

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JULY 2, 2024

TIME: 6:30 p.m.

THERE WILL BE A WORKSHOP BEGINNING AT 6:00PM

LOCATION: IN PERSON AT CITY HALL or TELECONFERENCE/VIDEO CONFERENCING LINE

Phone Number: 1-650-479-3208 Meeting

Link:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m99f71eee7f975b71d7ee0f9f7c5e44a1>

Meeting number: 182 323 7632 Password MghMxgJy424 (64469459 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) Clerk:
- 7) DEPARTMENT REPORTS:
 - a) WATER:
 - b) VPSO:
 - c) EMS:
- 8) PUBLIC COMMENTS:
- 9) COUNCIL COMMENTS:
- 10) CONSENT AGENDA:
 - a) Minutes of the June 18, 2024, Regular City Council Meeting, discussion and action item:
- 11) NEW BUSINESS:
 - a) Resolution 24-07-02-01: Amending the City's rates and fees; discussion and possible action item.
 - b) Resolution 24-07-02-02: Renewing the City Administrator's Contract
- 12) ORDINANCES FOR PUBLIC HEARING:
- 13) ORDINANCES FOR INTRODUCTION:
 - a) Ordinance 24-07-02-01: An Ordinance for sale of land to Community Connections, discussion and action item;
- 14) CONTINUATION OF PUBLIC COMMENT:
- 15) CONTINUATION OF COUNCIL COMMENT:
- 16) ADJOURNMENT:

POSTED: June 28, 2024

MINUTES

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JUNE 18, 2024

TIME: 6:30 p.m.

THERE WAS A WORKSHOP OF THE CITY COUNCIL HELD AT 6:00PM

- 1) **CALL TO ORDER:** The meeting was called to order by Vice Mayor Burger at 6:30pm
- 2) **PLEDGE TO FLAG:** The audience and council stood for the pledge of allegiance.
- 3) **ROLL CALL:**

Those present were:

Blair, LaVoie, Burger, Lovell, Hartwell & Kaer Nyquest
Hartwell

Those absent were:

- 4) **APPROVAL OF AGENDA:** Vice MayorBurger motion to approve the agenda, **Seconded.**

Huestis requested an amendment of agenda item 13 to be moved to item 12.
Burger motioned to amend the agenda item 13 to 12. **Seconded by Blair**

MOTION: Move to amend agenda item 13, moved to item 12, Ordinance for Public Hearing,
F/S: Burger/ Lovell
YEAS: Kaer, Blair, LaVoie, Burger, Nyquest, & Lovell
NAYS: None
ABSENT: Hartwell
STATUS: Motion Passed.

Burger Moved to approve the amended Agenda, Seconded

MOTION: Move to approve the Agenda.
F/S: Burger/ Lovell
YEAS: Kaer, Blair, LaVoie, Burger, Nyquest, & Lovell
NAYS: None
ABSENT: Hartwell
STATUS: Motion Passed.

- 5) **MAYOR'S REPORT:** Vice Mayor gave a short report.
- 6) **ADMINISTRATIVE REPORTS:**

a) City Administrator:

- - Work continues with the construction of new City bridges on the Kasaan Road
- We have continued to work with Atlas Tower on their plans for the construction of the communication tower on sandy beach road. Construction to start soon.
- Interview for the new TNB VPSO is Friday at 10:00, Jake Arro is only candidate.
- Trying to get AML to donate freight for the new used fire truck from the Spokane area, Will tells me its ready to be driven to Seattle and shipped up.
- Work on the city budget has been ongoing for the last month. We are presenting the final FY2025 Budget later in the meeting for Council Adoption.
- We have replaced some siding and windows on city hall and then give the hall and VPSO

building good painting starting Thursday

- The Claw will also get another coat of paint this summer if all goes as planned
- The Pearl Nelson Park has some new grass growing after a hydroseeding by OVK
- Steelhead Electrical has repaired the lighting at the city ball park.

b) Clerk: attached

7) **DEPARTMENT REPORTS:**

- a) WATER: In Packet
- b) VPSO: None
- c) EMS: None

8) **PUBLIC COMMENTS:**

a) **Karen Peterson representing Friends of the Thorne Bay Library:** Would like a facility at Davidson Landing, holding listening sessions for community opinions. 1 pm Saturday at Davidson Landing and opinions on Firehall development consideration. Logging books will be sold and raffled. Rasmussen Foundation is coming to visit and eager to look into DL plans.

b) **Sam Sawyer** questioned if fish cleaning station has water – **Huestis confirmed.**

9) **COUNCIL COMMENTS:**

a) **Kaer** Weed whack the grass for next Saturday – and toilet paper in the outhouse.

10) **CONSENT AGENDA:**

a) Minutes of the June 4, 2024, Regular City Council Meeting, discussion and action item:

MOTION: Move to approve the Minutes of June 4, 2024 Regular City Council Meeting

F/S: Burger/ Lovell

YEAS: Kaer, Blair, LaVoie, Burger , Lovell, Nyquest

NAYS: None

ABSENT: Hartwell

STATUS: Motion Passed.

11) **NEW BUSINESS:**

a) Community Connections proposal for property purchase, discussion item;

- **Maxwell Mercer** spoke on behalf of Community Connections. Interested in building a new facility, long term plans to stay. Must have site control for grants, etc. Served community for past 25 years. Gave overview of Community Connections and
- **Huestis** questioned the availability of funds to purchase
- **Kaer** questioned if plans included additions/expansions for elderly as our community is becoming elderly. Does Community Connections offer help with paperwork and filling out forms?
- **Nyquest** questioned if there would be action on this tonight. **Huestis** responded with clarification on this meeting, and process of ordinances. Nyquest expressed interest in longer conversations with community connections.
- **Huestis** asked about guarantees that would be provided that a building would be built? Maxwell responded that there could be in the contract.
- **Nyquest** COTB building on property and community connections leasing that

building? **Maxwell responded.**

- **Blair** What about industrial lots by Tracys shop? **Huestis responded.**
- **Kaer** asked about utilities
- **Sam Sawyer** confirmed that utilities hookups are available, also available in waterfront properties.
- **Nyquest questioned** would a 30 or 40 year long term lease not establish site control? **Maxwell responded**
- **Maxwell** provided information on another site location about conditional use provisions.
- **Kaer** would like to see protection for the city against a project
- **Huestis** advised council to direct staff to prepare an ordinance for introduction, **Burger made a motion to prepare an Ordinance for land sale to Community Connections, Seconded Lovell**

MOTION: Move to approve motion to prepare an Ordinance for Introduction of land sale to CC.

