

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Kasey Kinsman

Wendy Ranney

David Zastrow

Kristin Smith

Ken Jones

City Manager

Samantha

Greenwood

City Clerk

Susan Bourgeois

Deputy City Clerk

Colette Gilmour

**Regular City Council Meeting
December 18, 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 Smith, and Ken Jones

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

E. Disclosures of Conflicts of Interest and

Ex Parte Communication

- conflicts as defined in CMC 3.10.010 should be declared, then Mayor rules whether member should be recused, Council may 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 - none
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..... (page 1)

G. Approval of Consent Calendar

5. Minutes: a. Nov. 6, 2024, City Council Regular Meeting Minutes..... (page 2)
b. Nov. 20, 2024, City Council Regular Meeting Minutes..... (page 7)
c. Dec. 4, 2024, City Council Public Hearing Minutes..... (page 11)
6. Resolution 12-24-38..... (page 12)
A resolution of the Council of the City of Cordova, Alaska, adopting an alternative allocation method for the FY25 Shared Fisheries Business Tax Program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 15: Prince William Sound
7. Resolution 12-24-40..... (page 24)
A resolution of the Council of the City of Cordova, Alaska, supporting Alaska Airlines application to the United States department of Transportation to continue as the essential air service provider for Cordova and other Alaska communities
8. Resolution 12-24-41..... (page 41)
A resolution of the Council of the City of Cordova, Alaska, supporting full funding (\$5,740,48) of the State of Alaska Municipal Harbor Facility grant program in the FY26 State Capital Budget
9. Resolution 12-24-42..... (page 44)
A resolution of the Council of the City of Cordova, Alaska, supporting raising the maximum available Alaska Department of Transportation Harbor Facility grant to \$7,500,000 for eligible projects on an annual basis
10. Resolution 12-24-43..... (page 45)
A resolution of the Council of the City of Cordova, Alaska, approving the license for a mobile restaurant for 'Pandemonium Paninis'

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts – none



Christmas tree trimming

J. Reports of Officers

11. Mayor's Report

12. City Manager's Report a. Cordova Harbor Commission Resolution 10-24-04..... (page 52)

13. City Clerk's Report: a. notice of election – how to register..... (page 53)

b. notice of board & commission vacancies..... (page 54)

c. Harbor Commission data..... (page 55)

K. Correspondence - none..... (see primer for description page 56)

L. Ordinances and Resolutions

14. Substitute Ordinance 1224..... (roll call vote)(page 57)

An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager or their designee to enter into a Purchase and Sale Agreement with Paul and Linda Kelly, doing business as Bayside Storage, for property described as lot 4A, North Fill Development Park Addition #2 – 2nd reading

15. Resolution 12-24-39..... (voice vote)(page 86)

A resolution of the Council of the City of Cordova, Alaska, designating capital improvement projects

16. Resolution 12-24-35..... (voice vote)(page 92)

A resolution of the Council of the City of Cordova, Alaska, placing a ballot proposition before the voters at the Regular Election on March 4, 2025, amending charter section 3-5 entitled "Department of finance: City treasurer, duties" to remove the residency requirement as in charter section 4-2 entitled "Qualifications of officers and employees", for city treasurer.

17. Resolution 12-24-44..... (voice vote)(page 95)

A resolution of the Council of the City of Cordova, Alaska, placing a ballot proposition before the voters at the Regular Election on March 4, 2025, amending charter section 3-6 entitled "Same; Tax assessor, duties" to correct the error in the title, to remove requirements that place the tax assessor in a specific city department and to remove the residency requirement as in charter section 4-2 entitled "Qualifications of officers and employees", for tax assessor

M. Unfinished Business - none

N. New & Miscellaneous Business

18. Council discussion of Substitute Ordinance 1221, adopted Nov 6, 2024..... (page 98)

19. Council discussion of 2018/2020 Fisheries Disaster Funds received..... (page 99)

20. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 103)

O. Audience Participation

P. Council Comments

Q. Executive Session

The 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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or are available there for viewing or audio-only by the next business day



This one needs a little trimming

Cordova High School Student Council Report
for December 18, 2024. Cordova City Council Meeting

Student Council had their last meeting of the year to plan Homecoming details. CHS is only hosting two home sets of basketball games this year, Tip Off in January, and Regionals in March so we are scheduling Homecoming Carts & Coronation during the Tip Off tournament on Friday night, January 17. The theme will be "dreams can come true" with a Disney-esque focus.

**Regular City Council Meeting
November 6, 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 7:04 pm on November 6, 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**, and **Dave Zastrow**. Council members **Tom Bailer**, **Cathy Sherman**, **Kasey Kinsman**, **Kristin Smith**, and **Ken Jones** were present via zoom videoconference. Also present were City Manager **Samantha Greenwood** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda

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

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

Andy Anderson of 528 First Street, Apt 4, spoke as a citizen not as a City employee. They have worked and coached in pools elsewhere in the country and want it made known that almost everywhere swim teams pay monthly membership fees as well as rental costs to swim. Pools are not meeting revenue goals and are expensive to keep up, so the fees and costs are required and still pools are closing.

3. Chairpersons and Representatives of Boards and Commissions

Dave Janka apologized for missing the last meeting when the highlights of the PWSRCAC September 2024 Board of Directors Meeting were included in Council's packet. He reported that there was an incident this morning when an escort tug was hit by lightening and lost all power – luckily there was a replacement deployed immediately and there was no issue. He commented also that 6 foreign flag vessels picked up oil in Valdez this summer and when some are saying that if we drill, drill, drill it will keep America strong, it is important to note that 2 of those foreign vessels brought the oil to China.

Alex Russin, Superintendent of Schools reported: 1) school is well underway and they are several weeks into second quarter now; things are going well academically, seeing good results on various assessments and benchmarks that we track; 2) activities are up and running thanks to the generous support of NVE; tip-off basketball tournament will be January 17-18 and Cordova is hosting basketball regionals here in the first part of March; 3) next school board meeting, next Wednesday, they will be presenting their audit – a new firm this year, initial review is a clean audit; unfortunately when budget talks begin for them they will be facing another significant deficit in the range of \$1.7M - \$2.0M. **Mayor Allison** asked how the student count looks – **Russin** reported they budgeted and expected to have 352.5 and it looks like the real number will come in at 352.

4. Student Council Report – vacant

G. Approval of Consent Calendar - none

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

5. Mayor's Report – **Mayor Allison** said he'd be meeting with Senator Sullivan this weekend and he'd be sending thank you emails to **Stutes** and **Begich** or **Peltola** when that is finally resolved after all ballots are counted.

6. City Manager's Report – **Greenwood** reported: 1) the joint health board meeting went really well – everyone seems to have the same goal as far as the need for a critical access hospital in Cordova but how do we get there; they are going to meet at least quarterly to keep the talks going – next meeting will be in February – she will keep Council posted; 2) she and **Johnson** met with DoT engineers who are working on a temporary fix to the Forest Heights blowout on the highway – the long term fix is a big deal, for future consideration; 3) **Schinella** reported that the Harbor project is working through a small punch list, mostly electrical and the project electrician is in town dealing with these; 4) **Greenwood** thanked **Schinella**, **Chief Swenson**, Public Works Department, they all worked together to clean up the North Harbor parking lot, removed all derelict vehicles and it is looking great; they also have the impound lot significantly cleaned up, a few cars still there.

7. City Clerk's Report a. notice of upcoming board & commission vacancies.

K. Correspondence

8. 10-16-24 Public notice for 2025 Shore Fisheries Lease extensions

9. 10-29-24 DoT AMHS summer 2025 schedule public review period notice

L. Ordinances and Resolutions

10. Substitute Ordinance 1221 An ordinance of the Council of the City of Cordova, Alaska enacting Chapter 5.01 "disbursement and investment of city funds"; amending and renaming Chapter 5.04 "warrants" to "signature requirements" and clarifying the signature process on city fund disbursements; amending, renumbering, and renaming Chapter 5.44 "Cordova general reserve fund" to Chapter 5.02 "Cordova permanent fund (general reserve fund)"; repealing Chapter 5.40 "sales tax" and enacting Chapter 5.10 "sales tax" to adopt a registration process for sellers; update the sales tax return, implementation, enforcement, protest, and collection procedures; remove the sales tax exemptions for travel agencies, professional services commissions and fees, and recreational flights; to clarify the exemption for nonprofit entities and expressly exclude rentals from the exemption; and to require purchasers to file a refund application for the sales tax exemption on construction materials and services and limit the exemption to properties with at least one dwelling unit– 2nd reading

M/Zastrow S/Smith to adopt Substitute Ordinance 1221 An ordinance of the Council of the City of Cordova, Alaska enacting Chapter 5.01 "disbursement and investment of city funds"; amending and renaming Chapter 5.04 "warrants" to "signature requirements" and clarifying the signature process on city fund disbursements; amending, renumbering, and renaming Chapter 5.44 "Cordova general reserve fund" to Chapter 5.02 "Cordova permanent fund (general reserve fund)"; repealing Chapter 5.40 "sales tax" and enacting Chapter 5.10 "sales tax" to adopt a registration process for sellers; update the sales tax return, implementation, enforcement, protest, and collection procedures; remove the sales tax exemptions for travel agencies, professional services commissions and fees, and recreational flights; to clarify the exemption for nonprofit entities and expressly exclude rentals from the exemption; and to require purchasers to file a refund application for the sales tax exemption on construction materials and services and limit the exemption to properties with at least one dwelling unit

Zastrow said staff has a plan to provide good messaging to the public about this, which will be useful.

M/Zastrow S/Ranney to amend the ordinance in two ways, 1) by adding the following definition: "Single item" means an item sold in a single sale consisting of integrated and interdependent component parts affixed or fitted to one another in such a manner as to produce a functional whole. Services shall only be considered part of the functional whole if the services are necessary to create the functional whole and the services are not sold by the seller as a separate service. When a single type of good is sold by volume, the lowest unit of measurement available for sale by the seller shall be used to determine the amount of the good that constitutes a single item unless otherwise provided in this definition or this chapter. For example, if the smallest volume of gravel available from a seller is a cubic yard of gravel, each cubic yard

of gravel constitutes a single item. Each gallon of fuel constitutes a single item. And 2) by amending Section 5.10.080 "Maximum tax per transaction-the tax cap" by deleting the stricken through language and adding the bold and underlined as follows:

5.10.080 Maximum tax per transaction-the tax cap.

A. Maximum Tax on a Single Item or Single Transaction of a Service. Except as otherwise provided in this section, only the first \$5,000.00 of the sales price of a single item or single transaction for a service shall be subject to sales tax. This maximum tax per single transaction ~~may be referred to as the "tax cap" or, when applied to~~ **for** a service **may be referred to as**, "the single service tax cap" or when applied to an item, "the single item tax cap."

Council mentioned that these amendments were suggested by the City Attorney and City Staff.

Vote on the motion to amend: 6 yeas, 1 nay (Jones). Motion was approved.

Smith said we have seen this 3 times now, we spent time in work sessions working on this, she is in support. **Ranney, Bailer, Sherman,** and **Kinsman** agreed and said they would support. **Kinsman** added that he wanted to re-emphasize getting clear and good information out to the public. **Jones** said he is not in support.

Vote on the main motion: 6 yeas, 1 nay. Smith-yes; Sherman-yes; Bailer-yes; Ranney-yes; Zastrow-yes; Kinsman-yes; and Jones-no. Motion was approved.

11. Ordinance 1223 An ordinance of the Council of the City of Cordova, Alaska establishing economic development property tax exemptions related to commercial and residential development in the city and setting forth criteria for such exemptions in a standardized application form – 1st reading

M/Jones S/Zastrow to adopt Ordinance 1223 an ordinance of the Council of the City of Cordova, Alaska establishing economic development property tax exemptions related to commercial and residential development in the city and setting forth criteria for such exemptions in a standardized application form

Jones appreciated the hard work by attorneys and staff, this is exactly what he has been hoping we would pass, hopes it will spur new development in town. **Zastrow** said the criteria look pretty clear and the application form easy to follow. **Kinsman** appreciates all the work including Council's input on this. City Attorney **Jes Spuhler** was on the zoom and available to answer questions. She had one section in the application about the single family residential exemption, she had left 2 options in for Council to consider – based on the discussion at the work sessions, so she suggested Council amend the application choosing on eof the options. **Bailer** said he doesn't support this at all – he does not believe any exemption should be given on single family residential homes. **Sherman** said she is in support of this and prefers we make the single family residential exemption match with the senior exemption, the \$150,000 off the assessed value.

M/Jones S/Sherman to amend page 45 of the packet, page 3 of the EDE application by choosing the first description of the single-family residential exemption as follows: The Single-Family Residential Exemption is an eight-year exemption from the property taxes owed on the first one hundred fifty thousand dollars of the assessed value of improvements for the construction of single-family homes to include standalone homes and townhomes. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

Vote on the motion to amend: 6 yeas, 1 nay (Bailer). Motion was approved.

Vote on the main motion as amended: 6 yeas, 1 nay (Bailer). Motion was approved.

12. Ordinance 1224 An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a Lease with Option to Purchase with Paul and Linda Kelly, doing business as Bayside Storage, for property described as Lot 4A, North Fill Development Park Addition #2 – 1st reading

M/Jones S/Smith to adopt Ordinance 1224 an ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a Lease with Option to Purchase with Paul and Linda Kelly, doing business as Bayside Storage, for property described as Lot 4A, North Fill Development Park Addition #2

Jones said he is supportive of this development. **Ranney** and **Zastrow** said they were in support. **Bailer** supports the sale but does not like the way we are doing it, he'd prefer we sell this outright.

M/Bailer S/Ranney to amend the ordinance by making this an outright sale, changing it from the lease option to purchase.

Acting City Planner **Johnson** asked for more specifics – are we still going to have a performance on this and not turn over the land until substantial completion? **Bailer** had no concerns that he wouldn't perform. **Sherman** also questioned why we went this way; she thought Mr. **Kelly** wanted to buy it outright. **Johnson** explained he was following procedures used for all City land disposals. **Bailer** said we have a project we are going to use that money for, that makes this somewhat of an unusual circumstance. **Smith** understands the reason we are considering doing it this way but wondered if there was another means of safeguarding to ensure development. **Johnson** and **Greenwood** went on to explain performance deeds of trust have been used in the past but there would be a financial out, liquidated damages, which by law cannot be of an excessive amount. **Kinsman** thanked **Bailer** and also thanked **Johnson** for following city precedent, he'd be in favor of some kind of performance. **Jones** was in favor of selling it outright. **Ranney** spoke in favor.

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

Jones said he supports it – doesn't know if the buyer will pay this amount or not, he thinks it's too high. **Smith** said we are selling it for the price that was on the RFP and the buyer responded to the RFP at this price, she thinks it is fair market value, she supports the sale. **Zastrow, Kinsman, Sherman, Bailer, Ranney**, all said they would support.

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

Staff said this would be a significant change and a substitute ordinance would come before them as a first reading.

13. Resolution 11-24-34 A resolution of the Council of the City of Cordova, Alaska, in support of Alaska's salmon hatchery program and in opposition to proposal 78 which will be before the Alaska Board of Fisheries at the December 10-16, 2024, meeting

M/Jones S/Ranney to approve Resolution 11-24-34 A resolution of the Council of the City of Cordova, Alaska, in support of Alaska's salmon hatchery program and in opposition to proposal 78 which will be before the Alaska Board of Fisheries at the December 10-16, 2024, meeting

Jones said he supports this and it would be catastrophic to our hatcheries program if this was approved. **Ranney** supports this resolution – hatcheries are important to our fisheries. All other Council members concurred.

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

M. Unfinished Business - none

N. New & Miscellaneous Business

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

Next budget work session will be Nov 13 – 6pm. **Kinsman** asked to add "Enterprise Funds accounting procedures" to the Pending Agenda.

O. Audience Participation

Cathy Renfeldt representing the Chamber of Commerce at 404 First Street provided Council with a run down of all the chamber's events and activities as a means of helping Council understand the investment they are making into the Chamber and how it pays dividends.

P. Council Comments

Kinsman appreciated the diligent effort of staff involved in cleaning up the North Harbor parking lot of all those derelict vehicles.

Sherman offered kudos for that clean-up of the North Harbor as well.

Bailer echoed those comments and thanked staff for the budget work.

Jones said he is excited about the property tax incentives – hopes it will spur new construction in town, and appreciated staff's budget work, also he appreciates the Chamber of Commerce

Smith thanked everyone who brought suggestions to the table concerning the budget, we are making progress

Ranney thanked **Cathy Renfeldt** for her enthusiasm, she appreciates the work the chamber does even if it seems otherwise based on discussions while working through the City budget. She appreciated **Kevin's** work and help tonight.

Zastrow echoed the comments before him – especially the thanks to staff when Council asks for information, it is immediately researched and brought back to answer questions, greatly appreciated.

Q. Executive Session

15. Recommendations from City Manager regarding CEC land disposal negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

M/Zastrow S/Ranney to go into an executive session for recommendations from City Manager regarding CEC land disposal negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

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

The meeting was recessed at 8:32 pm to clear the room. Council entered the executive session at 8:37 pm and invited the Manager, the Clerk and Public Works Director/Acting City Planner **Kevin Johnson** to discuss the land disposal. Council came out of the executive session and the open session was reconvened at 8:47pm. **Mayor Allison** said no decisions were made in the executive session; direction was given to the City Manager for negotiations.

R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 8:47 pm.

Approved: December 18, 2024

Attest: _____

Susan Bourgeois, City Clerk

**Regular City Council Meeting
November 20, 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 November 20, 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 member **Wendy Ranney**. Council members **Tom Bailer**, **Cathy Sherman**, **Kasey Kinsman**, **Dave Zastrow**, **Kristin Smith**, and **Ken Jones** were present via zoom videoconference. Also present were City Manager **Samantha Greenwood** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda

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

E. Disclosures of Conflicts of Interest and ex parte communications - none

F. Communications by and Petitions from Visitors

1. Guest speakers - **Dave Reggiani**, Sheridan Alpine Association 2023-2024 Mt. Eyak Ski Area Season Summary. Sheridan Alpine presented a recap of last season.
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions - none
4. Student Council Report – written report in packet

G. Approval of Consent Calendar

5. Minutes: a. Oct. 2, 2024, Regular City Council Meeting Minutes

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

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

6. Mayor's Report – **Mayor Allison** said he gave a 2-minute interview with **Margie Bauman** of the Cordova Times about the resolution passed opposing the board of fish hatchery proposal.

