

## AGENDA

FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR THE  
CITY OF THORNE BAY, ALASKA  
TUESDAY, APRIL 18, 2023

TIME: 6:30 p.m.

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**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=m42b083fd76962762fbfe73f3a84b405b>

**Meeting number:** 182 229 9375 **Password** [D4gxVSXpz84 \(34498797 from phones and video systems\)](#)

- 1) CALL TO ORDER:
- 2) PLEDGE TO FLAG:
- 3) ROLL CALL:
- 4) APPROVAL OF AGENDA:
- 5) MAYOR'S REPORT:
- 6) ADMINISTRATIVE REPORTS:
  - a) City Administrator:
  - b) City Clerk:
- 7) DEPARTMENT REPORTS:
  - a) Water Operator Report
  - b) EMS Report
- 8) PUBLIC COMMENTS:
- 9) COUNCIL COMMENTS:
- 10) CONSENT AGENDA:
  - a) MINUTES
    - i. [Minutes of the April 4, 2023, Regular City Council Meeting, discussion and action item:](#)
- 11) NEW BUSINESS:
  - a) [Resolution 23-04-18-01](#), A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH SEARHC FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "B" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING A HEALTH CLINIC
  - b) [Resolution 23-04-18-02](#), A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH TONGASS FEDERAL CREDIT UNION FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "A" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING FINANCIAL CREDIT UNION
  - c) [Resolution 23-04-18-02](#), A RESOLUTION OF THE CITY COUNCIL OF THORNE BAY, ALASKA, APPROVING THE WASTEWATER MANHOLE AND LIFT STATION REHABILITATION PROJECTS.
- 12) ORDINANCES FOR PUBLIC HEARING:
- 13) ORDINANCES FOR INTRODUCTION:
- 14) CONTINUATION OF PUBLIC COMMENT:
- 15) CONTINUATION OF COUNCIL COMMENT:
- 16) ADJOURNMENT:

POSTED: April 14<sup>th</sup>, 2023

MINUTES  
FOR THE REGULAR MEETING  
OF THE CITY COUNCIL FOR THE  
CITY OF THORNE BAY, ALASKA  
TUESDAY, APRIL 4TH, 2023  
TIME: 6:30 p.m.

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1) **CALL TO ORDER:**

Mayor Burger called the meeting to order at 6:30 pm

2) **PLEDGE TO FLAG:**

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

3) **ROLL CALL:**

Those present were: Hartwell, LaVoie, Burger, Jennings, Nyquest, Stram & Oatman

4) **APPROVAL OF AGENDA:**

Burger moved to approve the agenda.

Hartwell seconded the motion. There was no further discussion.

MOTION: Move to approve the agenda.

F/S: Burger/Hartwell

YEAS: Hartwell, Stram, Jennings, LaVoie, Burger, Oatman & Nyquest

NAYS: None

STATUS: Motion Passed.

5) **MAYOR'S REPORT:**

Mayor Burger commented the following

- Last meeting was cancelled due to his recent medical travel which left the city without a Mayor and Vice mayor for the meeting.

6) **ADMINISTRATOR REPORT:**

- Working on typical spring maintenance issues and special projects as required.
- The Assistant Solid Waste Operator position was offered to and accepted by Shawn Jennings, his first day was today.
- Both Jason and Shawn will be taking the training to go from a Class B CDL to a Class A CDL which will allow them to operate combinations of trucks/trailers and haul equipment, etc.
- The old fire hall has been demolished and is awaiting test results to be shipped. The contractor also dug several test pits to evaluate the site for soil contamination by petroleum products (heating oil). The amount of contamination and the amount of soil

to be removed will be determined by ADEC and accomplished under a separate contract in the future. Probably around another year to get this completed.

- We received a complaint from Jeff Barber about Mick and Carol Fletcher's roosters located at 717 Southside which is Block 7 Lot 17 in the subdivision. I am working towards a resolution which may include a conditional use hearing.
- OVK will be starting back up on project work on the Kasaan Road this month and will be working to complete the Intersection project and the smaller project near the landfill where the logs are in the road. We will also be working on the project at 3.0 mile where we left off last year. Didn't spend all the funds and we can continue with improvements. Starting later this month using shot rock from landfill site. Will be sorting rock and could potentially use larger square rocks to update rock wall by the park.
- Our Parks and Recreation Director/Events Coordinator has resigned, and we will not be looking to fill this position immediately but will be evaluated in the budget process. Looking for additional administrative support – need to evaluate potential positions based on budget and city needs.

