

AGENDA

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JULY 7, 2026

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 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 Clerk:
- 7) **PUBLIC COMMENTS:**
- 8) **COUNCIL COMMENTS:**
- 9) **CONSENT AGENDA:**
 - a) **Minutes of the June 2, 2026, Regular City Council Meeting, action item:**
 - b) **Minutes of the June 24, 2026, Special City Council Meeting, action item:**
 - c) **Minutes of the June 27, 2026, Special City Council Meeting, action item:**
- 10) **NEW BUSINESS:**
 - a) **Discussion item:** APRA Insurance rates and coverage of buildings, vehicles, and equipment, discussion item;
 - b) **Resolution 26-07-07-01:** Renewal of AML Sort Yard lease, discussion and action item;
 - c) **Resolution 26-07-07-02:** Acceptance of Resignation for Councilman Trevor Killian, discussion and action item;
 - d) **Resolution 26-07-07-03:** Establishing a Davidson Landing Firehall Planning Committee, discussion and action item;
 - e) **Resolution 26-07-07-04:** Establishing a Thorne Bay Cemetery Planning Committee, discussion and action item;
 - f) **Resolution 26-07-07-05:** Certifying the FY25 Financial Statement, discussion and action item;
- 11) **EXECUTIVE SESSION:**
 - a) The Council will enter an Executive Session to discuss matters that may tend to prejudice the character or reputation of any persons:
 - i. Purpose & Topic of Discussion for the Executive Session is for the City Council to discuss *the role and duties for the City Administrator position*
No action will be taken during this discussion.
- 12) **EXPENDITURES EXCEEDING \$2000.00:**
 - a) **Alaska Pump & Supply:** 2 pumps (and voltage conversions) to be shipped by barge \$9680.00 to be split 50/50 Sewer (*Equipment Purchase Budget: \$6,500*) & Harbor (*Equipment Purchase Budget: \$9500*)
 - b) Parts for skid steer repairs: \$5227.72 Solidwaste (*Equipment Maintenance and Repair Budget \$8000*)
- 13) **CONTINUATION OF PUBLIC COMMENT:**
- 14) **CONTINUATION OF COUNCIL COMMENT:**
- 15) **ADJOURNMENT:**

POSTED: July 2nd 2026

MINUTES

FOR THE REGULAR MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JUNE 02, 2026

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: Pesterfield, Lovell, Nyquest, Anderson, Cunningham

Those absent were: Kaer, Killian

4) **APPROVAL OF AGENDA:**

Mayor moved to approve the Agenda, Seconded, no discussion:

MOTION: Move to approve Agenda.

F/S: Pesterfield/Nyquest

YEAS: Anderson, Pesterfield, Lovell, Nyquest, Cunningham

NAYS:

ABSENT: Kaer, Killian

STATUS: Motion Passed

5) **MAYOR'S REPORT:** Mayor reported sunshine and sunburns. Conducted interviews last week, more to do on process moving forward. Departments got requests in for budget requests for review during the budget discussion.

6) **ADMINISTRATIVE REPORTS:**

a) City Clerk

7) **DEPARTMENT REPORTS:**

a) Water Report: Written report given

b) Harbor Report: Written report given

8) **PUBLIC COMMENTS: None**

9) **COUNCIL COMMENTS: None**

10) **CONSENT AGENDA:**

a) **Minutes** of the May 18, 2026, Regular City Council Meeting, action item:

b) **Minutes** of the May 26, 2026, Special City Council Meeting, action item:

c) **Minutes** of the May 27, 2026, Special City Council Meeting, action item:

Mayor moved to approve the Consent Agenda, Seconded, no discussion:

MOTION: Move to approve Consent Agenda.

F/S: Pesterfield/Lovell

YEAS: Anderson, Pesterfield, Lovell, Nyquest, Cunningham

NAYS:

ABSENT: Kaer, Killian

STATUS: Motion Passed

11) **NEW BUSINESS:**

a) Resolution 26-06-02-01: FAA Lease proposal, discussion and possible action item;

Mayor moved to approve the Resolution 26-06-02-01 Short term lease with the FAA, Seconded, discussion:

- Pesterfield gave an overview of FAA lease terms 5% increase per term, insurance terms, etc. General agreeance by Council.

