

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
July 16, 2025 @ 7:00pm
Cordova Center Comm Rooms
Agenda**

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
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)

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

4. Minutes:
 - a. May 21, 2025, Regular City Council Meeting Minutes..... (page 1)
 - b. June 4, 2025, Regular City Council Meeting Minutes..... (page 6)
5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member Sherman from the May 21, 2025, Regular Meeting.
6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council members Hansen, Mickelson, and Sherman from the June 4, 2025, Regular Meeting.
7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member Mickelson from the July 2, 2025, Regular Meeting.
8. Council action to waive protest of the renewal of liquor license #747..... (page 9)
Loyal Order of Moose #1266, Club license

H. Approval of Minutes – in Consent Calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

9. Mayor's Report..... (page 20)
10. City Manager's Report..... (page 22)
11. City Clerk's Report..... (page 24)
12. Staff Reports – 2Q, 2025 Quarterlies:
 - a. Cordova Center, Coordinator **Andy Anderson**..... (page 25)
 - b. Cordova Chamber of Commerce, Executive Director, **Cathy Renfeldt**..... (page 27)
 - c. Cordova Historical Museum & Cordova Public Library, Director **Ashley Bivin**..... (page 31)
 - d. Public Works Department, Director **Kevin Johnson**..... (page 37)

- e. Parks & Recreation Department, Director **Samantha Hagerthy-Schneider**..... (page 39)
- f. Permanent Fund Investments, APCM, Director of Institutional Solutions **Blake Phillips**..... (page 46)
- g. Cordova Volunteer Fire Department, Fire Chief **Stephen Phillips**..... (page 52)

K. Correspondence

- 13. City Council correspondence primer: correspondence policies & procedures..... (page 55)
 - a. 06-24-25 Letter from USF&WS regarding MMPA regulations..... (page 56)
 - b. 07-02-25 Letter from Senator Sullivan regarding aviation safety..... (page 58)
 - c. 07-08-25 AMHS Winter 25/26 operating schedule for public review..... (page 61)
 - d. 07-10-25 MSU Valdez, Marine Safety Info Bulletin regarding renaming of USCG Districts..... (page 76)
 - e. 07-10-25 Email from DoT regarding final CR Highway Alternatives Study..... (page 77)

L. Ordinances and Resolutions

- 14. Ordinance 1232..... (voice vote)(page 78)
An ordinance of the Council of the City of Cordova, Alaska amending Cordova Municipal Code Section 6.12.040–Exceptions, to allow the City Manager to authorize use permits to except special events held at ski hill, from the provisions of 6.12.030–Alcoholic beverages-consumption in public places – 1st reading
- 15. Ordinance 1233..... (voice vote)(page 80)
An ordinance of the Council of the City of Cordova, Alaska amending Cordova Municipal Code Section 4.16.050–Residency requirement, to replace 'city limits' with 'greater Cordova area' and to clarify and further define residency – 1st reading
- 16. Resolution 07-25-18..... (voice vote)(page 83)
A resolution of the Council of the City of Cordova, Alaska authorizing the conveyance by lease of approximately 2,500 usable square feet of office space and ten (10) parking spaces located in the old City Hall building at 602 Railroad Ave. Cordova, Alaska 99574
- 17. Resolution 07-25-19..... (voice vote)(page 111)
A resolution of the Council of the City of Cordova, Alaska authorizing the conveyance by lease of Lots 3&4, Block 8, Original Townsite to the Cordova Chamber of Commerce
- 18. Resolution 07-25-20..... (voice vote)(page 128)
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Cummins to repair the 2019 Wittke dumpster truck

M. Unfinished Business

N. New & Miscellaneous Business

- 19. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 131)

O. Audience Participation

P. Council Comments

Q. Executive Session

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

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

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**Regular City Council Meeting
May 21, 2025 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order – **Vice Mayor Kasey Kinsman** called the Regular City Council Meeting to order at 7:05 pm on May 21, 2025, in the Cordova Center Community Rooms.

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

C. Roll call – Present for roll call were Council members **Debra Adams**, **Aaron Hansen**, **Kasey Kinsman**, **Wendy Ranney**, and **Dave Zastrow**. **Mayor Kristin Smith** and Council member **Mike Mickelson** were present via zoom videoconference. Council member **Cathy Sherman** was absent. Also present were City Manager **Sam Greenwood**, and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – **M/Ranney S/Zastrow** to approve the agenda with a slight change – moving item 20 until after item 23.

Hearing no objection to approval of the agenda as adjusted, **Vice Mayor Kinsman** declared it approved.

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

F. Communications by and Petitions from Visitors

1. Guest speakers – none

2. Audience comments regarding agenda items

Henk Kruithof of 515 Fourth Street urged Council to approve item 18, Resolution 05-25-13 but to include the full amount the School District is asking for, an additional \$117,000.

Pete Hoepfner of 100 Orca Circle urged Council to approve item 18, Resolution 05-25-13 but to include the full amount the School District is asking for, an additional \$117,000.

Diana Riedel spoke to agenda item 20, ongoing negotiations for land sale between City and herself. She wrote a letter also in tonight's packet and is hopeful that she and the City can find a solution. She said she is available to answer questions when the item is discussed.

Barb Jewell of 3101 Whitshed Rd, spoke in support of increased funding for the School District and also in support of the Council raising the mill rate to fund infrastructure needs.

Tom Bailer of Whished Rd, spoke about raising the mill rate and how people can no longer afford to live here. He said the community needs to tell Council what they want to cut and what they support.

