

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR
THE CITY OF THORNE BAY, ALASKA
TUESDAY, SEPTEMBER 15, 2020
TIME: 6:30 p.m.

LOCATION: **TELECONFERENCE/VIDEO CONFERENCING LINE**

+1-408-418-9388 United States Toll

Meeting Weblink:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m35f0dce909c73a2e3daefbc272063836>

Meeting number (access code): 126 307 2571

Meeting password: MJmMaTWN224 (65662896 from phones and video systems)

1) **CALL TO ORDER:**

2) **PLEDGE TO FLAG:**

3) **ROLL CALL:**

4) **APPROVAL OF AGENDA:**

5) **MAYOR'S REPORT:**

6) **ADMINISTRATIVE REPORTS:**

- a) City Administrator:
- b) City Clerk Report:

7) **PUBLIC COMMENTS:**

8) **COUNCIL COMMENTS:**

9) **CONSENT AGENDA:**

a) **MINUTES:**

- 1. Minutes for the August 26, 2020, Special City Council Meeting, discussion and action item:
- 2. Minutes for the July 21, 2020, Regular City Council Meeting, discussion and action item:

b) **NEW BUSINESS:**

- a) Presentation from Carol Fletcher, IGAP Coordinator Organized Village of Kasaan, regarding Solid Waste Management & Recycling, discussion item:
- b) Appointing Cherish Carter, Laura Jennings and Sue Edson as Election workers for the October 6, 2020, Regular Municipal Election, discussion and action item:

- c) Lease of City Property, discussion of rates and availability of land, discussion and action item:
 - d) Authorizing a donation to Airlift Northwest to assist in mitigating the expense of keeping the PC 12 turboprop medevac aircraft in Southeast AK, discussion and action item:
 - e) Appointing Shannon Bosdell as the EMS Coordinator for the City of Thorne Bay, discussion and action item:
- 11) **ORDINANCE FOR INTRODUCTION:**
- a) Ordinance 20-10-06-01 amending Title 2 – Administration and Personnel, Chapter 2.56, City Property, Amending 190 Lands Available for Leasing- Classification of Lands, discussion and action item:
- 12) **EXPENDITURES EXCEEDING \$2,000.00:**
- a) Authorizing the expenditure of CARES funding for the purchase of two ambulances and one fire truck, discussion and action item:
- 13) **CONTINUATION OF PUBLIC COMMENT:**
- 14) **CONTINUATION OF COUNCIL COMMENT:**
- 15) **ADJOURNMENT:**

LOCATION: **TELECONFERENCE/VIDEO CONFERENCING LINE**
+1-408-418-9388 United States Toll

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<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m35f0dce909c73a2e3daefbc272063836>

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MINUTES
FOR THE REGULAR
MEETING OF THE CITY COUNCIL
TUESDAY, JULY 21, 2020
PARTICIPATE VIA WEBEX USING
THE INFORMATION BELOW:
6:30 PM Tuesday, Jul 21, 2020

1) CALL TO ORDER:

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

2) PLEDGE TO THE FLAG:

The audience and council pledged to the flag.

3) ROLL CALL:

Those present were: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram

4) APPROVAL OF AGENDA:

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

MOTION: Move to approve the agenda

F/S: Burger/McDonald

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

NAYS: None

STATUS: Motion Passed.

5) MAYOR REPORT:

Mayor Burger welcomed the new City Administrator, Les Carter, to Thorne Bay.

6) ADMINISTRATIVE REPORTS:

a. City Administrator Report:

City Administrator, Les Carter commented on the following:

- First day in the office was yesterday and I hit the ground running with jumping into the water project that has been my focus the last 48 hours.
- Invited council and residents to contact him with their comments or questions.

b. City Clerk Report:

City Clerk Teri Feibel provided the following report:

FINANCES:

QuickBooks:

Income:	\$ 54,194.18
Expense:	\$160,059.21
NET OPERATING:	- \$105,865.03

Tongass Federal Credit Union:

Health Premium	\$35,044.83
Occupancy Gen.	\$6,297.80
40% Sales Tax	\$129,627.60
Occ Tax Ems/Fir	\$13,496.01
Occ Tax Tourism	\$8,525.74
Occ Tax Parks	\$9,551.77
Occ Tax Harbor	\$20,176.89
Water Utl R&R	\$16,287.46
Sewer Utl R&R	\$14,644.92
Solid Waste R&R	\$13,978.39
Checking	\$331,541.29
60% Sales Tax	\$220,575.73
Harbor	\$79,968.10

ACCOUNT TOTALS \$899,716.53

➤ PUBLIC MEETING SENATOR MURKOWSKI

This Thursday, July 23rd, starting at 4pm, Senator Murkowski and Senator Sullivan are holding a tele-town hall event—an interactive phone call that invites you to ask questions and hear directly from your U.S. Senators.

Senators Murkowski and Sullivan will provide updates on Congressional activity in Washington, D.C., including their ongoing efforts to respond to the COVID-19 pandemic. This is also an opportunity for your U.S. Senators to hear from you—about your concerns, thoughts, and ideas.

Sign up to join the conversation. Those who sign up will receive a phone call on Thursday at the time of the event joining them to the tele-town hall and will be given instructions on how to ask a question during the call. If you would like to simply listen to the conversation, there is no need to register. Stay on this page and the event will automatically begin livestreaming at the start time.

<https://www.murkowski.senate.gov/live>

c. Library Report:

Laura Clark, Library Director reported the following:

- It's so good to be open!
- Since our last report, a lot has happened here. We opened the Children's Garden and its in full swing, though we wish Summer would arrive and help us out!
- The majority of our PLAG grant items are here and responding to public request we used our grant \$ to buy more current movie and documentary DVDs. The process of entering these titles is lengthy, so look for these titles to start becoming available soon.
- We have a new volunteer, Amanda Kielty, and she comes to us with her experience at the Ketchikan Library. Welcome, and Thank YOU Amanda!
- Our Super Volunteers, Jim and Libby Nieland, completed the removal of the kitchen, revamped the storage closet, and now we look forward to an entire wall of new shelves in the Children's Section. This makes way for the middle/high school aged books coming with the PLAG grant. During my time substitute teaching at the school, I asked the different age groups to suggest books or different series they would like in our library. Several popular authors and different series are now part of the Library collection. Many thanks to the young people that took time to participate.
- We hit a major snag with the Library internet. It seems that the name of the package we wanted to order was extremely similar to the name on another package and we ended up with only 1/3 of the bandwidth we have had in previous years. Working with the OWL State Librarian we were able to change our plan and continue with the OWL grant that helps to pay for the internet cost. Thank you to everyone that pitched in at the 11th hour to get this fixed.
- We won another grant! This time it's a series of books about Women's Suffrage. Arriving soon in different reading levels. To my knowledge we don't have this subject matter in our Library, so we are happy to have won this grant.
- We received a donation from the Juneau Library, several boxes of quality children's books. Another welcome addition.
- We have begun the repair/replace of the Library South end wall. Mr. Thom Cunningham generously donated his time and experience, and this project is already underway. Many thanks to last year's City Council for the funds to complete this very needed repair. We may not have made it another year with the condition of siding and the amount of dry rot found.
- The printer in the Library is fixed. We are open and functional again.
- The Library is available as a meeting space, please enquirer if you are interested.
- The Library is always in need of volunteers. At this time there are only a few of us covering all the shifts and keeping your library open for you. Interested parties, please call the library and leave your email address. Phone numbers are good too! 828-3303

- Welcome Les Carter our NEW City Administrator. I look forward to working with you moving forward.
- Thank you, Teri Feibel, for helping with the Internet Snafu and for partnering in the repairs we so desperately needed. Your help really made a difference!
- **Food Bank-** Thorne Bay has begun a program, in addition to the Church of Thorne Bay, to provide shelf stable food items to anyone in need.
 - The Food Bank of Thorne Bay will be open at the Bay Chalet tomorrow, Wednesday 7/22/2020 at 10:30 am.
 - All items are shelf stable, no perishables.
 - There is no income declaration, this is open to everyone.
- It is our plan to also go to Davidson Landing tomorrow at about noon. Please bring your own boxes if you have them.
- Note: we are working alongside the Church of Thorne Bay with the pickup times at both locations to make it as convenient as possible.
- Stay tuned for more information and please contact Laura Clark at the Thorne Bay Library if delivery is needed.

d. VPSO Report:

VPSO Bosdell reported the following:

- On July 14th at 8:29 am, he received a call for a Search and Rescue near Thorne Bay. Bosdell Stated that TEMSCO Helicopters assisted with the

SEARCH AND RESCUE PRINCE OF WALES ISLAND/ TLINGIT AND HAIDA

Need:

Because of its remote and unique location Prince of Wales, it is difficult to respond for SARs incidents. In the past ten years there have been over 20 SARs incidents with many more unreported to AST and other authorities or handled at local level with mixed results. This year I have dealt with three in Thone Bay alone and there have been others, with one the death of a diver in Klawock.

Each of these incidents has shown the need for a well-organized SARs response team that has the proper equipment needed for our challenging environment. And the need for equipment and assets in place for accessing river, ocean, high altitude and remote access areas.

Most importantly, this has shown that we are lacking equipment and a team that specializes in SARS for this area of rescue.

Proposal:

Form a SARs response team that can be called on to assist across the island, composed of VPSO's, AST, and local volunteers. The team would have a base of operations in Thorne Bay (a centralized area of the island) and would service all communities island wide. Which includes Kasaan, Thorne Bay, Craig, Klawock, Hydaburg, Coffman Cove, Whales pass, Port Protection and others.

Organization:

AST Central command responsibilities:

Coordinating all operation and keeping the flow of information and assets too field operations. Responsible for all operations.

Field operation director VPSO's:

One VPSO in charge of field operations in contact with AST with needs of the operation and relaying real time info to AST for better use of equipment and assets. Organizing volunteers in search parties, grid searches the best use of assets that are available. Responsible for field operations

Volunteer SARS Captains:

Group of specialized volunteers who have the skills for SARS response no more then 5, for example performing searches in specialized terrain or area of the island, EMT's or other medical needs, divers, and many other specialized skills. Responsible for directing other volunteers in searches may it be through grid searches or specialized terrain searches and skills.