F/S: Burger/ Lovell

YEAS: LaVoie, Kaer, Blair, Lovell, Burger, Nyquest

NAYS: None

ABSENT: Hartwell

STATUS: Motion Passed.

12) ORDINANCES FOR PUBLIC HEARING:

- a) **Ordinance 24-06-18-01: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA; PROVIDING FOR THE ESTABLISHMENT OF THE BUDGET FOR THE CITY OF THORNE BAY, FISCAL YEAR 2025, JULY 1, 2024 - JUNE 30, 2025, ANTICIPATED REVENUES AND EXPENDITURES**

Vice Mayor moved to approve Ordinance 24-06-18-01, an ordinance establishing FY25 Budget, Seconded. Discussion as follows:

- **Nyquest** commented that we will need to tighten the belt or come up with income sources. Big portion spent was in streets. Will discuss further upon return.
- **Huestis** explain some of the Streets lines and clarified that some items generate income and the expense of some items are not long term. Commented that rates for many Operating Expenses have increased. Informed that Streets and Roads seems the largest deficit because it is not an enterprise fund like other departments.
- **Nyquest** expressed appreciation for clarification, just wanted to inform the council of the need to raise revenues or areas to cut.

MOTION: Move to approve Ordinance 24-06-18-01, an ordinance establishing FY25 Budget

F/S: Burger/ Blair

YEAS: LaVoie, Kaer, Blair, Lovell, Burger, Nyquest

NAYS: None

ABSENT: Hartwell

STATUS: Motion Passed.

13) **ORDINANCES FOR INTRODUCTION:**

14) **CONTINUATION OF PUBLIC COMMENT:**

- a) **Sam Sawyer** commented that Max graded the road when he worked at the dump, after he left, the responsibility left. Questioned why the guys at the dump can't do the same job that Max did. **Huestis** commented that anything else we do will higher the deficit. Using the grader, hiring an operator, and paying operator wages. **Nyquest** responded with appreciation for frustration but as a small community we need to decided the most cost efficient way to proceed. OVK MOA is best option for us right now. **Huestis** also commented, work is being done to build the road.

15) **CONTINUATION OF COUNCIL COMMENT:**

- a) **None**

16) **ADJOURNMENT:** Meeting adjourned at 7:43 pm

DRAFT



CITY OF THORNE BAY
RESOLUTION 24-07-02-01

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, AMENDING RESOLUTION 22-06-21-02 - FEE AND RATE SCHEDULES FOR ALL SALES AND SERVICES WITH CITY DEPARTMENTS

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

WHEREAS, Thorne Bay Municipal Code provides that all fees for city services be set forth by resolution of the City Council and shall be incorporated into the Thorne Bay Municipal Code by reference; and

WHEREAS, the City Council adopted the most recent fee and rate schedule through Resolution 22-06-21-02 on June 21, 2022, since that time the city has continued to incur rising costs for providing all services, requiring that the council establish new fees for certain impacted services; and

WHEREAS, in preparation for the City's Fiscal Year 2025 Budget, a review of the current fee schedule was performed and it was determined that amendments were necessary within Administration, Harbor, Sewer, Streets & Roads, Solid Waste and Water departments as set forth:

- Administration Department:
 - Increase all fees across the board by at least 10%
 - Create a new Service Charge fee for credit card transactions to equal rate charged to City by financial institutions
 - Create Storage Permit Parking
- Harbor Department:
 - Increase harbor fees for both harbors and live aboard fees by 10%
- Sewer Department
 - Increase sewer fees by 10%
- Solid Waste Department:
 - Increase solid waste fees by 10% for collection services
 - Increase solid waste tipping fees by \$0.02/pound for all waste accepted
- Water Department:
 - Increase water fees by 10% for all customers

WHEREAS, the City Council deems it in the best interest of the City of Thorne Bay to adopt the fee and rate schedule provided on pages 3 through 09 of this resolution.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Thorne Bay, Alaska, amends Resolution 22-06-21-02 and adopts the attached fee schedule for sales of goods and services within the city departments.

PASSED AND APPROVED July 02, 2024

ATTEST:

Shane Nyquest, Mayor

Caitlyn Sawyer, City Clerk

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.	30% 25%
Advertising & Promotion	Any promotional items sold at @ cost + 30% 25% Administrative Fee	Cost + 30% 25%
Audio Recording	Fee charged for audio recordings of meetings. Includes time & CD.	16.50 15.00
Copy	Fees for copies .30 \$0.25 per page.	.30 0.25
Fax	Send/receive: \$2.75 \$2.50 for the first page + \$1.50 \$1.25 for each additional page	2.75 2.50
*Fin Charge	Finance Charges on Overdue Balance	12% 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	11.00 10.00
Laborer	Labor Rate per hour + benefit hourly costs	Employee wages
Laminating - SMALL	Lamination: card size 1.50 \$1.00/page .	1.50 1.00
Laminating -Large	Full Page lamination -3.50 \$3.00 per page	3.50 3.00
NSF Check Fee	Non-Sufficient Funds Check Fee	27.50 25.00
Notary (Standard)	Notary Service 5.50 \$5.00 the 1 st Sign & 3.50 \$3.00 ea additional	5.50 5.00
Notary Escrow/Loans/Mortgage	Escrow/Loans/ Mortgage Notary: require additional services , printing, copying & scanning. \$100.00 flat rate	110.0 100.00
Sales Tax - City	City Sales Tax	6.0%

Animal Fees - Admin and Finance		
TBMC 6.04-Animals; Resolution 22-06-21-02 – Amending Shelter Fee amount from \$2.50 over 3 days, to \$10.00 over 5 days		
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 (TBMC 6.04.060(d))	35.00
Animal Impoundment - Second	Second Impoundment in a twelve-month period (TBMC 6.04.060(d))	50.00
Animal Impoundment - Third	Third Impoundment in a twelve-month period (TBMC 6.04.060(d))	100.00
Shelter Fee	Daily Fee for sheltering animal (over 5 days)	10.00

