

**Mayor**

David Allison

**Council Members**

Tom Bailer

Cathy Sherman

Kasey Kinsman

Wendy Ranney

David Zastrow

Kristin Carpenter

Ken Jones

**Interim City Manager**

Samantha Greenwood

**City Manager**

Helen Howarth

**City Clerk**

Susan Bourgeois

**Deputy Clerk**

Tina Hammer

**Regular City Council Meeting  
April 17, 2024 @ 7:00pm  
Cordova Center Comm Rooms**

**A. Call to order**

**B. Invocation, pledge of allegiance**

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

**C. Roll call**

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney, David Zastrow, Kristin Carpenter, and Ken Jones



Is it spring yet?



**D. Approval of Regular Agenda..... (voice vote)**

**E. Disclosures of Conflicts of Interest and Ex Parte Communications**

- conflicts as defined in Cordova Municipal Code 3.10.010 should be declared, then Mayor rules on whether member should be recused, Council can appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

**F. Communications by and Petitions from Visitors**

1. Guest Speakers: **a. Kate Morse**, CRWP, Eyak Lake Weir Replacement Project..... (page 1)  
**b. Charlotte Westing**, ADF&G, Bear Safety
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)
4. Student Council Report - none

**G. Approval of Consent Calendar**

5. Minutes: **a. February 7, 2024 Regular City Council Meeting Minutes..... (page 9)**  
**b. February 21, 2024 Regular City Council Meeting Minutes..... (page 12)**
6. Resolution 04-24-18..... (page 16)  
A resolution of the Council of the City of Cordova, Alaska approving the license for a mobile restaurant for Breana Gecan, dba Coastal Cravings LLC
7. Council confirmation of CVFD Officers..... (page 29)

**H. Approval of Minutes – in Consent Calendar**

**I. Consideration of Bids/Proposals/Contracts**

8. Council action termination City Manager Employment Agreement - Helen Howarth..... (roll call vote)(page 30)
9. Council approval City Manager Employment Agreement - Samantha Greenwood..... (roll call vote)(page 31)  
(this item may be discussed in executive session, see item 23)

**J. Reports of Officers**

10. Mayor's Report
11. City Manager's Report  
**a. South Harbor Rebuild, project update, Collin Bronson**
12. City Clerk's Report..... (page 38)
13. Staff Quarterly Reports, 1Q 2024
  - a. CVFD, Fire Chief **Rob Mattson**..... (page 39)
  - b. Cordova Center, **Megan Anderson**, Cordova Center Coordinator..... (page 43)
  - c. Cordova Historical Museum, **Ashley Bivin**, Museum Director..... (page 45)
  - d. Cordova Public Library, **Ashley Bivin**, Acting Library Director..... (page 50)

e. Parks & Recreation Department, Director **Duncan Chisholm**..... (page 52)

**K. Correspondence**..... (see primer for description page 56)

- 14. 04-01-24 letter from Friends of the Valdez Animal Shelter..... (page 57)
- 15. 04-04-24 letter from Mayor Allison to DC Senators & Representatives re HELPER Act..... (page 58)
- 16. 04-05-24 letter from Mayor Allison to Secretary Buttigieg re RAISE grant reimbursements..... (page 59)

**L. Ordinances and Resolutions**

- 17. Ordinance 1216..... (roll call vote)(page 60)  
An ordinance of the Council of the City of Cordova, Alaska, accepting and appropriating \$20 Million awarded to the City through the “Rebuilding American Infrastructure with Sustainability and Equity” grant for completion of the South Harbor Rebuild Project and authorizing a borrowing in anticipation of the receipt of these funds in the aggregate principal amount of not to exceed \$3,000,000 to finance South Harbor Rebuild Project costs – 2<sup>nd</sup> reading
- 18. Substitute Resolution 04-24-14..... (voice vote)(page 64)  
A resolution of the Council of the City of Cordova, Alaska authorizing specific officers of the City of Cordova as signers of City checks, vouchers, notes, and other documents
- 19. Resolution 04-24-19..... (voice vote)(page 66)  
A resolution of the Council of the City of Cordova, Alaska approving a line of credit agreement between Key Bank, LLC and the city and authorizing the City Manager to execute that agreement
- 20. Resolution 04-24-20..... (voice vote)(page 100)  
A resolution of the Council of the City of Cordova, Alaska urging the State Legislature and the Governor to increase the Base Student Allocation this year and inflation proof the BSA into the future for the benefit of Cordova School District students and all public-school students in Alaska
- 21. Resolution 04-24-21..... (voice vote)(page 102)  
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Different Strokes Alaska to purchase and install a new engine in the Refuse Division Ford F-550 Super Duty XL

**M. Unfinished Business – none**

**N. New & Miscellaneous Business**

- 22. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 105)

**O. Audience Participation**

**P. Council Comments**

**Q. Executive Session**

- 23. Council discussion of City Manager Contract terms, matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

City Council is permitted to enter an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

**R. Adjournment**

**Executive Sessions per Cordova Municipal Code 3.14.030**

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)

Regular Meetings of the Cordova City Council are live streamed on the City's YouTube  
or are available there for viewing or audio-only by the next business day



## COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

March 24, 2024

RE: Eyak Lake Weir Ownership Assessment

To Whom It May Concern:

The Copper River Watershed Project is facilitating a diverse partnership of over 16 organizations in order to address the failing Eyak Lake outlet structure. While partners have expressed an intent to identify a pathway forward for long-term ownership and maintenance of the new structure, we are unable to find traction on identifying an owner. The following is a summary of agencies with the potential to play a role in ownership, as well as a memo and links to appendices on the history of the project and references to similar ownership questions from the late 1970s. Background materials on the project, design and implementation timeline, and current design plans are available on CRWP's [website linked here](#).

As outlined in the attached memo, the weir was installed in 1972 in a contract issued by the State of Alaska Department of Public Works, Division of Water & Harbors, a department that no longer exists. The State is the initial responsible party identified given it was a state agency who originally oversaw its construction, and the following is a summary of various agencies connections to the project and responses to date:

**Alaska Department of Fish & Game (ADFG):** ADFG was a proponent of the initial weir in order to protect near-shore sockeye spawning habitat, and has participated in design reviews to date with an interest in improving connectivity between Eyak Lake and River for the benefit of all life stages of salmon, trout, and other fish species. ADFG staff have been told they cannot participate in any further efforts to determine ownership and they are not involved in ownership of structures like this. However, there has been an interest expressed by ADFG in using the weir for long-term monitoring of the high-value fisheries supported by Eyak Lake, and they do have a history of managing weirs used for fisheries monitoring.

**Alaska Department of Natural Resources (DNR):** It is believed that the actual structure is on DNR lands, if they claim the bottom of navigable waterways. The memo lines out DNR's role prior to 2012 when the weir was considered a dam, and it seems like they could be held responsible as the underlying landowner on an abandoned structure, if the transition of the state agency to a new department qualifies as an abandonment of this structure. Initial discussions with DNR have expressed a strong likelihood they will NOT take on ownership as they don't own infrastructure like this.

**Alaska Department of Transportation & Public Facilities (DOT&PF):** It has been stated by DOT&PF partners in past weir planning meetings that DOT&PF has a precedence of taking on maintenance of projects originating with Division of Water & Harbors. However, Eyak Lake weir is outside the scope of DOT&PF because it is not transportation infrastructure. Approximately 20% of the structure is in DOT&PF's Right of Way, and a key highway bridge that they maintain is just downstream of the outlet structure, so it's possible that monitoring activities for the bridge and weir could occur simultaneously.

Additionally, there is a complicated history of landownership adjacent to the weir opposite of the Copper River Highway. Our engineer's current assessment is that The Eyak Corporation owns Tract A in plat 2015-1 (attached) and the surrounding lands are U.S. Forest Service.

**The Eyak Corporation:** The Eyak Corporation has very limited staff and equipment capacity in Cordova and is unlikely to take on ownership of the weir. As neighboring landowners, they are agreeable to access for maintenance as needed.

### Board of Directors

Matt Piché, President, Cordova  
Nelly Hand, Vice Pres., Cordova

Tenley Nelson, Secretary, McCarthy  
Caitlin McKinstry, Treasurer, Cordova

Kate Wilson, Copper Center  
Steve Richards, Cordova

Sunshine Meitzner, Glennallen  
Lishaw Lincoln, Copper Center



## COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

**U.S. Forest Service / Chugach National Forest:** The U.S. Forest Service is helping to design and oversee restoration monitoring to ensure the project improves fish passage as intended. They have limited infrastructure for maintaining a structure like this and are unlikely to take on an ownership role.

We seek assistance in evaluating these claims and identifying a responsible party for the structure today and moving forward. So far key questions that have been raised include:

- Is the weir an abandoned structure as described in Section 14.2 of the Alaska Dam Safety Program?
- If we were to do nothing because of no ownership, and the weir continues to fail and lower lake levels, who is liable for the changes to property values? Loss of fish spawning and rearing habitat? Loss of navigability?
- Are there examples of other ownership agreements that designate joint ownership and funding for maintenance between multiple agencies? If a main limitation is lack of funding, we do have agency partners like USFWS, NOAA, and USFS who can assist with funding for maintenance activities but who are not ideally suited to take ownership.

Thanks for your assistance evaluating these materials.

Sincerely,

Kate Morse, Program Director

Project materials available here:



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Kate Wilson, Copper Center  
Steve Richards, Cordova

Sunshine Meitzner, Glennallen  
Lishaw Lincoln, Copper Center

TO: Eyak Weir Stakeholders  
THROUGH: Kate Morse, Program Director, Copper River Watershed Project (CRWP)  
FROM: Euan-Angus MacLeod, PE, CFM  
DATE: 03/11/2024  
SUBJECT: Eyak Weir Replacement

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## **Project Description and Need**

The Eyak Lake weir is located approximately at milepost 5.5 on the Copper River Highway, east of the City of Cordova, AK. The weir is upstream of the Copper River Highway bridge over the Eyak River (Figure 1). The weir was constructed in 1972 by the State of Alaska Department of Public Works, Division of Water and Harbors to reestablish the water surface elevation in Eyak Lake after the 1964 'Good Friday' earthquake. The weir is composed of two linear sections of sheet pile, forming a wide 'V' shape in the center of Eyak Lake outlet. Emergency repair work to install riprap along the downstream face of the sheet piling was conducted in 1978 by the Alaska Department of Transportation and Public Facilities (ADOT&PF), Division of Harbor Design & Construction. The weir has deteriorated significantly since its initial construction in 1972. The degradation observed includes rotation of sheet pile, splitting of sheet pile joints, leaking, and corrosion/spalling of material (Appendix A). The damaged weir poses a hazard to recreational users and impedes upstream passage of juvenile fish at most flows.

Before the project can proceed to implementation, an owner/permittee must be established. There is currently no consensus among stakeholders as to the likely owner who will be responsible for maintenance of the project in the future. This memo outlines the proposed project and the anticipated (minimal) maintenance burden with the intent of identifying and informing the parties who will assume ownership over the project.

## **The No Action Alternative**

As indicated in the Alaska Department of Natural Resources (ADNR) Alaska Dam Safety Program 2012 Deregulation Report (Appendix B), the weir is likely to experience a "*progressive failure of discrete segments of the structure,*" and the risk to life and property downstream is low. It is anticipated that the progressive failure of the weir will lower the water elevation of Eyak Lake. This would limit float plane and boat access, negatively impact property values and fish habitat, remove a secondary water source for the City of Cordova, and expose the weir structure creating a barrier to fish passage and navigability. As the weir continues to deteriorate, near-shore sockeye salmon spawning habitat will be negatively impacted by lowering lake levels and movement of fish between Eyak River and Eyak Lake will be further limited as the weir becomes a barrier at most flows. The potential cost related to loss of productivity in Eyak Lake habitat that supports Sockeye and Coho salmon is estimated at \$1.7-\$2.9 million ex-vessel value.

The State and City will likely receive pressure to conduct costly, emergency repairs if the anticipated failure begins to lower the lake level and impact fish passage.

## **Proposed Project and Anticipated Maintenance Burden**

The effort to replace the current weir and address the issues outlined above has been facilitated by CRWP, a local nonprofit, with participation of upwards of 16 public, private and community partners. Representatives from local, state, federal, and Tribal organizations have been working cooperatively to seek out funding and provide input on the project. The proposed

replacement weir is designed to closely match the existing range of water elevations in Eyak Lake and create a 'nature-like fishway; a gradually sloping, open channel with a streambed consisting of gravel and boulders immediately downstream of the weir.

The proposed replacement structure is a sheet pile weir stiffened with a reinforced concrete crest and designed to the most recent seismic and structural codes. The weir structure is protected upstream by a riprap ramp with material placed downstream designed to mimic a natural channel that provides fish passage and improves recreational access for boating and sport fishing.

The project has been designed to reduce the maintenance burden to the maximum extent practicable. Design features enabling this are riprap upstream of the weir structure to mitigate impacts from boaters or ice, sheet pile driven to a stable soil layer, and grade control structures to keep the constructed channel in place. The 'nature-like fishway' channel material is designed to be stable in the highest calculated velocities modeled to occur at the weir. Additional information can be obtained in the design documentation and is available on request.

Based on the structure's geometry and the low hazard associated with a structural failure, the proposed replacement weir will likely maintain its current status and *not* be classified as a jurisdictional dam by Alaska Dam Safety Program. The anticipated maintenance burden is low, with an inspection recommended after an extraordinary event, such as an earthquake. As with all natural channels, there is some adjustment as the river finds equilibrium. Once the channel has adjusted to the flow conditions, the anticipated maintenance associated with the downstream channel is low and only associated with fish passage and habitat features.

### **Current Status and Ownership**

After completing hydrologic and geotechnical studies, DOWL has worked with CRWP and project stakeholders to progress the proposed design to 65% completion. The partnership (federal and state agencies, Tribal organizations, City government, and local NGOs) have secured over \$11 million dollars to address the infrastructure, however a lack of clear ownership is stalling progress on this project.

According to the State of Alaska policy on navigability, AS 38.05.125, waters must be navigable in their 'natural and ordinary condition'. Despite the weir being a 'substantial man-made improvement' to provide sufficient water surface elevation to navigate the waterbody, it is assumed that the weir that intersects the Eyak River (GNIS ID: 01421825) and Eyak Lake (GNIS ID 01421824) is determined to be a navigable structure by ADNR.

The ADNR Dam Safety Program Periodic Safety Inspection Report No. 1 for Eyak Lake Dam (1985 – Appendix C) lists the owner of the structure as ADOT&PF. However, if the weir is considered abandoned by the State of Alaska Department of Public Works, Division of Water and Harbors or ADOTPF, Section 14.2 of the Alaska Dam Safety Program guide states, "*ADNR Dam Safety assumes that a dam that is abandoned without approval is the property of the underlying landowner*". As the weir maintains the Eyak Lake Ordinary High Water (OHW) mark, it is assumed that the weir falls under state ownership pursuant to AS 38.05.126. Memos and reports available from 1970 to present are attached in Appendices and may be helpful in determining ownership of the current weir structure (Appendix D).

**Appendices B - D** available for download: <https://copperriver.org/programs/fish-habitat-restoration/restoration/eyak-lake/eyak-lake-weir/>.



## **APPENDIX A: EYAK WEIR: CURRENT CONDITION PHOTO LOG**

PROJECT NAME: Eyak Weir Replacement

PROJECT NUMBER: 1136.63341.04 APPENDIX A, Photo Log DATE: 3/11/2024

NOTES: Photos documenting current condition of Eyak Weir to accompany Eyak Weir Replacement memo.



FIGURE: Location of Eyak Weir (Yellow Pin)



FIGURE: Aerial Image of the Existing Eyak Weir





FIGURE: Crest of Eyak Weir



FIGURE: Material Degradation and Leaking



FIGURE: Sheet Pile Joint Burst



FIGURE: Leaking of Sheet Pile Joints



FIGURE: Sheet Pile Failure Lowering Crest of Weir



FIGURE: Failed Section of Crest

**Regular City Council Meeting  
February 7, 2024 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order** – **Mayor David Allison** called the Regular City Council Meeting to order at 7:00 pm on February 7, 2024, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance** – **Mayor Allison** led the audience in the Pledge of Allegiance.

**C. Roll call** – Present for roll call were **Mayor David Allison** and Council members **Kasey Kinsman**, **Wendy Ranney**, and **Kristin Carpenter**. Council members **Tom Bailer** and **Anne Schaefer** were present via zoom videoconference. Council members **Cathy Sherman** and **Ken Jones** were absent. Also present were Interim City Manager **Samantha Greenwood** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

Hearing no objection to approval of the regular agenda, **Mayor Allison** declared it approved as submitted.

**E. Disclosures of Conflicts of Interest and ex parte communications** – none

**F. Communications by and Petitions from Visitors**

1. Guest speakers – none
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions – Cordova representative to the PWSRCAC Board **David Janka** reported about the Anchorage Board Meeting he attended 2 weeks ago.
4. Student Council Report – none

**G. Approval of Consent Calendar**

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member Ken Jones from the January 17, 2024 Regular Meeting

6. Resolution 02-24-06

A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 5-year lease of property legally described as a portion of USS 2679 and within the Cordova High School, to include approximately 1,200 square feet of classroom and office space known as "Classroom #3" and the "Multi-purpose Room" of the Cordova High School's Library with University of Alaska, on behalf of the University of Alaska, Prince William Sound College's Cordova campus

7. Minutes: **a.** Minutes of the 11/1/23 Reg Council Meeting; **b.** Minutes of the 11/15/23 Reg Council Meeting  
Vote on the Consent Calendar: 5 yeas, 0 nays, 2 absent. Sherman-absent; Bailer-yes; Schaefer-yes; Kinsman-yes; Ranney-yes; Jones-absent; and Carpenter-yes. Consent Calendar was approved.

**H. Approval of Minutes** – none

**I. Consideration of Bids/Proposals/Contracts** – none

**J. Reports of Officers**

8. Mayor's Report – **Mayor Allison** reported: 1) he will attend an ideas meeting of Mayors setup by AML concerning efforts to help urge legislators to push for School Funding; 2) we continue our search for an Interim City Manager; Sam is doing a great job – we will discuss in executive session later 3) Stevens and Stutes will be here in March and there is a meeting set with Council for Saturday – Clerk can discuss at Pending Agenda.

**a.** Council Member **Ranney** report on AML Conference Attendance December 2023

9. City Manager's Report – **Greenwood** reported: 1) the UBS monies of the City will be in KeyBank this week; all paperwork is done; **Blake Phillips**, new investment advisor, will present at our next meeting; 2)

we will conduct interviews next week, there are 2 highly qualified chief candidates; 3) we are exploring ways to assist Finance department. 4) **Collin Bronson** gave an update on the South Harbor Project.

**10.** City Clerk's Report notice to vote on these offices and propositions – March 5, 2024 Regular Election, prop 1 explanation. **Bourgeois** reported that after the close of declaration of Candidacy period (Feb 5) we have no one running for Seat E – a candidate can declare as a write-in with me by 5pm on March 4.

**11.** Staff Quarterly Reports, 4Q 2023 a. CVFD, Fire Chief **Rob Mattson**; b. Parks & Recreation Department, Director **Duncan Chisholm**; c. City Investments, UBS Financial Services, **Chad Adams**; d. Cordova Chamber of Commerce, **Cathy Renfeldt**; e. Cordova Library, Director **Geraldine de Rooy**

## K. Correspondence

**12.** 01-10-24 Letter from Lynn and Jack Hopkins re address changes

**13.** 01-13-24 Letter from Gordon Jensen re address changes

**14.** 01-16-24 Letter from DCCED FY25 Population Determination

**15.** 01-17-24 Letter from Mary Underwood re address changes

**16.** 01-17-24 Letter from Penny Oswalt Stimson re address changes

**17.** 01-18-24 Letter of support for Breakwater Trail Park from CDFU

**18.** 01-18-24 Letter from Ivy Patton re address changes

**19.** 01-19-24 Letter from John and Patricia Wilson re address changes

**20.** 01-22-24 Letter from Joan Songer re address changes

## L. Ordinances and Resolutions

**21.** Ordinance 1215 An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$3,000,000 from the General Reserve Fund (Permanent Fund) to the Harbor Enterprise Fund to sustain cash flow for the remainder of the South Harbor Project – 1<sup>st</sup> reading

**M/Carpenter S/Kinsman** to adopt Ordinance 1215 an ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$3,000,000 from the General Reserve Fund (Permanent Fund) to the Harbor Enterprise Fund to sustain cash flow for the remainder of the South Harbor Project

**Carpenter** said we need access to cash to pay bills for the Harbor rebuild project and the idea is to borrow from ourselves and pay the interest back to the permanent fund. **Kinsman** asked about the interest that will be paid back. **Greenwood** said when we go to pay this back, we will bring a resolution memorializing the terms/interest. **Bailer** said he won't support this as written, he hoped it would be structured differently. He wanted the money moved to a short-term interest-bearing account and then the Harbor could draw funds as needed from it. **Schaefer** said she'd rather pay ourselves than the bank and as long as our accounts can handle this she is in favor. **Kinsman** wanted it understood that we need this cashflow because MARAD is extremely slow in processing our requests for reimbursement.

Vote on the motion: 4 yeas, 1 nay (Bailer), 2 absent (Sherman, Jones). Motion was approved.

**22.** Resolution 02-24-07 A resolution of the Council of the City of Cordova, Alaska authorizing the application and execution of a loan from the Alaska Drinking Water Fund in an aggregate amount not to exceed \$75,000 to finance the Water System Master Plan Project

**M/Ranney S/Carpenter** to approve Resolution 02-24-07 a resolution of the Council of the City of Cordova, Alaska authorizing the application and execution of a loan from the Alaska Drinking Water Fund in an aggregate amount not to exceed \$75,000 to finance the Water System Master Plan Project.

**Ranney** said it is a 100% forgiveness loan – sounds good to her. **Carpenter** agreed, no brainer, sounds like a good complement to the lead and copper survey that is being conducted, shocking that the current plan is from 1987 – great opportunity to get current. **Schaefer, Bailer, Kinsman**, all in support.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Sherman, Jones). Motion was approved.

**23.** Resolution 02-24-08 A resolution of the Council of the City of Cordova, Alaska authorizing the application and execution of a loan from the Alaska Clean Water Fund in an aggregate amount not to exceed \$75,000 to finance the Wastewater System Master Plan Project.

**M/Kinsman S/Ranney** to approve resolution 02-24-08 a resolution of the Council of the City of Cordova, Alaska authorizing the application and execution of a loan from the Alaska Clean Water Fund in an aggregate amount not to exceed \$75,000 to finance the Wastewater System Master Plan Project.

All Council members spoke in support. This was extremely similar to resolution 02-24-07.  
Vote on the motion: 5 yeas, 0 nays, 2 absent (Sherman, Jones). Motion was approved.

**M. Unfinished Business – none**

**N. New & Miscellaneous Business**

24. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

**Bourgeois** said **Stevens** and **Stutes** want to meet with Council Saturday March 2, she'll set that up. February 21 – PH on Ord 1215, Blake Phillips will be a guest speaker, also a resolution memorializing terms of loc in Ord 1215. There will also be an e.s. for Clerk evaluation.

**Bailer** said that as far as the work session tonight, he would like the City's emergency operations plan looked at again and maybe updated – during the pandemic he thought staff was running with the whole idea of declaring emergencies, etc. without consulting with Council. **Mayor Allison** said he would look it over and bring it back for Council approval.

**O. Audience Participation - none**

**P. Council Comments**

**Carpenter** said she'd like a joint meeting with PWSEDD, Council and Planning within next couple of months. They are working with Chugach Regional Resources on regional climate change response planning/coordination. Childcare solutions forum on February 23.

