

AGENDA

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

TUESDAY, APRIL 6, 2021

TIME: 6:30 p.m.

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE

Phone Number: 1-408-418-9388

Meeting Weblink:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m7704fd457aea357678467287da53cc4e>

Meeting number (access code): 182 338 3373

Meeting password: jeWjY9UvR53 (53959988 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:
- 7) PUBLIC COMMENTS:
- 8) COUNCIL COMMENTS:
- 9) CONSENT AGENDA

More ways to join on WebEx

Tap to join from a mobile device (attendees only)

Join by video system

Dial 1822299375@webex.com

You can also dial 173.243.2.68 and enter your meeting number. 182 338 3373

Join by phone

+1-408-418-9388 United States Toll

Access code: 182 338 3373

Password: jeWjY9UvR53 (53959988 from phones and video systems)

a) MINUTES:

1. Approving the Minutes from the Regular City Council Meeting of March 2, 2021, discussion and action item:

- b) **Resolution 21-04-06-01:** Supporting the Thorne Bay Watch Timber Sale aka Overlook Sale, discussion and action item:
- c) **Resolution 21-04-06-02:** authorizing the renewal of the lease agreement between the City of Thorne Bay and Tongass Federal Credit Union, discussion and action item:
- d) **Resolution 21-04-06-03,** authorizing the renewal of the lease agreement between the City of Thorne Bay and SEARHC Clinic, discussion and action item:
- e) **Resolution 21-04-06-04:** Amending Resolution 20-06-16-01 & 18-09-18-01, City Fee and Rate Schedule, discussion and action item:
- f) **Resolution 21-04-06-05:** authorizing VSW project team to travel to Thorne Bay for the purpose inspecting and evaluating infiltration mitigation measures.

10) CONTINUING BUSINESS:

- a) North Road Bridge installation update and information, discussion and possible action item:

- b) Accepting the resignation of Jim Silverthorn as Fire Chief for the City of Thorne Bay, discussion and action item:
- c) Appointment of Matthew McGinnis as the Fire Chief for the City of Thorne Bay, discussion and action item:
- d) Authorizing the rental of 13 boat stalls on a monthly basis to Adventure Alaska, discussion and action item:

11) **ORDINANCE FOR PUBLIC HEARING:**

- a) **Ordinance 21-04-06-01**, amending Title 9-Public Peace, Morals and Welfare, adding Chapter 9.06-Marijuana Establishments, discussion and action item:
- b) **Ordinance 21-04-06-02**, amending Title 9-Public Peace, Morals and Welfare, adding Chapter 9.07-Controlled substances, discussion and action item:
- c) **Ordinance 21-04-06-03**, amending Title 1-General Provisions, Chapter 1.16.0.35-Minor Offense Fine Schedule, adding fines for controlled substances, discussion and action item:
- d) **Ordinance 21-04-06-05**, Amending Title 2 – Administration and Personnel, Chapter 2.04 – City Council, discussion and action item:

12) **EXPENDITURES EXCEEDING \$2,000.00:**

- a) Authorizing the expenditure of \$3500.00, plus shipping, to Alaska Pump and Supply for the purchase of two pumps, discussion and action item:

13) **CONTINUATION OF PUBLIC COMMENT:**

14) **CONTINUATION OF COUNCIL COMMENT:**

15) **ADJOURNMENT:**

HOW TO PARTICIPATE:

City Council Meeting

Tuesday, April 6, 2021 6:30 pm | 1 hour 30 minutes | (UTC-09:00) Alaska

Meeting link:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m7704fd457aea357678467287da53cc4e>

Meeting number: 182 338 3373

Password: jeWjY9UvR53 (53959988 from phones and video systems)

Join by video system

Dial 1823383373@webex.com

You can also dial 173.243.2.68 and enter your meeting number: 182 338 3373

Join by phone

Call: 1-408-418-9388

Access code: 821 338 3373

POSTED: April 2, 2021

John Wadson
907-419-4677

RECEIVED
MAR 24 2021
City of Thorne Bay



SOUTHEAST ALASKA
WATERSHED COALITION
CONNECT · INFORM · PARTICIPATE



Contract Drawings For

SOUTHEAST ALASKA WATERSHED COALITION

THORNE BAY TRIB FISH PASSAGE IMPROVEMENTS

MIDDLE CROSSING

THORNE BAY, ALASKA

FEBRUARY 2015

LEGEND	
EXISTING	DESCRIPTION
---	APPROXIMATE RIGHT-OF-WAY
---	APPROXIMATE EASEMENT
△	CONTROL POINT
---	ORDINARY HIGH WATER
---	CULVERT
---	EDGE OF GRAVEL/ROADWAY
---	EXISTING CHANNEL
---	TOP OF BANK
---	TOP OF SLOPE
---	NEW UTILITY PIPE
○	CUTTER TREE
○	DEBRIS TREE

ABBREVIATIONS	
ALCAP	ALUMINUM CAP
AVASP	AS VERTICAL AS SAFELY POSSIBLE
BFW	BAKFULL WIDTH
C	COMMUNICATIONS
CAP	CORRUGATED ALUMINUM PIPE
QFS	CUBIC FEET PER SECOND
CMP	CORRUGATED METAL PIPE
E	ELECTRIC
ELEV	ELEVATION
FT	FEET
IE	INVERT ELEVATION
IN	INCH
ME	MATCH EXISTING
MIN	MINIMUM
NTS	NOT TO SCALE
OHW	ORDINARY HIGH WATER
Q	FLOW/DISCHARGE
QD2	2-YEAR, 2-DAY FLOW
ROW	RIGHT-OF-WAY
SQ MI	SQUARE MILE
STA	STATION
TYP	TYPICAL
VOL	VOLUME
VAP	VERTICAL ADJUSTMENT POTENTIAL



GENERAL NOTES

1. SURVEY INFORMATION WAS PROVIDED BY DOWL. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT LOCATION OF ALL SITE FEATURES. IF THE CONTRACTOR SHOULD ENCOUNTER CONDITIONS OTHER THAN THOSE SHOWN ON THE PLANS, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE.
2. PLANS MAY NOT SHOW ALL EXISTING UTILITIES ON SITE. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AND SHALL EXERCISE CAUTION DURING CONSTRUCTION.
4. COORDINATE CONSTRUCTION STAGING AND MOBILIZATION AREAS AND ACTIVITIES WITH OWNER'S REPRESENTATIVE.
5. EXERCISE EXTREME CAUTION AND OBSERVE ALL APPLICABLE OSHA REQUIREMENTS FOR WORKING IN CONFINED AREAS.
6. STATIONING IS ALONG CENTERLINE OF PIPE OR ROADWAY. ELEVATIONS ARE TO BOTTOM OF PIPE/TOP OF FOOTING UNLESS OTHERWISE NOTED.
7. VERIFY INVERTS OF ALL PROPOSED STRUCTURES PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO PLANS IMMEDIATELY TO OWNER'S REPRESENTATIVE.
8. CULVERT DESIGN LOAD: AASHTO LOADING H-20, MINIMUM SOIL BEARING CAPACITY: 4000 PSF.
9. EXCAVATION AND BACKFILL:
 - A. REMOVE ALL ORGANIC OR OVER SATURATED SOFT MATERIAL. WHICH CANNOT BE COMPACTED.
 - B. BACKFILL SHALL BE PLACED AND COMPACTED WITH CARE AND SHALL BE BROUGHT UP EVENLY AND SIMULTANEOUSLY ON BOTH SIDES OF PIPE. COMPACT TO 95% MAXIMUM DENSITY.
10. CULVERT INSTALLATION:
 - A. CULVERT JOINTS SHOULD NOT LEAK.
 - B. CULVERT INFILL MATERIAL SHALL BE INSTALLED IN PIPE ACCORDING TO PLANS. MANUAL INSTALLATION IS REQUIRED.
11. ALL VEGETATION IN THE AREAS NOT AFFECTED BY WORK SHALL BE PRESERVED AND PROTECTED BY THE CONTRACTOR. RESEED ALL DISTURBED AREAS.
12. CONTRACTOR SHALL SURVEY EXISTING ROAD PROFILE TO EXTENT NECESSARY TO ENSURE PROPOSED ROADWAY SURFACE IS SAME AS EXISTING.

DRAWING INDEX

- C1 COVER SHEET
- C2 PLAN
- C3 STREAM PROFILE
- C4 ROAD PROFILE & TYPICAL SECTION
- C5 DETAILS
- C6 DETAILS & QUANTITIES

PREPARED BY:



C:\Users\302\Projects\2270222-01\MapDocs\Main\Main\14-CH-1P-70222-MIDDLE.dwg PLOT DATE: 2015-02-23 10:03:54 AM DATE: 2015-02-02 10:44:05 USER: vcs@pwr.com

CULVERT COORDINATE TABLE				
SIZE	POINT	NORTHING	EASTING	ELEVATION
19' X 9'-5"	INLET IE	12642.1843	13129.8818	47.66
	OUTLET IE	12643.4563	13172.3528	43.81

SURVEY COORDINATE TABLE			
POINT	NORTHING	EASTING	ELEVATION
TBM1	12546.16	13154.21	12.96
CP21	12574.29	13121.84	74.74
CP22	12628.63	13143.50	60.70
CP23	12771.83	13196.85	62.83

CURVE TABLE - ROAD ALIGNMENT					
CURVE No.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	200.00	12.94	3°42'21"	S17°11'54"W	12.93
C2	50.00	16.78	19°13'28"	S5°44'00"W	16.70

HYDRAULIC SUMMARY	
RECURRENCE INTERVAL (YEAR)	0
Q ₁ D ₁	72.4
2	181
5	285
10	310
25	374
50	422
100	468
500	579
DRAINAGE AREA=0.76 SQ MI (490 AC)	

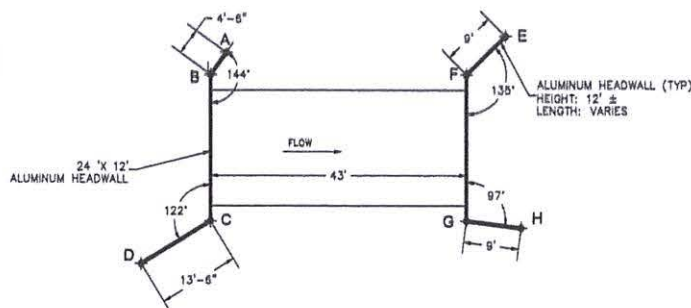
PERMANENT FILL BELOW OHW		
MATERIAL	VOL (CY)	AREA (SF)
ALUMINUM CULVERT	2	405
ALUMINUM HEADWALL	3	21
CULVERT INFILL	165	1345
PIPE BEDDING	100	350

CULVERT SUMMARY TABLE	
STRUCTURE TYPE	BOTTOMLESS ARCH
SPAN X RISE	19' X 9'-5"
LENGTH	43'-0"
SLOPE	9.1%
CORRUGATION	9" X 2.5"
MATERIAL	ALUMINUM
PLATE THICKNESS	7 GAUGE

HEADWALL/WINGWALL COORDINATE TABLE			
POINT	NORTHING	EASTING	ELEVATION
A	12657.883	13131.998	58.53
B	12654.179	13129.503	59.66
C	12630.190	13130.221	59.66
D	12622.780	13118.931	56.29
E	12662.049	13178.115	53.56
F	12655.451	13171.994	55.81
G	12631.462	13172.712	55.81
H	12630.568	13181.736	53.56

- NOTES:
- FOOTINGS, CULVERT STRUCTURE, HEADWALLS, AND WINGWALL STRUCTURES TO BE DESIGNED AND PROVIDED BY PIPE MANUFACTURER.
 - FOOTING ELEVATIONS PROVIDED ASSUME NO BEDROCK IS ENCOUNTERED DURING CONSTRUCTION. IF BEDROCK IS ENCOUNTERED BEFORE REACHING THE PLANNED ELEVATIONS, NOTIFY OWNERS REPRESENTATIVE IMMEDIATELY TO DETERMINE NEW ELEVATIONS FOR CULVERT FOOTINGS.

