

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, MARCH 4, 2025

TIME: 6:30 p.m.

THERE WILL BE A WORKSHOP BEGINNING AT 5:30PM

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

Phone Number: 1-650-479-3208

Meeting link:

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

Meeting number: 182 323 7632 Password [MghMxgJy424 \(64469459\)](#) when dialing from a phone or video system)

- 1) CALL TO ORDER:
- 2) PLEDGE TO FLAG:
- 3) ROLL CALL:
- 4) APPROVAL OF AGENDA:
- 5) MAYOR'S REPORT:
- 6) ADMINISTRATIVE REPORTS:
 - a) City Administrator:
 - b) Clerk:
- 7) DEPARTMENT REPORTS:
 - a) WATER:
 - b) HARBOR
 - c) EMS:
- 8) PUBLIC COMMENTS:
- 9) COUNCIL COMMENTS:
- 10) CONSENT AGENDA:
 - a) Minutes of the February 4, 2025, Regular City Council Meeting, action item:
- 11) OLD BUSINESS:
 - a) Solid Waste Dump Tickets Low-Cost Spring Cleanup CY25, discussion and possible action item;
- 12) NEW BUSINESS:
 - a) Resolution 25-03-04-01: Approving the Short-Term Lease for a 3500 sq ft parcel of municipal land, discussion and action item;
- 13) CONTINUATION OF PUBLIC COMMENT:
- 14) CONTINUATION OF COUNCIL COMMENT:
- 15) ADJOURNMENT:

POSTED: February 28, 2025

MINUTES

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, FEBRUARY 4, 2025

TIME: 6:30 p.m.

THERE WAS A WORKSHOP BEGINNING AT 6:00PM

1) **CALL TO ORDER:**

Mayor called the meeting to order at 6:30pm

2) **PLEDGE TO FLAG:**

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

3) **ROLL CALL:**

Those present were:

Blair, Pesterfield, LaVoie, Lovell, Killian, Nyquest, Kaer

4) **APPROVAL OF AGENDA:**

Mayor moved to approve the Agenda, Lovell seconded

MOTION: Move to approve the agenda.

F/S: Nyquest/ Lovell

YEAS: Killian, Blair, LaVoie, Lovell, Pesterfield, Nyquest, Kaer

STATUS: Motion Passed.

5) **MAYOR'S REPORT:** Mayor wished everyone Happy New Year. Reflected on projects that were completed in the previous Calendar Year. Excited to see current projects to be completed in 2025. Working with members of the public to get ideas and plans together for the community center.

6) **ADMINISTRATIVE REPORTS:**

- City Administrator: Attached
- Clerk:
 - i. Working on budget numbers
 - ii. cert financial statement in works - April
 - iii. council training during workshop hours
 - iv. dump coupons brought in
 - v. went to AAMC Clerks Conference in Dec and made good contacts
 - vi. Applied for grant for the library via Karen Petersen find out in March

7) **DEPARTMENT REPORTS:**

- WATER:
- HARBOR
- SOLID WASTE
- VPSO:
- EMS:

8) **PUBLIC COMMENTS:**

- **Rod Morrison** SISD Superintendent – Spoke on behalf of School Athletes giving overview of funds or lack of.
 - i. **Nyquest POI:** Questioned what areas Valdez used to fund athletics?
 - **Morrison** clarified where funding came from – Valdez sales tax
 - **Mel Cook Thorne Bay Coach** – Explained need for request of funds to TB Athletics. Proposed

the city comes up with a solution to help kids who cannot play. Sales tax percentage to Facilities

- **Rob Houck – TB Wrestling** commented that TB wrestling has expanded. He was only able to attend 3 meets for 5 kids, 2 coaches, and 1 chaperone due to the lack of funding for travel. Stated his belief that kids who play sports become more successful adults.
- **Rod Morrison** commented that grants paid for travelling to DC last year and the kids did 50hrs of community service.
- **Glen Holt** commented on Resolution 25-02-04-04 – Many people are building and electricity is becoming necessary.

