Mayor

Kristin Smith

Council Members

Debra Adams Aaron Hansen Kasey Kinsman Michael Mickelson Wendy Ranney

Cathy Sherman

David Zastrow

City Manager

Samantha

Greenwood

City Clerk

Susan Bourgeois

Deputy City Clerk

Colette Gilmour

Regular City Council Meeting April 16, 2025 @ 7:00pm **Cordova Center Community 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 Kristin Smith, Council members Debra Adams, Aaron Hansen, Kasey Kinsman, Michael Mickelson, Wendy Ranney, Cathy Sherman, and **David Zastrow**



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
- 3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)

4. Student Council Report - none

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

- 5. Minutes:
- for license #954 Reluctant Fisherman Bar and Restaurant

H. Approval of Minutes – in Consent Calendar

I. Consideration of Bids/Proposals/Contracts

8. Council action on award of RFP PW 25-02 Cordova Impound Lot...... (voice vote)(page 15) and Transfer Station Upgrades

J. Reports of Officers

- **9**. Mayor's Report.....(page 18)
- **10**. City Manager's Report

 - **b**. Mobile DMV notice......(page 22)
- c. Proper trash disposal during bear season......(page 23)
- 11. City Clerk's Report a. Council 2024 attendance report......(page 25)
- 12. Staff Reports 1Q, 2025 Quarterlies:
 - a. Cordova Historical Museum & Cordova Public Library, Director Ashley Bivin......(page 26)
 - b. Parks & Recreation Department, Director Samantha Hagerthy-Schneider......(page 32)
 - c. City Investments, Alaska Permanent Capital Management, *Blake Phillips*......(page 37)

d. Alaska Municipal League Investment Pool (AMLIP) 1Q 2025 Quarterly Lettere. Cordova Harbor & Port, Harbormaster <i>Tony Schinella</i>	(page 60)
f. Public Works Department, Director <i>Kevin Johnson</i>	(page 62)
K. Correspondence	(page 65)
L. Ordinances and Resolutions	
An ordinance of the Council of the City of Cordova, Alaska amending Cordova Mun section 7.40.030 adding clarification to the land disposal map noticing process	
16 . Resolution 04-25-08	(voice vote)(page 70)
A resolution of the Council of the City of Cordova, Alaska adopting the 2025 land disp	
17. Resolution 04-25-09	of Tract 9B,
M. Unfinished Business - none	
N. New & Miscellaneous Business	
18. Council action on disposal of Lot 4A, Block 3, USS3345	(voice vote)(page 123)
19 . Council action on disposal and method of disposal for	· · · · · · · · · · · · · · · · · · ·
20. Council action on disposal and method of disposal for a portion of Lot 2, Block 7A Tidewater Development Park (aka the old PWSSC building)	, , , , , ,
21. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists	(page 170)
O. Audience Participation	

P. Council Comments

Q. Executive Session

22. Council contract negotiation with City Clerk Susan Bourgeois, a matter the immediate knowledge of which would clearly have an adverse effect on the finances of the city.

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

if you have a disability that makes it difficult to attend city-sponsored functions, contact 907-424-6200 for assistance.

full City Council agendas and packets available online at 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

City Council Public Hearing March 5, 2025 @ 6:45 pm Cordova Center Community Rooms Minutes

A. Call to order

Mayor David Allison called the Council public hearing to order at 6:45 pm on March 5, 2025, in the Cordova Center Community Rooms.

B. Roll call

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

C. Public hearing

1. Ordinance 1229 An ordinance of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten-year lease with option to purchase with Emily Anderson and Skyler Newman, for Lot 15A, Block 5 of Odiak Park Subdivision

Mayor Allison opened the hearing for public testimony on Ordinance 1229 at 6:45 pm. There was no public testimony. **Mayor Allison** recessed the public hearing at 6:46 pm.

At 6:56 pm the Public Hearing was reconvened and there was still no members of the public interested in testifying.

D. Adjournment

Hearing no objection *Mayor Allison* adjourned the public hearing at 6:57 pm.

Approv	ed: April 10	6, 2025		
Attest:				
5	S us an Bou	ırgeois, CM	C, City Cle	rk



AGENDA ITEM 6 City Council Meeting Date: 4/16/25 CITY COUNCIL COMMUNICATION FORM

FROM: DATE:	Susan Bourgeois, City Clerk 04/09/25
ITEM: NEXT STEP:	Council option to protest/waive protest for renewal of Liquor License #954 Motion to waive protest via approval of consent calendar
-	ORDINANCE RESOLUTION X MOTION INFORMATION

- **I.** <u>REQUEST OR ISSUE:</u> A Cordova business, Reluctant Fisherman Bar and Restaurant, has applied for a Liquor License Renewal (Beverage Dispensary Tourism) with the State through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to waive right to protest the renewal.
- III. FISCAL IMPACTS: none, staff sees no reason to protest see background
- **IV. <u>BACKGROUND INFORMATION</u>:** Finance Staff and Deputy City Clerk have determined this business to be current in all financial obligations to the City (business licensure, sales tax, utilities & property taxes). Police Department has no public safety concerns about this business. Planning staff also has no concerns.
- V. <u>LEGAL ISSUES</u>: The local governing body's right to protest is defined in AS 04.11.480, attached.
- VI. <u>SUMMARY AND ALTERNATIVES:</u> Council approval of the consent calendar would constitute approval of this motion:

Council motion to waive it's right to protest the renewal of liquor license #954, Reluctant Fisherman Bar & Restaurant, Beverage Dispensary Tourism.



Department of Commerce, Community, and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE 550 West 7th Avenue, Suite 1600 Anchorage, AK 99501

Main: 907.269.0350

April 7, 2025

From: Alcohol.licensing@alaska.gov; amco.localgovernmentonly@alaska.gov;

Licensee: RF Hospitality, LLC

DBA: Reluctant Fisherman Bar and Restaurant

VIA email: s.m.hall@icloud.com; sarah@rfcordova.com;

CC: None

Local Government 1: Unorganized Borough

Local Government 2: Cordova

Via Email: cityclerk@cityofcordova.net; cgilmour@cityofcordova.net;

Community Council: n/a

Via Email: n/a

Re: Beverage Dispensary Tourism License #954 Combined Renewal Notice for 2025-2026 Renewal Cycle

License Number:	#954
License Type:	Beverage Dispensary Tourism
Licensee:	RF Hospitality, LLC
Doing Business As:	Reluctant Fisherman Bar and Restaurant
Physical Address:	407 Railroad Ave. Cordova, AK 99574
Endorsement Type(s):	Restaurant
Designated Licensee:	RF Hospitality, LLC
Phone Number:	916-335-1188; 435-494-9937
Email Address:	s.m.hall@icloud.com; sarah@rfcordova.com;

☑ License Renewal Application

☒ Endorsement Renewal Application

Dear Licensee:

Our staff has reviewed your application after receiving your application and the required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to the local governing body(s), your community council if your proposed premises are in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body(s) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the June 24th, 2025 board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the Alcohol.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

We have received completed renewal applications for the above-listed licenses within your jurisdiction. This is the notice required under AS 04.11.480. A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsements, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before the meeting of the local governing body.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

We have received a completed renewal application for the above-listed license (see attached application documents) within your jurisdiction. This letter serves to provide written notice to the above-referenced entities regarding the above application, as required under AS 04.11.310(b) and AS 04.11.525.

Please contact the local governing body with jurisdiction over the proposed premises for information regarding the review of this application. Comments or objections you may have about the application should first be presented to the local governing body.

If you have any questions, please email Alcohol.licensing@alaska.gov

Sincerely, Alysha Pacarro, Licensing Examiner II For Kevin Richard, Acting Director



Document reference ID: 4284

Application ID:

Renewal Application Summary

4284

License No:	954
License Type applied for Renewal:	Beverage Dispensary Tourism License (BDTL)
Licensee Name:	Rf Hospitality, Llc
Application Status:	In Review
Application Submited On:	11/19/2024 05:38 PM
Entity Information	
Business Structure:	Limited liability company
FEIN/SSN Number:	
Alaska Entity number (CBPL):	10184249

Entity Contact Information

Alaska Entity Formed Date:

Home State:

Entity Address: P.O. Box 680767, Park City, UT, 84068

Renewal Information

Are there any changes to your ownership structure that have not been reported to AMCO prior to this application?:

No

As set forth in AS 04.11.330, how many hours did you operate during the first calendar year for this renewal period?:

The license was regularly operated continuously throughout the first calendar year for this renewal period.

As set forth in AS 04.11.330, how many hours did you operate during the second calendar year for this renewal period?:

The license was regularly operated continuously throughout the second calendar year for this renewal period.

Please select the seasonality:

Year-round

Has any person or entity in this application been convicted or disciplined for a violation of Title 04, 3 AAC 304 or 305, or a local ordinance adopted under AS 04.21.010 in the preceding two calendar years?:

No

Have any notices of violation or citations been issued for this license during the preceding two years?:

No

Tourism Statement

Explain how issuance of a alcoholic beverage license at your establishment has/will encourage tourism.

The central focus of the business involves nourshing and enriching the lives of our out of town tourists since we are such a small fishing village. We offer our guests clean, comfortable, and affordable accommodation with all the amenities any traveler would expect and prefer to see in their hotel, including a welcoming environment for the guests to eat and drink. Since we are a tourist 6

destination, it is important that we provide our guests with the amenities such as local Alaskan beers and spirits so they can fully enjoy their trip to our lovely town of Cordova. Many guests love the Alaskan ales we serve on tap that are often enjoy with our local alaskan halibut fish and chips.

Explain how the facility was/will be constructed or improved as required by AS 04.11.400(d)(1)

This facility is located at 407 Railroad Ave. Cordova, Alaska 99574. As such it is ideal for travelers who want a comfortable overnight stay in a clean, comfortable, location conveniently located in beautiful Cordova area. The singular building encompasses the inn and restaurant which is really convenient for our guests who usually do not have a car as there is no road in/out. The original building was constructed in the 1970s but there have been some upgrades.

Does the licensee or applicant for this liquor license also operate the tourism facility in which this license is located?	Yes
Do you offer room rentals to the traveling public?	Yes
How many rooms are available?	45
How many of the available rooms (if any) have kitchen facilities (defined as: a separate sink for food preparation along with refrigeration and cooking appliance devices, including a microwave)?	2
Do you stock or plan to stock alcoholic beverages in guest rooms?	No
Is your facility located within an airport terminal?	No

If your establishment includes a dining facility, please describe that facility. If it does not please write "none".

Yes we have a lovely dining facility that sits overlooking the Cordova harbor and Prince William Sound. We pay homage to our local natural habitat with artwork on the walls showcasing our mountains, fishing industry, skiing hill, glaciers, and native communities. We offer a full service menu for lunch and dinner everyday to ensure we keep our guests happy.

If additional amenities are available to your guests through your establishment (eg: guided tours or trips, rental equipment for guests, other activities that attract tourists), please describe them. If they are not offered, please write "none".

Yes, we are a short walk to our incredible community center which includes are museum and library overlooking the harbor; we have a fitness Center that includes an indoor basketball court and sauna; there is also an indoor heated swimming pool and children's playground all within a short walk. We also recommend many tours with other locals so our guests can experience more of Cordova.

Attestations

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 305, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.

I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.

I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license and have provided all required documents for any new or changes of officers.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 305.700.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Signature

This application was digitally signed by: sarah hall on 11/19/2024 05:43 PM

Payment Info

Payment Type: CC

Payment Id: 52038eec-ca77-4b53-bf8d-e58723f4a056

Receipt Number: 100964343

Payment Date: 11/19/2024 5:44:43 PM



Document reference ID: 4284

Licensing Application Summary

Application ID: 4284

Applicant Name: Rf Hospitality, Llc

License Type applied for: Beverage Dispensary Tourism License (BDTL) (AS

04.09.350)

Application Status: In Review

Application Submitted On: 11/19/2024 05:38 PM

Entity Information

Business Structure: Limited liability company

Alaska Entity Number (CBPL): 10184249

Entity Contact Information

Entity Address: P.O. Box 680767, Park City, AK, USA

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Rf Hospitality, Llc	Hh Investors Llc	Member	82
Rf Hospitality, Llc	1101 Management Llc	Member	9
Rf Hospitality, Llc	Paul Krekow	Member	9

Premises Address

Address: 407 Railroad Ave, Cordova, AK, USA

Does the proposed site include a valid street address?

Yes

Basic Business information

Business/Trade Name:

Reluctant Fisherman Bar and Restaurant

Local Government and Community Council Details

City/Municipality Cordova

Borough Unorganized Borough

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

The proposed changes conform to all applicable public health, fire, and safety laws.

Signature

This application was digitally signed by: sarah hall on 11/19/2024 5:43:24 PM

Payment Info

Payment Type: CC

Payment Id: 52038eec-ca77-4b53-bf8d-e58723f4a056

Receipt Number: 100964343

Payment Date: 11/19/2024 5:44:43 PM

Alaska Statutes

Sec. 04.11.480. Protest.

- (a) A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and in no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer. The local governing body may protest the continued operation of a license during the second year of the biennial license period by sending the board and the licensee a protest and the reasons for the protest by January 31 of the second year of the license. The procedures for action on a protest of continued operation of a license are the same as the procedures for action on a protest of a renewal application. The board shall consider a protest and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application or continued operation, and the protest and the record of the hearing conducted under AS 04.11.510(b)(2) or (4) shall be kept as part of the board's permanent record of its review. If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.
- (b) If the permanent residents residing outside of but within two miles of an incorporated city or an established village wish to protest the issuance, renewal, or transfer of a license within the city or village, they shall file with the board a petition meeting the requirements of AS 04.11.510(b)(3) requesting a public hearing within 30 days of the posting of notice required under AS 04.11.310, or by December 31 of the year application is made for renewal of a license. The board shall consider testimony received at a hearing conducted under AS 04.11.510(b)(3) when it considers the application, and the record of a hearing conducted under AS 04.11.510(b)(3) shall be retained as part of the board's permanent record of its review of the application.
- (c) A local governing body may recommend that a license be issued, renewed, relocated, or transferred with conditions. The board shall consider recommended conditions and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application or continued operation, and the recommended conditions and the record of the hearing conducted under AS 04.11.510(b)(2) or (4) shall be kept as part of the board's permanent record of its review. If the local governing body recommends conditions, the board shall impose the recommended conditions unless the board finds that the recommended conditions are arbitrary, capricious, or unreasonable. If a condition recommended by a local governing body is imposed on a licensee, the local governing body shall assume responsibility for monitoring compliance with the condition, except as otherwise provided by the board.
- (d) In addition to the right to protest under (a) of this section, a local governing body may notify the board that the local governing body has determined that a licensee has violated a provision of this title or a condition imposed on the licensee by the board. Unless the board finds that the local governing body's determination is arbitrary, capricious, or unreasonable, the board shall prepare the determination as an accusation against the licensee under <u>AS 44.62.360</u> and conduct proceedings to resolve the matter as described under <u>AS 04.11.510(c)</u>.

Article 7. Board Procedures.

Sec. 04.11.510. Procedure for action on license applications, suspensions, and revocations.

- (a) Unless a legal action relating to the license, applicant, or premises to be licensed is pending, the board shall decide whether to grant or deny an application within 90 days of receipt of the application at the main office of the board. However, the decision may not be made before the time allowed for protest under AS 04.11.480 has elapsed, unless waived by the municipality.
- (b) The board may review an application for the issuance, renewal, transfer of location, or transfer to another person of a license without affording the applicant notice or hearing, except
- (1) if an application is denied, the notice of denial shall be furnished the applicant immediately in writing stating the reason for the denial in clear and concise language; the notice of denial must inform the applicant that the applicant is entitled to an informal conference with either the director or the board, and that, if not satisfied by the informal conference, the applicant is then entitled to a formal hearing conducted by the office of administrative hearings (AS 44.64.010); if the applicant requests a formal hearing, the office of administrative hearings shall adhere to AS 44.62.330 44.62.630 (Administrative Procedure Act); all interested persons may be heard at the hearing and unless waived by the applicant and the board, the formal hearing shall be held in the area for which the application is requested;
- (2) the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection; the board shall send notice of a hearing conducted under this paragraph 20 days in advance of the hearing to each community council established within the municipality and to each nonprofit community organization entitled to notification under AS 04.11.310(b);
- (3) if a petition containing the signatures of 35 percent of the adult residents having a permanent place of abode outside of but within two miles of an incorporated city or an established village is filed with the board, the board shall hold a public hearing on the question of whether the issuance, renewal, or transfer of the license in the city or village would be in the public interest;
- (4) if a protest to the issuance, renewal, transfer of location or transfer to another person of a license made by a local governing body is based on a question of law, the board shall hold a public hearing.
- (c) Unless the grounds for the suspension or revocation are under AS 04.11.370(a)(4), board proceedings to suspend or revoke a license shall be conducted in accordance with AS 44.62.330 44.62.630 (Administrative Procedure Act), except that the licensee is entitled to an opportunity to informally confer with the director or the board within 10 days after the accusation is served upon the licensee. Notice of the opportunity for an informal conference shall be served upon the licensee along with the accusation. If an informal conference is requested, the running of the period of time specified in AS 44.62.380 for filing a notice of defense is tolled from the date of receipt of the request for the conference until the day following the date of the conference unless extended by the board. After the conference, the licensee, if not satisfied by the results of the conference, may obtain a hearing by filing a notice of defense as provided in AS 44.62.390. If the grounds for suspension or revocation are under AS 04.11.370(a)(4), the licensee is not entitled to notice and hearing under AS 44.62.330 44.62.630 on the merits of the suspension or revocation. However, the board shall afford the licensee notice and hearing on the issue of what administrative sanction to impose under AS 04.16.180.

P.O. Box 304 Cordova, AK 99574 (907) 424-6100 info@cordovafire.org



Mayor Smith
Cordova City Council

Please include this as an action item for the City Council meeting on April 16, 2025.

The Cordova Volunteer Fire Department is requesting confirmation of the following elected Chief Officers as of April 3, 2025, during our annual department elections.

It is with great pleasure that we announce.

Fire Chief – Stephen Phillips. Mr. Phillips has been an active member of the CVFD since 2015. And has moved up in the ranks from Firefighter to Lieutenant to Captain of the Engine Company to Deputy Chief and now has been elected Fire Chief of the organization.

Deputy Fire Chief – Micah Renfeldt. Mr. Renfeldt has been an active member of the CVFD since 2010. And has moved up in the ranks from Firefighter to Lieutenant to Captain of the Rescue Company and has now been elected Deputy Fire Chief of the organization.

In accordance with Title 3 of the City Municipal Code.

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

Sincerely,

CVFD Board of Managers

Mary Underwoods Alysha Cypher Jacob Hand



AGENDA ITEM 8 City Council Meeting Date: 4/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM: DATE:	Kevin Johnson, Public Works Director 4/10/25	
ITEM: NEXT STEP:		
	ORDINANCE RESOLUTION X MOTION INFORMATION	

I. <u>REQUEST OR ISSUE:</u> This form constitutes the memorandum required per Code per 7.10.040, setting forth the following:

A. Identity of Contractor: Cordova Powersports LLC

B. Contract Price: \$135,000.00

C. Nature & quantity of the work that the City shall receive under the contract:

The project includes two components. The first component consists of the construction of a 170'X60' secured impound lot. The second component consists of expanding the public drop off area.

D. The time for performance under the contract:

The contract will be completed by September 1st.

- **II.** <u>RECOMMENDED ACTION / NEXT STEP:</u> Suggested motion: "I move to direct the City Manager to negotiate a contract with Cordova Powersports LLC, to provide the construction services outlined in RFP PW-25-02, for a sum not to exceed One Hundred Thirty-Five Thousand Dollars (\$135,000.00)".
- **III. FISCAL IMPACTS:** This project will be funded with the funds that were received from the sale of the old impound lot in the North Fill Industrial Park. Additional funds will be used from the Refuse departments budget. No new money is requested for this project.
- **IV. BACKGROUND INFORMATION:** When the city owned land that was used for the old impound lot, located in the north fill industrial area, was made available on the Land Disposal Maps it

was agreed upon by council that a new, secured, impound lot was needed to be constructed and that it would be funded by the sale of the old impound lot property.

The Police Department has made it known that a secured impound lot is necessary for them to comply with storage requirements of impounded vehicles that are part of active investigations or court cases. That is why many impounded vehicles are left in front of the police station and not taken to the temporary impound lot on Copper River Highway. Staff worked with the Police Department and the Streets Division to determine their needs for a secured impound lot. It was determined that an area of roughly 170'X60' feet would be needed. This area will be enclosed with an 8-foot-tall chain-link fence topped with barb wire and have two separate vehicle access gates. Additionally, two security cameras will be installed to monitor the area.

An additional component of this project consists of excavating a 100'X60' area on the north side of the property to expand the public drop off area. This will allow for Refuse staff to relocate all dumpsters to the front of the facility. This will keep the public from entering the rear of the facility which is a safety issue for both the public and Refuse staff. It will also create more space for Refuse staff to efficiently process materials that are received at the facility.

An RFP was issued soliciting services to construct a new impound lot at the Whitshed Transfer Station. At closing of the RFP submittal period, three proposals were received from qualified firms. Following a review of the proposals by a review committee, Cordova Powersports LLC was determined to be the winning proposal.

Per CMC 7.10.040, "No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the" items described above in item I of this memo.

V. <u>LEGAL ISSUES</u>: The RFP adheres to the City Code 7.10.110 - Competitive sealed proposals, and this memo reflects requirements of 7.10.040.

VI. <u>SUMMARY AND ALTERNATIVES</u>: Council could choose not to approve the contract. If a contract is not approved, a secured impound lot will not be constructed and impounded vehicles will continue to be stored in front of the police station and at the city lot on Copper River Highway.

7.10.040 Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 809 (part), 1998; Ord. 874, 2000; Ord. 1019 § 1, 2008; Ord. No. 1093, § 1, 1-4-2012; Ord. No. 1222, § 1, 10-23-2024, eff. 1-1-2025)

7.10.110 Solicitation and acceptance of bids.

- A. The City Manager shall initiate competitive sealed bidding by issuing an invitation for bids. The invitation for bids shall state, or incorporate by reference, all specifications and contractual terms and conditions applicable to the procurement.
- B. Public notice of the invitation for bids shall be published at least once not less than fourteen days before the last day on which bids will be accepted. The notice also shall be posted at the Cordova post office or such other place in the city designated by the council that is accessible to the public. The contents of the notice shall be sufficient to inform interested readers of the general nature of the supplies, services or construction being procured and the procedure for submitting a bid. The City Manager shall mail or otherwise deliver notices to prospective bidders that have registered their names and addresses on a current bidders' mailing list maintained by the City. The City Manager shall keep a written record of the name of each person receiving notice and of the date and manner of delivery. The failure of any person to receive notice under this subsection shall not affect the validity of any award or contract.
- C. The terms of an invitation for bids may be modified or interpreted only by written addendum issued by the City Manager. Addenda to bids shall be sent to each recipient of the original bid documents. A bid may be considered responsive only if it acknowledges receipt of all addenda except for any addendum that the City Manager determines in writing would have no material effect on the terms of the bid.
- D. Sealed bids shall be submitted by mail, delivery service or in person at the place and no later than the time specified in the invitation for bids. Bids not submitted at the proper place or within the time specified shall not be opened or considered.
- E. Bids shall be opened at the time and place designated in the invitation for bids. All bid openings shall be open to the public. Bids are not open to public inspection until after the notice of intent to award a contract is issued. The City Manager shall tabulate the amount of each bid and shall record such other information as may be necessary or desirable for evaluation together with the name of each bidder. The tabulation shall be open to public inspection, and a copy of the tabulation shall be furnished to each bidder. To the extent the bidder designates in writing and other provisions of law permit, trade secrets and other proprietary data contained in a bid document shall be withheld from public inspection.
- F. Bids shall be accepted unconditionally without alteration or correction. No criteria except those set forth in the invitation for bids, including all specifications and addenda, may be used in determining the low bidder and the responsiveness of bids.

(Ord. 809 (part), 1998; Ord. No. 1203, § 10, 9-21-2022; Ord. No. 1222, § 1, 10-23-2024, eff. 1-1-2025)

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CITY OF CORDOVA, MAYOR'S REPORT

April 8, 2025

Here's a brief summary of some topics I've conversed or read about in the past two weeks:

Eyak Lake weir. I talked with Kate Morse of the Copper River Watershed Project about funding to reconstruct the Eyak Lake weir. Funding is coming from two primary sources, the EVOS Trustee Council and Federal Highways Administration (each has their respective hangups due to the seismic changes happening at federal agencies). Kate has two possibilities for the City to consider, and she'll write directly to the Council with more detail:

- 1. "If we are able to move forward with procuring the steel sheetpile and bringing it to Cordova, we will need a place to store it. Maybe the City could help with a storage location?
- 2. In our process to move forward in purchasing the steel, we will be issuing a contract just for the steel purchase. This is new territory, and it'd be great if there was an option for some legal assistance to review the contract on our behalf."

Housing. I read recently about the <u>Incremental Development Alliance</u>, which offers training and coaching to help communities increase their housing stock. I'm working on getting in touch with them to request that they provide a workshop for us to help us increase our own, local development capacity.

Federal funding. Programs we need to be advocating for, I think, include Essential Air Service, Secure Rural Schools, and NOAA's weather and fisheries data collection. What are the others that we should add to the watch list?

We've all heard about our legislators and journalists asking for specific examples of federal employees we might know of who have lost their jobs – that's certainly important here. The loss of a even a handful of jobs reverberates through a small economy like ours pretty quickly. The wholesale slashing of federal agency work will also have enormous effects on research, resource management, and recreation facilities. For us I think this means the Chugach National Forest and NOAA, primarily. To quote a colleague who was writing for another context (but her observation still applies), "The Forest Service's work, like many federal agencies, often goes unnoticed, but the impacts of RIFs and reduced funding will soon be undeniable as wildfire and peak recreation season are upon us."

Shepard Point Road and the IRT. Collin Bronson, the Project Lead for this project, responded with information about the Innovation Readiness Team: "I will say that the IRT footprint this year is far smaller than last year and their time in Cordova is shorter as well, so extra work opportunities are limited. They are currently staying at the Coast Guard facility at the airport and will move to the High School gym in early June until departure mid-July."

Enviro- Tech Diving

(206)257-7250

P.O. Box 490 Stanwood, WA 98292

ohopps@etdiving.com, bwickman@etdiving.com, tjewell@etdiving.com

(Will be in Cordova working from April 12 - 20, 2025)

Estimates for an assessment of the pilings:

2 Days labor to conduct a Condition Assessment Survey of the above and below structural features at the City of Cordova Science Center Dock Facility. Estimate includes labor, consumables, and equipment required for project. \$9,700.10

Deliverables include Written Condition Assessment, Map of dock and pile conditions and underwater photography of piles.

Dave Roemhildt Facility Contractors, LLC (907)253-7500 david@facilitycontractors.com

Structural repair of the existing dock with building intact above.

MINIMUM scope of work:

- Repair of 13 piles with full jackets and grout. (4 piles deteriorated, 9 piles checked)
- Replacement of all X-bracing. 1480 l.f. of lumber.
- Replacement or repair of 120 l.f. of pile cap.
- Replacement or repair of 20 joists at D6/7 to F6/7. Joist tails rotten and failed at E6/7.

We estimate that these repairs can be made for \$347,000.

Estimates for demolition of the building and additionally the dock:

Demolition of building.

MINIMUM scope of work:

- Removal of building from dock structure.
- Demolition of electrical service terminated at CEC junction cabinet on Breakwater Ave.
- Demolition of water and sewer utilities terminated under boat grid approach ramp.

- Equipment used for demolition to be limited by weight specified by City.
- Disposal fees.
- EXCLUSIONS. Hazardous material remediation/mitigation/disposal (none known).
- Repair to dock structure or decking (currently concealed) once building removed.
- Saving or storage of any demolition materials (doors, windows, roofing, siding).

We estimate that this demolition can be accomplished for \$110,000.

Removal of pile dock structure under building.

MINIMUM scope of work:

- Removal and disposal of all deck and top work.
- Removal and disposal of all X bracing material.
- Removal of 63 piles (cut at mud line or pull.)
- Removal of steel barge hull and tanks.
- EXCLUSIONS: Hazardous material remediation/mitigation/disposal beyond creosote and pressure treated lumber.

We estimate that this demolition and disposal can be accomplished for \$167,000.

John Baenen, Wilson Construction, Inc.

(907) 424-3452

wilsonc1@ak.net

P.O. Box 813 Cordova, AK 99574

Per your email and pictures, I'm going to guesstimate that it be about 14 days of work on the building Demo and about 7 to 10 days on the dock part. Below prices are subject to a more detailed onsite inspection of the project.

So that would run \$18,060 per day for our barge and ZX870 long reach excavator equipped with a hydraulic clam times 14 days = \$252,840 for the building Demo including time to load into your trucks. (See attached pictures of a recent dredging job)

For the Dock structure underneath over to and including the Gazebo structure we estimate that would take 7 to 10 days again at \$18,060 per day. We feel we could pull everything but the piling with the ZX870 excavator but would most likely have to bring the barge back to Valdez to load a crane onboard to pull the piling. It appears there are about 75 pilings to pull from the pictures. At 10 days including loadout of piles to your trucks that would be \$180,600. There also would be a Mobe / Demob fee of LS \$30,000 each. So summarized below.

The trucking for the science center demo ballpark price would be approx \$75,000. The city of Cordova landfill fees would be approximately \$20,000.

The tracking for the pilot line would be approximately \$8000. And the city of Cordova landfill fees would be approximately \$3000.

2- Mob / Demob's	LS	\$60,000
Building Demo		\$252,840
Trucking Building Demo		\$75,000
Building Landfill Fees		\$20,000

Tracking for the Pilot Line \$8,000

Approximate Total for Building Demo \$340,840

<u>Dock Demo</u> \$180,600

Additional Landfill Fees \$3,000

Approximate Total Building + Dock Demo \$524,440

Estimates for Dredging the Tidelands and Material Remediation from PIDP Grant application:

Cost Breakdown taken from the 2024 Update – Cordova North Harbor Modernization										
Description	QTY	Unit of	Unit Cost	Total Cost						
Measurement										
Dredging	1.00	LS	\$1,511,581.38	\$1,511,581.38						
Dredging	21,000.00	CY	\$33.48	\$703,107.84						
Contaminated Dredge Material Remediation - Allowance for Boat Grid Area										
	1,000.00	CY	\$808.47	\$808,473.54						

\$3,023,162.76

Approximate Total

Mobile DMV Coming to Cordova – Register for REAL IDs and Driving Tests

The Mobile DMV is coming to Cordova soon.

You can:

- Apply for a REAL ID
- Take a road (driving) test

How to Sign Up

Before the DMV visit, you must register in person.

Where to register: Cordova Legislative Information Office (LIO) 418 First Street (at the corner of Council

Avenue and First Street)

When to register: Monday through Friday 8:00 a.m. to 4:00 p.m. Between April 14 and April 25

What to Bring

You must bring required documents when you register. The LIO Office has a checklist to help you.

To get the checklist or ask questions, contact Amy:

Phone: (907) 424-5461

Email: LIO.Cordova@akleg.gov

Only people who register and show the correct documents will be seen by the Mobile DMV.

Other DMV Services

If you need a DMV service that cannot be done online, tell Amy. She will ask the DMV if they can offer that service during the visit.

What Happens Next

We will send the list of registered people to the DMV on April 25. Then, the DMV will decide the date for their visit to Cordova.

Frequently Asked Questions

Is there an age limit to get a REAL ID? No. Anyone can get a REAL ID.

What documents do minors need? Minors need the same documents as adults. If a child uses a parent's address, bring documents showing the legal relationship. Examples: birth certificate, court papers, marriage or divorce papers. You can also use a PFD application if it includes the child's name, a physical address, and shows "ELIGIBLE" or "PAID." If the child has a different last name than the parent, you'll need to show legal papers that explain why - such as a marriage license, divorce papers, or name change document.

How much does a REAL ID cost? A Class D REAL ID costs **\$40**. A full list of fees can be found on the DMV website: <u>License Fees, Division of Motor Vehicles</u>, <u>State of Alaska</u>

For more fee details and more FAQs, visit the Alaska DMV website: <u>REALIDUPDATE</u>, <u>Division of Motor Vehicles</u>, <u>State of Alaska</u>



BEAR SEASON AND PROPER TRASH DISPOSAL

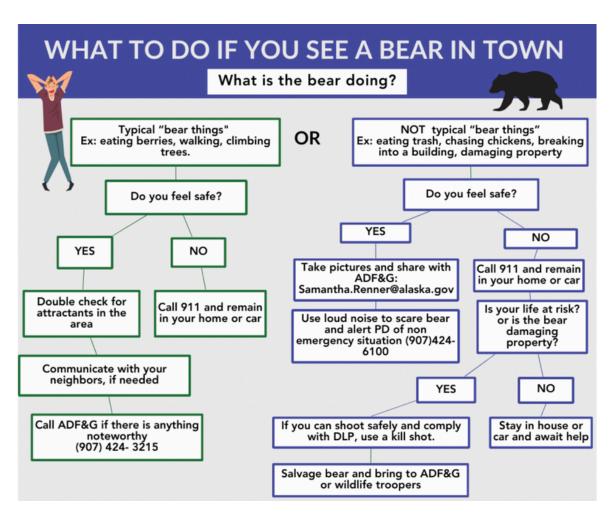
Steer clear of fines and risky bear encounters by adhering to these guidelines.

GUIDELINES FOR PROPER TRASH DISPOSAL

- When utilizing the burn pile and fish cleaning stations, be cautious and aware of your surroundings. Keep bear spray with you, if possible, and read up on the instructions for proper usage.
- At fish cleaning stations, ensure fish carcasses are deposited deep into the water using the chutes. Remember to clean the tables afterward.
- Only burnable items like wood, paper, brush, and cardboard should be placed in the burn pile. Avoid food scraps. Misuse of the burn pile can lead to fines for littering and feeding wildlife.
- Active Water/Sewer/Garbage account holders can dispose of trash for free at the Whitshed Road Transfer Site (Baler) from 7:00 AM to 3:30 PM, Monday to Saturday.
- Adhere to City Ordinance 1206, which states that trash should only be placed outside starting from 6 AM on your designated pickup day. Early placement can attract bears and lead to fines for feeding wildlife and littering.
- For neighborhoods that use dumpsters, please ensure the bar is lifted and secured with the attached carabiner (clip) after trash is placed in the dumpster.

Let's keep working together to maintain the safety and cleanliness of our community!