**Kinsman** was thankful for the work session. He is disheartened by the community because of the lack of interest in running for a vacant Council seat. He said it is not scary, we are a good group of people to work with, sometimes we disagree but we are civilized and professional.

**Ranney** said she appreciates **Sam** continuing to fill 2 roles, do 2 jobs, and doing them well, thanks to all staff and fellow council members.

**Bailer** said the Permanent Fund is intended to be the City's generational wealth, the only way to keep it going is to invest it well. Income from sale of City property is supposed to go into the permanent fund. We have to be more disciplined with it; we owe it to future generations to let it grow.

**Q. Executive Session**

25. Council discussion of City Manager's Contract and its terms and the contract terms for an Interim City Manager, which both involve matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

**M/Kinsman S/Carpenter** to go into an executive session for council discussion of City Manager's Contract and its terms and the contract terms for an Interim City Manager, which both involve matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

Vote on the motion: 4 yeas, 0 nays, 3 absent (Sherman, Schaefer, Jones). Motion was approved.

The meeting was recessed to clear the room. Council entered the executive session at 8:24 pm and invited the Manager, the Clerk and Human Resources Director **Sheryl Glasen** to discuss the Interim Manager contract terms. At 8:40 pm, staff left the executive session, Council and the Mayor discussed the City Manager's contract and its terms. Council came out of the executive session and the open session was reconvened at 8:49 pm. **Mayor Allison** said no decisions were made in the executive session.

**R. Adjournment**

Hearing no objection **Mayor Allison** adjourned the meeting at 8:50 pm.

Approved: April 17, 2024

Attest: \_\_\_\_\_  
Susan Bourgeois, City Clerk

**Regular City Council Meeting  
February 21, 2024 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order** – **Mayor David Allison** called the Regular City Council Meeting to order at 7:00 pm on February 21, 2024, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance** – **Mayor Allison** led the audience in the Pledge of Allegiance.

**C. Roll call** – Present for roll call were **Mayor David Allison** and Council members **Wendy Ranney**, **Anne Schaefer**, **Kristin Carpenter** and **Ken Jones**. Council members **Tom Bailer**, **Cathy Sherman**, and **Kasey Kinsman** were present via zoom videoconference. Also present were Interim City Manager **Samantha Greenwood** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Bailer S/Sherman** to amend the agenda by reversing the order of items 11 and 12.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

**M/Carpenter S/Schaefer** to amend the agenda by adding a discussion item of positions Council agrees on so they can discuss with Stutes and Stevens who are coming on the weekend. Add this as item 12a.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

Hearing no objection to approval of the agenda as amended, **Mayor Allison** declared it approved as amended.

**E. Disclosures of Conflicts of Interest and ex parte communications** – none

**F. Communications by and Petitions from Visitors**

1. Guest speakers – **Blake Phillips** of Alaska Permanent Capital Management, City's new investment advisor presented about investment policy and varying options for asset allocation.

2. Audience comments regarding agenda items

**Cathy Renfeldt** of the Chamber of Commerce spoke in support of the draft MOU that was in the packet for informational purposes. She said it was great working with **Sam** and **Megan** on this.

3. Chairpersons and Representatives of Boards and Commissions

a. PWSRCAC Highlights from January 24 Board Meeting, submitted by **David Janka**, City representative

4. Student Council Report – none

**G. Approval of Consent Calendar**

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member Ken Jones from the January 17, 2024 Regular Meeting

6. Council concurrence to appoint 2024 Election Board

Vote on the Consent Calendar: 7 yeas, 0 nays. Ranney-yes; Sherman-yes; Jones-yes; Schaefer-yes; Carpenter-yes; Kinsman-yes; and Bailer-yes. Consent Calendar was approved.

**H. Approval of Minutes** – none

**I. Consideration of Bids/Proposals/Contracts** – none

**J. Reports of Officers**

7. Mayor's Report – **Mayor Allison** reported: 1) he's been busy following AML updates on the legislature, a lot of focus has been on school funding and other school issues; 2) looking for an interim manager has been taking a little of his time also.

8. City Manager's Report – **Greenwood** reported: 1) **Stutes'** office reminded her to update, submit our projects into Capsis – she appreciates their help. She had a written report with other updates.

a. South Harbor Rebuild, project update, **Collin Bronson**

b. Draft MOU between City and Chamber of Commerce

9. City Clerk's Report notice to vote on these offices and propositions, prop 1 explanation, sample ballot – March 5, 2024 Regular Election

**Bourgeois** reported: 1) Election – early voting has begun, and it is fairly slow as expected, we will see how things go; 2) assessment notices will be in the mail March 6 – 30 day appeal period will close April 5; 3) Tiny Wings, Council had waived protest with conditions a while ago – they have met the first condition – paid in full all back taxes and utilities, they will still have to get a fire marshal inspection before they open for business; 4) Alaska Mariculture Alliance – she will bring an agenda item next meeting to appoint **Sean den Adel** as City representative, we are voting members.

#### K. Correspondence

10. 02-08-24 Letter from PWSRCAC requesting City representative appointment

11. 02-13-24 Letter from Parks & Rec Director inviting Council to Master Plan workshop

#### L. Ordinances and Resolutions

12. Resolution 02-24-09 A resolution of the Council of the City of Cordova, Alaska approving repayment terms of \$3 million borrowed from permanent fund to sustain cash flow for the remainder of the south harbor project

**M/Jones S/Schaefer** to approve Resolution 02-24-09 A resolution of the Council of the City of Cordova, Alaska approving repayment terms of \$3 million borrowed from permanent fund to sustain cash flow for the remainder of the south harbor project

**Jones** moved it to get on the floor for discussion. **Schaefer** said she appreciates the terms, she likes the idea of repaying ourselves coming from the Harbor Enterprise fund at 5% interest, it is short term and our investment advisor said it wouldn't have a huge impact on our fund – she is in support. **Sherman** said she is in support. **Bailer** wanted to clarify this is a short-term loan, not intended to permanent funding for the harbor project regardless of the grant situation. **Bailer** supports. **Kinsman** said this is straightforward, he wondered if Council has any appetite to raise the interest rate considering some of the banks are charging 7-9% and even higher. It is not a deal breaker for him to stick with 5%; he will support at 5%. **Carpenter, Ranney, Jones** all supported 5%, as did **Bailer**.

Vote on the motion: 7 yeas, 0 nays. Bailer-yes; Ranney-yes; Jones-yes; Schaefer-yes; Kinsman-yes; Carpenter-yes; and Sherman-yes. Motion was approved.

13. Ordinance 1215 An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$3,000,000 from the General Reserve Fund (Permanent Fund) to the Harbor Enterprise Fund to sustain cash flow for the remainder of the South Harbor Project – 2<sup>nd</sup> reading

**M/Jones S/Schaefer** to adopt Ordinance 1215 an ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$3,000,000 from the General Reserve Fund (Permanent Fund) to the Harbor Enterprise Fund to sustain cash flow for the remainder of the South Harbor Project

**Jones** said he supports this; he was glad to discuss the repayment first – it is unfortunate that we are having this cash flow problem, but he is in agreement with whatever we can do to support getting this project done timely and before fishing season. **Schaefer, Ranney, Carpenter** and **Sherman** all said they would support. **Kinsman** supports and grateful for staff work and saving us the interest – happy to push this out as a loan in our current market. **Bailer** supports and a few percentage points difference on a \$3 million loan is substantial.

Vote on the motion: 7 yeas, 0 nays. Schaefer-yes; Sherman-yes; Carpenter-yes; Jones-yes; Ranney-yes; Bailer-yes; and Kinsman-yes. Motion was approved.

#### M. Unfinished Business – none

#### N. New & Miscellaneous Business

14. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

**Bourgeois** said for next meeting: appointment of Dave Janka as PWSRCAC rep, appointment of Sean den Adel to AMA, as City rep, 2 resolutions for investment policy and asset allocation per model 6 of the presentation by Blake Phillips. At a future meeting, the council will revisit the Council attendance policy.

**13a.** Council added this item at approval of agenda – to get a list together of some items to mention when talking to Stutes and Stevens on March 2.

Council came up with the following: 1) BSA, base student allocation – we support a significant increase; 2) AMHOB Board appointments: we prefer Senate President and House Speaker recommends appointments not Governor; 3) Permanent Fund – we disagree with the proposal they are considering to borrow money to expand the PF; 4) School Bond Debt reimbursement – we support full funding; 5) Board of Fish, keep encouraging/supporting pro-hatchery appointees and ensure they continue to have meetings in Cordova and other fishing towns, they consistently try to schedule Anchorage meetings instead; 6) DoT recruitment/employment concerns, Cordova not fully staffed, like to see incentives considered for State employment; 7) Overall condition of Cordova's Roads based on #6 above – especially Whitshed, also #6 above affects our airport dramatically – important access in and out of here for people, fish, freight.

#### **O. Audience Participation - none**

#### **P. Council Comments**

**Bailer** said the University is subdividing a big piece of land they own by Eccles Lagoon – could be good for our land shortage situation. He is very excited about the investment manager and our new policy and asset allocation. CEC is upping their rates – which will affect the City budget significantly.

**Kinsman** looks forward to further discussion on our permanent fund – setting up the next generation for success. Appreciates the MOU work – we have a bright future marketing this beautiful building.

**Sherman** said she thinks we are making great progress. She said she paid 21% sales tax in OR today.

**Ranney** thanked **Sam** for doing more than 2 jobs well – and the work on the MOU is great.

**Carpenter** said she is also super pleased about the MOU. She mentioned that Nicholoff is one of the best roads in town and when we did the resurfacing there some commented, just give the plans to local contractors, we don't need engineers – but because it was engineered with a crown and drainage and such, it has held up, so hopefully a well-engineered Whitshed will also last. Drainage is key to success in paving roads.

**Jones** appreciates tonight's discussions, and the support for the Harbor project – appreciates full Council attendance.

**Schaefer** thanked **Sam** and all of staff, appreciated **Blake's** presentation. Thanked **Collin** for his hard work – it is satisfying to see the progress at the Harbor.

#### **Q. Executive Session**

**14.** Council discussion of Interim City Manager Applicants, a subject that tends to prejudice the reputation and character of a person(s); provided that the person(s) may request a public discussion

**15.** Council discussion of City Manager's Contract, a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

**16.** Council Annual Review of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public session

**M/Schaefer S/Carpenter** to go into an executive session for council discussion of :

Interim City Manager Applicants, a subject that tends to prejudice the reputation and character of a person(s); provided that the person(s) may request a public discussion; City Manager's Contract, a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City; and Annual Review of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public session

Vote on the motion: 7 yeas, 0 nays. Motion was approved.



The meeting was recessed to clear the room at 9:16 pm.

Council entered the executive session at 9:21 pm and Council came out of the executive session and the open session was reconvened at 9:51 pm.

**Mayor Allison** said they discussed the Interim Manager applicants, and they will continue advertising and **Sam Greenwood** will remain Interim until another decision is made. All applicants are still in the running.

**Mayor Allison** said they discussed the City Manager's contract and decided they will revisit that at the second April meeting – no action taken at this time.

**M/Schaefer S/Jones** to approve/accept the Annual Evaluation of the City Clerk.

**Mayor Allison** said along with that he and Council member **Schaefer** will meet with City Clerk to discuss the review/present it to her.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

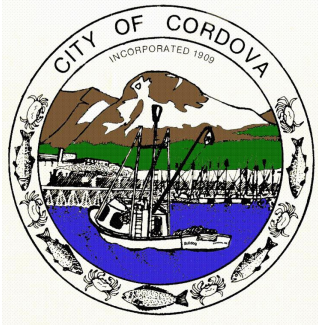
### **R. Adjournment**

Hearing no objection **Mayor Allison** adjourned the meeting at 9:53 pm.

Approved: April 17, 2024

Attest: \_\_\_\_\_  
Susan Bourgeois, City Clerk

DRAFT



**AGENDA ITEM 6**  
**City Council Meeting Date: 4/17/24**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 04/10/24  
**ITEM:** Resolution 04-24-18 approving license for a mobile restaurant  
**NEXT STEP:** Majority voice vote or roll call vote of consent calendar

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ORDINANCE                       RESOLUTION  
 MOTION                                 INFORMATION

---

- I. REQUEST OR ISSUE:** Resolution approving license for a mobile restaurant.
- II. RECOMMENDED ACTION / NEXT STEP:** Council motion to approve Resolution 04-24-18.
- III. FISCAL IMPACTS:** This would allow the startup of a new business in Cordova that would contribute to sales tax revenue as well as enhance the food choices for citizens of and visitors to Cordova. The business plan also mentions using local seafood which would seem to appeal to tourists from outside Cordova and Alaska.
- IV. BACKGROUND INFORMATION:** Prospective business owner and requester of the mobile restaurant license, Breana Gecan, has provided a business plan and offered pictures and dimensions of the food truck. She is leasing space from CTC in the old CoHo lot across the street from the Cordova Center, she has provided a copy of the lease.
- V. LEGAL ISSUES:** Cordova Municipal Code chapter 6.16 attached.
- VI. SUMMARY AND ALTERNATIVES:** Council can approve the resolution or not approve. If any member wants to discuss he should pull the item from the consent calendar.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-24-18**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE LICENSE FOR A MOBILE RESTAURANT FOR BREANA GECAN, DBA  
COASTAL CRAVINGS LLC**

**WHEREAS**, CMC 6.16.010 defines a mobile restaurant as any restaurant or other stand, vehicle or cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public rights-of-way, or upon private property not in a structure affixed to the land; and

**WHEREAS**, applicants for mobile restaurant licenses shall be denied a license unless the applicant demonstrates to the council that public convenience and necessity will thereby be enhanced without causing undue risk or harm to the public health or safety; and

**WHEREAS**, operators of a mobile restaurant in Cordova must abide by Cordova Municipal Code Chapter 6.16.050 which reads as follows:

- A. A mobile restaurant may not be stopped or positioned in a manner or location that will congest or impede the flow of traffic or otherwise interfere with the use of the streets or access-ways by the public.
- B. A mobile restaurant selling foods that are dispensed or wrapped in disposable containers or packages shall be equipped with a sufficient number of accessible receptacles for disposal of litter produced by sales, and the operator shall police all resulting litter from each area of operation.
- C. A mobile restaurant may not be operated from any location on a public street, alley or right-of-way for a period of time in excess of two hours, unless the operator acquires written permission from the city manager to operate for a longer designated period of time to provide service to the public.
- D. A mobile restaurant may not be operated in front of or immediately adjacent to an established business offering the same or similar commodities from a fixed location.
- E. The overall dimensions of a mobile restaurant shall not exceed a length of twenty-five feet, a width of up to but not exceeding eight feet, nor a height of eleven feet, and the mobile restaurant must be licensed and registered with the state. The gross weight of the mobile restaurant shall not exceed ten thousand pounds.

**WHEREAS**, Breana Gecan has made application to the Clerk to operate a mobile restaurant.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Cordova, Alaska, does hereby approve the application of Breana Gecan, dba Coastal Cravings, LLC, for a license to operate a mobile restaurant in Cordova.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF APRIL 2024**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

Dear Cordova City Council,

I, Breana Gecan, and am applying for the Cordova city Business license. I plan to operate the food truck under the name "Coastal Cravings". I'm hoping to be open everyday for lunch and dinner. I have full ownership of my food truck and have the title. I have a fire suppression system built in. The truck is overall 16' and includes a burner, griddle, two deep fryers and is up to code with its sinks, drainage and refrigeration.

My menu will include salmon, halibut, and chicken wraps. Poke bowls. Fish and chips. Fish tacos. Fish sandwiches.

I have a signed lease with CTC for lot 604 main st. This is the lot next to the Alaskan. I have a copy of my lease attached.

I have my state business license. I have filed for a food establishment permit with the state and I am currently waiting for a response. I have completed my food management training and I am scheduled to take the certification test on April 11th. I will not be opening until these are completed.

I've worked in the food industry most of my life and intend on keeping high standards for my food truck and the food produced. I look forward to serving Cordova and providing an option for Alaskan fish for our community and for those who visit.







**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

**Coastal Cravings LLC**

PO 473, Cordova , AK 99574-0473

owned by

Coastal Cravings LLC

is licensed by the department to conduct business for the period

April 1, 2024 to December 31, 2025  
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Julie Sande  
Commissioner





# Certificate of Completion

Awarded to

**Breana Gecan**

For successfully completing

**Food Safety Manager Training**

1dd8i3-jk7e78j

Certificate Verification Number

Apr 10, 2024

Issue Date (valid for 5 years)

John Comly  
CEO, StateFoodSafety  
711 Timpanogos Pkwy; Orem, UT



Scan with a smart device to verify.

**⚠ CAUTION! This training certificate is not the Food Manager Certification.**

You have completed the Food Safety Manager Training. If you are required to get the Food Manager Certification and only purchased the Food Safety Manager Training, you can purchase the exam and schedule a proctored session at [statefoodsafety.com/fsm](https://statefoodsafety.com/fsm). If your area has a Demonstration of Knowledge requirement, check with your health department for any additional steps you need to take beyond completing this training.

**This training certificate meets "Demonstration of Knowledge" requirements.**

If your health department has a Demonstration of Knowledge requirement, it's likely that your workplace will be inspected by the health department at least once. Be sure to keep a copy of this certificate (above) on file to show the health inspector that you have received comprehensive food safety training and are prepared to effectively lead and train your staff in safe food handling procedures.

## LEASE AGREEMENT

THIS LEASE AGREEMENT, effective this 1st day of April, 2024, is by and between Coastal Cravings ("Lessee") and Cordova Telephone Cooperative, Inc. ("Lessor").

### **PREMISES**

- A. Lessee operates facilities that provide food, event, and retail services to the public in and about the Cordova area.
- B. Lessee wishes to place equipment and attachments ("Equipment") on Lessor's property for the purpose of providing such services.
- C. Lessee wishes to secure a short-term leasehold estate from Lessor who is agreeable to entering into a short-term lease agreement with Lessee for the purpose set forth above.
- D. The premises to be leased are located at the 604 1<sup>st</sup> Street, Cordova Alaska 99574.
- E. The specific space or area leased is described in Exhibit A ("Property").

NOW THEREFORE, in consideration of the premises and of the mutual agreements set forth below, the parties agree as follows:

**1. Property:** Lessee agrees to lease from Lessor; and Lessor agrees to lease to Lessee, the Property. Lessee's use of the Property shall be for the purposes of operating facilities to provide food, event, and retail services to the public in and about the Cordova area and for no other purpose without the written consent of Lessor. Lessee shall be responsible for locating itself within the boundaries of the Property. Lessee may not assign its interest without having first obtained Lessor's prior written approval.

**2. Term of Leasehold.** The term of the leasehold shall be for up to one (1) month, commencing on the execution day of this Lease. The parties may mutually agree in writing to extend the term of the lease. At the expiration of the lease term, Lessee will promptly vacate the Property. Lessee is responsible for returning the Property to Lessor in the same or similar condition as when Lessee took possession of the Property and free of garbage, spills, or other damage. Should Lessor fail to timely vacate the property at the expiration of the lease period, Lessor may raise the Rental Rate and take all legal actions necessary to remove Lessee from the premises.

**3. Rental Rate.** The rental rate for the parcel shall be fifty (\$50.00) dollars per month. Rent shall be paid monthly in advance by the 10th day of the month, or the

next business day should the 10th occur on a weekend or holiday. Rent for the first month shall be payable upon signing of this agreement and prorated based on the number of days remaining in the first monthly rental period. The parties may mutually agree in writing to update the amount of monthly rent for any extended terms.

4. **Utilities.** Lessor shall arrange for Lessee to have physical access to electrical power in order for Lessee to install and operate its Equipment. Lessee shall be responsible for setting up separate utility accounts, including water, sewer, garbage and electric, etc., in Lessee's name and for paying all related utility charges.

5. **Hold Harmless Insurance.** Lessee shall defend and hold Lessor harmless from any and all claims whatsoever arising out of Lessee's operation of the facilities and its food, event and retail service equipment that is located upon the leased parcel. To protect Lessor from risk of loss, Lessee shall at all times maintain liability insurance reasonably acceptable to Lessor. Such insurance policy or policies shall include comprehensive liability insurance and property damage insurance in amounts reasonably acceptable to Lessor, with a certificate that said insurance may not be canceled unless upon thirty (30) days prior written notice to Lessor. Lessee shall, at its sole cost, secure all permits and authorizations required by any and all federal, state and local governmental entities for construction and operation of its facilities and equipment.

6. **Warranty of Estate.** Lessor is the sole owner of the Property which is the subject of this Agreement and there are and shall be no encumbrances upon the parcel which would defeat, qualify, or compromise Lessee's leasehold interest.

7. **Events of Default.** Any breach of any terms or conditions of this agreement shall constitute an event of default, and if said "event of default" is not substantially cured within thirty (30) days of written notice thereof, then in that case, Lessor may in addition to any and all other remedies at law or equity, declare the lease terminated and take possession of any and all equipment and improvements that Lessee has remaining upon the premises subject to a right of redemption.

8. **Notices.** Any notice to be given under this Lease Agreement shall be in writing, and shall be either hand-delivered or mailed, postage prepaid, as follows:

Lessee

Coastal Cravings  
P.O. Box 473  
Cordova, AK 99574

Lessor

Cordova Telephone Cooperative, Inc.

611 2<sup>nd</sup> Street  
P.O. Box 459  
Cordova, AK 99574  
Attn: Christi Banks

9. **Disputes.** In the event of any dispute regarding compliance with this Agreement or breach thereof, either party may elect to utilize arbitration to resolve the dispute. Arbitration will be conducted under auspices of the American Arbitration Association. This clause does not limit a party's right to terminate the lease for breach. The laws of Alaska shall govern any dispute, and any dispute resolution shall occur in Anchorage, Alaska.

10. **Liens.** Lessee hereby covenants and agrees not to permit any materialmen's, mechanic's, or other liens or any charges or assessments growing out of any act or obligation on the part of the Lessee to become effective against the leased premises, or any part thereof during the term of this agreement or any renewal thereof, unless such liens are being contested by Lessee in good faith.

11. **Lawful Purposes.** Lessee covenants and agrees that they will not permit or suffer any person or persons to use, exercise, carry on or follow in or upon the property described for any unlawful purposes.

12. **No Interfering Uses.** Lessor shall ensure that all other activities at this site will not limit or interfere with Lessee's ability to provide food services and to access its equipment at this site.

13. **Reservation of Rights.** Lessor reserves the right to grant to others, including Lessor, the rights and privileges to use the premises not specifically and exclusively granted to the Lessee. The rights and privileges granted to the Lessee in this lease are the only rights and privileges granted to the Lessee by this lease. The Lessee has no easements, rights or privileges, expressed or implied other than those specifically granted by this lease.

14. **Valid Existing Rights.** This lease is entered into and made subject to all valid existing rights, including easements, rights of way, reservations, or other interests in the premises, in existence on the date the lease is entered into.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the Parties have executed this agreement on the month, day, and year first above written.

LESSOR:

By: *Breana Gecan*  
Its: BREANA GEKAN

LESSEE:

By: *Jeremiah Beckett*  
Its: Jeremiah Beckett

STATE OF ALASKA )  
 ) ss.  
3<sup>RD</sup> JUDICIAL DISTRICT )

The foregoing was acknowledged before me this 1<sup>st</sup> day of April,  
2024, by *Breana Gecan*, the \_\_\_\_\_ of  
*CS*. Breana Gecan, owner Coastal Cravings and  
Jeremiah Beckett, CEO Cordova telecom



*Christi Banks*  
Notary Public in and for the State of Alaska  
My commission expires: 3/23/2026

EXHIBIT A  
LEASED PROPERTY DESCRIPTION

The leased space consists of the empty lot shown below.



