

## AGENDA

FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
FOR THE CITY OF THORNE BAY, ALASKA  
COUNCIL CHAMBERS  
CITY HALL  
**March 5, 2019**  
**6:30 p.m.**

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

1. CALL TO ORDER:
2. PLEDGE TO FLAG:
3. ROLL CALL:
4. APPROVAL OF AGENDA:
5. MAYOR'S REPORT:
6. ADMINISTRATIVE REPORTS:
  - a. **City Clerk Report:**
7. PUBLIC COMMENTS:
8. COUNCIL COMMENTS:
9. CONSENT AGENDA:
  - a. MINUTES: Approval of the Minutes for the Regular February 19, 2019, discussion and action item:
10. NEW BUSINESS:
  - a. Appointment of a Mayor Pro-Tem who will have the authority to execute documents on the behalf of the City of Thorne Bay during the absence of both the Mayor and Vice Mayor, discussion and action item:
  - b. Authorizing the City to enter into a rental agreement with Jo Wendel for the rental of Lot 5, Downtown Business District, discussion and action item:

**10. NEW BUSINESS CONTINUED:**

- c. Authorizing the City to enter into a Memorandum of Agreement with the Tlingit & Haida Indian Tribes of Alaska, for the participation in the Village Public Safety Officer Program (VPSO), discussion and action item:
- d. Resolution 19-03-05-01, Opposing the Governor's Proposed FY20 State Budget, discussion and action item:

11. ORDINANCE FOR INTRODUCTION: None

12. ORDINANCE FOR PUBLIC HEARING:

- a. Ordinance 19-03-05-01, amending Title 19 - Library, Chapter 9.04 – Establishment, adding Section 19.04.025, Subsections A, B & C, discussion and action item:

13. EXPENDITURES EXCEEDING \$2,000.00:

14. CONTINUATION OF PUBLIC COMMENT:

15. CONTINUATION OF COUNCIL COMMENT:

16. ADJOURNMENT:

**POSTED: March 1, 2019**

City Hall, AP Market, The Port, USFS , SISD & Thorne Bay School, Riptide Liquor

City Website: [www.thornebay-ak.gov](http://www.thornebay-ak.gov)

**MINUTES**  
FOR THE REGULAR MEETING  
OF THE CITY COUNCIL  
FOR THE CITY OF THORNE BAY, ALASKA  
COUNCIL CHAMBERS  
CITY HALL  
**February 19, 2019**  
**6:30 p.m.**

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*The meeting was preceded by a workshop beginning at 6:00 p.m.  
The public is invited and encouraged to attend*

**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, Slayton, Williams, Hartwell & Edenfield
- Those attending by phone: None
- Those Excused: McDonald & Carlson (*Carlson Requested to be excused – traveling on the ferry and unable to call in*). (*McDonald Requested to be excused – traveling in Egypt*).

**4. APPROVAL OF AGENDA:**

Williams moved to approve the agenda with amendments to remove item Number 10, and adding direction to the city clerk to send written acknowledgment to the High school Boys Basketball. Hartwell seconded the motion.

MOTION: Move to approve the agenda with amendments to remove item Number 10, and adding direction to the city clerk to send written acknowledgment to the High school Boys Basketball

1<sup>st</sup>/2<sup>nd</sup>: Williams/Hartwell

YEAS: Burger, Slayton, Hartwell, Williams & Edenfield

NAYS: None

STATUS: Motion Passed.

## 5. MAYOR'S REPORT:

Vice Mayor Burger provided a report.

## 6. ADMINISTRATIVE REPORTS:

### a. Administrator Written Report 2-19-2019:

#### Meetings Attended and Updates:

- A. Next POWCAC meeting in Craig at 1:00 p.m., on March 26<sup>th</sup> at the Tribal Center.
- B. Everyone needs to take a hard look at the new State budget, that the Governor has proposed, as it will have impacts on TB, the Schools, Law enforcement, transportation (roads and airports), especially the Alaska Marine Highway. The elimination or cuts in government spending where that money is match for federal dollars will impact all infrastructure work, Medicaid, and education. As of last Thursday, the Senate and House have started their reviews so if there are any concerns Tomkins and Stedman need to know ASAP.

