

AGENDA

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

MONDAY, November 8, 2021,

TIME: 6:30 p.m.

THERE WILL BE A WORKSHOP OF THE CITY COUNCIL PRECEDING THE MEETING AT 6:00 PM

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE

Phone Number: **1-408-418-9388**

Meeting Weblink:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=mb197e75900a417b1aa9813dd722be2b4>

Meeting number (access code): **2552 055 6467**

Meeting password: **MKfaMAEg584** (65326234 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:
- 10) NEW BUSINESS:
 - a) Resolution 21-11-08-01, certifying the results of the Mayoral Election held on November 2nd, 2021, discussion and action item:
 - b) Resolution 21-11-08-02, authorizing the renewal of SISD Lease of City owned tidelands, for placement and operations of a restaurant, discussion and action item:
 - c) Resolution 21-11-08-03, amending the authorized signers for the City of Thorne Bay's First Bank and Tongass Federal Checking Accounts, and the EMS Checking account signers, discussion and action item:
 - d) Resolution 21-11-08-04, authorizing a 6-month extension for rental space within the RV Park to Lognroad Construction, discussion and action item:
 - e) Resolution 21-11-08-05, authorizing Mayor, Administrator or Designee to establish an application procedure for requesting financial waivers for costs associated with disposal of materials and debris resulting from accidental fire damages to residential homes or commercial buildings
 - f) Review and discussion of the request for amendment to the Thorne Bay Municipal Code Section 17.04.034-Greentree Heights Residential Zone, Subsection 17.04.034 (d) Development Standards, Section (12) Potable water supply, discussion item:

Any action taken on this item would be to direct the City Clerk to draft an ordinance proposing an amendment to the code and notify surrounding property owners of proposed amendment as outlined in TBMC 17.04.046-Amendments to Zoning including

11) ORDINANCE FOR INTRODUCTION:

- a) Ordinance 21-11-16-01, amending Title 3-Revenue and Finance, Chapter 3.17-Consumer Sales Tax, Section 3.17.080-Penalty and Interest on Delinquent Taxes, discussion and action item:
- b) Ordinance 21-12-16-02, amending Title 13-Utilities, Chapters 13.14-Sewage Service Rates, 13.52-Discontinuance of Water Service, and 13.70-Solid Waste Services, discussion and action item:

12) EXPENDITURES EXCEEDING \$2,000.00:

- a) Authorizing the expense of \$9,850.00, for repairs to electrical wiring and conduit which supplies the power needed to run the city baler in the Solid Waste department, to First City Electric, discussion and action item:
- b) Authorizing the expense of approximately \$3,500.00, for parts and supplies to repair Ambulance, discussion and action item:
- c) Amending the authorization for the purchase of a pull behind mower to authorize purchase of a DR Field and Brush Mower, in the amount of \$ 3,199.99, discussion and action item:
- d) Authorizing the expense of \$3,702.87, to H.D. Fowler for the purchase of waterline valves, discussion and action item:

13) CONTINUATION OF PUBLIC COMMENT:

14) CONTINUATION OF COUNCIL COMMENT:

15) ADJOURNMENT:

POSTED: November 5, 2021

JOIN BY WEBEX – ONLINE VIDEO/TELECONFERENCING

Regular City Council Meeting

Monday, November 8th, 2021, 6:30 pm

Meeting Link:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=mb197e75900a417b1aa9813dd722be2b4>

Meeting number: 2552 055 6467

Password: MKfaMAEg584 (65326234 from phones and video systems)

Join by video system

Dial 25520556467@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 2552 055 6467

JOIN US IN PERSON AT CITY HALL COUNCIL CHAMBERS

120 FREEMAN DRIVE, THORNE BAY, AK 99919

The City Council is opened their meetings back up to the public.

Join us in person OR online using Cisco WebEx or by calling in.

We will also hold a workshop prior to beginning the city council meeting. If you wish to discuss items that are not on the agenda and have more open dialog with your councilmember, this is the time to do so.



**RESOLUTION 21-11-08-01
CITY OF THORNE BAY**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY CERTIFYING THE ELECTION RESULTS AND ALL PROCEEDINGS IN THE NOVEMBER 2, 2021, MAYORAL ELECTION

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

WHEREAS, the City held a Mayoral Election on November 2, 2021, electing a mayor for a two-year term, or remainder of the seat term, whichever is less; and

WHEREAS, Lee Burger was elected to the office of Mayor with a vote of 69 of 122 total votes counted; and

WHEREAS, the City Council received from the City Clerk, a Canvass Report and Certificate of Results of the Mayoral Election (“Certificate of Election”); and

WHEREAS, there were a total of one hundred and twenty-three (123) votes cast during the November Mayoral Elections, of those, there was one (1) questioned ballot cast and was not counted, for a total of one hundred and twenty-two (122) votes counted in the Mayoral Municipal Election November 2, 2021.

NOW, THEREFORE, the city council of the City of Thorne Bay does hereby find, determine and certify as follows:

Section 1. That the minutes of the November 8th, 2021, Council Meeting, reflect that the City Council certified the Mayoral Election Results, reflecting a total of 123 votes cast with 122 of those votes counted and reflected in the Certificate of the Election.

Section 2. That all proceedings in connection with the Mayoral Municipal Election have been accomplished according to law and the City Clerk is, hereby authorized and directed to deliver, or arrange for delivery of, a copy of the Certificate of Election to the Mayor.

PASSED and ADOPTED this 8th day of November 2021, by a duly constituted quorum of the City Council for the City of Thorne Bay, Alaska.

ATTEST:

Lee Burger, Mayor

Teri Feibel, CMC



**CITY OF THORNE BAY
RESOLUTION 21-11-08-02**

Sponsor: Lee Burger
Introduction: November 8, 2021
Adopted On: _____
Vote: ___ Yeas, ___ Nays, ___ Absent

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF SHORT-TERM LEASE WITH SOUTHEAST ISLAND SCHOOL DISTRICT (SISD) FOR LEASE OF CITY OWNED TIDELANDS LOCATED AT 1212 (B) SHORELINE DRIVE, FOR THE PURPOSES OF OPERATING A RESTAURANT

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

WHEREAS, the current lease between Southeast Island School District and the City expired on October 31, 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, Southeast Island School District entered into a short-term lease with the City of Thorne Bay on October 31, 2014, and has remained in good standing with the agreement; and

WHEREAS, it is in the City's best interest to retain Southeast Island School District as a "renter" under the terms of a 5-year short-term lease.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the renewal of a noncompetitive short-term lease, effective November 1, 2021, through October 31, 2022, for the rental of city owned lands located at 1212 (b), Shoreline Drive, for the placement of a modular building that is used for operating a restaurant.

