

NOTICE OF RESCHEDULED MEETING DATE OF THE CITY COUNCIL MEETING
TUESDAY, MAY 26, 2020 @ 6:30 p.m.

AGENDA

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

A SPECIAL MEETING DATE OF TUESDAY, MAY 26TH, 2020
TIME: 6:30 p.m.

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE
WEBEX CONFERENCE LINE: 1-408-418-9388
CODE: **620 646 059**

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 of the March 20, 2020, Special City Council Meeting, discussion and action item:
 - b) Approval of Minutes of the April 7, 2020, Regular City Council Meeting, discussion and action item:
 - c) Approval of the Minutes of the April 28, 2020, Regular City Council Meeting, discussion and action item:
10. NEW BUSINESS:
 - a) Approving the Ingress and Egress Easement over Tract A, to access John Neirinckx Property Lot 12, Greentree Heights, discussion and action item:
 - b) Authorizing the renewal of a two year lease agreement for Lots 6 & 7 of the Downtown Business District to Southeast Roadbuilders, discussion and action item:
 - c) Authorizing the renewal of a two year lease agreement for Lot 4 of the Downtown Business District to Southeast Island School District, discussion and action item:
 - d) Resolution 20-05-26-01, accepting Coronavirus Relief Funds in the amount of \$573,859.52, for costs that are for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), from the Alaska Department of Commerce, Community and Economic Development, discussion and action item:

11. ORDINANCE FOR INTRODUCTION:

- a) **Ordinance 20-06-02-01**, approving the Fiscal Year 2021 Budget of Operating Income and Expenses for the City of Thorne Bay, beginning July 1, 2020, ending June 30, 2021, discussion and action item:
- b) **Ordinance 20-06-02-02**, amending Title 2-Administration and Personnel, Chapter 2.38- Emergency Medical Services Department; Adding EMS Coordinator Position for Thorne Bay, discussion and action item:

12. ORDINANCE FOR PUBLIC HEARING:

- a) **Ordinance 20-05-19-01**, authorizing a special election to be held on June 30, 2020, on the question of recall of certain members of the city council, setting out the form of the recall ballot, and establishing procedures for the election, discussion and action item:

13. EXPENDITURES EXCEEDING \$2,000.00:

14. EXECUTIVE SESSION:

15. CONTINUATION OF PUBLIC COMMENT:

16. CONTINUATION OF COUNCIL COMMENT:

17. ADJOURNMENT:

Posted: May 22, 2020

City Hall (2), Post Office, Riptide, AP Market, USFS, Thorne Bay School, SISD, Davidson Landing
Website: www.thornebay-ak.gov

More ways to join the Council Meeting:

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE

Meeting Information

Meeting link:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=mf3508151cd0a8a121c586e466bc6ffd1>

Meeting number:

620 646 059

Password:

a2kBMS465xa (22526746 from phones and video systems)

MINUTES

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

FRIDAY March 20, 2020

5:00 p.m.

1. CALL TO ORDER:

Mayor Burger called the meeting to order at 5:02 p.m.

2. PLEDGE TO FLAG:

Audience and Council said the Pledge to the Flag

3. ROLL CALL:

Those present were:

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

4. APPROVAL OF AGENDA:

Burger moved to approve the agenda. Edenfield seconded the motion.

5. PUBLIC COMMENTS:

Sean Kaer commented on the following:

- Commended Eric Rhodes for his quick response in getting the triage tent to Klawock for setting up medical camp. And further noted that he understood the tent to be compromised due to neglect. Encouraged administration to step up and be responsible for the trailers to keep them in good condition.
- Commended Roger Longbotham for commented at a meeting for the Kasaan Road, that there was not a division, no separation between North and South side.
- Expressed appreciation for both Longbotham and Rhodes and stated that they are doing what they were elected to do.

Sherri Becker, Superintendent of SISD, commented on the following:

- Informed the council and public of the closures of the Schools and District until April 10th due to the COVID-19, Emergency Crisis.
- Stated that the school was working on getting food services as well as instructional services in some form or fashion to all of our students in all of our communities. There will be three drop off locations for food and instructional activities for parents and will be notifying parents of them.
- Requested the City work with SISD on the Emergency Operations Plan and get all the information updated.

6. COUNCIL COMMENTS:

Longbotham provided the following comments:

- Thank you to Teri Feibel for moving quickly in the Emergency Situation and getting things set up for the City Council and public to meet via tele & video conferencing.

McDonald provided the following comments:

- Thanked the staff for putting together all the documentation that the Council has received as far as information and requirements that the virus is going around and keeping everyone informed on what needs to be done.

Burger provided the following comments:

- Expressed the importance of maintaining should maintain vigilance on making sure that:
 - We are all distancing ourselves from potential infected people,
 - Washing our hands
 - Taking all of the precautions that have been laid out by the State and CDC
 - Stay home if you are not feeling well
- Stated that the confirmed cases of COVID-19 have been in Juneau Fairbanks Anchorage.

7. NEW BUSINESS

- a) RESOLUTION 20-03-20-01, a resolution of the City Council for The City of Thorne Bay, declaring a local disaster emergency. As provided by as 26.23.140, the intent of this declaration is to activate the response and recovery aspects of any and all applicable local or interjurisdictional disaster or emergency plans, and to authorize the furnishing of aid and assistance under those plans; discussion and action item:

Burger moved to approve Resolution 20-03-20-01, declaring a local disaster emergency for Thorne Bay. Longbotham seconded the motion. Burger requested the City Clerk read the Resolution in its entirety for the public record.

MOTION: Move to approve Resolution 20-03-20-01, declaring a local disaster emergency for Thorne Bay
F/S: Burger/Longbotham
YEAS: Hert, Longbotham, Rhodes, Stram, Edenfield, McDonald and Burger
NAYS: None
STATUS: Motion Passed.

8. EMERGENCY ORDINANCE:

- a) Ordinance 20-03-20-01, an emergency Ordinance Authorization to hold public meetings exclusively telephonically and allow public participation via telephone.

Burger moved to approve emergency Ordinance 20-03-20-01, authorizing public participation in council meetings telephonically. Edenfield seconded the motion. There was further discussion.

MOTION: Move to approve emergency Ordinance 20-03-20-01, authorizing public participation in council meetings telephonically
F/S: Burger/Edenfield
YEAS: Hert, Longbotham, Rhodes, Stram, Edenfield, McDonald and Burger
NAYS: None
STATUS: Motion Passed.

9. CONTINUATION OF PUBLIC COMMENT:

Sean Kaer provided the following comments:

- Thanked the council for providing the option of participating in meetings over the telephone and stated that everyone appreciated it.

Teri Feibel provided the following comments

- Thanked everyone for participating via telephonically and asked that everyone be patient and understanding if there are any issues with the system, as the City has never used anything like this before.
- Informed the public that during the emergency disaster there may be a need for special meetings. As required by code, Special Meetings will be posted 24 hours prior to the meeting.

10. CONTINUATION OF COUNCIL COMMENT:

McDonald provided the following comments:

- Would be remaining in Arizona until the travel ban has been lifted and it is safe to travel again.
- Inquired if the front office of City Hall had been closed to the public.

Rhodes provided the following comments:

- Thanked the City for setting up the WebEx meeting audio is great.
- Encouraged people to reach out and help those in need during this time of social distancing. If you know anybody that's in the compromised group, whether age, or immunocompromised, reach out and let them know you are able to help them.
- Stated he would be willing to deliver groceries to anyone in need. He could drop them off at their doorstep, using a safe distance.

Jon Stram provided the following comments:

- Thanked the Clerk for getting the meeting set up commented on how well it had gone.
- Stated he had been working on the Historical Society Committee to put on the viewing in June. Commented that the event, obviously, may or may not go on. Discussions will continue with that and will see how Coronavirus situation shakes out and whether they will be able to put that event on.
- Stated there was a very productive meeting on the Roads committee and the young lady in Kasaan has been doing a wonderful job on moving that forward.

11. ADJOURNMENT:

Mayor Burger adjourned the meeting at 5:35 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

MINUTES

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR
THE CITY OF THORNE BAY, ALASKA
LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE
WEBEX CONFERENCE LINE: 1-408-418-9388

TUESDAY, APRIL 7, 2020

TIME: 6:30 p.m.

1. CALL TO ORDER:

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

2. PLEDGE TO FLAG:

Council and audience stood for the pledge to the flag.

3. ROLL CALL:

Those present by phone: Hert, Rhodes, Edenfield, Burger, Longbotham, McDonald, Stram

4. APPROVAL OF AGENDA:

Mayor approve the agenda removing expenditure exceeding \$2,000. Hert seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda removing item “a” under Expenditures Exceeding \$2,000

F/S: Burger/Hert

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

NAYS: None

STATUS: Motion Passed.

5. MAYOR’S REPORT:

Burger commented on the following:

- Encourage everyone to do their part in keeping safe during this emergency disaster of COVID-19, and requested that all follow the following 5 steps to keep safe: Practice Social Distancing and keep a 6-ft distance from others, avoid traveling outside of town, avoid leaving your home unless necessary, practice good hand hygiene-wash your hands often, avoid touching your face.

6. ADMINISTRATIVE REPORTS:

City Clerk commented on the following:

- Thank you to everyone for their patience as the City is continuing to try and understand and work the new teleconferencing of the meetings.
- The City is doing everything they can to keep the community as healthy as possible within the parameters that we have. The City encourages people to:
 - Stay home if you do not need to get out if you are feeling ill at all, or have any of the symptoms of the corona virus,
 - Symptoms include fever, cough and lung congestion. Call your doctor right away if you are experiencing these symptoms.

CLERK REPORT CONTINUED:

- The City applied for and was awarded the Brownfield Assessment Grant for the assessment of the old fire hall cleanup.
- City Hall is closed to the public, but we are open for business. We accept payments by phone, on our website, you can drop them through the mail slot in the front door of City Hall. We are answering the phones and any questions that people may have. Please reach out to us if you need anything by using our emails or phone numbers listed on our website.
- Again, we want to remind everybody, especially those who are coming home from wintering away, that when you do arrive in Thorne Bay you are required to be under quarantine for 14-days upon arrival. Take your neighbors up on any assistance you may need for going to the grocery stores and so on. The city has posted a flyer up on our website and around town stating this as well. And so if you have any questions, give us a call and see how we can assist you in any way.
- The Inter Island Ferry (IFA) schedule has changed. They are only running a few times a week that schedule is also up on the city's website. So please, if you have the chance to go there and check out our latest news feeds. Our website address is www.thornebay-ak.gov. They IFA is also limiting the number of travelers who can be on the Ferry (IFA) per route to ensure that they can adhere to the six-foot distance and keep travelers and crewmembers safe.

HARBOR AND PORTS:

- There is a quarantine policy on the agenda for the council to vote on that adopts a 14-day quarantine policy for boats coming into Thorne Bay. This is the same policy as Craig and Klawock have adopted. Boats coming into our Harbor, that have not been here within the last seven days they must file the declaration or travel declaration thing where they've been and find out if they must follow the 14-day quarantine or not.

LIBRARY REPORT:

- Due to the Governors Mandate the Library has been closed since 3/14/20. During this time, we have:
 - Cleaned the carpets,
 - Worked on increasing the lap bags for smaller children, and
 - Completed the application for the PLAG Grant. Ordering for the year is almost complete.
- We are preparing the Community Garden Boxes since planting is just around the corner. I have purchased an abundance of seeds, and we will have some to share.
- We are still encouraging people to learn about the Digital Library. The DL is the online version of the Alaska State Library. Thousands upon thousands of books in all categories are available for download. It's like having an absolutely free Kindle account. Folks should send an email to TBPLALASKA@Gmail.com with a request to join. I will send back the login information. It's completely free.

- Thank you to everyone that continues to support the Library through the receipt program at the Thorne Bay Market. It makes a huge difference and we so appreciate you all!
- Should our C-19 crisis end we are prepared to start a children's summer program. More to come if that is possible.

7. PUBLIC COMMENTS:

Greg Kerkof submitted the following written public comment to be read into the record:

- “With all due respect. City Councilman Rhodes issued an illegitimate suspension on February 24. To then city administrator Wayne Benner the day before Mr. Benner’s last day as city administrator prior to his retirement. It has come to my attention that while Councilman Rhodes signed the suspension papers he had coordinated with fellow councilman Longbotham and two other Councilman in violation of the State’s Open Meetings Statute.

I request the city council draft a resolution to require Councilman Rhodes and Councilman Longbotham to issue two letters. The first an apology to the city administrator Wayne Benner for having taken such a drastic and insulting measure!

The second letter from Councilman Rhodes and apology to the citizens of Thorne Bay for usurping his authority as mayor Pro Tem to circumvent municipal code 2.1 4.030, which requires the council approval to suspend or remove the city administrator.

I would also like to mention that should the city council choose to hold a vote on these actions that Councilman Rhodes and Councilman Longbotham would have to recuse themselves because of their involvement. ‘With all due respect’.”

Karen Petersen provided the following comments:

- I would like to voice my support for the resolution from Planning and Zoning regarding the Bayview Timber Sale. I would especially like to assert that if that timber gets sold, it should be through an open bid process so that all timber operators on POW have a shot at buying it.
- Regarding the USDA – Rural Utility Grant for power to Greentree Heights: While our application made it into the to 18 applications (there were hundreds) we did not qualify for funding according to the agency because we failed to prove the our community has a high poverty rate, and they were concerned that there were no houses in the subdivision. I am working with Teri and we are going to appeal this decision. Any appeal that is filed will come before the council for approval.
- For the people who were interested in looking for funding for a backup generator for South Thorne Bay – the application period is open now. Thank you

Lucette O'Hagan-Lovell provided the following written comments:

“Please add this written Public comment to the next council meeting.

Topic: Access Easements

It is important that as the local subdivision plating authority that the City of Thorne Bay follows its city ordinance when offering advice or answering questions concerning platted property access easements. Specifically, sections 16.08.010 Dedication, 16.08.020 Easement, and section 16.08.080 Right of Way should be reviewed.

These 3 sections clearly show an average citizen that easements are defined as Right of Ways on final platted maps within Thorne Bay. The City should agree with this.

Further it would be wise (just a recommendation) if the City looked at adding a section to the ordinance that clearly listed covenants, conditions, and restrictions to platted Right of Ways. By doing so the City and citizens would be less likely to have a burden of legal expenses to settle a dispute. Restriction to Easements should be clearly listed as such on Plat notes labeling the restriction with a corresponding note number. Underlying ground restrictions cannot have an effect on platted Easements if there are no clear plat notes pointing to the specific Easement. This how other municipalities document restrictive use of Easements and would allow less legal cost burden.

Legal expenses to access a property right (platted Easement use) is a deterrent for people who wish to move to Thorne Bay.

Further the City should always act in the best course of preserving public access, if there is ever a question of defining such.”

Respectfully,

Lucette O'Hagan-Lovell

Thom Cunningham provided the following comments over the teleconference line:

- Suggested the City begin to look at how Elections will be handled in October with the current state of the Health Crisis of COVID-19
- Regarding D1 on the agenda, the City had done this in past and did not bind it causing all of the material to fall over the side of the road when graded. If the council approves they should require that there be a way to bind the material.
- Inquired what date the “low cost dump day” would be if approved.

8. COUNCIL COMMENTS:

Harvey McDonald commented on the following:

- IFA is running but at limited capacity (UNABLE TO MAKE OUR AUDIO DUE TO INTERRUPTIONS)

Eric Rhodes commented on the following:

- Regarding claims to OMA, Informal canvassing is a perfect legal function, especially if there's never more than two people in a room and is perfectly legal.
- Only apology he would provide would be to the public that we cannot relay more information about the reasons for the suspension.
- Re-Petition stated he would sign the recall petition himself if those petitioning would stop going door to door during a time of a Health Emergency.

