67
Solid Waste FY19 Actual:	\$ 135,402.91	\$ 216,061.31	\$ (80,658.40)	\$ 158,820.27
Sewer FY19 Actual:	\$ 141,241.30	\$ 127,228.94	\$ 14,012.36	\$ 172,832.63
Water FY19 Actual:	\$ 157,087.04	\$ 177,237.29	\$ (20,150.25)	\$ 152,682.38
Occupancy Tax FY 19 Actual	\$ 13,961.10	\$ -	\$ 13,961.10	\$ 166,643.48
FY19 Certified Income/Expense:	\$ 1,499,588.59	\$ 1,332,945.11		\$ 166,643.48
FY19 Actual Net Income:			166,643.48	
TRANSFER FROM RESERVES:(Transfer to Enterprise Savings Accounts (R&R Accounts) Water, Sewer, Solid Waste, Harbor.			(166,643.48)	
TOTAL OPERATING BUDGET:			0.00	

ADMIN & FINANCE

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Liquor Share Tax</i>	0.00	1,500.00	100.0%
<i>Payment in Lieu of Taxes</i>	150,000.00	141,710.08	94.47%
<i>Community Aide Assistance</i>	36,000.00	34,000.00	94.44%
Total State Revenues	186,000.00	177,210.08	95.27%
Services Availability		234.50	
Finance Charge Income	2,000.00	872.65	43.63%
Interest Income	6,419.70	25,283.10	393.84%
Animal Fees	600.00	400.00	66.67%
ATV Fees	800.00	900.00	112.5%
Election Income	600.00	600.00	100.0%
Equipment Rentals	150.00	0.00	0.0%
Fees & Permits	30,000.00	20,552.95	68.51%
Halibut Charter Permit	200.00	250.00	125.0%
Income	1,000.00	259.72	25.97%
Land Payment Interest	2,600.00	1,247.52	47.98%
Land Sales	4,500.00	108,824.33	2,418.32%
Landing Fees	200.00	0.00	0.0%
Miscellaneous Income			
<i>Copier/Fax</i>	200.00	110.50	55.25%
<i>Miscellaneous Income - Other</i>	6,500.00	599.25	9.22%
Total Miscellaneous Income	6,700.00	709.75	10.59%
Notary/Lamination	750.00	827.00	110.27%
Occupancy Tax	13,000.00	0.00	0.0%
Passport Services	1,600.00	544.18	34.01%
Refundable Deposits	0.00	2,239.06	100.0%
Rental	30,000.00	26,952.93	89.84%
Sales Tax	385,820.96	400,709.38	103.86%
Total Income	672,940.66	768,617.15	114.22%

Expense			
Bond Reinvestment	0.00	906.90	100.0%
Advertising and Promotion	1,850.00	1,882.73	101.77%
Bad Debt	0.00	835.69	100.0%
Bank Service Charges	300.00	350.96	116.99%
Bldg/Grnd Maint Repair	1,000.00	767.11	76.71%
Computer/Software	1,500.00	4,353.37	290.23%

Contract Labor	2,000.00	925.92	46.3%
Credit Card Merchant Fees	3,543.64	4,209.46	118.79%
Dues and Subscriptions	1,800.00	4,318.38	239.91%
Election Expenses	250.00	0.00	0.0%
Electricity	3,815.34	3,469.81	90.94%
Equipment Maint & Repair	150.00	0.00	0.0%
Equipment Purchase	1,250.00	656.25	52.5%
Fees & Permit	100.00	1.00	1.0%
Heating Fuel	5,000.00	4,965.66	99.31%
Insurance Expense			
<i>AML/Insurance</i>	<i>18,500.00</i>	<i>21,219.00</i>	<i>114.7%</i>
Total Insurance Expense	18,500.00	21,219.00	114.7%
Internet Use	2,200.00	2,528.85	114.95%
Legal Services	3,500.00	12,125.00	346.43%
Materials and Supplies	6,000.00	3,096.96	51.62%
Miscellaneous Expense	125.00	14.74	11.79%
Payroll Expenses			
<i>Life Insurance</i>	<i>356.72</i>	<i>366.82</i>	<i>102.83%</i>
<i>Worker's Compensation</i>	<i>1,850.00</i>	<i>1,491.00</i>	<i>80.6%</i>
<i>Health Insurance</i>	<i>27,205.63</i>	<i>28,858.89</i>	<i>106.08%</i>
<i>HSA Company</i>	<i>12,091.82</i>	<i>11,686.21</i>	<i>96.65%</i>
<i>Payroll Taxes</i>	<i>6,329.11</i>	<i>5,086.40</i>	<i>80.37%</i>
<i>PERS</i>	<i>50,475.40</i>	<i>46,922.95</i>	<i>92.96%</i>
<i>Payroll Expenses - Other</i>	<i>237,680.31</i>	<i>228,359.74</i>	<i>96.08%</i>
Total Payroll Expenses	335,988.99	322,772.01	96.07%
Postage and Freight	2,000.00	1,961.22	98.06%
Telephone	3,400.00	3,477.60	102.28%
Testing	150.00	0.00	0.0%
Training	1,200.00	0.00	0.0%
Travel Expense	6,000.00	749.31	12.49%
Total Expense	401,622.97	395,587.93	98.5%
Net Income	271,317.69	373,029.22	137.49%

CITY COUNCIL

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	3,000.00	0.00	0%
Total State Revenues	3,000.00	0.00	0%
Derby Donation	500.00	0.00	0%
Election Income	200.00	300.00	150%
Fees & Permits	100.00	0.00	0%
Miscellaneous Income			
<i>Copier/Fax</i>		0.00	0%
<i>Miscellaneous Income - Other</i>	500.00	0.00	7%
Total Miscellaneous Income	500.00	0.00	7%
Total Income	4,300.00	300.00	

Expense			
Advertising and Promotion	350.00	174.99	50%
Computer/Software	0.00	936.83	93683000%
Donations	3,000.00	2,572.86	86%
Dues and Subscriptions	2,500.00	1,759.50	70%
Election Expenses	150.00	24.24	16%
Materials and Supplies	250.00	230.96	92%
Payroll Expenses			
<i>Payroll Taxes</i>	2,227.13	1,466.47	66%
<i>Payroll Expenses - Other</i>	20,400.00	19,062.00	93%
Total Payroll Expenses	22,627.13	20,528.47	91%
Postage and Freight	50.00	152.88	306%
Telephone	320.82	212.71	66%
Training	1,500.00	0.00	0%
Travel Expense	4,000.00	766.32	19%
Total Expense	34,747.95	27,359.76	79%
Net Income	-30,447.95	-27,059.76	89%

EMS

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	12,500.00	13,099.90	1.05
Total State Revenues	12,500.00	13,099.90	1.05
Donation Income	1,500.00	1,074.25	0.72
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	2,000.00	1,815.83	0.91
Total Miscellaneous Income	2,000.00	1,815.83	1.00
Total Income	16,000.00	15,989.98	1.00

Expense	Budget	Jul '18 - Jun 19	% of Budget
Business Licenses and Permits	10.00	0.00	0%
Contract Labor	10,000.00	12,500.00	125%
Electricity	1,037.12	632.85	61%
Heating Fuel	900.00	739.92	82%
Insurance Expense			
<i>AML/Insurance</i>	700.00	1,361.00	194%
Total Insurance Expense	700.00	1,361.00	194%
Internet Use	350.00	299.90	86%
Materials and Supplies	600.00	954.66	159%
Payroll Expenses			
<i>Worker's Compensation</i>	0.00	151.00	100%
<i>Payroll Taxes</i>	0.00	791.64	100%
<i>Payroll Expenses - Other</i>	0.00	9,175.00	100%
Total Payroll Expenses	0.00	10,117.64	100%
Postage and Freight	20.00	0.00	0%
Telephone	700.00	692.52	99%
Vehicle Fuel	100.00	389.84	390%
Vehicle Maintenance	125.00	49.99	40%
Total Expense	14,542.12	27,738.32	191%
Net Income	1,457.88	-11,748.34	-806%

FIRE

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	12,500.00	13,000.00	104%
Total State Revenues	12,500.00	13,000.00	104%
Donation Income	600.00	1,524.00	254%
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	2,500.00	640.42	26%
Total Miscellaneous Income	2,500.00	640.42	97%
Total Income	15,600.00	15,164.42	97%

Expense	Budget	Jul '18 - Jun 19	% of Budget
Contract Labor	500.00	507.80	102%
Dues and Subscriptions	25.00	0.00	0%
Electricity	2,000.00	1,332.47	67%
Equipment Maint & Repair	500.00	110.00	22%
Equipment Purchase	500.00	0.00	0%
Equipment Rental	300.00	0.00	0%
Heating Fuel	1,300.00	739.90	57%
Insurance Expense			
<i>AML/Insurance</i>	2,950.00	2,132.17	72%
Total Insurance Expense	2,950.00	2,132.17	72%
Materials and Supplies	750.00	602.39	80%
Payroll Expenses			
<i>Worker's Compensation</i>	3,300.00	2,563.90	78%
<i>Payroll Taxes</i>	112.08	103.80	93%
<i>Payroll Expenses - Other</i>	1,200.00	1,200.00	100%
Total Payroll Expenses	4,612.08	3,867.70	84%
Postage and Freight	800.00	0.00	0%
Telephone	700.00	690.97	99%
Vehicle Fuel	275.00	36.77	13%
Vehicle Maintenance	500.00	360.00	72%
Total Expense	15,712.08	10,380.17	66%
Net Income	-112.08	4,784.25	-4269%

HARBOR

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Fishery Tax Receipts</i>	3,500.00	2,730.11	78%
Total State Revenues	3,500.00	2,730.11	78%
Reconnection Fee-Live-a-Board Standby	0.00	60.00	0%
Services Availability	0.00	870.72	
Interest Income	60.00	69.29	115%
Donation Income		1.50	
Davidson Landing Fees	17,500.00	21,115.27	121%
Fees & Permits	100.00	802.02	802%
Grid Fees	300.00	0.00	0%
Harbor Fees	51,386.54	61,211.89	119%
Harbor Showers	2,000.00	2,263.50	113%
Landing Fees	0.00	130.00	100%
Live-aboard Fees	23,403.32	7,798.29	33%
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	200.00	1,498.67	749%
Total Miscellaneous Income	200.00	1,498.67	
Refundable Deposits	0.00	3,063.28	100%
Sales Tax	3,500.00	3,594.51	103%
Total Income	101,949.86	105,209.05	103%

Expense			
Bad Debt	0.00	22.57	100%
Bldg/Grnd Maint Repair	175.00	30.10	17%
Computer/Software	0.00	59.95	100%
Contract Labor	750.00	543.41	72%
Dues and Subscriptions	150.00	150.00	100%
Electricity	10,500.00	11,149.22	106%
Equipment Maint & Repair	250.00	299.45	120%
Equipment Purchase	1,200.00	854.63	71%
Harbor Replacement expense	0.00	3,195.31	100%
Harbor Replacement Fund	2,000.00	11,070.00	554%
Insurance Expense			
<i>AML/Insurance</i>	3,150.00	3,254.00	103%
Total Insurance Expense	3,150.00	3,254.00	103%
Internet Use	575.00	499.50	87%
Materials and Supplies	1,000.00	1,436.47	144%
Miscellaneous Expense	100.00	108.03	108%