3. Chairpersons and Representatives of Boards and Commissions – no verbal reports

a. PWSRCAC – highlights from the May 2025 Board of Directors Meeting

4. Student Council Report - none

G. Approval of Consent Calendar

5. Minutes: **a.** Mar 19, 2025, Regular City Council Meeting Minutes; **b.** Apr 21, 2025, Board of Equalization Meeting Minutes; **c.** May 7, 2025, Council Public Hearing Minutes; **d.** May 14, 2025, Council Public Hearing Minutes

6. Council concurrence of Mayor Smith's appointment to fill a vacancy on the Library Board

7. Proclamation of Appreciation for Mayor **David Allison**

8. Proclamation of Appreciation for Council Member **Tom Bailer**

9. Proclamation of Appreciation for Council Member **Ken Jones**

Vote on the Consent Calendar: 6 yeas, 0 nays, 1 absent. Adams-yes; Kinsman-yes; Ranney-yes; Sherman-absent; Hansen-yes; Mickelson-yes; and Zastrow-yes. Consent Calendar was approved.

Vice Mayor Kinsman read the proclamation to **Tom Bailer** into the record, and he was presented with a gift from the City.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

10. Mayor's Report – **Smith** reported: 1) her written report gives an overview of the things she has been tracking: EAS, Capital Project funding, CVFD. 2) she hopes to discuss such things with Senator Murkowski while she is here for Copper River Nouveau. 3) City Manager has been tracking Secure Rural Schools, and she is concerned about Medicare and the effect on CCMC.

Mickelson thanked **Mayor Smith** for her well-written EAS letter – he appreciates her time.

11. City Manager's Report - **Greenwood** reported: 1) DMV has yet to get back to her, they are reviewing what we've sent over and will get back to us with a date for coming here; 2) there has been progress with meetings with the CVFD and paid staff; 3) auditors have been here and gone, she is very proud of the hard work and time put in by the Finance department staff; 4) she attended a meeting with Rasmuson and about RISE grant opportunities; 6) met with NVE Tribal Council Chair, **Brooke Mallory** about hospital.

12. City Clerk's Report - **Bourgeois** reported: 1) thanked Deputy Clerk **Colette Gilmour** who wrote the majority of those 3 proclamations. 2) she included an advertisement for the board commission needs in her report, there may be some appointments forthcoming. a. Public Notice for Board and Commission Vacancies

K. Correspondence

13. 05-05-25 Marine Safety Information Bulletin re R/V Rough Rider

14. 05-05-25 Letter from Diana Riedel re Land Sale negotiation

15. 05-06-25 Letter from CRPWSMA request for donation to Buoy Program

16. 05-15-25 Mayor Smith letter to congressional delegation supporting EAS

Kinsman said it seems item 15 is looking for an answer. **Bourgeois** said if a Council member wants to bring up a future agenda item during Pending Agenda, that would be the appropriate time to do so.

L. Ordinances and Resolutions

17. Ordinance 1231 An ordinance of the Council of the City of Cordova, Alaska authorizing the repayment of \$3,000,000 from the Harbor enterprise fund to the general reserve fund (permanent fund) and authorizing the transfer of \$3,000,000 from the general reserve fund (permanent fund) to the general fund to sustain cash flow for city operations – 2nd reading

M/Ranney S/Zastrow to approve Ordinance 1231 An ordinance of the Council of the City of Cordova, Alaska authorizing the repayment of \$3,000,000 from the Harbor enterprise fund to the general reserve fund (permanent fund) and authorizing the transfer of \$3,000,000 from the general reserve fund (permanent fund) to the general fund to sustain cash flow for city operations

Ranney said we have discussed this ad nauseum, ready to vote. **Kinsman** suggested adding this to the pending agenda to ensure we remember to look at cashflow before year-end.

Bourgeois explained that final adoption of an ordinance moving money from the Permanent Fund requires 7 yes votes; if there are 6 yes votes, **Mayor Smith** shall be allowed to vote.

Vote on the motion: 7 yeas, 0 nays, 1 absent. Sherman-absent; Kinsman-yes; Adams-yes; Zastrow-yes; Mickelson-yes; Hansen-yes; and Ranney-yes; Mayor Smith-yes. Motion was approved.

18. Resolution 05-25-13 A resolution of the Council of the City of Cordova, Alaska acknowledging the proposed budget of the Cordova public school district for fiscal year ending June 30, 2026, and determining the amount of local sources available for school purposes subject to modification before city council final approval of the city's FY26 budget in December 2025

M/Zastrow S/Ranney to approve Resolution 05-25-13 a resolution of the Council of the City of Cordova, Alaska acknowledging the proposed budget of the Cordova public school district for fiscal year ending June 30, 2026, and determining the amount of local sources available for school purposes subject to modification before city council final approval of the city's FY26 budget in December 2025.

Zastrow asked the City Clerk to explain how the process went in June and in December last year.

Bourgeois said that in June 2024 the school was asking for a certain amount – Council's June resolution

gave them \$90,000 less than that amount. Then, in December, that “reduced by \$90,000 amount” was what went into the City budget and there was no ask by the school district at that time for that \$90,000 so it must have worked out ok for them, i.e. they got by without the \$90k. The resolution in front of Council which is \$117k less than what they are asking for, puts them at the \$2.183k which is the amount they received last year. **Ranney** feels strongly that the City is obliged to fund the school – she wants to fund them at the full \$2.3m. **Hansen** agreed with **Ranney** said that one of the reasons he and his family moved back to Cordova was the teacher: student ratio in our school district. **Adams** said she stands in total support of what the school is asking for. **Mickelson** said it is a no-brainer, he supports the full ask. **Kinsman** also agreed with what has been said.

M/Ranney S/Adams to amend the resolution to change the city contribution to the full ask of \$2.3 million that the school district is asking for and to allow staff to administratively fix this resolution accordingly.

Vote on the motion to amend: 6 yeas, 0 nays, 1 absent (Sherman). Motion was approved.

Vote on the main motion as amended: 6 yeas, 0 nays, 1 absent (Sherman). Motion was approved.