9) **COUNCIL COMMENTS:**

- **Sean Kaer:** Questioned if SISD started a go fund me? Taxing isn't the best option
- **Lovell:** Commented on the Harbormaster's report – pointed out that the Harbormaster was asking if Council had any concerns about for the harbor.

10) **CONSENT AGENDA:**

Mayor moved to approve the Consent Agenda, Councilmember seconded, No discussion.

MOTION: Move to approve the Consent Agenda.

F/S: Nyquest/ Lovell

YEAS: Killian, Blair, LaVoie, Lovell, Pesterfield, Nyquest

Abstained: Kaer

STATUS: Motion Passed

- **Minutes** of the December 3, 2024, Regular City Council Meeting, action item;
- **Resolution 25-02-04-01:** Updating EMS account signers, action item;
- **Resolution 25-02-04-02:** Adopting an alternative allocation method for the FY25 Shared Fisheries Business Tax Program, action item;

11) **NEW BUSINESS:**

- **Resolution 25-02-04-03:** Establishing a new Gaming Account with Tongass Federal Credit Union to renew Gaming License, discussion and action item;

Mayor moved to approve Resolution 25-02-04-03, Establishing a new Gaming Account with TFCU, Councilmember seconded, discussion as follows:

Pesterfield questioned what the gaming license was for, raffles, etc?

Mayor confirmed.

Lovell stated it was a great need for the City.

MOTION: Move to approve the Resolution 25-02-04-03, Establishing a new Gaming Account with TFCU.

F/S: Nyquest/ Killian

YEAS: Killian, Blair, LaVoie, Lovell, Pesterfield, Nyquest, Kaer

STATUS: Motion Passed

- **Resolution 25-02-04-04:** A Resolution Supporting the Application for the USDA Rural Service Grant to provide electricity to Greentree Heights Subdivision, discussion and possible action item;

Mayor moved to approve Resolution 25-02-04-04 A Resolution supporting the application for USDA grant to provide electricity to Greentree Height Subdivision, Councilmember seconded, Discussion as follows:

- Nyquest agreed with the need for the grant to be submitted. Clarified that the group of

people interested in the grant will do the writing and City will be responsible for submitting.

- Huestis commented that we are looking for a couple hundred thousand. AP&T will give a \$3000 credit to those who connect after the fact. We would contract with AP&T to put it in place and we will need more information of them. Applied in 2019 and didn't get the grant, but should make the

MOTION: Move to approve Resolution 25-02-04-04 A Resolution supporting the application for USDA grant to provide electricity to Greentree Height Subdivision.

F/S: Nyquest/ Pesterfield

YEAS: Killian, Blair, LaVoie, Lovell, Pesterfield, Nyquest, Kaer

STATUS: Motion Passed

• **Solid Waste Dump Tickets Low-Cost Spring Cleanup CY25**, discussion and possible action item; Mayor moved to approve discussion of Solid Waste Tickets for CY25, Councilmember seconded Discussion as follows:

- Clerk gave the recommendation from the Solid Waste operator to raise the price of tickets. Informed Council of number data put together by Accounts Receivable.
- Lovell asked if we are typically expecting a loss. Clerk clarified, yes, this program was put in place to replace the free dump day where City had to pay employees overtime to run the dump.
- Mayor stated that the tickets encouraged clean up of town
- Pesterfield expressed support for the tickets at \$20/1000lbs and the program
- Huestis commented that the program was put in place in lieu of the free dump day. It allows community flexibility as well as allowing solid waste to take incoming waste in stride. Council needs to decide what terms they would like.
- Lovell commented that it costs \$40/garbage can. Most household families will not reach 1000lbs.
- Mayor asked if Council would like to raise the price to \$20/\$25? One ticket or two?
- Pesterfield commented that he would like to see 2 tickets per household.
- Mayor suggested postponement of a decision until the next meeting.