CALL BEFORE YOU DIG
The Contractor shall notify all area utility companies prior to commencement of excavation. The following is a partial list:
ALASKA POWER & TELEPHONE 755-4822



1 CULVERT WINGWALL & HEADWALL LAYOUT
NTB

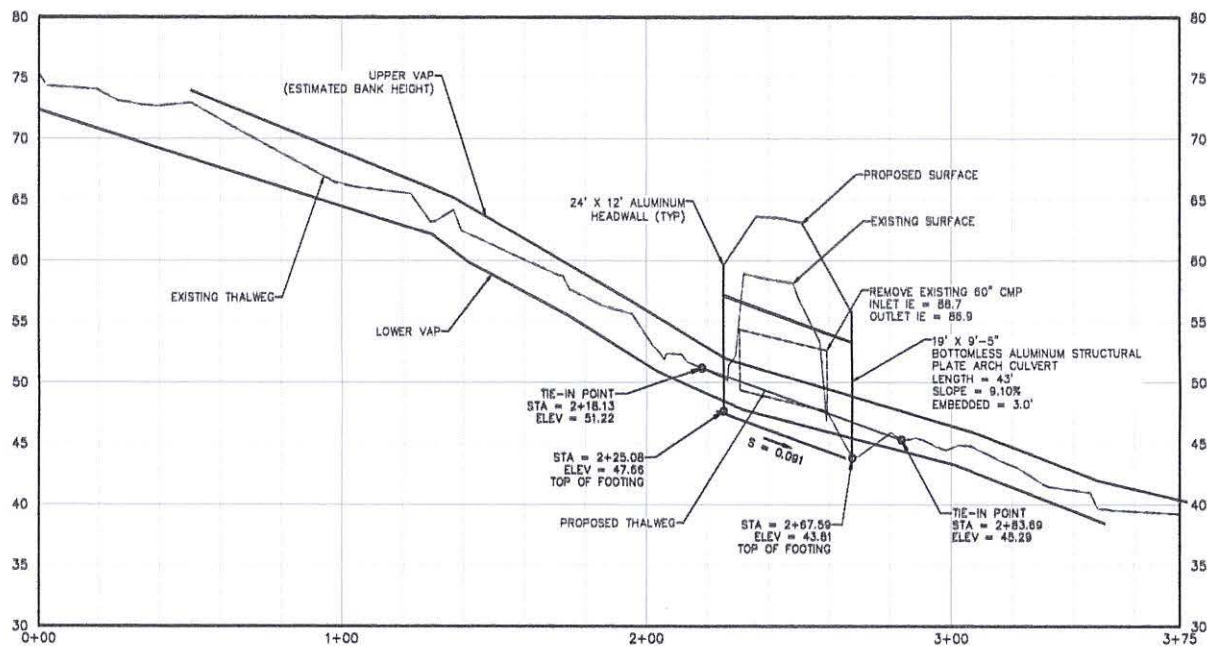
REVISIONS		
REV	DATE	DESCRIPTION



SOUTHEAST ALASKA WATERSHED COALITION
THORNE BAY TRIB FISH PASSAGE IMPROVEMENT PROJECT
MIDDLE CROSSING
PLAN

THORNE BAY, ALASKA

PROJECT	70722
DATE	02/02/2015
DRAWN BY	RS
CHECKED BY	RP
SHEET	
C2 OF C6	



STREAM CHANNEL PROFILE AT THALWEG

CALL BEFORE YOU DIG
The Contractor shall notify all area utility companies prior to commencement of excavation. The following is a partial list:
ALASKA POWER & TELEPHONE 755-4822

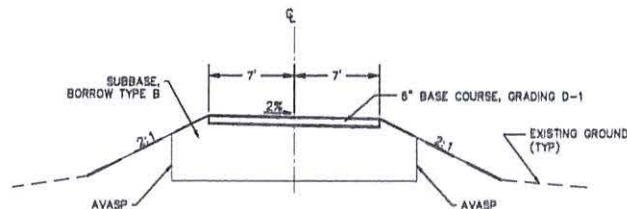
REVISIONS			
REV	DATE	DESCRIPTION	BY



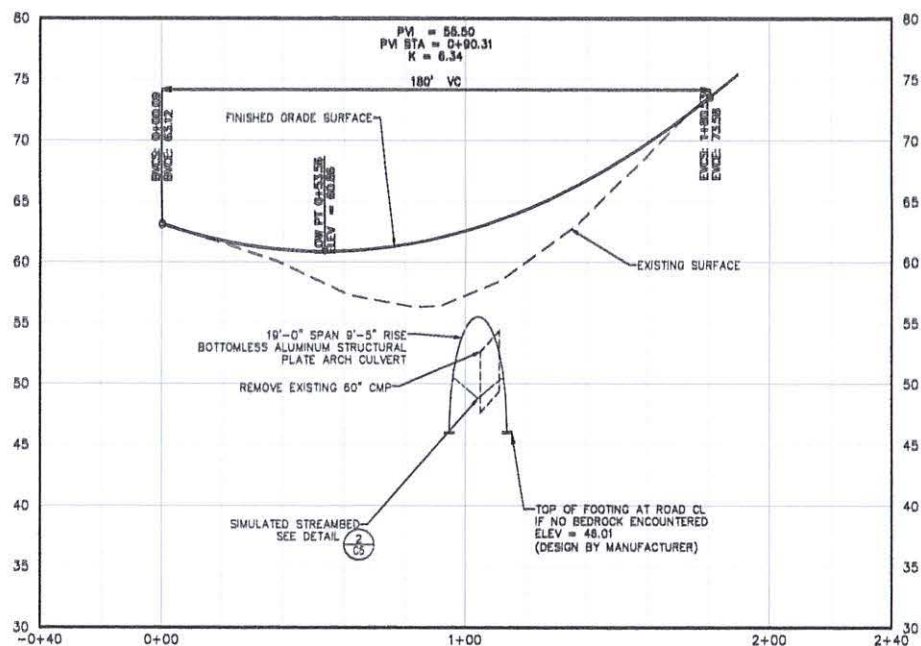
DOWL
5388 Commercial Boulevard
907-760-3552
Juneau, Alaska 99801
www.dowlinc.com

**SOUTHEAST ALASKA WATERSHED COALITION
THORNE BAY TRIB FISH PASSAGE IMPROVEMENT PROJECT
MIDDLE CROSSING
STREAM PROFILE**
THORNE BAY, ALASKA

PROJECT	70722
DATE	02/02/2015
DRAWN BY	RS
CHECKED BY	RP
SHEET	
C3 of C6	



1
C4
NTB
PROPOSED ROADWAY STRUCTURAL SECTION



ROAD PROFILE AT CONTROL LINE

CALL BEFORE YOU DIG
The Contractor shall notify all area utility companies prior to commencement of excavation. The following is a partial list:
ALASKA POWER & TELEPHONE 755-4822

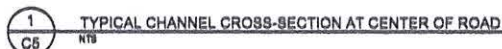
REV	DATE	DESCRIPTION	BY



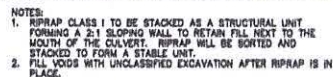
SOUTHEAST ALASKA WATERSHED COALITION
THORNE BAY TRIB FISH PASSAGE IMPROVEMENT PROJECT
MIDDLE CROSSING
ROAD PROFILE & TYPICAL SECTION

PROJECT	70722
DATE	02/02/2015
DRAWN BY	RS
CHECKED BY	RP
SHEET	
C4 of C6	

THORNE BAY, ALASKA



PROJECT	70722
DATE	02/02/2015
DRAWN BY	RS
CHECKED BY	RP
SHEET	
C5 of C6	



1. SEE DETAIL 1/C2 AND HEADWALL/WINGWALL COORDINATE TABLE FOR HEADWALL/WINGWALL DIMENSIONS AND ELEVATIONS.

DEWATERING NOTES:

1. TEMPORARY DIKES, BERMS, OR COFFERDAMS MAY BE CREATED TO ISOLATE THE WORK AREA ON WATERS OF THE SURROUNDING AREA. THIS WORK MAY BE CONSIDERED TEMPORARY DREDGING IF THE DREDGING OCCURS IN THE OUTLET SIDE OF THE ROADWAY. MAKE AN OUTLET ENERGY DISSIPATER AT THE DISCHARGE END OF THE PUMP HOSE FOR EROSION CONTROL.
2. DEWATER WITH PUMP HOSE IF REQUIRED AND APPROVED BY THE ENGINEER.
3. ADDITIONAL ENERGY DISSIPATERS MAY BE REQUIRED FOR DEWATERING DURING OR AFTERWARDLY APPROVED.
4. PUMPS SHOULD BE SIZED TO CARRY HIGH FLOW REASONABLY EXPECTED TO OCCUR DURING CONSTRUCTION INCLUDING SURFACE AND SUBSURFACE FLOWS. CONSULT.
5. ALL DISCHARGE POINTS REQUIRE PERMANENT OR TEMPORARY VELOCITY CONTROL.
6. PROVIDE FOR SEDIMENT REMOVAL FOR ALL DEWATERING ACTIVITY PRIOR TO DISCHARGE FROM THE PROJECT INTO ANY WATER OF THE U.S. THIS MAY REQUIRE TEMPORARY SETTLEMENT BASINS OR OTHER MEANS OF REMOVING TURBIDITY.
7. PERMANENT AND TEMPORARY SEDIMENT TRAPS AND BASINS (IF APPLICABLE) MUST BE CONSTRUCTED BEFORE ANY HYDRAULIC CONVEYANCE OR DEWATERING ACTIVITY OCCURS.

ESTIMATE OF QUANTITIES - BASIC BID			
ITEM NO.	PAY ITEM	PAY UNIT	QUANTITY
201(3B)	CLEARING AND GRUBBING	LS	ALL REQUIRED
202(4)	REMOVAL OF CULVERT PIPE	LF	30
203(3)	UNCLASSIFIED EXCAVATION	CY	580
203(5B)	BORROW, TYPE B	CY	255
203(5F)	PIPE BEDDING, BORROW TYPE A (1" MINUS)	CY	200
301(4)	AGGREGATE SURFACE COURSE (0-1)	CY	40
602(3)	19" SPAN X 9'-6" RISE ALUMINUM BOTTOMLESS STRUCTURAL PLATE ARCH CULVERT	LF	43
602(4)	HEADWALL/REINFORC. PACKAGE	LS	ALL REQUIRED
602(5)	STEEL SHEET PILING	LF	86
602(6)	CULVERT SHIPPING, ASSEMBLY, AND INSTALLATION	LF	43
602(7)	STAMPED DRAWINGS FROM MANUFACTURER	LS	ALL REQUIRED
611(1)	RIPRAP, CLASS I	CY	305
611(2)	RIPRAP, CLASS II	CY	110
618(1)	SEEDING	LS	ALL REQUIRED
620(1)	TOPSOIL (4")	SY	450
642(1)	MOBILIZATION AND DEMOBILIZATION, INCLUDING WORK CAMP	LS	ALL REQUIRED
643(1)	TEMPORARY EROSION AND POLLUTION CONTROL	LS	ALL REQUIRED
643(1)	CONSTRUCTION SURVEYING	LS	ALL REQUIRED
643(2)	TRAFFIC MAINTENANCE	LS	ALL REQUIRED
671(1)	CULVERT INFILL	CY	43
672(1)	STREAM DIVERSION & DEWATERING	LUMP SUM	ALL REQUIRED

[illegible]

6368 Commercial Boulevard
907-780-3633

Juneau, Alaska 99801
www.dawitrim.com

SOUTHEAST ALASKA WATERSHED COALITION
THORNE BAY TRIB FISH PASSAGE IMPROVEMENT PROJECT
MIDDLE CROSSING
DETAILS & QUANTITIES

THORNE BAY, ALASKA

PROJECT	70722
DATE	02/02/2015
DRAWN BY	RS
CHECKED BY	RP

545

C8 of C8

MINUTES
FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR
THE CITY OF THORNE BAY, ALASKA
TUESDAY, March 2, 2021
TIME: 6:30 p.m.

1. CALL TO ORDER:

Edenfield called the meeting to order at 6:33 p.m.

2. PLEDGE TO FLAG:

The audience and council pledged to the flag.

3. ROLL CALL:

Those in attendance were:

Edenfield, Stram, Craske, Kerkof & Cunningham (Cunningham joined the meeting at 6:45p.m.)

Those absent were Burger & Rhodes

4. APPROVAL OF AGENDA:

Edenfield moved to approve the agenda. Kerkof seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda
F/S: Edenfield / Kerkof
YEAS: Stram, Edenfield, Kerkof, & Craske
NAYS: None
STATUS: Motion Passed.

5. MAYOR'S REPORT:

Mayor Edenfield reported that she had been out of town and just returned and has been working on issues that transpired while she was out of town.

6. ADMINISTRATIVE REPORTS:

a) City Administrator:

Admin read report:

Meetings Attended and Updates:

- On February 22nd – 24th I attended FEMA ICS-400 training for Advanced ICS for Command and General Staff.

Tasks and Projects:

- Village Safe Water (VSW) and the City are working on an update to our Intrusion and Infiltration (I&I) grant seeking additional funds to address our excessive outflow to the Wastewater Treatment Facility. The initial engineering funding request has been approved and we will have engineers on site in March.
- FEMA / CARES grant funding realignment is in the initial stages of application. The City has had our "Recovery Scoping Meeting follow up" on February 25th with FEMA.
- The Seaplane Base Transfer is in progress. The process to officially transfer the Seaplane Base at the harbor to City management is underway with Alaska Department of Transportation (AKDOT) and the Federal Aviation Administration (FAA). We are currently working internally to gather the required paperwork to move forward with this project.

Departmental Reports:

➤ Streets and Roads:

With the winter weather the Streets and Roads snow removal staff have been given the direction to plow / sand anytime the snow accumulation is greater than 2" or 3". Additionally, they will be sanding anytime the roads are icy. These mandates have caused a small amount of overtime (6 +/- hours) in the current pay period. Generally, staff are directed to trim hours at the end of the week to offset any weekly overtime.

➤ Water and Sewer:

No significant updates

➤ Solid Waste:

No significant updates

➤ Library:

From Library Director:

We are currently open two ways.

By appointment only, as a 'one on one' service for people to come and use our computers. Patron areas are sanitized after each use, and at the end of each day. You will be asked to observe social distancing, wear a mask and gloves are encouraged. Call or come to the Library to schedule an appointment.

Volunteers will gather desired items, check the items out and hand off to the Patron that remains outside the Library.

We don't currently have the option to browse items.

As always, we have the Digital Library as a free service thanks to the Friends of the Library. It works kind of like a Kindle, and books are free on your device. No need to visit the Library, no late items, just call to set up!

b) City Clerk:

- Reminder of the POFD due by March 15th, only a few are pending, but they know who they are
 - The City as a second-class city can opt-out of POFD filing by:

The authority to opt out of the POFD reporting requirements can be found in AS 39.50.145, Alaska's Public Official Financial Disclosure Law: Sec. 39.50.145. Participation by municipalities. A municipality may exempt its municipal officers from the requirements of this chapter if a majority of the voters voting on the question at a regular election, as defined by AS 29.71.800(20), or a special municipality-wide election, vote to exempt its municipal officers from the requirements of this chapter. The question of exemption from the requirements of this chapter may be submitted by the city council or borough assembly by ordinance or by initiative election.
- The total number of applicants for the \$150 fuel stimulus is at 205 with 11 of those being new applicants that were not included in the December stimulus relief.
- The City is currently working on collecting on past due accounts. There is a total of \$24,457.24 in past due account (over 60 days).