MOTION: Move to approve Resolution 26-06-02-01 Short term lease with the FAA
F/S: Pesterfield/ Lovell
YEAS: Anderson, Pesterfield, Lovell, Nyquest, Cunningham
NAYS:
ABSENT: Kaer, Killian
STATUS: Motion Passed

12) **ORDINANCES FOR INTRODUCTION:**

- a) **Ordinance 26-06-16-01:** An Ordinance of the City Council for the City of Thorne Bay, Alaska; Providing For The Establishment Of The Budget For The City Of Thorne Bay, Fiscal Year 2027, July 1, 2026 -June 30, 2027, Anticipated Revenues And Expenditures, discussion and action item,

Mayor motioned to approve Ordinance 26-06-16-01, a non-code Ordinance Establishing the FY27 Budget, Seconded, discussion:

- o Council discussed budget by department and minimal adjustments made on department expenses based on department projected needs.

MOTION: Move to approve Ordinance 26-06-16-01
F/S: Pesterfield/ Nyquest
YEAS: Anderson, Pesterfield, Lovell, Nyquest, Cunningham
NAYS:
ABSENT: Kaer, Killian
STATUS: Motion Passed

13) **EXECUTIVE SESSION:**

- a) The Council will adjourn to an Executive Session to discuss matters that may tend to prejudice the character or reputation of any persons:
i. Purpose & Topic of Discussion for the Executive Session is for the City Council to discuss interviewed candidates for the City Administrator Position

No action will be taken during executive session—only discussions amongst the City Council and Administrator Candidates directly related to the City Administrator position

Attendance for Executive Session: Cunningham, Anderson, Pesterfield, Lovell, Nyquest, City Clerk

Mayor moved to enter into Executive Session, Seconded, no discussion:

MOTION: Move to enter into executive session.
F/S: Pesterfield/ Lovell
YEAS: Anderson, Pesterfield, Lovell, Nyquest, Cunningham
NAYS:
ABSENT: Kaer, Killian
STATUS: Motion Passed

Adjourned at 8:58 pm

14) **CONTINUATION OF PUBLIC COMMENT: None**

15) **CONTINUATION OF COUNCIL COMMENT:**

- i. **Lovell** commented that Kasaan rd being grated
ii. **Cunningham** questioned ATV laws in Southside? Helmets for under 14 years?
iii. **Pesterfield** commented on the Library memorial garden area.

16) **ADJOURNMENT: Mayor adjourned 9:04pm**

MINUTES

FOR THE SPECIAL MEETING
OF THE CITY COUNCIL FOR THE
CITY OF THORNE BAY, ALASKA
TUESDAY, JUNE 24, 2026

TIME: 6 : 30 p.m.

THERE WAS A WORKSHOP BEGINNING AT 6:00 PM

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: Pesterfield, Lovell, Anderson, Cunningham, Kaer

Those absent were: Nyquest, Killian

4) **APPROVAL OF AGENDA:**

Mayor moved to approve the Agenda, Seconded, no discussion:

MOTION: Move to approve Agenda.

F/S: Pesterfield/ Anderson

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS:

ABSENT: Killian, Nyquest

STATUS: Motion Passed

5) **MAYOR'S REPORT:** Mayor reported 2 candidates for administrator position. Prelim report for manhole upgrades (65%) is in, 95% is coming up. Need space for storing equipment and pipe, currently will be stacked at the end of the sewer. Will need to get ahold of Atlas Towers to inquire about FM antenna for lift station remote operations.

6) **ADMINISTRATIVE REPORTS: None**

7) **DEPARTMENT REPORTS: None**

8) **PUBLIC COMMENTS: None**

9) **COUNCIL COMMENTS:**

a) Lovell thanked Council, Clerk and staff for putting together the 2027 Budget.

10) **CONSENT AGENDA:**

a) **Minutes** of the June 2, 2026, Regular City Council Meeting, action item:

Mayor moved to approve the Consent Agenda, Seconded, no discussion:

MOTION: Move to approve Consent Agenda.

F/S: Pesterfield/ Anderson

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS:

ABSENT: Killian, Nyquest

STATUS: Motion Passed

11) **OLD BUSINESS: None**

12) **NEW BUSINESS: None**

13) **ORDINANCES FOR PUBLIC HEARING:**

a) **Ordinance 26-06-24-01:** An Ordinance of the City Council For The City of Thorne Bay, Alaska; Providing For The Establishment Of The Budget For The City Of Thorne Bay, Fiscal Year 2027, July 1, 2026 -June 30, 2027, Anticipated Revenues And Expenditures, discussion and action item,

Mayor opened the Public Hearing for Ordinance 26-06-24-01 at 6:38pm, no public comments.

