

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
MONDAY, NOVEMBER 4, 2025

TIME: 6:30 p.m.

THERE WILL BE A WORKSHOP BEGINNING AT 6:00PM

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

Phone Number: **1-650-479-3208**

Meeting link:

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

Meeting number: **182 323 7632** Password MghMxgJy424 (64469459 when dialing from a video system) (when dialing from a phone or video system)

- 1) CALL TO ORDER:
- 2) PLEDGE TO FLAG:
- 3) ROLL CALL:
- 4) APPROVAL OF AGENDA:
- 5) MAYOR'S REPORT:
- 6) ADMINISTRATIVE REPORTS:
 - a) City Administrator:
 - b) City Clerk:
- 7) DEPARTMENT REPORTS:
 - a) Water: None Given
 - b) Harbor: None Given
 - c) EMS: Attached
 - d) VPSO:
- 8) PUBLIC COMMENTS:
- 9) COUNCIL COMMENTS:
- 10) CONSENT AGENDA:
 - a) Minutes of the October 20, 2025, Special City Council Meeting, action item:
- 11) NEW BUSINESS:
 - a) Resolution 25-11-04-01 Approving the short-term lease renewal with Cornerstone Excavation, discussion and action item;
- 12) EXECUTIVE SESSION: *Discussion of personnel matters related to an internal investigation, the immediate knowledge of which could prejudice the reputation or character of a person (AS 44.62.310(c)(2));*
- 13) CONTINUATION OF PUBLIC COMMENT:
- 14) CONTINUATION OF COUNCIL COMMENT:
- 15) ADJOURNMENT:

POSTED: October 31, 2025

MINUTES

FOR THE **SPECIAL** MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
MONDAY, October 20, 2025

TIME: 6:30 p.m.

THERE WAS A WORKSHOP BEGINNING AT 6:00PM

1) **CALL TO ORDER:**

Vice 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) **CEREMONIAL MATTERS:**

4) **ROLL CALL:**

Those present were:

Pesterfield, Lovell, Anderson, Killian, Cunningham

Those absent were: Nyquest, Kaer

5) **APPROVAL OF AGENDA:**

Lovell moved to approve the Agenda, seconded,

Lovell moved to amend the agenda to add executive session to discuss Annual Review of City Administrator, AS44.62.310(c)4, matters to be required confidential by law, personnel evaluations and materials used to prepare them, Seconded Cunningham,

MOTION: Move to approve the Amended Agenda.

F/S: Lovell/Killian

YEAS: Pesterfield, Lovell, Anderson, Cunningham, Killian

NAYS: None

ABSENT: Nyquest, Kaer

STATUS: Motion Passed

6) **MAYOR'S REPORT: None Given**

7) **PUBLIC COMMENTS: None**

8) **COUNCIL COMMENTS: None**

9) **CONSENT AGENDA:**

a) **Minutes** of the October 13, 2025, Special City Council Meeting, action item:

Lovell moved to approve the Consent Agenda, Seconded, no discussion,

MOTION: Move to approve the Consent agenda.

F/S: Lovell/ Pesterfield

YEAS: Pesterfield, Lovell, Cunningham, Killian, Anderson

NAYS: None

ABSENT: Nyquest, Kaer

STATUS: Motion Passed

10) **NEW BUSINESS:**

a) **Discussion Item:** Donation of dump fees/Dump Coupons to Thorne Bay Basketball team for use in relation to teardown project, discussion item;

Discussion as follows:

Mel Cook – Basketball Coach, explained that the basketball kids will be demolishing the wanigans attached to old school trailers. Work will be done in stages over the next 6 weeks. Most materials will be burnable. Asking for donation of fees from Solid Waste to help out kids doing the work.

Cunningham asked if burnable items were still free? And if so, would kids be separating materials?

Council discussed tickets versus weight and requested the Clerk's office waive up to 6000 lbs. of solid waste related to the demolition project for the Thorne Bay Basketball team.

- b) **Resolution 25-10-20-01** Appointing a Council Member as Vice Mayor for a term of 1-year, discussion and action item;

Vice Mayor moved to approve Resolution 25-10-20-01 appointing a Council Member as Vice Mayor, Seconded, Clerk announced one declaration received, Anthony Lovell, no discussion.

MOTION: Move to approve the Resolution 25-10-20-01 Appointing a Council Member as Vice Mayor.

F/S: Lovell/ Killian

YEAS: Pesterfield, Lovell, Cunningham, Killian, Anderson

NAYS: None

ABSENT: Nyquest, Kaer

STATUS: Motion Passed

- c) **OATH OF OFFICE: VICE MAYOR – ANTHONY LOVELL**

- 11) **EXECUTIVE SESSION:** Vice Mayor moved to convene to executive session to discuss administrative matters related to annual review of Administrator position AS44.62.310(c)4, matters to be required confidential by law, personnel evaluations and materials used to prepare them, Seconded Cunningham. Vice Mayor requested the City Clerk be present, and all present Council members attended. Public was excused at 7:20pm and session ended at 7:47pm, no action was taken.