#### Tasks and Projects:

- A. Bids are back out for the water and sewer improvements. At this stage we do not know what impact the Governor's budget proposal will have on the funding. It is federal funding but state must accept the funding through the budgeting process. Hopefully this project funds have already been secured.
- B. The wire tie parts for the baler have been shipped and should arrive before end of month.
- C. While down south I will be working on the next FLAP grant application for OVK.
- D. Submitted a grant request to VSW for replacing all the water meters in town. I was told it is a very long shot but thought it was worth trying.

#### Continuing Business

- A. Teri may have the more update for Kasaan slide work and FLAP Grant work. Forest Service is working on a couple locations that may be used as disposal sites and also rock sources for road repairs. OVK is still hoping to get authorization to proceed with the cleanup work before the end of the month. Step one is to get clean up done and repair enough to get the road open to traffic. Second would be to then start repairs for constructing this section of road to the plan and profile that was completed a few years ago for the Kasaan Road.
- B. Forest Service has confirmed that the road across the Federal land still is in their ownership. Once the slide repair work is complete, I would suggest the maintenance agreement be reviewed with the Forest Service.

**New Business:**

- A. The Hendrix family has been officially served paper work mandating that they remove all their personal property from the Alder Road Cull d Sac which they have been using as their home site. They have requested an extension of time beyond the 10 days the notice mandated. They have been aware of the issues for some time and don't feel an extension of time is necessary. If an extension is granted I would not go beyond March 31.

**Ordinances for Public Hearing: NONE**

**Ordinances for Introduction:**

- A. Ordinance 19-03-05-01 adds a new section that establishes Operations and Procedures. Teri has been working on this and can explain more details if needed.

**Harbors and Parks:** Ron has been busy is routine winter maintenance plus helping out with several building issues.

**Streets and Roads:** Max, Josh, and James have been busy with winter maintenance and keeping equipment operational. Maintaining the Kasaan Bypass road has added extra time with plowing and sanding.

**Water and Sewer:** City needs to purchase a container or build a building to house all the parts in the shed at the water treatment plant. The shed area will be part of the new addition for the membrane filter. Going to wait a little to see if the federal funds continue to be available for the projects.

**Solid Waste:** As mentioned the wire tie parts have been shipped. Solid waste collection and disposal needs to be elevated to a higher priority as the City needs to start separating all the items that do not need to be baled or shipped. Paper, glass, metal, alum cans, etc. and all other items that can be reused need to be taken out of the waste stream.

**Law Enforcement:** Sounds like the Governor's budget may have a financial impact for both the Trooper and VPSO programs.

**FIRE/EMS:** The city and KEMS are in discussions on getting more volunteers in place for TB, especially during the daytime. The clutch on the fire truck at Davidson Landing has been adjusted so the truck is operational. However, the clutch has reached its maximum adjustment so the next step will be to rebuild the clutch. The city was been having operational issue with the monitor heater at the fire hall in town for the last few years. It is getting to the stage that even after being serviced it only operates for a short time. We are currently researching what options there are for a long term fix.

**Special Projects:**

**Library:** Making some changes in the operational procedures.

**b. City Clerk Report:**

## CITY CLERK REPORT:

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### Agenda Items:

- a. City had a Notice to Vacate Public Road Right-of-Way served to the land owners of Lot 23, Block 4, Alder Road, South Thorne Bay.

The city is the platting authority within the City Limits of Thorne Bay, and although we do not own the road or the right-of-way, we are tasked with keeping state easements and right-of-way cleared for the uses intended.

The land owners have requested an extension from the 10-day's they were given on the notice due to hardships with not having the ability to move the trailer within the time frame provided.

We have the City Attorney and the State providing direction on what to do next should the individuals not vacate the right-of-way within the time provided either on the notice or the date determined by the City Council should you authorize any extension.

