

NOTICE OF REGULAR CITY COUNCIL MEETING

TUESDAY, APRIL 21, 2020 @ 6:30 p.m.

AGENDA
FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR
THE CITY OF THORNE BAY, ALASKA

TUESDAY, APRIL 21, 2020

TIME: 6:30 p.m.

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE

WEBEX CONFERENCE LINE: 1-408-418-9388

CODE: 620 183 031

Web Link:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=mc574492747e18c8ac85d66e069ed6e8a>

Dial: 620183031@cityofthornebay.my.webex.com

You can also dial: 173.243.2.68 and enter your meeting number.

THERE WILL BE NO WORKSHOP

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

- a) Approval of the Minutes from the March 3, 2020 Regular City Council Meeting, discussion and action item:

10. NEW BUSINESS:

- a) Resolution 20-04-21-01, a resolution of the city council for the city of thorne bay, establishing the Health Emergency Order No.1, related to COVID-19 mandating that all people in Thorne Bay hunker down, all non-essential travel be strictly prohibited, and all persons or vessels entering the thorne bay harbor be under a strict order of a 14-day quarantine pursuant to the governor issued state mandate 10; and further authorizes the mayor to issue health statements on behalf of the city council until the public health disaster emergency no longer exists, discussion and action item:
 - b) Resolution 20-04-21-02, further declaration of emergency health disaster and request for funding from State and Federal Resources, discussion and action item:
 - c) Authorizing the renewal of a two year lease agreement for 1-acre of land at the Sort Yard between the City and Ken Batton, discussion and action item:

NOTICE OF REGULAR CITY COUNCIL MEETING

TUESDAY, APRIL 21, 2020 @ 6:30 p.m.

11.ORDINANCE FOR PUBLIC HEARING:

- a) **Ordinance 20-04-21-01**, amending Title 2, Chapter 2.14-City Administrator, Section 2.14.050-Administrator Powers and Duties, discussion and action item:

12.EXPENDITURES EXCEEDING \$2,000.00:

13.EXECUTIVE SESSION:

14.CONTINUATION OF PUBLIC COMMENT:

15.CONTINUATION OF COUNCIL COMMENT:

16.ADJOURNMENT:

Posted: April 17 2020

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

Website: www.thornebay-ak.gov

MINUTES
FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR
THE CITY OF THORNE BAY, ALASKA
CITY HALL COUNCIL CHAMBERS
120 FREEMAN DRIVE
Tuesday, March 3, 2020
6:30 p.m.

The meeting was preceded by a Workshop of the City Council beginning at 6:00 p.m.

1. CALL TO ORDER:

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, Rhodes, Longbotham, Edenfield, Stram & Hert
Attending by phone: McDonald

4. APPROVAL OF AGENDA:

Burger moved to approve the agenda. Rhodes seconded Rhodes moved to approve the agenda adding new business item c-TBMC 2.08.030 Vacancy in Office of Mayor. Hert seconded the motion

MOTION: Move to approve the agenda adding item 10 (c) TBMC-Vacancy in Office of Mayor
F/S: Rhodes/Hert
YEAS: Rhodes, Longbotham, Stram & Hert
NAYS: McDonald, Burger, Edenfield
STATUS: Motion Passed.

MOVE TO APPROVE THE AGENDA.

YEAS: Rhodes, Long, Stram, Hert, Burger
NAYS: McDonald/Edenfield
STATUS: Motion Passed

5. MAYOR'S REPORT:

Vice Mayor Burger stated he had been absent and that while he was gone there were items taken that were not in order of the City.

Mayor Pro-Tem Eric Rhodes

1. Spoke with superintendent of Klawock regarding school having ETT classes and they had but not successful. Directed to Chandell Piburn who has been working toward an island wide billing program.
2. Jim Potdevan regarding the harbor grant from ADOTP&F which has 50% match but worth applying for.
3. Reached out to DCRA and found that this year we qualify for the Community Development Block Grant after years of not qualifying. There will be a workshop in Anchorage for HUB.
4. Spoke with Jake with APT about getting the backup generator on Southside.
5. SAM AND DAVE at the Water Department doing AMAZING JOB! With everything going on they have done great
6. On expenditures for computers, they are for water department and will allow Sam to monitor from home instead of running into town.
7. Purchase requirement Parameters so that there is something
8. Identified _____ issues after 2 min in the building

6. ADMINISTRATIVE REPORTS:

a) City Clerk Report:

City Clerk Report:

Current Department Activities:

1. Solid Waste – Working on getting them set up to take credit/debit card payments at the Solid Waste Facility.
2. Water Department – Sam is here to provide his report.
3. Financial overview – At this time the City is looking at a negative for our net income this fiscal year. This is due to some unexpected expenditures with the baler repairs and other equipment needs.
4. Budget Amendments, we are over budget in many areas and need to address those with a non-code ordinance.
5. Public Financial Disclosure Statements are due not later than March 16th. I have paper copies if needed, however the APOC office prefers that all filers do so through their MyAlaska Account. If you need assistance set up a time to meet with me and I can help the best I can.

