

To Thorne Bay City Council, Administration and who it may concern,

My Public Comment tonight is a continuation of the statement I made on Aug.18,2015, I am forced to speak about this topic which is a public concern and does affect the residents of Thorne Bay, over several City Council Meetings because of the unreasonable three minute public comment limit.

The residents of Thorne Bay should be concerned when there is a possibility that if you file any complaints against the City of Thorne Bay like I did, "the City may Immediately claim you owe the City \$100,000", and the City Administration may; (1) not stop from publicly harassing and or placing you in a false light. (2) attempt to Coerce you into giving up your constitutional rights, (3) refuse you due process when trying to pay City bills, (4) the City may also attempt to Maliciously Oppress you from speaking about any and all City matters, (5) try and Coerce you from being able to file a complaint with the State of Alaska Public Offices Commission known as (APOC), who oversee all publicly elected officials public financial statements so there is a transparent government, (6) not reprimand a City employee who makes threats of violence such as burying anyone for being involved in making public records requests and try and get your child in a vehicle, and instead the City may try and coerce you from publicly speaking about the threats of violence (see email attached below). Its might not be so hard to believe the City will try 1-6 above when you read the City email attached .

I have been chastised by the City Council and their associates, for making a complaint against the City water not meeting state and federal laws, I have been called vulgar names by a Council member who stated I made the entire water issue up for my own personal gain, when (in fact) in the Council packet handed out today you will see that the State of Alaska DEC has filed litigation against the City to force them into improving water quality for public safety, I am now waiting to see if this Council Member is going to call the State of Alaska DEC vulgar names and claim they made up the water violations for their personal gain also.

**It is of serious public concern when the City of Thorne Bay condones the actions a City employee (Billy Joe Phillips) when making threats to bury people for being involved in my public records requests about the City water and or attempted to get my son in his vehicle, this City employee testified under oath that the City Administrator Wayne Benner had never reprimanded or taken any action or sanctions against him for his violent and threatening actions "a long term stalking order was granted against the City employee" and then on Aug. 5, 2015 the City sent me a coercive email (attached below) threatening continued litigation if I do not agree to stop from making any public comments regarding any and all City Business Matter, "including threats against my family" now and forever. This sounds more like the Mafia then a proper city government.**

**It is a serious public concern to live in a town where the publicly elected City Council thinks they have the power strip your constitutional rights and drive you from your home or face continued litigation because you filed a complaint against the City (see email attached below).**

On Aug.4,2014 I gave notice that in the best interest of the Community and my family, I previously agreed to end my litigation with the City and I requested that Wayne Benner and the City end their documented harassment,. Within 24 hours the City attempt to severely violate my constitutional rights (see email attached below). I do request that the City Council reconsider your Aug. 18,2015 decision to take no action regarding the email.

**I am hereby respectfully requesting that the entire City Council immediately inform me and the residents in writing exactly where in the U.S. Constitution or bill of rights or the laws of Alaska or the City ordinances delegate the power or authority to for the Thorne Bay City Council to threaten anyone with continued litigation if a resident doesn't give up their constitutional rights forever, or give up their rights to file any complaints against a City Council member to the State of Alaska, or be able force a resident (WITH A FAMILY) to move from their home, or give up their means to protect their family, or give up their right to life liberty and pursuit of happiness, "because a resident filed a complaint against the City".**

**If you can't follow your oath of office and uphold the Constitution which expressly includes the public being able to file complaints and grievances against the government without the threat of reprisal, then it is past time for you to resign your seat.**

Guy Lane 9-1-15

Thorne Bay resident whose family has been recipient of the unethical and unconstitutional treatment as described above.

Settlement Recommendation

Settlement Recommendation

Clay Keene

[Add to contacts](#)

8/05/15

To: 'Guy Lane'



Mr. Lane,

This email contains settlement discussions that are protected under Evidence Rule 408.