19. Resolution 05-25-14 A resolution of the Council of the City of Cordova, Alaska establishing the property tax mill levy for the 2025 tax year at **11.44** mills for all properties in the City of Cordova

M/Zastrow S/Adams to approve Resolution 05-25-13 a resolution of the Council of the City of Cordova, Alaska establishing the property tax mill levy for the 2025 tax year at **11.44 mills** for all properties in the City of Cordova

Zastrow said last year when we set the mill rate it went so quickly, he regrets that we didn’t have the chance to thoroughly discuss it. He said we have been discussing our infrastructure needs for several months now; we are literally closing things down because we cannot maintain them, Skaters, Pool, our roads need repairs, we just approved an increase to the school district, that is why he suggested the 11.44 mill rate. **Adams** said this is still below the historical averages as presented by staff – we have things we need to pay for. **Ranney** said she has a problem raising the mill rate, she thinks Cordova needs to make some decisions; do we need to replace skaters, do we close Bidarki and move the equipment to a school gym, we are taxing people out of this community. **Mickelson** sympathizes with what has been said, he thinks there may be a happy medium. He has heard from a lot of people about this. **Hansen** said he agrees with what has been said before him, he thinks we will have tough decisions to make regardless of raising the mill rate as far as the services we continue to provide, at this time he will support the 11.44. **Kinsman** said he sympathizes with the struggle that others are having with raising the mill rate. Inflation is looming though and our costs, especially employee-related costs will continue to go up – that is the reality of our budget. **Greenwood** elaborated on what is not coming in as far as revenue this year, \$730k in secure rural schools funding is out, school bond debt reimbursement will be down, not sure exactly how much yet. She would not be doing her job if she did not advocate for the City budget/City employees. She said we have cut positions, we have pared down our budget, but volunteerism is down, will we have to fund public safety, EMTs, more firefighters, she is consistently told public safety is a priority, she agrees, but those are increased expenses. **Adams** said she uses this building, the Library, shows in the theater, events at the museum, they are full, there is sometimes standing room only, people love these events, they keep people in Cordova; she said all these things cost money, no one likes to pay taxes, but she is willing to pay more in property taxes to retain these services.

Vote on the motion: 4 yeas, 2 nays, 1 absent. Ranney-no; Hansen-yes; Kinsman-yes; Adams-yes; Sherman-absent; Mickelson-no; and Zastrow-yes. Motion was approved.

M. Unfinished Business

20. Council action on negotiations with Diana Riedel for disposal of Lot 4A Block 3, USS3345 (may be discussed in executive session) – this was moved to item 24, after the e.s.

N. New & Miscellaneous Business

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

Mug-up that the Mayor is hosting for the Breakwater Fill Lot – date changed to a non-fishing day, as long as remote participation is available. Clerk to look at dates and room availability – maybe June 18 will work.

But it was determined to NOT have it on June 12. Buoy program letter requesting funding – **Mickelson** said, it is a worthy program, but he thinks it will get funded and the City shouldn't have to chip in especially considering our financial situation currently.

O. Audience Participation

Tom Bailer said everyone knows taxes are a reality, it is all about how we use our resources. Ski Hill is a good example – we've asked them to become a 501C3 so they can bring in more grant money but instead they keep coming to us for funding and we never say no. We have to stop funding all these things. He suggested Council spend wisely.

Pete Hoepfner thanked Council – he appreciates their extra effort for education this year.

Henk Kruithof echoed **Hoepfner's** comments – thanked the Council.

Kelsey Hayden thanked Council for funding the schools at their ask. Raising the mill rate won't solve all the problems, she thinks the City has to start considering only the core elements of the City – education, health, safety – City might have to forego funding non-profits in the future. She knows the non-profits are great in this town, do good work are integral, but we may not be able to assist any longer. Parks & Rec is a core function of the City of Cordova and is an important reason a lot of people live here. She thanked Council for making these difficult decisions for the best of the entire City.

P. Council Comments

Adams said she is feeling some anxiety, there has been some soul searching when the time comes for making these difficult decisions about money; it's stressful. She encouraged us to hammer our representatives in Juneau to override in case the Governor does veto some of the education funding.

Mickelson thanked staff for all the prep for the meeting, it is helpful. As volunteerism declines, that is fine, but if the people don't want to fill volunteer roles then don't come complaining to us if the mill rate gets raised. We have a responsibility to step up, or else we have to shell out more money.

Kinsman thanked those who participated tonight. It is expensive to live here – it is expensive to run operations here. There are things like public safety, which is at the forefront, there are opportunities to help there – if that isn't your forte, there are other opportunities for volunteerism.

Ranney appreciates the work by staff – it is expensive to live here, and we can't tax our way out of this – we have to look at the services we are offering and realize, we just aren't going to be able to offer them all in the future. We cannot continue to fall back and tax the base community. She appreciates that we funded the schools the way we did tonight; great things have come out of our schools.

Zastrow said there was fantastic input from the audience tonight and from my fellow council members. This is only a fraction of the community offering input and there are lots of other thoughts, opinions, concerns out there, he wants to hear from everyone. We all have other lives, careers, we rely on staff to provide us with well-researched, well-reasoned information to make our difficult decisions.

Mayor Smith everybody is working hard on this, but she especially thanks the newest council members who have stepped up after only a handful of meetings under their belt to work on these tough decisions. Very impressive that we can have a thoughtful, respectful discussion.

Q. Executive Session

22. Council discussion with City Manager regarding land sale negotiation with Diana Riedel a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

23. Council discussion with City Manager regarding land sale negotiation with Mobile Grid a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

M/Zastrow S/Adams to go into executive sessions for: Council discussion with City Manager regarding land sale negotiation with Diana Riedel and regarding land sale negotiation with Mobile Grid matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City.