#### 7) PUBLIC COMMENTS:

- **Chris Cook suggestions on park area – park moved to library area for more room and involvement with library, sledding hill, community connections. Playground equipment and dirt fill could be donated by community members. Willing to donate wood, etc. to help build new playground equipment. Use resources such as school shop class, and community help. Better parking in that area with no kids in the road. Worth a discussion to move the park.**
- Deidre Jenson with 2 seniors from SISD –
  - ◆ Kurt Kohn requesting work in exchange for funds for Senior Trip.
  - ◆ Obidiah Near – Requesting funding for senior trip in exchange for Senior Trip.  
Deidre continued, kids are eager for work to get fundraising as the school is running out of jobs to help them fundraise.
- Chris Cook stated that when he was speaking of shop class needing projects, working on projects for the city is one of those items.
- Sam Sawyer commented that the area up by the park has 4 or 5 sewer and water connections and if the park went there, we would lose a few good spots for future building.

#### 8) COUNCIL COMMENTS:

No council comments

#### 9) CONSENT AGENDA:

##### a) MINUTES

- i. [Minutes of the February 21, 2023, Regular City Council Meeting, discussion and action item:](#)

Burger moved to approve the Consent Agenda consisting of the Minutes of the February 21, 2023 Regular city Council meeting.

Hartwell seconded, no further discussion

MOTION: Move to approve the minutes of Feb 21 meeting.  
F/S: Burger/Hartwell  
YEAS: Hartwell, Stram, Jennings, LaVoie, Burger, Oatman & Nyquest  
NAYS: None  
STATUS: Motion Passed.

10) **NEW BUSINESS:**

- b) Authorizing A Council Member To Act On Behalf Of The Mayor In The Temporary Absence Of Mayor And Vice Mayor, Discussion And Action Item

Burger moved to appoint Charles Jennings to act On Behalf Of The Mayor In The Temporary Absence Of Mayor And Vice Mayor

Hartwell Seconded the motion

Stram recommended that the council have the policy of appointing the senior councilmember in office to serve this position. Feibel read the section of the City Code pertaining to this action.

**Thorne Bay Municipal Code Section 2.08.030, section (e):**

Should both mayor and Vice Mayor be temporarily absent, disabled or unable to act, the council may appoint a member to preside at council meetings and sign documents on the city's behalf, upon council authorization or as otherwise authorized by municipal code, until either the mayor or Vice Mayor resumes his official duties.

MOTION: Move to authorize Charles Jennings to Act On Behalf Of The Mayor In The Temporary Absence Of Mayor And Vice Mayor  
F/S: Burger/Hartwell  
YEAS: Nyquest, Oatman, Hartwell, Burger, LaVoie, Stram & Jennings  
NAYS: none  
STATUS: Motion Passed

- c) [Resolution 23-04-04-01](#), a resolution of the City Council for the City of Thorne Bay, Alaska, approving a budget for the improvement of Pearl Nelson & Playground Equipment of \$60,000.00, discussion and action item:

Burger Moved to approve Resolution 23-04-04-01 a resolution of the City Council for the City of Thorne Bay, Alaska, approving a budget for the improvement of Pearl Nelson & Playground Equipment of \$60,000.00

Hartwell seconded the motion

Huestis commented that everything is being brought back the same, so there has been sufficient time to consider the resolution. We should hear again from Amy about community involvement and support as well as the financial aspect. Budget and concept are the same, looking for final vote. Retaining wall needs to be fixed which supports the longevity of the road system as well.

Amy Jennings spoke about the fundraising efforts that raised approximately \$3400 from the garage sale and a mini grant for \$3000 was recently awarded. People seem to be excited to get new equipment and to have the park

updated. The committee mostly talk about shipping donations by AML and the same request could be made to Samson. The committee will meet again, follow the Facebook (Thorne Bay Playground Initiative) for updates.