We have two accounts that will be acting on for collections in the total amount of \$20,021.67. The other 4,435.57 is funds we are unable to collect on and will have to write off to bad debt.
- Update on the Alaska Housing Finance Corporations Rental Relief Program - Rent Relief Application Deadline is March 5th, make sure to get applications in by that time. Information is available on the City's website

7. PUBLIC COMMENTS:

There were no public comments.

8. COUNCIL COMMENTS:

Cunningham commented on the following:

- Inquiry of status on lighting at Davidson Landing
 - Administrator – lights have been ordered and we should receive mid-March

9. CONSENT AGENDA

a) MINUTES

- 1) Approving the minutes from the January 19, 2021, Regular City Council Meeting Minutes, discussion and action item:

Edenfield moved to approve the consent agenda. Kerkof seconded the motion.
There was no further discussion.

MOTION: Move to approve the consent agenda, Minutes of the February 16, Regular City Council Meetings
F/S: Edenfield/Kerkof
YEAS: Stram, Edenfield, Kerkof, Craske Cunningham
NAYS: None
STATUS: Motion Passed

10. NEW BUSINESS:

- g) Resolution 21-03-02-01; amending policies and procedures for public comments during council meetings, discussion and action item:

Edenfield moved to approve Resolution 21-03-02-01. Kerkof seconded the motion.
Edenfield and Kerkof amended the motion to table action. Craske liked discussion and direction of the meeting procedures and would like to add comments.

MOTION: Move to table Resolution 21-03-02-01
F/S: Edenfield/Kerkof
YEAS: Stram, Edenfield, Kerkof, Craske, Cunningham
NAYS: None
STATUS: Motion Passed.

- h) Resolution 21-03-02-02, Parking Sign placement and restrictions for South Thorne Bay Subdivision, discussion only item:

Administrator Carter explained.

- Carter explained spoke to the crew and they agreed with no parking on the roads in the subdivision in the winter months.

Cunningham commented on the following:

- Cunningham thanked admin department for working on the resolution and addressing the parking issues.

Stram commented on the following:

- In winter months vehicles may slide off the road and would want to make sure the City had leeway for those who were not intentionally parking, but had to pull over to work on

Cunningham commented:

- Resolution geared toward keeping people from intentional parking on the sides of the road, not those who park for emergency reasons.

- i) **Resolution 21-03-02-03**, donating the 2000 Ford Ambulance to the City of Kasaan, discussion and action item:

Edenfield moved to approve Resolution 21-03-02-03. Kerkof and Craske seconded the motion. Craske commented that Thorne Bay and Kasaan have a long history of good relations

MOTION: Move to approve Resolution 21-03-02-03
F/S: Edenfield/ Kerkof
YEAS: Stram, Cunningham, Edenfield, Kerkof & Craske
NAYS: None
STATUS: Motion Passed.

- j) **Resolution 21-03-02-04**, appointment of Fire Chief and Assistant Chief, discussion and action item:

Cunningham commented on the following:

- Thorne Bay has a second VPSO that will be in Thorne Bay in March and he is overly qualified and feel current chief and assistant have performed their duties as laid out.

Craske commented on the following:

- Would like to hear Les input as he deals with day-to-day operations of the City and knows more about it.

Les Carter commented on the following:

- Need to take pro-active steps to put fire department in position to adequately respond.
- In January there was a 911 call for Chimney Fire and only two people responded so there needs to be work on infrastructure

Craske inquired what it would take to make it work.

Carter stated the incoming VPSO is qualified to fill the shoes

Stram commented on the following:

- Last week my wife and I stayed in Craig and late Thursday night we seen a fire and called 911 immediately. It took 5 minutes for first responder to get there and that wasn't even a truck. In less than 30 minutes the building burned completely to the ground.
- Anything we can do to move forward to improve response time and training, I am in favor of.

Kerkof inquired if the VPSO had been asked about the fire chief duties and what his thoughts were?

Carter stated that he had, and he was eager to see how the Fire Department working

Fire Chief Silverthorn commented on the following:

- The problem with the fire department is not the personnel, it is the equipment. The equipment is so old, we spend most of our time working on it and people are tired of it.
- The best truck we have is on the Southside and another truck that has issues holding water.
- Explained that the process for interviewing is the Administrator, applicant, and fire chief that all need to be part of.
- The City asked Jim to be fire chief he has experience and knows where all of the homes are.
- Explained that the fire department did respond to the call, it had already put it out

MOTION: Move to have the Administrator and Fire Chief tackle issue and have resolved by middle of April
F/S: Edenfield/ Kerkof
YEAS: Stram, Cunningham, Edenfield, Kerkof & Craske
NAYS: None
STATUS: Motion Passed.

11. EXPENDITURES EXCEEDING \$2,000.00:

None

12. CONTINUATION OF PUBLIC COMMENT:

Sean McRae commented on the following.

- As a member of the VFD, the City is heading down a precarious road thinking they will have the VPSO serve as the Fire Chief. Is VPSO public safety or Fire? Creating
- Jim is rock solid, I have seen his trainings at Davidson Landing, Marina, Fire Hall and have seen him piece mill the equipment together,
- The City has failed by not properly dispatched call. I never heard a siren go off. Two years ago the City offered to pay for fire academy in Craig and no one in Thorne Bay went to the trainings. This was the time that people supposedly had applications in.
- Love the community, but do not want city to naively put themselves into a corner without knowing all of the facts.

13. CONTINUATION OF COUNCIL COMMENT:

Craske commented on the following:

- Was involved in VPSO position before. Respect Sean and want to sit down.

Edenfield commented on the following:

- The motion made was keeping Fire Chief in position until new VPSO trained.
- We did beg for Silverthorn to come back as the Chief

Cunningham commented on the following:

- In response to McRae comment, there is an assistant chief that would be the one to go on calls when the VPSO was out.

Edenfield commented on the following:

- Have never seen the department not respond
- Thank you to Jim and to Sean

Kerkof commented on the following:

- On the agenda we had the public comment and the Clerk and I will resolve that to an ordinance
- Additionally, we spoke of having town hall meetings and if we do that, I would have the VPSO be present at all town hall meetings.

Craske commented on the following:

- Would love to have the VPSO at meetings for providing a report
- Against having VPSO at town hall meetings, we are not violent

Carter explained that Kerkof was wanting VPSO as a panelist at the town halls

Cunningham commented on the following:

- The VPSO in the past has attended meetings and provided reports, but he has only reported to Les and not the Council
- The VPSO at a Town Hall to answer questions, but also have seen meetings where there have almost been blows

Kerkof commented on the following:

- The VPSO should be there to answer questions and not to be standing as a guard

Edenfield commented on the following:

- During COVID the VPSO is providing written reports to the Administrator. When the governor opens up for gatherings

ADJOURNMENT:

Mayor adjourned the meeting at 7:55 p.m.

Cindy Edenfield, Mayor

ATTEST:

Teri Feibel, CMC



**CITY OF THORNE BAY
RESOLUTION 21-04-06-01**

**A RESOLUTION OF THE THORNE BAY CITY COUNCIL FOR THE BAY WATCH SUBDIVISION
TIMBER SALE AKA OVERLOOK TIMBER SALE**

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

WHEREAS, the proposed timber sale is known as the Overlook Sale in the Five-Year Schedule Of Timber Sales Fiscal Years 2021 Through 2025; and

WHEREAS, it is described as..."OLD GROWTH ACRES: 25 ROAD MILES: 0.4 This area is located on Settlement classified land, adjacent to the Greentree Heights Subdivision; and

WHEREAS, timber harvest would facilitate initial access for later subdivision actions by the State; and

WHEREAS, The Division of Mining Land and Water and the Division of Forestry have requested access to the area from the USFS managed 3018050 Road (further planning is pending the authorization of the USFS); and

WHEREAS, the Thorne Bay City Council has reviewed the Thorne Bay Watch Timber Sale and the State's Five-Year Schedule of Timber Sales and the Bay View Timber Sale (SSE-1369-K) advertisement of the sale and find that the sale is consistent with the Thorne Bay Economic Development Plan.

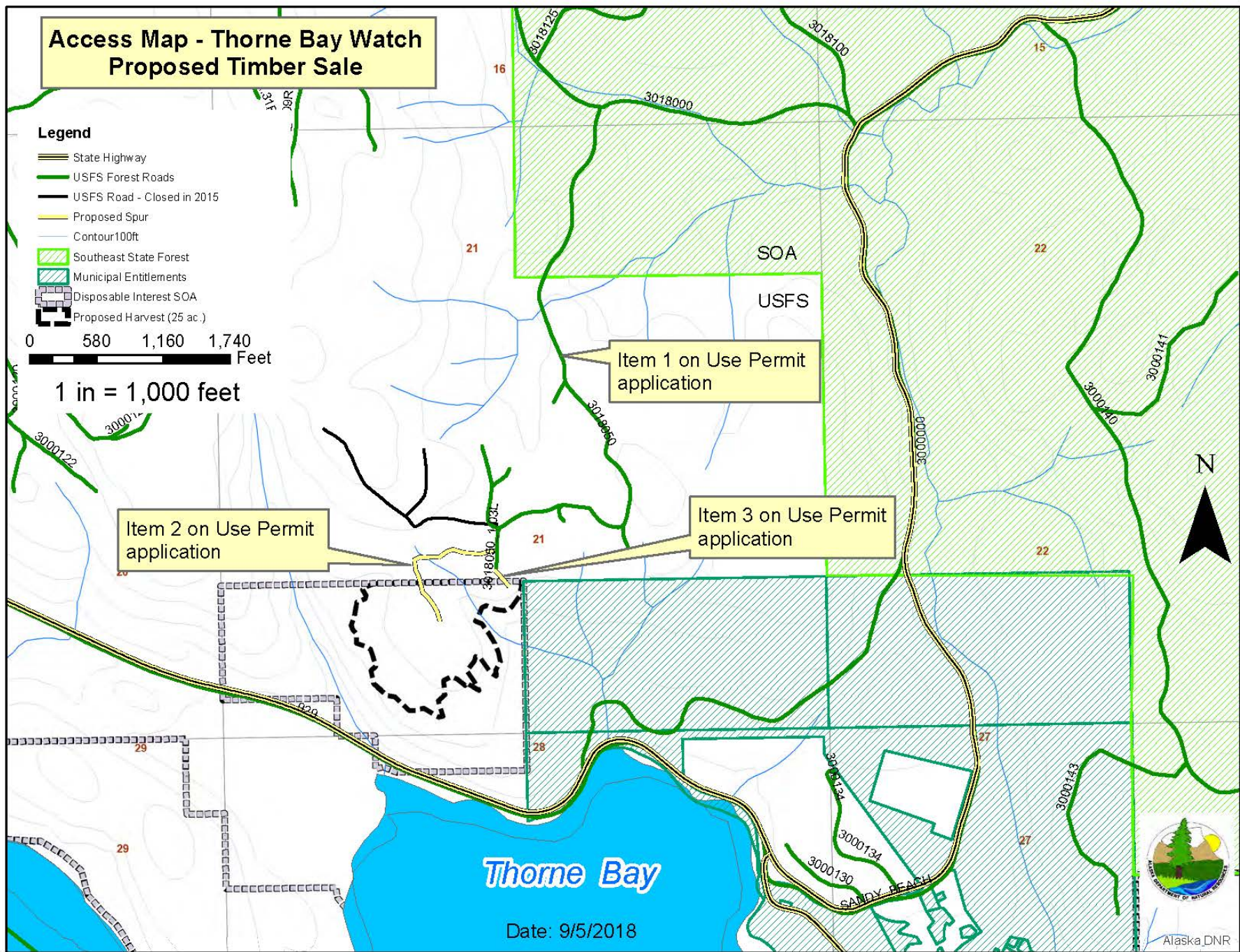
NOW, THEREFORE, BE IT RESOLVED, The City Council for the City of Thorne Bay supports the Overlook Sale as identified in the Five-Year Schedule of Timber Sales Fiscal Years 2021 Through 2025.

PASSED AND APPROVED BY THE CITY COUNCIL on this 6th day of April 2021

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC





**CITY OF THORNE BAY
RESOLUTION 21-04-06-02**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH TONGASS FEDERAL CREDIT UNION FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "A" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING FINANCIAL CREDIT UNION

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

WHEREAS, The current lease between Tongass Federal Credit Union and the City at the is set to expire April 30, 2021; and

WHEREAS, the Thorne Bay Municipal Code 2.56.240-provides that negotiated leasing may be conducted with a single prospective lessee or renter through the use of resolution; and

WHEREAS, Tongass Federal Credit Union has been operating in Thorne Bay since 2006, and has contributed to the employment of local residents; and

WHEREAS, Tongass Federal Credit Union has been in good standing with the City as a yearlong tenant; and

WHEREAS, it is in the City's best interest to retain Tongass Federal Credit Union as a year-round, tenant until April 30, 2023.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves a noncompetitive 24-month short term lease, effective May 1, 2021 through April 30, 2023, for the rental of city owned facilities identified as unit "A" of the Thorne Bay City Hall building located at 120 freeman drive, for the purposes of operating financial credit union.

PASSED AND APPROVED this 6th day of April 2021, by a duly constituted quorum of the City Council with a vote of _____ yeas and _____ nays.

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC

Attachment A: Renewed Lease Agreement – City of Thorne Bay and Tongass Federal Credit Union

RENTAL AGREEMENT

City & Tongass Federal Credit Union

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

1. **Rented Premises.** The City does hereby Rent to the Renter Unit "A" of the Thorne Bay City Hall. See Attached Exhibit A on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning May 1, 2021 and ending April 30, 2023. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Renter shall have the option to renew this Rent for an additional period of time subject to renegotiations of Rent terms and payments acceptable to both the City and Renter. The option to renew and Rent for the additional period can only be effective upon approval by the Thorne Bay City Council. This option to renew shall be exercised by the Renter in writing sixty (60) days prior to the expiration of the original Rent term. The option to renew is specifically waived if not exercised in full compliance with this provision.