ATV Fees		
Resolution 16-09-20-02		
ATV Flag	ATV Flag (Cost + 30% 25% admin fee)	Cost + 30% 25%
ATV Inspection	ATV Inspection	27.50 25.00
ATV Re-inspection	Charge applied for any re-inspection of ATV (and any motorized vehicle categorized as such)	16.50 15.00
ATV tag replacement	Replacement of registration tag.	16.50 15.00

ATV Yearly Renewal	Annual Renewal of ATV tags (come into City Hall to pick up your new sticker)	27.50 25.00
Equipment Rental		
Resolution 16-05-17-02 Resolution 22-06-21-02 adding Equipment operator fees		
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 yd Dump Truck	110.00
Equip. Rental: 10 Yd Dump Truck	Daily Rate (Over 5 hours) for 10 yd 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 yd 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
Equip. Operator	Operator charged per hour with rental of Equipment	45.00

Fire Fees		
Resolution 09-01-20-01		
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	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 for Fireworks use other than July 4th or Dec 31st.	100.00
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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)		
Resolution 21-04-06-04 - Changed the way fees were calculated for harbor moorage from “per foot of boat length” to “per foot of boat length or stall size, whichever is greater		
Resolution 22-06-21-02 – Removed “whichever is greater” from harbor rate schedule. Boats are now billed by the ft.		
Harbor rates are set at the rate (x) length of boat		
Boat Bailing	Fee for City Staff 'bailing' customers vessel	82.50 75.00
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)	25.00 1.00
Boat Launch Commercial	Commercial Boat Launch Fee (per Year)	385.00 350.00
Boat Launch Permit	Boat Launch Permit for the calendar year	27.50 25.00
Boat Launch Ramp Fee	Boat Launch Ramp Fee	5.50 5.00
Commuter Rate	Commuter Permit	55.00 50.00
Deposit	Harbor Deposit (two times monthly rate as charged per boat size- customer deposit not to exceed \$500)	2xMonthly Rate
DL - Annual Rate	Annual Contract at Davidson Landing (boat length x 12 x 2.10 1.91) (Charged by boat length)	2.10 1.91
DL - Monthly Moorage	Monthly Moorage at Davidson Landing (boat length x 3.25 2.95) (Charged by boat length)	3.25 2.95
DL - Six Month Contract	Six Month Moorage Contract at Davidson Landing (boat length times 6 times rate) (Charged by boat length)	2.55 2.32
Floatplane - yearly	Annual rate for floatplane parking 55.00 \$50.00 per month	660.00 600.00
Floatplane Landing Fee	Enplaned Landing Fee (Landing @ DL or Main Harbor)	15.00 10.00
Floatplane month	Monthly Rate for Floatplane Parking	77.00 70.00
Floatplane Semi-Annual	Semi - Annual Rate for Floatplane Parking:	396.00 360.00
Floatplane transient fee	Floatplane Fee for Overnight Parking	22.00 20.00
Grid Water	Grid water usage (Ex. boat cleaning) w. out grid use. Non-potable water	10.00 7.00
Harbor Electric Transient Flat	Nightly Rate for transient moorage electricity use	25.00 12.00
Harbor Shower	Harbor Shower (coin operated)	0.00
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)	2.10 1.91
Main - Monthly Moorage	Monthly Moorage in Main Harbor (boat length times rate) (Charged by boat length)	3.25 2.95
Main - Six Month Contract	Six Month Moorage Contract in Main Harbor (boat length times 6 times rate) (Charged by boat)	2.55 2.32
Transient Moorage	Transient Moorage, per foot, per night	1.00 0.75
Service Availability Fee	Service Availability Fee for a live-aboard to keep status.(Ord. 18-05-01-01)	39.91 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%

Miscellaneous Income		
Resolution 14-09-02-02 – Adopted fees for Public Records Copying, Certifying, Searching, CD, or DVD records.		
City Flag	City Flag	20.00 18.87
Polo Shirt w/City Seal	Polo Shirt w/City Seal	34.91
Public Records CD/DVD each	Electronic records provided on city CD/DVR	20.00 15.00
Public Records certified copy	Certified copies of public records. \$5.00 for each public record that is certified.	10.00 5.00
Public Records copying	Rate for public records. Must be paid prior to service	.30 0.10
RV Water Sales	RV Water Sale - non-potable	10.00 7.00
RV Dump	RV Dump	10.00 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	5.50 5.00

Parking		
Customer account total deposits not to exceed \$500, or other rate set forth by resolution Resolution 22-06-21-02 – Removal of Parking Sort Yard		
Park & Sell permit	Park & Sell Permit (good for 30 days)	35.00 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 Permit-mo. - up to 20 ft	Monthly Parking Permit up to 20ft	38.50 35.00
Parking permit mo. - over 20 ft	Monthly Parking Permit 21-40 feet. Over 40' requires special approval.	66.00 60.00
Storage Parking Permit	Parking for containers, Boats on Trailers, Larger Vehicles not intended to be moved for a long period of time.	100.00

Passports		
Price set by Department of State		
Passport Fees	Passport Fees	38.50 35.00
Passport Photos	Passport Photos	20.00 18.87

Rental		
Public Building Rental	Public Building Rentals: Bay Chalet Rental, Fire Hall Rental, Council Chamber Rental) \$35.00 per day.	40.00 35.00

Rock Sales		
Resolution 16-05-17-02 adopted Material Rates		
Resolution 21-04-06-01 increased rock and material fill rates each by 2 dollars and added the limit of 20 yards per person/project over a 12-month period unless used on public right of way.		
Resolution 22-06-21-02 Increased rock and material rates		
The city will sell material only when they believe there is an excess material that will not be used by the city in the near 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). The city does not compete with local businesses; therefore, we discourage the sale of rock or fill materials when it is available from another local business.		
Rock Sales	Rock Sales per yard	30.00
Rock Sales: Crushed Material	Per Yard + crushing costs + road material costs.	30.00
Rock Sales: Fill Material	Fill Material per yard	15.00
Rock Sales: Structural Fill	Structural Fill per yard	15.00
Rock Sales: To Soil	Topsoil - per yard	15.00
Rock Sales: Delivery	Delivery of rock and fill materials are charged at the hourly dump truck rate established under the equipment rental rates, plus \$45 operator charge.	(See dump truck rates)