Payroll Expenses			
<i>Life Insurance</i>	89.18	103.36	116%
<i>Worker's Compensation</i>	4,300.00	3,475.00	81%
<i>Health Insurance</i>	13,395.55	13,631.65	9%
<i>HSA Company</i>	6,000.00	4,349.53	72%
<i>Payroll Taxes</i>	1,910.95	1,354.22	71%
<i>PERS</i>	7,665.50	7,462.39	97%
<i>Payroll Expenses - Other</i>	42,883.20	41,515.55	126%
Total Payroll Expenses	76,244.38	71,891.70	94%
Postage and Freight	100.00	84.51	85%
Telephone	300.00	375.27	125%
Training	0.00	89.00	100%
Vehicle Fuel	750.00	1,280.62	171%
Vehicle Maintenance	250.00	245.81	98%
Total Expense	97,494.38	106,639.55	109%
Net Income	4,455.48	-1,430.50	-32%

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LANDSLIDE

Income	Budget	Jul '18 - Jun 19	% of Budget
Harbor Fees	0.00	2,094.60	100.0%
Total Income	0.00	2,094.60	100.0%

Expense			
Debt Forgiveness	0.00	3,519.24	100.0%
Contract Labor	0.00	10,000.00	100.0%
Payroll Expenses			
<i>Life Insurance</i>	<i>0.00</i>	<i>22.86</i>	<i>100.0%</i>
<i>Health Insurance</i>	<i>0.00</i>	<i>311.05</i>	<i>100.0%</i>
<i>HSA Company</i>	<i>0.00</i>	<i>809.07</i>	<i>100.0%</i>
<i>Payroll Taxes</i>	<i>0.00</i>	<i>323.75</i>	<i>100.0%</i>
<i>PERS</i>	<i>0.00</i>	<i>3,033.34</i>	<i>100.0%</i>
<i>Payroll Expenses - Other</i>	<i>0.00</i>	<i>16,241.44</i>	<i>100.0%</i>
Total Payroll Expenses	0.00	20,741.51	100.0%
Total Expense	0.00	34,260.75	100.0%
Net Income	0.00	-32,166.15	100.0%

LAW ENFORCEMENT

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	12,500.00	11,500.00	92%
Total State Revenues	12,500.00	11,500.00	92%
Total Income	12,500.00	11,500.00	92%

Expense			
DARE	500.00	0.00	0%
Dues and Subscriptions	25.00	10.00	40%
Electricity	600.00	352.53	59%
Equipment Maint & Repair	100.00	0.00	0%
Heating Fuel	1,500.00	376.97	25%
Insurance Expense			
<i>AML/Insurance</i>	1,575.00	1,522.00	97%
Total Insurance Expense	1,575.00	1,522.00	97%
Materials and Supplies	200.00	196.77	98%
Miscellaneous Expense	250.00	0.00	0%
Payroll Expenses			
<i>Payroll Taxes</i>	642.60	242.20	38%
<i>Payroll Expenses - Other</i>	8,400.00	2,800.00	33%
Total Payroll Expenses	9,042.60	3,042.20	34%
Postage and Freight	150.00	60.80	41%
Telephone	1,500.00	1,503.72	100%
Vehicle Fuel	2,750.00	1,970.66	72%
Vehicle Maintenance	300.00	79.68	27%
Total Expense	18,492.60	9,115.33	49%
Net Income	-5,992.60	2,384.67	-40%

LIBRARY

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	3,500.00	3,500.00	100%
Total State Revenues	3,500.00	3,500.00	100%
Donation Income	500.00	223.17	45%
Fees & Permits	200.00	303.63	152%
Library Deposit	0.00	20.00	100%
Miscellaneous Income			
<i>Copier/Fax</i>	50.00	275.11	550%
<i>Miscellaneous Income - Other</i>	0.00	280.00	100%
Total Miscellaneous Income	50.00	555.11	110%
Notary/Lamination	0.00	5.00	
Total Income	4,250.00	4,606.91	108%
Expense			
Bldg/Grnd Maint Repair	150.00	0.00	0%
Contract Labor	225.00	760.97	338%
Dues and Subscriptions	100.00	174.00	174%
Electricity	1,500.00	1,463.35	98%
Equipment Maint & Repair	100.00	100.00	100%
Equipment Purchase	125.00	25.00	20%
Furniture, Equip & Computers	75.00	0.00	0%
Heating Fuel	575.00	651.12	113%
Insurance Expense			
<i>AML/Insurance</i>	150.00	126.00	84%
Total Insurance Expense	150.00	126.00	84%
Internet Use	700.00	50.00	7%
Materials and Supplies	500.00	510.34	102%
Miscellaneous Expense	100.00	139.40	139%
Payroll Expenses			
<i>Per Diem</i>	0.00	-339.90	
<i>Payroll Taxes</i>	224.90	252.23	112%
<i>Payroll Expenses - Other</i>	2,600.00	2,916.01	112%
Total Payroll Expenses	2,824.90	2,828.34	100%
Postage and Freight	175.00	90.12	51%
Reimbursed Expense	0.00	27.85	
Telephone	350.00	300.90	86%
Total Expense	7,649.90	7,247.39	95%
Net Income	-3,399.90	-2,827.48	83%

PARKS & REC

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>Community Aide Assistance</i>	10,150.00	10,150.00	100%
Total State Revenues	10,150.00	10,150.00	100%
Community Investment Returns	10,176.72	9,319.60	92%
Interest Income	20.35	2.69	13%
1% Sales Tax	25,000.00	36,635.00	0%
Land Payment Interest		0.14	
Rental	300.00	0.00	0%
Sales Tax	125.00	0.00	0%
Total Income	45,772.07	56,107.43	43%
Expense			
Contract Labor	150.00	1,049.25	700%
Electricity	1,000.00	1,114.66	111%
Equipment Maint & Repair	200.00	49.98	25%
Equipment Purchase	200.00	0.00	0%
Equipment Rental	100.00	0.00	0%
Fees & Permit	50.00	0.00	0%
Heating Fuel	1,800.00	422.19	23%
Insurance Expense			
<i>AML/Insurance</i>	550.00	616.00	112%
Total Insurance Expense	550.00	616.00	112%
Materials and Supplies	1,200.00	355.71	30%
Miscellaneous Expense	0.00	0.26	100%
Payroll Expenses			
<i>Life Insurance</i>	89.13	0.00	0%
<i>Worker's Compensation</i>	650.00	2,313.23	356%
<i>Payroll Taxes</i>	1,806.43	1,735.00	96%
<i>PERS</i>	5,152.26	0.00	0%
<i>Payroll Expenses - Other</i>	54,550.00	20,057.61	37%
Total Payroll Expenses	62,247.82	24,105.84	39%
Postage and Freight	400.00	47.00	12%
Repairs and Maintenance	100.00	0.00	0%
Sales Tax 1% (Community Development Fund)	0.00	36,635.00	100%
Vehicle Fuel	450.00	196.64	44%
Total Expense	68,447.82	64,592.53	94%
Net Income	-22,675.75	-8,485.10	199%

RV PARK

Income	Budget	Jul '18 - Jun 19	% of Budget
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	100.00	0.00	0%
Total Miscellaneous Income	100.00	0.00	0%
Occupancy Tax	30,000.00	0.00	0%
Refundable Deposits	0.00	-500.00	100%
RV Park Fees	26,000.00	14,344.37	55%
Sales Tax	1,560.00	923.15	59%
Total Income	57,660.00	14,767.52	26%

Expense	Budget	Jul '18 - Jun 19	% of Budget
Bad Debt	0.00	1,546.93	0%
Bldg/Grnd Maint Repair	200.00	0.00	100%
Contract Labor	50,000.00	1,428.31	0%
Dues and Subscriptions	125.00	75.00	3%
Electricity	650.00	731.94	60%
Equipment Maint & Repair	300.00	0.00	113%
Insurance Expense			
<i>AML/Insurance</i>	175.00	150.00	0%
Total Insurance Expense	175.00	150.00	86%
Materials and Supplies	150.00	348.01	86%
Miscellaneous Expense	75.00	0.00	232%
Postage and Freight	25.00	0.00	0%
Total Expense	51,700.00	4,280.19	0%
Net Income	5,960.00	10,487.33	176%

STREETS AND ROADS

Income	Budget	Jul '18 - Jun 19	% of Budget
State Revenues			
<i>National Forest Receipts</i>	6,500.00	59,248.78	912%
Total State Revenues	6,500.00	59,248.78	912%
1% Sales Tax	60,000.00	0.00	0%
Fees & Permits	500.00	385.00	77%
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	4,000.00	0.00	0%
Total Miscellaneous Income	4,000.00	0.00	0%
Sales Tax	50.00	0.00	0%
Total Income	71,050.00	59,633.78	84%
Expense			
Contract Labor	55,000.00	42,076.15	77%
Dues and Subscriptions	50.00	10.00	20%
Electricity	3,800.00	3,292.90	87%
Equipment Maint & Repair	6,100.00	9,275.04	152%
Equipment Purchase	3,000.00	2,896.80	97%
Equipment Rental	300.00	0.00	0%
Heating Fuel	3,200.00	1,982.14	62%
Insurance Expense			
<i>AML/Insurance</i>	6,000.00	4,960.00	83%
Total Insurance Expense	6,000.00	4,960.00	83%
Materials and Supplies	3,000.00	2,823.78	94%
Miscellaneous Expense	200.00	0.00	0%
Payroll Expenses			
<i>Life Insurance</i>	89.18	109.51	123%
<i>Worker's Compensation</i>	8,300.00	8,045.00	97%
<i>Health Insurance</i>	0.00	13,616.21	100%
<i>HSA Company</i>	6,000.00	6,028.87	100%
<i>Payroll Taxes</i>	1,056.91	979.23	93%
<i>PERS</i>	9,490.62	9,872.74	104%
<i>Payroll Expenses - Other</i>	43,139.20	44,950.76	133%
Total Payroll Expenses	68,075.91	83,602.32	123%
Postage and Freight	2,200.00	1,527.84	69%
Vehicle Fuel	6,000.00	5,582.47	81%
Vehicle Maintenance	4,500.00	1,259.96	28%
Total Expense	161,425.91	159,289.40	99%
Net Income	-90,375.91	-99,655.62	110%

SEWER

Income	Budget	Jul '18 - Jun 19	% of Budget
Miscellaneous Income			
<i>Copier/Fax</i>		0.00	0%
<i>Miscellaneous Income - Other</i>	100.00	0.00	0%
Total Miscellaneous Income	100.00	0.00	0%
Sales Tax	4,800.00	5,970.07	124%
Sewer Fees	120,340.64	135,271.23	112%
Total Income	125,240.64	141,241.30	113%

Expense			
Bad Debt	0.00	422.67	100%
Bldg/Grnd Maint Repair	300.00	0.00	0%
Chemicals	3,500.00	5,913.00	169%
Contract Labor	3,500.00	3,500.00	100%
Dues and Subscriptions	1,350.00	0.00	0%
Electricity	26,000.00	29,877.39	115%
Equipment Maint & Repair	1,500.00	1,631.91	109%
Equipment Purchase	2,000.00	1,554.96	78%
Fees & Permit	25.00	1,280.00	5120%
Heating Fuel	2,000.00	4,082.85	204%
Insurance Expense			
<i>AML/Insurance</i>	6,000.00	6,105.00	102%
Total Insurance Expense	6,000.00	6,105.00	102%
Materials and Supplies	3,000.00	1,561.51	52%
Miscellaneous Expense	0.00	373.62	100%
Payroll Expenses			
<i>Life Insurance</i>	89.18	54.08	61%
<i>Worker's Compensation</i>	2,850.00	3,053.57	107%
<i>Health Insurance</i>	13,395.55	8,823.55	7%
<i>HSA Company</i>	6,000.00	3,000.01	50%
<i>Payroll Taxes</i>	1,090.03	2,025.34	186%
<i>PERS</i>	9,788.06	4,587.68	47%
<i>Payroll Expenses - Other</i>	44,491.20	39,213.45	88%
Total Payroll Expenses	77,704.02	60,757.68	78%
Postage and Freight	1,250.00	1,441.26	115%
Telephone	600.00	212.77	35%
Testing	7,500.00	7,350.00	98%
Training	500.00	1,000.00	200%
Travel Expense	400.00	0.00	0%
Vehicle Fuel	200.00	164.32	82%

