

NOTICE OF ADDITIONS

AGENDA

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

TUESDAY, NOVEMBER 17, 2020

TIME: 6:30 p.m.

LOCATION: TELECONFERENCE/VIDEO CONFERENCING LINE

Phone Number: 1-408-418-9388

Meeting Weblink:

<https://cityofthornebay.my.webex.com/cityofthornebay.my/j.php?MTID=m0847f31832461eb45913f325ddf0b624>

Meeting number (access code): 126 639 4007

Meeting password: aNRADwJ67c9 (26723956 from phones and video systems)

1) CALL TO ORDER:

2) PLEDGE TO FLAG:

3) OATH OF OFFICE:

Mayor Oath of Office

4) ROLL CALL:

5) APPROVAL OF AGENDA:

6) MAYOR'S REPORT:

7) ADMINISTRATIVE REPORTS:

a) City Administrator:

b) City Clerk Report:

8) PUBLIC COMMENTS:

9) COUNCIL COMMENTS:

10) PUBLIC HEARING:

- a) A public hearing will be held to consider a change in street use and parking on Rainy Lane. We are requesting the public submit your comments and suggestions for Rainy Lane to the City Clerk by Tuesday, November 17th, 4pm.

Some of the options to be considered are as follows:

- i.) One Way road with LIMITED PARKING
- ii.) One Way road with NO PARKING
- iii.) Two Way road with NO PARKING

11) NEW BUSINESS:

- a) Amending the Short-term Rental Agreement with Papac Logging, increasing the rented area from 1.5 acres to 2 acres, discussion and action item:

b) Organization of Comprehensive Development Action Plan Committee, discussion and action item: *(Thorne Bay Comprehensive Plan 2035, projecting out 15-years of goals and objectives for the community and developing a "roadmap" to those goals)*

More ways to join on WebEx

Join by video system

Dial 1266394007@webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll

Access code: 126 639 4007

[Global call-in numbers](#)

12) ORDINANCE FOR PUBLIC HEARING:

- a) Ordinance 20-11-17-01, a non-code ordinance amending the long-term 20-year lease of City Property between the City of Thorne Bay and GVA Corporation, aka Tackle Shack, to a ninety-nine-year tideland lease, discussion and action item:

13) CONTINUATION OF PUBLIC COMMENT:

14) CONTINUATION OF COUNCIL COMMENT:

15) ADJOURNMENT:

MINUTES
FOR THE SPECIAL MEETING
OF THE CITY COUNCIL
FOR THE CITY OF THORNE BAY, ALASKA
MONDAY, OCTOBER 19, 2020
TIME: 6:00 p.m.

1) **CALL TO ORDER:**

Burger called the meeting to order at 6:00 p.m.

2) **PLEDGE TO FLAG:**

Council and audience stood for the pledge to the flag.

3) **OATH OF OFFICE**

- a) Greg Kerkof, Seat C
- b) Jon Stram, Seat E
- c) Wes Craske, Seat G.

The newly elected officers were sworn in and read the Oath of Office.

4) **ROLL CALL:**

Burger, Edenfield, Rhodes, Stram, Craske, Kerkof. Longbotham joined at 6:07 p.m.

5) **APPROVAL OF AGENDA:**

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

MOTION: Move to approve the agenda

F/S: Burger/Edenfield

YEAS: Burger, Edenfield, Rhodes, Stram, Craske & Kerkof

NAYS: None

STATUS: Motion Passed.

6) **MAYOR'S REPORT:**

Mayor Burger commented on the following:

- Welcome to the three new councilmembers
- COVID-19 Virus is still out there and so I encourage everyone to continue social distancing, practicing proper hygiene and stay home if you are sick.

7) **ADMINISTRATIVE REPORTS:**

a) City Administrator:

- The City has a reward out in the amount of \$1,000.00 for information leading to an arrest and conviction of the thieves that broke into the Solid Waste site and stole tools along with other items.

b) City Clerk Report:

- November 3rd, 2020, Mayoral Election. Polls will be at City Hall Council Chambers and Absentee Voting will be available at City Hall October 20-November 2nd and then again on November 3rd at Davidson Landing. Polls open at 7am and close at 8pm.
- Newly Elected Officials Training will be held via Zoom beginning November 9th and end the 10th.