RV Park		
Resolution 12-10-15-02		
Resolution 16-06-21-01 (Deposit)		
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.(2 x monthly -Not to exceed \$500)	500.00
RV Park Deposit - wk./day	Daily Rental Deposit	2 x Daily Rate
RV Park Weekly Deposit	Weekly Rental deposit. (2 x 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	20.00 15.00
Senior Assistance Card	Senior Assistance Card	10.00 7.00
Senior Tax Replacement Card	Senior Tax Replacement Card	7.00 5.00

Service Fees		
Service Fee - Reconnect	Service Fee for Reconnection of water	27.50 25.00
Service Fee - Staff Dispatched	Service Fee - Staff dispatched	27.50 25.00
Service Fee - Utilities	Service Fee for reconnection of Utilities	110.00 100.00
Reconnection Fee - Solid Waste	Reconnection Fee when solid waste service temporarily shut-off by request of customer	11.00 10.00

Reconnection Fee - Sewer	Reconnection when sewer service temporarily shut-off by request of customer	11.00 10.00
Reconnection Fee - Water	Reconnection Fee when Water service temporarily shut-off by request of customer	11.00 10.00
Administrative Service Fee - Harbor Live-aboard	Reconnection Fee when "live-aboard" status is temporarily suspended by request of customer	33.00 30.00
Credit Card Use Fee	Fees charged by banks for City to process credit card payments for city good/services - reimbursement	3.5%

Sewer		
Sewer Rate Amendment History:		
Resolution 19-04-16-01 amended Sewer Pump-Out Treatment fees from \$0.25 to \$0.35 per gallon		
Resolution 22-06-21-02 Increase Sewer Pump-Out Fees from 0.35 to 0.45		
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	87.31 79.37
Sewer Prorate Res & Comm	Prorated Residential & Commercial sewer	2.91 2.65
Sewer Prorate, Senior	Senior sewer prorated (for Seniors with Grandfather Status of 50% Utility)	1.46 1.33
Sewer Pump out Treatment Fee	Price per gallon for Sewage dump/truck pump out	.50 0.45
Sewer Residential	Residential Sewer Monthly Rate	87.31 79.37
Sewer Senior Rate	Senior Sewer Rate	43.66 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 & minimum dump charge from \$8 to \$5		
Resolution 13-03-05-01 – Increased dump rates from \$0.10 to \$0.18		
Resolution 22-06-21-02 – Increased Vehicle Rates from 52.00 to 100.00 and 200.00 respectively.		
(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	.12 0.10
Commercial Extra Can	Rate for Extra Can pick-up	20.00 18.00
Commercial Prorate	Commercial two cans prorated	3.00 1.37
Deposit - Solid Waste	Deposit for Solid Waste Service	2xMonthly Rate
Dumpster Comm. -2xWk	Dumpster Rate 2 pick-ups/wk.	312.00 284.00
Dumpster Comm. 1xWk	Dumpster Rate - 1 pick-up/wk.	156.00 142.00
Residential Dump Sale	Residential Dump Sale per pound.(\$5.00 up to 50 lbs. (min. charge) then .12 .10 cents per pound	.12 0.10
Residential Garbage Extra Can	Extra Cans - Residential	20.00 18.00
Residential Garbage	Residential Garbage Monthly Rate	45.10 41.00
Residential Garbage Pro-Rated	Residential Garbage prorated	1.50 1.37
Scrap Metal	Scrap metal rate per pound	.10 0.08

Senior Solid Waste	Senior Solid Waste Services Rate (Grandfathered 50%)	22.55 20.50
Senior Solid Waste Prorate	Senior Solid Waste prorated (Grandfathered 50%)	.75 0.68
Tipping Fee	Tipping Fee	31.63 28.75
Solid Waste - Continued		
Vehicle Disposal – Thorne Bay Resident	Vehicle Flat Rate Disposal Fee (if vehicles contain fluid and/or tires, they are charged at \$.12 \$0.10 per pound)	110.00 \$100.00
Vehicle Disposal – NON-Resident	Vehicle Flat Rate Disposal Fee (if vehicles contain fluid and/or tires, they are charged at \$.12 0.10 per pound)	220.00 \$200.00
Vehicle Tires -No Rim	Vehicle/Equipment Tire Disposal Fee – Off rim (.12 10 cents per pound)	.12 0.10
Vehicle Tires -On Rim	Vehicle/Equipment Tire Disposal Fee (Tires that are not off of the rim is a flat rate charge of \$25 per tire)	27.50 25.00
Waste Oil	Waste oil (reusable oils) – NOT HAZARDOUS (\$.12 0.10 per pound)	.12 0.10

Zoning Fees		
Resolution 16-09-20-01 & 15-12-15-02 Resolution 22-06-21-02 Add Rezoning Application Fee		
Conditional Use Permit	Conditional Use Permit Fee	55.00 50.00
Platting Application Fee	Platting Application Fee	55.00 50.00
Public Development Fee	Public Development Application Fee	27.50 25.00
Rezone Application Fee	Rezone Application Fee	55.00 50.00
Subdivision Application Fee	Subdivision Application Fee	55.00 50.00
Variance Application Fee	Variance Application Fee	55.00 50.00

Water Fees		
(Customer account total deposits not to exceed \$500, or other rate set forth by resolution) Resolution 22-06-21-02 Adding Water Sale – Boat wash station		
Commercial Deposit	Commercial Account deposit required	2xMonthly Rate
Commercial Water - Excess	Commercial Water excess use per unit	16.50 15.00
Commercial Water - Metered,	Commercial Water Monthly rate - Metered	111.38 101.25
Commercial Water Prorated	Commercial Water Prorated	5.08 3.38
Deposit - Water	Deposit for Water Service	2xMonthly Rate
Drums - 55 gal.	Cost + 30% 25% admin fee	
Residential Water - Metered	Residential Water Monthly rate - Metered	76.18 69.25
Residential Water Excess	Excess Residential Water per unit	16.50 15.00
Residential Water Pro-rated	Residential water prorated	2.54 2.31
Senior Water Pro-rated	Senior water prorated	1.27 1.16
Senior Water Rate	Senior water rate	38.09 34.63
Service Availability Fee	Service Availability Fee: charged during a temporary shut-off for stand-by and safety purposes	39.91 36.28
Water Sale – Boat wash station annual	Water use for boat rinsing in Downtown Business District. Annual permit.	55.00 50.00
Water Sale Bulk	Bulk Water Sales per 1000 gallons - NOT RV fill up.	16.50 15.00