Motion amended to postpone action until the next meeting.

MOTION: Move to postpone discussion and action on CY25 Dump Tickets until next meeting

F/S: Nyquest/ Killian

YEAS: Killian, Blair, LaVoie, Lovell, Pesterfield, Nyquest, Kaer

STATUS: Motion Passed

12) CONTINUATION OF PUBLIC COMMENT:

- **Mei Cook** agreed on bringing back the program. Suggested \$15/ticket – Suggested a vehicle week when the salvage barge comes in to clean up junk vehicles.
- **Glen Holt** commented that he works in the food bank that feeds 60-90 people with families. Would Council consider allowing partnership?
- **David Schults** when dump prices go up garbage goes everywhere. Cautioned on raising prices too high for this reason.

13) CONTINUATION OF COUNCIL COMMENT: none

14) ADJOURNMENT: Adjournment 7:21



City of Thorne Bay

Thorne Bay, AK 999109

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

E-MAIL: 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: March 2025

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:

Aside from working at the water plant and conducting our usual daily work, we will be performing our annual cleaning inside both facilities and preparing for cold weather operations to reduce water leaks in town during this timeframe.



CITY OF THORNE BAY

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

Subject: Monthly Department Report

Department: Harbor, Parks and Rec

Supervisor : Zach Ender

Employees: Owen Jennings

Date: 02/27/25

Department Overview

- Several more boat slips have been rented for the season; Davidson is nearly at full capacity. There are still a few boat stalls and a float plane stall available for rent
- All harbor users are currently in compliance with no outstanding issues; Davidson Landing is staying clean and orderly
- I am currently compiling a maintenance list of must-do repairs in preparation for a busy Spring so we can operate at full capacity.
- It's that time of year when all those who want to use atvs at the dock need to renew their approvals.

Current/Completed Projects

- Garage door at Davidson Landing repaired and operating
- Replacement fire extinguisher cabinets ordered for DL
- Lighting repaired/replaced at the power stations on the docks
- Pull behind mower deck repaired in preparation for Spring
- DEC container fully restocked with emergency supplies from ANC

RESPECTFULLY SUBMITTED BY ZACH ENDER 02/27/25



City of Thorne Bay

Thorne Bay, AK 999109

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

E-MAIL: cityclerk@thornebay-ak.gov

DEPARTMENT REPORT

Subject: Monthly Department Report

Department: _____

Supervisor: _____

Employees: _____

Date: _____

A Departmental Overview

Current Department Activities:



**CITY OF THORNE BAY
RESOLUTION 25-03-04-01**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE SHORT-TERM LEASE WITH JOSH AND TAMI REID FOR LEASE OF 3,500 SQUARE FEET OF CITY OWNED PROPERTY AT TRACT AE-1 FOR A TERM OF 2-YEARS, EXPIRING FEBRUARY 28, 2027.

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

WHEREAS, the City Administrator may negotiate lease terms; and

WHEREAS, the Reid's have identified a small parcel of land within the larger City owned Tract AE-1 that they feel would work well for their intended business prospects ; and

WHEREAS, the proposed lease terms for an area within the larger parcel of Tract AE-1 of 3,500 square feet is equivalent to a monthly rate of \$42.78, containing a total of 0.0803 acres; and

WHEREAS, it is in the City's best interest to enter into a lease with the Reid's as a "renter" under the terms of a 2-year short-term lease, a draft of which is attached to the Resolution.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the City Administrator to negotiate and execute a short-term lease with terms and conditions equivalent to those described above and attached to this Resolution for the rental of city owned lands located within Tract AE-1 to Josh and Tami Reid.

PASSED AND APPROVED this 4th day of March, 2025, by a duly constituted quorum of the City Council.

ATTEST:

Shane Nyquest, Mayor

Caitlyn Sawyer, City Clerk

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

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, Josh & Tami Reid, (hereinafter called the "RENTER").