Nyquest commented this is more than just a playground. The retaining wall is needed and it is time to move forward.

No further discussion

MOTION: Move to approve Resolution 23-04-04-01.  
F/S: Burger/Hartwell  
YEAS: Oatman, Burger, LaVoie, Jennings, Hartwell, Stram & Nyquest  
NAYS: None  
STATUS: Motion Passed.

- d) [Resolution 23-04-04-02](#), A Resolution of The City Council for The City Of Thorne Bay, Alaska, Approving The Request For A 6-Month Rental Extension For Charlie Carle Of Lot 3, In The Thorne Bay Rv Park

Burger moved to approve The Request For A 6-Month Rental Extension For Charlie Carle Of Lot 3, In The Thorne Bay Rv Park

Nyquest seconded the motion, no further discussion

MOTION: Move to approve Resolution 23-04-04-02.  
F/S: Burger/Nyquest  
YEAS: Hartwell, Burger, Nyquest, Oatman, LaVoie, Jennings & Stram  
NAYS: None  
STATUS: Motion Passed.

- e) [Resolution 23-04-04-03](#), authorizing Adventure Alaska to rent an additional eleven boat stalls in the main harbor, discussion, and action item:

Burger moved to approve Adventure Alaska to rent an additional eleven boat stalls in the main harbor

Oatman Seconded, no further discussion

MOTION: Move to approve Resolution 23-04-04-03.  
F/S: Burger/Oatman  
YEAS: Nyquest, Hartwell, Burger, LaVoie, Oatman, Stram & Jennings  
NAYS: None  
STATUS: Motion Passed.

- f) Discussion and Possible Action Item, Approve Thorne Bay School Donation Request for Senior Trip.
- Nyquest commented that he would like to support them, but the how much needs to be discussed.
  - Huestis commented that we're nearing end of the fiscal year so the money could be used as needed
  - Hartwell questioned that in June we have the fishing thing, and we donate \$500 to that event, will this take away from fund?
  - Jennings commented that the claw needs work, and we could see what a contractor would charge

- and what the kids would be willing to be paid
- Burger commented that rust easily falls off and it would need to be addressed as well.
- Jennings comments that there is a need for paint sealant.
- Nyquest asked what the original color is?
- Amy Jennings comments she sourced the primer and paint through JS and it cost \$700. She chose John Deer Yellow paint and a primer/sealer. She estimates the job to cost \$700-\$900. Parents would be needed for safety measures and such.
- Chris Cook commented that it should be painted Black and Gold to support the kids and school again. The cost would probably be more than the estimate of \$700 just in griding.
- Nyquest suggested \$1200 to get started with the option to get more
- Burger moved to approve \$1200
- Stram Seconded, Budget was reviewed
- Nyquest amended his motion to \$1000 to fit the budget
- Burger Seconded, no further discussion

MOTION: Move to donate \$1000 to the Senior Class Trip  
 F/S: Nyquest/Burger  
 YEAS: Nyquest, Hartwell, Burger, LaVoie, Oatman, Stram & Jennings  
 NAYS: None  
 STATUS: Motion Passed.

11) **ORDINANCES FOR PUBLIC HEARING:**

12) **ORDINANCES FOR INTRODUCTION:**

13) **CONTINUATION OF PUBLIC COMMENT:**

Chris Cook commented that donation to the SISD kids is a good step in the right direction.

Sam suggested cutting firewood to raise money for community members.

Kurt Kohn thanked the council for their donation.

14) **CONTINUATION OF COUNCIL COMMENT:**

Nyquest showed appreciation for community involvement.

15) **ADJOURNMENT:**

Burger adjourned the meeting at 7:25 (time was actually 7:35).