9. CONSENT AGENDA:

- a) Approval of the Minutes from the February 6, 2020, Special City Council Meeting, discussion and action item:

Burger moved to approve the minutes of the February 6, 2020, Special City Council Meeting. Longbotham seconded the motion. There was no further discussion.

MOTION: Move to approve the minutes of the February 6, 2020, Special City Council Meeting
F/S: Burger/Longbotham
YEAS: Rhodes, Hert, Burger, Stram, Longbotham, McDonald & Edenfield
NAYS: None
STATUS: Motion Passed.

10. NEW BUSINESS:

- a) Resolution 20-04-07-01; a resolution of the Thorne Bay City Council supporting the Planning & Zoning Resolution No. 20-03-09-01-PZ regarding the City of Thorne Bay's Official Position on the proposed Bay View Timber Sale, outlining potential negative impacts the timber sale may have on the community, discussion and possible action item:

Burger moved to approve Resolution 20-04-07-01; a resolution of the Thorne Bay City Council supporting the Planning & Zoning Resolution No. 20-03-09-01-PZ regarding the City of Thorne Bay's Official Position on the proposed Bay View Timber Sale. Longbotham seconded the motion. Rhodes thanked Jim Baichtal for preparing the resolution regarding the Bayview Timber Sale. There were no further comments.

MOTION: Move to approve Resolution 20-04-07-01, supporting the Planning & Zoning Resolution No. 20-03-09-01-PZ regarding the City of Thorne Bay's Official Position on the proposed Bay View Timber Sale
F/S: Burger/Longbotham
YEAS: Rhodes, Hert, Burger, Stram, Longbotham, McDonald & Edenfield
NAYS: None
STATUS: Motion Passed.

- b) Resolution 20-04-07-02, a resolution of the City Council for the City of Thorne Bay, recognizing Cindy Edenfield for her leadership in the community, time, training, effort, and many years dedicated to the Thorne Bay EMS, discussion and action item:

Burger moved to approve Resolution 20-04-07-02, recognizing Cindy Edenfield for her leadership and dedication in the community for so many years. Rhodes seconded the motion. Longbotham thanked Cindy for all she has done for the community and the time she had put into the EMS and helping people. Rhodes, Stram, McDonald and Burger all commented expressing their appreciation and gratitude to Cindy Edenfield for her dedication to the community.

MINUTES OF THE APRIL 7, 2020 REGULAR CITY COUNCIL MEETING

MOTION: Move to approve Resolution 20-04-07-02, recognizing Cindy Edenfield for her leadership and dedication in the community for so many years
F/S: Burger/Rhodes
YEAS: McDonald, Longbotham, Stram, Edenfield, Rhodes, Hert and Burger
NAYS: None
STATUS: Motion Passed.

- c) Resolution 20-04-07-03, a resolution adopting the Harbor Quarantine Policy effective April 7th through April 21st, discussion and action item:

Burger moved to approve Resolution 20-04-07-03, adopting the Harbor Quarantine Policy effective April 7th through April 21st. Edenfield seconded the motion. Longbotham inquired if the two weeks identified for the policy would be long enough? Clerk stated that the council would review the resolution again on the 21st to determine if it needed to be extended. There was further discussion.

MOTION: Move to approve Resolution 20-04-07-03, adopting the Harbor Quarantine Policy effective April 7th through April 21st
F/S: Burger/Edenfield
YEAS: Stram, Rhodes, Hert, Longbotham, McDonald, Burger and Edenfield
NAYS: None
STATUS: Motion Passed.

- d) Closure of the City of Thorne Bay's public recreation areas (i.e. basketball court and playground area), discussion and action item:

No need for closures. No action taken.

- e) Authorizing the City to host a "Low Cost Dump Day", discussion and action item:

(The council would also need to set a date for the Low-Cost Dump Day, suggested date from Solid Waste Operator is April 18th, however with COVID-19 that may need to be pushed into May or June-Possible to approve the low cost dump day with the date to be determined)

Burger moved to authorize a low cost dump day with a date to be determined. Longbotham seconded the motion. Longbotham requested the City provide the Low Cost Dump Day as a two day event instead of only one. Burger amended his motion to provide for a two day event. Longbotham amended his second.

MOTION: Move to authorize a low cost dump day for two full days with a date to be determined
F/S: Burger/Longbotham
YEAS: McDonald, Longbotham, Stram, Edenfield, Rhodes, Hert and Burger
NAYS: None
STATUS: Motion Passed.

11. ORDINANCE FOR INTRODUCTION:

- 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:

Burger moved to approve Ordinance 20-04-21-01. Rhodes seconded the motion. Clarification of the ordinance amendments was requested, and the Clerk stated the amendments would clear contradictory authority of the City Administrator also being the Chief Executive Officer. The Chief Executive Officer of a second-class City is the Mayor. The amendment also clarified that the Clerk's Office is separate than that of the City Administrator and is supervised under the Mayor with the Clerk supervising the finance staff. There was no further discussion.

MOTION: Move to adopt Ordinance 20-04-21-01.
F/S: Burger/Rhodes
YEAS: Rhodes, Stram, McDonald, Hert, Edenfield, Longbotham and Burger
NAYS: None
STATUS: Motion Passed.

12. ORDINANCE FOR PUBLIC HEARING:

- a) **Ordinance 20-04-07-01**, amending Title 1-General Provisions; Section 1.16.035-Minor Offense Fine Schedule, setting fine amounts for minor offense violations of Title 17-Zoning, discussion and action item:

Burger moved to approve Ordinance 20-04-07-01. McDonald seconded the motion. There was no further discussion.

MOTION: Move to approve Ordinance 20-04-07-02.
F/S: Burger/McDonald
YEAS: Edenfield, Rhodes, Burger, Longbotham, Stram, McDonald & Hert
NAYS: None
STATUS: Motion Passed.

- b) **Ordinance 20-04-07-02**, amending Title 17-Zoning; Chapter 17.04-Planning & Zoning; Section 17.04.050 Enforcement, Violations and Penalties, discussion and action item:

Burger moved to approve Ordinance 20-04-07-02. McDonald seconded the motion. Rhodes commented he had this go to PZ for review and they concurred with the amounts. There was no further discussion.

MOTION: Move to approve Ordinance 20-04-07-02.
F/S: Burger/McDonald
YEAS: Edenfield, Rhodes, Burger, Longbotham, Stram, McDonald & Hert
NAYS: None
STATUS: Motion Passed.

13. EXPENDITURES EXCEEDING \$2,000.00:

- a) Discussion possible action for the expenditure of approximately \$130,000, for D1 Rock to be placed on the Goose Creek Kasaan Road, discussion and possible action item:

REMOVED FROM AGENDA.

14. EXECUTIVE SESSION:

- a) There will be an Executive Session: To discuss and possibly negotiate contract terms with a potential new city administrator *(No action will be taken during executive session—only discussions that will decide if a vote will be taken at the regular session or if further negotiations are needed.)*

Longbotham moved to adjourn into executive session to discuss subjects that tend to prejudice the reputation and character of any person, to discuss and possibly negotiate contract terms with a potential new city administrator. Burger seconded the motion. There was no further discussion.

MOTION: Move to adjourn into executive session to discuss subjects that tend to prejudice the reputation and character of any person, to discuss and possibly negotiate contract terms with a potential new city administrator.

F/S: Burger/McDonald

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

NAYS: None

STATUS: Motion Passed.

Adjourned for Executive Session at 7:37p.m.

- b) Appointment of City Administrator for the City of Thorne Bay, Alaska, for a three-year term, discussion and action item:

Burger moved to appoint Les Carter as the City of Thorn Bay's city administrator for a term of three years. Commencing not earlier than June 1 and not later than August 1. McDonald seconded the motion. There was no further discussion

Motion: Move to appoint Les Carter as the City of Thorn Bay's city administrator for a term of three years. Commencing not earlier than June 1 and not later than August 1.

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

NAYS: None

STATUS: Motion Passed.

15. CONTINUATION OF PUBLIC COMMENT:

There were no further public comments.

16. CONTINUATION OF COUNCIL COMMENT:

McDonald commented on the following:

- Thanked the council for all the work in Executive Session. The session was well put together, and stated it was nice working together in hiring a new Administrator.

Edenfield commented on the following:

- Thanked all the community for staying safe. Commented that people are really adhering to the health mandates and that she barely see's anyone around at all.

Hert commented on the following:

- Thank you, Teri Feibel, City Clerk, for all of her hard work in absence of Administrator.

Burger commented on the following:

- Teri is absolutely is an integral part of the City's operation.

Longbotham commented on the following:

- Regarding comments that a few of the councilmembers violated the OMA, there was no meeting, no violation, only a consensus on a letter.

Stram commented on the following:

- Commented that he was looking forward to the virus being over and seeing everyone in person again.

Edenfield commented on the following:

- There is Easter Sunrise Service at Sandy Beach on Easter Sunday at 7:30 a.m. Encouraged everyone to join the service. Commented that they be adhering to the 6-ft social distancing requirements.

17. ADJOURNMENT:

Burger adjourned the meeting at 9:07 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

MINUTES

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

TUESDAY, APRIL 28, 2020

TIME: 6:30 p.m.

1. CALL TO ORDER:

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

2. PLEDGE TO FLAG:

The Mayor led the audience and council for the pledge to the flag.

3. ROLL CALL:

McDonald, Edenfield, Burger, Hert, Rhodes, McDonald and Burger were in attendance on the teleconference.

4. APPROVAL OF AGENDA:

Burger moved to approve the agenda as written. McDonald seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda

F/S: Burger/McDonald

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

NAYS: None

STATUS: Motion Passed.

5. MAYOR'S REPORT:

No active cases of virus on the island. Recommend that everyone fall in line with the governor's mandate for distancing and quarantines when traveling from out of state. We do know that mandate will affect a lot of local business for the summer and we hope they are lifted, and we have a productive summer without cases of the virus.

6. ADMINISTRATIVE REPORTS:

a) CITY CLERK REPORT

➤ CARES ACT FUNDING FROM GOVERNOR:

Taken from news release from the Alaska Municipal League (AML). Nils Anderson is the AML employee writing the news releases and when she refers to "We" that is AML.

"Update on CARES Act funding:

We continue to hear concern and questions about the Governor's proposed distribution of the CARES Act funding. Here are three things you need to know:

1. Nothing is final yet - members should not count on spending this funding until the Legislature and Governor have worked out authorities to do so and we have clear guidance for what it can be spent on.

2. We are actively working to give you as much flexibility as possible in how you can spend these funds and advocating.
3. We realize that the allocation will not meet the needs of some and there will be steps we can take together to address this. Beyond the CARES Act funding, which comes with restrictions, we can work on legislative fixes and continue to advocate for an additional stimulus package from Congress that would address lost revenues for local governments.”

➤ CITY BANK BALANCES:

TONGASS FEDERAL CREDIT UNION	
Account Name	Available Balance
HEALTH PREMIUM	\$ 32,413.99
OCCUPANCY GEN.	\$ 6,316.23
40% SALES TAX	\$ 116,864.60
OCC TAX EMS/FIR	\$ 13,552.68
OCC TAX TOURISM	\$ 8,563.64
OCC TAX PARKS	\$ 9,569.40
OCC TAX HARBOR	\$ 20,231.90
WATER UTL R&R	\$ 16,285.43
SEWER UTL R&R	\$ 14,643.10
SOLIDWASTE R&R	\$ 13,976.61
CHECKING	\$ 37,475.62
60% SALES TAX	\$ 211,922.51
HARBOR	\$ 79,948.23
ACCOUNT TOTALS	\$ 581,763.95
FIRST BANK CHECKING	
Account Name	Available Balance
FIRST BANK CHECKING	\$ 27,929.60
WELLS FARGO INVESTMENT ACCOUNTS:	
Account Name	Available Balance
BONDS	304,404.00
MONEY MARKET	618,953.74
Cash Accounts	207,262.76
TOTAL INVESTMENT BALANCES:	1,130,620.50

➤ **IFA Schedule Change:**

Schedule Change Advisory:

Please be advised, the IFA is reducing service to 4 days a week for Critical Essential Travel only. We will sail Sunday, Monday, Thursday and Friday through May 18, 2020. We will depart at our usual times; we will depart Hollis at 8:00am and depart Ketchikan at 3:30pm. We have capped our voyage capacity to 40 passengers to allow for proper social distancing, so space is more limited, and reservations are recommended. Please check-in early to allow for additional check-in measures. Our Crews and Terminal Agents are using proven sanitation measures recommended by the CDC to prevent the spread of the virus. Your cooperation in following Crew and Agent directions always is greatly appreciated. Be safe, travel smart!

Terminals will be closed Tuesday, Wednesday and Saturday but Agents are available by phone at 866-308-4848 seven days a week.

➤ **CITY ELECTIONS - SPECIAL ELECTION NOTICE OF RECALL**

Three recall petitions filed with my office on April 7. As required by state law, I reviewed the petitions and determined that they were enough and contained the signatures required to submit the questions on recall to the voters. I issued the certifications on sufficiency on April 17.

The next step is for the clerk to submit the petitions to the Council at the next regular meeting following the certification of sufficiency, which is tonight's meeting. I am sending these petitions to you as a were n attachment to this email. You will notice that on the signature pages, I have redacted the column that has the person's voter number, birth year, or last 4 digits of SSN and the column that has the voter's signature. I have also redacted the residence address and the sponsor's signature. These redactions are required by state election law and privacy considerations. State election law lists the information set out in voter registration records that is confidential and that list includes the information that I have redacted. In order to verify that persons who signed the petitions are qualified voters of the City of Thorne Bay, I must review and cross-reference the information provided by voters on the petitions with the information set out on the state voter registration records for each of those persons.

A proposed ordinance setting a date, the form of the recall ballot, and procedures for the special election will be brought to the Council at the May 5 regular meeting. I am recommending that the special election be held on Tuesday, June 30.

The Councilmembers subject to recall may file with the Clerk's office a statement of 200 words or less by no later than 4:30 pm on Monday, June 8. If so, the statement will be included on the recall ballot concerning that Councilmember. The statements may be filed with me electronically.

➤ **STATE ELECTIONS**

At this point it is too early to tell how the 2020 elections will be conducted. The Division is looking at all options right now as the situation with COVID-19 continues to develop.

We are, like others, monitoring the situation carefully and will do everything we can to ensure the health and safety of Alaskans while ensuring they can safely and securely exercise their right to vote.

You can view information about recommendations from the CDC for Election Polling Locations and what their advance action recommendations.

<https://www.cdc.gov/coronavirus/2019-ncov/community/election-polling-locations.html>

Actions for elections officials in advance of election day

- **Encourage voters to use voting methods that minimize direct contact with other people and reduce crowd size at polling stations.**
 - Encourage mail-in methods of voting if allowed in the jurisdiction.
 - Encourage early voting, where voter crowds may be smaller throughout the day. This minimizes the number of individuals a voter may meet.
 - Encourage drive-up voting for eligible voters if allowed in the jurisdiction.
 - Encourage voters planning to vote in-person on election day to arrive at off-peak times. For example, if voter crowds are lighter mid-morning, advertise that in advance to the community.
 - Encourage relocating polling places from nursing homes, long-term care facilities, and senior living residences, to minimize COVID-19 exposure among older individuals and those with chronic medical conditions.
 - Consider additional social distancing and other measures to protect these individuals during voting.