This Rental Agreement expires automatically on the last day of the Two (2) year period absent the approval of a new Rental Agreement by the Thorne Bay City Council. Absent an approved Rental Agreement, the Renter shall vacate the premise on or before the ending date of this Rental Agreement.

In addition to any rights of the City to terminate this Rental Agreement as specified in this Rental Agreement, or as specified in the Thorne Bay Municipal Code, the City shall have all rights to terminate this Rental Agreement in accordance with any provision of applicable law.

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of One-Hundred Dollars (\$100.00) per month rent plus utility fees of \$179.46 based on FY 19 average fees, payable in advance on the first day of each month of the Rent term. In the event any payment required to be made pursuant to this Rental Agreement is more than ten (10) days past due, late payments shall be assessed a 0.87% finance charge (10.5% ARP) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of two-year term, the monthly Rent payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.

RENTAL AGREEMENT

City & Tongass Federal Credit Union

4. **Deposits.** Renter shall deposit with the City an amount equal to N/A . Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be refunded in full. First and last month may be waved in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per “Exhibit A”, Unit “A”.
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, **Financial Services**. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** The City shall provide Water, Sewer, Garbage, Heat, Electrical, snow removal service, except the walkway / stairs serving the entrance, for Unit “A”. Renter shall pay the monthly utility fees as stated in Section 3. Renter shall be responsible for phone and internet service installation and monthly fees. Renter may contract with the City for minimal janitorial service.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter’s sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter’s use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City’s termination of the Rental Agreement. Renter is required to obtain authorization from the City for construction of any and all structures placed on or in the Rented Premises.
8. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City’s prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter’s sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter’s sole cost and expense. Any of Renter’s improvements remaining on the Rented Premises longer than thirty (30) days after Renter’s possessors rights to the Rented Premises have expired shall become Rented Premises of City.

RENTAL AGREEMENT

City & Tongass Federal Credit Union

9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.

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

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

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

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

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

City shall be named as additional insured.

13. **Accidents and Liability.** City or its agent shall not be liable for any injury or damage to the persons or property sustained by Renter or others, in and about the Rented Premises.

14. **Indemnification and Waiver of Subrogation.** To the fullest extent permitted by law, the Renter agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this agreement.

RENTAL AGREEMENT

City & Tongass Federal Credit Union

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

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

- 15. Removal of Renter's Property and Repair of Rented Property.** All fixtures and equipment of whatsoever nature, that Renter shall have acquired and installed upon Rented premises, whether permanently affixed or otherwise, shall continue to be the property of the Renter and must be removed by the Renter at the expiration or termination of this Rental Agreement; and at its own expense, Renter shall repair any injury to Rented Premises resulting from such removal. Renter shall remove all fixtures and equipment, and make all repairs, within thirty days of the date the Renter vacates Rented Premises. If the Renter fails to remove its fixtures, and equipment, and fails to make the necessary repairs, the City may do so, and seek reimbursement from the Renter for the full amount of the repairs, without any deduction for the value of any fixtures or equipment left on the premises by the Renter. If City determines that it is in City's best interest to acquire the improvements, it may negotiate to purchase Renter's fixtures and equipment at a price equal to or less than fair market value.
- 16. Taxes.** Renter shall be solely and fully responsible for the payment of all applicable federal, state, and Thorne Bay municipal taxes including all Monthly Sales Taxes due the City (if applicable).
- 17. Liens.** Renter shall maintain Rented Premises free of any and all liens. Renter will not permit any mechanics', laborers' or materialmen's liens to stand against the Rented Property or improvements for any labor or materials furnished to Renter or claimed to have been furnished to Renter, or to Renter's agents, contractors, or sub-Renters, in connection with work of any character performed or claimed to have been performed on Rented premises or improvements by or at the direction or sufferance of Renter; provided, however, Renter shall have the right to contest the validity or amount of any such lien or claimed lien, In the event of such contest, Renter shall give to the City such reasonable security as may be demanded by the City to insure payment of such lien or such claim of lien. Renter will immediately pay any judgment rendered with all proper costs and charges and shall have such lien re-Rented or judgment satisfied at Renter's

RENTAL AGREEMENT

City & Tongass Federal Credit Union

own expense. Renter agrees to indemnify, hold harmless and to defend the City and Rented premises from such liens. Renter consents to the City's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065

18. Default by Renter. Each of the following shall be deemed a default by the Renter and a breach of the Rental Agreement:

- (a) A failure to make payment of any installment, of rent or of any other sum herein specified to be paid by Renter, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to make payment;
- (b) Upon shut off of utilities;
- (c) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the particular default or defaults;
- (d) The filing of a petition by or against Renter for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
- (e) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Renter or for the appointment of a receiver or trustee of Rented Premises of the Renter;
- (f) The taking possession of Rented Premises of the Renter by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of the Renter;
- (g) The making by the Renter of an assignment for the benefit of creditors;
- (h) Renter vacates or abandons the Rented Premises; and
- (i) A failure that continues for five (5) days or more to have the City named as an additional insured as required under paragraph 18, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Renter in this Section, are in addition to any defaults specified in the Thorne Bay Municipal Code.

RENTAL AGREEMENT

City & Tongass Federal Credit Union

19. City's Remedies for Default. In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.

- (a) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
- (b) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;
- (c) Declare the Term ended;
- (d) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;
- (e) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;
- (f) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.
- (g) The City shall use reasonable diligence to relet Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.

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

RENTAL AGREEMENT

City & Tongass Federal Credit Union

21. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver of its rights or remedies with respect to such breach.
22. **Changes.** No modifications, amendments, deletions, additions or alterations of the Rent Agreement shall be effective unless in writing and signed by all of the parties hereto and such representatives of the parties as have been duly authorized to make such changes.
23. **Joint Product.** The language set out in this Rental Agreement represents the joint product of the parties and shall not be construed against one party in favor of the other. Each party hereto has had the option of seeking the advice of legal counsel in the drafting of this Rental Agreement, and the rule of construction favoring construction against the drafter shall not apply. Renter acknowledges and agrees that Renter has not received any legal advice from the City's attorney or from anyone associated with the City.
24. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Rental Agreement and to execute this Rental Agreement.
25. **Hazardous Materials.** The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C. 9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, or municipal statutes

RENTAL AGREEMENT

City & Tongass Federal Credit Union

or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.

- 26. Acceptance of the Rented Property by Renter.** Renter acknowledges that it has thoroughly examined Rented Premises. Renter accepts Rented Premises in their “**AS IS**” condition, and the City shall not be required to perform any work to prepare Rented Premises for the Renter. Renter’s taking possession of Rented Premises shall be conclusive evidence against it that, at the time possession was taken, Rented Premises were in good and satisfactory condition. Renter acknowledges that, except for those representations and statements regarding the condition of Rented Premises expressly stated herein, Renter has not relied upon any representations or statements of the City or its representatives or agents regarding the condition of Rented premises or their suitability for Renter’s uses under this Rent.
- 27. Attorneys’ Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys’ fees and costs incurred by City in connection therewith including City’s attorneys’ fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District, at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.
- 28. No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.
- 29. Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter’s personal property and leave the Rented premises neat and clean. If City elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter’s sole expense.
- 30. Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.

RENTAL AGREEMENT

City & Tongass Federal Credit Union

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

32. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

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

CITY:

RENTER:

THE CITY OF THORNE BAY

TONGASS FEDERAL CREDIT UNION

By _____
Cindy Edenfield, Mayor "City"

By _____
TFCU

ATTEST:

Teri Feibel, City Clerk



**CITY OF THORNE BAY
RESOLUTION 21-04-06-03**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH SEARHC FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "B" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING FINANCIAL CREDIT UNION

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

WHEREAS, The current lease between SEARHC and the City is set to expire April 30, 2021; and

WHEREAS, the Thorne Bay Municipal Code 2.56.240-provides that negotiated leasing may be conducted with a single prospective lessee or renter through the use of resolution; and

WHEREAS, SEARHC has been in good standing with the City as a yearlong tenant; and

WHEREAS, it is in the City's best interest to retain SEARHC as a year-round, tenant until April 30, 2023.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves a noncompetitive 24-month short term lease, effective May 1, 2021 through April 30, 2023, for the rental of city owned facilities identified as unit "B" of the Thorne Bay City Hall building located at 120 Freeman drive, for the purposes of operating a Health Clinic

PASSED AND APPROVED this 6th day of April 2021, by a duly constituted quorum of the City Council with a vote of _____ yeas and _____ nays.

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC

RENTAL AGREEMENT

City & SEARHC Clinic

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

1. **Rented Premises.** The City does hereby Rent to the Renter Unit "B" of the Thorne Bay City Hall. See Attached Exhibit A on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning May 1, 2021 and ending April 30, 2023. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Renter shall have the option to renew this Rent for an additional period of time subject to renegotiations of Rent terms and payments acceptable to both the City and Renter. The option to renew and Rent for the additional period can only be effective upon approval by the Thorne Bay City Council. This option to renew shall be exercised by the Renter in writing sixty (60) days prior to the expiration of the original Rent term. The option to renew is specifically waived if not exercised in full compliance with this provision.

This Rental Agreement expires automatically on the last day of the Two (2) year period absent the approval of a new Rental Agreement by the Thorne Bay City Council. Absent an approved Rental Agreement, the Renter shall vacate the premise on or before the ending date of this Rental Agreement.

In addition to any rights of the City to terminate this Rental Agreement as specified in this Rental Agreement, or as specified in the Thorne Bay Municipal Code, the City shall have all rights to terminate this Rental Agreement in accordance with any provision of applicable law.

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of Ten dollars per month rent plus utility fees of \$179.46 based on FY 19 average fees payable in advance on the first day of each month of the Rent term. (utility fees to be adjusted if facility used as clinic more than one day per week). In the event any payment required to be made pursuant to this

RENTAL AGREEMENT

City & SEARHC Clinic

Rental Agreement is more than ten (10) days past due, late payments shall be assessed a 0.87% finance charge (10.5% ARP) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of the two-year term the monthly Rent payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.

4. **Deposits.** Renter shall deposit with the City an amount equal to N/A . Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be refunded in full. First and last month may be waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per "Exhibit A", Unit "B".
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Medical Services/Human Health Services. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** The City will provide Water, Sewer, Garbage, Heat, Electrical, snow removal service, except for walkways accessing the entrances for Unit "B". Renter shall pay the monthly utility fees as stated in Section 3. Renter shall be responsible for phone and internet service installation and monthly fees. Renter may contract with the City for minimal janitorial service.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain authorization from the City for construction of any and all structures placed on or in the Rented Premises.

RENTAL AGREEMENT

City & SEARHC Clinic

8. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City's prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter's sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter's sole cost and expense. Any of Renter's improvements remaining on the Rented Premises longer than thirty (30) days after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.
9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.
- Failure to comply with any requirements of this section shall constitute a material breach of the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, personal injury, bodily injury and property damage.

Proof of Insurance shall be provided to City within thirty (30) days after the parties have executed this agreement and prior to public use of said premises. City shall

RENTAL AGREEMENT

City & SEARHC Clinic

be notified at least thirty (30) days before the cancellation or termination of any policy. City shall be named as additional insured.

13. **Accidents and Liability.** City or its agent shall not be liable for any injury or damage to the persons or property sustained by Renter or others, in and about the Rented Premises.
14. **Indemnification and Waiver of Subrogation.** To the fullest extent permitted by law, the Renter agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this agreement.

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

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

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

RENTAL AGREEMENT

City & SEARHC Clinic

16. **Taxes.** Renter shall be solely and fully responsible for the payment of all taxes due to the Federal, State or Local Government (if applicable).
17. **Liens.** Renter shall maintain Rented Premises free of any and all liens. Renter will not permit any mechanics', laborers' or materialmen's liens to stand against the Rented Property or improvements for any labor or materials furnished to Renter or claimed to have been furnished to Renter, or to Renter's agents, contractors, or sub-Renters, in connection with work of any character performed or claimed to have been performed on Rented premises or improvements by or at the direction or sufferance of Renter; provided, however, Renter shall have the right to contest the validity or amount of any such lien or claimed lien, In the event of such contest, Renter shall give to the City such reasonable security as may be demanded by the City to insure payment of such lien or such claim of lien. Renter will immediately pay any judgment rendered with all proper costs and charges and shall have such lien re-Rented or judgment satisfied at Renter's own expense. Renter agrees to indemnify, hold harmless and to defend the City and Rented premises from such liens. Renter consents to the City's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065
18. **Default by Renter.** Each of the following shall be deemed a default by the Renter and a breach of the Rental Agreement:
- (j) A failure to make payment of any installment, of rent or of any other sum herein specified to be paid by Renter, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to make payment;
 - (k) Upon shut off of utilities;
 - (l) A default in the performance of any other covenant or condition on the part of the Renter to be performed for a period of thirty (30) days after receipt by Renter of a notice specifying the particular default or defaults;
 - (m) The filing of a petition by or against Renter for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
 - (n) The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Renter or for the appointment of a receiver or trustee of Rented Premises of the Renter;

RENTAL AGREEMENT

City & SEARHC Clinic

- (o) The taking possession of Rented Premises of the Renter by any governmental officer of agency pursuant to statutory authority for the dissolution of liquidation of the Renter;
- (p) The making by the Renter of an assignment for the benefit of creditors;
- (q) Renter vacates or abandons the Rented Premises; and
- (r) A failure that continues for five (5) days or more to have the City named as an additional insured as required under paragraph 18, and Renter fails to cure such default within ten (10) days after receipt of a written notice has been received by Renter specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Renter in this Section, are in addition to any defaults specified in the Thorne Bay Municipal Code.

