

**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  
March 19, 2025 @ 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)**
  - a. Planning Commission Resolution 25-01 & Harbor Commission 01-25-01..... **(page 1)**  
supporting shipyard expansion
  - b. Cordova Fisheries Committee report/recommendations from meeting of 03-13-25..... **(page 8)**
4. Student Council Report - none

**G. Approval of Consent Calendar..... (roll call vote)**

**H. Approval of Minutes – in consent calendar**

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

**J. Reports of Officers**

5. Mayor's Report
6. City Manager's Report
7. City Clerk's Report

**K. Correspondence..... (see primer for description page 11)**

8. 02-26-25 Email from Kopchaks regarding Harbor entrance lot..... **(page 12)**
9. 02-26-25 Letter from CDFU regarding Breakwater Fill Lot..... **(page 13)**
10. 02-27-25 Email from K. Morse regarding Eyak Lake Weir federal funding..... **(page 14)**
11. 02-28-25 Email from D. Widmann regarding waterfront fill property..... **(page 15)**
12. 03-04-25 Alaska Sea Grant Site Review Public Notice..... **(page 16)**
13. 03-04-25 Letter from C. Butherus of Friends of Valdez Animal Shelter thanking Council..... **(page 17)**  
for supporting spay/neuter/wellness clinic
15. 03-11-25 Mayor & Council letter to Federal & State delegation supporting EAS..... **(page 18)**

## L. Ordinances and Resolutions

16. Resolution 03-25-04..... (voice vote)(page 20)  
A resolution of the Council of the City of Cordova, Alaska certifying the results of the March 4, 2025, City of Cordova General Election (final results will be provided at meeting)
17. Resolution 03-25-05..... (voice vote)(page 26)  
A resolution of the Council of the City of Cordova, Alaska authorizing the conveyance of Lot 17, Block 10, Original Townsite to John Stack and Barbara Solomon

## M. Unfinished Business

### N. New & Miscellaneous Business

18. Council action on disposal and method of disposal for Lot 9B..... (voice vote)(page 54)  
ASLS 73-35 (Plat 74-291)
19. Council action on disposal and method of disposal for Lots 18 & 19..... (voice vote)(page 60)  
Block 23, Original Townsite
20. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 67)

## O. Audience Participation

## P. Council Comments

### Q. Executive Session

21. Legal advice concerning letter received from Shoreside Petroleum regarding payment under protest of additional wharfage as adopted in 2025 City budget and fee schedule a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government  
(confidential materials under separate cover)
22. Council Annual Evaluation of City Manager Samantha Greenwood, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Greenwood has NOT requested a public session
23. Council Annual Evaluation of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public session

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

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



**AGENDA ITEM # 3a**  
**City Council Regular Meeting Date: 03/19/25**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Amanda Hadley Coward / City Planner

**DATE:** Wednesday March 19, 2025

**ITEM:** Commission Support of Shipyard Expansion

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☒ INFORMATION                      ☐ RESOLUTION  
☐ MOTION                                ☐ ORDINANCE

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**I. REQUEST OR ISSUE:** Planning Commission and Harbor Commission asked that resolutions that were passed by their respective commissions be transmitted to City Council to show there is continued support for the City to explore ways to expand the shipyard.

Resolution 1-25-01 was passed by the Harbor Commission on Wednesday January 08, 2025, in support of the shipyard expansion.

Resolution 25-01 was passed by the Planning Commission on Tuesday February 27, 2025, in support of the shipyard expansion.

**Attachments:** Area Map  
Google Earth Area View  
Land Disposal Map  
Harbor Commission Resolution 1-25-01  
Planning Commission Resolution 25-01

**II. RECOMMENDED ACTION / NEXT STEP:** Planning Commission and Harbor Commission request that the City Council review their resolutions and that they take them into consideration during strategic planning and infrastructure discussions and decision making.

**III. FISCAL IMPACTS:** Unknown at this time, further investigation into the scope of the project would be needed to ensure that factors impacting the cost were known.

**IV. BACKGROUND INFORMATION:** Commissioner Ranney had requested that a discussion item be placed on the agenda to discuss future expansion of the shipyard. This was initially brought to the Planning Commission at their 10/8/2024 meeting. At that meeting it was discussed that there is general support by the

Commission, but that before they had further discussions the Harbor Commission should weigh in.

The Harbor Commission at their 01/8/2025 Regular Meeting discussed the future expansion of the shipyard and is in support of this project. They see the need for the shipyard expansion being necessary to increase the number of boats that stay in Cordova during the winter months. Currently many boats leave in the winter to either be dry docked elsewhere or to have work done that cannot be done in Cordova due to the lack of proper shipyard facilities. The Harbor Commission passed a resolution of support which is attached to this memo.

The Planning Commission at their 02/27/2025 Special Meeting discussed the future expansion of the shipyard and approved a resolution supporting the expansion of the shipyard for the following reasons:

The project would support the fishing industry and their need for vessel manufacturing and repair facilities.

The shipyard would encourage an increase in wintertime business industries.

Construction of a tideland fill area with an enclosed shipyard building would have environmental impacts, but the environmental benefits outweigh the costs as this would take construction debris, oil, and other possible hazards from vessel maintenance away from contaminating the water in the harbor.

The project would be able to be supported by fill material being sourced from City owned property located across the street from the site. This would also open and encourage development of the land where the fill material is sourced from.

Additionally, this will encourage our fishing fleet to over winter in Cordova as they will not need to locate elsewhere for wintertime vessel repairs.

By expanding the current shipyard area and building an indoor location we will encourage growth in the commercial fishing industry. This benefits Cordova as the fees paid for use of the haul out, dry dock, indoor facilities, and taxes would be an increase in City revenue. In turn by creating these facilities we would be encouraging new businesses to grow that would bring in business license revenue and transactions to occur that would add additional tax revenue.

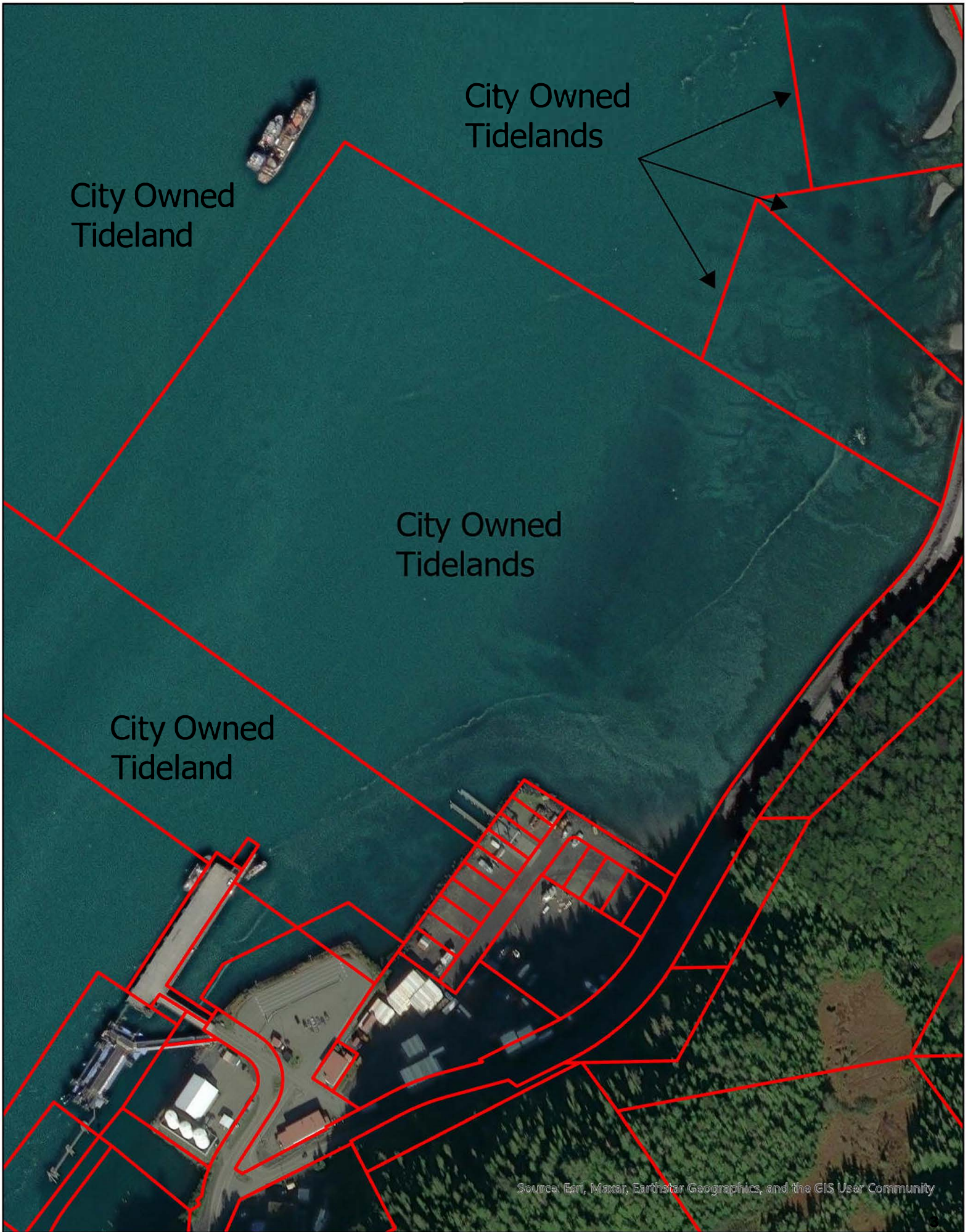
The project will decrease the harbor's environmental impact through allowing upgrades and maintenance of vessels to occur on the land and not within the harbor where debris can be lost into the water.

The project will increase harbor user safety and decrease City liability by using off water facilities when making repairs. Ensuring that the proper equipment is provided in the shipyard and installation of security cameras.

The project will increase transportation opportunities as this could lead to a potential deepwater port.

**V. SUMMARY AND ALTERNATIVES:** Planning Commission and Harbor Commission have had multiple discussions regarding the future expansion of the shipyard. Both commissions have passed a resolution showing the support of this idea. The commissions have requested that the City Council review their resolutions and that they take them into consideration during strategic planning and infrastructure discussions and decision making.



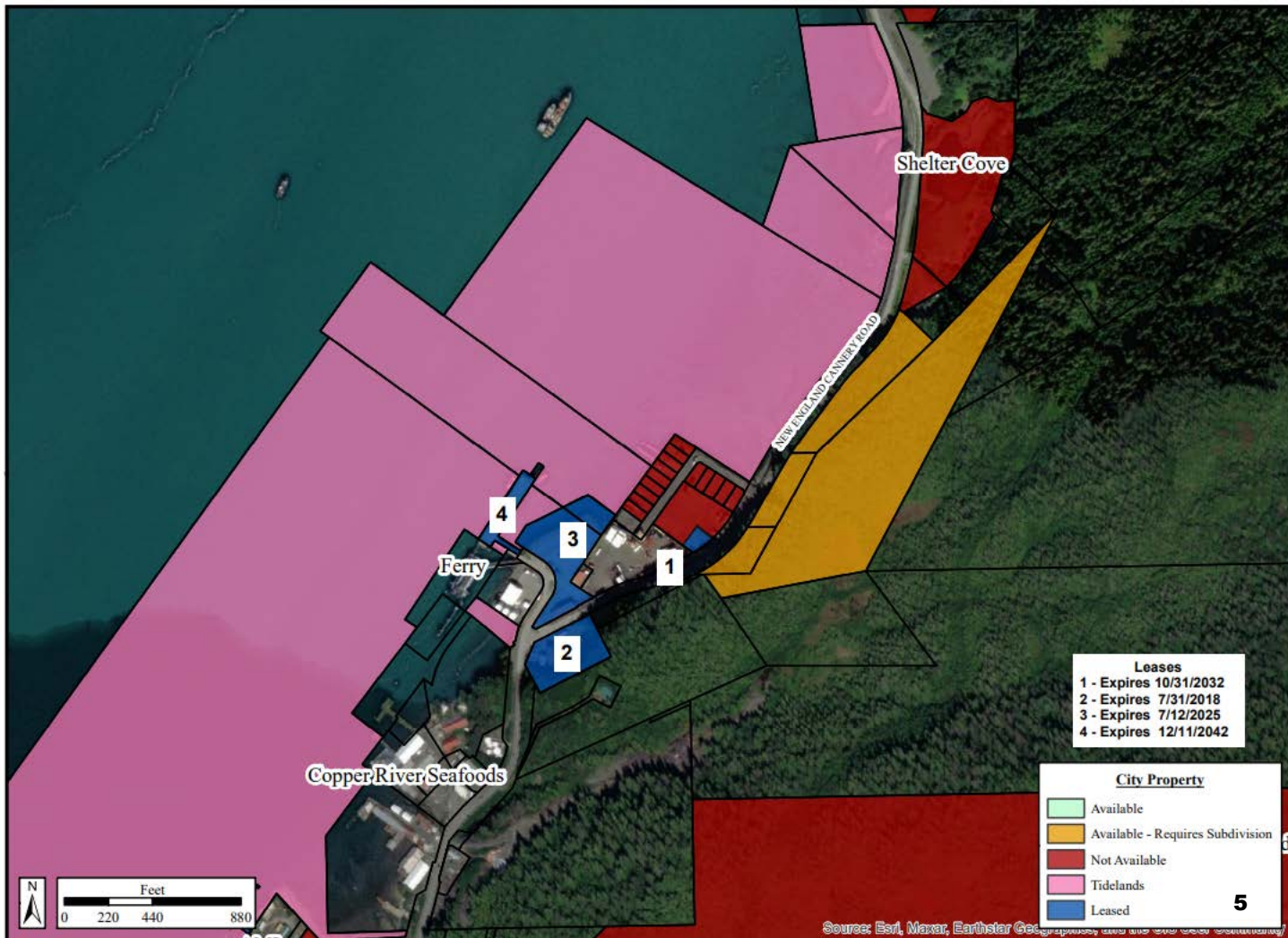




Cordova Ferry Terminal



# Ocean Dock Subdivision



**CITY OF CORDOVA, ALASKA  
HARBOR COMMISSION  
RESOLUTION 1-25-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA SUPPORTING THE  
EXPANSION OF THE SHIPYARD.**