Hearing no objection **Vice Mayor Kinsman** recessed the meeting at 8:22 pm

Council was in the executive session from 8:25pm until 8:55pm.

Vice Mayor Kinsman said they were now back in open session and in the executive session Council discussed the Mobile Grid lease topic and we are all in agreement to support the decisions of the City

Manager. He said they also discussed the Diana Riedel land sale topic, and we are ready for agenda item 24.

24. 20- Council action on negotiations with Diana Riedel for disposal of Lot 4A Block 3, USS3345 (may be discussed in executive session) – this was moved to item 24, after the e.s.

M/Ranney S/Zastrow to direct the City Manager to continue negotiations with Diana Riedel for disposal of Lot 4A Block 3, USS3345, by negotiating with the applicant per the terms as outlined by the City Council – a lease to purchase with a 10-year term and including a 5-year substantial completion.

Ranney said she believes a 10-year term with 5-year substantial completion is realistic and for consistencies sake, we should stick to how we have been doing things. **Zastrow** agreed, this is what we are doing for all land sale applicants. **Adams** said she supports the consistency. **Mickelson** said he supports being consistent. **Kinsman** agreed also.

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

Council allowed **Diana Riedel** public comment time.

Riedel said she will have to see what she can do to make this work. She had hoped they would go longer than 5-years for substantial completion and she hopes council would consider that in the future, especially for residential construction.

R. Adjournment - Hearing no objection **Vice Mayor Kinsman** adjourned the meeting at 9:03 pm.

Approved: July 16, 2025

Attest: _____
Susan Bourgeois, City Clerk

**Regular City Council Meeting
June 4, 2025 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order – **Mayor Kristin Smith** called the Regular City Council Meeting to order at 7:00 pm on June 4, 2025, in the Cordova Center Community Rooms.

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

C. Roll call – Present for roll call were **Mayor Kristin Smith** and Council members **Debra Adams**, **Wendy Ranney**, and **Dave Zastrow**. Council member **Kasey Kinsman** was present via zoom videoconference. Council members **Aaron Hansen**, **Mike Mickelson**, and **Cathy Sherman** were absent. Also present were Acting City Manager **Kevin Johnson**, and City Clerk **Susan Bourgeois**. City Manager **Samantha Greenwood** was on a well-deserved vacation.

D. Approval of Regular Agenda

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

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

F. Communications by and Petitions from Visitors

1. Guest speakers – none
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions - none

G. Approval of Consent Calendar

4. Minutes: **a.** Apr 16, 2025, Regular City Council Meeting Minutes; **b.** Apr 30, 2025, Special City Council Meeting Minutes

5. Council concurrence of Mayor Smith's appt to fill a vacancy on the Parks & Recreation Commission

6. Resolution 06-25-15 A resolution of the Council of the City of Cordova, Alaska approving the license for a mobile restaurant for Stanley Duncan, dba Stanwiches, LLC

7. Council approval of business license for *Explore Cordova*, including a for-hire vehicle service

Vote on the Consent Calendar: 4 yeas, 0 nays, 3 absent. Adams-yes; Kinsman-yes; Ranney-yes; Sherman-absent; Hansen-absent; Mickelson-absent; and Zastrow-yes. Consent Calendar was approved.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

8. Mayor's Report – **Smith** reported: 1) her written report touched on – Breakwater Fill Lot mug-up, June 18 from 5-7pm in Community Rooms, Senator Murkowski visit – she has asked for a meeting (Sunday June 8 10:30am Mt. Eccles Commons), answered some emails from Cordova Times about mill rate, Fisheries Committee – she and Kelsey Hayden are scheduled to meet, Housing – hands on workshops for developers – hoping to set something up in August.

9. City Manager's Report - **Greenwood** was on vacation **Kevin Johnson** reported: 1) DMV will be here starting on June 23; 2) RFP is out for the old PWSSC building – lease or purchase of the building; 3) mid-June an RFP will be out for the Second Street lots – behind old Library/Museum; 4) construction on the new impound lot at the baler has begun – should be completed by September; 5) CRWP has begun invasive weed control program – not using herbicides this summer, manual removal of plants and/or tarping of areas; 6) the "tug nuts" are coming – a group of tug boat owners, 15-20 tug boats June 12-15 for their annual meet-up; 7) an additional food truck is operating on the fill lot this summer – short term

land-use permit for **Vic-Ali**; 8) Skater's Cabin mug-up last week – fairly well-attended, **Samantha** is starting up a crowd-funding and people will be able to contribute soon. June 14 there will be a second public meeting about Skater's.

10. City Clerk's Report - *Bourgeois* reported that on June 11 at 6pm Council and Board/Commission Training, here in Council chambers – there will be food. **a. Public Notice for Board and Commission Vacancies**

K. Correspondence

11. Public notice regarding upcoming CCMC Blood Drive

L. Ordinances and Resolutions

12. Resolution 06-25-16 A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Emulsion Products Alaska to purchase chip seal oil **M/Zastrow S/Adams** to approve Resolution 06-25-16 A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Emulsion Products Alaska to purchase chip seal oil

Zastrow said it has been approved in the 2025 budget – definitely chip-sealing is overdue. As far as the sole source seems this fits the criteria, he will support. **Adams** asked if this was for potholes or full streets would be chip sealed. **Johnson** explained this is a small amount this year, more of a maintenance job.

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

M. Unfinished Business - none

N. New & Miscellaneous Business

13. Council action to protest or waive protest for Tiny Wings liquor license renewals

M/Ranney S/Zastrow to waive protest for the renewal of liquor license 61, Beverage Dispensary, and license 62, Package Store, for Tiny Wings, dba Anchor Bar & Grill and Anchor Liquor Store with one condition: Tiny Wings, dba Anchor Bar & Grill, shall provide the City with proof of a completed and satisfactorily passed inspection from the State Fire Marshal before opening for business.

