

NOTICE OF REGULAR CITY COUNCIL MEETING - [TUESDAY, MAY 5, 2020 @ 6:30 p.m.](#)

AGENDA

FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR  
THE CITY OF THORNE BAY, ALASKA  
TUESDAY, MAY 5, 2020

TIME: 6:30 p.m.

LOCATION: [TELECONFERENCE/VIDEO CONFERENCING LINE](#)

WEBEX CONFERENCE LINE: [1-408-418-9388](#)

CODE: [622 525 655](#)

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*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 February 18, 2020, Regular City Council Meeting, discussion and action item:
10. NEW BUSINESS:
  - a) Resolution 20-05-05-01, a resolution of the City Council for the City of Thorne Bay, noticing the intent to publish a Request for Proposal (RFP) for the removal of hazards within specified roads including sink holes, potholes and any other possible issues being a hazard, discussion and action item:
  - b) Authorizing the renewal of a two year lease agreement for 1-acre of land at the Sort Yard between the City and PAPAC LOGGING, discussion and action item:
  - c) Authorizing additional five (5) skiff stalls, One 32 ft stall, and five (5) boat stalls for Adventure Alaska
11. ORDINANCE FOR INTRODUCTION:
  - 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:
12. EXPENDITURES EXCEEDING \$2,000.00:
  - a) Authorizing the expenditure of \$5,200.00, to Organized Village of Kasaan for Grading Subdivision of Goose Creek and South Thorne Bay Subdivision, discussion and action item:

- 13.EXECUTIVE SESSION:
- 14.CONTINUATION OF PUBLIC COMMENT:
- 15.CONTINUATION OF COUNCIL COMMENT:
- 16.ADJOURNMENT:

**Posted:** May 1, 2020

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

## More ways to join the Council Meeting:

**LOCATION:** [TELECONFERENCE/VIDEO CONFERENCING LINE](#)

### Join by video system

**Dial** 622525655@cityofthornebay.my.webex.com

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

### Join by phone

**Phone:** 1-408-418-9388 United States Toll

**Access Code:** 622 525 655

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MINUTES  
FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR  
THE CITY OF THORNE BAY, ALASKA  
CITY HALL COUNCIL CHAMBERS  
120 FREEMAN DRIVE  
Tuesday, February 18, 2020  
6:00 p.m.

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1. CALL TO ORDER:

Burger called the meeting to order at 6:00PM

2. PLEDGE TO FLAG:

The audience and council stood and recited the pledge to the flag

3. ROLL CALL:

Those present: Burger, Hert, Longbotham, Edenfield, & Rhodes. McDonald called in at 6:03PM.

4. APPROVAL OF AGENDA:

Burger moved to approve the agenda, with one correction. Agenda Item #10C will be moved to before the Executive Session.

**MOTION: Move to approve the agenda**

F/S: Burger/Rhodes

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

NAYS: None

STATUS: Motion Passed.

5. (originally 10C on agenda) Appointment of a Mayor Pro Tempore; discussion and action item:

Burger asked if there were any volunteers – Rhodes and Longbotham expressed interest in acting Mayor Pro Tempore. Longbotham withdrew in deference to Rhodes. Burger moved to accept Eric Rhodes as Mayor Pro Tempore. Longbotham seconded the motion. There was no further discussion.

**MOTION: Move to accept Eric Rhodes as Mayor Pro Tempore**

F/S: Burger/Longbotham

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

NAYS: None

STATUS: Motion Passed.

6. EXECUTIVE SESSION: Mayor Pro-Tem Rhodes moved to adjourn to Executive Session for the purpose of being to review and discuss new applications proposed by Prothman for the City Administrator's position. The public portion of the meeting was adjourned at 6:05PM. The City Council came back into session at 6:35PM.

7. **MAYOR'S REPORT:** No report given.

8. **ADMINISTRATIVE REPORTS:**

**ADMINISTRATOR'S REPORT 2-18-2020 Wayne Benner**

**Meetings Attended and Updates:**

- A. DNR mtg Feb 11 was well attended. I did not attend as Sam called me about an issue at the sewage treatment plant.
- B. East POW fisheries meeting was held in the council chambers on Sunday afternoon.