PASSED AND APPROVED this 8th day of November 2021, by a duly constituted quorum of the City Council with a vote of ___ yeah and ___ nays.

ATTEST

Lee Burger, Mayor

Teri Feibel, CMC

**LEASE AGREEMENTS BETWEEN
THE CITY OF THORNE BAY & SOUTHEAST ISLAND SCHOOL DISTRICT (SISD)
FOR LEASE OF CITY OWNED TIDELANDS**

THIS AGREEMENT of Lease is made effective this 1st day of **November 1, 2021**, by and between the City of Thorne Bay, an Alaska municipal corporation, P.O. Box 19110, Thorne Bay, Alaska 99919 (hereinafter called the City or Lessor), and Southeast Island School District (SISD) of PO Box 19569, Alaska 99919, hereinafter referred to as (Lessee).

1. **Leased Premises.** The City of Thorne Bay hereby leases to Lessee the following described municipal land ("Premises"), situated in the City of Thorne Bay, First Judicial District, State of Alaska, described as follows:
 - a. City owned municipal land, located easterly of the City owned boat launch facility as shown on the attached map within the corporate boundaries of the City of Thorne Bay.
 - b. In additions to the terms and conditions contained in all of the sections of this Lease, the provisions of Title 2, Article III of the Thorne Bay Municipal Code shall apply to the terms and conditions of this Lease Agreement unless otherwise amended in this Lease.
2. **Term.** The term of this Lease shall be for a **one (1) year term** commencing **November 1, 2021 and terminating October 31, 2022**. The lease shall terminate automatically on the expiration of the first year, unless the Lessor and Lessee have executed a new lease for a new term or agreed to an extension of this lease in writing. Absent an approved Lease Agreement, the Lessee shall vacate the Premises on or before the ending date of this Lease Agreement by removing all structures thereon. If the City and Lessee enter a new lease, or an extension of this Lease, the monthly lease 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.
3. **Occupancy.** Lessee was granted occupancy of the Premises on or about October 31, 2014. Lessee will be granted continued occupancy of premises upon signature of this lease renewal.
4. **Rent.** This is a triple-net Lease with Lessee responsible for rent and taxes as defined herein. Lessee agrees to pay to Lessor rent, on or before the first day of each calendar month, payable to Lessor and mailed to City of Thorne Bay, PO Box 99110, Thorne Bay, Alaska 99919. Payments received after the 10th day of the month will be subject to a 10% late charge.
 - a) **Rental Rate.** Lessor will pay rent at the rate of \$300.00 per month, for the months of June 2021, through October 31, 2021.
 - b) **Reduced Rental Rate:** Lessor will pay a reduced rental rate of \$150.00 per month, for the months of November 2021, through May 31, 2022
5. **Purchase.** Lessee is the owner of the modular building and equipment, personal property, and inventory.
6. **Annual Rent Adjustment.** The parties agree that if the Lessor and Lessee execute a new lease for a new term or agreed to an extension of this lease in writing the monthly rent shall be subject to adjustment mutually agreed upon by both parties. Under no circumstances shall the rental price be decreased from the amount charged at the outset of this Lease until the rent amount charged at the outset of this Lease has been paid for twelve (12) months.
7. **Sales and Property Taxes.**
 - a. Lessee shall pay, in addition to the rentals specified in Paragraph 4 above, any sums required to be paid under the sales tax, personal property tax, special assessments and/or real property laws that may be in force from time to time within the City of Thorne Bay, Alaska. The amounts for sales tax, special assessments and personal property taxes shall be payable at least ten (10) days

prior to delinquency. Proof of the payment of Sales Taxes shall be provided to the Lessor on a monthly basis. Real property taxes for the year [insert year] on [insert year] actual taxable amount shall be prorated monthly over a nine-month period with one ninth of the annual estimated real property taxes paid by Lessee to Lessor at the time Lessee makes its monthly rent payments for May through September [insert date]. If the real property taxes for [insert date] are increased above the [insert date] real property taxes assessed by the City of Thorne Bay, once the new tax assessment has been determined Lessee will make arrangements with Lessor to increase the required prorate monthly payment to assure that the total real property tax payment has been paid to Lessor by September 1st of the following year to assure that Lessor has received from Lessee the required annual real property tax payment. Thereafter the property taxes will be prorated over a twelve-month period based on projected property taxes due and owing. Nonpayment of sales taxes, assessments and/or real property taxes shall be enforceable in the same manner as nonpayment of rent.

- b. Lessee shall be responsible for and pay all personal property taxes applicable to the personal property owned by Lessee and located on the leased Premises.
8. **Deposits.** Lessee shall deposit with the City an amount equal to N/A. Upon termination of the Lease the Lessee shall vacate the premise leaving it in the same clean condition as presented at the time the Lease was entered. If the Premises are in need of cleaning, repairs or the Lessee is in default in payments the deposit shall be used to offset such costs. In the event the Premises are clean and in need of no repairs the deposit will be refunded in full.
9. **Use.** Lessee shall use the leased premises for the purposed of maintaining and operating a restaurant owned by the Southeast Island School District with indoor and outdoor seating open to the general public. Uses to also include other structures or facilities added to or adjacent to the restaurant for the purpose of display or sale of items associated with Southeast Island School District, or the maintaining and operating of the restaurant. The leased premises shall not be used for any other purposes without the prior written consent of Lessor.
10. **Permits and Compliance with Law.** Lessee shall obtain all necessary local, state and federal permits necessary for the operation of Lessee'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 and a default of the Lease Agreement resulting in the Lessor's option to terminate the Lease Agreement, in the sole discretion of the Lessor. Upon termination due to a breach or default under this section, the Lessee shall vacate the premise immediately.
11. **Acceptance of the Leased Property by Lessee.** Lessee acknowledges that it/he/she has thoroughly examined the leased premises. Lessee accepts the leased premises in their "AS IS" condition. The Lessor shall not be required to perform any work to prepare leased premises for the Lessee. Lessee's taking possession of leased premises shall be conclusive evidence against the Lessee that, at the time possession was taken, leased premises were in good and satisfactory condition. Lessee has not relied upon any representations or statements of the Lessor or its representatives or agents regarding the condition of leased premises or their suitability for Lessee's uses under this Lease.
 - a. Lessee specifically acknowledges that Lessee has had access to the water reports related to the City of Thorne Bay water system and Lessee has reviewed those reports to the extent deemed necessary by the Lessee before determining to enter this Lease. Lessee admits and acknowledges that Lessee is fully aware that the City of Thorne Bay water system is not in full compliance with EPA and ADEC water quality standards. Lessee acknowledges that the City of Thorne Bay has no obligation whatsoever to comply with the EPA or ADEC water quality standards as a condition of this Lease. The decision to enter this Lease and operate the restaurant on the premises and to

use and serve City water, or to use or serve some other water source, is solely that of the Lessee, and Lessee takes full responsibility to the fullest extent of the law for the water source it chooses to use in the operation of the restaurant. Lessee acknowledges that it/he/she has no cause of action of any kind or any nature, including any administrative proceedings or complaints, against the City of Thorne Bay based on any allegation or claim related to the water quality of the City of Thorne Bay water system.