**WHEREAS**, the project would support the fishing industry and their need for vessel manufacturing and repair facilities; and

**WHEREAS**, the shipyard would encourage an increase in wintertime business industries; and

**WHEREAS**, construction of a tideland fill area with an enclosed shipyard building would have environmental impacts but the environmental benefits outweigh the costs as this would take construction debris, oil, and other possible hazards from vessel maintenance away from contaminating the water in the harbor; and

**WHEREAS**, the project would be able to be supported by fill material being sources from City owned property located across the street from the site. This would also open and encourage development of the land where the fill material is sources from; and

**WHEREAS**, additionally this will encourage our fishing fleet to over winter in Cordova as they will not need to locate elsewhere for wintertime vessel repairs; and

**WHEREAS**, by expanding the current shipyard area and building an indoor location we will encourage growth in the commercial fishing industry. This benefits Cordova as the fees paid for use of the haul out, dry dock, indoor facilities, and taxes would be an increase in City revenue. In turn by creating these facilities we would be encouraging new businesses to grow that would bring in business license revenue and transactions to occur that would add additional tax revenue; and

**WHEREAS**, the project will decrease the harbor's environmental impact through allowing upgrades and maintenance of vessels to occur on the land and not within the harbor where debris can be lost into the water; and

**WHEREAS**, the project will increase harbor user safety and decrease City liability by using off water facilities when making repairs. Ensuring that the proper equipment is provided in the shipyard and installation of security cameras; and

**WHEREAS**, the project will increase transportation opportunities as this could lead to a potential deepwater port; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Harbor Commission of the City of Cordova, Alaska, supports the Expansion of the Shipyard.

**PASSED AND APPROVED THIS 8<sup>th</sup> DAY OF JANUARY, 2025**

  
\_\_\_\_\_  
Andy Craig, Chair

ATTEST:

  
\_\_\_\_\_  
Tony Schinella, Harbor Master



**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 25-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA SUPPORTING THE EXPANSION OF THE SHIPYARD.**

**WHEREAS**, the project was publicly vetted through Harbor Commission and voted to pass a resolution in support of the concept; and

**WHEREAS**, the project would support the fishing industry and their need for vessel manufacturing and repair facilities; and

**WHEREAS**, the shipyard would encourage an increase in wintertime business industries; and

**WHEREAS**, construction of a tideland fill area with an enclosed shipyard building would have environmental impacts but the environmental benefits outweigh the costs as this would take construction debris, oil, and other possible hazards from vessel maintenance away from contaminating the water in the harbor; and

**WHEREAS**, the project would be able to be supported by fill material being sourced from City owned property located across the street from the site. This would also open and encourage development of the land where the fill material is sources from; and

**WHEREAS**, additionally this will encourage our fishing fleet to over winter in Cordova as they will not need to locate elsewhere for wintertime vessel repairs; and

**WHEREAS**, by expanding the current shipyard area and building an indoor warehouse space, we will encourage growth in the commercial fishing industry. This benefits Cordova as the fees paid for use of the haul out, dry dock, and indoor facilities, and taxes would be an increase in City revenue. In turn by creating these facilities we would be encouraging new businesses to grow that would bring in business revenue and transactions to occur that would add additional tax revenue; and

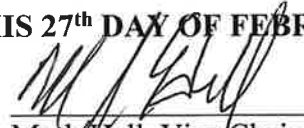
**WHEREAS**, the project will decrease the harbor's environmental impact through allowing upgrades and maintenance of vessels to occur on the land and not within the harbor where debris can be lost into the water; and

**WHEREAS**, the project will increase harbor user safety and decrease City liability by using off water facilities when making repairs. Ensuring that the proper equipment is provided in the shipyard and installation of security cameras; and

**WHEREAS**, the project will increase transportation opportunities as this could lead to a potential deepwater port.

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of Cordova, Alaska, supports the Expansion of the Shipyard.

**PASSED AND APPROVED THIS 27<sup>th</sup> DAY OF FEBRUARY 2025**

  
\_\_\_\_\_  
Mark Hall, Vice Chair

ATTEST:   
\_\_\_\_\_  
Amanda Hadley Coward, City Planner

Thank you for the opportunity to serve on the Cordova Fisheries Committee! My personal goal was to help create a group of people that are a conduit of information between the council and the commercial fishing industry. We have a great group assembled and covered a lot of ground in our first meeting yesterday. Here is a recap of recent fisheries events, and thoughts going forward.

- **Dec 2024 Board of Fish Recap**

- The 2024 PWS meeting would not have had any celebratory outcomes without the hard work by CDFU member-fishermen, the PWS CR Advisory Committee, and the industry. The big hit of the meeting was the move of the first commercial gillnet opener to May 21st. From direct and personal discussions with BOF members early in the week, it was clear that BOF members were set on creating chinook protections, and would not budge from voting in favor of passing restrictive proposals, due to missing king escapement goals in two and possibly three of the last five years. Initial considerations by the BOF were to pass proposal 51 either as written or with a BOF driven amendment to close early season commercial openers until June 1 - despite overwhelming opposition. CDFU fishermen relentlessly worked with BOF members to negotiate a season start after May 21 along with severe paired restrictions on the personal use dipnet fishery.

Some of the WINS you may not have heard about were...

- The BOF passed proposals that support our harvestable herring populations and regulatory language to more effectively manage a fishery, including adding Kayak Island as a district into the plan. Permit holders can now harvest herring for their own use as bait.
- Sport fishing within 200 feet of the barrier seine in Main Bay.
- An extended season for sablefish
- No personal use sablefish fishery
- The removal of closed waters to pot gear
- Boats being able to use hooks and pots at the same time
- Repealing the closed waters for PWS Tanner crab fisheries
- Repealing the ineffective Tanner crab harvest management strategy in place that would never have resulted in fishing opportunity, and a commitment from the Department to open test fisheries
- Reopening the Dungeness crab subsistence fishery in 2025. If abundance is evident, this gives the potential for a commercial fishery in 2026.
- A directed octopus fishery
- The Anti-hatchery proposal that asked for a 25% reduction in production failed. We expect this to come up again at the Statewide meeting in March 2026.

- **March Board of Fish Statewide Shellfish and PWS Shrimp**
  - The March Shellfish/PWS Shrimp meeting is happening right now. I don't have a full report on that yet, but can by May. CDFU has staff and board members present, and so far the word is things are going well. Our website has information on proposals. This year, the department announced there is no commercial shrimp fishery in PWS
  - The next upcoming BOF Meeting is the Statewide meeting March 2026. Proposals will be due end of April.
- **International Pacific Halibut Commission Meeting recap**
  - CDFU board member Marc Carrel attended the IPHC in early January in Canada. The commission agreed to an overall cut of 15.8% of the coast wide harvest. 3A will take a 20.1% cut, which will translate to approximately a 22% cut in the 3A commercial quotas. The season will open later this year, 6:00 on March 20th and close at 23:59 on December 7th, 2025, due to concerns by NMFS about being able to process all the necessary regulations in time with a new administration.
- **FISHES Act**
  - Murkowski, Sullivan and Peltola last year spearheaded the FISHES act, that requires federal fishery disasters to pay out sooner. It was signed early this year, and it requires that the disaster monies be distributed to the grantees no more than 90 days after the U.S. Secretary of Commerce receives a complete spend plan from the state.
- **Federal Disaster Funding**
  - Applications for processors, permit holders, and municipalities has passed. The deadline for crew to submit an application for the 2018/2020 disaster funds is Friday March 28th. Pay out dates for crew, permit holders, and processors is unknown at this point, but has historically been within a couple months of application deadline.
  - Governor Dunleavy has submitted a disaster declaration request for 2024 Prince William Sound pink and chum salmon fisheries. With the new fishes act, we expect this to pay out much sooner than the 7 years it's taken for the 2018 funds.
- **Legislative update**
  - [HB 111: Finfish Farms and Products by Gov. Dunleavy](#) - This bill aims to establish guidelines for the operation of finfish farms and the management of finfish farm products within the state. While the bill would not allow salmon farming, it does seek to expand fin fish farming practices long banned in Alaska. This bill has not gotten enough support to pass, and while we are monitoring it, it's dead in the water.
  - [HB 33: Conflict of Interest Policy on Board of Fisheries and Board of Game](#) - This bill has circulated through the Legislature a number of times. It's looking to allow Board members who have a conflict of interest on a particular issue to still be able to participate in table discussions.
  - [HB 116 - A bill allowing marine vessel insurance co-ops/pools](#) - There are limited Marine Insurance providers, and while there are currently pools for



Southeast and Bristol Bay, the insurance providers are all in Washington. State law does not allow for co-op marine vessel insurance pools, and HB 116 aims to fix that.

- [HB 125 - Board of Fisheries Membership](#) - Aims to change the make-up of the Board of Fisheries to for diverse representation and expertise.
- [HB 18: VEHICLES/BOATS: TRANSFER ON DEATH TITLE](#)  
This bill provides a mechanism for transferring the ownership of vehicles and boats directly to a designated beneficiary upon the owner's death, without needing probate.
- [HB 31 VESSELS: REGISTRATION/DERELICT FUND](#)  
This bill deals with the registration of vessels and establishes or supports a fund for dealing with derelict vessels to address abandoned or neglected boats.
- **Alaska Seafood Joint Task Force**
  - There are many problems plaguing the seafood industry, and last spring a task force was created to give the legislature recommendations for fixes. [The full report is worth a read.](#) Some recommendations already have bills drafted. One of particular importance: Municipalities like ours rely heavily on fish taxes. There is a bill being drawn up to give all Fisheries Business Taxes and Fishery Resource Landing Taxes to the communities directly, instead of a split between the state and communities.
- **Upcoming**
  - The next upcoming BOF Meeting is the Statewide meeting March 2026. Proposals will be due end of April.
  - The Salmon Harvest Task Force Meeting will take place on May 6th at 1pm at the Cordova Center. CDFU has a number of meetings scheduled to develop recommendations for the season. VFDA, PWSAC, and ADFG will all give presentations on last season and preseason information.
  - We are planning to have a Fisheries Committee meeting on May 8th.

The Fisheries Committee has the following recommendations for council, and is happy to provide language and supporting letters -

- *Write a letter supporting HB 116 - Marine Vessel Insurance Pools and Co-ops*
- *Write a letter supporting HB 33: Conflict of Interest Policy on Board of Fisheries and Board of Game*
- *We support putting the Breakwater Fill Lot out for RFP*
- *We support putting the Shipyard Expansion Project up for discussion and RFP*

Thank you,  
The Cordova Fisheries Committee Chair - Kelsey Hayden

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

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

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

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

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

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

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

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

### **Suggestions concerning correspondence:**

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

**From:** [Barclay Kopchak](#)  
**To:** [Susan Bourgeois](#)  
**Subject:** In Support of Harbor Entrance as Cordova Park  
**Date:** Wednesday, February 26, 2025 12:19:03 PM

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Dear City Councilmembers,

We appreciate your vote to prevent the sale of the harbor entrance lot to a private concern. You clearly recognize the site as one that should be preserved for the public, a green space for the community to savor and celebrate Cordova's fishing fleet. It is a priceless lot.

The site could be used for family picnics, Cordova festival activities, and as a rental site for weddings and graduation events. With the addition of covered picnic tables the possibilities for community use would only expand. Several local non-profits have already expressed interest in helping to make a covered picnic shelter happen on that spot. (Cordova Covered Spaces, The Pioneers, and the The Cordova Historical Society to name a few)

If that lot is sold into the private sector for a low price, it might be flipped and sold for a profit to a less desirable entity.

Thank you for your vote declining to relinquish this site to the private sector. We appreciate your long term vision and your service to Cordova.