**Tasks and Projects:**

- A. Been busy since last Wed trying to piece together how the dewatering and chlorine tanks at the sewage treatment plant became filled with effluent. Two valves are manually opened in a specific sequence. Not only were they opened but then closed after the two basins were full.
- B. Water plant improvements continue schedule. The shutdown to change out a valve and put in new flow meter went as planned after the reservoir was fully drained. Work was complete by 4 am. It took a little longer than expected to get the system back online due to the accumulation of air in the lines. By midnight Sunday water was back on to town. Water test were taken today and sent off this morning to the lab. We should have results by Wed afternoon and hopefully can cancel the boil water notice. Computer programmers were on site most of the week and started to get the system converted to automation. Sat Sam showed me the how parts of the back-wash system operated automatically. They will be back when the filtration manufacture is on site to program that operation into the system.
- C. Boiler at City Hall has been repaired. There is one zone valve that needs replacing and when SE Mechanical finds the parts it will be replaced.

**Continuing Business:**

**New Business:**

- A. Motion to approve the appointment procedures for this specific for filling Council Seat E.
- B. Appointment to fill Council Seat E
- C. Appointment of Mayor Pro Tempore is to have someone run the two meetings in March while both the Mayor and Vice Mayor are out of town.
- D. Accept the Resignation of Cindy as the Emergency Services Coordinator. Cindy had said awhile back that she was done but there was never an official motion.
- E. Approval the Utility Easement for AP&T to use an additional 10 along the 10-foot utility easement that crosses city property into Clowar Subdivision Parcel 6 A-1. Clowar was granted an access easement on the 10-foot utility easement.

**Ordinances for Public Hearing: none**

**Ordinances for Introduction: none**

**Expenditures over \$2000**

Yes, \$3,960 is to purchase chains for the grader. Now it will probably not snow to the point of needing the grader.

**Executive Session:** YES, a session was held at beginning of council meeting to accommodate Prothom for further update by Prothom on search for a new City Administrator.

**Harbors and Parks:** Ron has been helping with other projects.

**Streets and Roads:** Still in the winter maintenance mode but taking the advantage of the slow down to get other work done and repair equipment.

**Water and Sewer:** Since water leaks have been an ongoing problem for year Sam and I suggest that a policy be put in place wherein if a person finds a leak on their side of the meter and reports the leak they would not be charged for any water overage associated from the leak. This could cut down on the many hours spent searching for leaks

**Solid Waste:** Last part of the electronic baler operations arrived, and Josh has installed it, so the backup system is protected.

**Law Enforcement:** Shannon has been around and is being trained from a past VPSO will waiting to go to the academy

**FIRE/EMS:** Now that Cindy has formally resigned the city should advertise for someone to fill that position

**Library:** One last part and this will please some members of the community. This will be my last city council meeting. I agreed to stay until the latter part of February when Teri returned from Vacation. As per code Teri will act as interim city administrator and she and I will get together to go over some projects.

## 9. PUBLIC COMMENTS:

### **Thom Cunningham commented on the following:**

- Commented on the severe snow which caused him to be without power for two days. Stated that he spoke with Alaska Power and Telephone (AP&T), who said they had talked to the City about a generator.
- Requested that City Council Meetings be 'live streamed' at Davidson Landing because, during the winter the southside people can't get into town.
- Withdrew his name for consideration of council seat "E" and stated he supported Bob Hartwell.

### **Karen Petersen commented on the following:**

- Commented on the Bayview Timber Sale and a proposed EMS symposium in Craig.
- Friends of the Library are fund-raising by selling a book of photos by Don Larson.

### **Jim Baichtal commented on the following**

- **Commented on the Bay View timber sale.**

### **Brad Clark commented on the following:**

- Commented on grant writing.
- Thanked Wayne for his work and wished him well.