CITY OF THORNE BAY
Rate Schedule for City Services

Prior Amendments to City Rate Schedule include the addition of the following items:

RESOLUTION 22-06-21-02

- **Harbor Department:**
 - Method of calculated moorage fees
 - Increase fee for daily seaplane moorage
 - Increase fee for City Staff 'bailing' customers vessel
- **Streets Department:**
 - Increase the rate charged for rock sales
- **Sewer Department**
 - Increase sewage pump out fees
- **Solid Waste Department:**
 - Increase vehicle disposal fee
 - Change method of how tire disposals are charged
 - Establish a fee for waste oil disposal
- **Water Department:**
 - Establish a fee for use of the washdown station

RESOLUTION 21-04-06-01

- **Harbor Department:**
 - **Harbor Fees:**

Changing the way fees were calculated for harbor moorage from “**per foot of boat length**” to “per foot of boat length or **stall size, whichever is greater**”

Amended deposit rates to be charged by the length of the stall and not length of the vessel as previously established:

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

RESOLUTION 21-04-06-01

➤ **Administration Department:**

Adopted rates for the Rental of Tables and Chairs at \$5.00 for up to one week (\$5 includes up to 5 tables and 25 chairs)

Table & Chair Rentals \$5.00 per week

RESOLUTION 20-06-16-01

➤ **Solid Waste Department:**

The City Council amended only the Solid Waste fee and use schedule, which was adopted in Resolution 18-09-04-01; on June 16th, 2020, in hopes that by reducing the rate for dumping per pound at the Solid Waste Facility, and increasing the days of operation, it will bring additional customers and increase overall revenues of the Solid Waste Department.

Commercial Dump Sale

Commercial Dump Sale per pound ~~\$ 0.18~~ ————— \$ 0.10

Residential Dump Sale

Residential Dump Sale per pound over 50lbs. ~~(\$8.00 up to 50lbs (min. charge) then .18 cents per pound plus tax)~~ ————— ~~\$ 0.18~~ ————— \$ 0.10

Residential Dump Sale Minimum Charge

Residential Dump Sale Minimum Rate \$5.00 up to 50lbs (min. charge) then .10 cents per pound plus tax ~~\$8.00~~ \$ 5.00

RESOLUTION 19-04-16-01

➤ **Sewer Department:**

- **Sewage Pump out Treatment:** Increased the fees for Sewage Pump-Out Treatment from ~~\$0.25~~ to \$0.35

RESOLUTION 18-09-18-01

➤ **Adopting prorated fees for Harbor Contracts:**

Prior to September 2018, the Harbor service were not prorated for a portion of a month used. Resolution 18-09-18-01 amendment provided for prorated harbor rates using the following policy:

- **All harbor contracts are prorated at the monthly rate if cancelled prior to the expiration of the contract term.**
- **Use of a harbor stall for 10 days or more will be charged the full months fee and will not be prorated.**

➤ **Harbor Live-Aboard Fees:**

Established the fee charged for administrative services pertaining to the billing and recording of service changes & provided for the Harbor Live-Aboard users to pay a standby fee while not occupying the vessel, to secure their spot as a “live-aboard”.

- **Administrative Service Fee: \$30.00**
- **Live Aboard Standby Fee: \$36.28**

RESOLUTION 18-03-20-01

This resolution provided the following amendments to the existing rate structure:

- Removed EMS Fees – No active EMS Department
- Established Development Permit Application Fee \$25.00
- Adopted bulk water sale rate for water that was obtained from the Water Treatment plant at a rate of \$15 per thousand gallons.
- Increased Harbor Transient Electric Rate to \$12.00 from \$7.00

RESOLUTION 17-11-07-03

Adopting Seaplane Moorage Fees:

All fees are subject to City Sales Tax

- Daily \$5
- Monthly \$70
- Bi-Annual \$360
- Annual \$600

RESOLUTION 17-08-01-02

Amended all fee and rate schedules set forth prior to June 2017 and adopting all rates in one resolution.



CITY OF THORNE BAY

P.O. BOX 19110
THORNE BAY, ALASKA 99919
(907) 828-3380
FAX (907) 828-3374
administrator@thornebay-ak.gov
www.thornebay-ak.gov

To: Thorne Bay City Council
From: John Huestis, City Administrator
Re: City 2025 Budget, July 1, 2025 – June 30, 2026

Recommended Budget Balancing Measures by Department

Administration: \$55,016

Revenue:

Permits and Fees: Increase all permits and fees 10% across the board.

Revenue: \$2,000

Service Charges: Increase all service charges 10%, add Credit Card Bank Fees

Revenue: \$4,215

Sales Taxes: Increase sales taxes 1% from 6% to 7% for 6 months (April thru September)

Revenue: \$45,833

Special Consideration: Requires a vote of the citizens, need to work to get on the ballot for November.

Expenses:

Personnel: Administrator position – Contract step increase will be limited to 1 per year and second step increase will be frozen for 2025 and will be reviewed annually during budget.