Sincerely,

Barclay & RJ Kopchak





CORDOVA DISTRICT  
**FISHERMEN**  
— UNITED —

## Board of Directors

**Ezekiel Brown**

President

*F/V Lucid Dream*

**Dennis Zadra**

Vice-President

*F/V Raging Bull*

**Michael Hand**

Vice-President

*F/V Sea View*

**Hayley Hoover**

Treasurer

*F/V Nellie Juan*

**Mike Meints**

*F/V Morning Star*

**Ron Blake**

*F/V Ace*

**Marc Carrel**

*F/V Silver Moon*

**Darin Gilman**

*F/V Redline*

**Forest Jenkins**

*Eshamy Setnet*

**Makena O'Toole**

*F/V Freyja Dawn*

**Phyllis Shirron**

*F/V Cape Fear*

**Steven Swartzbart**

*F/V Alpine*

February 26th, 2025

Mayor Allison and the Cordova City Council,

In concurrence with the unanimous support of the Planning Commission and the Harbor Commission, CDFU strongly encourages the City Council to solicit RFP's on Lot 1, Block 7A Tidewater Development Park, also known as the Breakwater Fill Lot.

CDFU believes that soliciting proposals for this strategically located lot will encourage innovative development that can bolster the strength of our working waterfront for maximum public benefit and economic growth. The recent letters of interest are indicative of that development potential.

Beyond just the financial benefit of the sale of the land, the City stands to gain substantial property tax, fish taxes from increased processing capacity, and sales tax from the additional transient workers. Further, the cost of upkeep and demolition of the old PWSSC building can be handed over to the awarded proposer.

Development of the lot can be done in such a way that it does not preclude future PIDP grant applications or a floating fuel dock from coming to fruition.

The City Council should strongly consider the thoughtful recommendations of both the Planning Commission and Harbor Commission regarding this lot, and initiate an RFP process.

Sincerely,

Ezekiel Brown

CDFU Board President

**From:** Kate Morse <[kate@copperriver.org](mailto:kate@copperriver.org)>  
**Sent:** Thursday, February 27, 2025 10:00 AM  
**To:** David Allison <[mayor@cityofcordova.net](mailto:mayor@cityofcordova.net)>  
**Subject:** Urgent!! Your help is needed!

Dear Mayor

In the wake of the current situation with federal funding, I had to reach out. This is just one of several concerns I have, and I will share the others soon.

Eyak Lake weir is on the verge of complete failure.

This means that most of the lake will drain, exposing spawning beds, reducing habitats for the fish that live in the lake, and eliminating Cordova's emergency drinking water source.

The good news is that you can help!

[Will you please send in a special gift to replace Eyak Lake weir?](#)

Here's what's going on. Due to the current situation with federal funding, the weir construction will not happen. That means that the weir will continue to fail, the lake will drain, and salmon spawning beds will no longer be underwater, collapsing the multi-million-dollar fisheries.

And to make matters worse, Cordova will lose a drinking water source that will impact summer seafood processing.

I don't want that to happen, and neither do you.

I haven't had time to update the donation page [this link](#) will send you to. But your gift will allow this critical project to be completed and support all the work the Copper River Watershed Project is doing.

So please, send in a gift as quickly as you can! You'll be so glad you did, and so will the current and future salmon of Eyak Lake.

Sincerely,



Kate Morse  
Executive Director



## Susan Bourgeois

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**From:** Kevin Johnson  
**Sent:** Friday, February 28, 2025 10:05 AM  
**To:** Susan Bourgeois; Sam Greenwood  
**Subject:** FW: For city council

Kevin Johnson  
Public Works Director  
City of Cordova  
907-424-6220

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**From:** Dorothy Widmann <dottybw1@comcast.net>  
**Sent:** Friday, February 28, 2025 7:55 AM  
**To:** Kevin Johnson <publicworks@cityofcordova.net>  
**Subject:** For city council

To City Council:

In regards to the waterfront fill property at harbor entrance, I had originally been denied the opportunity to develop this lot when the Planning Commission voted to make the lot unavailable when I initially proposed purchasing the lot in 2018.

AT this time, however,, I would like to voice my support for future discussion to create in this space a community park including a covered space as part of the Cordova Covered Spaces Project, with allowances for a food truck and full public access.

Thanks and kind regards,  
Dotty Widmann  
The Net Loft

Dotty Widmann

The Net Loft

Traditional Handcrafts

140 Adams Avenue

PO Box 880

Cordova, Alaska 99574

907 424-7337

the little shop in a great big wild

[www.thenetloftak.com](http://www.thenetloftak.com)

"Follow the fish, Follow the knitting."





© Elusive Kings. Artwork by Dawn Gerety. [artseriously.com](http://artseriously.com)  
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## Alaska Sea Grant Site Review Public Notice

### *Public comments sought for Alaska Sea Grant Review*

Alaska Sea Grant will be reviewed on April 8–10, 2025 by a team convened by the [National Sea Grant College Program](#). The review will be conducted at the University of Alaska Fairbanks Troth Yeddha' Campus and will consider all aspects of Alaska Sea Grant's program including management and organization, performance, engagement, and collaborative activities, including those with various offices of the National Oceanic and Atmospheric Administration.

This notice invites you to participate in our review by emailing your comments about Alaska Sea Grant to [oar.sg-feedback@noaa.gov](mailto:oar.sg-feedback@noaa.gov).

Kindly send your comments at your earliest convenience—the comment period will end on March 31, 2025. Please put ***"Alaska Sea Grant site review"*** in the email subject line.

Thank you for assisting us by letting the review team hear from you.

DEADLINE TO  
COMMENT

MARCH

31

2025

LEARN MORE

March 4, 2025

Cordova City Council  
PO BOX 1210  
Cordova, AK 99574

I would like to extend a heartfelt THANK YOU for supporting the upcoming ARVO Spay/Neuter Clinic. Your matching funds will assist ARVO immensely in their endeavors. The support that ARVO is receiving from the Cordova City Council and Friends of the Valdez Animal Shelter will allow ARVO to bring 3 vets to maximize the efforts not only with Spay/Neuters but shots, wellness issues and euthanasia if needed.

The response and support from Cordova at large has been very inspiring and very much appreciated.

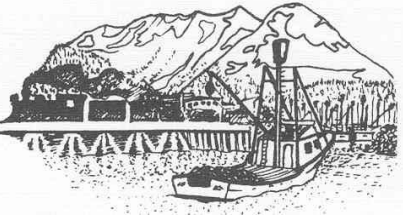
Thank you again for your support.

Sincerely,



Cindy Butherus  
Secretary, Friends of the Valdez Animal Shelter

# CITY OF CORDOVA



March 11, 2025

The Honorable Senator Murkowski  
522 Hart Senate Office Building  
United States Senate  
Washington, D.C. 20510

The Honorable Senator Sullivan  
302 Hart Senate Office Building  
United States Senate  
Washington, D.C. 20510

The Honorable Representative Begich  
153 Cannon House Office Building  
United State House of Representatives  
Washington, D.C. 20515

Dear Congressional Delegation,

On behalf of the City of Cordova, I am writing to implore you to protect our Essential Air Service (EAS). EAS impacts as many as 61 cities, villages, and towns in Alaska and is vital to the continued survival to our community's economy as well as other remote populous throughout Alaska and the mainland United States.

Our community depends on this service for groceries, mail, cargo and so much more, and with the sporadic State Ferry service we all need this resource to be able to travel for medical treatments both preventative and routine.

Seafood processors and commercial fisherman, the lifeblood of so many of Alaska's coastal, remote communities, depend on this service to transport personnel, equipment, and supplies in and out of our coastal populations affordably. Millions of pounds of valuable Copper River Salmon and other locally caught species are transported annually by Alaska Airlines and our fishery, our mainstay economic driver, is in jeopardy without this essential service.

Our city is imploring you to protect this vital service that is in danger of being cut by the Ways & Means Committee, proposing to repeal the mandatory subsidies/overflight fees that support the EAS program.

I have attached a link to this report for your convenience.

Once again, we urge you to protect this program as it is so vital to so many Alaskans. We do understand that the priorities of the new Administration may not be in line with saving such programs, but we ask you to consider the economic and social devastation that could occur without this program.

House Budget Committee see page 48

Respectfully,

Mayor Allison and all members of the City Council of Cordova, AK

cc: Governor Dunleavy  
AK State Senator Gary Stevens  
AK Representative Louise Stutes

incl: Resolution 12-24-40

601 First Street

PO Box 1210

Cordova, Alaska 99574

Telephone (907) 424-6200



**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 18<sup>th</sup> OF DECEMBER 2024**



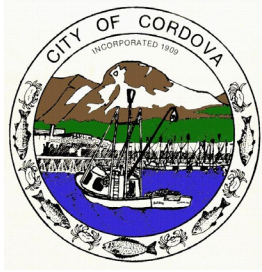
ATTEST:

A blue ink signature of David Allison, Mayor.

David Allison, Mayor

A blue ink signature of Susan Bourgeois, CMC, City Clerk.

Susan Bourgeois, CMC, City Clerk



**AGENDA ITEM 16**  
**City Council Meeting Date: 3/19/25**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 03/10/25  
**ITEM:** Resolution 03-25-04 certifying election  
**NEXT STEP:** Majority voice vote

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☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** election certification by City Council via resolution

**II. RECOMMENDED ACTION / NEXT STEP:** Council motion to approve Resolution 03-25-04

**III. FISCAL IMPACTS:** Some shared state revenues require that Cities hold annual elections and abide by statute and Code in so doing – therefore, validly held elections are vital to the future of the State of Alaska’s revenue sharing with the City of Cordova.

**IV. BACKGROUND INFORMATION:** The Cordova General Election was held March 4, 2025. Candidates were running to fill these offices: Mayor, City Council, School Board, and Hospital Services Board. Two candidates ran for Mayor, 5 ran for 3 available City Council seats, 4 ran for 2 School Board seats, and 2 ran for 2 available Hospital Services Board seats. Council, School Board and Hospital Services Board are all undesignedated, so the high vote getters win the seats. There were 2 charter change ballot propositions before the voters regarding removal of the residency requirements for Finance Director and City Assessor.

Ballots cast at the polls (463), ballots cast during early voting at City Hall between February 11 and March 3 (231), and the absentee by mail ballots that were returned by March 4 (16), a total of 715 ballots, were canvassed on March 4, 2025, after the close of the polls at 8pm.

The Election Board will meet on March 19, 2025, 15 days after Election Day for the “All-Ballot Canvassing Session” to count all remaining ballots. There were 48 absentee-by-mail ballots sent out and 16 have been counted, 20 more have been received by the Clerk between March 5 and March 14 and as many as 11 more may still be received by the March 18, 2025, deadline. There were 3 questioned ballots voted on Election Day – they are considered questioned ballots because the voters names were not on the Cordova precinct register. All 3 were researched with the assistance of the Division of Elections and

deemed to be invalid for this election. Those voters will receive letters from the City Clerk's office to explain those decisions.

Final numbers will be entered into this attached resolution and that will be brought to the Council meeting.

**V. LEGAL ISSUES:** Council approval of the resolution confirms the validly held election.

**VI. SUMMARY AND ALTERNATIVES:** Council can approve the resolution or per CMC 2.18.050 B if Council concludes that the election was not conducted validly, it shall order another election.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-25-04**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA CERTIFYING  
THE RESULTS OF THE MARCH 4, 2025, CITY OF CORDOVA GENERAL ELECTION**

**WHEREAS**, the City of Cordova held its general election on March 4, 2025; and

**WHEREAS**, the Election Board has canvassed all of the votes of the election and has submitted its certification of election returns of all ballots to the City Clerk; and

**WHEREAS**, Cordova Municipal Code 2.18.050.A requires that the City Council meet no more than 48 hours after the All-Ballot Canvassing session is complete, to review the Certificate of Returns prepared by the Election Board, and the City Council has reviewed such Certificate of Returns.

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City Cordova, Alaska, does hereby:

Section 1: Accept the results as entered on the Election Board Certificate of Returns; and

Section 2: Determine that the election was validly held and that substantial compliance with all voting procedures was affected and that no material discrepancies exist which may affect the outcome of the election; and

**BE IT FURTHER RESOLVED** that the Council of the City of Cordova, Alaska, certifies the following as the official results of the March 4, 2025, general election: *winners are in bold, italics*

<u>Mayor</u> Jason S Barnes Kristin Smith (Carpenter)	Votes	<u>Hospital Services Board (2 seats)</u> Shelly Kocan Annie Linville	Votes
<u>City Council (3 seats)</u> Debra Adams David Allison Aaron Hansen Kenneth B Jones Michael R Mickelson	Votes	<u>School Board (2 seats)</u> Emma Merritt Grafton Schikora Terri Stavig Kate Trudeau	Votes
<u>Proposition 1</u> charter change: remove residency requirement for City treasurer (Finance Director) Yes No			
<u>Proposition 2</u> charter change : remove residency requirement for tax assessor Yes No			
<u>Total Ballots Cast:</u>			



**BE IT FURTHER RESOLVED** that the City Clerk is directed to issue Certificates of Election to each candidate elected to office that is not subject to recount, to prepare Certificates of Election for each approved proposition and to publish the results of the election in a newspaper of general circulation in the City.