The following link directs you to a page on the Alaska Department of Fish and Game website. This page offers details about bear spray and general information about bears: https://www.adfg.alaska.gov/index.cfm?adfg=livingwithbears.main





	COUNCIL ATTENDANCE RECORD												
	JANUARY - JUNE 2024												
				J	ANUA	<u> KY-J</u>	UNE	<u> 2024 </u>					
		01/03/24	01/17/24	02/07/24	02/21/24	03/06/24	03/20/24	04/03/24	04/17/24	05/01/24	05/15/24	06/05/24	06/19/24
	Mayor Allison	Z	٧	٧	٧	٧	٧	٧	٧	С	٧	٧	С
A	Tom Bailer	Z	Z	Z	Z	Z	Z	Z	Z	а	٧	٧	а
В	Cathy Sherman	٧	٧	u	Z	Z	u	Z	٧	n	٧	Z	n
C	Kasey Kinsman	u	٧	٧	Z	٧	٧	٧	٧	С	٧	е	С
D	Wendy Ranney	٧	٧	٧	٧	٧	Z	Z	٧	е	٧	٧	е
E	Dave Zastrow (Schaefer) previous				er pre-elect	ion		٧	٧	ı	٧	٧	I
F	Kristin Carpenter	٧	٧	٧	٧	Z	٧	٧	٧	е	٧	Z	е
G	Ken Jones	Z	е	е	٧	٧	٧	٧	٧	d	Z	٧	d

		JULY - DECEMBER 2024											
		07/03/24	07/17/24	08/07/24	08/21/24	09/04/24	09/18/24	10/02/24	10/23/24	11/06/24	11/20/24	12/04/24	12/18/24
	Mayor Allison	٧	С	٧	٧	٧	٧	٧	٧	٧	٧	٧	٧
A	Tom Bailer	٧	а	Z	Z	Z	٧	Z	Z	Z	Z	Z	Z
В	Cathy Sherman	Z	n	е	Z	е	٧	u	٧	Z	Z	Z	٧
C	Kasey Kinsman	٧	С	٧	٧	٧	٧	٧	٧	Z	Z	٧	٧
D	Wendy Ranney	٧	е	٧	е	٧	٧	е	٧	٧	٧	٧	٧
E	Dave Zastrow	Z	I	٧	٧	е	е	٧	٧	٧	Z	Z	٧
F	Kristin Carpenter	٧	е	Z	٧	٧	٧	Z	٧	Z	Z	Z	٧
G	Ken Jones	٧	d	٧	Z	٧	٧	е	Z	Z	Z	Z	٧

LEGEND								
	previous council member i.e. pre-2024 election							
	canceled mtg							
	absence - either e or u (excused or unexcused)							
tc or z	tc or z tc - teleconferenced or z - zoom							
V	V - vacant							
٧	in person attendance							

		2024 record		21 regular mtgs				
		present	excused	unexcused	% present	% present or excused	# of mtgs attended in person	of mtgs attended % in person
_	Mayor Allison	21	0	0	100.00%	100.00%	20	95.24%
A	Tom Bailer	21	0	0	100.00%	100.00%	4	19.05%
В	Cathy Sherman	16	2	3	76.19%	85.71%	7	43.75%
C	Kasey Kinsman	18	1	1	85.71%	90.48%	16	88.89%
D	Wendy Ranney	19	2	0	90.48%	100.00%	17	89.47%
E	Dave Zastrow	13	2	0	86.67%	100.00%	10	76.92%
F	Kristin Carpenter	21	0	0	100.00%	100.00%	14	66.67%
G	Ken Jones	18	3	0	85.71%	100.00%	11	61.11%

Section 2-8. Mayor and Council: Absences to terminate membership

If the mayor or any council member is absent from more than one-half of all the regular meetings of the council held within any period of four consecutive calendar months, without being excused from attending such meetings, the council shall declare the mayor's office or that member's seat vacant.

The council shall determine whether any absence is excused. (Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).

3.12.022 Absences to terminate membership.

- A. If a council member is absent from more than one-half of all the regular meetings of the council held within any period of four consecutive calendar months, without being excused from attending such meetings, the council shall declare the member's seat vacant. The council shall determine whether any absence is excused.
- B. For purposes of this section, an absence will be considered excused if due to the following causes and shall require approval by council at the next regularly scheduled meeting:
- 1 The illness or injury of the council member or a family member;
- 2 The death of a family member;
- 3 An employment-related commitment;
- 4 A commitment for city business; or
- 5 Other good cause approved by the council.
- C. Whenever possible, absences should be noticed to the city clerk prior to the meeting for purposes of securing a quorum at the meeting.
- D. A council member may participate in a council meeting by teleconference. (Ord. 957 \S 2, 2004).

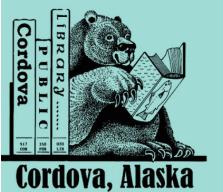
1st Quarter 2025 Report











Qt1	Patron Visitors	Circulation	ILL Loans	Youth Program	Adult Programs	Family Programs
January	1,499	982	7	124	83	10
Feb	1,058	991	12	94	14	208
March	999	1007	4	X	39	68
Totals	3556	Y 2980	<u>23</u>	7 272	V 136	▼ ▲286
				Digital		Libby-
	In	Virtual	Reference	Reference	Computer	AK
Qt1	person	Attendance	Questions	Question	Usage	Digital
January	67	1	84	67	164	435
Feb	316	0	99	39	130	346
March	161	0	150	41	122	388
Totals	•	•				

▲- higher than 2024

V- lower than 2024

Youth Programs- After School Art, Story Time, Quest Club, Classroom Visit

Adult Programs- Poetry Nights, Mug Up, Quest Club, Silent Reading Club, Author Talks

Family Programs- FOL Movies, Iceworm Puzzle Race

Virtual Attendance- Poetry Nights

Mug Up

Cristina Vican & Eowyn Gordon

Every Thursday at 1:30 pm 25 attendees

2 average attendees

Storytime

All Staff

Every Wednesday at 12 pm 64 attendees

6 average attendees

Silent Reading Club

Anna Hernandez & Susan Roesbery

3rd Thursday of every month at 5:30 pm 12 total attendees, 4 average attendees

After School Art

Paula Payne

Every Friday at 1 pm

175 total attendees, 18 average attendees

Mr. Whitekeys

FOL

68 patrons

Monthly Poetry Session

Jillian Gold + Eowyn Gordon

Every Last Friday of the Month at 6pm 11 attendees

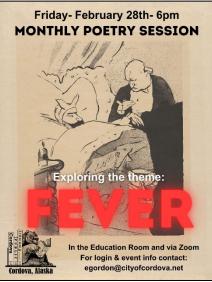
Classroom Visit

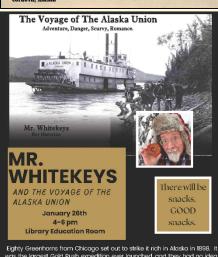
Eowyn Gordon

33 attendees







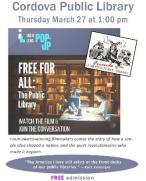


Iceworm Puzzle Race
All Staff
28 attendees
Quest Club
Susan Roesbery

21 attendees **FOL Movies**

FOL MOVIE

Paula Payne







Weeding Project

- We have weeded 1,071 books from our collection this year
- 51% of the books we weeded had never circulated (at least since we switched over to Destiny Follet)
- 69% of books were weeded for Infrequent Circulation
- 23% were weeded for damage
- 44% of the books we weeded were donations
- Their average publication date was 1994
- The average date last circulated was 2019
- If we input all books with no registered circs as having been checked out 1/1/2000, the average date last circulated is 2009

Reason	Copies	Percentage
Duplicate	30	3%
Infrequent Circulation	712	69%
Outdated	59	6%
Poor Condition/Damage	236	23%

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	Cardeno, Manke
	& THE RAMES & TOUGHT CO.
G. mariananana	Constitution of the second sec

Circulation	Copies	Percentage
0	592	51%
1	224	19%
2	118	10%
3-10	215	18%
10+	22	2%

Library Updates and Projects

- We have weeded easy, leveled readers, YA, and begun easy nonfiction.
- Moved foreign language children's books to the Easy room.
- Caught up on backlog of McNaughton's and JLGs.
- Launched/created 3 new programs: Mug Up, Silent Reading Club, and Quest Club.
- Reclassified and moved YA graphic novels & manga.
- Input **181** new books (big shout out to Susan!).
- Partnered with Alaska Public Media to air the documentary Free for All.

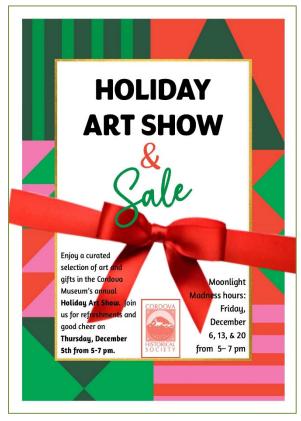
Visitation: 890 Last Year: 1049

• Visitors were from:

- Alaska: Cordova, Homer, Seward, Fairbanks, Wasilla, Glennallen, Valdez, Petersburg, Big Lake, Palmer, Anchorage, Delta Junction, Kodiak, Girdwood, Sterling, Eagle River,
- o **United States:** Utah, California, Washington, Hawai'i, Minnesota, Illinois, Idaho, Wyoming, Texas, New York, Michigan, Tennessee, Kentucky
- o International: New Zealand, Australia,

Copper River Gallery Events:

Jan: Continuation of Holiday Art Show



Show Opening:

Date: Thursday: Dec 5th

Time: 5pm to 7pm

Attendance: 50 people

Feb: Iceworm Photo Show



Show Opening:

Date: Thursday: Feb 2nd

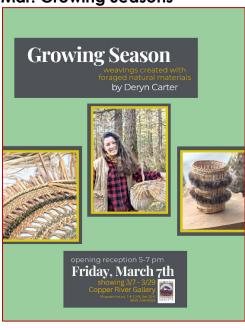
Time: 5pm to 7pm

Attendance: 70 people

Opening after Saturday Iceworm

Parade

Mar: Growing Seasons



Show Opening:

Date: Saturday Feb 2nd

Time: 5pm to 7pm

Attendance: 70 people

Second Quarter 2025 Gallery Exhibits:

Apr: Figurative Art Show May: By Sea or By Air June: Susan Ogle Museum and Library Directors Report:

The Museum is continuing to develop long term exhibits plans, with hiring of the new curator in the Fall we are working closely with the Cordova Historical Society to create an updated exhibit development plan to expand the interactive activities within the exhibit. During the first quarter Jamie Foode started the AASHL class called Caring for Museum Collections. This class is setting up Jamie with skills to care for the museum exhibit. She has also started working on the back log of collection items within the Museum's Archive and developing a plan to start a complete inventory plan this summer.

Ashley Bivin is working with the Cordova Chamber of Commerce taking the RISE program that is helping businesses and organizations in Cordova to set up programs for sustainable tourism. With this program Ashley is reworking the Museum's walking tour offering with the cruise ships and opening the program to the public and conference events.

The library is continuing the weed project started in the summer of 2024. The Head Librarian Eowyn Gordon is leading this project. The library collections that we are currently weeding are the easy readers, JLG collection, and Young Adult collections. Ashley Bivin and Eowyn Gordon took the Library Leader's class through the infopeople's program, this class propose was to develop leadership skills in emerging librarians. Ashley Bivin and Eowyn Gordon are collaborating with the Prince William Sound College to host a family literacy night in April and developing plans with Friends of the Library to develop the summer reading program. The theme is Level up your reading. We will be hosting 3 reading categories, Kids, teens, and Adults to track your hours and see who will read the most hours this summer!

Respectfully submitted by Ashley Bivin, Museum and Library Director

Parks and Recreation Performance Summary: Quarter 1, 2025 Key performance indicators.

Measure Type	Service Area	Performance measure	FY24 Benchmark	Q1 FY25	Q2 FY25	Q3 FY25	Q4 FY25	Total YTD	Indicator
Output	Recreation	Number of visits to Bidarki Recreation Center.	16,491	4,656					\odot
Output	Pool	Number of visits to Bob Korn Memorial Swimming Pool.	11,145	4,443					\odot
Outcome	Department wide	Annual Survey: Quality of Parks & Recreation facilities. % Excellent or Good.	NEW MEASURE						
Output	Recreation	Total number of registrations on recreation programs.	305	303					\odot
Output	Pool	Total number of registrations on pool programs.	173	146					\odot
Output	Pool	Total number of times lifeguard intervention was required by users of the Pool.	NEW MEASURE	0					:

Measure Type	Service Area	Performance measure	FY23 Benchmark	Q1 FY24	Q2 FY24	Q3 FY24	Q4 FY24	Total YTD	Indicator
Output	Recreation	Total number of hours rented at Bidarki Recreation Center.	73	9					\odot
Output	Pool	Total number of hours rented at Bob Korn Pool.	872.5	441					\odot
Output	Odiak Camper Park	Total number of nights used.	417	0					
Output	Eyak Lake Skater's Cabin	Total number of nights used.	145	6					\odot

Notes

208hrs School Swim Program, 180hrs Iceworm Swim Team & 53hrs other



= on target

= in progress

= not on target

Quarter 1 Highlights

Department Administration

• Grant Funding

Actively pursuing grant opportunities to support parks improvements, recreational programming, and community events. Staff is identifying and preparing applications for applicable local, state, and federal funding sources.

Staffing

Continued outreach and advertisement efforts for the open *Recreation Clerk* position to ensure a well-qualified applicant pool. Position remains open until filled

Spring Programming

Development of the *Spring Activity Guide* is underway. Staff is coordinating with instructors and partners to finalize program offerings, schedules, and promotional materials for publication and distribution.

Bidarki Recreation Center

- Pickleball Classic Iceworm Tournament
 For the first time ever, Parks & Recreation held a Pickleball Classic Iceworm
 Tournament, a major success that brought together pickleball enthusiasts from all
 over the Cordova. The event saw strong participation and generated excitement,
 setting the stage for future pickleball events hosted by Parks & Recreation.
- Dodgeball Classic Iceworm Tournament
 We brought back the Dodgeball Classic Iceworm Tournament, a fan favorite that
 continues to be a hit with both players and spectators. The event saw a high turnout,
 with teams competing in a fun and energetic environment, bringing a much-needed
 sense of community back to the center
- The Iceworm Classic Volleyball Tournament was another highlight this quarter. This
 event was incredibly well-received, with local and visiting teams battling it out in
 intense matches. The tournament was a fantastic showcase of skill and
 sportsmanship, reaffirming our commitment to providing top-tier recreational
 experiences.
- Iceworm Classic Basketball Tournament
 The Iceworm Classic Basketball Tournament also took place, further solidifying our
 reputation as a go-to destination for community sports. The event saw teams of all
 levels, from amateur players to seasoned athletes, engaging in spirited competition
 and providing exciting moments for fans.

- Youth Indoor Soccer League
 We kicked off our Youth Indoor Soccer League, offering a fun and competitive
 environment for kids to develop their soccer skills and teamwork. The league has
 been a huge hit with young athletes, keeping them active and engaged during the
 colder months.
- Co-Ed Volleyball Clinic Our Co-Ed Volleyball Clinic was a fantastic way to help participants of all skill levels enhance their volleyball techniques. With a focus on skill development, teamwork, and fun, the clinic has been an exciting addition to our programming.
- Mindful Meditation
 Our Mindful Meditation sessions have helped participants find balance and relaxation
 in their busy lives. These sessions offer a calm space for participants to focus on their
 mental well-being, promoting mindfulness and stress reduction.
- Senior Walking in the Gym
 The Senior Walking in the Gym program continues to be a popular option for our
 older community members, providing a safe and accessible way for them to stay
 active and healthy. This program is a vital part of our efforts to cater to all age groups.
- Fun Fridays!
 Our Fun Fridays initiative offered supervised recreational time designed to get kids moving. It's been a great success, with a variety of activities aimed at promoting physical fitness and fun in a supportive, engaging environment for children.

Bob Korn Memorial Swimming Pool

- Six individuals were certified in the American Red Cross Water Safety Instructor course, strengthening the pool's ability to offer high-quality swim lessons and water safety education. This is an incredibly valuable training for the city of Cordova, ensuring that our community has access to well-trained, professional instructors.
- The Ice Worm Meet, titled "Duel in the Pool," was a fun and competitive event that brought the community together to enjoy swimming and friendly competition.
- In collaboration with Taylor Fire, we successfully moved the fire panel from the chemical storage room to the office, improving accessibility and safety. Additionally, we installed a smoke detector in the boiler room and visual alarms on both the pool deck and outside the pool, enhancing our emergency preparedness.
- We completed a session of swim lessons, helping many participants improve their swimming skills and water confidence.
- Our Splash Ball League was also a big success, offering participants a fun and active way to engage in water sports.

- The Hawaiian-themed night was a standout event, with great participation and positive feedback. The fun, relaxed atmosphere made it a memorable evening for everyone involved!
- We continued our supervised After-School Program on Fridays "After School at THE POOL! offering a safe and enjoyable environment for kids after school. This program allows children to unwind, swim, and participate in various pool activities under supervision, making it a great addition to our community offerings.
- The Paddle Battle was another exciting new Ice Worm Festival event that tested participants' strength, agility, and teamwork. It was a fantastic opportunity for both beginners and experienced paddlers to showcase their skills while having fun in the pool.

Parks

- Fisherman's Memorial Planter: Hewed stones have been selected and highlighted for the new planter installation at the Fisherman's Memorial.
- Bidarki Nursery: Spring basification projects are underway; the seeds were at the Bidarki nursery in preparation.
- Storm Cleanup: Continued cleanup efforts are addressing debris and damage from the January 6th windstorm.
- Facility Support: Provided immense support with day-to-day maintenance of the pool and recreation facilities. Stepped up to assist with custodial duties during a recent staffing shortage, ensuring operations continued smoothly.



Cordova Permanent Fund

As of March 31, 2025

Staying focused on your goals



Cordova Permanent Fund As of March 31, 2025

As of March 31, 2025		
Account Inception		February 2024
Total Contributions		\$ 9,301,182
Withdrawals Does not include custodial or management fees		\$ 2,997,536
Current Market Value March 31, 2025		\$ 6,785,663
Portfolio Return* Inception – March 31, 2025		+ 7.2%
Chustosia	Risk Control	21%
Strategic Asset Allocation	Risk Assets	58%
	Alternatives	21%

Purpose:

The purpose for establishment of the fund is to provide a continuing source of funding for the capital and operating expenses of the city. The council may not consider any revenue from the Cordova general reserve fund as anticipated revenues for the purpose of funding operating expenses when approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents.

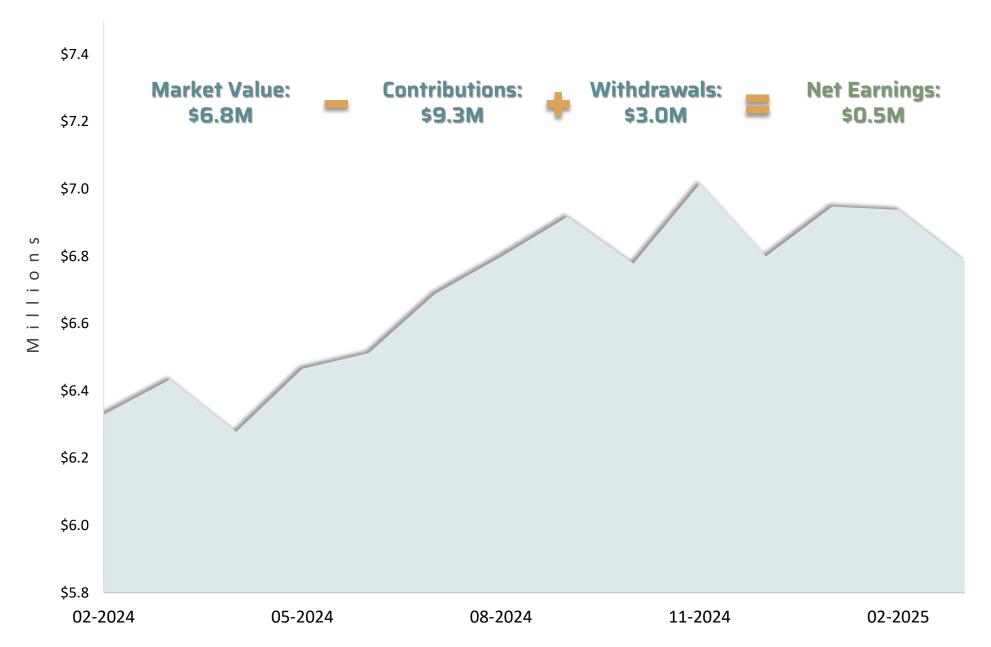
Goals:

The objectives are:

- (i) to maintain the purchasing power of the Funds' corpus, and Since inception, the account has achieved a real return of 4.5%.
- (ii) to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital in the overall portfolio.

The power of consistency in cumulative earnings



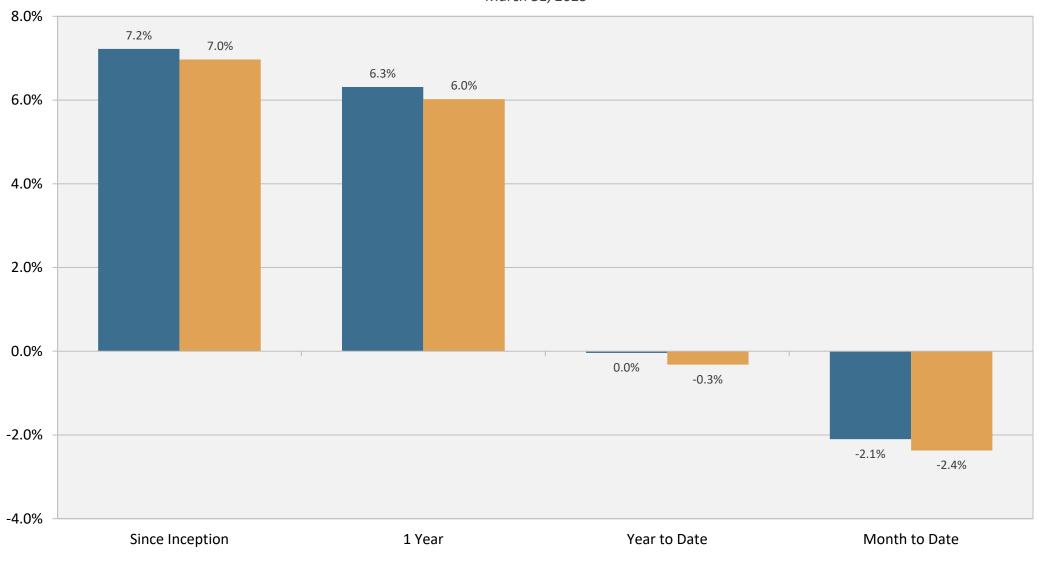


Evaluating returns against strategic goals



Account Performance

March 31, 2025



■ Cordova Permanent Fund

■ Strategic Benchmark

APCM's 2025 Initial Outlook Summary



Outlook Drivers



U.S.-Led Growth: Global GDP expected to trend near potential, supported by strong U.S. demand and labor market strength



Inflation Moderating: Creating room for rate cuts, though pace may vary by region



Earnings Tailwind: Positive corporate earnings outlook supports equity returns



Valuation Headwinds: Elevated equity valuations pose a challenge for forward returns



Rising Policy Uncertainty:

Trade and fiscal policy shifts add risk to the macro environment

Fixed Income



Neutral allocation with favorable total return outlook.



4.9% yield cushions return in a reflation scenario.



Offers downside protection if growth slows and rates fall

Alternatives



Overweight to gold as a hedge against inflation, fiscal risks, and geopolitics



Added Calamos Market
Neutral Fund to reduce equity
beta and diversify return
sources

Equity Strategy



Neutral Overall: Balanced across U.S. and international equities, with focus on select opportunities



U.S. Equities: Large caps valuations have some support from strong fundamentals; small-cap quality added for targeted exposure



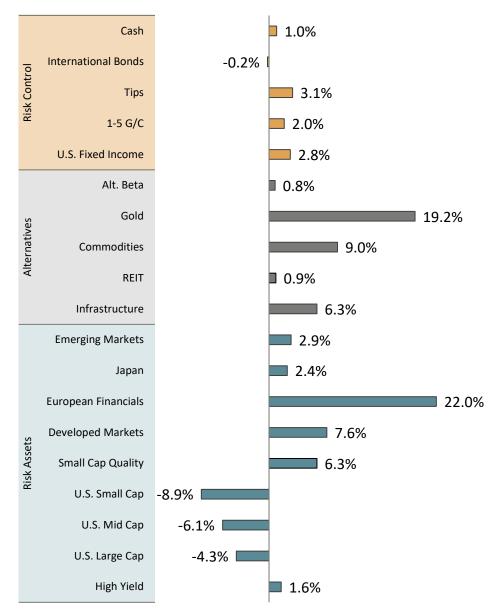
European Financials: Key overweight — benefiting from strong earnings, higher rates, and more attractive valuations relative to U.S. peers



Diversification Remains Central: Positioning reflects macro awareness, valuation sensitivity, and sector-level opportunities

Q1 Surprises - Policy uncertainty reshapes the landscape

YTD Total Return by Asset Class as of 3/31/2025





A stable start, then a sharp turn

In early April, the U.S. announced sweeping tariffs under the banner of "Liberation Day":

- 10% universal tariff on all imports (April 5)
- Up to 50% reciprocal tariffs on key trade partners (April 9)
- The announcement initiated the peak to trough decline in global stocks of nearly 17%

If implemented fully, these measures would push the average effective tariff rate to 24% — exceeding even 1930s-era levels

- Estimated to add 1.5% to consumer prices and stall growth in 2025
- Reciprocal tariffs projected to lower U.S. GDP growth to 1.3%, a 0.7% decline from prior forecasts
- Economy would slow in Q2, contract in Q3, then stabilize avoiding technical recession, but never returning to March baseline levels
- Long-term drag on potential growth via reduced investment and trade efficiency

A sharp reversal — then a rally

On April 9, President Trump announced an escalation and partial reversal:

- Tariffs on China raised to 125% "effective immediately"
- Simultaneously, a **90-day pause** and temporary 10% reciprocal tariff granted to other countries showing willingness to negotiate
- Global equities rallied 8% in one day following the pause announcement

Positioning Going Forward — Staying Adaptive in a Shifting Environment

Looking Ahead

We expect continued market volatility as trade negotiations evolve. Tariffs may weigh on growth and increase the likelihood of recession-driven rate cuts. APCM is focused on maintaining portfolio flexibility with diversified exposure to bonds, real assets, and alternative strategies.

Monitoring for Signs of Broader Stress

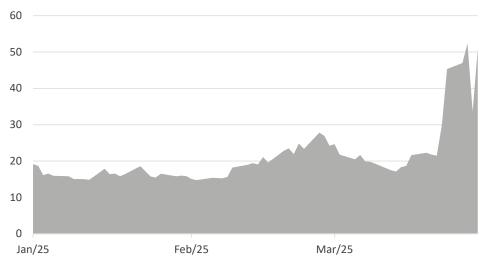
We are closely watching the health of financial markets. For now, spreads and interbank stress measure remain contained, but we are watching them closely. If the sell-off resumes, broader financial stress may emerge. In a market driven by shifting policy dynamics, our emphasis remains on risk-aware positioning and tactical responsiveness.

Recent Adjustments Proved Beneficial

We remain defensively positioned: underweight equities, overweight fixed income and gold. Within alternatives an overweight to gold contributed positively as volatility increased. In equities, we took profits on an overweight to European financials as the sector outperformed our core developed international holding by +10% over the life of the trade. The sector now faces macro headwinds from slowing growth.

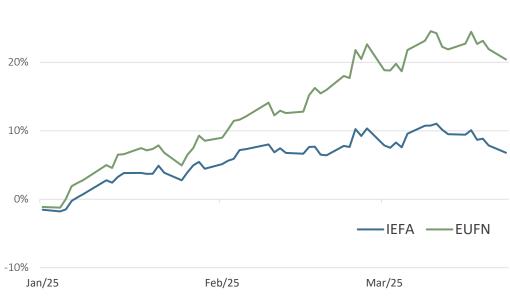






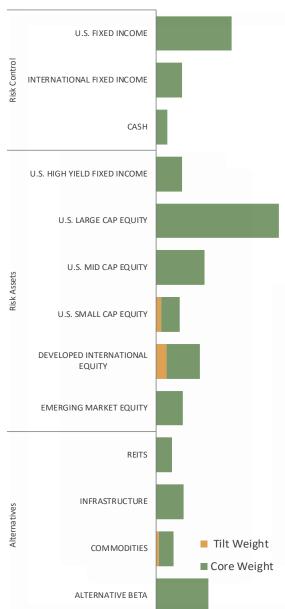
European Financials Outperformed Broad Developed Market Equities

30%



Aligning near-term tactical adjustments with your long-term strategy – as of March 31, 2025





Asset Class	Strategic Weight	Overweight / Underweight		Range
Risk Control	21%	0.9%	21.9%	
U.S. FIXED INCOME	14%	0.7%	14.7%	5 - 25%
INTERNATIONAL FIXED INCOME	5%	0.0%	5.0%	0 - 10%
CASH	2%	0.2%	2.2%	0 - 10%
Risk Assets	58%	-1.6%	56.4%	
U.S. HIGH YIELD FIXED INCOME	5%	0.0%	5.0%	0 - 10%
U.S. LARGE CAP EQUITY	25%	-1.3%	23.7%	15 - 35%
U.S. MID CAP EQUITY	10%	-0.6%	9.4%	5 - 15%
U.S. SMALL CAP EQUITY	5%	-0.4%	4.6%	0 - 10%
DEVELOPED INTERNATIONAL EQUITY	8%	0.5%	8.5%	4 - 16%
EMERGING MARKET EQUITY	5%	0.2%	5.2%	0 - 10%
Alternatives	21%	0.8%	21.8%	
REITS	3%	0.1%	3.1%	0 - 6%
INFRASTRUCTURE	5%	0.3%	5.3%	0 - 10%
COMMODITIES	3%	0.3%	3.3%	0 - 6%
ALTERNATIVE BETA	10%	0.1%	10.1%	0 - 15%

Preparing for what's next



- APCM's Multi-Asset Team has formulated our 2025 market outlook. In January,
 APCM implemented the tactical asset allocation aligned with our views.
- APCM is expanding its private market offerings to include private debt, allowing clients access to both private equity and debt to further enhance strategic asset allocations.
- To help us prepare thoroughly for your upcoming meeting, please let us know as soon as you determine the meeting date, along with the deadline for when you'd like to receive the meeting materials. This will ensure we can provide you with the best possible support and insights.

Disclosures



Important Assumptions

IMPORTANT: The projections or other information generated by Alaska Permanent Capital Management Company (APCM) regarding the likelihood of various outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. There can be no assurance that the projected or simulated results will be achieved or sustained. The charts and data only present a range of possible outcomes. Actual results will vary over time, and such results may be better or worse than the simulated scenarios. Clients should be aware that the potential for loss (or gain) may be greater than that demonstrated in the simulations. Please note that the analysis does not take into consideration all asset classes, and other asset classes not considered may have characteristics similar or superior to those being analyzed.

Important Legal Information

These calculations are designed to be informational and educational only, and when used alone, do not constitute investment advice. APCM encourages investors to review their investment strategy periodically as financial circumstances do change.

Model results are provided as a rough approximation of future financial performance. Actual results could produce different outcomes (either better or worse) than those illustrated by the model, since it is not possible to anticipate every possible combination of financial market returns. APCM is not responsible for the consequences of any decisions or actions taken in reliance upon or as a result of the information provided by the results of the model.

Other Influences on Rates of Return

Investment management fees: Returns are presented gross of management fees and include the reinvestment of all income. Actual returns will be reduced by investment advisory fees and other expenses that may be incurred in the management of the account. The collection of fees produces a compounding effect on the total rate of return net of management fees. As an example, the effect of investment management fees on the total value of a client's portfolio assuming (a) quarterly fee assessment, (b) \$1,000,000 investment, (c) portfolio return of 8% a year, and (d) 1.00% annual investment advisory fee would be \$10,416 in the first year, and cumulative effects of \$59,816 over five years and \$143,430 over ten years. Actual investment advisory fees incurred by clients may vary.

Taxes: Unless noted otherwise, model results have not been adjusted for any state or federal taxes or penalties.

Inflation: Unless noted otherwise, model results do not adjust any inputs or outcomes for inflation. Inflation is assumed to be constant over the investment horizon.

Limitations Inherent in Model Results

Limitations include but are not restricted to the following:

Model results do not represent actual trading and may not reflect the impact that material economic and market factors might have had on APCM's decision making if the actual client money were being managed.

Extreme market movements may occur more frequently than represented in the model.

Some asset classes have relatively limited histories. While future results for all asset classes in the model may materially differ from those assumed in APCM's calculations, the future results for asset classes with limited histories may diverge to a greater extent than the future results of asset classes with longer track records.

Market crises can cause asset classes to perform similarly over time; reducing the accuracy of the projected portfolio volatility and returns. The model is based on the long-term behavior of the asset classes and therefore is less reliable for short-term periods. This means that the model does not reflect the average periods of "bull" and "bear" markets, which can be longer than those modeled.

The model represent APCM's best view of the next 7-10 years, but is unlikely to reflect actual investment returns worldwide over this period.



Safeguarding public investments for over 30 years WWW.AMLIP.ORG

Quarterly Letter: FOMC buys time as uncertainty around tariffs looms Publication produced by KeyBank Institutional Advisors

At the March 18-19, 2025, meeting, the Federal Reserve has maintained the federal funds rate at its current target range of 4.25% to 4.50%, opting not to implement any rate cuts during this meeting.

The Committee revised their statement by replacing the language about the outlook being "roughly balanced" between employment and inflation to "Uncertainty around the economic outlook has increased." This change clearly signals concerns about the imminent tariff effects on inflation.

Updated economic forecasts were presented at this meeting. The median policy rate expectations in the Summary of Economic Projections "SEP" were unchanged, but the average policy rate for each year increased. The median forecasts reflect 50 basis points in rate cuts for both 2025 and 2026 with another 25 basis points in rate cuts for 2027. The SEP showed 4 forecasts for no rate cuts in 2025, and another 4 forecasts for 1 rate cut by the end of 2025.

The distribution of forecasts tightened up since December's SEP, signaling uncertainty. These forecasts are all made in the context of excess uncertainty surrounding the intersection of fiscal, trade, immigration, and regulation policies.

The median economic projections show a modest deterioration in the economy for 2025, with GDP growth for 2025 being adjusted downward to 1.7% from 2.1% in December 2024. Unemployment forecasts were raised to 4.4% from 4.3%, suggesting some expected weakening in the labor market. Inflation forecasts were also revised upward with Personal Consumption Expenditures "PCE" forecasted at 2.7% up from 2.5% and Core PCE Inflation moved to 2.8% from 2.5%.

Given the mention of uncertainty in the statement and the unchanged medians for policy rates, the revised SEP forecasts appear to be the maximum pain threshold the Committee is willing to tolerate before they step in to cut rates again and provide more accommodation.