Account Name:	Available Balance
<u>HEALTH PREMIUM</u>	<u>\$35,033.15</u>
<u>OCCUPANCY GEN.</u>	\$5,018.31
<u>40% SALES TAX</u>	\$116,854.70
<u>OCC TAX EMS/FIR</u>	\$9,659.38
<u>OCC TAX TOURISM</u>	\$5,986.14

Account Name:	Available Balance
<u>OCC TAX PARKS</u>	\$8,271.21
<u>OCC TAX HARBOR</u>	\$16,338.04
<u>WATER UTL R&R</u>	\$285.41
<u>SEWER UTL R&R</u>	\$143.09
<u>SOLIDWASTE R&R</u>	\$476.57
<u>CHECKING</u>	\$80,815.55
<u>60% SALES TAX</u>	<u>\$211,904.56</u>
<u>HARBOR</u>	\$79,941.46
ACCOUNT TOTALS	\$ 570,727.57
FIRST BANK	\$ 38,677.37
WELLS FARGO INVESTMENTS	\$ 1,091,072.07
QUICKBOOKS INCOME	\$ 991,180.84
QUICKBOOKS EXPENSE	\$ 1,008,940.90
QUICKBOOKS OPERATING INCOME:	\$ -17,760.06

Water Report

A Departmental Overview

The Water/Sewer Department is administered by Sam Sawyer, Level II Water Operator. The Supervisor(s) and staff are responsible for the operation and maintenance of the City's four core sanitation services: Water Treatment, Water Distribution, Sewage Collection, and Sewer Treatment. Duties include maintenance, minor and major schedule and unscheduled repairs throughout all four systems, monthly reporting to the Alaska Department of Environmental Conservation as required, direct sampling as scheduled for water quality and wastewater effluent quality compliance, implementation of a preventative maintenance schedule, construction of new water distribution mains and residential /commercial service connections and wastewater collection mains and residential/commercial service connections.

Current Department Activities:

During the month of February, the water departments goal was to keep moving forward with the water plant upgrade while still providing safe potable water to the community.

The project called to replace the last remaining water valve that supplies water to town, install a new chlorinator/Ph probe, install a new master magnetic flow meter, install new turbidimeters, complete training on the new nanofiltration unit and get it operational, and to work with the electrical engineers setting up the automation of the filter valves and get the master computer communicating with all of the equipment.

Due to DEC regulations, we had to place town on a boil water notice while replacing the main water valve. For us to change this valve out, we planned on having a diver place an inflatable plug inside the water storage tank outlet to control and prevent water from leaving the tank. The plugs we received two days prior to this scheduled event, were not the correct type of plugs needed to complete the task at hand and after failed attempts with the plugs, I decided that in order for us to stay on schedule and to get the boil water rescinded as soon as possible, our only option was to drain the storage tank, replace the valve and start making water as fast as possible to fill the storage tank again. The replacement of the valve was successful, and we started filling the storage tank as fast as the water plant would allow. Due to changes made by the project engineers, this process took longer than expected but within two days we were sending water to town again. Samples were then taken in the distribution system to ensure the water was safe to drink and the boil water notice was rescinded. All the new equipment was installed and functional, the electrical engineers were able to get all of our new equipment automated with the new master computer, and we did some training on the new nanofiltration system and the new SCADA system.

During the commission of the nanofiltration, we experienced some issues and at this time we cannot run the nanofiltration system at its full potential due to a possible leak in our main water line between Water Lake and the water treatment facility. I have contacted Alaska rural water association to come help find the water leak with their leak detection equipment and they will be here March 16th. After walking the main water line, there is no visible water leak anywhere to be found which makes us believe it is underground between the water plant and the foot bridge that crosses Deer Creek.

Furthermore, I walked the entire water main and observed some areas where the ground has been washed away due to heavy rains and ground water and it is posing a serious threat to the stability of the water line and the electrical line running to the pump at the lake. Due to the age of the water line, ground erosion, and the existing wooden structure the pipe sits on in some sections, it is my belief along with the engineers, that the main water line needs to be fully replaced very soon. We can spend money and band aid some of this, but the line does need to be replaced soon as it was built in 1988 and can fail permanently if it's not addressed.

I have contacted Village Safe Water and they are looking for emergency funding to see if we can accomplish this task. I received a quote for the replacement of the water main, fully installed and it was roughly \$300,000.

7. PUBLIC COMMENTS:

Brad Clark commented on the following:

- Grant training
- IRT Grants
- Historical – Saturday at 1pm and again in June “Ole timers” potluck dinner

Dave Egelston commented on the following:

- Concerns over issues with the City Administrator position and to make official complaint.

Dave Egelston Read and Submitted the following written complaint:

3//3/20

I am here this evening to talk specifically to the city council about several issues dealing with the City Administrator position and to make an official complaint.