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF MARCH 2025.**

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

\_\_\_\_\_  
Councilmember Tom Bailer

\_\_\_\_\_  
Councilmember Cathy Sherman

\_\_\_\_\_  
Councilmember Kasey Kinsman

\_\_\_\_\_  
Councilmember Wendy Ranney

\_\_\_\_\_  
Councilmember Dave Zastrow

\_\_\_\_\_  
Councilmember Kristin Carpenter

\_\_\_\_\_  
Councilmember Ken Jones

ATTEST:

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

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## **2.18.050 Validity of election—Certification by City Council.**

- A. No more than forty-eight hours after the all-ballot canvassing session is complete, City Council shall meet to review the certificate of returns prepared and delivered by the election board chairperson, and any election contests or applications for a recount.
- B. If City Council concludes that the election was validly held, such conclusion shall be publicly announced and entered upon the minutes of the meeting. The minutes shall include the number of votes cast in the election, the names of the persons voted for and the propositions and questions voted upon, the offices and seats voted for, the number of votes cast for each candidate for each office and seat, and the number of votes for and against each proposition. If council concludes that the election is not valid, it shall order another election.
- C. Upon determination that the election was validly held and that substantial compliance with all voting procedures was affected and that no material discrepancy exists which may affect the outcome of the election, City Council shall direct the City Clerk to:
  - 1. Deliver to each candidate elected to office a certificate of election signed by the Mayor and City Clerk and authenticated by the municipal seal;
  - 2. Prepare a certificate of election for each approved proposition to be signed by the Mayor and City Clerk and authenticated by the municipal seal; and
  - 3. Prepare and publish at least once an official certificate of election. In the event of an election contest or recount concerning only one office, seat or question, City Council may direct that the City Clerk issue a certificate for the non-contested election for the other offices, seats, and questions.

(Ord. No. 1192, § 1, 11-4-2020; Ord. No. 1203, § 4, 9-21-2022)

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## **Section 10-2. Three-year terms—Election at large—Nonpartisan elections.**

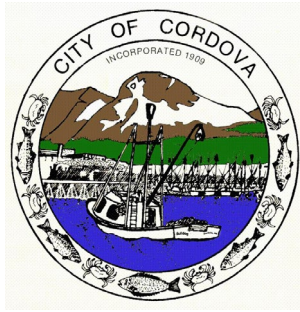
The term of each Council member shall be three years and shall continue until a successor has been elected and qualified. The term of the mayor shall be three years and shall continue until a successor has been elected and qualified. If there are any council member seats vacant after an election year (because of failure of candidates to file or qualify or for other cause), then a drawing shall be held at a council meeting under its direction to determine which of the council members whose terms are about to expire shall continue to serve. If there is only one council member whose term is about to expire, and who has not been re-elected, that member shall continue to serve in such case.

**The term of office for the mayor and council members shall begin on the first day after the council certifies the election results.** If the mayor-elect or a council member-elect fails to qualify within 30 days after the beginning of a term of office, the election of the mayor or council member shall be void. No person who has been elected mayor or council member, as the case may be, for two consecutive terms shall again be eligible to hold that office, until the regular election in the year following the year in which that person's second consecutive term expired. A council member who has served two consecutive terms will not be placed on the ballot for a seat on the council until the regular election in the year following the year in which their second term expires.

The mayor and council members shall be elected at large, by the greatest number of votes cast. Votes shall be cast by secret ballot. The election shall be non-partisan, and no party designation or emblem shall be placed on the ballot.

(Amended by Resolution 5-95-39, approved by the voters on July 19, 1995; Amended by Resolution 11-99-79, approved by the voters on March 2, 2000).

(Certified 3-20-2024, approved by the voters 3-5-2024).



**AGENDA ITEM # 17**  
**City Council Meeting Date: 03/19/2025**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Amanda Hadley Coward, City Planner

**DATE:** Wednesday March 19, 2025

**ITEM:** Resolution 03-25-05 – Purchase and Sale Agreement for Lot 17, Block 10, Original Townsite

**NEXT STEP:** Vote on approval of the Resolution

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☐ ORDINANCE  
☒ RESOLUTION

☐ INFORMATION  
☐ MOTION

---

**I. REQUEST OR ISSUE:** Requested Actions: Decision on Approval of the Resolution  
Legal Description: Lot 17, Block 10, Original Townsite  
Lot Area: Approximately 2,500 Sq. Ft.  
Zoning: Medium Density Residential  
Attachments: Resolution 03-25-05,  
Purchase and Sale Agreement and Exhibits

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggest the following motion: “I move to adopt Resolution 03-25-05.”

**III. FISCAL IMPACTS:** Applicant will pay \$18,000 to purchase the property outright. The property will be moved onto the tax rolls under private ownership.

**IV. BACKGROUND INFORMATION:** John Stack and Barbara Solomon submitted a Letter of Interest to purchase lot 17, block 10, Original Townsite, located along Browning Avenue. They have acquired the two adjacent lots (lots 18 and 19) with the intention of constructing a dwelling across lots 18 and 19 and using lot 17 to meet the setback requirement on their house, for access to their lots, and snow storage.

The property is zoned Medium Density Residential which allows for one, two, and multifamily dwellings



and boarding houses. The site is currently developed with a shed / carport, and has utilities (water, sewer, power, etc.) within the street and alley adjacent to the property.

The property is 25 feet wide by 100 feet long. The actual usable space is considerably smaller as the southern five to ten feet of the lot is taken up by utilities (power, cable, etc.) and the north side of the lot would have a 5-foot setback. This only leaves about 15 feet of usable width if the lot is developed on its own. Additionally, the eastern 25 feet of the lot is used as a snow dump in the winter by the streets crew. With these restricting features, the lot on its own has limited development possibilities. It seems that as the applicants own the adjoining lots, they would have the best ability to use the lot to its fullest potential.

Planning and Streets Staff discussed the request and determined that if a snow easement was retained on the eastern portion of the lot there would be no conflicts with current snow removal operations. Retaining a snow easement is something the city has done on other properties they have sold and has had success with that. The applicants have no hesitation to the snow easement and have even suggested it in their letter of interest.

The property was shown as “unavailable” on the land disposal maps. With that, Council directed Staff to make the lot available. This triggered the noticing procedures in CMC 7.40. Following the 30-day notice of the lots change in status.

**Planning Commission at their 09/10/24 Regular Meeting:** Passed a motion 4/0 to recommend to City Council that following the noticing procedure when changing the property from “Not Available” to “Available” the city should directly negotiate the sale of the property with John Stack and Barbara Solomon. The reasoning for this was that since they own the adjoining property, they are the only ones that can truly benefit from obtaining this lot. Since the lot is only 25 feet wide, once you remove the setbacks and the utility area long the front of the lot there is only about 10 to 15 feet in width of usable space. Since the applicant own the adjoining lot, they will be able to better utilize the lot.

**City Council Regular Meeting 09/11/2024:** Action on disposal and method of disposal of Lot 17, Block 10 Original Townsite. M/Jones S/Carpenter to make Lot 17, Block 10, Original Townsite available and following the noticing procedures, dispose of Lot 17, Block 10, Original Townsite, as outlined in Cordova Municipal Code 5.22.060 B (Now CMC 7.40.060 B) by negotiating an agreement with John Stack and Barbara Solomon to purchase the property. Jones said he doesn’t like sealed proposals, prefers direct negotiation, he believes people who put it before us should be given the option first. Carpenter said this lot has very little value to anyone else except the adjacent landowner. Bailer asked for clarity from the Planner as to the setbacks per the public comment earlier. Johnson said that John Stack did catch that it is a corner lot, so the setbacks allow for only a 10-foot-wide structure. Bailer said that if this had been 5 feet wider allowable building space, a home could have been built here; with the new information, he will support the motion. Sherman said since they are the adjacent property owners it makes sense, she will support. Kinsman has a reservation because this was not available and now we’ll put the 30-day posting on the lot, we seem to have missed that step, should have occurred first. Kinsman said he’d propose that as a code change. Johnson said he doesn’t disagree, and we can do it that way as a policy until a code change can be completed. Ranney said she supports the motion.

**Vote on the motion: 6 yeas, 0 nays, 1 absent (Zastrow). Motion was approved.**

After the conclusion of the meeting Staff initiated the process and received an appraisal. The negotiations started between Staff and the parties John Stack and Barbara Solomon. Public Works Staff voiced their

concerns about loosing a snow dump area and this concern was put to rest with the addition to the contract of an easement to allow for snow storage on the eastern most 25' by 25' of the lot. The purchase and sale agreement and the easement for snow storage was drafted by the City attorney. John Stack and Barbara Solomon reviewed the agreements.

We now bring this Purchase and Sale Agreement, Exhibits, and Easement for Snow Storage before the City Council to review and vote on the resolution to approve or not approve.

**V. LEGAL ISSUES:** The Purchase and Sale Agreement, Exhibits, and Easement for Snow Storage has been reviewed by the City's legal counsel and has been written in a way that ensures compliance.

**VI. SUMMARY AND ALTERNATIVES:** City Council could choose to approve or 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. Resolution 03-25-05

B. Purchase and Sale Agreement and Exhibits

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-25-05**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE OF LOT 17, BLOCK 10, ORIGINAL TOWNSITE TO  
JOHN STACK AND BARBARA SOLOMON**

**WHEREAS**, John Stack and Barbara Solomon submitted a letter of interest to purchase Lot 17, Block 10, Original Townsite ("Property") from the City of Cordova ("City"); and

**WHEREAS**, The City Council Authorized the City Manager to negotiate a Purchase and Sale Agreement with John Stack and Barbara Solomon; and

**WHEREAS**, The City Staff has drafted a Purchase and Sale Agreement to finalize the purchase of the property; and

**WHEREAS**, John Stack and Barbara Solomon have maintained a portion of the property 25' by 25' on the eastern most portion of the lot to be recorded as an easement for snow dump storage and use by the City; and

**WHEREAS**, The City Council has determined that the sale of the property to John Stack and Barbara Solomon, would be beneficial to and in the best interests of the City.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a Purchase and Sale Agreement for the Property with John Stack and Barbara Solomon. The form and content of the Purchase and Sale Agreement, along with the Quitclaim Deed attached to the Purchase and Sale Agreement, now before this meeting is in all respects authorized, approved and confirmed by this Resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents 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 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, and the City Manager 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 documents as executed.

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF MARCH 2025**

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

ATTEST:

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

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of March \_\_\_\_, 2025 (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 JOHN STACK and BARBARA SOLOMON ("Purchaser"), whose address is P.O. Box 1983, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as Lot 17, Block 10, Original Townsite, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-273-117; 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, and legally described as follows:

Lot 17, Block 10, Original Townsite, Records of the Cordova Recording District,  
Third Judicial District, State of Alaska.

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 Eighteen Thousand Dollars and 00/100 Cents (\$18,000.00) (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 Seventeen Thousand and 00/100 Dollars (\$17,000.00), 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 Fidelity Title Agency of Alaska, LLC ("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, and any Internal Revenue Service liens 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) Purchaser shall have submitted all required and necessary materials, including fees, to the City of Cordova Planning Department to replat Lot 17, Block 10, Original Townsite and Lot 18, Block 10, Original Townsite to merge the lots into a single lot, and approval of the Replat as required by Section 16.

(6) 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 3, 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, 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 in the form attached hereto as **Exhibit B**, executed by Seller conveying the Property to Purchaser (the "Deed").

(b) A countersigned/notarized copy of the Easement Agreement (hereinafter defined).

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

(d) 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) A countersigned/notarized copy of the Easement Agreement.

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

(d) 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 18(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 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 appraisal, attorney's fees and costs, surveying and platting 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, sub-lessees, 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, sub-lessees, 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. Replat of Lots 17 and 18:** Purchaser covenants and agrees to submit all necessary materials, including fees, to the City of Cordova Planning Department to replat Lot 17, Block 10, Original Townsite and Lot 18, Block 10, Original Townsite to merge the two lots into a single lot (the "Replat"), all at Purchaser's sole cost and expense. Completion of the Replat shall be a condition to Closing.

**17. Snow Storage and Access Easement:** As a material part of the consideration for the transfer of the Property to Purchaser, Purchaser covenants and agrees to grant the City a *perpetual, non-exclusive*, easement (the "Easement") over, upon and across a 25' x 25' portion of Lot 17 (the "Easement Area"), in the general location shown on **Exhibit C**, for purposes of (a) placing, moving, stockpiling and storing snow, ice, sand, or gravel that may be plowed or otherwise removed from any street, right of way(s), sidewalk(s) or other areas located in the City of Cordova;

and (b) equipment, vehicular and pedestrian access, ingress and egress, and operations within the Easement Area to place, move, store, stockpile, or remove ice, sand or gravel that may be placed within the Easement Area. The Easement will be evidenced by a Snow Storage and Access Easement Agreement, in substantially the form annexed hereto as **Exhibit D**, but subject to review and approval by the Title Company as to form (the "Easement Agreement"). The legal description for the Easement Area within the Easement Agreement is subject to change based upon the Replat. The costs and fees associated with preparing and recording the Easement Agreement, including the City's attorney's fees, shall be considered Closing Costs, and shall be paid by the Purchaser.

## **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. and Joe Towslee, Esq.  
Birch Horton Bittner & Cherot  
510 L Street, Suite 700  
Anchorage, Alaska 99501

Purchaser: John Stack or Barbara Solomon  
P.O. Box 1983  
Cordova, Alaska 99574

Escrow Agent: Fidelity Title Agency of Alaska, LLC  
3150 C Street, Suite 220  
Anchorage, Alaska 99503

Title Company: Fidelity Title Agency of Alaska, LLC  
3150 C Street, Suite 220  
Anchorage, Alaska 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.

[Signatures on following pages.]