7. City Manager's Report – **Greenwood** reported: 1) she and **Samantha Hagerty-Schneider**, P&R Director have reached out to Cordova Ice Worm Swim Team and are in discussions; 2) fisheries disaster from 2018-2020 – we have been contacted, filled out an application, and will be receiving \$770,000; 3) City Planner candidate we offered the job to has backed out, we are talking to the other applicant interviewed, we'll see where that goes; 4) we heard that we did not receive the PIDP grant for North Harbor; 5) we have submitted a grant for sewer upgrades, should hear soon.

8. City Clerk's Report a. notice of upcoming board & commission vacancies. **Bourgeois** reported she has been working on 2025 Regular Election which will be March 4, 2025. Mayor, 3 Council seats, 2 HSB, 2 School Board. Declaration of candidacy will open in December.

K. Correspondence

9. Multiple (9) Letters about Cordova Iceworm Swim Team

10. Multiple (2) Letters about Cordova Chamber of Commerce Funding

11. 11-12-24 Chamber of Commerce comments to AMHS regarding summer 2025 schedule

12. 11-12-24 Email from P Kelly regarding staff comments to easement request
13. 11-13-24 Email from N Casciano regarding City budget
14. 11-13-24 Guard/Hawxhurst email regarding econ dev property tax exemptions

L. Ordinances and Resolutions

15. Ordinance 1223 An ordinance of the Council of the City of Cordova, Alaska establishing economic development property tax exemptions related to commercial and residential development in the city and setting forth criteria for such exemptions in a standardized application form – 2nd reading

M/Smith S/Ranney to adopt Ordinance 1223 an ordinance of the Council of the City of Cordova, Alaska establishing economic development property tax exemptions related to commercial and residential development in the city and setting forth criteria for such exemptions in a standardized application form

Smith said she is in support, we've spent a fair amount of time discussing the types of investments we want to provide incentives for. **Ranney** said she has re-thought this and agrees with **Bailer** now, she'd like to amend, upon reflection she believes we should remove the single-family residential exemption and focus on mixed-use, commercial, and multi-family residential.

M/Ranney S/Bailer to amend the ordinance by removing any exemptions on single family residential homes.

Bailer supports the amendment. **Jones** said he does not support the amendment, we are trying to incentivize development, a compromise was made last time, and we came off a full exemption for single family, he is not in favor of any more changes. **Smith** said she does not support the amendment.

Vote on the motion to amend: 2 yeas, 5 nays. Ranney-yes; Smith-no; Bailer-yes; Kinsman-no; Sherman-no; Jones-no; and Zastrow-no. Motion failed.

Bailer said he is not in support. Others said they would support.

Vote on the main motion: 5 yeas, 2 nays. Sherman-yes; Kinsman-yes; Jones-yes; Zastrow-yes; Smith-yes; Bailer-no; and Ranney-no. Motion was approved.

16. Substitute Ordinance 1224 An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a Purchase and Sale Agreement with Paul and Linda Kelly, doing business as Bayside Storage, for property described as Lot 4A, North Fill Development Park Addition #2 – 1st reading

M/Ranney S/Kinsman to adopt Substitute Ordinance 1224 an ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a Purchase and Sale Agreement with Paul and Linda Kelly, doing business as Bayside Storage, for property described as Lot 4A, North Fill Development Park Addition #2

Ranney said we changed this to a sale instead of a lease with option to purchase, I am happy to see that, will support. Each council member spoke in support and had no additional comments.

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

17. Ordinance 1225 An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$289,898 from the Permanent Fund Grant Project Fund, 104-901-57340, to the Grant Administration – Transfer from Permanent Fund, 401-390-49998, to pay the Second Street upgrade project and Whitshed pedestrian path project grant matches for FY25 – 1st reading

M/Jones S/Ranney to adopt Ordinance 1225 An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$289,898 from the Permanent Fund Grant Project Fund, 104-901-57340, to the Grant Administration – Transfer from Permanent Fund, 401-390-49998, to pay the Second Street upgrade project and Whitshed pedestrian path project grant matches for FY25

Jones said this is what the permanent fund is for, supporting public infrastructure projects, he supports this. Every other council member also said they would support.

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

M. Unfinished Business - none

N. New & Miscellaneous Business

18. Discussion of City of Cordova comments regarding Kelly access easement request with State

Mayor Allison said this was before Council because the city put in comments on an easement application and he thought it should have been discussed at the Council table first. **Sherman** said this is complicated but this is a staff matter, staff replied as they should have and she believes Council should direct the mayor to contact the state and tell them that the comments submitted by staff were the official city comments. She believes the mayor's comments to the state were out of line. **Jones** disagreed and agreed with the mayor's comments. **Ranney** disagreed with **Jones**, agreed with **Sherman** and also thinks Council should direct the mayor to retract his comments because his comments were made as mayor without the direction from Council to make those comments. **Mayor Allison** said he would contact the state if Council directs him to but he will not retract his entire comments because he does believe the Council has the right to weigh-in on this. **Smith** said she also would request that **Mayor Allison** withdraw his comments for a few reasons, the state was obviously concerned about contradictory comments coming in and it was the mayor acting unilaterally – without Council consultation. In looking at the dates – the mayor's comments were made on Oct. 31 – the mayor had opportunity to report to Council on Nov. 6 that he had made those comments. She opined that the city's comments were professionally written, were in the best interest of the city, which is what we rely on our staff to do. This is dangerous if we undermine the city manager in this way. **Zastrow** said he concurs with those saying the mayor should rescind those comments. **Bailer** thinks this is an example of a failure to communicate. He opined that staff should have told Council that they planned to oppose this. He did agree that the mayor was wrong to have sent his comments. **Zastrow** said this is not about the easement – this discussion, this item, is about roles and responsibilities and the mayor's lack of communication with staff and his willingness to go around what staff had done. **Sherman** agreed that the discussion at hand is what the mayor did, which was inappropriate and not a function of his responsibility. **Ranney** reiterated, the mayor heard from a citizen who didn't like a decision made by staff so the mayor took it upon himself to go to the state instead of taking it to council, that is overstepping. **Kinsman** agreed that as far as process the Mayor overstepped. He wants to know if this is the appropriate time to discuss whether Council agrees with the comments put in by staff. **Bourgeois** weighed-in by stating the agenda item was about roles of administration, council, and mayor – not about the easement itself. **M/Smith S/Ranney** to direct the Mayor to notify the State that the comments submitted by the Public Works Director are the City's official comments and that the Mayor's comments reflect only his personal thoughts and not those of the City.

Vote on the motion: 6 yeas, 1 nay. Bailer-yes; Smith-yes; Ranney-yes; Jones-no; Sherman-yes; Zastrow-yes; and Kinsman-yes. Motion was approved.

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

Next meeting date 12/4, we will have 2 ordinances for public hearing as well as 2 resolutions for budget and fee schedule so the public hearing will be at 6:30pm.

O. Audience Participation

Nicole Songer representing CFRC of 1215 Lake Avenue thanked Council for keeping them in the City budget as they appreciate the annual \$20,000 City contribution. She reported on some of the things she and her staff are working on and explained how the \$20,000 is extremely useful because they have several funding sources that require matches from them.

P. Council Comments

Smith thanked staff, thanked **Reggiani** for the informative report, she appreciates that as a council we can have frank discussions and work well together.

Zastrow kudos to staff for the balanced budget, appreciated the hard conversations and appreciates the way we conducted it very respectfully.

Kinsman gave a shout out to CCMC, the current administration for doing an excellent job and asking for less than usual from the city budget. He thanked staff, Council members **Smith** and **Bailer** for their insights and he appreciates the candor tonight.

Sherman appreciates the balanced budget and staff's hard work.

Ranney thanked **Reggiani** for his presentation. Also, thanked **Nicole Songer** – when the City gives funds to a non-profit it is nice to hear what that money is being used for and to get a report like she gave tonight.

Thanks for the balanced budget and she appreciates the mayor sitting in the room with her, it is hard to have good discussions sometimes without everyone in the room.

Q. Executive Session - none

R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 9:10 pm.

Approved: December 18, 2024

Attest: _____
Susan Bourgeois, City Clerk

DRAFT

**City Council Public Hearing
December 4, 2024 @ 6:30 pm
Cordova Center Community Rooms
Minutes**

A. Call to order

Mayor David Allison called the Council public hearing to order at 6:30 pm on December 4, 2024, in the Cordova Center Community Rooms.

B. Roll call

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

C. Public hearing

1. Resolution 12-24-36 A resolution of the Council of the City of Cordova, Alaska adopting City service fees, rates, and charges for the 2025 calendar budget
2. Resolution 12-24-37 A resolution of the Council of the City of Cordova, Alaska adopting an operating budget for fiscal year 2025 and appropriating the amount of \$19,612,301
3. Ordinance 1225 An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$289,898 from the Permanent Fund Grant Project Fund, 104-901-57340, to the Grant Administration – Transfer from Permanent Fund, 401-390-49998, to pay the Second Street upgrade project and Whitshed pedestrian path project grant matches for FY25

Mayor Allison opened the hearing for public testimony on the resolutions and ordinance. There was no public testimony. **Mayor Allison** recessed the Public Hearing at 6:35 pm until such time as someone was interested in commenting.

Mayor Allison called the Public hearing back to order at 6:52pm; there was still no public comment.

D. Adjournment

Hearing no objection **Mayor Allison** adjourned the public hearing at 6:52 pm.

Approved: December 18, 2024

Attest: _____

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 6
CITY COUNCIL MEETING DATE: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 12/06/24
ITEM: Resolution 12-24-38
ACTION: Adopting alternative allocation method for shared fish business tax

☐ Ordinance
☒ Resolution

☐ Motion
☐ Information

I. REQUEST OR ISSUE: Council annually approves this resolution which allows for a 3-way split of the shared portion of fish business tax in FMA 15 PWS between Whittier/Cordova/Valdez.

II. RECOMMENDED ACTION: Approval of the consent calendar includes motion to approve Resolution 12-24-38.

III. FISCAL IMPACTS: Business tax of \$21,752.02 is the amount to be divided equally among the 3 communities in FMA #15. Approval of the resolution means Cordova will receive \$7,250.67.

IV. BACKGROUND INFORMATION: The Department's (Commerce, Community and Economic Development) Shared Fisheries Business Tax Program was created in 1990 to help municipalities impacted by the effects of the rapidly expanding offshore fish processing industry. A previously existing fish tax sharing program (commonly referred to as the Raw Fish Tax Program), administered by the Department of Revenue, shares back to municipalities half of the state fisheries business tax collected from fish processors operating inside municipal boundaries. The Department's program extends tax sharing to include a sharing of fish taxes collected outside of municipal boundaries, primarily from floating processors. Applications are mailed to each eligible applicant by November 15 of each year and must be returned by February 15.

Cordova, Valdez, and Whittier have continued to decide that the 3-way split is the best alternative allocation method. The letter from DCCED, the program description, and a list of communities and the corresponding 2025 payment amounts are attached here.

V. CONFLICTS: none as the communities have been amicably agreeing to the 3-way split for many years.

VI. SUMMARY AND ALTERNATIVES: Council could direct staff to proceed with the long form and/or proceed with negotiations with the other 2 communities for a different split.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-38**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, ADOPTING
AN ALTERNATIVE ALLOCATION METHOD FOR THE FY25 SHARED FISHERIES
BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS ALLOCATION METHOD
FAIRLY REPRESENTS THE DISTRIBUTION OF SIGNIFICANT EFFECTS OF FISHERIES
BUSINESS ACTIVITY IN FMA 15: PRINCE WILLIAM SOUND**

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY25 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development (DCCED) that the municipality suffered significant effects during calendar year 2023 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by DCCED; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of DCCED, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of relative significant effect of fisheries business activity on the respective municipalities in the area; and

WHEREAS, the Cordova City Council proposes to use an alternative allocation method for allocation of FY25 funding available within the Prince William Sound Management Area in agreement with all other municipalities in this area participating in the FY25 Shared Fisheries Business Tax Program.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Cordova, Alaska, by this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2023 of fisheries business activity in the Prince William Sound Management Area.

ALTERNATIVE ALLOCATION METHOD: All eligible communities in the Prince William Sound Fisheries Management Area (Whittier, Valdez, and Cordova), FMA 15, will receive an equal share of the available funds.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development
DIVISION OF COMMUNITY AND REGIONAL AFFAIRS
Anchorage Office

550 W 7th Ave, Suite 1650
Anchorage, Alaska 99501
Main: 907.269.4501
Fax: 907.269.4563

November 8, 2024

City of Cordova
PO Box 1210
Cordova, AK 99574

Dear Susan Bourgeois:

The Department of Commerce, Community, and Economic Development is pleased to announce availability of the **FY 2025 Shared Fisheries Business Tax Program**. The purpose of the program is to allocate a share of state fish tax collected outside municipal boundaries with municipalities affected by fishing industry activities. Municipalities around the state will share approximately \$770,000.00 based on 2023 fisheries activity as reported by fish processors on their fish tax returns. Details of how the program works are included in the application under Program Description.

Historically, your municipality along with the other communities in your fisheries management area, FMA 15: Prince William Sound has filed using the Alternative Method found on the last four pages of this application. A breakdown is included that details the communities in your FMA, in addition to the anticipated payment based on the agreed upon allocation method for your FMA. If this agreement is still in place with your FMA, you will only need to have your Council/Assembly pass the enclosed alternative method sample resolution in order to participate in the program.

If your FMA intends to change the alternative method of allocation, the new proposal must be submitted to our office no later than **January 15, 2025**. If an agreement cannot be made with all communities in your FMA, you will need to file using the standard method and claim your significant effects. Instructions on both of these methods are detailed in the application packet.

**DEADLINE FOR SUBMISSION OF COMPLETED APPLICATION IS
FEBRUARY 15, 2025**

Applications can be scanned and emailed to caa@alaska.gov with the subject line **"City of Cordova, FY25, SFBT"**. If you have any questions about the program or require assistance in completing the application, please contact Lindsay Reese at lindsay.reese@alaska.gov or call (907) 269-7906.

Sincerely,

Lindsay Reese
Lindsay Reese
Grants Administrator 2

FMA 15- Prince William Sound		FMA 16- Yakutat	
<p>Total allocation: \$21,752.02</p>		<p>LONG</p>	
Community	Population	Calculated Allocation	Total Distribution
City of Cordova	2,540	\$7,250.67	25-SF15-01 \$7,250.67
City of Valdez	3,852	\$7,250.67	25-SF15-02 \$7,250.67
City of Whittier	255	\$7,250.67	25-SF15-03 \$7,250.67
Totals	6,647	\$21,752.02	\$ 21,752.02
Community Count	3		
<p>*Three municipalities share available funding equally.</p>		<p>FBT + FLT CHECK</p>	<p>\$21,752.02</p>
		<p>OKAY</p>	
		<p>FY 22 Landing Tax Allocation</p>	<p>Reference Number</p>
		<p>\$0.00</p>	
		<p>Calculated Allocation</p>	<p>Reference</p>
		<p>\$0.00</p>	<p>FY 22 Landing Tax Allocation</p>

FY 25 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

Program Eligibility

To be eligible for an allocation under this program, applicants must:

1. Be a municipality (city or borough); and
2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

Program Funding

The funding available for the program this year is equal to half the amount of state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2023.

Program funding is allocated in two stages:

1st Stage: Nineteen Fisheries Management Areas (FMAs) were established using existing commercial fishing area boundaries. The available funding is allocated among these 19 FMAs based on the pounds of fish and shellfish processed in the whole state during the 2023 calendar year. For example, if an area processed 10% of all the fish and shellfish processed in the whole state during 2023, then that area would receive 10% of the funding available for the program this year. These allocations are calculated based on Fisheries Business Tax Return information for calendar year 2023.

2nd Stage: The funding available within each FMA will be allocated among the municipalities in that area based on the level of fishing industry significant effects suffered by each municipality compared to the level of effects experienced by the other municipalities in that FMA.

Some municipalities, because of their extensive area, are included in more than one fisheries management area. In these cases, the municipality must submit a separate program application for each area.

FY 25 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

There are two possible application methods: Standard and Alternative

Standard Method: In the Standard Method, established by the department, each municipality in the FMA must determine and document the cost of fisheries business impacts experienced by the community in 2023. These impacts are submitted by each municipality in their applications. The department will review the applications and determine if the impacts submitted are valid. Once the impacts have been established for each of the municipalities in the FMA, the department will calculate the allocation for each municipality using the following formula:

One half of the funding available within an FMA is divided up among participating municipalities on the basis of the relative dollar amount of impact in each municipality. The other half of the funding available to that area is divided equally among all eligible municipalities.

Alternative Method: Alternative allocation methods may be proposed by the municipalities within the FMA. The department will consider approving the use of a proposed alternative method only if all the municipalities in the area agree to use the method, and if the method includes some measure of the relative effects of the fishing industry on the respective municipalities in the area.

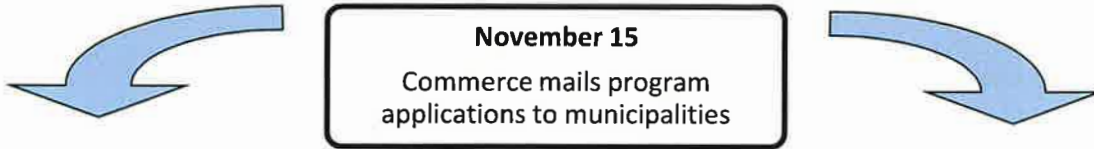
This application packet contains the instructions and forms applying under:

- STANDARD METHOD
- ALTERNATIVE METHOD

The chart on the following page summarizes the process for these two methods.

FY 25 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

PROCESS FOR METHODS



STANDARD METHOD

No later than February 15

Each municipality determines and documents the cost of fisheries impacts on the community and submits this information with their application.



No later than April 15

Department of Commerce reviews applications, makes a determination as to the validity of the submitted impacts, and notifies the municipalities of this determination.



Within 30 days

Municipalities have 30 days in which to appeal Commerce's determinations regarding submitted impacts.



Within 20 days

Commerce will respond to appeals within 20 days after receiving them.



After all appeals are resolved

Commerce will perform the formula calculations for each FMA based on the relative impacts approved for each municipality in the FMA, and distribute the funding allocations.