Volunteers:

People from the affect community that wants to help in the search with unique knowledge of the area that we are searching.

*These operations of SARs are laid out in AST and VPSO OPMs

Assets on hand:

- Jet ski (once it is sent to post)
- TEMSCO: Helicopter service who has offered flight time for the needs of SARs Various medical equipment
- Harbor Master boat 16-foot Boston Whaler (for Thorne Bay operations) Side by side **ATV** (once it is sent to post)
- IN REACHES (2x once it is sent to post)

Assets Needed:

- Operations boat (on trailer so it can move to any part of the Island) Dive equipment
- 20-30-foot enclosed trailer
- Various field operation items IE. Folding tables, maps, charts of the island, chairs Tent (field command center)
- 50 neon high visibility vest (for search volunteers) Snow machine
- Sled high durability (patient transport) Various ropes (mountain retrieval)

Cost:

Most of the assets are a one-time cost incurred, the maintenance of the assets of SARs will be maintained by the Thorne Bay VPSO. Fuel cost for permitted SARs are paid through a grant from AST.

Conclusion:

With the specialized environment and dangers that Prince of Wales and the unorganized nature of where we live this is an opportunity to present to the whole Island of 4500 people a well-organized centralized SARs unit that any agency from Prince of Wales or Southeast Alaska can call upon when the need arises. We will have the tools that are needed for specialized needs of SARs.

7) PUBLIC COMMENTS:**SHERRI BECKER SISD COMMENTED ON THE FOLLOWING:**

- Welcome new administrator
- Thank you to council-thankless job-thank you
- School will start on August 31st-check SISD website for tentative plan-amended daily due to CDC and federal laws
- Have a lot of new faces and will introduce to the council when have the opportunity's

THOM CUNNINGHAM COMMENTED ON THE FOLLOWING:

- Welcomed Les Carter to Thorne Bay

LAURA CLARK COMMENTED ON THE FOLLOWING:

- Commented in favor of appointing Cindy Edenfield as Vice Mayor.

DAVID EGELSTON COMMENTED ON THE FOLLOWING:

Submitted written comments to the City Council.

- Commented in favor of appointing Cindy Edenfield as Vice Mayor for the following reasons:
 - Cindy Edenfield has volunteered for EMS for many years, shows up at city events on a regular basis, purchases tickets for the fishing derby even though she does not fish, represents the council at numerous city events, participates with Thorne Bay Days and other events, has no hidden agenda and can be counted on to be fair.

JIM BAICHTAL AND KAREN PETERSEN COMMENTED ON THE FOLLOWING:

- Commented in favor of Cindy Edenfield for Vice Mayor as she has a long history as a resident in Thorne Bay and fully understands the issues that Thorne Bay faces. Cindy has no hidden agenda and can be counted on to be fair.

GREG KERKOF COMMENTED ON THE FOLLOWING:

Submitted written comments to the City Council.

- Supported Cindy Edenfield for Vice Mayor
- Expressed concern about Councilman Rhodes employment with OVK being a conflict of interest with his position on the City Council.

BEN & SUZIE WILLIAMS COMMENTED ON THE FOLLOWING:

Submitted written comments to the City Council.

- Commented on the Vice Mayor vacancy and appointment and addressed their concerns as follows:
 - The individual representing Thorne Bay must be nonpartisan and an independent thinker
 - To make their decisions based on the best choice for the whole of Thorne Bay and its citizens
 - To vote with no personal agendas or favors in mind
 - To be open to criticism and listen to concerns.
- Commented in favor of appointing Cindy Edenfield or Jon Stram for the Vice Mayor position.

RISA CARLSON, PHD, COMMENTED ON THE FOLLOWING:

Submitted written comments to the City Council.

- Endorsed Cindy Edenfield for Vice Mayor listing the following reasons:
 - In the six years she sat on the City Council with Cindy Edenfield, she found her to be serious, intelligent, well-informed, fair, ethical, reliable, and reasonable. She is very involved in the community and volunteers her time selflessly to multiple causes.
 - I think that she would make an excellent vice-mayor and that the City of Thorne Bay would be fortunate to have her.

8) COUNCIL COMMENTS:

ROGER LONGBOTHAM COMMENTED ON THE FOLLOWING:

- Welcomed Les Carter to Thorne Bay and stated he looked forward to working with him as City Administrator
- Thanked VPSO Shannon Bosdell, for the awesome work he is doing. The Search and Rescue was well organized, and SARS is well needed.
- Stated he would like to assist in SARS
- Support Eric Rhodes for Vice Mayor. Eric Rhodes is a very intelligent young man. His best interests are in Thorne Bay.

ERIC RHODES COMMENTED ON THE FOLLOWING:

- Appreciated everyone's comments.
- Requested that certain public relent from untruths about him
- Commented that his position with OVK had nothing to do with his position as Councilmember.

MCDONALD COMMENTED ON THE FOLLOWING:

- Inquired if anyone had spoken to the Forest Service for participating in Search and Rescue and stated they had used to be quite active in it.

9) CONSENT AGENDA:

a) MINUTES:

- 1) Minutes of the July 6, 2020, Special City Council Meeting, discussion and action item:
- 2) Minutes of the July 7, 2020, Regular City Council Meeting, discussion and action item:

Burger moved to approve the consent agenda, consisting of the minutes for the July 6th and 7th, City Council meetings. Rhodes seconded the motion. City Clerk stated there were errors in the draft minutes sent in the packet and stated that the corrections had been made to the final copies.

MOTION: Move to approve the consent agenda, consisting of the minutes for the July 6th and 7th, City Council meetings

F/S: Burger/Rhodes

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

NAYS: None

STATUS: Motion Passed

10) EXECUTIVE SESSION:

- a) There will be an Executive Session to discuss matters of the immediate knowledge of which would clearly have an adverse effect upon the finances of the city;
discussion and action item: *(No action will be taken during executive session except for those which give direction to the Municipal Attorney.)*

Burger moved to adjourn to executive session to discuss matters of the immediate knowledge of which would clearly have an adverse effect upon the finances of the City. Rhodes seconded the motion. The Mayor invited the City Clerk and Administrator to attend the Executive Session.

MOTION: Move to adjourn to executive session to discuss matters of the immediate knowledge of which would clearly have an adverse effect upon the finances of the City
F/S: Burger/Rhodes
YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
NAYS: None
STATUS: Motion Passed.

11) NEW BUSINESS:

- a) Appointment of Vice Mayor for the City of Thorne Bay, discussion and action item:
Longbotham Nominated Eric Rhodes. Hert seconded the nomination. McDonald nominated Cindy Edenfield. Burger seconded the nomination.

MOTION: Move to appointment Eric Rhodes as Vice Mayor for the City of Thorne Bay
F/S: Longbotham/Hert
YEAS: Rhodes, Hert, Longbotham & Stram
NAYS: McDonald, Edenfield & Burger
STATUS: Motion Passed

MOTION: Move to appointment Edenfield as Vice Mayor for the City of Thorne Bay
F/S: McDonald/Burger
YEAS: McDonald, Edenfield, Burger
NAYS: Rhodes, Hert, Longbotham & Stram
STATUS: Motion Failed

- b) Amending the authorized bank signers for the City of Thorne Bay's First Bank and Tongass Federal Credit Union checking accounts, discussion and action item:

- Removing the following bank signers:
- i. Wayne Benner
 - ii. Harvey McDonald

- Adding the following as authorized banking account signers:
 - i. Les Carter, City Administrator
 - ii. Eric Rhodes, Vice Mayor
- Adding the following for the purpose of processing Payroll ACH deposits for the City of Thorne Bay
 - Lisa Roseland, Accounts Receivable/Customer Service
- Complete list of authorized signers on the City of Thorne Bay Checking Account:
 - Teri Feibel, CMC, City Clerk/Treasurer
 - Dana Allison, Finance Officer
 - Les Carter, City Administrator
 - Lee Burger, Mayor
 - Eric Rhodes, Vice Mayor

MOTION: Move to approve authorized signers Teri Feibel, CMC, City Clerk/Treasurer
 Dana Allison, Finance Officer, Les Carter, City Administrator, Lee Burger,
 Mayor, Eric Rhodes, Vice Mayor, of the City's Banking account
 F/S: Burger/Longbotham
 YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
 NAYS: None
 STATUS: Motion Passed

- c) Resolution 20-07-21-01, Authorizing the Participation of its employees in the Public Employees' Deferred Compensation Plan of Alaska and the Payment of the Required Contributions, Pursuant to AS 39.45 ET SEQ, discussion and action item:

Burger moved to approve Resolution 20-07-21-01. Rhodes seconded the motion. There was further discussion.

MOTION: Move to approve Resolution 20-07-21-01
 F/S: Burger/Rhodes
 YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
 NAYS: None
 STATUS: Motion Passed

- d) Review of bids for construction of Multi-Use facility for quarantine facilities and community center, discussion and action item:

City Clerk Feibel explained that the City put out an RFP for the construction of a

12) ORDINANCE FOR INTRODUCTION:

None.

13) ORDINANCE FOR PUBLIC HEARING:

- a) Ordinance 20-07-21-01: amending Title 3-Revenue and Finance, Chapter 3.17-Sales Tax, Adding Sections to provide for Remote Seller Sales Tax collection, discussion and action item:

Burger moved to approve Ordinance 20-07-21-01. Edenfield seconded the motion. City Clerk explained the amendment would allow for the City to collect sales tax on remote sales such as online purchases.

MOTION: Move to adopt Ordinance 20-07-21-01
F/S: Burger/Edenfield
YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
NAYS: None
STATUS: Motion Passed.

14) EXPENDITURES EXCEEDING \$2,000.00:

- a) Authorizing the expenditure up to \$5,000.00, for the replacement of Fire Extinguishers for the City of Thorne Bay Municipal Buildings, discussion and action item:

Burger moved to approve expenditure of up to \$5,000.00, for the replacement of Fire Extinguishers.