### Public Financial Disclosure Statements are due MARCH 15<sup>th</sup>:

- a. City Councilmembers are required to complete a Financial Disclosure Statement each year by March 15<sup>th</sup>. I have paper forms for anyone who wants to file that way, or you can file online through your MyAlaska account. If you have questions or need any assistance, please don't hesitate to ask.

### City Clerk is working on the following items:

1. **Ordinance & Policy for interest on customer deposits held**

- a. Not completed.

2. **Blight ordinance draft;**

- a. Continuing to draft the ordinance.

3. **Ordinance setting fine schedules for Titles 13, 16 & 17 of the City Code**

- a. Working on this currently and hope to have it to you by the first meeting in March.

4. **Violations & penalties: enforcement:**

- a. We received the updated Citation Books had Trooper Jensen in Thorne Bay on January 30<sup>th</sup> to provide some training to our Harbormaster for issuance of citations. No citations have been issued yet, but we will be ordering parking signs to put in place when the parking plan has been adopted.

**Update on Davidson Landing RFP:**

- a. After the public hearing for the Davidson Landing RFP, the City feels it is in our best interest to postpone development of this area.

**Finance Reports:**

Account Name	Available Balance
<b><u>First Bank</u></b>	\$31,802.60
<u>HEALTH PREMIUM</u>	\$32,287.20
<u>OCCUPANCY TAX</u>	\$41,655.59
<u>CHECKING</u>	\$238,766.19
<b><u>SALES TAX SAVINGS ACCOUNT</u></b>	<b><u>\$311,339.66</u></b>
<u>HARBOR</u>	\$69,388.02
<u>FISHERIES</u>	\$19,224.64
<b>Wells Fargo Investment Accounts:</b>	<b>1,082,140.09</b>
Money Market	\$ 594,967.69
CD Bonds	\$ 498,517.60
<b>ACCOUNT TOTALS</b>	<b>\$1,826,603.99</b>

**7. PUBLIC COMMENTS:**

Patrick Tierney, 33-year resident, past Planning and Zoning Commission Chair, and Platting Official, commented on the following:

- Enforcement authority of the City
- Expressed his opinion on the City offering Public Lands for Private Profit Businesses
- Appreciation of the road maintenance within Thorne Bay.

Laura Clark, Resident of Thorne Bay, commented on the following:

- Derelict, non-registered or operational vehicles and equipment parked within the City road right-of-ways causing hazardous conditions.

## 8. COUNCIL COMMENTS:

### Williams commented on the following:

- Enforcement of parking requirements and illegally parked vehicles. Some areas are considered hazardous and need to be addressed ASAP
- Requested the City Clerk move forward with purchasing and placement of parking signs to be placed where needed and begin enforcing the parking ordinances.

## 9. CONSENT AGENDA:

- a. MINUTES: Approval of the Minutes for the Regular February 5, 2019:

Burger moved to approve the consent agenda for Minutes of February 5, 2019.

Hartwell seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda  
F/S: Burger/Hartwell  
YEAS: Williams, Slayton, Hartwell, Edenfield and Burger  
NAYS: None  
STATUS: Motion Passed.

## 10. NEW BUSINESS:

- a. Approval of request to extend timeline for the Notice to Vacate Public Road-Right-of-Way, on Lot 23, Block 4, Alder Road Williams & Hendrix, discussion and action item:

**ITEM REMOVED FROM THE AGENDA.**

## 11. ORDINANCE FOR INTRODUCTION:

- a. Ordinance 19-03-05-01, amending Title 19 - Library, Chapter 9.04 – Establishment, adding Section 19.04.025, Subsections A, B & C, discussion and action item:

Burger moved to approve Ordinance 19-03-05-01. Hartwell seconded the motion. There was no further discussion.

MOTION: Move to approve Ordinance 19-03-05-01  
F/S: Burger/Hartwell  
YEAS: Williams, Hartwell, Slayton, Burger, and Edenfield  
NAYS: None  
STATUS: Motion Passed.