---

**Location**  
604 1<sup>st</sup> Street, Cordova Alaska, 99574.

# *Cordova Volunteer Fire Department*

FIRE CHIEF ROB MATTSON

P.O. Box 304  
Cordova, Alaska 99574  
(907) 424-6117 or (907) 424-6100  
Fax (907) 424-3473  
email: [fire@cityofcordova.net](mailto:fire@cityofcordova.net)



April 10, 2024

Mayor David Allison  
Cordova City Council

Please include this as an action item for the City Council meeting on April 17, 2024.

The Cordova Volunteer Fire Department is requesting confirmation of the following elected Chief Officers as of April 4, 2024, during our annual Department elections, it is with great pleasure to announce.

Fire Chief - Rob Mattson.

Mr. Rob Mattson has been a member of the CVFD since 1990 and has been Elected Fire Chief of our Organization, Mr. Mattson and has been an Elected Deputy Fire Chief for 6 years in the past and is the City's Fire Chief for 4 years has over 30 experience in the Emergency Services.

Deputy Fire Chief – Stephen Phillips

Mr. Stephen Phillips has been an active member of the CVFD since 2015. Moved up in Ranks from Firefighter to Lieutenant to Captain of the Engine Companies and now has been Elected Deputy Fire Chief of the Organization.

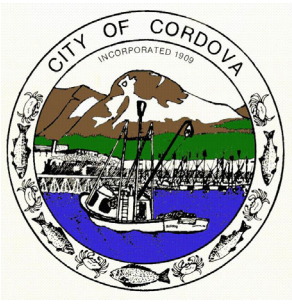
In accordance with Article III, Section I of the CVFD department constitution ("The Chiefs shall not take office until confirmed by authorities set up by the City Ordinance") and accordance with Title 3 of the City Municipal Code.

3.20.020 - Fire department—Appointment of officers and members.

The Chief of the Fire Department and Deputy Chief shall be elected annually by the members of the department subject to confirmation by the council. Each shall hold office for one year, or until his successor has been duly elected, except that he may be removed by the council for cause after a public hearing. The paid firefighter shall be a full-time salaried employee appointed by the city manager, who shall, in making such appointment, take into consideration recommendations of the members of the department, and said firefighters shall hold office during good behavior, and may be removed by the council only for cause after a public hearing.

Sincerely

CVFD Board of Managers  
Mary Underwood, Tony Lutes, Ben Martin



# CITY OF CORDOVA

April 4, 2024

Memo to City Council  
Re: Termination of Agreement

***City Manager Employment Agreement, Section 3 “Termination of Agreement” (d) says:***

*If physical or mental condition renders MANAGER unable to perform the essential functions of MANAGER’s position for a period of 12 weeks in any 12-month period, City may terminate this Agreement by providing not less than sixty (60) days’ notice, or salary in lieu of notice. Such termination shall be without prejudice to any disability benefits otherwise payable under City plans or policies then applicable. Nothing in this paragraph shall be construed to preclude City from filling MANAGER’s position with a non-temporary employee under the “key employee” concept articulated in the Family and Medical Leave Act, whether or not the Act applies.*

On April 4, 2024, Mayor Allison noticed Helen Howarth of Council’s intent to enact Section 3 (d) of the City Manager Employment Agreement between City of Cordova and Helen Howarth.

Council action is required to ratify this decision.

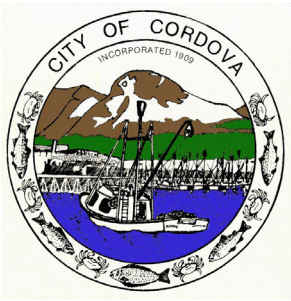
**Recommended action:** Voice Vote.

I move to ratify the enactment of Section 3(d) of the City Manager Employment Agreement and place Helen Howarth on 60 days’ notice of the termination of the agreement effective April 4, 2024.

Thank you,

Sheryl Glasen  
Human Resources Director





# CITY OF CORDOVA

April 17, 2024

Memo to City Council

Re: City Manager Contract – Samantha Greenwood

***Charter of the City of Cordova, Alaska, Article III, Section 3.1 “City manager, Appointment, term, qualification, removal.” says:***

*There shall be a city manager who shall be appointed by a majority vote of all members of the council to serve at the pleasure of the council for an indefinite term. The council shall make the appointment based solely on executive and administrative qualifications. At the time of appointment, the manager need not be a resident of the city or state, but during the term of appointment as city manager, shall be a resident of the city. Neither the mayor nor any council member may be appointed city manager or acting city manager during the term for which the mayor or council member shall have been elected nor within one year after the expiration of the term of office. The council may suspend or remove the city manager at any time by a vote of a majority of all its members<sup>1</sup>*

On April 3, 2024, City Council directed Mayor Allison to negotiate a contract with Samantha Greenwood for the position of City Manager. A summary of the nature and quantity of the performance the city shall receive is set forth in the attached agreement. The Employment agreement has been reviewed by the City’s legal counsel.

**Recommended action:** Voice Vote.

I move to approve the contract with an annualized salary of \$\_\_\_\_\_ with Samantha Greenwood for services as City Manager for the community of Cordova Alaska effective April 17, 2024.

Thank you,

Sheryl Glasen  
Human Resources Director

**CITY MANAGER  
EMPLOYMENT AGREEMENT EFFECTIVE FEBRUARY 15, 2023**



This CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into effective April 17, 2024 by and between the City of Cordova (“CITY”) and Samantha Greenwood, PO Box 2551, Cordova, Alaska (“MANAGER”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, City agrees to employ MANAGER as its City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment. City agrees to employ MANAGER, and the MANAGER agrees to be employed by the City in the position of City Manager. MANAGER is an at-will employee who serves at the pleasure of the City Council. MANAGER shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Charter of City, the Cordova Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. MANAGER shall maintain residency in City during the entire term of this Agreement.
2. Term. This Agreement shall commence as of April 17, 2024, and shall expire on April 17, 2027, unless terminated earlier in accordance with Paragraph 3. The term may be extended upon mutual written agreement of the parties.
3. Termination of Agreement.
  - (a) MANAGER's employment under this Agreement is terminable at will and at any time by City, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by MANAGER that she holds the position of City Manager and serves as City Manager at the will of the Council. Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of MANAGER's employment by the City Council.
  - (b) MANAGER shall provide City with written notice of her resignation no less than sixty (60) days prior to the effective date of her resignation or prior to termination of this Agreement. MANAGER will remain on site and in service for the notice period. At its option, City may pay salary in lieu of service through the effective resignation date, but on no account shall MANAGER receive compensation in lieu of service for a period longer than sixty (60) days regardless of the length of notice provided by MANAGER. If MANAGER resigns without providing such notice, then MANAGER shall forfeit all benefits which MANAGER otherwise would

have been entitled to receive upon resignation under this Agreement, including payment of unused accrued annual or sick leave.

- (c) This Agreement shall terminate automatically and immediately upon MANAGER's death. City shall pay any unused accrued annual and sick leave, and salary earned to the personal representative of MANAGER's estate.
- (d) If physical or mental condition renders MANAGER unable to perform the essential functions of MANAGER's position for a period of 12 weeks in any 12-month period, City may terminate this Agreement by providing not less than sixty (60) days' notice, or salary in lieu of notice. Such termination shall be without prejudice to any disability benefits otherwise payable under City plans or policies then applicable. Nothing in this paragraph shall be construed to preclude City from filling MANAGER's position with a non-temporary employee under the "key employee" concept articulated in the Family and Medical Leave Act, whether or not the Act applies.

#### 4. Severance.

- (a) In the event that City terminates MANAGER's employment under this Agreement without cause, City shall pay MANAGER a lump sum as severance pay equal to three (3) months' aggregate salary and the monetized cost of insurance benefits paid by City on MANAGER's behalf, minus applicable deductions and withholding. MANAGER shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.
- (b) In the event City terminates MANAGER's employment for cause, or if MANAGER resigns her employment, regardless of cause, then MANAGER shall receive no severance pay from City. Any of the following shall constitute "cause" for termination: (i) MANAGER's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, or maintain her Cordova residency as required by this Agreement; (ii) MANAGER's intentional failure to obey any lawful directive of the Council; (iii) MANAGER's intentional failure to comply with the Charter of City or with the Cordova Municipal Code; (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on MANAGER's position as City Manager, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct; or (v) any other acts or omissions of MANAGER which constitute "cause" under Alaska law.

5. Compensation. City agrees to pay MANAGER for her services an annualized salary of XXX,XXX Thousand Dollars (\$XXX,000.00) payable in near-equal installments in the same manner and schedule as other employees of City. All compensation paid to MANAGER shall be subject to required employment deductions, taxes and contributions. This salary amount shall be effective for the term of the Agreement, subject to annual review by the City Council. MANAGER shall receive any and all salary increases, such as COLA adjustments, given to all other exempt employees of City during the term of this Agreement.
6. Exempt Position. MANAGER acknowledges that the position of City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such MANAGER is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, MANAGER acknowledges that the specified work hours and work week may differ depending on the needs of City, and that MANAGER may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or her designee for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.
7. Benefits. MANAGER shall be entitled to participate in City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of City, subject to City's right to amend or terminate such benefits at any time.
8. Retirement Benefits. Manager shall be enrolled in the Alaska Public Employees Retirement System (PERS) during the term of this Agreement, so long as the City participates in the System.
9. Paid Time Off.
  - (a) Holidays – MANAGER shall receive regular pay for recognized holidays specified in the Cordova Municipal Code.
  - (b) Annual Leave – MANAGER shall accrue annual leave at a rate of 18.92 hours per month. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. All accrued annual leave shall be cashed out upon separation, subject to the limitations of Section 8 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the Mayor for signature.
  - (c) Medical Leave – MANAGER shall accrue medical leave at a rate of 20 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of MANAGER's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 8 hereof. For an absence due to sudden illness or other unanticipated events, MANAGER shall telephone the Mayor or the designated City Council representative as soon as

possible.

- (d) Miscellaneous – Annual and sick leave both accrue during the period of time MANAGER is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

10. Expenses.

- (a) Cell Phone – City will provide MANAGER with a cell phone for ease of contact of MANAGER during non-traditional work hours and particularly for use where the work of City requires travel outside of City, subject to City policy and public recordkeeping requirements.
- (b) Laptop Computer – City will provide MANAGER with a laptop or other portable computing device. All such devices shall be used by MANAGER for the sole and exclusive purpose of conducting official business and maintaining the operations of City. Use of all such devices is subject to City's policies regarding computer and internet use.
- (c) Professional Dues – City shall pay for professional dues for ICMA membership, and other subscriptions or dues for participation in national, regional, state, and local associations and organizations for MANAGER's continued professional growth and advancement, as may be approved by the Council.
- (d) Travel – MANAGER shall be reimbursed for travel to out of town meetings or professional development as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council, subject to City's expense documentation and reimbursement practices.

11. Confidentiality. MANAGER recognizes that the City Manager will receive and have access to information of a confidential nature. MANAGER agrees any confidential information obtained as a result of the City Manager position will be maintained as confidential to the extent authorized by law.

12. Indemnification. City shall indemnify, hold harmless and defend MANAGER against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by MANAGER acting in the course and scope of performing her official duties during the duration of her employment with City under this Agreement; provided, however, that City shall not be obliged to indemnify, hold harmless or defend MANAGER against any such claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of City, constitute dishonesty, fraud, or criminal misconduct. It is the intention of the parties that MANAGER shall be covered under the applicable City public officials' liability policy. The provisions of this Paragraph 12 shall survive the termination, expiration or other end of this Agreement and/or the MANAGER's employment with City.

13. Conflict of Interest. MANAGER will be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of her position as City Manager. MANAGER shall not use her position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father, or business with which MANAGER is associated. MANAGER shall not solicit or receive money for advice or assistance given in the course of her public employment. MANAGER may not represent a client for a fee before the City Council.
14. Other Employment. MANAGER acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. MANAGER shall not undertake employment with any person or entity other than Cordova without prior written approval of the City Council.
15. Performance Evaluation. The City Council shall evaluate the performance of MANAGER no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to MANAGER.
16. Choice of Law; Exclusive Venue. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and City, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.
17. Assignment. This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.
18. Integration and Modification. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties.
19. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
20. Waiver. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.
21. Amendment. This Agreement may be amended in writing by mutual agreement of the Parties.

- 22. Applicability of City Personnel Regulations. The Cordova Municipal Code and any Personnel Regulations as they may exist from time to time shall govern this Agreement; provided, however, that the provisions of this Agreement shall take precedence in any area specifically addressed by this Agreement when there is a conflict between the Code, Regulations and this Agreement.
- 23. Employee's Certification. MANAGER hereby certifies that s h e has received a copy of this Agreement and the Cordova Municipal Code and any applicable employment policies and procedures. MANAGER further certifies that she has had the opportunity to be represented by independent counsel in the negotiation of this Agreement, has read the full Agreement, and understands the meaning and legal consequences of this Agreement.
- 24. Signatures. The Parties agree that a facsimile signature shall have the same force and effect as an original signature. This Agreement may be executed in counterparts and all counterparts so executed shall constitute one agreement which shall be binding on the Parties.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Mayor and duly attested by its City Clerk, and Samantha Greenwood has executed this Agreement for and on behalf of herself, on the day and year first written above.

CITY OF CORDOVA

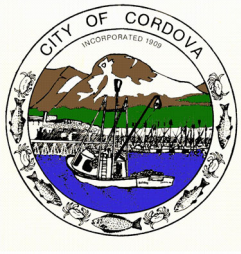
MANAGER

BY: \_\_\_\_\_  
David Allison, Mayor

BY: \_\_\_\_\_  
Samantha Greenwood, City Manager

ATTEST:

BY: \_\_\_\_\_  
Susan Bourgeois, City Clerk



**Susan Bourgeois, CMC**  
**City of Cordova**  
**Office of the City Clerk**  
Cordova, AK 99574  
601 First Street \* PO Box 1210

Phone: 907.424.6248  
Cell: 907.253.6248  
E-mail: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

## CITY CLERK'S REPORT TO COUNCIL

*April 17, 2024 Regular Council Meeting*

**Property Assessments/Taxation:** BOE was held on April 15. Property Tax Roll will be certified at one of the May Meetings. Then Council must set the mill rate by June 15.

**Board/Commission Vacancies:** awaiting a few more applications to bring an agenda item to Council. Please continue to ask people if they are interested in either Parks & Rec or PWSAC.

Mayor Allison and the City Council are soliciting applications to fill 2 seats on the Parks and Recreation Commission (terms through Nov '24 and Nov '26), and to fill the City Representative to the PWSAC Board (term through Sept '24)

PWSAC rep cannot be an Area E salmon permit holder, a processing industry interest or native organization interest

please fill out an application on the City website or email [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net) or call 907-424-6248

Council will fill seats as applications are received

**Calendar:** notice on the calendars, May 1 meeting conflicts with a paying event at the Cordova Center – we will fill in with a special meeting, let's discuss dates that work at Pending Agenda. At first June meeting we will discuss canceling 2<sup>nd</sup> June meeting due to it falling on a holiday (Juneteenth) or rescheduling it or filling in with a special meeting later in June.



**To: Mayor and City Council**  
**From: Robert Mattson, Fire Chief**  
**Date: April 9 2024**

## **CORDOVA VOLUNTEER FIRE DEPARTMENT**

### **Quarterly Report**

In this first quarter of 2024. The Cordova Volunteer Fire Department responded to 50 Emergency Calls for service for a total of 305.5 member hours. Including emergency calls, the department participated in the regular Thursday night meetings, public education, and other activities for a total of **1392.5** member hours.

Not included in the total Member Hours are the On-Call Status for EMS and Fire Officer on Duty of **8320** hours.

Synopsis of notable training during the first quarter, 5 community members were taught Emergency Medical Technician (EMT). For Thursday night training, volunteers were trained in ice rescue and recovery, hypothermia , vehicle extrication, structure salvage and overhaul, I/O training (the thing we drill into bones to inject I/V fluids) and new updated EMS protocols and procedures.

Please see detailed monthly activity sheets attached for more information on fire department activities.

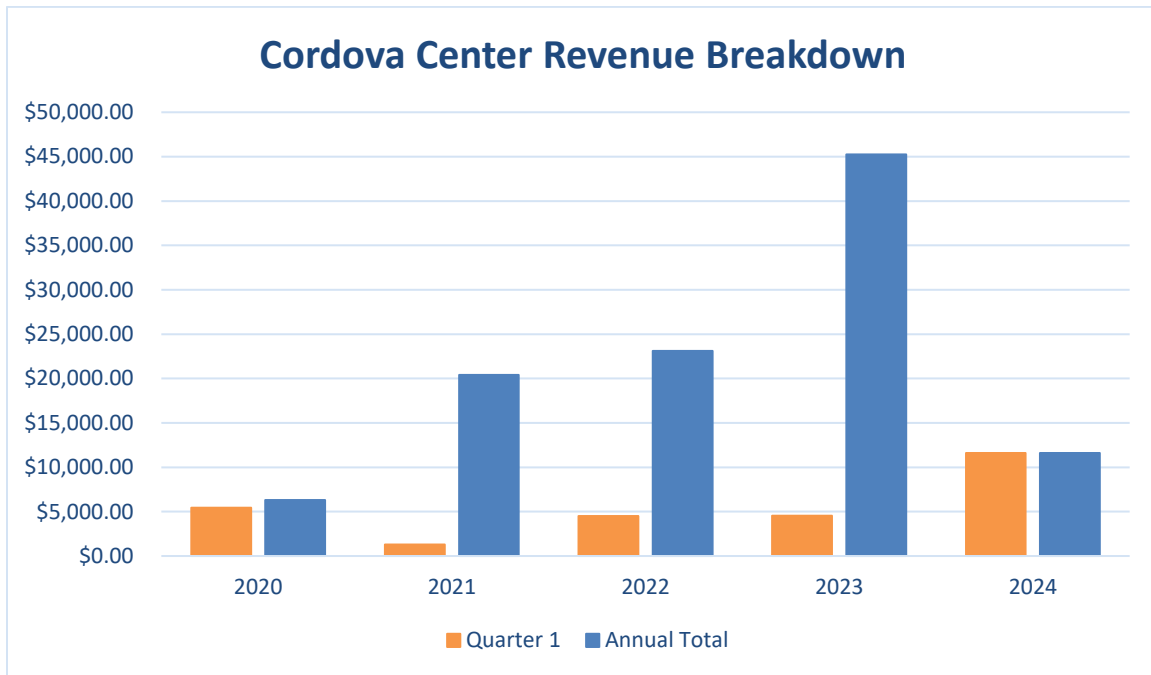
<b>January 2024 Activity</b>		<b>Attendance</b>	<b>Hours</b>	<b>Total People Hours</b>
<b>Date</b>	<b>Thursday Meetings</b>			
1/18/24	Ice rescue	11	3	33
1/25	IO training/ protocols	11	4	44
	<b>Total</b>			<b>77</b>
<b>Date</b>	<b>Public Education Taught</b>			
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other Activities</b>			
1/27	emt class	12	4	48
1/10	emt class	7	4	21
1/12	emt class	7	4	21
1/15	emt class	8	4	32
1/17	emt class	9	4	36
1/19	emt class	8	3	24
1/22	emt class	9	4	36
1/24	emt class	10	4	40
1/26	emt class	10	3	30
1/29	emt class	10	4	40
	<b>Total</b>			<b>328</b>
<b>Date</b>	<b>Fire Runs</b>			
1/31	24-001 sparks coming from drier vent	6	1	6
	<b>Total</b>			<b>6</b>
<b>Date</b>	<b>Amb. Runs</b>			
1/4	24-001 Welfair check	2	1	2
1/5	24-002 Fall	5	1	5
1/7	24-003 Throwing up	3	1	3
1/8	24-004 Medical response	3	1	3
1/9	24-005 Fall	4	2	8
1/9	24-006 Medical response	2	1	2
1/9	24-007 Fall	3	2	6
1/9	24-008 lift assist	5	2	10
1/15	24-009 Medical transport	3	1	3
1/15	24-010 DT	2	1	2
1/16	24-011 Medical transport	3	3	9
1/18	24-012 Head injury	2	1	2
1/18	24-013 ear injury	2	1	2
1/20	24-014 Possible heart attack	2	2	4
1/23	24-015 Vertigo	2	1	2
1/24	24- 016 Medical transport	3	2	6
1/26	24-017 Unresponsive	8	2	16
1/26	24-018 Medical transport	3	1	3
1/29	24-019 Unresponsive	3	3	9
	<b>Total</b>			<b>97</b>
<b><u>Total hours for the month of January</u></b>				<b>508</b>

<b>February 2024 ACTIVITIES</b>		Attendance	Hours	Total People Hours
<b>Date</b>	<b>Thursday Meetings</b>			
2/1	Px package	9	3	27
2/9	Business Meeting	18	0.5	9
2/17	CVFD Annual Banquet	13	2	26
2/29	Hypothermia	13	3	39
	<b>Total</b>			<b>101</b>
<b>Date</b>	<b>Public Education Taught</b>			
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other</b>			
2/10	dive training	4	1.5	6
2/10	utility light sar closet	1	1	1
2/10	medical	2	1	2
2/28	M7 inventory	3	1	3
2/29	M7 inventory	3	1	3
2/7	emt class	9	4	36
2/9	emt class	8	4	32
2/10	emt class	8	3	24
2/12	emt class	8	4	24
2/14	emt class	8	4	24
2/16	emt class	7	3	21
2/19	emt class	6	4	24
2/21	emt class	7	4	28
2/23	emt class	7	4	28
2/26	emt class	7	3	21
2/28	emt class	6	4	24
	<b>Total</b>			<b>301</b>
<b>Date</b>	<b>Fire Runs</b>			
2/17	24-002 drier fire	10	3	30
2/10	24-003 person locked in room	<b>4</b>	<b>0.5</b>	2
	<b>Total</b>			<b>32</b>
<b>Date</b>	<b>Ambulance Runs</b>			
2/1	24-020 life alert	6	1	6
2/6	24-021 medical response	3	1	3
2/15	24-022 heart palp.	4	2	8
2/18	24-023 medical transport	2	4	8
2/20	24-024 head injury	6	1	6
2/20	24-025 altered mental status	4	1	4
2/21	24-026 injured ankle	3	1	3
2/21	24-027 mental health crisis	3	2	6
2/24	24-028 possible heart attack	4	2	8
2/27	24-029 medication issue	5	1.5	7.5
2/28	24-030 dizzy	4	2	8
2/29	24-031 vomiting	3	1	3
	<b>Total</b>			<b>70.5</b>
<b>Total hours for the month of February</b>				<b>505</b>

March 2024 Activity				Attendance	Hours	Total People Hours
<b>Date</b>	<b>Thursday Meetings</b>					
3/7	Protocols			12	2	24
3/14	salvage and overhaul			13	3	39
3/28	vehical extracation			12	3	36
			<b>Total</b>			<b>99</b>
<b>Date</b>	<b>Public Education Taught</b>					
			<b>Total</b>			
<b>Date</b>	<b>Other Activities</b>					
3/31	refuel M8			1	0.5	0.5
3/1	emt class			7	4	21
3/4	emt class			5	4	20
3/6	emt class			7	3	21
3/8	emt class			6	4	24
3/11	emt class			6	4	24
3/13	emt class			7	4	28
3/15	emt class			7	4	28
3/18	emt class			7	3	21
3/20	emt class			7	4	28
3/22	emt class			7	3	21
3/25	emt class			7	4	28
3/27	emt class			7	4	28
3/29	emt class			5	4	20
			<b>Total</b>			<b>312.5</b>
<b>Date</b>	<b>Fire Runs</b>					
3/16	24-004 fuel leak					
3/28	24-005 stack fire			7	2	14
3/15	24-006 oil sheen			1	1	1
			<b>Total</b>			<b>15</b>
<b>Date</b>	<b>Ambulance Runs</b>					
3/11	24-032 passed out female			3	1	3
3/13	24-033 full code			7	2	14
3/14	24-034 medical transport			3	3	9
3/16	24-035 stroke			4	2	8
3/17	24-036 medical transport			2	2	4
3/20	24-037 possible back injury			7	2	14
3/20	24-038 medical transport			3	2	6
3/25	24-039 medical transport			5	1	5
3/28	24-040 medical transport			3	2	6
3/28	24-041 fall			2	0.5	1
3/28	24-042 chest pain			3	2	6
3/28	24-043 medical transport			2	2	4
3/28	24-044 passed out male			5	1	5
			<b>Total</b>			<b>85</b>
<b>Total hours for the month of March</b>						<b>512</b>

## Cordova Center 1<sup>st</sup> Quarter 2024

The Cordova Center Events Management Team consists of M. Anderson, Malvin Fajardo, Paula Payne, Dana James, and Toni Bocci. With assistance from Ashely Bivin and Jason Ellingson.



