

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, FEBRUARY 3, 2026

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 when dialing from a video system) (when dialing from a phone or video system)

- 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:** provided in agenda packet
- 7) **PUBLIC COMMENTS:**
- 8) **COUNCIL COMMENTS:**
- 9) **CONSENT AGENDA:**
 - a) **Minutes** of the January 20, 2026, Regular City Council Meeting, action item:
- 10) **UNFINISHED BUSINESS:**
 - a) **Discussion item:** Jim Seeley Lease;
 - b) **Discussion item:** Flat rate for Seniors;
 - c) **Discussion item:** Amendment to Resolution 23-02-21-02 approving MOA with OVK;
 - d) **Discussion item;** City Administrator's in-kind contribution to OVK
- 11) **NEW BUSINESS:**
 - a) **Resolution 26-02-03-01:** Approved the purchase of CivicPlus for a term of 15month, discussion and action item;
 - b) **Resolution 26-02-03-02:** Accepting the Resignation of Mayor, Shane Nyquest, discussion and action item;
 - c) **Resolution 26-02-03-03:** Accepting the Resignation of City Administrator, John Huestis, discussion and action item;
 - d) **Resolution 26-02-03-04:** Amending the City Council Boards and Commissions Meeting Procedures Policy, discussion and action item;
 - e) **Resolution 26-02-03-05:** Appointing a Mayor Pro-tempore, discussion and action item;
- 12) **ORDINANCE FOR INTRODUCTION:**
 - a) **Ordinance 26-02-17-01:** Ordinance to change TBMC 2.04.180 (L) Meetings – Order of Business, Public Hearing and Public Participation on agenda items, Discussion and action item,
 - b) **Ordinance 26-02-17-02:** Ordinance to amend TBMC 3.12.040-3.12.170, Purchasing Sections, discussion and action item;
- 13) **CONTINUATION OF PUBLIC COMMENT:**

14) CONTINUATION OF COUNCIL COMMENT:

15) ADJOURNMENT:

POSTED: January 30, 2026

DRAFT

MINUTES

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JANUARY 20, 2026

TIME: 6 : 30 p.m.

THERE WAS A WORKSHOP BEGINNING AT 6:00PM

1) **CALL TO ORDER:**

Mayor called the meeting to order at 6:30pm

2) **PLEDGE TO FLAG:**

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

3) **ROLL CALL:**

Those present were:

Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

Those absent were: Kaer

4) **APPROVAL OF AGENDA:**

Mayor moved to approve the Agenda, Seconded, discussion:

MOTION: Move to approve Agenda.

F/S: Nyquest/Killian

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS:

ABSENT: Kaer

STATUS: Motion Passed

5) **MAYOR'S REPORT:**

a) Has decided to step down as Mayor as of end of January.

6) **ADMINISTRATIVE REPORTS:**

a) **City Administrator:** attached in Agenda Packet

i. **Council Comments:**

b) **City Clerk:**

7) **PUBLIC COMMENTS: NONE**

8) **COUNCIL COMMENTS:**

a) **Timber Pesterfield** notified Council of travel plans – available by email and phone. Thanked the Mayor for his service, expressed respect for decision to resign. Appreciation for Sam Sawyer for reapplying and coming back. Thanked the City Administrator for his service and requested he stay on for tying up ends, and transfer of service.

9) **CONSENT AGENDA:**

a) **Minutes** of the January 6, 2026, Regular City Council Meeting, action item:

Mayor moved to approve the Consent Agenda consisting of the Minutes from January 6, 2026, Seconded.

MOTION: Move to approve Consent Agenda.

F/S: Nyquest/ Lovell

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

10) UNFINISHED BUSINESS:

- a) Discussion item: City webpage host selection;
- o Clerk gave overview of CivicPlus and Govstack. Recommended CivicPlus.
- o Council requested complete quote for what Clerk would like and would like to make a decision at the next meeting.

11) NEW BUSINESS:

- a) **Resolution 26-01-20-01**, Adopting an Alternative Allocation Method for the FY26 Shared Fisheries Business Tax Program, discussion and action item;

Mayor motion to approve Resolution 26-01-20-01, Adopting Alternative Allocation Method for FY26 Shared Fisheries Business Tax Program, Seconded, No discussion held;

MOTION: Move to approve Resolution 26-01-20-01 Adopting Alternative Allocation Method for FY26 Shared Fisheries Business Tax Program

F/S: Nyquest/ Killian

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

- b) Discussion item: Jim Seeley Lease;

- i. Jim Seeley gave an overview of plans to build warehouse building, small hardware store with storage or building space. Need to be doing enough business to sustain itself, had concerns with some of the lease terms.

Lovell moved to suspend the rules to allow public comment on Agenda items, seconded;

F/S: Lovell/ Nyquest

YEAS: Pesterfield, Lovell, Cunningham, , Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

- ii. Sam Sawyer public comment: City would receive more income by selling than leasing.

Council discussion followed, lease with highlights to be provided to Council for review before next Council meeting.

- c) Discussion item: EMS Coordinator position;

- i. Lovell expressed the need for a Coordinator for EMS
 - ii. POI Nyquest: What is the code? Clerk provided 2.38.015
 - iii. Lovell questioned if the Clerk's office will be taking over duties? Stated Clerk's office is being assigned additional duties. **Clerk** clarified that we were not delegated the tasked, we were asked if we would be open to splitting duties.
 - iv. Angie Feinimore public comment: gave an update on emails sent to Administration to help with the transfer of duties.
- d) Discussion: Amendment to Resolution 23-02-21-02 approving MOA with OVK;
 - i. Pesterfield did not receive the MOA/Resolution with this packet. The main intent is to strike the statement in Resolution 23-02-21-02 that allows the Mayor to sign any subsequent documents and change it to send subsequent documents and contracts to Council for approval instead.
 - ii. Lovell agreed, would like oversight to stay with the Council and Public.

Pesterfield moved to add to next meeting, Nyquest seconded

F/S: Pesterfield/ Nyquest

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

e) Discussion item: Flat rate for Seniors;

- i. Cunningham suggested having senior rates for residential dump sales. 2 garbage cans not to exceed 35 gallons, flat rate of \$7 instead of by lb prices. Nyquest questioned what the frequency should be? Biweekly, monthly, weekly? Council would like Cunningham to present idea with options at the next meeting.
- ii. Angie Feinmore Public Comment: Questioned what qualified as a senior? Answered – 65 yrs old.

Mayor moved to bring the discussion of flat rate for seniors to the next meeting, Seconded,

F/S: Nyquest/ Killian

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

f) Discussion item: Repeal Ordinance 22-02-01-01;

Anderson moved to bring the Discussion item: Repeal Ordinance 22-02-01-01 to the next meeting, Seconded,

F/S: Anderson/ Cunningham

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

g) Discussion item; City Administrator's in-kind contribution to OVK

- i. Anderson questioned what the deal is with the in-kind contribution? How will Thorne Bay be on the hook for the bill in the future?
- ii. David Shilts questioned if that was in the MOA?
- iii. Lovell POI: how do we interpret the in-kind verbiage and how are we accounting for it? How are transfers preformed? Would like the rational and statement of how things in the MOA are being taken care of. Where are funds coming from?
- iv. Pesterfield commented that there is no documentation as it was brought up during Council discussion of OVK MOA. Administrator brought up in-kind contributions that covered the amount that Thorne Bay would be paying. Question being asked is what is the value of the work and how is it charted? How is Thorne Bay affected in the future financially. We will be paying Kasaan or fixing the grader.
- v. Nyquest commented Huestis should answer these questions. Not a number put on the time spent.
- vi. Lovell suggested bills need to come from OVK so that Council can see an amount.

Nyquest moved to move Discussion item; City Administrator's in-kind contribution to OVK to the next meeting, Seconded

F/S: Nyquest/ Anderson

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

12) **ORDINANCE FOR PUBLIC HEARING:**

- a) **Non-Code Ordinance 26-01-20-01:** Authorizing a Special Election to be held February 24, 2026, discussion and action item;

MOTION: Move to strike Non-Code Ordinance 26-01-20-01 from the agenda due to previous statement of Resignation, Seconded

F/S: Nyquest/Killan

YEAS: Pesterfield, Lovell, Cunningham, Nyquest, Anderson, Killian

NAYS: None

ABSENT: Kaer

STATUS: Motion Passed

POI: Pesterfield, suggested that Council did not do the right thing by striking this Ordinance because the Mayor did not submit his letter of Resignation. Mayor responded that his resignation is on Public record that he is resigning. Clerk commented that Council will accept the resignation via Resolution at the next meeting.

13) **CONTINUATION OF PUBLIC COMMENT:**

- a) **David Shilts** Appreciate Council putting items on hold until more information is provided to the public. Referenced OVK road inventory and would like all agreements to benefit Thorne Bay. Would like Council to present OVK items to the public to have public input on agreements. Agreements should be to benefit the City or not agreed on.

POI Nyquest asked for clarification on the roads being given to OVK. Shilts suggested that we gave roads to OVK and they are not required to do maintenance. Mayor clarified that we did not give up ownership, roads are put into the inventory.

14) **CONTINUATION OF COUNCIL COMMENT:**

- a) **Anderson** commented on the inventory process and how it works.
- i. Clerk clarified inventory vs ownership of roads and that the practice of Tribal inventory of roads is practiced throughout the island.
- b) **Timber** expressed appreciation for discussions, requested clarification on the direction of the Seeley lease direction? Thanked Mayor Nyquest for his work and requested assistance to the next Mayor in transition. Requested to bring back the Council Procedures and Policies reviews at the next meeting. Thanked the new Community Center Planning Committee members. Thanked Sam Sawyer for returning to the City.

15) **ADJOURNMENT: Mayor adjourned at 9:03 pm.**



Sponsor: Mayor Lee Burger
Adoption: February 21, 2023
Vote: 6 Yeas, 0 Nays, 1 Absent

CITY OF THORNE BAY
RESOLUTION 23-02-21-02

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY (TNB), APPROVING A MEMORANDUM OF AGREEMENT (MOA) WITH THE ORGANIZED VILLAGE OF KASAAN (OVK) FOR ROAD MAINTENANCE AND OTHER SERVICES TO BE PROVIDED BY OVK THROUGH ITS DEPARTMENT OF TRANSPORTATION (DOT) IN PARTNERSHIP WITH TNB AND AUTHORIZING THE MAYOR TO SIGN THE MOA

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

WHEREAS, OVK intends to continue to assist TNB in performing road maintenance, on the Kasaan to Goose Creek Access Road within the City limits of the TNB as it has done in partnership with TNB for many years; and

WHEREAS, this update to the MOA is intended to refresh this commitment and specifically cover additional areas of interest between the two agencies such as the application and delivery of certain grants and grant funded projects on the Kasaan to Goose Creek Road project; and

WHEREAS, OVK is capable of providing the necessary road maintenance, grant writing, construction project delivery and administration of grants and other services in conjunction with the above mentioned road and projects on this road; and

WHEREAS, it is in the best interest of both OVK and TNB to enter into this MOA because citizens of both TNB and OVK rely on this road as their sole access in and out of South TNB and the community of Kasaan on a daily basis and both agencies have different strengths and different operational capacities and a strong partnership is critical to the mission of both agencies in managing this transportation asset; and

WHEREAS, OVK's FHWA approved Long-Range Transportation Plan and Tribal Transportation Improvement Program which is used to implement its transportation priorities shows its further commitment to supporting the Kasaan to Goose Creek Road project completion as it is identified as the number one priority transportation project and supports its intent to work with TNB on its further development and delivery to include long term maintenance even after the construction is completed in the future; and

WHEREAS, the maintenance and construction of the Kasaan to Goose Creek Road project has strong regional support and is the number one priority surface transportation project for OVK, the City of Kasaan, the City of Thorne Bay and the Prince of Wales Community Advisory Committee; and

WHEREAS, after the appropriate public input and due consideration, TNB has recommended that the road maintenance and construction services MOA with OVK be approved.

NOW THEREFORE BE IT RESOLVED, by the TNB City Council that the attached MOA creating a unified maintenance and construction program between TNB and the OVK Department of Transportation is hereby approved to guide the work the two agencies do together to achieve their goals and objectives in creating an improved and well-maintained roadway network and to jointly support each other on project delivery to the mutual benefit of all of our citizens; and

BE IT FURTHER RESOLVED, that the TNB City Council authorizes the Mayor to sign the MOA and any subsequent documents mentioned in the MOA or other project level agreements either specified or required for carrying out the intent and spirit of the MOA in the maintenance and operations of the roads or projects to improve the roads covered under this MOA.