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 \_\_\_\_\_, 2025, 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: \_\_\_\_\_  
John Stack

By: \_\_\_\_\_  
Barbara Solomon

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2025, by John Stack.

\_\_\_\_\_  
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 \_\_\_\_\_ 2025, by Barbara Solomon.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

## EXHIBIT A

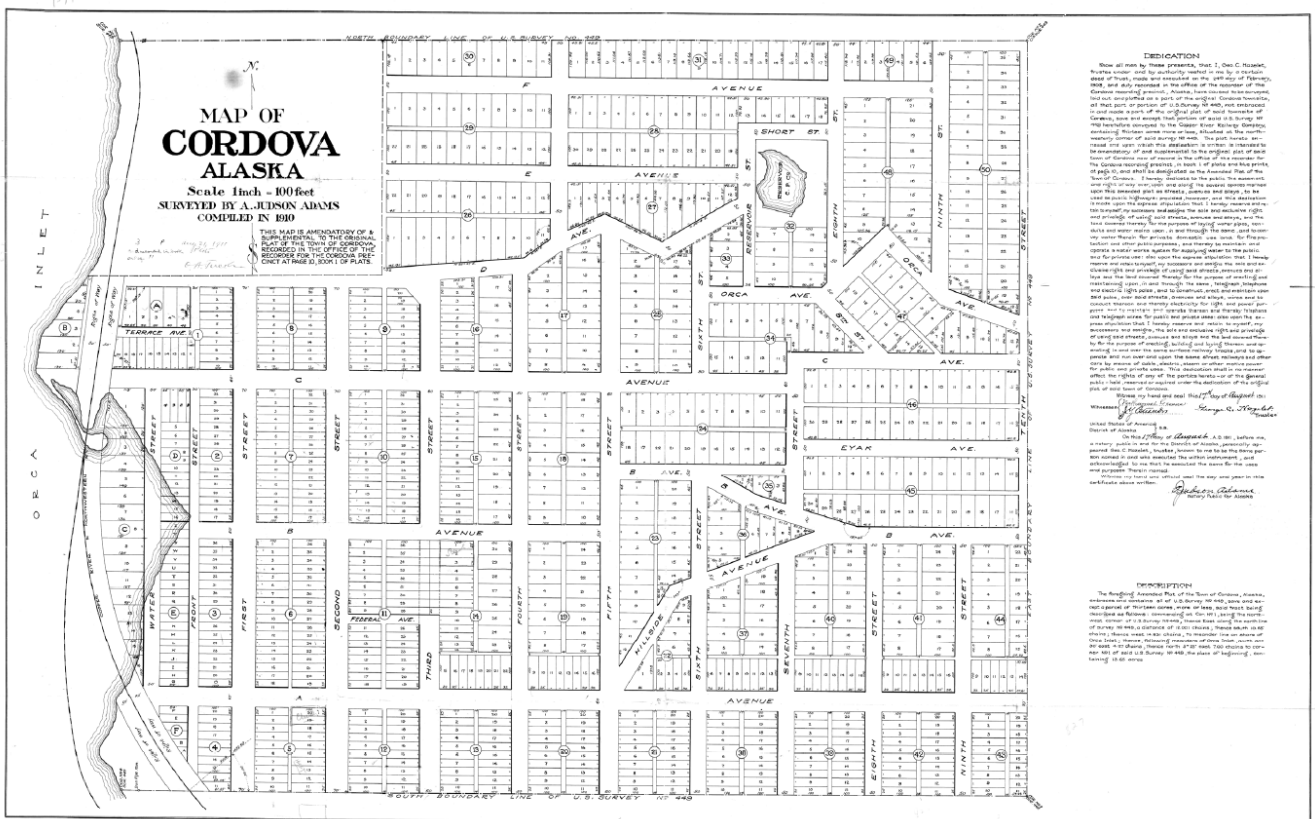
### Description of the Property

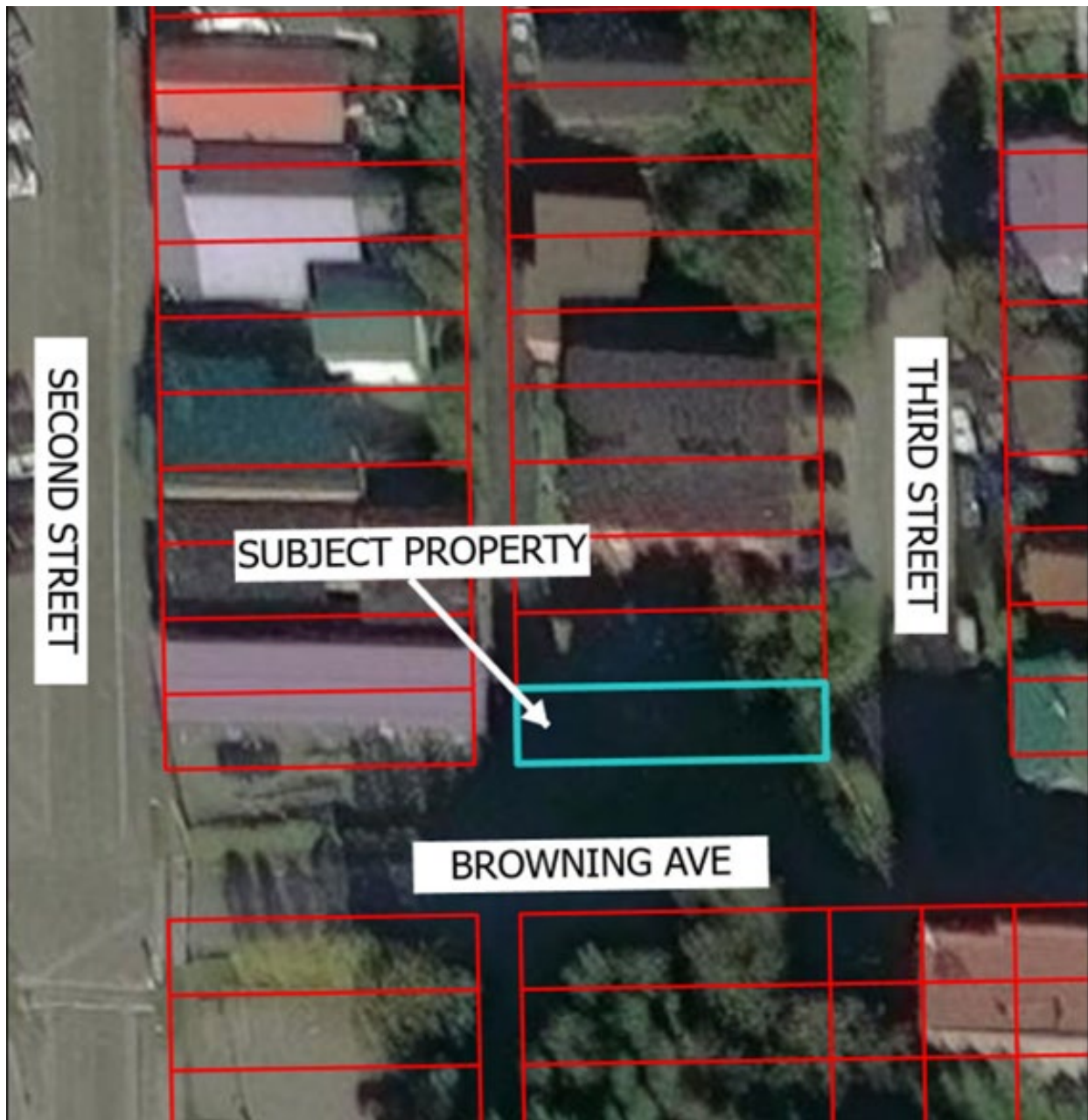
Tax Assessor's Parcel No.: 02-273-117

Legal Description (Subject to confirmation by Title Report):

Lot 17, Block 10, Original Townsite, 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

#### THIRD JUDICIAL DISTRICT CORDOVA RECORDING DISTRICT

Recording requested by and  
after recording, return to:

John Stack and Barbara Solomon  
P.O. Box 1983  
Cordova, Alaska 99574

#### QUITCLAIM DEED

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 John Stack and Barbara Solomon (collectively, “Grantee”), whose address is P.O. Box 1983, Cordova, Alaska 99574, 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.

DATED this \_\_\_ day of \_\_\_\_\_, 2025.

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 \_\_\_\_\_, 2025,  
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:

\_\_\_\_\_  
John Stack

\_\_\_\_\_  
Barbara Solomon

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by John Stack and Barbara Solomon, 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: \_\_\_\_\_

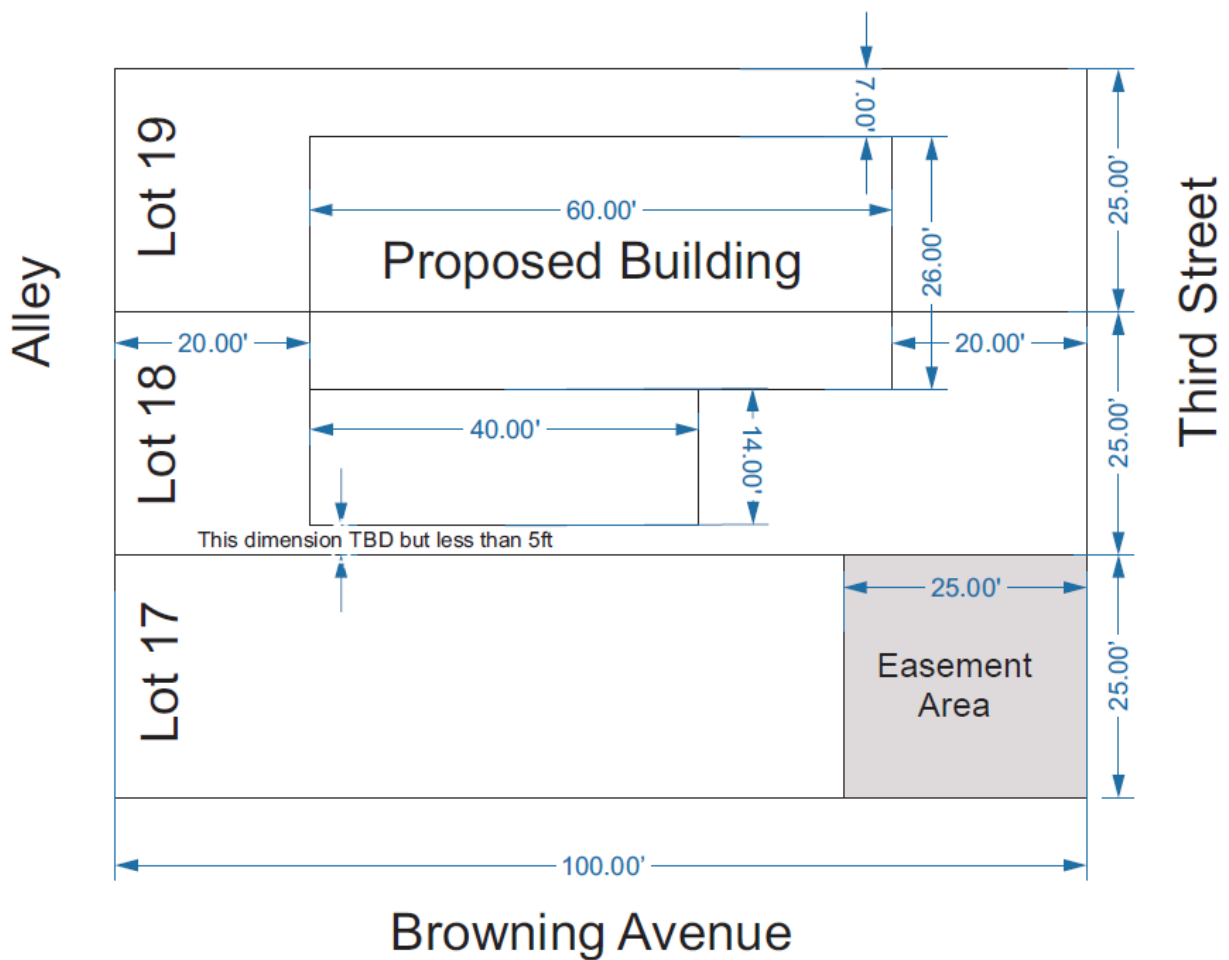


## EXHIBIT C

Site Development Plan  
Each lot is 100' by 25'

### Block 10 Original Townsite

#### Approximate Size, Shape and Setbacks



## EXHIBIT D

### (Snow Storage and Access Easement Agreement)

#### THIRD JUDICIAL DISTRICT CORDOVA RECORDING DISTRICT

After Recording Return to  
Birch Horton Bittner & Cherot  
510 L Street, Suite 700  
Anchorage, Alaska 99501

#### SNOW STORAGE AND ACCESS EASEMENT AGREEMENT

This **Snow Storage and Access Easement Agreement** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") by and between THE CITY OF CORDOVA, a municipal corporation whose mailing address is P.O. Box 1210, Cordova, Alaska 99574 ("Grantor") and JOHN STACK and BARBARA SOLOMON, whose mailing address is P.O. Box 1983, Cordova, Alaska 99574 ("Grantee") (collectively the "Parties").