### **Jon Stram commented on the following:**

- Spoke of a meeting regarding fiber optics on the Island and stated it would be held in the Kasaan Café or City Hall.

### **Jim McFarland commented on the following:**

- Read off a calendar of events at the Vocational Education Center in Klawock.
- The Vo-Tech is looking for funding and he is selling raffle tickets.

**Buck Bazinet commented on the following:**

- Thanked Cindy Edenfield for her service to EMS.
- Mentioned missing or needed street signs.

**Mark Minnillo commented on the following:**

- He agreed with Bazinet about signs.
- Commented that both he and his wife DeAnn Minnillo had put interest forward for council seat “E”. Unfortunately, his wife was unable to be at the meeting as she was taking care of her mother.

**10. COUNCIL COMMENTS:**

- Hert read a statement, airing her frustrations, about the February 4, 2020 special meeting.
- Longbotham wants “cameras & stuff” on the Southside, that someone had volunteered to buy the equipment.
- Rhodes talked about Edenfield’s statement at the last meeting
- McDonald stated that it would take ‘a long, hard time’ for the City to get an EMS system and squad.

**11. NEW BUSINESS:**

- a) Motion to approve this specific (for this meeting only) appointment procedure for Council Seat E; discussion and action item:

Rhodes moved to approve the appointment procedures for Council Seat E for this meeting only. Longbotham seconded the motion.

**MOTION: Move to approve the “specific appointment procedure for Council Seat E”.**

F/S: Rhodes/Longbotham

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

NAYS: None

STATUS: Motion Passed.

**11B. NEW BUSINESS:**

- b) Appointment to fill vacant Council Seat “E”; discussion and action item:

Per procedure adapted, each interested party may speak on their own behalf and will have 2 minutes each to do so:

- Bob Hartwell spoke
- Jameson Kohn spoke
- Jon Stram spoke
- Elizabeth Taylor spoke.

**MOTION: Move to appoint Bob Hartwell to council seat “E”.**

F/S: Burger/McDonald

YEAS: Burger, Edenfield, McDonald

NAYS: Hert, Longbotham, Rhodes

STATUS: TIED motion.

**MOTION: Move to appoint Jon Stram to council seat “E”.**

F/S: Rhodes/Longbotham

YEAS: Burger, Hert, Longbotham, Rhodes

NAYS: Edenfield, McDonald

STATUS: Motion passed.

**Jon Stram was sworn in as a Thorne Bay City Council member, filling seat E.**

11C. NEW BUSINESS:

- c) Accept the Resignation of Cindy Edenfield from the duties of Thorne Bay's Emergency Services Coordinator; discussion and action item:

Burger stated would like a Certificate of Thanks for Cindy's past service. Rhodes moved to accept the resignation of Cindy Edenfield from the duties of Thorne Bay's Emergency Services Coordinator. Burger seconded the motion. There was no further discussion.

**MOTION: Move to accept the resignation of Cindy Edenfield from the duties of Thorne Bay's Emergency Services Coordinator.**

F/S: Rhodes/Burger

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

NAYS: None

STATUS: Motion Passed.

11D. NEW BUSINESS:

- d) Approve the Utility Easement for Alaska Power & Telephone (AP&T); discussion and action item:

Rhodes moved to approve the utility easement for Alaska Power and Telephone (AP&T). Longbotham seconded the motion.

**MOTION: Move to approve the utility easement for Alaska Power & Telephone (AP&T).**

F/S: Rhodes/Longbotham

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

NAYS: None

STATUS: Motion Passed.

12. EXPENDITURES EXCEEDING \$2,000.00: Approving an expenditure of \$3,960.00 to JR's Custom Lumber and Tire to purchase heavy-duty chains for the Grader; discussion and action item.

**MOTION: Move to approve the expenditure of \$3,960.00 to JR's Custom Lumber and Tire to purchase heavy-duty chains for the grader.**

F/S: Rhodes/Burger

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

NAYS: None

STATUS: Motion Passed.