MOTION: Move to approve expenditure of up to \$5,000.00, for the replacement of Fire Extinguishers
F/S: Burger/Edenfield
YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
NAYS: None
STATUS: Motion Passed

- b) Authorizing the expenditure of \$6,600.00, plus shipping, for the purchase of Sewer Inspection Camera, discussion and action item: (Previously approved for \$5,295.00, that camera is no longer available)

Burger move to approve expense of \$6,600, plus shipping for the purchase of a sewer inspection camera. Rhodes seconded the motion.

MOTION: Move to approve the expense of \$6,600.00, plus shipping for the purchase of a sewer inspection camera
F/S: Burger/Rhodes
YEAS: Rhodes, McDonald, Edenfield, Burger, Hert, Longbotham & Stram
NAYS: None
STATUS: Motion Passed.

15) CONTINUATION OF PUBLIC COMMENTS:

No public comments.

16) CONTINUATION OF COUNCIL COMMENTS:

Rhodes commented on the following:

- The RFP was not specific enough, suggested having a consultant drive the roads and inspect them and give us an estimate of what is needed.

Burger commented on the following:

- The guarantee requirement caused pause on the RFP for roads.

Edenfield commented on the following:

- She did not have anything to do with anyone in the public putting my name in, but I do agree with them.
- Wanted the requirement of being on the city council for 1-year prior to being Mayor to stay in place. Been here for almost 30 years and spent all of those years concerned about the community.
-

Hert commented on the following:

- The Council all respects the fact that Edenfield has been here for 30 years and all that she has done.

1) ADJOURNMENT:

Burger adjourned at 9:23 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC

MINUTES
FOR THE SPECIAL MEETING
OF THE CITY COUNCIL
WEDNESDAY, AUGUST 26, 2020
BEGINNING AT 6:30 PM

1) CALL TO ORDER:

Burger called the meeting to order at 6:12 pm

2) PLEDGE TO THE FLAG:

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

3) ROLL CALL:

Edenfield, Burger, Longbotham, Rhodes, Stram, McDonald & Hert were present.

4) APPROVAL OF AGENDA:

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

MOTION: Move to approve the agenda

F/S: Burger/Edenfield

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

NAYS: None

STATUS: Motion Passed.

5) MAYOR REPORT:

No report given.

6) ADMINISTRATOR REPORT:

No report given.

7) PUBLIC COMMENTS:

Sean Kaer commented on the following:

- Not in favor of constructing a new facility for the price proposed.

Thom Cunningham commented on the following:

- Not in favor of building a quarantine facility without a clinic.
- Concerned about the special meetings and little amount of notice provided to the public.

Sean Kaer commented on the following:

- Agree with Cunningham regarding the little notice provided for special meetings.

8) COUNCIL COMMENTS:

Longbotham commented on the following:

- Not in favor of the special meetings being held, business needs to be done during regular meetings.

Stram commented on the following:

- Regarding the notice of special meetings, Stram was able to provide Cunningham with a copy of the agenda that was posted at Davidson Landing.
- Expressed concerns with the proposed quarantine facility / community center.
- Inquired if the City would be charging for the use of the quarantine if there is someone staying in it. The City would need to develop rules and procedures for the use of the facilities.
- Felt that \$433,000 was a lot of money to spend on a two-bedroom two-bathroom facility
- Inquired if the facility was not being paid for with CARES funding, would it be something the council would even be considering?

Rhodes commented on the following:

- The original proposal for the quarantine facility was that it would be combined with a community center. The council had determined at the last council meeting, that a clinic would be a better use of the space and would fit better with the intended use of the CARES funding.
- Had heard more people in favor of a clinic than a community center
- The bidders have stated they would work with the local clinics to design the facility to fit the needs of PeaceHealth and SEARHC.
- Regarding a request that the City put the question of the facility to a referendum, the timing would not allow for that at this point.

McDonald commented on the following:

- The CARES funding will go away at the end of the year, if the City does not decide how to spend it, we will be returning it to the State.
- Concur that the city needed to decide on whether or not to move forward with construction or to go another direction.

Administrator Les Carter commented on the following:

- The city could not use the facility for capital gain. Charging for the use of the facility would need to be done for only the purpose to pay for the costs associated, and no profits could be made.
- Agreed that the Council needed to decide on how they wanted to go with expending the CARES funding, if they did not want a building then they needed to have a "Plan B".
- Explained that he had been working on a Plan B, should the council not move forward with the quarantine facility/clinic. The city could use those funds to purchase new EMS supplies and Equipment and get a new EMS squad trained. VPSO Shannon Bosdell has experience and knowledge of what is needed to run an EMS squad and has offered to assist.

9) NEW BUSINESS:

- a) Awarding the bid for Construction of a 2-bedroom, 2-bathroom dormitory with communal kitchen and laundry facility for use as a quarantine location and dual use as emergency housing, discussion and action item:

Burger move to open discussion for the award of the bid with floor plan including clinic. Edenfield seconded the motion. Rhodes move to award the bid to PK builders approved agreed upon design. Longbotham seconded the motion. There was further discussion. Discussion included that PK Builders did not include a floor plan with their proposal, and CBC did. Discussion concluded that PK Builders would work with local clinics on the design needs of a clinic and that prior to final award of the bid, the City Council would need to have a design in front of them to approve.

MOTION: Move to award the bid to PK builders approved agreed upon design

F/S: Rhodes/Longbotham

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

NAYS: McDonald

STATUS: Motion Passed.

- b) Providing authority for the Administrator to utilize funds saved from the purchase of vehicles towards the purchasing price of another approved vehicle or equipment, discussion and action item:

Burger moved to authorize the administrator conserve funds and make purchases that city needs for vehicles. Rhodes seconded the motion. Discussion included that the Administrator was able to save funding on trucks purchased and wanted to have the ability to use the funds saved for the purchase of another truck that had been approved but was a higher expense.

MOTION: Move to authorize the administrator to conserve funds to make purchases that the City needs for vehicles

F/S: Burger/Rhodes

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

NAYS: None

STATUS: Motion Passed.

10) CONTINUATION OF PUBLIC COMMENTS:

Sean Kaer commented on the following:

- Hard time hearing McDonald

Thom Cunningham commented on the following:

- The City does not have building codes and requested that the City have an independent third-party contractor or engineer look over the final design plans and make sure they meet state requirements.
- Was unaware that the building that was being discussed had changed to include that it was a clinic and not community center.

11) CONTINUATION OF COUNCIL COMMENTS:

Edenfield commented on the following:

- PK Builders had stated they did provide a floor plan in their prior two bids
- The City already has a clinic that is not used
- Like idea of a quarantine facility and emergency community housing, not a community gathering place.

Stram commented on the following:

- Encouraged the public to continue to participate in the meetings and have their voice heard so the council knows what the public wants.

Burger commented on the following:

- Looked forward to the time the City Council meetings could be open to the public again and everyone under the same roof.

Administrator Les Carter commented that:

- The vehicle purchase for the harbor would have the power to remove boats from harbor just as the current vehicle does. The other vehicles purchased are equipped for plows to be put on.

12) ADJOURNMENT:

Burger adjourned the meeting at 7:19 p.m.

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC



Counting Your Community's Household Trash

Details for using the Household Test Method for a waste characterization/assessment

I. Setting Up

Distributing bags to households: Distribute garbage bags to households that you think will be willing to participate. Try as much as possible to get a range of household "types". What might work is to get the TC staff to participate. But also try to include households that do not have paid employment jobs. They might have a different wastestream - such as less consumer items, more total wastes if they spend more time at home, or less total wastes if they spend a lot of time doing subsistence. Think about household sizes. If most of your households are large extended families, then try to get several of these to participate.



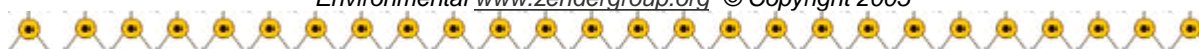
Back to School Another way to incorporate community education with your assessment is to go to the school. Make a presentation at an assembly or a classroom that talks about how important getting accurate waste numbers is, and explain the method. You'll be able to get student volunteers right there to sign their families up, and you might get some volunteers to help you count the trash.

NOTE: If you rely on this method, **you'll get a good representation of households** in your community. But do you have many households of elders or adults that live alone, or without kids? They are likely to have a different wastestream. So if there are several, try to get at least one of these households to take part. Also, if you get teachers to volunteer - make sure that you note whether their wastestream is likely to be representative of the community. In many of our Villages, the teachers live a different lifestyle. Because they are a small part of the population, you would not want more than one teacher household to participate (unless they live a similar lifestyle to most everyone else).

Your Objective: The objective is to have the households use special garbage bags for all of the trash they produce for one full week. You will pick up the bags at the end of the week, or you can arrange for the bags to be dropped off.

You will need to get enough households to participate, or the assessment might not be accurate. You can use the table below to estimate the number of households needed:

If your community has:	You need this many households to participate:
20 or less households	Try for half, but at least 5 households
Between 20 and 50 households	Try for at 10 –15, but at least 7 households
Between 50 and 100 households	Try for 15 – 20, but at least 10 households
Between 100 and 150 households	Try for 20 – 30, but at least 15 households
Between 150 and 200 households	Try for 25 – 40, but at least 18 households





Plan for Drop-Outs: From our experience, you can expect about half of the households to forget to use the bags, decide it is too much trouble, or not understand what the instructions. If you get more households completing the study than you need, you can always throw away the extra garbage.



Delivery: It is best if you drop off your bags to the households all on the same day. That way you can ask them all to start that night. People are more likely to remember if they start right away. They can continue using the bags through the final morning. Do you have a lot of households to deliver the bags to, and go over the instructions with? You can "deliver and talk" over two days. It is important to spend enough time with each household to visit, **have them realize how helpful to the community they are being**, and how to use the bags. Keep track of which households are in the first-day set and which are in the second-day set.

How Many People Were Really in the Household? Be sure to find out how many people stayed at that household during the study week. You need to **know how many people the trash bags represent**. You don't need to get too exact. If a 5 person household had a guest for about half of the time, you would count that as 5 and one-half (5.5 people). If a 5 person household had a guest for only one dinner, just count it as 5 people. As long as you get the number as close as you can, the study numbers will be fine.