12. **Insurance.**

Liability Insurance. During the term of this Lease, Lessee shall, at Lessee's own expense, maintain and keep in force adequate insurance to protect both the Lessor and Lessee against comprehensive liability, personal injury, including death, property damage, including as to any equipment or improvements, fire, and extended coverage claims. Lessee shall maintain insurance in amounts not less than comprehensive general liability insurance with minimum limits of \$1,000,000, with minimum limits of \$1,000,000 per individual and \$1,000,000 per accident. Lessor shall be named as an additional insured on all policies. Proof of Insurance shall be provided to Lessor within thirty (30) days after the parties have executed this lease and prior to public use of the premises. Lessor shall be notified at least thirty (30) days before the cancellation or termination of any policy. Failure to place and maintain insurance in compliance with this section constitutes an immediate, material breach of and default of the Lease. Failure of the Lessee to provide the Certificate of Insurance showing the City of Thorne Bay as an additional insured within thirty (30) days of the signing of this Lease by the Lessee shall constitute a material breach and a default on the lease and the City shall have the right to immediately terminate the lease and pursue any other remedies allowable by law to remove the Lessee from the premises.

Property Insurance. During the term of this Lease, Lessee shall at all times carry upon any property belonging to Lessee and placed, erected or installed in, on or upon the Premises, fire and casualty insurance protecting against loss, damage or destruction caused by wind, fire, lightning, explosion, vandalism, malicious mischief, or such other casualties and such other risks as may be provided by extended coverage. Any such insurance shall name Lessor as an additional insured or contain such other provisions as may be needed to preclude any subrogation claims by the insurers against Lessor. Any such insurance shall be endorsed to require at least thirty (30) days' notice to Lessor prior to cancellation. Lessee shall also be responsible for providing Lessee's own personal property/inventory insurance coverage. Lessor will not be providing any insurance for the protection of Lessee, Lessee's loss of business, personal injury or property damage claims or content coverage. Lessee is responsible for providing any and all of its own insurance coverage. Lessee shall store its property in and shall occupy leased premises at its own risk, and releases the Lessor, to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage.

Workers' Compensation Insurance. Lessee shall maintain Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30 et seq., and federal jurisdiction where the work is being performed.

Fire Insurance. During the term of this Lease, Lessor shall maintain fire and extended coverage insurance on the building structures, solely for Lessor's benefit.

Insurance Policy Requirements. All policies of insurance shall be issued by and maintained in responsible insurance companies selected by Lessee, organized under the laws of one of the states of the United States or The Underwriters at Lloyd's of London, authorized under the laws of the State of Alaska to assume the risks covered thereby, and rated at least "A" by A.M. Best Company, Inc. or Standard & Poor's Ratings Services, a Division of The McGraw-Hill Companies, Inc. Lessee will

deposit annually with Lessor policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel nor modify it without giving written notice to Lessor and Lessee at least 30 days before the cancellation, non-renewal or modification becomes effective.

13. **Improvements to Real Property.** There shall be no improvements, alterations or modifications on the Premises without the prior review and written approval of all plans by Lessor. Any alteration, addition or improvement approved by Lessor shall be performed in a good and workmanlike manner and by competent craftsmen. All alterations, additions and improvements shall comply with all federal, state and local governmental statutes, ordinances, laws, codes and regulations affecting the leased Premises and the use thereof. Lessee is required to obtain building permit authorization from the Lessor for construction of any and all structures placed on the lease area.
14. **Leasehold Improvements.** All signs or symbols placed on or about the leased premises shall be subject to Lessor's prior written approval. With prior written consent of Lessor, Lessee may make alterations and improvements on or to the leased premises, at Lessee's sole cost and expense. All fixtures, buildings and/or equipment of whatsoever nature which shall have been installed on the Premises by the Lessee, whether permanently affixed or otherwise, shall be the property of Lessee, and shall be removed by Lessee at the expiration or termination of this Lease. at Lessee's sole cost and expense, in the sole discretion of the Lessor unless Lessor and Lessee mutually agree to improvements remaining on leased premise. Any of Lessee's improvements remaining on the leased premises longer than thirty (30) days after termination or expiration of the lease shall become the property of the Lessor.
15. **Termination of Lease.** If Lessee vacates the leased Premises prior to the end of the Lease term, Lessee shall be responsible for continuation of Lease payments until the Lease expires at the end of the Lease term, or Lessor and Lessee mutually agree to terminate Lessee's Lease obligation.
16. **Quiet Enjoyment.** If Lessee performs and fulfills all the covenants and conditions herein contained, Lessee shall quietly enjoy the Premises during the term of this Lease and any extensions thereof.
17. **Destruction of Premises.**
 - a. In the event the Premises or any substantial portion thereof shall be damaged by fire, wind, flood, earthquake or other casualty, and it reasonably appears that repair cannot be effected so as to permit re-occupancy within thirty (30) days from the date of casualty, either party at its option, may by written notice mailed within ten (10) days from the date of such casualty elect to terminate this Lease, effective as of the date of such casualty. If neither party shall so elect to terminate this Lease, Lessee's liability for rent shall abate in proportion to that portion of the Premises rendered unfit for Lessee's operation by reason of such casualty until such time as repairs are completed; provided, however, that if repair work progresses in stages and results in rendering portions of the Premises fit for utilization by Lessee from time to time, the abatement of rent shall be reduced proportionately as repairs to portions of the demised Premises are completed.
 - b. In the event that less than a substantial portion of the demised Premises are damaged by fire, wind, flood, earthquake or other casualty, this Lease shall not end, but the rent shall be abated

in accordance with the provisions contained in subparagraph (a) above, during any period in which repairs are being performed.