### In-Kind Non-Rev: \$3,422

- City of Cordova Department Meetings
- Monthly Boards & Commissions
- Council Teleconferences
- Library Outreach Programs
  - Movies: *Barbie*, *Oppenheimer*, *JULES*, *The Hunger Games: The Ballad of the Songbirds and Snakes*
- **Revenue: \$11,604.80**
  - Banquet Events
    - NVE/Ilanka – Membership Drive 1.24.24
  - Birthday Parties
  - Conference Meetings
    - PWSSC – Mariculture Conference 1.16-19.24
    - NVE – Shepard Point IRT Meeting 1.30-2.2.24
    - CRWP – Staff Retreat 3.4-5.24
  - Community Events:
    - NVE – Shepard Point Meet and Greet 1.17.24
    - PWSEDD – Childcare Solutions 2.23-24.24
    - June James – Sign Language Class 2.5-4.8.24
    - UA Fairbanks – Gauge Testing 3.15.24

## Cordova Center 1<sup>st</sup> Quarter 2024

- Uqaqti – Airport Master Plan Public Meeting 3.27.24
- Monthly Board Meetings
  - CEC – Cordova Electric Cooperative
  - CTC – Cordova Telecom Cooperative
  - CR-PWS Marketing
  - CCF – Cordova Community Foundation
  - NVE – Native Village of Eyak
- Movies
  - PWSSC– *Chasing Ice* 2.6.24
- North Star Theater Events:
  - Iceworm Festival – Variety Show 2.2.24
  - Stage of the Tide – *Don't Drink the Water* 2.23-24.24
  - Arts and Pageants – *John Damberg Jazz Quartet* 3.1.24
  - Current Rhythms – Jr Theater Performance 2024
- Event attendees #1588

- **Landscaping:** Will resume Spring 2024

### Update

- Website:
  - **Goals Achieved** – New interactive Cordova Center webpage
  - **Coming Soon** – An Event Calendar embedded on CC domain, is set to include all events to access room available and provide community with reliable source for info
  - **Pending** – Design an exit survey to begin collecting more data

### Looking Forward

- **Next Steps:**
  - **Goal** – NS Theater – Establish MOU with Stage of the Tide for backstage area
  - **Goal** – Finish the Facility Guide Brochure
  - **Goal** – Get MOU signed with Chamber and begin reviewing our quarterly initiatives

Visitation: 1049

- Visitors were from:
  - **Alaska:** Cordova, Anchorage, Kodiak, Juneau, Nenana, Moose Pass, Wasilla, Valdez, Chugach, Homer, Seward, Sterling,
  - **United States:** Minnesota, Florida, Kentucky, West Virginia, Nevada, New Mexico, New Jersey, Oregon, Washington, New York, Missouri, Utah, California, Texas, Wyoming, Maine, Connecticut, Kansas, Tennessee, Michigan, Montana, Colorado, North Dakota, Arizona, Hawaii,
  - **International:** Germany, England, France, Australia, Singapore, Hong Kong, Philippines, Switzerland,

**Copper River Gallery Events:**

Jan: Cont. Holiday Art Show

Gallery Opening: 43 visitor, Nov 30<sup>th</sup>

Stocking Stuffer  
& Holiday  
**ART** show

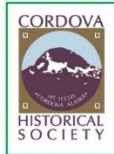


Come enjoy holiday refreshments  
& support your local artists!

**Opening Reception:**  
Thursday, November 30<sup>th</sup>  
5-7 pm  
Copper River Gallery  
Refreshments provided

Many pieces priced  
\$50.00 & under!

Select higher priced items  
available as well.



Feb: Ice Worm Photo Show

Gallery Opening: 20 visitors, Feb 2nd

# ICE PHOTO WORM SHOW



*An all ages fun community  
photography show!*

Vote for your favorites in six categories: Cordova, People,  
Plants, Birds and Animals, Travels, & Pre-ICE-storic  
*Deadline for entries is Saturday, January, 27th, at the Cordova Museum.*

Pick up entry forms at the  
**Cordova Museum.** Exhibit  
is on display through the  
end of February. Framing is  
optional. One entry per  
category.

**FREE to enter.**

Questions: Call the Cordova  
Museum 424-6665

Frames are for sale at  
The Net Loft and photos  
may be printed at  
[cordovapaperco.com](http://cordovapaperco.com)





March/April: DNA to Beer

Gallery Opening: 25 visitors, March 29<sup>th</sup>



Opening Reception:  
Friday, March 29<sup>th</sup>  
5-7 pm

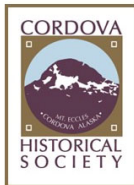
**Copper River Gallery**

Refreshments courtesy of  
Copper River Brewing and The  
Cordova Historical Society.  
There will be local art to view  
and purchase and locally  
fermented samples to try at  
the opening!

Engraving of a beer vat designed by Louis Pasteur, ca. 1880  
Courtesy National Library of Medicine. The closed fermentation tank prevented air-borne bacteria from entering and spoiling the brew.

# from DNA to BEER

## Harnessing Nature in Medicine & Industry



The traveling exhibit, created by the National Library of Medicine in cooperation with the National Museum of American History, explores some of the processes, problems, and potentials inherent in technologies that use living organisms.



## Curator's Notes:

### EXHIBITS

Continued focus on permanent exhibits. In First Peoples exhibit, near completion of tool cabinet displaying 30 different tools, including stone adzes, stone seal oil lamps, ulus, and a variety of hunting points made of diverse materials. Consulted extensively with members of NVE for information about all artifacts.

While attempting to gather information for the interpretive sign about an object, shaman's staff on display in First Peoples exhibit, learned that it is a sacred object and that the museums having it in the collection likely violates terms of Native American Graves Protection and Repatriation Act (NAGPRA). Conversation is ongoing with family members of Nabesna John, Ahtna shaman and original owner of the staff, to repatriate the staff to them. That process, which includes multiple ceremonies, is being guided by them. Museum staff is working to respectfully facilitate their requests and needs in this sensitive matter.

Preliminary progress on linotype exhibit design has been made by volunteers Nancy Bird, Nelly Hand and museum staff.



### COLLECTIONS AND ARCHIVES

The accessioning process, including written and photographic documentation, and entering same into Past Perfect archive and catalog program, is ongoing for multiple backlogged accessioned items. Efforts are being made by Ashley to secure funding for an intern to address the growing backlog this summer.

The conversation has been ongoing regarding the de-accessioning of the FV Star Thrower from the collection due to lack of progress to create a viable public display for the boat, as well as the expense incurred by storing it. Contact with people knowledgeable of next of kin of the donors, now deceased, are ongoing with no luck in finding someone interested in acquiring the boat. Public notice announcing the museums intention to de-accession it from the collection will be made soon in the Cordova Times.



The process has begun for returning objects on loan from the USFS and is likely to be complete soon.

Second Quarter 2024 Gallery Exhibits:

April: Continuation of DNA to Beer.

May: Bird Art Show

June: Cont. Bird Art Show

Respectfully submitted by Ashley Bivin, Museum Director.

# Cordova Public Library 1st Quarter 2024

	Patron Visitors	Circulation	Youth Program	ILL Loans	Reference Questions	Adult Programs	Virtual Attendance	In-person	Digital Reference Question
Jan	1510	942	120	32	113	31	1	30	89
Feb	1375	769	162	19	105	76	1	75	74
March	1377	826	89	27	188	50	0	50	59
Totals	4262	2537	371	78	406	157	2	155	222

Submitted by Ashley Bivin Interim Library Director

## Monthly Poetry Session

FRIDAY, FEB 23<sup>RD</sup>, 6PM



For login & event info contact Jillian Gold:  
[jillian.cordovapubliclibrary@gmail.com](mailto:jillian.cordovapubliclibrary@gmail.com)



FOR ADULTS : Not intended for a viewing audience.

## Monthly Poetry Session

FRIDAY, MARCH 29<sup>TH</sup>, 6PM



For login & event info contact Jillian Gold: [jillian.cordovapubliclibrary@gmail.com](mailto:jillian.cordovapubliclibrary@gmail.com)

... A space for sharing at the Cordova Public Library



ADULT PROGRAM

(Education Room) and via zoom

## Mug-up

PLANT CARE EDITION

JOIN US THURSDAY,  
 February 1st—1:30

Bring your own plant, or help us repot ours! Snacks and soil provided.

.....

ALL WELCOME

\*Ride service available for seniors by reservation: (907) 429-3111



CORDOVA PUBLIC LIBRARY

The Catch SPRING 2024



Lenny Bone // Watercolor & Ink by Julie Neri Horton

energy Issue No. 12



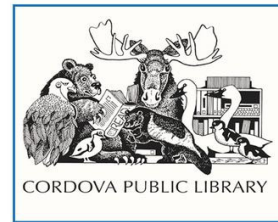
## Win a Bunny Basket Full of Books!

You may enter your name every time you check out a book for chance to win one of six

### Bunny Baskets full of books!

The more you read the better your chances of winning! *Limit one entry per day.*

Names will be drawn @ the library on Friday, March 29th at 2:30 pm.  
Need not be present to win.



## Bunny Reading Basket Winners!!



Morea  
Hazel  
Halle  
Franklin  
Petra  
Avery

Congratulations  
Lucky winners!



Beginning February 7, 2024

## Open Studio Life Drawing

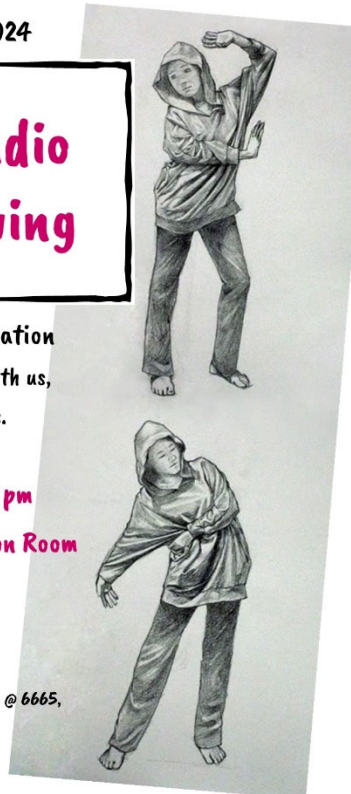
Drawing for Fun & Relaxation  
Drop-in class. Come draw with us,  
practice and grow your skills.  
Ages teen—adult

Wednesdays 6:00— 7:30 pm

Cordova Center Education Room

Please bring a minimum \$5.00  
donation for the model fee.

Questions please contact The Museum @ 6665,  
Paula @ 429-5877, or  
paula@cordovalibrary.org



## PEEPS Diorama Contest







Back by popular demand...it's the Peeps Diorama Contest! Those brightly colored marshmallow treats are on the supermarket shelves and ready to star in a diorama about your favorite book! Which book will be your PEEPSpiration?!





- Dioramas must be based on a book or have a literary theme.
- All characters must be played by PEEPS candy, but any shaped Peep is allowed.
- Contest open to all ages—separate categories for children, teens, adults, and families.
- Dioramas are due at the library by March 30th at 5:00 pm.
- The public may vote for their favorites until 4/13. Dioramas stay on display until 4/27.
- Entry form and complete set of RULES available at the front desk of the library.



## Parks and Recreation Performance Summary: Quarter 1, 2024

### Key performance indicators.

Measure Type	Service Area	Performance measure	FY23 Benchmark	Q1 FY24	Q2 FY24	Q3 FY24	Q4 FY24	Total YTD	Indicator
Output	Recreation	Number of visits to Bidarki Recreation Center.	19,482	4,446 <sup>1</sup>				4,446	
Output	Pool	Number of visits to Bob Korn Memorial Swimming Pool.	10,479	3,696 <sup>2</sup>				3,696	
Outcome	Department wide	Annual Survey: Quality of Parks & Recreation facilities. % Excellent or Good.	NEW MEASURE						
Output	Recreation	Total number of registrations on recreation programs.	NEW MEASURE	24				24	
Output	Pool	Total number of registrations on pool programs.	NEW MEASURE	117				117	
Output	Pool	Total number of times lifeguard intervention was required by users of the Pool.	NEW MEASURE	0				0	

Measure Type	Service Area	Performance measure	FY23 Benchmark	Q1 FY24	Q2 FY24	Q3 FY24	Q4 FY24	Total YTD	Indicator
Output	Recreation	Total number of hours rented at Bidarki Recreation Center.	NEW MEASURE	29				29	
Output	Pool	Total number of hours rented at Bob Korn Pool.	NEW MEASURE	401 <sup>3</sup>				401	
Output	Odiak Camper Park	Total number of nights used.	NEW MEASURE						
Output	Eyak Lake Skater's Cabin	Total number of nights used.	NEW MEASURE	43				43	

**Notes**

<sup>1</sup> 4,028 member visits & 418 daily visits.

<sup>2</sup> 1,185 member visits & 2,511 daily visits.

<sup>3</sup> 200hrs School Swim Program, 185hrs Iceworm Swim Team & 16hrs other



**= on target**



**= in progress**



**= not on target**

# Quarter 1 Highlights

## Department Administration

- Recruitment for a new Recreation Coordinator has begun. The position will remain open until filled. Unfortunately, this has meant a halt to recreation programming activities.
- The department's new registration system CivicPlus Recreation Management is in the final phases of development and will be moving into implementation in early Q2. This system will allow us to take online registration and payment for programs, memberships and facility rentals.
- The Cordova Comprehensive Trails Plan is in its final stage of drafting. This project with support from National Park Service Rivers, Trail and Conservation Assistance Program has been ongoing since 2021. The draft plan is expected to be released for public comment in early Q2.
- An initial public workshop was held for the Parks and Recreation Master Plan on February 21. The workshop was run by our consultants Corvus Design, LLC. Approximately 30 members of the public attended. The next stage of the project is to finalize a draft assessment of our facilities and then conduct a public survey to gather further feedback and input from the community. This is scheduled for May 2024.

## Bidarki Recreation Center

- A new volleyball net system has been ordered using grant funding from Rasmuson Foundation. The new system includes portable poles that are mounted into the gymnasium floor. Installation is expected in Q2.
- A new NordicTrack elliptical was donated to the Recreation Center from the Cordova Family Resource Center.
- Work has been begun on fixing the floor girder cracks.
- An indoor soccer program for Grades 1-3 was held on Mondays from 1/8– 1/29 and for Grades 4-6 on Wednesdays from 1/10 – 1/31.
- Six teams participated in the Iceworm Basketball Classic which was held at CHS gymnasium.

## Bob Korn Memorial Swimming Pool

- The After School at Pool program was offered on Fridays for grades 1-8 from January through March.
- Swim lessons began for Baby Sea Otters (Parent and Child) and Salmon Fry (Preschool level 1). Feedback from parents has been very positive.
- Work continues with Renosys Corporation for the pool liner replacement project. The project is currently in the CAD design stage. The target for installation is mid-July.



## Parks

- Winter maintenance and snow removal have continued throughout the quarter.
- The vacant position of Laborer/Maintenance Worker 1 has been filled.
- An additional tent platform was constructed at Odiak Camper Park during a break in the snowy weather. The park now has four tent platforms.
- Draft concept designs have been received from Corvus Design, LLC for a redevelopment of Odiak Camper Park. Further work is required in conjunction with the Parks & Recreation Commission to review the concepts and select a preferred option for public consultation.

## **Council Packet Correspondence Primer:** **Communicating with Your Elected Cordova Officials**

This primer provides an overview of City of Cordova policies regarding the submission of correspondence to the City Clerk's office for distribution to City Council. These policies are general in nature and do not preempt the application of relevant laws to correspondence distribution. To the extent you have questions regarding the distribution of specific correspondence, please contact the City Clerk's office.

### **What gets published in Council packets as Correspondence?**

- Letters, emails, cards, or other written or electronic mail addressed to City Council, any individual member of City Council or the Mayor, regardless of whether or not the sender has requested inclusion of the correspondence in a City Council packet.
- Letters, emails, cards, or other written or electronic mail written by the Mayor, individual City Council members in their capacity as elected officials, or the Council as a body
- Letters, emails, cards, or other written or electronic mail by agencies/entities that are pertinent to Council and the citizens of Cordova (e.g. population determination, full value determination, open comment periods for projects/leases in and around Cordova, etc.)
- Only correspondence received by the Clerk's Office on or before noon on the Wednesday before a regular Council meeting is eligible for inclusion in the packet for that meeting. Correspondence eligible for inclusion received after that date and time will be included in the next regularly scheduled Council meeting packet. (See CMC 3.12.035).

### **What does not get published in Council packets as Correspondence?**

- Letters, emails, cards, or other written or electronic mail that are disparaging to individuals or entities
- Letters, emails, cards, or other written or electronic mail that have been sent anonymously
- Letters, emails, cards, or other written or electronic mail that contain confidential information or information that would warrant a constitutional violation of privacy or could potentially violate an individual's or an entity's constitutional rights.

### **More information about items not subject to publication:**

- Correspondence that is not subject to publication in a Council packet will, however, be forwarded to the Mayor and City Council members with notification that the communication will not be included in the Council packet and the reasons for the exclusion.
- The City will attempt to contact the writer of the correspondence to inform them that the City has determined not to publish what they have sent. Notifications will be sent to the return address on the communication if one has been provided. (the best way to ensure the City is able to reach the writer is if the correspondence has been emailed through the City Clerk [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net))
- A person who submits a communication that is not subject to publication in a Council packet, may still attend a meeting and read the communication during audience comments (if it is about an agenda item) or during audience participation, if it is not about an agenda item. Oral comments during a Council meeting will not be monitored or limited for content unless the comments made incite or promote violence against a person or entity. The City is not responsible or liable for the comments, thoughts, and/or opinions expressed by individuals during the public comment period at a Council meeting.

### **Suggestions concerning correspondence:**

- Correspondence intended for all Council members should be emailed to the City Clerk at [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net), hand-delivered or sent via U.S. mail to the Clerk's office. Correspondence should be clearly addressed to "Cordova City Council." Unless clearly stated otherwise, the City Clerk will presume that all correspondence addressed to City Council is intended for inclusion in the packet.

April 2, 2024

City of Cordova Council  
c/o Susan Bourgeois, Cordova City Clerk  
601 1<sup>st</sup> Street  
Cordova, AK 99574

RE: Partnership with Friends of the Valdez Animal Shelter

Cordova Council,

My name is Cindy Butherus, I am the secretary for the Friends of the Valdez Animal Shelter. We are a nonprofit in Valdez with the mission of reducing the homeless pets in our area which covers from the Copper Basin to Cordova. Basically, the main areas the Valdez City Animal Shelter receives animals from.

The City of Valdez Animal Shelter intake of Cordova pets has risen between cats and dogs and we would like to address that issue. We are interested in forming a partnership between the city of Cordova and FVAS to enable at least one spay and neuter clinic per year in Cordova. We would also like to include a shots/wellness Clinic at the same time.

FVAS is working with The Alaska Rural Veterinary Outreach program this year for a spay and neuter clinic in Glennallen this August. This team normally does fly in clinics only so Cordova is a perfect location to schedule for 2025. The link to ARVO is <https://www.akrvo.org> for your review.

FVAS would schedule the clinic with ARVO and attend and support the clinic as needed. If the city is willing to partner with us we could use the following:

1. Facility with power and water
2. Lodging/Meals suggestions or donations towards
3. Financial assistance towards clinic – match with FVAS?

My contact information is as follows:

Phone 835-3036

Email [happytailsak@gmail.com](mailto:happytailsak@gmail.com)

I look forward to discussing further and I appreciate your consideration towards this request.

Thank you,



Cindy Butherus  
Secretary – Friends of the Valdez Animal Shelter

April 4, 2024

The Honorable Mike Johnson  
Speaker of the House  
United States House of Representatives  
Washington, D.C. 20515

The Honorable Chuck Schumer  
Majority Leader  
United States Senate  
Washington, D.C. 20510

The Honorable Hakeem Jeffries  
Democratic Leader  
United States House of Representatives  
Washington, D.C. 20515

The Honorable Mitch McConnell  
Republican Leader  
United States Senate  
Washington, D.C. 20510

Dear Speaker Johnson, Majority Leader Schumer, Leader Jeffries, and Leader McConnell:

On behalf of the City of Cordova, AK, I am honored to write in strong support of S.1514 and H.R.3170, the Homes for Every Local Protector, Educator, and Responder (HELPER) Act, introduced by U.S. Senators Marco Rubio (R-FL), John Ossoff (D-GA), Sherrod Brown (D-OH), Raphael Warnock (D-GA), Robert Menendez (D-NJ), Catherine Cortez Masto (D-NV), and Richard Blumenthal (D-CT) and U.S. Representatives John Rutherford (R-FL) and Bonnie Watson Coleman (D-NJ).

The HELPER Act would create a home loan program within the Federal Housing Administration to help our law enforcement officers, firefighters, EMTs, paramedics, and preK-12 teachers (“first responders”) by making homeownership more affordable. Too often, our civil servants struggle to afford their first home. Because of this, we are writing in support of the HELPER Act, which would help our civil servants access the housing they need to serve their communities.

First responders dedicate their lives to protecting and serving their fellow Americans. The COVID-19 pandemic has only made clearer the ongoing challenges that these brave first responders face. It is time we honor them for their service. To that end, the HELPER Act program will function similarly to the home loan program managed by the Department of Veterans Affairs. Managed by the Federal Housing Administration, it will allow law enforcement officers, fire fighters, EMTs, paramedics, and preK-12 teachers to obtain a low-interest, fully insured home loan with no down payment and no monthly mortgage insurance costs for a first-time home purchase.

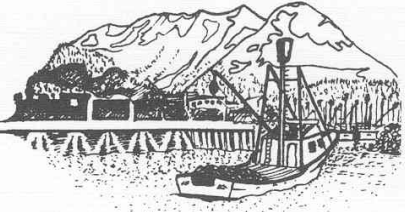
Our nation’s first responders have demonstrated their unwavering commitment to their communities. Even amidst a deadly pandemic, these heroes have served without hesitation. We believe they have earned access to affordable housing so that they can provide for their families and continue to serve their communities. We hope you will join the City of Cordova in support of the HELPER Act, and we look forward to working with you on this important matter.

Sincerely,



Mayor David Allison

# CITY OF CORDOVA



**DATE:** 04/05/2024

**TO:** The Honorable Pete Buttigieg  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Peltola  
Washington, DC 20590

**CC:** Senator Lisa Murkowski  
Senator Dan Sullivan  
Representative Mary

**FROM:** David Allison  
Mayor, City of Cordova, Alaska

**RE:** Cordova South Harbor Construction  
MARAD FY 2021 RAISE Grant No. 693JF72240021

City of Cordova is rebuilding our South Harbor and we are deeply concerned about the timeline for approval of RAISE grant reimbursements.