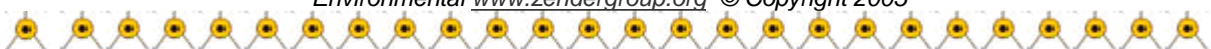


Weekday/Weekend: If community life is pretty much the same on the weekends as the weekdays, then you can stop after 5 days. If your community mostly observes the weekend (i.e. lots of 9 to 5 office- or school- type workers), it is best to have the study go for 7 days. People who have paid employment tend to have very different waste habits on their days off. Either way, it is critical to **make sure the households know when to start their study and when to end it**. Some households will tire of this study after a few days. If they end early, that is okay. **They (and you) just need to record how long they participated.**



Labeling the Bags: Give each of the households 2-3 garbage bags. **People can be concerned about sharing their trash.** So you can **number** the bags, instead of label them with their names. On a separate sheet, write down the bag number, which household you gave it to, and how many people in the household for the study week. Keep the sheet in a safe place where others don't have access.

One bag should be used for **Food Waste** that normally goes to trash can only, one bag for **Other Trash** going to the trash can, one bag for trash can **Bathroom/medical wastes** that go to the trash can produced during those 5 days. The "Other Trash" bags should be the big





30-gallon size type. The "Food Waste" bags should be the 12 - 15 gallon size. The bathroom/medical wastes can be a small size (to discourage diapers!). **If people are planning on at-home subsistence preparation** that week, give them separate 30-gal bags labeled "**Subsistence prep**" for their wastes if they normally bring it to the dump. IF they feed it to their dogs or bring it back out to the land, they should do that.

The reason why you separate food waste is that it will be easier to measure when it is in its own bag, and it's a lot less messy! Examples of food waste are: Food scraps from subsistence of store-bought meals, Fish waste, or solid fats or bones from individual meals. Subsistence preparation wastes are for people who are preparing subsistence fish, game, berries, plants for the year (not for an individual meal). So there would be a lot of bones, fish scraps, etc.

You will need to label the bags. Masking tape works fine. Write "Food Waste " on half the bags and "Other Trash" on the other half of the bags. Take some bags labeled "Subsistence prep wastes" if any study households do in-town preparation and it is that time of the season.

Remember - you are trying to figure out how much trash goes to your dump and needs a management plan. So only have people put into these bags what they would normally put into the trash or bring out to the dump. If you are interested in how much food is composted or fed to dogs or other uses, that is something different.

For larger households (over 4), give them two "Other Trash" bags.

For example, for Household #1, you'll give them a bag labeled "Food Waste #1" and a bag or bags labeled "Other Wastes #1". For Household #2, you'll give them bags labeled "Food Waste #2" and "Other Wastes #2".

Bathroom/Medical/Illness Wastes: These are things like loose Kleenex, toilet paper, band-aids, etc. **Toilet paper** should be *only* included if it is normally thrown out in the wastebasket. These wastes are separated because they pose a small threat if you come into contact with them of spreading illness.

Tell people to be sure to secure their "bathroom" wastes tightly

Diapers: For households with infants and toddlers, tell them they to **please throw these wastes out in another garbage bag**. Tell them to try to "keep score" of how many diapers they threw out, and then write it down. Otherwise, we all know about how many diapers babies need, and about how many babies are in our Villages. There is a more accurate way of estimating diaper wastes. BE sure to remind people of this, or you will end up with diapers in almost all of your trash bags. You might want to supply folks with trash bags just for diapers so they don't mistakenly throw the diapers somewhere else.





Natural Reuse/Recycling: You want to find out what is going to your dump or being burned in barrels in town. All wastes (except diapers, large or very heavy wastes, and dangerous items) should go in the bags. The exception is for wastes that already are being "recycled" or "reused" in useful ways. These wastes should be used as normal. For example:

- ❖ Subsistence wastes that are **not** discarded at the dump,
- ❖ **Food scraps used for feeding dogs** or other pets,
- ❖ Food scraps for composting.

However, for conventional **recyclables** - like aluminum cans, cardboard, etc., **make sure those wastes are counted**. If people already recycle cans, ask them to place them in the bags and let them know you will recycle them when the waste assessment is finished. If they want to keep them, just count them when you pick the bags up, or have them write down their can count. You want to know the full potential for recycling in your community.

Large Wastes: If an object people are throwing away is too big or heavy to fit in the bags, tell them to write it down on the "Instructions Form" and throw the object away as usual. These wastes are generally a different type of waste category called "special wastes", anyway. They include items such as lumber, vehicle batteries (hopefully brought to a backhaul program), appliances, computers, furniture, etc. The "Instructions Form" can be given to the households when you drop off the bags. Note, if you have a battery backhaul or computer backhaul you add to the Instructions form.



Yard Wastes: Most Villages don't have yards, but more are getting lawn mowers and weed-whackers to keep down the mosquitoes. If any of the study households have brush or lawn clippings that they would normally bring to the dump, give them a separate 30-gal bag for that, or tell them to write down on the Instructions form that they brought the "yard wastes" to the dump, and have them estimate how many bags worth they brought.

Dangerous Items: It is unlikely that people will throw medical needles into the bags, but needles or sharp shards should not be placed into the bags. These should be discarded separately. Dog carcasses are also dangerous because of disease transmission and should not be placed into the bags. Cracked household batteries can be dangerous as well. If the waste is not embarrassing to the family, such as a broken jar or household battery, have the family wrap it in paper and plastic bag, and label what it is. That way it can be safely counted and weighed (e.g. as a glass bottle or a battery). Regular light bulbs should be wrapped in paper, labeled, and placed in the "Other Trash" bag.



You are not likely to get any **fluorescent light bulbs** in the five days of this study, but please note to the families that **they can be dangerous** if they break due to the mercury vapor that





can escape. If your community does not yet have a fluorescent light bulb recycle program, please tell the family to be very careful, wrap it for cushioning, label it clearly and then discard it separately at the dump where it will not get broken or burned. As a better alternative, you can collect the fluorescent bulbs and bring them to the office or school storage closet. That way, you will have started your fluorescent recycling program (see <http://www.zendergroup.org/ewaste.htm> for instructions).

Bag Pickup: At the end of the 5 (or 7) days, collect all of the bags. Or you can ensure that participants bring their bags to an assigned location (like the dump, an empty lot, or a big, warm room). If you delivered the bags over two days, then you would pick up the second set of household bags the day after you pick up the first set. From our experience, it is best to wait and count all the bags in one day. But you are the judge. With a lot of help it can go pretty quickly. If you are by yourself, it will be one very long day.



II. Counting Trash!

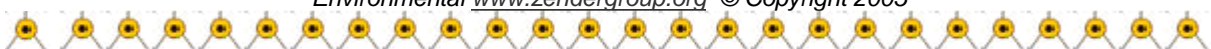
Find a Tarp: If you have a tarp, spread it out on the ground. If not, buy or find one. It will help in organizing your bags, keeping the ground/floor clean, and cleaning up later.

Find a Bag Holder: When weighing the different types of trash, it is easiest to place what you are weighing into a trash bag *with ties or drawstrings*, or a sturdy duffle/shopping bag *with handles*, to hang the bags on the hook on the scale. Find something suitable and bring it with you.

Find a Scale: If possible, ask around to see if you can borrow one. A fish weighing scale will work. You don't need anything fancy. Here are some pictures of example scales to use. These are just examples. Any scale you can find will probably be fine. Scales that you can place the bags on work really well! If you are lucky enough to have a clinic-type weight scale that you can use, that can work best. But trust us, it is very difficult to convince the clinic that weighing dirty trash on their scale is a good idea.....



Using a scale to weigh trash components





Examples of scales

Bring a Yardstick and Tape Measure: You'll find lots of uses. If you can't weigh it, you can measure it and calculate the weight later!

Get Geared Up: When you work with garbage, you should wear heavy boots, gloves, a mask, and goggles or eye/sun glasses. If you perform your work at the dumpsite, please be sure to wear all of this protection. **Also, please be sure you are up-to-date on your tetanus shot.** It is very easy to puncture your foot on a rusty nail that will go right through a normal shoe. We have seen it happen. Something can also fly into your eyes when walking in a dump. Work-gloves with rubber glove liners work best. Bring a couple of pairs of the rubber gloves. You can get a basic mask from the clinic. Wear clothes that you don't mind getting dirty or torn.

Rather than the dumpsite, we recommend "pleading" with the school or community/tribal building/public works to use their non-carpeted room. It is warmer in the winter, less buggy in the summer, drier, safer, and a bit easier to organize. After it is over, you will need to take the counted garbage to the dump, and you'll have to clean up your mess, but it is usually worth it.

Once you start the study, it is actually pretty interesting. Don't tell anyone, or soon you'll have the whole community helping you out....



Waste characterization carried out in Aleutians, AK

Method Summary: If you look on the "Waste Characterization" data sheet, you will see "Name of Household" on the first line. Fill this in, so each household has their own column. Then fill in number of people in each household and the total number of days people used the trash bags. Note the number of bags per household and the bag size (gallons). Take the first household's "Food Wastes" bag. Weigh and record it. Then weigh and record the total weight of the "Other Waste" bag(s). These numbers will give you the **total weight of all trash for the household**. If the household wrote down additional items on their sheet that they discarded, such as "large items", diapers, or "dangerous wastes", you will need to add the weight of these items, and mark the appropriate waste type in the sheet. Using the spreadsheet, you will then calculate the **total lbs per person per day of trash** for each household. Do this by dividing the total waste weight by the number of people and number of days. You can then take these numbers for each household and add them up. Then divide by the total number of households to get the **average number of lbs per person per day** of household trash in your community.



Waste characterization carried out in Bristol Bay Region, AK

Now it's time to record the **individual trash types** so you can see how much of each type is generated in your community. These numbers can be particularly helpful for determining recycling potential in your community. Go back to the **"Food Waste"** bag. Peer inside to see if there is anything unusual and to make sure that only food wastes or contaminated light-weight wrap/packaging is present. If there are a lot of contaminated food wrap/containers in the food bag, just count how many. There is a place on the spreadsheet to mark "contaminated plastic". You don't need to separate out the plastic wrap/bags/Styrofoam from the food, because they don't weigh very much compared with the food. Note that the contaminated wrap/plastic can be counted, then assigned an estimated weight. The weight of the food is the weight of the bag with the food in it. Note anything of interest in the "Food" Comments section (e.g. all fish scraps). Place the bag aside. You're done with it.