- c. As used in this paragraph, the term "substantial portion" means damage depriving Lessee of use of fifty percent (50%) or more of the Premises.
 - d. Notwithstanding subparagraphs (a) and (b) above, this Lease shall not end, nor shall any abatement of rent occur if the damage or destruction of the Premises is caused by any act or omission on the part of Lessee, its agents, invitees or licensees.
18. **Government Requirement.** The Lessee shall comply with all federal, state and municipal laws, ordinances, regulations, or orders, and all court orders and administrative orders.
19. **Assignments and Subleases.** Lessee shall not assign the Lease or any interest in the lease for any purpose and shall not sublet the Premises or any part thereof and shall not permit any person to occupy or use the Premises except upon Lessor's written consent. The lessor may consent to the lessee subletting the property in exhibit "a" to allow for the operation of a restaurant. Any unapproved assignment or sublease shall be void. Lessor reserves the right to withhold consent.
20. **Liens.** Lessee shall not do or permit anything causing the Premises to be encumbered by any lien and shall, whenever and as often as such lien is claimed against the Premises purporting to be for labor or materials furnished to Lessee or otherwise being based on a claim against Lessee, discharge the same within ten (10) days or Lessee shall post with Lessor a bond in an amount and with sureties which are satisfactory to Lessor guaranteeing that said lien will be removed. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished to Lessee upon credit and that no mechanic's lien for such labor or material or other lien shall be attached to the interest of Lessor in the Premises.
21. **Entry of Lessor.** Lessor shall be privileged at any time to inspect the Premises, and during the six-month period next preceding the expiration of the term thereof, shall be privileged, together with brokers and prospective Lessees, to inspect the Premises. If, at reasonable hours, admission to the Premises for the stated purposes cannot be obtained, or if at any time Lessor shall deem admission necessary for the benefit of Lessee, Lessor may, but is not obligated to, enter the Premises by means of a master key or other peaceable manner.
22. **Waiver and Indemnification.**
- a. **Waiver.** The City of Thorne Bay shall not be liable to Lessee and Lessee hereby waives all claims against Lessor, in their capacity as the Lessor under this Lease, for any injury, illness, or death of any person or damage to any property in or about the Premises or real property caused by any act or omission of Lessee, its agents, or employees.
 - b. **Indemnification.** Lessee agrees to protect, defend, indemnify, and hold the City of Thorne Bay and its mayor, council members, agents and employees, harmless from and against any and all claims, damages, actions, administrative proceedings, liability, loss, or expense (including reasonable attorneys' fees), of any kind and any nature, incurred in connection with or arising from any injury, illness, or death to any person or damage to any property or from any other cause whatsoever occurring in on or about the Premises or real property or any part thereof arising at any time and from any cause whatsoever in the Lessee's use of the Premises. In case any action or proceeding is brought against Lessor by reason of any such claim or liability, Lessee shall defend any and all suits that may be brought, and claims which may be made, against Lessor, at Lessee's sole cost and expense.

- c. The Lessor shall not be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or other person caused by or resulting from the elements, frosting, breakage, leakage, steam, snow, ice, running water, or the overflow of sewage, in any part of leased premises or surrounding area used by or in support of restaurant operations. The Lessor shall not be responsible for any injury or damage caused by or resulting from acts of God or Mother Nature.
 - d. Lessee shall defend, indemnify and hold the City and its mayor, council members, employees and agents harmless from any and all civil or criminal liabilities or penalties, including costs of defense, resulting from or arising out of or related to in any way Lessee's noncompliance with any term or provision of this Lease, which the noncompliance causes environmental or water quality damage, spill or other environmental related event, or civil or criminal penalties or sanctions to be incurred or alleged.
23. **Building Containing Premises/Grounds.** lessee shall maintain the leased premises at Lessee's sole cost and expense and at all times keep the leased premises neat, clean and in a sanitary condition. Lessee shall keep and use the leased premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Lessee shall permit no waste, damage or injury to the leased premises.
24. **Hazardous Substances.** Lessee shall not use the leased Premises in a manner that violates any federal, state or local law, regulation, or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances. "Hazardous Substances" shall be interpreted broadly and include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as (a) "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 (14) or § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, each as now or hereafter amended; (b) a "hazardous waste" pursuant to § 1004 or § 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, 42 U.S.C. § 691, as now or hereafter amended; (c) a toxic pollutant under § 307(l)(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(l)(a); (d) a "hazardous air pollutant" under § 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. § 1802(2), as now, or hereafter amended; (f) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now, or as may be passed or promulgated in the future.

Lessee agrees to immediately notify Lessor if Lessee becomes aware of

- i. any Hazardous Substances or other environmental problem or liability with respect to the Premises or real property, or
- ii. any lien, action, or notice resulting from violation of any of the laws, regulations, ordinances, or other environmental laws.

It shall be Lessee's sole responsibility to pay for any and all remediation resulting from any contamination caused by Lessee or resulting from Lessee's use of the Premises. Lessee agrees to defend, indemnify and hold Lessor harmless from any liability, including costs and actual attorney's fees, associated with remediation of any hazardous waste identified on the subject property resulting from any use of the Premises by the Lessee.

25. **Utilities.** Lessee shall be responsible for utilities associated with the Premises, including but not limited to electricity, heat, water, sewer, telephone and refuse disposal. Lessee agrees to pay, and

keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shut off. If the City shuts off any of the utilities, such action shall constitute a material breach of the Lease and the Lessor shall have the immediate right to terminate the lease upon the shutoff, in the sole discretion of the Lessor. Absent an approved Lease Agreement, the Lessee shall vacate the premise immediately upon the shutoff of any utility.

26. **Signs.** Lessee will pay for exterior signage for Lessee's business. All signage must be consistent with any ordinances of the City related to signage.

27. **Default.** Any of the following shall constitute a default hereunder by Lessee:

- a. Failure to perform the covenants contained in this Lease for the payment of rent;
- b. Failure to perform or fulfill any other covenant or condition contained in this Lease;
- c. Dissolution, other termination of existence, or insolvency, in any sense, of Lessee;
- d. The shut off of utilities;
- e. The filing of a petition by or against Lessee for adjudication as a bankrupt, or for reorganization or arrangement within the meaning of the Bankruptcy Act;
- f. The dissolution or the commencement of any action or proceeding for the dissolution or liquidation of the Lessee or for the appointment of a receiver or trustee of leased premises of the Lessee;
- g. The taking possession of leased premises of the Lessee by any governmental officer of agency pursuant to statutory authority for the dissolution or liquidation of the Lessee;
- h. The making by the Lessee of an assignment for the benefit of creditors;
- i. Lessee vacates or abandons the leased premises; and
- j. A failure that continues for five (5) days or more to have the Lessor named as an additional insured as required under paragraph 12, and Lessee fails to cure such default within ten (10) days after receipt of a written notice has been received by Lessee specifying such failure to name the City as an additional insured.