Finally, the Committee announced adjustments to their Quantitative Tightening "QT" balance sheet run-off strategy. The monthly cap for maturing U.S. Treasury securities has been reduced from \$25 billion per month to \$5 billion per month. The monthly cap for maturing Mortgage-backed securities "ABS" remains unchanged at \$35 billion per month. These adjustments are effective as of April 1,

2025, and reflect the Committees efforts to manage market liquidity amid uncertainties surrounding the fiscal borrowing limit. It is important to note that Governor Christopher Waller was the only dissenter to these changes.

These changes to the economic outlook, inflation projections and balance sheet reduction underscores the Committees response to evolving economic conditions and its commitment to adjusting monetary tools accordingly. Investors should remain cautious but optimistic, focusing on high quality and diversification, allowing for flexibility to adjust portfolio positioning based upon incoming data and further Fed decisions.

Any opinions, projections or recommendations in this report are subject to change without notice and are not intended as individual investment advice. The information in this letter is based on data obtained from recognized sources and is believed to be reliable. Past performance is not indicative of future results.

INVESTMENTS ARE: NOT FDIC INSURED. NOT BANK GUARANTEED. MAY LOSE VALUE. NOT A DEPOSIT. NOT INSURED BY ANY FEDERAL OR STATE GOVERNMENT AGENCY

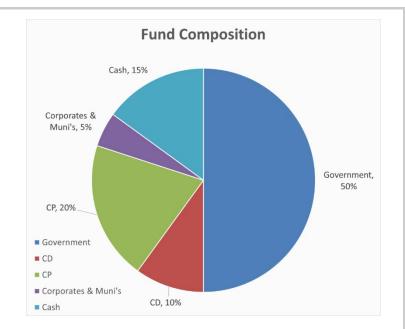
Series I Recap

The month opened with a \$862,261,930 share balance and closed with a balance of \$810,984,235. The seven-day effective yield ended the month at 4.28%. The monthly seven-day average effective yield for the month was 4.26%. Average maturity ended the month at 12 days.

At the end of the month, the Series I portfolio had 15% of its portfolio assets allocated to overnight investments/cash, corporate securities made up 5% of the assets, Commercial Paper represented 20%,

CDs represented 10%, and Treasury & Agency represented 50%.

Data: KeyBank, NA



Series I Fact Sheet



Money Market Series I

Highlights

- No minimum deposit
- Same day access to capital
- Stable Net Asset Value
- 7 day SEC yield of 4.26%
- Market Value of \$864 million
- S&P rated since May 2009

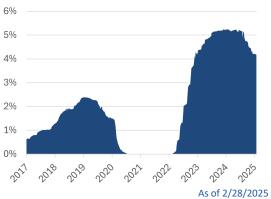
The Alaska Municipal League Investment Pool (AMLIP) is a non-profit corporation formed by the Alaska Municipal League to provide investment services under the Alaska Investment Pool Act of 1992. The purpose of AMLIP is to provide a safe short-term investment option to maximize revenue for boroughs, cities, school districts and other state government entities.

Investment Strategy and Objectives

The pool is to invest in short dated high-quality securities with the intent to maintain a stable \$1.00 net asset value and an AAAm stability rating by S&P, while meeting three objectives:

- 1) **Preservation of capital**—seek to preserve the capital investment of all participants through prudent management
- Liquidity—seek to meet the needs of participants for cash marketing a high level of portfolio liquidity and investing in readily marketable securities
- 3) **Return**—seek to attain the highest level of return consistent with the objectives of preservation of capital and liquidity

Distribution Rate (Annualized)



Governance

AMLIP is governed by a board of directors that is responsible for setting investment policies. The AMLIP board meets at least quarterly, and its members are drawn from finance officials of the public entities that are invested in the pool.

Pool Rating: AAAm
Pool Established: 1992
AAA rated since: May 2009
Pool Type:

Stable NAV Government Investment Pool

Pool Sponsor:

Alaska Municipal League (AML)
Investment Manager and Custodian:

Key Bank N.A.

Investment Advisor:

Alaska Permanent Capital Management

Portfolio Characteristics

Average Credit Quality	A-1+
Weighted Average Maturity (WAM)	18 days
Weighted Average Life (WAL)	58 days
7 day SEC Yield	4.26%
	As of 2/28/2025

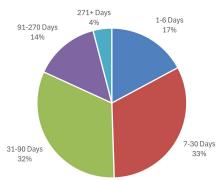
Portfolio Assets

Investments are limited to securities issued, guaranteed, or otherwise backed by the US Treasury, the US government or one of its agencies or instrumentalities, repurchase and reverse repurchase agreements secured by government securities, certificates of deposits, highly rated commercial paper and corporate obligations. The Series is permitted to invest in money market funds and other cash equivalent investments with a maturity date of one year or less. The series short weighted average maturity to reset lends liquidity and contributes to the stability of the \$1 net asset value (NAV) during periods of volatile interest rates.

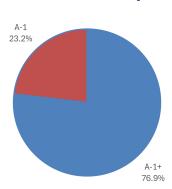


Money Market Series I

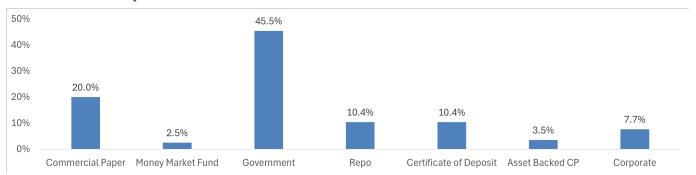
Liquidity Summary



Credit Quality



Portfolio Composition



As of 2/28/2025 **Risks to the Pool:**

Interest Rate Risk: When short-term interest rates fall, the series yield is likely to fall. When interest rates increase, the series net asset value could decline.

Credit Risk: The issuer of a security could fail to pay interest or principle in a timely manner. A default or decline in credit quality of individual securities within the pool could pressure the net asset value.

Liquidity Risk: The series net asset value could decrease during times when there are abnormal levels of redemption requests or markets are illiquid.

Disclosures:

All data is as of the date indicated and subject to change. The information in this fact sheet is based on data obtained from recognized sources and is believed to be reliable. Past performance is not indicative of future results. The series attempts to maintain a stable net asset value of \$1.00 per share but there is no assurance that it will be successful in doing so. The pool's sponsor has no legal obligation to provide financial support to the pool, and you should not expect that the sponsor will provide financial support to the pool at any time. Redemption is at the then current net asset value which may be more or less than the original cost. Please visit www.amlip.org for daily rates, monthly updates, and membership and operations information.

NOT FDIC INSURED. NOT BANK GUARANTEED. MAY LOSE VALUE. NOT A DEPOSIT. NOT INSURED BY ANY FEDERAL OR STATE GOVERNMENT AGENCY.

Account Information:

Brian Crosby, Key Bank Vice President and Sr. Relationship Manager Phone: 216-689-5190

brian crosby@keybank.com

Kris Nedwick, Key Bank Vice President and Sr. Relationship Manager

Phone: 907-564-0409 kris_nedwick@keybank.com

Investment Information:

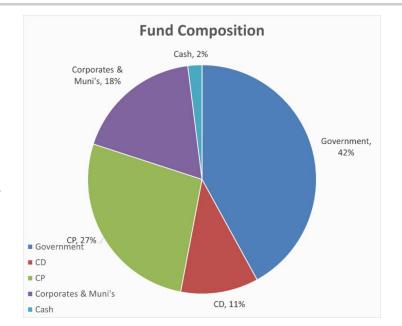
Blake Phillips, APCM Vice President, Director Institutional Services 907-646-3505 blake@apcm.net

Series II Recap

The month opened with a \$64,876,199 share balance and closed with a balance of \$114,314,568. The thirty-day SEC yield ended the month at 4.08%.

At the end of the month, the Series II portfolio had 2% of its portfolio assets allocated to overnight investments/cash, corporate securities made up 18% of the assets, Commercial Paper represented 27%, CDs represented 11%, and Treasury & Agency represented 42%.





SERIES II Fact Sheet



Cash Enhancement Series II

Highlights

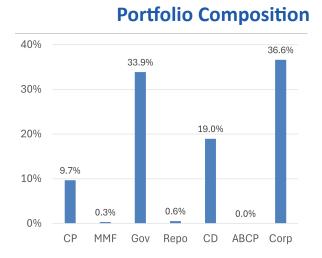
- No minimum deposit
- Three day access to capital
- Variable Net Asset Value
- 30 day SEC yield of 4.36%
- Market Value of \$66 million

The Alaska Municipal League Investment Pool (AMLIP) is a non-profit corporation formed by the Alaska Municipal League to provide investment services under the Alaska Investment Pool Act of 1992. The purpose of AMLIP is to provide a safe short-term investment option to maximize revenue for boroughs, cities, school districts and other state government entities.

Investment Strategy and Objectives

The strategy of the Series is to invest in high-quality securities with greater risk and potential return than AMLIP Series 1, having a portfolio target weighted average life 120-180 days with a variable rate net asset value, while meeting three objectives:

- 1) **Preservation of capital**—seek to preserve the capital investment of all participants through prudent management
- 2) **Liquidity**—seek to meet the needs of participants for cash marketing a high level of portfolio liquidity and investing in readily marketable securities
- 3) **Return**—seek to attain the highest level of return consistent with the objectives of preservation of capital and liquidity



As of 2/28/2025

Governance

AMLIP is governed by a board of directors that is responsible for setting investment policies. The AMLIP board meets at least quarterly, and its members are drawn from finance officials of the public entities that are invested in the pool.

Pool Established: 1992 Series Established: Jan 2023

Pool Type:

Variable Rate NAV Cash Enhancement

Pool Sponsor:

Alaska Municipal League (AML)

Investment Manager and Custodian:

Key Bank N.A.

Investment Advisor:

Alaska Permanent Capital Management

Portfolio Characteristics

Average Credit Quality	A-1+
Weighted Average Maturity (WAM)	30 days
Weighted Average Life (WAL)	106 days
30 day SEC Yield	4.36%
	As of 2/28/2025

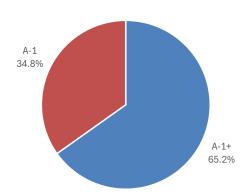
Portfolio Assets

Investments are limited to securities issued, guaranteed, or otherwise backed by the US Treasury, the US government or one of its agencies or instrumentalities, repurchase and reverse repurchase agreements secured by government securities, certificates of deposits, highly rated commercial paper and corporate obligations. The Series is permitted to invest in money market funds and other cash equivalent investments with a maturity date of one year or less.

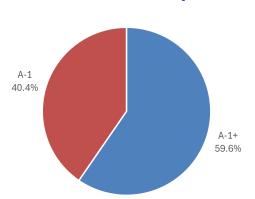


Cash Enhancement Series II

Liquidity Summary



Credit Quality



Redemption Policy:

As of 2/28/2025

Redemptions of all, or any part, of a participant's units may be made on Pool business days during the hours of 8:00 a.m. and 5:00 p.m. EST. A participant may redeem any amount it wishes, and have it transferred to any predesignated bank account by contacting the custodian.

For Series II, all redemption requests are subject to a 3-business-day hold period. The 3-business-day period becomes effective upon the receipt of an executed trade request form received by 10:30am AKST.

Risks to the Pool:

Interest Rate Risk: When short-term interest rates fall, the series yield is likely to fall. When interest rates increase, the series net asset value could decline.

Credit Risk: The issuer of a security could fail to pay interest or principle in a timely manner. A default or decline in credit quality of individual securities within the pool could pressure the net asset value.

Liquidity Risk: The series net asset value could decrease during times when there are abnormal levels of redemption requests or markets are illiquid.

Disclosures:

All data is as of the date indicated and subject to change. The information in this fact sheet is based on data obtained from recognized sources and is believed to be reliable. Past performance is not indicative of future results. The series will be managed with a floating net asset value. The pool's sponsor has no legal obligation to provide financial support to the pool, and you should not expect that the sponsor will provide financial support to the pool at any time. Redemption is at the then current net asset value which may be more or less than the original cost. Please visit www.amlip.org for daily rates, monthly updates, and membership and operations information.

NOT FDIC INSURED. NOT BANK GUARANTEED. MAY LOSE VALUE. NOT A DEPOSIT. NOT INSURED BY ANY FEDERAL OR STATE GOVERNMENT AGENCY.

Account Information:

Brian Crosby, Key Bank Vice President and Sr. Relationship Manager

Phone: 216-689-5190 brian_crosby@keybank.com

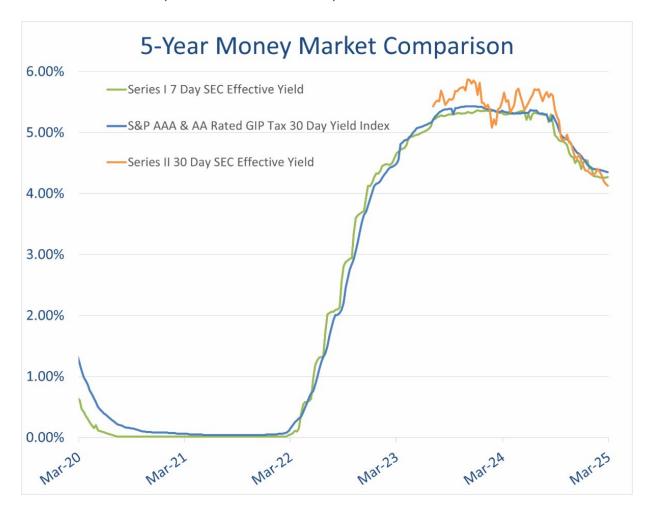
Kris Nedwick, Key Bank Vice President and Sr. Relationship Manager Phone: 907-564-0409 kris nedwick@keybank.com

Investment Information:

Blake Phillips, APCM Vice President, Director Institutional Services 907-646-3505 blake@apcm.net

Comparisons

On March 28th, 2025, the S&P AAA & AA Rated GIP Tax 30 Day Yield Index was 4.35%, the Series I Pool's 7-day SEC effective rate was 4.27%, and the Series II Pool's 30-day SEC effective rate was 4.13%. *All Pool rates are quoted net of fees and expenses.*



Data: KeyBank, NA & S&P

Portfolio Comparison



Series I & II Characteristic Comparison

The Alaska Municipal League Investment Pool (AMLIP) is a non-profit corporation formed by the Alaska Municipal League to provide investment services under the Alaska Investment Pool Act of 1992. The purpose of AMLIP is to provide a safe short-term investment option to maximize revenue for boroughs, cities, school districts and other state government entities.

Series I: Cash Highlights

- No minimum deposit
- Same day access to capital
- Stable Net Asset Value
- 7 day SEC yield of 4.26%
- Market Value of \$864 million
- S&P rated since May 2009

Series II: Cash Enhancement Highlights

- No minimum deposit
- Three day access to capital
- Variable Net Asset Value
- 30 day SEC yield of 4.36%
- Market Value of \$66 million

Portfolio Characteristics

Average Credit Quality	A-1+
Weighted Average Maturity (WAM)	18 days
Weighted Average Life (WAL)	58 days
7 day SEC Yield	4.26%

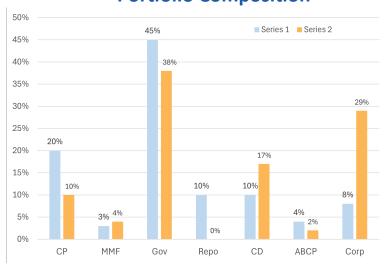
As of 2/28/2025

Portfolio Characteristics

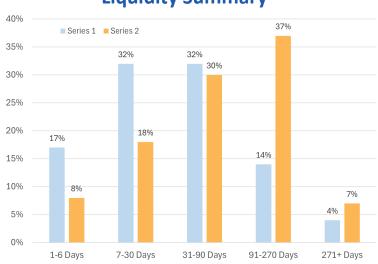
Average Credit Quality	A-1+
Weighted Average Maturity (WAM)	30 days
Weighted Average Life (WAL)	106 days
30 day SEC Yield	4.36%

As of 2/28/2025

Portfolio Composition



Liquidity Summary



As of 2/28/2025



Series I & II Comparison

Investment Strategy and Objectives for Series I

The pool is to invest in short dated high-quality securities with the intent to maintain a stable \$1.00 net asset value and an AAAm stability rating by S&P, while meeting three objectives:

- Preservation of capital—seek to preserve the capital investment of all participants through prudent management
- Liquidity—seek to meet the needs of participants for cash marketing a high level of portfolio liquidity and investing in readily marketable securities
- Return—seek to attain the highest level of return consistent with the objectives of preservation of capital and liquidity

Investment Strategy and Objectives for Series II

The strategy of the Series is to invest in high-quality securities with greater risk and potential return than AMLIP Series 1, having a portfolio target weighted average life 120-180 days with a variable rate net asset value, while meeting three objectives:

- 1) **Preservation of capital**—seek to preserve the capital investment of all participants through prudent management
- Liquidity—seek to meet the needs of participants for cash marketing a high level of portfolio liquidity and investing in readily marketable securities
- 3) **Return**—seek to attain the highest level of return consistent with the objectives of preservation of capital and liquidity

Redemption Policy:

Redemptions of all, or any part, of a participant's units may be made on Pool business days during the hours of 8:00 a.m. and 5:00 p.m. EST. A participant may redeem any amount it wishes, and have it transferred to any predesignated bank account by contacting the custodian.

For Series II, all redemption requests are subject to a 3-business-day hold period. The 3-business-day period becomes effective upon the receipt of an executed trade request form received by 10:30am AKST.

Risks to the Pool:

Interest Rate Risk: When short-term interest rates fall, the series yield is likely to fall. When interest rates increase the series net asset value could decline.

Credit Risk: The issuer of a security could fail to pay interest or principle in a timely manner. The default or decline in credit quality of individual securities within the pool could pressure the net asset value.

Liquidity Risk: The series net asset value could decrease during times when there are abnormal levels of redemption requests or markets are illiquid.

Disclosures:

All data is as of the date indicated and subject to change. The information in this fact sheet is based on data obtained from recognized sources and is believed to be reliable. Past performance is not indicative of future results. The series attempts to maintain a stable net asset value of \$1.00 per share but there is no assurance that it will be successful in doing so. The pool's sponsor has no legal obligation to provide financial support to the pool, and you should not expect that the sponsor will provide financial support to the pool at any time. Redemption is at the then current net asset value which may be more or less than the original cost. Please visit www.amlip.org for daily rates, monthly updates, and membership and operations information.

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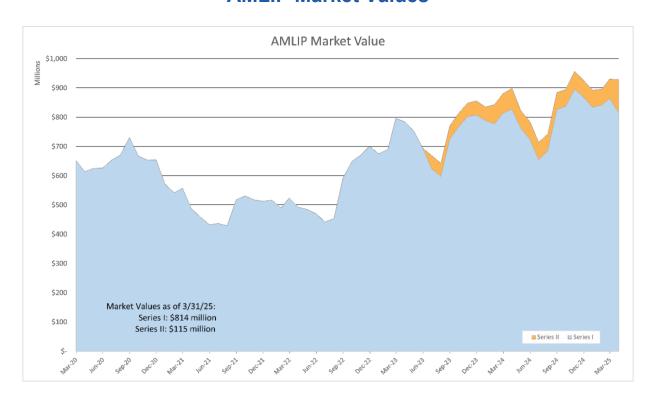
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kris nedwick@keybank.com

Investment Information:

Blake Phillips, APCM Vice President, Director Institutional Services 907-646-3505 blake@apcm.net

AMLIP Market Values



WWW.AMLIP.ORG

AMLIP Board Members

Cheyenne Heindel - President Matanuska-Susitna Borough

Melissa Haley City & Borough of Sitka

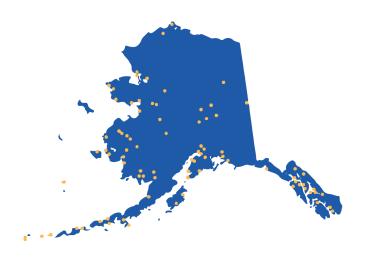
Mason Villarma
City & Borough of Wrangell

Kris Erchinger City of Whittier Angie Flick - Vice President City & Borough of Juneau

Jody Tow - Treasurer Petersburg Borough

Brennan Hickok AMLJIA

Nils Andreassen - Executive Director Alaska Municipal League



AMLIP Membership

If any of your local school districts or municipal agencies are interested in enrolling, please reach out to **info@amlip.org**.

Fairbanks, City of

False Pass, City of

89 Members Representing 232 Total Accounts

Adak, City of AIDEA Akutan, City of Alaska Association of Municipal Clerks Alaska Govt Finance Officers Association Alaska Municipal League Alaska Municipal Management Association Aleknagik, City of Aleutians East Borough AML/JIA Angoon, City of Annette Island School District Atka, City of Atgasuk, City of Bethel. City of Brevig Mission, City of Bristol Bay Borough Chevak, City of Chuathbaluk, City of

Cold Bay, City of Cordova, City of

Denali Borough

Eek, City of

Elim, City of

Egegik, City of

Dillingham, City of Eagle, City of

Delta Junction, City of

Fairbanks North Star Borough

Fort Yukon, City of Galena, City of Gustavus, City of Haines, City and Borough Homer, City of Hoonah. City of Huslia, City of Juneau, City and Borough Kachemak, City of Kake City School District Kenai Peninsula Borough Kenai, City of Ketchikan Gateway Borough King Cove, City of Kodiak Island Borough Kodiak, City of Kotzebue, City of Koyuk, City of Manakotak, City of Marshall, City of Matanuska-Susitna Borough McGrath, City of Mekoryuk, City of Mekoryuk, Village of New Stuyahok, City of Nome, City of North Pole, City of Northwest Arctic Borough Nulato, City of Old Harbor, City of

Nulato, City of Old Harbor, City of Palmer, City of Pelican City School District Pelican, City of Petersburg School District Petersburg Borough Pilot Station. City of Pribilof School District Quinhagak, City of Sand Point, City of Selawik, City of Seldovia, City of Seward, City of Sitka, City and Borough Soldotna, City of Southwest Alaska Municipal Conference St. Paul, City of Tenakee Springs, City of Toksook Bay Unalakleet, City of Unalaska, City of Upper Kalskag, City of Utqiagvik, City of Wasilla, City of Whale Pass, City of Whittier, City of Wrangell School District Wrangell, City and Borough Yakutat, City and Borough

Account information:

Brian Crosby

Vice President and Sr. Relationship Manager 216-689-5190

brian crosby@keybank.com

Kris Nedwick

Vice President and Sr. Relationship Manager 907-564-0409

kris nedwick@keybank.com

Investment Related Questions:

Blake Phillips

Director of Institutional Solutions 907-646-3505 blake@apcm.net

Lindsey Cashman

Client Relationship Manager (907) 646-3532 lindsey@apcm.net TO: City Manager/City Council

FROM: Harbormaster Schinella

DATE: 4/1/25

RE: 1st Quarter report 1 Jan 2025 – 31 Mar 2025

Annual Stalls Assigned: 665 out of 711 Total Slips 93% Occupancy as of 3/31/25

Vessels Charged Daily Rate Vessels Charged Monthly Rate Vessels Impound Status	<u>Jan</u> 1 1 36	Feb 1 0 21	<u>Mar</u> 1 0 20	Total 3 1 20
Port Arrivals: Shoreside Samson Tug & Barge	1 1	1 2	1 2	3 2

	<u>Gallons</u>
Used Oil Collected (Jan-Jan)	3200
Used Oil Delivered (Jan-Jan)	3400
Used oil shipped out 2025	0

⁰ Vessels Towed

GENERAL ACTIVITIES

- Facility round twice daily
- Cleaned and restocked restrooms daily
- Continuing to laser engrave slip numbers and name tags and installing
- Snow removal a couple times
- Sent out 36 intent to impound notices
- Picked up trash in the Harbor and Shipyard
- Took down Christmas lights around the harbor office
- Sent out monthly invoices
- Had Peterson retro fit fishing cleaning stations to fit new South Harbor docks
- Installed two fishing cleaning stations in South Harbor
- Installed new 72-hour parking signs around the harbor
- One callout for 911 phones activation
- Conducted 8 vessel lifts YTD for 2025

² Vessels Pumped

² Vessel Bilges Pumped

- Conducted 25 hours of security detail Samson barge offloads
- Greased fittings on Travelift
- Sent out Travelift remote and receiver for repairs
- Ordered parking signs for long-term for the long-term parking lots in the North and South Harbor
- Installed new LED lighting in North Harbor gangways
- Public works installed long-term parking signs at the parking lot entrances
- Installed 30 new pedestal lights in North Harbor pedestals
- Cut brush in the North Fill area
- Delivered 1100 gals of used oil to High School
- Delivered 2300 gals of used oil to City Shop
- Continued installing locks on electrical pedestals that don't have an active CEC account

South Harbor Project punch list items

- 1. Replace heat trace for drive down float water.
- 2. Install wire for one pedestal on G float
- 3. Technician to hookup sensors and limit switches for new cranes
- 4. Wireless meter reading system updates and meters
- 5. Run power to tidal grid
- 6. Install one pedestal
- 7. Install Bollards around water hot boxes. Completed
- 8. Repair pavement cut in Nicholoff Way
- 9. Install crane on Three stage dock

Public Works Quarterly Report, Q1 2025

Water & Sewer

- Catchment cleanout remove rock and sediment buildup Murchison catchment
- Replace pump and motor and ferry terminal sewer lift station
- Ferry terminal genset control panel replaced
- Preparing for sewer anticorrosion system inspection at WWTP
- Creating generator SOPs for each water plant

Streets

- Taking advantage of mellow winter weather to catch up on deferred maintenance such as:
 - o Brush cutting to clear ditches, widen ROWs and reducing sight issues at intersections
 - Vactoring storm drains to improve stormwater drainage system
 - Potholes
- Processing impounded cars and transferring them to landfill
- Assisted State with potholes on Whitshed
- Prepared harbor parking lots for summer season

Refuse

- Prepped dumpsters for spring/summer deployment including standardizing lock bar pins that are attached to the dumpster.
- Met with "bear group" to have preseason discussions on bear concerns for upcoming summer and plans for mitigating refuse induced incidents.
- Began work on landfill permit renewal with ADEC that is due in May
- PND completed survey field work for closure permit. Final product expected in May.

Planning / PW Administration

- The Planning Commission Meetings are now available via Livestream on YouTube and Commissioners and Guest Speakers can Appear via Zoom.
- 11 Building Permit Applications have been received so far for 2025.
- 10 Letters of Interest Received so far for 2025.
- 2 Conditional Use Permits Received so far for 2025.
- Identification of placement for 2 Tsunami Sirens Eyak and New England Cannery Road, A New Tsunami Inundation Line Based on New Simulated Data Received by the State, & Tsunami Safety Brochure. All to be Completed Before August 31, 2025.

Facilities

(City Hall, Public Safety, Streets & Parks Shop, Mile 4 Substation, Water and Sewer Plants and Lift Stations, Refuse Bailer)

- Coordinated Fire alarm relocation project at the pool with Taylor Fire & Northern Lights Electrical.
- Ended contract with Pinnacle Mechanical, who was contracted to service the City's boilers & heaters for no contact and no service.
- Replaced TOYO stove with a completely refurbished TOYO unit at 4-mile Substation.
- New dock lights were installed by Northern Lights Electrical at the USCG dock.
- Coordinated fire extinguisher inspection training & test for the City employees.
- Repaired Fire Hall's overhead door for the standby ambulance bay. Cables came off the spool.
- The elevator went out of service due to power outages 3 times over a period of 3 months, and we flew in a TK Elevator to put the elevator back in service.
- Repaired metal roof damage on the Old PWSCC from a windstorm.
- Repaired shingle roof damage on the Cordova Center from a windstorm.
- Pre-OSHA inspection with APEI for Harbor, Streets, W/S, and P&R.

- Coordinated the Heater project with P&R and KIWI to install a new boiler/heater for Odiak Camper Park.
- A new PW-Facility Custodian, Conrado Hernaez, was hired.
- Coordinated emergency repair of the boiler at Bidarki with Cool Air Mechanical due to the boiler burning dirty and not staying operational. Cool Air Mechanical serviced and put back in service.
- The fire alarm relocation project at the pool with Taylor Fire & Northern Lights Electrical work was completed on March 27th, 2025.
- Called in Robert Beedle to troubleshoot & repair the certified kitchen's fridge; it is not staying cold. Repaired and put back in service.
- Prepared for the possibility of ash falling from Mt. Spurr. Worked with City, CCMC, and CSD.

<u>Council Packet Correspondence Primer:</u> <u>Communicating with Your Elected Cordova Officials</u>

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 <u>not</u> subject to publication:

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

Suggestions concerning correspondence:

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



April 9, 2025

The Honorable Louise Stutes State Capitol, Room 216 Juneau, AK 99811

Dear Representative Stutes,

On behalf of the City of Cordova and our Council Members, I am writing to express our community's strong support for HB 69 and legislators' efforts to garner desperately needed funding to support Alaska schools, our teachers and of course, especially, our students.

You know that our schools are the heart of our communities, both in terms of the learning and student growth that goes on every day inside our schools and as an activity hub for sports, the arts, community events and even as lodging for educators, military service crews and other visitors to our communities.

As a state, we have asked our teachers to make do for several years with declining rates of compensation. The answer to the question "Are Alaska Teacher Salaries Competitive?" (ISER, 2024) is a resounding "NO." This research shows that Alaska teachers have been paid 25% less than the national average, when adjusted for cost of living, for the past 20 years. Probably you've also seen headlines like "Inside the Schools Alaska Ignored" reporting about classrooms with buckets in them to catch the leaks and sewage backing up (ProPublica, March 2025).

We feel a keen urgency to increase the base student allocation (BSA) by at least \$1,000 to help retain teachers, who have plenty of options to teach in other states with more competitive salaries and defined benefit contribution plans. We cannot operate quality schools without quality teachers. An increase to the BSA might help to counteract the state's out-migration, and is an essential investment in our students' and our state's future.

Thank you for your commitment to this important issue,

Zrista Smith

Kristin Smith

Mayor

CITY_OF_CORDOVA

April 9, 2025

The Honorable Louise Stutes Chair, House Fisheries Committee State Capitol, Room 216 Juneau, AK 99811

Dear Chair Stutes,

On behalf of the City of Cordova and its Council Members, thank you for your service on the Alaska's Seafood Industry Joint Legislative Task Force. We appreciate the breadth and detail of the Task Force's report, and the many thoughtful recommendations made in support of Alaska's seafood industry.

I am writing to express our community's strong support for SB 135 that follows up on one of the Task Force's recommendations, to amend the distribution of tax revenue from the fisheries business tax and fishery resource landing tax to municipalities in Alaska.

As you know, the community of Cordova relies on commercial fishing as its primary economic driver, and "raw fish tax" revenues generated by these fisheries are a critical source of funding for maintaining our harbor and shoreside fish harvesting infrastructure. We fully support increasing the municipal share of this tax to at least 60%, and understand that these revenues are intended for use in maintaining and improving Cordova's harbor facilities.

Please note, we do not support making this change at the expense of funds being directed to support fisheries management at the AK Department of Fish & Game.

We appreciate that the AK Seafood Industry Legislative Task Force made recommendations on many aspects of the commercial fishing industry, and look forward to these recommendations being implemented for the benefit of Alaska's coastal economies. With several Prince William Sound disaster declarations in the past 15 years, our fishing industry needs all of these support measures to weather the cross currents of market forces, labor expenses, and volatile returns.

Thank you for your commitment to this important issue,

Kristin Smith

Zrister Smith

Mayor

cc: Senator Lyman Hoffman, Senator Donny Olson, Senator Bert Stedman

601 First Street

PO Box 1210

Cordova, Alaska 99574

Telephone (907) 424-6200



AGENDA ITEM # 15 City Council Meeting Date: 04/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Kevin Johnson, Public Works Dire	ctor	
DATE:	Wednesday April 16, 2025		
ITEM:	Ordinance 1230 – Land Disposal Code Amendment		
NEXT STEP:	Approve ordinance at first read		
	INFORMATION MOTION	RESOLUTION _X ORDINANCE	

I. REQUEST OR ISSUE: City Council requested that staff bring forward an ordinance to amend the Cordova Municipal Code (CMC) to provide further clarity that City Council shall not take final action on land disposal items that are subject to public noticing until after the notice period has ended.

Staff requests the City Council reviews Ordinance 1230 to amend CMC 7.40.030 and set a date for the Public Hearing.

- **II.** <u>RECOMMENDED ACTION / NEXT STEP:</u> Recommended Motion: "I move to approve ordinance 1230 amending Cordova Municipal Code 7.40.030"
- **III.** <u>BACKGROUND INFORMATION:</u> In 2022, City Council adopted Ordinance 1202 that included a new code provision requiring public notice be given when new properties are added to the land disposal maps or, when a property changes status from "Not Available" to "Available".

Following a land disposal in 2024, it was determined that additional clarity was needed in the code to clarify that City Council cannot take action on the availability or disposal status of a property that is subject to public noticing until after the public notice period had ended.

Staff has provided you with an ordinance that adds language to make the clarification to the code as requested.

IV. <u>SUMMARY AND ALTERNATIVES:</u> At the direction of the City Council, staff has created a code amendment that updates CMC 7.40.030 to better clarify when City Council can take action on certain land disposal processes.

V. ATTACHMENTS: A. Ordinance 1230

CITY OF CORDOVA, ALASKA ORDINANCE 1230

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA AMENDING CORDOVA MUNICIPAL CODE SECTION 7.40.030 ADDING CLARIFICATION TO THE LAND DISPOSAL MAP NOTICING PROCESS

WHEREAS, from time-to-time new properties are added to the land disposal maps, or lots that were marked as "Not Available" are made available for disposal; and

WHEREAS, the City Council determined that additional public notification should be made to better inform the public of these land status changes; and

WHEREAS, the City Council further determined that clarification should be added to the city code to ensure that no action on land disposal shall be made until a properties noticing period has ended.

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

<u>Section 1.</u> Section 7.40.030 of The Cordova Code of Ordinances of Cordova, Alaska, is hereby amended, which said section reads as follows: 7.40.030 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:

Available: These properties are available to purchase or lease. Available – Subdivision Required: These properties are available to purchase or lease, but a subdivision of the land may be required.

Tidelands: Tidelands are considered as "Available" designation but shall require review and recommendation from the Harbor Commission. Disposal of tidelands shall follow the procedures set forth in CMC 5.16.

Not Available: These properties are currently in use for city uses and operations but can be the subject of a Letter of Interest per the procedures set forth in this chapter.

Leased: These properties are currently under lease and not considered available but can be the subject of a Letter of Interest during the final year of the lease term.

- B. Once per year, the City Planner shall review, with the Planning and Zoning Commission, the land disposal map to consider possible changes to the current designations or to add or remove properties to accurately reflect the status of City real property. The Planning and Zoning Commission shall then forward a recommendation to the City Council for adoption.
- C. The land disposal map may be modified throughout the year at the request of the public through the submission of a Letter of Interest, under the procedures set forth in this chapter.

D. The City Planner shall provide public notice when real property is added to the land disposal map, or when the "Not Available" designation is proposed to be removed from an existing property. The notice shall:

Include the name of the proponent, the location of the property, the proposed use and project description, and information on how the public can comment on the proposal.