The City staff has been awaiting reimbursement for our project and have not heard anything in weeks. Our first submission was on January 24<sup>th</sup> of this year. We have gone back and forth over the past three months and are now on our seventh submission and have not heard from MARAD staff on the status for weeks. Our project is in jeopardy of failing, the City has exhausted all funding options and our contractor, and their subcontractors, are in precarious financial situations.

City has leveraged all financial resources internally and through other funding vehicles. We have effectively managed seven other grants, bonds, and loans to great effect, and they all have different reporting requirements, but those funds have been depleted. The RAISE grant is the final piece to completion, we need to move forward without delay.

We understand the importance of MARAD's review process but do want to push awareness of the critical need to completing this project. We are currently on budget and just slightly behind schedule, we desperately need to keep it this way. It would be economically devastating to our community to have the harbor closed at any point during the active fishing season. We are five weeks from the beginning of our commercial salmon season. We are a community of 2,500 residents and commercial fishing is the economic engine of this town.

Please know we are working closely with your staff to answer all questions and ask that MARAD approve Cordova's reimbursement requests without delay. Please let me know if you or your team need anything from City. My direct line is (907) 831-6791.

Thank you for your assistance and consideration.

David Allison  
Mayor, City of Cordova, Alaska

## MEMORANDUM

**TO: CORDOVA CITY COUNCIL**

**FROM: SAMANTHA GREENWOOD AND HOLLY C. WELLS**

**RE: ORDINANCE 1216**

**CLIENT: CITY OF CORDOVA, ALASKA**

**FILE NO.: 401777.298**

**DATE: MARCH 29, 2024**

---

### **I. Introduction**

The purpose of this memorandum is to provide City Council with a summary of the purpose and intent of Ordinance 1216 entitled “An Ordinance Of The Council Of The City Of Cordova, Alaska, Accepting And Appropriating \$20 Million Dollars Awarded To The City Through The ‘Rebuilding American Infrastructure With Sustainability And Equity’ (“RAISE”) Grant For Completion Of The South Harbor Rebuild Project And Authorizing A Borrowing In Anticipation Of The Receipt Of These Grant Funds In The Aggregate Principal Amount Of Not To Exceed \$3,000,000 To Finance South Harbor Rebuild Project Costs.”

### **II. Summary**

The City of Cordova (“City”) was awarded \$20 Million through the RAISE Grant to restore and rebuild Cordova’s South Harbor. The South Harbor Rebuild Project is well underway, and construction costs are accruing. While the costs of the South Harbor Rebuild Project will ultimately be paid from the RAISE Grant funds, the City Administration is seeking a mechanism to ensure timely payment for goods and services while the City awaits receipt of those grant funds. To that end, the City Administration wants to ensure that the awarded grant funds are appropriated for the purpose for which the funds were awarded.

Ordinance 1216 formally accepts and appropriates the \$20 million awarded through the RAISE Grant program. It also authorizes the borrowing (line of credit with Key Bank) of the principal amount of \$3 million to pay for South Harbor Rebuild Project costs. The City is still working with MARAD on our first reimbursement request of 4.5 million dollars. This request process has been in the works for nine weeks. Having the ordinance in place and providing for approval of the line of credit terms via a resolution offers the

avenue for the city to enact a line of credit using the permanent fund as collateral upon City Council Approval. The funds permit the City to pay for the costs and services if reimbursement requests are delayed and possible contractor issues arise. This Ordinance is effective immediately as it appropriates the grant funds.

Finally, Ordinance 1216 authorizes the City Manager to negotiate the terms of the line of credit agreement with the lender but requires that the Council approve the agreement via resolution.

In the event this Ordinance is adopted by Council at its April 17, 2024 meeting, the City Administration anticipates seeking Council's approval, via resolution, of the line of credit agreement at that same meeting. Any amounts borrowed under the contract will be reimbursed upon receipt of the grant award funds.

### **III. Conclusion**

Approval of this Ordinance ensures proper use of the funds awarded through the RAISE Grant and a mechanism for timely paying City contractors working on the South Harbor Rebuild Project.

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1216**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, ACCEPTING AND APPROPRIATING \$20 MILLION AWARDED TO THE CITY THROUGH THE “REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY” GRANT FOR COMPLETION OF THE SOUTH HARBOR REBUILD PROJECT AND AUTHORIZING A BORROWING IN ANTICIPATION OF THE RECEIPT OF THESE FUNDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO FINANCE SOUTH HARBOR REBUILD PROJECT COSTS**

**WHEREAS**, the City of Cordova’s South Harbor, which houses one of the State of Alaska’s largest commercial fishing fleets along with a multitude of other harbor users, is the subject of a significant and long-awaited restoration project (“South Harbor Rebuild Project” or the “Project”); and

**WHEREAS**, the City of Cordova (“City”) has determined that completion of the South Harbor Rebuild Project is in the City’s best interest and necessary per Resolution 05-21-22 adopted May 19, 2021; and

**WHEREAS**, the City is funding a substantial portion of the South Harbor Rebuild Project through a \$20 Million award from the Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant Program (the “RAISE Program”); and

**WHEREAS**, under Article VI, Section 6-2 of the City Charter, the City has the power to borrow money to meet appropriations for any fiscal year in anticipation of the collection of revenues for that year so long as the total of the borrowed funds does not exceed one percent of the assessed value of all real and personal property in the City and Council authorizes the indebtedness by ordinance; and

**WHEREAS**, it is necessary and in the best interest of the City to borrow the sum of \$3 Million in anticipation of the collection of revenues to meet the appropriation from RAISE Program grant funds to pay costs of the Project,

**NOW, THEREFORE**, it is ordained as follows:

**Section 1.** The award of \$20 Million from the RAISE Program is accepted and those funds shall be transferred to the Harbor Enterprise Fund for use for the South Harbor Rebuild Project upon receipt.

**Section 2.** The Council of the City of Cordova, Alaska, hereby authorizes the borrowing by the City of the sum of not to exceed \$3 Million in anticipation of the collection of revenues primarily in the form of grant funds from the RAISE Program to meet the appropriation. The loan will mature no later than the end of the fiscal year following the fiscal year in which the term of the loan commences.

**Section 3.** The City Manager is authorized to execute a contract for the loan with terms that serve the City’s best interests, including the interest rate, collateral, and terms of repayment, subject to Council approval of the contract via resolution before its execution.



**Section 4.** This ordinance shall be effective immediately upon its passage and shall be enacted in accordance with Section 2.13 of the City Charter.

1st reading: April 3, 2024

2nd reading and public hearing: April 17, 2024

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF APRIL 2024.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

DRAFT



**AGENDA ITEM 18**  
**City Council Meeting Date: 4/17/24**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 04/8/24  
**ITEM:** Substitute Resolution 04-24-14  
**NEXT STEP:** Majority voice vote

---

ORDINANCE                       RESOLUTION  
 MOTION                                 INFORMATION

---

**I. REQUEST OR ISSUE:** Substitute Resolution because Helen Howarth was still in the original resolution as approved on April 3, 2024 as City Manager and Samantha Greenwood was listed as Public Works Director.

**II. RECOMMENDED ACTION / NEXT STEP:** Move to approve Substitute Resolution 04-24-14.

**III. BACKGROUND INFORMATION:** Under “Consideration of Bids/Proposals/Contracts” there are 2 items that will ultimately give the City a new City Manager, therefore it is necessary to redo this with the updated titles/names of the pertinent employees intended to be signers.

**IV. SUMMARY AND ALTERNATIVES:** The correct title for Samantha Greenwood can be added into the resolution administratively, a formal amendment is not necessary.



## MEMORANDUM

**TO:** CORDOVA CITY COUNCIL

**FROM:** HOLLY C. WELLS

**RE:** RESOLUTION 04-24-19

**CLIENT:** CITY OF CORDOVA, ALASKA

**FILE NO.:** 401777.298

**DATE:** APRIL 10, 2024

---

### **I. Introduction**

The purpose of this memorandum is to provide City Council with a summary of the purpose and intent of the Resolution entitled “A Resolution Of The City Council Of The City Of Cordova , Alaska, Approving A Line Of Credit Agreement Between Key Bank, LLC And The City And Authorizing The City Manager To Execute That Agreement.”

### **II. Summary**

As Council knows, the City of Cordova (“City”) was awarded \$20 Million through the RAISE Grant for the purpose of restoring and rebuilding Cordova’s South Harbor. The South Harbor Rebuild Project is well underway with construction costs accruing. While the costs of the South Harbor Rebuild Project will ultimately be paid from the RAISE Grant funds, the City Administration is seeking a mechanism to ensure timely payment for goods and services while the City awaits receipt of those grant funds. To that end, City Council has adopted Ordinance No. 1215 and introduced Ordinance No. 1216, both of which ensure that the awarded grant funds are appropriated for the purpose for which the funds were awarded and that the City is authorized to borrow money to timely pay for goods and services that will ultimately be funded by awarded grant funds. The Resolution authorizes a line of credit agreement between the City and Key Bank that provides the City access to up to \$3 Million in funds to pay for outstanding costs and services arising from the South Harbor Rebuild Project. The terms of the loan and its

repayment are stated in the Resolution. Most importantly, the agreement is for no more than \$3 Million to be paid back within a year of the execution of the loan.

### **III. Conclusion**

In the event Ordinance No. 1216 is adopted by Council, the Administration recommends approval of this resolution. If Council does not support this resolution, the Administration recommends Council identify an immediate funding source for timely payment of costs arising from the South harbor Rebuild Project and take steps to authorize the Administration to use that funding source for this purpose.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-24-19**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING A LINE OF CREDIT AGREEMENT BETWEEN KEY BANK, LLC AND THE  
CITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THAT AGREEMENT**

**WHEREAS**, City Council adopted Ordinance No. 1216 accepting and appropriating \$20 Million awarded to the City of Cordova, Alaska (“City”) through the “Rebuilding American Infrastructure with Sustainability and Equity” (“RAISE”) Grant for completion of the South Harbor Rebuild Project and authorized the borrowing of not to exceed \$3,000,000 to finance South Harbor Rebuild Project costs; and

**WHEREAS**, the Line of Credit agreement proposed by Key Bank, hereafter referred to as the Agreement and attached to this Resolution as Attachment A, provides the City a revolving line of credit with Key Bank for up to \$3 Million to be paid in full within one year from the date of execution; and

**WHEREAS**, the interest rate on the Agreement is a floating rate per annum equal to the Daily Simple Secured Overnight Financing Rate plus 2.75% with a floor of 1.00%; and

**WHEREAS**, the Daily SOFR Rate as of April 10, 2024 was 5.31%; and

**WHEREAS**, the City is still awaiting RAISE grant funds awarded to the City from which it intends to pay for services and goods incurred in the South Harbor Rebuild Project; and

**WHEREAS**, time is of the essence to pay for goods and services provided to the City for the South Harbor Rebuild Project,

**NOW THEREFORE BE IT RESOLVED** that:

Section 1. The City Council approves the essential terms of the Agreement as provided in Attachment A to this resolution and authorizes the City Manager to enter into that Agreement on behalf of the City.

Section 2. The City Manager is further authorized to negotiate and execute any documents arising from or required to give effect to the Agreement and may revise or amend non-essential terms of the Agreement or related documents before executing such documents so long as the terms of the Agreement comply with this resolution.

Section 3. The City shall use the funds advanced pursuant to the Agreement solely for the purpose of meeting the appropriation from grant funds as provided in City of Cordova Ordinance No. 1216.

Section 4. The City shall not incur indebtedness that would cause the sum of (a) the Credit Line Obligations plus (b) any other outstanding indebtedness incurred by the City to meet its appropriations to exceed the lesser of (i) one percent of the then assessed value of all real and personal property in the City and (ii) \$3,000,000.

Section 5. The Credit Line Obligations shall be due and payable in full no more than 365 days after the effective date of the loan agreement.

Section 6. In no event shall interest on the Credit Line Obligations exceed ten percent (10%) per annum.

Section 7. The City shall request all Advances, and shall incur all Credit Line Obligations, strictly in conformity and compliance with City Ordinance 1216, this resolution, the Charter of the City of Cordova, Alaska, and any other applicable law.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF APRIL 2024.**

\_\_\_\_\_  
David Allison, Mayor

Attest:

\_\_\_\_\_  
Susan Bourgeois, City Clerk

DRAFT

# **ATTACHMENT A**



## LOAN AGREEMENT

**THIS LOAN AGREEMENT** (as the same may be amended, restated or otherwise modified, the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Closing Date”), between **CITY OF CORDOVA, ALASKA**, with offices at 601 First Street, Cordova, Alaska 99574 (“Borrower”) and **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 101 West Benson Boulevard, Suite 302, Anchorage, Alaska 99503, and its successors and assigns (“Lender”).

In consideration of the covenants and agreements contained herein, Borrower and Lender hereby mutually agree as follows:

### 1. DEFINITIONS

**1.1. General.** Any accounting term used but not specifically defined herein shall be construed in accordance with GAAP (as defined below). The definition of each agreement, document, and instrument set forth in Section 1.2 hereof shall be deemed to mean and include such agreement, document, or instrument as amended, restated, or modified from time to time.

Terms such as “Account”, “Investment Property”, “Consumer Goods”, “Deposit Account”, “Document”, “General Intangible”, “Instrument” and “Proceeds”, have the meanings as set forth in the Uniform Commercial Code, as adopted in the State of Alaska, as amended from time to time.

**1.2. Defined Terms.** As used in this Agreement:

“Borrower” means the City of Cordova, Alaska.

“Borrower Legal Opinion” means a legal opinion by a law firm with attorneys duly licensed and practicing in the State of Alaska as attorneys for Borrower addressed to Lender and providing (a) an opinion as to the authority of Borrower to (i) borrow, (ii) grant the Collateral, and (iii) execute and deliver the Loan Documents to Lender, and (b) such other opinions as Lender may require.

“Business Day” means a day of the year on which banks are not required or authorized to close in Cleveland, Ohio.

“Code” means the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder.

“Collateral” means, collectively, the collateral in which Borrower has given Lender a security interest pursuant to any Security Instrument, and any other instrument given to Lender to secure the Obligations and/or this Agreement.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated pursuant thereto.

“ERISA Event” means (a) the existence of a condition or event with respect to an ERISA Plan that presents a risk of the imposition of an excise tax or any other liability on Borrower or of the imposition of a Lien on the assets of Borrower; (b) the engagement by a Controlled Group member in a non-exempt “prohibited transaction” (as defined under ERISA Section 406 or Code Section 4975) or a breach of a fiduciary duty under ERISA that could result in liability to Borrower; (c) the application by a Controlled Group member for a waiver from the minimum funding requirements of Code Section 412 or ERISA Section 302 or a Controlled Group member is required to provide security under Code Section 401(a)(29) or ERISA Section

307; (d) the occurrence of a Reportable Event with respect to any Pension Plan as to which notice is required to be provided to the PBGC; (e) the withdrawal by a Controlled Group member from a Multiemployer Plan in a “complete withdrawal” or a “partial withdrawal” (as such terms are defined in ERISA Sections 4203 and 4205, respectively); (f) the involvement of, or occurrence or existence of any event or condition that makes likely the involvement of, a Multiemployer Plan in any reorganization under ERISA Section 4241; (g) the failure of an ERISA Plan (and any related trust) that is intended to be qualified under Code Sections 401 and 501 to be so qualified or any “cash or deferred arrangement” under any such ERISA Plan to meet the requirements of Code Section 401(k); (h) the taking by the PBGC of any steps to terminate a Pension Plan or appoint a trustee to administer a Pension Plan, or the taking by a Controlled Group member of any steps to terminate a Pension Plan; (i) the failure by a Controlled Group member or an ERISA Plan to satisfy any requirements of law applicable to an ERISA Plan; (j) the commencement, existence or threatening of the incurrence by a Controlled Group member of a claim, action, suit, audit or investigation with respect to an ERISA Plan, other than a routine claim for benefits; or (k) any occurrence by or any expectation of the incurrence by a Controlled Group member of any liability for post-retirement benefits under any Welfare Plan, other than as required by ERISA Section 601, et. seq. or Code Section 4980B.

“ERISA Plan” means an “employee benefit plan” (within the meaning of ERISA Section 3(3)) that a Controlled Group member at any time sponsors, maintains, contributes to, has liability with respect to or has an obligation to contribute to such plan.

“ERISA Affiliate” means each Person (whether or not incorporated) which together with Borrower would be treated as a single employer under ERISA.

“Event of Default” means any one or more of the occurrences described in Section 6 hereof.

“GAAP” means generally accepted accounting principles as in effect, which shall include the official interpretations thereof by the Financial Accounting Standards Board, consistently applied.

“Indebtedness” means, for any Person (excluding in all cases trade payables payable in the ordinary course of business by such Person), (a) all obligations to repay borrowed money, direct or indirect, incurred, assumed, or guaranteed, excluding any credit card debt incurred in the ordinary course of business, (b) all obligations for the deferred purchase price of capital assets, (c) all obligations under conditional sales or other title retention agreements, (d) all obligations (contingent or otherwise) under any letter of credit, banker’s acceptance, currency swap agreement, or Interest Rate Agreement, (e) all synthetic leases, (f) all lease obligations that have been or should be capitalized on the books of such Person in accordance with GAAP, excluding any real estate leases, (g) all obligations of such Person with respect to asset securitization financing programs to the extent that there is recourse against such Person or such Person is liable (contingent or otherwise) under any such program, (h) all obligations to advance funds to, or to purchase assets, property or services from, any other Person in order to maintain the financial condition of such Person, and (i) any other transaction (including forward sale or purchase agreements) having the commercial effect of a borrowing of money entered into by such Person to finance its operations or capital requirements; provided, that for the avoidance of doubt, any surety or performance bonds of Borrower shall not constitute Indebtedness.

“Lender Affiliate” means any one or more bank or non-bank subsidiaries (other than Lender) of KeyCorp and its successors.

“Lien” means any mortgage, security interest, lien, charge, encumbrance on, pledge or deposit of, or conditional sale or other title retention agreement with respect to any property or asset.

“Loan” means the credit to Borrower extended by Lender in accordance with Section 2 hereof.

“Loan Documents” means the collective reference to this Agreement and all other instruments, agreements and documents entered into from time to time, evidencing or securing the Loan or any obligation of payment thereof or performance of Borrower’s obligations in connection with the transaction contemplated hereunder, each as amended.

“Margin Stock” shall have the meaning given to it under Regulation U of the Board of Governors of the Federal Reserve System, as amended from time to time.

“Material Adverse Change” means any condition or event that Lender reasonably determines has or is reasonably likely to have a material adverse effect on (a) the operations, property or condition (financial or otherwise) of Borrower, or (b) the validity or enforceability of this Agreement or any of the other Loan Documents or the rights and remedies of Lender hereunder or thereunder.

“Multiemployer Plan” means a Pension Plan that is subject to the requirements of Subtitle E of Title IV of ERISA.

“Note” means the promissory note signed and delivered by Borrower to evidence its Indebtedness to Lender pursuant to Section 2 hereof, including the Revolving Note.

“Obligation” or “Obligations” means, collectively, (a) all Indebtedness and other obligations incurred by Borrower to Lender pursuant to this Agreement and includes the principal of and interest on the Note; (b) each extension, renewal or refinancing thereof in whole or in part; (c) the commitment and other fees, and any prepayment fees payable under this Agreement or any other Loan Document; (d) every other liability, now or hereafter owing to Lender or any Lender Affiliate by Borrower, and includes, without limitation, any Interest Rate Agreement entered into by Borrower with Lender or any Lender Affiliate and every other liability, whether owing by only Borrower or by Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender or any Lender Affiliate or acquired by Lender or any Lender Affiliate by purchase, pledge or otherwise and whether participated to or from Lender or any Lender Affiliate in whole or in part; and (e) all Related Expenses.

“Organization” means a corporation, government or government subdivision or agency, business trust, estate, trust, partnership, association, two or more Persons having a joint or common interest, and any other legal or commercial entity.

“PBGC” means the Pension Benefit Guaranty Corporation, or its successor.

“Pension Plan” means an ERISA Plan that is a “pension plan” within the meaning of ERISA Section 3(2).

“Person” means an individual or an Organization.

“Plan” means any plan (other than a Multiemployer Plan) defined in ERISA in which Borrower is, or has been at any time during the preceding two (2) years, an “employer” or a “substantial employer” as such terms are defined in ERISA.

“Potential Default” means any condition, action, or failure to act which, with the passage of time, service of notice, or both, will constitute an Event of Default under this Agreement.

“Related Expenses” means any and all costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorney’s fees, legal expenses, judgments, suits and

disbursements) reasonably incurred by, or imposed upon, or asserted against, Lender in any attempt by Lender:

- (a) to obtain, preserve, perfect, or enforce any security interest evidenced by (i) this Agreement, (ii) any Security Instrument, or (iii) any other pledge agreement, mortgage, deed of trust, hypothecation agreement, guaranty, security agreement, assignment, or security instrument now or hereafter executed or given by Borrower to or in favor of Lender;
- (b) to obtain payment, performance, and observance of any and all of the Obligations;
- (c) to maintain, insure, audit, inspect, collect, preserve, repossess, and dispose of any of the Collateral, including, without limitation, costs and expenses for appraisals, assessments, and audits of Borrower or the Collateral; or
- (d) incidental or related to (a) through (c) above, including, without limitation, interest thereupon from the date incurred, imposed, or asserted until paid at the rate payable as set forth in the Note, but in no event greater than the highest rate permitted by law.

“Reportable Event” shall mean a reportable event as that term is defined in Title IV of ERISA, except actions of general applicability by the Secretary of Labor under Section 110 of such Act.

“Revolving Credit” means the revolving credit described in Section 2.1 hereof, which Revolving Credit shall be payable in accordance with the terms of the Revolving Note and this Agreement.

“Revolving Note” means that certain promissory note executed by Borrower in favor of Lender in the maximum principal amount of \$3,000,000, as amended, restated or otherwise modified from time to time.

“Securities Account” means account #5001733 maintained by Borrower with Lender or a Lender Affiliate, including all subaccounts therein, and all replacements or substitutions for said account.

“Security Instrument(s)” means, collectively, the written documents listed in Exhibit A attached hereto, signed and delivered from time to time to Lender in connection with Obligations owed by Borrower to Lender.

The foregoing definitions shall be applicable to the singulars and plurals of the foregoing defined terms.

## 2. CREDIT FACILITY

**2.1. Revolving Credit Facility.** The Lender hereby agrees to extend a Revolving Credit to Borrower, subject to the terms and conditions of this Agreement and the Revolving Note of even date herewith in the principal amount of \$3,000,000.

**2.2. Fees.** Borrower shall pay Lender the following fees:

- (a) A facility fee or loan commitment fee is hereby waived by Lender.

## 3. WARRANTIES.

Borrower represents and warrants to Lender (which representations and warranties will survive the delivery of the Note and the making of the Loan) that:

**3.1. Existence and Legal Authority.** Borrower is an Alaska municipality duly organized, authorized, and validly existing under the laws of the State of Alaska and has all requisite power and authority to own its property and to carry on its business as now being conducted, to enter into the Loan Documents to which it is a party and the other agreements referred to herein and transactions contemplated thereby, and to carry out the provisions and conditions of such Loan Documents to which it is a party pursuant and subject to and limited by its Government Authorizations listed in Section 3.4.