ALTERNATE METHOD

No later than January 15

All municipalities in an FMA work together to develop an alternate allocation formula and submit their proposal to the Department of Commerce. Municipalities are encouraged to consult with Commerce during this effort regarding the acceptability of alternative methods.



No later than February 1

Commerce reviews alternate proposals, determines if proposals are acceptable, and notifies the municipalities of this determination. If the proposal is accepted, municipalities may then use the Alternative Method application. If the proposal is not acceptable to Commerce, they will work with municipalities in an area to resolve problems. If the problems cannot be resolved, the municipalities in that FMA must apply using the Standard Method application.



No later than February 15

Each municipality must submit an Alternative Method application. Commerce will distribute allocations after all applications within that FMA have been received and verified.

FY 25 Shared Fisheries Business Tax Program Application Instructions

STANDARD METHOD

- In the standard method application process each municipality determines and documents the cost to the municipality of fisheries industry significant effects suffered by the community in 2023.
- Details for each of these effects are submitted by municipalities using the Declaration of Significant Effects application forms provided on the following pages.
- The municipality must also submit an approved resolution by the governing body certifying that the information submitted in the application is correct and complete. A sample resolution is included in this packet.
- The department will review the applications and determine if the significant effects submitted are valid.
- Once the effects have been established for each of the municipalities in a Fisheries Management Area, the department will calculate the funding allocation for each municipality using the following formula:

One half of the funding available within an FMA is divided up among participating municipalities on the basis of the relative **dollar amount of impact** in each municipality. The **other half** of the funding available to that area is divided equally among all eligible municipalities.

Guidelines for Completing the Declaration of Significant Effects Forms

Some important definitions: The Shared Fisheries Business Tax Program provides for a sharing of State Fisheries Business Tax with municipalities that can demonstrate they suffered *significant effects* during the *program base year* from *fisheries business activity* in their respective fisheries management area.

For the purposes of this program, "fisheries business activity" means:

- activity related to fishing, including but not limited to the catching and sale of fisheries resources;
- activity related to commercial vessel, moorage and gear maintenance;
- activity related to preparing fisheries resources for transportation; and,
- activity related to processing fisheries resources for sale by freezing, icing, cooking, salting, or other method and includes but is not limited to canneries, cold storages, freezer ships, and processing plants.

And, "significant effects" means:

- municipal expenditures during the program base year demonstrated by the municipality to the department to be reasonable and necessary that are the result of fisheries business activities on the municipality's:
 - population;
 - employment;
 - finances;
 - air and water quality;
 - fish and wildlife habitats; and,
 - ability to provide essential public services, including health care, public safety, education, transportation, marine garbage collection and disposal, solid waste disposal, utilities, and government administration.

And, "program base year" means:

- calendar year 2023.

A municipality does not need to have actual expenditures in 2023 in order to include them as significant effects in the application. If a fishing business activity impacts a municipality in a manner that will result in a cost to the municipality, then the municipality can claim that impact as a significant effect. For example, a municipality's pier might have been damaged by an improperly docked fish processing vessel. The municipality might not have the funds to repair the pier during 2023, but the municipality has obtained final engineering estimates for the cost of repairs. In this case, the municipality could declare the repair cost estimates as significant effects on their application. However, **these costs may not be claimed again** if the municipality subsequently expended the monies to repair the pier at a later date (this would result in a double counting of significant effects).

If a significant effect claimed in the application reflects expenditures that were determined by the municipality to be necessary, but for which the municipality was unable to make an expenditure during the program base year, the application must include a finding by the municipal governing body which documents and clearly describes the procedures and methods by which the need and the estimated cost of such expenditures were determined.

Only that part of overall community impacts which are directly attributable to fishing business activity should be included as significant effects in the application. For example, a municipality water supply system may be impacted by the fresh water needs of the local fishing fleet and fish processing facilities. However, a municipality in this situation should not claim the entire cost of operating or maintaining the water system as a "significant effect" for the purposes of this program. In this case, the municipality must determine and document its estimate of the share of the use, and "wear and tear," of the water system that can reasonably be attributed to fisheries business activity. A place is provided on the *Declaration of Significant Effects* forms for municipalities to explain how they arrived at such estimates.

Examples of eligible significant effects. The kinds of negative effects which a municipality might possibly claim to have suffered are many. It is the responsibility of each municipality to describe, document and justify its particular claims of negative impacts during 2023 resulting from fisheries

business activities. For the purposes of this program, all significant effects must be presented in terms of expenditures of municipal funds, either actual or determined necessary. For example, a sudden population increase of 1,000 people is not in itself a negative effect. It is the demonstrable impacts on the municipality budget of dealing with these extra people that may be considered as significant effects for this program. The following examples represent the kinds of community impacts which are clearly eligible for inclusion in a municipality's *Declaration of Significant Effects* forms.

- a municipality's expenses during 2021 in repairing a dock damaged by a fishing vessel;
- a municipality's costs of hiring extra police, teachers or medical staff to cover periods during 2023 when fish processing workers or fishing crew and their families expanded the municipality's population;
- a municipality's 2023 loan which was used to improve the municipality's water system to meet increased demands for fresh water by local fish processors. Only that part of the debt service which can be directly attributable to supporting the fishing industry may be counted as a significant effect.
- special expenditures made by a municipality during 2023 to assist or help re-train workers who lost their jobs in the fishing industry because of a downturn in fishing activity;
- a municipality's expenditures for operating and maintaining harbor facilities during 2023;
- operating and maintaining a municipality's water and sewer system or landfill during 2023 that is directly attributable to the fishing industry.

Examples of events which are not eligible to be significant effects

The following are examples of municipal expenditures or events which are **not eligible** for inclusion in a municipality's *Declaration of Significant Effects* forms:

- Municipal expenditures that occurred before or after 2023 which are the result of fishing business activities;
- Revenues which a municipality did not receive during 2023 because of a downturn in local fishing business activity.

If you're not sure whether an event is a valid "significant effect" or not, contact DCCED.

Grants & Funding Status Reports
Shared Fisheries Tax
Program Year 2025

COMMUNITY	TOTAL PAYMENT AMOUNT	FY25 SFT APPLICATION	PAYMENT AUTHORIZED
Aleutians East Borough	\$74,220.95		
Aleutians East Borough	\$983.71		
Bristol Bay Borough	\$3,152.84		
City and Borough of Juneau	\$1,431.58		
City and Borough of Sitka	\$7,774.11		
City and Borough of Wrangell	\$2,889.55	Yes	
City and Borough of Yakutat	\$1,155.44		
City of Adak	\$77,289.52	Yes	
City of Akhiok	\$3,035.36		
City of Akutan	\$141,772.03		
City of Aleknagik	\$1,534.03	Yes	
City of Angoon	\$219.76		
City of Atka	\$76,565.00		
City of Brevig Mission	\$4.29		
City of Clark's Point	\$1,095.78	Yes	
City of Coffman Cove	\$1,431.76		
City of Cold Bay	\$1,047.63		
City of Cordova	\$7,250.67		
City of Craig	\$853.13		
City of Dillingham	\$6,738.32		
City of Edna Bay	\$558.71		
City of Egegik	\$1,016.35		
City of Ekwok	\$1,221.78		
City of Elim	\$4.01		
City of False Pass	\$2,393.93		
City of Gambell	\$5.11		
City of Golovin	\$3.30		
City of Gustavus	\$231.87		
City of Homer	\$428.49		
City of Hoonah	\$240.80		
City of Houston	\$393.86		
City of Hydaburg	\$646.12	Yes	
City of Kachemak	\$379.43		
City of Kake	\$1,699.18		
City of Kasaan	\$565.38		
City of Kenai	\$447.58		
City of Ketchikan	\$2,912.31		
City of King Cove	\$4,311.50		
City of Klawock	\$755.09		
City of Kodiak	\$11,637.46		
City of Koyuk	\$3.81		
City of Kupreanof	\$1,301.60	Yes	

COMMUNITY	TOTAL PAYMENT AMOUNT	FY25 SFT APPLICATION	PAYMENT AUTHORIZED
City of Larsen Bay	\$2,996.57		
City of Manokotak	\$2,292.76		
City of New Stuyahok	\$2,210.59		
City of Newhalen	\$1,440.91		
City of Nome	\$16.80		
City of Nondalton	\$1,246.43		
City of Old Harbor	\$3,269.68		
City of Ouzinkie	\$3,117.77		
City of Palmer	\$430.93		
City of Pelican	\$1,352.09		
City of Pilot Point	\$1,098.52		
City of Port Alexander	\$1,321.32		
City of Port Heiden	\$1,147.50		
City of Port Lions	\$3,203.42		
City of Saint Michael	\$4.32	Yes	
City of Sand Point	\$3,244.85		
City of Savoonga	\$5.96		
City of Saxman	\$647.94		
City of Seldovia	\$375.31		
City of Seward	\$398.20		
City of Shaktolik	\$3.57		
City of Soldotna	\$417.75		
City of Stebbins	\$5.12		
City of Teller	\$3.47		
City of Tenakee Springs	\$211.21		
City of Thorne Bay	\$688.92		
City of Togiak	\$2,944.67		
City of Unalakleet	\$5.34		
City of Unalaska	\$248,660.43		
City of Valdez	\$7,250.67		
City of Wales	\$3.01		
City of Wasilla	\$0.00		
City of Whale Pass	\$1,352.88		
City of White Mountain	\$3.41		
City of Whittier	\$7,250.67		
Haines Borough	\$304.68		
Kenai Peninsula Borough	\$970.45		
Ketchikan Gateway Borough	\$2,161.37		
Kodiak Island Borough	\$13,854.64		
Lake and Peninsula Borough	\$1,219.41		
Lake and Peninsula Borough	\$4,456.65		
Matanuska-Susitna Borough	\$0.00		
Municipality of Anchorage	\$3,215.22		
Municipality of Skagway	\$250.20		
Petersburg Borough	\$3,937.15	Yes	

From: Gormas, Michael (OST) <michael.gormas@dot.gov>

Sent: Tuesday, November 19, 2024 5:22 AM

To: David Allison <mayor@cityofcordova.net>; mike.taylor@gustavus-ak.gov <mike.taylor@gustavus-ak.gov>; mayorjensen@petersburgak.gov <mayorjensen@petersburgak.gov>; clerk@wrangell.com <clerk@wrangell.com>; yakclerk@yakutatak.us <yakclerk@yakutatak.us>

Cc: Muldoon, Albert (OST) <albert.muldoon@dot.gov>; Kate.Geldaker@alaskaair.com <kate.geldaker@alaskaair.com>; Mavis, Megan (FHWA) <megan.mavis@dot.gov>; Welford, Rachel <RWelford@cozen.com>; Alaska DOT, Linda Bustamante <Linda.bustamante@alaska.gov>; Alaska DOT, Paul Khera <paul.khera@alaska.gov>; Warner, Andrew S (DOT) <andrew.warner@alaska.gov>; Martin, Ian (DOA) <ian.martin@alaska.gov>; Joshua.hartman@alaska.gov <Joshua.hartman@alaska.gov>

Subject: EAS proposals and request for community comments at Cordova-Gustavus-Petersburg-Wrangell-Yakutat, AK

Greetings,

I would like to update you on Essential Air Service (EAS) at Cordova, Gustavus, Petersburg, Wrangell, and Yakutat, Alaska, as well as give you an opportunity to offer any additional comments on the record before we submit a recommendation to the Deputy Assistant Secretary for Aviation and International Affairs.

We issued Order 2024-10-4 (October 15, 2024), requesting proposals from airlines interested in providing EAS, with a due date of November 18, 2024. We received a proposal from Alaska Airlines.

I have attached the proposal for your review, which can be found soon on www.regulations.gov. I request that you review it and submit any comments you may have as soon as possible, but no later December 19, 2024. Please send your comments directly via e-mail to michael.gormas@dot.gov.

Best Regards,

Michael D. Gormas
U. S. Department of Transportation
Office of Aviation Analysis
1200 New Jersey Ave SE
Washington, DC 20590
202.366.1853

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-40**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING ALASKA AIRLINES APPLICATION TO THE UNITED STATES
DEPARTMENT OF TRANSPORTATION TO CONTINUE AS THE ESSENTIAL AIR
SERVICE PROVIDER FOR CORDOVA AND OTHER ALASKA COMMUNITIES**

WHEREAS, Alaska Airlines has been a fixture at the Cordova, Merle K. “Mudhole” Smith Airport since the 1968 merger between Cordova Airlines and Alaska Airlines; and

WHEREAS, the City of Cordova, Alaska, acknowledges how extremely critical safe, daily, and consistent jet airplane service is to the citizens and businesses of our community, especially considering Cordova is not connected to a road system; and

WHEREAS, residents of Cordova are grateful for Alaska Airlines daily jet service that can get them to the hub cities of Anchorage, Juneau, or even Seattle for necessary medical appointments, family visits, or for resupply of groceries and other goods unavailable locally; and

WHEREAS, Cordova businesses are able to thrive because of the daily jet service Alaska Airlines provides that enables replenishment of critical wares and goods required for successful continuation of their endeavors to provide for Cordovans; and

WHEREAS, Cordova’s mainstay economic driver, the commercial fishing industry, is heavily reliant on Alaska Airlines excellent service record flying in and out of Cordova and the company’s ability to annually transport millions of pounds of the valuable Copper River salmon and other locally caught species across the country and world to feed people and to provide financially for Cordova citizens from commercial fishermen, to support industry employees, to multi-million dollar fish processing companies.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Cordova, Alaska, hereby supports Alaska Airlines wholeheartedly and urges the United States Department of Transportation to select Alaska Airlines as the Essential Air Service provider for Cordova and other Alaska communities.

PASSED AND APPROVED THIS 18th OF DECEMBER 2024

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



November 18, 2024

Mr. Michael Gormas
Office of Aviation Analysis
U.S. Department of Transportation
1200 New Jersey Ave., S.E.
Washington, D.C. 20590

Re: Proposal to Provide EAS at Cordova, Gustavus, Petersburg, Wrangell, and Yakutat, Alaska Air Group, Inc. (DOT-OST-1998-4899)

Dear Mr. Gormas:

Enclosed is the proposal of Alaska Airlines, Inc. to continue to provide Essential Air Service to the communities of Cordova, Gustavus, Petersburg, Wrangell, and Yakutat, Alaska.

Also attached are the required certifications regarding a drug-free workplace, nondiscrimination, and influencing activities.

Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "KG", with a long, sweeping horizontal line extending to the right.

Kate H. Geldaker, MPA
Director, Government Affairs and Public Policy
Alaska Airlines, Inc.

Alaska Airlines, Inc.
Essential Air Service at Cordova, Gustavus, Petersburg, Wrangell, and Yakutat, Alaska
Order 2024-10-4 (DOT-OST-1998-4899)

Index of Exhibits

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AS-2	Subsidy Request <ul style="list-style-type: none">- Combined- Passenger- Freighter	3
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AS – 1

Alaska Airlines, Inc.
Compensation Requirement
Order 2024-10-4

Essential Air Service to Cordova, Gustavus, Petersburg, Wrangell, and Yakutat
DOT-OST-1998-4899

Narrative Statement

Alaska Airlines, Inc. (“Alaska Airlines”) is pleased to submit this proposal to continue to serve the Southeast Alaska points of Cordova, Gustavus, Petersburg, Wrangell, and Yakutat in response to DOT’s Order Requesting Proposals dated October 15, 2024 (Order 2024-10-4). The Essential Air Service (“EAS”) program provides critical air service access to these communities, which share important commercial and cultural ties to the region, but lack access to road systems. Alaska Airlines is proud to support these communities by providing reliable air service and connectivity to each other and to the national and global air transportation system and wishes to continue that support by virtue of this proposal.

Alaska Airlines requests an EAS averaged compensation level of \$17.845 million per year for a two-year contract period, which includes a \$17.15 million bid for passenger service and an approximate \$700,000 bid for freighter service. This combined bid will enable Alaska Airlines to continue offering the levels of service required by these five communities, with appropriate seasonal adjustments. While Alaska Airlines has always been mindful of mitigating increases in subsidy amount requests during its long history of providing service to EAS markets, this proposal reflects cost changes tied to current economic realities, including inflation. Specifically, Alaska Airlines’ proposal reflects increases in operational costs to include new labor contracts for multiple work groups, increased maintenance and operations costs, and costs relevant to servicing these remote stations.

Alaska Airlines requests \$17.15 million in average annual compensation for jet aircraft passenger services to these communities that offer First Class, Premium, and main cabin seating options to our guests. Each passenger flight to/from these Southeast Alaska communities will offer passengers and shippers single-plane jet service to Juneau or Ketchikan and onward to Alaska Airlines’ hubs at Anchorage or Seattle. For service to/from Gustavus, Alaska Airlines proposes once a day seasonal (summer-only) service to/from Juneau with connection options for passengers continuing to other Southeast Alaska communities, Anchorage or Seattle.¹

Alaska Airlines proposes maintaining its existing flight schedule as historically operated with adjustments as needed to maximize North-South connectivity in Juneau.² Under its proposal, Alaska Airlines would continue to provide twice-daily service³ to ensure crucial connectivity that

¹ In Year 1, Alaska Airlines intends to start service at Gustavus on Saturday, June 7, 2025, and end summer service Sunday August 31, 2025. In Year 2, Alaska Airlines intends to start Saturday June 6, 2026, and end summer service Sunday August 30, 2026.

² Alaska Airlines requests the flexibility where necessary to adjust its passenger service schedule to meet the communities’ needs.

³ Twice-daily service would be provided to Cordova, Petersburg, Wrangell and Yakutat, with once-daily seasonal (summer-only) service to Gustavus.

would not be possible with a single daily flight offering. For individuals traveling to and from these communities, a second flight provides the option to conduct day trips between the Southeast Alaska communities served by Alaska Airlines (Cordova, Yakutat, Wrangell, Petersburg, Juneau, Ketchikan, Sitka). This is a crucial benefit at certain times of the year when local lodging reaches capacity limiting the ability to stay overnight and take a return flight the following day. The regional connectivity Alaska Airlines offers is crucial to the economies of these communities, as is Alaska Airlines' connecting service to Anchorage and Seattle, where passengers can connect onto flights to more than 140 destinations that Alaska Air Group serves throughout North America, Central America, Asia and across the Pacific. Alaska Airlines also continues to partner with air carriers of all sizes via interlining and other commercial arrangements to expand service options and connectivity for travelers so long as carriers meet Alaska Airlines' safety and operational standards and technical requirements.