19. City's Remedies for Default. In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.

- (h) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
- (i) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;
- (j) Declare the Term ended;
- (k) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;
- (l) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;
- (m) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of

RENTAL AGREEMENT

City & SEARHC Clinic

ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.

(n) The City shall use reasonable diligence to re-let Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.

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

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

22. **Changes.** No modifications, amendments, deletions, additions or alterations of the Rent Agreement shall be effective unless in writing and signed by all of the parties hereto and such representatives of the parties as have been duly authorized to make such changes.

23. **Joint Product.** The language set out in this Rental Agreement represents the joint product of the parties and shall not be construed against one party in favor of the other. Each party hereto has had the option of seeking the advice of legal counsel in the drafting of this Rental Agreement, and the rule of construction favoring construction against the drafter shall not apply. Renter acknowledges and agrees that Renter has not received any legal advice from the City's attorney or from anyone associated with the City.

24. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Rental Agreement and to execute this Rental Agreement.

RENTAL AGREEMENT

City & SEARHC Clinic

25. Hazardous Materials. The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C. 9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented.

“Hazardous Substance” means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted , prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.

26. Acceptance of the Rented Property by Renter. Renter acknowledges that it has thoroughly examined Rented Premises. Renter accepts Rented Premises in their “AS IS” condition, and the City shall not be required to perform any work to prepare Rented Premises for the Renter. Renter’s taking possession of Rented Premises shall be conclusive evidence against it that, at the time possession was taken, Rented Premises were in good and satisfactory condition. Renter acknowledges that, except for those representations and statements regarding the condition of Rented Premises expressly stated herein, Renter has not relied upon any representations or statements of the City or its representatives or agents regarding the condition of Rented premises or their suitability for Renter’s uses under this Rent.

27. Attorneys’ Fees and Costs. Should any dispute and/or legal action arise by reason of any default or breach on the part of Renter in the performance of any of the provisions of the Rental Agreement, Renter agrees to pay all reasonable attorneys’ fees and costs incurred by City in connection therewith including City’s attorneys’ fees and costs incurred on appeal. It is agreed that the venue of any legal action brought under the terms of this Rental Agreement will be the First Judicial District,

RENTAL AGREEMENT

City & SEARHC Clinic

at Ketchikan, Alaska. Renter specifically agrees that venue for trial in any action related to this Rent shall be in Craig, Alaska.

28. **No Waiver of Covenants.** Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future or similar breach. This Rental Agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument signed by both parties.

29. **Surrender of Rented Premises.** Upon termination of this Rental Agreement, Renter agrees to peacefully quit and surrender the Rented premises without notice, remove all of Renter's personal property and leave the Rented premises neat and clean. If City elects to require Renter to remove any alterations or improvements made by Renter, then Renter shall restore the Rented Premises to their previous condition, at Renter's sole expense.

30. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.

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

32. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

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

CITY:

RENTER:

THE CITY OF THORNE BAY

By _____
Cindy Edenfield, Mayor "City"

By _____
SEARHC

ATTEST:

Teri Feibel, City Clerk



CITY OF THORNE BAY
RESOLUTION 21-04-06-04

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, AMENDING RESOLUTION 20-06-16-01 & 18-09-18-01; FEE AND RATE SCHEDULES FOR ALL SALES AND SERVICES WITH CITY DEPARTMENTS; AMENDING RATES FOR THE HARBOR DEPARTMENT & OTHER MISC. CITY SERVICES

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

WHEREAS, the City Council sets rates and fee schedules through resolution for all services provided by the City of Thorne Bay; and

WHEREAS, Title 18 of the Thorne Bay Municipal Code provides that harbor fees shall be as set forth in the most current Rate Schedule adopted and approved by resolution of the City Council and shall be incorporated into Title 18 by reference; and

WHEREAS, the City of Thorne Bay changed the method of calculating fees for use of the harbor to a per foot of boat length; and

WHEREAS, the proposed rate amendment would change the calculation of fees from “per foot of boat length” to “per foot of boat length or stall size, whichever is greater”

Per Foot:	Annual Rate	\$1.91 (No change)
	Biannual Rate	\$2.32 (No change)
	Monthly Rate	\$2.95 (No change)
	Transient Rate	\$0.75 (No change)

Stall Rate:	50' Foot:	\$147.50 + Tax
	37.5' Foot:	\$110.63 + Tax
	32 Foot:	\$ 94.90 + Tax
	23 Foot:	\$ 67.85 + Tax
	17 Foot:	\$ 50.15 + Tax

WHEREAS, all Monthly, Biannual and Annual Rates are by contract with deposit and paid in advance; and

WHEREAS, the deposit on harbor stalls shall be set by length of the stall based on the monthly rate as follows:

Deposit Due: 50' Foot:	\$ 312.70
37.5' Foot:	\$ 234.53
32 Foot:	\$ 200.13
23 Foot:	\$ 143.84
17 Foot:	\$ 106.32

WHEREAS, the Monthly Rate shall be used for all contract cancellations, calculated from the date the contract was issued; and

WHEREAS, any use of the harbor facilities without a valid contract shall be calculated using the transient Rate; and

WHEREAS, the City of Thorne Bay does not have a set price for certain rental items, or misc. employee services and are hereby added to this resolution as follows:

Item Description: Rental of Tables and Chairs \$5.00 per week
(Deposit \$25, returned when tables and chairs are returned in good condition. \$5.00 includes up to 5 tables and 25 chairs)

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Thorne Bay amends 20-06-16-06-16-01 & 18-09-18-01; Fee and Rate Schedules for All Sales and Services with City Departments.

PASSED AND APPROVED April 6, 2021

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC

Administrative Fees		
Resolution 18-09-18-01-Adopting Administrative Fees for Harbor Changes		
Administration Fee	Admin Fee: Misc. Services Provided or Sold. Admin Fees charged at 25% of the Service/Product Cost.	25%
Advertising & Promotion	Any promotional items sold at @ cost + 25% Administrative Fee	Cost + 25%
Audio Recording	Fee charged for audio recordings of meetings. Includes time & CD.	15.00
Audio recording - CD	An audio recording by request.	15.00
Annual Halibut Charter Permit	Annual Charter Halibut Permit, area 2c 6 Angler	1,100.00
Copy	Fees for copies \$0.25 per page.	0.25
Fax	Send/receive: \$2.50 for the first page + \$1.25 for each additional page	2.50
*Fin Charge	Finance Charges on Overdue Balance	10.5%
Impound Storage	Impound Storage per day - set by code	2.00
Impoundment Fee	Fee for impoundment of vehicle + any incidental costs (such as towing) - set by code 10.12.020	250.00
Landing Fees	Landing Fees Associated with Sales Tax	10.00
Laborer	Labor Rate per hour + benefit hourly costs	Employee wages
Laminating - SMALL	Lamination: card size \$1.00/page + tax.	1.00
Laminating -Large	Full Page lamination - \$3.00 per page + tax	3.00
NSF Check Fee	Non-Sufficient Funds Check Fee	25.00
Notary (Standard)	Notary Service - \$5.00 for the 1 st Signing = \$3.00 each additional (+ tax)	5.00
Notary Escrow/Loans/Mortgage	Escrow/Loans/ Mortgage Notary: require additional services , printing, copying & scanning. \$100.00 flat rate (+tax)	100.00
Sales Tax - City	City Sales Tax	6.0%
Sales Tax Audit Income	Income from Tax Audit, invalid Sales Tax Exemptions	6.0%

Animal Fees - Admin and Finance		
Animal License-Not	License Fee for Un-Altered Animals	20.00
Animal License Neut.	License Fee for Neutered or Spayed Animals	10.00
Animal Tag Replacement	Replacement Tag Fee	5.00
Kennel Permit	Kennel Permit Application Fee	50.00
Animal Impound - First	First Impoundment in a twelve-month period	35.00
Animal Impoundment - Second	Second Impoundment in a twelve-month period	50.00
Animal Impoundment - Third	Third Impoundment in a twelve-month period	100.00
Shelter Fee	Daily Fee for sheltering animal	7.50
Shelter Fees - over 3 days	Daily fees after animal sheltered more than three days	2.50

ATV Fees		
Resolution 16-09-20-02		
ATV Flag	ATV Flag (Cost + 25% admin fee)	Cost+ 25%
ATV Inspection	ATV Inspection	25.00
ATV Re-inspection	Charge applied for any re-inspection of ATV (and any motorized vehicle categorized as such)	15.00
ATV tag replacement	Replacement of registration tag.	15.00
ATV Yearly Renewal	Annual Renewal of ATV tags (come into City Hall to pick up your new sticker)	25.00

EMS Fees
Removed in Resolution 18-09-04-

Equipment Rental		
Resolution 16-05-17-02		
All Equipment rentals must include a City Operator. Operator charge is separate from the rental rates. Rentals are contingent upon the availability of City Staff.		
Any other equipment rates that are not established herein, to be approved by City Administrator. If including operator, the cost of operator to be actual hourly rate plus all benefit at per hour rate.		
Equip. Rental: 10 Yd Dump Truck	Hourly Rates (Up to 5 hours) for 10 yrd Dump Truck	110.00
Equip. Rental: 10 Yd Dump Truck	Daily Rate (Over 5 hours) for 10 yrd Dump Truck	600.00
Equip. Rental: 5 Yard Dump Truck	Hourly Rates(Up to 5 hours) – 5yrd Dump Truck	100.00
Equip. Rental: 10 Yd Dump Truck	Daily Rate (Over 5 hours) for 5 yrd Dump Truck	550.00
Equip. Rental: Backhoe	Backhoe -- hourly	105.00
Compactor Rental	\$20.00 per hour	20.00
Excavator	\$140.00 per hour for rental of excavator	140.00
Grader	\$120.00 per hour for rental of Grader	120.00
Loader	\$110.00 per hour for rental of Loader	110.00
Pipe Threader	\$20.00 per hour	20.00
Plate	\$90.00 per day	90.00
Plow Personal Driveways	\$60.00 each (Dependent upon availability of City Staff to plow)	\$60.00
Pressure Washer	\$35.00 per day	35.00
Sewer Snake	\$50.00 per day	50.00
Tandem Axel Trailer	\$60.00 per day	60.00
Welder	\$150.00 per day.	150.00
Equip. Rental (grants)	Rate charged for rental of City Equipment for use on grant projects	110.00
Cut-off Saw		\$25.00
Equip. Rental: Chain Saw		\$25.00

Fire Fees		
Fire Rate Amendment History:		
Fire Fees - Alcohol or Drug	Fire where alcohol or drugs were a factor. This REQUIRES a Fire Marshall Report {09-01-20-01(D)}	1,000.00
Fire Fees - Boat Fire	Boat Fire {09-01-20-01(K)}	500.00
Fire Fees - Car Fire	Car Fire {09-01-20-01(I)}	200.00
Fire Fees - Careless Regard	Careless Regard for open burning resulting in Fire Dept being called out {09-01-20-01(A)}	500.00
Fire Fees - Careless Smoking	Careless Smoking resulting in fire {09-01-20-01(B)}	200.00
Fire Fees - Chimney Sweep	Chimney Sweep {09-01-20-01(G)}	100.00
Fire Fees - Control Burn w/Standby service	Control Burn with fire dept. standby {09-01-20-01(F)}	500.00
Fire Fees - Failure to Control	Failure to control or report a dangerous fire {09-01-20-01(C)}	200.00
Fire Fees - House Fire	Structure/House Fire {09-01-20-01(H)}	1,000.00
Fire Fees - Out of Control Burn	Out of control burning requiring fire engine response {09-01-20-01(E)}	1,000.00
Fire Works Permit	Permit Fee for Fireworks use other than July 4th or Dec 31st.	100.00

Harbor		
Harbor Rate Amendment History: Resolution 16-06-21-02 – Live aboard deposit rates Resolution 17-06-20-01 – Increased rates 5% Resolution 17-08-01-02 – Set an increase of 5% for three years (ending Sept 2020)		
Harbor rates are set at the rate (x) length of boat or size of the stall, whichever is greater.		
Boat Bailing	Fee for City Staff 'bailing' your boat	25.00
Boat Grid Fees daily	Boat Grid Use - daily rate. (Contracted harbor users will have free use of the grid for a max of 4 days per year)	1.00
Boat Launch Commercial	Commercial Boat Launch Fee (per Year)	350.00
Boat Launch Permit	Boat Launch Permit for the calendar year	25.00
Boat Launch Ramp Fee	Boat Launch Ramp Fee	5.00
Commuter Rate	Commuter Permit	50.00
Deposit	Harbor Deposit (two times monthly rate as charged per stall or boat size, whichever is greater - customer deposit not to exceed \$500) (Ordinance 18-09-18-03)	2xMonthly Rate
Maximum Deposit Charge	Deposits for city services shall not exceed \$500.00. (Ord. 18-12-04-01; prior ord.18-10-08-01; 18-09-18-03)	
DL - Annual Rate	Annual Contract at Davidson Landing (boat length x 12 x \$1.91) (Charged by boat length or stall size, whichever is greater)	1.91
DL - Monthly Moorage	Monthly Moorage at Davidson Landing (boat length x \$2.81) (Charged by boat length or stall size, whichever is greater)	2.95
DL - Six Month Contract	Six Month Moorage Contract at Davidson Landing (boat length times 6 times rate) (Charged by boat length or stall size, whichever is greater)	2.32

Floatplane - yearly	Annual rate for floatplane parking \$50.00 per month + tax	600.00
Floatplane Landing Fee	Enplaned Landing Fee (Landing @ DL or Main Harbor) \$ 10.00 per landing.	10.00
Floatplane month	Monthly Rate for Floatplane Parking \$70.00 per month + tax	70.00
Floatplane Semi-Annual	Semi - Annual Rate for Floatplane Parking: \$60.00 per month + tax	360.00
Floatplane transient fee	Floatplane Fee for Overnight Parking	5.00
Grid Water	Grid water usage (Ex. boat cleaning) w. out grid use. Non-potable water	7.00
Harbor Electric Transient Flat	Nightly Rate for transient moorage electricity use	12.00
Harbor Shower	Harbor Shower (coin operated)	0.00
Hoist	Harbor Hoist Use - hourly (+ tax)	18.87
Live-Aboard Deposit	Deposit required for harbor 'live-aboard'. (deposit is two times the monthly rate) (NOT TO EXCEED \$500.00)	2xMonthly Rate
Live-aboard fee	Live-aboard rate (Resolution 13-08-06-02) -To be set consistent with rates charged for City Utilities	
Main - Annual Rate	Annual Contract in Main Harbor (boat length times 12 times rate) (Charged by boat length or stall size, whichever is greater)	1.91
Main - Monthly Moorage	Monthly Moorage in Main Harbor (boat length times rate) (Charged by boat length or stall size, whichever is greater)	2.95
Main - Six Month Contract	Six Month Moorage Contract in Main Harbor (boat length times 6 times rate) (Charged by boat length or stall size, whichever is greater)	2.32
Transient Moorage	Transient Moorage, per foot, per night	0.75
Service Availability Fee	Service Availability Fee for a live-aboard to keep status.....(Ord. 18-05-01-01)	36.28
Pro-rated Harbor Contracts	Monthly Prorated Harbor Contracts may be granted only when used less than 10 days in any month.	