PASSED AND APPROVED February 21, 2023

ATTEST:



Lee Burger, Mayor



Teri Feibel, CMC
For Caitlyn Sawyer, City Clerk/Treasurer

LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2025 by and between James L. Seley, (hereinafter called “Lessee”) and the City of Thorne Bay (hereinafter called “Lessor”)

1. **Leased Premises.** Lessor does hereby lease to Lessee Lots 7 and 8, Plat 2006-5, Business District Subdivision, which may be referred to as the (“Leased Premises”)
2. **Municipal Code, Title 2, Article III, Incorporated.** The provisions of Title 2, Article III of the Thorne Bay Municipal Code shall apply to the terms of this Lease Agreement and are attached hereto as Exhibit B and incorporated herein by reference.
3. **Term.** The term of this Lease shall be for a period of thirty years commencing on the _____ day of _____, 2025, and terminating on the _____ day of _____, 2055. Lessee shall have the option to request a renewal of this lease for an additional ten year period subject to renegotiation of lease payments acceptable to both Lessor and Lessee and renegotiation of any lease terms or provisions deemed necessary by the Lessor, which may include, but not be limited to insurance requirements. The renegotiation of the additional ten-year period must be in accordance with the Thorne Bay Municipal Code, as may be amended during the thirty year term. An option to renew the lease for the additional ten-year period can only be effective upon approval by the Thorne Bay City Council. **Lessee understands and agrees that they have no expectation of the ten year additional renewal term and that such a renewal term is in the sole discretion of the Thorne Bay City Council.** This option to request a renewal shall be exercised by the Lessee in writing sixty (60) days prior to the expiration of the original lease term. The option to renew is specifically waived if not exercised in full compliance with this provision, Section 3.

This Lease expires automatically on the last day of the first thirty year period absent a request for an option to renew and new lease approved by the Thorne Bay City Council.

If the parties have not executed a new lease on or before the expiration of the first thirty year period, or the Lessee has not vacated leased premises, the Lessee may remain on leased premises and continue to operate in accordance with this Lease as a hold over Lessee on a month to month basis. All of the provisions of this Lease will remain in effect except that:

- A) The Lease Payment specified in Paragraph 4 below shall be increased by a factor of 50% and shall be payable in equal monthly amounts on the first day of each month.
- B) In addition to any rights of the Lessor to terminate this Lease as specified in this Lease, or as specified in the Thorne Bay Municipal Code, the Lessor shall have all rights to terminate this Lease in accordance with any provision of law applicable to a month to month Lessee.
- C) The Lessor shall have the right to require an increase in insurance amounts in

the sole discretion of the Lessor as a term and condition of any holdover month to month tenancy.

4. **Monthly Lease Payment.** Lessee covenants and agrees to pay Lessor monthly lease payments in the sum of Five Hundred and Fifty-Eight Dollars (\$558.00) plus applicable sales tax, payable in advance on the first day of each month of the lease term. In the event any payment required to be made pursuant to this Lease Agreement is more than ten (10) days past due, a late charge equal to ten percent (10%) per annum on such past due amount will be assessed and charged to Lessee by Lessor. At the expiration of each two year period of time during the term 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; provided, however, that any upward adjustment of the monthly lease payment shall not exceed that amount reflected in the most current Cost of Living Index, regularly published in the CPI Detailed Report by the U.S. Department of Labor, Bureau of Labor Statistics. In the event the CPI is discontinued or revised during the term hereof, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same results that would have been obtained if the publication had not been discontinued or revised.

5. **Use.** Lessee may use the leased premises for the purposes of building and maintaining a retail hardware store, building materials retail facility and affiliated and associated storage, parking and access. Lessee's building, not to exceed 36 feet by 104 feet, to be utilized by Lessee for any appropriately zoned business and for a parking area to be utilized by Lessee's employees and customers. The leased premises shall be used for no other purposes without the prior written consent of Lessor.

6. **Utilities and Fees.** Lessee agrees to pay charges for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil, internet and telephone.

7. **Utility Service Extensions.** Lessor agrees to install electrical service to Lessee's building which will be placed on the leased premises. Lessee agrees to install all "customer owned electric," as that term is defined in City of Thorne Bay Ordinance 88-48, as amended, Section 51.12.040, which installation shall be in accordance with the terms and conditions of said Ordinance, attached hereto as Exhibit C and incorporated herein by reference. Lessor agrees to allow Lessee to hook into Lessor's water and sewer system. Lessee, at Lessee's sole cost and expense, will provide all necessary water and sewer utility extensions from Lessee's building which will be placed on the leased premises to Lessor's water and sewer mains, including any pumps which may be necessary. Lessee's water and sewer extensions must be in accordance with Ordinance 88-48, as amended. Both service extensions will be subject to Lessor's inspection and approval prior to Lessor providing the water and sewer service. Lessee will be billed and will pay for such water and sewer service on a monthly basis at the regularly published water and sewer rate.

8. **Repairs, Maintenance and Compliance with Laws.** 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 federal, state and local applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury to the leased premises. Lessee's use of the leased premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of this Lease Agreement and grounds for Lessor's immediate termination of the Lease Agreement, in the sole discretion of the Lessor. Lessee is required to obtain building permit authorization from the Lessor for construction of any and all structures placed on the lease area.

9. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the leased premises shall be subject to Lessor's prior written approval. After prior written consent of Lessor, Lessee may make alterations and improvements to the leased premises, at Lessee's sole cost and expense. Lessor may elect to require Lessee to remove any such alterations and improvements upon termination of this Lease Agreement at Lessee's sole cost and expense. Any of Lessee's improvements remaining on the leased premises longer than thirty (30) days after the end of the lease term or any renewal shall become property of and owned by the Lessor without any further action by the Lessor.

10. **Insolvency.** In the event Lessee becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Lessee, Lessor, in Lessor's sole discretion, may immediately terminate this Lease Agreement and require that Lessee vacate the leased premises.

11. **Subletting or Assignment.** Lessee shall not sublet the whole or any part of the leased premises nor assign this Lease Agreement without the prior written consent of Lessor. This Lease Agreement shall not be assignable by operation of law. All terms and conditions of this Lease Agreement shall be binding upon any sublessee or assignee of this Lease and Lessee shall remain fully responsible to Lessor for performance of this Lease Agreement. The Lessor will not consent to any assignment, transfer or sublease to any LLC unless all the members of the LLC sign a personal guarantee to perform the terms and conditions of the Lease.

12. **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. Lessee shall promptly notify the Lessor with copies of all notices and communications from any governmental entity, agency or regulatory authority of any alleged non-compliance.

13. **Construction on the Leased Premises.** Lessee agrees to provide Lessor with design plans and construction plans no later than ninety (90) days before Lessee intends to begin construction on the leased premises. Lessor and Lessee agree and acknowledge that there may be changes and modifications to those plans as may be related to the City code or other applicable federal or state laws. Lessee agrees to construct any building or improvements on the lease premises with licensed and qualified persons, and in a

workmanlike manner, free of defects.

14. Liability and Pollution Insurance; Workers' Compensation 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, property damage, fire, and extended coverage claims and environmental and pollution claims and damages. Lessee shall maintain insurance in amounts not less than comprehensive general liability insurance with minimum limits of \$2,000,000 per accident and \$5,000,000 in the aggregate. Lessee shall maintain Pollution Liability Insurance in the amount of \$2,000,000 for each claim and \$5,000,000 in the aggregate.

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. Lessor shall be notified at least thirty (30) days before the cancellation or termination of any policy. Failure to place and maintain insurance and provide the Lessor with a Certificate of Insurance showing the Lessor as an additional insured constitutes an immediate, material breach of the Lease and Lessor may terminate the lease immediately in its sole discretion. Under no circumstances shall the Lessee occupy or use the leased premises in any manner until the Certificate of Insurance with the Lessor as an additional insured in the general liability amount of \$2,000,000 and pollution liability in the amount of \$2,000,000 has been provided to the Lessor.

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

If Lessee enters any contracts or subcontracts for the performance of any work on the leased premises, Lessor shall require in each contract or subcontract the same insurance requirements as required of Lessee in this provision, including that the City of Thorne Bay shall be listed as an additional insured on general liability policy and pollution policy of every contractor and subcontractor. The failure to comply with these insurance requirements with contractors and subcontractors constitutes a material breach of the lease and the City of Thorne Bay may stop all work on the leased premises and/or terminate the lease, in its sole discretion.

15. Accidents and Liability. Lessee is wholly responsible for any all injury or damage of any kind, including death, occurring on the Leased Premises during the term of this Lease and any renewal and the Lessor and its mayor, council members, officers, employees, representatives, consultants and volunteers shall not be liable for any injury or damage to the persons or property sustained by Lessee or anyone else, in and about the leased premises.

16. Defend and Indemnification. Lessee agrees to defend, indemnify and hold harmless the Lessor and its employees, representatives, officers, council members, representatives, consultants, volunteers and its agents from any suits, actions, claims, damages, liability, fines, sanctions, fees, and expenses and any other cause of action of any kind and any nature, (including payment for Lessor's attorneys' fees and costs) for bodily or personal injury, or property damage, including death, or environmental damage,

event, spill or pollution, of any kind or any nature, arising out of or in connection with the use or occupancy of the leased premises by Lessee, or arising out of or relating to the terms and conditions of this Lease. For purpose of this Defend and Indemnification obligation and provision, Lessee shall be defined to include Lessee's employees, representatives, guests, invitees, volunteers, subcontractors and consultants. Lessee shall defend and indemnify Lessor in any administrative or court proceeding related to or arising out of any environmental damage, event, spill or pollution, of any kind or any nature, including all attorneys' fees, expert fees, investigation costs, and any costs or fees imposed on the Lessor by any governmental agency. Lessee shall be solely responsible for all cleanup and costs of cleanup (including any fines) which may be assessed by state or federal agencies arising out of any environmental pollution suffered or alleged to be suffered, arising out of or in connection with the use or occupancy of the leased premises by Lessee, or by Lessees' employees, invitees, guests, sublessees, subcontractors and agents.

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, of any kind and any nature.

The Lessor shall not be responsible or liable at any time for any loss or damages to the Lessee's equipment, fixtures, or other personal property of the Lessee or to Lessee's business.

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 or sewage, in any water part of leased premises. The Lessor shall not be responsible for any injury or damage caused by or resulting from acts of God.

The Lessor shall not be responsible or liable in any way under any circumstances for any interruption of the Lessee's business.

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

18. **Taxes.** Lessee shall be solely and fully responsible for the payment of all applicable federal, state, and City of Thorne Bay property and sale taxes.

19. **Liens.** Lessee shall maintain leased premises free of any and all liens. Lessee will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Property or improvements for any labor or materials furnished to Lessee or claimed to have been furnished to Lessee, or to Lessee's agents, contractors, or sublessees, in connection with work of any character performed or claimed to have been performed on leased premises or improvements by or at the direction or sufferance of Lessee; provided, however, Lessee shall have the right to contest the validity or amount of any such lien or claimed lien. In the event of such contest, Lessee shall give to the Lessor such reasonable security as may be demanded by the Lessor to insure payment of such lien or such claim of lien. Lessee will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Lessee's own expense. Lessee agrees to indemnify, hold harmless and to defend the Lessor and leased premises from such liens. Lessee consents to the Lessor's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065.

20. **Default by Lessee.** Each of the following shall be deemed a default by the Lessee and a breach of this Lease:

(a) A failure to make payment of any installment, of rent or of any other sum herein specified to be paid by Lessee, 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 make payment;

(b) A default in the performance of any other covenant or condition on the part of the Lessee to be performed for a period of thirty (30) days after receipt by Lessee of a notice specifying the particular default or defaults

(c) 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;

(d) 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;

(e) The taking possession of leased premises of the Lessee by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Lessee;

(f) The making by the Lessee of an assignment for the benefit of creditors;

(g) Lessee vacates or abandons the leased premises; and

(h) A failure that continues for five (5) days or more to have the Lessor named

as an additional insured as required under Paragraph 18, 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.

- (i) Any spill or discharge of any Hazardous Material as defined in Section 26.

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

21. Termination for Failure to Construct Retail Hardware Store on Leased Premises. Lessee understands, agrees and acknowledges that the City of Thorne Bay, as Lessor, enters this lease only based upon the assurance and promise of the Lessee to construct a retail hardware store on the leased premises no later than [insert date]. In the event the retail hardware store is not constructed by [insert date], the Lessor shall have the right to terminate the lease upon providing thirty (30) days written notice to the Lessee. If by [insert date] the Lessee has not completed the construction of the retail hardware store, Lessee may elect to terminate the lease upon providing thirty (30) days written notice to the Lessor. If Lessee terminates the lease under this provision, all improvements or buildings of any kind left on the lease premises by the Lessee thirty (30) days after Lessee's notice of termination, shall become the immediate property of the Lessor, with no compensation to the Lessee, and no further action necessary by the Lessor. If the Lessee terminates the lease under this provision, the Insurance provisions and the Defend and Indemnification provisions and the Hazardous Materials provisions of this lease shall continue for a period of three years after the date of the notice of termination.