Next, take the **"Other Wastes"** bag(s) for the same household. Dump out the trash for easy viewing. With gloves, separate all the different types of trash into different piles. Put all the aluminum cans together, all the cardboard together, all the plastic together, etc. Then either weigh or count each of the waste categories. Record your numbers and comments.



Then clear the tarp, or push the wastes to one side so they don't get mixed in with the next bag. Repeat for each household.

For example, let's take the first category on the Waste Characterization form: **Paper**. Try to separate out all the types of paper (office paper, newspaper, cardboard, mixed paper etc.). Then weigh or count each of these different types. Contaminated paper is generally paper/cardboard that can't be recycled because it is either soaking wet or too contaminated with food, oil, etc. Note anything unusual about your paper wastes in the comments space. Weighing is the preferred assessment method for paper. If it is heavy because it is wet or full of food, the weight should be entered with food wastes.

To Weigh or to Count? The data tables were meant to be flexible. When you are "in the field" you will find it easier to count many waste types instead of the weight. Put the total number of items in the "count" column rather than the "weight" column. Then later, back at your desk, you can use the "count conversion" table to fill in the weights of each item into the table. For unusual objects, you may not be able to look up the weight, so you should weigh them if possible. If not possible, note the material type and measure it. Food wastes are definitely easier to weigh.



Details, Details! The categories in the data table are very detailed. You may find you don't want to get that detailed. So you can also "lump" all of the sub-types together. For example, just sort **all** of the paper wastes and weigh them together. Then you write the total weight of paper into the comment column where it says "Paper Total" If you use this approach, you can just check "✓" the subcategory if that type is present in the waste sample for that household. That way you can still have some details.



3. Wrapping it up and Some Things to Think about

Ugh, issues: You are sure to come up with some count/weight issues in your assessment. The main thing is to be consistent. And always write down what you did to address the issue. Even the best waste assessment methods will have at least a 10 percent error. So you really just need to be comfortable getting within about 20 percent of the actual volume/weight. In the end, you'll over-estimate some things and under-estimate others, but you will still get a much clearer picture of your community's wastestream than if you relied on a national average assessment.

Fractions can be useful after all: One of the techniques we have found handy is to allow for fraction counts. For example in the vehicle category, if it is a big dump, count 1 for a whole vehicle, 0.2 for big parts, 0.1 for small parts. (It helps to keep an actual tally - i.e. a mark for each one and then keep track of the fractions until they add up to one, and then mark another one).





Fraction counts can be good too for estimating the waste volume by estimating the number of garbage bags. We don't know whether people in your community use garbage bags much or not. But if most of the garbage is dumped in tied bags - you can get a great waste volume count by just counting bags. Then you would tally just $\frac{1}{2}$ for bags that are $\frac{3}{4}$ or less full. If most of the garbage is in bags, but some not, you can just count "equivalent bags".



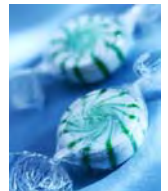
Plastic – "the light waste": Plastic bags are much easier to count than weigh (without a micro-scale!). It is their number anyway, not their weight or volume (negligible) that is the waste management problem. Plastic containers also will not weigh much. You should count these, and then use the conversion table to determine the weight.

Big Wastes: For some larger items - like wood scrap or furniture - you can count it and then measure it with a yardstick - i.e. how much wood is there. So for a dresser that you can't use a weight scale with, you'd write down "dresser" in the furniture field. And then you would write down a lumber equivalent, like six 3 ft (2" by 6"s). An even easier method would be to bring a couple items that you know the weight of, say a 5 lb, 15 lb weight, and 30 lb item. Then you pick up the known weight(s), feel how heavy they are, and then pick up the dresser, and estimate its weight.



For other big wastes that aren't on the weight conversion table, you can call companies you know that sell those items to ask their approximate weights. For example, for a fridge, you can look up companies in your yellow pages under "refrigeration sales" to call. Note what you can about the fridge (for example, its approximate size, how old it is etc.) so you can give a description to the company you call. You can tell them you are working on a waste assessment for your community and you're just trying to get a ballpark weight for the item.

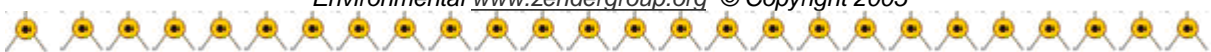
Important Wastes?: Some communities have certain waste types that might be important for them to know about. For example, if you are concerned that your kids are consuming too much pop or candy, you can separate out all the pop bottles, cans, and candy wrappers. You can count all of these up and take a picture. It can help with nutrition education later on. Again- you need to be careful about privacy issues. So make sure that people don't know which households the wastes are from.



Diapers Again: Don't forget to add the total estimated (full-throwaway) diaper weight for your community to your total estimated community weight. If you have a fast growing community, diapers can make up a significant portion of the waste weight.

In terms of disease transmission risks, diapers are about as bad as having honeybuckets in an open dump, so it is a good education tool for the community to realize the number of diapers that people might be contacting when they visit or salvage at the dump. Folks with babies can be more careful about how they wrap up their diapers.

How do I estimate the kinds of household trash that don't get thrown out very often - with just some paper and a pen? For estimating a variety of special wastes, including diapers, fluorescent bulbs, used oil, vehicles, batteries and much more, see <http://www.zendergroup.org/wastecount.htm>





612 W. Willoughby Ave., Suite B
P.O. Box 21989, Juneau, AK 99802
Phone (907) 586-4360
www.seconference.org
Email info@seconference.org

SOUTHEAST ALASKA REGIONAL DEVELOPMENT ORGANIZATION

July 6, 2020

Dear Mayors and elected officials:

Southeast Conference is working throughout the region to assist businesses as they struggle through the economic difficulties during this pandemic. We are very grateful for all the resources being provided by your municipality and the State and federal governments. We have been providing outreach and technical assistance to help connect small businesses to the state and federal funding relief programs such as the CARES Act.

One of the first priorities for the CARES Act fund was to ensure medical care capacity was maintained. Our region is very fortunate to have our current level of medical capabilities. However, with no cardiologist, neurologist, impatient dialysis, or specialty surgeons consistently available in the region, medevac is a key component to our healthcare infrastructure. One of the entities Southeast Conference has been working with is Airlift Northwest.

Airlift Northwest has provided medevac services to the region for almost forty years. As UW Medicine's transport program, they are experts at caring for and transporting COVID-19 patients. They have transported over 200 suspected or confirmed COVID-19 patients and none of their crews have contracted the virus. This is due to their rigorous protocols designed to reduce the risk of transmission. Airlift Northwest is able transport suspected or confirmed COVID-19 patients using the ISO-POD (specialized patient isolation transport pod). The ISO-POD adds another layer of protection for hospitals, clinics, and EMS. Keeping our front lines safe supports our healthcare infrastructure.

In addition to committing to keeping the PC-12 in Alaska, Airlift is a resource to the region. They can provide education, as well as share protocols, policies, and insights on how they are managing COVID-19. This ability and medial capacity comes at a cost that is beyond what Airlift Northwest can bear alone. It is their hope that Southeast Municipalities can help shoulder this burden and assist in mitigating the expense of keeping the PC 12 turboprop medevac aircraft in Southeast Alaska.

Without the services of Airlift Northwest, the time it would take to extricate a patient out of a community increases, leading to delayed care and potential increased mortality rates. While all the communities in the region would be negatively affected by the loss



of a medevac plane, it is the smaller communities with limited jet service that are the most vulnerable. These communities include: Haines, Hoonah, Kake, the communities of Prince of Wales Island (Coffman Cove, Craig, Edna Bay, Hollis, Hydaburg, Kasaan, Klawock, Naukati Bay, Point Baker, Point Protection, Thorne Bay, and Whale Pass) and Skagway. With Bartlett Regional Hospital serving as the hub for the Northern Southeast Region, Airlift's PC-12 aircraft will be instrumental in bringing patients from these communities to Juneau.

With the rising numbers of COVID-19 cases and the potential for increased cases in the fall/winter, having medevac capacity in place will allow the region to be more prepared if we find ourselves exceeding surge capacity. We want the communities and the people of Southeast to be prepared for whatever is to come.

Airlift Northwest has received a very generous contribution from Tlingit & Haida Indian Tribes of Alaska. If each community can give a little, then we can all benefit from having our region's medevac infrastructure intact and ready to serve the people of Southeast in the event of an emergency.

With that in mind, Southeast Conference supports our medical service providers and asks communities in the region to consider a contribution to Airlift Northwest while allocating the CARES Act funds.

Thank you,



Robert Venables
Executive Director



August 21, 2020

Dear Prince of Wales Community Advisory Council,

Airlift Northwest has been serving the communities of Southeast Alaska for over 37 years, including establishing a base in Juneau over 25 years ago. We began after a tragic house fire in Sitka claimed the lives of three children that couldn't be transported to the care they needed. Dr. Michael Copass, then Director of Emergency Services at Harborview Medical Center in Seattle, created the region's first Southeast Alaska air medical transport service in 1982. Since our founding, we have flown over 120,000 patients.

Airlift Northwest is asking for funds because as an entity of University of Washington Medicine we are ineligible for most of the funds available to for profit businesses and traditional nonprofits. While our fellow medevac companies can and have received funds from the Payment Protection Program (PPP), our organization, which is technically a government agency, doesn't meet the criteria. That said, the medevac services we have provided to the region for almost 40 years are an essential service and critical component to our healthcare infrastructure. This meets the purpose of the CARES Act to support those affected by COVID-19 and maintain the healthcare capacity.

Airlift Northwest is experiencing unprecedented financial challenges related to COVID-19. Our flight volume and operating revenue has been down 50-70% since April 2020 compared to 2019. The loss of the 2020 tourism season has contributed to this situation as well.

In order to mitigate the loss of flights and revenue, Airlift has been evaluating the relocation of our PC 12 turboprop to Washington State. Unfortunately this negatively impacts the entire region. With no cardiologist, neurologist, impatient dialysis or specialty surgeons consistently available in the region, medevac is a key component to our healthcare infrastructure. If there are longer wait times because of increased demand due to a COVID-19 surge or fewer aircraft in the region, it could lead to adverse outcomes.