Land		
Land: Land Interest Charge	Land Interest Charge	13.0%
Land: Land Principal Payment	Land Principal Payment (set by contract)	

Library		
Library: Refundable Deposit	Refundable Deposit	20.00

Miscellaneous Income		
Resolution 14-09-02-02 – Adopted fees for Public Records Copying, Certifying, Searching, CD, or DVD records.		
City Flag	City Flag	18.87
Polo Shirt w/City Seal	Polo Shirt w/City Seal	34.91
POW Island Map	Prince of Wales Island Map	11.56
Public Records CD/DVD each	Electronic records provided on city CD/DVR	15.00

Public Records certified copy	Certified copies of public records. \$5.00 for each public record that is certified.	5.00
Public Records copying per page	Rate for public records. Must be paid prior to service	0.10
RV Water Sales	RV Water Sale - non-potable	7.00
RV Dump	RV Dump	7.00
Sweatshirt w/City Seal	Sweatshirt w/City Seal	37.74
T-Shirt w/City Seal	T-Shirt w/City Seal	18.87
Vest, Fleece w/City Seal	Fleece vest w/City Seal	42.45
RENTAL: TABLES/CHAIRS	RENTAL OF TABLES AND CHAIRS \$5.00 PER WEEK	5.00

Occupancy Tax		
Occupancy EMS/Fire	Occupancy EMS/FIRE	30%
Occupancy General	Occupancy General	10%
Occupancy Harbor	Occupancy Harbor	30%
Occupancy Tourism	Occupancy Tourism	20%
Occupancy Park Enhancement	Occupancy Parks Enhancement	10%

Parking		
(customer account total deposits not to exceed \$500, or other rate set forth by resolution)		
Park & Sell permit	Park & Sell Permit (good for 30 days)	30.00
Parking Deposit - over 20'	Deposit for items over 20' in length	2xMonthly Rate
Parking Deposit under 20'	Deposit for items under 20'	2xMonthly Rate
Parking-Sort Yard	Parking at Sort Yard	50.00
Parking Permit-mo. - up to 20 ft	Monthly Parking Permit up to 20ft	35.00
Parking permit mo. - over 20 ft	Monthly Parking Permit 21-40 feet. Over 40' requires special approval.	60.00

Passports		
(price set by Department of State)		
Passport Fees	Passport Fees	35.00
Passport Photos	Passport Photos	18.87

Rental		
Public Building Rental	Public Building Rentals: Bay Chalet Rental, Fire Hall Rental, Council Chamber Rental) \$35.00 + tax per day.	35.00

Rock Sales		
Resolution 16-05-17-02 adopted Material Rates		
<i>The City will sell material only when they believe there is an excess material that will not be used by the city in the future. Amounts will be limited to 20 yards per person/project per 12-month period unless being used within a public Right-of-Way on a road or path usable by the public (determined on a case-by-case basis).</i>		
Rock Sales	Rock Sales per yard	4.00
Rock Sales	Rock Sales per yard	6.00

Rock Sales: Crushed Material	Per Yard + crushing costs + road material costs.	11.00
Rock Sales: Crushed Material	Per Yard + crushing costs + road material costs.	13.00
Rock Sales: Fill Material	Fill Material per yard	8.00
Rock Sales: Fill Material	Fill Material per yard	10.00
Rock Sales: Structural Fill	Structural Fill per yard	11.00
Rock Sales: Structural Fill	Structural Fill per yard	13.00
Rock Sales: To Soil	Topsoil—per yard	9.00
Rock Sales: To Soil	Topsoil - per yard	11.00

RV Park		
Rate amendment resolution history here:		
Resolution 12-10-15-02		
(customer account total deposits not to exceed \$500, or other rate set forth by resolution)		
RV Park - daily	Daily Rate in RV Park	25.00
RV Park - monthly	Monthly Rate of space in RV Park.	250.00
RV Park - weekly	Weekly Rate in RV Park	150.00
RV Park Deposit - month	Monthly Rental Deposit (resolution 16.06.21.01)..(two times the monthly rate-Not to exceed \$500)	500.00
RV Park Deposit - wk / dy	Daily Rental Deposit (resolution 16.06.21.01)..(two times the daily rate)	2 x Daily Rate
RV Park Weekly Deposit	Weekly Rental deposit (resolution 16.06.21.01)..(Two times the weekly rate)	2 x Week Rate

Sales Tax - Quarterly		
Sales Tax - Late Payment Penalty	Late Payment Penalty - 6% - 15% - 25%	%
Occupancy Tax	4% Occupancy Tax	4%
Sales Tax Exemption Permit	Sales Tax Exemption Permit.	600.00
Senior Tax-Exempt Card	Senior Tax-Exempt Card	15.00
Senior Tax-Exempt Card: Senior Assistance Card	Senior Assistance Card: \$7.00 first Card, Replacement \$5.00	7.00
Senior Tax Replacement Card	Senior Tax Replacement Card	5.00

Service Fees		
Service Fee - Reconnect	Service Fee for Reconnection of water	25.00
Service Fee - Staff Dispatched	Service Fee - Staff dispatched	25.00
Service Fee - Utilities	Service Fee for reconnection of Utilities	100.00
Reconnection Fee - Solid Waste	Reconnection Fee when solid waste service temporarily shut-off by request of customer	10.00
Reconnection Fee - Sewer	Reconnection when sewer service temporarily shut-off by request of customer	10.00
Reconnection Fee - Water	Reconnection Fee when Water service temporarily shut-off by request of customer	10.00

Administrative Service Fee - Harbor Live-aboard	Reconnection Fee when "live-aboard" status is temporarily suspended by request of customer	30.00
---	--	-------

Sewer		
Sewer Rate Amendment History: Resolution 19-04-16-01 amended Sewer Pump-Out Treatment fees from \$0.10 to \$0.25 per gallon		
(customer account total deposits not to exceed \$500, or other rate set forth by resolution)		
Commercial Deposit	Commercial Deposit Required	2xMonthly Rate
Deposit - Sewer	Deposit for Sewer Service	2xMonthly Rate
Sewer Commercial	Commercial Sewer Rate	79.37
Sewer Prorate, Commercial	Commercial sewer prorated	2.65
Sewer Prorate, Residential	Residential Sewer Prorated	2.65
Sewer Prorate, Senior	Senior sewer prorated	1.33
Sewer Pump out Treatment Fee	Price per gallon for Sewage dump/truck pump out	0.25
Sewer Residential	Residential Sewer Monthly Rate	79.37
Sewer Senior Rate	Senior Sewer Rate	39.69

Solid Waste		
Solid Waste Rate Amendment History: Resolution 20-06-16-01 Lowered rate for dump sales from \$0.18 to \$0.10 and minimum dump charges from \$8.00 to 5.00 Resolution 13-03-05-01 – Increased dump rates from \$0.10 to \$0.18		
(customer account total deposits not to exceed \$500, or other rate set forth by resolution)		
Commercial Cans	Commercial Solid Waste rate for 2 cans	2xMonthly Rate
Commercial Dump Sale	Commercial Dump Sale per pound	0.10
Commercial Extra Can	Rate for Extra Can pick-up	18.00
Commercial Prorate	Commercial two cans prorated	1.37
Deposit - Solid Waste	Deposit for Solid Waste Service	2xMonthly Rate
Dumpster Comm. - 2xWk	Dumpster Rate 2 pick-ups/wk	284.00
Dumpster Comm. 1xWk	Dumpster Rate - 1 pick-up/wk	142.00
Residential Dump Sale	Residential Dump Sale per pound. (\$8.00+ tax up to 50 lbs. (min. charge) then .18 cents per pound + tax	0.10
Residential Garbage Extra Can	Extra Cans - Residential	18.00
Residential Garbage	Residential Garbage Monthly Rate	41.00
Residential Garbage Pro-Rated	Residential Garbage prorated	1.37
Scrap Metal	Scrap metal rate per pound	0.08
Senior Solid Waste	Senior Solid Waste Services Rate	20.50
Senior Solid Waste Prorate	Senior Solid Waste prorated	0.68
Tipping Fee	Tipping Fee	28.75
Vehicle Disposal	Vehicle Flat Rate Disposal Fee	52.00

Zoning Fees		
Resolution 16-09-20-01 & 15-12-15-02		
Conditional Use Permit	Conditional Use Permit Fee	50.00
Subdivision Application Fee	Subdivision Application Fee	50.00
Variance Application Fee	Variance Application Fee	50.00
Platting Application Fee	Platting Application Fee	50.00
Public Development Fee	Public Development Application Fee	25.00

Water Fees		
(customer account total deposits not to exceed \$500, or other rate set forth by resolution)		
Commercial Deposit	Commercial Account deposit required	2xMonthly Rate
Commercial Water - Excess	Commercial Water excess use per unit	15.00
Commercial Water - Metered,	Commercial Water Monthly rate - Metered	101.25
Commercial Water Prorated	Commercial Water Prorated	3.38
Deposit - Water	Deposit for Water Service	2xMonthly Rate
Drums - 55 gal.	Sur+ drums (cost + 25% admin fee)..	50.00
Residential Water - Metered	Residential Water Monthly rate - Metered	69.25
Residential Water Excess	Excess Residential Water per unit	15.00
Residential Water Pro-rated	Residential water prorated	2.31
Senior Water Pro-rated	Senior water prorated	1.16
Senior Water Rate	Senior water rate	34.63
Service Availability Fee	Service Availability Fee: charged during a temporary shut-off for stand-by and safety purposes	36.28
Water Sale Bulk	Bulk Water Sales per 1000 gallons - NOT RV fill up.	15.00



CITY OF THORNE BAY
RESOLUTION 21-04-06-05

A CITY RESOLUTION AUTHORIZING VILLAGE SAFE WATER (VSW) TRAVEL TO THORNE BAY
TO ADDRESS AND EVALUATE WASTEWATER COLLECTION SYSTEM DEFICIENCIES AND
UPDATE THE 2011 PRELIMINARY ENGINEERING REPORT

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

Whereas, the wastewater collection system infiltration causes wastewater flow to exceed 10 times the average daily wastewater production, and the lift stations are old and perform poorly, all of which threaten to undermine wastewater collection and treatment in Thorne Bay and poses a threat to the environment and the people of Thorne Bay; and

Whereas, the VSW project Safety Plan addresses COVID 19 including testing, personal protective equipment, and social distancing, which plan the project team shall comply with; and

Whereas, it is understood and believed that the VSW team shall conform to safety plan; and

Whereas, the project will rent housing with the means of isolation in the event that either or both members of the team should display Covid symptoms.

Now therefore be it resolved, that the VSW project team are authorized to travel to Thorne Bay for the purpose inspecting and evaluating infiltration mitigation measures.

PASSED AND APPROVED by the Thorne Bay City Council on this 6th day of April, 2021 by a quorum of the City Council by a vote of _____ yeas and _____ nays.