Clerk report continued:

- Read the resignation letter of Councilman Roger Longbotham:
“Dear City Council Members and Citizens of Thorne Bay,
I Roger Longbotham am hereby submitting my letter of resignation to be effective October 23rd, 2020 at 12:00PM. The reason for my resignation is I am outside the city of Thorne Bay taking care of my wife's elderly parents. Both are in there middle to upper 80's and are in 2 different locations. With them being married for over 68 years, the separation is difficult at best. We are doing everything we can for them to spend time together as often as possible. With the pandemic and travel restrictions in force, travel back and forth to and from Thorne Bay is very difficult. I don't want to put my family at risk by the extensive travel and extending myself to a higher exposure risk of the COVID 19.
Our stay is going to be extended and I do not want to hold the seat in my absents from the city. It is with a heavy heart to submit this letter of resignation; however, I have been considering this for a long time. It has been my pleasure to serve the citizens of Thorne Bay.
Sincerely, Roger Longbotham, Councilman Seat A”

8) PUBLIC COMMENTS:

Sean Kaer commented on the following:

- Thanked Roger Longbotham for his time in office.
- Inquired about the following topics:
 - Will City Council meetings be done on Monday's from here on out?
 - Why did absentee voting at Davidson Landing start so late for October 6th Election?
- How does someone go about applying to be on the Council?

9) COUNCIL COMMENTS:

Eric Rhodes commented on the following:

- Appreciates Councilman Longbotham for honoring the Code on absences and thanked him for his time in office.

Wes Craske commented on the following:

- Requested that the City get the fire truck out of the fire hall at Davidson Landing prior to Election Day, November 3rd, 2020
- Requested also that the City move the Red Connex so there can be a Christmas Tree put up there.
- Explained that he was looking to have a Christmas tree decoration contest between both sides of the Bay and hoped it would be a fun event that would help join the community together. There will be winners and prizes for those who participate.
- Commented that he wanted to keep the joining of the community together and end the negativity that has gone on for so long.

Longbotham commented on the following:

- It was with a heavy heart that he submits his resignation.

Craske commented on the following:

- Expressed condolences to Councilman Longbotham for what his family was going through.
- Thanked Councilman Longbotham for his service on the City Council.

Jon Stram commented on the following:

- Encouraged everyone to remember to get out and vote.

10) NEW BUSINESS:

- a) Vacancy of a City Council Seat due to the physical absence from the city for a ninety-day period, without being excused by council, as required in Thorne Bay for longer than 90 days as per Thorne Bay Municipal Code 2.04.100, discussion and action item:

Burger moved to accept vacancy of council seat A due to physical absence. Kerkof seconded the motion. Edenfield requested clarification on the vacancy? Burger stated it would be effective immediately (October 19, 2020). Kerkof stated that the office was technically vacated when Councilman Longbotham had been absent longer than the 90 days. Rhodes commented that he agreed with the code but notes that when it was McDonald that was absent there were different views. Rhodes stated he would respect the resignation date effective October 23rd. Craske commented that he too would agree with the 23rd, there would be no negative effect. Kerkof disagreed and added that by accepting the resignation date of the 23rd would allow Longbotham to vote on Vice Mayor. Craske stated that in efforts to keep peace he was taking the stand to accept the resignation of Councilmember Longbotham effective October 23rd. Stram stated that Longbotham participated in every meeting since his absence. Kerkof stated he would agree to accept the resignation effective the 23rd if Longbotham would recuse himself from the Vice Mayor vote. There was further discussion.

MOTION: Move to declare council seat A vacant under Municipal Code 2.04.100

F/S: Burger/Edenfield

YEAS: Burger, Edenfield, & Kerkof

NAYS: Longbotham, Rhodes, Stram & Craske

STATUS: Motion Failed.

- b) Appointment of Vice Mayor of the City of Thorne Bay, discussion and action item:

Edenfield nominated Lee Burger as Vice Mayor. Rhodes nominated Jon Stram as Vice Mayor. Edenfield stated that she felt Burger was best suited for the Vice Mayor because Lee has been on the council for many years and it was her opinion that a councilmember should serve for at least one year on the Council before serving either as Mayor or Vice Mayor. The Clerk did a roll call for vote of the Mayor between Burger and Stram.