Alaska Airlines also requests approximately \$700,000 per year to separately operate freighter service throughout Southeast Alaska to serve the air cargo needs of these communities. Alaska Airlines plans to operate 52 annual freighter flights benefiting Cordova, Yakutat, Petersburg and Wrangell pursuant to the enclosed schedule.⁴ Without EAS subsidy support, year-round freighter service would not be sustainable due to the drastic seasonality of demand. Alaska Airlines' proposal will ensure the continued provision of year-round service that is critical to meeting these communities' cargo needs.

The estimates in this proposal are based on costs associated with operating passenger and freighter Boeing 737 jet aircraft to/from Cordova, Gustavus, Petersburg, Wrangell and Yakutat. For both passenger and freighter service, Alaska Airlines is assuming a \$3 per gallon fuel cost for the duration of this contract.

Importantly, all of the jet aircraft Alaska Airlines would use to operate service under this proposal are equipped with Alaska Airlines' proprietary Required Navigation Performance ("RNP") technology. RNP technology provides computer-plotted landing paths with pinpoint accuracy by using a combination of onboard navigation technology and the Global Positioning System satellite network. All of Alaska Airlines' flight crews are trained in its use, enabling Alaska Airlines to reliably serve these communities even in inclement weather. Alaska Airlines' high completion factor for flights to/from these communities during the past two years is a testament to the reliable service Alaska Airlines provides.

As has been noted for decades in Alaska Airlines' prior proposals, Alaska Airlines takes seriously its unique obligation to continue fulfilling its longstanding role as the critical transportation link for these communities (without access to road systems) to hubs within and beyond the state of Alaska. Alaska Airlines is committed to providing these communities not only a vital transportation link, but excellent service as well. For the reasons stated herein, Alaska Airlines' passenger jet service, combined with its freighter operation, will best serve the needs of Southeast Alaska residents and visitors.

⁴ Alaska Airlines requests the flexibility to adjust its freighter schedule where necessary to meet these communities' needs.

AS 2 – Passenger and Freight Service Combined

Passenger & Freight Service	Year 1 Final Bid May 2025 - April 2026			Year 2 Final Bid May 2026 - April 2027			Consolidated Bid May 2025 - April 2027		
	Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Year 1 Total	Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Year 2 Total	Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Consolidated Total
Operating Revenue									
Passenger ¹	8,788,375	9,317,371	18,105,746	8,788,375	9,317,371	18,105,746	8,788,375	9,317,371	18,105,746
Freight/Mail	1,776,892	1,286,991	3,063,883	1,776,892	1,286,991	3,063,883	1,776,892	1,286,991	3,063,883
Trans. Related & Other	4,134,837	4,559,084	8,693,921	4,134,837	4,559,084	8,693,921	4,134,837	4,559,084	8,693,921
Total Operating Revenue	14,700,104	15,163,447	29,863,551	14,700,104	15,163,447	29,863,551	14,700,104	15,163,447	29,863,551
Operating Expenses									
Direct Operating Expenses									
Non-Fuel Expense ²	15,781,934	12,677,427	27,036,596	16,686,440	13,389,751	28,559,756	15,548,173	12,250,003	27,798,176
Fuel Expense ³	4,112,269	2,714,222	6,826,490	4,112,269	2,714,222	6,826,490	4,112,269	2,714,222	6,826,490
Total Direct Operating Expenses	19,894,203	15,391,648	33,863,086	20,798,709	16,103,972	35,386,247	19,660,442	14,964,224	34,624,666
Indirect Operating Expenses									
Overhead	3,413,900	2,815,244	6,229,145	3,567,996	2,944,916	6,512,912	3,490,948	2,880,080	6,371,028
Ownership	1,679,955	1,291,624	2,971,578	1,679,955	1,291,624	2,971,578	1,679,955	1,291,624	2,971,578
Total Indirect Operating Expenses	5,093,855	4,106,868	9,200,723	5,247,951	4,236,539	9,484,490	5,170,903	4,171,704	9,342,607
Total Operating Expenses	24,988,058	19,498,516	44,486,574	26,046,660	20,340,512	46,387,171	24,831,345	19,135,928	45,436,873
Total Non-Operating Expenses	-	-	-	-	-	-	-	-	-
Operating Profit (Loss)	(10,287,954)	(4,335,069)	(14,623,024)	(11,346,556)	(5,177,065)	(16,523,621)	(10,131,241)	(3,972,481)	(15,573,322)
5% Return	1,249,403	974,926	2,224,329	1,302,333	1,017,026	2,319,359	1,275,868	995,976	2,271,844
Compensation	(11,537,357)	(5,309,995)	(16,847,353)	(12,648,889)	(6,194,091)	(18,842,979)	(11,407,109)	(4,968,457)	(17,845,166)

Notes

Passenger airplane portion

1- Passenger revenue flat vs 2023/2024 levels

2- Assumes increase in labor costs, including flight attendant wages for new contract

3- Fuel estimated at \$3.00 per gallon in years 1 and 2

AS 2 – Passenger

Passenger Service	Year 1 Final Bid				Year 2 Final Bid				Consolidated Bid			
	May 2025 - April 2026				May 2026 - April 2027				May 2025 - April 2027			
	Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Year 1 Total		Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Year 2 Total		Cordova, Yakutat, Gustavus	Petersburg, Wrangell	Consolidated Total	
Operating Revenue												
Passenger ¹	8,788,375	9,317,371	18,105,746		8,788,375	9,317,371	18,105,746		8,788,375	9,317,371	18,105,746	
Freight/Mail	515,387	385,084	900,471		515,387	385,084	900,471		515,387	385,084	900,471	
Trans. Related & Other	4,134,837	4,559,084	8,693,921		4,134,837	4,559,084	8,693,921		4,134,837	4,559,084	8,693,921	
Total Operating Revenue	13,438,598	14,261,540	27,700,138		13,438,598	14,261,540	27,700,138		13,438,598	14,261,540	27,700,138	
Operating Expenses												
Direct Operating Expenses												
Non-Fuel Expense ²	15,117,816	11,918,780	27,036,596		15,978,530	12,581,226	28,559,756		15,548,173	12,250,003	27,798,176	
Fuel Expense ³	3,846,448	2,402,687	6,249,134		3,846,448	2,402,687	6,249,134		3,846,448	2,402,687	6,249,134	
Total Direct Operating Expenses	18,964,264	14,321,466	33,285,730		19,824,978	14,983,913	34,808,891		19,394,621	14,652,689	34,047,310	
Indirect Operating Expenses												
Overhead	3,229,741	2,586,877	5,816,619		3,374,629	2,705,131	6,079,760		3,302,185	2,646,004	5,948,189	
Ownership	1,569,904	1,145,556	2,715,460		1,569,904	1,145,556	2,715,460		1,569,904	1,145,556	2,715,460	
Total Indirect Operating Expenses	4,799,646	3,732,434	8,532,079		4,944,533	3,850,687	8,795,220		4,872,089	3,791,560	8,663,650	
Total Operating Expenses	23,763,909	18,053,900	41,817,809		24,769,511	18,834,599	43,604,111		24,266,710	18,444,250	42,710,960	
Total Non-Operating Expenses	-	-	-		-	-	-		-	-	-	
Operating Profit (Loss)	(10,325,311)	(3,792,360)	(14,117,671)		(11,330,913)	(4,573,060)	(15,903,973)		(10,828,112)	(4,182,710)	(15,010,822)	
5% Return	1,188,195	902,695	2,090,890		1,238,476	941,730	2,180,206		1,213,336	922,212	2,135,548	
Capital Allocation	-	-	-		-	-	-		-	-	-	
Compensation	(11,513,506)	(4,695,055)	(16,208,561)		(12,569,389)	(5,514,790)	(18,084,178)		(12,041,447)	(5,104,922)	(17,146,370)	

Notes

Passenger airplane portion

1- Passenger revenue flat vs 2023/2024 levels

2- Assumes increase in labor costs, including flight attendant wages for new contract

3- Fuel estimated at \$3.00 per gallon in years 1 and 2

AS 2 – Freighter

Freighter Service	Year 1 Final Bid May 2025 - April 2026			Year 2 Final Bid May 2026 - April 2027			Consolidated Bid May 2025 - April 2027		
	Petersburg, Wrangell		Year 1 Total	Petersburg, Wrangell		Year 2 Total	Cordova, Yakutat		Consolidated Total
	Cordova, Yakutat			Cordova, Yakutat			Cordova, Yakutat	Petersburg, Wrangell	
Operating Revenue									
Passenger	-	-	-	-	-	-	-	-	-
Freight/Mail	1,261,505	901,907	2,163,412	1,261,505	901,907	2,163,412	1,261,505	901,907	2,163,412
Trans. Related & Other	-	-	-	-	-	-	-	-	-
Total Operating Revenue	1,261,505	901,907	2,163,412	1,261,505	901,907	2,163,412	1,261,505	901,907	2,163,412
Operating Expenses									
Direct Operating Expenses									
Non-Fuel Expense	664,119	758,647	1,422,766	707,910	808,535	1,516,434	686,014	783,586	1,469,600
Fuel Expense ¹	265,821	311,535	577,356	265,821	311,535	577,356	265,821	311,535	577,356
Total Direct Operating Expenses	929,940	1,070,182	2,000,122	973,731	1,120,060	2,093,790	951,835	1,095,121	2,046,956
Indirect Operating Expenses									
Overhead	184,159	228,367	412,526	193,367	239,785	433,152	188,763	234,076	422,839
Ownership	110,051	146,067	256,118	110,051	146,067	256,118	110,051	146,067	256,118
Total Indirect Operating Expenses	294,210	374,434	668,644	303,418	385,853	689,270	298,814	380,143	678,957
Total Operating Expenses	1,224,149	1,444,616	2,668,766	1,277,148	1,505,912	2,783,060	1,250,649	1,475,264	2,725,913
Total Non-Operating Expenses	-	-	-	-	-	-	-	-	-
Operating Profit (Loss)	37,356	(542,709)	(505,353)	(15,643)	(604,005)	(619,648)	10,857	(573,357)	(562,501)
5% Return	61,207	72,231	133,438	63,857	75,296	139,153	62,532	73,763	136,296
Compensation	(23,851)	(614,940)	(638,792)	(79,500)	(679,301)	(758,801)	(51,676)	(647,121)	(698,796)

1. Fuel estimated at \$3.00 per gallon in years 1 and 2

AS 3 – Allocation by Community

Allocation: Passenger	
Cordova	\$5,718,676
Yakutat	\$5,815,877
Gustavus	\$506,894
Total	\$12,041,447
Wrangell	\$2,709,315
Petersburg	\$2,395,607
Total	\$5,104,922

Allocation: Freighter	
Cordova	\$27,600
Yakutat	\$24,076
Total	\$51,676
Wrangell	\$338,778
Petersburg	\$308,343
Total	\$647,121

AS – 4 Schedules (Estimated – Flexibility Requested)

Passenger Schedule

Flight #	Off-Peak			
	65	61	64	66
	↓	↓	↑	↑
Seattle	0720	0710	2030	2200
Ketchikan	0830		1735	
	0920		1647	
Wrangell	1000		1614	
	1050		1527	
Petersburg	1112		1505	
	1200		1417	
Juneau	1242	0850	1335	1840
	1335	0940	1245	1750
Yakutat		1038		1701
		1128		1611
Cordova		1220		1521
		1310		1431
Anchorage	1515	1400	1105	1340

Flight #	Peak (Summer)					
	65	61	157	77	64	66
	↓	↓	↓	↑	↑	↑
Seattle	0700	0700			2035	2156
Ketchikan	0808				1740	
	0856				1652	
Wrangell	0938				1619	
	1026				1531	
Petersburg	1048				1508	
	1136				1420	
Juneau	1216	0840	1616	1820	1337	1837
	1308	0936			1237	1749
Gustavus			1652	1746		
Yakutat		1034				1700
		1130				1608
Cordova		1222				1518
		1318				1426
Anchorage	1447	1406			1058	1335

Source:

AAG Off Peak: Spring A 2025

AAG Peak: Summer B 2025

Freighter Schedule (Estimated – Flexibility Requested)

Note: Not all flights operate on the same day of the week

Origin	Destination	Est Dprt Tm	Est Arrv Tm
SEA	WRG	07:26	08:43
WRG	JNU	09:33	10:29
SEA	PSG	07:58	09:21
PSG	JNU	10:11	10:55
ANC	CDV	15:24	16:18
CDV	YAK	17:08	18:01
YAK	JNU	18:51	19:43

AS – 5 Completion Factors for SE AK EAS Markets

Passenger Operating Stats			
Market	Scheduled	Operated	Completion Factor
ANCCDV	721	709	98.34%
CDVYAK	706	690	97.73%
GSTJNU	180	168	93.33%
JNUPSG	719	712	99.03%
JNUYAK	718	699	97.35%
KTNWRG	720	714	99.17%
PSGWRG	720	711	98.75%
Grand Total	4484	4403	98.19%

**Data represents a 1-year average from September 2023 to August 2024*

Freighter Operation

Station	Scheduled	Operated	Completion Factor
CDV	104	96	92.3%
PSG	104	80	76.9%
WRG	104	94	90.4%
YAK	104	97	93.3%
Total	416	367	88.2%

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
IN THE PERFORMANCE OF SUBSIDIZED ESSENTIAL AIR SERVICE**

A. The subsidized essential air service carrier certifies that it will, or will continue, to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the carrier's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of work supported by the subsidy be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the subsidy, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of each affected subsidized service;
- (f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The subsidized essential air service carrier *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of essential air service, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the subsidy.

Check ☐ if there are workplaces on file that are not identified here.


Signature

11/15/2024
Date

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

**TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE
BASIS OF DISABILITY IN FEDERALLY-ASSISTED PROGRAMS
AND ACTIVITIES RECEIVING OR BENEFITING FROM
FEDERAL FINANCIAL ASSISTANCE**

**(Implementing the Rehabilitation Act of 1973, as amended, and the
Air Carrier Access Act of 1986)**

49 CFR Parts 21 and 27 and 14 CFR Parts 271, and 382

Alaska Airlines, Inc.

(Name of Recipient) (the Recipient) HEREBY AGREES THAT,

I. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply: with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d--42 U.S.C. 2000d-4; all requirements imposed by or pursuant to: Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964; and other pertinent directives so that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, section 21.7(a) and Title 14, Code of Federal Regulations, section 271.9(c).

II. As a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with: section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Air Carrier Access Act of 1986 (49 U.S.C. 1374(c)); and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 27, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, Title 14, Code of Federal Regulations, Part 382, Nondiscrimination on the Basis of Handicap in Air Travel; and other pertinent directives

so that no otherwise qualified person with a disability, be excluded from participation in, be denied the benefits of, be discriminated against by reason of such handicap in the provision of air transportation, or otherwise be subjected to discrimination under any program for which the Recipient receives Federal financial assistance from the Department of Transportation. This assurance is required by Title 49, Code of Federal Regulations, section 27.9 and Title 14, Code of Federal Regulations, sections 271.9(c) and 382.9.

III. It will promptly take any measures necessary to effectuate this agreement. The Recipient further agrees that it shall take reasonable actions to guarantee that it, its contractors and subcontractors subject to the Department of Transportation regulations cited above, transferees, and successors in interest will comply with all requirements imposed or pursuant to the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

IV. These assurances obligate the Recipient for the period during which Federal financial assistance is extended. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the statutes and Department of Transportation regulations cited above, other pertinent directives, and the above assurances.

V. These assurances are given for the purpose of obtaining Federal subsidy under the Essential Air Service Program and are binding on the Recipient, contractors, subcontractors, transferees, successors in interest, and all other participants receiving Federal subsidy in the Essential Air Service Program. The person or persons whose signatures appear below are authorized to sign this agreement on behalf of the Recipient.

VI. In addition to these assurances, the Recipient agrees to file: a summary of all complaints filed against it within the past year that allege violation(s) by the Recipient of Title VI of the Civil Rights Act of 1964, as amended, section 504 of the Rehabilitation Act of 1973, as amended, or the Air Carrier Access Act of 1986; or a statement that there have been no complaints filed against it. The summary should include the date the complaint was filed, the nature of the complaint, the status or outcome of the complaint (i.e., whether it is still pending or how it was resolved).

11/15/2024

Date

Alaska Airlines, Inc.

Legal Name of Recipient

By: 

Signature of Authorized Official

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS**

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

**Certification for Contracts, Grants, Loans,
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

11/18/2024

Date

Director Government Affairs

Title and Public Policy

Alaska Airlines, Inc.

Air Carrier

Wrangell, Petersburg, Cordova, Yakutat, Gustavus (Alaska)

Essential Air Service Point(s) To Which Certification Applies

From: [Tony Schinella](#)
To: [Sam Greenwood](#); [Susan Bourgeois](#)
Subject: Harbor municipal grant support
Date: Thursday, December 5, 2024 2:52:27 PM
Attachments: [AAHPA max funding resolution.docx](#)
[AAHPA FULL FUNDING.docx](#)

Sam/Susan

Attached are two resolutions for support of funding of the Alaska municipal harbor grant and increase the funding amount of the Alaska harbor municipal grant.
The funding resolution is passed each year by council with no questions. Could we put them on the next agenda?