Mayor moved to approve Ordinance 26-06-24-01, Seconded, no discussion:

MOTION: Move to approve Ordinance 26-06-24-01.

F/S: Pesterfield/ Lovell

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS:

ABSENT: Killian, Nyquest

STATUS: Motion Passed

14) EXECUTIVE SESSION:

- a) The Council will adjourn to an Executive Session to discuss matters that may tend to prejudice the character or reputation of any persons:

Purpose & Topic of Discussion for the Executive Session is for the City Council to interview 2 candidates for the City Administrator Position

No action will be taken during executive session—only discussions amongst the City Council and Administrator Candidates directly related to the City Administrator position.

Mayor moved to enter executive session, Seconded, no discussion:

MOTION: Move to enter executive session.

F/S: Pesterfield/ Anderson

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS:

ABSENT: Killian, Nyquest

STATUS: Motion Passed

Executive Session attendance was: Pesterfield, Anderson Cunningham, Kaer, Lovell, City Clerk

15) CONTINUATION OF PUBLIC COMMENT: None

16) CONTINUATION OF COUNCIL COMMENT:

- a) Council discussed the lease opportunity with Jim Seeley briefly. Kaer questioned if anyone has seen the road/bridge work towards Kasaan and what responsibility Thorne Bay has? There was a quick discussion on the OVK bridge project and upcoming unexpected monies previously dedicated to a FLAP grant with OVK.

17) ADJOURNMENT: Mayor adjourned at 8:18 pm

SPECIAL MEETING NOTICE

MINUTES

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

TUESDAY, JUNE 27, 2026

TIME: 1 :00 p.m.

1) **CALL TO ORDER**

Mayor called the meeting to order at 1:19pm

2) **PLEDGE TO FLAG:**

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

3) **ROLL CALL:**

Those present were: Pesterfield, Lovell, Anderson, Cunningham, Kaer

Those absent were: Nyquest, Killian

4) **APPROVAL OF AGENDA:**

Mayor moved to approve the Agenda, Seconded, no discussion:

MOTION: Move to approve Agenda.

F/S: Pesterfield/ Kaer

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS:

ABSENT: Killian, Nyquest

STATUS: Motion Passed

5) **PUBLIC COMMENTS:** None

6) **COUNCIL COMMENTS:** None

7) **EXECUTIVE SESSION:**

- a) The Council will adjourn to an Executive Session to discuss matters that may tend to prejudice the character or reputation of any persons:

- Purpose & Topic of Discussion for the Executive Session is for the City Council to interview 1 candidate for the City Administrator Position

No action will be taken during executive session—only discussions amongst the City Council and Administrator Candidates directly related to the City Administrator position.

Mayor moved to enter Executive session at 1:23pm, seconded, no discussion

Attendance for executive session was: Anderson, Lovell, Kaer, Cunningham, Pesterfield, City Clerk

MOTION: Move to adjourn to executive session for the purpose of conducting an interview for the City Administrator position

F/S: Pesterfield/Anderson

YEAS: Anderson, Pesterfield, Lovell, Cunningham, Kaer

NAYS: None

STATUS: Motion Passed.

Executive Session closed at 2:50pm

8) **ADJOURNMENT:** Mayor adjourned at 2:50pm



**CITY OF THORNE BAY
RESOLUTION 26-07-07-01**

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA, APPROVING THE SHORT-TERM LEASE WITH ALASKA MARINE LINES FOR LEASE OF CITY OWNED PROPERTY AT THE THORNE BAY SORTYARD FOR A TERM OF 1-YEAR, EXPIRING MAY 31, 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 resolution; and

WHEREAS, the lease terms included a monthly lease rate of 271.83 per acre (*1 acre parcel*), plus \$150 administrative fee (*Resolution 26-05-18-01*) for a total of **\$421.83 per month**; and

WHEREAS, it is in the City's best interest to maintain Alaska Marine Lines as a “renter” under the terms of a 1-year short-term lease.

NOW THEREFORE, BE IT RESOLVED that the City Council for the City of Thorne Bay hereby approves the renewal of a short-term lease, effective July 1, 2026, through June 30, 2027, for the rental of city owned lands located at the Sortyard.

PASSED AND APPROVED this 7th day of July 2026, by a duly constituted quorum of the City Council.

ATTEST:

Timber Pesterfield, Mayor

Caitlyn Sawyer, City Clerk/Treasurer

LAND LEASE AGREEMENT

CITY & ALASKA MARINE LINES (AML)

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, Alaska Marine Lines, (hereinafter called the "RENTER").