The specification of events constituting default by the Lessee in this Section are in addition to any defaults specified in the Thorne Bay Municipal Code. Failure to perform a covenant or fulfill a condition contained in this Lease shall constitute a default for purposes of this paragraph, regardless of whether other consequences of such failure are provided for herein, as in the case where an assignment without consent is void.

28. **Lessor's Remedies on Default.** All rights and remedies of the Lessor enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. In addition to the other remedies in this Lease provided, the Lessor shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, agreements or conditions of this Lease. Lessor's remedies are as follows:

In the event of any default of the Lessee, the Lessor shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the Lessor by statute, common law, or under Thorne Bay Municipal Code.

- a. If Lessee defaults in the payment of the rent reserved in this Lease, and such default continues for ten (10) days after written notice, or if Lessee defaults in the prompt and full performance of any other provision of this Lease and such default continues for thirty (30) days after notice, or if the leasehold interest of Lessee be levied upon under execution or be attached by process of law, or if Lessee abandons the Property, then, in any such events, Lessee shall be in default under this Lease and Lessor may, at its election, either terminate this Lease and Lessee's right

to possession of the Premises or, without terminating this Lease, endeavor to relet the Premises. Nothing herein shall be construed so as to relieve Lessee of any obligation including payment of the rent reserved in this Lease.

- b. Re-enter leased premises and take possession thereof, remove all persons therefrom, and remove Lessee's property therefrom and store it in a public warehouse or elsewhere at the cost of Lessee, all without service of notice or resort to legal process (all of which Lessee 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 leased 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. Collect all reasonable damages, costs and expenses that the Lessor may incur by reason of default by Lessee, together with interest calculated at the rate of ten percent (10%) per annum;
- f. If Lessee abandons the Premises or Lessor otherwise becomes entitled so to elect, and Lessor elects, without terminating this Lease, to endeavor to relet the Premises, Lessor may, at Lessor's option, enter into the Premises, remove Lessee's signs and other evidence of tenancy, and take and hold possession thereof as provided in subparagraph (ii) of this paragraph, without such entry and possession terminating this Lease or releasing Lessee, in whole or in part, from Lessee's obligation to pay the rent hereunder for the full term as hereinafter provided. Upon and after entry into possession without termination of this Lease, Lessor may relet the Premises or any part thereof for the account of Lessee to any person, firm or corporation other than Lessee for such rent, for such time and upon such terms as Lessor shall determine to be reasonable. In any such case, Lessor may make repairs, alterations and additions in or to the Premises, and redecorate the same to the extent deemed by Lessor necessary or desirable, and Lessee shall, upon demand, pay the cost thereof, together with Lessor's expenses of the reletting including, without limitation, broker's commissions and advertising expenses. If the consideration collected by Lessor upon any such reletting for Lessee's account is not sufficient to pay yearly the full amount of the rent reserved in this Lease, together with the cost of repairs, alterations, additions, redecorating and Lessor's expenses, Lessee shall pay to Lessor the amount of each yearly deficiency upon demand.
- g. If Lessor elects to terminate this Lease in any of the contingencies specified in this paragraph, it being understood that Lessor may elect to terminate the Lease after, and notwithstanding its election to terminate Lessee's right to possession as provided in subparagraph (i) of this paragraph, Lessor shall forthwith, upon such termination, be entitled to recover as damages, and not as a penalty, an amount equal to the then present value of the rent reserved in this Lease for the residue of the term of this Lease, less the present value of the fair rental value of the Premises for the residue of the term of this Lease.
- h. Lessee agrees that if it shall, at any time, fail to make any payment or perform any other act on its part to be made or performed under this Lease, Lessor may, but shall not be obligated to, after ten (10) days prior written notice and without waiving, or releasing Lessee from any obligation under this Lease, make such payment or perform such other act to the extent Lessor may deem desirable, and in connection therewith to pay expenses and employ counsel. Lessee agrees to pay a reasonable attorney's fee if legal action is required to enforce performance by Lessee of any condition, obligation or requirement thereunder. All sums so paid by Lessor and all expenses in connection therewith, together with interest thereon at the current maximum legal rate of interest from the date of payment to the date of repayment, shall be deemed

additional rent hereunder and payable at the time of any installment of rent thereafter becoming due, and Lessor shall have the same rights and remedies for the non-payment thereof, or of any other additional rent, as in the case of default in the payment of rent.

29. **Lessor's Remedies.** In the event of default hereunder by Lessee, Lessor shall have all the rights and remedies afforded by law, which shall be cumulative and may be exercised separately or concurrently.
30. **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.
31. **Changes.** No modifications, amendments, deletions, additions or alterations of the Lease Agreement shall be effective unless in writing and signed by Lessor and Lessee and such representatives of the Lessor and Lessee are authorized to make such changes.
32. **Joint Product.** The language set out in this Lease 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 Lease, and the rule of construction favoring construction against the drafter shall not apply. Lessee acknowledges and agrees that Lessee has not received any legal advice from the Lessor's attorney or from anyone associated with the Lessor.
33. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Lease Agreement and to execute this Lease Agreement.
34. **Surrender of Leased Premises.** Upon termination of this Lease Agreement, Lessee agrees to peacefully quit and surrender the leased premises without notice, remove all of Lessee's buildings, equipment and personal property and leave the leased premises neat and clean. The Lessor, may through mutual agreement with Lessee, allow Lessee to leave all buildings, equipment and personal property on the Premise.
35. **Governing Law, Jurisdiction and Venue.** The laws of the State of Alaska shall govern the construction, interpretation and validity of this Lease. The Superior Court for the State of Alaska, First Judicial District at Craig, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related in any way to this Lease and to the use of the Premises by the Lessee. Lessee specifically waives any right or opportunity to request a change of venue for trial from Craig, Alaska pursuant to A.S. 22.10.040.
36. **Acknowledgment by Lessee.** Lessee acknowledges that Lessee has had a full opportunity to consult with attorneys of Lessee's choice before signing this Agreement. Lessee acknowledges that Lessee is not relying on any statements or representations made by any employees, representatives, officers, consultants, the Mayor, or Council members of the City in entering this Lease. Lessee further acknowledges that Lessee has not received and is not relying on any legal advice or representations by the City attorney.
37. **General.**
 - a. The provisions of this Lease shall bind and inure to the benefit of the successors, devisees, legatees, heirs, distributes, representatives, and assigns of the parties. This provision does not limit in any way the Lessor's sole discretion as to any subletting or assignment of the Premises.

b. This Lease contains all of the covenants, promises, agreements, conditions and understanding, either oral or written, between the parties. No subsequent alteration change or amendment to this Lease shall be binding upon the parties unless reduced to writing and signed by them. This Lease supersedes all previous agreements or discussions or negotiations, whether orally or in writing, between the parties.