F/S: Lovell/ Cunningham

YEAS: Pesterfield, Lovell, Cunningham, Killian, Anderson

NAYS: None

ABSENT: Nyquest, Kaer

STATUS: Motion Passed

- 12) **CONTINUATION OF PUBLIC COMMENT:** None

- 13) **CONTINUATION OF COUNCIL COMMENT:**

a) **Pesterfield thanked** Thom and Gary for running for their seats.

b) **Killian thanked** Pesterfield for running.

- 14) **ADJOURNMENT:** Vice Mayor adjourned the meeting at 7:52pm

ATTEST:

Shane Nyquest, Mayor

Caitlyn Sawyer, City Clerk/Treasurer



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: EMS

Supervisor: Angie Fenimore

Employees: _____

Date: OCTOBER 30, 2025

A Departmental Overview:

We had 1 EMS incident between October 1st and October 30th, when the October report was due:

- 1) 10/13/2025 - Two responders attended the call, (and one dispatcher who is in EMT training and lived near PT location to flag responders in also attended). PT did not need transport to ARMC.

Current Department Activities:

- 1) Angie Fenimore is stepping down as EMS Coordinator effective NOVEMBER 1, 2025 due to health reasons. She is in conversation with the city regarding whether she should continue on as dispatch supervisor, dispatcher, with limited administrative responsibilities.

Angie Fenimore, TB EMS Coordinator, Oct. 30th, 2025

Employee Signature Date



**CITY OF THORNE BAY
RESOLUTION 25-11-04-01**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE RENEWAL OF A SHORT-TERM 12-MONTH RENTAL AGREEMENT (AGREEMENT) WITH TIM LINDSETH, DBA CORNERSTONE EXCAVATIONS, FOR RENTAL OF CITY OWNED LANDS LOCATED IN THE THORNE BAY SORT YARD.

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

WHEREAS, The current lease between the City of Thorne Bay, and Tim Lindseth DBA Cornerstone Excavations for the rental of approximately 1 acre of Municipal Owned Property located in the Thorne Bay Sort Yard, is set to expire effective September 30, 2025; and

WHEREAS, the Thorne Bay Municipal Code 2.56.200-provides that short term rental agreements (under 5-years in length) may be authorized by resolution; and

WHEREAS, Tim Lindseth has rented the above-described property from the City of Thorne Bay since 2013 and has remained in good standing with terms of the Agreement; and

WHEREAS, it is in the City's best interest to renew the Rental Agreement with Tim Lindseth DBA Cornerstone Excavations.

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 12-month Rental Agreement, effective October 1, 2025, through September 30, 2026, for the rental of 1 acre of city owned property located at the Thorne Bay Sort Yard.

PASSED AND APPROVED this 4th day of November 2025, by a duly constituted quorum of the City Council with a vote of ____ yeas and ____ nays.

ATTEST:

Shane Nyquest, Mayor

Caitlyn Sawyer, City Clerk/Treasurer

RENTAL AGREEMENT

CITY & LINDSETH

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, Tim Lindseth, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter One (1) acre of land at the Sort Yard on municipally owned property within the corporate boundaries of the City of Thorne Bay.

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

2. **Term.** The term of this Rental Agreement shall be One (1) year(s) beginning October 1, 2025 and ending September 30, 2026. 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 One (1) year period absent the approval of a new Rental Agreement by the Thorne Bay City Council. Absent an approved Rental Agreement, the Renter shall vacate the premise on or before the ending date of this Rental Agreement.

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

3. **Monthly Rent Payment.** Renter covenants and agrees to pay City monthly Rent payments in the sum of Two Hundred Sixty-Six Dollars and Twenty-One Cents (\$266.21) 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. Should this Rental Agreement be renewed, the monthly rent payment shall be reviewed and adjusted in accordance with the U.S. Department of Labor Consumer Price Index for Anchorage (CPI-U) as determined and published for the preceding calendar year. The base CPI figure for this Lease is 266.21 (Base Year: 1982-84 = 100) for the preceding full calendar year of 2024. The Base CPI figure of 266.21 shall be construed to equate to the dollar amount per acre for the Lease (\$266.21/