Vehicle Maintenance	200.00	0.00	0%
Total Expense	137,529.02	127,228.94	93%
Net Income	-12,288.38	14,012.36	-114%

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SOLID WASTE

Income	Budget	Jul '18 - Jun 19	% of Budget
Fees & Permits	0.00	30.00	100%
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	250.00	0.00	0%
Total Miscellaneous Income	250.00	0.00	0%
Refundable Deposits	0.00	82.00	100%
Sales Tax	7,800.00	4,874.09	62%
Solid Waste Fees	130,000.00	130,416.82	100%
Total Income	138,050.00	135,402.91	98%

Expense			
Bad Debt	0.00	328.40	100%
Bldg/Grnd Maint Repair	500.00	0.00	0%
Contract Labor	2,500.00	1,170.79	47%
Dues and Subscriptions	250.00	610.00	244%
Electricity	9,200.00	8,284.59	90%
Equipment Maint & Repair	3,500.00	16,152.55	462%
Equipment Purchase	5,000.00	1,082.07	22%
Equipment Rental	400.00	0.00	0%
Heating Fuel	6,500.00	3,908.98	60%
Insurance Expense			
<i>AML/Insurance</i>	750.00	1,474.00	197%
Total Insurance Expense	750.00	1,474.00	197%
Materials and Supplies	2,500.00	1,335.44	53%
Miscellaneous Expense	45,973.06	37,694.80	82%
Payroll Expenses			
<i>Life Insurance</i>	89.18	208.65	234%
<i>Worker's Compensation</i>	5,031.00	2,748.00	55%
<i>Health Insurance</i>	17,410.17	17,632.45	12%
<i>HSA Company</i>	6,000.00	5,742.06	96%
<i>Payroll Taxes</i>	2,297.79	1,975.52	86%
<i>PERS</i>	20,633.18	20,195.01	98%
<i>Payroll Expenses - Other</i>	93,787.20	91,126.32	114%
Total Payroll Expenses	145,248.52	139,628.01	96%
Postage and Freight	250.00	288.74	115%
Testing	2,500.00	0.00	0%
Vehicle Fuel	2,500.00	3,080.47	123%
Vehicle Maintenance	1,500.00	1,022.47	68%
Total Expense	229,071.58	216,061.31	94%
Net Income	-91,021.58	-80,658.40	89%

WATER

Income	Budget	Jul '18 - Jun 19	% of Budget
Services Availability	0.00	4,633.04	0%
Fees & Permits	0.00	125.00	100%
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>250.00</i>	<i>0.00</i>	<i>0%</i>
Total Miscellaneous Income	250.00	0.00	0%
Sales Tax	6,200.00	6,311.90	102%
Water Fees	130,000.00	146,017.10	112%
Total Income	136,450.00	157,087.04	115%

Expense	Budget	Jul '18 - Jun 19	% of Budget
Bad Debt	0.00	580.17	100%
Bldg/Grnd Maint Repair	350.00	0.00	0%
Chemicals	8,500.00	8,217.75	97%
Contract Labor	2,000.00	24,465.53	1223%
Dues and Subscriptions	800.00	730.75	91%
Electricity	11,250.00	12,585.98	112%
Equipment Maint & Repair	3,200.00	69.55	2%
Equipment Purchase	1,500.00	6,491.08	433%
Fees Permits	0	99.00	
Heating Fuel	7,500.00	8,168.38	109%
Insurance Expense			
<i>AML/Insurance</i>	<i>4,500.00</i>	<i>4,695.00</i>	<i>104%</i>
Total Insurance Expense	4,500.00	4,695.00	104%
Materials and Supplies	7,000.00	5,418.52	77%
Payroll Expenses			
<i>Life Insurance</i>	<i>89.18</i>	<i>108.16</i>	<i>121%</i>
<i>Worker's Compensation</i>	<i>3,800.00</i>	<i>3,100.00</i>	<i>82%</i>
<i>Health Insurance</i>	<i>17,320.99</i>	<i>13,380.12</i>	<i>7%</i>
<i>HSA Company</i>	<i>4,846.15</i>	<i>6,000.02</i>	<i>124%</i>
<i>Payroll Taxes</i>	<i>1,019.20</i>	<i>1,181.63</i>	<i>116%</i>
<i>PERS</i>	<i>4,576.00</i>	<i>12,663.30</i>	<i>277%</i>
<i>Payroll Expenses - Other</i>	<i>43,200.00</i>	<i>58,358.58</i>	<i>163%</i>
Total Payroll Expenses	74,851.52	94,791.81	127%

WATER CONTINUED

EXPENSE CONTINUED:	Budget	Jul '18 - Jun 19	% of Budget
Postage and Freight	4,500.00	3,196.78	71%
Reimbursed Expense		65.40	
Telephone	125.00	0.00	0%
Testing	8,000.00	4,199.13	52%
Training	400.00	475.00	119%
Travel Expense	500.00	1,025.00	205%
Vehicle Fuel	2,500.00	1,962.46	78%
Vehicle Maintenance	350.00	0.00	0%
Total Expense	137,826.52	177,237.29	129%
Net Income	-1,376.52	-20,150.25	1464%

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CITY OF THORNE BAY
RESOLUTION 20-01-07-02

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA; ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY20 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 19, SOUTHERN SOUTHEAST

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

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY 20 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development that the municipality suffered significant effects during calendar year 2018 from fisheries business activities; and,

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

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

WHEREAS, the City of Thorne Bay proposes to use an alternative allocation method for allocation of FY20 funding available within the FMA 19: Southern Southeast Area in agreement with all other municipalities in this area participating in the FY20 Shared Fisheries Business Tax Program;

NOW THEREFORE BE IT RESOLVED THAT: The Thorne Bay City Council through this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2018 of fisheries business activity in FMA 19: Southern Southeast Area:

- All municipalities share equally 50% of allocation; all municipalities share remaining 50% on a per capita basis.
- Ketchikan Gateway Borough population is reduced by the Resolution of the Cities of Ketchikan and Saxman

PASSED and APPROVED by a duty constituted quorum of the City Council for the City of Thorne Bay, this 7th day of January 2020.

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

FMA 19: Southern Southeast Area					LONG
	Total allocation:	50% Divided	50% per capita		
	\$11,736.93	\$5,868.46	\$5,868.46		
Community	Population	50% divided share	50% per capita share	Calculated Allocation	
City of Craig	1,095	\$733.56	\$384.37	\$1,117.93	
City of Hydaburg	398	\$733.56	\$139.71	\$873.27	
City of Kasaan	81	\$733.56	\$28.43	\$761.99	
Ketchikan Gateway Borough	5,265	\$733.56	\$1,848.16	\$2,581.71	
City of Ketchikan	8,157	\$733.56	\$2,863.32	\$3,596.88	
City of Klawock	777	\$733.56	\$272.75	\$1,006.31	
City of Saxman	421	\$733.56	\$147.78	\$881.34	
City of Thorne Bay	524	\$733.56	\$183.94	\$917.50	
Totals	16,718	\$5,868.46	\$5,868.46	\$11,736.93	
Community Count	8				

Reference
Number

**Total
Distribution**

20-SF19-01	\$ 1,117.93
20-SF19-02	\$ 873.27
20-SF19-03	\$ 761.99
20-SF19-04	\$ 2,581.71
20-SF19-05	\$ 3,596.88
20-SF19-06	\$ 1,006.31
20-SF19-07	\$ 881.34
20-SF19-08	\$ 917.50
	\$ 11,736.93

* All municipalities share 50% of allocation equally; share remaining 50% on a per capita basis.
**Ketchikan Borough Population = Borough (13,843) - Cities of Saxman and Ketchikan

RENTAL AGREEMENT

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, Southeast Island School District, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter Property South of School Gym approx. 0.2 Acres, See Attached Exhibit A 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 March 1, 2020 and ending February 28, 2022. 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 Rent payments in the sum of Seventy-Five Dollars (\$75) plus applicable sales tax 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

RENTAL AGREEMENT

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 keep the deposit on file with the City an amount equal to One Month Rent. 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 refunded in full. First and last month may be waved 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 purposes of maintaining and operating there on, Parking of School Vehicles, School Employee Vehicles, School Guest Vehicles and Ball Field Guests. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter 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 shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
7. **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.

RENTAL AGREEMENT

8. **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 possessor's rights to the Rented Premises have expired shall become Rented Premises of City.
9. **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.
10. **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.
11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter'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 the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.

12. **Insurance.** General Liability Insurance: The Renter 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.

Proof of Insurance shall be provided to City within thirty (30) days after the parties have executed this agreement and prior to public use of said premises. City shall be notified at least thirty (30) days before the cancellation or termination of any policy. City shall be named as additional insured.

RENTAL AGREEMENT

13. **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.

14. **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.

15. **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.

16. **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.

RENTAL AGREEMENT

17. **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 released or judgment satisfied at 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

18. **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) Upon shut off of utilities;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) The making by the Renter of an assignment for the benefit of creditors;
- (h) Renter vacates or abandons the Rented Premises; and
- (i) 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

RENTAL AGREEMENT

(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.

19. **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;
 - (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.
20. **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.
21. **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

RENTAL AGREEMENT

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.

22. **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.
23. **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.
24. **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.
25. **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 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.

RENTAL AGREEMENT

26. **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.

- a) **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.
- b) **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.
- c) **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.
- d) **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.

RENTAL AGREEMENT

- e) **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, PO Box 19569, Thorne Bay, AK 99919, or at such other address as either party may designate in writing to the other.

- f) **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.