22. Lessor's Remedies for Default. 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) Distraint for rent due and the subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.

(b) Re-enter 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) Cure any such default, if possible, and demand immediate payment until

all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;

(f) Collect all reasonable damages, costs and expenses that the Lessor may incur by reason of default by Lessee, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.

(g) The Lessor shall use reasonable diligence to relet leased premises in or to mitigate the Lessor's damages, consistent with the uses of leased premises, and all applicable Thorne Bay code provisions related to this Lease and leased premises.

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

24. **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.

25. **Changes.** No modifications, amendments, deletions, additions or alterations of this Lease agreement shall be effective unless in writing and signed by all of the parties hereto or such representatives of the parties as have been duly authorized by the City Council to make such changes. Lessee acknowledges and agrees that that no employee, mayor, city council member, representative, consultant or volunteer has any actual or apparent authority to modify or change any of the terms or conditions in this Lease.

26. **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 draft 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.**

27. **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.

28. **Hazardous Materials.** The Lessee shall treat, store, transfer, use or dispose of any substance or material or product on the leased premises only in strict compliance with any and all federal, state, or municipal statutes or laws now or at any time hereafter

in effect, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act (42 U.S.C. §1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C §6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C §1251 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C §2601 et seq.) and the Occupational Safety and Health Act (29 U.S.C §651 et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. “Hazardous Substance” means any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s or any other substances the removal of which is required, or the manufacture, preparation, production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect.

Lessee shall indemnify, defend, and hold harmless the Lessor, its employees, mayor, council members, officers, representatives, consultants, volunteers and agents, and assignees, from and against any claims or liability or cause of action or administrative proceedings (including attorneys’ fees and actual litigation costs and expert witness costs and fees) directly or indirectly arising out or connected with the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Leased premises caused by or related to the acts or omissions of the Lessee or Lessees’ employees, invitees, guests, sublessees, representatives, consultants or agents. This obligation to defend and indemnify shall cover, without limitation, (i) all consequential and incidental damages, and (ii) the costs of any required or necessary repairs, cleanup, remediation, or detoxification of the Premises. To the extent allowed by law, the provisions of this Paragraph shall be in addition to any other obligations and liabilities Lessee may have to the Lessor at law or equity and shall survive this Lease Agreement and shall survive the termination of this Lease.

29. Acceptance of the Leased Property by Lessee. Lessee acknowledges that it has thoroughly examined leased premises. Lessee accepts leased premises in their “as is” condition, and 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 it that, at the time possession was taken, leased premises were in good and satisfactory condition. Lessee acknowledges that, except for those representations and statements regarding the condition of leased premises expressly stated herein, 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.

30. Option to Purchase. The Lessee may request an option to purchase the Leased Premises at the conclusion of the first twenty years of the Lease, or thereafter until the expiration of the thirty year lease term, with the condition precedent of the Lessee operating at the time of the request, an ongoing, viable retail hardware and/or building materials store, which had been so operating and open to the public for at least ten years

before the request. Whether to allow an option to purchase is in the sole discretion of the City Council. Lessee acknowledges that they have no right to purchase the promise and that nothing in this Lease creates an expectation that the Lessee will be permitted to purchase the property. If the Lessee's requests to purchase the property, and the City Council agrees to sell the property, the price and other sale conditions shall be in accordance with the then applicable City of Thorne Bay Code, and at a price acceptable to the City Council.

30. **Governing Law and Attorneys' Fees and Costs.** Should any dispute and/or legal action arise by reason of any default or breach on the part of Lessee in the performance of any of the provisions of this Lease Agreement, Lessee agrees to pay all reasonable attorneys' fees and costs incurred by Lessor in connection therewith including Lessor's attorneys' fees and costs incurred on appeal. The Superior Court for the State of Alaska, First Judicial District at Klawock, Alaska, shall be the exclusive jurisdiction and venue for any action or claim of any kind and any nature arising out of or related to this Agreement or arising out of or related to in any way Lessee's use or occupancy of the Leased Premises.

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

32. **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 personal property and leave the leased premises neat and clean. If Lessor elects to require Lessee to remove any alterations or improvements made by Lessee, then Lessee shall restore the leased premises to their previous condition, at Lessee's sole expense.

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

34. **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 P.O. Box 19610, Thorne Bay, Alaska 99919, or at such other address as either party may designate in writing to the other.

35. **No Beneficiaries.** Lessor and Lessee are the only parties to this Lease. No other person, entity or party has any benefit direct or indirect in this Lease or any of the terms of this Lease.

36. **Survival.** Any covenant, condition or provision of this Lease (including but not limited to those provisions related to Defend and Indemnification and Insurance) for

which full performance is not required by a date specified in the lease or by the expiration of the lease term, shall survive the expiration or early termination of the lease and shall remain fully enforceable.

37. **Lessor’s Right of Entry.** The Lessor shall have the right to enter leased premises at all reasonable times to examine the condition of same.

38. **Interpretation of Lease; Status of Parties.** This Lease is the result of arms-length negotiations between the Lessor and Lessee and shall not be construed against the Lessor by reason of its preparation of the lease. Lessor and Lessee agree that the sole and exclusive relationship between them is Landlord-Tenant and for purposes of construing or interpreting the legal consequences and enforceability of this Lease, only the Landlord-Tenant relationship applies.

39. **Capacity to Execute.** Lessor and Lessee agree that they have the authority and capacity to execute this Lease on behalf of themselves and that this Lease constitutes a legal, binding and valid obligation of each.

40. **Entire Agreement.** This Lease represents the entire agreement between Lessor and Lessee and shall supersede any prior communications, representations or agreements, whether verbal or written. Lessor and Lessee agree that neither party shall make any claim or assert any liability against the other party not based on the express terms, conditions and provisions of this Lease. Lessee agrees and acknowledges that no member of the City of Thorne Bay Council nor the Mayor nor any employee, representative or consultant of the City of Thorne Bay has any actual or apparent authority to alter, modify or change any term or provision of the Lease.

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

LESSOR:

LESSEE:

THE CITY OF THORNE BAY

By _____
Shane Nyquest, Mayor

By _____
James L. Seley

ATTEST:

Caitlin Sawyer, City Clerk



CITY OF THORNE BAY

RESOLUTION 26-02-03-01

A RESOLUTION AUTHORIZING THE PURCHASE OF CIVICPLUS AS THE CITY OF THORNE BAY WEBSITE HOSTING PROVIDER FOR A FIFTEEN (15) MONTH TERM IN THE AMOUNT OF \$6,758.67

WHEREAS, the City of Thorne Bay maintains an official municipal website to provide public information, transparency, and access to municipal services; and,

WHEREAS, the City Council has determined that the City's current website hosting services should be updated to improve functionality, accessibility, security, and compliance with municipal best practices; and,

WHEREAS, CivicPlus provides website hosting and content management services specifically designed for municipal governments; and,

WHEREAS, the City Council finds that the purchase of CivicPlus website hosting services for a fifteen (15) month term, at a total cost of \$6,758.67, is in the best interest of the City of Thorne Bay;

NOW THEREFORE BE IT RESOLVED THAT: The Thorne Bay City Council hereby authorizes the purchase of CivicPlus website hosting services for a fifteen (15) month term in the total amount of \$6,758.67, with payment due July 1, 2026, and authorizes the Mayor or designee to execute all necessary documents to complete this purchase.

PASSED AND APPROVED by a duly constituted quorum of the City Council, for the City of Thorne Bay on this 3rd day of February, 2026.

Anthony Lovell, Mayor Pro-tem

ATTEST

DRAFT



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-115478-1
1/21/2026 2:07 PM
3/22/2026

Client:
City of Thorne Bay, AK

Bill To:
THORNE BAY CITY, ALASKA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns		cairns@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Implementation	Central Starter Standard Implementation includes virtual group system training - up to two 3-hour blocks for up to 3 users, migration of up to 150 pages of content the current year plus two previous years of simple meeting agendas and minutes.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: https://thornebay-ak.gov/
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://thornebay-ak.gov/

Total Investment - Initial Term	USD 6,758.67
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Annual Recurring Services (Subject to Uplift)	USD 4,550.00
Initial Term	Beginning at signing and ending 6/30/2027, Renewal Term 7/1 each calendar year
Initial Term Invoice Schedule	100% invoiced on 7/1/2026.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Total Investment – Initial Term to be prorated based on signature date.

Acceptance of Quote # Q-115478-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

municode codification

POWERED BY CIVICPLUS

Republication, Supplementation, and Online Code Hosting Services

Valid Through March 31, 2023



CivicPlus Company Overview

CivicPlus History

CivicPlus began in 1998 when our founder, Ward Morgan, decided to focus on helping local governments work better and engage their residents through their web environment. Over the years, CivicPlus has continued to implement new technologies and merge with industry forerunners to maintain the highest standards of excellence and efficiency for our customers. This includes the addition of Municode, LLC, adding their reliable and esteemed codification services to the CivicPlus portfolio.



Our portfolio includes solutions for website design and hosting, parks and recreation management, emergency and mass communications, agenda and meeting management, 311 and CRM, process automation and digital services, codification, licensing and permits, web governance and ADA remediation, social media archiving, and FOIA management.

EXPERIENCE

70+ Years of Codification Experience

12,000+ Customers

4,200+ Clerks Served

900+ Employees

RECOGNITION

Inc. 5000 11-time Honoree

GovTech 2022 Top 100 Company

Stevie® Awards Recognized with multiple, global awards for sales and customer service excellence

Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a leader in government web technology. We are proud to have earned the trust of our over 12,000 customers and their 100,000+ administrative users. In addition, over 340 million residents engage with our solutions daily.

Primary Office

302 S. 4th Street Suite 500

Manhattan, KS 66502

Toll Free: 888.228.2233 | Fax: 785.587.8951

civicplus.com



civicplus.com

Powering & Empowering Government

We empower municipal leaders to transform interactions between residents and government into consistently positive experiences that elevate resident satisfaction, increase revenue, and streamline operations.

Local government leaders tell us that one of their most pressing needs is to improve how residents access and experience municipal services; however, they struggle with budget cutbacks and technology constraints. CivicPlus enables civic leaders to solve these problems, making consistently positive interactions between residents and government possible.

What sets us apart is our Civic Experience Platform. CivicPlus is the only government technology company exclusively committed to powering and empowering local governments to efficiently operate, serve, and govern using our innovative and integrated technology solutions built and supported by former municipal leaders and award-winning support teams. With it, municipalities increase revenue and operate more efficiently while fostering trust among residents.

For more information on how the Civic Experience can create better resident experiences via our integrated code, website and agenda and meeting management solutions, watch this [video](#).



Republication

Republication Process

We will provide you with a Style Checklist and work with you to confirm the desired formatting and style of the code, including font, binder color (semi-bright black, dark blue, green, or burgundy), and ink stamping color (gold or silver). We will update the preliminary pages, create an index (if elected) and table of contents; update history notes; provide a comparative table of ordinances, and integrate all applicable photographs, maps, diagrams, charts, and tables into the code. Proofs can then be provided for your review. Following the approval of the proofs, the code will be shipped and posted online in fully robust HTML format.



We will handle 100% of the publishing. The republication process includes editing, page composition, proofreading, indexing (if elected), and delivering the information as printed and/or electronic copy. When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the recomposition, the code is reprinted, and supplement number designations start over with Supplement No. 1.

The anticipated time frame for the conversion and republication project is three to four months, excepting any delays in your return of proofs, and will begin after our receipt of the completed Style Checklist and all necessary material in an editable, electronic format. Within two weeks of shipping the new code, it will be published online in fully robust HTML format.

Republication Timeline

STEP 1	Immediately	CUSTOMER sends signed contract and all applicable material. CIVICPLUS acknowledges contract, provides a Disposition List of all ordinances/material received.
STEP 2	Within 3 Weeks	CIVICPLUS provides a project introduction letter outlining all phases of the project and all material received to date. CUSTOMER confirms CivicPlus has all applicable materials. Conversion begins upon receipt of all applicable materials.
STEP 3	Within 3-4 Months	CIVICPLUS submits code draft proofs for customer review. CUSTOMER to return proofs within 45 days. After the proofs are returned, we will ship the newly printed code volumes within 2-3 weeks and post the code online. Supplementation will begin anew with Supplement No. 1.



To ensure a successful project completion, style changes requested after approval of the sample will be assessed an additional editorial fee. Legislation added to the project must be approved and received prior to the established cutoff date. Following the delivery of the final code draft for proofing, any extensive changes requested in the code content, and/or any material added to the code that was not previously contemplated, will be subject to an additional proof update fee. Proofs not returned within 45 days may be subject to a proof update fee, if applicable.