**12. EXPENDITURES EXCEEDING \$2,000.00: NONE**

**13. CONTINUATION OF PUBLIC COMMENT:**

**Laura Clark commented on the following:**

- Suggested the City Council acknowledge the Basketball Team members individually

**14. CONTINUATION OF COUNCIL COMMENT:**

**Edenfield commented on the following:**

- Snow sculpture created at the RV Park by Randy Stutzman in memory of Fritz (Fred) Lacour.
- Memorial Services for Fritz Lacour at the Thorne Bay School, Wednesday, February 20, 2019, beginning at 5:00 p.m.

**15. ADJOURNMENT:**

Burger Adjourned at 7:04 p.m.

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Lee Burger, Vice Mayor

ATTEST:

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Teri Feibel, CMC

# RENTAL AGREEMENT

## CITY OF THORNE BAY

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, Jo Wendel, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter Lot 5 of the Downtown Business District Subdivision, located 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 for a term of ( ) year(s) beginning April 1, 2019, and ending on March 31, \_\_\_\_\_. 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 ( ) 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.

## RENTAL AGREEMENT CITY OF THORNE BAY

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of **One Hundred and Fifty Dollars (\$150)** 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 to ten percent (10%) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of two-year term, the monthly Rent payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.
4. **Deposits.** Renter shall deposit with the City an amount equal to **Two (2) times the monthly rent, or an amount not to exceed the maximum deposit amount required by the Thorne Bay Municipal Code.** 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 needs 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.
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on; **A Commercial Business operated from a Portable Building, that will be installed, owned and maintained by the lessee as described in Section 15 (fifteen) of this agreement.** The Rented Premises shall be used for no other purposes without the prior written consent **of City Planning Official, or City Council in the absence of the Planning Official.**
6. **Utilities and Fees.** Renter shall be responsible for all utility account **fees** 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 keep current utility accounts will result in disruption of service, and shall constitute a material breach of the Rental Agreement.** A material breach of this contract shall result in termination of the Rental Agreement, and the Renter shall vacate the premises 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

## **RENTAL AGREEMENT CITY OF THORNE BAY**

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.

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 possessors 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

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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.

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

## RENTAL AGREEMENT CITY OF THORNE BAY

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~~ **Quarterly** Sales Taxes due the City.
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 re-Rented 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

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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 (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 re-let 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.

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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 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. 651 et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any



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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.~~

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.

1. **Attorneys' Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys' fees and costs incurred by City in connection therewith including City's attorneys' fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District, at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.
2. **No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.
3. **Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter's personal property and leave the Rented premises neat and clean. If City

# RENTAL AGREEMENT

## CITY OF THORNE BAY

elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter's sole expense.

4. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
5. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to City at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Renter at **P.O. Box 19 , Thorne Bay, AK 99919**, or at such other address as either party may designate in writing to the other.
6. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

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

CITY:  
THE CITY OF THORNE BAY

RENTER:  
\_\_\_\_\_

By \_\_\_\_\_  
Harvey McDonald, Mayor "City"

By \_\_\_\_\_  
"Renter"

## **MEMORANDUM OF AGREEMENT**

### **TLINGIT & HAIDA AND THE CITY OF THORNE BAY (City)**

**THIS MEMORANDUM OF AGREEMENT** is entered into by and between, the Central Council of Tlingit and Haida Indian Tribes of Alaska, Andrew P. Hope Building, 320 West Willoughby Avenue Suite 300, Juneau, Alaska 99801-9983 (“Tlingit & Haida”), and the City of Thorne Bay, Alaska (“City”), 120 Freeman Dr, Thorne Bay

#### **RECITALS**

#### **WHEREAS,**

1. Tlingit & Haida is a federally-recognized Indian tribe, and participates in the State of Alaska’s Village Public Safety Officer (“VPSO”) Program pursuant to a grant from the State of Alaska, Department of Public Safety, authorized by AS 18.65.670 (“the VPSO Grant Agreement”); and
2. City is an Alaska municipality that has requested Tlingit & Haida provide VPSO services in its community;