Ranney said the letter provided sounds like there is a sale happening and the liquor license is integral to the sale – so she doesn't want to protest this time. She is ready to see action taken and them to sell the business. She might not do this another time if they ask. **Zastrow** agreed with **Ranney**. **Adams** asked questions about Council's role. It is only to protest the renewal with ABC Board, but it is not a guarantee. This liquor license has received waivers for not being open the required amount of days/year with the AMCO office.

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

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

Council added "revisit marijuana code" to the Pending Agenda. Clerk said she'd add Tiny Wings to PA – so we could track the status of a sale. Council opted to cancel the June 18 Regular Meeting. **Kinsman** asked for a financial update. **Johnson** said he would pass that along to the City Manager. Clerk would get City attorney started on item 2 on PA – which is an ordinance changing code to include Council in the CBA approval process.

O. Audience Participation

Dotty Widmann of 245 Eyak Dr. and owner of the Net Loft updated Council on how her project was going. It has been difficult – there needs to be some remediation of contaminated soil. She is trying to access some funds for that, but these funds are only available to public or native entities, she is hoping to align with someone to allow that to proceed.

Samantha Hagerthy-Schneider, Parks & Rec Director, thanked the community and the Council for the support – she wanted community members to know they can always come talk to her, her door is open, to hear the story.

P. Council Comments

Zastrow said that after last meeting's difficult decision he has heard lots of comments he encouraged people to come give public testimony.

Kinsman thanked **Dotty Widmann** for coming in to talk to them – he would love to help and support the project. He thanked **Samantha** for her hard work at Parks & Rec, for being creative. He encouraged community members to come to Council meetings, to give input. He encouraged people to get on boards/commissions and/or run for Council.

Adams said she appreciates tonight's less stressful meeting. She welcomed the new HR Director and her family who have moved to Cordova. Thanked the **City Clerk** who always gives her the time she needs when she comes into the office. She thanked the **Mayor** for being proactive with **Murkowski's** visit. She encouraged **Widmann** to keep coming, we all want to see the building go up and see your business thrive.

Ranney thanked staff, reiterated what others said to **Dotty**. She thanked the City staff that comes to the meetings – we appreciate your input.

Q. Executive Session - none

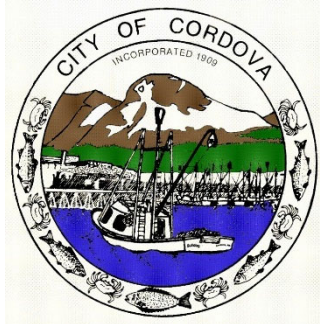
R. Adjournment

Hearing no objection **Mayor Smith** adjourned the meeting at 8:16 pm.

Approved: July 16, 2025

Attest: _____

Susan Bourgeois, City Clerk



AGENDA ITEM 8

City Council Meeting Date: 7/16/25

CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 07/9/25
ITEM: Council option to protest renewal of Liquor License #747
NEXT STEP: Motion to waive protest via approval of consent calendar

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** A Cordova business, Loyal Order of Moose #1266, has applied for a Liquor License Renewal (club designation) 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. **BACKGROUND INFORMATION:** City staff have determined this business to be current in all financial obligations to the City. Acting Police Chief Cameron Hayden has no public safety concerns about this business.
- V. **LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480, attached.
- VI. **SUMMARY AND ALTERNATIVES:** 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 #747, Loyal Order of Moose #1266, Club.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

June 23, 2025

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

Licensee: **Loyal Order of the Moose 1266**

DBA: Loyal Order of the Moose #1266

VIA email: cordovamoose@yahoo.com

CC: None

Local Government 1: Cordova

Local Government 2: Unorganized Borough

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

Re: Club License #747 Combined 2025-2026 Renewal Notice

License Number:	#747
License Type:	Club License
Licensee:	Loyal Order of the Moose 1266
Doing Business As:	Loyal Order of the Moose #1266
Physical Address:	514 2nd St Cordova, AK 99574
Designated Licensee:	Steven Johnson
Phone Number:	(907) 429-7665; (907) 306-5244
Email Address:	cordovamoose@yahoo.com

☒ **License Renewal Application**

☐ **Endorsement Renewal Application**

Dear Licensee:

Our staff has reviewed your application after receiving your application and 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(ies), your community council if your proposed premises is 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(ies) will have 60 days to protest the renewal of your license.

Your application will be scheduled for the **September 16th, 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 endorsement, 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 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 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,
Kyle Helie, Licensing Examiner II
For
Kevin Richard, Director



Document reference ID : 4332

Licensing Application Summary

Application ID:	4332
Applicant Name:	Loyal Order of the Moose 1266
License Type applied for:	Club License (CL) (AS 04.09.220)
Application Status:	In Review
Application Submitted On:	11/21/2024 03:03 PM

Entity Information

Business Structure:	Corporation
Alaska Entity Number (CBPL):	1451D

Entity Contact Information

Entity Address:	PO Box 609, Cordova, AK, 99574, USA
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Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Loyal Order of the Moose 1266	Steven Johnson	President	
Loyal Order of the Moose 1266	Mathew Myszka	Secretary	
Loyal Order of the Moose 1266	Travis Yarbrough	Vice President	

Premises Address

Address: 514 2nd Stret, Cordova, AK, USA

Does the proposed site include a valid street address? Yes

Basic Business information

Business/Trade Name: Loyal Order of the Moose #1266

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.

I certify that in accordance with AS 04.09.220(c) the club, fraternal organization, patriotic organization, or social organization listed as the licensee in this application has been chartered by a state or national organization for a period of 10 consecutive years before the application for a license, or has been chartered by a national organization that has maintained a chartered club or organization in the state for a period of at least 20 years.