Be posted on the property in a location visible and legible from the Right-Of-Way, beginning thirty (30) days prior to the Planning Commission delivering its recommendation to the City Council.

Be posted at City Hall, Cordova Public Library, and the Post Office beginning thirty (30) days prior to the Planning Commission delivering its recommendation to the City Council.

Be mailed to all property owners within 300 feet of the perimeter of the subject property thirty (30) days prior to the Planning Commission delivering its recommendation to the City Council.

E. No action shall be taken by City Council regarding the availability or disposal status of a property subject to the noticing procedures in 7.40.030 (D) until the end of the noticing period.

<u>Section 2</u>. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1st reading: April 16, 2025 2nd reading and public hearing:

PASSED AND APPROVED THIS	DAY OF 2025
	Kristin Smith, Mayor
	ATTEST:
	Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 16 City Council Regular Meeting Date: 04/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Amanda Hadley Coward, City Plan	nner
DATE:	Wednesday April 9, 2025	
ITEM:	2025 Land Disposal Map Update	
NEXT STEP:	Approval of the Resolution	
	INFORMATION MOTION	X RESOLUTION ORDINANCE

- **I.** <u>REQUEST OR ISSUE:</u> The Land Disposal Maps are updated annually. At this time, City Council should review the 2024 Land Disposal Map document, review Staffs suggested changes and have a discussion on potential changes. Following that discussion determine if another meeting is needed for further discussion or if the maps can be moved for final approval.
- **II.** <u>RECOMMENDED ACTION / NEXT STEP:</u> Staff has provided the following motion for Council to consider opening the agenda item for discussion:

III. <u>FISCAL IMPACTS:</u> Land disposals can be a revenue source for the City both through the sale of the land and by getting the property into private hands creates property tax revenue.

IV. BACKGROUND INFORMATION:

Individual map pages have been modified as follows:

- Cover Page
 - See red text on cover pages for proposed updates
- New England Cannery Road
 - Adjusted property boundaries to show the creation of right-of-way across parts of ASLS 79-263 and ASLS 79-264 (properties behind Orca Lodge)
- Ocean Dock Subdivision
 - No Changes

[&]quot;I move to approve Resolution 04-25-08 adopting the 2025 Land Disposal Maps as presented."

- North Fill Development Park
 - Removed Lot 4A, North Fill Development Park (impound Lot), sale and title transfer completed.
- Tidewater Development Park & Cordova Industrial Park
 - No Changes
- Old Town
 - No Changes
- South Fill Development Park
 - o Removed two (2) tidelands lots (ATS 220) that were sold.
 - Redesignation of lot 10A South Fill Development Park from "Available" and to "Available Requires Subdivision" as a subdivision will be required to create the lot as shown.
- Odiak Slough
 - o No Changes
- Whitshed Road
 - No Changes
- Odiak Park
 - Redesignated of lots 1 and 2, Block 5 of Odiak Park, on Center Drive from "Unavailable" to "Available". Public Works would require part of Lot 1 to remain a snow dump, but remainder of lot 1 could be developed. Properties are adjacent to an anadromous stream, however city code does have setback requirement of 20 feet.
 - o 919 Center Drive AKA Lot 15A, Block 5, Odiak Park Subdivision was leased for ten (10) years with the option to purchase if the substantial completion requirement is met.
- Power Creek Road
 - o Removed property that was sold, Lot 1 USS 4606 (to Tania Harrison).
- Eyak Lake
 - No Changes
- Five Mile Loop
 - No Changes

At the Regular Meeting of Tuesday February 11, 2025, the Planning Commission requested that Staff work on getting more information before considering the land disposal maps. The lots in question are lots that currently are marked unavailable. The first area of interest was three lots off Davis Avenue the other was a lot off Cliff Trail.

The findings from Staff regarding the lots in question off Davis Avenue:

These properties were acquired by the City in a land deal that required these lots to remain snow dump areas and public park space. Lot 1 & 18, Block 25, Original Townsite it was agreed that these two lots would remain snow dump areas. Lot 2A, Block 25, Original Townsite was agreed that this lot would become and remain a park.

The findings from Staff regarding the lot in question off Cliff Trail:

Lot 8, Block 10, USS 2981 was found to be marked unavailable since the 2015 land disposal maps. After investigation of this lot by Staff it is found that this lot is a cliff side.

A lease agreement between the City and Emily Anderson and Skyler Newman was signed on Friday March 28, 2025, for the property at 919 Center Drive AKA Lot 15A, Block 5, Odiak Park Subdivision was leased for ten (10) years with the option to purchase if the substantial completion requirement is met. The maps have been updated to reflect this lease.

At the Planning Commission regular meeting of Tuesday April 08, 2025, Resolution 25-02 was passed in support of publishing the land disposal maps for 2025 that are before you today.

7.40.030 – 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:
 - 1. Available: These properties are available to purchase or lease.
 - 2. Available—Subdivision Required: These properties are available to purchase or lease, but a subdivision of the land may be required.
 - 3. Tidelands: Tidelands are considered as "Available" designation but shall require review and recommendation from the Harbor Commission. Disposal of tidelands shall follow the procedures set forth in CMC 7.30.
 - 4. Not Available: These properties are currently in use for city uses and operations but can be the subject of a letter of interest per the procedures set forth in this chapter.
 - 5. Leased: These properties are currently under lease and not considered available but can be the subject of a letter of interest during the final year of the lease term.
- B. Once per year, the City Planner shall review, with the Planning and Zoning Commission, the land disposal map to consider possible changes to the current designations or to add or remove properties to accurately reflect the status of City real property. The Planning and Zoning Commission shall then forward a recommendation to the City Council for adoption.
- C. The land disposal map may be modified throughout the year at the request of the public through the submission of a letter of interest, under the procedures set forth in this chapter.
- D. The City Planner shall provide public notice when real property is added to the land disposal map, or when the "Not Available" designation is proposed to be removed from an existing property. The notice shall:
 - 1. Include the name of the proponent, the location of the property, the proposed use and project description, and information on how the public can comment on the proposal.
 - 2. Be posted on the property in a location visible and legible from the right-of-way, beginning thirty days prior to the Planning Commission delivering its recommendation to the City Council.
 - 3. Be posted at City Hall, Cordova Public Library, and the Post Office beginning thirty days prior to the Planning Commission delivering its recommendation to the City Council.
 - 4. Be mailed to all property owners within three hundred feet of the perimeter of the subject property thirty days prior to the Planning Commission delivering its recommendation to the City Council.
- VII. <u>SUMMARY AND ALTERNATIVES:</u> City Council should come prepared to discuss the land disposal maps and propose potential changes if they believe any are necessary.
- VII. <u>ATTACHMENTS:</u> A. 2024 Land Disposal Maps; B. Land Disposal Maps with Proposed Updates for 2025

CITY OF CORDOVA, ALASKA PLANNING COMMISSION RESOLUTION 02-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPT THE 2025 LAND DISPOSAL MAPS

WHEREAS, the City Planner is directed by Cordova Municipal Code Section 7.40.060(B) – Once per year, the City Planner shall review, with the Planning and Zoning Commission, the land disposal map to consider possible changes to the current designations or to add or remove properties to accurately reflect the status of City real property. The Planning and Zoning Commission shall then forward a recommendation to the City Council for adoption.; and

WHEREAS, the Planning Commission has determined that annually reviewing and recommending the Land Disposal Maps for City Council's approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

WHEREAS, the Planning Commission has identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

WHEREAS, having annually updated maps will benefit the residents of Cordova by providing maps for public review.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2025 Land Disposal Maps.

PASSED AND APPROVED THIS 08th DAY OF APRIL 2025

ATTEST:

Tania Harrison, Chair

Amanda Hadley Coward, City Planner

2024 Land Disposal Maps

Adopted by City Council: 04/03/2024

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

Available - Requires Subdivision – These parcels are considered 'Available.' These are large parcels of land which would most likely be developed as a subdivision. The disposal process for these parcels may require some or all of the following: city acquiring title to the land from the state, surveying, or subdivision development agreements. Many of these parcels contain city improvements that would not be disposed of, such as access roads, water infrastructure, trails, cemeteries, etc.

Not Available – These parcels include, snow dumps, property with improvements/buildings on them, or other lots used or occupied by the city. The city manager will accept a Letter of Interest from an interested party who requests the property designation be changed to 'Available,' however the existing city use of the property will be examined and carefully weighed against the letter of interest.

Tidelands – A Letter of Interest to purchase or lease tidelands will be reviewed by the Planning Commission following a recommendation by the Harbor Commission. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

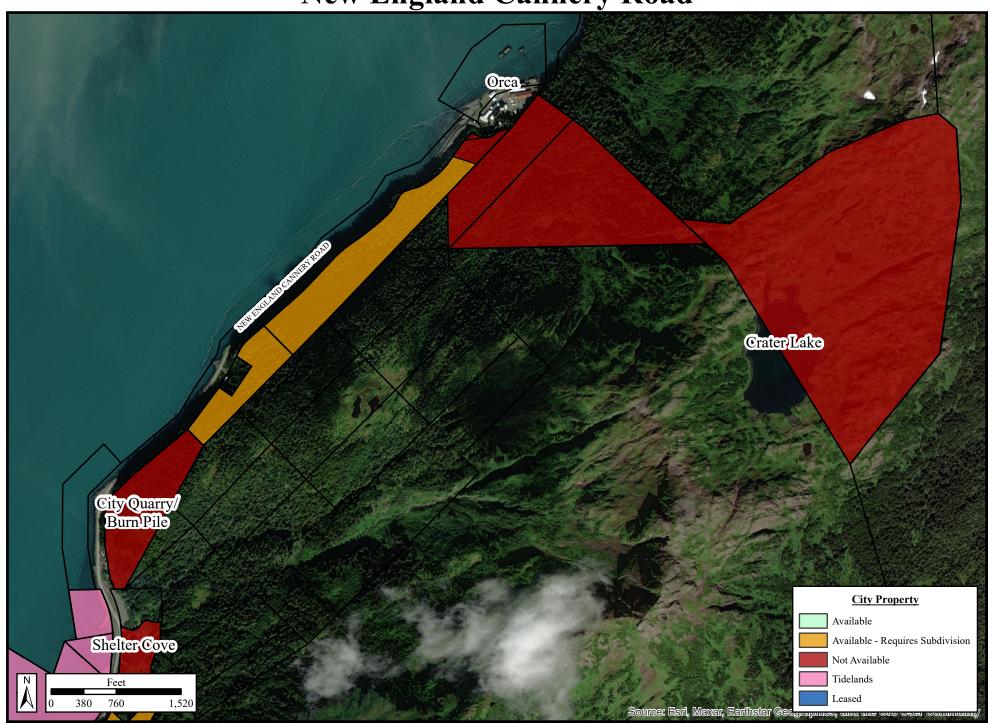
Leased – These are parcels currently leased to a business or government entity by the city. There are leases that are short term, others are long term leases with substantial improvements on the property. Some leased property has an option to purchase. A Letter of Interest for a property that is under lease may be considered when the lease enters the final year of its term.

Update Policy

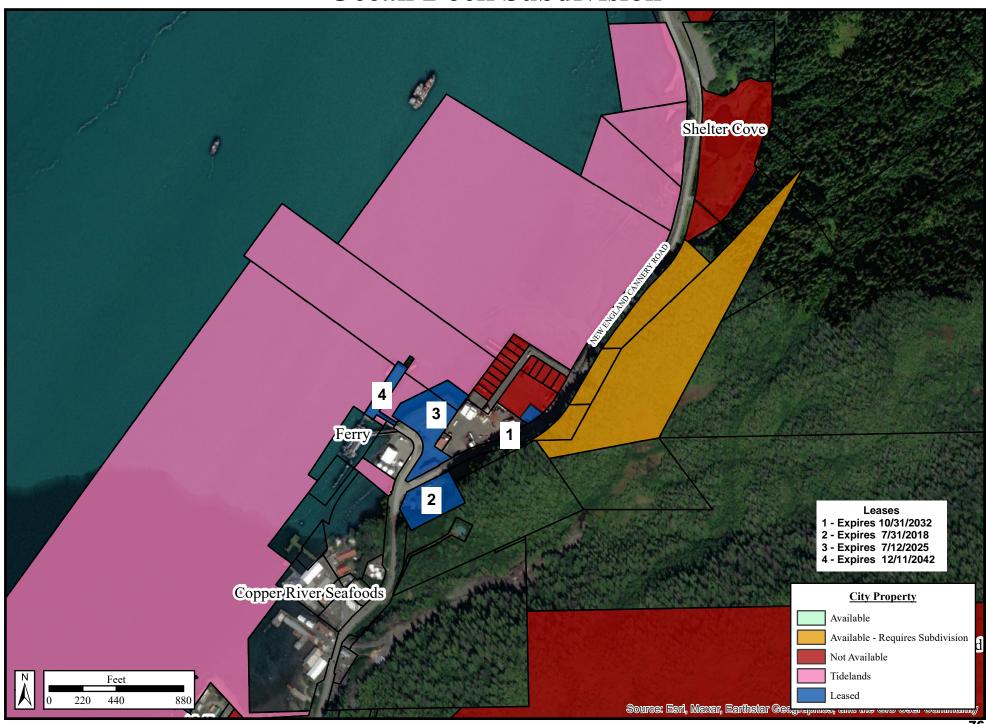
Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process begins each year with updated maps being presented to the Planning Commission, but the maps may be modified throughout the year on a case-by-case basis.

For more information on the land disposal process, refer to Chapter 5.22 of the Cordova Municipal Code, or direct your questions to the Planning Department staff.

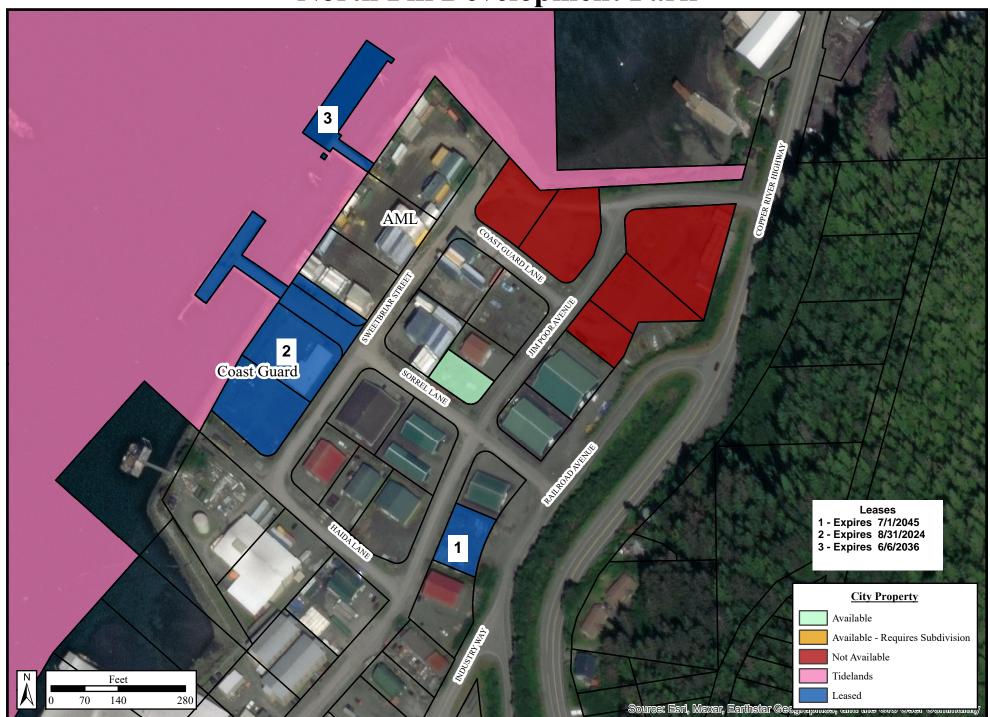
New England Cannery Road



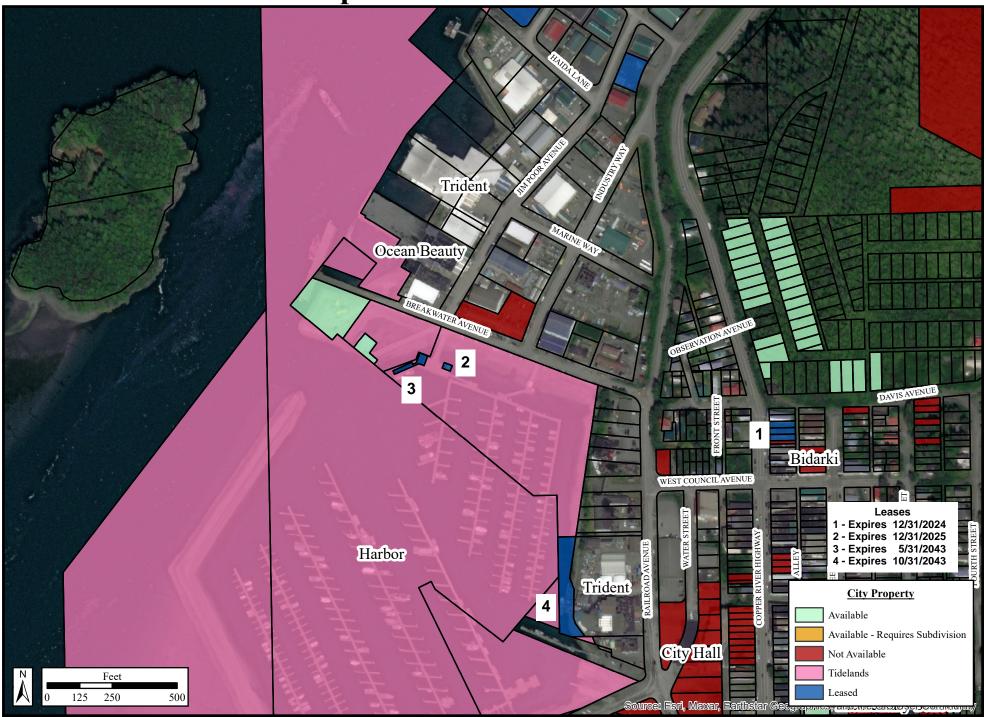
Ocean Dock Subdivision



North Fill Development Park



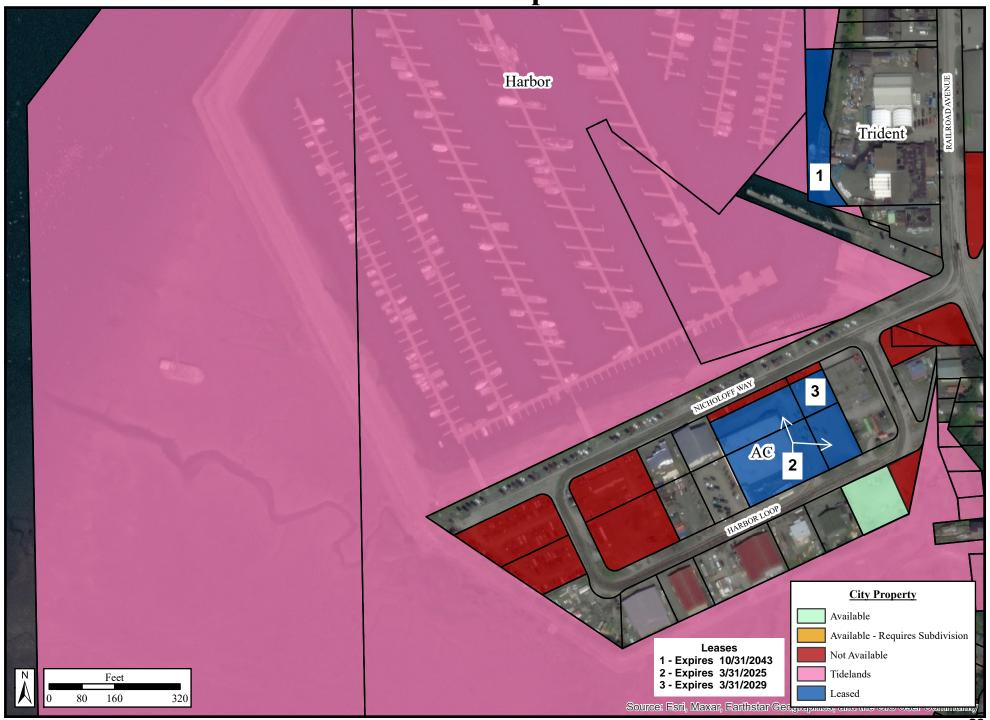
Tidewater Development Park & Cordova Industrial Park



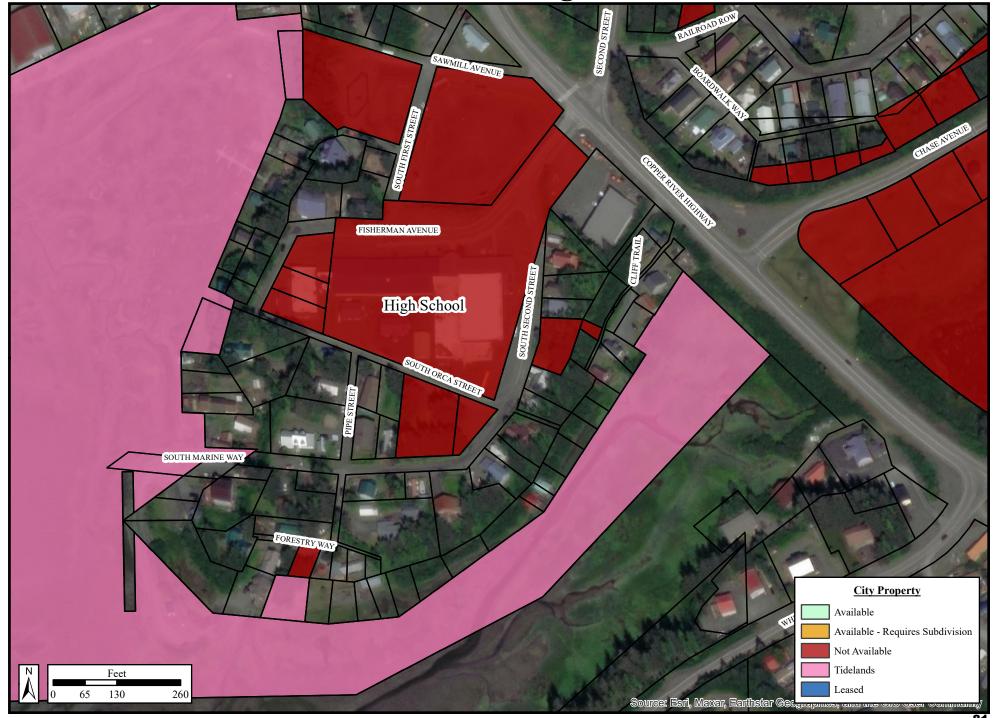
Old Town



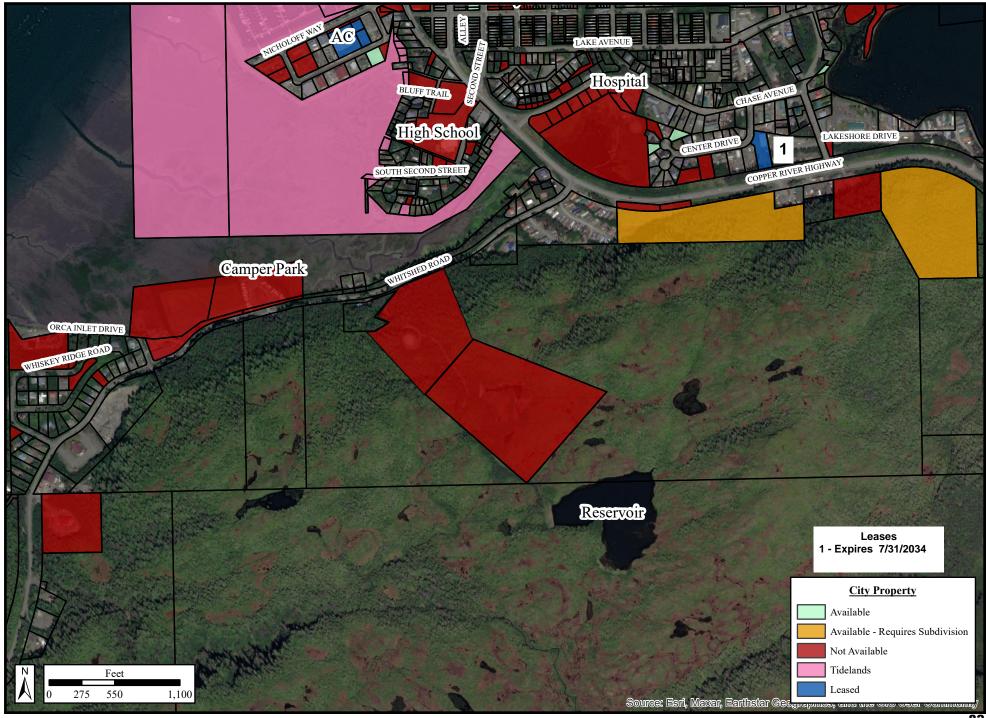
South Fill Development Park



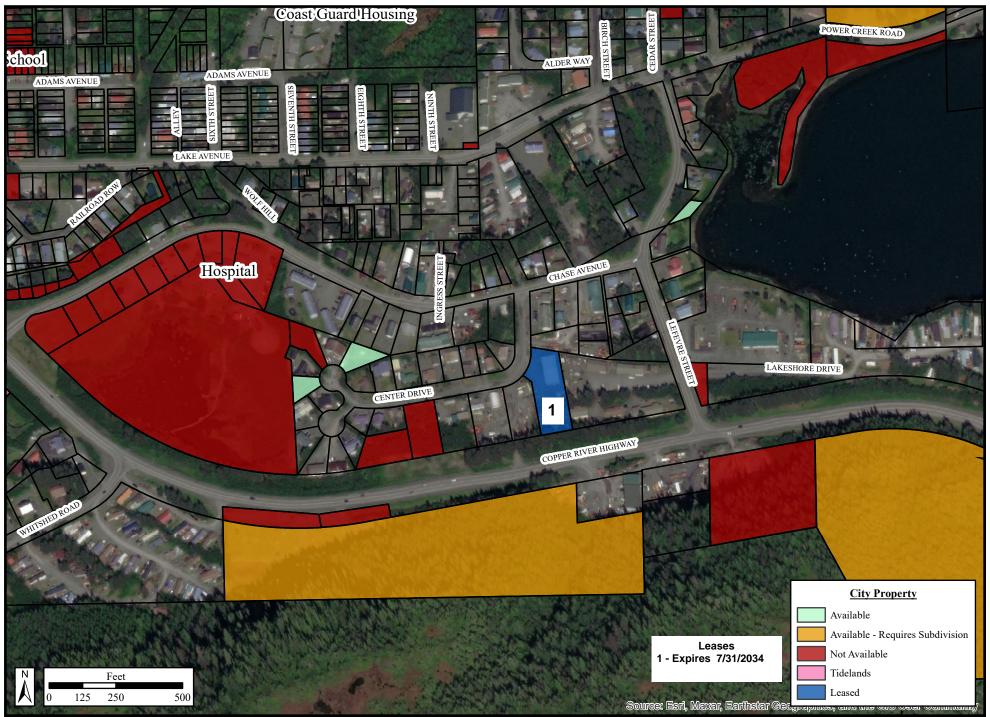
Odiak Slough



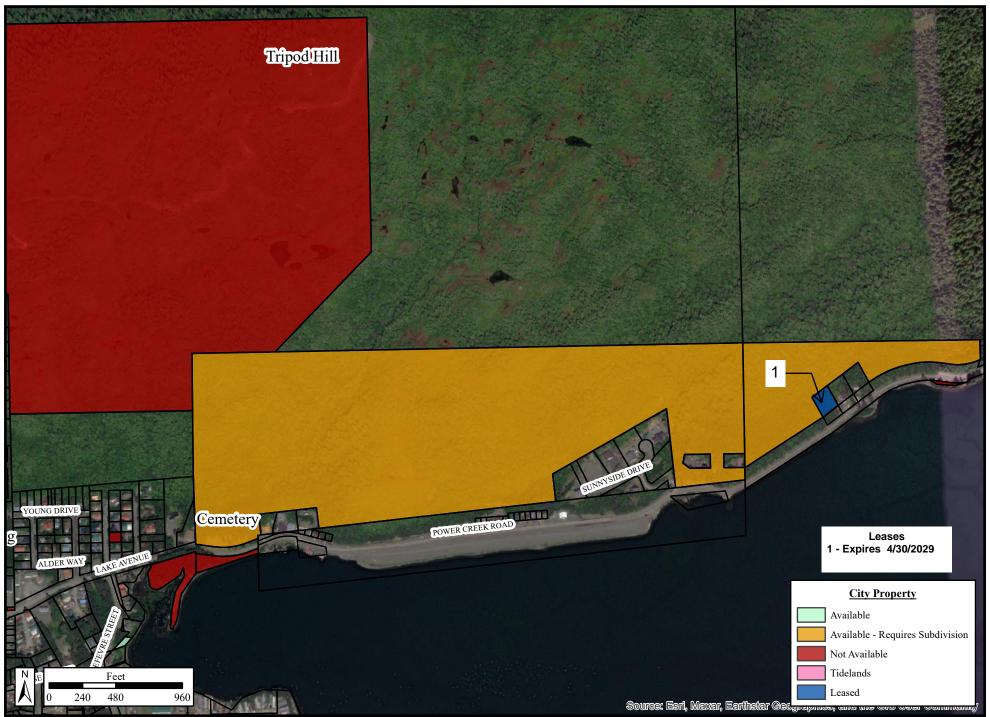
Whitshed Road



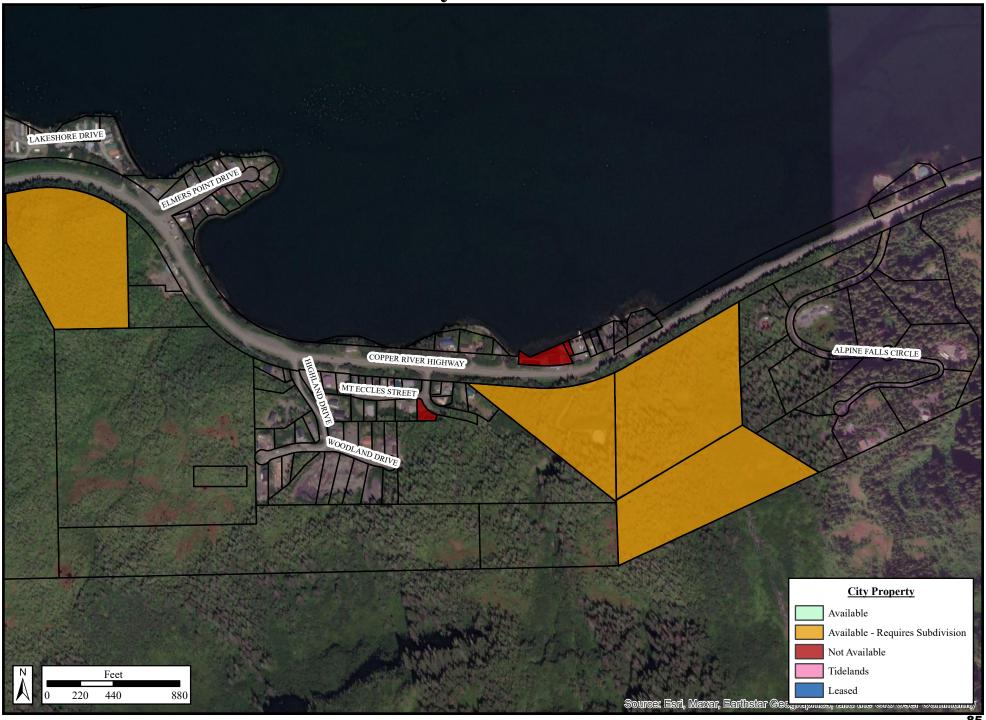
Odiak Park



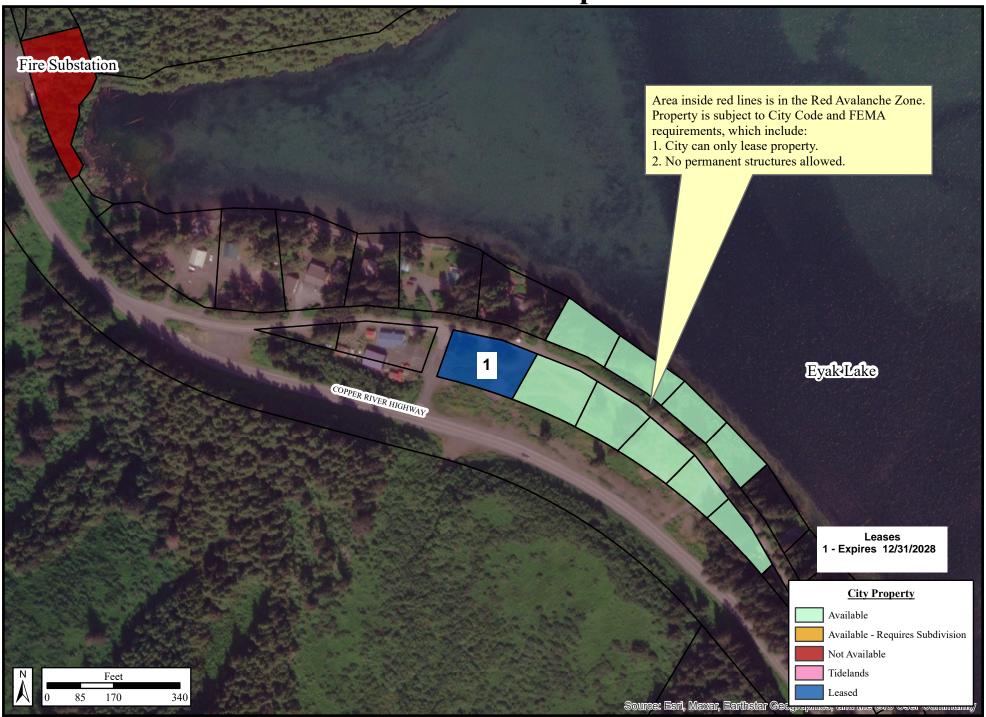
Power Creek Road



Eyak Lake



Five Mile Loop



2025 Land Disposal Maps

Adopted	by	City	Council:	

Map Designations

<u>Available</u> – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

<u>Available Requires Subdivision</u> – These parcels are considered "Available." These are large parcels of land which would require subdivision and creation of two or more lots out of a portion of or all the land in question. The disposal process for these parcels may require some or all the following: City acquiring title to the land from the state, surveying, or subdivision development agreements. Many of these parcels contain city improvements that would not be disposed of, such as access roads, water infrastructure, trails, cemeteries, etc.