#### RECITALS

WHEREAS, Grantor acquired certain real property from Grantee which is located in the City of Cordova, Alaska, and legally described as follows:

Lot 17, Block 10, Original Townsite, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-273-117 ("Lot 17").

WHEREAS, Grantee desires to receive and Grantor agrees to grant a *perpetual, non-exclusive*, easement over, upon and across a portion of Lot 17 for purposes of (a) placing, moving, stockpiling and storing snow, ice, sand, or gravel that may be plowed or otherwise removed from any street, right of way(s), sidewalk(s) or other areas located in the City of Cordova; and (b) equipment, vehicular and pedestrian access, ingress and egress, and operations within the Easement Area to place, move, store, stockpile, or remove ice, sand or gravel that may be placed within the Easement Area;

WHEREAS, the parties further desire to provide for the use, maintenance, repair and replacement of the easement area created as set forth herein.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement as if fully set forth herein.

2. Grant of Snow Storage and Access Easement. Grantor hereby grants to Grantee, and to its successors and assigns, a perpetual, non-exclusive, rent-free easement ("Snow Storage Easement") in, over, and upon a twenty-five foot (25') by twenty-five foot (25') portion of Lot 17 identified and labeled as "Easement Area" on Exhibit A ("Easement Area"), for the purpose of placing, moving, stockpiling and storing snow, ice, sand, or gravel that may be plowed or otherwise removed from any street, right of way(s), sidewalk(s) or other areas located in the City of Cordova. In addition, Grantor hereby grants to Grantee, and to its successors and assigns, a perpetual, non-exclusive, easement in, over, and upon the entirety of the Easement Area for purposes of equipment, vehicular and pedestrian access, ingress and egress, and operations within the Easement Area to place, move, store, stockpile, or remove ice, sand or gravel that may be placed within the Easement Area ("Access Easement", and with the Snow Storage Easement, the "Easement").

3. Grantor's Right of Use. Grantor reserves to itself, and to its successors and assigns, the continued right of use and enjoyment of the Easement Area; PROVIDED, HOWEVER, such activities by Grantor shall not unreasonably interfere with or impede the use and enjoyment of the Easement held by Grantee.

4. Use Restrictions. In addition to all other restrictions contained in this Agreement, the Easement Area shall: (a) be free and clear, at all times, of any obstructions, including but not limited to, any materials, equipment, structures, buildings, fences, vegetation, debris, garbage or other waste which would obstruct, hinder, impair or interfere with, in any way, the reasonable use, enjoyment, or the lawful right of any authorized persons as permitted herein; (b) be used in a quiet and peaceful manner; and (c) be at the risk of those using the Easement Area.

5. Damage to Easement Areas. In the event either party, or their respective agents, contractors, employees, tenants, guests or invitees, causes damage to the Easement Area or any permitted improvements located within the Easement Area through negligent or willful conduct, then the party causing such damage shall be responsible to immediately restore the damaged or disturbed area, at its sole cost, to the condition in which it existed prior to being damaged or disturbed. For purposes of this Agreement, each party shall be responsible for any damages caused through negligent or willful misconduct by its agents, contractors, employees, tenants, guests or invitees.

6. Enforcement. In the event that any party defaults under the terms, provisions, or obligations of this Agreement, the non-defaulting party(s) shall have all rights and remedies available at law or in equity for the redress of such default, including, but not limited to: (i) an

action for damages; (ii) an action for temporary and/or permanent injunction; (iii) an action for specific performance of the terms, conditions and obligations of this Agreement; or (iv) any combination of the foregoing. In the event any action is brought to enforce the terms, conditions and obligations of this Agreement, the prevailing party in any such action shall be entitled to the recovery of costs and disbursements of such action, as well as reasonable attorney's fees incurred in and about such action, at trial and on all appellate levels.

7. Notices. Each notice required under this Agreement or by law shall: (a) be in writing; (b) contain a clear and concise statement setting forth the subject and substance thereof and the reasons therefor; and (c) be delivered by personal delivery or by first class mail to the addresses set forth in the first paragraph of this Agreement, or to such other address that any party, or owner of record, may have most recently given notice of to all other Parties. Notices delivered by personal delivery shall be deemed delivered on the date of delivery to the receiving party. Notices delivered by first class mail shall be deemed delivered three business days after deposit in the United States mail.

8. Covenant Running with the Land. The covenants contained in this Agreement shall be covenants running with the land and shall be binding Grantors and any future owner(s) of Lot 17, their legal representatives, successors and assigns.

9. Authority to Execute. The person or persons executing this Agreement are duly authorized and have the full power and authority to bind the party or parties for which they are signing.

10. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

11. Titles and Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation, construction, use or enjoyment of the Easement Areas.

12. Waiver. Any waiver of strict compliance with any of the terms and conditions of this Agreement must be in writing and signed by the party to be charged, and any such waiver shall not constitute a waiver of that party's rights under any other provision of this Agreement or a waiver of that party's rights to strict compliance with any of the terms and conditions of this Agreement thereafter.

13. Severability. The invalidity or unenforceability of any provision of this Agreement under any present or future law, rule, regulation or ordinance will not affect any other provision of this Agreement, and the remaining provisions of this Agreement shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Agreement.

14. Amendment. No modification of this Agreement shall be binding upon either party unless it is in writing and is signed by the parties, or their successors or assigns.

15. Assignment. Before Grantee or its successor(s) may assign this Agreement, Grantor or Grantor's successor must provide written consent to the assignment, which shall not be unreasonably withheld, conditioned or delayed.

16. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the law of the State of Alaska. The parties agree that any legal action or proceeding under or with respect to this Agreement shall be brought in the courts of the State of Alaska.

17. Execution in Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one (1) instrument and shall become a binding agreement when one (1) or more counterparts have been signed by each of the parties and delivered to the other.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Effective Date first written above.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

**GRANTOR: JOHN STACK AND  
BARBARA SOLOMON**

**GRANTEE: CITY OF CORDOVA**

By: \_\_\_\_\_  
John Stack

By: \_\_\_\_\_  
Samantha Greenwood

Its: City Manager

By: \_\_\_\_\_  
Barbara Solomon

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **JOHN STACK AND BARBARA SOLOMON**, to me known and known to me to be the persons who signed the foregoing instrument.

**WITNESS** my hand and official seal on the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires: \_\_\_\_\_

STATE OF ALASKA

)

) ss.

THIRD JUDICIAL DISTRICT

)

THIS IS TO CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared **SAMANTHA GREENWOOD**, to me known and known to me to be the **CITY MANAGER** of the **CITY OF CORDOVA**, and known to me to be the person who signed the foregoing instrument, on behalf of the City of Cordova, and she acknowledged to me that she signed and sealed the same as a free act and deed of the City of Cordova for the uses and purposes therein expressed.

**WITNESS** my hand and official seal on the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for Alaska

My Commission Expires: \_\_\_\_\_

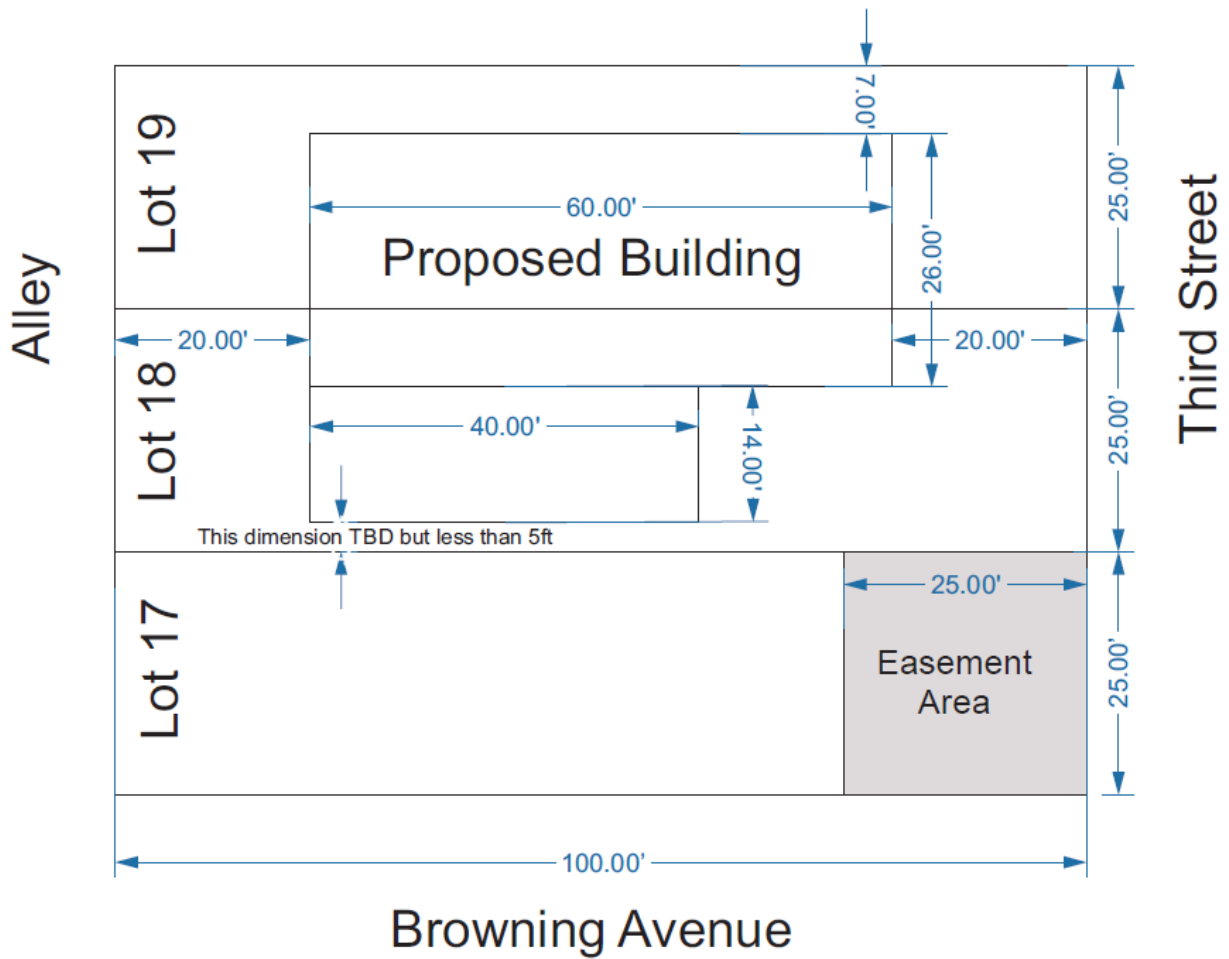


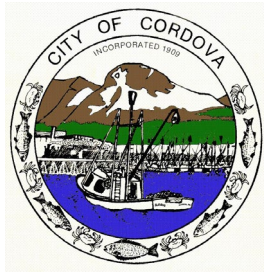
## EXHIBIT A

[MAP FROM EXHIBIT C TO PURCHASE AGREEMENT]

### Block 10 Original Townsite

#### Approximate Size, Shape and Setbacks





**AGENDA ITEM # 18**  
**City Council Meeting Date: 03/19/25**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Amanda Hadley Coward, City Planner  
**DATE:** Wednesday, March 12, 2025  
**ITEM:** Review Recommendation on Disposal and Disposal Method for Lot 9B of ASLS 73 – 35 of Cordova Small Tracts  
**NEXT STEP:** City Council Decision on Disposal and Disposal Method

---

☒ INFORMATION  
☒ MOTION

☐ RESOLUTION  
☐ ORDINANCE

---

**I. REQUEST OR ISSUE:** Requested Actions: City Council Decision on Disposal/ Disposal Method  
Applicant: Bob & Jackie Ladd, Chris Bolin & Angela Jeppson  
Legal Description: Lot 9B of ASLS 73-35 of Cordova Small Tracts  
Area: Approximately 0.374 Acres or 1629.144 Sq. Ft.  
Zoning: Avalanche Overlay District

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motion for City Council to open the agenda item for discussion:

“I move to approve a five (5) year lease of lot 9B of ASLS 73-35 of Cordova Small Tracts approximately 0.374 of an acre in size as outlined in Cordova Municipal Code 5.22.060 B by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Bob Ladd, Jackie Ladd, Chris Bolin, and Angela Jeppson to lease the property.
2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

**III. FISCAL IMPACTS:** The property would increase the City’s lease and property tax revenue.

**IV. BACKGROUND INFORMATION:** Bob Ladd, Jackie Ladd, Chris Bolin, and Angela Jeppson have submitted a Letter of Interest to lease Lot 9B of ASLS 73-35 Cordova Small Tracts located along Five Mile Loop Road, for the purpose of a recreation area with access to Eyak Lake.

Staff has no concerns with this proposed land lease given that no permanent structures be built on the property. The property must be cleared of any stored items on or before December 1<sup>st</sup> of each year. No items shall be placed back onto the property before May 1<sup>st</sup> of each year according to 18.35.030 Principal uses – Uses Permitted.

On Tuesday January 14, 2025, the letter of interest for this lot went to the Planning Commission. The recommendation was given by Planning Commission to City Council to enter into a direct lease with Bob Ladd, Jackie Ladd, Chris Bolin, and Angela Jeppson for recreational use of this lot. The Planning Commission took into account the limited use of this lot as no permanent structures can be constructed here. Also taking into account the timeframe in which this lot can even be used and decided that direct negotiations for a lease would be the best option to bring in revenue for the City in regard to this lot. Per the FEMA regulations these lots cannot be sold due to the area in which they are located deemed the Avalanche District – High Hazard Red Zone.