I was appalled to learn that our current City Administrator, Wayne Benner, was suspended by the mayor pro tempore last week. Wayne was city administrator here for almost ten years. During that time, he worked with a couple of mayors, many city council members, city employees, local businesses and the public moving this city forward. His accomplishments are many and he is respected by most of the residents of the city as well as many in other communities on this island and across the state who were informed via facts instead of rumors or ignorant gossip. He was routinely seen walking or driving to the office on weekends to work in quiet without the interruptions that came during the week. His accomplishments were team oriented and led to improvements with LED streetlights, the establishment of the new marina and facilities at Davidson Landing, improvements of roads, solid waste facilities and many other facility improvements. This past year while the city was under a consent order with the DEC he oversaw the continuing upgrades to the city's water and sewer plants. That was almost a full-time job in itself. He saved the city a huge amount of money in potential fines and penalties. He did it with no raise in salary for himself, only for the other employees in the city. He kept budgets in the black every year and increased the city's savings. The suspension move was not only in poor taste, it appears to have been improper by violating the city's municipal code and/or state law.

City administrator Benner was served with suspension papers by the mayor pro tempore on Monday, February 24th, two days before he was departing the city for the last time. Either it was improperly done by mayor pro tempore acting without the council's concurrence, or if the council concurred, they held a meeting which violated the state's open meeting statutes because it was not announced and was not open to the public.

We are now on the cusp of choosing a new city administrator. It is the city council's responsibility to hire the administrator. The contract with Prothman offers certain advantages to the city if one of the top three recommended persons is selected as administrator. If the city selects a person other than one of the top three, we lose options and waste money.

The city is watching your actions. Malfeasance by councilors will not go unnoticed. If it comes to it, I will be first in line to recall city council members and donate to the hiring of an attorney to sue not the city, but individual council members who violate their oath of office, the Municipal Code and/or State Statutes. The municipal code will prevent the city from paying for an attorney to represent you.

I would like to remind all the council member of their responsibilities as defined in the Thorne Bay Municipal Code and/or the Alaska Statutes. I am official making a complaint

against Mr. Rhodes and any city councilmember who were a part of the suspension of City Administrator Wayne Benner.

I am asking for a full investigation into their actions with regard to the suspension and into the hiring of a e City Administrator if that person is not one of the top three applicants recommended by Prothman.

I am attaching pertinent sections of the city's Municipal code and Alaska Statutes for reference.

Sincerely,

David Egelston”

Greg Kirkof commented on the following:

- Regarding the Administrators suspension. Who made the decision to take this action when departure was imminent and with nothing to gain?

Charles Jennings commented on the following:

- Resident of Thorne Bay since 1985. Commented that he had seen many things done by Municipal Officials, some administrators who embezzled and misappropriation of funds. Stated that there are several ways to find out about someone with internet that there can be research done to hire.

8. COUNCIL COMMENTS:

Eric Rhodes commented on the following:

- Commented that there were no meetings held nor were there any violations of the Open Meetings Act. Stated that some may not understand the reasons why, and he understands their concerns. Rhodes stated there was an immediate need for action and the suspension of Wayne Benner was warranted.

Edenfield commented on the following:

- Stated that not all of the council were aware of the events prior to the fact. It all happened prior to action.

McDonald commented on the following:

- Concurred with Cindy Edenfield

Burger commented on the following:

- As Vice Mayor, I was not notified of this either. If there was action to be taken it should have been done by the council and not arbitrarily by part of the council.

9. CONSENT AGENDA:

- a) January 21st, 2020, Regular City Council Meeting Minutes, discussion and action item:

Burger moved to approve the consent agenda consisting of the Jan 21, 2020, Regular City Council Meeting Minutes. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to approve the consent agenda consisting of the January 21, 2020, Regular City Council Meeting Minutes
F/S: Burger/Edenfield
YEAS: Longbotham, Edenfield, Hert, Burger, Rhodes, Stram & McDonald
NAYS: None
STATUS: Motion Passed.

10. NEW BUSINESS:

- d) Vehicle & Equipment purchase parameters discussion and possible action item:

McDonald stated this had been started a while back. Wayne and I met with staff and explained that needed parameters. Rhodes stated that he put the parameters together within one min. Burger moved to approve parameters for equipment purchase. McDonald seconded the motion. Hert inquired if there would be different forms for each department. Would harbor have one tailored to them, solid waste, streets etc? Burger stated the parameters would be used for all departments. Rhodes stated that the items on the form would be optional. Those were ideas that James had, however the council would need to vote on the vehicle purchases. Hert stated she agreed with the form provided for parameters, but not necessarily what was provided in terms of the vehicle samples and prices.

MOTION: Move to approve parameters for equipment purchase
F/S: Burger/McDonald
YEAS: Hert, Burger, Edenfield, McDonald, Rhodes, Longbotham, & Stram
NAYS: None
STATUS: Motion Passed.

- e) Resolution 20-03-03-01, a resolution recognizing Thorne Bay's Local Government Specialist Iura Leahu, for his dedication, expertise and assistance with the needs of the City of Thorne Bay, discussion and action item:

Burger moved to approve Resolution 20-03-03-01, recognizing the Thorne Bay's Local Government Specialist, Iura Leahu, for his dedication, expertise, and assistance with the needs of the City of Thorne Bay. Longbotham seconded the motion. Rhodes explained that Iura has assisted many communities and never been thanked.