13. CONTINUATION OF PUBLIC COMMENT:

**Thom Cunningham thinks Cindy's letter should be a 'letter of appreciation'**

Brad Clark appreciates new council member Jon Stram.

M. Minnillo stated that the State is in 'dire-straits' so they want to make money by timber sales, suggested the City talk to legislators.

B. Bazinet asked that the southside roads be graded.

K. Oatman asked that the City consider new playground equipment as the existing stuff is rotted out, outdated, & dangerous.

Ron Wendel commented on the following:

- Commented on a problem that occurred that Sunday. A man was reported missing on the water. 9-1-1 was called.
- Commented that the man was found ok, but stated he liked how the community came together to help a fellow citizen.

#### 14. CONTINUATION OF COUNCIL COMMENT:

##### **Longbotham commented on the following:**

- Thanked Buck Bazinet for coming to Thorne Bay
- Informed public the next grant writing meeting will be at the Baptist Church.
- Informed people to contact SISD District Office if they had concerns about SISD.

##### **Rhodes commented on the following:**

- Thanked Ron Leighton for getting the grant group together.
- Commented that Kerri Taylor is interested in Thorne Bay's Emergency Services Coordinator position and he would support her.

##### **McDonald commented on the following:**

- Thanked all the people who were interested in council seat "E" and reminded them that there is an election in October.

**Burger thanked Wayne and wished him well.**

#### 15. ADJOURNMENT:

Meeting was adjourned at 7:43PM.

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Lee Burger, Mayor

ATTEST:

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Dana Allison, Acting City Clerk



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

A RESOLUTION NOTICING THE CITY'S INTENT TO PUBLISH A REQUEST FOR PROPOSAL FOR THE REMOVAL OF HAZARDS ON ROADS WITHIN THE CITY'S LIMITS INCLUDING, BUT NOT LIMITED TO HAZARDS IN THE SOUTH THORNE BAY SUBDIVISION, STEEP RD, AND GOOSE CREEK SUBDIVISION

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

**WHEREAS**, due to the lack of road maintenance within the City's South Thorne Bay Subdivision, Steep Road, Choker Setter Circle, North Road, South Arm Addition No. 1, & the Goose Creek Subdivision, has caused extreme hazard conditions including, but not limited to potholes and sinkholes, that require immediate repair for the safety of all who drive them; and

**WHEREAS**, the City Council is directing that the City publish a Request for Proposal (RFP), for the repairs to City Roads as specified below and under the following terms:

- a) Publishing: The complete RFP will be posted within 10 days after council adoption of this resolution.
- b) Sealed bids will be accepted as set forth on the official bid packet, but not later than 30 days from the date of posting of RFP.
- c) A complete bid packet of the Request for Proposal will be published on the City's Website at [www.thornebay-ak.gov](http://www.thornebay-ak.gov), not later than 10 days after adoption of this resolution.
- d) Hardcopies of the RFP may be requested by contacting the City Clerk at (907) 828-3380

**WHEREAS**, project scope will include the removal of hazards within the specified roads including sink holes, potholes and any other possible issues being a hazard.

Specifications for removal of hazards include, but are not limited to:

- All potholes and sinkholes in the outlined area to be returned to level.
- Slightly Convexed and sealed or packed with surface grade aggregate.

**WHEREAS**, the RFP will include the requirement that the bidder:

- a) Bidders will obtain the required insurance and bond to complete the project
- b) Grant a 6-month repair warranty on the road for potholes or sinkholes and
- c) The degree of repairs will allow for the grading of the road every 6 months to bring the fines back to the surface of the road.

**WHEREAS**, the complete scope of the project for the City Roads Repair, will be detailed in the Request for Proposal (RFP) bid packet including all timelines, procedures and process for the receipt, review and award of the sealed bid, and

**NOW THEREFORE, BE IT RESOLVED** that the City Council for the City of Thorne Bay, notices the intent to publish a Request for Proposal (RFP) for the repairs to City Roads within the City's South Thorne Bay Subdivision, Steep Road, Choker Setter Circle, North Road, South Arm Addition No. 1, & the Goose Creek Subdivision; and

**BE IT FURTHER RESOLVED** that the Request for Proposal will be published ten (10) days following the adoption of this resolution and the proposal will follow the procedures for sealed bids as set forth in Thorne Bay Municipal Code, Chapter 3.12-Purchasing.