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC



CITY OF THORNE BAY
ORDINANCE 21-04-06-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE, ADDING CHAPTERS 9.06-
MARIJUANA ESTABLISHMENTS, SECTIONS 9.06.010-9.06.080

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

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 9 – Public Peace, Morals and Welfare, is hereby amended and Chapter 9.06 – Marijuana Establishments, Sections 9.06.010 Local regulatory authority, 9.06.020 Marijuana establishments prohibited, 9.06.025 Registration required, 9.06.030 Limits on number of marijuana establishments, 9.06.035 Hours of operation, 9.06.040 Identification requirement to prevent sale to person under 21, 9.06.050 Production of marijuana concentrates prohibited, 9.06.055 Prohibition on on-site consumption of marijuana, 9.06.060 Enforcement and inspection, 9.06.070 Definitions, 9.06.080 Penalties for violation, are hereby added to the Thorne Bay Municipal Code.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: April 06, 2021

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC

[Introduction Hearing: March 16, 2021]

[Public Hearing: April 6, 2021]

Chapter 9.06 MARIJUANA ESTABLISHMENTS

Sections:

9.06.010 Local regulatory authority.	2
9.06.020 Marijuana establishments prohibited.	2
9.06.025 Registration required.	3
9.06.030 Limits on number of marijuana establishments.	3
9.06.035 Hours of operation.	3
9.07.040 Identification requirement to prevent sale to person under 21.	3
9.06.050 Production of marijuana concentrates prohibited.	4
9.06.055 Prohibition on on-site consumption of marijuana.	4
9.06.060 Enforcement and inspection.	4
9.06.070 Definitions.	5
9.06.080 Penalties for violation.	5

9.06.010 Local regulatory authority.

- A. THE THORNE BAY CITY COUNCIL SHALL BE THE LOCAL REGULATING AUTHORITY RESPONSIBLE FOR PROCESSING APPLICATIONS SUBMITTED FOR A REGISTRATION TO OPERATE A MARIJUANA ESTABLISHMENT WITHIN THE BOUNDARIES OF THE LOCAL GOVERNMENT UNDER AS 17.38.110(C).
- B. COMPLETE COPIES OF APPLICATIONS REQUIRED BY THE MARIJUANA CONTROL BOARD FOR NEW LICENSES, LICENSE RENEWALS, CHANGES OF OWNERSHIP, AND TRANSFER OF LICENSES SHALL BE SUBMITTED BY THE LICENSE APPLICANT TO THE THORNE BAY CITY CLERK ON OR BEFORE THE SAME DAY THAT APPLICATIONS ARE SUBMITTED TO THE MARIJUANA CONTROL BOARD. THE CITY CLERK WILL PROVIDE FOR CITY COUNCIL AND CITY STAFF REVIEW OF THE APPLICATION AND COMMENT TO THE MARIJUANA CONTROL BOARD WITHIN THE TIME LIMITS SET BY THE BOARD.
- C. LICENSE APPLICATIONS SHALL BE REVIEWED BY THE THORNE BAY PLANNING OFFICIAL TO ENSURE COMPLIANCE WITH LOCAL ZONING CODE, DISTANCES FROM FACILITIES PROVIDED FOR IN 3 AAC 306.010(A), AND RELATED MUNICIPAL ORDINANCES. THE THORNE BAY PLANNING OFFICIAL WILL FORWARD COMMENTS ON EACH APPLICATION TO THE CITY CLERK FOR CITY COUNCIL REVIEW.
- D. LICENSE APPLICATIONS SHALL BE REVIEWED BY THE THORNE BAY LAW ENFORCEMENT OFFICER, AND COMMENTS WILL BE SENT TO THE CITY CLERK FOR CITY COUNCIL REVIEW. [ORD. 21-04-20-01]

9.06.020 MARIJUANA ESTABLISHMENTS PROHIBITED.

COMMERCIAL MARIJUANA CULTIVATION, COMMERCIAL MARIJUANA

MANUFACTURING, AND COMMERCIAL MARIJUANA TESTING FACILITIES, AS DEFINED, LICENSED, OR REGULATED BY THE ALASKA MARIJUANA CONTROL BOARD, ARE PROHIBITED. [ORD. 21-04-20-01]

9.06.025 REGISTRATION REQUIRED.

- A. ALL MARIJUANA ESTABLISHMENTS SHALL BE REGISTERED WITH THE CITY AS REQUIRED BY TBMC 3.17.065, AND BE COMPLIANT WITH TBMC TITLE 18-ZONING. A REGISTRATION MAY BE ISSUED ONLY WHEN:
1. A VALID LICENSE HAS BEEN ISSUED BY THE ALASKA MARIJUANA CONTROL BOARD; AND
 2. THE THORNE BAY PLANNING OFFICIAL CERTIFIES THAT THE PROPOSED MARIJUANA ESTABLISHMENT COMPLIES WITH TBMC TITLE 17. [ORD. 21-04-20-01]

9.06.030 LIMITS ON NUMBER OF MARIJUANA ESTABLISHMENTS.

- A. THERE SHALL BE A LIMIT ON THE NUMBER OF LICENSED RETAIL MARIJUANA STORES LOCATED WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF THORNE BAY AS FOLLOWS: 1. NO MORE THAN TWO LICENSED RETAIL MARIJUANA STORES. [ORD. 21-04-20-01]

9.06.035 HOURS OF OPERATION.

A LICENSED RETAIL MARIJUANA STORE MAY NOT CONDUCT ANY BUSINESS ON, OR ALLOW ANY CONSUMER TO ACCESS, THE RETAIL MARIJUANA STORE'S LICENSED PREMISES BETWEEN THE HOURS OF 3:00 A.M. AND 8:00 A.M. EACH DAY. [ORD. 21-04-20-01]

9.06.040 IDENTIFICATION REQUIREMENT TO PREVENT SALE TO PERSON UNDER 21.

- A. A LICENSED RETAIL MARIJUANA STORE SHALL REFUSE ENTRY INTO THE LICENSED PREMISES TO ANY PERSON FAILING TO PRODUCE A FORM OF VALID PHOTO IDENTIFICATION SHOWING THAT PERSON IS 21 YEARS OF AGE OR OLDER. A VALID FORM OF IDENTIFICATION INCLUDES:
1. AN UNEXPIRED, UNALTERED PASSPORT;
 2. AN UNEXPIRED, UNALTERED DRIVER'S LICENSE; INSTRUCTION PERMIT, OR IDENTIFICATION CARD OF ANY STATE OR TERRITORY OF THE UNITED STATES, THE DISTRICT OF COLUMBIA, OR A PROVINCE OF CANADA;
 3. AN IDENTIFICATION CARD ISSUED BY A FEDERAL OR STATE AGENCY AUTHORIZED TO ISSUE A DRIVER'S LICENSE OR IDENTIFICATION CARD.

- B. A LICENSED RETAIL MARIJUANA STORE SHALL REFUSE TO SELL MARIJUANA OR A MARIJUANA PRODUCT TO ANY PERSON WHO DOES NOT PRODUCE A FORM OF VALID PHOTO IDENTIFICATION SHOWING THAT PERSON IS 21 YEARS OF AGE OR OLDER. [ORD. 21-04-20-01]

9.06.050 PRODUCTION OF MARIJUANA CONCENTRATES PROHIBITED.

- A. NO PERSON MAY PRODUCE SOLVENT BASED MARIJUANA CONCENTRATE USING THE HYDROCARBONS N-BUTANE, ISOBUTENE, PROPANE, OR HEPTANE OR OTHER EXPLOSIVE OR CORROSIVE CHEMICALS, SOLVENTS, OR GASES.
- B. ANY VIOLATION OF THIS CHAPTER IS AN INFRACTION AND SHALL BE PUNISHED BY THE FINE ESTABLISHED IN TBMC 1.16.035 FOR VIOLATION OF TBMC 9.06.010.
- C. EACH DAY SUCH VIOLATION IS COMMITTED OR PERMITTED TO CONTINUE SHALL CONSTITUTE A SEPARATE OFFENSE AND SHALL BE PUNISHABLE AS SUCH HEREUNDER.
- D. IN THIS SECTION, "CONCENTRATE," "MARIJUANA CONCENTRATE," AND "MARIJUANA" HAVE THE MEANING GIVEN IN 3 AAC 306.990. [ORD. 21-04-20-01]

9.06.055 PROHIBITION ON ON-SITE CONSUMPTION OF MARIJUANA.

NO LICENSED RETAIL MARIJUANA STORE SHALL PERMIT CONSUMPTION OF MARIJUANA OR A MARIJUANA PRODUCT ON THE LICENSED PREMISES WITHIN THE CITY LIMITS OF THORNE BAY. A LICENSED RETAIL MARIJUANA STORE IS CONSIDERED A "PUBLIC PLACE" AS THE TERM IS USED IN TBMC 9.07.040. [ORD. 21-04-20-01]

9.06.060 ENFORCEMENT AND INSPECTION.

- A. THE CODE ENFORCEMENT OFFICER SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE, INCLUDING ALL CONDITIONS OF APPROVAL APPLIED BY STATE AND LOCAL REGULATORY AUTHORITIES, FOR MARIJUANA ESTABLISHMENTS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF THORNE BAY. THE THORNE BAY POLICE DEPARTMENT SHALL ASSIST THE CITY'S CODE ENFORCEMENT OFFICER IN THE COURSE OF INSPECTING MARIJUANA ESTABLISHMENTS, ENSURING COMPLIANCE WITH CONDITIONS OF APPROVAL, AND ISSUING CITATIONS FOR NONCOMPLIANCE OF ORDINANCES,

REGULATIONS, AND IMPOSED LICENSE, ZONING, AND REGISTRATION CONDITIONS.

- B. IT IS UNLAWFUL FOR ANY LICENSEE OR EMPLOYEE OF LICENSEE TO REFUSE A LAW ENFORCEMENT OFFICER, OR CODE ENFORCEMENT OFFICER, ACCESS TO AND INSPECTION OF ALL AREAS OF A LICENSED PREMISE. [ORD. 21-04-20-01]

9.06.070 DEFINITIONS.

IN THIS SECTION:

“CONCENTRATE” OR “MARIJUANA CONCENTRATE” HAS THE MEANING GIVEN IN 3 AAC 306.990.

“MARIJUANA” AND “MARIJUANA PRODUCTS” HAS THE MEANING GIVEN IN AS 17.38.900.

“MARIJUANA ESTABLISHMENT” AND “LICENSED PREMISES” MEANS A COMMERCIAL MARIJUANA RETAIL, CULTIVATION, PRODUCT MANUFACTURING, OR TESTING FACILITY LICENSED BY THE STATE OF ALASKA UNDER AS 17.38 AND 3 AAC 306.

“THC” HAS THE MEANING GIVEN IN 3 AAC 306.990.

“THC-BEARING” MEANS ANY PRODUCT CONTAINING AN AMOUNT EQUAL TO OR GREATER THAN 0.01 MILLIGRAMS OF THC PER GRAM OF PRODUCT, OR 0.001 PERCENT THC CONCENTRATE. [ORD. 21-04-20-01]

9.06.080 PENALTIES FOR VIOLATION.

ANY VIOLATION OF THIS CHAPTER IS AN INFRACTION AND SHALL BE PUNISHED BY THE FINE ESTABLISHED IN TBMC 1.16.035 FOR VIOLATION OF TBMC 9.07.010. [ORD. 21-04-20-01]



CITY OF THORNE BAY
ORDINANCE 21-04-06-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 9 – PUBLIC PEACE, MORALS AND WELFARE, ADDING CHAPTER 9.07 –
CONTROLLED SUBSTANCES, SECTIONS 9.07.010-9.07.040

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

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 9 – Public Peace, Morals and Welfare, is hereby amended and Chapter 9.07- Controlled Substances, Sections 9.07.010 Misconduct involving a controlled substance in the sixth degree, 9.07.020 Misconduct involving a controlled substance in the seventh degree, 9.07.030 Schedules of controlled substances, and 9.07.040 Consuming marijuana in a public place, are hereby added to the Thorne Bay Municipal Code.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: April 6, 2021

Cindy Edenfield, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction Hearing: March 16, 2021]
[Public Hearing: April 6, 2021]

CHAPTER 9.07 CONTROLLED SUBSTANCES

Sections:

9.07.010 MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SIXTH DEGREE.....	2
9.07.020 MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SEVENTH DEGREE.....	3
9.07.030 SCHEDULES OF CONTROLLED SUBSTANCES.....	3
9.07.040 CONSUMING MARIJUANA IN A PUBLIC PLACE.....	3

9.07.010 MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SIXTH DEGREE.

EXCEPT AS AUTHORIZED IN AS CHAPTER 17.30, A PERSON COMMITS THE CRIME OF MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SIXTH DEGREE IF THE PERSON:

- A. USES OR DISPLAYS ANY AMOUNT OF A SCHEDULE VIA CONTROLLED SUBSTANCE OR POSSESSES ONE OR MORE PREPARATIONS, COMPOUNDS, MIXTURES, OR SUBSTANCES OF AN AGGREGATE WEIGHT OF ONE OUNCE OR MORE CONTAINING A SCHEDULE VIA CONTROLLED SUBSTANCE ON A PUBLIC STREET OR SIDEWALK OR ON THE PREMISES OF A PUBLIC CARRIER OR BUSINESS ESTABLISHMENT OR IN ANY OTHER PUBLIC PLACE;
 - B. KNOWINGLY POSSESSES ANY AMOUNT OF A SCHEDULE VIA CONTROLLED SUBSTANCE WITHIN THE IMMEDIATE CONTROL OF THAT PERSON WHILE OPERATING A PROPELLED VEHICLE;
 - C. BEING UNDER 19 YEARS OF AGE, POSSESSES ONE OR MORE PREPARATIONS, COMPOUNDS, MIXTURES, OR SUBSTANCES OF AN AGGREGATE WEIGHT OF LESS THAN FOUR OUNCES CONTAINING A SCHEDULE VIA CONTROLLED SUBSTANCE;
 - D. POSSESSES ONE OR MORE PREPARATIONS, COMPOUNDS, MIXTURES, OR SUBSTANCES OF AN AGGREGATE WEIGHT OF FOUR OUNCES OR MORE CONTAINING A SCHEDULE VIA CONTROLLED SUBSTANCE; OR E. REFUSES ENTRY INTO A PREMISES FOR AN INSPECTION AUTHORIZED UNDER AS CHAPTER 17.30.
- [ORD. 21-04-20-01]

9.07.020 MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SEVENTH DEGREE.

EXCEPT AS AUTHORIZED IN AS CHAPTER 17.30, A PERSON COMMITS THE OFFENSE OF MISCONDUCT INVOLVING A CONTROLLED SUBSTANCE IN THE SEVENTH DEGREE IF THE PERSON:

- A. MANUFACTURES OR DELIVERS, OR POSSESSES WITH THE INTENT TO MANUFACTURE OR DELIVER, ONE OR MORE PREPARATIONS, COMPOUNDS, MIXTURES, OR SUBSTANCES OF AN AGGREGATE WEIGHT OF LESS THAN ONE-HALF OUNCE OF A SCHEDULE VIA CONTROLLED SUBSTANCE; OR
- B. POSSESSES ONE OR MORE PREPARATIONS, COMPOUNDS, MIXTURES, OR SUBSTANCES OF AN AGGREGATE WEIGHT OF LESS THAN ONE OUNCE CONTAINING A SCHEDULE VIA CONTROLLED SUBSTANCE ON A PUBLIC STREET OR SIDEWALK OR ON THE PREMISES OF A PUBLIC CARRIER OR BUSINESS ESTABLISHMENT OR IN ANY OTHER PUBLIC PLACE. [ORD. 21-04-20-01]

9.07.030 SCHEDULES OF CONTROLLED SUBSTANCES.

CONTROLLED SUBSTANCES REFERRED TO HEREIN BY SCHEDULE NUMBER ARE THE SAME AS THOSE IDENTIFIED BY THE CORRESPONDING SCHEDULE NUMBERS IN AS 11.71.140 THROUGH 11.71.190. [ORD. 21-04-20-01]

9.07.040 CONSUMING MARIJUANA IN A PUBLIC PLACE.

- A. IT IS UNLAWFUL FOR ANY PERSON TO KNOWINGLY CONSUME MARIJUANA WHEN THE PERSON IS:
 - 1. ON, IN OR UPON ANY PUBLIC PLACE, EXCEPT AS PERMITTED BY ORDINANCE, REGULATION, STATUTE OR PERMIT; OR
 - 2. OUTDOORS ON PROPERTY ADJACENT TO A PUBLIC PLACE, AND WITHOUT CONSENT OF THE OWNER OR PERSON IN CONTROL THEREOF.