THE REPUBLICATION PROCESS INCLUDES:

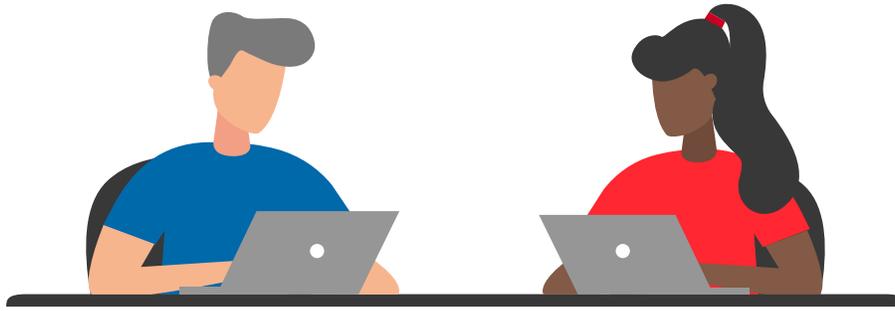
- Conversion to our codification database (if necessary)
- Removal and replacement of supplement numbers
- Updating of preliminary pages (title page, officials' page, and preface)
- New page numbers
- Editing and proofreading
- 10-point, Times New Roman font, single column format, unless otherwise instructed
- Incorporation of maps, diagrams, charts, and tables
- Preparation of table of contents and updating or creation of an index (if elected)
- Proofs provided for your review
- Posting your newly republished code online



THE REPUBLICATION PROCESS DOES NOT INCLUDE:

- Renumbering and/or reorganizing the structure of your code
- Legal Review by an attorney (quote available upon request)
- Substantive editing or changes to the text





Supplementation Services

Our supplementation process has been designed for timeliness, efficiency, simplicity, and most of all, for our customers' convenience. Supplements will be provided on your chosen schedule, and you will be billed on an annual basis. Color printing and an increase in the desired number of supplement hard copies may result in an increase in the annual fee.

We pride ourselves on a turnaround time of **40 to 45 days for printed supplements** and can provide our always-up-to-date **electronic update services within 15 days**. The online code is updated within three days after shipping the supplement; there is no additional fee for this service. Rush supplements will be assessed an additional one-time fee. A recent analysis of our printed supplement services indicated an editorial error rate of less than 0.1 percent, which is made possible by our attention to detail, ongoing communication with our customers, and strict quality control checks to ensure we continue to produce the best printed and electronic supplements available in our industry. Any errors attributable to CivicPlus during the preparation, printing, and maintenance of the code will be corrected at no cost. The printed supplement process is outlined as follows:

Supplementation Process

1. **Initial Receipt** – The receipt of the new legislation will be acknowledged within 24 hours. Our production support team will record the adoption date, effective date, and ordinance number(s). You will be advised promptly if any pertinent information is missing from your submission. Your material will then be immediately forwarded to our supplement team for codification. If our OrdBank service is elected (advance legislation service), the legislation will be posted online within 48 hours as a PDF under "adopted legislation not yet codified" at this time.

If you utilize OrdBank and a CivicPlus agenda and meetings management solution, your newly adopted legislation will be posted on the landing page of your online code of ordinances within one minute of sending said legislation to CivicPlus.

Printed Supplementation Process	
	Submission of Materials
	Editorial Review
	Mark Up
	Indexing
	Proofreading
	Corrections
	Printing & Shipping
	Upload to the Internet

2. **Editorial Review** – Our editorial team will review all ordinances received to determine whether the ordinance should be included in your code; where the ordinance should be placed; whether the ordinance conflicts with your existing code format; what material should be removed from your existing code; whether history notes will be added; what tables will be updated; and whether the table of contents in the front of the code and at the chapter/title level should be amended. If any significant errors or numbering issues are noted, your editor will contact you for clarification. Our editorial team will make no substantive changes to your legislation; however, minor typographical errors will be corrected as part of the supplement process. Should the editorial, legal, or proofreading team find discrepancies in your ordinances, we will communicate with you promptly.

If you utilize OrdBank and our CivicPlus agenda and meetings management solution, the history notes throughout your code of ordinances will be automatically linked to the meeting in which your newly adopted legislation was considered. Your team and your residents will have permanent and instant access to the agenda, minutes, videos, and votes related to your legislation. Further, supplementation services with the OrdBank feature and our meetings and agenda management solutions can enjoy Enhanced History Notes. Click [here](#) to see a short demonstration.

3. **Indexing** – If an index is elected, your supplement will be sent to our indexing team, where new legislation is indexed and cross-referenced in all appropriate locations.
4. **Proofreading** – The proofreader assigned to your editorial team will then examine your supplement line by line to ensure editorial accuracy, code hierarchy, and layout and confirm that your supplement is grammatically correct and free of errors in spelling and capitalization. Finally, your supplement is examined line by line again to ensure that the improvements made by the editorial team are thorough and accurate. The original ordinance is compared with the newly added text to ensure editorial accuracy.
5. **Posting the Supplement Online** – After your supplement has been completed, your online code will be updated within one to three days, and we will provide any electronic products requested. You will receive a notification that the website has been updated via email. If our CodeBank Compare + eNotify service is elected, residents will be notified when the online code is updated. When your code is updated, all internal cross-reference links are updated on our Online Code Hosting system.

With our OrdBank feature, each history note will be linked to the ordinance that amended the respective section. With our CivicPlus agenda and meetings management to Online Code Hosting integration, your OrdBank powered history notes will be permanently and automatically linked to the meetings in which the associated legislation was adopted.

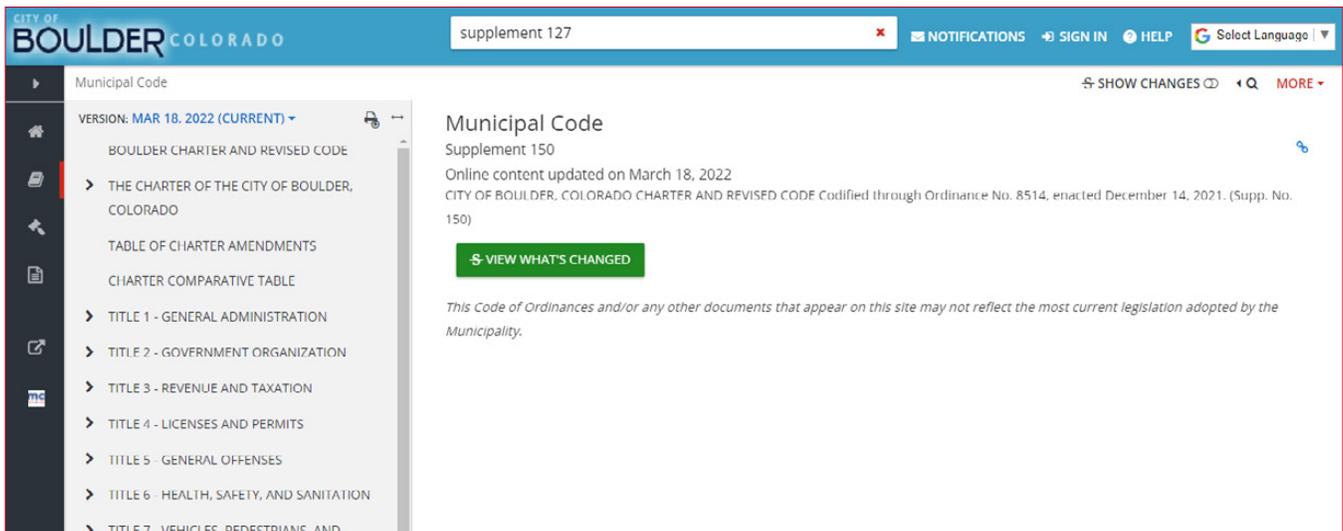
6. **Printing and Shipping** – We will print, cut, hole-punch, insert divider tabs (if elected), and ship your supplement to you per your elected schedule.



Online Code Hosting

Our Online Code Hosting system is continuously enhanced and improved by our in-house team of Internet Technology professionals. It includes Standard and upgradeable Premium features, designed to provide a wide variety of additional capabilities for researching and navigating your code and preserving its history.

Our system is extremely user-friendly and requires no special training or login information. In addition, we offer a variety of on-demand video tutorials. We can also host a personalized training webinar for you and your staff to demonstrate our online features and capabilities before your new code goes live online.



Online Code Hosting Standard Features

Responsive Design – We designed our intuitive User Interface (UI) to provide easy access to our full suite of features from any device, including a tablet or mobile device running iOS or Android.



Print/Save/Email – With delivery available in Microsoft Word or PDF format, users can share a link, print, download (as a Microsoft Word document), or email files at the section, article, or chapter levels or even non-sequential sections from multiple portions of your code(s).

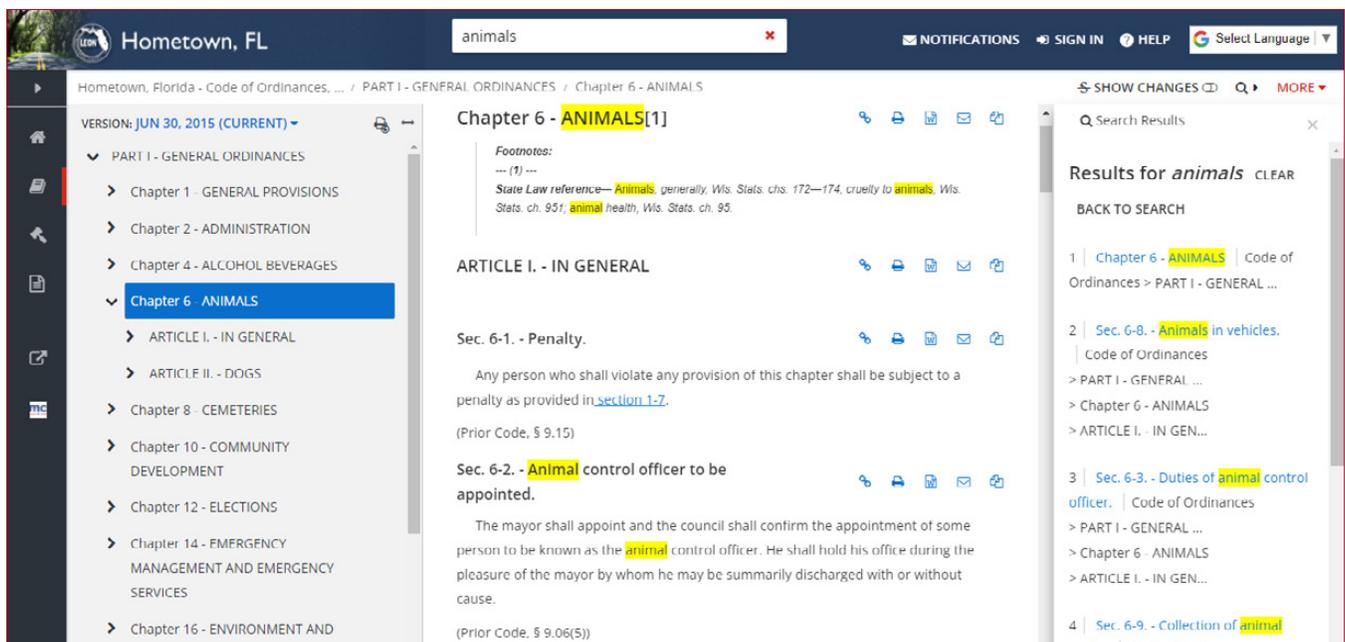
Not all codification companies enable you to download Microsoft Word documents directly from the website. Being able to do so enhances your ability to draft new legislation.

Social Media Sharing – You and your users can share code sections via Facebook and Twitter. This functionality makes it easier for you and your team to utilize social media to engage your community and enhance your level of transparency.

Browsing – Online Code Hosting provides a persistent breadcrumb trail when browsing or searching and a Previous/ Next button at the top and bottom of any document you're viewing. The table of contents and content pane also sync as you scroll to deliver the most intuitive reading experience possible.

Ease of Navigation – Our collapsible table of contents, continuous next-hit feature, and internal and external hyperlinking and cross-referencing features simplify and enhance the navigation of your online code, allowing your staff and residents the capability of simultaneously searching your code, ordinances, minutes, resolutions, budgets, and more.

Searching – Our powerful search engine allows users to easily search the code using keywords or phrases and print, download, or email any portion of your code. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results, which enables a user to quickly move through search results and view results simultaneously. The section also indexes your code, returning more accurate, granular results. Search results can be sorted by relevance or book order.



- **Advanced Searching** – Conduct searches using Natural Language (think Google) or Boolean Logic, including simple or advanced searches supporting stemming, wildcards, proximity searches, and a global synonym list.
- **Multiple Publications** – Multiple publications (e.g., code, zoning) incorporated into the Online Code Hosting system will be searchable from one interface.
- **Narrow Searching** – Search terms can be applied to the entire code or narrowed within specific chapters or sections with the ability to sort results by relevance or book order.
- **Stored Searching** – Online Code Hosting allows all search result listings to be bookmarked under your browser's bookmark tabs; users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.
- **Searchable Ordinances** – With our OrdBank service, ordinances posted pre- and post-codification are full-text searchable.
- **Search All Content Types** – If you use our OrdBank or MuniDocs service, you can search any combination of your code, ordinances, and MuniDocs simultaneously; Search results are labeled for easy identification.