The US Federal Election Commission (EAC) also has some guidelines regarding elections and COVID19. <https://www.eac.gov/>

b) Library Report:

Library Director Laura Clark Provided the following written report:

For the library I have the following report.

1. The Library has a significant issue with the wall on the South end. As discussed at a previous City Council meeting last fall, there is a need to repair/replace the exterior siding. Currently, we are asking for volunteers with construction experience to help us. The City Council approved the repairs up to \$5000, however, we expect the material costs to be about that much. Please reach out to the Library, by phone or email if you are willing to help. This will be a short job, just a couple of days if that. Thank you!
2. We were alerted by a watchful community member that our return box at the library was not secure and items that had been returned were "unofficially checked out" again. Super Volunteers Jim & Libby Nieland researched a "through the wall" return system like the kind found in other area Libraries and a link to the return system was provided to Teri.

➤ Work plan:

Move 2 existing DVD shelves to the left by 2 feet. Remove existing book deposit box and any items in the way of the new installation. Install book return in the wall located to the right of the entrance under the porch.

Materials for this project: \$250 + \$200 for the actual metal book drop device. Total cost \$450. Without this improvement I can see us needing to replace items equal to this cost by the end of the year.

3. Objective: Increase bookshelf area in children's section and allow for reorganization of books by reading levels.

We have no need of an aged and non-operational Kitchen in the middle of the Children's Section. Because it is not in view of the Volunteer desk, its worrisome, i.e., the oven, burners, etc. Also, at some time the books in the children's section were geared toward the younger ages. All those books were put into plastic bins. The plastic bins were then put on shelves. That system makes it very difficult to see the books, instead you see the front of a plastic bin. We hope to make more space for books by removing the kitchen. We have repurposed the cabinets to needed lockable storage in the restroom. Removing the 5' countertop, 2 burners, sink, and small refrigerator will give us 5' of floor to ceiling shelving. Much needed, and we hope to remove the plastic bins, and create a section for teens. We have books in storage from past years because of lack of space. We really need those shelves!

- a) Restructure former furnace closet by creating a wider & less deep area. The new wall will be 6 inches thick to accommodate plumbing for the water & electrical. Wall surface will be changed in both the closet space and the children's room.
- b) Move existing base cabinets, sink, coffee service and microwave into expanded closet space. Refrigerator will be abandoned.

Materials for this project: \$300. Note that this materials list does not include bookshelves.

- 1 sheet drywall, dry wall taping supplies
- 48" molded countertop
- plumbing supplies- drain and water supply lines
- misc. hardware - screws, etc.

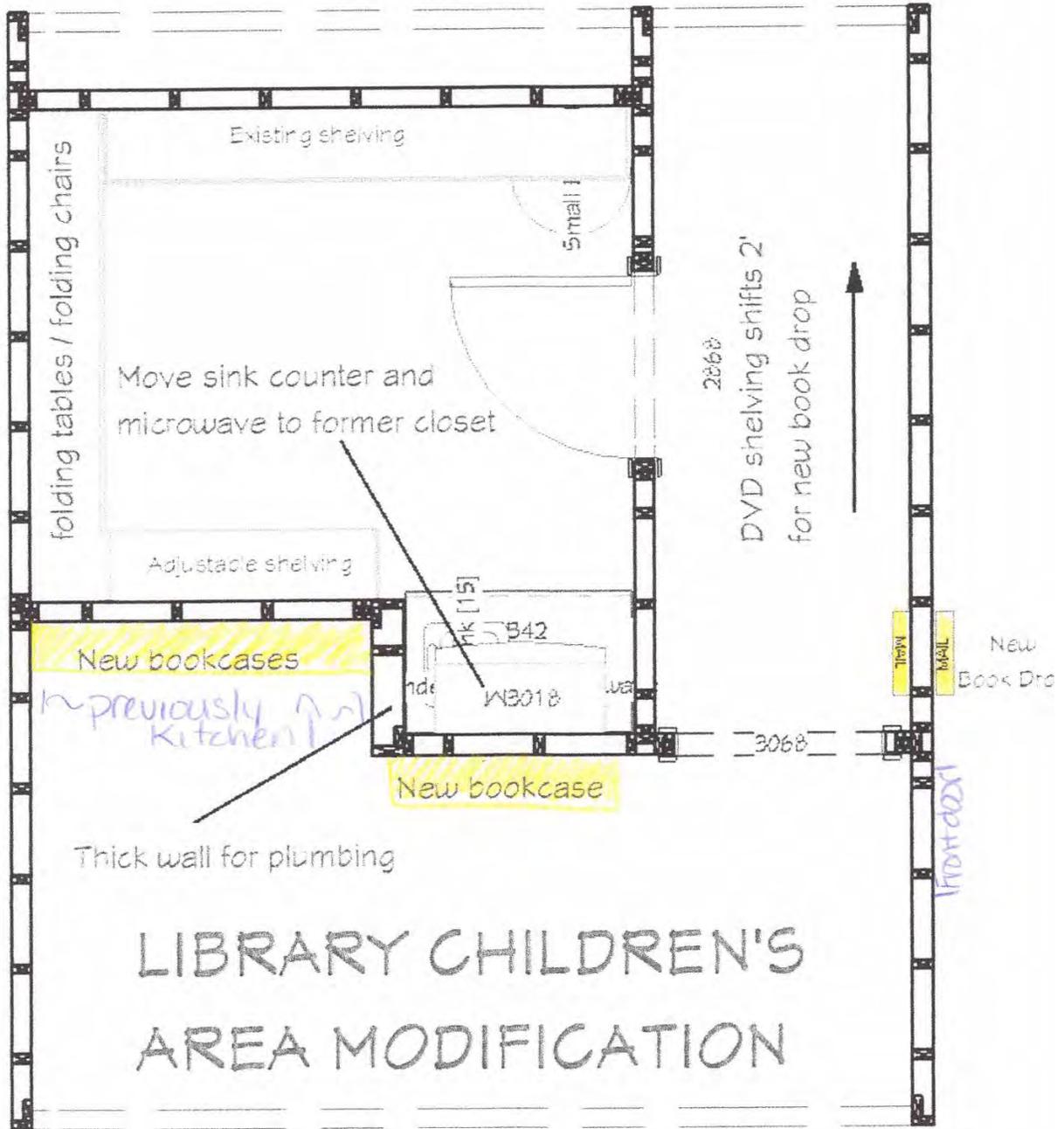
- c) Total cost for this needed improvement is \$300.

I am donating the cost of the premium boards for the shelving.

4. Finally, we would like to deepen the planting beds in the Children's Garden. We have a wonderful Summer Program for the kids planned, all with social distancing in mind. We need 1- 6" board added to the top of each bed. I am covering the cost of the lumber. Friends of the Library have generously offered to cover a part of this cost as well. We are asking the City to help us get soil to add to the beds. We can buy it at little cost, or we can find it and pile it up in the area near the dumpster.

Thank you for your continued support of our Library. Special thanks to Council Member Cindy Edenfield and Mayor Lee Berger for offering ideas and always being willing to listen and be excited about the new things happening at the Library.

Laura Clark Library Director
Library Phone: 828-3303
Library Email: TBPLALASKA@GMAIL.COM



LIBRARY CHILDREN'S AREA MODIFICATION

12

c) WATER DEPARTMENT REPORT

Sam Sawyer, Water Supervisor provided the following written report:

Current Department Activities:

During the month of March, the water departments goal was to keep moving forward with the water plant upgrade as much as we could, but we were very limited due to the COVID-19 pandemic. Since traveling to Thorne Bay is not possible at this time, I have kept in close contact with the State of Alaska, the general contractor CDC, and Village Safe Water through telephone and email, daily to continue working towards finishing up the upgrade.

We were approved for additional funding to make more improvements at the water treatment plant and some of that equipment is now starting to show up. During this time, it was imperative to maintain our water supply while following the CDC's current guidelines regarding the COVID-19 pandemic. The best way to do so was to have Dave work at the sewer treatment facility and I work at the water treatment facility, so we limited contact with each other but still run both departments efficiently. We were still able to get all our water/sewer samples sent out during this time as well. Furthermore, I was able to gain remote access to the main computer at the water plant with my personal computer at home and observe the water treatment plant to ensure everything was running smoothly when we were not there.

7. PUBLIC COMMENTS:

➤ Lavenia Sylvia submitted the following written comments:

City Council Meeting 28 April 2020

“RE: New business Item 10a. “Resolution 20-04-21-01, a resolution of the city council for the city of Thorne Bay, establishing the Health Emergency Order No. 1, establishing the Health Emergency Order No.1, related to COVID-19 adopting by reference Health Mandates for the State of Alaska as issued, *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:*“

- **Mayor's mandate**

Concern with Item 10a as written. Specifically, “...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: “

Recommendation: Health ordinances and their impacts should be fully discussed in a special public meeting before approved by City Council and issued by the mayor. Issuance of public health ordinances has, and can have further, extensive and often unpredicted consequences.

Why was the Mayor's shelter-in-place health mandate more restrictive than that of the state?

When will the Mayor's Shelter-in-Place order be modified or lifted?

If modified, what will be the modifications? (Intra-state travel, outdoor day activities, charter fishing, B&Bs/lodges)

- **Quarantine restrictions on TB seasonal visitors, and lodge, B&B, and charter fishing workers**

Will tourists and tourism industry workers in TB be subject to quarantine restrictions. If not, how will the risk to the TB community be mitigated? Since the CDC states that the coronavirus infection rate is directly linked to exposure (including symptomatic and asymptomatic persons) and since TB relies on seasonal tourism, will additional quarantine restrictions beyond the state's Health Mandates be imposed on our seasonal visitors-- virtually all of whom will be from regions of the country with much higher COVID-19 incidence rates? Even residents of TB whose employment exposes them to potentially infected tourists introduce significant risk to the TB community.

- **Economic aid opportunities**

Southeast Alaska's seasonal tourism is expected to be seriously impacted by social distancing and self-isolation due to COVID-19. To date, has the City taken any steps to assist our local small businesses and identify possible grant opportunities for the City (e.g., Small Business Administration, USDA under Phase III of the economic stimulus package)? If yes, what steps? If no, when will the City take steps to apply for grant opportunities for the city residents and businesses?

8. COUNCIL COMMENTS:

Eric Rhodes:

- Hard issues with getting through to the meeting
- Rosalyn
- Rogers says he attended meeting violating OMA
- Rhodes

9. CONSENT AGENDA:

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

Burger moved to accept minutes for the March 3, 2020 meeting minutes. McDonald seconded the motion.

MOTION: Move to approve the minutes from March 3, 2020, Regular City Council Meeting

F/S: Burger/McDonald

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

NAYS: None

STATUS: Motion Passed.

10. NEW BUSINESS:

- e) Resolution 20-04-21-01, a resolution of the city council for the city of Thorne Bay, establishing the Health Emergency Order No. 1, establishing the Health Emergency Order No.1, related to COVID-19 adopting by reference Health Mandates for the State of Alaska as issued, 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:

Burger moved to accept resolution. Edenfield seconded the motion. McDonald the way the resolution is written is it following state mandate as required. Rhodes stated he would pass as written because he did not believe the Mayor would do anything outside of what the governor had issued.

MOTION: Move to approve Resolution 20-04-21-01
F/S: Burger/Edenfield
YEAS: McDonald, Edenfield, Longbotham, Burger, Stram, Rhodes, Hert
NAYS: None
STATUS: Motion Passed.

- f) Resolution 20-04-21-02, further declaration of emergency health disaster and request for funding from State and Federal Resources, discussion and action item:

Burger moved to approve Resolution 20-04-21-02. Rhodes seconded the motion. There was no further discussion.

MOTION: Move to approve Resolution 20-04-21-02
F/S: Burger/Rhodes
YEAS: Burger, McDonald, Edenfield, Longbotham, Rhodes, Hert, Stram
NAYS: None
STATUS: Motion Passed

- g) Resolution 20-04-21-03, authorizing payment deferrals for Utilities and Sales Tax, discussion and action item:

Burger moved to approve 20-04-21-03. Longbotham seconded the motion. There was further discussion.

MOTION: Move to approve Resolution 20-04-21-03 authorizing payment deferrals for Utilities and Sales Tax
F/S: Burger/Longbotham
YEAS: Edenfield, McDonald, Longbotham, Burger, Stram, Rhodes & Hert
NAYS: None
STATUS: Motion Passed.

- h) 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:

Burger moved to approve the renewal of the 2-year lease with Ken Batten for the lease of 1-acre at the Sort Yard. Rhodes seconded the motion. Hert inquired how the City determined the lease rate and when it was established.

MOTION: Move to approve the renewal of the 2-year lease with Ken Batten for the lease of 1-acre at the Sort Yard
F/S: Burger/Hert
YEAS: Longbotham, Burger, McDonald, Edenfield, Stram, Rhodes, Hert
NAYS: None
STATUS: Motion Passed.

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:

Burger moved to approve Ordinance 20-04-21-01. McDonald seconded the motion. There was no further discussion.

MOTION: Move to approve Ordinance 20-04-21-01, amending Title 2, Chapter 2.14-City Administrator, Section 2.14.050-Administrator Powers and Duties
F/S: Burger/McDonald
YEAS: Burger, Longbotham, McDonald, Edenfield, Stram, Hert, Rhodes
NAYS: None
STATUS: Motion Passed.

12. EXPENDITURES EXCEEDING \$2,000.00:

- a) Expenditure of \$7856.25, to USA Bluebook for Polyblend Polymer System, discussion and action item:

Burger moved to approve the expenditure of \$7856.25, to USA Bluebook for Polyblend Polymer System. McDonald seconded the motion.

MOTION: Move to approve the expenditure of \$7856.25, to USA Bluebook for Polyblend Polymer System
F/S: Burger/McDonald
YEAS: Edenfield, McDonald, Longbotham, Hert, Rhodes, Stram, Burger
NAYS: None
STATUS: Motion Passed.

b) Expenditure of \$27,500.00, for the purchase of a 1985 Mack Dump Truck, discussion and action item:

Burger moved to expend the \$27,500 for the purchase of the Mack Dump Truck. McDonald seconded the motion. Longbotham stated that the paperwork provided by James Taylor said the year of the truck was an 86, but the agenda is showing an 85. Longbotham stated he wanted to be sure and get the correct information on that. Rosalyn inquired if the so the dump truck could be fitted for a sander for this next year. Burger responded that it could. Longbotham stated that the Council would want to get a report on the overall condition of the truck. Longbotham stated that the Council also wanted records kept up to date for all City vehicle and equipment maintenance. Rhodes stated the truck was being purchased from someone local who was well known to take good care of his equipment. Rhodes commented that Max Blair had checked it out and said the truck was well maintained and James Taylor had signed off on the purchase.

MOTION: Move to expend the \$27,500 for the purchase of the Mack Dump Truck
F/S: Burger/McDonald
YEAS: Rhodes, Hert, Stram, Burger, Longbotham, McDonald, Edenfield
NAYS: None
STATUS: Motion Passed.

13. EXECUTIVE SESSION: None

14. CONTINUATION OF PUBLIC COMMENT:

Thom Cunningham

- Missed most of the meeting because of the ID
- As for Chris, he takes care of his equipment, but would encourage a 30- or 60-day warranty, I know he keeps records.

15. CONTINUATION OF COUNCIL COMMENT:

Rhodes commented on the following:

- Last time we looked at a truck this size it was at \$69,000. \$27,500 was our next choice after 19-year-old 70k truck.