Savings: \$2,968

Harbor: \$20,031

Revenue: Enterprise Accounts

Davidson Landing Fees: Increase fees 10%

Revenue: \$2,600

North Harbor Fees: Increase fees 10%

Revenue: \$8,000

Live-aboard Fees: Increase fees 10%

Revenue: \$750

Tax Income: Increase sales tax 1% for 6 months (ballot measure)

Revenue: \$375

Expenses:

Personnel: Harbormaster position – Cover Solid Waste collection/baling 26.4 hours per month

Savings: 15% Labor costs to Solid Waste = \$8,306

VPSO: \$8,400

Expenses:

Personnel: Housing Stipend – reduce stipend from \$700/VPSO to \$350/VPSO

Savings: \$8,400

Solid Waste: \$ \$36,952

Revenue: Enterprise Accounts

Solid Waste Fees: Increase fees dump fees from \$0.10/lb to \$0.12/lb

Revenue: \$9,590

Solid Waste Fees: Increase fees on all other services/accounts by 10% (**\$41.00 to \$45.10**)

Revenue: \$9,833

Tax Income: Increase sales tax 1% for 6 months (ballot measure)

Revenue: \$458

Expenses:

Personnel: Reduce staff from 2 FTE to 1 FTE, cover support operations with other City staff

Savings: \$58,757

Harbormaster position – Cover solid waste collection/baling 26.4 hours per month

Cost = \$8,306

Streets and Roads position – Cover solid waste collection/baling 26.4 hours/month

Cost = \$11,060

Net Overall Savings: \$39,391

Equipment Purchase Payments: New ASV Skid Steer Loader (5-year term)

Cost: \$22,320 – annual amount with payments at \$1,860/month

Streets and Roads: \$33,380

Expenses:

Personnel: Maintenance worker - cover solid waste collection/baling 26.4 hours per month

Savings: 15% Labor costs to Solid Waste = \$11,060

Equipment Purchase: \$22,320 – transferred to Solid Waste Expenses

Sewer: \$14,464

Revenue: Enterprise Accounts

Sewer Fees: Increase fees 10% (**\$79.37 to \$87.31**)

Revenue: \$13,922

Tax Income: Increase sales tax 1% for 6 months (ballot measure)

Revenue: \$542

Water: \$15,281

Revenue: Enterprise Accounts

Water Fees: Increase fees 10% (**\$69.25 to \$76.18**)

Revenue: \$14,739

Tax Income: Increase sales tax 1% for 6 months (ballot measure)

Revenue: \$542

TOTAL: \$183,524

TOTAL W/O TAX INCREASE: \$135,774

TOTAL TAX INCREASE: \$47,750

Total Existing Water/Sewer/ Garbage Rate Combined: \$189.62/month

Total Proposed Water/Sewer/ Garbage Rate Combined: \$208.59/month

Increase in Combined: \$18.96/month

Increase in Senior Combined: \$9.48/month



**CITY OF THORNE BAY
RESOLUTION 24-07-02-02**

A RESOLUTION OF THE CITY COUNCIL RENEWING JOHN HUESTIS CONTRACT AS THE CITY ADMINISTRATOR FOR THE CITY OF THORNE BAY, FOR A CONTRACT TERM OF 3-YEARS TO COMMENCE ON OCTOBER 18, 2024

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

WHEREAS, the City Council has duly evaluated the performance of the City Administrator, John Huestis, and acknowledges his exemplary service and dedication to the city; and

WHEREAS, the City Administrator has effectively fulfilled the responsibilities outlined in his contract and demonstrated significant achievements in managing city operations, fostering community relations, and achieving strategic objectives; and

WHEREAS, it is in the best interest of the city to maintain continuity in leadership and benefit from the City Administrator's continued service; and

WHEREAS, the City Council has reviewed and approved the terms of the contract renewal as negotiated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Thorne Bay that:

1. The City Administrator, John Huestis, shall have his contract renewed for an additional term commencing on October 18, 2024 and ending on October 17, 2027.
2. The terms of the renewed contract, including compensation and benefits, shall be as negotiated and agreed upon by the City Council.
3. The Mayor and City Clerk are hereby authorized and directed to execute the renewed contract on behalf of the City Council.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 2nd Day of July 2024

Shane Nyquest, Mayor

Attest:

Caitlyn Sawyer, City Clerk/Treasurer



CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this **2nd day of July 2024**, by and between the City of Thorne Bay, Alaska, a municipal corporation, hereinafter called “City” and, John Huestis, hereinafter called “Administrator,” both of whom agree as follows:

In consideration of the mutual covenants herein contained, the City and Administrator agree as follows:

Section 1. Employment, Duties and Authority:

- A. The City has agreed to employ City Administrator as City Administrator. Administrator agrees to accept employment as the City Administrator consistent with the terms of this Agreement.
- B. Administrator shall, consistent with State law, City code, and the degree to which the Mayor (as Chief Executive Officer) has delegated any of the Mayor’s CEO functions pursuant to Thorne Bay Municipal Code Sec. 2.14.050, (incorporated by reference) and acting at all time under the delegation and supervision of the Mayor, be responsible for the following: the overall day to day management, execution and administration of City operations, with the exception of the City Clerk’s Office, within budget appropriations pursuant to City policy and code; providing policy advice to elected officials and providing for open communication with city employees and the community so as to foster responsive and courteous public service.

Section 2. Term:

- A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Administrator at any time; subject only to the provisions set forth in Section 4 of this Agreement.

EMPLOYMENT AGREEMENT
CITY OF THORNE BAY & JOHN HUESTIS

- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Administrator to resign at any time from his position with the City, subject to the notice Administrator must give under Section 4 of this Agreement.
- C. This contract shall be for a term of 3-years, with the provisions of this contract to commence October 18, 2024, and shall terminate October 17, 2027.
- D. This Agreement shall terminate automatically at the end of the contract term unless the parties agree in writing to extend the Agreement for one or more additional terms. Notwithstanding this provision, this Agreement may be terminated as provided in Section 4 of this Agreement.

Section 3. Suspension:

The City may suspend Administrator with full pay and benefits at any time during the term of this Agreement, upon a vote of a majority of the Council.

Section 4. Termination:

If the City terminates the Agreement, the City shall pay Administrator severance pay in a lump sum equal to three month's pay at Administrator's highest rate of pay during his term of City employment. The Administrator may terminate this Agreement upon written notice at least thirty days (30) in advance of the resignation date of the Administrator. If Administrator terminates this Agreement, Administrator is not entitled to any severance pay, except accrued benefits. The Administrator shall not be entitled to any termination pay, except accrued benefits if Administrator is terminated in whole or in part for cause.

For the purposes of this Agreement, the Administrator's refusal to be vaccinated, with any current or future vaccine, on the basis of deeply held moral or religious convictions, shall not constitute just cause. The severance pay shall not include pay for any unused sick leave or accrued sick leave.

Section 5. Disability:

If Administrator is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave or for sixty (60) working days over a ninety (90) working day period, the City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4.