<u>Not Available</u> – These parcels include, snow dumps, property with improvements/buildings on them, or other lots used or occupied by the City. The City Manager will accept a Letter of Interest from an interested party who requests the property designation be changed to "Available," however the existing City use of the property will be examined and carefully weighed against the letter of interest before either making the land "Available" or maintaining the "Not Available" designation.

<u>Tidelands</u> – A Letter of Interest to purchase or lease tidelands will be reviewed by the by the Harbor Commission, Planning Commission, and the City Council. The final recommendation on disposing of the tidelands would be by the majority vote of the City Council.

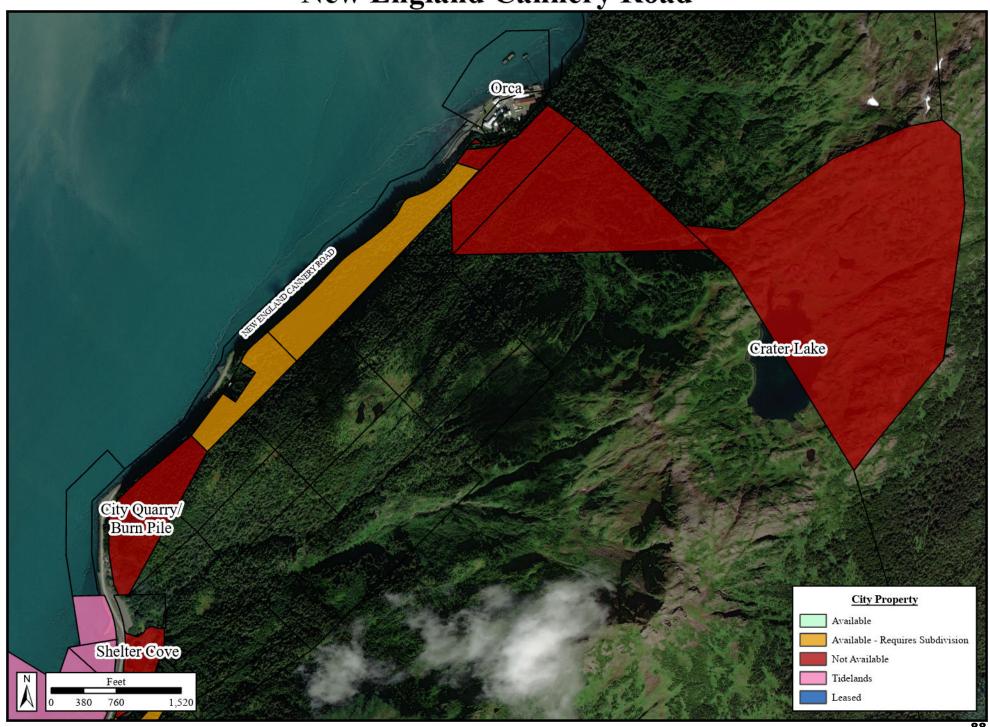
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Update Policy

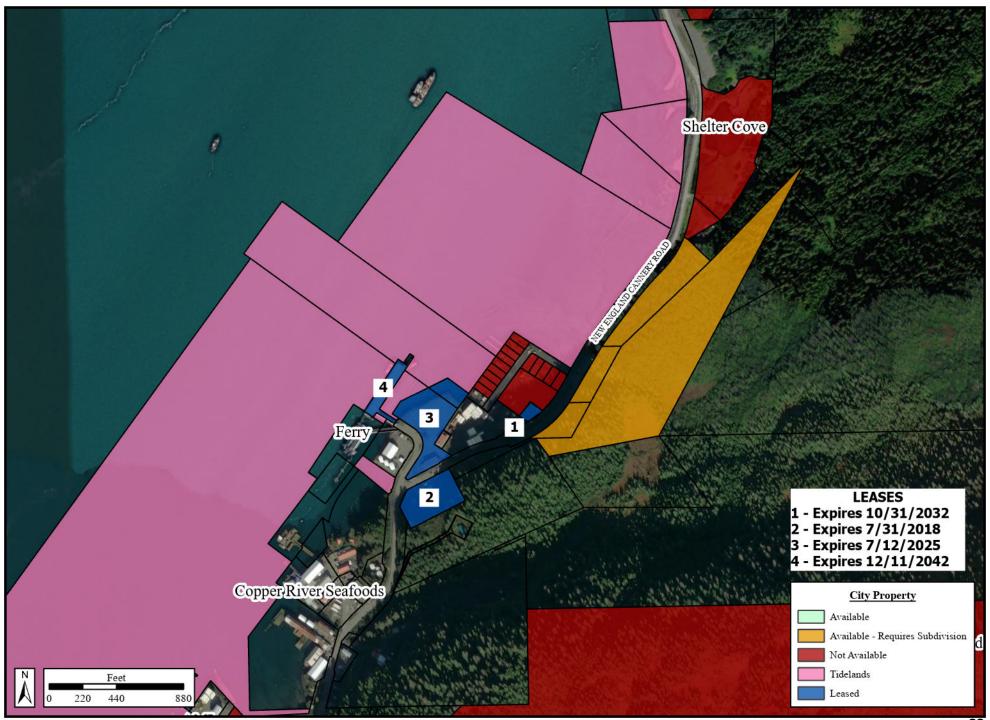
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For more information on the land disposal process, refer to Chapter 7.40 of the Cordova Municipal Code, or direct your questions to the Planning Department Staff.

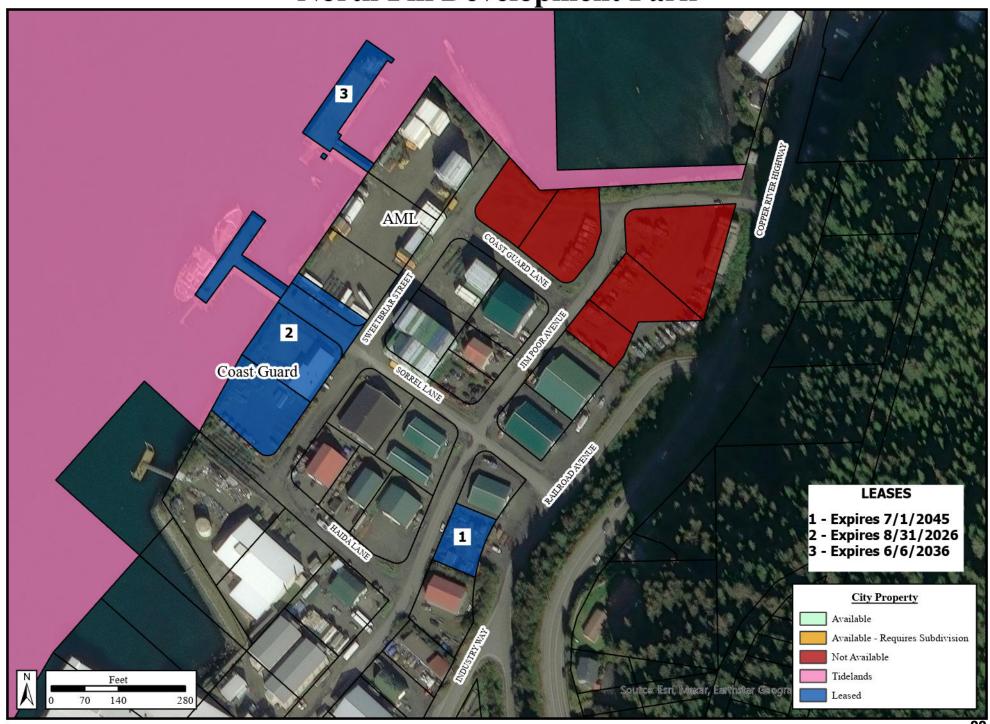
New England Cannery Road



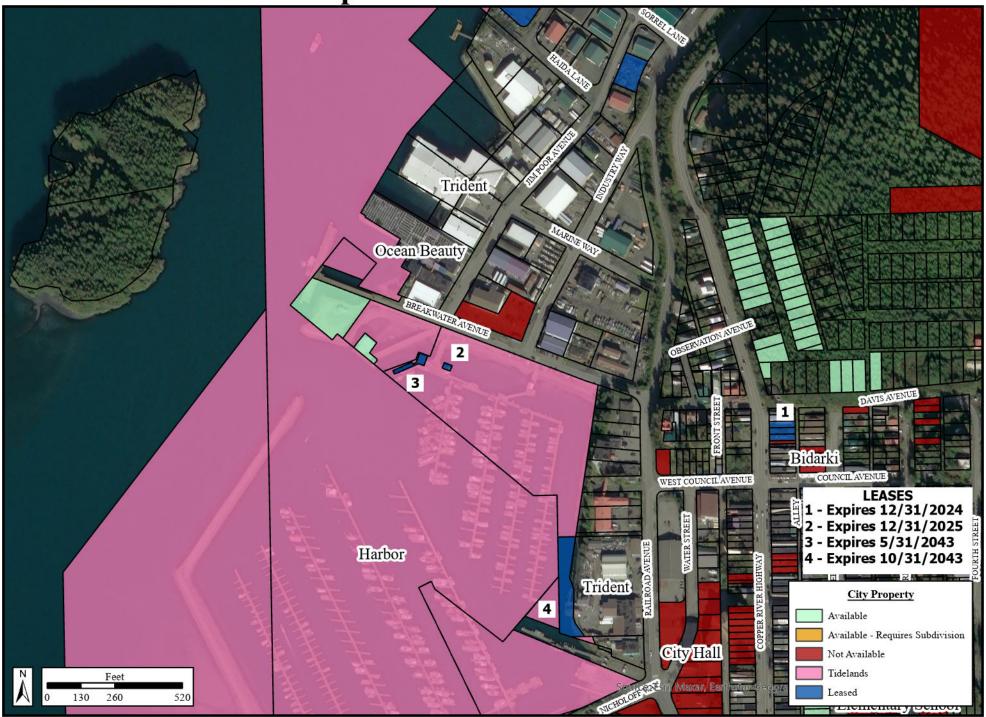
Ocean Dock Subdivision



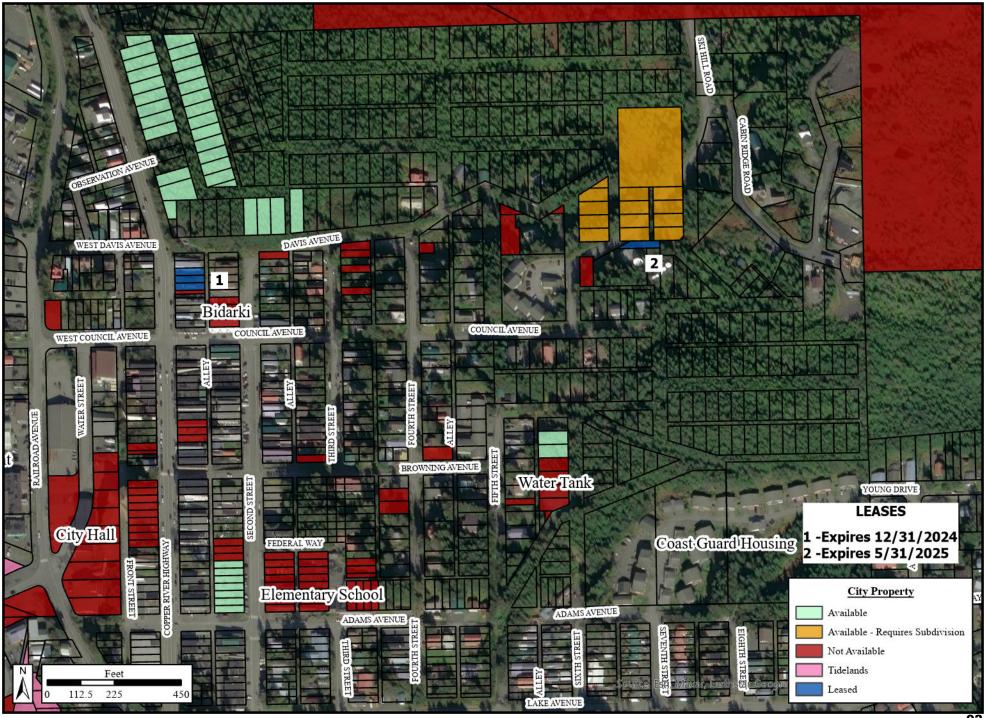
North Fill Development Park



Tidewater Development Park & Cordova Industrial Park



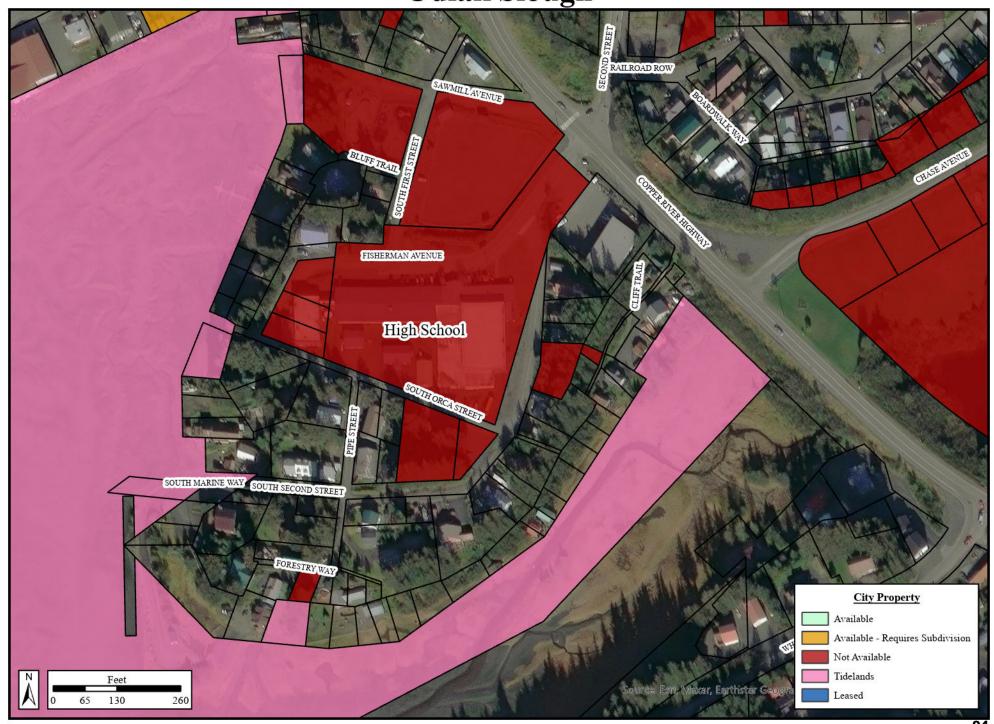
Old Town



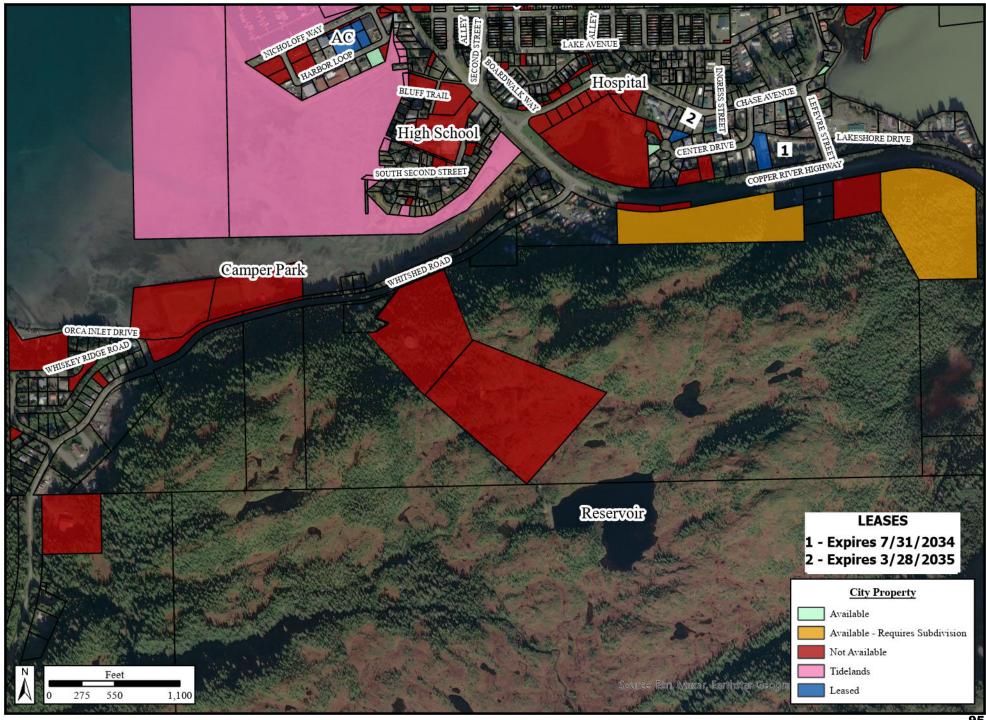
South Fill Development Park



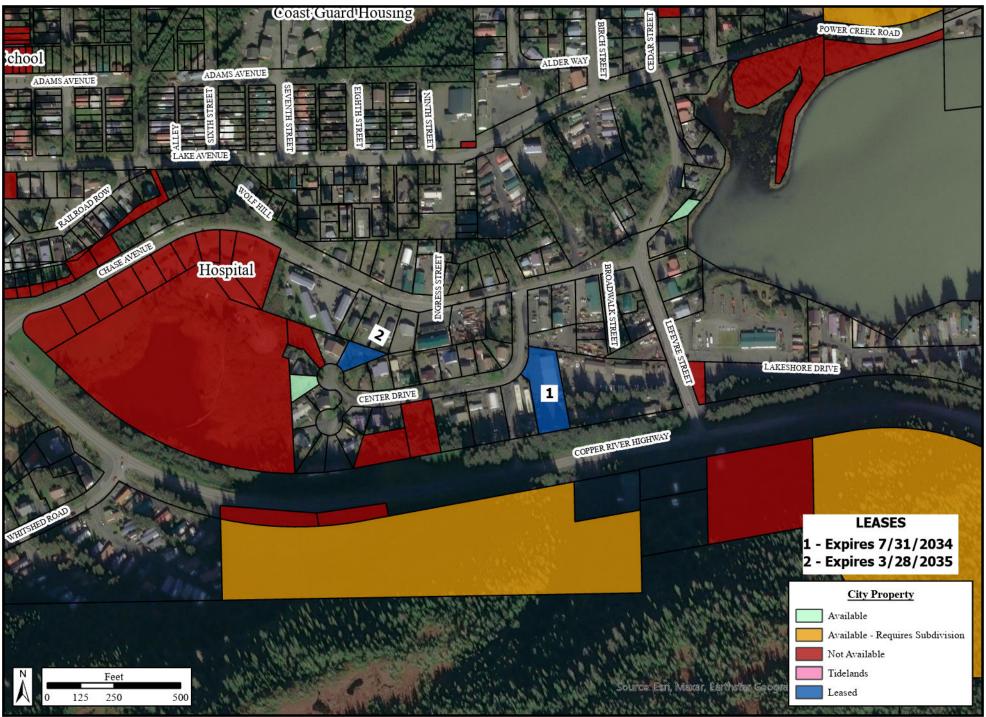
Odiak Slough



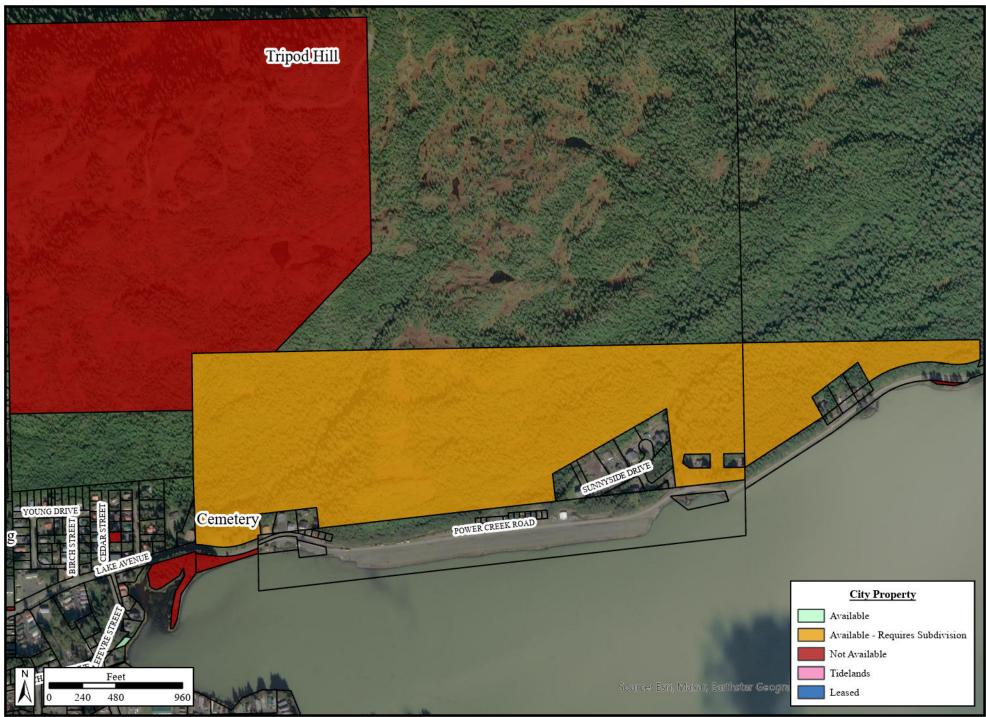
Whitshed Road



Odiak Park



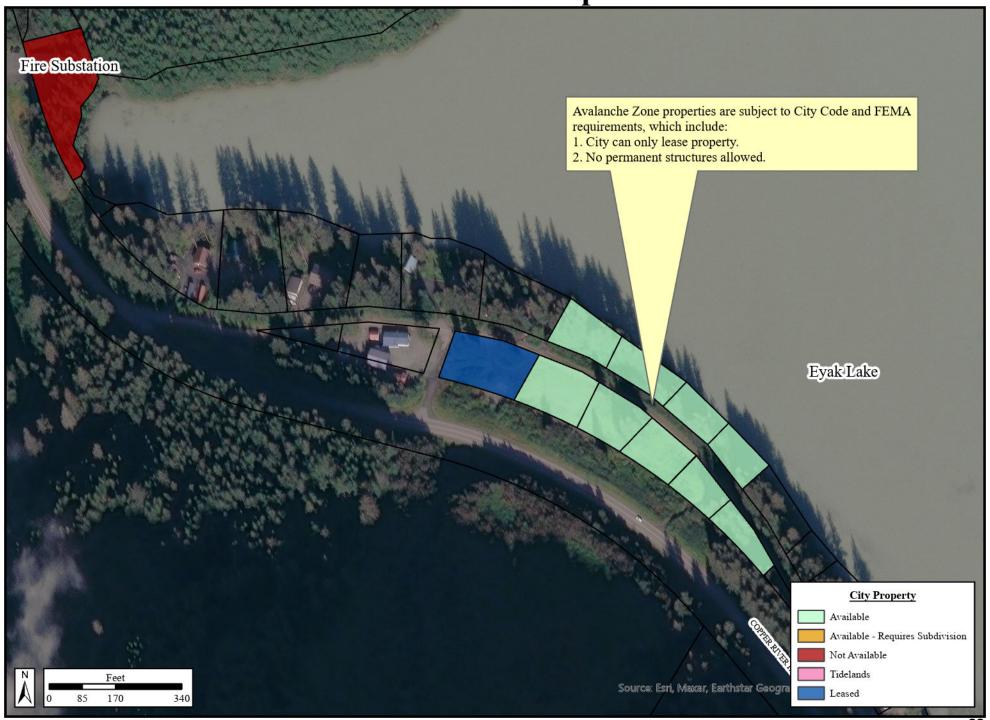
Power Creek Road



Eyak Lake



Five Mile Loop





AGENDA ITEM # 17 City Council Regular Meeting Date: 04/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday April 9, 2025

ITEM: Resolution 04-25-09 - Lease Agreement for Lot 9B of ASLS 73 – 35 of Cordova Small

Tracts

NEXT STEP: Approval of the Resolution

____ INFORMATION X RESOLUTION MOTION ORDINANCE

I. <u>REQUEST OR ISSUE:</u> Requested Action: Approval of Lease via Resolution

Applicants: Ladds, Bolin, and 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. <u>RECOMMENDED ACTION / NEXT STEP:</u> Staff suggests the following motion: "I move to adopt Resolution 04-25-09."

III. <u>FISCAL IMPACTS</u>: The property would become part of City's lease revenue and possessory interest tax.

IV. <u>BACKGROUND INFORMATION:</u> 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 1st of each year. No items shall be placed back onto the property before May 1st 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 1st to Dec 1st 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 regard 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 was brought before City Council and voted to approve the lease negotiations continue.

The City attorney approved the lease agreement that is now before you today. The lease is for recreational use of the lot with recreational items able to be stored on the lot between the time of May 02 to November 30 of each year. This lease is a five (5) year lease of the property.

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.

VI. <u>LEGAL ISSUES</u>: Legal review of the lease agreement by the City's legal counsel was conducted and it is now before City Council for final approval.

VII. <u>SUMMARY AND ALTERNATIVES</u>: 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.

VIII. ATTACHMENTS: A. Resolution 04-25-09

B. Lease Agreement and Exhibits A & B

CITY OF CORDOVA, ALASKA RESOLUTION 04-25-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE LEASE OF TRACT 9B, ASLS 73-35, CORDOVA SMALL TRACTS TO CHRIS BOLIN, ANGELA JEPPSON, BOB LADD, AND JACKIE LADD,

WHEREAS, Chris Bolin, Angela Jeppson, Bob Ladd, and Jackie Ladd submitted a letter of interest to lease Tract 9B, ASLS 73-35, Cordova Small Tracts ("Property") from the City of Cordova ("City"); and

WHEREAS, The City Council Authorized the City Manager to negotiate a Lease Agreement with Chris Bolin, Angela Jeppson, Bob Ladd, and Jackie Ladd; and

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

WHEREAS, The City Council has determined that the lease of the property to Chris Bolin, Angela Jeppson, Bob Ladd, and Jackie Ladd, 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 Lease Agreement for the Property with Chris Bolin, Angela Jeppson, Bob Ladd, and Jackie Ladd. The form and content of the Lease Agreement, along with the Exhibits A & B attached to the Lease 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 16th DAY OF APRIL 2025

	Kristin Smith, Mayor
ATTEST:	
	Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA Cordova, Alaska

LEASE

This LEASE ("Lease") by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and Chris Bolin, Angela Jeppson, Jackie Ladd, and Bob Ladd persons in Cordova, Alaska (each individually a "Lessee" and collectively referred to as "Lessee" or "Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as *Tract 9B, ASLS 73-35* located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises"); and

WHEREAS, Lessee desires to lease the Premises from the City, and Lessor desires to lease the Premises to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Tenant in accordance with the Cordova City Charter §5-17 and Chapter 7.40 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

NOW, THEREFORE, in consideration of the Premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. <u>LEASE OF PREMISES</u>

Subject to the terms and conditions set forth herein, the City hereby leases to Lessee and Lessee hereby leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

A. <u>Initial Term.</u> The initial Lease Term will be (5) years, commencing on May 02, 2025, (the "Commencement Date") and terminating at 11:59 p.m. on May 02, 2030 (the "Lease Term"), unless earlier terminated in accordance with the terms of this Lease.

B. Option to Extend. This Lease may be extended at the option of Lessee for two (2) additional (5) year terms (each an "Extension Term") under the terms and conditions of this Lease, provided that (i) Lessee is not in breach of any terms of this Lease; and (ii) Lessee gives notice to Lessor in writing at least ninety (90) calendar days before the expiration of the initial Lease Term or the first Extension Term. In the event Lessee exercises either of its options to extend, the Lease as extended shall be subject to all provisions in the Cordova Municipal Code in effect at the time of the extension.

3. RENT

A. Base Rent. The annual rent for each year of the Lease Term, or portion thereof, shall be Eight Hundred Ten and 00/100 Dollars (\$810.00) payable in advance ("Base Rent"). For the first year of this Lease commencing on the Commencement Date and concluding on May 02, 2030, annual Base Rent shall be paid on or before the Commencement Date. Base Rent for the remaining Lease Term and in any Extension Term, shall be due on the first day of May 2025. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 20(E) of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely

LEASE AGREEMENT Page 1 of 18

net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Lessee monthly at the same time Lessee makes its monthly payments of Base Rent to the City) and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City shall have the right, but not the obligation, at all times during the Lease term, to pay any charges levied or imposed upon the Premises that remain unpaid after the same have become due and payable, and the amount paid, plus the City's reasonable expenses, shall be additional rent due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

- C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.
- **D.** Adjustment of Base Rent. Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.
- E. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to One Hundred and 00/100 Dollars (\$100.00) (the "Security Deposit"). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:
 - (i) the payment of any rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant's personal property (if any) or improvements remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant's vacation of the Premises.

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4. USES AND CONDITION OF PREMISES

- A. Authorized Uses. Use of the Premises shall be limited to personal recreational use with the ability to store recreational vehicles, kayaks, and items of the recreational nature between the dates of May 2, to November 30, as described in Attachment A and operated by Lessee, and the leased Premises shall not, without prior written consent of the Lessor, be used for any other purposes. Lessor expressly reserves the right to terminate this Lease in the event Lessee fails to operate said use for a period of fourteen (14) consecutive days; provided, however, that during the Avalanche Season (hereinafter defined), or whenever the City has declared an avalanche hazard for the Premises or the Avalanche District, Lessee shall be excused from this occupancy requirement and be prohibited from using the Premises between the months of December 1, to May 1.
- **B.** Avalanche Hazard/Forecast. Lessee understands, acknowledges and agrees that the Premises is located in a High Hazard Red Zone for avalanches, and that the Premises shall not be occupied for any permitted use(s) between the months of December 1 and May 1 (the "Avalanche Season") of any year during the Lease Term or any Extension Term, or at any other time when the City has declared an avalanche hazard for the Premises or the Avalanche District (as defined by the Code). At the conclusion of the Avalanche Season or a City declared avalanche hazard, and prior to occupying the Premises, Lessee shall notify the City in writing of its intent to occupy the Premises and shall provide to the City with such notice a written statement from the City's approved avalanche forecaster certifying that the avalanche danger is over for the year, or that the declared avalanche hazard has ceased. Failure to provide such notice and statement shall be deemed a default under the Lease. Tenant shall not be entitled to a rental abatement or reduction for being unable to occupy the Premises, or any portion thereof, during the Avalanche Season or any declared avalanche hazard. AT ALL TIMES AND UNDER ALL CIRCUMSTANCES ALL DECISIONS MADE REGARDING LESSEE'S USE OF THE PREMISES ARE LESSEE'S SOLE RESPONSIBILITY.
- C. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises immediately and without notice in the case of an emergency that threatens public health, welfare or safety. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times upon prior notice to Lessee, to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry on the Premises in response to an emergency regardless of the cause of any damage resulting from the City's emergency entry.
- **D. Compliance with Laws.** Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent, except as permitted by Section 4(A) of this Lease. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9(B) of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow

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the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

E. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee further acknowledges, agrees represents and warrants that it knows and understands that the Premises is located in Avalanche District for the City (High Hazard Red Zone), and that use of the Premises may expose Lessee, its employees, guests and invitees to potential avalanches and increased risk of injury, dismemberment, or death. Lessee is executing this Lease with full knowledge of such risks and conditions, and Lessee desires to accept, and does accept, the Premises with such risks and conditions and in its AS IS, WHERE IS, CONDITION WITH ALL FAULTS. Lessee, on behalf of itself, its invitees, successors and/or assigns releases the City from any claims related to the condition of the Premises, and further agrees to defend, indemnify and hold the City 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, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to the condition of the Premises. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute § 9.65.070, or any amendment thereto.

F. The City many terminate this Lease for any or no reason upon thirty (30) days' written notice to Lessee.

5. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and Lessee has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (3) all utilities and services needed for Lessee's use of the Premises; (4) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all real property taxes, personal property taxes, and sales taxes related to the

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Premises or Lessee's use or occupancy thereof; and (6) any taxes on the leasehold interest created under this Lease.

8. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or materialman's liens, sales tax liens under CMC § 5.40.125, or property tax liens under CMC § 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

9. <u>INDEMNIFICATION</u>

A. General Indemnification. Lessee shall defend, indemnify and hold the City 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, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to the Lease, Lessee's occupation or use of the Premises, or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City 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) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee'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 Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee 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 Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's 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 which is on or from the Premises, 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; provided, however, that the acts giving rise to

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the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

As used in this Lease, "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 such law or regulation.

10. <u>INSURANCE</u>

Tenant shall procure and maintain, at Tenant's sole cost and expense, the following policies of insurance, or policies otherwise approved by the City Manager, with a reputable insurance company or companies satisfactory to the City:

General liability insurance in respect of the Premises, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section.

11. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Lessee shall remove from the Premises, at Lessee's sole expense, all property Lessee has placed or caused to be placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Lessee and, upon expiration or earlier termination of the Lease and upon request of the City, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Lessee's sole expense.

12. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Lessee:

i. The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Lessee;

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- ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;
- iii. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;
- iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Lessee's interest in the leasehold estate (or any portion thereof) or of Lessee's operations on the Premises (or any portion thereof) by reason of Lessee's insolvency;
 - v. The abandonment or vacation of the Premises or any portion thereof;
- vi. Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;
- vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or
- viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.
- **B.** Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:
- i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.
- ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

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- iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;
- v. Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Lessee is obligated under the Lease;
 - vi. Recover the costs of performing any duty of Lessee in this Lease;
- vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Lessee or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. <u>VACATION BY LESSEE</u>

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

15. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. **SIGNS**

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Lessee shall be removed from the Premises by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

17. HOLDING OVER

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee

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terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 7.40 or such successor provision of the Code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

18. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative.

- **A. Total Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate.
- **B.** Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be reduced in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.
- C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

19. <u>COSTS</u>

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

20. MISCELLANEOUS

- A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.
- **B.** Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.
- C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.
- **D.** Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.
- **E. Notice.** All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY: TO LESSEES:

City of Cordova

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Attn: City Manager P.O. Box 1210 Cordova, Alaska 99574 Chris Bolin & Angela Jeppson P.O. Box 716 Cordova, Alaska 99574 Jackie & Bob Ladd & P.O. Box 1306 Cordova, Alaska 99574

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

- **F.** Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.
- **G.** No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.
- **H. Survival.** No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.
- I. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- J. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.
- **K. Estoppel Certificates.** Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.
- L. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.
- **M.** Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.
 - N. Exhibits. Exhibit A and Exhibit B to this Lease is hereby specifically incorporated into this Lease.
- **O.** No Third-Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

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- **P.** Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.
- **Q.** Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- **R.** Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the dates set opposite their respective signatures below.

Date:
Date.
By:
Jackie Ladd
Date:
By:
Bob Ladd
Date:

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Exhibit A GIS Overview of Tract 9B

Private recreational use area, camping, swimming, kayaking, campfire, storage of recreational use items.

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EXHIBIT B AVALANCHE DISTRICT

Chapter 18.35 - AVALANCHE DISTRICT

18.35.010 - Purpose.