MOTION: Move to approve Resolution 20-03-03-01, recognizing the Thorne Bay's Local Government Specialist, Iura Leahu, for his dedication, expertise, and assistance with the needs of the City of Thorne Bay.

F/S: Burger/Longbotham

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

NAYS: None

STATUS: Motion Passed.

f) Thorne Bay City Code 2.08.030 Vacancy in Office of Mayor, discussion and action item:

Rhodes explained that he brought this item to the table after spending a couple of days in the office and completed many tasks that had not been taken care of. Stated that the Mayor was not in Thorne Bay and the city code states the council Shall by 2/3 concurring vote declare the seat of Mayor vacant because he no longer physically resides in the City. Rhodes stated he provided Mayor McDonald many opportunities to step down and failed to. McDonald stated he was in constant contact with the City Clerk and others in the office. That he was very active in what was happening in the City when he was away.

Further discussion ensued between the city council regarding the interpretation of the city code requirements for declaring the Mayor seat vacant and the legality of adding the item to the agenda at the last minute without notice to the public.

Rhodes moved to vote that the council declare the office of Mayor vacant. There was no second. Edenfield moved to table the item for further research. Burger seconded the motion.

McDonald stated he would request to step down as Mayor and remain as a councilmember for City Council Seat G.

Burger moved to accept as resignation to office of Mayor. Rhodes seconded the motion. There was no further discussion.

MOTION: Move to accept Harvey McDonald's resignation as the Mayor and retaining City council office Seat G

F/S: Burger/Rhodes

YEAS: Burger, Rhodes, Longbotham, Stram & Hert

NAYS: Edenfield

STATUS: Motion Passed.

Burger moved to appoint Cindy Edenfield as Vice Mayor. Edenfield seconded the motion. There was no further discussion.

MOTION: Move to appoint Cindy Edenfield as Vice Mayor
F/S: Burger/McDonald
YEAS: McDonald, Burger, Edenfield,
NAYS: Rhodes, Longbotham, Stram & Hert
STATUS: Motion Failed.

Rhodes moved to nominate Roger Longbotham as Vice Mayor. Hert seconded the motion. There was no further discussion.

MOTION: Move to appoint Roger Longbotham as Vice Mayor
F/S: Rhodes/Hert
YEAS: Burger, Rhodes, Longbotham, Stram & Hert
NAYS: McDonald, Edenfield,
STATUS: Motion Passed.

11. EXPENDITURES EXCEEDING \$2,000.00:

- A. Authorizing an expenditure not to exceed \$2,400.00, for the purchase of one Lenovo Laptop and one desktop computer from PC Nation, discussion and action item: *(Computer and Laptop will belong to the Water and Sewer Department and are required for the new treatment system)*

Burger moved to approve the expenditure of \$2,400.00 for the purchase of one Lenovo Laptop and one desktop computer from PC Nation for Sewer & Water department. Longbotham seconded the motion.

MOTION: Move to approve the expenditure of \$2,400.00 for the purchase of one Lenovo Laptop and one desktop computer from PC Nation
F/S: Burger/Longbotham
YEAS: McDonald, Burger, Rhodes, Longbotham, Edenfield, Stram & Hert
NAYS: None
STATUS: Motion Passed.

12. EXECUTIVE SESSION: None

13. CONTINUATION OF PUBLIC COMMENT:

Robert Hartwell commented on the following:

- Suspension of Mr. Benner was vindictive and childish act. Actions could open lawsuit that could cost the city hundreds of thousands of dollars.

DeAnn Minnillo commented on the following:

- Inquired if the computer purchase fall under the grant?

Sam Sawyer commented on the following:

- Explained the computer is needed for running the new system, but the State did not cover costs due to tight budgets. The engineers where who chose which was needed.

Charles Jennings commented on the following:

- Inquired who decided what was to be fixed and replaced with this grant? Stated he had been to the water plant recently and seen that there were still items that were not upgraded that had been installed in 1986 and designed only to last 15 years.
- Stated he had agreed with a lot of things said by council tonight but believe things should be discussed in executive session before done in public like tonight.

Sam Sawyer commented on the following:

- Responded that Mr. Jennings was correct, the filters were the ones put in in 1986. This had been brought this up to the State on many occasions. Explained that he pleaded to get in the Grant but it wasn't included. Village Safe Water was the one who designed the upgrades. DOWL Engineering also submitted an estimate to the state which was to replace the entire water plant and VSW won. Now the grant has exceeded what the cost would have been for replacing the entire plant. Sam Sawyer confirmed that indeed the filters were the same as ones put in over 30 years ago. This was a 1.2-million-dollar project and was brought on due to the City failing the standard for trihalomethanes. The state did not account for a lot of stuff that needed to be fixed. He had brought up the existing filters with Doug Pogue with VSW and he did not feel they were an issue.

Amy McDonald commented on the following:

- Commented that out of all who were present at the council meeting, she was the longest resident. Explained that her father raised his family here, and she raised her family here. Commented that the way the city council handled things with the Mayor was unprofessional and the way the council handled the suspension of the City Administrator Wayne Benner was not appropriate.