Signature

This application was digitally signed by : Steven Johnson on 11/21/2024 3:05:23 PM

Payment Info

Payment Type : CC

Payment Id: bc7b44e1-4df5-401f-9c2c-8ba435129c40

Receipt Number: 100966674

Payment Date: 11/21/2024 3:06:26 PM

Documents



Document reference ID : 4332

Renewal Application Summary

Application ID:	4332
License No:	747
License Type applied for Renewal:	Club License (CL)
Licensee Name:	Loyal Order of the Moose 1266
Application Status:	In Review
Application Submitted On:	11/21/2024 03:03 PM

Entity Information

Business Structure:	Corporation
FEIN/SSN Number:	
Alaska Entity number (CBPL):	1451D
Alaska Entity Formed Date:	
Home State:	

Entity Contact Information

Entity Address:	PO Box 609, Cordova, AK, 99574
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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

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 : Steven Johnson on 11/21/2024 03:05 PM

Payment Info

Payment Type : CC

Payment Id: bc7b44e1-4df5-401f-9c2c-8ba435129c40

Receipt Number: 100966674

Payment Date: 11/21/2024 3:06:26 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 [AS 44.62.360](#) and conduct proceedings to resolve the matter as described under [AS 04.11.510\(c\)](#).

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.

MAYOR’S REPORT

Date: July 11, 2025
To: Cordova City Council
From: Mayor Kristin Smith

Cordova Fisheries Committee: Kelsey Hayden and Hannah Heimbuch of CDFU organized a small group to meet on the concerns around the decline of king salmon stocks. We talked about the 2012 Chinook Symposium that Governor Parnell convened and the research that was supported initially (several of the Symposium’s research initiatives were discontinued because of insufficient funding). Coded wire tagging research on out-migrating chinook smolts was done from 2013 – 2018, 2024 was the last year of tag recovery and that data will be analyzed this winter. Hannah is going to look at research recommendations from that Symposium and those made recently in the Alaska Seafood Industry Joint Legislative Task Force report (2025) to identify what CDFU, the City and other stakeholders should be focusing on. Researchers are convening this fall, November 3 – 4, in Cordova for a Salmon 2125 conference looking at projections on stream temperatures and flow levels in 100 years to model anticipated changes to salmon habitat and what that would mean for salmon populations. (This conference is scheduled to be at the start of a week that will also include a Chugach Regional Resources Commission meeting here, and conclude with NVE’s Sobriety Celebration on the following weekend.)

Asset Management: I attended an Alaska Municipal League webinar on asset management that featured work done by the City Manager in Seldovia. She advocated just starting with an Excel spreadsheet, saying “you have more [information] than you think you do.” Her main message is “asset registry drives the Capital Improvement Plan.” I think Airtable database software, which is free online, would work really well for this and has the ability to link fields between tables. I’ve written to Heidi Geagel in Seldovia to request her spreadsheet model as one potential starting point and will share this with City staff.

Northern Edge Military Training Exercise: I attended the Navy’s presentation on the Northern Edge military training exercises conducted every two years in the Gulf of Alaska. The presentation included a lot of information on the marine biology studies conducted as part of the Environmental Impact Study (EIS) process, which was completed in 2023. The permit for Northern Edge activities is valid until 2030, presumably they will want to continue training exercises so a new EIS process will begin in 2028 or so for the next seven-year permit. The biggest change in the area they use for training is a Continental Shelf and Slope Mitigation Area in the northeastern Gulf in which use of explosives for training is prohibited in waters shallower than 4,000 meters. There’s a lot of good information in the handouts they prepared for the presentation on the research conducted (including on immature chinook salmon habitat use), those are available at City Hall.

Alaska Marine Highway System winter schedule released for comments: AMHS is soliciting public comment on its proposed winter ferry schedule:

<https://dot.alaska.gov/comm/pressbox/arch2025/PR25-0024.shtml>.

Comments are due by July 22, 2025, and may be submitted to dot.amhs.comments@alaska.gov. There is also a virtual meeting scheduled for July 22 at 11:30 a.m., visit the URL above for a Zoom link. The proposed schedule has the Aurora in lay-up starting on October 1, 2025, through January 15, 2026.

Resource Development Council (RDC) coming to Cordova: the [Resources Development Council](#) is making a community outreach trip to Cordova on July 27 – 29, 2025. RDC is a statewide non-profit business association founded in 1975 and is comprised of individuals and companies from Alaska’s oil and gas, mining, timber, tourism, and fisheries industries, as well as Alaska Native corporations, local communities, organized labor, and industry support firms. RDC’s purpose is to link these diverse interests together to encourage a strong, diversified private sector in Alaska and expand the state’s economic base through the responsible development of our natural resources. They are holding a reception in town on Monday, July 28, 5 – 7 p.m. (not sure of location yet), community members are invited. RDC is an advocacy group that follows resource development legislation, its staff and members are active with testimony and letters during legislative sessions and committee meetings. In representing Cordova, the issues we could use their focus on include seafood industry support, working waterfront infrastructure, and tourism support (funding for public use cabins, trail maintenance, mooring buoys for PWS’s State Marine Parks, and other recreation facilities). Other ideas to add?

CITY OF CORDOVA



Samantha Greenwood
City manager

Jobs

- Communication Clerk – No Applicants
- Cordova Center Coordinator – Job offered
- Finance Director- Received an application – Interviewing next week
- Chief of police – Job Offered
- Lifeguard – No Applicants
- Public Safety Officer – No Applicants
- DMV - Application Received

CCMC Joint Administration Negotiation Team

- The Team met on 7/10/25. Response to NVE's request to purchase the hospital was finalized and sent to NVE on the 11th. We look forward to working with NVE

Pool

- Potential Leak fix identified: Bad gasket on hydrostatic relief valve identified; replacement received.
- Minor seepage under liner: Likely from shell pinholes (common)
- Stains on liner: Caused by minerals in fill water—working with engineers to install carbon/pre-filters.
- Plumbing tested: No leaks found post sump.
- Next step: Partial refill test once gasket is installed.