1. Rented Premises. The City does hereby Rent to the Renter 3500 sq ft (0.0803 Acres) of Tract AE-1 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 March 1st, 2025, and ending February 28, 2027. 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 Forty-two Dollars and Seventy-eight cents (\$42.78) 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. Each year upon the anniversary date of this Rental Agreement (March 1st) the monthly Rent payment shall be reviewed and adjusted in accordance with the U.S. Department of Labor Consumer Price Index for

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

Anchorage (CPI-U) as determined and published for the preceding calendar year. The base CPI figure for this Lease is 266.208 (Base Year: 1982-84 = 100) for the preceding full calendar year of 2024. The Base CPI figure of 266.208 shall be construed to equate to the dollar amount per half acre for the Lease (\$532.42/ Acre) and will be automatically adjusted from year to year, to keep up with inflation, based on the previous full year published CPI-U for Anchorage.

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 waved 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 purpose of Food and Beverage services. 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

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

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.
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,

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

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 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

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

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 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;

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

- (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 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

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

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. 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.

RENTAL AGREEMENT

JOSH & TAMI REID

3500 SQ FT, TRACT AE-1

- 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 PO Box 268, Thorne Bay, AK 99919, 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

By _____
Shane Nyquest, Mayor “City”

By _____
Josh Reid “Renter”

By _____
Tami Reid “Renter”

ATTEST:

Caitlyn Sawyer, City Clerk/Treasurer

COUPON #	DATE BOUGHT	TOTAL WT
23301	1/18/24	1000
23302	1/18/24	840
23303	1/30/24	
23304	1/30/24	420
23305	2/2/24	950
23306	2/2/24	
23307	2/7/24	940
23308	2/7/24	980
23309	2/8/24	480
23310	2/23/24	280
23311	2/23/24	270
23312	2/29/24	860
23313	2/29/24	850
23314	3/1/24	640
23315	3/1/24	600
23316	3/13/24	490
23317	3/13/24	980
23318	3/14/24	230
23319	3/18/24	
23320	3/18/24	650
23321	3/20/24	420
23322	3/20/24	210
23323	3/20/24	850
23324	3/20/24	200
23325	3/21/24	
23326	3/21/24	800
23327	3/21/24	
23328	3/26/24	400
23329	3/26/24	280
23330	4/1/24	810
23331	4/1/24	740
23332	4/3/24	430
23333	4/8/24	
23334	4/8/24	
23335	4/8/24	
23336	4/8/24	
23337	4/10/24	1000
23338	4/15/24	590

23339	4/15/24	1000
23340	4/15/24	780
23341	4/15/24	
23342	4/18/24	720
23343	4/17/24	840
23344	4/22/24	
23345	4/22/24	
23346	4/25/24	980
23347	4/25/24	1000
23348	4/30/24	
23349	3/28/24	100
23350	3/28/24	870
23351	4/30/24	510
23352	5/2/24	530
23353	5/2/24	
23354	5/3/24	180
23355	5/3/24	
23356	5/6/24	1000
23357	5/6/24	770
23358	5/9/24	
23359	5/9/24	810
23360	5/15/24	1000
23361	5/15/24	1000
23362	5/20/24	970
23363	5/20/24	1000
23364	5/22/24	610
23365	5/22/24	830
23366	5/22/24	430
23367	5/29/24	370
23368	5/29/24	350
23369	5/31/24	880
23370	5/31/24	
23371	6/5/24	
23372	6/5/24	
23373	6/6/24	
23374	6/6/24	
23375	6/10/24	
23376	6/10/24	
23377	6/14/24	

COUNCIL CERTIFICATE

I hereby certify that this plat conforms to Thorne Bay Council Resolution No. 00-06-15-03, Date 6-15-2000