C. FOR PURPOSES OF THIS SECTION, THE DEFINITIONS OF THE WORDS AND PHRASES BELOW SHALL APPLY:

1. "CONSUME" SHALL HAVE THE MEANING, IN ALL CONJUGATE FORMS, OF "CONSUMPTION" SET FORTH IN AS 17.38.900.
2. "MARIJUANA" SHALL HAVE THE MEANING SET FORTH IN AS 17.38.900.
3. "PUBLIC PLACE" MEANS A PLACE TO WHICH THE PUBLIC OR A SUBSTANTIAL GROUP OF PERSONS HAS ACCESS AND INCLUDES, BUT IS NOT LIMITED TO: STREETS AND HIGHWAYS; MOTORIZED VEHICLES OCCUPYING STREETS, HIGHWAYS OR OTHER PUBLIC PLACES; SIDEWALKS; ALLEYS; TRANSPORTATION FACILITIES; PARKING AREAS; CONVENTION CENTERS; SPORTS ARENAS; SCHOOLS; PLACES OF BUSINESS OR AMUSEMENT; SHOPPING CENTERS; MALLS; PARKS; PLAYGROUNDS; JAILS; AND HALLWAYS, LOBBIES, DOORWAYS AND OTHER PORTIONS OF APARTMENT HOUSES AND HOTELS NOT CONSTITUTING ROOMS OR APARTMENTS DESIGNED FOR ACTUAL RESIDENCE.



CITY OF THORNE BAY
ORDINANCE 21-04-06-03

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 1 – GENERAL PROVISIONS, CHAPTER 1.16 – GENERAL PENALTY,
SECTION 1.16.035-MINOR OFFENSE FINE SCHEDULE, ADDING FINES FOR VIOLATION OF
CHAPTER 9.07-CONTROLLED SUBSTANCES

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

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 1 – General Provisions, Chapter 1.16-General Penalty, Section 1.16.035-Minor Offense Fine Schedule, is hereby added to the Thorne Bay Municipal Code.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: April 6, 2021

Cindy Edenfield, Mayor

ATTEST:

Teri Feibel, CMC

[Introduction Hearing: March 16, 2021]

[Public Hearing: April 6, 2021]

Chapter 1.16 GENERAL PENALTY

Section:

1.16.035 MINOR OFFENSE FINE SCHEDULE

TITLE 9-PUBLIC PEACE MORALS AND WELFARE				
ORDINANCE #	ORDINANCE DESCRIPTION	OFFENSE APPEARANCE TYPE:	FINE SCHEDULE AMOUNT	MAXIMUM FINE FOR MANDATORY
TBMC 9.07.010	Misconduct Involving a Controlled Substance Sixth Degree - 1ST+ OFF	OPTION	\$150.00	
TBMC 9.07.020	Misconduct Involving a Controlled Substance Seventh Degree - 1ST+ OFF	OPTION	\$150.00	
TBMC 9.07.040 (A)(1)	Consuming Marijuana in Public Place - 1ST+ OFF	OPTION	\$150.00	
TBMC 9.07.040 (A)(2)	Consuming Marijuana Outdoors Adjacent to a Public Place - 1ST+ OFF	OPTION	\$150.00	



CITY OF THORNE BAY
ORDINANCE 21-04-06-05

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
AMENDING TITLE 2 – ADMINISTRATION AND PERSONNEL, CHAPTERS 2.04 -CITY COUNCIL,
SECTIONS 2.04.115, RULES OF ORDER, 2.04.180, MEETINGS, ORDER OF BUSINESS,
2.04.210-MOTIONS SECOND REQUIRED, AND SECTION 2.04.055 SUSPENSION OF THE
RULES

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

- Section 1. Classification. This ordinance is of a general and permanent nature, the chapter and section hereby amended shall be added to the Thorne Bay Municipal Code.
- Section 2. Severability. If any provisions of this ordinance or any application thereof to any person or circumstances is held invalid, the circumstances shall not be affected thereby.
- Section 3. Amendment of Section. The title and chapter of Title 2 – Administration and Personnel, Chapters 2.04 -City Council, Sections 2.04.115, Rules Of Order, 2.04.180, Meetings, Order Of Business, 2.04.210-Motions Second Required, and Section 2.04.055 Suspension Of **THE RULES**, are hereby added to the Thorne Bay Municipal Code.
- Section 4. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED: April 06, 2021

ATTEST:

Cindy Edenfield, Mayor

Teri Feibel, CMC

[Introduction Hearing: March 16, 2021]
[Public Hearing: April 6, 2021]

City Council Meetings Order of Business

CHAPTER 2.04 - CITY COUNCIL.....	2
2.04.115 RULES OF ORDER.....	2
2.04.180 MEETINGS-ORDER OF BUSINESS.....	2
2.04.210 MEETINGS-MOTIONS-SECOND REQUIRED.....	5
2.04.055 SUSPENSION OF THE RULES.....	5

CHAPTER 2.04 - CITY COUNCIL

2.04.115 RULES OF ORDER

The most recent edition of Robert’s Rules of Order Newly Revised is adopted and made part of these rules of procedure and governs the conduct of meetings of the Council except as otherwise provided by the Thorne Bay Municipal Code, these rules of procedure, or the Alaska Statutes.

2.04.180 MEETINGS-ORDER OF BUSINESS.

~~THE ORDER OF BUSINESS FOR REGULAR MEETINGS OF THE CITY SHALL BE AS PRESCRIBED BY THE CITY CLERK AND APPROVED BY THE CITY COUNCIL. (ORD. 92-08§ 5,1992)~~

AT ALL REGULAR MEETINGS OF THE COUNCIL, THE ORDER OF BUSINESS SHALL BE:

A. CALL TO ORDER.

THE MAYOR OR PRESIDING OFFICER SHALL CALL THE MEETING TO ORDER AND STATE THE DATE AND TIME OF THE MEETING FOR THE RECORD.

IF A WORKSHOP IS SCHEDULED PRECEDING THE REGULAR COUNCIL MEETING, PUBLICATION SHALL BE MADE ON THE WEBSITE AND POSTED AT CITY HALL AND THE POST OFFICE THAT THE WORKSHOP WILL BE HELD AND STATE THE DATE AND TIME OF THE MEETING.

B. PLEDGE OF ALLEGIANCE.

C. CEREMONIAL MATTERS – OATH OF OFFICES

D. ROLL CALL.

E. APPROVAL OF THE AGENDA.

F. ADMINISTRATIVE REPORTS

ADMINISTRATIVE REPORTS ARE PROVIDED AT EACH MEETING OF THE CITY COUNCIL. THE COUNCIL MAY ASK CLARIFICATION QUESTIONS OF THE ADMINISTRATOR BUT SHALL NOT ENTER INTO ANY DEBATE.

G. DEPARTMENT REPORTS.

DEPARTMENT REPORTS ARE PROVIDED AT THE SECOND MEETING OF EVERY MONTH FOR EACH DEPARTMENT OF THE CITY.

- **DEPARTMENT REPORTS**

- HARBOR
- WATER
- SOLID WASTE
- VPSO REPORTS
- EMS REPORT
- FIRE REPORT

H. MAYOR AND COUNCIL COMMENTS.

THIS AGENDA ITEM IS RESERVED FOR THE MAYOR AND COUNCIL TO PROVIDE REPORTS OR COMMENTS AND TO INTRODUCE ITEMS NOT PREVIOUSLY ON THE AGENDA WHICH NEED TO BE BROUGHT TO THE ATTENTION OF THE ENTIRE COUNCIL OR THE STAFF. COUNCIL MEMBERS MAY HOLD LIMITED DISCUSSION ON THESE TOPICS OR ASK THE CITY ADMINISTRATOR OR THE CITY CLERK FOR CLARIFYING INFORMATION.

BY MAJORITY CONSENT OF THE COUNCIL, THE MAYOR OR COUNCIL MAY GIVE DIRECTION TO THE CITY ADMINISTRATOR OR THE CITY CLERK TO ADD AN ITEM FOR CONSIDERATION FOR THE NEXT REGULAR COUNCIL MEETING. OTHER THAN AS DESCRIBED IN THIS SUBSECTION, NO ACTION MAY BE TAKEN BY THE COUNCIL UNDER THIS AGENDA ITEM.

THE COUNCIL SHALL RESPECTIVELY ADDRESS THE MAYOR WHEN REQUESTING TO SPEAK PER THE THORNE BAY MUNICIPAL CODE 2.04.200.

I. PUBLIC COMMENTS.

THIS IS THE OPPORTUNITY FOR THE PUBLIC TO SPEAK IN REFERENCE TO ITEMS ON THE AGENDA-IF NO ONE WANTS TO SPEAK IN REFERENCE TO ITEMS ON THE AGENDA THEN OPEN TO GENERAL COMMENTS.

THE CITY COUNCIL ENCOURAGES PUBLIC PARTICIPATION IN THE DECISION-MAKING PROCESS AND APPRECIATES WHEN RESIDENTS BRING ISSUES OF COMMUNITY CONCERN TO THEIR ATTENTION. COMMENTS ARE LIMITED TO NO MORE THAN **3 MINUTES PER SPEAKER**, BUT THAT TIME LIMIT MAY BE REDUCED AT THE MAYOR'S DISCRETION IF THERE ARE NUMEROUS SPEAKERS ON A PARTICULAR ITEM.

J. CONFLICT OF INTEREST.

THE PURPOSE OF THIS AGENDA ITEM IS TO PROVIDE A TIME FOR ANY CONFLICT-OF-INTEREST DISCLOSURES AND DETERMINATIONS ON SUCH DISCLOSURES BY THE MAYOR, AS MAY BE NECESSARY.

K. CONSENT AGENDA.

THE CONSENT AGENDA CONSISTS OF MATTERS THAT ARE ROUTINE IN NATURE, SUCH AS MINUTES, BUDGETED AGREEMENTS AND RESOLUTIONS. THEY ARE APPROVED UNDER ONE BLANKET MOTION, WITH THE EXCEPTION OF ITEMS THAT ARE PULLED OFF BY COUNCILMEMBERS FOR DISCUSSION. THOSE ITEMS ARE CONSIDERED SEPARATELY AFTER THE CONSENT AGENDA IS APPROVED.

L. PUBLIC HEARING AND PUBLIC PARTICIPATION ON AGENDA ITEMS.

PUBLIC HEARINGS ARE REQUIRED ON CERTAIN AGENDA ITEMS, INCLUDING ORDINANCES. AN OPPORTUNITY FOR PUBLIC PARTICIPATION WILL BE ALLOWED ON ALL OTHER AGENDA ITEMS OTHER THAN APPEALS. PERSONS WISHING TO BE HEARD WILL BE RECOGNIZED BY THE MAYOR TO SPEAK FOLLOWING ANY ADMINISTRATIVE OR COMMITTEE DISCUSSION ON THE ITEM. ADDITIONAL RULES ON THE CONDUCT OF PUBLIC HEARINGS AND PUBLIC PARTICIPATION ON AGENDA ITEMS ARE SET OUT IN THE POLICIES AND PROCEDURES OF CITY COUNCIL MEETINGS MANUAL, FOUND ON THE CITY WEBSITE OR OBTAIN A COPY BY REQUEST TO THE CITY CLERK.

M. UNFINISHED BUSINESS.

THIS AGENDA ITEM INCLUDES UNFINISHED MATTERS TRANSFERRED FROM PREVIOUS MEETINGS AND OTHER ITEMS OF UNFINISHED BUSINESS.

N. NEW BUSINESS.

THIS AGENDA ITEM INCLUDES ITEMS NOT PREVIOUSLY ADDRESSED BY THE COUNCIL, AND ITEMS MOVED FROM THE CONSENT AGENDA DURING A MEETING.

O. EXECUTIVE SESSION.

THE PROCEDURE FOR EXECUTIVE SESSION IS SET OUT IN TBMC 2.04.160.

P. FINAL COUNCIL COMMENTS

Q. FINAL PUBLIC COMMENTS.

R. ADJOURNMENT.

2.04.210 Meetings-Motions-Second required.

UNTIL A MATTER HAS BEEN BROUGHT BEFORE THE COUNCIL IN THE FORM OF A MOTION PROPOSING A SPECIFIC ACTION, IT CANNOT BE DEBATED. All motions shall require a second, unless otherwise provided by special rule. (Prior code Ch. 7 § 5)

2.04.055 SUSPENSION OF THE RULES

THE RULES OF ORDER AND THE ORDER OF BUSINESS SHALL BE OBSERVED IN ALL CASES UNLESS TEMPORARILY SUSPENDED FOR A SPECIAL PURPOSE BY VOTE OF THE MAJORITY OF THE COUNCIL PRESENT.