McDonald commented on the following:

- Staying here to protect
- Last week was 119

16. ADJOURNMENT:

Burger adjourned the meeting at 7:45 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

**EASEMENT FOR INGRESS AND EGRESS
CITY OF THORNE BAY & JOHN NEIRINCKX II**

THIS EASEMENT is made and entered into this _____ day of **May, 2020**, by and between **John Neirinckx II**, having a mailing address of 212 W. Ironwood Dr. #D102, Cueur D’Alene, ID 83814 (hereinafter referred to as “Grantee” and The City of Thorne Bay (hereinafter referred to as “Grantor”));

WHEREAS, the City of Thorne Bay owns the land and the land described in [Exhibit A](#); and

WHEREAS, the Grantee desires an easement for ingress and egress in and over the lands in order to gain access from a public road to lands presently owned by the grantee; and,

WHEREAS, the Grantor agrees to grant to the Grantee an easement for ingress and egress over the easement as described in [Exhibit A](#).

NOW THEREFORE, in consideration of One Hundred Dollars (\$100.00) per year paid to the Grantor, the parties agree as follows:

1. The Grantor does hereby grant unto the grantee, its successors and assigns, a non-exclusive easement (“Easement”) for ingress and egress (including the right to construct and maintain a road) over the lands described in [Exhibit A](#).
2. This Easement is granted subject to the following terms, conditions and agreements:
 - a) Grantee is hereby granted the right to construct and maintain roadway as shown on Exhibit A. Any such construction, improvement or maintenance activities and operations shall be at the sole cost and expense of the Grantee and shall be performed to reasonable standards. The Grantee shall be solely responsible and liable for any injuries or damages suffered by third parties (whether to person or property) resulting from the negligence of Grantee, or its agents, contractors, or employees in the performance of any construction, improvement or maintenance activities, operations, or use of the “Easement”.
 - b) Notwithstanding the rights granted to Grantee in Paragraph 2(a) above, Grantor reserves unto themselves the right, to maintain, improve, and modify, alter or relocate the “Easement” for the purposes of accessing and developing the Grantors adjoining lands.
 - c) Grantee agrees that it will promptly repair any damages caused by, or resulting from, their use of the Easement and protect any wetland or natural or created drainages.
 - d) To the fullest extent permitted by law, the Grantee 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

**EASEMENT FOR INGRESS AND EGRESS
CITY OF THORNE BAY & JOHN NEIRINCKX II**

attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this "Easement".

- e) It is expressly understood that the "Easement" granted hereinafter is intended to be an easement granted to the Grantee with the right to use for ingress and egress by the Grantee, its contractors, agents, representatives, employees, guests and invitees.
- f) The Grantee, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by their contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's land as shown in Exhibit A, Grantor's adjoining lands or other private lands.
- g) In the event there is a breach of any of the covenants, conditions and agreements contained herein, and a cause of action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party.
- h) It is agreed that the venue of any legal action brought under the terms of this Easement will be the First Judicial District, at Ketchikan, Alaska. Grantee specifically agrees that venue for trial in any action related to this Easement shall be in Klawock, Alaska.
- i) 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 Easement 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.
- j) Upon termination of this "Easement", Grantee agrees to peacefully quit and surrender the property without notice, remove all of Grantee's personal property and leave the property neat and clean. If City elects to require Grantee to remove any alterations or improvements made by Grantee, then Grantee shall restore the land to their previous condition, at Grantee's sole expense.
- k) The covenants and agreements of this Easement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
- i. 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 Grantee at, PO Box Thorne Bay, AK 99919, or at such other address as either party may designate in writing to the other.

**EASEMENT FOR INGRESS AND EGRESS
CITY OF THORNE BAY & JOHN NEIRINCKX II**

IN WITNESS WHEREOF, The parties hereto have executed this_EASEMENT FOR INGRESS AND EGRESS as of the date first set above written.

GRANTOR CITY:

THE CITY OF THORNE BAY

Grantee:

By _____
Lee Q. Burger, Mayor "City"

By _____
John Neirinckx II "Grantee"

ATTEST:

Teri Feibel, CMC, City Clerk/Treasurer

RENTAL AGREEMENT
SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

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

1. **Rented Premises.** The City does hereby Rent to the Renter **Lots 6 and 7 of the Business District Subdivision** 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 1st, 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

RENTAL AGREEMENT

SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be refunded in full. First and last month may be 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 of Southeast Road Builders Equipment and Supplies.** The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain building permit authorization from the City for construction of any and all structures placed on or in the Rented Premises.
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.

RENTAL AGREEMENT

SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.

11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.

Failure to comply with any requirements of this section shall constitute a material breach of the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.

12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, personal injury, bodily injury and property damage.

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

City shall be named as additional insured.

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.

RENTAL AGREEMENT

SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

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

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

RENTAL AGREEMENT

SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

- (c) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the particular default or defaults;
- (d) The filing of a petition by or against Renter for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
- (e) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Renter or for the appointment of a receiver or trustee of Rented Premises of the Renter;
- (f) The taking possession of Rented Premises of the Renter by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of the Renter;
- (g) The making by the Renter of an assignment for the benefit of creditors;
- (h) Renter vacates or abandons the Rented Premises; and
- (i) A failure that continues for five (5) days or more to have the City named as an additional insured as required under paragraph 18, and Renter fails to cure such default within ten (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.

RENTAL AGREEMENT
SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

- (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 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

RENTAL AGREEMENT
SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **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

RENTAL AGREEMENT
SOUTHEAST ROADBUILDERS DOWNTOWN BUSINESS DISTRICT LOTS 6 & 7

99919, or the Renter at _____, or at such other address as either party may designate in writing to the other.

32. **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 _____
Southeast Road Builders "Renter"

ATTEST:

Teri Feibel, CMC, City Clerk/Treasurer

RENTAL AGREEMENT
SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

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

1. **Rented Premises.** The City does hereby Rent to the Renter Lot 4, Business District Subdivision. See Attached Exhibit A on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning July 1, 2020 and ending June 30, 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 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 or the removal of the Float House. 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 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 N/A (ON FILE). Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

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. 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, **Parking of School and Float House Vehicles, Float House Guest Vehicles and Other Items Belong to Float House Residents.** The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and always 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 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.

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.

11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state, and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.

Failure to comply with any requirements of this section shall constitute a material breach of the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.

12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, personal injury, bodily injury and property damage.

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

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.

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

15. **Removal of Renter's Property and Repair of Rented Property.** All buildings, fixtures and equipment of whatsoever nature, that Renter shall have acquired and installed upon Rented premises, whether permanently affixed or otherwise, shall continue to be the property of the Renter and must be removed by the Renter at the expiration or termination of this Rental Agreement; and at its own expense, Renter shall repair any injury to Rented Premises resulting from such removal. Renter shall remove all buildings, fixtures, and equipment, and make all repairs, within thirty days of the date the Renter vacates Rented Premises. If the Renter fails to remove its buildings, fixtures, and equipment, and fails to make the necessary repairs, the City may do so, and seek reimbursement from the Renter for the full amount of the repairs, without any deduction for the value of any buildings, fixtures, or equipment left on the premises by the Renter. If City determines that it is in City's best interest to acquire the improvements, it may negotiate to purchase Renter's buildings, fixtures, and equipment at a price equal to or less than fair market value.
16. **Taxes.** Renter shall be solely and fully responsible for the payment of all applicable federal, state, and Thorne Bay municipal taxes including all Monthly Sales Taxes due the City.
17. **Liens.** Renter shall maintain Rented Premises free of 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:
- (j) 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;
 - (k) Upon shut off utilities.
 - (l) 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 default or defaults.

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

- (m) 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.
- (n) 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.
- (o) 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.
- (p) The making by the Renter of an assignment for the benefit of creditors.
- (q) Renter vacates or abandons the Rented Premises; and
- (r) 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.
- (h) 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.
 - (i) 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;
 - (j) Declare the Term ended.
 - (k) 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.
 - (l) 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;
 - (m) 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.
 - (n) 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.

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

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. 651et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted , prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.

RENTAL AGREEMENT

SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

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.
27. **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.
28. **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.
29. **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.
30. **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.
31. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to City at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Renter at, PO Box 19569, Thorne Bay, AK 99919, or at such other address as either party may designate in writing to the other.
32. **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.

RENTAL AGREEMENT
SOUTHEAST ISLAND SCHOOL DISTRICT DOWNTOWN BUSINESS DISTRICT LOT 4

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 _____
Sherry Becker, Superintendent "SISD"

ATTEST:

Teri Feibel, CMC – City Clerk/Treasurer



**CITY OF THORNE BAY
RESOLUTION 20-05-26-01**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY ACCEPTING CORONAVIRUS RELIEF FUNDS (HEREINAFTER "CARES FUNDING") IN THE AMOUNT OF \$573,859.52, FOR COSTS THAT ARE FOR NECESSARY EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19), FROM THE ALASKA DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT (HEREINAFTER "DEPARTMENT").

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

WHEREAS, the CARES Act provides that payments from the CARES FUND may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Thorne Bay was allocated CARES Funding in the amount of \$573,859.52, to be distributed in the following amounts:

1. First Payment: \$355,341.02 (July)
2. Second Payment: \$109,259.25 (October)
3. Third Payment: \$109,259.25 (December); and

WHEREAS, the City Council wishes to provide the above described funds for the community of Thorne Bay; and

WHEREAS, a resolution accepting this funding from the decision-making body is required in order to release funding; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Thorne Bay, that upon adoption of this resolution the Mayor shall sign and submit the Grant Agreement for CARES Funding by email to resourcedesk@alaska.gov.

PASSED AND APPROVED BY a duly constituted quorum of the Thorne Bay City Council this 26th day of May 2020.

Lee Burger, Mayor of Thorne Bay

Attest:

Teri Feibel, CMC City Clerk/Treasurer



**CITY OF THORNE BAY
ORDINANCE 20-06-02-01**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA; PROVIDING FOR THE ESTABLISHMENT OF THE BUDGET FOR THE CITY OF THORNE BAY, FISCAL YEAR 2021, JULY 1, 2020 - JUNE 30, 2021, ANTICIPATED REVENUES AND EXPENDITURES

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

Section 1. **Classification.** This is a non-code ordinance.

Section 2. **General Provisions.** The budget documents attached hereto list the authorized appropriations for expenditures, revenues and the change in cash balances as part of the budget for the period *July 1, 2020 to June 30, 2021*, detail anticipated line item revenues and expenditures for each appropriation and make the budget a matter of public record.

Section 3. **Authorization and Appropriation.** The appropriations are adopted and authorized for the period July 1, 2020 to June 30, 2021. And for that period, subject to council approval by resolution, the Mayor may establish line item expenditures within an authorized appropriation. Subject to council approval by ordinance, the Mayor may transfer from one authorized appropriation to another any amount that would not annually exceed 10 percent or \$10,000, whichever is less.

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

PASSED AND APPROVED: June 2, 2020

Lee Q. Burger, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: May 19, 2020]
[Public Hearing: June 2, 2020]

OPERATING BUDGET	FY19 Budgeted	FY19 ACTUALS	FY20 BUDGETED	FY ACTUALS MAY 22	FY21 BUDGET
Income	\$ 1,401,763.25	\$ 1,499,588.59	\$ 1,443,944.04	\$ 1,389,027.91	\$ 1,701,052.84
Expense	\$ 1,376,262.86	\$ 1,332,945.11	\$ 1,504,560.60	\$ 1,308,901.71	\$ 1,836,985.18
NET Operating Income:	\$ 25,500.39	\$ 166,643.48	\$ (60,616.56)	\$ 80,126.20	\$ (135,932.33)

Class List:	Income:	Expense:	Net:	Revenue Distribution:
Carryover Income FY20			\$ 122,000.00	\$ 122,000.00
Admin & Finance FY21 Budget:	\$ 688,276.04	\$ 473,129.65	\$ 215,146.40	\$ 337,146.40
City Council FY21 Budget:	\$ 40,909.80	\$ 40,909.80	\$ -	\$ 337,146.40
Planning Zoning FY21	\$ 8,000.00	\$ 8,225.40	\$ (225.40)	\$ 336,921.00
EMS Budget FY21	\$ 22,200.00	\$ 26,812.15	\$ (4,612.15)	\$ 332,308.85
Fire Budget FY21	\$ 17,000.00	\$ 13,779.75	\$ 3,220.25	\$ 335,529.10
Harbor Budget FY21	\$ 111,965.00	\$ 124,259.89	\$ (12,294.89)	\$ 323,234.21
VPSO Budget FY21	\$ 26,855.00	\$ 31,763.20	\$ (4,908.20)	\$ 318,326.01
Library Budget FY21	\$ 6,600.00	\$ 17,995.00	\$ (11,395.00)	\$ 306,931.01
Parks Rec Budget FY21	\$ 50,250.00	\$ 96,386.06	\$ (46,136.06)	\$ 260,794.96
RV Park Budget FY21	\$ 20,500.00	\$ 33,050.00	\$ (12,550.00)	\$ 248,244.96
Streets Roads Budget FY21	\$ 218,117.00	\$ 349,950.76	\$ (131,833.76)	\$ 116,411.20
Solid Waste Budget FY21	\$ 151,350.00	\$ 202,493.10	\$ (51,143.10)	\$ 65,268.10
Sewer Budget FY21	\$ 149,250.00	\$ 194,314.35	\$ (45,064.35)	\$ 20,203.75
Water Budget FY21	\$ 179,780.00	\$ 213,916.08	\$ (34,136.08)	\$ (13,932.33)
Occupancy Tax FY21	\$ 10,000.00	\$ 10,000.00	\$ -	\$ (13,932.33)
				\$ -
				\$ (13,932.33)
FY21 BUDGET	\$ 1,701,052.84	\$ 1,836,985.18		\$ (135,932.33)

\$

FY21 BUDGET:	(135,932.33)
FY20 Carryover Funds	122,000.00
SUBTOTAL OF OPERATING BUDGET	(13,932.33)
Transfer from Reserves	13,932.33
TOTAL OPERATING BUDGET:	0.00

Admin & Finance

Income	Budget	22-May-20	FY21 Budget
Reserves Account	0.00	100,000.00	0.00
State Revenues			
<i>Liquor Share Tax</i>	1,500.00	0.00	0.00
<i>Payment in Lieu of Taxes</i>	141,710.08	144,477.24	145,000.00
<i>Community Aide Assistance</i>	30,000.00	30,000.00	30,000.00
Total State Revenues	173,210.08	174,477.24	175,000.00
Services Availability	0.00	589.33	1,000.00
Surplus Property	0.00	20.00	350.00
Finance Charge Income	1,500.00	424.13	750.00
Interest/Investment Income	6,500.00	20,292.51	15,000.00
Animal Fees	600.00	350.00	500.00
ATV Fees	1,025.00	1,075.00	1,150.00
Election Income	600.00	0.00	300.00
Fees & Permits	26,000.00	16,922.53	20,000.00
Income Other	750.00	0.00	500.00
Land Payment Interest	600.00	164.72	75.00
Land Sales	5,000.00	864.06	0.00
Miscellaneous Income			
<i>Copier/Fax</i>	175.00	65.50	125.00
<i>Miscellaneous Income - Other</i>	2,300.00	405.00	500.00
Total Miscellaneous Income	2,475.00	470.50	625.00
Notary/Lamination	800.00	498.00	700.00
Occupancy Tax	0.00	1,728.95	0.00
Passport Services	800.00	347.57	600.00
Rental	30,000.00	23,528.56	30,000.00
Sales Tax	423,000.00	404,915.54	441,726.04
Total Income	672,860.08	746,668.64	688,276.04