**CITY OF THORNE BAY  
RESOLUTION 23-04-18-01**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH SEARHC FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "B" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING A HEALTH CLINIC

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

**WHEREAS**, the current lease between SEARHC and the City is set to expire April 30, 2023; and

**WHEREAS**, the Thorne Bay Municipal Code 2.56.240-provides that negotiated leasing may be conducted with a single prospective lessee or renter through the use of resolution; and

**WHEREAS**, SEARHC has been in good standing with the City as a yearlong tenant; and

**WHEREAS**, it is in the City's best interest to retain SEARHC as a year-round, tenant until April 30, 2025.

**NOW THEREFORE, BE IT RESOLVED** that the City Council for the City of Thorne Bay hereby approves a noncompetitive 24-month short term lease, effective May 1, 2023 through April 30, 2025, for the rental of city owned facilities identified as unit "B" of the Thorne Bay City Hall building located at 120 freeman drive, for the purposes of operating a Health Clinic

**PASSED AND APPROVED** this 18<sup>th</sup> day of April 2023, by a duly constituted quorum of the City Council with a vote of \_\_\_\_\_ yeas and \_\_\_\_\_ nays.

ATTEST:

\_\_\_\_\_  
Lee Burger, Mayor

\_\_\_\_\_  
Caitlyn Sawyer, City Clerk/Treasurer

# RENTAL AGREEMENT

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, SEARHC, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter Unit "B" of the Thorne Bay City Hall. See Attached Exhibit A 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 May 1, 2023 and ending April 30, 2025. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this 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 Ten dollars per month rent plus utility fees of \$179.46 based on FY 19 average fees payable in advance on the first day of each month of the Rent term. (utility fees to be adjusted if facility used as clinic more than one day per week). In the event any payment required to be made pursuant to this Rental Agreement is more than ten (10) days past due, late payments shall be assessed a 0.87% finance charge (10.5% ARP) per annum on such past due amount will be assessed and charged to Renter by City. At the expiration of the two-year



# RENTAL AGREEMENT

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.

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", Unit "B".
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Medical Services/Human Health Services. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** The City will provide Water, Sewer, Garbage, Heat, Electrical, snow removal service, except for walkways accessing the entrances for Unit "B". Renter shall pay the monthly utility fees as stated in Section 3. Renter shall be responsible for phone and internet service installation and monthly fees. Renter may contract with the City for minimal janitorial service.
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 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

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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.

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.

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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 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 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 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, 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, 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 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 taxes due to the Federal, State or Local Government (if applicable).

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

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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

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 of 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.

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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;
  - (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 re-let 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.

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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. 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. 651et 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

# RENTAL AGREEMENT

“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.
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, \_\_\_\_\_, or at such other address as either party may designate in writing to the other.

# RENTAL AGREEMENT

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:

RENTER:

THE CITY OF THORNE BAY

By \_\_\_\_\_  
Lee Burger, Mayor                      "City"

By \_\_\_\_\_  
SEARCHC

ATTEST:

\_\_\_\_\_  
Caitlyn Sawyer, City Clerk





**CITY OF THORNE BAY  
RESOLUTION 21-04-06-02**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE RENEWAL OF A SHORT-TERM 24-MONTH LEASE WITH TONGASS FEDERAL CREDIT UNION FOR LEASE OF CITY OWNED FACILITY IDENTIFIED AS UNIT "A" OF THE CITY HALL BUILDING LOCATED AT 120 FREEMAN DRIVE, FOR THE PURPOSES OF OPERATING FINANCIAL CREDIT UNION

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

**WHEREAS**, The current lease between Tongass Federal Credit Union and the City at the is set to expire April 30, 2023; and

**WHEREAS**, the Thorne Bay Municipal Code 2.56.240-provides that negotiated leasing may be conducted with a single prospective lessee or renter through the use of resolution; and

**WHEREAS**, Tongass Federal Credit Union has been operating in Thorne Bay since 2006, and has contributed to the employment of local residents; and

**WHEREAS**, Tongass Federal Credit Union has been in good standing with the City as a yearlong tenant; and

**WHEREAS**, it is in the City's best interest to retain Tongass Federal Credit Union as a year-round, tenant until April 30, 2025.

**NOW THEREFORE, BE IT RESOLVED** that the City Council for the City of Thorne Bay hereby approves a noncompetitive 24-month short term lease, effective May 1, 2023 through April 30, 2025, for the rental of city owned facilities identified as unit "A" of the Thorne Bay City Hall building located at 120 freeman drive, for the purposes of operating financial credit union.