Internal Cross-Reference Linking – Cross-references within your code are linked to their respective destination article, chapter, or section.

Mouseover (clue tips) – Navigate to your code, and any linked cross-reference will quickly display in the pop-up preview window.

Collapsible TOC – The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs, and charts by enlarging the item.

Translation – Google Translate allows users to view our hosted codes in over 100+ languages.

Static Linking – Copy links of any section, chapter, or title to share via email or social media.

Scrolling Tables and Charts – Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff in creating a link from your GIS system to relevant code sections.

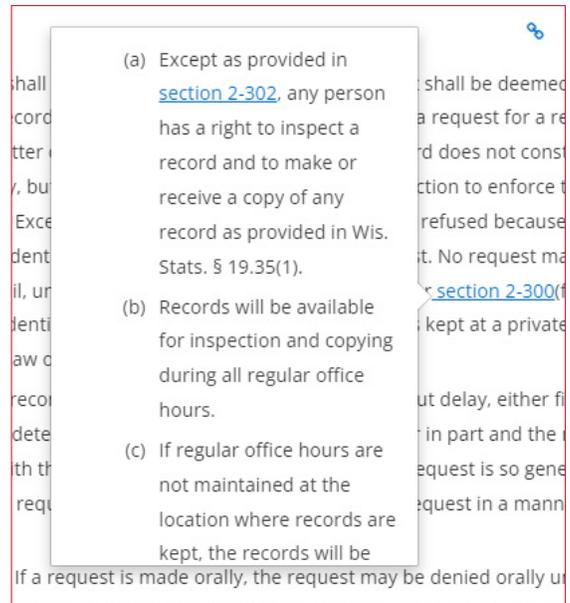
In-line Images and PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. CivicPlus can also incorporate PDFs of certain portions of the code that have particular viewing and layout requirements.

Public Notes – Post public notes or documents within the online code to inform residents about current issues pertinent to any specific section of your code.

Website Accessibility – The User Interface and all HTML content viewed via our Online Code Hosting System's web application are WCAG 2.1 Level AA compliant. While we take several steps to improve the accessibility of PDF documents uploaded to the Online Code Hosting System, we cannot guarantee full ADA compliance of PDF documents. If a fully ADA compliant PDF document is uploaded to our Online Code Hosting System, it will remain compliant while stored in our system. Each PDF document uploaded to our system is OCR scanned and document title, primary language, and other PDF metadata fields, and base level of tags for screen readers are set.

Hosting and Security – Our tech stack includes HTML5 and CSS3, Javascript (AngularJS), and a RESTful API written in C# running on .Net Core. All content is rendered in standard HTML and is viewable in all modern browsers, including PC: Microsoft Internet Explorer 10 or later, Firefox 3.6 or later, macOS®: Safari™ 5.0 or later, and Chrome 18 or later. We host our Online Code Hosting System in Microsoft's Azure Government secure cloud environment and guarantee an SLA of 99.95 percent uptime. SSL encryption is used by default to secure access to the site, and the entire system is backed up to multiple geographic locations within the Azure Government cloud ecosystem.

Support – Phone, email, and web support for residents and staff: 24-hour email response; phone support from 7 a.m. to 8 p.m. CT. We offer a variety of video tutorials, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.



Online Code Hosting Premium Features

There are multiple premium features available to enhance your staff and residents' experience using and searching through your code – most available for purchase in our Premium Bundle or à la carte.

Premium Bundle

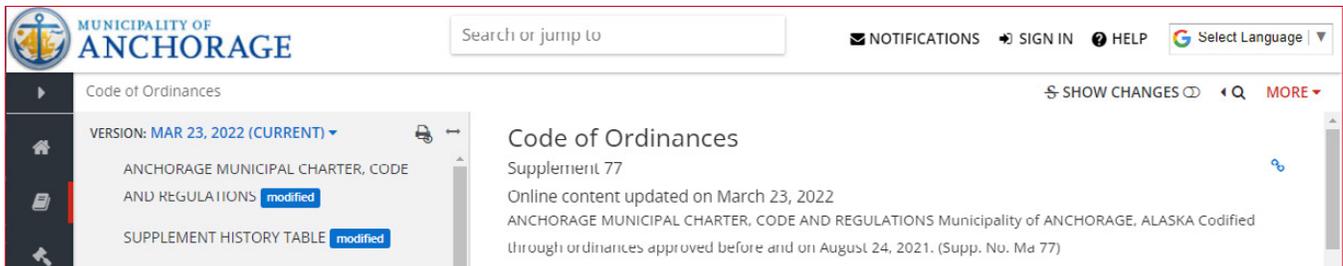
We recommend our Premium Bundle for the most transparent and feature-rich code possible at the best cost savings. The bundle includes our annual online code hosting and maintenance service along with each of the following features:

- Custom Banner
- CodeBank
- CodeBank Compare + eNotify
- OrdBank
- MuniPRO Service

OrdLink and MuniDocs can be added to a Premium Bundle, if desired.

Summary of All Premium Features

Custom Banner – We can customize the look and feel of your code to match your website more closely.



CodeBank – Our CodeBank feature provides an online archival system for previous supplements of your code. Empower your staff and residents to access every previous code version with one click.



CodeBank Compare + eNotify – Our CodeBank Compare service is a powerful feature that allows users to select a past version of your online code and compare it to any other version. The differences will be shown via highlights (added material) or strikethrough (deleted material). Users will be notified of the changes in the table of contents and within the text of the code via “modified,” “new,” or “removed” badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes made. In addition, the CodeBank Compare service will show all amendments to your code that were implemented during the most recent update. Please note that the CodeBank feature is required to access CodeBank Compare.

✉ Get Notified ✕

Fill out the form below to receive an email notification every time we receive new ordinances or the selected publication is updated online.

Email
Enter email

Profession
Select One ▼

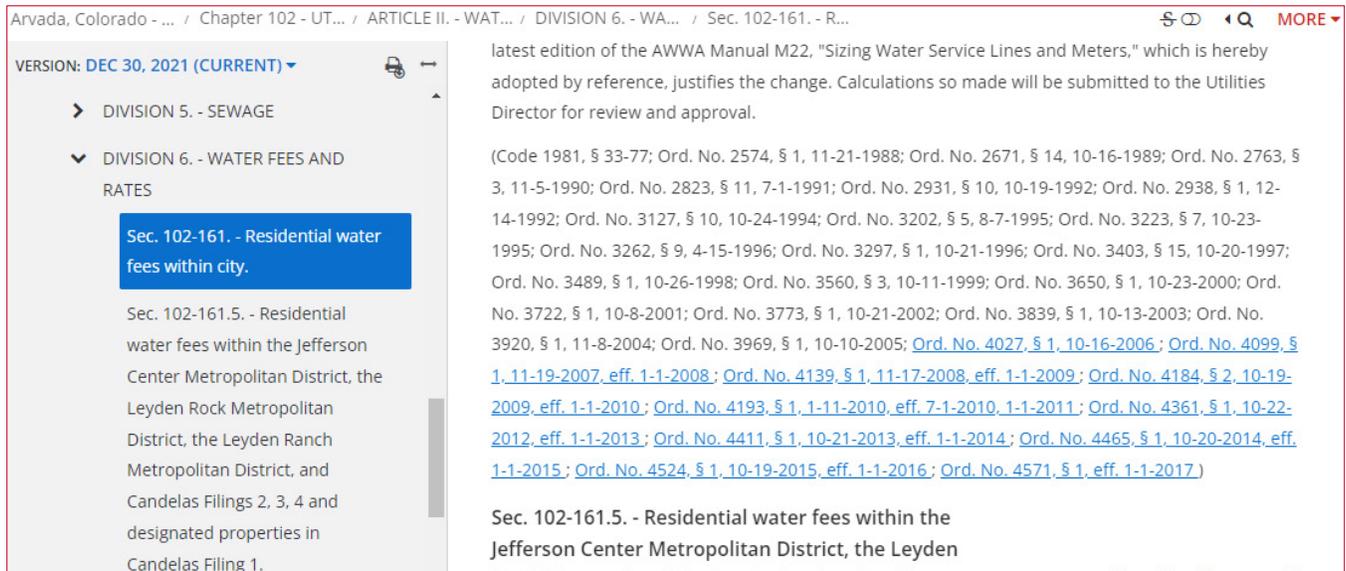
Publications ✔

- Code of Ordinances
 - CODE OF THE CITY OF ARVADA, COLORADO
 - SUPPLEMENT HISTORY TABLE
- Part I - CHARTER
- Chapter 1 - GENERAL PROVISIONS
- Chapter 2 - ADMINISTRATION
- Chapter 6 - ALCOHOLIC BEVERAGES

✕ CLOSE SUBMIT

Our eNotify service allows users to enroll online and receive email notifications each time the online code is updated. Please note that the CodeBank Compare feature is required to utilize the eNotify service.

OrdBank – With our OrdBank solution, newly adopted, amendatory legislation will be posted online between supplements. Upon completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the “OrdBank” tab. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at municodeords@civicplus.com.



Arvada, Colorado - ... / Chapter 102 - UT... / ARTICLE II. - WAT... / DIVISION 6. - WA... / Sec. 102-161. - R...

VERSION: DEC 30, 2021 (CURRENT)

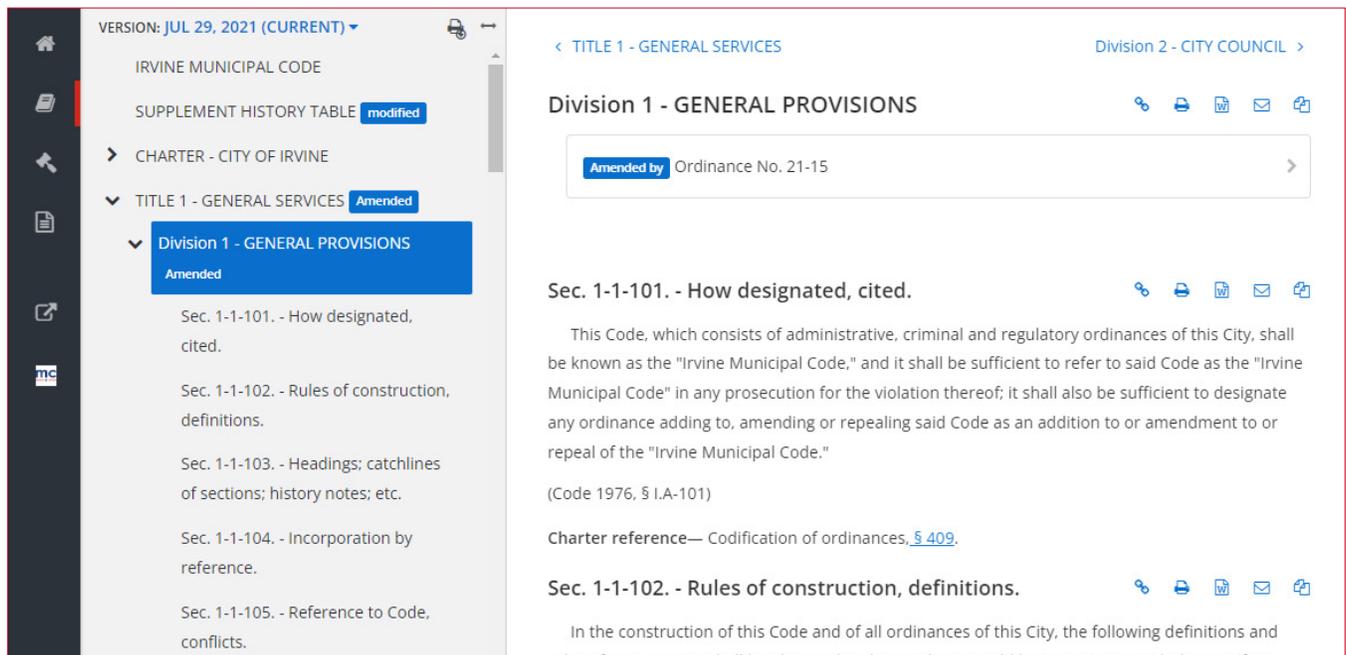
- DIVISION 5. - SEWAGE
- DIVISION 6. - WATER FEES AND RATES
 - Sec. 102-161. - Residential water fees within city.
 - Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden Rock Metropolitan District, the Leyden Ranch Metropolitan District, and Candelas Filings 2, 3, 4 and designated properties in Candelas Filing 1.

latest edition of the AWWA Manual M22, "Sizing Water Service Lines and Meters," which is hereby adopted by reference, justifies the change. Calculations so made will be submitted to the Utilities Director for review and approval.