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

SOUTHEAST ISLAND SCHOOL DISTRICT

By _____
Harvey McDonald, Mayor "City"

By _____
Sherry Becker, SISD "Renter"

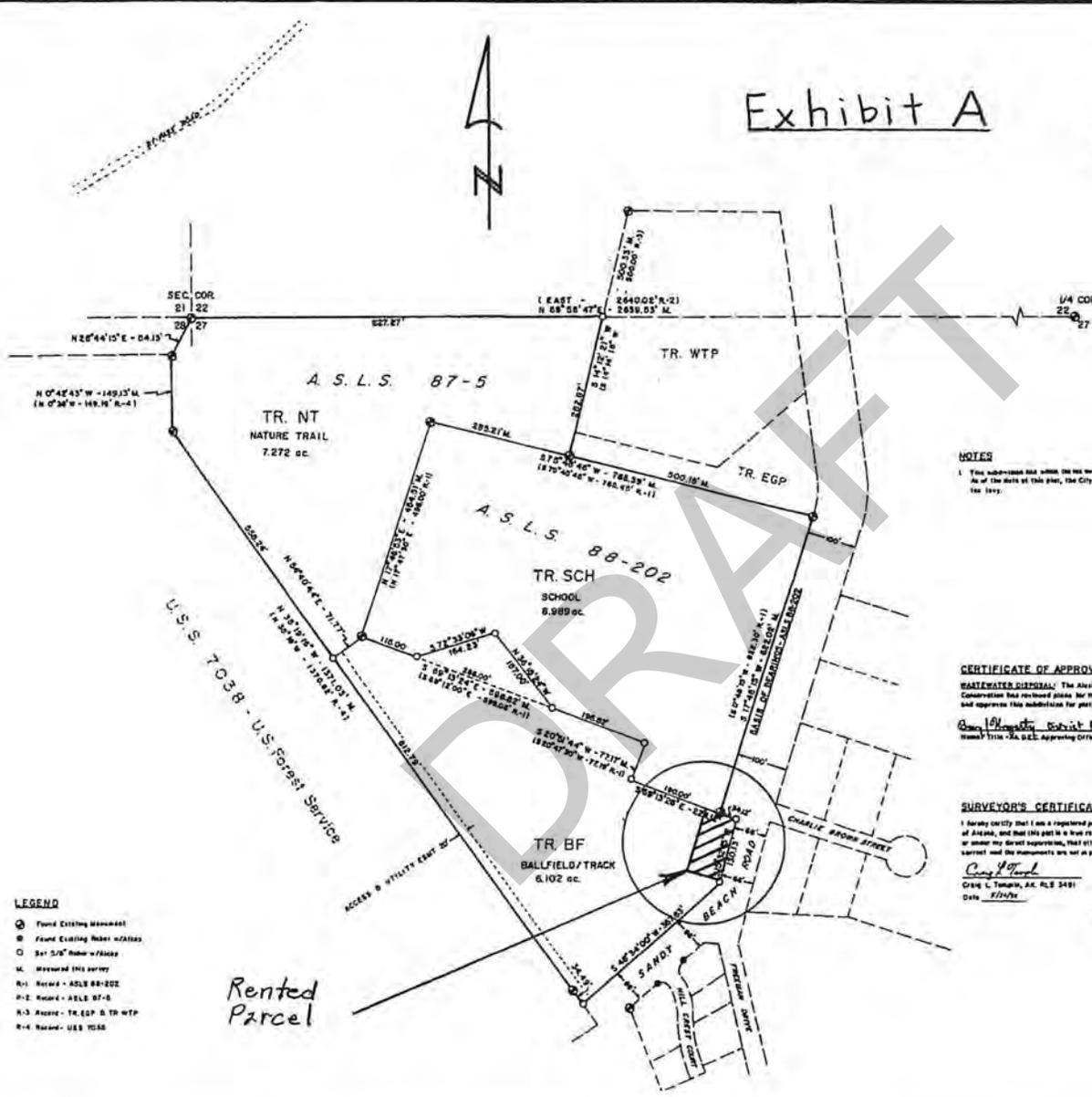
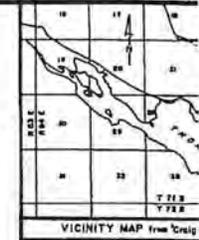
ATTEST:

Teri Feibel, CMC, City Clerk/Treasurer

RENTAL AGREEMENT EXHIBIT A

Exhibit A

March 1, 2016
uBenner



- LEGEND**
- ⊙ Found Existing Monument
 - ⊙ Found Existing Marker w/Label
 - Set 5/8" Marker w/Label
 - M. Measured this survey
 - A-1 Record - ASLS 88-202
 - A-2 Record - ASLS 87-5
 - A-3 Record - TR. EGP & TR. WTP
 - A-4 Record - U.S. 1056

Rented Parcel

NOTES

1. This subdivision was within the territory of the City of Thorne Bay, Alaska. As of the date of this plat, the City of Thorne Bay has no property tax levy.

CERTIFICATE OF APPROVAL BY A.S.D.C.

WATERWAYS DIVISION: The Alaska Department of Environmental Conservation has reviewed plans for this subdivision's waterway situation and approves this subdivision for piling.

Craig L. Tompkins, ASLS 3481 **3-23-16**
Survey Title - A.S.D.C. Approving Official Date

SURVEYOR'S CERTIFICATE

I hereby certify that I am a registered professional land surveyor in the State of Alaska, and that this plat is a true representation of a survey made by me or under my direct supervision, that all corners used and relative bearings are correct and the monuments are set in place and marked upon this plat as shown.

Craig L. Tompkins
Craig L. Tompkins, ASLS 3481
Date: 3/23/16



CERTIFICATE OF OWNERSHIP

We hereby certify that we are the owners of the property and that we hereby submit this plat of subdivision with duplicate oil easements, streets, alleys, wells, ponds and other public easements as noted.

Paul Rawlson
Paul Rawlson
for the S.E. and S.W. 1/4 Sec. 27 & TR. NT
for the S.E. and S.W. 1/4 Sec. 27 & TR. NT

NOTARY'S ACKNOWLEDGEMENTS

State of Alaska: 155
 First Judicial District

The foregoing instrument was acknowledged before me on this 23rd day of March, 2016 by Paul Rawlson and Paul Rawlson My Commission Expires: 12/31/16

The foregoing instrument was acknowledged before me on this 23rd day of March, 2016 by Paul Rawlson My Commission Expires: 12/31/16

CERTIFICATE OF APPROVAL BY THE BOARD

I hereby certify that the subdivision and other herein has been to the satisfaction of the Board of the City of Thorne Bay, Alaska, and it has been approved by the Planning Board by Paul Rawlson Pl. No. 16-01 and 16-01 and that the plat shown herein for recording at the District Recording Office, Ketchikan, Alaska.

Paul Rawlson
Paul Rawlson
Chair, Thorne Bay Planning Board
 Date: 3/23/16

COUNCIL CERTIFICATE

I hereby certify that this plat is within the City of Thorne Bay Council Resolution No. 16-01 dated 3/23/16.

Paul Rawlson
Paul Rawlson
for Thorne Bay City Council Date

DATE OF SURVEY:	SURVEYOR:
Approved: <u>3/1/16</u>	CRAIG I
Exam: <u>3/15/16</u>	PO Don I
	Ketchikan
	Phone 907
SUBDIVISION OF	
ASLS No. 88-202 (PLAT 91-portion of ASLS No. 87-5 (PL FORMING	
TRACTS SCH, BF,	
Located Within Sec. 27 & 28, T 7 CITY OF THORNE BAY, ALASKA I	
Containing 28.363 acres	
Scale 1" = 100' Drawn by: C.L.T. D	

95-56
 10-29-20
 Ketchikan
 September 15
 1:33
 City of Thorne Bay

**CITY OF THORNE BAY
ORDINANCE 20-01-21-01**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, - AMENDING
TITLE 1-GENERAL PROVISIONS; SECTION 1.16.035-MINOR OFFENSE FINE SCHEDULE, SETTING
FINE AMOUNTS FOR MINOR OFFENSE VIOLATIONS OF TITLE 17-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 OF Title 17-Zoning; Chapters- 17.04.022 Residential Zone; 17.04.023 Deer Creek Residential Zone; 17.04.024-Mixed Residential/Commercial I; 17.04.025-Mixed Residential /Commercial II; 17.04.026-Mixed Residential/Commercial III; 17.04.027-Commercial Zone; 17.04.028-Industrial Zone; 17.04.029-Waterfront Zone; 17.04.030-Public Zone; 17.04.031-Low Density Residential; 17.04.032-Medium Density Residential; 17.04.033-High Density Residential; 17.04.034-Greentree Heights Residential; 17.04.036-Mobile Home Parks; 17.04.040-Communications-Telecommunications Facilities; 17.04.037-Recreational Vehicle and Travel Trailer Parks; 17.04.041-Off-Street Parking Requirements. 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 January 21, 2020

Harvey McDonald, Mayor

ATTEST:

Teri Feibel, CMC

[Sponsor: Harvey McDonald]
[Introduction: January 7, 2019]
[Public Hearing: January 21, 2020]

**Amending
Title 1 General Provisions**

**Adding Title 10-Vehicles and Traffic; Chapter 10.04-General Provisions Section 10.04.030
Provisions Adoption By Reference, Subsection (B)(2) Operations and Restrictions**

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.

THORNE BAY OFFENSES IN UNIFORM MINOR OFFENSE TABLE (UMOT)

INSTRUCTIONS

The following offenses are currently listed in the court's Uniform Minor Offense Table. To update this list, contact the city attorney or city official authorized to notify the Alaska Court System's Administrative Office of all needed updates to the table by using the 'Request to Update UMOT' form (TR-550): <https://public.courts.alaska.gov/web/forms/docs/TR-550.pdf>

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC 17.04.023 (D)	Deer Creek Residential. Failure to adhere to property development standards	Optional	\$200.00	
TBMC 17.04.023 (D-1)	Deer creek residential. Property Development Standards. Failure to adhere to minimum lot size	Optional	\$200.00	
TBMC 17.04.023 (D-2)	Deer creek residential. Property Development Standards. Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.023 (D-3)	Deer creek residential. Property Development Standards. Failure to adhere to Parking Setback Requirements.	Optional	\$200.00	
TBMC 17.04.023 (D-4)	Deer creek residential. Property Development Standards. Building Height Exceeded	Optional	\$200.00	
TBMC 17.04.023 (D-5)	Deer creek residential. Property Development Standards. Density exceeded	Optional	\$200.00	
TBMC 17.04.023 (D-6)	Deer creek residential. Property Development Standards. Failure to connect to city utilities prior to occupancy.	Optional	\$200.00	
TBMC 17.04.023 (D-8)	Deer creek residential. Property Development Standards. Exceeding building density	Optional	\$200.00	
TBMC 17.04.023 (D-9)	Deer creek residential. Property Development Standards. Signs prohibited	Optional	\$200.00	
TBMC 17.04.023 (D-10)	Deer creek residential. Property Development Standards. Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	

TBMCCHAPTER 17.04	MIXED RESIDENTIAL/COMMERCIAL I	Optional	\$200.00	
TBMC 17.04.024	Residential/Commercial-Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.024 (B)	Residential/Commercial-Failure to obtain Conditional Use Permit for non-residential use	Optional	\$200.00	
TBMC 17.04.024 (c)	Residential/Commercial - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.024 (C-3)	Residential/Commercial - Property Development Standards. Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.024 (C-4)	Residential/Commercial - Property Development Standards. Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.024 (C-5)	Residential/Commercial - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.024 (c)(6)(d)	Residential/Commercial - Building density exceeded.	Optional	\$200.00	
TBMC 17.04.024 (C-7)	Residential/Commercial - Fences exceeding height or obstructing vehicular traffic.	Optional	\$200.00	
TBMC 17.04.024 (C-8)	Residential/Commercial - Signs prohibited	Optional	\$200.00	

TBMC 17.04.025	MIXED RESIDENTIAL COMMERCIAL II	Optional	\$200.00	
TBMC 17.04.025	Mixed Residential/Commercial II. Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.025 (B)	Mixed Residential/Commercial II - Failure to obtain Conditional Use Permit for non-residential use	Optional	\$200.00	
TBMC 17.04.025 (c)	Residential/Commercial II - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.025 (c-3)	Mixed Residential/Commercial II - Property Development Standards. Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.025 (c-4)	Residential/Commercial II - Property Development Standards. Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.025 (c-5)	Residential/Commercial II - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.025 (c)(6)(c)	Residential/Commercial II - More than one principal structure on property	Optional	\$200.00	
TBMC 17.04.025 (c)(6)(d)	Residential/Commercial II - Building density exceeded.	Optional	\$200.00	
TBMC 17.04.025 (c)(7)	Residential/Commercial II - Fences exceeding height or obstructing vehicular traffic.	Optional	\$200.00	
TBMC 17.04.025 (c)(8)	Residential/Commercial II - Signs prohibited	Optional	\$200.00	