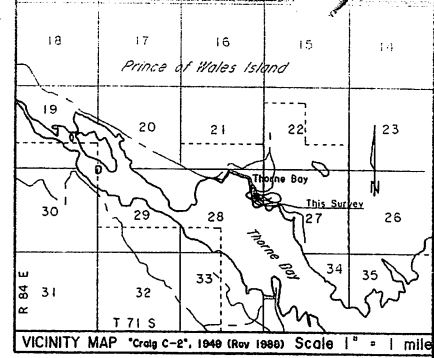
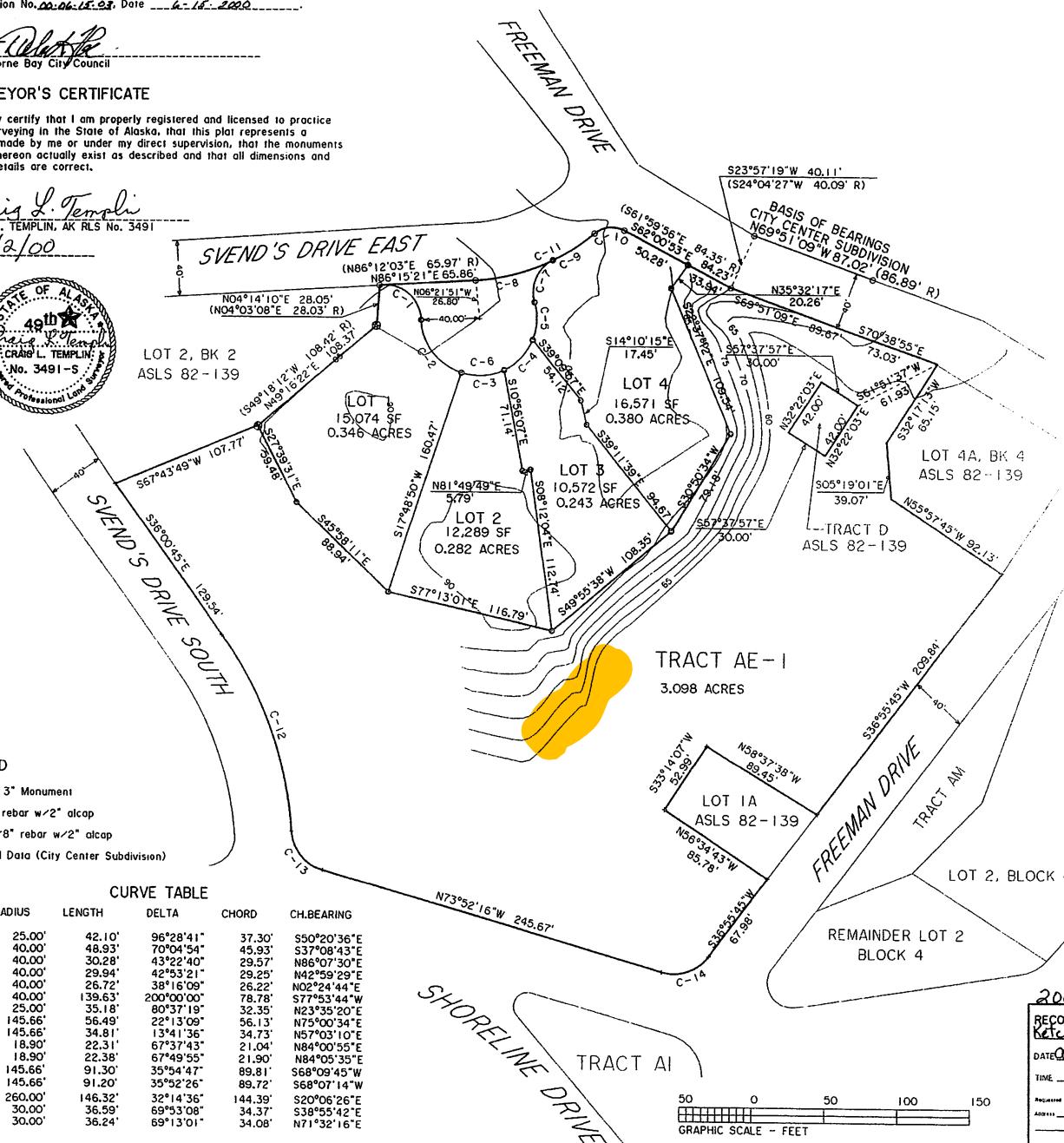
[Signature]
For Thorne Bay City Council

SURVEYOR'S CERTIFICATE

I hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska, that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described and that all dimensions and other details are correct.