Section 6. Salary and Benefits:

Wages. Administrator's starting annual salary shall begin at \$117,876 (\$9,823 mo.). The Administrator's salary shall increase at a rate of 2 steps per year on the most recently published federal GS Wage Scale as adjusted annually for the cost-of-living increase, based on satisfactory performance. It is agreed that the Administrator will only take a one step increase instead of two in the years where city employee step increases are frozen due to budgetary considerations. One step will be granted each year, but the second step will be considered on a year-by-year basis the same as all other employees eligible for step increases. The decision to grant this step will be made by the mayor.

Administrator shall be entitled to the benefits of other full-time City employees, except as inconsistent with this agreement and except as specifically exempted pursuant to Section 8 of this Agreement.

- A. **Remote Work.** "The Administrator may be approved to work remotely by the Mayor, generally for up to two weeks at one time, and generally for up to 9 weeks in any year of this Agreement.
- 1) A year of this agreement is defined as beginning on October 18, 2024 and extending to the next year of October 17, 2025.
 - 2) Whether to grant the request to work remotely is solely within the discretion of the Mayor, taking into account all the circumstances of the City at the time of the request.
 - 3) This Contract does not create a right to work remotely, it allows for working remotely in the discretion of the Mayor and the timeframes listed above are not intended to limit the Mayor's authority to approve remote work beyond those listed.
- B. **Holidays and Vacation.** Administrator shall accrue vacation at the rate of 6-hours bi-weekly.
- C. **Sick Leave.** Administrator shall accrue sick leave at a rate of other full-time employees.

Section 7. Goal setting and Performance Evaluation:

- A. The Mayor and individual members of the City Council may (but are not required to) periodically identify their concerns by either informal discussions with Administrator or by more formal means during City Council meetings. The Mayor/City Council will meet with Administrator annually for the purpose of setting City Council goals and priorities.

EMPLOYMENT AGREEMENT
CITY OF THORNE BAY & JOHN HUESTIS

- B. Administrator's job performance may be reviewed annually upon the anniversary date of this Agreement.
- C. In the event the City Council determines that the performance of the Administrator is unsatisfactory in any respect or needs significant improvement in an area, the City Council may, but is not required to describe those concerns in writing.

Section 8. Hours of Work:

- A. Administrator understands and agrees that he is exempt under the Fair Labor Standards Act (FLSA) and that he is exempt from the City's personnel rules as adopted from time to time, except as provided under Section 12 of this Agreement. Administrator understands and agrees that he is not eligible for overtime or compensatory time provisions available to other employees of the City.
- B. Administrator shall specifically not be entitled to any of the benefits, rights, or procedures specified in Sections 2.24.050, 2.24.080, and 2.24.090 of the Thorne Bay Municipal Code.

Section 9. Outside Work Activities:

The Administrator is allowed to work more than 40 hours per week in outside employment or business for compensation without the prior approval of the Council.

Section 10. Indemnification:

The City shall defend, save harmless and indemnify Administrator against any tort claim, professional liability claims or demand, or other legal action brought by any third party, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Administrator's duties as City Administrator. The City's obligation to defend and indemnify Administrator shall not, however, extend to any acts or omissions of Administrator of malfeasance or which are beyond the scope of Administrator's employment with the City. The City shall have the authority to settle and pay any such claims or suit. The City may utilize, to the extent it is available, any applicable insurance coverage, which the City has procured. To the extent not inconsistent with the above, nothing contained herein shall be interpreted as limiting or diminishing the City's legal rights against Administrator.

Section 11. Bonding:

The City shall bear the full cost of fidelity or other bonds required of Administrator under any lay or ordinance.

Section 12. Other terms and Conditions of Employment:

The Administrator shall be granted a one-time cash out of his Vacation Leave benefit at his discretion and at the time of his choosing, upon making such request to the mayor for approval. All other provisions of the City Code and regulations and rules of the City relating to vacation, sick leave, retirement and pension contributions, holidays and other fringe benefits as they now exist or hereafter may be amended, shall also apply to Administrator as they would to other employees of the City, except to the extent such general Code, rules and regulations are inconsistent with specific terms of this agreement. In the event of any inconsistency between the terms of this Agreement and any City Codes, rules, or regulations, this Agreement governs.

Section 13. Notices:

Notice pursuant to this Agreement shall be given by personal delivery or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) City: Mayor Cindy Edenfield
City of Thorne Bay
PO Box 19110
Thorne Bay, Alaska 99919
- (2) Employee: John Huestis
PO Box 19334
Thorne Bay, Alaska 99919

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 14. General Provisions:

- A. The text herein shall constitute the entire Agreement between the City and Administrator.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at lay and executors of Administrator.
- C. This Agreement shall become effective when signed by both City and Administrator.

EMPLOYMENT AGREEMENT
CITY OF THORNE BAY & JOHN HUESTIS

- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, and shall not be affected and shall remain in full force and effect.
- E. This Agreement shall be construed according to the laws of the State of Alaska.
- F. The Superior Court for the State of Alaska, First Judicial District at Klawock, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or relating to this Agreement or arising out of or related to any performance under this Agreement.
- G. There are no other agreements, either oral or written between Administrator and the City of Thorne Bay, and specifically Administrator does not have any rights or benefits that may be available to any other employees of the City by virtue or any employee manuals or handbooks, other than as specified in this Agreement.
- H. Upon termination of this Agreement for any reason whatsoever, Administrator shall return to the City all books, records, lists, and other written, typed or printed materials, whether furnished by the City or prepared by Administrator, which contains any information related to the City. Administrator shall neither make nor retain any copies of such materials after termination of this Agreement without the prior written consent of the Mayor. Administrator shall immediately turn over to the Mayor all keys, and any laptop, iPad, cell phone, or any other similar electronic device provided to him for use in his employment and shall not delete or remove any content from any such electronic device before returning it to the Mayor.
- I. Administrator acknowledges that his employment does not confer upon him any ownership interest in or personal claim to any laptop, iPad, cell phone, or any other similar electronic device. Administrator expressly agrees that the compensation and benefits received or payable to Administrator is all the compensation due the Administrator with respect to Administrator's services and employment.

Section 15. Mediation:

As a condition precedent to filing any action in court with respect to any dispute arising out of or relating to this Agreement or arising out or relating to Administrator's employment with the City, Administrator agrees to submit that dispute to mediation with a professional mediator mutually agreed to by Administrator and the City, and Administrator agrees to make a good faith effort to resolve the dispute in mediation.