Jim Silverthorn stated he concurred with Ms. McDonald's statement.

Greg Kirkof commented on the following:

- There is a divide among the city council, and he would encourage the council to do better for city.
- Kirkof stated he would support whatever recall petition came forward.

Laura Clark commented on the following:

- Commented that she wished the council had more professionalism, that what happened with Mayor McDonald not gone down the way it did and that employees were not wondering if they were going to have a job next week.

Mark Minnillo commented on the following:

- Regarding water plant upgrades, It was an eye opener to hear Charlie Jennings talk about some of the items at the water plant there were not upgraded.

- Clarification on the minutes from the 21st say 6 of 6. Motion on ordinance confusing where unanimous vote yes, but motion failed.

Sam Sawyer commented on the following:

- Commented that he was a resident Thorne Bay has and talked with a lot of people about what is going on in the City. People are leaving. Nothing here for families. No EMS, nothing looking good for staying here. Wanted to raise family here because of safe environment but they are missing out on a lot, with education being one. With Alaska being the richest state, why are we all so poor.
- Inquired if the Council had plans to help the economy grow. Explained that his family was everything to him and would not raise his family here without jobs or opportunities and make them go through what he did growing up and not have any opportunities. The City is losing a lot of families here especially with what is going on with the school board.

Brad Clark commented on the following:

- Thank Harvey for time as Mayor.
- Administrator position is coming up soon and that he was an applicant. Explained there would be an opportunity for the community to interview and he would ask that they participate.

14.CONTINUATION OF COUNCIL COMMENT:

Rhodes commented on the following:

- Apologized that what he said hurt anyone's feelings.

Longbotham commented on the following:

- Addressing Sam's concerns for boosting economy and that is something that has been on my mind. Economic growth is important for a community as a whole.

Edenfield commented on the following:

- In the past the city was approached by someone wanting to start a business and the City turned them down.

15.ADJOURNMENT:

Burger adjourned the meeting at 8:14 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC



**CITY OF THORNE BAY
RESOLUTION 20-04-21-01
COVID-19 ORDER NO. 1**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ESTABLISHING THE HEALTH EMERGENCY ORDER NO.1, RELATED TO COVID-19 MANDATING THAT ALL PEOPLE IN THORNE BAY HUNKER DOWN, ALL NON ESSENTIAL TRAVEL BE STRICTLY PROHIBITED, AND ALL PERSONS OR VESSELS ENTERING THE THORNE BAY HARBOR BE UNDER A STRICT ORDER OF A 14-DAY QUARANTINE PERSUANT TO THE GOVERNOR ISSUED STATE MANDATE 10; AND FURTHER AUTHORIZES THE MAYOR TO ISSUE HEALTH STATEMENTS ON BEHALF OF THE CITY COUNCIL UNTIL THE PUBLIC HEALTH DISASTER EMERGENCY NO LONGER EXISTS

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-Cov-2 virus (“virus”), a new strain of the coronavirus that has not been previously identified in humans and is easily transmittable person to person; and

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the virus a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

WHEREAS, on March 20, 2020, the City Council declared a local emergency in response to COVID-19; and

WHEREAS, as of March 20, 2020, the State of Alaska had 14 confirmed COVID-19 cases; and

WHEREAS, as of March 20, 2020, the State of Alaska had issued eight [health Mandates](#) including closing schools until May 1, 2020; and

WHEREAS, as of March 20, 2020, the neighboring municipality of the Ketchikan Gateway Borough had three confirmed COVID-19 cases; and

WHEREAS, the City of Thorne Bay is linked to the Ketchikan by water through the Inter-Island Ferry Authority traveling 4-days per week; and by air through daily commercial air traffic; and

WHEREAS, on March 23, 2020, the State of Alaska issued [health mandate 9.1](#) that generally prohibited close contact with people by prohibiting personal care services and gatherings of ten or more people; and

WHEREAS, on March 23, 2020, the State of Alaska issued [health mandate 10.1](#)-International and Intrastate Travel-Order for Self-Quarantine, requiring that all people arriving in Alaska to self-quarantine for 14 days and monitor for illness; and

WHEREAS, Residents should stay home and work from home as much as possible, except to work certain Critical Jobs, listed below; to buy, sell, or deliver groceries or other critical goods; to receive or provide health care; and to get fresh air without coming within 6 feet of others. Residents shall conduct business via telephone, fax or electronic communications as much as possible; and

WHEREAS, anyone particularly at-risk from COVID-19 should reduce exposure by staying at home, not physically going to work, and not doing their own shopping if possible; and

WHEREAS, people that are particularly at risk of complications from COVID-19 include those 60 years and older, individuals of any age with a serious underlying medical condition and pregnant woman. Household members of those who are at elevated risk should implement these more stringent guidelines as well, to the extent possible; and

WHEREAS, this resolution is an emergency declaration and is reasonable and necessary under the circumstances to protect the public health, welfare, and safety in the City of Thorne Bay and shall have the same effect as an Ordinance of the City Council enacting a law within the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA:

THAT THE FOLLOWING SECTIONS SHALL BE ADOPTED:

Section 1. Establishment:

This resolution may also be referred to as “Thorne Bay COVID-19 ORDER 1.”