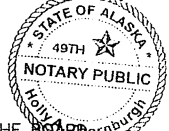
Craig L. Templin
CRAIG L. TEMPLIN, AK RLS No. 3491

Date 6/8/00



CERTIFICATE OF OWNERSHIP AND DEDICATION
We hereby certify that we are the owners of Lots 1-6, and Tract AE-1, that we do approve of this survey and plat and that we do for ourselves, our heirs, and assigns dedicate, donate, and convey to the public all right-of-way / alleys / public utility areas / easements / other public ways as shown hereon.
[Signature] Date 6-16-00
Owner _____ Date _____

NOTARYS ACKNOWLEDGEMENT
Subscribed and sworn before me this 16 day of June, 2000.
Personally appeared DALE L. FIFE and _____



[Signature]
Notary Public for the State of Alaska
My Commission Expires 1-1-2001

CERTIFICATE OF APPROVAL BY THE BOARD
I hereby certify that the subdivision plat shown hereon has been found to comply with the subdivision regulations of the City of Thorne Bay, Alaska, and that said plat has been approved by the Planning Board by Resolution No. 00-06-14-01, Dated 6-14-2000, and that the plat shown hereon has been approved for recording at the Ketchikan Recording Office, Ketchikan, Alaska.

[Signature]
Chairman, Thorne Bay Planning Commission 9/14/00 Date _____

Attest: *[Signature]* 6/18/00 Date _____
Clerk, Thorne Bay Planning Commission

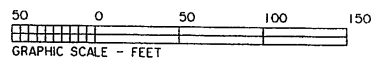
TAX STATEMENT
This subdivision lies within the tax authority of the City of Thorne Bay. As of the date of this plat, the City of Thorne Bay has no property tax levy.

LEGEND

- Found 3" Monument
- Found rebar w/2" alcap
- Set 5/8" rebar w/2" alcap
- (R) Record Data (City Center Subdivision)

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CH.BEARING
C-1	25.00'	42.10'	96°28'41"	37.30'	S50°20'36"E
C-2	40.00'	48.93'	70°04'54"	45.93'	S37°08'43"E
C-3	40.00'	30.28'	43°22'40"	29.57'	N86°07'30"E
C-4	40.00'	29.94'	42°53'21"	29.25'	N42°59'29"E
C-5	40.00'	26.72'	38°16'09"	26.22'	N02°24'44"E
C-6	40.00'	139.63'	200°00'00"	78.78'	S77°53'44"W
C-7	25.00'	35.18'	80°37'19"	32.35'	N23°35'20"E
C-8	145.66'	56.49'	22°13'09"	56.13'	N75°00'34"E
C-9	145.66'	34.81'	13°41'36"	34.73'	N57°03'10"E
C-10	18.90'	22.31'	67°37'43"	21.04'	N84°00'55"E
C-10(R)	18.90'	22.38'	67°49'55"	21.90'	N84°05'35"E
C-11	145.66'	91.30'	35°54'47"	89.81'	S68°09'45"W
C-11(R)	145.66'	91.20'	35°52'26"	89.72'	S68°07'14"W
C-12	260.00'	146.32'	32°14'36"	144.39'	S20°06'26"E
C-13	30.00'	36.59'	69°53'08"	34.37'	S38°55'42"E
C-14	30.00'	36.24'	69°13'01"	34.08'	N71°32'16"E



PLAT OF:
LOTS 1-4, SVEND'S DRIVE SUBD. AND TRACT AE-1, CITY CENTER SUBD.

