



CITY OF THORNE BAY
RESOLUTION 21-01-05-02

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT ON BEHALF OF THE CITY
COUNCIL FOR THE CITY OF THORNE BAY, WITH THE FRIENDS OF THE LIBRARY FOR
CONTINUED SUPPORT AND OPERATIONS OF THE THORNE BAY PUBLIC LIBRARY

BE IT ENACTED BY THE THORNE BAY CITY COUNCIL

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

WHEREAS, the City of Thorne Bay supports all efforts made by the Friends of the Library and the City of Thorne Bay on behalf of the Thorne Bay Public Library to enhance its capacity and service to patrons; and

WHEREAS, the purpose of the MOU is to provide a general understanding of the roles and responsibilities of each party in regard to the construction and continued operations and maintenance of a new Library within the City Limits of Thorne Bay; and

WHEREAS, the MOU is being entered into in good faith and both parties understand and stipulate that the MOU is not a legally binding document and, in the event, that any provision of the MOU conflicts with the City's Municipal Codes and Ordinances, the City Code shall prevail; and

WHEREAS, any party to the agreement may terminate with or without cause by providing 60 days' notice in writing and may be amended by written agreement signed by all parties upon the approval of the City Council;

WHEREAS, the responsibilities of the City of Thorne Bay and the Friends of the Library are identified as Article 3 and Article 4 in the MOU as follows:

ARTICLE 3. DUTIES OF THE CITY

PROVISION OF BUILDING SITE: The City shall provide property on which the structure will be erected. The lot(s) size will be adequate to place a structure of approximately 3000 square feet and allow for off-street parking for 10 vehicles. It is desirable to have room for future expansion while leaving adequate green space setbacks from neighboring buildings. Water and sewer service shall be stubbed into the property. Water service shall be of an adequate size to supply a building fire suppression system.

DEDICATION OF CERTAIN FUNDS AND ASSETS: The City agrees to dedicate funds and grants, which have been previously obtained, to the library project. Any revenues gained from the sale of the existing library building will go toward the construction costs of the new library or the library operations budget. The City additionally agrees to assist in the pursuit of funding to meet the construction costs of the building.

STAFFING AND MAINTENANCE: The City shall provide staff to provide service and access to the resources of the library. The City and the Friends agrees to work together to maintain, repair, and/or replace the component parts of the structure, commons areas and grounds that become damaged or worn.

FISCAL MANAGEMENT AND ACCOUNTING: The City shall apply for grants that they are eligible to receive and will use them in collaboration with the funds that the Friends have collected.

ARTICLE 4. DUTIES OF THE FRIENDS

The primary purpose of the Friends is to promote the best possible library service to the people of Thorne Bay, Alaska, and the surrounding area through activities contributing to the community library's continuity and stability, and by raising funds contributing to its operation, maintenance and expansion.

The Friends is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code

CAPITAL CAMPAIGN COORDINATION: The Friends will continue ongoing fundraising efforts for the capital campaign for the construction of the new Thorne Bay Public library. After the library is constructed Friends will continue to support the operations of the library as long as they are able to raise the funds.

TAX EXEMPT STATUS AND ACCEPTANCE OF FUNDS: The Friends agree to fulfill their obligations of documenting, accounting and reporting the capital campaign contributions made to them.

FISCAL SUPPORT OF THE CURRENT LIBRARY OPERATIONS: Friends continue to be supportive of ongoing operations in the old library and willing to help fund unbudgeted items as they arise and as their costs are approved by the Friends board of directors, while maintaining their primary focus of raising funds for the new construction.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thorne Bay, Alaska; authorizes the Mayor to enter into a Memorandum of Understanding with the Friends of the Library.

PASSED AND APPROVED by a duly constituted quorum of the City Council of Thorne Bay, Alaska, this 5th day of January 2021


Cindy Edenfield, Mayor

ATTEST:

Teri Feibel, CMC

MEMORANDUM OF UNDERSTANDING
Between the Friends of the Thorne Bay Library
And
The City of Thorne Bay
Regarding the New Library

PREAMBLE

It is the desire of the residents of Thorne Bay to replace the current library with a larger modern structure. Community-wide involvement is both necessary and desirable due to the size, complexity and the combination of professional and public needs in the design and resource allocations of the new facility.

The anticipated size of the new library is between 1500 and 3000 square feet. A capital campaign is currently underway. At the end of the construction period, the library building will be wholly the property of the City of Thorne Bay

ARTICLE 1. PARTIES

This agreement is between the Friends of the Thorne Bay Library ("Friends"), a 501(c)(3) charitable corporation organized under the laws of the State of Alaska, and the City of Thorne Bay ("City"), an Alaska municipal corporation.

ARTICLE 2. PURPOSE

The purpose of this memorandum is to establish the relationships and duties of the parties in regards to the program and building design, fundraising efforts, public participation and information dissemination during the planning and construction of the new Thorne Bay Public Library.

ARTICLE 3. DUTIES OF THE CITY

PROVISION OF BUILDING SITE: The City shall provide property on which the structure will be erected. The lot(s) size will be adequate to place a structure of approximately 3000 square feet, and allow for off-street parking for 10 vehicles. It is desirable to have room for future expansion while leaving adequate green space setbacks from neighboring buildings. Water and sewer service shall be stubbed into the property. Water service shall be of an adequate size to supply a building fire suppression system.

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ARTICLE 5. POLICY OF PUBLIC ACKNOWLEDGMENT

The parties herein agree, to refrain from entering into any agreement or contract that would require the dedication or naming of the library building, its rooms and/or grounds in return for funding or services.

ARTICLE 6. GENERAL UNDERSTANDING, TERMINATION, AND AMMENDMENTS

This MOU constitutes a general understanding by the parties about their respective roles and responsibilities regarding the new Thorne Bay Library. The parties have entered into this agreement in good faith and fully intend to carry out the responsibilities described herein. The parties understand and stipulate that this MOU is not a legally binding document and do not intend it to be. In the event that any provision of this MOU conflicts with the Thorne Bay City Code, the code shall prevail.

Any party to this agreement may terminate with or without cause by providing 60 days notice in writing. Reasons a party might want to terminate would be if one of the parties ceases to exist, or one of the parties may no longer want to be a part of the partnership.

This MOU may be amended by written agreement signed by all parties. Amendments may be proposed by either party.

Agreed to by the following parties:

Friends of the Thorne Bay Library

Karen Petersen

President

Date: January , 2021

City of Thorne Bay



Cindy Edenfield, Mayor

Date: January 12, 2021

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Cindy Edenfield, Mayor

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