I am prepared to recommend the following outline of a settlement to the City Council, if you find it acceptable. If approved by the City Council, the settlement will require the preparation of three essential documents: (i) stipulation of Lane and the City, (ii) Court Order approving the stipulation, and (iii) a comprehensive settlement agreement to be signed by the parties and entered with the court once the conditions precedent have been met.

The nuts-and-bolts of the recommended settlement contemplate the parties (Lane/ City) entering into a stipulation that would be submitted to the court for approval. The 3 of 6 stipulation would implement a “stay” of the proceedings for a period of six months, or until Lane sold his property and was ready to leave Thorne Bay, whichever first occurred. During

the stay nothing would occur in the lawsuit, and you would agree during the stay not to bring further complaints, claims, either in court or administrative claims, against the City, council members, administrator, employees or the City's attorney(s); or, bring complaints before the City Council during meetings or otherwise, on any topic concerning the City, including the Council or the Administrator's management of the City, etc. If you are not able to sell his property within the six month period of the stay, the stay would be extended another six months. If you violated the terms of the stay, the City would inform the court of the violation and proceed with litigation of the lawsuit. Upon sale of your real property in Thorne Bay, you execute the comprehensive settlement agreement releasing the City, Billy Jo Phillips, council members, etc., from any and all claims; and, the City would dismiss its counterclaim against you, with prejudice. If this outline is acceptable, I will draft the settlement agreement prior to the parties entering into the stipulation, which would be made an exhibit to the stipulation, with agreement of its execution by both parties once the Lane property was sold.

Here is a summary outline of the proposed settlement I am willing to recommend to the City of Thorne Bay if acceptable to you. Your acceptance will be required to be in writing to me:

- We hold the lawsuit in "abeyance" or under "stay" pending the sale of Lane's home and departure from Thorne Bay;
- This means nothing occurs in the lawsuit, we would have a status hearing in six months, unless you sooner sold your house/property and permanently moved from Thorne Bay;
- During the stay, Lane will not bring other claims or complaints against the City members of the city council, Billy Jo Phillips, council members, APOC complaints etc; and, would not make complaints during council meetings about the City, etc.
- Lane releases his claims relating to moorage fees, and any other claims he has threatened against the City;
- Once Lane sells his home, and leaves Thorne Bay, the lawsuit, including the City's counterclaim would be dismissed with prejudice, each party to be responsible for their own attorney fees;
- The comprehensive release the City, etc., from any and all claims, known or unknown.
- I will prepare the comprehensive release, which you will agree to at this time. Once prepared and agreement reached as to its terms, it would be attached to and made part of the stipulation submitted to the court for approval of the stay and other terms provided above.
- Once the Lane property was sold and the comprehensive release signed, the lawsuit would be dismissed, with prejudice.

Conceptually, the stipulation would require that you “stand down” from further complaints, allegations, etc., about the

City, Council Members, or anything related to the City, its agencies, employees, etc. Essentially, you would be giving up your right to publically complain about anything having to do with anything regarding the City during the stay or after. If the outline of this proposed settlement is acceptable to you, I will advise the City’s Administrator, and proceed with the drafting of the documents once approval is given by the City to proceed. If the proposed terms towards settlement are not acceptable to you as outlined in this email, the City of Thorne Bay will continue litigating the lawsuit.

The outline of a proposed settlement as outlined in this email is contingent on your approval, approval by the City of Thorne Bay, and approval of the stipulation by the Court. Nothing contained herein shall be deemed binding on the City of Thorne Bay, its officials, administrator, attorney or employees, until the conditions set forth herein have been met, and an order issued by the court approving the reference stipulation of the parties. Until such time, the terms and conditions stated herein constitute preliminary, unenforceable settlement discussions, and nothing more. I reserve the right to amend, change, or delete any proposed term stated herein until such time as the parties stipulation is approved by the court.

Regards,

Clay Keene

H. Clay Keene

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