Tony Schinella
Harbormaster
Cordova Port & Harbor
PO Box 1210, 114 Nicholoff Way
Cordova, Alaska 99574
Phone: 907-424-6400
Fax: 907-424-6446
Email: harbor@cityofcordova.net

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-41**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA SUPPORTING
FULL FUNDING (\$5,740,408) OF THE STATE OF ALASKA MUNICIPAL HARBOR
FACILITY GRANT PROGRAM IN THE FY26 STATE CAPITAL BUDGET.**

WHEREAS, the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

WHEREAS, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

WHEREAS, the harbor facilities in Alaska are ports of refuge for ocean going vessels, and serve as essential transportation hubs to coastal Alaskan communities for supplies, trade in goods and services and connections to the world market for our exports and imports; and

WHEREAS, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State-owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

WHEREAS, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

WHEREAS, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

WHEREAS, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program (AS 29.60.800); and

WHEREAS, the Department of Transportation and Public Facilities utilizes a beneficial administrative process to review, score, and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

WHEREAS, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

WHEREAS, the municipalities of Unalaska, Sitka and Juneau have committed to contribute half of their project cost in local match funding for FY25 towards harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

WHEREAS, completion of these harbor facility projects is dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

WHEREAS, during the last fifteen years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

WHEREAS, a survey done by the Alaska Municipal League of Alaska's ports and harbors found that from the respondents, the backlog of projects necessary to repair and replace former State-owned harbors has increased to at least \$500,000,000; and

WHEREAS, given that Alaska is a maritime state and that our harbors are foundational to both our way of life and the economy of this great State it is in the public's best interest to maintain this critical infrastructure by using State, Local and Federal funds to recapitalize the crucial harbor moorage infrastructure statewide.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Cordova, Alaska supports the full funding by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY26 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

PASSED AND APPROVED ON THIS 18th DAY OF DECEMBER 2024

David Allison, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-42**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA
SUPPORTING RAISING THE MAXIMUM AVAILABLE ALASKA DEPARTMENT OF
TRANSPORTATION HARBOR FACILITY GRANT TO \$7,500,000 FOR ELIGIBLE
PROJECTS ON AN ANNUAL BASIS.**

WHEREAS, Senate Bill 291 established the Municipal Harbor Facility Grant Program on July 1, 2006, in which the total amount of grant money made available to a municipality was limited to not exceed \$5,000,000 in a fiscal year; and

WHEREAS, the Municipal Harbor Facility Grant is the single most significant funding tool available to Alaskan Harbormaster to plan, maintain and recapitalize port and harbor infrastructure; and

WHEREAS, testimony from a legislator advocate stated “SB 291 would establish the municipal harbor facility grant fund to which the Legislature would make an annual appropriation from the watercraft fuel tax account and from the state portion of the fisheries business tax. Both sources come from the marine industry so harbor users would generate the revenue for the program”; and

WHEREAS, Senate Bill 291 was envisioned to cap the funds that can be used per community per year at \$5 million so that a large community couldn't take all the available funds in any given year. The expectation is that communities would establish, maintain, and run an enterprise fund into perpetuity; and

WHEREAS, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State-owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

WHEREAS, these harbor facilities continue to require substantial municipal financial investment to maintain and for capital improvement projects; and

WHEREAS, construction, shipping, and mobilization costs to remote portions of Alaska have outpaced the national consumer price index since the pandemic; and

WHEREAS, the United States Bureau of Labor Statistics CPI calculator indicates that \$5M in July 2006 when the Senate Bill 291 was enacted would be inflated to \$7,511,000 as of July 2023.

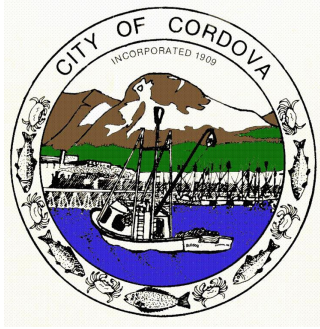
NOW THEREFORE BE IT RESOLVED that the Council of the City of Cordova, Alaska urges the Governor and the Alaska Legislature to amend AS 29.60.800 raising the maximum Harbor facility grant fund award to \$7,500,000 per eligible project.

PASSED AND APPROVED ON THIS 18th DAY OF DECEMBER 2024

Attest:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 10
City Council Meeting Date: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 12/6/24
ITEM: Resolution 12-24-43 approving license for a mobile restaurant
NEXT STEP: Majority voice vote or roll call vote of consent calendar

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Resolution approving license for a mobile restaurant

II. RECOMMENDED ACTION / NEXT STEP: Council motion to approve Resolution 12-24-43.

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.

IV. BACKGROUND INFORMATION: Prospective business owner and requester of the mobile restaurant license, Amanda Kruithof, has provided a business plan and menus for her food truck. Her intent is to lease space from CTC in the old CoHo lot across the street from the Cordova Center. The truck was previously approved as Jens in 2022.

V. LEGAL ISSUES: Cordova Municipal Code chapter 6.16 cited within the resolution.

VI. SUMMARY AND ALTERNATIVES: Council can approve the consent calendar or pull the resolution from the consent calendar if any member has questions to further understand the business owner's plan.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-43**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE LICENSE FOR A MOBILE RESTAURANT FOR
‘PANDEMONIUM PANINIS’**

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, Amanda Kruithof has made application to the Clerk to operate a mobile restaurant; and

WHEREAS, despite CMC 6.16.050 E above, this mobile restaurant is approved for operation in the City of Cordova at a length slightly in excess of 25 feet and a width slightly in excess of 8 feet; and

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Cordova, Alaska, does hereby approve the application of Amanda Kruithof, dba Pandemonium Paninis for a license to operate a mobile restaurant in Cordova.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024

ATTEST:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk

Business Overview

- **Business Name:** Pandamonium's Panini's
- **Location:** CEC Lot, Main Street, Cordova, Alaska
- **Cuisine:** Gourmet paninis and artisan soups
- **Operational Hours:** Daily from 12pm-7pm
- **Business Licensing:** All necessary local and state licenses are secured.

Concept

Our menu will feature a variety of paninis made from high-quality, locally sourced ingredients, paired with seasonal soups. We aim to create a cozy dining experience that caters to diverse dietary preferences.

Target Market

Our customers will include:

- Local residents seeking quick meals
- Tourists visiting Cordova
- Area workers looking for lunch options
- Families craving comfort food

Benefits to the Community

1. **Accessibility:** Convenient meals for residents and visitors.
2. **Local Economy Support:** Sourcing ingredients locally and employing local staff.
3. **Community Engagement:** Hosting events and collaborating with local organizations.

Compliance and Operations

Pandas Paninis will adhere to all health codes and regulations for restaurants in Alaska. Our commitments include:

- Obtaining necessary permits and licenses.
- Maintaining high food safety and sanitation standards.
- Regularly inspecting and maintaining our food truck.

Marketing Strategy

To attract customers, we will:

- Use social media to showcase our menu and specials.
- Collaborate with local businesses and events for cross-promotion.

- Implement loyalty programs to encourage repeat customers.

Conclusion

Pandas Paninis is excited to serve the Cordova community from the CEC lot. We believe our food truck will enhance local dining options while adhering to regulations. We kindly request your approval to operate at this location and look forward to contributing to Cordova's vibrant community.

Thank you for considering our proposal.

Sincerely,

Amanda Kruithof

Owner/Operator

Pandamonium Paninis

360-708-0605



PANDEMONIUM PANINIS

PANINIS, SOUPS & MORE



PRIME RIB PANINI ~ BRIE

sliced prime rib with homemade chimichurri & brie, served on sourdough

\$26

PRIME RIB PANINI ~ MUENSTER OR PEPPER JACK

thin sliced prime rib, muenster cheese, sauteed mushrooms & onions, served on sourdough*

\$25

FANCY CAPRESE PANINI

grilled caprese, mozzarella, tomatoes, fresh basil & prosciutto, served on sourdough

\$17.50

JALAPENO POPPER PANINI

grilled cheese, fresh jalapeño, cream cheese, bacon, and topped with shredded cheddar,

served on sourdough

\$16.50

soup of the day

small \$8

large \$15



SPICY TURKEY PANINI

chilli onion crunch, chipotle mayonnaise, muenster cheese served on sourdough

\$16

STACKED HAM PANINI

hot honey, swiss cheese, served on croissant

\$13

CLASSIC HAM AND CHEESE PANINI

ham and cheddar cheese, served on sourdough

\$12

TURKEY AND PESTO PANINI

sun dried tomatoes, spinach, provolone or swiss, served on sourdough

\$18

TUNA MELT PANINI

tuna, cheddar cheese, bacon, served on sourdough

\$16.50

soup of the day

large \$15

small \$8

special

PULLED PORK PANINI

slow cooked pork topped with mild barbeque sauce, served on sourdough

\$17

add cheese + \$1

~add avocado to any sandwich for \$2~

**CORDOVA HARBOR COMMISSION
RESOLUTION 10-24-04**

**A RESOLUTION OF THE CORDOVA HARBOR COMMISSION TO THE COUNCIL
OF THE CITY OF CORDOVA. AUTHORIZING THE DISPOSAL OF THE
TRAVELIFT 60MT TRANSPORTER.**

WHEREAS, the Transporter was purchased in August 2023 with funds from the Cordova Port& Harbor; and

WHEREAS, the purchase of the Transporter would allow for more storage space for vessels in the Shipyard during the South Harbor Replacement Project; and

WHEREAS, prior to receiving the Transporter, the idea of making more available moorage space in the North Harbor by removing finger floats was entertained; and

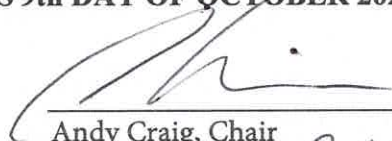
WHEREAS, the Transporter was only needed to transport 5 vessels within the Shipyard;
and

WHEREAS, the Harbor Commission and the Harbormaster believe that the Transporter will not be utilized for its intended purpose anytime in the near future; and

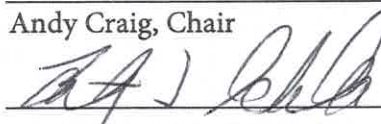
WHEREAS, there is no covered space for the Transporter and weather and lack of use in the future will just de-value this peice of equipment; and

NOW, THEREFORE, BE IT RESOLVED that the Cordova Harbor Commission of Cordova, Alaska, hereby acknowledges that the Travelift 60MT Transporter be disposed of in accordance with Chapter 5.14 of Cordova City Code.

PASSED AND APPROVED THIS 9th DAY OF OCTOBER 2024



Andy Craig, Chair



Anthony J Schinella, Harbormaster

CORDOVA REGULAR CITY ELECTION

MARCH 4, 2025



Polling Place – Cordova Center Community Room A

Voting Hours – 7:00 am to 8:00 pm

Offices to be Elected

One (1) **Mayor**, for One (1) Regular, Three (3) Year Term

Three (3) **City Council Members**, for Three (3) Regular, Three (3) Year Terms

Two (2) **School Board Members**, for Two (2) Regular, Three (3) Year Terms

Two (2) **Hospital Services Board Members**, for Two (2) Regular, Three (3) Year Terms

Declaration of Candidacy

To Declare Candidacy: Any qualified voter who meets the residency and age requirements of the elective office must file, not earlier than the date of first posting of this notice (Tuesday December 17, 2024) and at least by 30 days before the election (by Monday February 4, 2025), with the city clerk, a sworn declaration of candidacy using the declaration of candidacy form that applies to the office for which they are a candidate in order for the voter's name to appear on the ballot as a candidate for that elective office.

Residency Requirements: Mayor, City Council, and School Board: One year immediately preceding the election. Hospital Services Board: One year immediately preceding the election and able to meet the requirements in Cordova Municipal Code 15.20.010.

Register to vote online at: www.elections.alaska.gov

To be qualified to vote in a Regular or Special City Election, a voter must be:

- A. Qualified to vote in State Elections and registered to vote in State Elections at a residence address within the City limits of Cordova at least thirty days immediately preceding the City Election (by Sunday, February 2, 2025),
- B. A resident of the City for thirty days immediately preceding the City Election (by Sunday February 2, 2025), and
- C. Not disqualified under Article V of the Alaska Constitution.

**Mayor Allison and Cordova City Council are soliciting interest
for City Board & Commission vacancies**

**Harbor Commission has 2 vacant seats,
Parks & Recreation Commission has 1 vacant seat,
Historic Preservation Commission has 2 vacant seats
all open seats have terms through November 2027**

**applications available on the City website and are accepted continuously
email cityclerk@cityofcordova.net or call 907-424-6248**

**appointments will be made at City Council meetings
as applicants become available**

posted 12/10/24

Some History of the Harbor Commission

1978, Ordinance 501 - Harbor Advisory Commission created with 9 members

1981, Ordinance 524 - Harbor Advisory Commission changed to 7 members

2002, Ordinance 908 – Harbor Commission went from 7 to 5 members and meetings at least once per quarter, changed from once per month

2022, Substitute Ordinance 1200 – Harbor Commission went to 7 members

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?

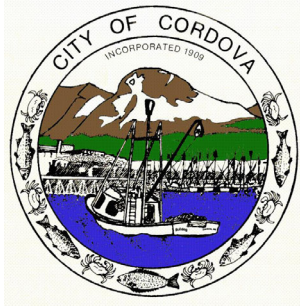
- Letters, emails, cards, or other written or electronic mail that are disparaging to individuals or entities
- Letters, emails, cards, or other written or electronic mail that have been sent anonymously
- Letters, emails, cards, or other written or electronic mail that contain confidential information 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)
- 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, 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.



AGENDA ITEM # 14
City Council Meeting Date: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, Public Works Director

DATE: 12/10/24

ITEM: Substitute Ordinance 1224 – Purchase and Sale Agreement for Lot 4A, Block 5, North Fill Development Park, Second Reading

NEXT STEP: Vote on approval of Substitute Ordinance 1224

☒ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☐ MOTION

I. REQUEST OR ISSUE: Requested Actions: Decision on Substitute Ordinance 1224
Legal Description: Lot 4A, Block 5, North Fill Development Park
Lot Area: Approximate Area = 8,267 SF
Zoning: Waterfront Industrial
Attachments: Substitute Ordinance 1224, Purchase and Sale Agreement and Exhibits

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to adopt Substitute Ordinance 1224.”

III. FISCAL IMPACTS: Applicant will pay \$120,000 to purchase the property outright. The property will be moved onto the tax rolls under private ownership.

IV. BACKGROUND INFORMATION: A letter of interest was received in the fall of 2023 from Paul and Linda Kelly requesting to purchase Lot 4A, Block 5, North Fill Development Park, colloquially know as “the impound lot”. The letter of interest was taken through the land disposal process and ultimately following a Request for Proposals process the Kelly’s were chosen as the person to negotiate a Lease with Option to Purchase with.

The Kelly’s have proposed to build a two-story storage unit facility totaling 7,200 square feet, with the value of the improvements equaling \$750,000. Additionally, they will potentially include at least one apartment unit.

At the 11/6/24 City Council meeting, the Council directed staff to change the sale of the lot from a Lease with Option to Purchase to a direct sale of the land. This decision was made because the Council determined that it was in the best interest of the City to get the full purchase price up front so that the money can be used immediately for the development of the new impound lot. Attached, as directed by Council is a Purchase and Sale Agreement for consideration. Legal staff developed this purchase and sale agreement with protections for buyer and seller and in conformity with the request for proposals that the City had published for this property disposal.

Following the first reading of the substitute ordinance for the Purchase Agreement on 11/20/24, staff continued negotiations with the applicant who requested clarification in the agreement to remove language related to reimbursing the city for surveys and appraisals as no survey was performed and the purchase price was not set using an appraisal. These changes were made to the agreement. We also clarified with the applicant that the agreement does not require that they fly in inspectors for the different inspections, only that they have inspections done in some form, which could include tele-video / photo inspections.

V. LEGAL ISSUES: The Purchase and Sale Agreement has been reviewed by the City's legal counsel and has been written in a way that ensures compliance with the RFP that was published for the disposal.

VI. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the Purchase and Sale Agreement, direct staff to amend the agreement, or choose not to dispose of the property at all.

VII. ATTACHMENTS:

- A. Substitute Ordinance 1224
- B. Purchase and Sale Agreement and Exhibits

**CITY OF CORDOVA, ALASKA
SUBSTITUTE ORDINANCE 1224**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO ENTER INTO A
PURCHASE AND SALE AGREEMENT WITH PAUL AND LINDA KELLY, DOING
BUSINESS AS BAYSIDE STORAGE, FOR PROPERTY DESCRIBED AS LOT 4A, NORTH
FILL DEVELOPMENT PARK ADDITION #2**

WHEREAS, it is in the City of Cordova's best interest to sell Lot 4A, North Fill Development Park Addition #2 ("Property") to Paul and Linda Kelly doing business as Bayside Storage, for the purposes specified in the Purchase and Sale Agreement (Attached as Exhibit A, the "Purchase Agreement") between the City of Cordova, Alaska ("City") and Paul and Linda Kelly doing business as Bayside Storage; and

WHEREAS, Paul and Linda Kelly have proposed to develop the lot with a two story, 7,200 square foot, storage unit facility; and

WHEREAS, the value of the proposed development is said to be \$750,000; and

WHEREAS, the City sees a need for continued development in the Waterfront Industrial Zone in which this property is located; and

WHEREAS, the proposed development is of need to the community and will benefit both those residing in Cordova as well as those that do business in Cordova, specifically the fishing fleet; and

WHEREAS, the direct sale of the Property to the purchaser will benefit the City by providing more immediate funds necessary for the construction of a new impound lot for use by the City; and

WHEREAS, the development of this Property and its transfer to private ownership will further benefit the City by increasing both sales and property tax collection.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Cordova, that:

Section 1. The City Manager, or their designee, is authorized and directed to enter into the Purchase Agreement with Paul and Linda Kelly doing business as Bayside Storage for the purchase and sale of the Property in accordance with the terms of the Purchase Agreement as attached as Exhibit A to this ordinance. The form and content of the Agreement now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager, or their designee, hereby is authorized, empowered and directed to execute and deliver the Purchase Agreement reflecting the terms of the purchase and sale transaction on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as the City Manager, or their designee, shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager, or their designee, hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading of Ordinance 1224: November 6, 2024

1st reading of Substitute Ordinance 1224: November 20, 2024

2nd reading of and public hearing for Substitute Ordinance 1224: December 18, 2024

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of November ____, 2024 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and PAUL KELLY and LINDA KELLY, doing business as BAYSIDE STORAGE ("Purchaser"), whose address is P.O. Box 265, Cordova, Alaska 99574

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as Lot 4A, North Fill Development Park Addition #2, filed under the official plat thereof, Plat # 2001-10, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-060-128; and

WHEREAS, Purchaser has funds to pay the cost of acquiring the Property; and

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, the Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price.

(a) The purchase price for the Property is One Hundred Twenty Thousand Dollars and 00/100 Cents (\$120,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on _____ (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no event will it be refunded to Purchaser if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of One Hundred Nineteen Thousand and 00/100 Dollars (\$119,000.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Title.

(a) Within ten (10) days following the Effective Date, Seller shall order from Alyeska Title Guaranty Agency, Inc. ("Title Company"), a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, any Internal Revenue Service liens, and the Deed of Trust shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with (x) in this subsection, the Initial Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in

reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

5. Representations, Warranties and Covenants of Purchaser. In addition to any other representations, warranties, and covenants contained herein, Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchaser, and is and will be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms and do not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

6. Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 12 or Section 13 of this Agreement within the time periods described in said Sections.