While all the communities are negatively affected by the loss of an aircraft to serve the region, it is the smaller communities that cannot be consistently accessed by jet that are the most vulnerable. These communities include:

- Prince of Wales Island
 - Coffman Cove
 - Craig
 - Edna Bay
 - Hollis
 - Hydaburg



- Kasaan
- Klawock
- Naukati Bay
- Point Baker
- Point Protection
- Thorne Bay
- Whale Pass
- Hoonah
- Skagway
- Kake
- Haines

With the increasing numbers of COVID-19 cases and the potential for increased cases in the fall/winter, having our medevac capacity in place will allow us to be more prepared to serve the region if we find ourselves exceeding surge capacity. The PC 12 is unique in that it can do both long range flights as well as land on shorter runways. This allows Airlift to transport patients via the PC 12 to a hospital in Juneau, Ketchikan, Sitka, Seattle or Anchorage directly. Furthermore, Airlift can transport suspected or confirmed COVID-19 patients using the ISO-POD (specialized patient isolation transport pod). The ISO-POD adds another layer of protection to our nurses, pilots and communities we serve.

Our goal is to continue to provide critical care medevac services and education to pre-hospital and hospital providers in Southeast Alaska. With \$2.5 million in grant funding Airlift Northwest will commit to keeping the PC 12 turboprop in Alaska through the end of 2020 and possibly longer.

Tlingit & Haida Indian Tribes of Alaska has allocated one million dollars, the City and Borough of Juneau has contributed \$500,000, and Haines and Hoonah have each contributed \$10,000 in grant funding to Airlift Northwest to support keeping the PC 12 turboprop in Alaska. **Airlift is asking communities and tribes throughout Southeast to come together and each make a contribution to keep Airlift's PC 12 turboprop servicing the region.** In addition to keeping the PC 12 aircraft in Alaska, Airlift Northwest will continue to look for ways to support the communities in Southeast. We can provide education, as well as, share protocols, policies and insights on how we are managing COVID-19 with guidance from the University of Washington Medicine experts and our Safety Officer.

We greatly appreciate any financial contribution that can be allocated to support Airlift Northwest. If each community can give something, then we can all benefit from having our medevac infrastructure intact and ready to serve the people of Southeast in the event of an emergency.



I have enclosed a list of benefits to keeping this aircraft in Southeast Alaska and providing services to the region. I also included a list of other ways our organization is mitigating expenses during this difficult time. Thank you for your consideration and all that you are doing to ensure we are prepared as we can be.

Sincerely,

A handwritten signature in black ink that reads "Shelly Deering RN, BSN, CCRN".

Shelly Deering
Regional Manager

A handwritten signature in black ink that reads "Kara Hollatz".

Kara Hollatz
Outreach Coordinator

Enclosures



Benefits to funding and keeping Airlift NW in Alaska:

- Airlift has partnered with Juneau's Fire Department, CCFR, to be able to offer the ISO-POD (a transport isolation pod) to the communities in Southeast Alaska. This technology adds an additional layer of protection for preventing the spread of the virus during transport. The nurses triage patients to determine when this is a benefit.
- Alaskan's will benefit from having multiple medevac services if there is a surge in COVID-19 cases.
- If clinics or hospitals are having a difficult time getting a patient accepted into Harborview Medical Center, Airlift Northwest can help to facilitate acceptance as we are a part of the University of Washington Medical System.
- As an extension of University of Washington Medical System, Airlift NW is able to bring a flying ICU to patients two to three hours before they arrive at a larger hospital.
- Airlift has the ability to initiate, continue or expand the delivery of antibiotic therapy. These medications include: ceftriaxone, cephazolin, clindamycin, vancomycin and Zosyn. This allows the capability to provide broad spectrum coverage. Early administration of antibiotics saves lives.
- Airlift is the only medevac provider in Alaska that offers two units of packed red blood cells (PRBCs) and two units of liquid plasma. This allows us to provide lifesaving care, without depleting a community's own blood supply. Research has proven that administering these products en-route can help increase patient survival by 10%.
- Airlift is also the only medevac provider in Alaska that utilizes the two nurse model of care. Our flight crew is made up of two highly trained critical care nurses, which allows us to maintain or expand on the care they are already receiving during transport. Airlift NW also employs pediatric critical care nurses.
- UW Medicine is the teaching institution for the WAMI region. Doctors in our fellowship program do rotations in rural Alaska. Airlift NW also does ride-alongs for medical and nursing students. Our medical directors also fly with the Juneau team.
- The Juneau base provides 300-400 hours of outreach and teaching each year.
- As part of our mission to share expertise our medical directors and nursing staff have provided education throughout Southeast Alaska for many years. This encompasses EMS and hospital practice. They have given talks for credits on a variety of pertinent issues including the following:
 - Participant in Southeast Regional EMS Symposium
 - Approach to the Crashing Neonate
 - Tips and Tricks for Pediatric Resuscitation
 - Adult Complaints in the Pediatric Patient
 - Trauma Cases and Chest Trauma Skills
 - Uncommon Trauma Cases and Considerations for Initial Management
 - Pills, Poisons, and Smoke: Practical Toxicology for the Provider



What Airlift Northwest and UW Medicine are doing to mitigate expenses:

- Currently Airlift has three aircraft to service Alaska: two Lear jet 31A's and one PC 12 turboprop. In order to mitigate the loss of flights and revenue, Airlift is evaluating relocation of the Juneau PC 12 to Washington State.
- System-wide expense reductions that support more "lean" operations.
- Postponement of non-mission critical expenses.
- Limiting new recruitments to positions of critical importance and postponement of non-mission critical expenses.
- Professional staff, including senior leadership, and classified non-union team members throughout the UW Medicine, including Airlift Northwest are being furloughed. Our nursing staff have volunteered furlough time to assist in mitigation of expenses.

Airlift Northwest is a Washington state tax exempt entity of University of Washington Medicine that functions like a not-for-profit.



**CITY OF THORNE BAY
ORDINANCE 20-10-12-01**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 2-ADMINISTRATION AND PERSONNEL; CHAPTER 2.56-CITY PROPERTY, ARTICLE III - LONG TERM LEASE OR SHORT TERM LEASE OF CITY OWNED REAL PROPERTY; SECTION 2.56.190-LANDS AVAILABLE FOR LEASING-CLASSIFICATION OF LAND; ADDING SUBSECTION F-TIDELAND LEASE

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 2.56.190-Lands available for leasing-classification of lands; is hereby amended and added to the Thorne Bay Municipal Code.

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

PASSED AND APPROVED October 12, 2020

Lee Q. Burger, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction: September 15, 2020]
[Public Hearing: October 12, 2020]

ARTICLE III. LONG TERM LEASE OR SHORT-TERM LEASE OF CITY- OWNED REAL PROPERTY

2.56.190 LANDS AVAILABLE FOR LEASING-CLASSIFICATION OF LANDS.

- A. All lands and interest in land owned by the city, including tide and submerged lands, may be leased or rented as hereinafter provided. Thorne Bay RV Park, Thorne Bay Harbor Facilities, Parking and other service rented by the day, week, month or year are regulated in other sections of the Thorne Bay Municipal Code.
- B. Before accepting applications to lease lands, the city shall have zoned by ordinance or otherwise classified the lands in question for leasing and for particular land uses. No lease shall be granted except for the particular uses for which the tract is zoned or classified. The classification of a tract of leased land may be changed by ordinance after consideration by the City.
- C. No city-owned property shall be leased or otherwise developed prior to the assignment of a particular zone or the repeal of the reserved use classification.
- D. **Long Term Lease.** A long-term lease herein referred to as "Lease" may not exceed 30 years. ~~A renewal option exercisable at the discretion of the lessee with approval of the city council may extend a long term lease, for an additional period of time, not to exceed 30 years. Long term leases are subject to terms set forth in Article III.~~
- E. **Short Term Lease.** A short-term lease herein referred to as "Rental Agreement" may not exceed 5 years. ~~A renewal option exercisable at the discretion of the lessee with approval of the city council may extend a short term lease for additional periods of time not to exceed 5 years.~~ The City may in its discretion require amendments or revisions to the lease as a condition of approval for extension. Short term leases are subject to the specific short-term lease terms set forth in Article III.
- F. **TIDELAND LEASE. TIDELAND LEASES MAY NOT EXCEED 99 YEARS. A TIDELAND LEASE HEREIN REFERRED TO AS "MUNICIPAL TIDELAND LEASE" MAY NOT EXCEED 99 YEARS. ~~A RENEWAL OPTION EXERCISABLE AT THE DISCRETION OF THE LESSEE WITH APPROVAL OF THE CITY COUNCIL MAY EXTEND A TIDELAND LEASE, FOR AN ADDITIONAL PERIOD OF TIME, NOT TO EXCEED 99 YEARS.~~ LONG TERM LEASES ARE SUBJECT TO TERMS SET FORTH IN ARTICLE III.**

(Ord. 16-03-01-02)

2.56.200 LEVELS OF APPROVAL REQUIRED.

- A. Except as provided in subsection B and C, leases of city-owned property shall be authorized by non-code ordinance.

- B. Leases valued at ten thousand dollars or less and for a lease term (including the lessee's rights of renewal) of 5 years or less, and involving two acres or less, may be authorized by the council by resolution.
- C. All short-term leases or rental agreements may be authorized by the city council.