Edenfield – Burger

Rhodes – Stram

Burger – Burger

Stram – Stram

Kerkof – Burger

Craske – Stram

Longbotham – Stram

With a vote of 4/3, Jon Stram was appointed as the Vice Mayor for a term of one year.

- c) Amending the SISD Lease of City Tideland Lease to permit reduced rental rate for the months of November 2020 through May 31, 2021, discussion and action item:

Burger moved to approve the amended lease reducing the rate to 150 per month for November through May 31, 2020. Stram seconded the motion. Burger stated the restaurant has done everything they could to remain open during the times of COVID. Stram expressed thanks to AK-49 for all they do for the community and commented that they have done a wonderful job. Edenfield and Rhodes concurred with the comments from Stram.

MOTION: Moved to approve the amended lease reducing the rate to 150 per month for November through May 31st, 2021

F/S: Burger/Stram

YEAS: Burger, Edenfield, Longbotham, Rhodes, Stram, Kerkof & Craske

NAYS: None

STATUS: Motion Passed.

- d) Resolution 20-10-19-01, amending authorized bank account signers for the City of Thorne Bay's First Bank and Tongass Federal Credit Union accounts, discussion, and action item:

This item was removed from the agenda. Clerk placed on the agenda prematurely as there will be a new Mayor elected in November.

11) CONTINUATION OF PUBLIC COMMENT:

Thom Cunningham commented on the following:

- Congrats to the City Councilmembers.

Brenda McDonald commented on the following:

- Would like to have the code clarified on the 90 absence. It was confusing and is confusing to the public.

Sean Kaer commented on the following:

- Agreed that the 90 days needs clarified.
- Congrats to all new councilmembers

12) CONTINUATION OF COUNCIL COMMENT:

Rhodes commented on the following:

- Community Development Block Grant opportunity. Informed the council and public that there would be public meetings held on Thursday, October 22nd at 6pm via WebEx and again on Saturday, October 24th at the Town side Fire Hall beginning at 2pm.

Longbotham commented on the following:

- Expressed his support for Eric Rhodes as Mayor

Craske commented on the following:

- Encouraged community growth and wellbeing. Commented that he wanted to start seeing positive coming from the community and less negative.

Stram commented on the following:

- Agreed with Councilman Craske and stated he would like to see more positivity. Continued that he loved this community and that he wanted to function solely as peace maker in his position as the Vice Mayor for the next year.
- Regardless to who is elected as Mayor, it will be a good choice and he is happy to work alongside whomever is elected as Mayor.

Rhodes commented on the following:

- Echoed both Wes and Jon's comment.

13) ADJOURNMENT:

Burger adjourned the meeting at 7:13p.m.

Lucinda Edenfield, Mayor

ATTEST:

Teri Feibel, CMC

RENTAL AGREEMENT

CITY & PAPAC

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

1. **Rented Premises.** The City does hereby Rent to the Renter TWO ACRES one and one half acre plus or minus of land at the Sort Yard on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be Two (2) year(s) beginning June 1, 2020 and ending May 31, 2022. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this Rental Agreement. Monthly Sales Taxes due the City shall commence upon the signing of Rental Agreement. Renter shall have the option to renew this Rent for an additional period of time subject to renegotiations of Rent terms and payments acceptable to both the City and Renter. The option to renew and Rent for the additional period can only be effective upon approval by the Thorne Bay City Council. This option to renew shall be exercised by the Renter in writing sixty (60) days prior to the expiration of the original Rent term. The option to renew is specifically waived if not exercised in full compliance with this provision.

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

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

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of Two Hundred and Twenty-Five Dollars (\$225.00) plus applicable sales tax payable in advance on the first day of each month of the Rent term. In the event any payment required to be made pursuant to this Rental Agreement is more than ten (10) days past due, a late charge equal to ten percent (10%) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of two year term the monthly Rent payment shall be reviewed and adjusted in accordance with the provisions of Section 2.56.210 of Title 2, Article III of the Thorne Bay Municipal Code.