(Code 1981, § 33-77; Ord. No. 2574, § 1, 11-21-1988; Ord. No. 2671, § 14, 10-16-1989; Ord. No. 2763, § 3, 11-5-1990; Ord. No. 2823, § 11, 7-1-1991; Ord. No. 2931, § 10, 10-19-1992; Ord. No. 2938, § 1, 12-14-1992; Ord. No. 3127, § 10, 10-24-1994; Ord. No. 3202, § 5, 8-7-1995; Ord. No. 3223, § 7, 10-23-1995; Ord. No. 3262, § 9, 4-15-1996; Ord. No. 3297, § 1, 10-21-1996; Ord. No. 3403, § 15, 10-20-1997; Ord. No. 3489, § 1, 10-26-1998; Ord. No. 3560, § 3, 10-11-1999; Ord. No. 3650, § 1, 10-23-2000; Ord. No. 3722, § 1, 10-8-2001; Ord. No. 3773, § 1, 10-21-2002; Ord. No. 3839, § 1, 10-13-2003; Ord. No. 3920, § 1, 11-8-2004; Ord. No. 3969, § 1, 10-10-2005; [Ord. No. 4027, § 1, 10-16-2006](#); [Ord. No. 4099, § 1, 11-19-2007, eff. 1-1-2008](#); [Ord. No. 4139, § 1, 11-17-2008, eff. 1-1-2009](#); [Ord. No. 4184, § 2, 10-19-2009, eff. 1-1-2010](#); [Ord. No. 4193, § 1, 1-11-2010, eff. 7-1-2010, 1-1-2011](#); [Ord. No. 4361, § 1, 10-22-2012, eff. 1-1-2013](#); [Ord. No. 4411, § 1, 10-21-2013, eff. 1-1-2014](#); [Ord. No. 4465, § 1, 10-20-2014, eff. 1-1-2015](#); [Ord. No. 4524, § 1, 10-19-2015, eff. 1-1-2016](#); [Ord. No. 4571, § 1, eff. 1-1-2017](#))

Sec. 102-161.5. - Residential water fees within the Jefferson Center Metropolitan District, the Leyden

OrdLink – Before incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted amendatory ordinances to the amended code section. Linked sections are highlighted in the table of contents, and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted. OrdLink must be purchased with OrdBank or as an addition to the Premium Bundle.



VERSION: JUL 29, 2021 (CURRENT)

IRVINE MUNICIPAL CODE

SUPPLEMENT HISTORY TABLE **modified**

- CHARTER - CITY OF IRVINE
- TITLE 1 - GENERAL SERVICES **Amended**
 - Division 1 - GENERAL PROVISIONS **Amended**
 - Sec. 1-1-101. - How designated, cited.
 - Sec. 1-1-102. - Rules of construction, definitions.
 - Sec. 1-1-103. - Headings; catchlines of sections; history notes; etc.
 - Sec. 1-1-104. - Incorporation by reference.
 - Sec. 1-1-105. - Reference to Code, conflicts.

< TITLE 1 - GENERAL SERVICES

Division 2 - CITY COUNCIL >

Division 1 - GENERAL PROVISIONS

Amended by Ordinance No. 21-15

Sec. 1-1-101. - How designated, cited.

This Code, which consists of administrative, criminal and regulatory ordinances of this City, shall be known as the "Irvine Municipal Code," and it shall be sufficient to refer to said Code as the "Irvine Municipal Code" in any prosecution for the violation thereof; it shall also be sufficient to designate any ordinance adding to, amending or repealing said Code as an addition to or amendment to or repeal of the "Irvine Municipal Code."

(Code 1976, § I.A-101)

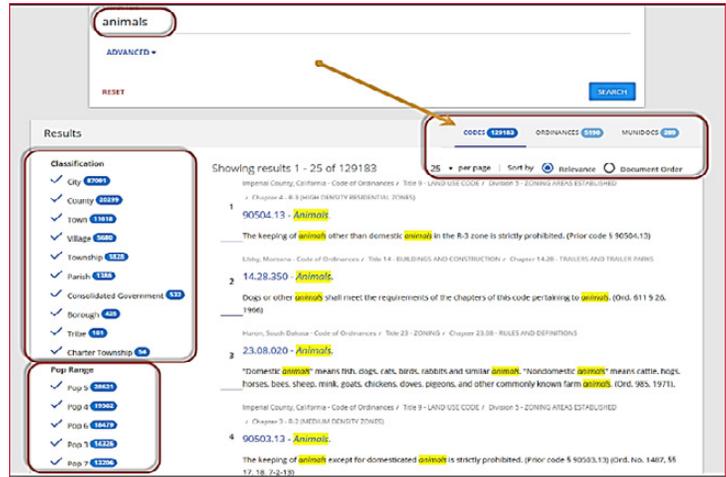
Charter reference— Codification of ordinances, [§ 409](#).

Sec. 1-1-102. - Rules of construction, definitions.

In the construction of this Code and of all ordinances of this City, the following definitions and rules of construction shall be observed, unless to do so would be inconsistent with the manifest

MuniPRO Services – MuniPRO searching allows you to search the over 4,000 codes we host (the entire country, a single state, or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of interest or discovering how other communities are dealing with similar issues. In addition, MuniPRO provides subscribers with the following tools:

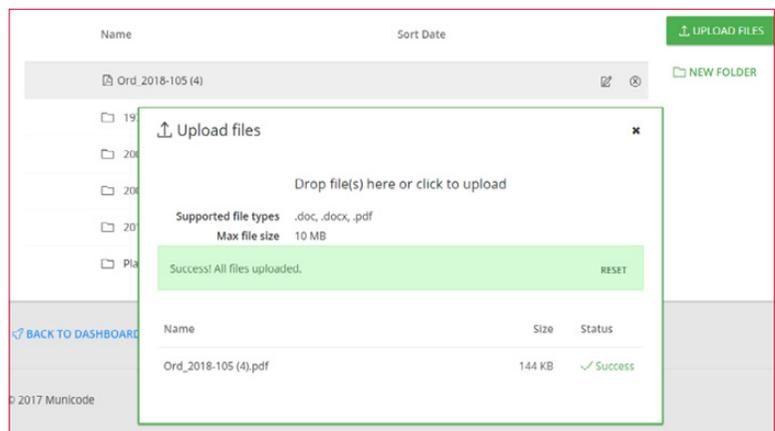
- **Multiple Code Search** – Search all codes within one state, multiple codes within one state, or search all codes in the U.S. hosted by CivicPlus; search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- **MuniPRO Saved Searches** – Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- **MuniPRO Notes** – Create a note and attach it to any section in any publication; note icons are present when viewing the section, alerting the user to a previously written note; a global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- **MuniPRO Drafts** – Begin a new ordinance draft to keep track of pending legislation.
 - Draft icons are present when viewing the section, alerting the user to a previously created draft.
 - A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



MuniDocs – MuniDocs allows you to upload many types of documents to browse and search alongside your online code and is fully searchable and filterable. After users log in, they are presented with a dashboard that allows them to upload new documents and manage previously uploaded documents. When uploaded, users can pick from a list of predefined document types.

Uploading a document is as simple as dragging and dropping the document from your computer into the upload dialog box on the admin dashboard. Uploaded documents are immediately converted to PDF and indexed for search. Users may upload .rtf, .doc, .docx, and .pdf documents and organize these documents by nested folders. The public can then browse and search these documents immediately.

Your MuniDocs files can also serve as storage for archived ordinances within MuniDocs. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online code.



Optional Enhancements

We are confident in the ability of our proposed project to meet your main needs. However, we recommend the following options that could positively impact your experience and goals.

Replication
Reorganization, renumbering, or legal review of code content
3-post expandable binder, with stamping
3-ring vinyl binders, stamping not available
Additional tabs
Supplementation
Upgrade to Full-Service Schedule Plus: Schedule increased to monthly print or monthly electronic
Code in Microsoft Word (DOCX) (sent via email download)
Adobe PDF of the complete code (sent via email download)
Adobe PDF of each supplement (sent via email download)
State Linking
Additional copies, reprints, binders, and/or tab orders
Legal services, creation of fee schedules, gender neutral review/implementation, and/or external linking
Codifying a: <ul style="list-style-type: none"> • Complete replacement of complex subject matter such as, but not limited to, Zoning (or equivalent) • New adopted full Chapter/Title Appendix • Newly adopted term change legislation
The addition of Manuals, Policies, Procedures, Comprehensive Plans, Land Use, Unified Codes, Zoning (or equivalent)
Online Code Hosting
Custom Banner
CodeBank
CodeBank Compare + eNotify
OrdBank
OrdLink (must be purchased with OrdBank)
MuniPRO Service
MuniDocs (includes 25GB of storage)
Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank, and MuniPRO Service



Additional Solutions and Services

Our Civic Experience Platform provides a bridge between citizens and governments for positive interactions. We offer the following solutions and services for our customers:

- Municipal Websites
- Meetings and Agenda Management
- Codification
- Emergency and Mass Notifications
- Parks and Recreation Management
- 311 and Citizen Relationship Management
- Process Automation and Digital Services
- Public Works
- Fire and Life Safety Inspections
- Planning, Permitting, Licensing, and Code Enforcement
- Web Governance and ADA Remediation (ADA Compliance, Quality Assurance, Internal Policy Compliance, Site Functionality Optimization)
- Social Media Archiving
- FOIA Management



Visit our [website](#) or reach out to your Account Executive for additional information, to schedule a demo, or to obtain a quote.

Disclaimer

Proposal as Non-Binding Document

A successful project begins with a contract that meets the needs of both parties. This proposal is intended as a non-binding document, and the contents hereof may be superseded by an agreement for services. Its purpose is to provide information on a proposed project we believe will meet your needs based on the information available. If awarded the project, CivicPlus reserves the right to negotiate the contractual terms, obligations, covenants, and insurance requirements before a final agreement is reached. We look forward to developing a mutually beneficial contract with you.



CITY OF THORNE BAY
RESOLUTION 26-02-03-02

*A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, ACCEPTING THE
RESIGNATION OF SHANE NYQUEST, MAYOR SEAT*

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

WHEREAS, Mayor Nyquest notified the City Council on January 20th, 2026 of his desire to terminate his elected position as Mayor; and

WHEREAS, it is Mayor Nyquest's desire to terminate his elected position as Mayor for of the Thorne Bay City Council.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Thorne Bay, Alaska, hereby acknowledges and accepts Mayor Nyquest's desire to terminate his elected position as Mayor of the Thorne Bay City Council.

PASSED AND APPROVED by a duly constituted quorum of the City Council on this 3rd, day of February, 2026.

ATTEST:

Anthony Lovell, Mayor Pro-Tempore

Caitlyn Sawyer, City Clerk/Treasurer



**RESOLUTION 26-02-03-02
CITY OF THORNE BAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THORNE BAY, ACCEPTING THE RESIGNATION OF JOHN HUESTIS FROM THE OFFICE OF CITY ADMINISTRATOR EFFECTIVE FEBRUARY 21, 2026

WHEREAS, the city council received written notice from John Huestis submitting his resignation from the office of City Administrator, said resignation, if accepted, to be effective February 21, 2026; and

WHEREAS, acceptance of the above-described resignation by the Mayor and City Council of the City of Thorne Bay will, on and after such acceptance, cause a vacancy to occur in the office of City Administrator; and

WHEREAS, the City will publish the notice of job vacancy as open until filled and consistent with the Thorne Bay Municipal Code, Chapter 2.24-Officers and Employees; and

WHEREAS, City Council may appoint an acting Administrator to serve until another City Administrator is appointed as per section 2.14.040 of the Thorne Bay Municipal Code
TBMC 2.14.040 ACTING ADMINISTRATOR.

If the city administrator is absent from the municipality (outside of excused absence) or is unable to perform his or her duties, if the council suspends the city administrator, or if there is a vacancy in the office of city administrator, the council may appoint an acting administrator to serve until the city administrator returns, until his or her disability or suspension ceases, or until another city administrator is appointed. The council shall replace the acting administrator with a city administrator within a reasonable time. (Ord. 98-01 § 3(part), 1998) ; and

WHEREAS, we accept the resignation of John Huestis, as Thorne Bay's City Administrator, effective February 21st; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA:

- Section 1: The office of the City Administrator is declared vacant effective February 21st
- Section 2: Notice of position vacancy will be posted no later than February 4th , in various locations around the city as well as published on the City Website and on social media outlets, Indeed, and local Newspapers, in order to recruit qualified candidates

PASSED AND APPROVED by the City Council of the City of Thorne Bay, Alaska this 3rd day of February, 2026

Anthony Lovell, Mayor Pro-Tempore

ATTEST:

Caitlyn Sawyer, City Clerk



RESOLUTION 26-02-03-05
CITY OF THORNE BAY

**A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY APPOINTING A
MAYOR PRO TEMPORE**

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

WHEREAS, the Thorne Bay Municipal Code states Council will appoint Mayor Pro Tempore until a Mayor is in permanent office (TBMC 2.28.025);

NOW, THEREFORE, BE IT RESOLVED by the City Council of Thorne Bay, Alaska, that Council Member _____ is hereby appointed as Mayor Pro Tempore until a Mayor is permanently elected.