38. **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 Lessor at P.O. Box 19110, Thorne Bay, Alaska 99919, or the Lessee at, PO Box 19569, or at such other address as either party may designate in writing to the other.

DATED this ____ day of ____ 2021.

LESSOR:
THE CITY OF THORNE BAY

LESSEE:
SISD

By _____
Mayor

By _____
Sherri Becker, Superintendent

STATE OF ALASKA)
FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____, day of November 2021, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the person named in and who executed the within and foregoing document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, State of Alaska
My commission expires: _____

THIS IS TO CERTIFY that on this ____ day of November 2021, before me, the undersigned, a notary public in and for the State of Alaska, duly commissioned and sworn, personally appeared _____, to me known and known to me to be the person named in and who executed the within and foregoing document, and he acknowledged that he executed the same freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.

Notary Public, State of Alaska
My commission expires: _____



Sponsor: Cindy Edenfield
Introduction: November 8, 2021
Adopted On: _____
Vote: ___ Yeas, ___ Nays, ___ Absent

CITY OF THORNE BAY
RESOLUTION 21-11-08-03

A RESOLUTION OF THE CITY COUNCIL OF THORNE BAY, ALASKA, UPDATING THE AUTHORIZED SIGNERS ON THE EMS CHECKING AND SAVINGS ACCOUNT WITH TONGASS FEDERAL CREDIT UNION

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

WHEREAS, as per Thorne Bay Municipal Code 2.38, there shall be an Emergency Medical Services Department that is supervised by the Chief Administrative Officer (City Administrator); and

WHEREAS, pursuant to TBMC 2.38.030 (b), if the City is financially unable to staff the EMS with the necessary salaried employees, volunteers shall be utilized; and

WHEREAS, the Thorne Bay Volunteer EMS members (hereinafter referred to as EMS Volunteers) established a checking account with Tongass Federal Credit Union in 2006 for the purpose of depositing and withdrawing funds that were donated to EMS and raised through fundraising efforts of the EMS Volunteers; and

WHEREAS, the EMS Volunteers use their fundraising money to purchase medical and fire materials and supplies, trainings & certification classes; and

WHEREAS, the EMS Coordinator is responsible for the oversight and management of the Volunteer EMS Bank Account; and

WHEREAS, it is the policy of the City and EMS Department that there be two signers required for all expenditures of public funds including funds raised through fundraising efforts; and

WHEREAS, current authorized signers of the Volunteer EMS account have either moved from Thorne Bay or are no longer associated with the department.

NOW, THEREFORE BE IT RESOLVED THAT the City Council authorizes the change of account signers for the Thorne Bay Volunteer EMS Account with Tongass Federal Credit Union as follows:

- 1.) Current Authorized Signers:
 - a. Shannon Bosdell
 - b. Les Carter
 - c. Lucinda (Cindy) Edenfield
 - d. Teri Feibel

- 3.) Addition of Authorized Signers:
 - a. Cherish Carter, Treasurer
 - b. John Huestis, City Administrator
 - c. Lee Burger, Mayor

- 2.) Removal of Authorized Signers:
 - a. Shannon Bosdell
 - b. Les Carter

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the following named as account signers for the Tongass Federal Credit Union Checking Account of the Thorne Bay Volunteer EMS:

- 1) Lucinda (Cindy) Edenfield, EMS Coordinator
- 2) John Huestis, City Administrator
- 3) Teri Feibel, Secretary & City Clerk
- 4) Cherish Carter, Treasurer
- 5) Lee Burger, Mayor

PASSED AND APPROVED on 8th day of November 2021

Lee Burger, Mayor

ATTEST:

Teri Feibel, CMC



Sponsor: Cindy Edenfield
Introduction: November 8, 2021
Adopted On: _____
Vote: ___ Yeas, ___ Nays, ___ Absent

**CITY OF THORNE BAY
RESOLUTION 21-11-08-04**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE REQUEST FOR A 6-MONTH RENTAL EXENTION OF LOTS 5 & 6 IN THE THORNE BAY RV PARK

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

WHEREAS, the Thorne Bay Municipal Code 12.04.030-Occupancy Duration, Monthly Renters, provides that use of an RV space is limited to six consecutive months, unless an extension is approved by the City Council upon written request of renter; and

WHEREAS, Lognroad has kept current on all accounts with the City and has been a good standing a customer since March of 2020.

WHEREAS, the Thorne Bay RV Park manager has no objection to approving the request for a six-month extension for both lots rented to Lognroad.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the request for a 6-month rental extension for Lots 5 & 6, in the Thorne Bay RV Park.

PASSED AND APPROVED this 8th day of November 2021, by a duly constituted quorum of the City Council with a vote of ___ yeah and ____ nays.

ATTEST

Lee Burger, Mayor

Teri Feibel, CMC



Sponsor: _____
Introduction: November 8, 2021
Adopted On: _____
Vote: ___ Yeas, ___ Nays, ___ Absent

**CITY OF THORNE BAY
RESOLUTION 21-11-08-05**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AUTHORIZING THE MAYOR, ADMINISTRATOR OR DESIGNEE TO WAIVE FEES ASSOCIATED WITH THE DISPOSAL OF MATERIALS AND DEBRIS RESULTING FROM ACCIDENTAL STRUCTURE FIRES

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

WHEREAS, the Thorne Bay Municipal Code 13.70.150-Solid Waste Rate Schedule provides that rates for services of the landfill be set forth in the most current rate schedule adopted and approved by the City Council; and

WHEREAS, the City does not have a policy set forth to authorize financial hardship waivers for costs associated with accidental structure fires.

NOW THEREFORE, BE IT RESOLVED, the City Council for the City of Thorne Bay, Alaska, hereby authorizes the Mayor, City Administrator or designee to establish a policy and procedure for the application process to request a waiver on costs associated with disposal of materials and debris resulting from accidental fire damages to residential homes or commercial buildings.

PASSED AND APPROVED this 8th day of November 2021, by a duly constituted quorum of the City Council with a vote of ___ yeah and ____ nays.