RENTAL AGREEMENT

CITY & PAPAC

4. **Deposits.** Renter shall deposit with the City an amount equal to N/A . Upon termination of the Rental Agreement the Renter shall vacate the premise leaving it in the same clean condition as presented at the time said Rental Agreement was initiated. If the premise is in need of cleaning, repairs or the Renter is in default in payments said deposit shall be used to offset such costs. In the event the Rented Premise is clean and in need of no repairs the deposit will be refunded in full. First and last month may be waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per "Exhibit A".
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Storing and working on heavy equipment used for logging and road building. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement the Renter shall vacate the premise immediately.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain building permit authorization from the City for construction of any and all structures placed on or in the Rented Premises.
8. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City's prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter's sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter's sole cost and expense. Any of Renter's improvements remaining on the Rented Premises longer than thirty (30) days after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.

RENTAL AGREEMENT

CITY & PAPAC

9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.

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

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

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

City shall be named as additional insured.

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

RENTAL AGREEMENT

CITY & PAPAC

otherwise, for any loss or damage to the property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Renter's occupancy or use.

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

15. **Removal of Renter's Property and Repair of Rented Property.** All buildings, fixtures and equipment of whatsoever nature, that Renter shall have acquired and installed upon Rented premises, whether permanently affixed or otherwise, shall continue to be the property of the Renter and must be removed by the Renter at the expiration or termination of this Rental Agreement; and at its own expense, Renter shall repair any injury to Rented Premises resulting from such removal. Renter shall remove all buildings, fixtures, and equipment, and make all repairs, within thirty days of the date the Renter vacates Rented Premises. If the Renter fails to remove its buildings, fixtures, and equipment, and fails to make the necessary repairs, the City may do so, and seek reimbursement from the Renter for the full amount of the repairs, without any deduction for the value of any buildings, fixtures, or equipment left on the premises by the Renter. If City determines that it is in City's best interest to acquire the improvements, it may negotiate to purchase Renter's buildings, fixtures, and equipment at a price equal to or less than fair market value.
16. **Taxes.** Renter shall be solely and fully responsible for the payment of all applicable federal, state, and Thorne Bay municipal taxes including all Monthly Sales Taxes due the City.
17. **Liens.** Renter shall maintain Rented Premises free of any and all liens. Renter will not permit any mechanics', laborers' or materialmen's liens to stand against the Rented Property or improvements for any labor or materials furnished to Renter or claimed to have been furnished to Renter, or to Renter's agents, contractors, or sub-Renters, in connection with work of any character performed or claimed to have been performed on Rented premises or improvements by or at the direction or sufferance of Renter; provided, however, Renter shall have the right to contest the validity or amount of any such lien or claimed lien, In the event of such contest, Renter shall give to the City such reasonable security as may be demanded by the City to insure payment of such lien or such claim of lien. Renter will immediately pay any judgment rendered with all proper costs and charges and shall have such lien re-Rented or judgment satisfied at Renter's own expense. Renter agrees to indemnify, hold harmless and to defend the City and Rented premises from such liens. Renter consents to the City's recording of and posting of a statutory notice of non-responsibility in accordance with Alaska Statute 34.35.065

RENTAL AGREEMENT

CITY & PAPAC

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

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

19. **City's Remedies for Default.** In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.
- (a) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
 - (b) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;
 - (c) Declare the Term ended;
 - (d) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;