**PASSED AND APPROVED** this 18<sup>th</sup> day of April 2023, by a duly constituted quorum of the City Council with a vote of \_\_\_ yeas and \_\_\_ nay.

ATTEST:

\_\_\_\_\_  
Lee Burger, Mayor

\_\_\_\_\_  
Caitlyn Sawyer, City Clerk/Treasurer

# RENTAL AGREEMENT

## CITY & TONGASS FEDERAL CREDIT UNION

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, Tongass Credit Union, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter Unit "A" of the Thorne Bay City Hall. See Attached Exhibit A 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 May 1, 2023 and ending April 30, 2025. Monthly rental payments due the City shall commence prior to use of Rented Premises and continue throughout the term of this 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 One-Hundred Dollars (\$100.00) per month rent plus utility fees of \$179.46 based on FY 19 average fees, 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, late payments shall be assessed a 0.87% finance charge (10.5% ARP) 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 & TONGASS FEDERAL CREDIT UNION

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", Unit "A".
5. **Use.** Renter shall use the Rented Premises for the purposed of maintaining and operating there on, Financial Services. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** The City shall provide Water, Sewer, Garbage, Heat, Electrical, snow removal service, except the walkway / stairs serving the entrance, for Unit "A". Renter shall pay the monthly utility fees as stated in Section 3. Renter shall be responsible for phone and internet service installation and monthly fees. Renter may contract with the City for minimal janitorial service.
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 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.
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.

# RENTAL AGREEMENT

## CITY & TONGASS FEDERAL CREDIT UNION

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 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.

# RENTAL AGREEMENT

## CITY & TONGASS FEDERAL CREDIT UNION

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 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 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 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 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 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 (if applicable).
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 Stature 34.35.065
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;

## RENTAL AGREEMENT CITY & TONGASS FEDERAL CREDIT UNION

- (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;

## RENTAL AGREEMENT CITY & TONGASS FEDERAL CREDIT UNION

- (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;
  - (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.

## RENTAL AGREEMENT CITY & TONGASS FEDERAL CREDIT UNION

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. 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. 651et 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.



**RENTAL AGREEMENT  
CITY & TONGASS FEDERAL CREDIT UNION**

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.

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, \_\_ \_\_\_\_\_, 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:**

**RENTER:**

THE CITY OF THORNE BAY

TONGASS FEDERAL CREDIT UNION

By \_\_\_\_\_  
Lee Burger, Mayor            “City”

By \_\_\_\_\_  
TFCU

ATTEST:

\_\_\_\_\_  
Caitlyn Sawyer, City Clerk



City of Thorne Bay

Thorne Bay, AK 999109

PHONE: (907) 828-3380; FAX: (907) 828-3374

E-MAIL: [cityclerk@thornebay-ak.gov](mailto:cityclerk@thornebay-ak.gov)

## DEPARTMENT REPORT

**Subject:** Monthly Department Report

**Department:** Water & Sewer Utility

**Supervisor:** Sam Sawyer, Level II Water

**Employees:** Sam Sawyer, Supervisor  
Willy Jennings, Employee

**Date:** April 1<sup>st</sup>, 2023

### ***A Departmental Overview***

The Water/Sewer Department is administered by Sam Sawyer, Level II Water Operator. The Supervisor(s) and staff are responsible for the operation and maintenance of the City's four core sanitation services: Water Treatment, Water Distribution, Sewage Collection, and Sewer Treatment. Duties include maintenance, minor and major schedule and unscheduled repairs throughout all four systems, monthly reporting to the Alaska Department of Environmental Conservation as required, direct sampling as scheduled for water quality and wastewater effluent quality compliance, implementation of a preventative maintenance schedule, construction of new water distribution mains and residential /commercial service connections and wastewater collection mains and residential/commercial service connections.

### **Current Department Activities:**

It's finally spring, and time for the water department to start flushing hydrants after the long winter we just had. Starting in May, we will be going back to our regular schedule of flushing hydrants. If you would like to be notified via text when we begin flushing hydrants, make sure to sign up for notifications on the city's website.