### **Minutes from the Meeting:**

**Bolin** removed himself from the table.

**M/Hall** Motioned to approve direct negotiations for a five (5) year lease agreement with the parties who submitted the Letter of Interest.

**S/Trumblee**

**Hall** stated that since this lot has been available so long anyone who wanted to put in for it has had the chance and since there has been no letters of interest, he believes that this should go to direct negotiations.

**Trumblee** stated that the lot is very restrictive on the use and the dates of availability are May 1<sup>st</sup> to Dec 1<sup>st</sup> and she agrees with the motion if they are willing to follow those rules.

**Hall** asked if anyone in the audience could speak to what would occur on the lot other than the stated recreational use that was provided in the memo.

**Chris Bolin** (who removed himself as a commissioner to avoid any conflict of interest from this issue spoke as a citizen on behalf of his letter of interest) Stated that the recreational use was going to include activities such as picnics, camping, kayaking, and private beach access. No commercial use would be taking place on this lot and that is would only be used by the families of those stated in the letter of interest and their invited guests. He spoke to the reasoning as this lot was where the old Ladd homestead was built, and the cabin did survive the avalanche. This cabin was relocated to where the Ladd's currently live, but they have a lot of sentimental memories of the lot where they originally lived. The sentimental value this lot is what is leading them to request the lease as this is a place they can no longer live or inhabit. They understand the restrictions and are willing to follow them given the ability to lease the property.

**Trumblee** Believes this will be a neat spot for the family and stated that they will be following all of the restrictions and taking off all recreational items off of the land at end of season. Commissioner asked another question of citizen **Chris Bolin**. When people find out about this lease, they will want to use it for public use do you have plans for this in regards to safety?

**Chris Bolin** Stated that he has thought of this, and his plan is to do temporary solutions that can be removed during the restricted months. Temporary rope with signage across the driveway to ensure that takes away from the liability of the City on this private leased land. He understands the public may want to enter this space and will put up the proper signage around the property.

**Harrison** Stated that that the land can't be used for much else.

With no further discussion they called for the vote on the motion.

Upon voice vote, motion passed 6-0.

Yea: **Harrison, Hall, Trumblee, Ranney, Foode, Den Adel**

Abstain: **Bolin**

On Wednesday February 05, 2025, the letter of interest and recommendations of the Planning Commission went to the City Council for review. The City Council moved to recommend Staff to negotiate the lease agreement with the parties. The vote of City Council was five (5) yes, and two (2) no, motion carries.

Shortly after the City Council Regular Meeting of February 05, 2025, Staff started the lease agreement negotiation process and noticed that the ArcGIS software had been updated with a more high-resolution map of the avalanche area. After the ArcGIS software update Staff was able to look at the location and see the lot that the applicants had described was in fact 9B and not the previously thought 10B due to poor map quality of the area. This clerical error is now being brought before you today.

### **Applicable Code:**

#### 5.22.040 - Letter of interest to lease or purchase.

*C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).*

#### 5.22.060 - Methods of disposal.

*B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:*

- 1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

#### 18.35.030 - Principal uses—Uses permitted.

*All uses allowed in a district shall be subject to the additional restrictions of the avalanche district. If any of the regulations specified in this section differ from regulations specified for a district with which the avalanche district is combined, the regulations contained in this section shall apply and govern. Permitted principal uses are as follows:*

##### *A. High Hazard Red Zone.*

- 1. Water conservation and flood control installations;*
- 2. Seasonal parks, campgrounds and parkways, greenbelts, land reserves and related facilities except between December 1st and May 1st or other times when the city has declared an avalanche hazard; and*
- 3. Installation of sewer, water and utilities.*

#### 18.35.120 - Warning and disclaimer of safety and liability.

*Avalanches occur naturally, suddenly and unpredictably based upon steepness of slope and run out area, exposure, snow pack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The avalanche district designated in this chapter is considered for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This chapter does not represent or imply that areas outside the avalanche district are free from avalanches or avalanche danger. The fact that the city has not prohibited the continued use of property within the*

*avalanche district (Section 18.35.090) does not constitute a representation, guarantee or warranty of any kind as to the safety of any construction, use or occupancy thereof. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the city, or any official or employee of the practicality or safety of any construction, use or occupancy thereof, and shall create no liability upon or cause of action against such public body or its officials or employees for any injury, loss or damage that may result thereby. Avalanches occur naturally, suddenly and unpredictably, and persons who develop or occupy real property within the avalanche district do so at their own risk.*

**V. LEGAL ISSUES:** Legal review of lease agreement will be required prior to final approval by City Council.

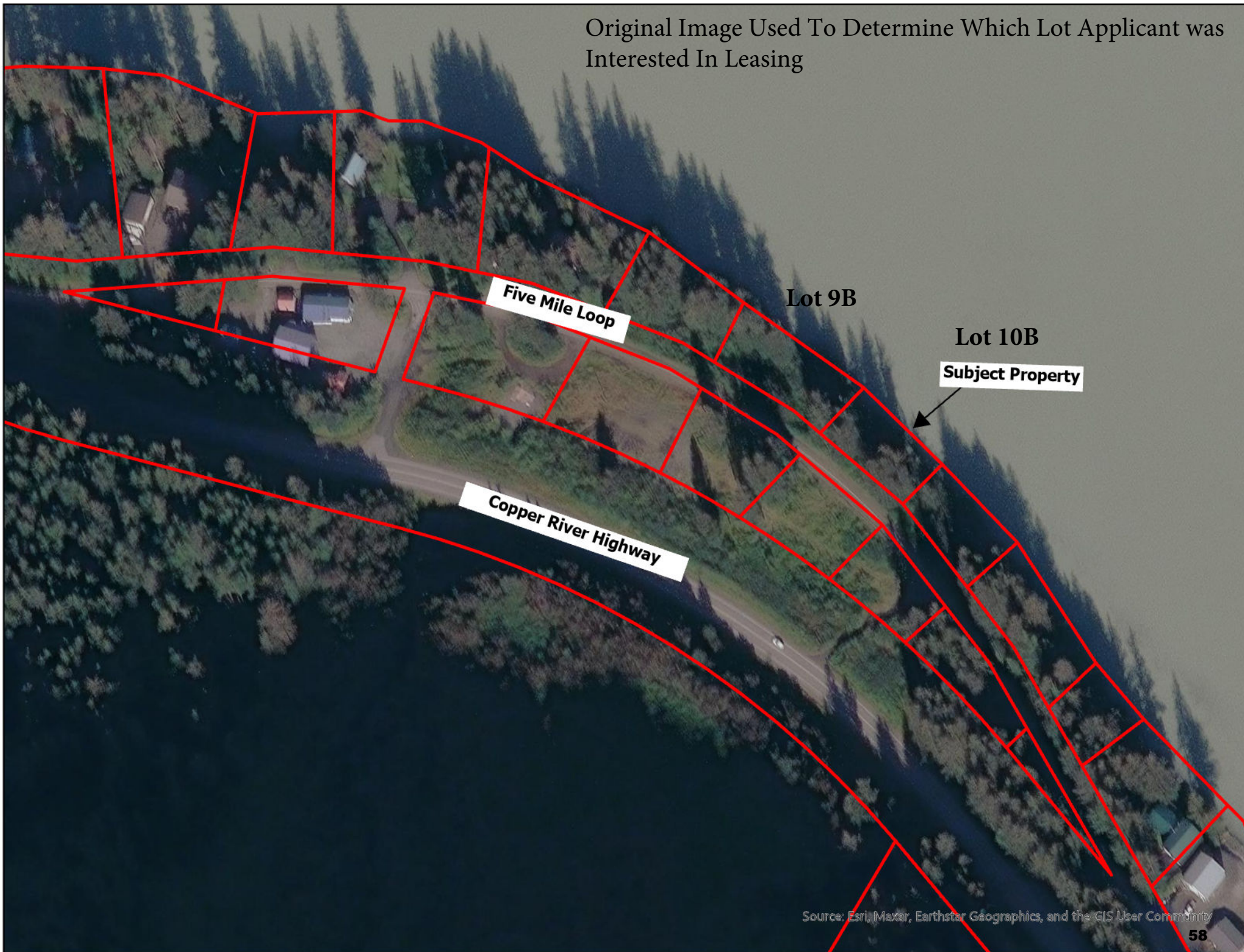
**VI. SUMMARY AND ALTERNATIVES:** The City Council may make a motion to lease this property. The vote will determine if this will be approved or not approved.

**VII. ATTACHMENTS:**

- A. ArcGIS Map with Poor Quality Image
- B. ArcGIS Map with Better Quality Image



Original Image Used To Determine Which Lot Applicant was Interested In Leasing





Actual Subject Lot 9B







**AGENDA ITEM # 19**  
**City Council Regular Meeting Date: 03/19/2025**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Amanda Hadley Coward, City Planner  
**DATE:** Wednesday March 19, 2025  
**ITEM:** Letter of Interest – Lots 18 & 19, Block 23, Original Townsite  
**NEXT STEP:** Decision on Disposal and Disposal Method

---

☐ INFORMATION  
☒ MOTION

☐ RESOLUTION  
☐ ORDINANCE

---

**I. REQUEST OR ISSUE:** Requested Actions: Decision on Disposal and Disposal Method  
Applicant: Hassan Falsafi  
Legal Description: Lots 18 & 19, Block 23, Original Townsite  
Area: Approximately 4,500 Sq. Ft. per Lot  
Zoning: Low Density Residential  
Attachments: Location Map  
Letter of Interest

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to open the agenda item for discussion:

“I move to dispose of Lots 18 & 19, Block 23, Original Townsite, as outlined in Cordova Municipal Code 7.40.060 (B) by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Hassan Falsafi to lease or purchase the property.
2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

**III. FISCAL IMPACTS:** The property would become part of the City’s lease revenue and possessory interest tax.

**IV. BACKGROUND INFORMATION:** On January 29, 2025, Hassan Falsafi submitted a Letter of Interest to purchase Lots 18 & 19, Block 23, Original Townsite, located by the City water tower off of sixth street.

The lots would be used for the purpose of constructing one cottage on each lot and as well as a gym/sauna/spa.

Hassan is new to Cordova and is the Dental Director at Ilanka. He has just recently purchased a house on 5th street that is adjacent to these lots across an undeveloped alley from his property. This gives him access to these lots where others would not have an easement to access these lots.

The property is zoned Low Density Residential which allows for one, two, and multifamily dwellings and boarding houses. The site is currently undeveloped and would require an access point be constructed to the property. Currently the limited access to these lots would be a challenge and deterrent to development. Staff would recommend that easement access to these lots be record if the properties in question were to be disposed of by the City. Hassan Falsafi does have a way to access these lots.

At the Planning Commission meeting held on Tuesday February 11, 2025, M/Ranney S/Bolin motioned to recommend to City Council to negotiate an agreement with Hassan Falsafi to lease or purchase the property. Vote 6 yea, 0 nae, 1 absent.

At the City Council Regular Meeting of March 19, 2025, we are asking that the council to consider the motion before them and make a decision regarding the disposal of these lots.

Applicable Code:

*5.22.030 – Land Disposal Map.*

*A. The City shall maintain and update annually a map of city owned real property. The following designations shall be applied to the land disposal map:*

*3. Tidelands: Tidelands are considered as “Available” designation but shall require review and recommendation from the Harbor Commission.*

*5.22.040 - Letter of interest to lease or purchase.*

*C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).*

*5.22.060 - Methods of disposal.*

*B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:*

- 1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

*Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT*

*18.20.010 - Permitted uses.*

*The following uses are permitted in the R low-density district:*

*One-family, two-family and three-family dwellings;*

*Boardinghouses;*

*Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;*

*Home occupations;*

*Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;  
Required off-street parking.*

*18.20.020 - Building height limit.*

*The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.*

*18.20.030 - Lot area.*

*A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.*

*B. The minimum lot area in the R low density district for dwellings shall be:*

*1. For a one—family dwelling, four thousand square feet per dwelling unit.*

*2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.*

*18.20.040 - Front yard.*

*There shall be a front yard in the R low density district of not less than ten feet from curb line.*