TBMC 17.04.026	Mixed Residential/Commercial III.	Optional	\$200.00	
TBMC 17.04.026	Mixed Residential/Commercial III - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.026 (b)	Mixed Residential/Commercial III - Failure to obtain Conditional Use Permit for non-residential use	Optional	\$200.00	
TBMC 17.04.026 (c)	Mixed Residential/Commercial III - Failure to file a Notice of Intent	Optional	\$200.00	
TBMC 17.04.026 (f)	Mixed Residential/Commercial II - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.026 (f)(3)	Mixed Residential/Commercial III - Property Development Standards. Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.026 (f)(4)	Mixed Residential/Commercial III - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.026 (f)(5)	Mixed Residential/Commercial III - Property Development Standards. Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.026 (f)(6)	Mixed Residential/Commercial III - Building density exceeded.	Optional	\$200.00	
TBMC 17.04.026 (f)(9)	Mixed Residential/Commercial III - Signs prohibited	Optional	\$200.00	

TBMC 17.04.027	Commercial Zone	Optional	\$200.00	
TBMC 17.04.027	Commercial Zone - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.027 (b)	Commercial Zone - Failure to obtain Conditional Use Permit for non-permitted commercial uses	Optional	\$200.00	
TBMC 17.04.027 (c)	Commercial Zone - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.027 (c)(3)	Commercial Zone - Property Development Standards. Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.027 (c)(5)	Commercial Zone - Property Development Standards. Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.027 (c)(4)	Commercial Zone - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.027 (c)(6)	Commercial Zone - Signs prohibited	Optional	\$200.00	

TBMC 17.04.028	Industrial Zone	Optional	\$200.00	
TBMC 17.04.028	Industrial Zone - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.028 (b)	Industrial Zone - Failure to obtain Conditional Use Permit for non-permitted commercial uses	Optional	\$200.00	
TBMC 17.04.028 (c)	Industrial Zone - Prohibited Uses	Optional	\$200.00	
TBMC 17.04.028 (d)(1)(2)	Industrial Zone - Property Development Standards - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.028 (e)	Industrial Zone - Failure to adhere to parking requirements	Optional	\$200.00	
TBMC 17.04.028 (f)	Industrial Zone - Failure to obtain DEC approval for Private sewer treatment plans and subdivisions.	Optional	\$200.00	
TBMC 17.04.028 (g)	Industrial Zone - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	
TBMC 17.04.029	Waterfront Zone	Optional	\$200.00	
TBMC 17.04.029	Waterfront Zone - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.029 (d)	Waterfront Zone - Failure to obtain Conditional Use Permit for uses not outright permitted	Optional	\$200.00	
TBMC 17.04.029 (e)	Waterfront Zone - Failure to adhere to property development standards, lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.029 (e)(3)	Waterfront Zone - Property Development Standards. Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.029 (e)(4)	Waterfront Zone - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.029 (e)(5)	Waterfront Zone - Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.029 (e)(6)	Waterfront Zone - Signs causing glare prohibited.	Optional	\$200.00	
TBMC 17.04.029 (e)(7)	Waterfront Zone - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	
TBMC 17.04.030	Public Zone	Optional	\$200.00	
TBMC 17.04.030	Public Zone - Development Permit Required	Optional	\$200.00	
TBMC 17.04.030 (c)	Public Zone - Failure to adhere to Property Development Standards lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.030 (c)(3)	Public Zone - Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.030 (c)(4)	Public Zone - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.030 (c)(5)	Public Zone - Failure to adhere to Parking Requirements off street on premises.	Optional	\$200.00	
TBMC 17.04.030 (c)(6)	Public Zone - Signs causing glare prohibited.	Optional	\$200.00	
TBMC 17.04.030 (c)(7)	Public Zone - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	

TBMC 17.04.031	Low Density Residential	Optional	\$200.00	
TBMC 17.04.031	Low Density Residential - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.031 (b)	Low Density Residential - Failure to obtain Conditional Use Permit for non-permitted commercial uses	Optional	\$200.00	
TBMC 17.04.031 (c)	Low Density Residential - Prohibited Uses	Optional	\$200.00	
TBMC 17.04.031 (d)(1)(2)(3)	Low Density Residential - Property Development Standards - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.031 (d)(4)	Low Density Residential - Failure to adhere to parking requirements	Optional	\$200.00	
TBMC 17.04.031 (d)(5)	Low Density Residential - Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.031 (d)(6)	Low Density Residential - Development impeding visibility	Optional	\$200.00	
TBMC 17.04.031 (d)(7)	Low Density Residential - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.031 (d)(8)	Low Density Residential - Maximum Lot Coverage Exceeded	Optional	\$200.00	
TBMC 17.04.031 (d)(9)	Low Density Residential - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	
TBMC 17.04.032	Medium Density Residential	Optional	\$200.00	
TBMC 17.04.032	Medium Density Residential - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.032 (b)	Medium Density Residential - Failure to obtain Conditional Use Permit for non-permitted commercial uses	Optional	\$200.00	
TBMC 17.04.032 (c)	Medium Density Residential - Prohibited Uses	Optional	\$200.00	
TBMC 17.04.032 (d)(1)(2)(3)	Medium Density Residential - Property Development Standards - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.032 (d)(4)	Medium Density Residential - Failure to adhere to parking requirements	Optional	\$200.00	
TBMC 17.04.032 (d)(5)	Medium Density Residential - Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.032 (d)(5)(d)	Medium Density Residential - Development impeding visibility	Optional	\$200.00	
TBMC 17.04.032 (d)(6)	Medium Density Residential - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.032 (d)(7)	Medium Density Residential - Maximum Lot Coverage Exceeded	Optional	\$200.00	
TBMC 17.04.032 (d)(8)	Medium Density Residential - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	

TBMC 17.04.033	High Density Residential	Optional	\$200.00	
TBMC 17.04.033	High Density Residential - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.033 (b)	High Density Residential - Failure to obtain Conditional Use Permit for non-permitted commercial uses	Optional	\$200.00	
TBMC 17.04.033 (c)	High Density Residential - Prohibited Uses	Optional	\$200.00	
TBMC 17.04.033 (d)(1)(2)(3)	High Density Residential - Property Development Standards - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.033 (d)(4)	High Density Residential - Maximum Lot Coverage Exceeded	Optional	\$200.00	
TBMC 17.04.033 (d)(5)	High Density Residential - Failure to adhere to parking requirements	Optional	\$200.00	
TBMC 17.04.0332 (d)(6)	High Density Residential - Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.033 (d)(6)(c)	High Density Residential - Development impeding visibility	Optional	\$200.00	
TBMC 17.04.033 (d)(7)	High Density Residential - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.033 (d)(8)	High Density Residential - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	
TBMC 17.04.034	Greentree Heights Residential	Optional	\$200.00	
TBMC 17.04.034	Greentree Heights Residential - Failure to obtain development permit prior to construction	Optional	\$200.00	
TBMC 17.04.034 (b)	Greentree Heights Residential - Failure to obtain Conditional Use Permit for non-permitted uses	Optional	\$200.00	
TBMC 17.04.034 (c)	Greentree Heights Residential - Prohibited Uses	Optional	\$200.00	
TBMC 17.04.034 (d)(1)	Greentree Heights Residential - Property Development Standards - Failure to adhere to Property Development Standards, minimum lot size	Optional	\$200.00	
TBMC 17.04.034 (d)(2)	Greentree Heights Residential - Failure to adhere to parking requirements	Optional	\$200.00	
TBMC 17.04.034 (d)(3)	Greentree Heights Residential - Failure to adhere to setback requirements	Optional	\$200.00	
TBMC 17.04.034 (d)(4)	Greentree Heights Residential - Building height exceeded.	Optional	\$200.00	
TBMC 17.04.034 (d)(6)	Greentree Heights Residential - Failure to hook into municipal utilities.	Optional	\$200.00	
TBMC 17.04.034 (d)(8)	Greentree Heights Residential - Development-Failure to adhere to building requirements	Optional	\$200.00	
TBMC 17.04.034 (d)(9)	Greentree Heights Residential - Signs Prohibited	Optional	\$200.00	
TBMC 17.04.034 (d)(10)	Greentree Heights Residential - Fences exceeding height or obstructing vehicular traffic	Optional	\$200.00	
TBMC 17.04.034 (d)(11)	Greentree Heights Residential - Failure to have septic system inspected prior to constructing buildings	Optional	\$200.00	

TBMC 17.04.036	Mobile Home Park	Optional	\$200.00	
TBMC 17.04.036 (b)	Mobile Home Park - Failure to obtain Conditional Use Permit from City Planning Commission	Optional	\$200.00	
TBMC 17.04.036 (c)	Mobile Home Park - Failure to adhere to Mobile Home Park Design Requirements	Optional	\$200.00	
TBMC 17.04.036 (c) (1)(2)(3)	Mobile Home Park - Failure to adhere to Property Development Standards, minimum lot size, width and/or density	Optional	\$200.00	
TBMC 17.04.036 (c)(7)	Mobile Home Parks - Failure to adhere to setbacks	Optional	\$200.00	
TBMC 17.04.036 (c)(10)	Mobile Home Parks - Non-compliant water supply and/or sewage disposal systems	Optional	\$200.00	
TBMC 17.04.036 (c)(12)	Mobile Home Parks - Failure to provide a screen of view obscuring fencing around the mobile home parks	Optional	\$200.00	
TBMC 17.04.037	Recreational Vehicle & Travel Trailer Parks	Optional	\$200.00	
TBMC 17.04.037 (b)	Recreational Vehicle and Travel Trailer Parks - Failure to obtain Conditional Use Permit from Planning Commission.	Optional	\$200.00	
TBMC 17.04.037 (c)	Recreational Vehicle and Travel Trailer Parks - Failure to adhere to Development Standards.	Optional	\$200.00	
TBMC 17.04.037	Recreational Vehicle and Travel Trailer Parks - Failure to license Recreational Vehicle within Trailer Park.	Optional	\$200.00	
TBMC 17.04.041	Off-Street Parking Requirements	Optional	\$200.00	
TBMC 17.04.041 (d)	Off-Street Parking Requirements - Violation of Required Parking Spaces	Optional	\$200.00	
TBMC 17.05	Enforcement	Optional		
TBMC 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.	Optional	\$300.00	
TBMC 17.05.070 (b)	Enforcement - Remediation measures – authority to enforce - unlawful threat or physical force to cause harm, or obstruction, impediment or interference with investigation	Mandatory		\$750.00

EXISTING MINOR OFFENSE TABLE-FYI ONLY NOT PART OF ORDINANCE:

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC6.04.020(G)	Failure to License Animals - 1st+ Off	Optional	\$50.00	
TBMC6.04.020(M)	Use of Animal License for Animal Other than which Issued - 1st+ Off	Optional	\$50.00	
TBMC6.04.020(N)	Failure to Notify Change in Animal Ownership to Clerks Office - 1st+ Off	Optional	\$50.00	
TBMC6.04.050(A)	Animal Running at Large - 1st+ Off	Optional	\$50.00	
TBMC6.04.050(B)	Grazing on Public Space without Consent of City - 1st+ Off	Optional	\$50.00	
TBMC6.04.050(C)	Allow Livestock on Private Property within City - 1st+ Off	Optional	\$50.00	
TBMC6.04.050(D)	Release Tied/Confined Animal without Owner's Permission - 1st+ Off	Optional	\$100.00	
TBMC6.04.055(A)(1)	Animal to Run at Large within the City - 1st+ Off	Optional	\$50.00	
TBMC6.04.055(A)(2)	Allow Dog on Public School Grounds During School Hours - 1st+ Off	Optional	\$50.00	
TBMC6.04.055(A)(3)	Permit a Dog in Public Parks without a Leash - 1st+ Off	Optional	\$50.00	
TBMC6.04.055(A)(4)	Allow Dog into Location with Food Unless Certified Service Dog - 1st+ Off	Optional	\$50.00	
TBMC6.04.055(A)(5)	Keep Animal after Creating 3 Disturbance Complaints in 1 Month - 1st+ Off	Optional	\$50.00	
TBMC6.04.055(A)(6)	Failure to Confine Female Dog in Heat - 1st+ Off	Optional	\$50.00	
TBMC6.04.070(A)	Humane Care & Treatment - 1st+ Off	Optional	\$200.00	
TBMC6.04.070(B)	Animal Abuse - 1st+ Off	Optional	\$200.00	
TBMC6.04.070(C)	Animal Abandonment - 1st+ Off	Optional	\$200.00	
TBMC6.04.070(D)	Giving Live Animals as Prizes - 1st+ Off	Optional	\$200.00	
TBMC6.04.070(E)	Failure to Render Assistance - 1st+ Off	Optional	\$200.00	
TBMC6.04.070(F)	Knowingly Expose Animal to Poison - 1st+ Off	Optional	\$200.00	
TBMC6.04.080	Keeping of Wild Animals - 1st+ Off	Optional	\$50.00	
TBMC6.04.090	Animal Waste - 1st+ Off	Optional	\$50.00	
TBMC8.04.050(A)	Throwing Firework Prohibited - 1st+ Off	Optional	\$100.00	
TBMC8.04.050(B)	Throwing Fireworks from a Motor Vehicle - 1st+ Off	Optional	\$100.00	
TBMC8.04.050(C)	Store/Keep/Sell/Fireworks w/in 50 ft of Gas/Volatile Liquids Prohibited - 1st+ Off	Optional	\$100.00	
TBMC8.04.050(D)	Discharge Fireworks within 1000 ft of Hospital - 1st+ Off	Optional	\$100.00	
TBMC8.04.050(E)	Discharge Fireworks under/on a Motor Vehicle - 1st+ Off	Optional	\$100.00	
TBMC8.04.050(F)	Discharg Fireworks within 50 ft of where Fireworks are Sold - 1st+ Off	Optional	\$100.00	

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC8.04.050(G)	Mishandle Fireworks - 1st+ Off	Optional	\$100.00	
TBMC9.02.020	Curfew for Minors, Control of Minors, Unlawful to Allow Minor to Violate Curfew	Optional	\$50.00	
TBMC9.02.025	Curfew for Minors, Aiding and Abetting Violations	Optional	\$50.00	
TBMC9.02.030	Curfew for Minors, Curfew Hours	Optional	\$50.00	
TBMC9.05.010(A)	Discharge of Firearms Prohibited w/in City Limits - 1st+ Off	Optional	\$150.00	
TBMC9.05.010(B)	Discharge of Firearms Prohibited into/across Body of Water Thorne Bay - 1st+ Off	Optional	\$150.00	
TBMC9.05.010(C)	Discharge of Firearms Prohibited Half Hour Before Sunrise/After Sunset - 1st+ Off	Optional	\$150.00	
TBMC9.05.010(D)	Discharge of Firearms Prohibited Kasaan Rd between "No Shooting" Sign - 1st+ Off	Optional	\$150.00	
TBMC9.08.020	Alcohol Beverages-State License Requirement - 1st+ Off	Optional	\$200.00	
TBMC9.08.030	Alcohol Beverages-Hours of Consumption - 1st+ Off	Optional	\$200.00	
TBMC9.08.040	Alcohol Beverages-Access of Persons Under 21 to Licensed Premises - 1st+ Off	Optional	\$200.00	
TBMC9.08.050	Alcohol Beverages-Possession or Consumption Under the Age of 21	Mandatory		\$300.00
TBMC9.08.060	Alcohol Beverages-Furnishing of Alcoholic Beverages to Persons Under the Age 21	Mandatory		\$300.00
TBMC9.08.080	Alcohol Beverages-Purchase by Persons Under the Age of 21	Mandatory		\$300.00
TBMC9.08.090	Alcohol Beverages-Unlawful Drinking on Premises - 1st+ Off	Optional	\$200.00	
TBMC9.08.100	Alcohol Beverages-Solicitation of Alcohol Beverage - 1st+ Off	Optional	\$200.00	
TBMC9.08.110	Alcohol Beverages-Sale/Disposition of Alcoholic Beverages to Drunken Person - 1st+ Off	Optional	\$200.00	
TBMC9.08.120	Alcohol Beverages-Access of Drunken Person to Licensed Premises - 1st+ Off	Optional	\$200.00	
TBMC9.08.130	Alcohol Beverages-Obligation to Enforce Restriction w/in Licensed Premises - 1st+ Off	Optional	\$200.00	
TBMC9.08.140	Alcohol Beverages-Stock to be Kept on Premises - 1st+ Off	Optional	\$200.00	
TBMC9.08.150	Alcohol Beverages-Right of Inspection - 1st+ Off	Optional	\$200.00	
TBMC9.08.160	Alcohol Beverages-Playing Music Restriction - 1st+ Off	Optional	\$200.00	
TBMC9.08.180	Alcohol Beverages-Possession of Dangerous Weapons(Knives) Prohibited - 1st+ Off	Optional	\$200.00	
TBMC9.12.030	Prohibition, Unlawful Acts, Disturbance of Survey Monuments - 1st+ Off	Optional	\$100.00	
TBMC9.20.020	Litter Control-Littering Prohibited - 1st+ Off	Optional	\$75.00	
TBMC9.20.030	Litter Control-Prevention of Scattering - 1st+ Off	Optional	\$75.00	
TBMC9.20.040	Litter Control-Tampering with Litter Receptacles - 1st+ Off	Optional	\$75.00	
TBMC9.20.050	Litter Control-Walkways, Streets, & Alleys - 1st+ Off	Optional	\$75.00	
TBMC9.20.060	Litter Control-Private Premises - 1st+ Off	Optional	\$75.00	
TBMC9.20.070	Litter Control-Public Places - 1st+ Off	Optional	\$75.00	
TBMC9.20.080	Litter Control-Business Premises - 1st+ Off	Optional	\$75.00	
TBMC9.20.090	Litter Control-Littering from Vehicles - 1st+ Off	Optional	\$75.00	
TBMC9.20.100	Litter Control-Litter from Aircraft - 1st+ Off	Optional	\$75.00	
TBMC9.20.110	Litter Control-Litter in Parks - 1st+ Off	Optional	\$75.00	

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC9.20.120	Litter Control-Construction Sites - 1st+ Off	Optional	\$75.00	
TBMC9.20.130	Litter Control-Parking Lot Litter Receptacle Required - 1st+ Off	Optional	\$75.00	
TBMC9.20.140	Litter Control-Litter Receptacles Obstructing Traffic - 1st+ Off	Optional	\$75.00	
TBMC9.20.150	Litter Control-Commercial Handbills Prohibited - 1st+ Off	Optional	\$75.00	
TBMC9.20.170	Litter Control-Obedience of Law Required - 1st+ Off	Optional	\$75.00	
TBMC9.20.180	Litter Control-Obedience to Officials Required - 1st+ Off	Optional	\$75.00	
TBMC9.20.190	Litter Control-Emergency Powers - 1st+ Off	Optional	\$75.00	
TBMC9.20.200	Litter Control-Compliance Order - 1st+ Off	Optional	\$75.00	
TBMC9.22.020	Water Hydrants-Description and Location - 1st+ Off	Optional	\$50.00	
TBMC9.22.030	Water Hydrants-Intended Use - 1st+ Off	Optional	\$50.00	
TBMC9.22.040	Water Hydrants-Accessibility - 1st+ Off	Optional	\$50.00	
TBMC9.22.050	Water Hydrants-Fence Openings and Gates - 1st+ Off	Optional	\$50.00	
TBMC10.20.020(a)(1)	Parking on Roadway Prohibited for Purpose of Commercial Advertising	Optional	\$50.00	
TBMC10.20.020(a)(2)	Parking on Roadway Prohibited for Purpose of Displaying "For Sale" Signs	Optional	\$50.00	
TBMC10.20.020(a)(3)	Parking on Roadway Prohibited for Non-Emergency Vehicle Greasing/Repairing	Optional	\$50.00	
TBMC10.20.020(a)(4)	Parking on Roadway Prohibited for Commercial Car Washing	Optional	\$50.00	
TBMC10.20.020(c)	Parking Prohibited - Obstructing Movement of Vehicular Traffic	Optional	\$50.00	
TBMC10.20.020(d)(3)	Parking Prohibited - Camping Prohibited	Optional	\$50.00	
TBMC10.20.020(d)(4)	Parking Prohibited - Parking in Loading/Unloading Zone Prohibited	Optional	\$50.00	
TBMC10.20.020(e)	Parking Prohibited - Disabled or Abandoned Vehicle Longer Than 48 Hours	Optional	\$50.00	
TBMC10.20.030(a)	Parking in Excess of Posted Time Limit-Harbor Parking Permit Required >12 hrs	Optional	\$50.00	
TBMC10.20.030(c)	Parking in Excess of Posted Time Limit-Park & Sell Permit Required	Optional	\$50.00	
TBMC10.20.040	Parking, Standing, Stopping - Parking in Excess of Posted Time Limit	Optional	\$50.00	
TBMC10.20.050(b)	Emergency, Street Maintenance and Snow Removal Vehicles-Obstruction	Optional	\$100.00	
TBMC12.04.010	City RV Park-Failure to File Application & Pay Security/Occupancy Fees Prior to Occupy	Optional	\$50.00	
TBMC12.04.040	City RV Park-Eviction-Failure to Vacate Premises by Date Specified in Eviction Notice	Mandatory		\$300.00
TBMC12.04.050(a)	City RV Park-Renter Obligations-Failure to Maintain Clean/Orderly Premises	Optional	\$50.00	
TBMC12.04.050(b)	City RV Park-Failure to Dispose of Rubbish, Garbage or Other Waste as Directed	Optional	\$50.00	
TBMC12.04.050(c)	City RV Park-Failure to Avoid Deliberate/Negligent Destruction/Damage to Property	Optional	\$100.00	
TBMC12.04.050(d)	City RV Park-Failure to Respect Privacy, Rights, and Privileges of Neighbors	Optional	\$50.00	
TBMC12.04.050(e)	City RV Park-Failure to Comply with Directions/Requests by City	Optional	\$50.00	
TBMC12.04.050(f)	City RV Park-Failure to Comply with Quiet Hours of 10pm-7am	Optional	\$50.00	
TBMC12.04.050(g)	City RV Park-Failure to Comply with Vehicle Speed of 5mph	Optional	\$50.00	
TBMC12.04.070(a)	City RV Park-Prohibited from Parking on Roadway	Optional	\$50.00	