(2) Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 6, or any other breach of this Agreement, as of the date of Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 8.

(5) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

The conditions set forth in this Section 6(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the purchase and sale transaction contemplated herein (the "Purchaser's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 12 or Section 13 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, and a lender's policy of title insurance (the "Lender's Policy"), with liability in the amount secured by the Deed of Trust, dated the day of Closing, subject only to the Permitted Exceptions.

(3) Seller shall have delivered the items described in Section 7.

(4) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 6(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

7. Seller's Closing Deliveries. At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

(a) A Quitclaim Deed with Right of Reentry and First Refusal in the form attached hereto as **Exhibit B**, executed by Seller conveying the Property to Purchaser (the "Deed").

(b) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

8. Purchaser's Closing Deliveries. At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:

(a) The balance of the Purchase Price, payable as provided in Section 2, together with such other sums as Escrow Agent shall require to pay Closing costs, prorations, reimbursements and adjustments as set forth in Section 9 and Section 11, in immediately available funds.

(b) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement and/or as may be required by the Title Company.

9. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

(b) Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 9 shall survive the Closing.

10. Closing. The purchase and sale contemplated herein shall close on or before one hundred twenty (120) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska. The Closing shall occur at the offices of the Escrow Agent as set forth in Section 16(m), or such other place as may be agreed by the parties.

11. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy and Lender's Policy, and for all fees and costs Seller incurred to third parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of attorney's fees and costs, closing costs and escrow fees, and any other fees or costs required by the Cordova Municipal Code (collectively, the "Closing Costs"). Purchaser shall bear the expense of Purchaser's own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

12. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written

notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Initial Deposit but without any interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 12, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

13. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10)-day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10)-day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchaser's remedies shall be limited to (i) terminating this Agreement by written notice to Seller, in which event the Initial Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) enforcing Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, to terminate this Agreement by written notice to Purchaser, in which event, the non-refundable Initial Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Seller shall deposit a copy of this Agreement executed by both Purchaser

and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 7. Purchaser shall make their deliveries into escrow in accordance with Section 8. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 7 and 8; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, including all Closing Costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 9, if any.

(2) Deliver to Purchaser the Quitclaim Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Quitclaim Deed.

(3) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

(4) Deliver the Title Policy issued by Title Company to Purchaser.

15. Indemnification.

(a) General Indemnification. Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related in any way to the Property, the sale

of the Property, or the contents of the Property, including claims relating to any personal property. The obligations in this Section shall survive closing.

(b) Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors, sublessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Property, whether by Purchaser, his, her or its employees, agents, servants, customers, contractors, subcontractors, sublessees, invitees, or authorized representatives, or any other party.

Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material.

As used in this Agreement, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state, or local law or regulation, as now in force or as may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" under any law or regulation.

The obligations in this Section shall survive closing.

16. Development Plan and Right of Reentry.

(a) Site Development Plan; Reentry. In connection with its proposal to acquire the Property, Purchaser proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the "Site Development Plan"), which is attached hereto and incorporated herein as **Exhibit C**. The attached Site Development Plan has been approved by the Cordova City Council, and any proposed material change to the attached Site Development Plan by Purchaser requires written consent of both parties. This Agreement does not confer any approval from the Cordova Planning Commission regarding the Site Development Plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Purchaser's responsibility to ensure the Site Development Plan complies with all City Code requirements and procedures and must still submit a plan for approval by the Planning Commission as required by Cordova Municipal Code 18.33.130.

(b) Exercise of Right of Reentry. Purchaser agrees that it must substantially complete construction of the project set forth in the Site Development Plan attached as **Exhibit C** by a date that is five (5) years after the Effective Date of this Agreement. As used in this Agreement, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Purchaser can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Purchaser has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: (1) Foundation Inspection; (2) Framing Inspection; (3) HVAC / Mechanical Inspection; (4) Electrical Inspection; (5) Plumbing Inspection; (4) Fire / Life Safety Inspection; and (5) Final / Certificate of Occupancy Inspection. Certificates of inspections and the listed of required corrections in the case of a failed inspection, shall be provided to City within five (5) days of receiving each inspection certificate or correction list. Seller shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the "Right of Reentry"), without any obligation to pay therefore or for any improvements made thereto, in the event that the Purchaser fails to substantially complete the construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date (the "Reentry Date"), and provided further that Seller complies with the requirements applicable to it as set forth in Section 16(c).

(c) Exercise of Right of Reentry. To exercise its Right of Reentry, Seller shall deliver to Purchaser (or its permitted successor, assigns, or transferees) a written notice providing Purchaser thirty (30) additional days (the "Reentry Notice Period") to substantially complete construction of the project (the "Reentry Notice"), which notice shall be delivered to Purchaser no later than one hundred twenty (120) days after the Reentry Date. If Purchaser fails to comply with Seller's Reentry Notice and substantially complete construction of the project within the Reentry Notice Period, then title to the Property shall revert to the Seller and Purchaser agrees to execute and deliver to Seller,

within ten (10) days after the expiration of the Reentry Notice Period, a quitclaim deed and any other documents reasonably requested by Seller to convey record title to the Property to Seller. Purchaser agrees to take all reasonable steps to ensure Seller acquires marketable title to the Property, including, without limitation, satisfying any lien, mortgage or similar debt obligation which encumbers the Property at Purchaser's sole cost and expense. Seller shall have the right to enforce its Right of Reentry in this Agreement by instituting a legal action for specific performance and/or to quiet title in Seller, and Seller shall be entitled to recover from Purchaser (or its permitted successor, assigns, or transferees) actual reasonable attorney's fees and court costs (including expert fees) incurred in connection with such action.

(d) Termination of Right of Reentry. Seller's Right of Reentry shall terminate and be no further force or effect in the event that (i) Purchaser (or its permitted successor, assigns, or transferees) substantially completes the redevelopment of the Property as provided herein; or (ii) Seller fails to serve a Reentry Notice within one hundred twenty (120) days after the Reentry Date. In the event Seller's Right of Reentry terminates as provided in the immediately preceding sentence, Seller agrees to execute and deliver any documents reasonably requested by Purchaser to evidence the termination of Seller's Right of Reentry.

(e) Purchaser Acknowledgement. Purchaser acknowledges and agrees that the Right of Reentry granted by this Section of the Agreement is a reasonable restriction on alienation of the Property, which is given as security for performance of post-closing obligations required by this Agreement, is material consideration for the Agreement, and that the obligations in Section 16 of the Agreement shall survive Closing and shall not merge into the deed or other instruments delivered at Closing.

17. Right of First Refusal. Purchaser covenants and agrees to acquire the Property subject to Seller's right of first refusal, as provided in this Section. Purchaser further covenants and agrees that Purchaser shall not sell, transfer, convey, or dispose, or attempt to sell, transfer, convey, or dispose, of the Property in violation of Seller's right of first refusal, and that any sale, transfer, conveyance, or other disposal of property which violates Seller's right of first refusal shall be void. The Quitclaim Deed to be delivered by Seller pursuant to the terms of this Agreement shall provide notice of Seller's right of first refusal, in substantially the form annexed hereto as **Exhibit B**. Purchaser covenants and agreements provided in this Section shall survive Closing. The terms of Seller's right of first refusal are as follows:

(a) Right of First Refusal. Seller shall have a right of first refusal subject to the same conditions provided in this Agreement. Any sale, conveyance, transfer, or other disposition made in violation of Seller's right of first refusal shall be void and unenforceable.

(b) Exercise of Right of First Refusal.

(i) Purchaser may accept an offer for the sale, conveyance, transfer, or other disposition of the Property only if the offer is made subject to the Seller's

right of first refusal herein. Immediately upon acceptance of an offer for the sale, transfer, conveyance, or other disposition from a third party (the "Purchase Offer"), Purchaser shall present a copy of the Purchase Offer and acceptance to Seller by written notice, by certified mail or overnight delivery, to the address set forth above, or at such other address designated by Seller in writing. Seller will then have sixty (60) days from receipt of the Purchase Offer (the "ROFR Period") to either agree to purchase the Property on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal to Purchaser at the address set forth above no later than sixty (60) days after being presented with a copy of the Purchase Offer. If Seller agrees to accept the Purchase Offer within the ROFR Period, the property shall be conveyed to the Seller in accordance with the terms of the Purchase Offer.

(ii) If after execution of the Purchase Offer, the Purchaser and third-party amend the Purchase Offer, the Purchaser shall present a copy of the Purchase Offer as amended ("Amended Purchase Offer") to Seller in accordance with Section 17(b)(i) above, and Seller will then have ten (10) days from receipt of the Amended Purchase Offer ("Amendment Period") to either agree to purchase the Property on the same terms and conditions set forth in the Amended Purchase Offer, or decline to exercise its right of first refusal no later than ten (10) days after being presented with a copy of the Amended Purchase Offer. If Seller agrees to accept the Amended Purchase Offer, within the Amendment Period, the Property shall be conveyed to the Seller in accordance with the terms of the Amended Purchase Offer.

(c) Sale or Disposal by Grantees. If Seller does not timely exercise its right of first refusal or declines to exercise its right of first refusal, Purchaser may then sell or otherwise dispose of the Property to the third party on the same terms and conditions set forth in the Purchase Offer.

If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer or Amended Purchase Offer, if applicable, then any interest of the Seller in and to the Property shall cease and be of no further force and effect. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer or Amended Purchase Offer, if applicable, then Seller will continue to have its exclusive right of first refusal under the procedures outlined above, before Purchaser may convey or transfer its interest in the property to a third party.

(d) Waiver. If Seller does not timely exercise its right of first refusal, or if Seller declines to exercise its rights in response to a particular Purchase Offer or Amended Purchase Offer, if applicable, and provides Purchaser with written notice of its decision to decline, then Seller's City Manager shall, upon written request from Purchaser, and within ten (10) days of receiving the written request, deliver to Purchaser a document, in recordable form, attesting to Seller's waiver and relinquishment of its right of first refusal and right to purchase regarding the specific Purchase Offer or Amended Purchase Offer, if applicable, (the "Waiver Document"). The Waiver Document shall identify the date the Purchase Offer or Amended Purchase Offer, if applicable, was made, and shall be held by Purchaser in escrow, and not recorded, until after the closing on the Purchase Offer or Amended Purchase Offer, if applicable. If the sale or other disposition is not completed

on the same terms and conditions set forth in the Purchase Offer or Amended Purchase Offer, if applicable, then Purchaser shall return the Waiver Document to the Seller. Purchaser agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in preparing and recording the Waiver Document. Seller's relinquishment or forfeiture of its right to first refusal and right of purchase regarding one Purchase Offer or Amended Purchase Offer, if applicable, in no way waives or terminates its right to first refusal and right of first purchase regarding any subsequent Purchase Offer.

18. General Provisions.

(a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

(c) Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

(d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

(e) This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

(f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as

close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

(h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

(m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Seller: City of Cordova
Attn: City Manager
P. O. Box 1210
Cordova, Alaska 99574

With copy to
Michael Schwarz, Esq.
Birch Horton Bittner & Cherot, PC
510 L. Street, Suite 700
Anchorage, Alaska 99501

Purchaser: Paul Kelly or Linda Kelly
PO Box 265
Cordova, AK 99574

Escrow Agent: Alyeska Title Guaranty Agency, Inc.
3801 Centerpoint Drive, Suite 102
Anchorage, AK 99503

Title Company: Alyeska Title Guaranty Agency, Inc.
3801 Centerpoint Drive, Suite 102
Anchorage, AK 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint ventures, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: _____
Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASER:

By: _____
Paul Kelly

By: _____
Linda Kelly

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Paul Kelly.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Linda Kelly.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A
Description of the Property

Tax Assessor's Parcel No.: 02-060-128

Legal Description (Subject to confirmation by Title Report):

Lot 4A, North Fill Development Park Addition #2, filed under the official plat thereof, Plat # 2001-10, Records of the Cordova Recording District, Third Judicial District, State of Alaska

Plat Image:



EXHIBIT B

Quitclaim Deed with Right of Reentry and Right of First Refusal

QUITCLAIM DEED

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Michael Schwarz
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to Paul Kelly and Linda Kelly (collectively, "Grantee"), whose address is P.O. Box 265, all interest which Grantor has, if any, in the following described real property (the "Property"):

[Insert from title report]

Subject to reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

This grant is further made subject to the following:

1. **Right of Reentry**

(a) **Site Development Plan; Reentry.** In connection with its proposal to acquire the Property, Grantee proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the "Site Development Plan"), which is attached hereto and incorporated and attached to a certain purchase and sale agreement between Grantor and Grantee, dated November __, 2024 (the "Purchase Agreement"). Grantee agrees that it must substantially complete construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date of this Agreement. As used in this Deed, the term

“substantially complete” shall mean the stage of construction when the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Grantee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, AND Grantee has provided to the City of Cordova certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: (1) Foundation Inspection; (2) Framing Inspection; (3) HVAC / Mechanical Inspection; (4) Electrical Inspection; (5) Plumbing Inspection; (4) Fire / Life Safety Inspection; and (5) Final / Certificate of Occupancy Inspection. Certificates of inspections and the listed of required corrections in the case of a failed inspection, shall be provided to City within five (5) days of receiving each inspection certificate or correction list. Grantor shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the “Right of Reentry”), without any obligation to pay therefore or for any improvements made thereto, in the event that the Grantee fails to substantially complete the construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date (the “Reentry Date”), and provided further that Grantor complies with the requirements applicable to it as set forth in Section 1(b).

(b) **Exercise of Right of Reentry.** To exercise its Right of Reentry, Grantor shall deliver to Grantee (or its permitted successor, assigns, or transferees) a written notice providing Grantee thirty (30) additional days (the “Reentry Notice Period”) to substantially complete construction of the project (the “Reentry Notice”), which notice shall be delivered to Grantee no later than one hundred twenty (120) days after the Reentry Date. If Grantee fails to comply with Grantor’ Reentry Notice and substantially complete construction of the project within the Reentry Notice Period, then title to the Property shall revert to the Grantor and Grantee agrees to execute and deliver to Grantor, within ten (10) days after the expiration of the Reentry Notice Period, a quitclaim deed and any other documents reasonably requested by Grantor to convey record title to the Property to Grantor. Grantee agrees to take all reasonable steps to ensure Grantor acquires marketable title to the Property, including, without limitation, satisfying any lien, mortgage or similar debt obligation which encumbers the Property, at Grantee’s sole cost and expense. Grantor shall have the right to enforce its Right of Reentry in this Agreement by instituting a legal action for specific performance and/or to quiet title, and Grantor shall be entitled to recover from Grantee (or its permitted successor, assigns, or transferees) actual reasonable attorney’s fees and court costs (including expert fees) incurred in connection with such action.

(c) **Termination of Right of Reentry.** Grantor’s Right of Reentry shall terminate and be of no further force or effect in the event that (i) Grantee (or its permitted successor, assigns, or transferees) substantially completes the redevelopment of the Property as provided herein; or (ii) Grantor fails to serve a Reentry Notice within one hundred twenty (120) days after the Reentry Date. In the event Grantor’s Right of Reentry terminates as provided in the immediately preceding sentence, Grantor agrees to execute and deliver any documents reasonably requested by Grantee to evidence the termination of Grantor’s Right of Reentry.

(d) **Grantee Acknowledgement.** By signing below, Grantee acknowledges and agrees that the Right of Reentry granted by Section 1 of this Deed is a reasonable restriction on alienation of the Property, which is given as security for performance of post-closing obligations of Grantee under the Purchase Agreement.

2. **Right of First Refusal.** Grantor shall have a right of first refusal and right to purchase the Property, subject to the same conditions provided herein. Any sale, conveyance, transfer, or other disposition made in violation of Grantor's right of first refusal shall be void and unenforceable.

a. **Exercise of Right of First Refusal.**

i. Grantee may accept an offer for the sale, conveyance, transfer, or other disposition of the Property only if the offer is made subject to the Grantor's right of first refusal herein. Immediately upon acceptance of an offer for the sale, transfer, conveyance, or other disposition from a third party (the "Purchase Offer"), Grantee shall present a copy of the Purchase Offer and acceptance to Grantor by written notice, by certified mail or overnight delivery, to the address set forth above, or at such other address designated by Grantor in writing. Grantor will then have sixty (60) days from receipt of the Purchase Offer (the "ROFR Period") to either agree to purchase the Property on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal to Grantee at the address set forth above no later than sixty (60) days after being presented with a copy of the Purchase Offer. If Grantor agrees to accept the Purchase Offer within the ROFR Period, the Property shall be conveyed to the Grantor in accordance with the terms of the Purchase Offer.

ii. If after execution of the Purchase Offer, the Grantee and third-party amend the Purchase Offer, the Grantee shall present a copy of the Purchase Offer as amended ("Amended Purchase Offer") to Grantor in accordance with Section 1(b)(i) above, and Grantor will then have ten (10) days from receipt of the Amended Purchase Offer ("Amendment Period") to either agree to purchase the Property on the same terms and conditions set forth in the Amended Purchase Offer, or decline to exercise its right of first refusal no later than ten (10) days after being presented with a copy of the Amended Purchase Offer. If Grantor agrees to accept the Amended Purchase Offer, within the Amendment Period, the Property shall be conveyed to the Grantor in accordance with the terms of the Amended Purchase Offer.

c. **Sale or Disposal by Grantees.** If Grantor does not timely exercise its right of first refusal or declines to exercise its right of first refusal, Grantee may then sell or otherwise dispose of the Property to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer or Amended Purchase Offer, if applicable, then any interest of the Grantor in and to the Property shall cease and be of no further force and effect. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, or Amended Purchase Offer, if applicable, then Grantor will continue to have its exclusive right of first refusal under the procedures

outlined above, before Grantee may convey or transfer its interest in the Property to a third party.

d. **Waiver.** If Grantor does not timely exercise its right of first refusal, or if Grantor declines to exercise its rights in response to a particular Purchase Offer or Amended Purchase Offer, if applicable, and provides Grantee with written notice of its decision to decline, then Grantor's City Manager shall, upon written request from Grantee, and within ten (10) days of receiving the written request, deliver to Grantee a document, in recordable form, attesting to Grantor's waiver and relinquishment of its right of first refusal regarding the specific Purchase Offer or Amended Purchase Offer, if applicable, (the "Waiver Document"). The Waiver Document shall identify the date the Purchase Offer or Amended Purchase Offer, if applicable, was made, and shall be held by Grantee in escrow, and not recorded, until after the closing on the Purchase Offer or Amended Purchase Offer, if applicable. If the sale or other disposition is not completed on the same terms and conditions set forth in the Purchase Offer or Amended Purchase Offer, if applicable, then Grantee shall return the Waiver Document to the Grantor. Grantee agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Grantor in preparing and recording the Waiver Document. Grantor's relinquishment or forfeiture of its right of first refusal regarding one Purchase Offer or Amended Purchase Offer, if applicable, in no way waives or terminates its right to first refusal regarding any subsequent Purchase Offer.