Skaters' Cabin Project (as of July 9, 2025)

- Funds raised: \$2,407 from 37 donors.
- Decommissioning: 2/3 quotes in; expected cost under \$25K.
- Timeline: Aim to raise enough funds for decommissioning by August
- Upcoming: Coordinate engineering study and environmental compliance (Fish & Game contacted).
- Fundraising: 100+ donation letters sent—personal follow ups planned.
- Grants: Rasmuson Foundation eligible for January 2026 (\$30K max).

Other

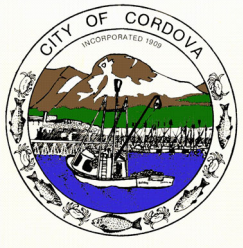
- Participated in the interviewing process for the Cordova Center Coordinator
- Continue to work with the Fire Department

CITY OF CORDOVA



Samantha Greenwood
City manager

- Working with the Police department to find creative solutions to help them get staff on board. Worked with the lawyer and Susan to draft a memo and Ordinance for the code change
- Met with Sheridan Alpine Associates to discuss the timing of the city payments. We have a plan moving forward
- Staff meeting, reviewed council meeting, and got department head updates.
- Prepping for arbitration on a union grievance and other personnel issues
- Reviewing Financials with Sheryl for the Work session



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

Phone: 907.424.6248
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

July 16, 2025, Regular Council Meeting

Board/Commission Vacancies: There is still a vacancy on Historic Preservation Commission. Recently we have been able to fill the 2 Parks & Rec Commission seats.

Records Requests: Deputy Clerk is continuing to receive records requests. We recently helped a citizen by researching old property tax assessment records – delving into 1950's records in the vault was a fun project.

Meetings & Minutes: Catching up on minutes still – 2 regular meetings sets are in tonight's packet, only 1 meeting behind now, whew!

Tonight's packet is a big one – this took lots of time/effort to coordinate, work out all the details with attachments, memos and perfecting all the moving parts & pieces.

Committees/Boards/Commissions: Planning Commission and Harbor Commission both had agenda items this last week which were somewhat more difficult than usual, and they were able to employ some of the strategies learned at the training session in June. Amanda reached out to me to ensure they were handling their item appropriately and we were able to discuss the same with Tony before Harbor Commission's meeting. Same item will be before Council probably at an August meeting.

Reminder to Board/Commission members/City Council members and the public that land sale items are quasi-judicial items and as such commissioners/council members should not be directly discussing these items with applicants or anyone else for that matter. When the action is before a body the entire body should be privy to all the same information, therefore ex parte contact should be discouraged but then disclosed if it did occur.

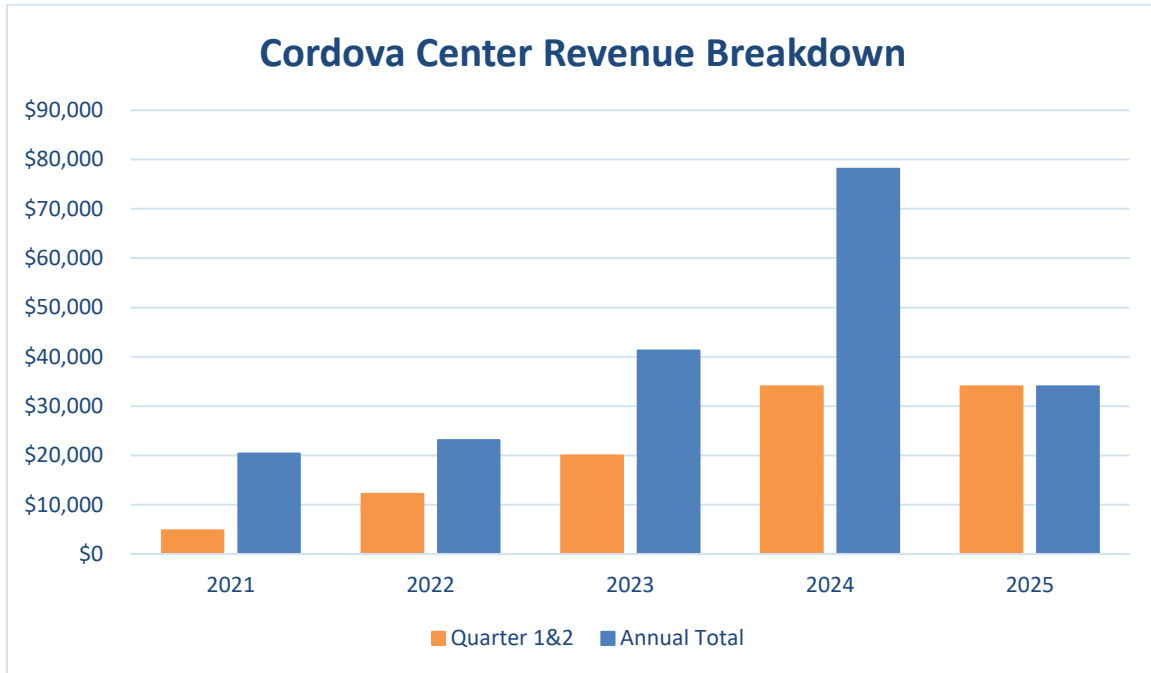
Property Assessment/Taxation: Property tax bills were mailed on July 1; 2 installments due by August 31 and October 31, 2025. Colette has been extremely busy answering questions from taxpayers. There have been several property owners that are disgruntled about their failure to receive the senior citizen property tax exemption this year. We are being consistent and clear about the process and how we administer the program.