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC12.04.070(c)	City RV Park- Permanent/Temporary Storage Buildings/Containers Prohibited	Optional	\$50.00	
TBMC12.06.040(A)	City Parks/Rec Areas-Unlawful Tampering/Defacing/Removing/Destructing Structures	Optional	\$100.00	
TBMC12.06.040(B)	City Parks/Rec Area-Driving/Parking within Restricted Recreational Areas	Optional	\$100.00	
TBMC12.06.040(C)	City Parks/Rec Areas-Possession of Firearms or Weapons Prohibited	Optional	\$100.00	
TBMC12.06.040(D)	City Parks/Rec Area-Possession/Consumption of Alcohol/Controlled Dangerous Subs	Optional	\$300.00	
TBMC12.06.040(E)	City Parks/Rec Area-Camping Prohibited Anywhere Except Designated Areas	Optional	\$100.00	
TBMC12.06.040(F)	City Parks/Rec Area-Prohibited for Persons to Enter Area Posted as Closed	Optional	\$100.00	
TBMC12.06.040(G)	City Parks/Rec Area-Threatening/Abusive, Disorderly Conduct/Behavior Prohibited	Optional	\$200.00	
TBMC12.06.040(H)	City Parks/Rec Area-Failure to Produce Permit He Claims to Have Upon Request	Optional	\$75.00	
TBMC12.06.040(I)	City Parks/Rec Area-Disturbing Authorized Activity/Occupancy Prohibited	Optional	\$200.00	
TBMC12.06.070	City Parks/Rec Area-Ignitable and Combustible Materials Prohibited	Optional	\$100.00	
TBMC12.06.100	City Parks/Rec Area-Use Park/Facility without Paying Fee is Prohibited	Optional	\$100.00	
TBMC12.06.110	City Parks/Rec Area-Use of Park/Rec Area When Closed is Prohibited	Optional	\$50.00	
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	
TBMC13.02.010	Utility-Application Form Failure to Complete Application for Services	Optional	\$150.00	
TBMC13.02.020	Application Amendments-Failure to Notify City of Changes to Service	Optional	\$100.00	
TBMC13.08.130	Customer's Plumbing	Optional	\$100.00	
TBMC13.08.140	Required Connections	Optional	\$100.00	
TBMC13.20.010	Sewer Designated-Unlawful Deposits into Sanitation AI Sewage Collection System	Optional	\$150.00	
TBMC13.20.020	Sewer Unlawful Connection Causing WasteWater to Enter Sanitary Water System	Optional	\$150.00	
TBMC13.20.030	Sewer Unlawful Connection to City Service Lines without Prior Payment and Permit	Optional	\$150.00	
TBMC13.20.040	Unlawful Tampering of City Sewer Infrastructure, Materials, Equipment & Pond	Optional	\$150.00	
TBMC13.24.010	Failure to Permit Utility Access to Utility Line During Reasonable Hours	Optional	\$150.00	
TBMC13.28.095	Water-Failure to Disclose Amounts Owed on Property Service Fees to New Owners	Mandatory		\$1,000.00
TBMC13.28.120	Resale of Water Without Permit is Prohibited	Mandatory		\$1,000.00
TBMC13.40.090	Standby Fire Protection Service Connections Violations of Regulations	Optional	\$200.00	
TBMC13.40.160	Customer's Plumbing-Failure to Comply with City Plumbing Code	Optional	\$200.00	
TBMC13.40.170	Unlawful Operation/Tampering of Meter Stop of Appurtenances on Service Connection	Optional	\$200.00	
TBMC13.44.020	Installation-Unlawful Installation of Water Meters	Optional	\$300.00	
TBMC13.44.050	Join Several Customers-Take Advantage of Single Charge/Large Quantity Rate Prohibited	Optional	\$500.00	
TBMC13.44.070	Failure to Permit Access by Utility for Installing/Reading of Meters	Optional	\$500.00	
TBMC13.52.080	Unauthorized Turn-On	Optional	\$200.00	
TBMC13.56.030	Damage to Department Equipment	Mandatory		\$1,000.00

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC13.60.010	Operation-Unlawful to Tamper with or Open Valve of Any Fire Hydrant	Optional	\$500.00	
TBMC13.64.020	Water Misc Provisions-Failure to Notify Dept of Large Quantity Uses in Water	Optional	\$100.00	
TBMC13.64.030	Access to Property-Failure to Permit Operator Access	Optional	\$150.00	
TBMC13.70.030(B)	Unlawful to Deposit Garbage in Location not Designated as Solid Waste Site	Mandatory		\$1,000.00
TBMC13.70.172	Unlawful to Deposit Anything Other than Aluminum where Designated as "Aluminum Only"	Optional	\$150.00	
TBMC13.70.174	Ash Disposal-Unlawful Disposal of Ash	Optional	\$100.00	
TBMC13.70.176	Unlawful Disposal of Special Waste	Mandatory		\$500.00
TBMC13.70.180	Unlawful Access to Landfill	Mandatory		\$1,000.00
TBMC13.70.182	Solid Waste-Prohibited Disposal Items	Mandatory		\$1,000.00
TBMC13.70.186	Unauthorized Use of Collection Containers, Trash Receptacles, and Dumpsters	Optional	\$150.00	
TBMC13.70.320	Solid Waste-Fraud or Abuse of Solid Waste Services	Mandatory		\$500.00
TBMC13.70.370	Unlawful to Damage/Tamper w/ Solid Waste Equipment, Structure or Appurtenance	Mandatory		\$1,000.00
TBMC15.04.010	Buildings - Non-Compliance Of Setback Requirements	Optional	\$100.00	
TBMC15.04.020(b)	Buildings - Development Plan Required	Optional	\$150.00	
TBMC15.04.020(F)	Buildings - Failure To Cease Development After Stop Work Order Receipt	Optional	\$200.00	
TBMC15.04.020(F)	Buildings - Installation Of Utility Hookups w/Out Permit	Optional	\$200.00	
TBMC16.40.010	Subdivisions - Illegal Sales	Optional	\$500.00	
TBMC16.40.030	Subdivisions - Unlawfully Subdivided-Violation Of Terms	Optional	\$500.00	
TBMC17.04.022	Residential Zone-Failure Submit Development Plans	Optional	\$150.00	
TBMC17.04.022(b)	Residential Zone-Failure Obtain Conditional Use Permit	Optional	\$200.00	
TBMC17.04.022(c)	Residential Zone-Prohibited Uses	Optional	\$200.00	
TBMC17.04.022(d)	Residential Zone-Development Standards Fail To Adhere To Zoning	Optional	\$200.00	
TBMC17.04.022(e)	Residential Zone-Develop Standards Fail To Adhere To Zoning (Tract B)	Optional	\$200.00	
TBMC17.04.023	Deer Creek Resid.-Fail To Submit Development Plans	Optional	\$200.00	
TBMC17.04.023(b)	Deer Creek Resid.-Fail To Obtain Special Land Use Permit	Optional	\$200.00	
TBMC17.04.023(c)(2)	Deer Creek Resid.-Prohibited Uses-Private Garbage Pits	Optional	\$200.00	
TBMC17.04.023(c)(3)	Deer Creek Resid.-Prohibited Uses-Storage Heavy Equipment	Optional	\$200.00	
TBMC17.04.023(c)(4)	Deer Creek Resid.-Store Derelict Vehicles/Accumulation Of Personal Property	Optional	\$200.00	
TBMC17.04.023(c)(5)	Deer Creek Resid.-Prohibited Uses-Raising Animals/Livestock/Poultry	Optional	\$200.00	
TBMC17.04.024	Mixed Residential/Commercial I. Prohibited Acts	Optional	\$200.00	
TBMC18.20.050(b)	Harbor-Use of Harbor Facilities without Payment of Rentals/Fees Prohibited	Optional	\$50.00	
TBMC18.30.020(a)	Harbor-Conduct in Harbor-A-Failure to Display Registration Prohibited	Optional	\$50.00	
TBMC18.30.020(b)	Harbor-Conduct in Harbor-B-Failure to Securely Moor Vessel Prohibited	Optional	\$50.00	
TBMC18.30.020(e)	Harbor-Conduct in Harbor-E-Illegally Parked Vehicles Prohibited	Optional	\$50.00	

Ordinance Number	Ordinance Description	Offense Appearance type: Mandatory Optional or Correctable	Fine Schedule Amount for Optional / Correctable	Maximum Fine Permitted for Mandatory
TBMC18.30.140(A)	Rules for Harbor Use-Careless/Reckless Operation of Vessels Prohibited	Optional	\$100.00	
TBMC18.30.140(B)	Rules for Harbor Use-Prohibited Acts-Mooring Oversized Vessels	Optional	\$100.00	
TBMC18.30.140(C)	Rules for Harbor Use-Prohibited Acts-Using Bumpers that Cause Damage to Docks	Optional	\$200.00	
TBMC18.30.140(D)	Dumping Unauthorized Waste into/onto Waters/Land/Harbor Facilities Prohibited	Optional	\$200.00	
TBMC18.30.140(E)	Discharge of Sewage from Vessels within the Harbor Jurisdiction is Prohibited	Optional	\$200.00	
TBMC18.30.140(F)	Rules for Harbor Use-Unattended Fishnets or Other Fish-Taking Devise Prohibited	Optional	\$50.00	
TBMC18.30.140(G)	Rules for Harbor Use-Unauthorized Water Skiing/Scuba Diving Prohibited	Optional	\$50.00	
TBMC18.30.140(H)	Storing of Personal Items Including Combustible/Explosive Materials Prohibited	Optional	\$50.00	
TBMC18.30.140(I)	Obstructing traffic along floats prohibited	Optional	\$50.00	
TBMC18.30.140(J)	Use of harbor firefighting equipment for other purpose prohibited	Optional	\$200.00	
TBMC18.30.140(K)	Disregard, damage, tamper with harbor signs or notices prohibited	Optional	\$200.00	
TBMC18.30.140(L)	Sub-assigning or subleasing assigned mooring space	Optional	\$100.00	
TBMC18.30.140(M)	Disturb the reasonable peace and privacy of others prohibited in harbor	Optional	\$50.00	
TBMC18.30.140(N)	Obstructing or interfering with harbormaster duties	Optional	\$100.00	
TBMC18.30.140(R)	Permit dog on harbor facilities without leash	Optional	\$50.00	
TBMC18.30.140(S)	Operating bicycles, skateboard, roller skates or similar in harbor prohibited	Optional	\$50.00	

CITY OF THORNE BAY
ORDINANCE 20-01-21-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 17-ZONING; CHAPTER 17.04-PLANNING & ZONING; SECTION 17.04.050 ENFORCEMENT, VIOLATIONS AND PENALTIES

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 17-Zoning; Chapter 17.04-Planning & Zoning; Section 17.04.050 Enforcement, Violations and Penalties, hereby amended and added to the Thorne Bay Municipal Code.