2.56.210 RENT.

- A. **Rent for short term leases** and lands leased for public use, shall be derived through negotiations with the City based on the best interest of the city. All monthly or annual rents or lease payments shall be reviewed and adjusted, at a minimum, every five (5) years unless provisions provide for automatic adjustments to the rent or lease payments.
- B. **Public Use.** City lands may be leased or rented to any state or federal agency or political subdivision of the state or to a nonprofit organization and for a consideration determined by the council to be in the best interest of the city.
- C. **Appraisal.** With the exception of the public uses described in paragraph B of this section, the City Council may determine it is in the best interest of the City, that prior to leasing of land, or renewal of a lease that the land be appraised according to Municipal Code, but the council is not required to obtain an appraisal.
- D. **Short Term Leases.** With the exception of the public uses described in paragraph B of this section, all lands leased through a short-term lease "rental agreement", or a renewal lease issued therefore, shall be negotiated by the city and approved by the city council. (Ord. 16-03-01-02)

2.56.220 TERM OF LEASES.

- A. Any Long-Term Lease will be negotiated between the applicant and the city and be for a term not to exceed 30 years with the option of renewal, in the sole discretion of the City, for a period not to exceed 30-year increments and with such revisions and amendments as deemed by the City in the best interest of the City. The applicant shall state in the application the term desired. In determining whether to grant a lease for the requested term, the council shall consider the nature, extent and cost of the improvements which the applicant agrees as a condition of the lease to construct and the value of the other relevant factors. The term of any given lease shall depend upon the desirability of the proposed use, the amount of investment and improvements proposed to be made by the lessee, and the nature of the improvements proposed with respect to the durability and time required to amortize the proposed

investment. ~~A renewal option exercisable at the discretion of the lessee, with approval of the council, shall be considered in determining the term of the lease for purposes of this subsection~~

- B. Any Short-Term Lease will be negotiated between the applicant and the city and be for a term not to exceed 5 years with the option of renewal in the sole discretion of the City, for periods not to exceed 5 years and with such revisions and amendments as deemed by the City in the best interests of the City. The applicant shall state in the application the term desired. In determining whether to grant an agreement for the requested term, the council shall consider the nature, extent and cost of the improvements which the applicant agrees as a condition of the rent to construct and the value of other relevant factors. The term of any given rental agreement shall depend upon the desirability of the proposed use, the amount of investment and improvements proposed to be made by the renter, and the nature of the improvements proposed with respect to the durability and time required to amortize the proposed investment. ~~A renewal option exercisable at the discretion of the lessee with approval of the Council, shall be considered in determining the term of the rental agreement for purposes of this subsection.~~
- C. ANY MUNICIPAL TIDELAND LEASE WILL BE NEGOTIATED BETWEEN THE APPLICANT AND THE CITY AND BE FOR A TERM NOT TO EXCEED 99 YEARS WITH THE OPTION OF RENEWAL, IN THE SOLE DISCRETION OF THE CITY, FOR A PERIOD NOT TO EXCEED 99-YEAR INCREMENTS AND WITH SUCH REVISIONS AND AMENDMENTS AS DEEMED BY THE CITY IN THE BEST INTEREST OF THE CITY. THE APPLICANT SHALL STATE IN THE APPLICATION THE TERM DESIRED. IN DETERMINING WHETHER TO GRANT A LEASE FOR THE REQUESTED TERM, THE COUNCIL SHALL CONSIDER THE NATURE, EXTENT AND COST OF THE IMPROVEMENTS WHICH THE APPLICANT AGREES AS A CONDITION OF THE LEASE TO CONSTRUCT AND THE VALUE OF THE OTHER RELEVANT FACTORS. THE TERM OF ANY GIVEN LEASE SHALL DEPEND UPON THE DESIRABILITY OF THE PROPOSED USE, THE AMOUNT OF INVESTMENT AND IMPROVEMENTS PROPOSED TO BE MADE BY THE LESSEE, AND THE NATURE OF THE IMPROVEMENTS PROPOSED WITH RESPECT TO THE DURABILITY AND TIME REQUIRED TO AMORTIZE THE PROPOSED INVESTMENT. ~~A RENEWAL OPTION EXERCISABLE AT THE DISCRETION OF THE LESSEE, WITH APPROVAL OF THE COUNCIL, SHALL BE CONSIDERED IN DETERMINING THE TERM OF THE LEASE FOR PURPOSES OF THIS SUBSECTION.~~ (Ord. 16-03-01-02)

2.56.230 PUBLIC NOTICE.

Public Notice for competitive leasing shall be given as stated in Section 2.56.230 of the Thorne Bay Municipal Code. A Thirty-day notice shall be given by posting notice thereof in three public places and by publication in a newspaper of general circulation twice. The

notice must contain the name of the applicant, a brief description of the land, its area and general location, proposed use, term, computed annual minimum rent, limitations if any, a declaration stating the particular method of disposal to be used and the time and place set for a hearing on the proposed lease.

(Ord. 16-03-01-02)

2.56.240 LEASING LAND - NEGOTIATED OR COMPETITIVE

- A. Negotiated leasing may be conducted with a single prospective lessee or renter through the use of resolution.
- B. Competitive leasing may be conducted if determined by the City, though a non-code ordinance and competitive bidding requirements.

(Ord. 16-03-01-02)

2.56.250 APPLICATIONS, FEES, TERMS, AND PAYMENTS FOR COMPETITIVE BIDDING.

Unless otherwise provided by the council in the ordinance or resolution authorizing the lease of specific lands, the following procedures shall be followed for competitive bidding:

- A. **Qualifications of applicants or bidders.** An applicant or bidder for a lease is qualified if the applicant or bidder:
 - 1. Is eighteen years or age or over;
 - 2. Is a group, association, partnership or corporation which is authorized to conduct business in the State of Alaska; or
 - 3. Is acting as an agent for another meeting one of the above criteria and has qualified by filing with the administrator or his designee, prior to the time set for the disposition, a power of attorney or a letter of authorization creating such agency. The agent shall represent only one principal, to the exclusion of himself.
- B. **Applications for lease.** All applications for lease of lands shall be filed with the City Clerk on forms provided by the city. Only forms completed in full and accompanied by a one hundred dollar (\$100.00) nonrefundable filing fee will be required for filing. Applications that qualify as a public use as defined in 2.56.210 (B) may be exempted from the filing fee. With every application the applicant shall submit a development plan showing and stating:
 - 1. The purpose of the proposed lease;
 - 2. The use, value and nature of improvements to be constructed;
 - 3. The type of construction;

4. Dates construction is estimated to commence and be completed; and
 5. Whether the intended use complies with the zoning and the Thorne Bay land use code.
- C. **Deposits for Cost.** All applications filed with the city clerk will be forwarded to the administrator to determine estimated costs required to handle the application, including, but not limited to one or more of the following: survey, appraisal, and advertising of the proposed lease of the area under application. Upon determination of the estimated costs, the administrator shall notify the applicant in writing of such costs, and a deposit must be made within thirty calendar days after the notice is mailed. Failure of the applicant to pay the deposit shall result in the application being cancelled. If the applicant does not accept a lease within thirty-calendar days after it is offered to the applicant, all deposit money spent or encumbered for survey, appraisal or advertising shall be forfeited, and the balance, if any, shall be returned to the applicant. If the land applied for is leased to another, the latter shall be required to pay actual costs of survey, appraisal and advertising, and the original deposit shall be returned to the depositor. The lessee shall be required to pay any excess of costs over deposits, and where the deposit exceeds actual costs, the excess shall be credited to present or future rents under the lease. All survey, appraisal and advertising shall be performed only under the control of the city, and any such work done without such control will not be accepted by the city. Those applications defined as a public use in 2.56.210 may be exempted from the requirements of this subsection.

(Ord. 16-03-01-02)

2.56.260 COMPETITIVE BIDDING -- APPEALS.

- A. **Where competitive bidding is used**, the city may either require written sealed bids stating the annual rental amount offered or hold an auction on the rent amount. Only applicants who have completed the application requirements to the city's satisfaction (including submittal of a development plan and the deposits for cost) shall be qualified to bid. The City may base its award of lease on a combination of factors (including the development plan and the extent to which the proposed project will meet community needs) rather than solely upon rental amount bid. The city reserves the right to reject all bids and return the deposits to the applicants.
- B. **Appeal.** In cases involving competitive bidding, an aggrieved bidder may appeal the determination of the winning bid to the council with five days (excluding Saturday and Sunday) following such determination. Such appeals must be in writing, signed and notarized and contain a complete statement of the grounds for appeal. The council shall within thirty days after receipt of a timely appeal review the asserted grounds for appeal and rule on the appeal. The council's decision shall be final.

- C. **Lease to Successful Bidder.** Following the appeal period or the council's ruling, the city administrator shall notify the successful bidder that the city is prepared to issue the lease. The bidder shall be given thirty calendar days from date of mailing the notice in which to remit to the city clerk any bid balance. Failure to do so shall result in forfeiture of any and all rights previously acquired in the proposed lease, and in addition, any monies paid or deposited with the city shall be forfeited.
- D. **Issuance of Lease.** After expiration of the appeal period, or after the ruling on the appeal to the council, the administrator shall cause a lease to be issued and executed containing such terms as the council shall have established.

(Ord. 16-03-01-02)

2.56.270 NEGOTIATED LEASES.

The city administrator may commence negotiations with a single prospective lessee for the lease of city land. The final terms of a negotiated lease are subject to approval by the council through a resolution for short term lease and non-code ordinance for a long-term lease. The negotiated lease may not be executed until the effective date of the ordinance or resolution.

(Ord. 16-03-01-02)

2.56.280 RIGHTS PRIOR TO LEASING.

- A. The filing of an application for a short or long-term lease shall give the applicant no right to a lease nor to the use of the land applied for.
- B. Any use of city-owned property not authorized by a short or long-term lease shall constitute a trespass against the city.

2.56.320 TERMS AND CONDITIONS OF LONG-TERM LEASES AND SHORT-TERM LEASES (RENTAL AGREEMENTS).

In addition to other applicable provisions of this code, the terms, conditions and covenants following as subsections

- A. (A) through (W) of this section shall govern all long term leases and may govern short term leases (rental agreements) made under the provisions of this chapter and shall be as a matter of law incorporated in all such leases of land made, or issued by the city unless the council by resolution provides otherwise as to a specific lease, and are incorporated as though set out in full in the lease. Each lease shall contain such additional provisions as the council deems necessary to protect the public interest. Violation by the lessee of any duty of lessee's contained in subsections A through V shall be grounds for the city's termination of the lease, if, following written notice to lessee of lessee's breach, lessee has not in thirty days entirely remedied the breach to the city's satisfaction. All long term and short-term leases shall be reviewed every five years throughout the life of all leases. Additions, modifications, adjustments or changes may be made to all leases at the time of review.
- B. **Lease Utilization.** Leased lands shall be utilized only for purposes within the scope of the applicable land use classification or zoning and the terms of the lease, and in conformity with the ordinances of the city, Federal and State Laws and

Regulations. Utilization or development for other than the allowed uses shall constitute a violation of the lease and subject the lease to termination or cancellation by the city at any time.