Therefore, in consideration of the mutual covenants and agreements contained in this Memorandum of Agreement (“Agreement”), it is agreed that:

#### **AGREEMENT**

##### **GENERALLY.**

3. Tlingit & Haida shall, subject to its ability to hire, employ VPSOs to provide VPSO services in the City in accordance with the terms and conditions of the VPSO Grant Agreement and this Agreement; and
4. The City shall cooperate with Tlingit & Haida to meet the established goals and objectives of the VPSO program; and
5. The VPSO shall serve as the first level public safety responder in the City and shall provide services appropriate to that role, including law enforcement, fire protection and prevention, water safety, search and rescue, community policing, public safety education, disaster coordination, and probation and parole

monitoring, as directed by Tlingit & Haida in accordance with the Grant Agreement and this Agreement; and

6. The City shall designate a liaison (City Liaison) whose role will be to act as an intermediary between the VPSO and the community, and also serve as the single point of contact for the VPSO Coordinator, who is the single point of contact for Tlingit & Haida;

#### SUPERVISION AND WORK SCHEDULE.

7. The VPSOs are employees of Tlingit & Haida and solely subject to the Personnel Policies and administrative rules and procedures of Tlingit & Haida; and
8. The VPSOs are not employed, supervised or directed by the City; and
9. Tlingit & Haida will notify the City Liaison when planning to leave the community; and
10. The scope of the VPSO's duties shall be solely determined and defined in writing by Tlingit & Haida, after consultation with the City; and
11. The Tlingit & Haida VPSO Coordinator shall determine the VPSO work schedule, in consultation with the City; and
12. The VPSO work day shall not exceed seven and one half (7.5) hours, nor shall the VPSO work week exceed 37.5 hours, with two (2) consecutive days off, and Tlingit & Haida shall only compensate the VPSO for overtime worked in response to situations involving threats to life or property or under other emergency circumstances, or as otherwise consistent with the Tlingit & Haida policies; and
13. The VPSO Coordinator may place the VPSO into a Temporary Duty Assignment at other locations within the Tlingit & Haida region; and
14. The VPSO shall attend meetings of the City to report on significant public safety matters occurring within or affecting the community;

#### FIREARMS POLICY.

15. In accordance with the VPSO Grant Agreement, the VPSO shall not, except in the case of an emergency, carry a firearm;

## OFFICE SPACE.

16. The City shall provide the VPSO with safe, sanitary, and secure office space; the City shall also provide the office equipment and supplies suitable and necessary to enable the VPSO to perform his or her duties; further, the City shall provide all utility services for the VPSO office space; and the City shall provide a cell phone to the VPSO to be able to respond to calls after hours or while on patrol; the parties agree that the provision of a cell phone is essential;

## RESIDENTIAL LIVING QUARTERS.

17. The VPSO housing stipend will be negotiated between the City and Tlingit & Haida as needed;

## VPSO VEHICLE.

18. The City shall provide the VPSO with a suitable public safety vehicle and fuel for that vehicle at the City's expense; and
19. The VPSO shall be the only person authorized to operate the public safety vehicle; the vehicle will be kept by the VPSO at the VPSO's place of residence to enable prompt emergency response; and
20. The City shall be responsible for maintaining, repairing, insuring and keeping in good working order the VPSO vehicle and other products for the vehicle as needed;

## NO WAIVER OF IMMUNITY.

21. Nothing in this Agreement or the VPSO Grant Agreement is intended to be, or shall be construed as, whether express or by implication, a waiver of Tlingit & Haida's sovereign immunity;

## TERMINATION OF AGREEMENT.

22. Tlingit & Haida reserves the right to withdraw the VPSO if the City withdraws its support for the VPSO program; 30 days' notice is required; and
23. The City reserves the right to withdraw from this MOA; 30 days' notice is required;

ENTIRE AGREEMENT AND AMENDMENTS.

- 24. This Agreement is the entire agreement between Tlingit & Haida and the City; oral changes are not valid; this agreement can only be changed by a written amendment signed by both parties; and
- 25. This Agreement will remain in effect until such time as it is superseded by another more current Agreement.