ATTEST

Lee Burger, Mayor

Teri Feibel, CMC



Agenda Item Summary

Agenda Item No. [10-New Business \(c\)](#)

Meeting Date [11/08/2021](#)

Item General Info:

Amendment to Greentree Zoning

TITLE: Request for amendment to Zoning- Amending Title 17.04.034-Greentree Heights
[brief description of request]

Requirements for amending zoning is provided in 17.04.046-Amendments to Zoning including Rezoning-Subsection (B) Property development standards. The City Council may choose to amend this section as requested. If so, the Clerk will send notice to all property owners within 300' of exterior property boundary of the proposed change. The Ordinance will then be placed onto the next regular meeting of the City Council for introduction hearing. The Public Hearing Date will be set for December 7th, 2021

Submitted By: Libby Nieland

Contact Name: Libby Nieland

Related Codes: 17.04.034-Greentree Zoning, 17.04.046-Amendment to Zoning

REQUESTED ACTION: [what are you asking the Council to do?]

I am requesting a change in the Municipal Code 17.04.034 Section D12 regarding the maximum size of a household water tank. The current code specifies "Storage tanks will be placed so they do not block the view from any other lots and must be no larger than 3000 gallons."

SUMMARY OF ISSUE: [Provide any information that would assist the Council in its decision-making process. You may attach additional pages of information to this form.]

This size restriction appears in conflict with the size of residence encouraged by Section 8 of same municipal code section. "Section 8. Building requirements: all single-family residences shall contain not less than eight hundred (800) square feet of floor space, excluding garages and open porches." The obvious intent is to encourage a substantial residential building, to house an average family.

According to the USGS <https://www.usgs.gov/special-topic>, on average, each person uses about 80-100 gallons of water per day, for indoor home uses. Using the lower number cited by USGS, a family of four will still use about 9,600 gallons in one month. A tank of 3000 gallons would be obviously insufficient for a family of four.

It makes sense to allow larger water tanks in this subdivision, size to fit the needs of the residence, rather than have a hillside studded with multiple 3000-gallon tanks at each lot.

I respectfully request that the municipal code 17.04.34 be amended by removing the restriction on the size water tank permitted in the Greentree Height Subdivision.

Thank you,

Libby Nieland

Thorne Bay AK 99919

AMENDMENT WOULD LOOK LIKE THIS:

17.04.034 GREENTREE HEIGHTS RESIDENTIAL.

The purpose of this zone is to create an aesthetically pleasing Residential subdivision consisting of permanent single-family housing, and modular homes.

Development plans are required for all development within the Greentree Heights Residential Zone conforming to applicable standards of [Section 15.04.020](#).

A. Property Development Standards.

12. Potable water supply. City water lines are not currently installed. Lot owners will need to have water wells drilled or a roof collection system with storage tank developed. Storage tanks will be placed so they do not block the view from any other lots. **and must be no larger than 3000 gallons**. Storage tanks can be enclosed in a separate building or incorporated into the Residential building. When and if City water lines are installed, all lot owners will be required to connect to the City system.

RELATED ORDINANCES GOVERNING PROCEDURE:

17.04.046 AMENDMENTS TO THE ZONING TITLE INCLUDING REZONING.

A. Purpose.

At some point in time the city may want to amend this title or change the zoning of a particular area to provide for changes as a result of changing economic arrangements and factors, and for changing public need, this title may need to be amended and/or a change of land use designation or rezone may be appropriate.

B. Procedure.

Initiation of Rezone or Title Amendment. Changes in the zoning may be initiated by:

- a) The city council on its own motion with planning commission recommendation.
- b) The planning commission on its own motion with city council approval.
- c) By petition signed by sixty percent of the property owners within the area of the proposed rezone. In addition to the necessary signatures the petition shall contain:
 - i. A legal description of the property involved,
 - ii. The reasons for the proposed change,
 - iii. A fee to cover property owner notification.

C. Notification.

1. Notice of the hearing shall be made by first class mail to property owners within three hundred feet of the exterior property boundary (one thousand feet in the South Thorne Bay Subdivision) and shall be posted in five public places no less than ten calendar days prior to the hearing date.
2. Notice shall contain:
 - i. Time, date and place of hearing, name of applicant.
 - ii. The legal description of the property and a descriptive location of the property.
 - iii. A description of the intent and nature of the proposed change.
 - iv. The location where further information about the proposed change can be examined.
 - v. An explanation of the appeal process.
3. Notices shall be sent to the most recent address on the city's utility listing or city records, and if needed the most current property owner listed in the State Recording office. Failure of a property owner to receive a notice shall not void a planning commission or city council decision if a good faith attempt was made to contact the property owner.

- i. A copy of the property owner notification list shall be kept in the file along with a notarized affidavit that notification letters were sent.
- ii. A copy of the resolution approving or denying the application shall be sent to the applicant and to any other affected person who requests a resolution in writing.

D. Planning Commission Recommendation.

1. The planning commission shall review the proposed change at a scheduled public hearing and make a formal recommendation to the city council.
2. All formal actions of the planning commission shall be made by a resolution conforming to Section 2.48.080.
3. The planning commission must ascertain the effect the rezone or title amendment will have on the comprehensive plan and property values in the surrounding area or neighborhood.
4. The planning commission must determine the necessity and justification for the title change or rezone.
5. The planning commission must decide whether the proposed change in title or rezone would be in the public interest that a change in zone would not rezone an area not included in the proposal, and the rezone shall not be less restrictive than the zone applied for.

E. City Council Action.

1. The planning commission shall submit their findings after a public hearing in the form of a resolution to the city council.
2. The city council will schedule a public hearing to consider the planning commission recommendation. The public hearing will be scheduled at the first regularly scheduled meeting of the city council that will allow for proper notification. Notification shall be as written in subdivision 2 of this subsection.
3. For the public hearing, the city clerk shall prepare an ordinance that will state the proposed amendment to the title. The proposed ordinance will be available for introduction at the public hearing.
4. Title changes that results in a zoning map change shall be identified by legal description. The change in the official zoning map or maps will be made by the city zoning official. (Ord. 17-06-06-01, prior Ordinances: (Ord. 93-23 § 6(part), 1993)



CITY OF THORNE BAY
ORDINANCE 21-11-16-01

Sponsor: Lee Burger
Introduction: November 8, 2021
Public Hearing: November 16, 2021
Vote: ___ Yeas, ___ Nays, ___ Absent

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING
TITLE 3 – REVENUE AND FINANCE, CHAPTER 3.17- CONSUMER SALES TAX, SECTION 3.17.080,
PENALTY AND INTEREST ON DELINQUENT TAXES

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 to Code.** Amendments to the City Code are identified by the following text font: **(CAPITALIZED BOLD TEXT)** indicates text to be added to the current code, and ~~(red stricken text)~~ indicates text to be deleted from the current code. This ordinance amends Section 3.17.080 – Penalty and Interest on Delinquent Taxes by deleting **“working”** and adding **“calendar”**, which changes the way penalties are calculated.
- Section 4. Adoption.** The Title & Chapter of TBMC, Title 3-Revenue & Finance, Chapter 3.17 Consumer Sales Tax, Section 3.17.080 – Penalty and Interest on Delinquent Taxes, is hereby amended and shall be added to the Thorne Bay Municipal Code as written on page 2 of this ordinance.
- Section 5. Effective Date.** This ordinance shall become effective upon adoption.