Admin & Finance

Expense	Budget	30-Apr-20	FY21 Budget
Advertising and Promotion	2,500.00	27,937.85	3,500.00
Bad Debt	835.69	146.56	450.00
Bank Service Charges	200.00	199.64	250.00
Bldg/Grnd Maint Repair	1,500.00	2,186.68	2,200.00
Computer/Software	2,500.00	3,159.50	3,500.00
Contract Labor	1,200.00	4,016.81	4,500.00
Credit Card Merchant Fees	4,200.00	3,160.26	4,200.00

Donations		694.70	1,000.00
Dues and Subscriptions	2,600.00	5,240.89	3,500.00
Electricity	4,100.00	3,024.20	4,100.00
Equipment Maint & Repair	0.00	0.00	1,500.00
Equipment Purchase	1,000.00	378.22	1,500.00
Fees & Permit	0.00	25.00	50.00
Furniture, Equip & Computers			1,250.00
Heating Fuel	5,000.00	4,014.23	5,000.00
Insurance Expense			
<i>AML/Insurance</i>	<i>22,000.00</i>	<i>23,483.71</i>	<i>24,500.00</i>
Total Insurance Expense	22,000.00	23,483.71	24,500.00
Internet Use	3,000.00	1,929.90	3,000.00
Legal Services	11,000.00	18,240.50	19,898.73
Materials and Supplies	6,200.00	4,936.24	7,000.00
Miscellaneous Expense	100.00	0.00	200.00
Payroll Expenses			
<i>Life Insurance</i>	<i>337.70</i>	<i>352.90</i>	<i>384.98</i>
<i>Worker's Compensation</i>	<i>1,600.00</i>	<i>1,321.00</i>	<i>1,600.00</i>
<i>Health Insurance</i>	<i>31,867.68</i>	<i>24,620.26</i>	<i>45,314.88</i>
<i>HSA Company</i>	<i>12,000.00</i>	<i>10,154.10</i>	<i>18,000.00</i>
<i>Payroll Taxes</i>	<i>4,461.85</i>	<i>3,761.01</i>	<i>7,515.00</i>
<i>PERS</i>	<i>50,338.86</i>	<i>39,940.14</i>	<i>41,245.66</i>
<i>Payroll Expenses - Other</i>	<i>228,813.00</i>	<i>191,314.04</i>	<i>252,620.40</i>
Total Payroll Expenses	329,419.09	271,463.45	366,680.92
Postage and Freight	2,200.00	1,651.04	2,000.00
Repairs & Maintenance	0.00	0.00	2,500.00
Telephone	3,400.00	3,102.36	3,300.00
Testing	50.00	0.00	150.00
Training	1,200.00	0.00	1,200.00
Travel Expense	6,000.00	1,895.80	6,000.00
Vehicle Fuel	0.00	51.40	200.00
Total Expense	410,204.78	380,938.94	473,129.65
Net Income	262,655.30	365,729.70	215,146.40

City Council

Income	Budget	30-Apr	FY21 Budget
Reserves Account	0.00	0.00	40,309.80
Surplus Property	0.00	0.00	0.00
Election Income	600.00	300.00	300.00
Fees & Permits	100.00	0.00	100.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>200.00</i>	<i>0.00</i>	<i>200.00</i>
Total Miscellaneous Income	200.00	0.00	200.00
Total Income	900.00	300.00	40,909.80
Expense	Budget	30-Apr	FY21 Budget
Advertising and Promotion	350.00	0.00	125.00
Donations	3,500.00	1,234.66	3,500.00
Dues and Subscriptions	2,500.00	2,891.66	3,500.00
Election Expenses	150.00	196.80	300.00
Equipment Purchase		0.00	2,500.00
Furniture, Equip & Computers		0.00	250.00
Insurance Expense			
<i>AML/Insurance</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>
Total Insurance Expense		0.00	0.00
Materials and Supplies	750.00	459.34	750.00
Payroll Expenses			
<i>Worker's Compensation</i>		<i>286.83</i>	<i>400.00</i>
<i>Payroll Taxes</i>	<i>1,009.80</i>	<i>1,270.05</i>	<i>1,009.80</i>
<i>Payroll Expenses - Other</i>	<i>20,400.00</i>	<i>16,462.50</i>	<i>20,400.00</i>
Total Payroll Expenses	21,409.80	18,019.38	21,809.80

City Council

Income	Budget	30-Apr	FY21 Budget
Postage and Freight	175.00	157.97	175.00
Telephone	320.00	0.00	500.00
Training	1,500.00	1,613.99	3,000.00
Travel Expense	4,000.00	4,120.76	4,500.00
Total Expense	34,654.80	28,694.56	40,909.80
Net Income	-33,754.80	-28,394.56	0.00

Planning & Zoning

Income	Budget	30-Apr	FY21 Budget
Reserves Account	\$ -	\$ -	\$ -
State Revenues			
<i>Community Aide Assistance</i>		\$ -	\$ 6,000.00
Total State Revenues	\$ -	\$ -	\$ 6,000.00
Citations	\$ 1,200.00	\$ -	\$ 1,200.00
Fees & Permits	\$ 800.00	\$ 50.00	\$ 400.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	\$ 400.00	\$ -	\$ 400.00
Total Miscellaneous Income	\$ 400.00	\$ -	\$ 400.00
Total Income	\$ 2,400.00	\$ 50.00	\$ 8,000.00
Expense	Budget	30-Apr	Budget
Advertising and Promotion	\$ 200.00	\$ -	\$ 200.00
Equipment Purchase	\$ -	\$ -	\$ 150.00
Insurance Expense			
AML/Insurance		\$ -	\$ 500.00
Total Insurance Expense	\$ -	\$ -	\$ 500.00
Legal Services	\$ -	\$ -	\$ 350.00
Materials and Supplies	\$ 500.00	\$ 117.90	\$ 500.00
Miscellaneous Expense	\$ -	\$ -	\$ 250.00
Payroll Expenses			
Worker's Compensation	\$ -	\$ -	\$ 200.00
Payroll Taxes	\$ 413.10	\$ 46.45	\$ 275.40
Payroll Expenses - Other	\$ 7,200.00	\$ 550.38	\$ 3,600.00
Total Payroll Expenses	\$ 7,613.10	\$ 596.83	\$ 4,075.40

Planning & Zoning

EXPENSE	Budget	30-Apr	FY21 Budget
Postage and Freight	\$ 175.00	\$ 6.85	\$ 100.00
Training	\$ 2,500.00	\$ -	\$ 1,000.00
Travel Expense	\$ 600.00	\$ -	\$ 600.00
Vehicle Fuel		\$ -	\$ 500.00
Total Expense	\$11,588.10	\$ 721.58	\$ 8,225.40
Net Income	\$ (9,188.10)	\$(671.58)	\$ (225.40)

EMS			
Income	Budget	May 22,	FY21 Budget
Reserves Account	0.00	0.00	0.00
State Revenues			
<i>Community Aide Assistance</i>	13,000.00	13,884.78	15,000.00
Total State Revenues	13,000.00	13,884.78	15,000.00
Surplus Property	0.00	0.00	0.00
Donation Income	1,250.00	1,011.60	2,000.00
EMS Fees	0.00	3,744.40	4,000.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	2,000.00	758.87	1,200.00
Total Miscellaneous Income	2,000.00	758.87	1,200.00
Sales Tax		0.00	
Total Income	16,250.00	19,399.65	22,200.00
Expense	Budget	30-Apr	FY21 Budget
Advertising and Promotion	0.00	0.00	250.00
Business Licenses and Permits	10.00	0.00	100.00
Contract Labor	10,000.00	4,560.00	10,000.00
Dues and Subscriptions	0.00	20.00	100.00
Electricity	900.00	450.61	1,200.00
Heating Fuel	1,000.00	619.66	1,000.00
Insurance Expense			
<i>AML/Insurance</i>	1,500.00	1,361.00	1,500.00
Total Insurance Expense	1,500.00	1,361.00	1,500.00
Internet Use	350.00	0.00	350.00
Materials and Supplies	1,200.00	124.12	750.00
Payroll Expenses			
<i>Life Insurance</i>	0.00	0.00	125.00
<i>Worker's Compensation</i>	200.00	58.15	200.00
<i>Payroll Taxes</i>	181.65	649.91	787.15
<i>Payroll Expenses - Other</i>	4,550.00	7,525.0	9,100.00
Total Payroll Expenses	4,931.65	8,233.06	10,212.15
Telephone	700.00	754.56	900.00
Vehicle Fuel	750.00	120.47	250.00
Vehicle Maintenance	200.00	0.00	200.00
Total Expense	21,541.65	16,243.48	26,812.15
Net Income	-5,291.65	3,156.17	-4,612.15

Fire			
Income	Budget	22-May	FY21 Budget
Reserves Account	0.00	0.00	0.00
State Revenues			
<i>Community Aide Assistance</i>	13,000.00	13,884.78	12,000.00
Total State Revenues	13,000.00	13,884.78	12,000.00
Citations	0.00	0.00	1,000.00
Surplus Property	0.00	0.00	500.00
Donation Income	2,000.00	1,000.00	1,500.00
Fees & Permits	0.00	0.00	500.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	800.00	815.00	1,500.00
Total Miscellaneous Income	800.00	815.00	1,500.00
Total Income	15,800.00	15,699.78	17,000.00
Expense	Budget	22-May	FY21 Budget
Contract Labor	500.00	0.00	500.00
Electricity	1,500.00	1,501.88	1,750.00
Equipment Maint & Repair	500.00	0.00	500.00
Equipment Purchase	500.00	0.00	1,250.00
Heating Fuel	1,000.00	619.66	1,000.00
Insurance Expense			
<i>AML/Insurance</i>	2,300.00	2,462.00	2,500.00
Total Insurance Expense	2,300.00	2,462.00	2,500.00
Materials and Supplies	750.00	0.00	500.00
Payroll Expenses			
<i>Worker's Compensation</i>	2,563.90	2,515.00	2,600.00
<i>Payroll Taxes</i>	129.75	95.15	129.75
<i>Payroll Expenses - Other</i>	1,350.00	1,100.00	1,350.00
Total Payroll Expenses	4,043.65	3,710.15	4,079.75
Telephone	700.00	753.27	900.00
Vehicle Fuel	300.00	0.00	300.00
Vehicle Maintenance	500.00	0.00	500.00
Total Expense	12,593.65	9,046.96	13,779.75
Net Income	3,206.35	6,652.82	3,220.25

Law Enforcement

Income	Budget	May 22	FY21 Budget
Reserves Account	0.00	0.00	0.00
State Revenues			
<i>Community Aide Assistance</i>	11,501.00	11,501.00	25,000.00
Total State Revenues	11,501.00	11,501.00	25,000.00
Citations	0.00	0.00	1,500.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>		0.00	250.00
Total Miscellaneous Income		0.00	250.00
Sales Tax	0.00	0.00	105.00
Total Income	11,501.00	11,501.00	26,855.00
Expense	Budget	May 22	FY21 Budget
Bldg/Grnd Maint Repair	0.00	0.00	500.00
Dues and Subscriptions	10.00	0.00	10.00
Electricity	600.00	384.30	850.00
Equipment Maint & Repair	0.00	389.85	600.00
Equipment Purchase	0.00	99.00	350.00
Heating Fuel	650.00	253.52	850.00
Insurance Expense			
<i>AML/Insurance</i>	1,650.00	1,600.00	1,650.00
Total Insurance Expense	1,650.00	1,600.00	1,650.00
Materials and Supplies	200.00	19.90	200.00
Miscellaneous Expense	0.00	715.17	500.00
Payroll Expenses			
<i>Payroll Taxes</i>	519.00	121.10	1,453.20
<i>Payroll Expenses - Other</i>	6,000.00	1,400.00	16,800.00
Total Payroll Expenses	6,519.00	1,521.10	18,253.20
Postage and Freight	100.00	0.00	50.00
Telephone	1,500.00	1,722.49	2,200.00
Vehicle Fuel	750.00	2,244.27	5,000.00
Vehicle Maintenance	300.00	0.00	750.00
Total Expense	12,279.00	8,949.60	31,763.20
Net Income	-778.00	2,551.40	-4,908.20

Library

Income	Budget	May 22	FY21 Budget
Reserves Account	0.00	0.00	0.00
State Revenues			
<i>Community Aide Assistance</i>	3,000.00	3,000.00	5,000.00
Total State Revenues	3,000.00	3,000.00	5,000.00
Surplus Property	0.00	150.00	250.00
Donation Income	500.00	972.60	500.00
Fees & Permits	350.00	177.05	350.00
Grant Income	100.00		100.00
Miscellaneous Income			
<i>Copier/Fax</i>	300.00	176.30	300.00
<i>Miscellaneous Income - Other</i>	400.00	40.00	100.00
Total Miscellaneous Income	700.00	216.30	400.00
Total Income	4,650.00	4,515.95	6,600.00
Expense	Budget	May 22	FY21 Budget
Advertising and Promotion	0.00	0.00	150.00
Bldg/Grnd Maint Repair	750.00	260.96	750.00
Books	200.00	0.00	0.00
Business Licenses and Permits	0.00	0.00	0.00
Computer/Software	0.00	0.00	700.00
Contract Labor	800.00	220.00	5,000.00
Dues and Subscriptions	350.00	450.95	375.00
Electricity	1,550.00	1,030.17	1,350.00
Equipment Maint & Repair	100.00	99.00	350.00
Equipment Purchase	50.00	0.00	250.00
Furniture, Equip & Computers	75.00	0.00	1,250.00
Heating Fuel	800.00	857.24	950.00
Reserves Account	0.00	0.00	0.00
Insurance Expense			
<i>AML/Insurance</i>	150.00	158.00	160.00
Total Insurance Expense	150.00	158.00	150.00
Internet Use	700.00	-128.00	500.00
Materials and Supplies	600.00	332.55	900.00
Miscellaneous Expense	200.00	0.00	200.00
Payroll Expenses			
<i>Payroll Taxes</i>	234.93	140.70	224.90
<i>Payroll Expenses - Other</i>	2,716.01	1,800.00	2,600.00
Total Payroll Expenses	2,950.94	1,940.70	2,824.90
Postage and Freight	125.00	178.70	225.00

Library

Expense	Budget	May 22	FY21 Budget
Repairs and Maintenance	0.00	0.00	500.00
Telephone	301.00	457.41	650.00
Training	0.00	0.00	250.00
Travel Expense	670.10	0.00	670.10
Uncategorized Expenses		7.83	0.00
Total Expense	10,372.04	5,865.51	17,995.00
Net Income	-5,722.04	-1,349.56	-11,395.00