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Acre) and will be automatically applied to any renewed Rental Agreement from year to year, to keep up with inflation, based on the previous full year rate 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 waived in lieu of improvements to the Rented Premises or other City Facilities as provided by Renter per "Exhibit A".
5. **Use.** Renter shall use the Rented Premises for the purpose of Firewood processing, Log Storage, and burning of wood waste created from firewood process. The Rented Premises shall be used for no other purposes without the prior written consent of City.
6. **Utilities and Fees.** Renter shall be responsible for all utility accounts and applicable deposits for said accounts. Renter agrees to pay, and keep current, ALL charges, including deposits, for all utilities, including but not limited to water, sewer, refuse collection, electricity, propane, fuel oil and telephone. Failure to do so will result in the utility being shutoff. Activation of a city shutoff shall constitute a material breach of the Rent Agreement resulting in the City's termination of the Rent Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
7. **Repairs, Maintenance and Compliance with Laws.** Renter shall maintain the Rented Premises at Renter's sole cost and expense and at all times keep the Rented Premises neat, clean and in a sanitary condition. Renter shall keep and use the Rented Premises in accordance with applicable laws, ordinances, rules, regulations and requirements of all governmental authorities. Renter shall permit no waste, damage or injury to the Rented Premises. Renter's use of the Rented Premises in violation of any law or regulation of any governmental entity related to public health or safety or environmental pollution shall be a material breach of the Rental Agreement and grounds for City's termination of the Rental Agreement. Renter is required to obtain building permit authorization from the city for construction of any and all structures placed on or in the Rented Premises.
8. **Signs, Alterations and Improvements.** All signs or symbols placed on or about the Rented Premises shall be subject to City's prior written approval. After prior written consent of City, Renter may make alterations and improvements to the Rented Premises, at Renter's sole cost and expense. City may elect to require Renter to remove any such alterations and improvements upon termination of this Rental Agreement at Renter's sole cost and expense. Any of Renter's improvements remaining on the Rented Premises longer than thirty (30) days after Renter's possessors rights to the Rented Premises have expired shall become Rented Premises of City.

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9. **Insolvency.** In the event Renter becomes insolvent, bankrupt or if a receiver, assignee or other liquidating officer is appointed for the business of Renter, City, in City's sole discretion may immediately terminate this Rental Agreement and require that Renter vacate the Rental Premises.
10. **Subletting or Assignment.** Renter shall not sublet the whole or any part of the Rented Premises nor assign this Rental Agreement without the prior written consent of City. This Rental Agreement shall not be assignable by operation of law. All terms and conditions of the Rental Agreement shall be binding upon any sub-Renter or assignee of this Rental Agreement and Renter shall remain fully responsible to City for performance of this Rental Agreement.
11. **Permits and Compliance with Law.** Renter shall obtain all necessary local, state and federal permits necessary for the operation of Renter's business and shall comply with all local, state and federal laws, rules and regulations.
- Failure to comply with any requirements of this section shall constitute a material breach of the Rental Agreement. Failure to remedy the violation within 30 days will result in the City's termination of the Rental Agreement. Absent an approved Rental Agreement, the Renter shall vacate the premise immediately.
12. **Insurance.** General Liability Insurance: The Renter shall procure and maintain during the life of this agreement, General Liability Insurance on an "occurrence basis" with limits of liability not less than \$1,000,000 per occurrence and /or aggregate combined single limit, personal injury, bodily injury and property damage.
- Proof of Insurance shall be provided to City within thirty (30) days after the parties have executed this agreement and prior to public use of said premises. City shall be notified at least thirty (30) days before the cancellation or termination of any policy.
- City shall be named as additional insured.
13. **Accidents and Liability.** City or its agent shall not be liable for any injury or damage to the persons or property sustained by Renter or others, in and about the Rented Premises.
14. **Indemnification and Waiver of Subrogation.** To the fullest extent permitted by law, the Renter agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, employees and volunteers against any and all liabilities, claims, demands, lawsuits, or losses, including costs and attorney fees incurred in defense thereof, arising out of or in any way connected or associated with this agreement.

To the extent permitted by law, the Renter hereby re-Rents the City, its elected and appointed officials, employees and volunteers from any and all liability or responsibility to the Renter or anyone claiming through or under the Renter by way of subrogation or otherwise, for any loss or damage to the property caused by fire or any other casualty, even

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

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

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

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18. **Default by Renter.** Each of the following shall be deemed a default by the Renter and a breach of the Rental Agreement:

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

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

19. **City's Remedies for Default.** In the event of any default of the Renter, the City shall have the following rights and remedies – all in addition to any rights or remedies that may be given to the City by statute, common law, or under Thorne Bay Municipal Code.

- (a) Distraint for rent due and subsequent sale of chattels so distrained. The sale of any such chattels shall be in accordance with the procedure set forth in Alaska Statutes.
- (b) Re-enter Rented Premises and take possession thereof, remove all persons therefrom, and remove Renter's property therefrom and store it in a public warehouse or elsewhere at the cost of Renter, all without service of notice or resort to legal process (all of which Renter expressly waives) and without becoming liable for trespass, forcible entry, detainer, or other tort or for any loss or damage which may be occasioned thereby;
- (c) Declare the Term ended;
- (d) Re-let Rented premises in whole or in part for any period equal to or greater, or less, than the remainder of the Term for any sum which is commercially reasonable;

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

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

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

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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 19403, 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:
THE CITY OF THORNE BAY

RENTER:
TIM LINDSETH

By _____
Shane Nyquest, Mayor "City"

By _____
Tim Lindseth, "Renter"

ATTEST:

Caitlyn Sawyer, City Clerk/Treasurer