RENTAL AGREEMENT

CITY & PAPAC

- (e) Cure any such default, if possible, and demand immediate payment until all costs incurred in curing the default have been reimbursed fully, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska;
 - (f) Collect all reasonable damages, costs and expenses that the City may incur by reason of default by Renter, together with interest calculated at the rate of ten percent (10%) per annum at the then current prime rate as established by the First Bank of Alaska.
 - (g) The City shall use reasonable diligence to relet Rented Premises in or to mitigate the City's damages, consistent with the uses of Rented Premises, and all applicable Thorne Bay code provisions related to this Rent and Rented Premises.
20. **Rights and Remedies.** Except insofar as this is inconsistent with or contrary to any provision of this Rent, no right or remedy herein conferred upon reserved to the City or Renter is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute.
21. **Waiver.** Except to the extent that a party may have otherwise agreed in writing, no waiver by a party of any breach by the other party of any of its obligations, agreements or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, agreement or obligation. Nor shall any forbearance by a party to seek a remedy for any breach of the other party be deemed a waiver of its rights or remedies with respect to such breach.
22. **Changes.** No modifications, amendments, deletions, additions or alterations of the Rent Agreement shall be effective unless in writing and signed by all of the parties hereto and such representatives of the parties as have been duly authorized to make such changes.
23. **Joint Product.** The language set out in this Rental Agreement represents the joint product of the parties and shall not be construed against one party in favor of the other. Each party hereto has had the option of seeking the advice of legal counsel in the drafting of this Rental Agreement, and the rule of construction favoring construction against the drafter shall not apply. Renter acknowledges and agrees that Renter has not received any legal advice from the City's attorney or from anyone associated with the City.
24. **Authority.** The parties and their undersigned representatives warrant that they have full authority to enter into this Rental Agreement and to execute this Rental Agreement.
25. **Hazardous Materials.** The Renter shall not permit, store, manufacture or dispose on Rented Premises any hazardous material or controlled substance as determined by federal, state, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to , the Comprehensive Environmental Response, Compensation and liability Act (42 U.S.C.

RENTAL AGREEMENT

CITY & PAPAC

9601 et seq.), the Hazardous materials Transportation Act (42 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. 651 et seq.), and Title 46 of the Alaska Statutes as these laws have been and may hereafter be amended or supplemented. "Hazardous Substance" means any pollutant, contaminant, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB's or any other substance the removal of which is required, or the manufacture, preparation production, generation, use maintenance, treatment, storage, transfer, handling or ownership of which is restricted , prohibited, regulated or penalized by any and all federal, state, or municipal statutes or laws now or at any time hereafter in effect. Hazardous material shall not include cleaning supplies used in the routine daily cleaning and operation of a restaurant.

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

RENTAL AGREEMENT CITY & PAPAC

30. **Binding on Heirs, Successors and Assigns.** The covenants and agreements of this Rental Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of both parties thereto, except as hereinabove provided, and as allowable by law.
31. **Notice.** Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to **City at P.O. Box 19110, Thorne Bay, Alaska 99919**, or the **Renter at, PO Box 404, Craig, AK 99921**, or at such other address as either party may designate in writing to the other.
32. **City's Right of Entry.** The City shall have the right to enter Rented premises at all reasonable times to examine the condition of same.

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

CITY:
THE CITY OF THORNE BAY

RENTER:
PAPAC ALASKA LOGGING

By _____
Lucinda Edenfield, Mayor "City"

By _____
Papac Alaska Logging, Inc. "Renter"

ATTEST:

Teri Feibel, CMC



CITY COUNCIL MEETING COMMENTS CARD

CITIZEN COMMENT SIGN UP SHEET

Regular Meeting Date: _____

"Please **PRINT** all information."

Name: _____ Telephone: _____

Address: _____

E-mail address: _____

Comment on Agenda Item # _____ Comment on Other Topic: _____

Check one: written or oral comments

Comments are limited to no more than 3 minutes per speaker, but that time limit may be reduced at the Mayor's discretion if there are numerous speakers on a particular item.

CITIZENS WHO WISH TO SUBMIT WRITTEN COMMENTS SHOULD COMPLETE THE WRITTEN COMMENTS PORTION AND DELIVER TO THE CITY CLERK FOR THE RECORD:

CITIZENS WHO WISH TO MAKE ORAL COMMENTS:

1. MUST SIGN UP TO SPEAK PRIOR TO THE MEETING (Call, mail or email the City Clerk not later than 4pm on the day of the meeting @ (907) 828-3380; cityclerk@thornebay-ak.gov)
2. WILL HAVE ONE OPPORTUNITY TO SPEAK; AND
3. MUST OBSERVE THE 3-MINUTE TIME LIMIT.

(Inquiries from speakers about matters not listed on the agenda will not be answered during the meeting. The Mayor will note inquiries and direct the Staff to follow up with the answer or to have the subject matter placed on a future agenda for Council consideration.)

SUBMIT COMMENTS