Parks & Rec

Income	Budget	30-Apr	FY21 Budget
Reserves Account	\$ -	\$ -	\$ -
State Revenues			
<i>Community Aide Assistance</i>	\$ 10,150.00	\$ 10,150.00	\$ 15,000.00
Total State Revenues	\$ 10,150.00	\$ 10,150.00	\$ 15,000.00
Surplus Property	\$ -	\$ -	\$ 150.00
1% Sales Tax	\$ 50,000.00	\$ -	\$ 35,000.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	\$ -	\$ -	\$ 100.00
Total Miscellaneous Income	\$ -	\$ -	\$ 100.00
Total Income	\$ 60,150.00	\$ 10,150.00	\$ 50,250.00
Expense	Budget	30-Apr	FY21 Budget
Bldg/Grnd Maint Repair	\$ -	\$ -	\$ 500.00
Contract Labor	\$ 750.00	\$ 130.00	\$ 1,000.00
Electricity	\$ 1,300.00	\$ 726.24	\$ 1,300.00
Equipment Maint & Repair	\$ 200.00	\$ -	\$ 500.00
Equipment Purchase	\$ 300.00	\$ 230.00	\$ 2,500.00
Equipment Rental	\$ 200.00	\$ -	\$ 750.00
Fees & Permit	\$ 50.00	\$ -	\$ 100.00
Heating Fuel	\$ 800.00	\$ -	\$ 600.00
Insurance Expense			
<i>AML/Insurance</i>	\$ 650.00	\$ 827.00	\$ 900.00
Total Insurance Expense	\$ 650.00	\$ 827.00	\$ 900.00
Materials and Supplies	\$ 1,600.00	\$ 764.47	\$ 7,500.00
Miscellaneous Expense	\$ 250.00	\$ -	\$ 200.00
Payroll Expenses			
<i>Life Insurance</i>	\$ -	\$ -	\$ 125.00
<i>Worker's Compensation</i>	\$ 2,500.00	\$ 1,557.54	\$ 2,500.00
<i>Health Insurance</i>	\$ -	\$ -	\$ 11,328.72
<i>HSA Company</i>	\$ -	\$ -	\$ 4,500.00
<i>Payroll Taxes</i>	\$ 2,166.44	\$ 1,734.31	\$ 2,317.56
<i>PERS</i>	\$ -	\$ -	\$ 7,326.28
<i>Payroll Expenses - Other</i>	\$ 23,279.38	\$ 20,050.03	\$ 43,388.50
Total Payroll Expenses	\$ 27,945.82	\$ 23,341.88	\$ 71,486.06
Postage and Freight	\$ 350.00	\$ 20.00	\$ 4,500.00
Repairs and Maintenance	\$ 250.00	\$ -	\$ 3,000.00
Sales tax 1%	\$ 20,000.00	\$ -	\$ -
Vehicle Fuel	\$ 450.00	\$ 360.32	\$ 550.00
Vehicle Maintenance		\$ -	\$ 1,000.00
Total Expense	\$ 55,095.82	\$ 26,399.91	\$ 96,386.06
Net Income	\$ 5,054.18	\$ (16,249.91)	\$ (46,136.06)

RV PARK			
Income	Budget	30-Apr	FY21 Budget
Reserves Account	0.00	0.00	0.00
State Revenues			
<i>Community Aide Assistance</i>	<i>0.00</i>	<i>0.00</i>	<i>4,500.00</i>
Total State Revenues	0.00	0.00	4,500.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>100.00</i>	<i>0.00</i>	<i>100.00</i>
Total Miscellaneous Income	100.00	0.00	100.00
RV Park Fees	14,530.22	7,529.95	15,000.00
Sales Tax	871.81	471.65	900.00
Total Income	15,502.03	8,001.60	20,500.00
Expense	Budget	30-Apr	FY21 Budget
Bldg/Grnd Maint Repair	250.00	99.96	10,000.00
Contract Labor	10,000.00	0.00	5,000.00
Dues and Subscriptions	150.00	85.00	150.00
Electricity	1,000.00	626.21	1,000.00
Equipment Maint & Repair	200.00	0.00	2,500.00
Equipment Purchase	0.00	0.00	4,500.00
Insurance Expense			
<i>AML/Insurance</i>	<i>200.00</i>	<i>150.00</i>	<i>150.00</i>
Total Insurance Expense	200.00	150.00	150.00
Materials and Supplies	1,250.00	0.00	7,500.00
Miscellaneous Expense	150.00	0.00	1,000.00
Postage and Freight	50.00	0.00	250.00
Repairs and Maintenance	0.00	0.00	1,000.00
Total Expense	13,250.00	961.17	33,050.00
Net Income	2,252.03	7,040.43	-12,550.00

Harbor

Income	Budget	May 22	FY21 Budget
Reserves Account	0.00	0.00	0.00
Reconnection Fee - Live-a-board	0.00	90.00	100.00
State Revenues			
<i>Fishery Tax Receipts</i>	<i>3,000.00</i>	<i>0.00</i>	<i>3,000.00</i>
Total State Revenues	3,000.00	0.00	3,000.00
Services Availability	0.00	405.13	600.00
Citations	0.00	0.00	200.00
Interest Income	50.00	5.89	15.00
Davidson Landing Fees	23,000.00	17,203.88	23,000.00
Fees & Permits	1,200.00	826.98	1,200.00
Grid Fees	250.00	0.00	100.00
Harbor Fees	65,000.00	57,300.20	65,000.00
Harbor Showers	2,500.00	1,197.00	2,500.00
Landing Fees	300.00	0.00	300.00
Live-aboard Fees	8,400.00	8,899.52	9,500.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>2,500.00</i>	<i>39.25</i>	<i>250.00</i>
Total Miscellaneous Income	2,500.00	39.25	250.00
Sales Tax	6,402.00	3,172.43	6,200.00
Total Income	112,602.00	89,140.28	111,965.00

Expense	Budget	May 22	FY21 Budget
Advertising and Promotion	0.00	0.00	75.00
Bldg/Grnd Maint Repair	175.00	23.25	750.00
Computer/Software	350.00	59.95	750.00
Contract Labor	1,000.00	3,960.00	1,200.00
Dues and Subscriptions	150.00	187.50	250.00
Electricity	12,162.79	8,049.74	10,000.00
Equipment Maint & Repair	500.00	33.77	500.00
Equipment Purchase	1,500.00	268.06	500.00
Equipment Rental	0.00	0.00	250.00
Furniture, Equip & Computers	0.00	0.00	500.00
Insurance Expense			
<i>AML/Insurance</i>	<i>3,400.00</i>	<i>3,971.00</i>	<i>4200.00</i>
Total Insurance Expense	3,400.00	3,971.00	4,200.00
Internet Use	650.00	399.60	600.00
Materials and Supplies	2,500.00	753.03	2,500.00
Miscellaneous Expense	250.00	0.00	250.00

Harbor

Expense	Budget	May 22	FY21 Budget	
Payroll Expenses				
Life Insurance	115.00	77.79	125.00	
Worker's Compensation	4,000.00	4,124.75	4,250.00	
Health Insurance	13,447.20	11,094.14	13,447.20	
HSA Company	6,000.00	4,849.05	6,000.00	
Payroll Taxes	1,170.90	907.29	1,208.59	
PERS	10,514.24	8,499.51	10,852.60	
Payroll Expenses - Other	47,792.00	39,323.36	49,330.00	
Total Payroll Expenses	83,039.34	68,875.89	85,213.39	
Postage and Freight	150.00	9.60	100.00	
Repairs and Maintenance	0.00	0.00	1,000.00	
Sales tax 1%	0.00	0.00	0.00	
Telephone	500.00	506.46	625.00	
Training	250.00	0.00	250.00	
Travel Expense	0.00	0.00	700.00	
Vehicle Fuel	1,400.00	1,008.75	1,500.00	
Vehicle Maintenance	500.00	721.98	1,200.00	
DEPOSIT TO HARBOR REPAIR AND REPLACEMENT FUND		12.29	11,196.50	State requires that the City place funds into a "Repair and Replacement" account for Enterprise Accounts. We calculate the amount to go into these accounts by 10% of the total GROSS revenues that year.
Total Expense	108,477.13	88,840.87	124,259.89	
Net Operating Income:	4,124.87	299.41	-12,294.89	
Subsidized by Admin General Fund:	-4,124.87	-299.41	12,294.89	Since the net operating income shows a loss for the Harbor Enterprise Account, we have to subsidize this account with funds from the City Reserves (Wells Fargo Investments) or the General Account which is the profits from all other accounts in the City's Budget.
TOTAL NET INCOME:	0.00	0.00	0.00	TOTAL BUDGET FOR HARBOR SHOWS ZERO (0) NET INCOME REVENUES

Solid Waste

Income	Budget	May 22	FY21 Budget
Surplus Property	\$ -	\$ -	\$ 1,500.00
Equipment Rentals	\$ -	\$ 390.00	\$ 850.00
Fees & Permits	\$ 100.00	\$ -	\$ 100.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	\$ 250.00	\$ -	\$ 200.00
Total Miscellaneous Income	\$ 250.00	\$ -	\$ 200.00
Sales Tax	\$ 7,888.67	4,570.62	\$ 8,700.00
Solid Waste Fees	\$ 131,477.91	113,877.07	\$ 140,000.00
Total Income	\$ 139,716.58	\$ 118,837.69	\$ 151,350.00
Expense	Budget	May 22	FY21 Budget
Advertising and Promotion		\$ -	\$ 120.00
Bldg/Grnd Maint Repair	\$ 500.00	\$ -	\$ 500.00
Computer/Software	\$ -	\$ -	\$ 750.00
Contract Labor	\$ 2,500.00	\$ 209.64	\$ 1,500.00
Credit Card Merchant Fees	\$ -	\$ -	\$ 100.00
Dues and Subscriptions	\$ 750.00	\$ 350.00	\$ 750.00
Electricity	\$ 9,200.00	\$ 6,458.12	\$ 9,200.00
Equipment Maint & Repair	\$ 7,500.00	\$ 92,227.26	\$ 10,000.00
Equipment Purchase	\$ 8,000.00	\$ 2,791.14	\$ 35,000.00
Equipment Rental	\$ 500.00	\$ -	\$ 500.00
Fees & Permit	\$ -	\$ 250.00	\$ 250.00
Furniture, Equip & Computers	\$ -	\$ -	\$ 750.00
Heating Fuel	\$ 5,500.00	\$ 4,914.74	\$ 5,500.00
Insurance Expense			
<i>AML/Insurance</i>	\$ 1,600.00	\$ 1,661.00	\$ 2,000.00
Total Insurance Expense	\$ 1,600.00	\$ 1,661.00	\$ 2,000.00
Internet Use	\$ -	\$ 557.30	\$ 1,000.00
Materials and Supplies	\$ 2,500.00	\$ 486.83	\$ 3,500.00
Miscellaneous Expense	\$ 80,000.00	\$ 26,864.20	\$ 5,000.00
Payroll Expenses			
<i>Life Insurance</i>	\$ 208.00	\$ 152.83	\$ 250.00
<i>Worker's Compensation</i>	\$ 3,000.00	\$ 7,405.40	\$ 7,600.00
<i>Health Insurance</i>	\$ 15,174.14	\$ 6,158.88	\$ 9,210.24
<i>HSA Company</i>	\$ 6,000.00	\$ 2,076.93	\$ 4,500.00
<i>Payroll Taxes</i>	\$ 2,395.05	\$ 1,364.11	\$ 2,990.50
<i>PERS</i>	\$ 21,506.54	\$ 13,316.46	\$ 9,385.86
<i>Payroll Expenses - Other</i>	\$ 97,757.00	\$ 60,529.33	\$ 65,151.50
Total Payroll Expenses	\$ 146,040.73	\$ 91,003.94	\$ 99,088.10
Postage and Freight	\$ 500.00	\$ 733.89	\$ 1,200.00
Reimbursed Expense	\$ -	\$ 45.10	\$ 150.00
Repairs and Maintenance	\$ -	\$ -	\$ 1,000.00

Solid Waste

Expense	Budget	May 22	FY21 Budget	
Testing	\$ 1,500.00	\$ 180.00	\$ 750.00	
Training	\$ -	\$ -	\$ 1,000.00	
Travel Expense	\$ -	\$ -	\$ 750.00	
Vehicle Fuel	\$ 4,000.00	\$ 1,160.09	\$ 3,500.00	
Vehicle Maintenance	\$ 2,200.00	\$ 1,051.03	\$ 3,500.00	
DEPOSIT TO SOLID WASTE REPAIR AND REPLACEMENT FUND	0.00	0.00	15,135.00	State requires that the City place funds into a "Repair and Replacement" account for Enterprise Accounts. We calculate the amount to go into these accounts by 10% of the total GROSS revenues that year.
Total Expense	\$ 272,790.73	\$ 230,944.28	\$ 202,493.10	
Net Income	\$ (133,074.15)	\$ (112,106.59)	\$ (51,143.10)	
TOTAL SUBSIDIZED INCOME:	\$ 133,074.15	\$ 112,106.59	\$ 54,413.10	Since the net operating income shows a loss for the Sewer Enterprise Account, we have to subsidize this account with funds from the City Reserves (Wells Fargo Investments) or the General Account which is the profits from all other accounts in the City's Budget.
TOTAL NET INCOME:	0.00	0.00	0.00	TOTAL BUDGET FOR SEWER SHOWS ZERO (0) NET INCOME REVENUES

Streets and Roads

Income	Budget	May 22	FY21 Budget
State Revenues			
<i>National Forest Receipts</i>	\$ 20,000.00	\$ 57,617.14	\$ 60,000.00
<i>Community Aide Assistance</i>	\$ -	\$ -	\$ 75,000.00
Total State Revenues	\$ 20,000.00	\$ 57,617.14	\$ 135,000.00
Surplus Property	\$ -	\$ -	\$ 2,500.00
1% Sales Tax	\$ 50,000.00	\$ 27,500.00	\$ 75,000.00
Equipment Rentals		\$ -	\$ 2,500.00
Fees & Permits	\$ 385.00	\$ 385.00	\$ 450.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>		\$ -	\$ 300.00
Total Miscellaneous Income	\$ -	\$ -	\$ 300.00
Sales Tax	\$ 50.00	\$ -	\$ 2,367.00
Total Income	\$ 70,435.00	\$ 85,502.14	\$ 218,117.00
Expense	Budget	May 22	FY21 Budget
Advertising and Promotion	\$ -	\$ -	\$ 120.00
Bldg/Grnd Maint Repair	\$ -	\$ -	\$ 750.00
Computer Software	\$ -	\$ -	\$ 750.00
Contract Labor	\$ 55,000.00	\$ 22,571.84	\$ 23,000.00
Dues and Subscriptions	\$ 50.00	\$ 233.76	\$ 500.00
Electricity	\$ 4,000.00	\$ 2,856.64	\$ 3,500.00
Equipment Maint & Repair	\$ 12,000.00	\$ 13,834.31	\$ 20,000.00
Equipment Purchase	\$ 10,000.00	\$ 36,570.24	\$ 25,000.00
Equipment Rental	\$ 300.00	\$ -	\$ 250.00
Fees & Permit	\$ -	\$ -	\$ 200.00
Furniture, Equip & Computers	\$ -	\$ -	\$ 1,250.00
Heating Fuel	\$ 1,894.94	\$ 1,972.70	\$ 2,500.00
Insurance Expense			
<i>AML/Insurance</i>	\$ 5,200.00	\$ 4,271.92	\$ 5,200.00
Total Insurance Expense	\$ 5,200.00	\$ 4,271.92	\$ 5,200.00
Internet Use	\$ -	\$ -	\$ 800.00
Materials and Supplies	\$ 3,500.00	\$ 1,591.28	\$ 4,000.00
Miscellaneous Expense	\$ 1,000.00	\$ 231.47	\$ 500.00
Payroll Expenses			
<i>Life Insurance</i>	\$ 101.19	\$ 167.56	\$ 250.00
<i>Worker's Compensation</i>	\$ 8,300.00	\$ 5,184.02	\$ 8,300.00
<i>Health Insurance</i>	\$ 13,447.20	\$ 19,750.66	\$ 22,657.44
<i>HSA Company</i>	\$ 6,000.00	\$ 7,843.30	\$ 12,000.00
<i>Payroll Taxes</i>	\$ 1,102.01	\$ 1,594.61	\$ 4,428.16
<i>PERS</i>	\$ 9,895.60	\$ 13,762.97	\$ 18,266.16
<i>Payroll Expenses - Other</i>	\$ 44,980.00	\$ 65,882.95	\$ 110,704.00
Total Payroll Expenses	\$ 83,826.00	\$ 114,186.07	\$ 176,605.76