An avalanche district is hereby established as a zoning overlay district for the following purposes:

- A. To protect the citizens of Cordova and the general public from the extreme hazards associated with avalanche events;
- B. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist;
- C. To identify areas where historic avalanche events have impacted lands in a manner that indicates extreme or moderate hazards to human life and property;
- D. To give notice to the public of those areas within the city where avalanche potential has been found to exist;
- E. To allow for construction of single-family residences by persons informed of avalanche danger with regard to a specific parcel of real property located in moderate hazard areas, while providing regulations to protect lessees, renters and subtenants of property located within the avalanche district;
- F. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures;
- G. To promote the general public health, safety and welfare; and
- H. To protect Eyak Lake, Eyak River and other watersheds within Cordova from pollution resulting from fuel, chemical, lubricant, paints, cleaners and other types of hazardous and harmful materials that might be stored within the avalanche district and be carried by avalanche events into waters and wetlands. (Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.020 - Definition and designation of avalanche district.

- A. The avalanche district shall be a district overlaying an existing zoning district. It shall designate those areas within the city found to be subject to potential avalanche danger. Additional requirements of the avalanche district shall be applied to uses otherwise permitted in the existing zoning district.
- B. The avalanche district shall consist of two sub-zone designations. The distinction between these subzones is defined according to the frequency and destructive force of potential avalanches. They include high hazard "red zones" and moderate hazard "blue zones."
- 1. High Hazard Zones—Red Zones. High hazard red zones are used to define the greatest potential avalanche risk and are defined as areas subject to:
- a. Avalanche return periods of less than thirty years; and/orb. Impact forces of greater than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a high hazard zone should expect to be infrequently impacted by major avalanche events capable of severely damaging or destroying standard wood frame structures and severely injuring or killing people. This includes the following range of exposure: structures could be totally destroyed or severely damaged, roofs could be blown off or caved in, walls could be pushed in or sucked out, houses could be pushed from their foundations, vehicles could be severely damaged, mature trees could be broken off, and windows and doors could be ripped off, sucked out or pushed in, with considerable broken glass and debris carried by hurricane force winds. People outside or inside of structures could be severely injured or killed. Children or adults playing or working outside would be particularly susceptible to injury or death. The risk of fuel leaks and/or fire and explosion is high.

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- 2.Moderate Hazard Zones—Blue Zones. Moderate hazard blue zones are exposed to potential avalanche threat, but to a lesser degree. Mitigation will usually be feasible but requires site specific analysis. By definition, these areas are subject to:
 - a. Return periods of greater than thirty years, but under three hundred years; and
- b. Impact pressures of less than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a moderate hazard zone can expect to be less frequently exposed to potential threat from major avalanches and, because of the location, subjected to a lower degree of potential impact. This includes the following range of exposure: structures could be moderately damaged, houses could be pushed from their foundations, roofs could be blown off, walls could be pushed in, windows and doors could be pushed in, sucked out or ripped off, and broken glass and flying branches could be a hazard to people. The risk of fuel leaks and/or fire and explosion is high. People outside would be particularly vulnerable to flying debris. Although generally the avalanche exposure here is less frequent than in the red zone, serious damage, death or injuries are possible.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

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.
- B. Moderate Hazard Blue Zone.
 - 1. Single-family residences and associated structures. Proper mitigating measures are required for construction permits within the blue zone. Additional information and/or reports are required by the building official related to construction within the blue zone; and
 - 2. Seasonal bed and breakfast businesses except between December 1st and May 1st or other times when the city has declared an avalanche hazard;
 - 3. Any use permitted in the red zone.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.035 - Conditional uses in blue zone.

Subject to the requirements of the conditional use standards and procedures of this title, the following uses may be permitted in the blue zone:

A. Commercial occupancies.

(Ord. No. 1123, § 1, 4-15-2015)

18.35.040 - Prohibited uses.

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Because of the high hazard to the health and safety of the general public, no uses that concentrate human activity during times of risk are allowed in the avalanche district. The following uses are prohibited in the:

- A. High Hazard Red Zone.
 - 1.All residential occupancies;
 - 2. All commercial occupancies;
 - 3.All storage facilities;
 - 4.All temporary structures, except those authorized by special permit issued by the city that might be required to serve temporary uses related to public services;
 - 5. Any use or structure open to the general public for use between December 1st and May 1st of any year, or other times when the city has declared an avalanche hazard;
 - 6. Open or closed storage of vehicles, boats or equipment;
 - 7. Fuel, or any other material rated as hazardous; or
 - 8. Junkyards.
 - B. Moderate Hazard Blue Zone.
 - 1. All residential occupancies, except single-family residences;
 - 2. Seasonal bed and breakfast businesses between December 1st and May 1st or other times when the city has declared an avalanche hazard;
 - 3. Open or closed commercial storage of vehicles, boats or equipment, except items for personal use under the control of the owner of the property; or
 - 4. Fuel or any other material rated as hazardous, when the quantity of material exceeds the minimum listed controlled quantities under HAZMAT guidelines adopted by the state of Alaska and/or the city of Cordova, Alaska.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.050 - Required permits.

No person shall engage in the uses listed in subsections (A)—(F) within the avalanche district without an approved site development plan, building permit and/or a written conditional use permit issued by the city. Prior to issuance of a building permit for any habitable structure within the avalanche zone, the applicant shall submit to the city building official plans signed by an engineer licensed in the state of Alaska, certifying that the proposed construction as designed will withstand the avalanche forces designated for the zone, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior.

The avalanche forces setting standards for this chapter are to be considered minimum forces only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to meet those forces. Avalanches may occur with forces greater than the standards in this section, and areas of the city not designated as avalanche district may be subject to potential avalanche danger.

A. Construction of avalanche protective, deflective and preventative structures, devices or earthwork that may deflect avalanches shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans thereof signed by an engineer licensed in the state of Alaska, certifying that the proposed construction will withstand the designated avalanche forces within the zone or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior, and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional

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use permit. Appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land;

- B. Excavation or removal of soil, trees, shrubs or downed timber when the activity results in alterations of the landscape that could increase or create avalanche hazard;
- C. Construction of structures for, or installation of public services and utilities;
- D. Camping on public lands in the avalanche district;
- E. Mining; or
- F. Timber harvesting. (Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.060 - Use restrictions.

The following restrictions are hereby imposed upon construction, development and use of all real property located within the avalanche district:

- A. All public utilities installed after the effective date of the ordinance codified in this chapter for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to said utilities and injury to persons and property;
- B. There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche district. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other provisions of this chapter and is located entirely outside of the avalanche district. (Ord. 853 (part), 2000).

18.35.070 - General notice requirements.

In order to provide reasonable notice to the public of the avalanche potential within all areas designated avalanche district, the following notice regulations and requirements are hereby adopted for all real property and structures located within said zone:

- A. All subdivision plats shall identify and designate each lot and block, or portions thereof, located within the avalanche district together with applicable subzone designation by a stamp or writing in a manner providing reasonable notice to interested parties.
- B. All plans submitted with a building permit application for development of property, any part of which is within the avalanche district, must be stamped "Avalanche District," together with the applicable subzone designation.
- C. Prior to issuance of any building permit for construction within the avalanche district, the applicant shall appear before the planning and zoning commission for the purpose of receiving personal notice of the fact such building is within the avalanche zone and notice of the studies conducted to date with regard thereto.
- D. The city shall file with the office of the recorder such documents as necessary to provide record notice of each existing lot and/or parcel of real property within the avalanche district.
- E. The city shall post signs in the public right-of-way to reasonably identify the boundaries of the avalanche district.
- F. All owners or owner representatives who rent, lease or sublet any structure or premises within the avalanche district from December 1st through May 1st, or during times when an avalanche hazard has been declared by the city, shall provide the tenant, lessee or subtenant with written notice that such property is located within the avalanche district, including the subzone designation, prior to occupancy thereof. This notice shall be a part of the rental or lease document and shall require specific signed acknowledgement

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by the tenant, lessee or subtenant.

- G. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or shows a parcel of real property and/or structure for sale within the avalanche district shall provide the prospective purchaser written notice that said real property and/or structure is located within the avalanche district and identify the subzone designation. Furthermore, the written notice shall state that avalanche hazard studies are available for public inspection at the administrative offices of the city, and that such studies should be reviewed prior to any party entering any agreement or contract or lease with regard thereto.
- H. If, under the provisions of Section 18.35.090, any use continued within the avalanche district Red Zone includes living units available for casual/daily rentals or short-term lease (less than ninety days) the following shall apply. All brochures and other printed materials advertising and/or soliciting reservations for rental or lease of living units within the avalanche district during the period between December 1st and May 1st shall contain a statement that the units are located within an avalanche district Red Zone, a high avalanche hazard area. (Ord. 853 (part), 2000).

18.35.080 - Special restrictions.

No person shall commit the following in the avalanche district:

- A. Tamper with or remove any sign, monument, or other boundary marker; or
- B. Place, store or dump waste, refuse and hazardous or toxic substances. (Ord. 853 (part), 2000).

18.35.090 - Conditions for continuation.

Any building or portion thereof in existence prior to the effective date of this chapter which is specifically designed or arranged to be lawfully occupied or used in a manner not conforming to the provisions of this title may thereafter be so occupied and used, subject to the limitations set forth in Section 18.52.010 Chapter 18.52—Nonconformities. Except that discontinued shall mean that a nonconforming use has ceased, and has not substantially resumed, for a period of three hundred sixty-five days or more, regardless of intent. The term "in existence" shall include, for the purposes of this section only, any building under actual permitted construction at such date; provided, that such building can be completed within one year thereof. In addition, should an owner-occupied dwelling become vacant after the date of the ordinance codified in this chapter, that dwelling may be offered for lease or rent if all other requirements are met. Notwithstanding this provision, any required notice provisions contained in Section 18.35.070 shall be issued.

(Ord. 853 (part), 2000).

(Ord. No. 1155, § 1, 9-6-2017)

18.35.100 - Damage or destruction.

No building, use or occupancy continued in the avalanche district under the provisions of Section 18.35.090, which is damaged or destroyed to the extent of more than fifty percent of its assessed value by an avalanche event, shall be repaired, altered or occupied except in conformity with the provisions of this title.

(Ord. 853 (part), 2000).

18.35.110 - Suspension of city services.

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During periods of avalanche danger, city services, including emergency services, police, fire, rescue, and utility services, may be suspended, or otherwise not be provided to property within the avalanche district; nor shall the city accept responsibility for or guarantee that emergency services, rescue efforts, or other city services be provided during periods of extreme avalanche danger.

(Ord. 853 (part), 2000).

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.

(Ord. 853 (part), 2000).

18.35.130 - Violations.

Failure to obey or comply with any provision of the Chapter 18.35 is a violation and subject to enforcement action.

(Ord. 853 (part), 2000).

18.35.140 - Notice of avalanche studies.

The city has avalanche studies for various areas within the city. Copies of studies are available for public inspection at the office of the Cordova city planner, City Hall. Persons interested in building, using or occupying real property within the avalanche zone are encouraged and should examine the studies. However, the city does not represent or warrant the completeness or accuracy of those studies.

(Ord. 853 (part), 2000).

18.35.150 - Amendment to zoning map.

The official zoning map of the city is hereby amended to include the avalanche district, with subcategory designation of Red Zone "High Avalanche Hazard" and Blue Zone "Moderate Avalanche Hazard" as part of the avalanche district. The boundaries of such avalanche district are hereby adopted as set forth on such amended official zoning map hereby made a part of this chapter. The city council may from time to time amend the official zoning map of the city to include additional areas designated as "avalanche district," and to further refine district boundaries.

(Ord. 853 (part), 2000).

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AGENDA ITEM # 18 City Council Meeting Date: 04/16/25 CITY COUNCIL COMMUNICATION FORM

FROM:	Amanda Hadley Coward, City Planner		
DATE:	Wednesday, April 9, 2025		
ITEM:	Disposal after RFP of City-owned Lot 4A, Block 3, USS 3345		
	Action to approve the proposal received		
NEXT STEP:	Action to approve the proposal received		

I. REQUEST OR ISSUE: Requested Actions: Council review of received proposals and decision on

disposal

Applicant: Diana Riedel

Legal Description: Lot 4A, Block 3, USS 3345
Area: Approximately 4,400 Sq. Ft.
Zoning: Low Density Residential

Attachments: Letter of Interest

Location Map

Published RFP Packet

Received Proposal – Diana Ridel

II. <u>RECOMMENDED ACTION / NEXT STEP:</u> Staff has provided the following motion for the City Council to consider in order to open the agenda item for discussion:

"I move to approve the proposal from *(insert preferred proposal)*, and direct the City Manager to negotiate an agreement to lease or purchase Lot 4A, Block 3, USS 3345."

Choose one of the following to insert for the asterisk above:

• Diana Riedel

III. FISCAL IMPACTS: Sale of the property would add the land to the city's tax base increasing property tax revenue.

IV. <u>BACKGROUND INFORMATION</u>: On March 19, 2024, Diana Riedel submitted a Letter of Interest to purchase a remnant lot of USS 3345 located along LeFevre Street, for the purpose of constructing an 800 - 1300 square foot single-family home for her daughter. They plan to have a home completed within 5 years.

Staff's only concern was related to the location of a sanitary sewer main that runs through the property. Its exact location in relation to the property lines was determined during a survey of the lot. After the location of the line was identified staff had no more concerns. No structure can be built within the sewer easement, the space can be used for parking and other non-permanent uses.

Based on the proposed site plan provided by the applicant, it appears that they could place the footprint of a home outside of the sewer line easement, property line setbacks, lake setback, and provide onsite parking. This will be reconfirmed during the review of the building permit application.

The Planning Commission reviewed the letter of interest at their April 09, 2024, regular meeting. At that meeting they passed a motion recommending that the City Council disposal of the lot by directing staff to publish a 30-day Request for Proposals.

The City Council received the Planning Commission's recommendation at their regular meeting on May 15, 2024, and decided to direct staff to publish a 30-day Request for Proposals.

On January 06, 2025, this Request for Proposals was published. It closed on February 06, 2025. There were questions from multiple individuals but only one proposal received by the initial interested party Diana Riedel who submitted the letter of interest. Attached is the full proposal packet as published for the public, and the received proposal.

In accordance with the Cordova Municipal Code, the Planning Commission reviewed this proposal at their Tuesday April 08, 2025, regular meeting and have given a recommendation to City Council. They recommend that the City Council approve the proposal from Diana Riedel to lease or purchase Lot 4A, Block 3, USS 3345.

M/Hall it's pretty straight forward there's issues but I'm sure the planner's got those issues and she's going to have to work them out.

S/Ranney I've heard in the community that there's people that have their issues with us selling this property but no one has made anything official so I don't see any reason why that should be stopping us so yeah let's move forward on it.

Foode I just love the idea that we're finding these little opportunities to turn our land into something that people in our lifetime can use instead of letting it sit. **Harrison** I appreciate whenever we can see housing get developed it's um you know a small lot if that means that another person get to stay here and work here that's good in my books.

Vote 5 yeas, 0 nays, 2 absent (Den Adel & Trumblee)

- V. <u>LEGAL ISSUES</u>: Legal review of lease/purchase agreement will be required prior to final approval by City Council.
- **VI.** <u>SUMMARY AND ALTERNATIVES:</u> City Council may make a motion to dispose or not dispose of the property to an applicant who submitted a proposal.

To: City of Cordova Planning Commission

From: Diana Riedel, PO Box 6 Cordova, AK 99574 (907) 253-5364 dianariedel@hotmail.com

March 19, 2024

Dear City of Cordova,

I went over the 2023 land disposal map (amended and approved by city council on 06/21/2023) and I would like to formally put in a letter of interest on the Lefevre street property that is listed as available.

It is the property in-between Sorensons' and Eleshansky's on Eyak lake off Lefevre street and it abuts the Chugach Alaska Corporation Lutheran homesite tract 31 land.

The intended use of the land would be to construct a small single-family residence. Approximately 800-1300 sq feet.

I was involved in the affordable housing committee with the city and native village of Eyak and active in paying attention to the current housing market. My main motivation for wanting to buy this land and have a small home constructed is because my daughter recently turned 18 and would like to be able to continue living and working in Cordova. She has explored the rental market and there is nothing she can currently afford that is also a healthy environment.

She is currently going to UAF (distant learning) for early childhood development and works part time at the elementary school as a substitute teachers aid. She also bought into commercial fishing and would like to make her long-term residence here. With our wet and windy environment, I think new construction and new construction practices are the only way to go. In 2013 my husband and I constructed a 6-star energy rated home here in Cordova. My husband and I currently have our general contractors license, insurance, and bonding under Dineega Services. My cousin is also a licensed and bonded residential contractor.

I hope to have this project started and completed within 5 years. Hopefully sooner than later but we are watching the interest rates now and would like a little bit of the time buffer to get this project done.

I have enclosed my \$250 application fee with this letter. Thank you for your time and consideration on this letter of interest on this property. I hope we can work towards one small affordable housing project at a time.

Thank you, Diana Riedel

Diana Reidel



SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by February 06, 2025, at 5 PM. Property: Lot 4A, Block 3, USS 3345 Diana Rirdel Name of Proposer: Name of Organization: 305 Observation Are Phone #: (907) 253-5364 Address: Cordova, AL 99574 Email: dignarade (Chotmail. 10m (or po box 6) Proposed Price \$ 53,500 and costs (1250, 4600, 300) SUBMITTAL OF PROPOSAL Please email proposals to planning@cityofcordova.net. The email subject line shall be "Proposal for Lot 4A, Block 3, USS 3345," and the proposal shall be attached to the email as a PDF file. City of Cordova Or mail proposals to: Attn: Planning Department P.O. Box 1210 Cordova, Alaska 99574

Or deliver your proposal to the front desk at City Hall.

Proposals received after February 06, 2025, at 5PM will not be considered.

To: City of Cordova

From: Diana Riedel

Proposal for Lot 4A, Block 3, USS 3345

February 6, 2025

Included is my proposal form and \$2500 deposit. My proposal is for \$53,500 and the costs already incurred include the \$1250 appraisal, \$4600 survey, and the \$300 title report.

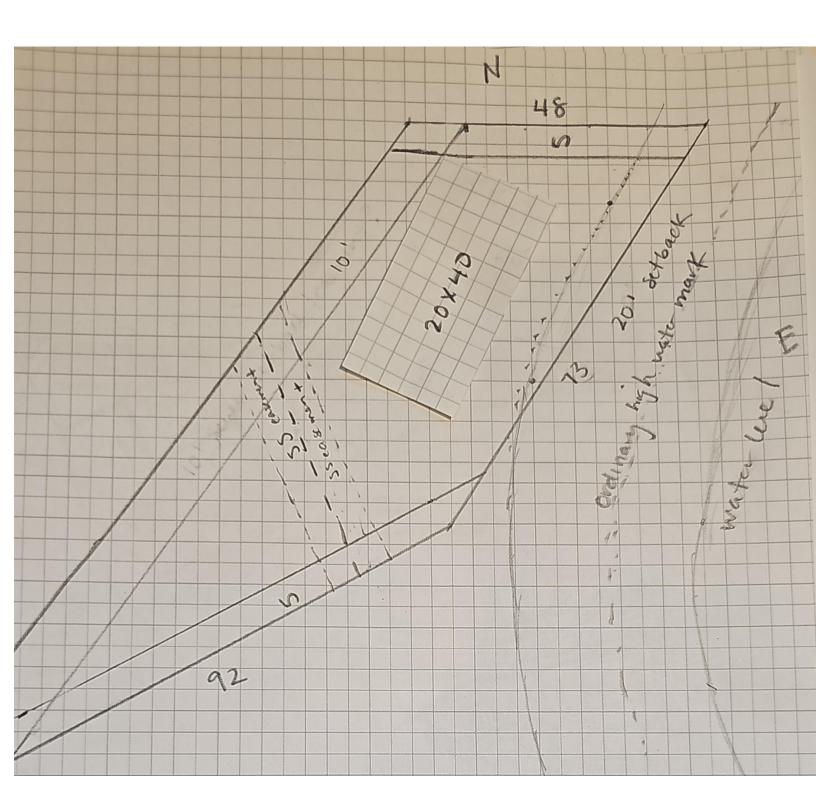
Additional minimal required information:

- 1. Proposed development is to clear, stub in utilities, and fill this lot.
- 2. Ideally a 24x40 building would be built on this lot, but AS IS unless granted a back variance of an additional 4 feet a 20x 40 structure is about the most that can fit with the setbacks. A two-story building would give you 1600 sq feet.
- 3. I provided my initial set of plans to the city with the application to open this property, but I am proposing a cash sale for a title transfer.
- 4. Clear the property and prep it for a single-family house that is much needed in this community.
- 5. Value of proposed improvement: \$40,000 in the first year to get it up to foundation standards.
- 6. One year to clear, stub in utilities and fill this lot.
- I want to buy this land outright. I will clear it and get it ready for development. It would be ideal for a single-family residence that is roughly 1600 sq feet. I am not positive if I will be financing the build or transferring the land to my daughter to finance the build. As my initial proposal stated I am asking for this land to be opened up because there aren't many healthy and energy-efficient housing options currently in this town for our young adults. I sat on the affordable housing committee with the city of Cordova and the Native Village of Eyak several years ago and I have not seen many options or opportunities come up since then.

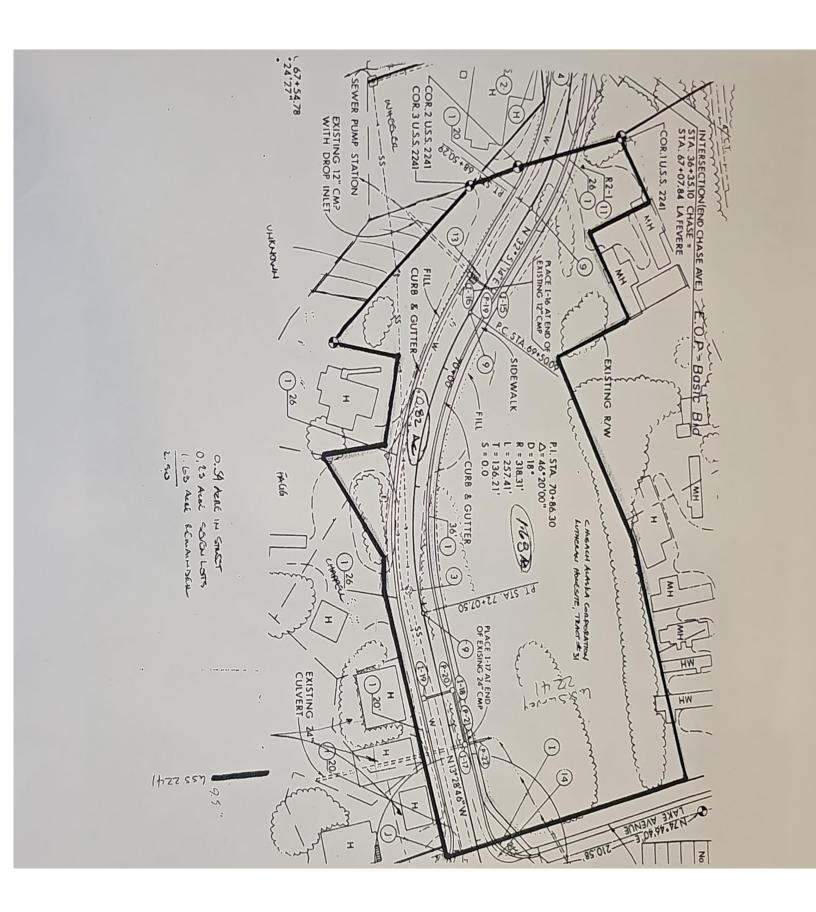
I am the part owner of Dineega Services and we have our general contractors licensed, bonded, and insured.

Most of our income comes from commercial fishing and with the runs and price not being predictable and having recently experienced a few run failures; along with the price of shipping, building materials, interest, insurance, and labor going up I would like to keep all my options open and not enter into a completed construction contract. I want to do a cash sale for fee simple land.

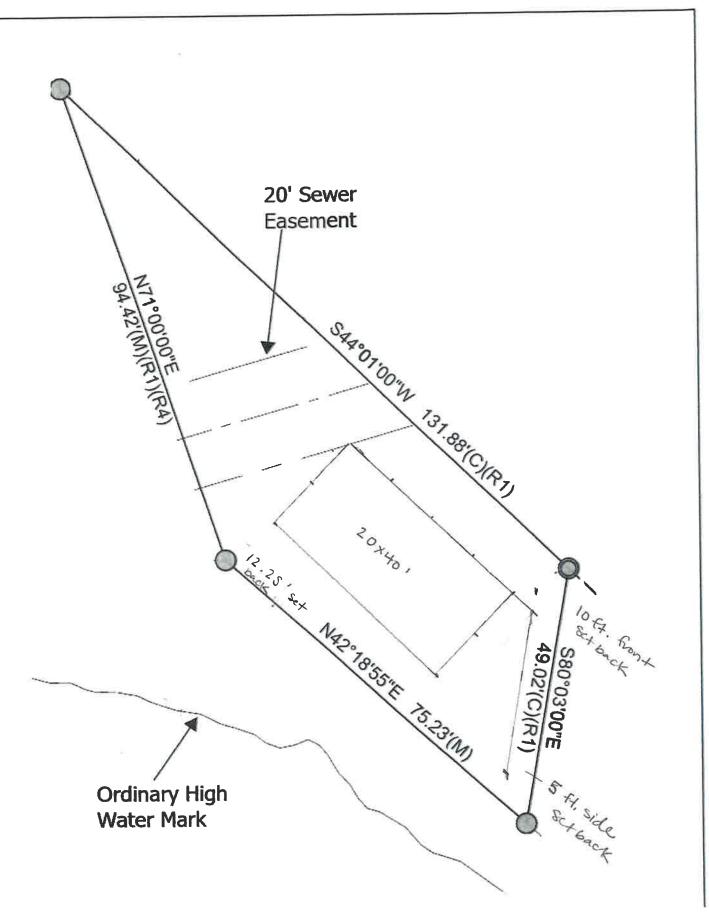
I will abide by the setbacks, city ordinances, and building codes.







Sample Site Plan





AGENDA ITEM # 19 City Council Regular Meeting Date: 04/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Amanda Hadley Coward, City Planner		
DATE:	Wednesday April 9, 2025		
ITEM:	Letters of Interest for Lots 19 – 25, Block 6, Original Townsite Decision on Disposal and Disposal Method		
NEXT STEP:			
-	INFORMATION X MOTION	RESOLUTION ORDINANCE	

I. REQUEST OR ISSUE: Requested Action: Decision on Disposal and Disposal Method

Applicant 1: Native Village of Eyak

Applicant 2: Jones Properties, LLC and Soulliere Companies, Inc.

Legal Description: Lots 19-25, Block 6, Original Townsite

Area: Approximately 17,500 Sq. Ft. Zoning: Central Business District Attachments: NVE Letter of Interest

Jones & Soulliere Letter of Interest

Plat of Original Townsite

Land Disposal Map – Old Town

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

"I move to dispose of the requested lots 19-25, Block 6, Original Townsite, approximately 17,500 Sq. Ft. in size, 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 (choose 1 of the 2 applicants) 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. <u>FISCAL IMPACTS</u>: The property would become part of the City's land sale / lease revenue and would garner possessory interest property tax and then eventually full ownership property tax.

IV. <u>BACKGROUND INFORMATION</u>: Lots 19 - 25, Block 6, Original Townsite were designated as "Available" with the 2024 Land Disposal Map update. Up to this time, we had yet to receive a Letter of Interest related to these lots.

Historically these lots have been used exclusively by the City as a playground location on the southern lots, as well as a snow dump area across lots 19 - 28. The northern most lots 26, 27, & 28 are still designated unavailable to be used by the City as a snow dump. However, the lots 19 - 25 are in a central downtown location and would be of benefit to the community if given the chance for development to occur.

Staff previously requested the Planning Commission work with Staff to formulate a Request for Proposals (RFP) that would then be broadly advertised both locally, in state, and out of state. By crafting a Request for Proposals (RFP) Planning Commission could propose a development that would meet the needs of the community and allow guidance for the applicants to create proposals that are in line with the communities needs and desires. The intention was to bring the existence of these developable lots to the attention of contractors and developers that otherwise would not know that this opportunity exists.

NVE Letter received:

On Monday, March 03, 2025, Staff received an email with a letter of interest for these lots from the Native Village of Eyak. This prompted Staff to remove the previous Staff-initiated RFP discussion from the agenda for March 11, 2025, Planning Commission Meeting, to allow for this letter of interest to trigger the land disposal process.

Per the letter of interest provided these lots would house a new cultural center for the tribal entity. This would house a tribal museum, library, cultural classes, gift shop, and meeting center. This would be out of the tsunami evacuation area and would also be an additional gathering place in case of emergency for the community.

The applicant goes on to say in their letter of interest their main reasons they believe this location would benefit their interests as well as interests of the community are as follows:

- Location in the Community Core for accessibility by all community members and tourists.
- Proximity to schools would allow for student education in Alaska native arts and native language classes. The Native Village of Eyak sponsors these classes at the schools currently.
- Ilanka Cultural Center (ICC) participates with the Chamber of Commerce to help provide education and business to tourists who visit Cordova.
- Interested party also points out in their letter that they do pay sales tax on goods and services as well as City property taxes.

The Planning Commission Regular Meeting of March 11, 2025, was canceled due to no quorum - no meeting was held.

At the Planning Commission's regular meeting of Tuesday April 08, 2025. The Commission approved a motion to recommend that City Council dispose of this property by requesting sealed proposals to lease or purchase the property. The vote was 5 yea, 0 nay, 2 absent (Den Adel & Trumblee).

Jones & Soulliere letter received:

On <u>Friday, March 28, 2025</u>, Staff received a letter of interest for these lots from Jones Properties LLC, and Soulliere Companies, Inc. Per the letter of interest provided these lots would house multifamily apartments available in 1-, 2-, or 3-bedroom units. Retail and Office Space on the ground floor with access to the Central Business District.

The applicant goes on to say in their letter of interest their main reasons they believe this location would benefit their interests as well as interests of the community are as follows:

- Two (2) structures with phased construction will allow for rentals to become available in the first structure while building continues on the second structure.
- Applicants Jones Properties, LLC and Soulliere Companies, Inc. reference their track record of completing projects in real estate in the areas of residential and commercial construction.
- They state that they are "committed to proceeding in a manner that aligns with the City's goals of promoting sustainable growth community enhancement, and responsible land use."

At the Planning Commission's regular meeting of Tuesday April 08, 2025. The Commission approved a motion to recommend that City Council dispose of this property by requesting sealed proposals to lease or purchase the property. The vote was 5 yea, 0 nay, 2 absent (Den Adel & Trumblee).

Applicable Code:

7.40.040 - 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).

7.40.060 - 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 18.29 - CENTRAL BUSINESS DISTRICT

18.29.010 - Purpose.

The purpose of this district is to permit a variety of commercial, administrative, financial, civic, culture, residential, entertainment, and recreational uses in an effort to provide the harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

18.29.020 - Principal permitted uses.

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

18.29.030 - Building height limit.

The maximum building height in the B district shall be three stories or fifty feet; however, a building or structure thereafter erected, added to or otherwise constructed may be increased in height, provided the gross cubical content of such building or structure does not exceed the sum total of the area of the lot upon which it is to be erected multiplied by fifty.

18.29.040 - Yards.

- A. Every building or portion thereof in the B district which is designed, intended or used for any purpose permitted in an R district for any other residential or dwelling purpose shall provide yards as required in the R district; provided, that when the ground floor of any such building is used for any commercial purpose, no side yard shall be required except that there shall be a side yard along the side of every lot which is not bounded by an alley and which is bordering on property in an R district.
- B. Yards shall not be required otherwise, except that no building shall be erected nor shall any use of land be conducted so that the same will be closer than thirty feet to the center line of any street adjoining the lot.

18.29.050 - General conditions.

- A. All selling, dealing in or displaying of goods or merchandise by shops, stores or business shall be entirely conducted and located within a permanent building unless otherwise specifically excepted.
- B. No stores or businesses shall involve any kind of manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the authorized use and provided that: 1. No more than ten persons are engaged in the manufacturing, compounding, processing or treatment of products or servicing and repairing of appliances, equipment, etc.; 2. Not more than twenty percent of the ground floor area of any building shall be used for such purposes; 3. Such operations or products are not objection—able due to odor, dust, smoke, noise, vibrations or other similar nuisances.
- C. All exterior walls of buildings hereafter erected, extended or structurally altered which face a street or property in an R district shall be designed, treated and finished in a uniform and satisfactory manner approved by the planning commission.
- V. <u>LEGAL ISSUES</u>: Legal review of lease/purchase agreement will be required prior to final approval by City Council.
- **VI. <u>SUMMARY AND ALTERNATIVES</u>:** The City received a letter of interest for Lots 19-25, Block 6, Original Townsite, from Native Village of Eyak to purchase the lots with the intention of using the properties to construct a new cultural center, museum, gift shop, and community meeting spaces.

The City then received a letter of interest for Lots 19-25, Block 6, Original Townsite, from Jones Properties LLC, and Soulliere Companies, Inc to purchase the lots with the intention of using the properties to construct a mixed-use development with retail and office Space on the ground floor and multifamily housing above.

City Council may make a motion to determine if the City should dispose of the requested property and if so by which method.

Native Village of Eyak PO Box 1388 705 Second Street Cordova, AK 99574 Eyak-nsn.gov



10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, and the Gulf of Alaska

March 3, 2025

Samantha Greenwood, City Manager City of Cordova PO Box 1210 Cordova, AK 99574

The Native Village of Eyak (NVE) would like to formally request our interest in purchasing Lots 19-25, Block 6, Original Townsite, as shown in Exhibit A. These lots were made available on the approved 2024 Land Disposal Map.

NVE opened the Ilanka Cultural Center (ICC) in May of 2004, and it continues to be the only Tribally owned museum, repository, and library in the Chugach region. It is a gathering place to promote the diverse Indigenous presence in our community. In addition to preserving and exhibiting artifacts from the Eyak, Sugpiaq, Tlingit, and Ahtna people, it offers a variety of cultural classes for the community (carving, sewing, beading, and skin marking, etc.) as well as language classes for the community and Mt Eccles elementary school. ICC also sponsors the Alaska Native Art Class at the Cordova Jr/Sr High School and has a gift shop selling Alaska Native handicrafts, art, books, clothing, and jewelry.

In October 2020, ICC was moved out of the NVE main building at 110 Nicholoff Way due to pandemic concerns about having visitors to the museum in the same location where staff provided administrative services to the Ilanka Community Health Clinic. In addition, there were concerns regarding housing the Tribe's Museum collection, which was in the tsunami zone, as shown on the City of Cordova's Tsunami Evacuation Map (Exhibit B).