A. Penalties.

1. Whenever a violation of the provisions of this title occurs the property owner **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. shall incur a civil penalty not to exceed one hundred dollars for each day of continuing violation.** (Ord. 93-23 § 6(part), 1993)
2. **IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.**

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

PASSED AND APPROVED January 21, 2020

ATTEST:

Harvey McDonald, Mayor

Dana Allison, Acting City Clerk

[Sponsor: Harvey McDonald]
[Introduction: January 7, 2020]
[Public Hearing: January 21, 2020]

TITLE 17-ZONING
CHAPTER 17.04-PLANNING AND ZONING

SECTION 17.04.050-ENFORCEMENT, VIOLATIONS AND PENALTIES SHALL BE AMENDED AND
WILL READ AS FOLLOWS:

17.04.050 ENFORCEMENT, VIOLATIONS AND PENALTIES.

- A. **Enforcement**. The city zoning official shall administer and enforce this zoning title.
- B. **Violations**. When the city zoning official finds that any provisions of this title are being violated, he shall notify in writing the property owner or person responsible for the violation. The notification shall include the nature of the violation and the ordering action necessary to correct it. The zoning official shall order the discontinuance of illegal uses of land, buildings or structures; the removal of illegal buildings or additions; alterations or structures; and discontinuance of any illegal work that is being done.
- C. **Complaints** Regarding Violations. Whenever a violation of the provisions of this title occurs, any person may file a complaint in writing at City Hall. All such complaints shall be brought to the city zoning official who shall record such complaints and investigate the violation. The results of the investigation of the violation shall be reported to the planning commission.
- D. **Penalties**.
1. Whenever a violation of the provisions of this title occurs the property owner **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.** ~~shall incur a civil penalty not to exceed one hundred dollars for each day of continuing violation.~~ (Ord. 93-23 § 6(part), 1993)
 2. **IF A VIOLATION CONTINUES, EACH DAY'S VIOLATION SHALL BE DEEMED AS A SEPARATE VIOLATION.**
(Ordinance 20-01-21-02; Prior Ord. 93-23 § 6(part), 1993)

CITY OF THORNE BAY
ORDINANCE 19-12-17-02
ORDINANCE 20-01-07-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 2.24-ADMINISTRATION & PERSONNEL; CHAPTER 2.24-OFFICERS & EMPLOYEES; SECTIONS 2.24.060-ANNUAL LEAVE & 2.24.070-SICK LEAVE; ADDING ABILITY TO DONATE SICK LEAVE UPON APPROVAL BY THE MAYOR OR ADMINISTRATOR

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 2-Administration and Personnel, Chapter 2.24-Officers & Employees; Sections 2.24.060-Annual Leave & 2.24.070-Sick Leave; is hereby amended.

Section 2.24.060 is hereby amended to read as follows:

A. Transfer or Donation of Annual Leave.

Only under extenuating circumstances, may an employee donate a portion of his/her accrued annual leave to another employee. IN ORDER TO DONATE ANNUAL LEAVE, THE LEAVE:

1. Must be approved by the mayor or city administrator; and
2. Shall not be more than ~~80~~ 40 hours of leave;
3. The annual leave rate shall be paid at the LESSER rate of that employee who is EITHER donating OR RECEIVING the time.

Section 2.24.070 is hereby amended adding subsection "N" Transfer of Sick Leave; and shall read as follows:

~~D. Transfer or donation of sick leave. Sick leave is nontransferable.~~

H. TRANSFER OR DONATION OF SICK LEAVE.

ONLY UNDER EXTENUATING CIRCUMSTANCES, MAY AN EMPLOYEE DONATE A PORTION OF HIS/HER ACCRUED SICK LEAVE TO ANOTHER EMPLOYEE. IN ORDER TO DONATE SICK LEAVE, THE LEAVE MUST BE:

1. APPROVED BY THE MAYOR OR CITY ADMINISTRATOR; AND
2. EMPLOYEE RECEIVING LEAVE MUST HAVE EXHAUSTED ALL AVAILABLE SICK AND ANNUAL LEAVE AND BE ON FMLA
3. SHALL NOT BE MORE THAN 80 HOURS OF LEAVE;
4. THE SICK LEAVE RATE SHALL BE PAID AT THE LESSER RATE OF THAT EMPLOYEE WHO IS EITHER DONATING OR RECEIVING THE TIME.

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

PASSED AND APPROVED January 7, 2020

ATTEST:

Harvey McDonald, Mayor

Teri Feibel, CMC

[Introduction: December 3, 2019]
[1st Public Hearing: December 17, 2019]
[2nd Public Hearing Reading: January 7, 2020]

ORDINANCE 19-12-17-02 **ORDINANCE 20-01-07-01**
AMENING TITLE 2 – ADMINISTRATION & PERSONNEL CHAPTER 2.24 –
OFFICERS & EMPLOYEES

2.24.060 ANNUAL LEAVE.

- A. Permanent Full-time Employees. Permanent full-time employees shall accrue annual leave at the following rates: Four hours annual leave per pay period for the first three years of continuous city employment; five hours annual leave per pay period for the fourth and fifth years of continuous city employment; six hours annual leave per pay period for the sixth through ninth years of continuous city employment; eight hours annual leave per pay period for ten years or more of continuous city employment.
- B. Permanent Part-time Employees. Permanent part-time employees shall accrue annual leave at 50% of the rates established for full time employees.
(Ordinance 17-12-05-01)
- C. Permanent short-hours employees. Permanent short-hour employees shall accrue annual leave at 25% of the rates established for full time employees.
(Ordinance 17-12-05-01)
- D. Temporary Employees. An employee appointed for a position of a temporary nature shall not accrue annual leave credit.
- E. Leave-Without-Pay-Status. The mayor, or his/her designee, may grant leave-without-pay status to an employee at his/her request provided the mayor, or his/her designee determine the leave does not cause a hardship to the city. Such leave request must be made in writing and must be made at least four weeks in advance unless precluded by extenuating circumstances. An employee may not take leave without pay if the employee has accrued leave available for use. Leave without pay shall be classified in two categories:
1. Short term up to 3 months that does not require the filling of that position. Under short term leave the employee may continue to receive benefits if granted as part of leave request.
 2. Long term leave over 3 months or requiring the filling of that position will be considered a termination which will include the termination of all benefits. An employee must exhaust all their earned vacation and sick leave before leave without pay is considered. Employees returning after long term leave will be given priority for any employment opportunities the city may have assuming the employee left in good standing.
- F. Saturdays, Sundays and Holidays. While on annual leave, Saturdays, Sundays and holidays will not be considered as time taken on annual leave, but only regular workdays will be counted.
- G. Pay During Annual Leave. If a payday falls during the annual leave of an employee, he/she shall be entitled to receive at the beginning of his/her annual leave the compensation due while on annual leave.
- H. Authorization. The mayor, or his/her designee, shall authorize, in writing, annual leave requested by an employee.
- I. Accumulation Limit. Up to two hundred and forty hours of annual leave time may be accrued. An employee shall forfeit any leave over two hundred forty hours.

- J. Termination. Accrued annual leave time up to two hundred forty hours will be paid to employees who terminate their employment with the city after six months of service. Payment will be based on salary on date of termination.
- K. Pay in lieu of time off. There shall be no pay in lieu of earned annual leave time except on termination of an employee. The mayor or mayor designee and city administrator may approve an exception to Payment in Lieu of Time off under extenuating circumstances not caused by employee.
- L. Probationary Period. Unless authorized by the mayor, annual leave time may not be taken prior to six months of continuous service. Annual leave shall accrue from the date of employment.
- M. Notice of Annual Leave. All employees shall serve at least two weeks' notice of anticipated annual leave to the mayor or his/her designee in writing and secure written permission for leaves.
 - 1. Any employee that is approved for a draw for any amount will not be deducted in full in the upcoming paycheck, the employee will guarantee this amount by maintaining the full number of vacation hours at the amount necessary to pay back the draw if their employment should end prior to fulfilling their debt unless authorized by the mayor.
 - 2. Any annual leave otherwise taken shall be deemed as unauthorized, and no vacation pay is permitted, and no other benefits shall accrue. Unauthorized annual leaves may be reason for termination.

(Ordinance 17-12-05-01; Prior Ord. 09-02-17-01 & Ord. 8201-2 § 6, 1986)

N. Transfer or Donation of Annual Leave.

Only under extenuating circumstances, may an employee donate a portion of his/her accrued annual leave to another employee.

- 1. Must be approved by the mayor or city administrator; and
- 2. Shall not be more than ~~80~~ **40** hours of leave;
- 3. The annual leave rate shall be paid at the LESSER rate of that employee who is EITHER donating OR RECEIVING the time.

(Ordinance 19-12-17-02; Prior Ord. 18-10-15-01; adding Subsection N)

2.24.070 SICK LEAVE

- A. Policy. All permanent full-time and part-time employees shall accrue and may use as accrued, sick leave on the basis of:
 - a. Permanent Full-time. Four hours per pay period;
 - b. Permanent Part-time. At 50% of the rates established for full-time employees.
 - c. Permanent Short-hours Employees. Permanent short-hour employees shall accrue sick leave at 25% of the rate established for full time employees.
- B. Notification to Superior. Any employee absent due to illness or injury shall immediately notify the city offices within one hour after the normal time for reporting for duty, or as soon as possible. Failure to keep superior informed of expected return date may result in termination of employment.

C. Upon Separation. Upon his/her separation, the unused sick leave of the employee is automatically canceled without pay.

~~D. Transfer or donation of sick leave. Sick leave is nontransferable.~~

D. Accumulation. Sick leave accrued, but not used, shall accumulate until termination of employment. Upon the death of any employee, any unused sick leave in his/her account will be paid in cash to his/her beneficiaries at the employee's rate of pay at the time of death.

E. Availability of Sick Leave.

1. Sick leave shall be granted only in the following instances, or as otherwise deemed allowable by the mayor or his/her designee:

- a) Medical or Dental Appointments. An employee may be granted sick leave for medical or dental appointment for himself, herself, or immediate family.
- b) Illness or Injury. An employee may be granted sick leave for personal illness or injury where his/her presence on the job could jeopardize his or her health or that of fellow employees. An employee may be granted sick leave to attend to the injury or illness of a member of his or her immediate family.
- c) Death in the Family. An employee may be granted sick leave to attend the funeral of a member of his/her immediate or extended family.

2. Sick leave may not be paid in addition to work performed and paid for in excess of 40 hours per week.

- a) Example: Employee works Monday – Friday and logs 40 hours of work on his time sheet (Monday through Friday). He/she puts down 6 hours of sick leave for Saturday that same week. This employee will not be granted the use of 6 hours sick leave. (Ordinance 18-10-15-01; adding subsection (f)(2)(i))

F. Doctor's or Nurse's Certificate. More than five consecutive days sick leave used may require a signed medical certificate.

G. Under certain circumstances, a permanent, non-probationary employee may be entitled to leave for family or medical matters under the Alaska Family Act and upon application for same.

H. TRANSFER OR DONATION OF SICK LEAVE.

ONLY UNDER EXTENUATING CIRCUMSTANCES, MAY AN EMPLOYEE DONATE A PORTION OF HIS/HER ACCRUED SICK LEAVE TO ANOTHER EMPLOYEE. IN ORDER TO DONATE SICK LEAVE, THE LEAVE MUST BE:

1. APPROVED BY THE MAYOR OR CITY ADMINISTRATOR; AND
2. EMPLOYEE RECEIVING LEAVE MUST HAVE EXHAUSTED ALL AVAILABLE SICK AND ANNUAL LEAVE AND BE ON FMLA
3. SHALL NOT BE MORE THAN 80 HOURS OF LEAVE;
4. THE SICK LEAVE RATE SHALL BE PAID AT THE LESSER RATE OF THAT EMPLOYEE WHO IS EITHER DONATING OR RECEIVING THE TIME.

(Ordinance 19-12-17-02; Prior Ord. 18-10-15-01; adding Subsection D; prior Ord. 17-05-02-01; Prior Ordinances: 17-12-05-01; Ord. 96-07 § 3(part), 1996: Ord. 8201-2 § 7, 1986)