Streets and Roads

Expense	Budget	May 22	FY21 Budget	
Postage and Freight	\$ 2,200.00	\$ 581.76	\$ 1,000.00	
Reimbursed Expense	\$ -	\$ 89.38	\$ 125.00	
Sales Tax 1%	\$ -	\$ -	\$ 75,000.00	
Training	\$ -	\$ -	\$ 700.00	
Travel Expense	\$ -	\$ -	\$ 700.00	
Vehicle Fuel	\$ 6,000.00	\$ 3,352.89	\$ 4,000.00	
Vehicle Maintenance	\$ 2,500.00	\$ 2,255.43	\$ 3,500.00	
Total Expense	\$ 187,470.94	\$ 204,599.69	\$ 349,950.76	
Net Income	\$ (117,035.94)	\$ (119,097.55)	\$ (131,833.76)	
TOTAL SUBSIDIZED INCOME:	\$ 117,035.94	\$ 119,097.55	\$ 131,833.76	Since the net operating income shows a loss for the Streets & Roads Account, we have to subsidize this account with funds from the City Reserves (Wells Fargo Investments) or the General Account which is the profits from all other accounts in the City's Budget.
TOTAL STREETS & ROADS NET INCOME:	0.00	0.00	0.00	TOTAL BUDGET FOR STREETS & ROADS SHOWS ZERO (0) NET INCOME REVENUES

Sewer

Income	Budget	22-May	FY21 Budget
Reserves Account	0.00	0.00	0.00
Fees & Permits	0.00	0.00	200.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>100.00</i>	<i>0.00</i>	<i>150.00</i>
Total Miscellaneous Income	100.00	0.00	150.00
Rental	0.00	0.00	500.00
Sales Tax	8,280.00	5,779.72	8,400.00
Sewer Fees	138,000.00	131,564.62	140,000.00
Total Income	146,380.00	137,344.34	149,250.00
Expense	Budget	22-May	FY21 Budget
Bldg/Grnd Maint Repair	250.00	0.00	500.00
Chemicals	5,000.00	0.00	10,000.00
Computer/Software	0.00	0.00	1,200.00
Contract Labor	5,000.00	0.00	5,000.00
Dues and Subscriptions	1,350.00	0.00	1,500.00
Electricity	32,593.52	27,771.82	33,000.00
Equipment Maint & Repair	2,500.00	0.00	5,000.00
Equipment Purchase	2,500.00	1,420.27	10,000.00
Equipment Rental	0.00	0.00	500.00
Fees & Permit	1,500.00	1,280.00	2,000.00
Furniture, Equip & Computers	0.00	0.00	1,250.00
Heating Fuel	4,000.00	5,629.52	6,000.00
Insurance Expense			
<i>AML/Insurance</i>	<i>6,500.00</i>	<i>7,753.00</i>	<i>7,800.00</i>
Total Insurance Expense	6,500.00	7,753.00	7,800.00
Internet Use	0.00	0.00	120.00
Materials and Supplies	3,500.00	1,397.13	10,000.00
Miscellaneous Expense	1,500.00	0.00	3,000.00
Payroll Expenses			
<i>Life Insurance</i>	<i>98.00</i>	<i>108.34</i>	<i>125.00</i>
<i>Worker's Compensation</i>	<i>3,300.00</i>	<i>3,088.17</i>	<i>3,100.00</i>
<i>Health Insurance</i>	<i>15,174.14</i>	<i>14,269.11</i>	<i>9,210.24</i>
<i>HSA Company</i>	<i>6,000.00</i>	<i>5,071.28</i>	<i>3,000.00</i>
<i>Payroll Taxes</i>	<i>1,129.56</i>	<i>803.70</i>	<i>2,036.07</i>
<i>PERS</i>	<i>10,142.99</i>	<i>8,493.30</i>	<i>6,469.77</i>
<i>Payroll Expenses - Other</i>	<i>46,104.50</i>	<i>38,605.94</i>	<i>44,028.27</i>
Total Payroll Expenses	81,949.19	70,439.84	67,969.35
Postage and Freight	2,200.00	701.27	1,750.00
Repairs and Maintenance	0.00	0.00	1,000.00
Telephone	300.00	0.00	0.00

Sewer			
Expense	Budget	22-May	FY21 Budget
Testing	8,000.00	5,545.00	8,000.00
Training	1,200.00	0.00	1,200.00
Travel Expense	1,600.00	0.00	1,600.00
Vehicle Fuel	500.00	20.23	500.00
Vehicle Maintenance	500.00	0.00	500.00
DEPOSIT TO SEWER REPAIR AND REPLACEMENT FUND	0.00	\$14,638.00	14,925.00
Total Expense	162,442.71	136,596.08	194,314.35
Net Operating Income	-16,062.71	748.26	-45,064.35
Subsidized by Admin General Fund:	\$ 16,062.71	\$ (748.26)	\$ 45,064.35
TOTAL SEWER NET INCOME:	0.00	0.00	0.00

Water

Income	Budget	22-May	FY21 Budget
Reserves Account	0.00	0.00	0.00
Services Availability	0.00	5,575.06	8,000.00
Surplus Property	0.00	0.00	600.00
Fees & Permits	200.00	400.00	600.00
Miscellaneous Income			
<i>Miscellaneous Income - Other</i>	<i>250.00</i>	<i>582.15</i>	<i>500.00</i>
Total Miscellaneous Income	250.00	582.15	500.00
Sales Tax	9,189.47	5,492.27	10,080.00
Water Fees	153,157.88	129,867.36	160,000.00
Total Income	162,797.35	141,916.84	179,780.00
Expense			
Bldg/Grnd Maint Repair	350.00	0.00	350.00
Chemicals	9,000.00	9,062.69	9,000.00
Computer/Software	0.00	0.00	1,600.00
Contract Labor	15,000.00	3,342.57	6,500.00
Dues and Subscriptions	900.00	1,080.51	900.00
Electricity	14,000.00	13,857.84	14,000.00
Equipment Maint & Repair	8,000.00	4,460.29	8,000.00
Equipment Purchase	8,500.00	5,336.64	8,500.00
Furniture, Equip & Computers	0.00	0.00	1,500.00
Heating Fuel	8,000.00	5,833.43	8,000.00
Insurance Expense			
<i>AML/Insurance</i>	<i>5,000.00</i>	<i>5,622.00</i>	<i>6,000.00</i>
Total Insurance Expense	5,000.00	5,622.00	6,000.00
Internet Use	0.00	808.67	1,100.00
Materials and Supplies	7,200.00	6,743.06	7,200.00
Miscellaneous Expense	0.00	582.15	1,000.00
Payroll Expenses			
<i>Life Insurance</i>	<i>105.00</i>	<i>108.46</i>	<i>125.00</i>
<i>Worker's Compensation</i>	<i>3,500.00</i>	<i>4,173.57</i>	<i>4,200.00</i>
<i>Health Insurance</i>	<i>9,210.24</i>	<i>8,215.52</i>	<i>17,300.16</i>
<i>HSA Company</i>	<i>3,000.00</i>	<i>5,076.94</i>	<i>6,000.00</i>
<i>Payroll Taxes</i>	<i>1,356.09</i>	<i>1,132.44</i>	<i>1,479.70</i>
<i>PERS</i>	<i>12,177.17</i>	<i>11,642.87</i>	<i>13,287.14</i>
<i>Payroll Expenses - Other</i>	<i>55,350.75</i>	<i>52,922.05</i>	<i>60,396.08</i>
Total Payroll Expenses	84,699.25	83,271.85	102,788.08
Postage and Freight	4,500.00	4,705.99	4,500.00
Reimbursed Expense	0.00	187.09	300.00
Repairs and Maintenance	0.00	3,750.00	4,500.00
Testing	8,000.00	2,405.82	5,000.00
Training	750.00	0.00	750.00

Water				
Expense	Budget	22-May	FY21 Budget	
Travel Expense	2,500.00	0.00	1,500.00	
Vehicle Fuel	2,500.00	2,182.99	2,500.00	
Vehicle Maintenance	650.00	365.49	650.00	
DEPOSIT TO WATER REPAIR AND REPLACEMENT FUND	0.00	16,500.00	17,978.00	State requires that the City place funds into a "Repair and Replacement" account for Enterprise Accounts. We calculate the amount to go into these accounts by 10% of the total GROSS revenues that year.
Total Expense	179,549.25	170,099.08	213,916.08	
Net Operating Income	-16,751.90	-28,182.24	-34,136.08	
Subsidized by Admin General Fund:	\$ 16,751.90	\$ 28,182.24	\$ 34,136.08	Since the net operating income shows a loss for the Water Enterprise Account, we have to subsidize this account with funds from the City Reserves (Wells Fargo Investments) or the General Account which is the profits from all other accounts in the City's Budget.
TOTAL NET INCOME:	0.00	0.00	0.00	TOTAL BUDGET FOR WATER SHOWS ZERO (0) NET INCOME REVENUES



**CITY OF THORNE BAY
ORDINANCE 20-06-02-02**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, - AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL; SECTION 2.38-EMERGENCY SERVICES DEPARTMENT; RENUMBERING OF SECTIONS 2.38.010 – 2.38.050; AND ADDING THE POSITION OF AN EMERGENCY SERVICES COORDINATOR

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

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

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

Section 3. Amendment of Section. The title and chapters of Title 2 – Administration and Personnel, Chapter 2.38 Emergency Services Department, Renumbering of Sections 2.38.010 – 2.38.050; and adding the position of Emergency Services Coordinator; are hereby amended and added to the Thorne Bay Municipal Code.

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

PASSED AND APPROVED June 2, 2020

Lee Q. Burger, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: May 26, 2019]

[Public Hearing: June 2, 2020]

CHAPTER 2.38 - EMERGENCY MEDICAL SERVICES DEPARTMENT

2.38.010 DEPARTMENT ESTABLISHED.

~~2.38.015 STIPEND.~~

2.38.015 EMS COORDINATOR-APPOINTMENT AND ACCOUNTABILITY
SUBSECTIONS A & B

~~2.38.020 EMS MEMBERS--APPOINTMENT/DISCHARGE.~~

2.38.020 DUTIES OF THE EMS COORDINATOR.

2.38.025 EMS MEMBERS--APPOINTMENT/DISCHARGE.

2.38.030 VOLUNTEER ASSOCIATION.

~~2.38.040 COMPENSATION.~~

2.38.040 SERVICE FEES

~~2.38.042 SERVICE FEES.~~

2.38.050 COMPENSATION.

~~2.38.050 EMS RESPONSIBILITIES.~~

CHAPTER 2.38 TABLE OF CONTENTS AS AMENDED:

CHAPTER 2.38 - EMERGENCY MEDICAL SERVICES DEPARTMENT

2.38.010 DEPARTMENT ESTABLISHED.

2.38.015 EMS COORDINATOR-APPOINTMENT AND ACCOUNTABILITY

2.38.020 DUTIES OF THE EMS COORDINATOR.

2.38.025 EMS MEMBERS--APPOINTMENT/DISCHARGE.

2.38.030 VOLUNTEER ASSOCIATION.

2.38.040 SERVICE FEES

2.38.050 COMPENSATION.

CHAPTER 2.38 - EMERGENCY MEDICAL SERVICES DEPARTMENT

2.38.010 DEPARTMENT ESTABLISHED.

There shall be an emergency medical services department (hereinafter EMS) for the city. AN EMS COORDINATOR ~~rescue captain~~ shall be department head and administer the EMS. The Chief Administrator shall supervise the department.

(Ord. 91-19 §4(part), 1991; Ord. 90-02 §5(part), 1990)

~~2.38.015 STIPEND.~~

~~The rescue captain shall receive a monthly stipend for department administrative tasks. The rescue captain shall receive a monthly stipend to be determined by the council.~~

~~(Ord. 04-02-05-03 §4, 2004)~~

2.38.015 EMS COORDINATOR APPOINTMENT AND ACCOUNTABILITY.

A. THE EMS COORDINATOR SHALL BE APPOINTED BY THE MAYOR AND SUBJECT TO CONFIRMATION BY THE CITY COUNCIL. THE EMS COORDINATOR SHALL BE TECHNICALLY QUALIFIED BY TRAINING AND EXPERIENCE AND SHALL HAVE ABILITY TO COMMAND THE SQUAD AND HOLD THEIR RESPECT AND CONFIDENCE. THE COORDINATOR IS AN AT-WILL POSITION AND MAY BE REMOVED AT ANY TIME BY THE COUNCIL. THE COORDINATOR SHALL REPORT TO AND TAKE DIRECTION FROM THE CITY ADMINISTRATOR.

B. THE EMS COORDINATOR SHALL BE HELD ACCOUNTABLE FOR THE THORNE BAY EMS SQUAD ONLY AND SHALL MAKE WRITTEN AND VERBAL REPORTS AS THE COUNCIL MAY REQUIRE. ALL EMS VOLUNTEERS AND OR PERSONNEL SHALL BE ACCOUNTABLE TO THE EMS COORDINATOR ONLY, AND SUBJECT TO REMOVAL BY THE COORDINATOR.

~~2.38.050 EMS RESPONSIBILITIES.~~ 2.38.020 DUTIES OF EMS COORDINATOR.

A. The EMS shall have broad responsibilities for emergency medical response.

B. The responsibilities of the ~~rescue captain~~ EMS COORDINATOR shall include, but are not limited to, the following:

- ~~1. Rescue Operations: Department personnel shall respond and assist when such need arises.~~
- ~~2. Miscellaneous City Emergencies: Department Personnel may be requested to volunteer to respond and assist in coping with any emergency situation.~~

1. ~~3.~~ Determine the organization of the EMS **AND BE RESPONSIBLE FOR:**
 - i. FACILITATING EMERGENCY SERVICES FOR THE CITY OF THORNE BAY,
 - ii. RECRUIT, AND MAINTAIN READINESS OF EMERGENCY SERVICES PERSONNEL AND EQUIPMENT;
 - iii. CREATE AND MANAGE SCHEDULES FOR ON-CALL EMERGENCY MEDICAL RESPONDERS, AMBULANCE DRIVERS AND DISPATCHERS.