*18.20.050 - Rear yard.*

*There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.*

*18.20.060 - Side yard.*

*A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.*

*B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:*

*In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.*

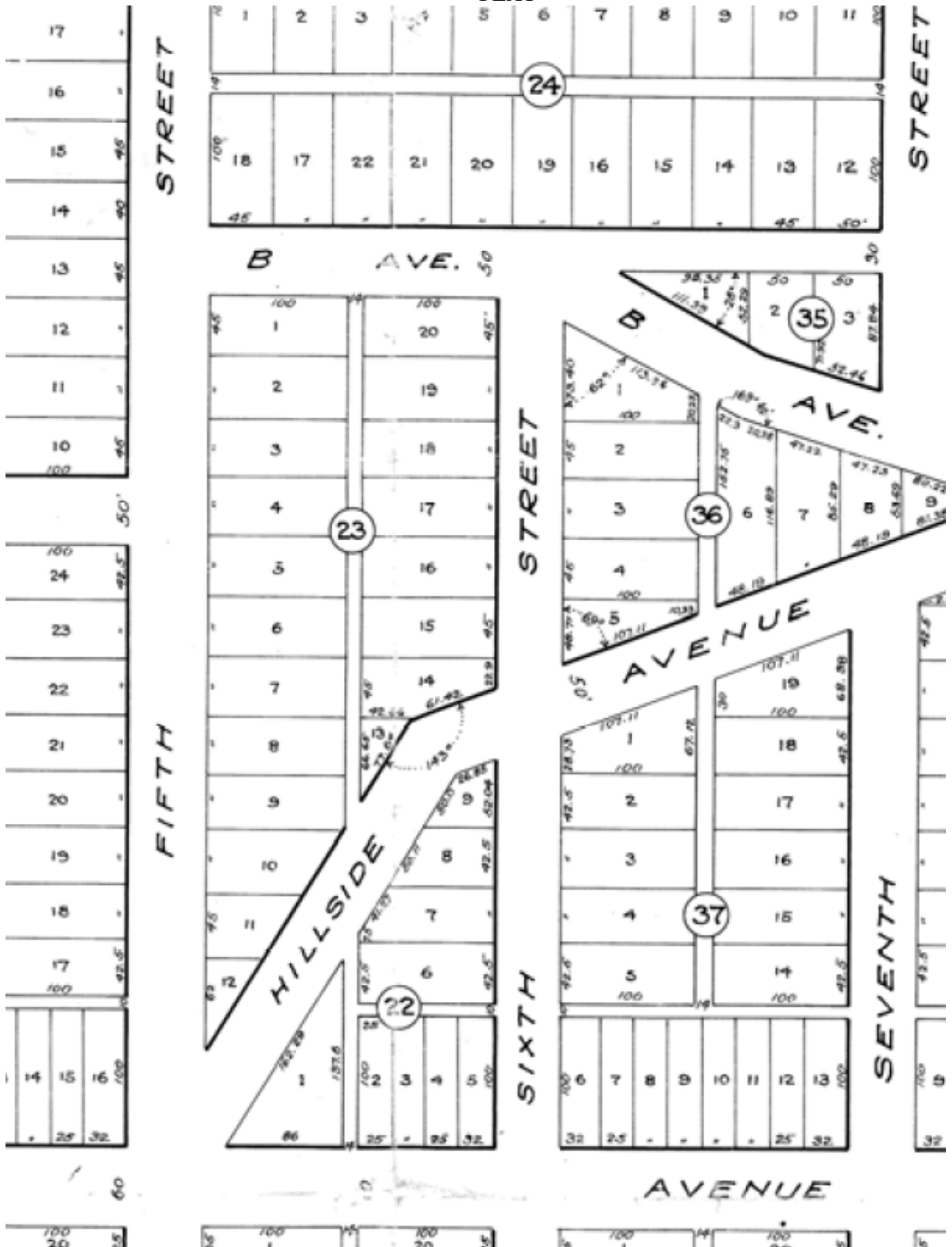
**V. LEGAL ISSUES:** Legal review of any agreement will be required prior to final approval by Council.

**VI. SUMMARY AND ALTERNATIVES:** City Council may make a motion to dispose of the property. The vote will decide if the motion is approved or not approved.

**VII. ATTACHMENTS:**

1. Plat
2. Location Map
3. Letter of Interest

# PLAT



## LOCATION MAP



01/29/2025

City of Cordova  
601 First street  
Cordova AK 99574

Hassan Falsafi  
604 Fifth Street  
Pobox 1074  
Cordova, AK 99574-1074

RECEIVED  
JAN 29 2025  
City of Cordova

Greetings,

My name is Hassan Falsafi. I am the Dental Director of Ilanka Community health Center and the only dentist on duty in Cordova.

My wife and I moved to Cordova from Northern California in September 2023. My wife is also employed by ICHC as a Medical Doctor. We are, now, an official resident of Alaska .

I am a hunter and a fisherman, and we both love Cordova and have decided to permanently reside here.

We recently bought a property located at: 604 Fifth Street in Cordova.

Behind my house, there are 2 forested lots which I am interested in purchasing.

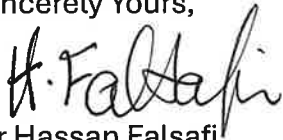
I would like to eventually build 2 cottages there that could be a housing option for rental in the future. I would also like to build a gym/sauna/spa complex that is harmonious with the wooded surroundings.

This is an investment for my retirement. If all goes well, I am planning to retire in 10 years here in Cordova.

The rentable spaces that would be added to the property would be a positive addition to the Cordova residential community.

I kindly request that this petition be given the necessary attention in accordance with due process.

Sincerely Yours,

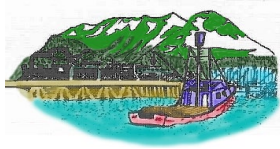
A handwritten signature in black ink, appearing to read "H. Falsafi". The signature is fluid and cursive, with the first letter of the last name being a large, stylized capital 'F'.

Dr Hassan Falsafi

Dental Director ICHC

Cordova AK 99574





# City Council of the City of Cordova, Alaska

## Pending Agenda

### March 19, 2025 Regular Council Meeting

A.	<b>Future agenda items - topics put on PA with no specific date for inclusion on an agenda</b>	initially put on or revisited
	1) Public Safety Resources - discussion	1/20/2021
	2) Ordinance change ( <b>Title 4</b> ) to ensure Council has a role in CBA approval process	9/6/2023
	3) Facility condition assessments part 2 work session (did P&R on 4-19-23) - <b>Oct '23</b>	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), first-was <b>2/19/25</b> , next is <b>3/19/25</b>	3/5/2025
	8) Bonding for City streets - explore for when asphalt plants will be in town during other projects	4/3/2024
	9) Code change to land disposal maps when a status change (time-frame for disposal post status chg)	9/18/2024
	10) Ordinance from CM to address cashflow issue for the \$3.9 or \$2.9M that has been used from the GF	11/6/2024
	11) Enterprise funds accounting procedures	11/6/2024
	12) Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223	12/4/2024
	13) Strategic review of City investments with Blake Phillips, ACPM (Blue Umbrella)	2/4/2025
B.	<b>Resolutions, Ordinances, other items that have been referred to staff</b>	date referred
	1) <b>Disposal of PWSSC Bldg</b> - referred until more of a plan for north harbor so the term of RFP would be known	1/19/2022
	2) <b>Res 12-18-36</b> re E-911, will be back when a plan has been made	12/19/2018
	3) Council to issue <b>RFP for Breakwater Fill Lot</b> - referred on 3/5/25 until new Council comes on	3/5/2025
C.	<b>Upcoming Meetings, agenda items and/or events: with specific dates</b>	
	1) Capital Priorities List, <u>Resolution 12-24-39</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:	
	4/16/2025	7/16/2025
	10/15/2025	1/21/2026
	3) Joint City Council and School Board Meetings - twice per year, May & October	
	before Council mtg in <b>May</b>	6pm @ CHS before Sch Bd mtg <b>Oct. or Nov.</b>
	4) Clerk's evaluation - each year in <b>Feb</b> (before Council changeover after Mar election) - next <b>Feb '26</b>	
	5) Manager's evaluation - each year in <b>Feb</b> - next one <b>Feb '26</b>	
	6) In <u>May</u> each year City will provide public outreach regarding beginning of bear season	photo by Wendy Ranney
	7) Each year in <b>June</b> Council will approve by Resolution, the School's budget and City's contribution	
	8) Quarterly work sessions on City finances (compare budget to actuals) - <b>April, July, Oct, Jan</b>	
D.	<b>Council adds items to Pending Agenda in this way:</b>	
	item for action	tasking which staff: Manager/Clerk?
	proposed date	
	1) ...	
	2) ...	
	3) ...	



12/5/2024

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



**City Council of the City of Cordova, Alaska**  
**Pending Agenda**  
**March 19, 2025 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

committee appointed 3/5/25

1- Kory Blake

2- Rod Jensen

3- Kelsey Hayden

4- Trae Lohse

5- Tyler Dillon

6- Jerry McCune

7- John Williams

**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

3-Dave Zastrow

5-Stormy Haught

2-Toni Godes

4-Ryan Schuetze

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 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, 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

Shipyard Expansion

Three-Stage Dock

**Public Works**

Water Infrastructure

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

Water Equipment

Vac truck

Backhoe

Sewer Infrastructure

Replacement/upgrade of wastewater plant and SCADA

Replacement/upgrade of all lift stations

Replacement of force main in Odiak Slough

Upgrade pipe infrastructure

Sewer Equipment

Dump truck

Backhoe

Streets Infrastructure

Storm drain systems upgrades - Council Ave. and Third St. aka "jailhouse door system"

Lake Ave. hillside

Evaluation of existing storm drain systems

Sixth St. and Seventh St. drainage, sidewalks, and street surface upgrades

Chase Ave. upgrades including sidewalks, drainage, and new surfacing

- Replace/upgrade pedestrian walkways (Fourth St. and Adams Ave.) (Council St.), and (Second St. to First St.)
- Streets equipment storage building
- Streets Equipment
  - Wheeled loader
  - Road grader
  - Backhoe
- Refuse Infrastructure
  - Landfill bear fence
  - Electricity to landfill
  - Equipment storage building
- Refuse Equipment
  - Dumpster truck
  - Residential truck
  - Skid steer

## **Public Safety**

- E-911 Implementation
  - Acquire and integrate new hardware and software for E-911
  - Update dispatch console
- Replace Radio Structure on Ski Hill
- Mile 5 Substation Code and ADA Compliance
- Engineering and Preliminary Design of Public Safety Building Prep Site

## **Parks and Recreation**

- Pool Infrastructure Code and ADA Compliance
  - 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
  - Structural repair
  - Code and ADA compliance
  - Facility improvements
- Eyak Lake Skater's Cabin
  - Demolish and replace
- Parks
  - Playground renovations
  - Replacement of playground equipment at Noel Pallas Children's Memorial Playground
- Upgrade 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  
Improve existing unimproved ROW's  
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 18<sup>th</sup> DAY OF DECEMBER 2024**









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

Attest:

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

# March 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
23	24	25	26	27	28	1
	Early Voting: City Election at Cdv Ctr/City Hall: 2/24 - 2/28 8a-5p					
2	3 Last day of Early Voting: City Election at Cdv Ctr/City Hall: 3/3 8a-5p	4  Cordova General Election 7am - 8pm CCA	5 7:00 Council reg mtg CCAB	6 CHS Basketball Interior Conference Tournament in CDV March 6-8, 2025	7  	8
9 	10	11	12	13 1A/2A State Basketball Tournament March 12 - 15	14 	15 
	CSD Spring Break Vacation Mar 10 - 14					
16	17 	18 5:30 CTC Board Meeting CCER	19 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	20 	21	22
23	24	25	26 6:00 Cncl wksn 7:00 Council reg mtg CCAB	27	28	29
		6:00 P&R CCM	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR		
30	31 Sewards Day Holiday City Offices closed	<b>Notes</b> Legend: CCAB-Community Rms A&B CCM-Mayor's Conf Rm HSL-High School Library CCA-Community Rm A CCB-Community Rm B CCR-Mayor's Conf Rm CCR-Ed-Ed 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				

# April 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10



7:00 Council reg mtg CCAB

Last day to appeal property assessments



Passover 4/12-20



5:30 CTC Board Meeting CCER

7:00 Council reg mtg CCAB



7:00 BOE Hearing CCAB



6:00 CEC Board Mtg CCER

12:00 Hosp Svc Bd HCR

6:00 P&R CCM

## 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



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

## Mayor and City Council - Elected

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

## Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, president</b>	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
	<a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>		
3 years	<b>Henk Kruithof</b>	March 5, 2024	March-27
	<a href="mailto:hkruithof@cordovasd.org">hkruithof@cordovasd.org</a>	March 2, 2021	
3 years	<b>Terri Stavig</b>	March 1, 2022	March-25
	<a href="mailto:tstavig@cordovasd.org">tstavig@cordovasd.org</a>		
3 years	<b>Peter Hoepfner</b>	Mar 5, 2024, Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-27
	<a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>		
3 years	<b>David Glasen</b>	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 2-19-25)

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

## Hospital Services - Board of Directors - Elected

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

## Library Board - Appointed

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

## Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Kris Ranney</b>	Dec '22	November-25
3 years	<b>Mark Hall, Vice Chair</b>	Nov '19, Dec '22	November-25
3 years	<b>Sarah Trumblee</b>	Dec '20, Dec '23	November-26
3 years	<b>Tania Harrison, Chair</b>	Mar '22, Dec '24	November-27
3 years	<b>Gail Foode</b>	Dec '23	November-26
3 years	<b>Chris Bolin</b>	Sep '17, Nov '18 Dec '21, Dec '24	November-27
3 years	<b>Sean Den Adel</b>	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 2-19-25)

# 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	Hein Kruithof	Dec '23	November-26

## 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	Gabrielle Brown	Jan '25	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	vacant, historical society member			November-27
3 years	Jamie Foode, professional member	Jan '25		November-27
3 years	Jim Casement, public member	Dec '23		November-26

seat up for re-election in Mar '24

vacant

board/commission chair

seat up for re-appt in Nov '25

(updated 2-19-25)