- C. **Adjustment of Rent for long term or short-term leases.** The annual rent payable pursuant to any lease becomes subject to adjustment by the council on the fifth anniversary of the date of the lease and at each five-year interval thereafter unless specified otherwise in the lease. The process upon which rents may be adjusted by the City Council will be determined prior to finalizing any lease.
- D. **Subleasing.** The lessee may sublease lands, or any part thereof leased to him hereunder, provided that the lessee obtains the approval of the council to such sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing, and subject to the terms and conditions of the original lease and such further terms and conditions, as the council may deem proper including adjustments to rents and conditions. A copy of the sublease shall be filed with the city administrator.
- E. **Assignments.** The lessee shall not assign the lease without prior approval of the City Council, which may impose terms and conditions on the assignment. The assignee shall be subject to all of the provisions of the original lease, and the assignor shall not be relieved of his obligations there under. A copy of any assignment shall be filed with the city administrator. The City Council will not approve an assignment to an LLC unless all the members of the LLC sign a personal guarantee for performance of the lease terms and conditions.
- F. **Modification.** Any modification or amendment of a lease shall be in writing, signed by both the city and the lessee. Modification of any lease does not require authorization by ordinance or resolution where the lease was negotiated with a single prospective lessee.
- G. **Cancellation and Forfeiture.**
 - 1. Leases in good standing may be cancelled in whole, or in part, at any time, upon mutual written agreement by lessee and the council. Any lease may, at the council's option, include a term providing that the lease may be terminated by the lessee upon ninety days' notice in writing to the city before the end of an annual rental period unless stated otherwise in the lease.
 - 2. If the lessee defaults in the performance or observance of any of the lease terms, covenants or stipulations, or any applicable term of this chapter, or

any portion of the city code as applied to the property in question, the lessee is automatically in default on the lease by operation of law. Incurring debt with the City shall not constitute a default. If such default continues for thirty calendar days after service upon lessee of written notice of default by the city without remedy of lessee of the default, the council shall take such action as is necessary to protect the rights and best interests of the city, including the exercise of any or all rights after default permitted by the lease. Lessee shall not remove any improvements during the time the lessee is in default.

3. The city may terminate or cancel the lease if the land is used for any unlawful purpose.
4. Failure to make substantial use of the land, consistent with the proposed use, within one year shall with the approval of the council constitute grounds for termination or cancellation. This time period may be extended by the council by resolution or by council authorization to the administrator.

H. Site contamination Prohibited-Environmental Compliance Required.

1. Any violation, at the site of the leased land, by lessee, or by a third-party present upon the land with lessee's permission, of an environmental statute or regulation of the city, state or federal governments shall be grounds for immediate termination of the lease by the city, at the city's sole discretion. By entering into the lease, the lessee agrees not to make any claim for monetary damages against the city for lease termination or cancellation pursuant to this subsection.
2. The lessee shall at all times manage lessee's activities upon the leased lands, and the activities of third parties present with lessee's permission, so as to positively prevent any and all contamination of the site which would violate any Federal or State statute or regulation, which could subject the city to an enforcement action or any administrative proceeding by a state or federal agency, or which could subject the city to statutory or common law liability, diminish the value of the land, or cause city expenditures for response costs or remediation costs caused by a hazardous substances release, discharge, or spill. The City shall have the right to inspect or otherwise enter on to the leased premises during the term of the lease to assure lessee's compliance with federal and State Environmental Laws and Regulations.
3. By entering into the lease, the lessee agrees to defend and indemnify the city from and against any and all claims of any kind and any nature, including

death, by third parties (including governmental entities and industry pollution-based claims) brought against city arising out of or relating to in any way the use of the leased premises by the lessee or anyone on the leased premises by invitation or authorization of the lessee. This obligation to defend and indemnify the City shall extend beyond the term of the lease to any claim or action occurring during the term of the lease.

4. By entering into the lease, the lessee agrees to reimburse the city for any and all expenses reasonably incurred by the city (including any response, remediation or site cleanup costs) because of activities on the land during the period of lessee's lease, including the City's attorney's fees.
- I. **Rights of Mortgagee or Lien holder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage of the improvements on the land shall be given a duplicate copy of any notice of default in the same manner as notice is given the lessee, provided such mortgagee has given the city clerk notice of such mortgage and the mortgagee's address.
- J. **Payment of Annual Rentals.** Unless otherwise provided by the council by ordinance or resolution, all rent, and lease payments shall be due and payable on the first of the month. Payments not made by the 10th of the month shall be considered delinquent.
- K. **Entry and Re-entry.** In the event the lease is terminated, or in the event that the demised lands, or any part thereof, are abandoned by the lessee during the term,
 1. The city or its agent or representative may, immediately or any time thereafter, reenter and resume possession of such lands or such part thereof and remove all persons and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages, therefore. No reentry by the city shall be deemed an acceptance of a surrender of the lease.
- L. **Re-Lease.** In the event that a lease is terminated, the city council may offer the lands for lease or other appropriate disposal pursuant to the provisions of this Chapter.
- M. **Forfeiture of Rental.** In the event that the lessee terminates the lease because of any breach, the rental payment last made by the lessee shall be forfeited and retained by the city.
- N. **Written Waiver.** The receipt of rent by the city with knowledge of any breach of the lease by the lessee, or of any default on the part of the lessee in observance

or performance of any of the conditions or covenants of the lease, shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the city to enforce any covenant or provision of the lease, nor any waiver of any right thereunder by the city unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the city to enforce the same in the event of any subsequent breach or default. The receipt by the city of any other sum of money after the termination in any manner, of the term demised, or after the giving by the city of any notice thereunder to effect such termination, shall not reinstate, continue or extend the resultant term therein demised, or destroy, or in any manner impair the efficiency of any such notice or termination as may have been given thereunder by the city to the lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the city administrator.

O. **Expiration of Lease.** Unless the lease is renewed or sooner terminated, as provided herein, the lessee shall peaceably and quietly leave, surrender and yield up unto the Lessor all of the leased land on the last day of the term of the lease.

P. **Renewal of Lease.**

- i. Upon the expiration of the term of any lease, or the cancellation of a lease by mutual consent of all parties, thereto, the council may grant a new lease to the lessee or his assignee who owns valuable improvements thereon, provided:
- ii. The lessee or his assignee makes written application at least ninety days prior to such termination;
- iii. The lessee is not in default under the lease;
- iv. The use to which the land is to be put is compatible with the current use classification (or with such new classification as the council may adopt effective at the end of the current lease term) or with the applicable zoning provisions;
- v. The lessee's improvements on the leased land are in compliance with applicable building codes, fire and safety codes;
- vi. The lessee has complied with all requirements of the lease, particularly including the provisions of subsection G of this section, and there are no outstanding and unresolved environmental enforcement actions or proceedings or notice of violation pertaining to the leased premises;

- vii. The lessee is current in all monetary obligations to the city, including property taxes, sales taxes, utility bills, and rents for any other lands leased from the city; and
- viii. Mutually agreeable terms, consistent with the provisions of this chapter governing lease terms, are negotiated by the city and the prospective lessee.
 - 1. Such lease shall be for an annual rent equal to the value of the land which is then being charged for new leases or a consideration is determined by the council to be in the best interest of the city and shall be subject to adjustment on every fifth anniversary.
 - 2. Any renewal preference granted the lessee is a privilege and is neither a right nor bargained for consideration.

Q. Removal or Reversion of Improvements upon Termination of Lease.

Improvements owned by a lessee may within thirty calendar days after the termination of the lease be removed by the lessee, provided, such removal will not cause injury or damage to the lands or improvements of the City; and further provided that the city council may extend the time for removing such improvements in cases where actual hardship is Established to the satisfaction of the City Council. All periods of time granted the lessee to remove improvements, are subject to the lessee paying to the city pro rata lease rentals for such periods. If any improvements and/or personal property are not removed within the time allowed, such improvements and/or personal property shall revert to, and absolute title shall vest in, the city, without further notice to the lessee.

- R. Inspection.** The lessee shall allow an authorized representative of the city to enter the leased land at any reasonable time for the purposes of inspecting the land and improvements thereon. Upon the city's request, the lessee shall permit an authorized representative of the Alaska Department of Environmental Conservation (ADEC) to make an environmental audit of the leased premises. Notwithstanding any confidentiality provisions in federal or state law, by entering into the lease, the lessee agrees that the results of any environmental audit of the premises made by or at the order of any state or federal agency shall be made available to the city as landowner.
- S. Use of Material.** All coal, oil, gas and other minerals, and all deposits of stone, earth or gravel valuable for extraction or utilization, are reserved by the city and shall not be removed from the land except with written permission of the council.

The lessee shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoil, or any other material valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the council in writing.

- T. **Rights-of-way.** The lessor expressly reserves the right to grant easements or right-of-way across leased land if it is determined in the best interest of the city to do so. If the lessor grants an easement or right-of-way across any of the leased land, the lessee shall be entitled to damages for all lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements only and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate the lessee for the loss of uses.
- U. **Warranty.** The city does not warrant by its zoning, classification or leasing of land that the land is ideally suited for the use authorized under the zoning, classification or lease, and no guaranty is given or implied that it will be profitable to employ the land for any use.
- V. **Notice or Demand.** Any notice or demand, which under the terms of a lease or under any statute must be given or made by the parties shall be in writing and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which such notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in the U.S. mails enclosed in a registered or certified mail prepaid envelope addressed as herein provided. Email shall not constitute proper notice under this section.
- W. **Additional Lease Terms.** Any lease shall contain such additional limitations, reservations, requirements or special conditions as the council may determine to protect the city's interest, including (without limitation) requirements (a) for improvements of a specified kind and value to be constructed or located on the land by the lessee within a specified time period, (b) for the lessee to complete the improvements set forth in the development plan submitted with the lease application within a specified time period, or (c) requirements that the lessee defend and indemnify the city against the third party claims for personal injury or property damage arising from lessee's occupancy of or use of the land, and provide liability insurance in an amount determined by the city and requiring that the city be named as an additional insured.