Section 2. Stay Home Order.

In order to minimize any spread of COVID-19 all residents of the City shall hunker down and shelter in place as much as possible except to work in critical jobs, listed in section six of this order; to buy, sell, or deliver groceries or other important goods such as those sold by critical businesses; to receive or provide health care; and to get fresh air without contacting others.

On the limited occasions when individuals leave home, they shall:

1. Maintain social distancing of at least six feet from any person outside their household whenever possible.
2. Practice recommended hygiene, including regular hand washing, monitoring for symptoms,
3. Refrain from visiting residences or participating in gatherings,
4. Eliminate nonessential travel and trips to public places.

If you are sick or suspect you may have the COVID-19 virus, and have a fever, cough or difficulty breathing, call the SEARHC Health Center [(907) 755-4800] and ask for assistance. Call 911 if it is an emergency.

Residents shall follow all health mandates issued by Governor Dunleavy, the Alaska Department of Health and Human Services (DHSS), and the U.S. Center for Disease Control (CDC).

All entities should advise their out-of-town contractors and business partners that travel to/from the City is strongly discouraged and should not be done until the public health disaster no longer exists.

Section 3. International or Intrastate Travel 14-day Self-Quarantine Order:

Individuals who have travelled into the City from any other city (both in and outside of Alaska) are mandated to quarantine in their homes for a period of 14-days.

All persons shall comply with the [Harbor Quarantine Policy](#). Individuals or vessels are prohibited from entering the Thorne Bay Harbor without first completing and [Travel Declaration](#) and submitting to the Thorne Bay Harbormaster by email at harbormaster@thornebay-ak.gov, or by submitting the declaration to through the mail slot in the Thorne Bay Harbormasters Office located at the top of the harbor on Shoreline Drive or City Hall Office at 120 Freeman Drive, Thorne Bay, AK 99919.

Section 4. Non-critical Business Closure Order.

All non-critical businesses and entities must close their premises to the public; however, businesses and entities are encouraged to use telecommuting or work from home procedure if at all possible.

Section 5. Transmission Minimization Order for Critical Businesses or Entities.

All critical businesses or entities that remain open must enact significant measures to minimize the transmission of the coronavirus.

Critical businesses or entities unable to enact or found to have not enacted significant measures to minimize the transmission of the coronavirus shall close their premises to the public. Significant measures to minimize the transmission of the coronavirus should include, but are not limited to:

- a) Adoption of telecommuting or work from home procedures,
- b) Stringent hygiene and disinfecting practices,
- c) Maximizing social distancing,
- d) Minimizing unprotected contact between employees and members of the public and items or surfaces that employees and members of the public come into contact with,
- e) Requiring that employees stay home if sick, and
- f) Prohibiting premises access to persons exhibiting symptoms of COVID-19.

Section 6. Definition of critical business or entity.

A critical business or entity includes the following regardless whether it is for profit, not for profit, or other entity:

- a) “Healthcare Operations” including hospitals, clinics, dentists, ophthalmologists and optometrists, chiropractors, pharmacies, medical laboratories, other healthcare facilities and providers, home healthcare services providers, mental health providers, companies and institutions involved in the research and development, manufacture, distribution, warehousing, or supplying of pharmaceuticals, biotechnology therapies, consumer health products, medical devices, diagnostics, equipment, services, or any related and/or ancillary healthcare services. “Healthcare Operations” also includes veterinary care and healthcare services provided to animals. “Healthcare Operations” does not include fitness and exercise gyms, massage therapy locations, or similar facilities;
- b) Businesses providing any services or performing any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, the barge services, public works construction, construction and maintenance of housing, airport operations, water, sewer, gas, electrical, utility, mineral production, roads and highways, trucking and shipping companies, public transportation, solid waste collection and removal, internet, and telecommunications systems;
- c) First responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel;
- d) “Critical Government Functions” means the judiciary, the legislature, and all services needed to ensure the continuing operation of the government agencies that provide for the health, safety, and welfare of the public. Federal, Tribal, and State of Alaska

employees should follow direction of their employer regarding whether and where to report to work;

- e) Defense and national security-related operations supporting the U.S. Government or a contractor to the U.S. government;