DATED this ____ day of _____, 2024.

GRANTOR:

CITY OF CORDOVA

Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Samantha Greenwood, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:____

GRANTEE:

Paul Kelly

Linda Kelly

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Paul Kelly and Linda Kelly, known to me to be the individuals who executed the instrument for the uses and purposes set forth therein.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT C

Site Development Plan

BAYSIDE STORAGE

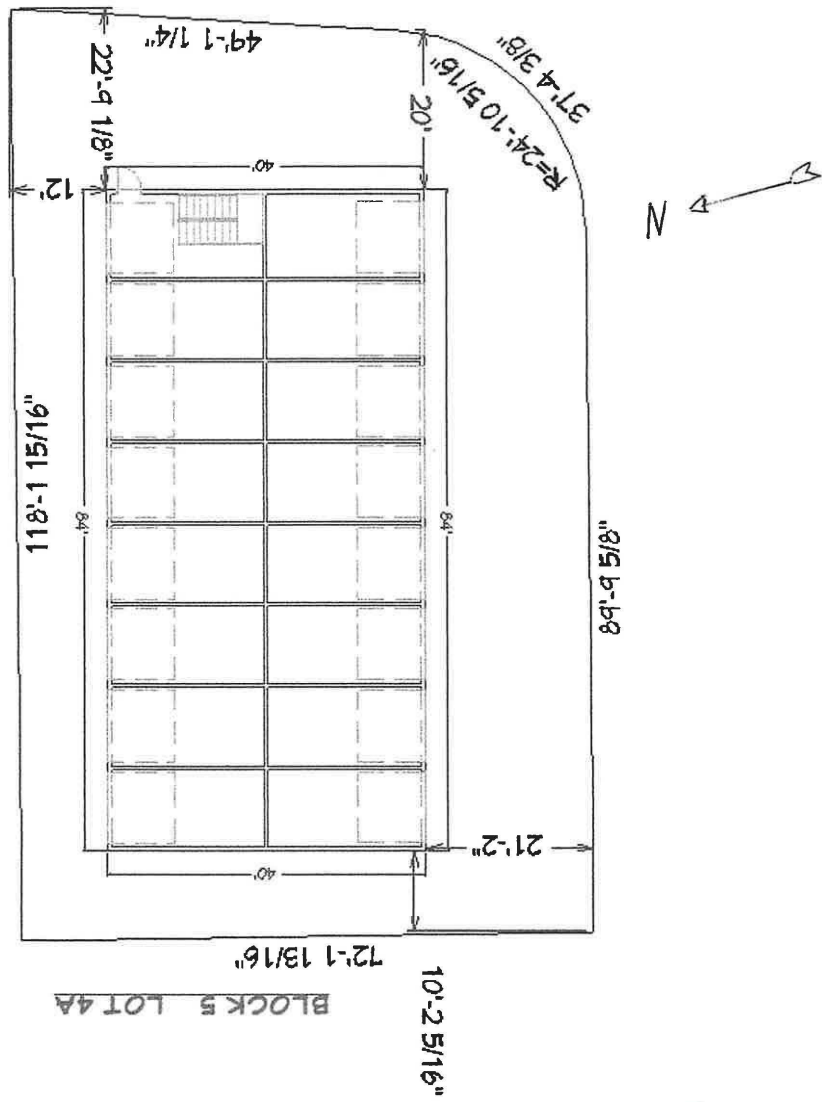
Linda and Paul Kelly
182 Jim Poor Avenue
PO Box 265
Cordova, AK 99574
lindakellyak@gmail.com
907-424-3109

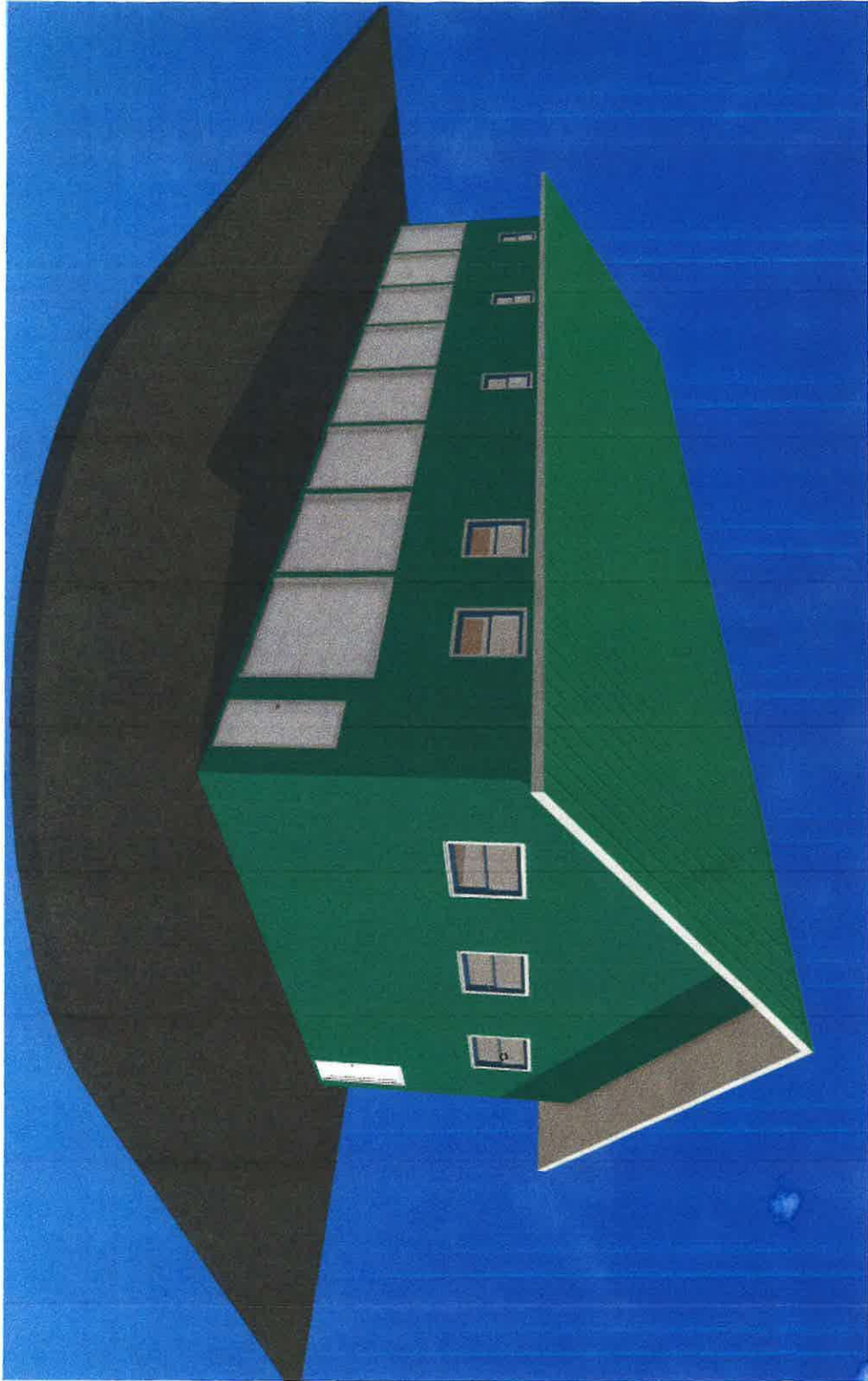
City of Cordova
Planning Department
P.O. Box 1210
Cordova, AK 99574

RE: Sealed Proposal for Lot 4A, Block 5, North Fill Development

Additional information:

1. Type of business-Dry, heated storage and small business operating space, with a second story of storage or an apartment or two if the city so desires.
2. Proposed square footage: approximately 3600 sq. ft. first floor and for second floor. Total 7200.
3. See provided sketch and picture of similar building to proposal.
4. Benefit to Community: Provides needed dry storage space and business operating space for fishing industry and all community members. Approximately \$5000/year in sales tax plus \$5000/year in property tax.
5. Value of improvements: \$750,000.00
6. Proposed timeline for development: Immediately







AGENDA ITEM # 15
City Council Regular Meeting Date: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood

DATE: 12/5/24

ITEM: Capital Improvement projects – update resolution

NEXT STEP: Vote on Resolution

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Staff suggests the following motion: I move to adopt Resolution 12-24-39, then motions to amend by changing the order and/or removing or adding projects to the list.

II. BACKGROUND: The CIP resolution is reviewed by city council every so often, usually before the legislative session in Juneau begins. I have worked with staff to provide some potential updates to the CIP list. Bolded and underlined are items recommended for addition to the list and strike through items are recommended to be deleted.

Port and Harbor

North Harbor Efficiency and Safety – Cost \$30 million

Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial commercial, walking corridor and parking

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 Equipment /Maintenance Building – Cost \$2 million

Shipyard Expansion – Cost \$5 million

~~Harbor Basin Expansion~~ **Listed under land development**

Public Works

Water Infrastructure – Cost \$3 million

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 pump stations and equipment.

Feasibility Study for water service and Fire Protection (hydrants) to Outlying Areas
Replacement and Relocation of Morpac Tank - \$5 Million

Upgrade Water Infrastructure - \$5 million

Water Equipment

Vac Truck \$500,00

Backhoe \$250,000

Sewer Infrastructure

Replacement/upgrade of Wastewater plant and Scada. \$20 million

Replacement/Upgrades of all Lift Stations. \$5 million

Replacement of Force main in Odiak Slough. \$8 million

Upgrade Pipe Infrastructure. \$10 million

Sewer Equipment

Dump Truck \$150,000

Backhoe \$250,000

Streets Infrastructure

Storm drain systems upgrades -Council and Third Street aka “Jailhouse door system” - \$10 million

Lake Avenue Hillside - \$10 million

Evaluation of existing storm drain systems - \$30,000

6th and 7th Drainage, sidewalks, and Street Surface Upgrades - \$3 million

Chase Avenue Upgrades including Sidewalks, Drainage, and New Surfacing - \$9 million

Replace/Upgrade pedestrian walkways (4th and Adams) (Council Street), and (2nd Street to Main) - \$300,000

Streets Equipment Storage Building - \$500,000

Streets Equipment

Wheeled Loader - \$350,000

Road Grader - \$400,000

Backhoe - \$250,000

Refuse Infrastructure

Landfill Bear fence - \$400,000

Electricity to Landfill - \$2 million

Equipment Storage Building - \$300,000

Refuse Equipment

Dumpster Truck - \$300,000

Residential truck - \$200,000

Skid Steer - \$100,000

Public Safety

E-911 Implementation

Acquire and integrate new hardware and software for E-911

Update Dispatch Console

Replace Failing RMS—

Replace Radio Structure on Ski Hill \$100,000

Mile 5 Substation Code and ADA Compliance Total replacement \$4 million, Improvements to existing \$100,000

Engineering and Preliminary Design of Public Safety Building Prep Site

Recreational Safety and Development

Parks and Recreation

Pool Infrastructure **Code and ADA Compliance Total replacement \$17 million,**

Improvements to existing \$5 million

Door and Siding Replacements and CMU Joint Repairs

Replace Pool Cover

Replace Pool Roof

Replace/upgrade HVAC and Ventilation system

Replace Electrical Distribution System

ADA Compliance and Parking Area re-grade

Bidarki Recreation Center

Renovate and add ADA access

Total replacement \$18 million

Improvements to existing \$3 million

Structural Repair

Code and ADA Compliance

Facility Improvements

Eyak Lake Skater's Cabin

Demolish and replace **Total replacement \$400,000.**

Parks

Playground Renovations

Replacement of Playground equipment at Noel Pallas Children's Memorial Playground \$70,000

Upgrade Restrooms/Buildings/Structures

Ballfield/Cordova Municipal Park Restroom/Concession Stand – Code and ADA Compliance

Total replacement \$950,000, Improvements to existing \$80,000

Fleming Spit Restroom Replacement Total Replacement \$200,000 Improvements to existing \$40,000

Odiak Pond Boardwalk and Gazebo – Code and ADA Compliance Total replacement \$450,000, Improvements to existing \$160,000

Odiak Camper Park Restrooms/Facility Improvements – Code and ADA Compliance. Total Replacement \$1.1 million Improvements to existing \$300,000

Parks Maintenance Shop Facility Improvements – Code Compliance Total Replacement \$1.5 Million, Improvements to existing \$200,000

Ski Hill Improvements

Land Development

Housing

Improve Existing Unimproved ROW's

Cold Storage

Harbor Basin Expansion

III. SUMMARY : The items that have estimated prices are from the 2023 condition assessment. All other estimated costs are ROM (rough order of magnitude) process. The water and sewer plans are close to completion and will provide better estimates.

This list is an important document for grant writing. Grant applications typically ask for proof of public involvement in and awareness of projects, and this resolution when added to the application helps to meet that requirement.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-39**

**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.

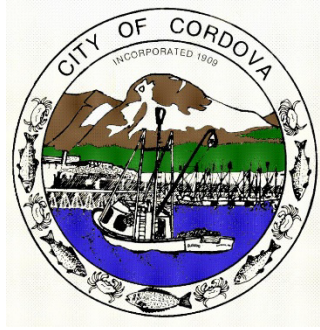
NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby designates and prioritizes the above listed projects as Capital Improvement projects.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024

David Allison, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEMS 16 & 17
City Council Meeting Date: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 12/11/24
ITEM: Resolutions 12-24-35 & 12-24-44 placing ballot props on 3/4/25 election
NEXT STEP: Majority voice vote

☐ ORDINANCE
☐ MOTION

☒ RESOLUTIONS
☐ INFORMATION

I. REQUEST OR ISSUE: Approval of Resolution 12-24-35 placing a proposition on March 4, 2025, regular election ballot to remove residency requirement for finance director position. Resolution 12-24-44 does the same for Tax assessor.

II. RECOMMENDED ACTION / NEXT STEP: Suggested motion, approval of Resolution 12-24-35. Suggested motion, approval of Resolution 12-24-44.

III. BACKGROUND INFORMATION: Council discussed this at the October 23, 2024, Regular Meeting and the direction to staff was to bring forward this resolution (12-24-35) for council action. During that discussion, it was determined that the tax assessor section of charter (3-6) also should be amended because that is a contractual position and has been for a long time, but charter was never changed accordingly. Section 3-6 also needed other clean-up as you see in the suggested proposition language.

IV. LEGAL ISSUES: The pertinent section of the City Charter, *Section 13-1 Amendment of charter: Proposals, approval – Form*, is attached here.

V. SUMMARY AND ALTERNATIVES: Majority voice vote to approve the resolutions, separately.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-35**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA PLACING A
BALLOT PROPOSITION BEFORE THE VOTERS AT THE REGULAR ELECTION ON
MARCH 4, 2025, AMENDING CHARTER SECTION 3-5 ENTITLED “DEPARTMENT OF
FINANCE: CITY TREASURER, DUTIES” TO REMOVE THE RESIDENCY
REQUIREMENT AS IN CHARTER SECTION 4-2 ENTITLED “QUALIFICATIONS OF
OFFICERS AND EMPLOYEES”, FOR CITY TREASURER**

WHEREAS, the City of Cordova has not been able to fill the Finance Director (also called City Treasurer) position in several years; and

WHEREAS, the City has contracted with audit firms and other specialized municipal government finance experts to fulfill some of the duties of Finance Director in the interim while without a full-time Finance Director; and

WHEREAS, in seeking a Finance Director it has become clear that many other similarly situated municipal governments in Alaska are also having difficulty filling their Finance Director position; and

WHEREAS, it is in the City’s best interest to allow the Finance Director to work remotely and reside outside Cordova when the City Manager determines that it is necessary or warranted; and

WHEREAS, technology and transportation have advanced substantially since the adoption of the relevant Code provisions in 1995, now allowing City officers, in some circumstances, to be present and engaged while residing outside Cordova.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City shall submit the following Proposition No. 1 amending City Charter Section 3-5 to the qualified City voters at the March 4, 2025, regular City election. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

Proposition No. 1

**Amendment of City Charter Section 3-5 Department of finance: City treasurer, duties. To
remove the residency requirement for City treasurer (Finance Director)**

Should Cordova City Charter Section 3-5 be amended to read as follows (deletions are ~~stricken through~~; new text is **bold and underlined**):

Section 3-5. - Department of finance: City treasurer, duties.

There shall be a city treasurer, who shall be an officer of the city appointed by the city manager for an indefinite term, and who shall be director, or head, of the department of finance. Except as the council provides otherwise by ordinance, the city treasurer shall collect and receive revenue and other money for the city; shall be responsible for its custody, safekeeping, deposit, investment, and disbursement, in accordance with this charter and the ordinances of the city; and shall maintain a general accounting

system for the city government. **Notwithstanding charter section 4-2(1), the city treasurer is not required to be a resident of the city.**

Section 4-2. - Qualifications of officers and employees.

Officers and employees of the city shall

- (1) reside in the city limits within six months from the date of hire or appointment; and
- (2) have the qualifications prescribed by this charter and such additional qualifications as the council may prescribe by ordinance; but the council shall not prescribe additional qualifications for the mayor or for council members.