**PASSED AND APPROVED** this 5<sup>th</sup> day of May 2020

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Lee Q Burger, Mayor

ATTEST:

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Teri Feibel, CMC

[SPONSOR: ROGER LONGBOTHAM]

# RENTAL AGREEMENT

## CITY & PAPAC

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

1. **Rented Premises.** The City does hereby Rent to the Renter one and one half (1 ½) acre plus or minus of land at the Sort Yard on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning June 1, 2020 and ending May 31, 2022. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Monthly Sales Taxes due the City shall commence upon the signing of Rental Agreement. Renter shall have the option to renew this Rent for an additional period 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 Two Hundred and Twenty-Five Dollars (\$225.00) 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.

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4. **Deposits.** Renter shall deposit with the City an amount equal to     N/A    . Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise 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, Storing and working on heavy equipment used for logging and road building. 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 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

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after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.

9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.

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

12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits 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.

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

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

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

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## CITY & PAPAC

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 utilities;
  - (c) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the 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;

# RENTAL AGREEMENT

## CITY & PAPAC

- (d) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;
- (e) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;
- (f) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.
- (g) The City shall use reasonable diligence to relet Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.

20. **Rights and Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this Rent, no right or remedy herein conferred upon reserved to the City or Renter is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.

21. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party 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 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.

# RENTAL AGREEMENT

## CITY & PAPAC

25. **Hazardous Materials.** The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to , the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C. 9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C.7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. “Hazardous Substance” means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted , prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.
26. **Acceptance of the Rented Property by Renter.** Renter acknowledges that it has thoroughly examined Rented Premises. Renter accepts Rented Premises in their “**AS IS**” condition, and the City shall not be required to perform any work to prepare Rented Premises for the Renter. Renter’s taking possession of Rented Premises shall be conclusive evidence against it that, at the time possession was taken, Rented Premises were in good and satisfactory condition. Renter acknowledges that, except for those representations and statements regarding the condition of Rented Premises expressly stated herein, Renter has not relied upon any representations or statements of the City or its representatives or agents regarding the condition of Rented premises or their suitability for Renter’s uses under this Rent.
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.

# RENTAL AGREEMENT CITY & PAPAC

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 404, Craig, AK 99921**, 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:**  
**THE CITY OF THORNE BAY**

**RENTER:**  
**PAPAC ALASKA LOGGING**

By \_\_\_\_\_  
Lee Q. Burger, Mayor "City"

By \_\_\_\_\_  
Papac Alaska Logging, Inc. "Renter"

ATTEST:

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



**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

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### 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

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### 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

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### 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 19, 2020.

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Lee Burger, Mayor

ATTEST:

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Teri Feibel, CMC

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

# Organized Village of Kasaan

## Department of Transportation

### Invoice

Bill To:

City of Thorne Bay

Invoice #: 2020-0008

Date	Staff	Ship Via	Terms
4/30/2020	Sara K Yockey	N/A	Due upon receipt

Quantity	Description	Cost	Total
	4/7 Southside Subdivision		
1 hour	Volvo Grader	\$150.00	\$150.00
5 gallons	Fuel	\$5.00	\$25.00
	4/7 Goose Creek Road		
9 hours	Volvo Grader	\$150.00	\$1,350.00
59 gallons	Fuel	\$5.00	\$295.00
	4/23 & 4/24 Goose Creek Road		
19 hours	CAT Grader	\$150.00	\$2,850.00
106 gallons	Fuel	\$5.00	\$530.00

Subtotal:	\$5,200.00
Miscellaneous:	N/A
Balance Due:	\$5,200.00

PHONE WEB

PO Box 26-KXA, Ketchikan, Alaska

(907) 542-2230

[www.kasaan.or](http://www.kasaan.or)