- f) Grocery stores, supermarkets, food banks, marijuana retailers, liquor stores, convenience stores, and other similar establishments engaged in the retail sale of food, beverages, or other household consumer products (such as cleaning and personal care products, pet food, and pet supplies). This includes stores that sell groceries and also sell other non-grocery products, as well as stores that sell products necessary to maintaining the safety, sanitation, and operation of residences;
- g) Food manufacturing and cultivation, including fishing, hunting, farming, and livestock;
- h) Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged, unsheltered, or otherwise vulnerable individuals;
- i) Newspapers, television, radio, and other media services;
- j) Gas stations and auto-supply, auto-repair, towing companies, bicycle repair, and related facilities;
- k) Banks, mortgage companies, insurance companies, and related financial institutions;
- l) Hardware stores;
- m) Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and operation of residences and critical businesses;
- n) Businesses providing mailing and shipping services;
- o) Educational institutions for purposes of facilitating distance learning;
- p) Laundromats, dry cleaners, and laundry service providers;
- q) Restaurants, bars, and breweries and other facilities that prepare and serve food and beverages, but only for delivery or carry out under the restrictions described in the State of Alaska [Health Mandate 3](#);
- r) Businesses that supply products needed for people to work from home;
- s) Businesses that supply other critical businesses with the support or supplies necessary to operate;
- t) Businesses that ship or deliver groceries, food, goods, or services directly to residences;
- u) Businesses that provide transportation services of passengers or goods, including the Alaska Marine Highway System;
- v) Home-based care for seniors, adults, or children;
- w) Hotels, residential facilities, and shelters for seniors, adults, and children;
- x) Professional services, such as legal or accounting services, that do not involve close personal contact or that are necessary to assist in compliance with legally mandated activities, to complete time sensitive activities, or activities related to or caused by COVID-19;
- y) Labor union essential activities;

- z) Childcare facilities, subject to new recommendations for increased hygiene and social distancing. Childcare facilities should be used only by those who need childcare to work at a critical job; and
- (aa) Funeral, mortuary, cremation, burial, cemetery, and related services.

Section 7. Procedural Due Process.

If a business or entity is not listed above, and the business owner or authorized agent believes that the business or entity is critical or it is an entity providing critical services or functions, the business may request a determination from the Manager, or designee.

Section 8. Effective Date and Duration.

This resolution shall be effective upon adoption. A public service announcement shall be widely distributed providing public notice of the orders in this resolution. This resolution shall remain in effect until the public health disaster emergency no longer exists.

BE IT FURTHER RESOLVED that the City Council for the City of Thorne Bay authorizes the Mayor to issue health statements on behalf of the City Council until the public health disaster emergency no longer exists.

Passed and Approved by the Thorne Bay City Council on this 21st day of April 2020.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC



CITY OF THORNE BAY
RESOLUTION 20-04-21-02

A RESOLUTION OF THE CITY OF THORNE BAY, FURTHER DECLARING A PUBLIC HEALTH EMERGENCY IN THORNE BAY AND REQUESTING THAT THE GOVERNOR OF ALASKA PROVIDE SUCH STATE ASSISTANCE AS MAY BE AVAILABLE TO MEET THE ONGOING EMERGENCY CREATED BY COVID-19 AND TO REQUEST ADDITIONAL ASSISTANCE FROM FEDERAL AGENCIES WHERE STATE CAPABILITY IS NOT ADEQUATE.

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

WHEREAS, on March 11, 2020, the World Health Organization (“WHO”) declared the virus a pandemic; and

WHEREAS, on March 11, 2020, the State of Alaska declared a public health emergency in response to the anticipated outbreak of the virus in Alaska; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a national emergency in response to the virus pandemic; and

WHEREAS, on March 20, 2020, the City Council declared a local emergency in response to COVID-19; and

WHEREAS, while the potential extent and effect of COVID-19 cannot yet be known, it remains vital for the City of Thorne Bay to be prepared and take all needed precautions throughout the entire timeframe of the emergency related to COVID-19; and

WHEREAS, because of the ongoing nature of the emergency, this declaration of local emergency shall remain in effect until November 24, 2020, or until the virus is no longer declared a federal or state emergency, whichever occurs first.

NOW THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE CITY OF THORNE BAY, ALASKA:

Section 1. The City Council for the City of Thorne Bay hereby declares a local emergency to exist within the City of Thorne Bay. A copy of this Resolution shall be filed promptly with the Alaska Division of Homeland Security and Emergency Management.

Section 2. The City of Thorne Bay requests that the Governor of Alaska provide such State assistance as may be available to meet the ongoing emergency created by COVID-19 and to request additional assistance from Federal agencies where State capability is not adequate.

PASSED AND APPROVED BY THE THORNE BAY CITY COUNCIL, this 21st day of April 2020

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

RENTAL AGREEMENT – KEN BATTEN

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, Ken Batten, (hereinafter called the “RENTER”).

1. **Rented Premises.** The City does hereby Rent to the Renter one (1) acre plus or minus of land at the Sort Yard along the road to the Heli Port, See Attached Exhibit 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 June 1, 2020 and ending May 31, 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 One Hundred 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 N/A . Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of

RENTAL AGREEMENT – KEN BATTEN

no repairs the deposit will be refunded in full. First and last month may be waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per "Exhibit A".

5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Storage and repair of helicopters and related equipment, that includes a hanger and fuel storage for aviation use. The Rented Premises shall be used for no other purposes without the prior written consent of City. The Heli-port, the area adjacent to the Heli-port and the access road to the Heli port must remain open and available for emergency use at all times and at no time shall anything be left unattended in these areas.
 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.
 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
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RENTAL AGREEMENT – KEN BATTEN

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.