BE IT FURTHER RESOLVED that the Mayor Pro Tempore shall assume all responsibilities of the Mayor in their absence and shall perform any other duties as required by the Council.

PASSED and APPROVED this 3rd day of February 2026, by a duly constituted quorum of the City Council for the City of Thorne Bay, Alaska.

ATTEST:

Tony Lovell, Vice Mayor

Caitlyn Sawyer, City Clerk/Treasurer



CITY OF THORNE BAY
RESOLUTION 26-02-03-04

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY AMENDING THE CITY OF THORNE BAY CITY COUNCIL, BOARDS & COMMISSIONS MEETING PROCEDURES & POLICY MANUAL ALLOWING FOR PUBLIC COMMENTS DURING CITY COUNCIL MEETINGS ON ALL AGENDA ITEMS EXCEPT FOR APPEALS

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

WHEREAS, the Thorne Bay City Council encourages public participation in meetings; and

WHEREAS, public comments during a City Council meeting are limited to the beginning of a meeting and again at the end of a meeting; and

WHEREAS, the City Council wishes to amend the City of Thorne Bay City Council, Boards & Commissions Meeting Procedures & Policy Manual to include public comments on agenda items after each agenda item has been discussed by the council and before the Council votes on the agenda item.

THEREFORE, BE IT RESOLVED THAT the City Council for the City of Thorne Bay amends The City of Thorne Bay City Council, Boards & Commissions Meeting Procedures & Policy Manual pertaining to public participation to:

1. Limit the early Public Comments opportunity to comments concerning the items on the agenda for the current meeting.
2. Allow Public Comments after each agenda item has been discussed by the council, but before the Council votes on the agenda item. This opportunity is for comments only and is not intended to allow debate with the Council.
3. Final Public Comments at the end of the meeting is open to any subject the public seeks to address.

These changes would allow for the public to have an improved participation in the business of the city.

PASSED AND APPROVED on this 3rd day of February 2026

Anthony Lovell, Mayor Pro-tem

ATTEST:

Caitlyn Sawyer, City Clerk/Treasurer



Introduction: February 3, 2026
Public Hearing: February 17, 2026
Sponsor: Timber Pesterfield
Vote: ___ Yeas, ___ Nays, ___ Absent

CITY OF THORNE BAY
ORDINANCE 26-02-17-01

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE
2-ADMINISTRATION & PERSONNEL, CHAPTER 2.04-CITY COUNCIL, SECTION 2.04.180 (L)
MEETINGS – ORDER OF BUSINESS

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. Purpose. To Amend TBMC 2.04.180 Meetings – Order of Business, (L) Public Hearing and Public Participation on agenda items, removing 3rd sentence;

TBMC 02.04.180 (L)

Public hearing and public participation on agenda items.

Public hearings are required on certain agenda items, including ordinances. An opportunity for public participation will be allowed on all other agenda items other than appeals. Persons wishing to be heard will be recognized by the mayor to speak following any administrative or committee discussion on the item. Additional rules on the conduct of public hearings and public participation on agenda items are set out in the policies and procedures of city council meetings manual, found on the city website or obtain a copy by request to the city clerk.

Section 3. 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 4. Amendment of Section. The title and chapter of Title 2-Administration and Personnel, Chapter 2.04-City Council, Section 2.04.180(L)-Meetings – Order of Business, is hereby amended and added to the Thorne Bay City Code and shall read as shown on page 2 of this ordinance.

Section 5. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED February 17, 2026

ATTEST:

Anthony Lovell, Mayor Pro-Tempore

Caitlyn Sawyer, City Clerk/Treasurer

Ordinance 26-02-17-01

Additions are BLUE

~~Deletions are RED and Stricken~~

THORNE BAY MUNICIPAL CODE
TITLE 2 – ADMINISTRATION AND PERSONNEL
CHAPTER 2.04 - CITY COUNCIL

2.04.180 MEETINGS-ORDER OF BUSINESS

(L) Public hearing and public participation on agenda items.

Public hearings are required on certain agenda items, including ordinances. An opportunity for public participation will be allowed on all other agenda items other than appeals. Persons wishing to be heard will be recognized by the mayor to speak following any administrative or committee discussion on the item. ~~Additional rules on the conduct of public hearings and public participation on agenda items are set out in the policies and procedures of city council meetings manual, found on the city website or obtain a copy by request to the city clerk.~~



Introduction: February 3, 2026
Public Hearing: February 17, 2026
Sponsor: Gary Anderson
Vote: ___ Yeas, ___ Nays, ___ Absent

CITY OF THORNE BAY
ORDINANCE 26-02-17-02

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, AMENDING TITLE 3-REVENUE AND FINANCE, CHAPTER 03.12 -PURCHASING, SECTIONS 3.12.040-3.12.170 MANNER OF MAKING PROCUREMENTS GENERALLY – EMERGENCY PROCUREMENTS

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.** Purpose. To Amend TBMC 3.12.040-170 to reinstate previous purchasing codes until further Council review;
- Section 3.** 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 4.** Amendment of Section. The title and chapter of Title 3 – Revenue and Finance, Chapter 3.12, Purchasing, Section 3.12.040-3.12.170 Manner of Making Procurements – Emergency Procurements, is hereby amended and added to the Thorne Bay City Code and shall read as shown on page 2 of this ordinance.
- Section 5.** Effective Date. This ordinance shall become effective upon adoption.

PASSED AND APPROVED February 17, 2026

ATTEST:

Anthony Lovell, Mayor Pro-Tempore

Caitlyn Sawyer, City Clerk/Treasurer

**THORNE BAY MUNICIPAL CODE
TITLE 3 – REVENUE AND FINANCE
CHAPTER 3.12 - PURCHASING**

3.12.040 MANNER OF MAKING PROCUREMENTS GENERALLY.

- A. The procurement of all supplies, materials, equipment and contractual services for the offices, departments and agencies of the city government shall be made by the purchasing agent as defined in section 3.12.020, and in accordance with purchase authorizations provided under this chapter.
- B. All procurements for contractual services estimated by the procurement agent to be over ~~ten~~ TWO thousand dollars in value shall be memorialized in a formal written contract to be executed by the parties bound to its terms and setting out the specific terms of performance. Procurements for contractual services estimated by the procurement agent to be under ten thousand dollars in value may be completed by purchase order. All procurements for supplies, materials, and equipment may be completed by purchase order. All contracts shall include standard terms and conditions approved by the mayor.
- C. Subject to the limitations of this section, any type of contract which will promote the best interests of the city may be used. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the city than any other type or that it is impracticable to obtain the supplies or contractual services required except under such a contract.
- D. All provisions of this chapter are subject to, and subordinate to, procurement requirements of the state or federal government where required by law including but not limited to contracts where state or federal grant revenues are used.
- E. Where applicable, all city contracts must comply with the public contract requirements provided by state statute and regulation including but not limited to:
 - 1. Wage and hour requirements under as 36.05;
 - 2. Local hire and employee preference requirements under as 36.10;
 - 3. Contractor bonding requirements under as 36.25;
 - 4. Public construction contract payment requirements under as 36.90; and
 - 5. Mandatory contractual provision requirements under as 36.90.

- F. The city clerk shall establish and maintain lists of persons who desire to provide supplies, services, professional services or construction services to the city.
 - 1. A person who desires to be on a bidder's list shall submit to the city clerk evidence of a valid state business license and a description of the supplies or services the person desires to provide. A construction contractor shall also submit a valid certificate of registration issued under as 08.18. The city clerk may require submission of additional information.
 - 2. The list may be used by the city procurement agent responsible for the procurement when issuing invitations to bid or requests for proposals.
- G. The city shall make reasonable efforts to solicit bids and proposals from local suppliers and contractors.

3.12.050 LIMITATIONS ON DURATION OF CITY CONTRACTS .

- A. All contracts must, by the terms thereof, be fully executed within a period of ~~five~~ **ONE** years unless a majority of the city council who vote thereon have approved the contract prior to execution.
- B. This requirement does not apply to contracts concerning interests in real property, franchises, contracts for services with a public utility or with other governmental units, or to contracts for debt secured by the bonds or notes of the city. (Ord. 22-02-01-01; Prior Ord. 98-07 §§ 3(part), 4(part), 1998: Ord. 85-01-17-02 § 5, 1985)

3.12.060 APPROVAL OF CITY COUNCIL REQUIRED – PROCUREMENTS .

Every procurement of budgeted supplies, materials, equipment or contractual services for more than ~~twenty-five thousand dollars~~ **TEN THOUSAND DOLLARS** shall require the approval of the city council. Procurements over ~~five thousand~~ **TWO THOUSAND** dollars for supplies, materials, equipment, or contractual services that (a) are not specifically in budget for the year of procurement or

(b) exceed the budgeted amount require council approval. For each budgeted procurement between ~~five~~ **TWO** thousand dollars and ~~twenty-five~~ **TEN** thousand dollars that does not require council approval, the city council shall be notified by written report detailing such procurement at the next regular city council meeting following such procurement. Such notification shall include:

- A. The dollar amount of the procurement;
- B. The name of the supplier or contractor;
- C. A statement regarding why the chosen supplier or contractor was most advantageous to the city. (Ord. 22-02-01-01; Prior Ord. 98-07 §§ 3(part),

4(part), 1998: Ord. 85-01-17-02 § 6, 1985)

3.12.070 EMERGENCY PROCUREMENTS .

The provisions of this chapter may be waived during times of crisis, emergency or disaster for no longer than seven days when operating under a declaration of emergency issued by the mayor. All provisions of this chapter waived while operating under a declaration of emergency issued by the mayor shall be reported to the city council via electronic mail within twenty-four hours following any such waiver. The city council may waive the provisions of this chapter for a definite period longer than seven days by resolution. The city administrator or authorized successor shall have the responsibility to protect the interest of the city consistent with prudent and appropriate emergency responses. (Ord. 22-02-01-01; Prior Ord. 98-07 §§ 3(part), 4(part), 1998: Ord. 85-01-17-

02 § 8, 1985)

3.12.080 APPROVAL OF CITY COUNCIL REQUIRED—MODIFICATIONS AND CHANGE ORDERS .

- A. A proposed modification or change order to an existing city contract shall require the approval of the city council when the proposed modification or change order increases the contract amount by ~~ten thousand~~ **TWO THOUSAND** dollars or more. No work may proceed under a modification or change order requiring city council approval prior to approval by the city council.
- B. The council shall be notified by written report at its next regular meeting of any modification or change order in excess of ~~five~~ **TWO** thousand dollars. Such notification shall include:
 - 1. The dollar amount of the original contract;
 - 2. The number of previous modifications or change orders;
 - 3. The dollar amount of each previous modification or change order and the total aggregated dollar amount of the previous modifications and change orders;
 - 4. The total dollar amount of the contract as modified or changed; and
 - 5. A statement explaining the justification or need for the modification or change order.
- C. Modifications and change orders shall not be arbitrarily divided into smaller amounts to avoid council approval thereof.
- D. Notwithstanding any of the foregoing provisions of this section, the city may make modifications or change orders in any city contract without council

approval where in the judgment of the city administrator a crisis, emergency or disaster as defined in section 3.12.020 exists which requires immediate action to remedy and where there is insufficient time or it is impractical to obtain council approval. Notice of such crisis, emergency or disaster modifications or change orders containing the information set forth in subsection b of this section shall be presented to the council no later than its next regular meeting. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 9, 1985)

3.12.090 SPECIFICATIONS AND CONTRACTS .

- A. The city administrator shall adopt policies and procedures governing the preparation, revision and content of standard specifications, standard plans and contracts for supplies, services, professional services and construction required by a department. The city administrator shall monitor the use of these standard contracting documents and procedures.

- B. The city administrator may obtain expert advice and assistance from department personnel in the development of standard specifications and contracts. All contract specifications, forms and procedures must promote overall economy for the purposes intended and encourage competition in satisfying the city's needs and may not be unduly restrictive. (Ord. 22-02-01-01)

3.12.100 COMPETITIVE PROCUREMENT PROCEDURE .

- A. Before the procurement of, or contract for, supplies, materials, equipment or contractual services in an amount of ~~twenty five~~ **TWO** thousand dollars or less is made, except as otherwise provided in this chapter, the city shall submit to at least three persons dealing in and able to supply the same an invitation to bid or request for proposal and specifications to give them opportunity to submit a proposal or bid. In the event that three persons cannot reasonably be found, fewer may be used when it is deemed to be in the best interest of the city.
- B. For procurement of, or contract for, supplies, materials, equipment or contractual services in an amount greater than ~~twenty-five~~ **TEN** thousand dollars, an invitation to bid or request for proposal will be posted on the city website, and the city shall employ such other forms of notice of such invitation to bid or request for proposal as may be determined in the city's discretion to adequately reach prospective bidders or offerors. The city shall provide adequate notice of the invitation to bid or request for proposal for at least

fourteen days unless otherwise required by state or federal law. Among the forms of notice employed by the city, the city may in its discretion:

1. Publish such invitation, request, or notice thereof in such newspapers or other publications circulated to reach prospective bidders;
2. Post notices in public places thought likely to reach prospective bidders.