In Cordova's Comprehensive Plan, these lots are identified as part of the "Community Core," as shown in Exhibit C. Cordova's Economic Development goals identified within its plan (Exhibit D) included: "support the growth of existing and new local businesses." Strategies for the economic development included: "promote small-scale tourism and recreation, with a focus on improvements that benefit both visitors and residents, increase the number of year-round jobs," and "develop a strong business district and revitalize First Street." To better Cordova's Quality of Life, the city identified: "support Cordova's thriving cultural and art organizations, activities and traditions" as one of the eight strategies (Exhibit E).

The Ilanka Cultural Center is staffed year-round and participates with the Chamber of Commerce to help provide education and business to tourists who visit Cordova. The current rented space for ICC does not provide long-term museum exhibit space, a Tribal library, or room to teach classes. A larger facility would allow ICC to better serve the community of Cordova and visitors.

NVE has been working for the past year to assess what the Tribe would need for programs in terms of space and location for the new cultural facility. Being close to downtown Cordova is one of the high priorities due to the gift shop and tourism. The desired lots would provide a location that is almost on Main Street, but also very close to Mt Eccles, so providing cultural education for the students would be easier by proximity.

Native Village of Eyak PO Box 1388 705 Second Street Cordova, AK 99574 Eyak-nsn.gov



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Building a new cultural center is one of the Native Village of Eyak's highest priorities, only behind building a new safe health clinic. We feel that the Ilanka Cultural Center fits into Cordova's Comprehensive Plan, providing sales tax on sales and classes and property taxes on the enhanced land. NVE has proved that we are able to complete our projects and have the resources to make a significant positive change to our "Community Core" area of Cordova.

Sincerely,

Brooke Mallory Tribal Council Chair

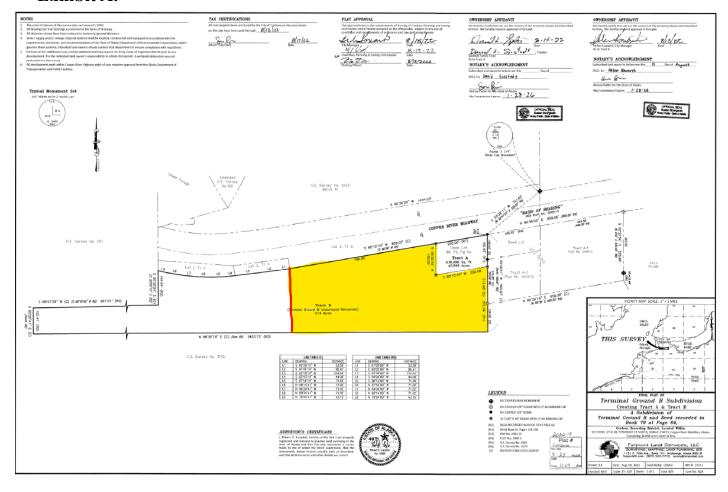
Native Village of Eyak

CC: Sheldon Barnes, NVE Capital Projects Director Carolyn Crowder, NVE Executive Director Amanda Hadley Coward, City Planner Native Village of Eyak PO Box 1388 705 Second Street Cordova, AK 99574 Eyak-nsn.gov

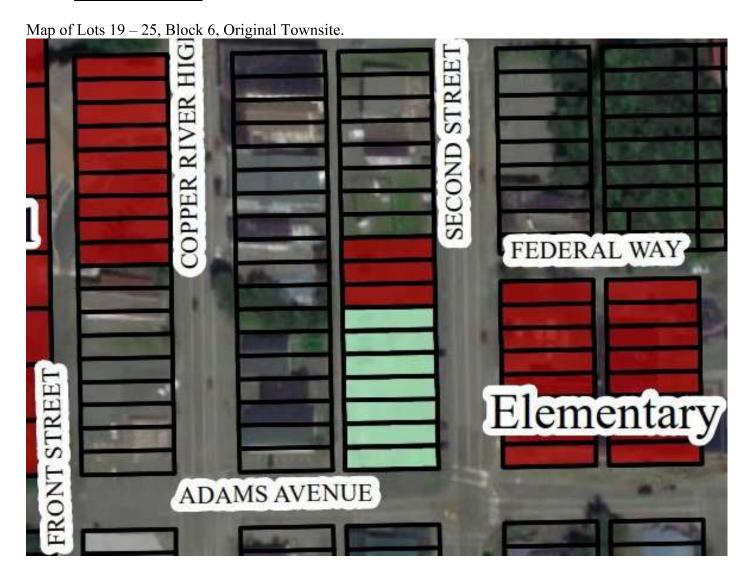


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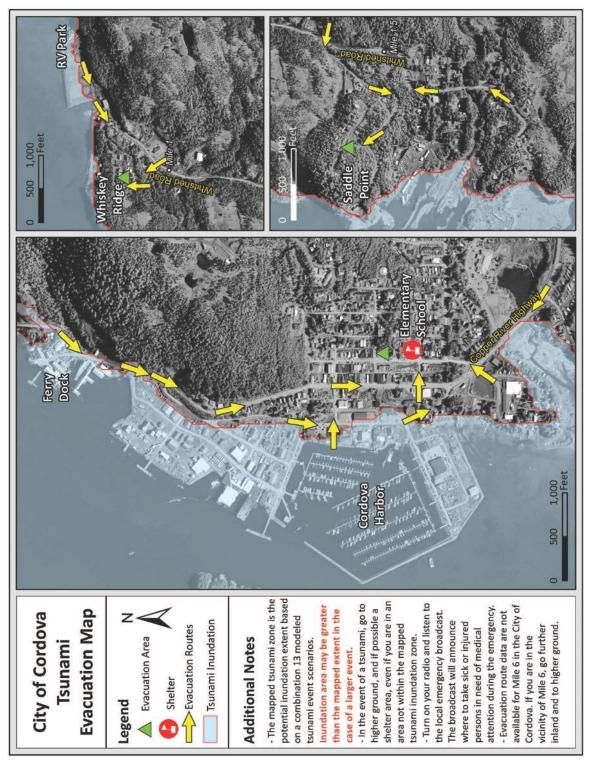
Exhibit A:



VIII. <u>ATTACHMENTS:</u>

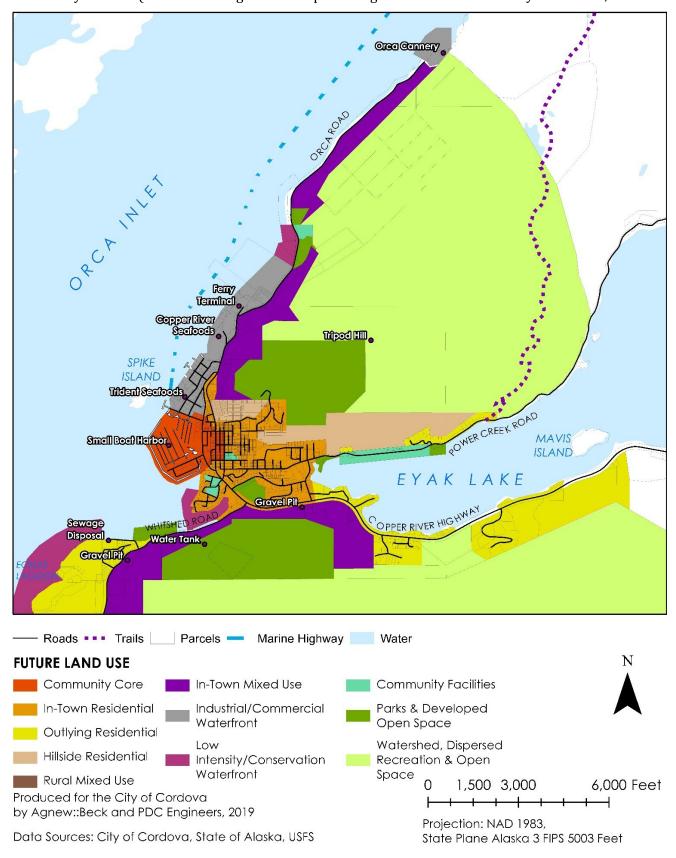


Map 7. Tsunami Evacuation Map



Future Land Use Map for Cordova

This future land use map identifies broad future intentions for the location and intensity of land use within the City of Cordova boundaries. The map aligns with existing or desired future use and is intended to support the community's vision. (NOTE: for a larger scale map showing the full extent of the City of Cordova, see the full plan).





Key issues: ♦ small population ♦ reliance on fishing industry ♦ high cost of living ♦ limited space for growth ♦

Goals

- **A.** Support and sustain Cordova's seafood industry.
- **B.** Diversify Cordova's economy, with a focus on businesses with year-round employment.
- **C.** Support the growth of existing and new local businesses.
- **D.** Pursue economic growth while preserving natural resources and characteristics that residents value.

Strategies

- 1. Sustain and expand maritime services.
- 2. Expand wintertime fisheries and value-added processing.
- **3.** Promote small-scale tourism and recreation, with a focus on improvements that benefit both visitors and residents.
- 4. Incentivize and support business development.
- **5.** Increase the number of year-round jobs.
- **6.** Expand vocational and technical education opportunities.
- **7.** Develop a strong business district and revitalize First Street.



Sample Actions to Support Implementation:

- Continue to update and implement the Harbor Master Plan with a phased approach and potential funding sources for long-term harbor upgrades.
- Work with Alaska Department of Fish and Game to identify and open new wintertime fisheries close to Cordova.
- Offer business counseling and training through the Cordova Chamber of Commerce, in partnership with the Alaska Small Business Development Center.
- Establish city-sponsored incentives for demolition and/or redevelopment of aging properties in key areas, such as tax abatement or a revolving loan program.

How Will We Measure Success? How the community will track progress on economic development goals:

↑ Cordova business licenses

↑ sales tax receipts

↑ residents employed year-round

↑ commercial fishing earnings by Cordova permit holders

'Cordova is a wonderful community because it is small, because of the strong fishing economy, and because of the vibrant people who would not fit in anywhere else."



Key issues: ♦ high cost of living ♦ high cost, limited availability of health and long-term care services ♦ threats to education budgets and aging facilities ♦ geographic isolation, vulnerability to economic and environmental disruptions ♦

Goals

- **A.** Enhance and preserve Cordova's indoor and outdoor recreation opportunities.
- **B.** Provide access to quality, affordable health care that meets the needs of all residents.
- **C.** Sustain Cordova's excellent schools that prepare youth for a successful future.
- **D.** Achieve resiliency through continued hazard mitigation and emergency preparedness planning.

Strategies

- **1.** Expand and improve Cordova's indoor and outdoor recreation opportunities.
- **2.** Ensure quality and affordable health care.
- **3.** Support local schools.
- 4. Implement public safety and hazard mitigation priorities.
- **5.** Increase local food production.
- **6.** Conduct additional research on how climate change may impact Cordova and the surrounding environment and develop adaptation strategies that anticipate future changes and challenges.
- **7.** Encourage resident participation and engagement in local governance, decision-making and volunteerism.
- **8.** Support Cordova's thriving cultural and art organizations, activities and traditions.



Sample Actions to Support Implementation:

- Maintain and expand Cordova's trail system.
- Increase collaboration between Cordova Community Medical Center (CCMC) and Ilanka Clinic to maximize resident benefits while keeping costs under control.
- Better utilize the Cordova Hazard Mitigation Plan as a planning and decision-making tool for future development.
- Establish a community garden site.

How Will We Measure Success? How the community will track progress on quality of life goals:

↑ miles of new and connected trails

↑ increased access to care and CCMC financial sustainability

↑ funding for education

↑ neighborhoods participated in emergency preparedness training

"There are only so many possibilities and options available in such a small and isolated community. There are many benefits to Cordova being so small. But it can be a challenge to afford to live here and always provide the best care for my family."

City of Cordova Attn: City Manager, and Planning and Zoning Department Cordova, AK

Jones Properties LLC, and Soulliere Companies, Inc would like to formally express our joint interest in purchasing the seven city lots, Lots 19-25 Block 6 Original Townsite, that have been marked as available on Second Street. Our intention is to construct a mixed-use rental development that will serve the housing needs of Cordova's residents and also contribute to the vibrant local retail and office space landscape.

Jones Properties LLC has a strong local track record in the purchase, rehabilitation, remodeling, and rental of high-quality residential and commercial properties. We are disciplined locally grown investors with a focus on enhancing Cordova with developments that complement the aesthetics and ethos of their surroundings while delivering practical, sustainable benefits to our community and the tenants they serve.

Soulliere Companies, Inc is a seasoned real estate development, construction, and hardscaping/landscaping firm based out of Michigan. With a strong track record spanning 5 generations of family ownership, over 109 years, specializing in real estate development, rental management, and contracting. Our pledge is to establish lasting relationships with our customers and tenants by exceeding their expectations and earning their trust through exceptional performance by every member of our construction team.

The development we envision will include a phased construction of a thoughtfully designed pair of structures offering both commercial retail and office rental spaces with multi-family rental apartment housing above. Our vision is to create a unique opportunity for entrepreneurs to establish small businesses and office space within the community while also providing a variety of much needed residential options to meet our growing communities needs.

The residential segment of our proposal consists of high quality mountain and ocean view apartments with 1, 2, and 3-bedroom layouts across multiple levels. Each apartment will be designed to maximize the stunning views and will be constructed with the highest standards of safety, comfort, longevity, and energy efficiency in mind. The retail and office space segment will offer multiple size road frontage units for rental to small business and non-profit alike.

We understand and appreciate the careful consideration that the city of Cordova gives to the utilization of its limited land resources. We are committed to proceeding in a manner that aligns with the city's goals of promoting sustainable growth, community enhancement, and responsible land use. We believe this project resonates with the city's objectives and the increasing demand for quality residential and retail/office spaces in Cordova. We feel strongly about the growth of the local economy and the appeal of Cordova as a place to live and work, Jones Properties LLC and Soulliere Companies are keen to form a joint venture to invest in this beautiful city and play a role in its future prosperity.

We would be pleased if you could provide us with the terms and conditions associated with the sale of these lots. We believe our carefully crafted proposal meets all of the cities priorities and therefore request that this process be negotiated directly with our team, if not then we are willing to participate in a public RFP. We are ready to proceed with the necessary due diligence and would appreciate the opportunity to present a more comprehensive proposal including conceptual design drawings for your consideration however we do not want our proprietary information, conceptual designs, and floor plans to be available for public consumption prior to the RFP process and possibly subject to increased potential competition and plagiarism.

We look forward to a favorable response and to the possibility of collaborating with the City of Cordova on this exciting development. Please do not hesitate to contact us at your earliest convenience to discuss this matter further or if there are any questions.

Thank you for considering our interest.

Jason Soulliere Soulliere Companies, Inc 12100 Ebeling Road Romeo MI 48065

Kenneth B Jones Jones Properties, LLC 514 Sunnyside Drive Cordova, AK 99574

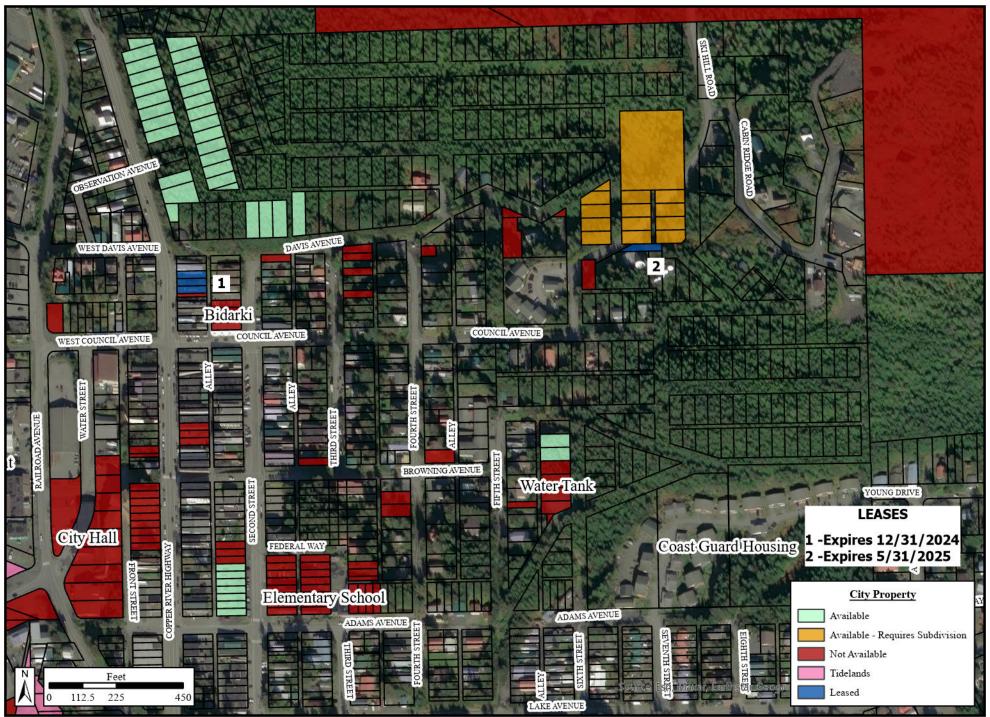
Know all men by These presents, that I, Geo.C. Hazelet, Know all men by these presents, that I, Geo.C. Hazelet, trustee under and by authority vested in me by a certain deed of Trust, made and executed on the 24th day of February, 1908, and duly recorded in the office of the recorder of the Cordova recording precinct, Alaska, have caused to be surveyed, laid out and platted as a part of the original Cordova Townsite, all that part on portion of U.S. Survey N 448, not embraced in and made a part of the original plat of said Townsite of Cordova, save and except that portion of said U.S. Survey Nº 449 heretobre conveyed to the Copper River Railway Company, containing thirteen acres more or less, situated at the northwesterly comer of said survey Nº 449. The plat hereto annexed and upon which this dedication is written is intended to westerly corner or said survey NY 449. The plot hereto shinexed and upon which this dedication is written is intended to
be amendatory of and supplemental to the original plot of said
town of Condova now of record in the office of the reconder for
the Condova recording precinct, in book 1 of plots and blue prints,
at page 10, and shall be designated as the Amended Plot of the
Town of Condova. I hereby dedicate to the public the easement
and right of way over, upon and along the several spaces merked
upon this mended plot as streets, avenues and alleys, to be
used as public highways: provided, however, and this dedication
is made upon the express stipulation that I hereby reserve and retain to myself, my successors and essigns the sole and exclusive right
and privelege of using said streets, avenues and seleys, and the
lond covered thereby for the purpose of laying water pipes, conduits and water mains upon, in and through the same, and to convey water therein for private domestic use and. for fire protection and ofter public purposes, and thereby to mointain and
operate a water works system for supplying water to the public
and for private use: also upon the express stipulation that. I hereby
reserve and retain to myself, my successors and assigns the sole and exnexed and upon which this dedication is written is intended to and for private use: also upon the express stipulation that I hereby reserve and retain to myself, my successors and assigns the sole and ex-clusive right and privatege of using said streets, evenues and al-leys and the land covered thereby for the purpose of erecting and maintaining upon, in and through the same, telegraph, telephone and electric light poles, and to construct, erect and maintain upon said poles, over said streets, avenues and alleys, wires and to conduct thereon and thereby electricity for light and power pur-poses and to maintain and operate thereon and thereby telephone and tale for which is the subtle maintain and thereby telephone and telegraph wires for public and private uses: also upon the express stipulation that I hereby reserve and retain to myself, my successors and assigns, the sole and exclusive right and privatege of using sold streets, ovenues and alleys and the land covered thereby for the purpose of erecting, building and laying thereon and operating in and over the same surface railway tracks, and to opperate and run over and upon the same street railways and other cars by means of cable electric steam or other motive power for public and private uses. This declication shall in no manner affect the rights of any of the parties hereto - or of the general public - held , reserved or aguired under the dedication of the original plat of solid town of Cordova.

Witnesses Waltergrach Truster Learge C. Thogelet.
Trustee

peared Geo. C. Mazelet, trustee, known to me to be the Same person named in and who executed the within instrument , and acknowledged to me that he executed the same for the uses and purposes Therein named.

chains; thence west 14.831 chains, to meander line on shore of Orca Inlet; thence, following meanders of Orca Inlet, north ac-30' east 4.27 chains, thence north 5° 25' east 7.00 chains to cor-ner Net of Said U.S. Jurvey Nº 449, the place of beginning, con-taining 13.65 acres

Old Town





AGENDA ITEM # 20 City Council Regular Meeting Date: 04/16/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Amanda Hadley Coward, City Pl	anner			
DATE:	Wednesday April 9, 2025				
ITEM:	Letter of Interest for a Portion of Lot 2, Block 7A, Tidewater Development Park (ak the Old Science Center Building)				
NEXT STE	EP: Decision on Disposal and Disposa	l Method			
	INFORMATION _X MOTION	RESOLUTION ORDINANCE			

I. REQUEST OR ISSUE: Requested Action: Decision on Disposal and Disposal Method

Applicant: Nels Evangelista

Legal Description: Lot 2, Block 7A, Tidewater Development Park Area: Approximately 3,909 Sq. Ft. Office Building

Zoning: N/A

Attachments: Letter of Interest

Location Map

Land Disposal Map – Tidewater Development Park

Plat of Tidewater Development Park

Building Layout

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

"I move to dispose of Lot 2, Block 7A, Tidewater Development Park that is approximately 3,909 square feet in size 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 Nels Evangelista 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. <u>FISCAL IMPACTS</u>: The property would become part of the City's revenue from a purchase or lease and possessory interest tax.

IV. <u>BACKGROUND INFORMATION</u>: Lot 2, Block 7A, Tidewater Development Park located in the north harbor tidelands. This structure is locally known as the Old Science Center Building.

On Thursday March 27, 2025, the Planning and Zoning Staff received a letter of interest to lease this building by Nels Evangelista. The interested party said in their letter that the use would be for retail, community events, and an artist in residence short-term rental/housing space. Staff met with the interested party and let them know of the challenges and the work that needed to be done for the space to be usable. Staff also relayed that this could potentially be a short-term option if funding becomes available to proceed with harbor upgrades in that area.

In the letter of interest, the party states that over the last 15 years he has developed spaces of historical and community significance like this for similar uses. He has worked with well-known brands like Filson in Seattle and Los Angeles. Nels would like to develop his own retail business in Cordova.

The Prince William Sound Science Center (PWSSC) began leasing the building in 1991 and continued to lease the building until July of 2023. The building has since sat empty, apart from two brief short-term rentals by both SERVS and a traveling vet service. Both only lasting a few days each. Electricity, water, and sewer service have all been disconnected since October of 2023.

Following a discussion with City Council, staff published an RFP in February of 2024. This RFP was to gage if there was interest from anyone that wanted to either, A – move the structure off of the lot and place it on another lot in town, or B – salvage material from the building in its place, once all valuable material was salvaged, the selected proposer would demo the rest of the building and haul it to the land fill. Staff listed it at a nominal price of \$1,000.00 for either option. No proposals were received.

In July of 2024 a letter of interest was submitted by Cordova Fisheries Development Association who was interested in leasing the space for office and lab space to support a new hatchery and mariculture non-profit. The Letter of Interest was brought before the Planning Commission at their 7/9/2024 meeting, the following is an excerpt from that meeting:

M/Bolin, "I move to recommend City Council to sell or lease of Lot 2, Block 7A, Tidewater Development Park" as outlined in Cordova Municipal Code 5.22.060 B by Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property." S/ Foode. Discussion was brough up by Commissioner Ranney and Den Adel regarding structure stability and if the pilings were sound. Johnson said an engineer inspected all City structures in 2023 and it was found then that the building was sound, the pilings were not evaluated. Hall suggested a short-term lease with improvements being at the lessee's own risk as funding could be found by the City to demolish the building and the lease could be terminated if future grants are awarded. Ranney and Den Adel both again voiced their concerns regarding the piling's stability.

<u>Vote was 3 yeas (Bolin, Foode, and Hall), 3 nays (Ranney, Den Adel, and Trumblee), 1 absent</u> (Harrison).

With the vote being tied, the recommendation failed, and a recommendation to not dispose of the building would have moved forward to City Council. Following the meeting the applicant spoke with Staff Kevin Johnson and decided that they were going to pursue other options and did not want the agenda item to move forward to City Council.

On 03/26/2025 City Planner Amanda Hadley Coward and Facilities Superintendent Malvin Fajardo went to the location to conduct a site inspection to assess the condition of the structure. There was normal wear and tear on the building, however the majority of the interior of the structure is in good condition. The furnace and boiler were functioning prior to the electricity being turned off. However, in the laboratory area of the HVAC zone a pipe is blown and would need to be repaired before heat could possibly be restored to that specific area. As well as the procurement of a fuel tank for the heating oil as the previous one was removed from the site and is no longer in functioning order. The water and sewer lines are functioning and usable given that they are connected back to the site. There is water damage where the roof had previously leaked, a roof repair was done during winter of 2025 following a windstorm, but further investigation is needed to determine if that repair fixed the larger issue. The entire interior was dry at the time of inspection, so no active leaking is assumed. No damage to the pilings was observed from what could be viewed from the adjacent lot/street. As Staff is not an engineer this was all based off what could be easily seen by a lay person.

The building has been vacant with no electric, water, or sewer since October 2023. Buildings left without heat throughout winters in Cordova tend to mold, rot, and deteriorate quickly.

City Council had a discussion regarding the future of this building and their options. City Council would like to make it clear to the public that this building is available per the land disposal maps.

Staff could support a lease of this structure with a clause that if funding becomes available for the City to upgrade that area of the harbor the lessee will be given 18 months to vacate, and the lease will be terminated. This is in line with what was done with the USFS lease and is typically how long it takes to enter into a grant agreement. By maintaining this position, it allows the City to continue to pursue grants and other funding sources. This does not hinder harbor development due to having a tenant in the space as an 18-month notice would allow a business ample notice so that transition to a new location could occur.

At the City Council regular meeting of Wednesday April 02, 2025, the Old Science Center Building was on the agenda. They outcome of the discussion was that Staff would return to the next meeting with cost estimates for three projects. One for the structural assessment of the pilings and deck. Second for the complete demolition of the structures, another for demo of the dock. Third removal of the tideland mud and contamination from that location. Staff will be getting those estimates to the City Council at their Wednesday April 16, 2025, regular meeting.

At the Planning Commissions regular meeting of Tuesday April 08, 2025. The Commission approved a motion to recommend to City Council to dispose of this property by requesting sealed proposals to lease or purchase the property. The vote was 5 yea, 0 nay, 2 absent (Den Adel & Trumblee) motion passed.

Applicable Code:

- 7.40.040 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).
- 7.40.060 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.
- V. <u>LEGAL ISSUES</u>: Legal review of a lease or purchase agreement will be required prior to final approval by City Council.

VI. <u>SUMMARY AND ALTERNATIVES</u>: The City received a letter of interest for the "Old Science Center Building", from Nels Evangelista to lease the building with the intention of using it for retail, community events, and an artist in residence short-term rental/housing space.

City Council may make a motion to determine if the City should dispose of the requested property.

Nels Evangelista

P.O. BOX 864

170 Eyak Drive Cordova, Alaska, 99574 Nels@Northamericanflyway.com 907-268-0696

March, 27, 2025

CITY OF CORDOVA, ALASKA

P.O. Box 1210 601 First Street Cordova, Alaska, 99574

Dear City Planner, City Manager and Planning Commission,

I hope this letter finds you well. My name is Nels Evangelista, I reside at 170 Eyak Drive and I am writing to express my interest in leasing the old Prince William Sound Science Center building. After learning about the availability of this property, I believe it would be an excellent location for retail, community events, and an artist in residence short-term rental/housing space.

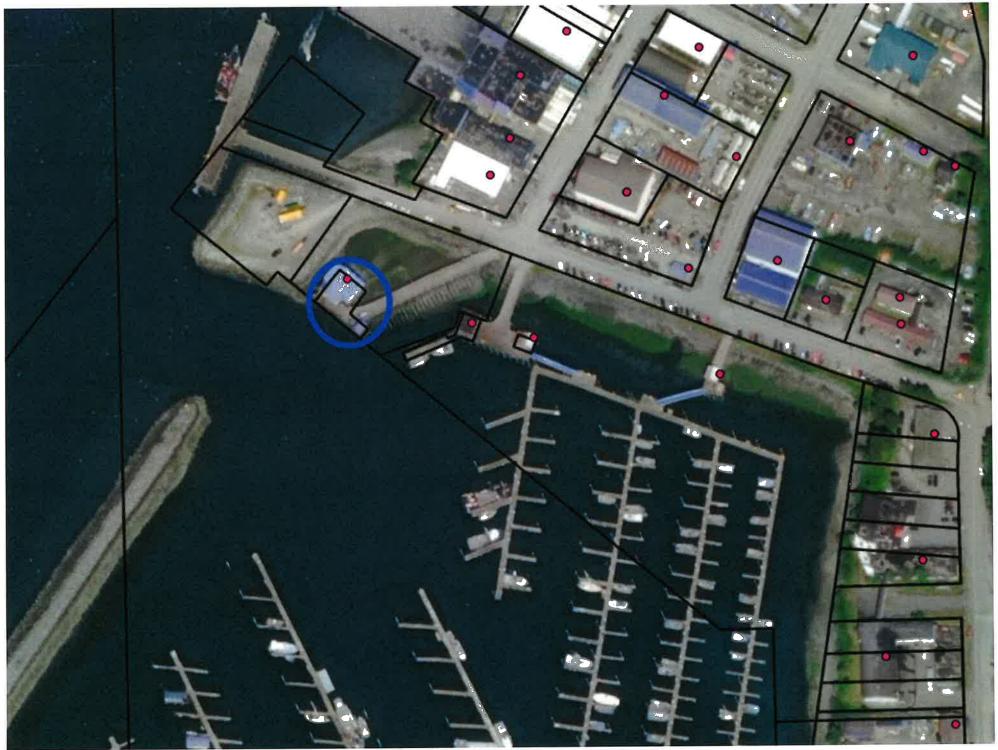
Over the last 15 years, I have developed spaces of historical and community significance like this for similar uses. Currently I am seeking a space like this to develop my own retail business and I am committed to maintaining the building and contributing positively to the community through this space. Most recently, I helped develop two spaces for CC. FILSON Company in Seattle, Washington and Los Angeles, California. If given the opportunity, I would be honored to invest my time and finances into revitalizing business in the place where I reside, raise my young children and volunteer my time with the Cordova Fire Department.

I would appreciate the opportunity to further discuss the terms and conditions of leasing this property and explore how we can proceed with the application process. Please let me know if any additional information is required or if we can schedule a meeting at your earliest convenience.

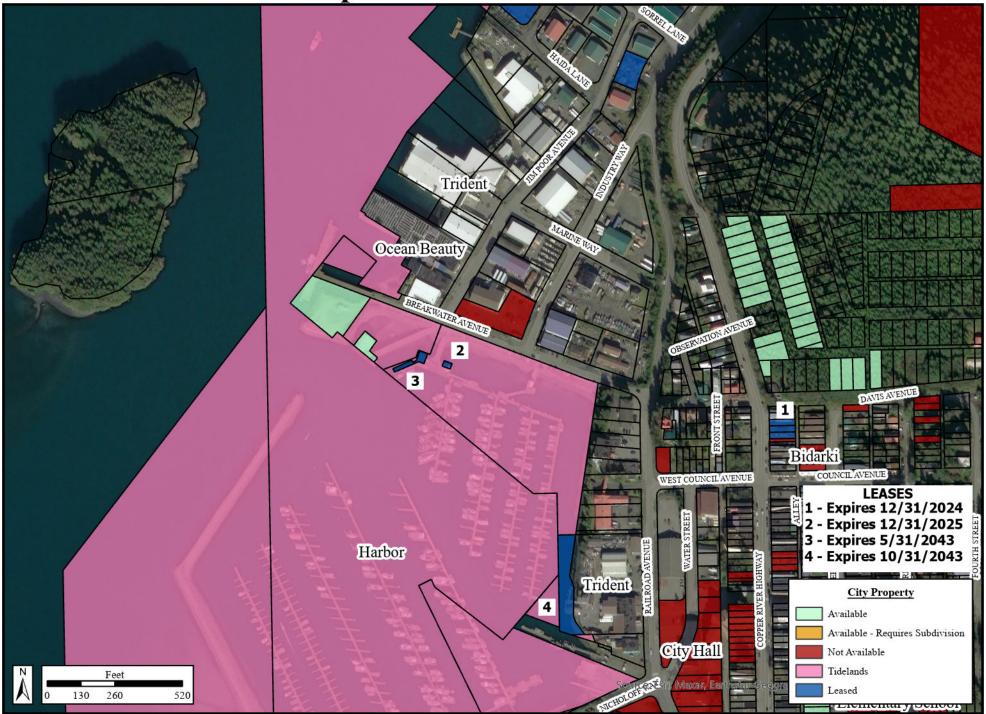
Thank you for considering my inquiry. I look forward to the possibility of working together to bring this project to life.