**CITY OF THORNE BAY**

\_\_\_\_\_ Date: \_\_\_\_\_, 2019

**By:**  
It's Authorized Officer

**CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA**

\_\_\_\_\_ Date: \_\_\_\_\_, 2019

**By:**  
Its Authorized Officer

**CITY OF THORNE BAY**  
**RESOLUTION NO. 19-03-05-01**

A RESOLUTION OPPOSING GOVERNOR DUNLEAVY'S PROPOSED FY20 BUDGET PRIORITIES  
AND RELATED LEGISLATION

**WHEREAS**, the City of Thorne Bay is responsible for municipal governance in this community of 533, and

**WHEREAS**, while Thorne Bay currently have 9 full-time employees who fulfill the obligations of a local government, our ability to do so is limited by statute, public interest and available resources, and

**WHEREAS**, the resources Thorne Bay relies so heavily on to maintain our ability to fulfill these obligations, include State and Federal funding, which offset the burdens that might otherwise be felt by a local tax base.

**WHEREAS**, In FY17, Thorne Bay's tax revenue was 32.20% of our total budget, and any impact from State decision-making on local economies further weakens our sustainability. This includes cuts to the University, AMHS, and Medicaid (which impacts municipal-owned hospitals).

**WHEREAS**, Governor Michael J. Dunleavy's FY20 budget proposal cuts more than 91.6 billion from current state programs in order to pay out full past and current year Permanent Fund Dividends and fails to look at additional sources of revenue; and

**WHEREAS**, The budget proposal directly and adversely affects the City of Thorne Bay and other municipalities by, in part, balancing the state budget at the expense of municipal taxpayers, including through the following mechanisms:

1. Elimination of the Community Aide Assistance Fund (approximately \$85,249.90 and is 6.41% of the City of Thorne Bay's Budget);
2. Elimination of the Shared Fisheries Business Tax (Thorne Bay receives approximately \$3,500.00)

3. A 25% reduction in the Southeast Island School District's foundation would equate to \$1.3 Million based on their projected enrollment for FY19/20 School Year. An average teaching position is budgeted at \$100 thousand dollars, so this would be a cut of 13 teachers.... that when the SISD only has a total of 21 teachers at 8 sites who are currently funded in the general fund.

**WHEREAS**, although PCE and Community Aide Assistance remain funded, we are concerned for their long-term viability. The combined reductions and cost-shifting will mean that the City of Thorne Bay anticipates:

1. Potential staff reductions would include two full time positions. Thorne Bay currently has nine full-time employees providing only the essential services to our community. A loss in employees would be devastating to our municipal departments but would be required to make up for the \$85,000 in lost revenue from the Community Aide Assistance.
2. Public Safety budget reduced by 100%. Thorne Bay currently funds our Public Safety Officer (VPSO), Emergency Medical Services and Fire departments with the revenue from the Community Aide Assistance. Loss of this revenue would eliminate these essential services.
3. Quality of Life programs potentially eliminated include Library and Parks and Recreation departments.
4. Taxes would need to increase by 2%\_to offset these decisions.

**WHEREAS**, the residents on Prince of Wales Island rely heavily on the operations of the Marine Highway System, specifically the Inter-Island Ferry Authority; and

**WHEREAS**, though the Inter-Island Ferry Authority is currently self-funded by approximately 70%, it relies greatly on the annual support from the State of Alaska to make up the additional 30% in daily operational costs; and

**WHEREAS**, we believe the proposed FY20 budget and approach that the Governor has outlined reflects little concern for the burden that you have passed on to residents of Alaska; and

**WHEREAS**, the City Council for the City of Thorne Bay will work to mitigate the damage from these actions, including to work with legislative leaders to develop solutions that reflect the public interest.