EMPLOYMENT AGREEMENT
CITY OF THORNE BAY & JOHN HUESTIS

Section 16. Modifications:

- A. No modification of this Agreement shall be valid unless in writing and approved by the City Council and Administrator.
- B. Administrator understands and agrees that no City employee nor the Mayor nor any individual member of the City Council has any authority to make any promises to Administrator nor have any authority to modify or alter the terms and conditions of this Agreement.

Section 17. Acknowledgement of representation:

Administrator acknowledges that he has had a full opportunity to consult attorneys of his choice before signing this Agreement. Administrator acknowledges that he 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 Agreement, and he further acknowledges that he had not received and is not relying on any legal advice or representations by the City's attorneys.

IN WITNESS WHEREOF, THE CITY OF THORNE BAY, ALASKA, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its Clerk, and Administrator has signed and executed this Agreement, both in duplicate, the day and year first above written.

Shane Nyquest, Mayor Date

John Huestis, City Administrator Date

Caitlyn Sawyer, City Clerk/Treasurer Date



CITY OF THORNE BAY
NON-CODE
ORDINANCE 24-08-06-01

A NON-CODE ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AUTHORIZING THE SALE OF MUNICIPAL OWNED LAND LOT 4 BLOCK 4, A.S.L.S. 82-139 , PUBLIC ZONED PROPERTY, TO COMMUNITY CONNECTIONS.
BE IT ENACTED BY THE THORNE BAY CITY COUNCIL

Section 1. Classification. This ordinance is a non-code ordinance.

Section 2. Purpose of the Ordinance. The purpose of this ordinance is to authorize the Mayor to execute the sale of Municipal Owned Property, described as Block 4 Lot 4 A.S.L.S. 82-139 as an over the counter sale to Community Connections for the total price of \$60,000.00. Transaction of this land sale will be considered completed upon receipt of payment made to the City of Thorne Bay by Community Connections at the agreed price of \$60,000.00.

Section 3: Disposal of Land by Negotiated Sales and Exchanges. TBMC 2.56.150 (B) Disposal Methods states: Negotiated Sales and Exchanges. Upon authorization by the council by non-code ordinance, the Mayor or City Administrator may commence negotiations for the sale or exchange or another disposal of city land. The final terms of a negotiated disposal are subject to approval by the council unless the minimum essential terms and the authority of the mayor to execute the disposal are set forth in the ordinance authorizing negotiations. The negotiated disposal may not be executed until the effective date of the ordinance.

Whereas, the decision to sell this land to Community Connections has been made based upon a proposal they made to the City Council dated June 6, 2024 and revised June 26, 2024 whereby they had previously surveyed the land and paid for an appraisal of the land and are making an offer to purchase the land for the full appraised value, and

Whereas, the purpose of the purchase as stated by Community Connections staff is to build a new modern facility to provide on-going services to the community for the foreseeable future. The building project will be dependent upon them receiving grant funding or some combination of grants and loans to construct, and

Whereas, the City Council considers Community Connections to be a good neighbor and believes they provide important services within the City of Thorne Bay and surrounding communities and is therefore agreeable to selling them this land to facilitate their future operational success within the City of Thorne Bay, and

Whereas, the city recognizes that this parcel is zoned Public and that a Conditional Use may need to be granted for this development to be properly permitted, and

Whereas, the City is willing to sell this property to Community Connections for full appraised value with the following considerations being included in the sales agreement:

1. The City is granted the first right of refusal should Community Connections ever decide to sell the property.
2. Should the City exercise its first right of refusal to purchase the property back from Community Connections, it shall be for the same price it sold the property to them or less, depending on the fair market value of the property at the time.

Now Therefore, be it Resolved, the City Council for the City of Thorne Bay, Alaska hereby approves this land sale to Community Connections consistent with the terms and conditions as proposed by Community Connections in the attached letter dated June 26, 2024 and as contained in this Ordinance governing such sale.

Be it Further Resolved, the City Council hereby authorized the Mayor and Administrator to take such actions as are necessary to properly effect this sale of land and to enter into and sign a purchase and sales agreement consistent with the intent and conditions of this Ordinance.

Section 4. Effective Date. This ordinance shall become effective upon its adoption by the City Council.

PASSED AND APPROVED: August 6, 2024

ATTEST:

Shane Nyquest, Mayor

Caitlyn Sawyer, City Clerk



IT IS IN THE SHELTER
OF EACH OTHER THAT
THE PEOPLE LIVE.

Irish Proverb

June 26, 2024

John Huestis
Thorne Bay City Council
120 Freeman Drive
Thorne Bay, AK 99919

Dear Administrator and Thorne Bay City Council:

RE: AMENDED PROPOSAL REGARDING LOT 4, BLOCK 4, ASLS 82-139.

Thank you so much for the thoughtful discussion at your June Council meeting regarding our proposal to purchase property in Thorne Bay. Given some of the issues and concerns raised during the meeting, Community Connections is willing to amend our proposal in the following ways:

- Community Connections is willing to pay full market price for the parcel, \$60,000
- Community Connections would convey to the City of Thorne Bay "right of first refusal" should we ever wish to sell the property.
- We will agree to city zoning designations that would limit the use of the property to "public welfare" or other similar terminology.
- We will complete the Conditional Use Permit process, if required by the City.

Community Connections wishes to be a good partner with the city in developing the property. We are willing to keep the city involved as we plan for a prospective facility through regular updates to the city council or perhaps even involving your staff in facility planning meetings. Community Connections is a 501(c)3 non-profit organization with 39 years of continuous operation in Ketchikan and surrounding areas. Community Connections has successfully developed a variety of new facilities and completed major renovations over the years. Community Connections has a long track record of developing and carefully maintaining its facilities in close cooperation with collaborators.

Please let us know if there is any additional information needed. Thanks again for your careful consideration of our proposal.

Sincerely,

Bess Clark, MBA
Executive Director

Ketchikan

721 Stedman St.
Ketchikan, AK 99901
Tel: (907) 225-7825
Fax: (907) 225-1541

Prince of Wales

P.O. Box 420
Craig, AK 99921
Tel: (907) 826-3891
Fax: (907) 826-3892

ComConnections.org