We are also working on getting all employees up to date with their water/sewer certifications to ensure the city is compliant with DEC.

We will also be doing more work and spending more time at the sewer treatment plant, pressure washing, de-watering, and doing regular maintenance that can't be done in the winter months.

We will also be taking our regular water/sewer samples, and starting May 1<sup>st</sup>, we will be turning the water on at the boat washdown station located behind southeast roadbuilders shop on the water front, for people to use again.





# THORNE BAY LIBRARY

1ST QUARTER REPORT 2023

1

493 CHECKOUTS  
1,114 WIFI SESSIONS  
180 GENERAL USE  
PATRONS



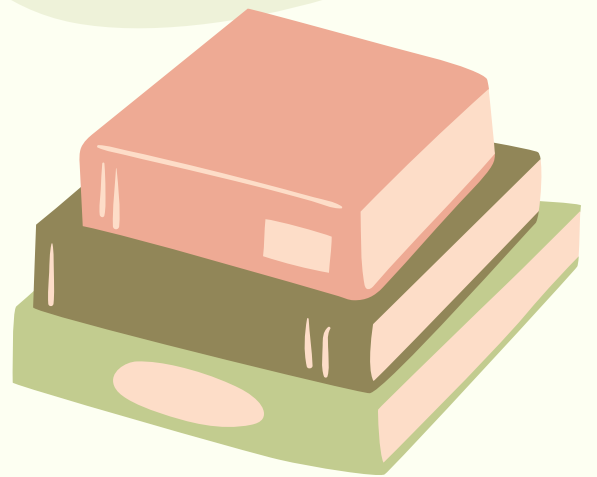
2

103 OPEN HOURS  
8 EVENTS - 75  
PARTICIPANTS  
20 GAMING SESSIONS -  
79 PARTICIPANTS



3

41 COMPUTER USE  
LOGINS  
62 ACTIVE LIBBY USERS



## RECENT NEWS

- Working with local Artist Kelly White to setup paint night and workshops on a regular schedule
- Prepping for Summer program and looking for Volunteers to support summer program and events.
- Implementing necessary policy changes and enforcement
- Publishing polls/surveys for community interests and engagement with the library.



**CITY OF THORNE BAY  
RESOLUTION 23-04-01-03**

**A RESOLUTION OF THE CITY COUNCIL OF THORNE BAY, ALASKA, APPROVING THE  
WASTEWATER MANHOLE AND LIFT STATION REHABILITATION PROJECTS.**

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

**WHEREAS**, the City of Thorne Bay has been struggling with the infiltration and intrusion (I&I) entering the wastewater system for many years. The I&I problem has caused significant operations, maintenance, repair issues, and has led to violations of the wastewater discharge permit; and

**WHEREAS**, the City of Thorne Bay has been working with the Village Safe Water (VSW) to address the I&I and other wastewater problems. VSW released a Technical Memorandum – 95% Submittal, Wastewater Manhole and Lift Station Rehabilitation Report; and

**WHEREAS**, the Report proposes to completely reconstruct approximately 40 manholes, improve another 70 by sealing cracks and joints, and rehabilitate four (4) lift stations of mechanical, electrical, controls systems, and structural problems; and

**WHEREAS**, the Report provides the total estimated cost of manholes project at \$1,590,400, and the total estimated cost of the lift stations project at \$3,744,000; therefore, the total estimated cost of manholes and lift stations projects is \$5,334,400; and

**WHEREAS**, the proposed improvements may increase the operations and maintenance (O&M) costs associated with the project; and

**WHEREAS**, the proposed improvements are vital in establishing compliance with wastewater regulations and establishing a wastewater system that will address the community's need for decades to come and VSW requires Council acceptance of post project O&M costs.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Thorne Bay accepts any potential increase to the operations and maintenance costs associated with the Projects and approves the Wastewater Manhole and the Lift Station Rehabilitation Projects addressed in the attached Preliminary Engineering Report Technical Memorandum.

PASSED AND APPROVED this April 18th, 2023.

ATTEST:

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Lee Burger, Mayor

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Caitlyn Sawyer, City Clerk/Treasurer