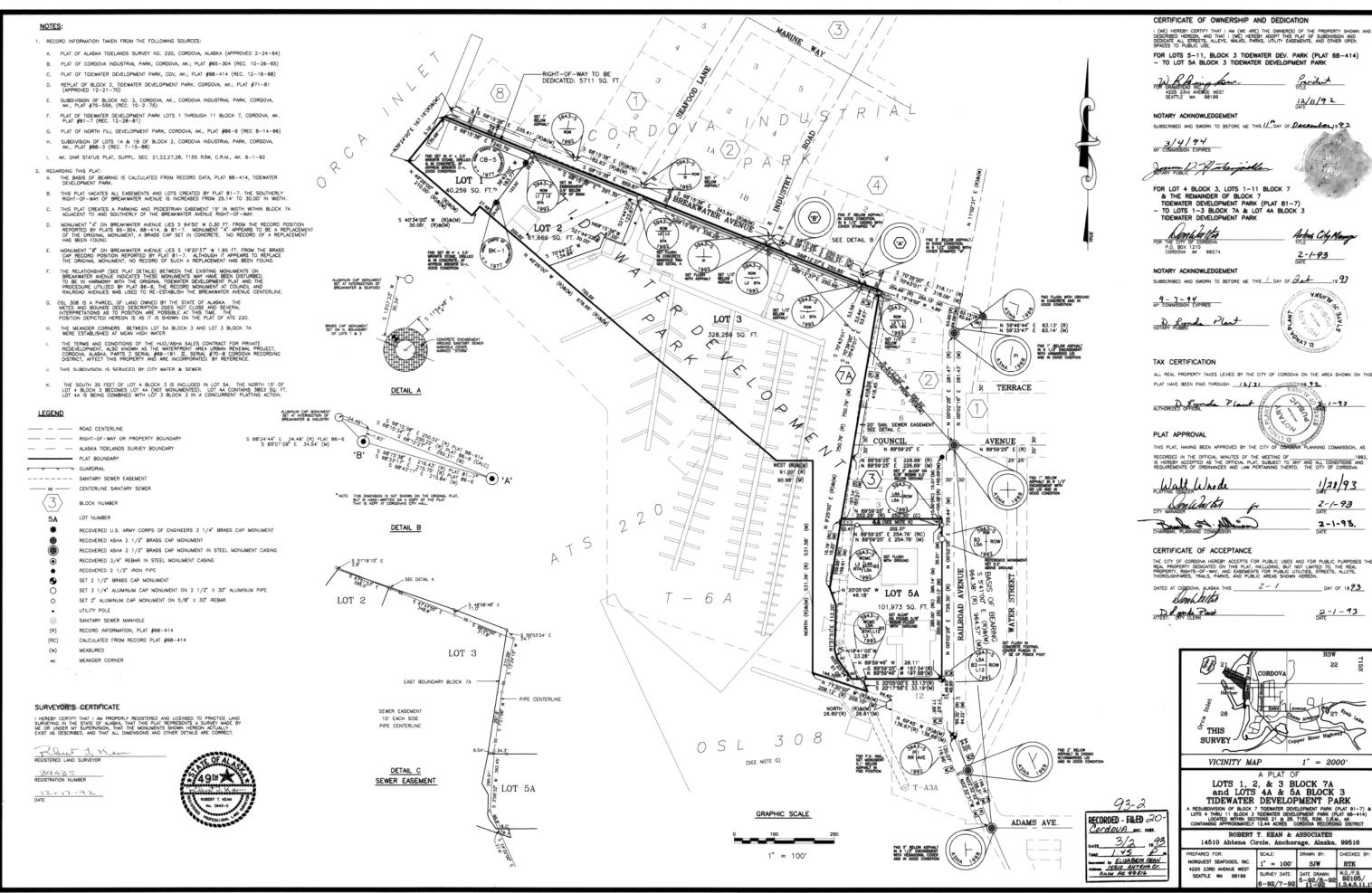
Sincerely, Nels Evangelista P.O. Box 864, Cordova, AK 99574 907-268-0696

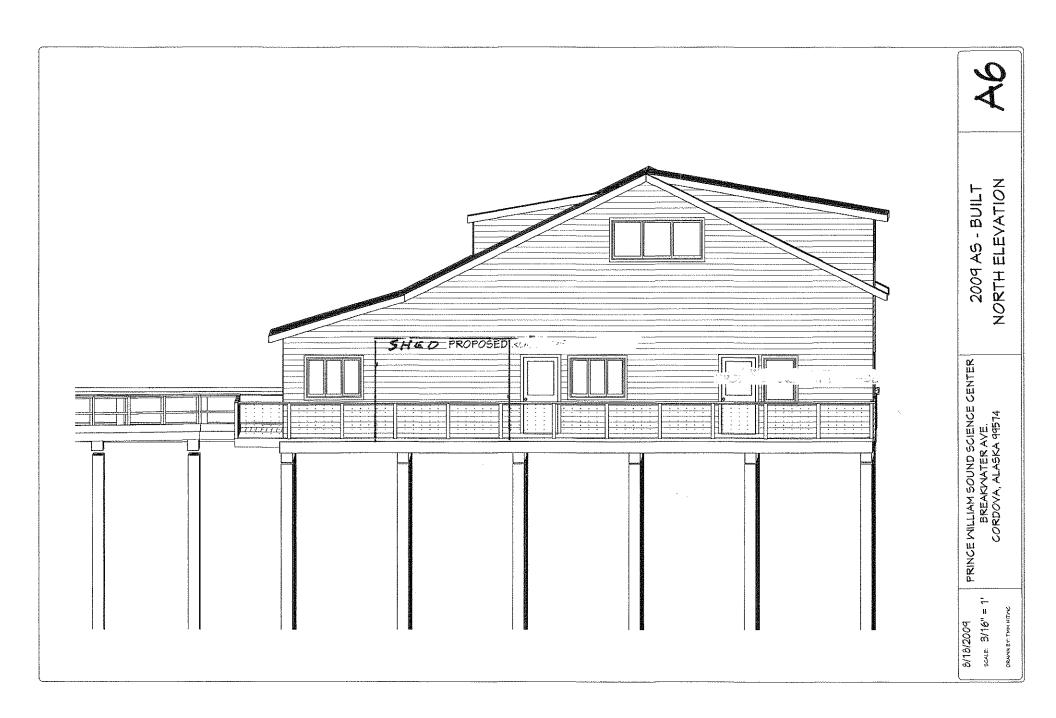
Nels@Northamericanflyway.com

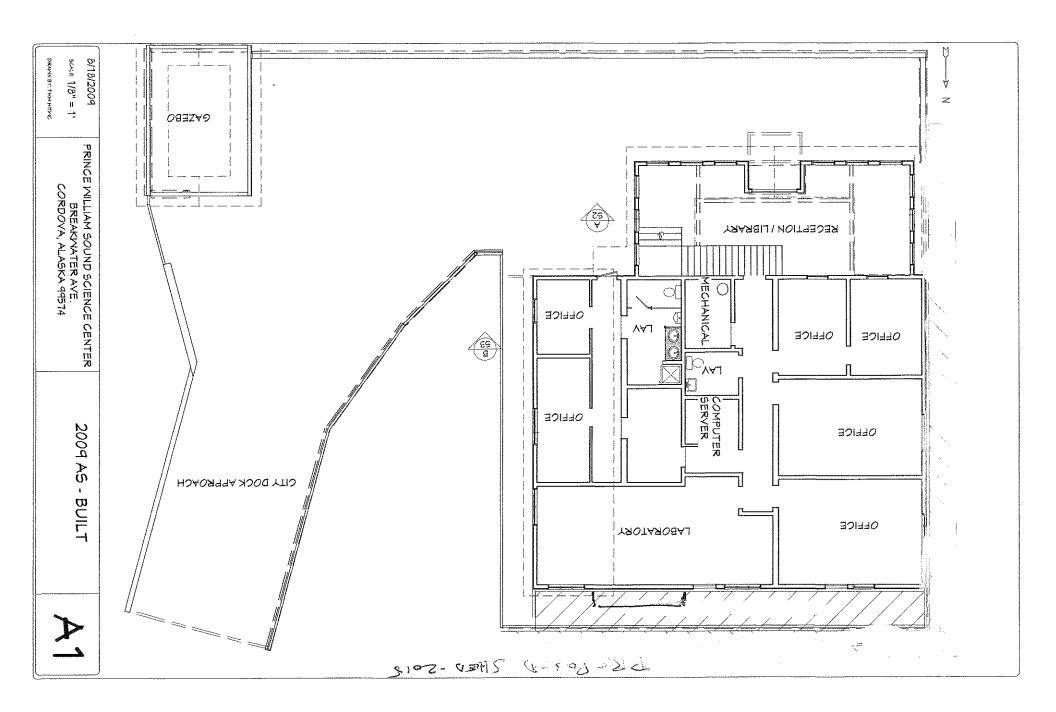


Tidewater Development Park & Cordova Industrial Park

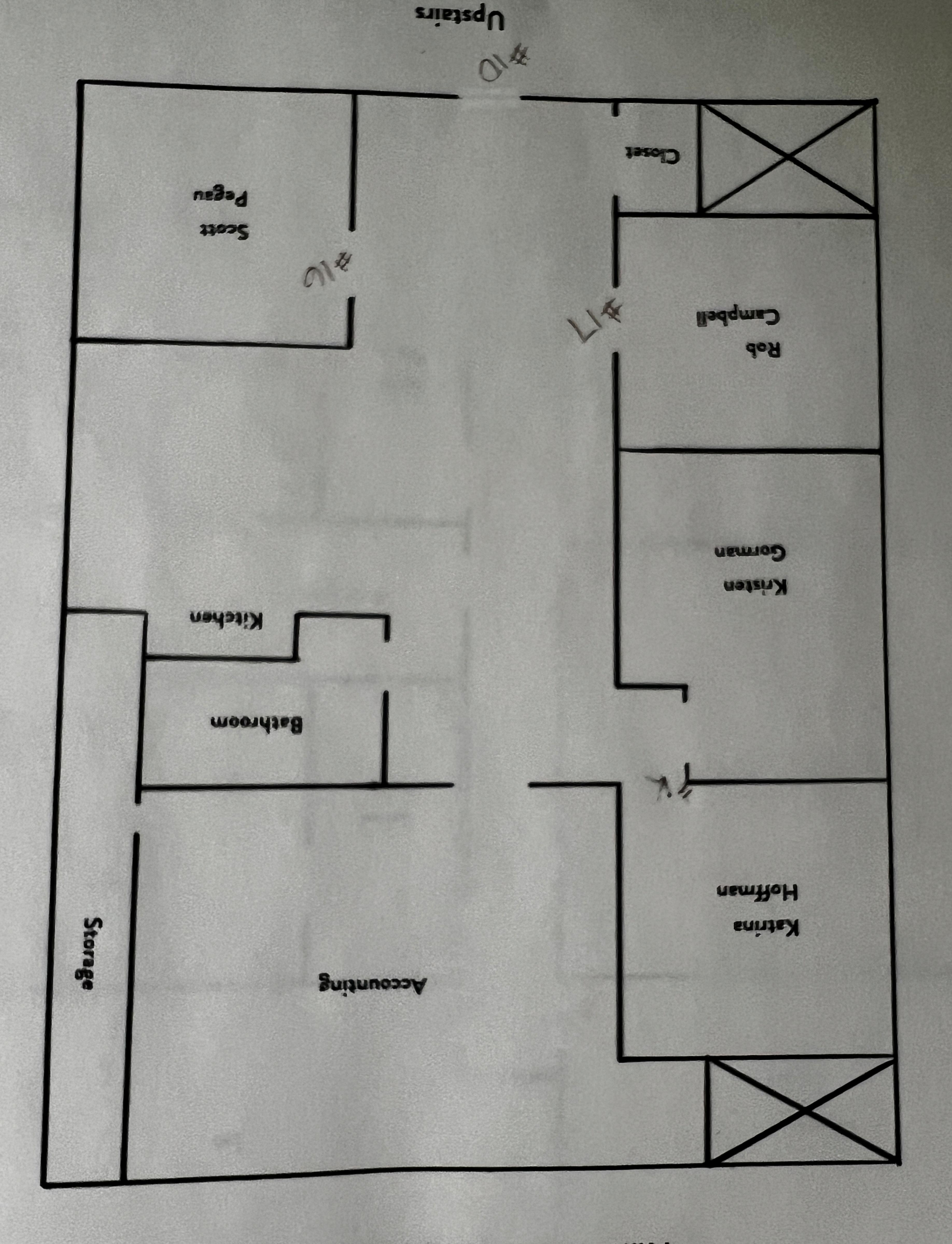


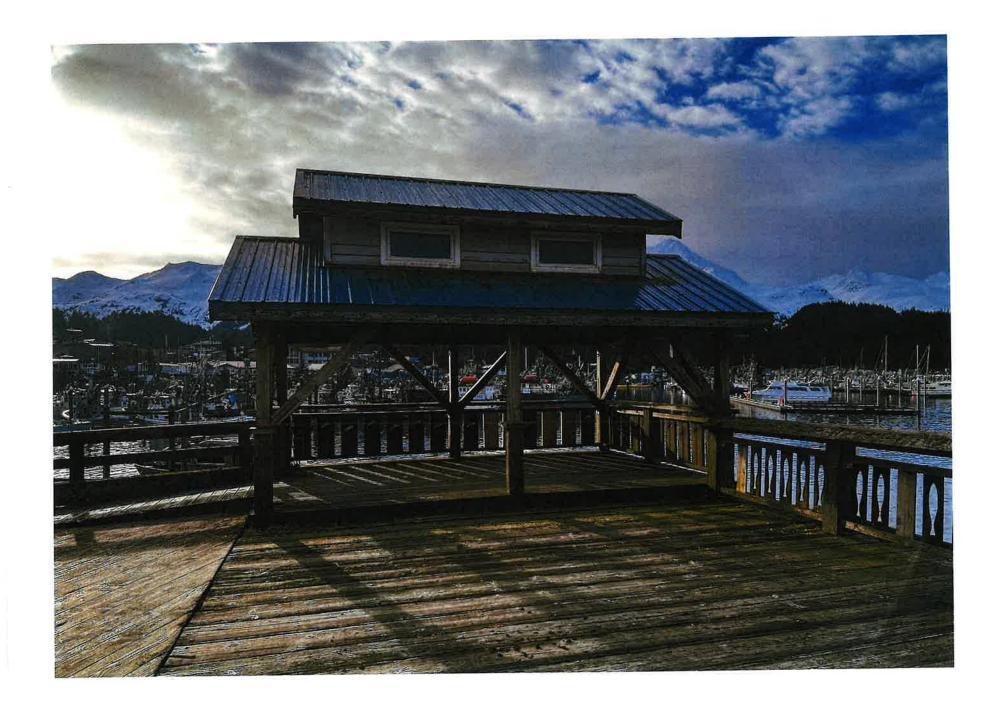


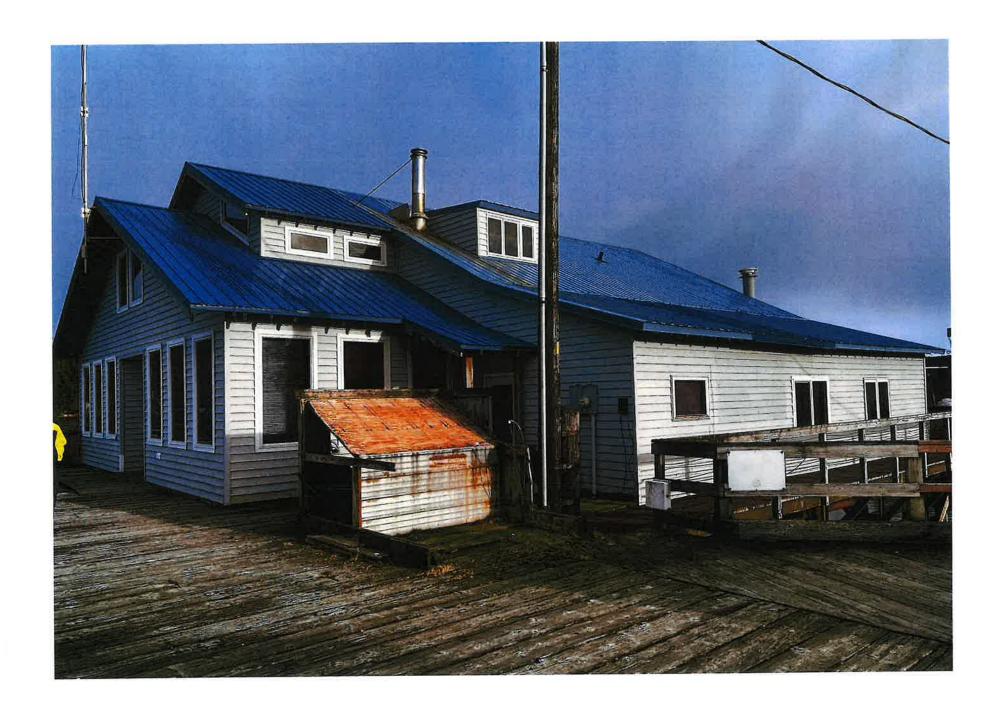


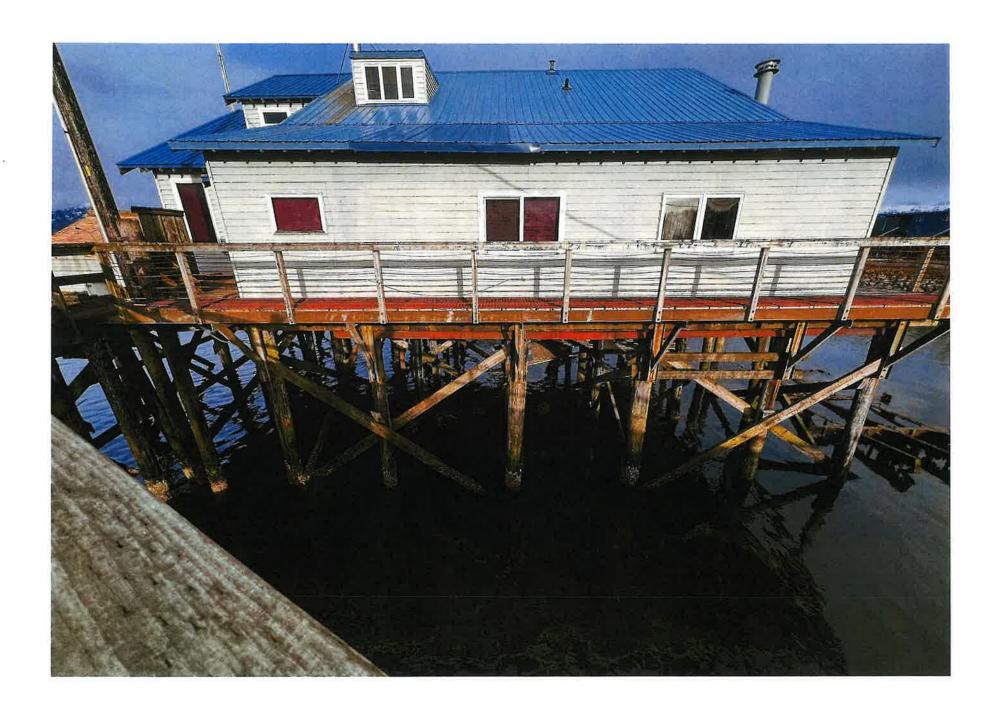


Prince William Sound Science Center

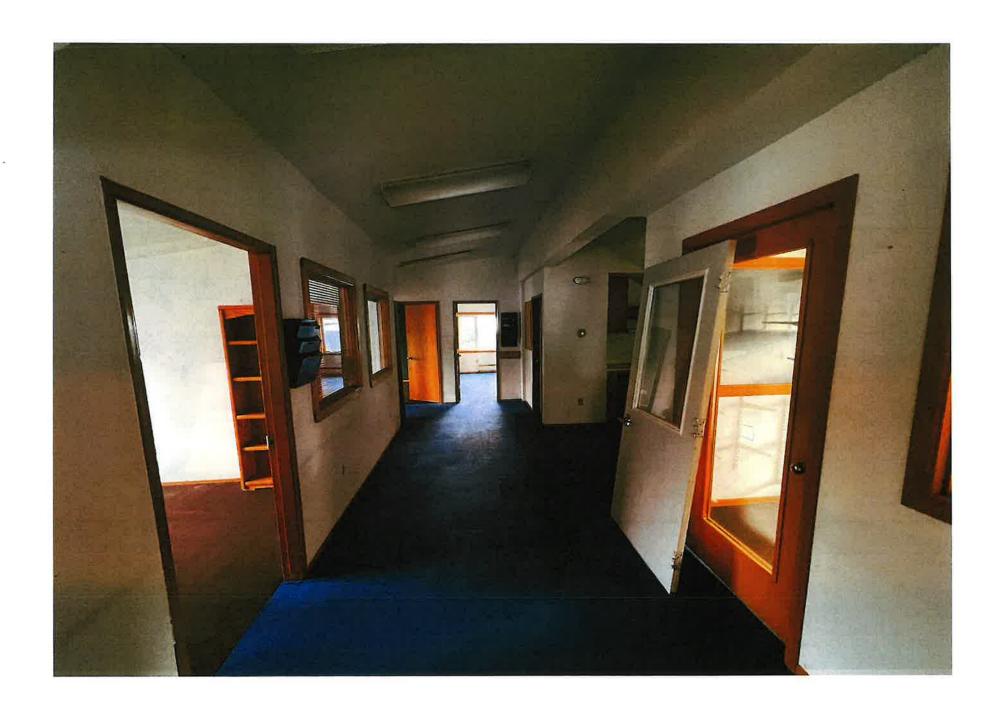






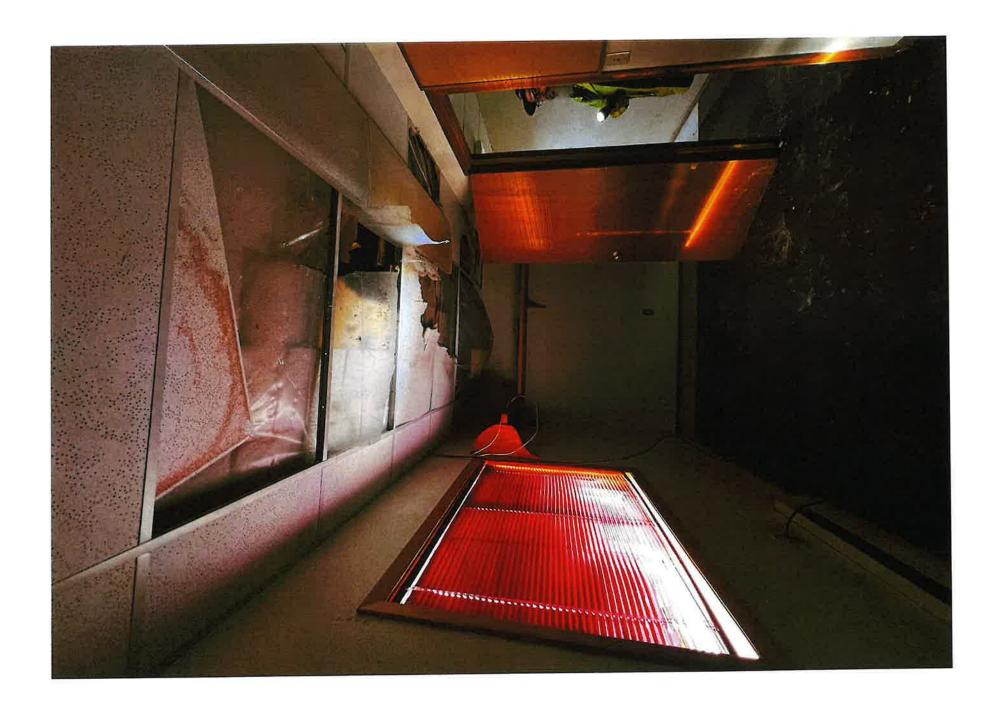


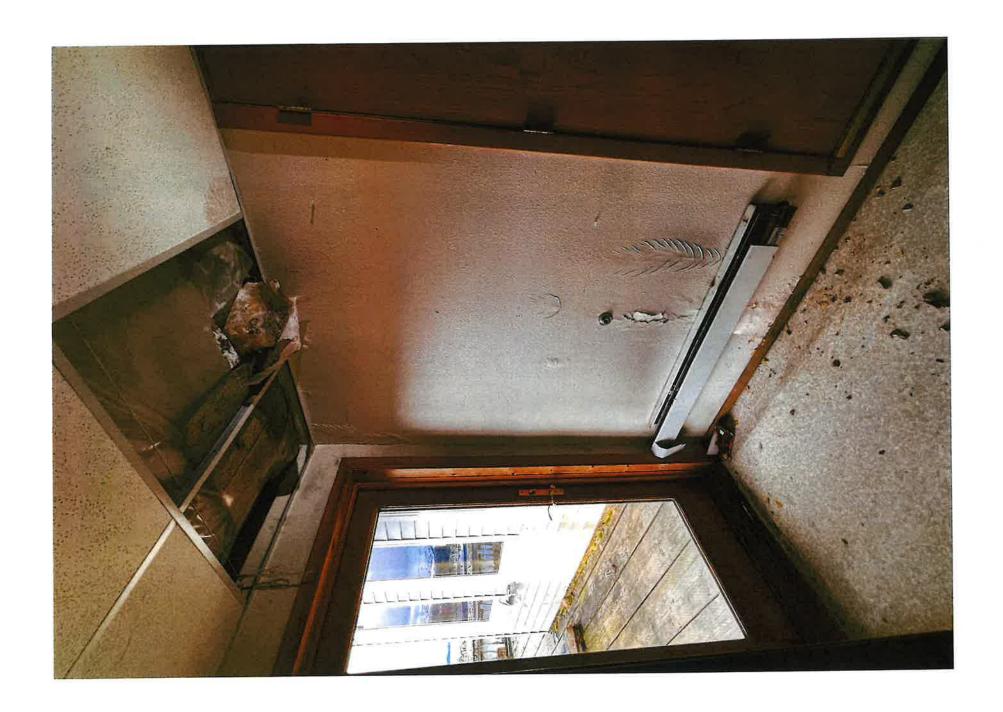


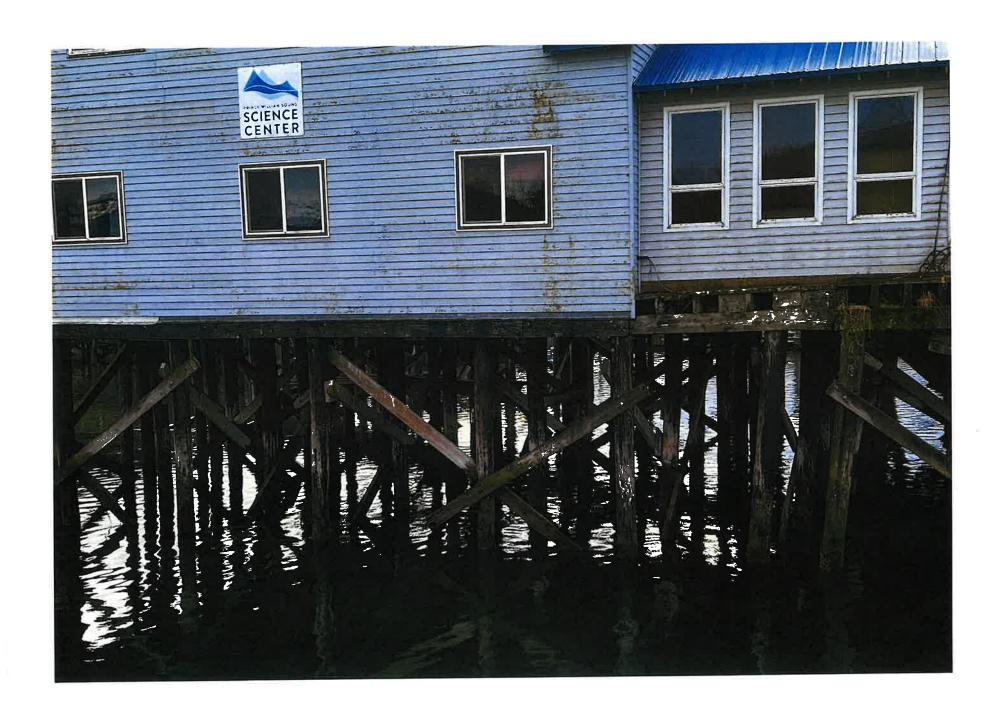
















City Council of the City of Cordova, Alaska Pending Agenda April 16, 2025 Regular Council Meeting

١.	Future agenda items - topics put on PA with no specific date for inclusion on an agenda	initially put on or revisited			
1)	Public Safety Resources - discussion	1/20/2021			
2)	Ordinance change (Title 4) to ensure Council has a role in CBA approval process	9/6/2023			
3)) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23				
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)	Strategic planning work sessions (goal setting), 2/19/25, 3/19/25, next tbd	3/5/2025			
7)	Bonding for City streets - explore for when asphalt plants will be in town during other projects	4/3/2024			
8)	Code change to land disposal maps when a status change (time-frame for disposal post status chg)	9/18/2024			
9)	Ordinance from CM to address cashflow issue for the \$3.9 or \$2.9M that has been used from the GF	11/6/2024			
10	Enterprise funds accounting procedures	11/6/2024			
11	Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223	12/4/2024			
12	Strategic review of City investments with Blake Phillips, ACPM (Blue Umbrella)	2/4/2025			
13	Fill projects - for shipyard, for businesses, potential locations	3/19/2025			
	Resolutions, Ordinances, other items that have been referred to staff	date referred			
1)	Disposal of PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known	1/19/22 & 4/2/25			
	action item on 4/2/25 , and again on 4/16/25				
2)	2) Res 12-18-36 re E-911, will be back when a plan has been made				
3)	3) Council to issue RFP for Breakwater Fill Lot - referred on 3/5/25 until new Council comes on				
	Upcoming Meetings, agenda items and/or events: with specific dates				
1)	Capital Priorities List, Resolution 12-24-39, 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:				
	7/16/2025 10/15/2025 1/21/2026 4/15/2026				
3)	Joint City Council and School Board Meetings - twice per year, May & October				
	before Council mtg in May 6pm @ CHS before Sch Bd mtg Oct. or Nov.				
4)	Clerk's evaluation - each year in August or September (prior to budget) - next Aug or Sept '26				
5)	Manager's evaluation - each year in August or September (prior to budget) - next Aug or Sept '26	0			
6)	In <u>May</u> each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney	(6)			
7)	Each year in June Council will approve by Resolution, the School's budget and City's contribution				
8)	Quarterly work sessions on City finances (compare budget to actuals) - Jun '25 work session before mill rate set	4/2/2025			
	Council adds items to Pending Agenda in this way:				
,	item for action tasking which staff: Manager/Clerk? proposed date				
1)					
2)		_			
-1					
3)		_			

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



City Council of the City of Cordova, Alaska Pending Agenda April 16, 2025 Regular Council Meeting

Membership of existing advisory committees of Council formed by resolution:

1) Cordova Fisheries Committee: 1- Kory Blake 4- Trae Lohse 7- John Williams

auth res 10-24-32 approved Oct 2, 2024 2- Rod Jensen 5- Tyler Dillon committee appointed 3/5/25 3- Kelsey Hayden 6- Jerry McCune

previous meetings: 3/13/2025 next meeting date: 5/8/2025

2) Cordova Trails Committee: 1-Elizabeth Senear 2-Toni Godes
 re-auth res 11-18-29 app 11/7/18
 3-Dave Zastrow 4-Ryan Schuetze

auth res 11-09-65 app 12/2/09 5-Stormy Haught 6-Michelle Hahn

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 18th DAY OF DECEMBER 2024

SRAL

VUY 8, 1909

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

April **2025**

CALENDAR MONTH APRIL

CALENDAR YEAR 2025

1ST DAY OF WEEK SUNDAY

Sunday	M onday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
APRILIS MATIONAL SMATIONAL	5	April Fool's day	7:00 Council reg mtg CCAB		Last day to appeal property assessments	
6 FOUR	7 FINAL FOUR	8	9	10	11	COME ONE, COME ALL. TO THE GRANDEST PARTY AROUND!
and the same of th		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL		20	THE CIRCUS IS COMING TO TOWN APRIL 12, 2024
13	14	15	16	17 Passover AlV2		19
		5:30 CTC Board Meeting CCEI	R	V		
			5:00 Council work session 7:00 Council reg mtg CCAB			
	21	22 LIRETH DAY	23	24	25	26
	7:00 BOE Hearing CCAB	ALAN COLOR	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR		
27	28	29	30	1	2	3
		6:00 P&R CCM				
4	5	Notes Legend: CCAB-Community Rms A&B HSL-High School Library CCA-Community Rm A	CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room	LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room	Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues	P&R - last Tues CEC - 4th Wed Hosp Svcs Bd - last Thurs

May **2025**

CALENDAR MONTH MAY

CALENDAR YEAR 2025

1ST DAY OF WEEK SUNDAY

Sunday	M onday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30		RICE IR D	3 Nay 1-4
4	5	6	7	8	9	10
			7:00 Council reg mtg CCAB]	_	
11	12	13	14	15	16	17 CHS Graduation
MOTHER'S -DAY-		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL]		
18	19	20 DAY OF SCHOOL	21	22	23	24
		5:30 CTC Board Meeting CCER				
			7:00 Council reg mtg CCAB	_		
25 Juise	City Hall Closed	27	28	12:00 Hosp Svc Bd HCR	30	31
UnCruise ADVENTURES	Memorial Day Holiday 5/26	6:00 P&R CCM	6:00 CEC Board Mtg CCER			
1	2	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
Mayor:	Kristin Smith	March 4, 2025	March-28
3 years	Mayor@cityofcordova.net		
Council mem	bers:		
	Debra Adams	March 4, 2025	March-28
3 years	CouncilSeatA@cityofcordova.net		
	Cathy Sherman	March 7, 2023	March-26
3 years	CouncilSeatB@cityofcordova.net	March 3, 2020	
	Kasey Kinsman, Vice Mayor	March 7, 2023	March-26
3 years	CouncilSeatC@cityofcordova.net		
	Wendy Ranney	March 5, 2024	March-27
3 years	CouncilSeatD@cityofcordova.net	July 5, 2023 elected by cncl	
	David Zastrow	March 5, 2024	March-27
3 years	CouncilSeatE@cityofcordova.net		
	Aaron Hansen	March 4, 2025	March-28
3 years	CouncilSeatF@cityofcordova.net		
	Mike Micklson	March 4, 2025	March-28
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	David Glasen, president dglasen@cordovasd.org	March 7, 2023	March-26
3 years	Kate Trudeau ktrudeau@cordovasd.org	March 4, 2025	March-28
3 years	Henk Kruithof hkruithof@cordovasd.org	March 5, 2024 March 2, 2021	March-27
3 years	Emma Merritt emerritt@cordovasd.org	March 4, 2025	March-28
3 years	Peter Hoepfner phoepfner@cordovasd.org	Mar 5, 2024, Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-27

seat up for re-election in Mar '26	vacant
board/commission chair/vice	
seat up for re-appt in Nov '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	Kelsey Appleton Hayden, Chair	March 7, 2023		March-26
	CCMCBoardSeatE@cdvcmc.com	March 3, 2020		
3 years	Diane Ujioka	March 5, 2024		March-27
	CCMCBoardSeatC@cdvcmc.com	December 19, 2023	elected by board	
3 years	Ann Linville	March 4, 2025		March-28
	CCMCBoardSeatA@cdvcmc.com	March 1, 2022		
3 years	Shelly Kocan	March 5, 2024		March-28
	CCMCBoardSeatB@cdvcmc.com	July 25, 2024	elected by board	
3 years	Liz Senear	March 5, 2024		March-27
	CCMCBoardSeatD@cdvcmc.com	March 2, 2021		

Library Board - Appointed

length of tern	1		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Cha	ir	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years 3 years	Debra Adams Sherman Powell		Dec '21, Dec '24 June '18, Feb '20, Jan '23	November-27 November-25
3 years 3 years	Mark Donachy Krysta Williams		Dec '23 Feb '18, Dec '20, Dec '23	November-26 November-26
			DCC 23	

Planning Commission - Appointed

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

seat up for re-election in Mar '26	vacant
board/commission chair	
seat up for re-appt in Nov '25	

(updated 4-2-25)

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

Harbor Commission - Appointed

1 41 64		D. A	m . r. ·
length of teri	m	Date Appointed	Term Expires
3 years	Ryan Schuetze	Dec '23	November-26
3 years	Andy Craig, Chair	Nov '16, '19 & Dec	November-25
		'22	
3 years	Garrett Collins	Dec '23	November-26
3 years	Ken Jones	Feb '13, Nov '16,	November-25
		Nov '19, Dec '22	
3 years	Hein Kruithof	Dec '23	November-26

Parks and Recreation Commission - Appointed

length of ter	rm	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		November-25
			'23		
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 '26	vacant
board/commission chair	
seat up for re-appt in Nov '25	

(updated 4-2-25)