1. **Rented Premises.** The City does hereby Rent to the Renter one 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 beginning July 1, 2026, ending June 30, 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 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 Four Hundred and Twenty-One Dollars and Eighty Three 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

LAND LEASE AGREEMENT

CITY & ALASKA MARINE LINES (AML)

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 271.83 (Base Year: 1982-84 = 100) for the preceding full calendar year of 2025. The Base CPI figure of 271.83 shall be construed to equate to the dollar amount per acre for the Lease (\$271.83 / 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 published CPI-U for Anchorage. An additional \$150 for administrative fees were added per Resolution 26-05-18-01.

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.
5. **Use.** Renter shall use the Rented Premises for the purpose of **Storing transport trailers**. 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

LAND LEASE AGREEMENT

CITY & ALASKA MARINE LINES (AML)

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.

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.

LAND LEASE AGREEMENT

CITY & ALASKA MARINE LINES (AML)

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 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 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;

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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;
 - (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 additional 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 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

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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 "**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

LAND LEASE AGREEMENT

CITY & ALASKA MARINE LINES (AML)

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, PO Box 24348, Seattle, WA 98124**, 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.

LAND LEASE AGREEMENT CITY & ALASKA MARINE LINES (AML)

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:
ALASKA MARINE LINES

By _____
Timber Pesterfield, Mayor "City"

By _____
Alaska Marine Lines, "Renter"

ATTEST:

Caitlyn Sawyer, City Clerk/Treasurer



CITY OF THORNE BAY
RESOLUTION 26-07-07-02

A RESOLUTION OF THE CITY COUNCIL, FOR THE CITY OF THORNE BAY, ACCEPTING THE RESIGNATION OF COUNCILMAN TREVOR KILLIAN, FROM COUNCIL SEAT F

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

WHEREAS, Councilman Killian notified the City Clerk of his desire to terminate his elected position; and

WHEREAS, it is Councilman Killian's desire to terminate his elected position as Council member for Seat F of the Thorne Bay City Council.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Thorne Bay, Alaska, hereby acknowledges and accepts Councilman Trevor Killian's desire to terminate his elected position as Council member for Seat F of the Thorne Bay City Council.

PASSED AND APPROVED by a duly constituted quorum of the City Council on this 7th, day of July 2026.

ATTEST:

Timber Pesterfield, Mayor

Caitlyn Sawyer, City Clerk/Treasurer



**RESOLUTION 26-07-07-03
CITY OF THORNE BAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA, ESTABLISHING THE DAVIDSON'S LANDING FIREHALL PLANNING COMMITTEE

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

WHEREAS, the City Council of the City of Thorne Bay recognizes the need to evaluate, plan, and make recommendations regarding the future development and establishment of a Firehall to serve the residents of Thorne Bay; and

WHEREAS, the City Council finds that a focused committee will provide valuable research, community outreach, and analysis to support decision-making regarding potential locations, funding options, design considerations, and the long-term operations of such a facility; and

WHEREAS, the creation of an advisory committee for this purpose will support transparency, community involvement, and effective long-range planning.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA:

Section 1. Establishment of Committee.

There is hereby established the **Davidson's Landing Firehall Planning Committee**, an advisory body to the City Council.

Section 2. Purpose and Scope.

The purpose of the Davidson's Landing Firehall Planning Committee is to:

1. Evaluate the need, feasibility, and potential benefits of establishing a Firehall located at Davidson's Landing;
2. Provide conceptual recommendations for design, amenities, and operational considerations;
3. Engage with residents, community groups, and stakeholders to gather input; and
4. Deliver recommendations to the City Council for consideration and potential action.

Section 3. Membership.

The Committee shall be composed of THREE (3) members, who shall serve without compensation.

- Lucy Aragon
- Anthony Lovell
- Dennis Moen

Section 4. Appointment Authority.

Members of the Davidson’s Landing Firehall Planning Committee shall be appointed by the Mayor, subject to confirmation by the City Council.

Section 5. Reporting Requirements.

The Committee shall meet as necessary and shall provide the City Council with monthly written or oral progress reports. A final written report, including findings and recommendations, shall be submitted prior to the Committee’s sunset date.

Section 6. Sunset Provision.

Unless extended by further action of the City Council, the Davidson’s Landing Firehall Planning Committee shall sunset twelve (12) months from the date of adoption of this resolution. Upon sunset, the Committee shall be dissolved.

Section 7. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Thorne Bay, Alaska, this 7th day of JULY, 2026.