**3.2. Due Execution and Delivery.** Borrower has full power, authority and legal right to incur the obligations provided for in, and to execute and deliver and to perform and observe the terms and provisions of, the Loan Documents to which it is a party, and each of them has been duly executed and delivered by Borrower and has been authorized by all required action, and Borrower has obtained all requisite consents to the transactions contemplated thereby under any instrument to which it is a party, and the Loan Documents constitute the legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms subject and limited by its Government Authorizations listed in Section 3.4 and except as the enforceability thereof may be limited by applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

**3.3. No Breach of Other Instruments.** Neither the execution and delivery of the Loan Documents, nor the compliance by Borrower with the terms and conditions of the Loan Documents, nor the consummation of the transactions contemplated thereby, will conflict with or result in a breach of any law of the State of Alaska, or the municipal charter or any ordinance of Borrower, or any of the terms, conditions or provisions of any agreement or instrument or any charter or other restriction or law, regulation, rule or order of any governmental body or agency to which Borrower is now a party or is subject, or imposition of a lien (except in favor of Lender), charge or encumbrance of any nature whatsoever upon any of the Collateral described in the Security Instrument, pursuant to the terms of any such agreement or instrument.

**3.4. Government Authorization.** The adoption of City of Cordova, Alaska Ordinance 1215 dated February 21, 2024 by the City of Cordova, Alaska Council and the adoption of City of Cordova, Alaska Ordinance 1216 dated \_\_\_\_\_ by the City of Cordova, Alaska Council and the adoption of City of Cordova Alaska Resolution 02-24-09 dated February 21, 2024 by the City of Cordova, Alaska Council, and Alaska Resolution \_\_\_\_\_ dated April \_\_, 2024 by the City of Cordova, Alaska Council (the "Government Authorizations:") duly authorize and approve all acts required by Borrower necessary for the consummation by Borrower of the transactions contemplated by the Loan Documents, and no further authorization, approval or consent by any arm or agency of the state or federal government is required to be obtained.

**3.5. Ownership of the Collateral.** Borrower has and will have good and marketable fee title to the Securities Account and all securities, stock, bonds, mutual funds, cash, and other Investment Property therein.

**3.6. Absence of Defaults, etc.** Borrower is not (i) in material default under any indenture or contract or agreement to which it is a party or by which it is bound, (ii) in violation of its Certificate of Formation or Operating Agreement, or any other governing document, (iii) in default with respect to any order, writ, injunction or decree of any court, or (iv) in default under any order or material license of any federal or state governmental department. To the best knowledge of Borrower, after due inquiry, there exists no Potential Default.

**3.7. Financial Condition.** Borrower has furnished to Lender financial assumptions which, in the opinion of Borrower, fairly and accurately reflect the financial condition of Borrower, and there has been no Material Adverse Change since that date which would require revision of the same.

**3.8. No Adverse Change.** Subsequent to the date of the financial assumptions referred to in Section 3.7 hereof, Borrower has not incurred any Material Adverse Change in the operations, properties, prospects or condition, financial or otherwise, of Borrower.

**3.9. Litigation.** Prior to the date hereof, there are no actions, suits or proceedings pending, or to the actual knowledge of Borrower, threatened against or affecting Borrower or the Collateral in any court, or before or by any federal, state or municipal or other governmental department, commission, board, bureau, agency or other instrumentality, domestic or foreign, except for actions, suits or proceedings of a character normally incident to the a municipal government such as Borrower, none of which, either individually or in the aggregate, if adversely determined, would reasonably be expected to result in a Material Adverse Change.

**3.10. ERISA.** No Reportable Event or Prohibited Transaction which cause a Material Adverse Change has occurred and is continuing with respect to any Plan of Borrower, and Borrower has not incurred an “accumulated funding deficiency” (as that term is defined by ERISA) since the effective date of ERISA.

**3.11. Solvency.** Borrower is not insolvent as defined in any applicable state or federal statute, nor will Borrower be rendered insolvent by the execution and delivery of this Agreement or any of the Loan Documents to Lender. Borrower does not intend to, nor does it believe that it will, incur debts beyond its ability to pay them as they mature.

**3.12. No Burdensome Restrictions.** Borrower is not a party to any instrument or agreement or subject to any charter or other corporate or company restriction which would cause a Material Adverse Change.

**3.13. Federal Reserve Regulations; Use of Loan Proceeds.** Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the Loan will be used, directly or indirectly, for a purpose which violates any law, rule or regulation of any governmental body, including without limitation the provisions of Regulations G, U, or X of the Board of Governors of the Federal Reserve System, as amended. No part of the proceeds of the Loan will be used, directly or indirectly, to purchase or carry any Margin Stock or to extend credit to others for the purpose of purchasing or carrying any Margin Stock.

**3.14. OFAC/USA PATRIOT Act Restrictions.** Borrower is not (or will not be) a person with whom Lender is restricted from doing business under regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of the Treasury of the United States of America (“Treasury”) or under any list of known or suspected terrorists or terrorist organizations issued by any federal government agency and designated as such by Treasury in consultation with the federal functional regulators, or under any statute, executive order, or other governmental action, and neither Borrower is engaging, or shall engage, in any dealings or transactions or shall otherwise be associated with such persons. In addition, Borrower hereby agrees to provide to Lender with any additional information that Lender deems necessary from to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities.

#### 4. CONDITIONS OF LENDING

**4.1. Loan Funding.** The obligation of Lender to close the transactions contemplated by this Agreement shall be subject to satisfaction of the following conditions, unless waived in writing by Lender: (a) all legal matters and Loan Documents incident to the transactions contemplated hereby shall be reasonably satisfactory, in form and substance, to Lender’s counsel; (b) Borrower shall have delivered the Borrower Legal Opinion to Lender containing such opinions, and in form and content, acceptable to Lender in Lender’s sole discretion; (c) Lender shall have received (i) certificates by an authorized officer or representative of Borrower upon which Lender may conclusively rely until superseded by similar

certificates delivered to Lender, certifying that (1) all requisite action taken in connection with the transactions contemplated hereby has been duly authorized and (2) the names, signatures, and authority of such Person's authorized signers executing the Loan Documents, and (ii) such other documents as Lender may reasonably require to be executed by, or delivered on behalf of, Borrower; (d) Lender shall have received the Note, with all blanks appropriately completed, executed by an authorized signer for Borrower; (e) Borrower shall have paid to Lender the fee(s) then due and payable under this Agreement and the other Loan Documents; (f) no Material Adverse Change shall have occurred in Borrower's financial condition or prospects; (g) Lender shall have received written instructions by Borrower with respect to disbursement of the proceeds of the Loan; and (h) Lender shall have received all Security Instruments duly executed by all parties thereto

**4.2. Security.** No Loan shall be made hereunder unless and until Borrower shall have supplied to Lender as security for repayment of any and the Loan made hereunder the Security Instruments listed on Exhibit A hereto, in form and substance reasonably acceptable to Lender.

**4.3. Closing of the Loan.** The obligation of Lender to make the Loan and any advance under the Loan shall be subject to initial compliance with Section 4.1 and 4.2 herein and also subject to satisfaction of the following conditions that at the date of making such Loan, and after giving effect thereto: (a) no Event of Default shall have occurred and continue to exist and (b) each representation and warranty set forth in Section 3 above is true and correct as if then made, except to the extent that such representation or warranty relates to an earlier date, in which case, such warranty or representation shall be true and correct as of such date.

## 5. COVENANTS

As long as credit is available hereunder or until all principal of and interest on the Note has been paid, Borrower covenants and agrees that it will comply with the following provisions:

**5.1. Securities Account: Minimum Value.** So long as credit is available hereunder or until all principal of and interest on the Note has been paid in full, Borrower shall (a) maintain with Lender and/or a Lender Affiliate, the Securities Account pledged as Collateral by the Security Instrument; and (b) the value the Securities Account shall at all times be greater than 65% the Indebtedness outstanding under the Note.

**5.2. Adverse Changes.** Borrower shall promptly notify Lender in writing of (a) the occurrence of any event which, if it had existed on the date of this Agreement, would have required qualification of the representations and warranties set forth in Section 3 hereof and (b) any Material Adverse Change.

**5.3. Notice of Default.** Borrower shall promptly notify (but in no event more than five (5) days after the occurrence thereof) Lender of any Event of Default or Potential Default hereunder.

**5.4. Auto-Pay; Deposit Account.** Borrower shall establish and maintain deposit account number ("Deposit Account") with Lender. All Loan payments and fees will automatically be debited from the Deposit Account and all disbursements of Loan proceeds shall be made by Lender's crediting of such disbursements directly into the Deposit Account.

**5.5. Extraordinary Services.** In the event extraordinary services are required by Lender for inspections, appraisals, or for securing estimates of costs which, in Lender's reasonable judgment are not regular or routine, Lender may deduct the reasonable expense of such extraordinary services from any moneys due to Borrower hereunder or from any account maintained by Borrower with Lender or any Lender Affiliate.

**5.6. Additional Assurance.** Borrower shall upon request of Lender promptly take such action and promptly make, execute, and deliver all such additional and further items, deeds, assurances, and instruments as Lender may reasonably require, so as to completely vest in and ensure to Lender its rights hereunder and in or to the Collateral.

**5.7. Related Expenses.** Borrower hereby authorizes Lender or Lender's designated agent (but without obligation by Lender to do so) to incur Related Expenses (whether prior to, upon, or subsequent to any Event of Default), and Borrower shall promptly repay, reimburse, and indemnify Lender for any and all Related Expenses. Lender may, at its option, debit Related Expenses directly to the Loan Accounts or any Deposit Account of Borrower maintained with Lender or any Lender Affiliate.

**5.8. Further Assurances.** At Lender's request at any time and from time to time, Borrower shall duly execute and deliver, and cause each Subsidiary to execute and deliver, such further agreements, documents and instruments, and do or cause to be done such further acts as may reasonably be necessary or proper to effectuate the provisions or purposes of the Loan Documents, at Borrower's expense.

## 6. EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

**6.1. Payments.** If (a) the interest on the Note or any commitment or other fee shall not be paid in full punctually when due and payable, or (b) the principal of the Note shall not be paid in full punctually when due and payable.

**6.2. Value of the Securities Account.** If the amount of the outstanding Indebtedness under the Note shall, at any time, be greater than 65% of the market value of the Securities Account, as determined by Secured Party.

**6.3. Covenants.** If Borrower fails to perform or observe any covenant or agreement (other than as referred to in Section 6.1 or Section 6.2 hereof) contained in of this Agreement or in any other of the Loan Documents, and such failure remains unremedied for thirty (30) days after Lender gives notice thereof to Borrower.

**6.4. Representations and Warranties.** If any representation, warranty or statement made in or pursuant to this Agreement or any Loan Document or any other material information furnished by Borrower to Lender or any other holder of the Note, shall be false or erroneous.

**6.5. Validity Of Loan Documents.** If (a) any material provision, in the sole opinion of Lender, of any Loan Document shall at any time for any reason cease to be valid, binding and enforceable against Borrower; (b) the validity, binding effect or enforceability of any Loan Document against Borrower shall be contested by Borrower; (c) Borrower shall deny that it has any or further liability or obligation thereunder; or (d) any Loan Document shall be terminated, invalidated or set aside, or be declared ineffective or inoperative or in any way cease to give or provide to Lender the benefits purported to be created thereby.

**6.6. Loan Document Default.** If any Event of Default or Potential Default shall occur under any other Loan Document, or if under any Loan Document any payment is required to be made by Borrower on demand of Lender, and such demand is made.



**6.7. Cross Default.** If Borrower shall default in the payment of any obligation for an Indebtedness for borrowed money in an amount that would in the aggregate cause a Material Adverse Change and such failure continues beyond any period of grace provided with respect thereto or in the performance or observance of any other agreement, term or condition contained in any agreement under which such obligation is created, if the effect of such default is to allow the acceleration of the maturity of such Indebtedness or to permit the holder thereof to cause such Indebtedness to become due prior to its stated maturity.

**6.8. ERISA Default.** The occurrence of one or more ERISA Events that (a) Lender determines could have caused a Material Adverse Change, or (b) results in a Lien on any of the assets of Borrower.

**6.9. Money Judgment.** A final judgment or order for the payment of money in an amount that would cause a Material Adverse Change shall be rendered against Borrower by a court of competent jurisdiction, that remains unpaid or unstayed and undischarged for a period (during which execution shall not be effectively stayed) of thirty (30) days after the date on which the right to appeal has expired.

**6.10. Material Adverse Change.** There shall have occurred any Material Adverse Change.

**6.11. Solvency.** If Borrower shall (a) generally not pay its debts as such debts become due, (b) make a general assignment for the benefit of creditors, (c) be adjudicated a debtor or have entered against it an order for relief under Title 11 of the United States Code, as the same may be amended from time to time, (d) file a voluntary petition in bankruptcy or file a petition or an answer seeking reorganization or an arrangement with creditors or seeking to take advantage of any other law (whether federal or state) relating to relief of debtors, or admit (by answer, by default or otherwise) the material allegations of a petition filed against it in any bankruptcy, reorganization, insolvency or other proceeding (whether federal or state) relating to relief of debtors, (e) suffer or permit to continue unstayed and in effect for forty five (45) consecutive days any judgment, decree or order entered by a court of competent jurisdiction, that approves a petition seeking its reorganization, or (f) take any action in order thereby to effect any of the foregoing, or omit to take, any action in order to prevent any of the foregoing.

## **7. REMEDIES UPON DEFAULT**

**7.1. Rights of Lender.** If any Event of Default shall occur and be continuing, Lender may, at its election, and without demand or notice of any kind, do any one or more of the following:

(a) Declare all of Borrower's Obligations to Lender to be immediately due and payable, whereupon all unpaid principal, interest and fees in respect of such Obligations, together with all of Lender's costs, expenses and attorneys' fees related thereto, under the terms of the Loan Documents or otherwise, shall be immediately due and payable (provided, that, upon the occurrence of any Event of Default described in Section 6.10 hereof, all Obligations shall automatically become immediately due and payable);

(b) Terminate any commitment to make any additional advances under any Loan;

(c) Exercise any and all rights and remedies available to Lender under any applicable law;

(d) Exercise any and all rights and remedies granted to Lender under the terms of this Agreement or any of the other Loan Documents; and/or

(e) Set off the unpaid balance of the Obligations against any Account, the Securities Account, or any debt owing to Borrower by Lender or by any Lender Affiliate, including, without limitation, any

obligation under a repurchase agreement or any funds held at any time by Lender or any Lender Affiliate, whether collected or in the process of collection, or in any time or demand deposit account maintained by Borrower at, or evidenced by any certificate of deposit issued by, Lender or any Lender Affiliate.

**7.2. No Waiver.** The remedies in this Section 7 are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which Lender may be entitled. No failure or delay on the part of Lender in exercising any right, power, or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. The remedies in this Agreement are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which Lender may be entitled. All Lender's rights and remedies, whether evidenced by this Agreement or by any other agreement, instrument or document shall be cumulative and may be exercised singularly or concurrently.

## 8. MISCELLANEOUS

**8.1. Remedies; Waiver; Amendments.** No waiver of any provision of this Agreement or the Note, or consent to departure therefrom, is effective unless in writing and signed by Lender. No such consent or waiver extends beyond the particular case and purpose involved. No amendment to this Agreement is effective unless in writing and signed by Borrower and Lender. If at any time or times, by assignment or otherwise, Lender transfers any of the Obligations or any part of the Collateral to another person, such transfer shall carry with it Lender's powers and rights under this Agreement with respect to the Obligation or Collateral so transferred and the transferee shall have said powers and rights, whether or not they are specifically referred to in the transfer. To the extent that Lender retains any other of the Obligations or any part of the Collateral, Lender will continue to have the rights and powers with respect to the Obligations and the Collateral as set forth in this Agreement.

**8.2. Expenses, Costs and Taxes.** Borrower shall pay on demand all costs and expenses of Lender, and all Related Expenses, including but not limited to, (a) administration, travel and out-of-pocket expenses, including but not limited to reasonable attorneys' fees and expenses, of Lender in connection with the preparation, negotiation, closing and amendment of the Loan Documents and the administration of the Loan Documents, the collection and disbursement of all funds hereunder and the other instruments and documents to be delivered hereunder, (b) extraordinary expenses of Lender in connection with the administration of this Agreement, the Note and the other instruments and documents to be delivered hereunder, (c) the reasonable fees and out-of-pocket expenses of special counsel for Lender, with respect to the foregoing, and of local counsel, if any, who may be retained by said special counsel with respect thereto, (d) all fees due hereunder or in any other Loan Documents, (e) all costs and expenses, including reasonable attorneys' fees, in connection with the determination of Lender's lien priority in any collateral securing the Note, or the restructuring or enforcement of the Note or any other Loan Document, and (f) all out of pocket expenses incurred by Lender (including the fees, charges and disbursements of any counsel for Lender), in connection with the enforcement or protection of Lender's rights (i) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (ii) in connection with the Loan made issued hereunder, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loan. In addition, Borrower shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of any Loan Document, and the other instruments and documents to be delivered hereunder, and agrees to hold Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees. Borrower authorizes Lender to debit such expenses, costs and taxes directly to Borrower's Loan accounts or any account Borrower maintains with Lender or Lender Affiliate.

**8.3. Indemnification.** Borrower shall indemnify and hold Lender harmless against any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceeding, whether or not Lender shall be designated a party thereto) which may be incurred by Lender relating to or arising out of this Agreement or any actual or proposed use of proceeds of any Loan hereunder; provided, that Lender shall have no right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final non-appealable judgment. A certificate as to any such loss or expense shall be promptly submitted by Lender to Borrower and shall, in the absence of manifest error, be conclusive and binding as to the amount thereof.

**8.4. Governing Law; Construction.** The provisions of this Agreement and the respective rights and duties of Borrower and Lender hereunder shall be governed by and construed in accordance with Alaska law and any applicable federal laws. Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Alaska state or federal court sitting in Anchorage, Alaska, over any action or proceeding arising out of or relating to this Agreement, or any document related to the Obligations, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Alaska state or federal court. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court. The several captions to different Sections of this Agreement are inserted for convenience only and shall be ignored in interpreting the provisions hereof. Time is of the essence in the performance of the obligations under this Agreement. All grace periods in this Agreement and all other Loan Documents shall run concurrently.

**8.5. Extension of Time.** If any payment comes due on a day that is not a Business Day, Borrower may make the payment on the first Business Day following the payment date and pay the additional interest accrued to the date of payment.

**8.6. Notices.** All notices, requests, demands or other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Agreement, or if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Borrower to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

**8.7. Survival of Agreements; Relationship.** All agreements, representations, and warranties made in this Agreement will survive the making of the extension of credit hereunder, and will bind and inure to the benefit of Borrower and Lender, and their respective successors and permitted assigns; provided, that no subsequent holder of the Note shall by reason of acquiring the Note become obligated to make any Loan hereunder and no successor to or assignee of Borrower may borrow hereunder without Lender's written assent. Lender may transfer and assign this Agreement, and the Loan hereunder, and deliver the Collateral to the assignee, who shall thereupon have all of the rights of Lender. Borrower may not assign this Agreement or the right to receive any disbursements hereunder or any interest herein. The rights and powers given in this Agreement to Lender are in addition to those otherwise created or existing in the same Collateral by virtue of other agreements or writings. The relationship between Borrower and Lender with respect to this Agreement, the Note and any other Loan Document is and shall be solely that of debtor and creditor, respectively, and Lender has no fiduciary obligation toward Borrower with respect to any such document or the transactions contemplated thereby.

**8.8. Severability.** If any provision of this Agreement or the Note, or any action taken hereunder, or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or the Note, each of which shall be construed and enforced without reference to such illegal or invalid portion and shall be deemed to be effective or taken in the manner and to the full extent permitted by law.

**8.9. Entire Agreement.** This Agreement, the Note, the Security Instruments and any other Loan Document executed in connection herewith integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral representations and negotiations and supersede, amend and restate prior writings with respect to the subject matter hereof. In this Agreement unless the context otherwise requires, words in the singular number include the plural, and in the plural number include the singular.

**8.10. JURY TRIAL WAIVER.** BORROWER AND LENDER EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

**8.11. Counterparts.** This Agreement and the other Loan Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of said counterparts taken together shall be deemed to constitute but one document. Delivery of an executed counterpart of this Agreement by any electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement.

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IN WITNESS WHEREOF, Borrower and Lender have each caused this Agreement to be executed by their duly authorized officers on the date first set forth above.

Address:

601 First Street,  
Cordova, AK 99574

**BORROWER:**

**CITY OF CORDOVA, ALASKA**

By: \_\_\_\_\_  
Name: Samantha Greenwood  
Title: City Manager

By: \_\_\_\_\_  
Name: Susan Bourgeois  
Title: City Clerk

Address:

101 West Benson Boulevard, Suite 302  
Anchorage, Alaska 99503

**LENDER:**

**KEYBANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
Name: Justin Mills  
Title: Vice President

**DRAFT**

**EXHIBIT A**  
**SECURITY INSTRUMENTS**  
[ATTACHED]

**DRAFT**

Exhibit A  
Security Instruments

That certain Pledge and Security Agreement: Securities Account, dated as of the date of this Agreement, by and between Lender and Borrower.

That certain Securities Account Control Agreement, dated as of the date of this Agreement, by and between Lender and Borrower.

DRAFT

## REVOLVING CREDIT NOTE

\$3,000,000.00 \_\_\_\_\_, 2024

The **CITY OF CORDOVA, ALASKA**, with offices 601 First Street, Cordova, Alaska 99574 (“Borrower”) shall pay to the order of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, with offices at 101 West Benson Boulevard, Suite 302, Anchorage, Alaska 99503, and its successors and assigns (“Lender”), Three Million Dollars (\$3,000,000), or so much thereof as may have been advanced under this Revolving Credit Note (the “Note”), on or before \_\_\_\_\_, 2025 (the “Maturity Date”), plus interest on the outstanding balance from this date until paid. Terms not otherwise defined herein shall have the respective meanings set forth in that certain Loan Agreement dated \_\_\_\_\_, 2024, by and between Borrower and Lender, and all amendments thereto from time to time (the “Loan Agreement”).

**1. Definitions.** For purposes hereof, the following definitions apply:

“Applicable Margin” means 275 basis points.

“Benchmark” means, initially, Daily Simple SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 4.

“Business Day” means (i) a day of the year on which banks are not required or authorized to close in Cleveland, Ohio and (ii) with respect to any matters relating to SOFR Loans, a SOFR Business Day.

“Daily Simple SOFR” means, for any day, an interest rate per annum, reset on each Business Day (rounded in accordance with Lender’s customary practices, unless there is a hedge agreement in place with Lender), equal to the greater of (i) SOFR for the day that is five Business Days prior to such day, published by the SOFR Administrator on the immediately succeeding Business Day and (ii) the Floor. If by 5:00 pm (New York City time) on the second Business Day immediately following any day on which SOFR is to be reset, SOFR for such day has not been published on the SOFR Administrator’s Website and a Replacement Event with respect to SOFR has not occurred, then SOFR for such day will be SOFR as published in respect of the first preceding Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of SOFR for no more than ten consecutive Business Days.

“Default Rate” means, for any day, a rate per annum equal to 3% per annum above the rate that would otherwise be applicable to the Loans pursuant to Section 2.4.

“Floor” means one percent (1.00)% per annum.

“Interest Payment Date” means the first Business Day of each calendar month and the Maturity Date.

“Loan” or “Loans” or “Borrowing(s)” means any loan made by Lender hereunder. “Relevant Governmental Body” means the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto.



“SOFR” or “SOFR Rate” means, with respect to any SOFR Business Day, a rate per annum equal to the secured overnight financing rate for such SOFR Business Day.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“SOFR Loan” means a loan that bears interest at a rate based on Daily Simple SOFR. “SOFR Unavailability Period” means, the period (if any) (a) beginning at the time that either (i) the SOFR Administrator permanently or indefinitely has ceased to provide SOFR or (ii) the SOFR Administrator has announced that SOFR is no longer representative and (b) ending at the time that either (i) the SOFR Administrator has resumed providing SOFR or (ii) the SOFR Administrator has announced that SOFR is representative, as applicable.