A Subdivision of Tract AE, Thorne Bay City Center Subdivision
LOCATED WITHIN:
SEC 28, TWP 71 S, RGE 84 E, CRM, AK
Containing 4.38 Acres

Surveyed For: CITY OF THORNE BAY THORNE BAY, AK	Surveyed By: TEMPLIN LAND SURVEYING PO BOX WWP - WHALE PASS KETCHIKAN, AK. 99950 (907) 846-5120
--------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

Scale: 1" = 50' Date: 5/11/00 Drawn By: BLT Checked By: Fife No. TNRTRAF

2000-44
RECORDED-FILED 2000
Ketchikan REC. DIST.
DATE August 16, 2000
TIME 1:54 P.M.
Recorded at City of Thorne Bay

23378	6/14/24	240
23379	6/14/24	640
23380	6/14/24	780
23381	6/24/24	320
23382	6/24/24	700
23383	6/25/24	1000
23384	6/25/24	1000
23385	6/28/24	1000
23386	6/28/24	1000
23387	6/28/24	550
23388	7/1/24	210
23389	7/1/24	920
23390	7/26/24	640
23391	7/26/24	
23392	7/31/24	
23393	7/31/24	100
23394	8/8/24	980
23395	8/13/24	830
23396	8/13/24	500
23397	8/16/24	550
23398	8/16/24	520
23399	8/16/24	180
23400	8/29/24	540
23401	8/29/24	380
23402	8/29/24	370
23403	9/5/24	
23404	9/5/24	730
23405	9/5/24	
23406	9/5/24	390
23407	10/9/24	300
23408	10/23/24	790
23409	10/23/24	500
23410	11/12/24	350
23411	11/14/24	
23412	11/14/24	850
23413	11/26/24	
23420	9/11/24	770
23421		

Tickets Sold	\$ 4,140.00
unused tickets	\$270
Total pounds	54350
Pounds x \$.12	\$ 6,522.00
	\$ (2,382.00)

THORNE BAY RESIDENTSIt is *Spring Clean Up* time!

For calendar year 2025 we are again offering Thorne Bay residents the opportunity to purchase coupons at \$ _____ per 1,000# of Solid Waste Disposal. The coupon(s) will allow residents the ability to pick their own personal clean-up day!

To purchase your coupons, stop by Thorne Bay City Hall and bring your ID, proof of residence and \$ ____ cash per coupon. (There is a limit of ____ coupons per residence)

- City Hall is OPEN Mon-Thurs 9am-4pm & Friday 9-noon
- Coupons are non-refundable and non-transferrable.
- There is a limit of 2 coupons per residence.
- Coupons will EXPIRE 12/ 31/ 2025. No exception.
- Each coupon is good for 1000# on one calendar day.
- Multiple loads which total up to 1000# per coupon/ per calendar day are acceptable.
- Anything over the coupon limit of 1000# will be charged regular rates.
- The resident purchasing the coupons, or their pre-authorized designee **MUST** be present when dropping off their load(s) at the land fill.

We do request that each load be sorted into the following:

- WHITE GOODS AND SCRAP METAL (Washer, Dryers, Ranges, etc.)
- CLEAN BURNABLE MATERIAL (Wood, Paper, etc.)
- NON-BURNABLE MATERIAL (Plastics, Styrofoam, Sheetrock, Rope, etc.)
- HOUSEHOLD WASTE (Garbage that is normally picked up in a garbage can.
- Up to 4 residential tires ARE allowed.

Coupons cannot be used for vehicles of any type, commercial tires, or hazardous materials.

Simple Process

- Purchase coupons at City of Thorne Bay, City Hall
- Present coupon at Landfill upon entry at scale house. **The coupon purchaser or pre-authorized designee must be present when dropping off loads at the landfill.
- If multiple trips will be made, advise the attendant on your initial stop.

Landfill Hours of Operation

Thursday – Saturday 9:00 a.m. – 4:00 p.m.