PASSED AND APPROVED this 16th day of November 2021, by a duly constituted quorum of the City Council.

ATTEST:

Lee Burger, Mayor

Teri Feibel, CMC

ADDITIONS ARE IN CAPITAL AND BLUE

~~Deletions are red and stricken~~

**AMENDING TITLE 3.17-REVENUE AND FINANCE
CHAPTER 3.17-CONSUMER SALES TAX**

3.17.080 PENALTY AND INTEREST ON DELINQUENT TAXES

- A. In the event a seller fails or neglects to file a return when due, or fails to remit taxes collected, or which should have been collected, in a timely manner as required by this chapter, then such return and tax is delinquent, and the revenue collector shall add thereto penalties as follows:
- 1) Within five ~~working~~ **CALENDAR** days after delinquency date 6%
 - 2) More than five ~~working~~ **CALENDAR** days up to and including thirty days after delinquency date 15%
 - 3) More than thirty days up to and including sixty days after delinquency date 20%
 - 4) More than sixty days after delinquency date 25%
- B. Interest shall accrue on the unpaid tax, not including penalty, from the date of delinquency to the date of payment at the rate of one percent per month. All remedies available to the revenue collector to collect taxes, penalties and interest, plus collection costs, shall commence on the date of delinquency. Payments received after the date of delinquency shall be applied first to payment of any collection costs, next an interest, next on penalty, and next on the tax. In the event of partial payment, penalties shall continue to accrue on the unpaid portion of the tax as provided for in (a) of this section. Interest at the rate of one percent per month shall also accrue on any unpaid amount of tax until paid in full.

A. The Title and Section of 3.17.080-Penalty and Interest on Delinquent Taxes, Subsections (a)(1) & (a)(2) shall be amended to read as follows:

- A. In the event a seller fails or neglects to file a return when due, or fails to remit taxes collected, or which should have been collected, in a timely manner as required by this chapter, then such return and tax is delinquent, and the revenue collector shall add thereto penalties as follows:
- 1) Within five **CALENDAR** days after delinquency date 6%
 - 2) More than five **CALENDAR** days up to and including thirty days after delinquency date 15%



Introduction: November 8, 2021
Public Hearing: November 16, 2021
Vote: ___ Yeas, ___ Nays, ___ Absent

**CITY OF THORNE BAY
ORDINANCE 21-11-16-02**

**AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING
TITLE 13-UTILITIES, CHAPTER 13.02-APPLICATION FOR SERVICES, SECTION 13.02.025 –
CHANGE OF APPLICANT NAME AND BILLING ADDRESS, AND CHAPTER 13.70-SOLID WASTE,
SECTION 13.70.310 – CHANGE OF APPLICANT NAME AND BILLING ADDRESS**

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 to Code.** Amendments to the City Code are identified by the following text font: **(CAPITALIZED BOLD TEXT)** indicates text to be added to the current code, and ~~(red stricken text)~~ indicates text to be deleted from the current code.
- Section 4. Adoption.** The Title & Chapter of TBMC, Title 13-Utilities, Chapter 13.02-Application for Services, Section 13.02.025 – Change of Applicant Name and Billing Address, and Chapter 13.70-Solid Waste, Section 13.70.310 – Change of Applicant Name and Billing Address, is hereby amended and shall be added to the Thorne Bay Municipal Code as written on page 2 of this ordinance.
- Section 5. Effective Date.** This ordinance shall become effective upon adoption.

PASSED AND APPROVED this 16th day of November 2021, by a duly constituted quorum of the City Council.

ATTEST:

Lee Burger, Mayor

Teri Feibel, CMC

ADDITIONS ARE IN CAPITAL AND BLUE

~~Deletions are red and stricken~~

**AMENDING TITLE 13 - UTILITIES
CHAPTERS 13.02-APPLICATION FOR SERVICES &
13.70-SOLID WASTE**

CHAPTER - 13.02 APPLICATION FOR SERVICES:

Section 13.02.025 shall hereby be amended and read as follow:

13.20.025 CHANGE OF APPLICANT NAME AND BILLING ADDRESS.

WHEN AN OWNER OF CUSTOMER'S PREMISES REQUESTS IN WRITING THAT SERVICE BE CHANGED FROM THE NAME OF THE CUSTOMER INTO THE OWNER'S NAME ONLY AND THAT THE BILLING ADDRESS BE CHANGED TO THE OWNER'S ADDRESS, AND PROVIDED THAT CUSTOMER AND OWNER ARE NOT IN VIOLATION OF ANY OF THE PROVISIONS OF THIS CHAPTER, SUCH REQUEST SHALL BE HONORED BY THE CITY UPON CITY'S RECEIPT OF A TEN DOLLAR SERVICE CHARGE PER UTILITY TO PERFORM SUCH CHANGE. (ORD. 21-12-07-01)

Section 13.70.310 shall hereby be removed from the Thorne Bay Municipal Code:

~~**13.70.310 CHANGE OF APPLICANT NAME AND BILLING ADDRESS.**~~

~~When an owner of customer's premises requests in writing that service be changed from the name of the customer into the owner's name only and that the billing address be changed to the owner's address, and provided that customer and owner are not in violation of any of the provisions of this chapter, such request shall be honored by the city upon city's receipt of a five-dollar service charge to perform such change. (Ord. 88-48 § 5(part), 1988)~~

First City Electric, LLC 10/27/21

Please note: First City Electric is not responsible for obtaining any building or electrical permits if required Quote:
918 Water St. Phone: 907.225.5688 Ketchikan, AK. 99901 Fax : 907.225.8788

To: City of Thorne Bay

Attn: Teri Feibel

RE: Bailer Repairs

Teri,

Our price to supply and install the necessary electrical provisions to repair the City of Thorne Bay Landfill's bailer will be \$9,850.

Breakdown is as follows:

- • Labor = \$5,280
- • Material = \$2,350
- • Shipping = \$120
- • Travel = \$600
- • Room/Board = \$1,500

This price includes labor, material, shipping, travel, and overhead.
If there are any questions feel free to call

Thank you.

Dave Price

Quotation Accepted _____