## **2. Terms of Credit Facility.**

**2.1. Establishment of Credit Facility.** Lender will, upon request from Borrower, make advances to or for the account of Borrower, through the Maturity Date, up to but not exceeding an aggregate unpaid principal amount outstanding at any one time equal to \$3,000,000 (the “Line of Credit”). All advances shall be in a minimum amount of at least \$1,000.00 or such lesser amount as is available hereunder. Subject to the foregoing, Borrower may borrow, repay and reborrow up to the amount of this Note. Any advances made hereunder shall be subject to the terms set forth in the Loan Agreement. On the Closing Date, and subject to and upon the terms and conditions set forth in this Note and the other Loan Documents, Lender agrees to establish the credit facility made hereunder for the benefit of Borrower; provided, however, that at no time will the aggregate credit facility exposure exceed the Line of Credit.

**2.2. Revolving Line of Credit.** Lender agrees, on the terms and conditions set forth in this Note, to make a Loan or Loans to the Borrower from time to time, which Loans: (i) may be repaid or prepaid and reborrowed in accordance with the provisions hereof; and (ii) shall not be made if, after giving effect to any such Loan, (A) the line of credit exposure of the Lender would exceed the maximum principal amount of the Line of Credit, or (B) the Borrower would be required to prepay Loans pursuant to this Note.

### **2.3. Notice of Borrowing.**

(a) **Time of Notice.** Except to the extent provided below, each Borrowing of a Loan shall be made upon notice in the form provided for below which shall be provided by the Borrower to the Lender at its Notice Office not later than 11:00 A.M. (local time at its Notice Office) at least five (5) SOFR Business Days’ prior to the date of such Borrowing. If the Borrower has elected to use the Lender’s automated electronic notice systems, including on-line loan management portal systems, automated credit sweep product systems, or other similar systems which the Lender may offer from time to time, any request made through such a system shall be deemed to be a complying Notice of Borrowing, provided that the Lender reserves the right, upon written notice to the Borrower, to require the notice period to be no less than the time period set forth above. As a condition to the Borrower using the Lender’s electronic notice

systems as a Notice of Borrowing, the Borrower waives any claims relating to Lender reserving its right to require a borrowing notice to be provided to the Lender five (5) SOFR Business Days prior to funding.

(b) Notice of Borrowing. Except to the extent any notice is provided through the Lender's electronic notice provisions as set forth above, each request for a Borrowing shall be made by an Authorized Officer of the Borrower by delivering written notice of such request substantially in the form of Exhibit A hereto (each such notice, a "Notice of Borrowing") or by telephone (to be confirmed immediately in writing by delivery by an Authorized Officer of the Borrower of a Notice of Borrowing), and in any event each such request shall be irrevocable and shall specify (i) the aggregate principal amount of the Loans to be made pursuant to such Borrowing and (ii) the date of the Borrowing (which shall be a Business Day). Without in any way limiting the obligation of the Borrower to confirm in writing any telephonic notice permitted to be given hereunder, the Lender may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Lender in good faith to be from an Authorized Officer of the Borrower entitled to give telephonic notices under this Note on behalf of the Borrower. In each such case, the Lender's record of the terms of such telephonic notice shall be conclusive absent manifest error.

**2.4. Interest; Default Rate.** Borrower shall pay interest on the outstanding principal balance of this Note at the applicable rate per annum set forth below:

(a) Interest on Loans. The outstanding principal amount of each Loan made by the Lender shall bear interest at a fluctuating rate per annum that shall at all times be equal to the Daily Simple SOFR rate plus the Applicable Margin in effect from time to time.

(b) Default Interest. Notwithstanding the above provisions, if an Event of Default has occurred and is continuing, upon written notice by the Lender, (i) the principal amount of all Loans outstanding and, to the extent permitted by applicable law, all overdue interest in respect of each Loan and all fees or other amounts owed hereunder, shall thereafter bear interest (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) payable on demand, at a rate per annum equal to the Default Rate, and (ii) any letter of credit fees shall be increased by an additional 3% per annum in excess of such fees otherwise applicable thereto. In addition, if any amount (other than amounts as to which the foregoing subparts (i) and (ii) are applicable) payable by the Borrower under the Loan Documents is not paid when due, upon written notice by the Lender, such amount shall bear interest, payable on demand, at a rate per annum equal to the Default Rate.

(c) Accrual and Payment of Interest. Interest shall accrue from and including the date of any Borrowing to but excluding the date of any prepayment or repayment thereof and shall be payable by the Borrower: (i) on each Interest Payment Date and (ii) on any repayment or prepayment, at maturity (whether by acceleration or otherwise), and, after such maturity or, in the case of any interest payable pursuant to clause (b), on demand. As consideration for the Lender providing advance notice of the amount of accrued interest at the Daily Simple SOFR Rate payable for any payment date, the Borrower acknowledges that any such notice will contain an estimate of the accrued interest due on such payment date for the entire interest payment period, and agrees that such estimate may be subject to change based on any change in the amount of Loans outstanding and/or the Daily Simple SOFR rate after the estimate is calculated and prior to the end of the applicable interest period. The Lender may provide a true-up reconciling the actual amount of interest accrued for any prior period on any subsequent notice or invoice for accrued interest payable on any later interest payment date, and the Borrower shall be required to pay the full amount of the accrued interest upon the Lender's notification of any revised calculation of the amount of interest due.

(d) Computations of Interest. All computations of interest on SOFR Loans hereunder shall be made on the actual number of days elapsed over a year of 360 days.

(e) Information as to Interest Rates. The applicable Daily Simple SOFR shall be determined by the Lender, and such determination shall be conclusive absent manifest error. The Lender, upon determining the interest rate for any Borrowing, shall promptly notify the Borrower thereof.

(f) Unavailability of Daily Simple SOFR. If for any reason Daily Simple SOFR is unavailable for a period of longer than ten (10) consecutive SOFR Business Days, as provided in the definition of “Daily Simple SOFR”, the provisions of Section 4 will be applicable.

### **3. Increased Costs, Illegality, Inability to Determine Rates and Taxes.**

#### **3.1. Increased Costs.**

(a) Increased Costs Generally. If any change in law shall:

(i) impose, modify or deem applicable any reserve (including pursuant to regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, special, supplemental or other marginal reserve requirement), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, the Lender;

(ii) subject any recipient to any taxes (other than (A) any indemnified taxes, (B) any excluded taxes and (C) any connection income taxes) on its loans, loan principal, letters of credit, commitments, or other obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on the Lender any other condition, cost or expense (other than taxes) affecting this Note or Loans made by the Lender; and the result of any of the foregoing shall be to increase the cost to the Lender or such other recipient of making, converting to, continuing or maintaining any Loan or of maintaining its obligation to make any such Loan, or to increase the cost to the Lender, or to reduce the amount of any sum received or receivable by the Lender or other recipient hereunder (whether of principal, interest or any other amount) then, upon request of the Lender or other recipient, the Borrower will pay to the Lender or other recipient, as the case may be, such additional amount or amounts as will compensate the Lender or other recipient, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If the Lender determines that any Change in Law affecting the Lender or any lending office of the Lender or the Lender’s holding company, if any, regarding capital or liquidity requirements, has or would have the effect of reducing the rate of return on the Lender’s capital or on the capital of the Lender’s holding company, if any, as a consequence of this Note, the commitments of the Lender or the Loans made by the Lender to a level below that which the Lender or the Lender’s holding company could have achieved but for such Change in Law (taking into consideration the Lender’s policies and the policies of the Lender’s holding company with respect to capital adequacy), then from time to time the Borrower will pay to the Lender such additional amount or amounts as will compensate the Lender or the Lender’s holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of the Lender setting forth the amount or amounts necessary to compensate the Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section and delivered to the Borrower, shall be conclusive absent

manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) **Delay in Requests.** Failure or delay on the part of the Lender to demand compensation pursuant to this Section shall not constitute a waiver of the Lender's right to demand such compensation; provided that the Borrower shall not be required to compensate the Lender pursuant to this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that the Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions, and of the Lender's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

**3.2. Illegality.** If, because of the introduction of or any change in, or because of any judicial, administrative, or other governmental interpretation of, any law or regulation, it becomes unlawful for the Lender to make, fund, or maintain any advance at a SOFR Rate, then the Lender shall notify the Borrower that the Lender is no longer able to maintain the interest rate at a SOFR Rate, (b) the Borrower shall not be entitled to select a SOFR Rate for Borrowings, and (c) all Loans shall be Alternate Base Rate Loans.

**3.3. Inability to Determine Rates.**

(a) **Temporary.** If the Lender determines (which determination shall be conclusive and binding on the Borrower) that "Daily Simple SOFR" cannot be determined pursuant to the definition thereof other than due to a Benchmark Transition Event, the Lender will promptly so notify the Borrower. Upon notice thereof by the Lender to the Borrower, except as provided in the definition of "Daily Simple SOFR", (i) any obligation of the Lender to make or continue SOFR Loans shall be suspended, (ii) any Loans thereafter advanced will bear interest at the Alternate Base Rate and (iii) all SOFR Loans shall be immediately converted to Alternate Base Rate Loans until the Lender revokes such notice.

(b) **Permanent.** If the Lender determines (which determination shall be conclusive and binding on the Borrower) that "Daily Simple SOFR" cannot be determined pursuant to the definition thereof as a result of a Benchmark Transition Event, the Lender will promptly so notify the Borrower, and the provisions of Section 4 of this Note shall be applicable. Upon notice thereof by the Lender to the Borrower, (i) any obligation of the Lender to make SOFR Loans shall be suspended, (ii) any Loans thereafter advanced will bear interest at the Alternate Base Rate unless and until the Lender and the Borrower have amended this Note to provide for a Benchmark Replacement in accordance with Section 4 of this Note, and (iii) all SOFR Loans shall be immediately converted to Alternate Base Rate Loans.

**3.4. Breakage Compensation.** In the event of (a) the payment of any principal of any SOFR Loan other than on the Interest Payment Date therefor (including as a result of an Event of Default), (b) the conversion of any SOFR Loan other than on the Interest Payment Date therefor, (c) the failure to borrow, convert, continue or prepay any SOFR Loan on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any SOFR Loan other than on the Interest Payment Date therefor as a result of a request by the Borrower, then, in any such event, the Borrower shall compensate each Lender for any loss, cost and expense attributable to such event, including any loss, cost or expense arising from the liquidation or redeployment of funds. A certificate of the Lender setting forth any amount or amounts that the Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay the Lender the amount shown as due on any such certificate within 10 days after receipt thereof. Any such amendment with respect to a Benchmark Transition Event will become effective at the time, not less than five Business Days after the Lender has provided notice thereof, which is provided in the applicable amendment implementing such Benchmark Replacement. No

replacement of a Benchmark with a Benchmark Replacement pursuant to this Section will occur prior to the applicable Benchmark Transition Start Date.

#### **4. Benchmark Replacement Setting.**

**4.1. Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document (and any swap agreement shall be deemed not to be a “Loan Document” for purposes of this Section, upon the occurrence of a Benchmark Transition Event, the Lender and the Borrower may amend this Note to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective at the time, not less than five Business Days after the Lender has provided notice thereof, which is provided in the applicable amendment implementing such Benchmark Replacement. No replacement of a Benchmark with a Benchmark Replacement pursuant to this Section will occur prior to the applicable Benchmark Transition Start Date. Unless and until a Benchmark Replacement has been implemented, all Loans shall be Alternate Base Rate Loans.

**4.2. Benchmark Replacement Conforming Changes.** In connection with the implementation of a Benchmark Replacement, the Lender will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Note or any other Loan Document.

**4.3. Notices; Standards for Decisions and Determinations.** The Lender will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Lender pursuant to this Section 4, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Note or any other Loan Document, except, in each case, as expressly required pursuant to this Section 4.

**4.4. Definitions.** For purposes hereof, the following terms have the definitions provided below:

“Benchmark Replacement” means with respect to any Benchmark Transition Event, the sum of: (i) the alternate benchmark rate that has been selected by the Lender and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. dollar-denominated credit facilities and (ii) the related Benchmark Replacement Adjustment; provided that if such Benchmark Replacement as so determined would be less than the Floor, such Benchmark Replacement will be deemed to be the Floor for the purposes of this Note and the other Loan Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement the spread adjustment, or method for calculating or determining such spread adjustment (which may be a positive or negative value or zero), that has been selected by the Lender and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such

Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated syndicated credit facilities.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Business Day,” or “SOFR Business Day”, the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, length of lookback periods and other technical, administrative or operational matters) that the Lender decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Lender in a manner substantially consistent with market practice (or, if the Lender decides that adoption of any portion of such market practice is not administratively feasible or if the Lender determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Lender decides is reasonably necessary in connection with the administration of this Note and the other Loan Documents).

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any available tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (A) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (B) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current available tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof);

(d) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the

Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof); or

(e) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) is no longer, or as of a specified future date will no longer be, representative.

“Benchmark Transition Start Date” means in the case of a Benchmark Transition Event, the earlier of (i) the applicable Benchmark Replacement Date and (ii) if such Benchmark Transition Event is a public statement or publication of information of a prospective event, the 90th day prior to the expected date of such event as of such public statement or publication of information (or if the expected date of such prospective event is fewer than 90 days after such statement or publication, the date of such statement or publication).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 4 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Section 4.

“Reference Time” with respect to any setting of the then-current Benchmark means (a) if such Benchmark is Daily Simple SOFR, then four (4) SOFR Business Days prior to (i) if the date of such setting is a SOFR Business Day, such date or (ii) if the date of such setting is not a SOFR Business Day, the SOFR Business Day immediately preceding such date and (b) if such Benchmark is not Daily Simple SOFR, then the time determined by the Lender in accordance with the Benchmark Replacement Conforming Changes.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

**5. Rates.** The Lender does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the administration of, submission of, calculation of or any other matter related to Daily Simple SOFR, any component definition thereof or rates referenced in the definition thereof or any alternative, comparable or successor rate thereto (including any then-current Benchmark or any Benchmark Replacement), including whether the composition or characteristics of any such alternative, comparable or successor rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, Daily Simple SOFR or any other Benchmark, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes.

**6. Payments.** Commencing \_\_\_\_\_, 2024, and continuing on the first day of each consecutive calendar month thereafter to and including the Maturity Date, Borrower shall pay interest then accrued and unpaid on the outstanding balance (if any) of this Note. At maturity or the earlier acceleration of this Note, Borrower shall pay the entire principal balance, plus all accrued and unpaid interest and fees. Borrower shall make all payments on this Note to Lender at its address stated above, or at such other place as the

holder of this Note may designate. Borrower may make prepayments of principal at any time subject to the terms and conditions of this Note, and subject to any requirements and/or provisions of any agreement(s) for any derivative or hedging product, including, without limitation, interest rate or equity swaps, futures, options, caps, floors, collars, or forwards now or hereafter executed by and between Borrower and Lender with respect to this Note. For any payment due under this Note not made within ten (10) days after its due date, Borrower shall pay a late fee equal to the greater of five percent (5%) of the amount of the payment not made or \$50.00. Lender shall apply all payments received on this Note to any unpaid late charges and prepayment premiums, accrued and unpaid interest then due and owing, and the reduction of principal of this Note, in such order and in such amounts as Lender may determine from time to time. The sum or sums shown on Lender's records shall be rebuttably presumptive of the correct unpaid balances of principal and interest on this Note. Lender is also authorized to complete all blank spaces in this Note. If any payment comes due on a day that is not a Business Day, Borrower may make the payment on the first Business Day following the payment date and pay the additional interest accrued to the date of payment.

7. **Collateral.** Pursuant to the Pledge and Security Agreement: Securities Account, dated as even date herewith, by and between Borrower and Lender, Borrower has secured this Note by a pledge and first priority lien on the Securities Account of the Borrower maintained with Lender or a Lender Affiliate.

8. **Deposit Accounts.** Except as provided in the Loan Agreement, so long as credit is available hereunder or until all principal of and interest on this Note have been paid in full, the Borrower shall maintain with Lender and/or any Lender Affiliate, a Deposit Account or other account as identified in the Loan Agreement. At the option of Lender, all loan payments and fees will automatically be debited from the Deposit Account and all disbursements of Loan proceeds shall be made by the Lender's or Lender Affiliate's crediting of such disbursements directly into the Deposit Account.

9. **Set Off.** The Borrower grants to the Lender a continuing lien on and security interest in any and all deposits or other sums at any time credited by or due from the Lender (or any of its banking or lending affiliates, or any bank acting as a participant under any loan arrangement between the Lender and the Borrower, or any third party acting on the Lender's behalf (collectively, the "Lender Affiliates")) to the Borrower and any cash, securities, instruments or other property of the Borrower in the possession of the Lender or any Lender Affiliate, whether for safekeeping or otherwise, or in transit to or from the Lender or any Lender Affiliate (regardless of the reason the Lender or Lender Affiliate had received the same or whether the Lender or Lender Affiliate has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of the Borrower to the Lender or any Lender Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of the Borrower to the Lender or any Lender Affiliate at any time, whether or not such are then due, whether or not demand has been made and whether or not other collateral is then available to the Lender or any Lender Affiliate.

10. **Events of Default.** The occurrence of an Event of Default as defined in the Loan Agreement shall constitute an Event of Default under this Note.

11. **Remedies upon Default.** If any Event of Default shall occur, Lender may, at its election, and without demand or notice of any kind, do any one or more of the following:

11.1. Declare all of the Borrower's obligations to Lender under this Note immediately due and payable, whereupon all unpaid principal, interest and fees in respect of this Note, together with all of Lender's costs, expenses and attorneys' fees related thereto, under the terms of this Note or otherwise, shall be immediately due and payable;

11.2. Terminate any commitment to make advances under this Note;



- 11.3.** Exercise any and all rights and remedies available to Lender under any applicable law;
- 11.4.** Exercise any and all rights and remedies granted to Lender under the terms of this Note and any of the other Loan Documents; and/or
- 11.5.** Set off the unpaid balance hereunder against any debt owing to Borrower by the Lender or by any Lender Affiliate.
- 12. Governing Law.** This Note shall be construed under the internal laws of the State of Alaska and any applicable federal laws, without regard to its rules or principles on the conflict of laws. Time is of the essence in the payment of this Note. All grace periods in this Note and all other Loan Documents shall run concurrently.
- 13. Notices.** All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Borrower, mailed or delivered to it, addressed to it at the address specified on the signature pages of this Note, or if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the front page of this Note. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation or receipt, except that notices from Borrower to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender. Without prejudicing the right of the Lender to give any notice or communication in any manner specified in this Note or any other Loan Document, notices and other communications to the Borrower with respect to the amount of interest, principal, fees or other payment amounts may be delivered or furnished using electronic platforms, electronic transmission systems or by email.
- 14. Binding Effect.** This Note shall be binding upon the Borrower and upon Borrower's respective heirs, successors, assigns and legal representatives, and shall inure to the benefit of the Lender and its successors, endorsees and assigns.
- 15. Amendments.** Any amendment hereof must be in writing and signed by the party against whom enforcement is sought. Unenforceability of any provision hereof shall not affect the enforceability of any other provision. A photographic or other reproduction of this Note may be made by the Lender, and any such reproduction shall be admissible in evidence with the same effect as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.
- 16. Indemnification.** In consideration of this loan, Borrower hereby releases and discharges Lender and its affiliates and their shareholders, directors, officers, employees, agents and attorneys (collectively "Related Parties") from any and all claims, demands, liability and causes of action whatsoever, now known or unknown, arising out of or any way related to any of the Borrower's obligations hereunder or under the Loan Documents. Borrower shall indemnify, defend and hold harmless the Lender and the Related Parties against any claim brought or threatened against the Lender by the Borrower, any guarantor or endorser hereof, or any other person on account of Lender's relationship with the Borrower or any guarantor or endorser hereof.
- 17. No Waiver.** None of the following will be a course of dealing, estoppel, waiver, or implied amendment on which any party to this Note or any Loan Document may rely: (1) Lender's acceptance of one or more late or partial payments; (2) Lender's forbearance from exercising any right or remedy under this Note, or any document providing security for or guaranty of repayment of this Note; or (3) Lender's forbearance from exercising any right or remedy under this Note or any Loan Document on any one or more occasions. Lender's exercise of any rights or remedies or a part of a right or remedy on one or more

occasions shall not preclude Lender from exercising the right or remedy at any other time. Lender's rights and remedies under this Note, the Loan Documents, and the law and in equity are cumulative to, but independent of, each other.

**18. Costs, Expenses, Fees and Taxes.** Borrower agrees to pay on demand all costs and expenses of Lender, including but not limited to, (a) administration, travel and out-of-pocket expenses, including but not limited to attorneys' fees and expenses, of Lender in connection with the preparation, negotiation and closing of the Loan Documents and the administration of the Loan Documents, the collection and disbursement of all funds hereunder and the other instruments and documents to be delivered hereunder, (b) extraordinary expenses of Lender in connection with the administration of this Note and the other instruments and documents to be delivered hereunder, (c) the reasonable fees and out-of-pocket expenses of special counsel for Lender, with respect to the foregoing, and of local counsel, if any, who may be retained by said special counsel with respect thereto, (d) all fees due hereunder or in any of the Loan Documents, and (e) all costs and expenses, including reasonable attorneys' fees, in connection with the determination of Lender's lien priority in any collateral securing this Note, or the restructuring or enforcement of this Note or any Loan Document. In addition, Borrower shall pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution and delivery of any Loan Document, and the other instruments and documents to be delivered hereunder, and agrees to hold Lender harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes or fees.

**19. Borrower Waivers.** Borrower waives presentment, demand, notice, protest, and all other demands and notices in connection with delivery, acceptance, performance, default, or enforcement of this Note.

**20. Jurisdiction.** Borrower hereby irrevocably submits to the non-exclusive jurisdiction of any Alaska state or federal court sitting in Anchorage, Alaska, over any action or proceeding arising out of or relating to this Note, and Borrower hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Alaska state or federal court. Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

**21. Jury Trial Waiver.** BORROWER AND LENDER EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN LENDER AND BORROWER ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

*(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS)*

IN WITNESS WHEREOF, Borrower, intending to be legally bound, has caused this Note to be duly executed on the day and year first above written.

**BORROWER:**

Address:

601 First Street  
Cordova, Alaska 99574

**BORROWER:**

**CITY OF CORDOVA, ALASKA**

By: \_\_\_\_\_  
Samantha Greenwood, City Manager

By: \_\_\_\_\_  
Susan Bourgeois, City Clerk

DRAFT

**EXHIBIT A**  
**NOTICE OF BORROWING**  
[ATTACHED]

**DRAFT**

Date: \_\_\_\_\_

To: Key Bank National Association  
Mail Code: \_\_\_\_\_  
101 West Benson Boulevard, Suite 302  
Anchorage, Alaska 99503  
ATTN: \_\_\_\_\_  
Electronic mail to: \_\_\_\_\_@keybank.com

Ladies and Gentlemen:

Reference is made to that certain Loan Agreement dated as of \_\_\_\_\_, 2024 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Agreement"); the terms defined therein being used herein as therein defined), between the CITY OF CORDOVA, ALASKA (the "Borrower") and KeyBank National Association ("Lender").

The undersigned hereby requests (select one):

A. Administrative Information for Loans.

1. On \_\_\_\_\_ (a Business Day).
2. In the amount of \$\_\_\_\_\_.

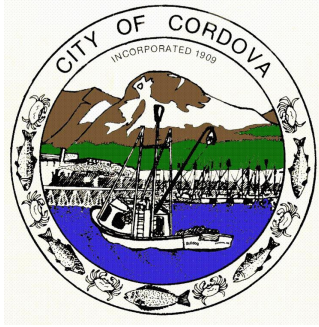
B. By signing this Notice of Borrowing, Borrower represents and warrants to Lender that the information provided above is true and correct, that Borrower is in full compliance with the terms and conditions of the Agreement, and that there has been no material adverse change in Borrower's financial condition.