- iv. PLAN, DEVELOP, DIRECT, AND EVALUATE EMERGENCY SERVICES AND EMERGENCY RESPONSES PROGRAMS.
 2. ~~4.~~ Make monthly ~~oral~~ reports to the council at a regular council meeting THE FOLLOWING:
 - i. THE CONDITION OF THE APPARATUS AND EQUIPMENT;
 - ii. THE NUMBER OF EMS CALLS DURING THE MONTH,
 - iii. THE NUMBER AND PURPOSE OF ALL OTHER RUNS MADE; AND
 - iv. THE NUMBER OF MEMBERS RESPONDING TO EACH MEDICAL EMERGENCY OR OTHER RUN; AND
 - v. ANY CHANGES IN MEMBERSHIP.
3. ~~5.~~ Establish, abide by, maintain and enforce standard operating procedures (SOPs) that are specifically for the effective and successful operation of the EMS:
 - i. SOPs may cover such items as training, drills, discipline, rules and regulations that are particularly characteristic of the EMS and its functions.
 - ii. SOPs shall not conflict with city ordinances and regulations. If a SOP conflicts with an administrative publication the subject matter shall be submitted to the council for solution of the conflict.
 - iii. New SOPs and proposed changes to current SOPs shall be discussed by the ~~rescue captain~~ EMS COORDINATOR with the department staff. After the discussion the ~~rescue captain~~ EMS COORDINATOR shall make the final decision on the text of the new or changed SOP.
 - iv. SOPs shall be kept current. As part of the ~~rescue captain~~ EMS COORDINATOR's regular monthly report to the council new SOPs or changes to existing SOPs shall be orally recited.
 - v. Copies of SOPs and all changes to them shall be filed with the city administration. A file of SOPs shall be maintained in city hall for reference.
4. PERFORM, AT LEAST ONCE A MONTH:
 - i. SUITABLE DRILLS OR INSTRUCTION IN THE OPERATION AND HANDLING OF
 - a) EQUIPMENT,
 - b) FIRST AID AND RESCUE WORK, AND
 - c) ALL OTHER MATTERS GENERALLY CONSIDERED ESSENTIAL TO GOOD EMERGENCY SERVICES PRACTICES AND SAFETY OF LIFE AND PROPERTY.
5. COORDINATE CONTINUING EDUCATION PROGRAMS FOR PUBLIC SAFETY OFFICIALS, INCLUDING FIRE, EMERGENCY SERVICES, AND SUMMER SEASONAL PERSONNEL.
6. PREPARE APPROPRIATE GRANT APPLICATIONS AND ADMINISTER GRANTS FOR THE EMERGENCY SERVICES DEPARTMENT;
7. ~~6.~~ Administer the care and maintenance of EMS property and keep the required inventory record of such property.
8. MAINTAIN EMERGENCY SERVICES DEPARTMENT RECORDS, INCLUDING PERSONNEL RECORDS, CERTIFICATIONS, PATIENT CARE REPORTS, AMBULANCE BILLING RECORDS, AND EQUIPMENT INVENTORIES.
9. ENSURE THAT COMPLETE RECORDS ARE KEPT OF ALL CALLS, INSPECTIONS, APPARATUS AND MINOR EQUIPMENT, PERSONNEL, TRAINING, AND OTHER INFORMATION ABOUT THE WORK

ADDITIONS ARE BLUE AND CAPITALIZED

~~DELETIONS ARE RED AND STRICKEN~~

OF THE DEPARTMENT. RECORDS CONTAINING PATIENT INFORMATION SHALL BE STORED AND SECURED IN COMPLIANCE WITH STATE AND FEDERAL LAW.

10. ~~7.~~ Annually, when requested by the chief administrator, submit a proposed EMS budget for the next fiscal year. The ~~rescue captain~~ EMS COORDINATOR shall be consulted about any changes to be made to his proposed budget before it is finalized by the chief administrator.

11. ~~8.~~ Ensure that the EMS meets all pertinent state and federal regulations and laws.

(Ord. 91-19 § 4(part), 1991: Ord. 90-02 § 5(part), 1990)

2.38.025 ~~(2.38.020)~~ EMS MEMBERS--APPOINTMENT/DISCHARGE.

~~A. The rescue captain shall be appointed by the Chief Administrator subject to approval by the council. His term of office is unlimited as long as his performance of duties and his conduct are satisfactory as judged by the chief administrator. For just cause and upon the recommendation of the chief administrator, the council may remove him from the position of rescue captain or may discharge him from the EMS.~~

A. VOLUNTEERS AND/OR Staff members shall be recommended by the EMS COORDINATOR ~~rescue captain~~ and approved by the chief administrator. For just cause any VOLUNTEER or staff member may be discharged by the chief administrator. The rescue captain shall be consulted prior to the discharge of any VOLUNTEERS or staff member.

B. If the city is financially unable to staff the EMS with the necessary salaried employees, volunteers shall be utilized. Whether the EMS is composed of salaried employees, non-salaried volunteers or a combination of salaried employees and non-salaried volunteers, it shall be administered by the EMS COORDINATOR ~~rescue captain~~ under the supervision of the chief administrator.

C. Within the EMS the EMS COORDINATOR ~~rescue captain~~ may establish VOLUNTEER or staff responsibilities and titles and make promotions but such actions that involve a salaried employee or regular compensated volunteer shall require prior approval of the chief administrator. All EMS salaried or volunteers shall be considered "project employees" pursuant to Chapter 2.24.030 of the Thorne Bay Municipal Code.

(Ord. 91-19 §4(part), 1991: Ord. 90-02 §5(part), 1990)

2.38.030 VOLUNTEER ASSOCIATION.

A. IN THE ABSENCE OF AN EMS COORDINATOR, THERE MAY BE ESTABLISHED A VOLUNTEER ASSOCIATION OF THE EMS. Volunteer EMS staff members may organize into a volunteer association elect their own association officers and establish their own association by-laws. However, all association activities pertaining to city duties shall be administered by the EMS COORDINATOR ~~rescue captain~~ and shall comply with the terms of this chapter.

B. The volunteer association may purchase with its own fund's items of personal property and the use of such property shall be controlled by the association but shall not conflict in use or purpose with EMS property of the city nor with any established regulations or procedures of the city. (ORDINANCE 20-06-02-02, Prior -Ord. 91-19 §4(part), 1991: Ord. 90-02 §5(part), 1990)

2.38.042- 2.38.040 SERVICE FEES.

Service fees to be charged for emergency medical services and supplies, shall be as set forth in the most current EMS fee schedule adopted and approved by resolution of the city council and incorporated herein by reference.

(Ord. 96-09 § 4, 1996)

2.38.040 2.38.050 COMPENSATION.

Upon the recommendation of the Chief Administrator the council may approve compensation to reimburse volunteers who, while on emergency medical duty, training assignments or other required EMS activities, if personally purchased disposable medical supplies are damaged in use, compensation may be allowed if the use was pre-approved by the **EMS COORDINATOR** ~~rescue captain~~.

(Ord. 91-19 § 4(part), 1991: Ord. 90-02 § 5 (part), 1990)



CITY OF THORNE BAY
ORDINANCE NO. 20-05-19-01

AN ORDINANCE AUTHORIZING A SPECIAL ELECTION TO BE HELD ON JUNE 30, 2020, ON THE QUESTION OF RECALL OF CERTAIN MEMBERS OF THE CITY COUNCIL, SETTING OUT THE FORM OF THE RECALL BALLOT, AND ESTABLISHING PROCEDURES FOR THE ELECTION

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

WHEREAS, on March 11, 2020, applications for petitions to recall three members of the City Council were submitted to the City Clerk; and

WHEREAS, on March 25, 2020, the City Clerk determined that the applications met the requirements of AS 29.26.260 and prepared the recall petitions as provided in AS 29.26.270; and

WHEREAS, on April 7, 2020, the sponsors submitted the three recall petitions with signatures to the City Clerk for review; and

WHEREAS, on April 17, 2020, the City Clerk issued certifications that the recall petitions were sufficient and contained the signatures required to submit the questions on the recall of councilmembers Rosalyn Hert, Roger Longbotham, and Eric Rhodes to the registered voters of the City of Thorne Bay; and

WHEREAS, as required by AS 29.26.310, the City Clerk submitted the recall petitions to the City Council at the next regular meeting, which was held on April 28, 2020; and

WHEREAS, the timeframe for an election on the question of recall is set out in AS 29.26.320, which provides that if no regular election occurs within 75 days, the City Council shall hold a special election on the recall question within 75 days but not sooner than 45 days after the petition is submitted to the City Council; and

WHEREAS, this means that the special election may not be held earlier than June 12, 2020, and must be held by July 12, 2020;

WHEREAS, the City Clerk recommends that the special election be held on Tuesday, June 30, 2020; and

WHEREAS, AS 29.26.010 provides that the governing body of a municipality shall prescribe the rules for conducting an election, and TBMC 2.28.010 provides that the City Council shall prescribe the rules for conducting a city election; and

WHEREAS, on March 20, 2020, the City Council declared a local emergency in response to COVID-19 and has since taken additional emergency actions by the adoption of Resolution 20-04-21-01 on April 28, 2020, Thorne Bay COVID-19 ORDER 1, to help protect public health, welfare, and safety in the City of Thorne Bay; and

WHEREAS, President Trump declared a national emergency on March 13, 2020, and Governor Dunleavy declared a public health emergency in the State of Alaska on March 11, 2020; and

WHEREAS, these governmental declarations and actions remain in effect until the public health emergency no longer exists; and

WHEREAS, the City Council and the City Clerk have determined that it is in the best interests of the public to establish procedures for the June 30 special election intended to help protect the health, welfare, and safety of City officials, the voting public, and the public generally during the special election process.

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

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Authorization and Date for Special Election. A special election on the question of recall of City of Thorne Bay Councilmembers Rosalyn Hert, Roger Longbotham, and Eric Rhodes shall be held on June 30, 2020, in accordance with the procedures set out in this ordinance.

Section 3. Notice of Special Election and Completion of Recall Ballot. The City Clerk shall give at least 20 days' notice of the June 30, 2020, special election as required under TBMC 2.28.180 and AS 29.26.030. The recall ballot must be complete prior to the publication of the notice of election. Therefore, any statement of 200 words or less that a councilmember subject to recall wants to have included on the ballot must be filed with the City Clerk for publication and public inspection by no later than 4:30 pm on Monday, June 8, 2020.

Section 4. Form of Recall Ballot. In accordance with AS 29.26.330, the recall ballot for the special election shall read as follows:

SPECIAL ELECTION BALLOT

BALLOT QUESTION NO. 1

Grounds for recall stated on the recall petition: Thorne Bay City Councilman Rosalyn Hert has misused her elected position, violated the public's trust and has demonstrated misconduct in office and incompetence. She was involved in at least one illegal meeting in violation of the Open Meetings Act when it was decided to suspend City Administrator Benner in violation of AS Sec. 44.62.310 and successive sections and subdivisions. That act violated the municipal code section 2.04.040. Her misconduct has jeopardized the city by leaving it susceptible to a lawsuit because of her malfeasance.

Statement by Councilmember Rosalyn Hert: [CLERK TO INSERT HERE STATEMENT BY ROSALYN HERT OF 200 WORDS OR LESS, IF THE STATEMENT IS FILED WITH THE CITY CLERK FOR PUBLICATION AND PUBLIC INSPECTION BY NO LATER THAN 4:30 PM ON MONDAY, JUNE 8, 2020, TO ENABLE THE CLERK TO COMPLETE THE BALLOT AND PROVIDE THE REQUIRED 20 DAYS NOTICE OF ELECTION]

QUESTION 1:

Shall Rosalyn Hert be recalled from the office of Thorne Bay City Council?

Yes

No

SPECIAL ELECTION BALLOT

BALLOT QUESTION NO. 2

Grounds for recall stated on the recall petition: Thorne Bay City Councilman Roger Longbotham has misused his elected position, violated the public’s trust and has demonstrated misconduct in office and incompetence. On February 24, 2020, while acting as a city councilman he assisted Eric Rhodes serving the city administrator Wayne Benner with a suspension order and escorted him from City Hall. That act violated the municipal code sections 2.04.040 and 2.14.030. His misconduct has jeopardized the city by leaving it susceptible to a lawsuit because of his malfeasance. He was also involved in at least one illegal meeting in violation of the Open Meetings Act when it was decided to suspend City Administrator Benner in violation of AS Sec. 44.62.310 and successive sections and subdivisions.

Statement by Councilmember Roger Longbotham: [CLERK TO INSERT HERE STATEMENT BY ROGER LONGBOTHAM OF 200 WORDS OR LESS, IF THE STATEMENT IS FILED WITH THE CITY CLERK FOR PUBLICATION AND PUBLIC INSPECTION BY NO LATER THAN 4:30 PM ON MONDAY, JUNE 8, 2020, TO ENABLE THE CLERK TO COMPLETE THE BALLOT AND PROVIDE THE REQUIRED 20 DAYS NOTICE OF ELECTION]

QUESTION 2:

Shall Roger Longbotham be recalled from the office of Thorne Bay City Council?

Yes

No

SPECIAL ELECTION BALLOT

BALLOT QUESTION NO. 3

Grounds for recall stated on the recall petition: Thorne Bay City Councilman Eric Rhodes has misused his elected position, violated the public's trust and has demonstrated misconduct in office and incompetence. On February 24, 2020, while acting as mayor pro tempore he served the city administrator, Wayne Benner, with a suspension order and escorted him from City Hall. That act violated the municipal code sections 2.04.040 and 2.14.030. His misconduct has jeopardized the city by leaving it susceptible to a lawsuit because of his malfeasance. He was also involved in at least one illegal meeting in violation of the Open Meetings Act when it was decided to suspend City Administrator Benner in violation of AS Sec. 44.62.310 and successive sections and subdivisions.

Statement by Councilmember Eric Rhodes: [CLERK TO INSERT HERE STATEMENT BY ERIC RHODES OF 200 WORDS OR LESS, IF THE STATEMENT IS FILED WITH THE CITY CLERK FOR PUBLICATION AND PUBLIC INSPECTION BY NO LATER THAN 4:30 PM ON MONDAY, JUNE 8, 2020, TO ENABLE THE CLERK TO COMPLETE THE BALLOT AND PROVIDE THE REQUIRED 20 DAYS NOTICE OF ELECTION]

QUESTION 3

Shall Eric Rhodes be recalled from the office of Thorne Bay City Council?

Yes

No

Section 5. Procedures for Conduct of the Special Election. The City Council establishes the following procedures for conduct of the special election on June 30, 2020. These procedures are intended to help protect the health, welfare, and safety of the voters, the City officials conducting the election, and the public generally, given the ongoing public health emergency declared in response to the COVID-19 pandemic.

1. There will be one location for voting on Tuesday, June 30, 2020, and that location will be at City Hall. The City Clerk will set up a voting location on the ground floor of City Hall at city administrator's office. This office has a window, and the City Clerk will handle all voting procedures with the voters through the window as described below in paragraph 4 of this section. Voters will remain outside to vote and will not enter City Hall to vote. All persons waiting outside to vote must practice safe social distancing by maintaining a distance of at least 6 feet apart and are requested to wear a face mask.
2. The voting location at City Hall described in paragraph 1 above will also be an absentee in-person voting location open on Monday, June 22 through Friday, June 26, for voters who wish to vote absentee in-person. Voting procedures for absentee in-person voters will be handled through the window in the same manner as described in paragraphs 1 and 4 of this section. All persons waiting outside to vote must maintain a distance of at least 6 feet apart and are requested to wear a face mask.
3. On Monday, June 29, 2020, there will be an absentee in-person voting location open at Davidson Landing for voters who wish to vote absentee in-person at that location. This location is not a precinct and is provided for absentee in-person voters as a convenience; this location will be open on June 29 only. The location will be set up and managed by the City Clerk as she determines necessary and reasonable to enhance safety. All persons waiting to vote at this location must maintain a distance of at least 6 feet apart and are requested to wear a face mask.
4. Voting at the City Hall location will be managed generally as follows: The City Clerk will be located inside the city administrator's office in City Hall. Voting will be handled by the City Clerk with the voters through the office window to the outside. Voters will be provided with a table, chair and voting booth outside of the office window. The City Clerk will have the voter show her any required identification, sign the register, vote their ballot, insert the ballot into a secrecy sleeve, and put the ballot into a secure ballot box or observe the Clerk putting the ballot into the ballot box. The City Clerk may modify this voting process as she determines necessary or appropriate.

5. In the event the City Council determines that the special election date needs to be cancelled and rescheduled due to public health emergency considerations in response to the COVID-19 pandemic, the City Council may take appropriate actions to do so.
6. Except as provided in this ordinance, all other City election procedures, including the procedures for voting absentee by-mail, as provided in TBMC Chapter 2.28 will apply to the special election.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED BY a duly constituted quorum of the Thorne Bay City Council on Tuesday, May 26, 2020.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

[SPONSORED: PETITION SUBMITTED APRIL 7]
[INTRODUCTION: MAY 5, 2020]
[PUBLIC HEARING MAY 26, 2020]