Section 2. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

Proposition No. 1

Yes ☐

No ☐

Section 3. This Resolution shall become effective upon passage and approval. Proposition No. 1 shall become effective upon approval by the majority of qualified voters at a regular or special City election held not less than two months after passage of this resolution.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-24-44**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA PLACING A
BALLOT PROPOSITION BEFORE THE VOTERS AT THE REGULAR ELECTION ON
MARCH 4, 2025, AMENDING CHARTER SECTION 3-6 ENTITLED “SAME; TAX
ASSESSOR, DUTIES” TO CORRECT THE ERROR IN THE TITLE, TO REMOVE
REQUIREMENTS THAT PLACE THE TAX ASSESSOR IN A SPECIFIC CITY
DEPARTMENT AND TO REMOVE THE RESIDENCY REQUIREMENT AS IN CHARTER
SECTION 4-2 ENTITLED “QUALIFICATIONS OF OFFICERS AND EMPLOYEES”, FOR
TAX ASSESSOR**

WHEREAS, it is in the City’s best interest to preserve the City’s ability to retain an assessor separate from the City Clerk to serve as a municipal officer of the City and for the assessor to be assigned to the department that best serves the City’s needs as determined by the City Manager; and

WHEREAS, historically the City Clerk has contracted for assessor services with entities and individuals that serve multiple communities and live outside Cordova.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City shall submit the following Proposition No. 2 amending City Charter Section 3-6 to the qualified City voters at the March 4, 2025, regular City election. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

Proposition No. 2

Amendment of City Charter Section 3-6 “Same: Tax assessor, duties” to correct the error in the title, to eliminate the provision that specifies the department of the tax assessor, and to remove the residency requirement for the tax assessor.

Should Cordova City Charter Section 3-6 be amended to read as follows (deletions are ~~stricken through~~; new text is **bold and underlined**):

Section 3-6. - ~~Same: Tax assessor, duties.~~

~~Within the department of finance, there shall be a tax assessor, who shall be an officer of the city appointed by the city manager for an indefinite term, and who shall be qualified to serve as tax assessor. The tax assessor shall assess property for taxation in accordance with this charter and the ordinances of the city.~~ **Notwithstanding charter section 4-2(1), the tax assessor is not required to be a resident of the city.**

Section 4-2. - Qualifications of officers and employees.

Officers and employees of the city shall

- (1) reside in the city limits within six months from the date of hire or appointment; and
- (2) have the qualifications prescribed by this charter and such additional qualifications as the council may prescribe by ordinance; but the council shall not prescribe additional qualifications for the mayor or for council members.

Section 2. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

Proposition No. 2

Yes ☐

No ☐

Section 3. This Resolution shall become effective upon passage and approval. Proposition No. 2 shall become effective upon their approval by the majority of qualified voters at a regular or special City election held not less than two months after passage of this resolution.

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Section 13-1. Amendment of charter: Proposals, approval—Form.

Proposals to amend this charter may be made in either of the following ways:

- (1) the qualified voters of the city, by initiative petition, may initiate amendments to this charter in the same manner, as nearly as may be, as they may initiate ordinances; or
- (2) the council by resolution or ordinance may propose, and submit or provide for the submission of, charter amendments to the qualified voters of the city. A charter amendment initiated by petition of the qualified voters shall be submitted to the qualified voters at a regular or special election in the same manner as an initiated ordinance and subject to the same regulations, as nearly as may be. A charter amendment proposed by the council may be submitted to the qualified voters of the city at any regular or special election held not less than two months after passage of the said resolution or ordinance. Any amendment thus submitted to the qualified voters, shall become effective upon approval of a majority of the voters. If more than one amendment is proposed, all of them, except those which are so interrelated that they should be approved or rejected together, shall be submitted in such manner that the voters may vote on them separately. A proposition to amend this charter may be either in the form of a proposed amendment to a part or parts of the charter or of a proposed new charter. A copy or copies of every charter amendment approved by the qualified voters, shall be filed as may be required by law.

It is hereby recognized that the manner of adoption, amendment and repeal of home-rule charters may be regulated by law; and any binding provision of the state constitution or law regulating such manner shall prevail over any conflicting provision of this charter or of any ordinance.

(Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).



AGENDA ITEM 18

City Council Meeting Date: 12/18/24 CITY COUNCIL COMMUNICATION FORM

FROM: Mayor Allison
DATE: 12/18/24
ITEM: discuss a portion of Substitute Ordinance 1221
NEXT STEP: Council may give staff direction

☐ ORDINANCE
☒ DISCUSSION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Council discussion.

II. RECOMMENDED ACTION / NEXT STEP: after discussion if a majority of Council desires a change, they may direct staff.

III. BACKGROUND INFORMATION: City Council conducted many work sessions with the City Attorneys and staff in order to overhaul and clean-up Title 5 – Revenue and Finance. Substitute Ordinance 1221 was a part of that. Within Substitute Ordinance 1221, the Sales Tax chapter was repealed and reenacted to offer more clarity in the interpretation and administration of sales tax exemptions.

Mayor Allison is bringing forward this discussion agenda item because he has heard from 2 Council members that did not recall it being their intent to disallow use of the single item sales tax cap for fuel purchases.

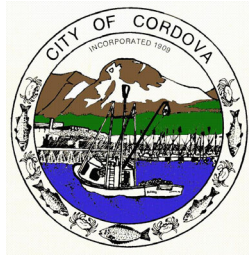
The pertinent definition in the ordinance that was adopted:

“Single item” means an item sold in a single sale consisting of integrated and interdependent component parts affixed or fitted to one another in such a manner as to produce a functional whole. Services shall only be considered part of the functional whole if the services are necessary to create the functional whole and the services are not sold by the seller as a separate service. When a single type of good is sold by volume, the lowest unit of measurement available for sale by the seller shall be used to determine the amount of the good that constitutes a single item unless otherwise provided in this definition or this chapter. For example, if the smallest volume of gravel available from a seller is a cubic yard of gravel, each cubic yard of gravel constitutes a single item. Each gallon of fuel constitutes a single item.

The related section of the code:

5.10.080 Maximum tax per transaction-the tax cap.

A. *Maximum Tax on a Single Item or Single Transaction of a Service.* Except as otherwise provided in this section, only the first \$5,000.00 of the sales price of a single item or single transaction for a service shall be subject to sales tax. This maximum tax per single transaction for a service may be referred to as “the single service tax cap” or when applied to an item, “the single item tax cap.”



AGENDA ITEM # 19
Regular Meeting Date: 12/18/24
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood
DATE: 12/5/24
ITEM: 2018 and 2020 Fisheries Disaster Money
NEXT STEP: Discussion – direction to City Manager

☐ ORDINANCE
☐ MOTION

☐ RESOLUTION
☒ DISCUSSION

I. REQUEST OR ISSUE: Direction to staff on use of the 2018 and 2020 Fisheries Disasters Funds

II. BACKGROUND: The city received \$772,628 for the 2018 and 2020 Copper River and PWS salmon fisheries disasters. When we received similar funds for the 2016 salmon fisheries disaster, specific criteria were attached to the use of the funds and projects were required to be fisheries related. It was an onerous process and the projects had to be submitted and approved before implementation. This time, the disaster relief funds to the city is more geared toward revenue replacement. The award letter (attached) states:

“Municipalities and boroughs depend on revenue from Prince William Sound salmon landings and other fishery-related activities. Local governments were negatively impacted by the fishery disasters, as fishery revenue makes up a significant portion of their operating budgets, supporting services like education, public works, ports, and harbors.”

The monies have been received and are currently earning interest in the AMLIP account, which pays a higher interest rate than the sweep account. There are existing funds in the AMLIP account and adding the disaster funds increases the earning capacity.

I would like to discuss determine a path forward for the use of the funds.

I’ve considered a few options that we can use to start the discussion:

- 1) Leave the disaster funds in the AMLIP account. These funds along with the \$1 million legislative money will reduce the loss of \$3.9 million that was taken from the general fund to \$2.1 million (approximately). This will help with cash flow and would lessen the amount that may be needed from the permanent fund to supplement cash flow in FY25.

- 2) These funds could be deposited in the permanent fund. This could lower the \$3 million owed and reduce the interest the harbor is being charged, as we wait for close-out from MARAD. When the final payments come in, an amount equal to the disaster revenue of \$772,628 could be left in the general fund.
- 3) A portion of the \$772,628 could be used for the harbor interest payment for the \$3 million permanent fund loan. This would help cash flow because essentially if the interest is paid when the \$3 million is returned to the permanent fund, we are reducing cash flow by paying the interest (approximately \$100,000 to \$120,000) from the harbor fund.
- 4) We could also use a portion of the funds for Capital projects such as 3-stage dock, city street equipment, or second street grant match.

Other ideas?



PACIFIC STATES MARINE FISHERIES COMMISSION

205 SE SPOKANE STREET, SUITE 100

PORTLAND, OREGON 97202-6487

PHONE (503) 595-3100 • FAX (503) 595-3232

WWW.PSMFC.ORG

WWW.RELIEF.PSMFC.ORG

November 13th, 2024

RE: 2018 and 2020 Copper River and Prince William Sound Salmon Disaster Relief

The Alaska Department of Fish and Game (ADF&G) allocated \$1,027,000 to communities as part of the 2018 and 2020 Copper River and Prince William Sound salmon disasters. The **City of Cordova** is eligible to receive a one-time payment of **\$772,628**.

Municipalities and boroughs depend on revenue from Prince William Sound salmon landings and other fishery-related activities. Local governments were negatively impacted by the fishery disasters, as fishery revenue makes up a significant portion of their operating budgets, supporting services like education, public works, ports, and harbors. The State's Fishery Business tax rate is 3% for shore-based landings, with revenue split 50/50 between the State and the municipalities or boroughs where the landings occurred. If landings happen within both a municipality and a borough, the tax revenue is divided equally between the two entities.

Eligibility Criteria:

1. Fish ticket data must show that Chinook and/or Sockeye Salmon from the Copper River drift gillnet fishery were landed in the municipality in 2018, or that Chinook, Sockeye, and/or Chum Salmon from Prince William Sound were landed in 2020.

"To promote the conservation, development and management of Pacific coast fishery resources through coordinated regional research, monitoring and utilization"

2. The estimated loss in gross revenue for salmon species landed in the municipality in 2018 and 2020 combined must be at least \$150,000 compared to the respective five-year averages (2013-2017 and 2015-2019).

Distribution of Funds:

Disaster funds will be distributed **pro rata** to eligible communities based on each community's proportion of the total loss of all eligible communities. If landings occurred in a community represented by both a municipality and borough, the funds will be split 50/50.

Please submit the following no later than Wednesday, February 12th, 2025.

Funds will be issued upon receipt of the information below.

Please write or call with questions.

Respectfully,

Brian Bissell, Project Manager

Fishery Disaster Programs

P: (503) 595-3464 | F: (503) 214-1170 | E: bbissell@psmfc.org

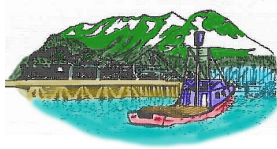
In order to provide your community with disaster relief, we must receive the following form you:

1. Attached ACH Form
2. Attached W-9 Form
3. Return a copy of this letter, completed below.

Point of Contact:

Phone:

Email:



City Council of the City of Cordova, Alaska

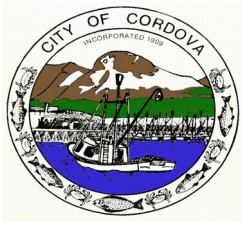
Pending Agenda

December 18, 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 (Title 4) to ensure Council has a role in CBA approval process		9/6/2023
	3) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23		9/6/2023
	4) City Code re: procurement, Manager spending limit trigger in a code provision		4/19/2023
	5) Discuss/create a policy for established timeframes for review of City ongoing contracts		9/6/2023
	6) Explore methods to capture tourism dollars by requiring arriving RVs to use paid facilities		9/6/2023
	7) Strategic planning work session (goal setting), to include Permanent Fund and other priorities		2/21/2024
	8) Bonding for City streets - explore for when asphalt plants will be in town during other projects		4/3/2024
	9) Charter change discussion, resolution to put on ballot - remote finance director on 11/20/24 agenda		9/18/2024
	10) Code change to land disposal maps when a status change (time-frame for disposal post status chg)		9/18/2024
	11) Ordinance from CM to address cashflow issue for the \$3.9 or \$2.9M that has been used from the GF		11/6/2024
	12) Enterprise funds accounting procedures		11/6/2024
	13) Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223		12/5/2024
B.	Resolutions, Ordinances, other items that have been referred to staff		date referred
	1) Disposal of PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known		1/19/2022
	2) Res 12-18-36 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, <u>Resolution 01-24-01</u> , 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:		
	1/15/2025	4/16/2025	7/16/2025
	10/15/2025		
	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.		
	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) Each year in June Council will approve by Resolution, the School's budget and City's contribution		
	8) Quarterly work sessions on City finances (compare budget to actuals) - April, July, Oct, Jan		
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.			



12/5/2024



City Council of the City of Cordova, Alaska
Pending Agenda
December 18, 2024 Regular Council Meeting

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

1) Cordova Fisheries Committee:

auth res 10-24-32 approved Oct 2, 2024

Council needs to determine exact makeup of the committee

Council needs to determine how to fill the seats

2) Cordova Trails Committee:

re-auth res 11-18-29 app 11/7/18

auth res 11-09-65 app 12/2/09

1-Elizabeth Senear

2-Toni Godes

3-Dave Zastrow

4-Ryan Schuetze

5-Stormy Haught

6-Michelle Hahn

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

1) Prince William Sound Regional Citizens Advisory Council

David Janka

appointed March 2024

2 year term until May 2026

2) Prince William Sound Aquaculture Corporation Board of Directors

Tommy Sheridan

appointed June 2024

3 year term until Oct 2027

3) Alaska Mariculture Alliance

Sean Den Adel

appointed March 2024

no specific term

**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

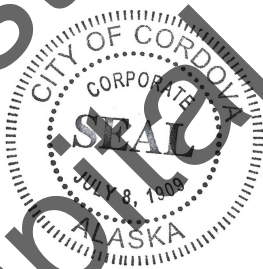
- Housing
- Cold Storage
- Harbor Basin Expansion

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 17th DAY OF JANUARY 2024









David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

December 2024

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
			6:30 Council PH 7:00 Council reg mtg CCAB		 Cordova Holiday Bazaar Dec 6-7 @ Mt. Eccles	
8	9	10	11	12	13	14
			ALASKA BOARD OF FISHERIES	Cordova, AK Dec 10-16	ALASKA BOARD OF FISHERIES	
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL		6:00 CEC Board Mtg PWSSC	
15	16	17	18	19	20	21
	Mar 4, 2025 Election: declaration of candidacy period opens 12/17/24	5:30 CTC Board Meeting CCER	6:45 Council PH 7:00 Council reg mtg CCAB	12:00 Hosp Svc Bd HCR		
22	23	24	25	26	27	28
		 Christmas Holiday City Offices closed 12/25		CSD Winter Vacation Dec 23 - Jan 3		
		6:00 P&R CCM	6:00 CEC Board Mtg CCER			
29	30	31	1	2		4
	Happy Kwanzaa Dec 26-Jan 1 				 Happy Hanukkah Dec 25- Jan 2	
5	6	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

January 2025

CALENDAR MONTH	JANUARY
CALENDAR YEAR	2025
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29  Mar 4, 2025 Election: declaration of candidacy period opens 12/17/24 and closes 2/3/25	30	31	1 New Year's Day Holiday City Offices closed 7:00 Council reg mtg CCAB	2	3	4
5	6	7	8 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	9	10	11
12	13	14 6:30 P&Z CCAB	15 7:00 Council reg mtg CCAB	16	17  41st Annual Tip Off Tourney 1/16-18/25 	18
19	20  MLK Jr. Holiday City Offices closed	21 5:30 CTC Board Meeting CCER	22 6:00 CEC Board Mtg CCER	23 12:00 Hosp Svc Bd HCR	24	25
26	27	28 6:00 P&R CCM	29	30	31	1
2	3	Notes				

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
Mayor:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman	March 7, 2023	March-26
3 years	CouncilSeatB@cityofcordova.net	March 3, 2020	
Seat C:	Kasey Kinsman, Vice Mayor	March 7, 2023	March-26
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Wendy Ranney	March 5, 2024	March-27
3 years	CouncilSeatD@cityofcordova.net	July 5, 2023	elected by cncl
Seat E:	David Zastrow	March 5, 2024	March-27
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	Kristin Smith	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	Ken Jones	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

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

seat up for re-election in Mar '25	vacant
board/commission chair/vice	
seat up for re-appt in Nov '25	

(updated 12-18-24)

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	Diane Ujioka CCMCBoardSeatC@cdvcmc.com	March 5, 2024 December 19, 2023	March-27
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Shelly Kocan CCMCBoardSeatB@cdvcmc.com	July 25, 2024	March-25
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 5, 2024 March 2, 2021	March-27
3 years	Kelsey Appleton Hayden, Chair CCMCBoardSeatE@cdvcmc.com	March 7, 2023 March 3, 2020	March-26

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years	Debra Adams	Dec '21, Dec '24	November-27
3 years	Sherman Powell	June '18, Feb '20, Jan '23	November-25
3 years	Mark Donachy	Dec '23	November-26
3 years	Krysta Williams	Feb '18, Dec '20, Dec '23	November-26

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kris Ranney	Dec '22	November-25
3 years	Mark Hall, Vice Chair	Nov '19, Dec '22	November-25
3 years	Sarah Trumblee	Dec '20, Dec '23	November-26
3 years	Tania Harrison, Chair	Mar '22, Dec '24	November-27
3 years	Gail Foode	Dec '23	November-26
3 years	Chris Bolin	Sep '17, Nov '18 Dec '21, Dec '24	November-27
3 years	Sean Den Adel	Dec '23	November-26

seat up for re-election in Mar '25

vacant

board/commission chair

seat up for re-appt in Nov '25

(updated 12-18-24)

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	Ryan Schuetze	Dec '23	November-26
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Garrett Collins	Dec '23	November-26
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	<i>vacant</i>		November-27
3 years	Hein Kruithof	Dec '23	November-26
3 years	<i>vacant</i>		November-27

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kelsey Hayden	Dec '24	November-27
3 years	Henk Kruithof	Nov '19, Dec '22	November-25
3 years	Aaron Hansen, Chair	Dec '21, Dec '24	November-27
3 years	Kara Rodrigues	Dec '23	November-26
3 years	<i>vacant</i>		November-25
3 years	Jason Ellingson	Mar '23	November-25
3 years	Erin Cole	May '24	November-26

Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	Kris Ranney, PC member	Mar '23	appt'd by PC	November-25
3 years	Heather Hall, professional member	Aug '16, Feb '20, Mar '23		November-25
3 years	Sylvia Lange, NVE member	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	Christy Mog, professional member	Dec '23		November-26
3 years	<i>vacant</i> , historical society member			November-27
3 years	<i>vacant</i> , professional member			November-27
3 years	Jim Casement, public member	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 '25	

(updated 12-18-24)