Invitations to bid and/or requests for proposals shall be made both inside and outside of the city when necessary to create competitive conditions, or when a savings can be made for the city. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 10, 1985)

3.12.110 COMPETITIVE BIDDING.

- A. Procurements shall be made by competitive sealed bidding except as otherwise provided in this chapter. When competitive sealed bidding is used, the procurement agent shall issue an invitation to bid. The invitation to bid must include a time, place and date by which the bid must be received, a description of all essential contractual terms and conditions, and a description of all requirements and selection criteria.
- B. When responding to the invitation to bid, the bidder shall supply evidence of the bidder's valid state business license. A bidder for a construction contract shall also submit evidence of the bidder's registration under as 08.18.
- C. Late bids—withdrawals—cancellation.
 1. Bids received after the bid date and time indicated on the invitation to bid may not be considered unless the delay was due to an error of the city, except where delays in mail service cause a late bid in which case bids postmarked at least 72 hours prior to the bid opening date will still be considered timely.
 2. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on bid mistakes, may be permitted in accordance with policies adopted by the city. After bid opening, changes in bid prices or other provisions of bids prejudicial to the interest of the city or fair competition may not be permitted. A decision to permit the correction or withdrawal of a bid, or to cancel an award or contract based on a bid mistake, shall be supported by a written determination made by the city administrator. If a bidder is permitted to withdraw a bid before award, an action may not be maintained against the bidder or the bid security.
- D. Competitive bid opening.
 1. The procurement agent responsible for the procurement shall open bids at the time and place designated in the invitation to bid. All bid openings are open to the public. The amount of each bid and other essential

information required by this chapter, together with the name of each bidder, shall be recorded.

2. The information recorded under subsection (d)(1) of this section is open to public inspection as soon as practicable following bid opening. To the extent the bidder designates and the city administrator concurs, trade secrets and other proprietary data contained in a bid document may be deemed confidential.
- E. The city may repeatedly reject all bids, and again may submit to the same or other persons invitation to bid or again publish notice of the proposed purchase.
- F. Evaluation and award. Bids shall be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the criteria set forth in the invitation to bid. In determining whether a bidder is responsible the city may consider:
1. The qualifications, ability, capacity and skill of the bidder to perform the contract;
 2. The availability of the bidder to perform the contract within the time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 4. The quality of performance by the bidder of previous contracts;
 5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract;
 6. The sufficiency of the financial resources and ability of the bidder to perform the contract.

When the award is made to other than the lowest bidder, a full and complete written statement of the reasons therefore shall be mailed or delivered to the unsuccessful low bidder and filed with the other documents relating to the procurement.

- G. Multi-step bidding. When it is considered impractical to initially prepare a purchase description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.
- H. Except where prohibited by state or federal grant requirements, a local bidder,

as defined in section 3.12.020, may be given consideration as low bidder where the offer is the lesser of ten percent or fifty thousand dollars in excess of the lowest offer received from a bidder not qualified as a local bidder. The city may split the award between two or more suppliers in any manner the city deems to be in its best interest.

- I. Procurement of, or contract for, supplies, materials, equipment, contractual services, or capital projects that could be subject to potential future grant reimbursements may be restricted to the procurement requirements of such grants as understood at the time of procurement. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 11, 1985)

3.12.120 COMPETITIVE PROPOSALS.

- A. A contract not awarded by competitive sealed bidding shall be awarded by competitive sealed proposals, unless otherwise provided for in this chapter.
- B. The city may determine in writing that it is either impracticable or disadvantageous for the city to procure specified types of supplies or contractual services by competitive sealed bidding that would otherwise be procured by that method. When the city determines in writing that the use of competitive sealed bidding is either impracticable or disadvantageous to the city, a contract may be entered into by competitive sealed proposals in accordance with this section. The city shall specify with particularity the basis for determination.
- C. A request for proposals must contain the essential information necessary for an offeror to submit a proposal including a time, place and date by which the proposal must be received or contain references to any information that cannot reasonably be included with the request. The request must provide a description of the factors that will be considered when evaluating the proposals received, including the relative importance of price and other evaluation factors.
- D. Notice of request for proposals shall be given in accordance with procedures set out under section 3.12.100(b). The city may use additional means considered appropriate to notify prospective offerors of the intent to enter into a contract through competitive sealed proposals.
- E. The procurement agent shall open proposals so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals containing the name and address of each offeror shall be prepared in accordance with policies adopted by the procurement agent. The register and the proposals, except as otherwise noted in this section, are open for public inspection after the award is issued. To the extent that the offeror designates and the city administrator concurs, trade secrets and other proprietary data contained in the proposal documents shall be confidential.
- F. Discussion with responsible offerors and revisions to proposals. As provided in

the request for proposals, and under policies adopted by the city, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors reasonably susceptible of being selected for award shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and before the award of the contract for the purpose of obtaining best and final offers. In conducting discussions, the city shall not disclose information derived from proposals submitted by competing offerors.

- H. A contract may be awarded under competitive sealed proposals to the responsible offeror whose proposal is determined in writing to be the most advantageous to the city taking into consideration price and the evaluation factors set out in the request for proposals. The contract file must contain the basis upon which the award is made. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 12, 1985)

3.12.130 OPEN MARKET PURCHASES/PROCUREMENTS .

The following may be purchased without competitive bidding:

- A. Supplies, materials, equipment or contractual services when combined cost does not exceed ~~ten~~ TWO thousand dollars in a single transaction;
- B. Supplies, materials, equipment or contractual services which can only be furnished by a single dealer or which has a uniform price wherever bought;
- C. Supplies, materials, equipment or contractual services procured from another unit of government at a price deemed below that obtainable from private dealers, including war surplus;
- D. Contractual services procured from a public utility corporation at a price or rate determined by state or other government authority;
- E. Contractual services of a professional nature, such as medical services, or insurance policies whose nature demands immediate action;
- F. Supplies, materials or equipment which cannot be procured locally and which can be procured from a source selected by another unit of government pursuant to competitive bidding procedures to provide the same or similar supplies, materials or equipment if:
 - 1) The award was made by the governmental unit; and
 - 2) The item(s) can be procured at the same price plus additional freight or delivery charges if applicable;
- G. The city encourages local procurement whenever practicable. Procurements

made under this section shall only be made after a reasonable attempt to evaluate procurement options from a local source;

- H. Professional services such as, but not limited to, services rendered by architects, attorneys, engineers, appraisers, surveyors, accountants and other specialized consultants provided, that the procedures set out in section 3.12.140 are followed.
- I. When public work is performed by the city with its own employees.
- J. To contracts primarily involving the purchasing of supplies, materials, equipment, or contractual services using state or federal grants when the grant funds are being spent by a state or federal agency pursuant to that state or federal agency's procurement rules and regulations.
- K. When either competitive procedure has been followed, but no bids or quotations are received. In such a case, the purchasing agent may proceed to have the services performed or the supplies purchased without further competitive bidding or quotation.
- L. When the city council determines that the public interest would be best served by the purchase of used equipment and, by resolution, authorizes the purchasing agent to locate and purchase a particular type and quantity of used equipment.
- M. Where calling for bids on a competitive basis is unavailing and impossible, including but not limited to situations where rates are set by statute or ordinance or where like items are traded in, or where used items are being purchased. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 13, 1985)

3.12.140 PROFESSIONAL SERVICES .

- A. Due to the nature of professional services, it is in the best interest of the city to use a qualitative selection process, with or without consideration for price, in the city's discretion, when in need of these services.
 - 1. For professional services estimated by the city to be one hundred thousand dollars or less, direct solicitation of contractors or consultants may be made from a roster maintained by the city, or to such other vendors who may be known to the city as possessing the required expertise. These solicitations will seek to evaluate the qualifications, experience, and availability of particular vendors. When more than one vendor is considered, the procurement agent will appoint a selection panel to evaluate the potential vendors and offer a recommendation for selection.
 - 2. For professional services estimated by the city to be more than one hundred

thousand dollars, a formal request for qualifications will be solicited. Public notice of requests for qualifications will be given in accordance with the same procedures set forth in section 3.12.100(b). The procurement agent will develop and publish qualitative selection criteria for evaluating all responses to requests for qualifications received. In multi-phase projects the city may contract with a professional services provider that has provided professional services in an earlier phase of the same project, without the solicitation of formal request for qualifications, in order to maintain project continuity or to otherwise promote the best interest of the city.

- B. The provisions of sections 3.12.060 and 3.12.080 apply to all professional services contracts.
- C. The duration of professional services contracts may not exceed two years, except for completion of work in progress under architectural or engineering contracts. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 14, 1985)

3.12.150 HYBRID PROCUREMENTS .

When contracting for procurement of supplies, materials, equipment or contractual services, as contemplated under section 3.12.110, and professional services, as contemplated under section 3.12.140, within the same contract, the city shall utilize the procedures set forth in section 3.12.120. (Ord. 22-02-01-01; Prior Ord. 85-01-17-02 § 15,

1985)

~~3.12.160 CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACTS .~~

~~The city may award a two phase construction manager/general contractor contract for preconstruction services and construction services on a single project.~~

~~A. In the preconstruction services phase of a contract under this section, the contractor shall provide the city with advice for scheduling, work sequencing, cost engineering, constructability, cost estimating, and risk identification.~~

~~B. Prior to the start of the construction services phase, the city and the contractor may agree to a price and other factors for the construction of the project or a portion of the project.~~

~~C. If an agreement is reached under subsection b of this section, the contractor~~

~~shall be responsible for the construction of the project or portion of the project at the negotiated price and in compliance with the other factors specified in the agreement.~~

~~D. A contract shall be awarded under this section using the competitive selection process set out in section 3.12.120 and based on qualifications, experience, best value, or any other combination of factors deemed relevant to the procurement. (Ord. 22-02-01-01; Prior Ord. 02-03-21-01 § 3, 2002; Ord. 98-07 §§ 3(part), 4(part),~~

~~1998; Ord. 89-05 § 4(part), 1989; Ord. 85-01-17-02 § 16, 1985)~~

3.12.170 CONTRACTOR BONDING REQUIREMENTS .

A. Before a contract exceeding ~~one hundred~~ **TWENTY FIVE** Thousand dollars for the construction, alteration, or repair of a public building or public work is awarded to a general or specialty contractor, the contractor shall furnish to the city the following bonds, which become binding upon the award of the contract to that contractor:

1. A performance bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond; the amount of the performance bond shall be equivalent to the amount of the payment bond.

2. A labor and materials payment bond with a corporate surety qualified to do business in the state, or at least two individual sureties who shall each justify in a sum equal to the amount of the bond, for the protection of all persons who supply

labor and material in the prosecution of the work provided for in the contract. When the total amount payable by the terms of the contract is not more than one million dollars, the labor and materials payment bond shall be in a sum of one-half the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than one million dollars and not more than five million dollars, the payment bond shall be in a sum of forty percent of the total amount payable by the terms of the contract; when the total amount payable by the terms of the contract is more than five million dollars, the payment bond shall be in the sum of two million five hundred thousand dollars.

B. The city hereby exercises its option under as 36.25.025 to exempt contractors from compliance with the provisions of subsection a of this section and as 36.25.010(a) if the estimated cost of the project does not exceed four hundred

thousand dollars and:

1. The contractor is, and for two years immediately preceding the award of the contract has been, a licensed contractor having its principal office in the state;
2. The contractor certifies that it has not defaulted on a contract awarded to the contractor during the period of three years preceding the award of a contract for which a bid is submitted;
3. The contractor submits a financial statement, prepared within a period of nine months preceding the submission of a bid for the contract and certified by a public accountant or a certified public accountant licensed under as 08.04, demonstrating that the contractor has a net worth of not less than twenty percent of the amount of the contract for which the bid is submitted;
4. The total amount of all contracts that the contractor anticipates performing during the term of performance of the contract for which a bid is submitted does not exceed the net worth of the contractor reported in the certified financial statement prepared and submitted under subsection (b)(3) of this section by more than seven times. (Ord. 22-02-01-01; Prior Ord. 98-07 §§ 3(part), 4(part), 1998: Ord. 85-01-17-02 § 17, 1985)