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
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RENTAL AGREEMENT – KEN BATTEN

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.
 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;
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RENTAL AGREEMENT – KEN BATTEN

- (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 (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 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

RENTAL AGREEMENT – KEN BATTEN

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.
 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.
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RENTAL AGREEMENT – KEN BATTEN

1. **Attorneys' Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys' fees and costs incurred by City in connection therewith including City's attorneys' fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District, at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.
2. **No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.
3. **Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter's personal property and leave the Rented premises neat and clean. If City elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter's sole expense.
4. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
5. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to City at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Renter at, _____, or at such other address as either party may designate in writing to the other.
6. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

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

CITY:

RENTER:

THE CITY OF THORNE BAY

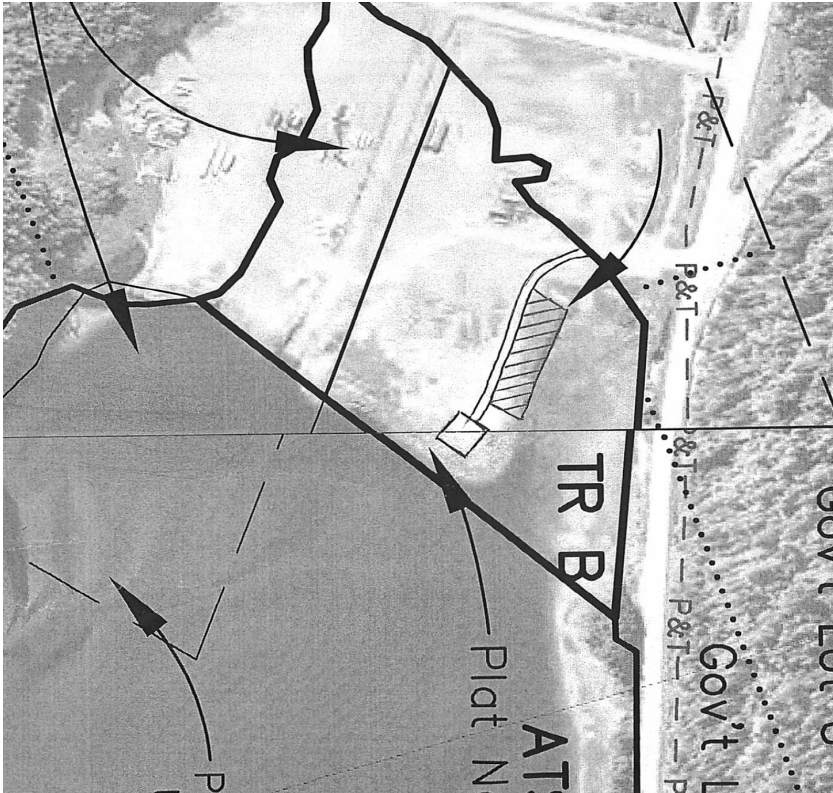
By _____
Lee Burger, Mayor "City"

By _____
Ken Batten "Renter"

RENTAL AGREEMENT – KEN BATTEN

ATTEST:

Teri Feibel, CMC Clerk/Treasurer



CITY OF THORNE BAY
ORDINANCE 20-04-21-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING ORDINANCE 13-04-02-01; AMENDING THORNE BAY MUNICIPAL CODE TITLE
2-ADMINISTRATION AND PERSONNEL, CHAPTER 2.14-CITY ADMINISTRATOR, SECTION
2.14.050 – POWERS AND DUTIES

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 2.14-City Administrator, Section 2.14.050, is hereby amended.

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

PASSED AND APPROVED April 21, 2020

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: April 7, 2020]
[Public Hearing: April 21, 2020]

AMENDING TITLE 2 ADMINISTRATION & PERSONNEL
CHAPTER 2.14 – CITY ADMINISTRATOR

SECTION:

2.14.050 Powers and Duties. Acting through powers delegated by the mayor, the city administrator shall serve as the chief administrative officer ~~and executive officer~~ of the municipality. He or she shall execute the provisions of this code and all other applicable laws. Without limiting the foregoing or excluding other or broader powers consistent therewith, and acting at all time under the delegation and supervision of the mayor, the city administrator shall:

- A. Hire, supervise, discipline, and evaluate city employees, **WITH EXCEPTION OF THE CITY CLERK & FINANCE DEPARTMENT**; and volunteers, or further delegate this authority in a given case;
- B. Direct the care and custody of municipal property;
- C. Direct and supervise the construction, maintenance, and operation of municipal public works;
- ~~D. Direct and supervise the operations of municipal departments and programs;~~
- E. Prepare and submit the annual budget and capital improvements program to the council;
- F. Keep the mayor and council fully advised concerning the financial condition and needs of the city;
- G. Apply for state, federal or other grants and, upon the mayor's approval of the project or the council's appropriation therefore, execute and carry out the terms and condition of such grant agreements;
- H. Establish rates, fees, or charges for services, leases, and programs provided or administered by the city except where such rates, fees, or charges have been established by the mayor or the council or the authority to establish such rates, fees or charges has been delegated to a board or other body; and
- I. All other duties assigned by the mayor or council. (Ordinance 13-04-02-01; Prior Ord. 98-01 § 3(part), 1998)