**NOW THEREFORE BE IT RESOLVED** that the City Council for the City of Thorne Bay City Council opposes the Governor's FY20 proposed budget priorities; and

**BE IT FURTHER RESOLVED** that the City Council requests that the Alaska Legislature fulfill its duty to act on behalf of all Alaskans as a check on the powers of the Executive Branch; and

**BE IT FURTHER RESOLVED** that the City Council further requests that the Legislature take action on revenue, through other means either by transfers from the earnings from the Permanent Fund or Constitutional Budget Reserve, through reduction in oil tax credits, and/or through other means of diversifying revenue; and

**BE IT FURTHER RESOLVED** that the City Council requests the Clerk distribute a copy of this Resolution to the Governor, each Commissioner, and each Member of the Alaska Legislature.

**PASSED AND APPROVED THIS 5<sup>th</sup> Day of March 2019**

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Mayor Pro-Tem

ATTEST:

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Teri Feibel, CMC

CITY OF THORNE BAY  
ORDINANCE 19-03-05-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,  
AMENDING THORNE BAY MUNICIPAL CODE TITLE 19-LIBRARY, CHAPTER 19.04-  
ESTABLISHMENT; ADDING SECTION 19.04.025 – LIBRARY OPERATIONS AND  
PROCEDURES, SUBSECTIONS A, B & C

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

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

Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.

Section 3. Amendment of Title 19. The title and chapter of 19-Library, Chapter 9.04 – Establishment, adding Section 19.04.025, Subsections A, B & C, are hereby added to the Thorne Bay Municipal Code and shall read as set forth on pages 2 & 3 of this ordinance.

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

PASSED AND APPROVED March 5, 2019

\_\_\_\_\_  
Mayor Pro-Tem

ATTEST:

\_\_\_\_\_  
Teri Feibel, CMC

[Introduction: February 19, 2019]

[Public Hearing: March 5, 2019]

**ORDINANCE 19-03-05-01  
TITLE 19 - PUBLIC LIBRARY  
CHAPTER 19.04 - ESTABLISHMENT**

**ADDING SECTION 19.04.025 – LIBRARY OPERATIONS AND PROCEDURES**

**19.04.025 LIBRARY OPERATIONS & PROCEDURES.**

**A. CHAIN OF COMMAND.**

THERE SHALL BE A “CHAIN OF COMMAND”.

THE LIBRARIAN IS THE HIGHEST LEVEL OF AUTHORITY WITHIN THE LIBRARY DEPARTMENT, AND AS SUCH, VOLUNTEERS ARE REQUIRED TO PROCESS ALL REQUESTS OR NOTICES TO THE LIBRARIAN, INCLUDED BUT NOT LIMITED TO:

- PURCHASE REQUESTS (REQUESTS FOR MATERIALS OR SUPPLIES)
- DAMAGES (REQUEST FOR WORK ORDER)
- UN-SCHEDULED LIBRARY CLOSURES

**B. LIBRARY SCHEDULE:**

IT IS THE DUTY OF THE LIBRARIAN TO PRODUCE A MONTHLY SCHEDULE OF LIBRARY OPERATION HOURS AND VOLUNTEERS SHIFTS.

**C. DAILY RECONCILIATIONS:**

LIBRARY VOLUNTEERS SHALL BE HELD ACCOUNTABLE FOR ALL FUNDS RECEIVED DURING THEIR SHIFT. EACH VOLUNTEER IS REQUIRED TO KEEP A JOURNAL THAT INCLUDES THE FOLLOWING INFORMATION:

• WEEK DAY	• DATE
• VOLUNTEER NAME	• PATRON NAME
• NON-RESIDENT DEPOSIT	• COPIES
• OVERDUE FINES	• LOST OR DAMAGED MATERIALS
• DONATIONS	• SHIFT TOTALS

AT THE END OF THEIR SHIFT, THE VOLUNTEER WILL SEAL THE FUNDS COLLECTED INTO AN ENVELOP, SEAL IT, SIGN AND DATE IT. THE ENVELOP WILL THEN BE DEPOSITED INTO A SAFETY DEPOSIT BOX THAT WILL BE DELIVERED TO CITY HALL ON FRIDAY EACH WEEK