**CITY OF CORDOVA, ALASKA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AGENDA ITEM 20**  
**City Council Meeting Date: 4/17/24**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 04/11/24  
**ITEM:** Resolution 04-24-20 supporting an increase to the BSA  
**NEXT STEP:** Majority voice vote

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ORDINANCE                       RESOLUTION  
 MOTION                                 INFORMATION

---

- I. REQUEST OR ISSUE:** Resolution supporting an increase to the BSA.
- II. RECOMMENDED ACTION / NEXT STEP:** Council motion to approve Resolution 04-24-20.
- III. FISCAL IMPACTS:** The Cordova School District may request alternative funding from this City if the BSA is not increased..
- IV. BACKGROUND INFORMATION:** The Cordova School District and many other districts around the state are in dire need of the additional funding that would come with a significant increase to the BSA. The Cordova School Board has advocated for this and has asked Council to do the same. Mayor Allison has written letters to the legislature and the Governor on this matter.
- V. SUMMARY AND ALTERNATIVES:** Council can approve the resolution or not approve.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-24-20**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA URGING THE  
STATE LEGISLATURE AND THE GOVERNOR TO INCREASE THE BASE STUDENT  
ALLOCATION THIS YEAR AND INFLATION PROOF THE BSA INTO THE FUTURE FOR THE  
BENEFIT OF CORDOVA SCHOOL DISTRICT STUDENTS AND ALL PUBLIC-SCHOOL  
STUDENTS IN ALASKA**

**WHEREAS**, the Cordova School District Board of Education is facing an impossible task in trying to produce a balanced budget due to the uncertainty of what funding of the BSA will look like after this legislative session; and

**WHEREAS**, the current draft Cordova School District budget would have a \$1.5 million deficit if there is no increase to the BSA; and

**WHEREAS**, the level that had been discussed and approved by the legislature, an increase of \$680 to the BSA, was vetoed by the Governor and the veto was not overridden by the same legislature, would have still resulted in a \$900,000 deficit for the Cordova School District; and

**WHEREAS**, the Cordova School District student population is growing, and next year's budget certainly will not allow for the necessary addition of elementary school teachers in Kindergarten and Sixth Grade that would be required to meet the needs of those large classroom sizes without the State funding being significantly increased; and

**WHEREAS**, the School Board and Administration are currently considering such drastic measures as discontinuing or substantially reducing the Food Services and the School Activities Programs; and

**WHEREAS**, it is unjust of this legislature and administration in Juneau to be holding the School Districts and City Governments who contribute to their funding hostage over their inability to work together and arrive at a committed BSA that will allow for approved budgets and the security of knowing the Schools will be able to provide for their students moving forward.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Council of the City of Cordova, Alaska strongly urges the legislature and the Governor to work together and increase the BSA by the amount of \$1,413 as needed for the benefit of all of Alaska's public-school students.

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk





enter into a sole-source contract with Different Strokes of Alaska to purchase and install a new engine in the Refuse Department 2014 Ford F-550 Super Duty XL”

**III. FISCAL IMPACTS:** The cost of the new engine and installation comes \$28,614.95. This will come out of the Refuse Department’s existing 2024 budget. No additional money is requested.

**IV. BACKGROUND INFORMATION:** The Refuse Divisions 2014 F-550 showed signs of mechanical issues and was sent to the city maintenance shop for repairs. City staff determined that they were unable to fully diagnose / repair the issues and brought in a Ford technician for an inspection. The Ford technician determined that the fuel injectors had failed which then caused a chain reaction of failures including the cylinders and the DPF/regeneration system. This type of failure requires a complete engine replacement. The technician said that while the odometer is reading 80,880 miles, they type of work done by this truck, which consists of constant idling and repeatedly stopping and going from house to house, puts that as the equivalent to around 300,000 miles of wear and tear on the engine.

After receiving the diagnosis staff looked at options for engine replacement and found that there is one engine available in Alaska from Different Strokes of Alaska. Other sources including the Ford dealer in Anchorage were 8 plus months out just to receive the engine, there would then be additional delays to schedule the delivery to Cordova and installation once it reached Alaska. Different Strokes of Alaska can have the engine delivered to town and installed before the end of May.

Each piece of equipment in the Refuse Division is vital to daily operations, Refuse does not have a backup vehicle sitting idle that can do the same amount of work while this truck is down. The F-550 services all residential collection and operates six days a week in the summer and five days a week in the winter. The F-550 is used specifically in the winter to service specific neighborhoods and the alleyways around main street that other refuse vehicles cannot access in winter conditions. This is why it is crucial to have it up and running as soon as possible, especially before this winter.

Staff did consider if it was a better decision to replace the engine or replace the truck. Ultimately staff believes that the truck is still in good shape overall, has a new transmission (replaced in 2022), and the city mechanics have kept up on the preventative maintenance schedule. Also, as part of the refuse vehicle lifecycle planning, it is likely that this F-550 will take the place of the aging 2005 F-450 flatbed truck that will need to be retired from the fleet in the coming years. The work performed by the F-450 is much less intensive and so the F-550 should last many years in that roll once it transitions over. By fixing the F-550 it allows for refuse to only need to purchase one new truck when the F-450 is retired.

**V. SUMMARY AND ALTERNATIVES:** Council could choose not to approve the contract.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-24-21**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING  
THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH DIFFERENT  
STROKES OF ALASKA TO PURCHASE AND INSTALL A NEW ENGINE IN THE REFUSE  
DIVISION FORD F-550 SUPER DUTY XL**

**WHEREAS**, the Refuse Division F-550 is a crucial piece of equipment for daily operations; and

**WHEREAS**, the current truck has been in service for 10 years and has the equivalent of 300,000 miles of wear and tear on the engine; and

**WHEREAS**, the Refuse Division has researched options for replacing the engine and replacing the truck and determined that it is best to replace the engine; and

**WHEREAS**, Different Strokes of Alaska has a new engine ready immediately and can have it delivered and installed in the next month, whereas other sources are over eight months out from getting an engine into the State and then additional time to get one to Cordova and installed; and

**WHEREAS**, City Council does hereby approve the following as required in Cordova Municipal Code Section 5.12.040 Council approval of contracts:

- A. Contractor: *Different Strokes Alaska*
- B. Contract price: *\$28,614.95*
- C. Nature and quantity of the performance that the City shall receive:  
*New replacement engine and install for the Refuse Division Ford F-550*
- D. Time for performance: *May 2024*; and

**WHEREAS** pursuant to Cordova Municipal Code Section 5.12.150A, the City Manager has determined in writing that, due to lack of available replacement parts, and reduced lead time, City Council agrees in approving this resolution that the city requirements are being met with a sole contract with Different Strokes of Alaska.

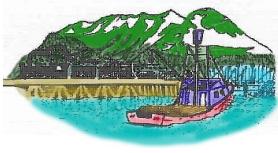
**NOW, THEREFORE BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Different Strokes of Alaska to purchase and install a new engine in the refuse Division's Ford F-550 Super Duty XL.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF APRIL 2024**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk



**City Council of the City of Cordova, Alaska**  
**Pending Agenda**  
**April 17, 2024 Regular Council Meeting**

**A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda** initially put on or revisited

- |  |           |
|--|-----------|
| 1) Public Safety Resources - discussion  | 1/20/2021 |
| 2) Ordinance change ( <b>Title 4</b> ) to ensure Council has a role in CBA approval process                | 9/6/2023  |
| 3) Council discussion about incentives for investment in Cordova   | 11/3/2021 |
| 4) Revenues (head tax, mv fees, airline landing tax, etal) - explore alternate revenues in '24             | 12/6/2023 |
| 5) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths | 6/15/2022 |
| 6) Facility condition assessments part 2 work session (did P&R on 4-19-23) - <b>Oct '23</b>                | 9/6/2023  |
| 7) City Code re: procurement, Manager spending limit trigger in a code provision                           | 4/19/2023 |
| 8) Discuss/create a policy for established timeframes for review of City ongoing contracts                 | 9/6/2023  |
| 9) Explore methods to capture tourism dollars by requiring arriving RVs to use paid facilities             | 9/6/2023  |
| 10) Strategic planning work session (goal setting), to include Permanent Fund and other priorities         | 2/21/2024 |
| 11) Bonding for City streets - explore for when asphalt plants will be in town during other projects       | 4/3/2024  |

**B. Resolutions, Ordinances, other items that have been referred to staff** date referred

- |   |            |
|---|------------|
| 1) <b>Disposal of PWSSC Bldg</b> - referred until more of a plan for north harbor so the term of RFP would be known | 1/19/2022  |
| 2) <b>Res 12-18-36</b> re E-911, will be back when a plan has been made   | 12/19/2018 |

**C. Upcoming Meetings, agenda items and/or events: with specific dates**

- 1) Capital Priorities List, Resolution 01-24-01, is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
- 2) Staff quarterly reports will be in the following packets:
 

<b>4/17/2024</b>	<b>7/17/2024</b>	<b>10/16/2024</b>	<b>1/15/2025</b>
------------------	------------------	-------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, May & October  
     before Council mtg in **May** 6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2024**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after Mar election) - next **Feb '25**
- 5) Manager's evaluation - each year in **Jan** - next one **Jan '25**
- 6) In **May** each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney
- 7) Code rewrite Titles 5 & 7 - Work Sessions with City attorneys ongoing **1Q '24**
- 8) Each year in **June** Council will approve by Resolution, the School's budget and City's contribution
- 9) In person attendance requirements for Council members - staff direction action item **5/1/24** meeting



8/3/2022

**D. Council adds items to Pending Agenda in this way:**

item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

Mayor Allison or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.



**City Council of the City of Cordova, Alaska**  
**Pending Agenda**  
**April 17, 2024 Regular Council Meeting**

**E. Membership of existing advisory committees of Council formed by resolution:**

- |  |   |  |
|--|---|--|
| <p><b>1) Fisheries Advisory Committee:</b><br/>         re-auth res 01-20-04 approved Jan 15, 2020<br/>         auth res 04-03-45 approved Apr 16, 2003</p>                    | <p>1-John Williams (fisheries educ/Mar Adv Prgm)<br/>         3-vacant (processor rep)<br/>         5-Chelsea Haisman (fish union/CDFU)</p> | <p>2-Jeremy Botz (ADF&amp;G)<br/>         4-Jim Holley (marine transportation/AML)<br/>         6-Tommy Sheridan (aquaculture)</p> |
| <p><b>2) Cordova Trails Committee:</b><br/>         re-auth res 11-18-29 app 11/7/18<br/>         auth res 11-09-65 app 12/2/09</p>  | <p>1-Elizabeth Senear<br/>         3-Dave Zastrow<br/>         5-Stormy Haught</p>  | <p>2-Toni Godes<br/>         4-Ryan Schuetze<br/>         6-Michelle Hahn</p>  |
| <p><b>3) Fisheries Development Committee:</b><br/>         authorizing resolution 12-16-43<br/>         reauthotrization via Res 11-19-51<br/>         approved 11/20/2019</p> | <p>1-Warren Chappell<br/>         4-Gus Linville<br/>         7- Ron Blake</p>  | <p>2-Andy Craig<br/>         5-vacant<br/>         8- John Whissel<br/>         3-Bobby Linville<br/>         6-Bob Smith</p>      |

**F. City of Cordova appointed reps to various non-City Boards/Councils/Committees:**

- |  |   |                                    |
|--|---|------------------------------------|
| <p><b>1) Prince William Sound Regional Citizens Advisory Council</b></p>         | <p><b>David Janka</b> appointed March 2024</p>  | <p>2 year term until May 2026</p>  |
| <p><b>2) Prince William Sound Aquaculture Corporation Board of Directors</b></p> | <p><b>Tom Bailer</b> re-appointed October 2021<br/>         re-appointed October 2018<br/>         appointed February 2017-filled a vacancy</p> | <p>3 year term until Sept 2024</p> |
| <p><b>3) Alaska Mariculture Alliance</b></p>                                     | <p><b>Sean den Adel</b> appointed March 2024</p>  | <p>no specific term</p>            |

**CITY OF CORDOVA, ALASKA  
RESOLUTION 01-24-01**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
DESIGNATING CAPITAL IMPROVEMENT PROJECTS**

**WHEREAS**, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

**WHEREAS**, the Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well-being and economy of Cordova and the surrounding area:

**Port and Harbor**

North Harbor Efficiency and Safety

Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial, commercial, Harbor and associated uses.

Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.

Provide additional cranes, laydown areas, and in-harbor fuel services.

Waste Oil/Maintenance Building

Shipyard Expansion

Harbor Basin Expansion

**Water Upgrades**

Improve water delivery during peak water usage.

Booster station at Murchison tank to improve water delivery during peak flow.

Permanent siphon at Crater Lake to improve water delivery during peak flow.

Upgrade Pipe Infrastructure.

Upgrade pump stations and equipment.

Feasibility Study services and Fire Protection (hydrants) to Outlying Areas

Water distribution upgrades

**Sewer Upgrades**

Replacement/upgrade of Wastewater plant and Scada.

Replacement/Upgrades of Lift Stations.

Replacement of Force main in Odiak Slough.

Upgrade Pipe Infrastructure.

**Streets Infrastructure and Equipment**

6th and 7th Streets Upgrades

Chase Avenue Upgrades

Replace/Upgrade pedestrian walkways (4th and Adams) (Council Street), and (2nd Street to Main)

Wheeled Loader

Road Grader

Backhoe

**Water Services and Fire Protection (hydrants) to Outlying Areas – Feasibility Study**

**Public Safety**

E-911 Implementation

Acquire and integrate new hardware to fully utilize the new E-911 addressing.

Replace Failing RMS

Replace Dispatch Console

Replace Radio Structure on Ski Hill

Engineering and Preliminary Design of Public Safety Building

Prep Site

**Recreational Safety and Development**

- Pool Infrastructure
  - Door and Siding Replacements and CMU Joint Repairs
  - Pool Cover Replacement
  - Pool Roof Replacement
  - Ventilations Remodel/Replacement
  - Electrical Distribution System Replacement
  - ADA Compliance and Parking Area re-grade.

- Bidarki Recreation Center
  - Structural Repair
  - Code and Ada Compliance
  - Facility Improvements

- Eyak Lake Skater’s Cabin
  - Demolish and replace.

- Playground Renovations
  - Replacement of swing set at Noel Pallas Children’s Memorial Playground

- Parks Restrooms/Buildings/Structures
  - Ballfield/Cordova Municipal Park Restroom/Concession Stand – Code and ADA Compliance
  - Fleming Spit Restroom Replacement
  - Odiak Pond Boardwalk and Gazebo – Code and ADA Compliance
  - Odiak Camper Park Restrooms/Facility Improvements – Code and ADA Compliance.
  - Parks Maintenance Shop Facility Improvements – Code Compliance

- Ski Hill Improvements

**Land Development**

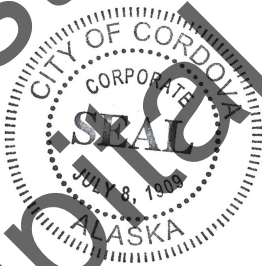
- Housing
- Cold Storage
- Harbor Basin Expansion

and;

**WHEREAS**, some or all of these projects will be submitted to State or Federal legislators and/or agencies as Capital Improvement projects for the City of Cordova, Alaska.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska, hereby designates and prioritizes the above listed projects as Capital Improvement projects.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF JANUARY 2024**



*[Handwritten Signature]*

David Allison, Mayor

ATTEST:





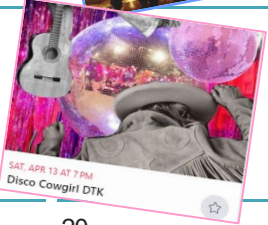




*[Handwritten Signature]*

Susan Bourgeois, CMC, City Clerk

most recently approved capital improvements list

# April 2024

CALENDAR MONTH **APRIL**  
 CALENDAR YEAR **2024**  
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 	2	3 <b>7:00 Council reg mtg CCAB</b>	4	5 <b>Last day to appeal property assessments</b>	6  <b>CHS Prom April 6</b>
7	8	9 	10-14 <b>CHS @ Aurora Music Regionals Apr 9 - 14</b>		11 	12  <b>SAT APR 13 AT 7PM Disco Cowgirl DTK</b>
14	15 	16 <b>5:30 CTC Board Meeting CCER</b>	17 <b>6:45 Public Hearing 7:00 Council reg mtg CCAB</b>	18	19	20
21	22 	23	24 <b>6:00 CEC Board Mtg CCER</b>	25 <b>6:00 Hosp Svc Bd HCR</b>	26	27  <b>Join us for the Cordova Community 2024 Health Fair Saturday, April 27th 8 AM - Noon Cordova High School</b> <small>*Orders for labs are required. Please contact your provider at either Hanka Clinic or CCM for an order.</small>
28 	29-30 <b>Passover April 22-30</b>		30 <b>6:00 P&amp;R CCM</b>	1	2	3

**Notes**

Legend:  
CCAB-Community Rms A&B  
HSL-High School Library  
CCA-Community Rm A

CCB-Community Rm B  
CCM-Mayor's Conf Rm  
CCER-Education Room






LN-Library Fireplace Nook  
CRG-Copper River Gallery  
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed  
 P&Z - 2nd Tues  
 SchBd, Hrb Cms - 2nd Wed  
 CTC - 3rd Tues

P&R - last Tues  
 CEC - 4th Wed  
 Hosp Svcs Bd - last Thurs

# May 2024

CALENDAR MONTH	MAY
CALENDAR YEAR	2024
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
			7:00 Council reg mtg CCAB			
5	6	7	8	9	10	11
			6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
12	13	14	15	16	17	18
		6:30 P&Z CCAB	7:00 Council reg mtg CCAB		 opening day 5/18	
19	20	21	22	23	24	25
		5:30 CTC Board Meeting CCER				
			6:00 CEC Board Mtg CCER			
26	27	28	29	30	31	1
	 City Hall Closed Memorial Day Holiday 5/27	6:00 P&R CCM		6:00 Hosp Svc Bd HCR		
2	3	<b>Notes</b> Legend: CCAB-Community Rms A&B CCM-Mayor's Conf Rm HSL-High School Library CCA-Community Rm A CCB-Community Rm B CCR-Community Rm C CCER-Education Room LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues P&R - last Tues CEC - 4th Wed Hosp Svcs Bd - last Thurs				



## City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

### Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
<b>Mayor:</b> 3 years	<b>David Allison</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 1, 2022	March-25
Council members:			
Seat A: 3 years	<b>Tom Bailer</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 1, 2022 March 5, 2019	March-25
Seat B: 3 years	<b>Cathy Sherman</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 7, 2023 March 3, 2020	March-26
Seat C: 3 years	<b>Kasey Kinsman</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 7, 2023	March-26
Seat D: 3 years	<b>Wendy Ranney</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 5, 2024 July 5, 2023	March-27
Seat E: 3 years	<b>David Zastrow</b> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 5, 2024	March-27
Seat F: 3 years	<b>Kristin Carpenter</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 1, 2022	March-25
Seat G: 3 years	<b>Ken Jones</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 1, 2022	March-25

elected by cncl

### Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, president</b> <a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
3 years	<b>Henk Kruithof</b> <a href="mailto:hkruithof@cordovasd.org">hkruithof@cordovasd.org</a>	March 5, 2024 March 2, 2021	March-27
3 years	<b>Terri Stavig</b> <a href="mailto:tstavig@cordovasd.org">tstavig@cordovasd.org</a>	March 1, 2022	March-25
3 years	<b>Peter Hoepfner</b> <a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>	Mar 5, 2024, Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-27
3 years	<b>David Glasen</b>	March 7, 2023	March-26

seat up for re-election in Mar '25	<b>vacant</b>
board/commission chair	
seat up for re-appt in Nov '24	

(updated 04-03-24)

# City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

## Hospital Services - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	<b>Diane Ujioka</b> <a href="mailto:CCMCBoardSeatC@cdvcmc.com">CCMCBoardSeatC@cdvcmc.com</a>	March 5, 2024 December 19, 2023	March-27
3 years	<b>Ann Linville</b> <a href="mailto:CCMCBoardSeatA@cdvcmc.com">CCMCBoardSeatA@cdvcmc.com</a>	March 1, 2022	March-25
3 years	<b>Chris Iannazzone</b> <a href="mailto:CCMCBoardSeatB@cdvcmc.com">CCMCBoardSeatB@cdvcmc.com</a>	March 7, 2023 March 24, 2022	March-25
3 years	<b>Liz Senear</b> <a href="mailto:CCMCBoardSeatD@cdvcmc.com">CCMCBoardSeatD@cdvcmc.com</a>	March 5, 2024 March 2, 2021	March-27
3 years	<b>Kelsey Appleton Hayden, Chair</b> <a href="mailto:CCMCBoardSeatE@cdvcmc.com">CCMCBoardSeatE@cdvcmc.com</a>	March 7, 2023 March 3, 2020	March-26

## Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Mary Anne Bishop, Chair</b>	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years	<b>Debra Adams</b>	Dec '21	November-24
3 years	<b>Sherman Powell</b>	June '18, Feb '20, Jan '23	November-25
3 years	<b>Mark Donachy</b>	Dec '23	November-26
3 years	<b>Krysta Williams</b>	Feb '18, Dec '20, Dec '23	November-26

## Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Kris Ranney</b>	Dec '22	November-25
3 years	<b>Mark Hall, Vice Chair</b>	Nov '19, Dec '22	November-25
3 years	<b>Sarah Trumblee</b>	Dec '20, Dec '23	November-26
3 years	<b>Tania Harrison, Chair</b>	Mar '22	November-24
3 years	<b>Gail Foode</b>	Dec '23	November-26
3 years	<b>Chris Bolin</b>	Sep '17, Nov '18 Dec '21	November-24
3 years	<b>Sean Den Adel</b>	Dec '23	November-26

seat up for re-election in Mar '25	<b>vacant</b>
board/commission chair	
seat up for re-appt in Nov '24	

## City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

### Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Ryan Schuetze</b>	Dec '23	November-26
3 years	<b>Andy Craig, Chair</b>	Nov '16, '19 & Dec '22	November-25
3 years	<b>Garrett Collins</b>	Dec '23	November-26
3 years	<b>Ken Jones</b>	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	<b>Christa Hoover</b>	Dec '21	November-24
3 years	<b>Hein Kruithof</b>	Dec '23	November-26
3 years	<b>Tommy Sheridan</b>	Sept '22	November-24

### Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<i>vacant</i>		November-24
3 years	<b>Henk Kruithof</b>	Nov '19, Dec '22	November-25
3 years	<b>Aaron Hansen, Chair</b>	Dec '21	November-24
3 years	<b>Kara Rodrigues</b>	Dec '23	November-26
3 years	<b>Marvin VanDenBroek</b>	Feb '14, Nov '16, Nov '19, Dec '22	November-25
3 years	<b>Jason Ellingson</b>	Mar '23	November-25
3 years	<i>vacant</i>		November-26

### Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	<b>Kris Ranney, PC member</b>	Mar '23	appt'd by PC	November-25
3 years	<b>Heather Hall, professional member</b>	Aug '16, Feb '20, Mar '23		November-25
3 years	<b>Sylvia Lange, NVE member</b>	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	<b>Christy Mog, professional member</b>	Dec '23		November-26
3 years	<b>Ashley Bivin, historical society member</b>	Dec '23		November-24
3 years	<b>Nancy Bird, professional member</b>	Nov '17, Nov '18		November-24
3 years	<b>Jim Casement, public member</b>	Dec '21		
		Dec '23		November-26

seat up for re-election in Mar '24	<i>vacant</i>
board/commission chair	
seat up for re-appt in Nov '24	

(updated 04-03-24)