Timber Pesterfield, Mayor

ATTEST:

Caitlyn Sawyer, City Clerk



**RESOLUTION 26-07-07-04
CITY OF THORNE BAY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA, ESTABLISHING THE THORNE BAY CEMETERY PLANNING COMMITTEE

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

WHEREAS, the City Council of the City of Thorne Bay recognizes the need to evaluate, plan, and make recommendations regarding the future development and establishment of a cemetery to serve the residents of Thorne Bay and honor those who have passed; and

WHEREAS, the City Council finds that a focused committee will provide valuable research, community outreach, and analysis to support decision-making regarding funding options, design considerations, and the long-term operations of such a facility; and

WHEREAS, the creation of an advisory committee for this purpose will support transparency, community involvement, and effective long-range planning.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNE BAY, ALASKA:

Section 1. Establishment of Committee.

There is hereby established the **Thorne Bay Cemetery Planning Committee**, an advisory body to the City Council.

Section 2. Purpose and Scope.

The purpose of the Thorne Bay Cemetery Planning Committee is to:

1. Evaluate the need, feasibility, and potential benefits of establishing a cemetery located in the Southside Subdivision;
2. Provide conceptual recommendations for design, amenities, and operational considerations;
3. Engage with residents, community groups, and stakeholders to gather input; and
4. Deliver recommendations to the City Council for consideration and potential action.

Section 3. Membership.

The Committee shall be composed of FIVE (5) members, who shall serve without compensation.

- o David Shilts
- o Gerrie Haney
- o Shelby Vincent
- o Tabatha Campbell
- o Sheila Pitcher

Section 4. Appointment Authority.

Members of the Thorne Bay Cemetery Planning Committee shall be appointed by the Mayor, subject to confirmation by the City Council.

Section 5. Reporting Requirements.

The Committee shall meet as necessary and shall provide the City Council with monthly written or oral progress reports. A final written report, including findings and recommendations, shall be submitted prior to the Committee’s sunset date.

Section 6. Sunset Provision.

Unless extended by further action of the City Council, the Thorne Bay Cemetery Planning Committee shall sunset twelve (12) months from the date of adoption of this resolution. Upon sunset, the Committee shall be dissolved.

Section 7. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Thorne Bay, Alaska, this 7th day of JULY, 2026.

Timber Pesterfield, Mayor

ATTEST:

Caitlyn Sawyer, City Clerk



CITY OF THORNE BAY
RESOLUTION 26-07-07-05

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF THORNE BAY, ALASKA,
CERTIFYING THE ANNUAL CERTIFIED FINANCIAL STATEMENT OF REVENUES AND
AUTHORIZED EXPENDITURES FOR THE YEAR ENDING JUNE 30, 2025

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

WHEREAS, the City of Thorne Bay, is a recognized second-class city; and

WHEREAS, second class cities are required by AS 29.20.640(a)(2) to submit a Certified Financial Statement of income and expenditures or audit for the year ending June 30, 2025, to the Department of Commerce, Community, and Economic Development;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Thorne Bay, Alaska; that the attached Certified Financial Statement of Thorne Bay, Alaska; for the year ending June 30, 2025, and prepared by Caitlyn Sawyer, City Clerk, is true and complete to the best of our knowledge.

PASSED AND APPROVED by the City Council of the City of Thorne Bay, Alaska this 7th day of July, 2026.

Timber Pesterfield, Mayor

ATTEST:

Caitlyn Sawyer, City Clerk/Treasurer



ALASKA PUMP & SUPPLY, INC

8400 SANDLEWOOD PL • ANCHORAGE, ALASKA 99507 • PHONE: (907)563-3424 • FAX: (907)562-5449

April 23, 2026

ATTN: SAWYER SAMUEL - THORNE BAY

QUOTE: AKP26-0232 R1

Project: GRINDERS

PH: 360.710.4356

Email: TNBWATER@THORNEBAY-AK.GOV

We are pleased to provide pricing for the following equipment:

Qty	Description	Each	Total
2	MP 3069 GRINDER - OUTLET: 2" - POWER: 2.7HP/460V/3-PHASE - START CURRENT: 40 AMP - RATED CURRENT: 7.5 AMP - FM & FLS - GUIDE RAIL COMPATIBLE *NEEDS TO HAVE VOLTAGE SWAPPED*	\$ 4,645.00	\$ 9,290.00
2	STATOR VOTAGE CONVERSION - 460V -> 230V	\$ 195.00	\$ 390.00
Please reference AKP26-0232 R1 when placing order.			Total: \$9,680.00