AMCO/ABC Board/Liquor License Renewals: I have spent time corresponding with AMCO about the Anchor Bar action Council took and also preparing the Moose Lodge renewal in tonight's consent calendar.

Out of the Office: I'll be on vacation from July 17 through July 29, back to work on July 30. I also have a Labor Day trip planned (hopefully playing pickleball in a Homer tournament) so will need August 29 and September 2 off.

Cordova Center 2nd Quarter 2025

The Cordova Center Events Management Team consists of Andy Anderson, Ashely Bivin, Malvin Fajardo, Paula Payne, Dana James, Kaden Gittle and Toni Bocci.



In-Kind Non-Rev: \$9,885.00

- City of Cordova Department Meetings
- Monthly Boards & Commissions
- Council Teleconferences
- State of Alaska – DMV - 6.24-27.25

• Revenue: \$18,040.13

- Banquet Events
 - PWWSC – Copper River Nouveau 6.7.25
 - Wedding – 6.21.25
- Birthday Parties:
 - Dick Groff's 90th Birthday
- Conference Meetings
 - CDFU – Salmon Harvest Task Force – 5.6.25
- Community Events:
 - CEC – Open House – 4.9.25
 - PWSSC – Climate Workshop 4.22.25
 - Chamber – Shorebird Festival – 5.1-4.24
 - UAF – Cordova Workforce Training Forum – 5.14.25
 - Rasmuson Foundation – Community Reception 5.15.24
 - Alaska Tugnuts Rendezvous – 6.13.25

Cordova Center 2nd Quarter 2025

- Monthly Board Meetings
 - CEC – Cordova Electric Cooperative
 - CTC – Cordova Telecom Cooperative
 - CCF – Cordova Community Foundation
 - NVE – Native Village of Eyak
- North Star Theater Events:
 - Current Rhythms – Spring Recital 4.25-26.25
 - Piano Recital – Keys on Fire 5.19.25
 -
- Event attendees #2092

Cordova Chamber of Commerce
Mid-Year Action Report to City of Cordova
Submitted: July 9, 2025

Dear City Manager, Mayor, and Members of the Cordova City Council,

On behalf of the board and staff of the Cordova Chamber of Commerce, thank you for your continued investment and partnership. The Chamber serves as Cordova's Visitor Center and Destination Marketing & Management organization, while also providing essential business support, economic development, and community programming. Your 2025 funding contribution of \$70,000 + in-kind support of office & Visitor Center space makes this work possible.

We are proud to report that in the first half of 2025, Chamber-led initiatives have directly contributed to increased economic activity and quality of life, helped maintain Cordova's vibrancy as a year-round destination, and supported local businesses of all sizes in navigating a challenging economic landscape.



Direct Value to the City of Cordova

- Cordova Chamber's tourism development and destination marketing efforts continue to drive independent traveler and group visitation, directly supporting the City's \$250,000+ in annual **Accommodation & Vehicle Rental surtax revenues**.
 - Through curated events, strategic marketing, and visitor services, the Chamber helps extend stays, increase bookings, and distribute visitation across the calendar year.
- **Sales Tax** is the City of Cordova's largest single revenue source; and one that the Chamber's *Shop Cordova First* initiatives, community events, and direct business support programs generate measurable increases in.
- Major festivals like Shorebird Festival, Fourth of July, Fungus Festival, and Salmon Jam—as well as targeted meetings and conferences—have a **compounding economic impact**, bolstering lodging, dining, retail, and transportation sectors.
- Our Business Empowerment programs help local entrepreneurs thrive, boosting year-round economic activity and job creation.
- Other communities similar to Cordova (Wrangell or Petersburg, for example) choose to fund internal municipal staff for tourism development, destination marketing, and visitor services—responsibilities that ultimately rest with the municipality—often totaling hundreds of thousands annually; in contrast, **the City of Cordova achieves a strong return on investment and substantial cost efficiency** by supporting the Cordova Chamber to lead this work, with every \$1 of City support generating \$2 through leveraged grants, partnerships, and private fundraising.



Visitor Growth Through Meetings & Conferences

- Successfully recruited or supported multiple organized groups including:
 - **ATIA Board Retreat (December 2024)**

- **UAF Energy Accelerator (June 2025)**
- **Alaska Tugnuts Rendezvous (June 2025)**
- **Resource Development Council (July 2025)**
- **Alaska Power Association (September 2025)**
- **Alaska SeaGrant (April 2026)**
- Actively pursuing additional events such as the Mariculture Conference of Alaska, Heritage & Cultural Tourism Conference, and bringing back Alaska Telecom Association.

Destination Management & Visitor Economy Development

- Executing community engagement around our regenerative tourism practicum with support from a graduate student from University of Florida we recruited to help update our **Destination Strategy**, incorporating community and stakeholder input.
- Completed the **RISE (Regenerative Impact Studio Exchange)** program, bringing together experts and mentors to support the launch of eight new local businesses within a shared learning experience centered on sustainable and cultural tourism models.
- Continuing to steward the “**Visit Cordova**” brand, managing visitor communications across web, print, email, and social media. Instagram and web engagement is growing.
- Regularly answering requests for visitor info that come in via our website, email, phone, and from walk-in visitors.
- Updated visitor content and travel tools, including regenerative tourism resources and more inclusive Cordova Center planning pages, to better serve independent travelers and small groups.

Community Events Driving Economic Activity

- **Old Time 4th of July (July 4):** Despite significant funding and staffing constraints, the Chamber managed to organize this cherished community tradition with spectacular success, leveraging partnerships with the Native Village of Eyak, Parks & Rec, AML, Chugach Corp, and others. The event hosted over 500 locals and visitors, supported local vendors, and celebrated community pride.
- **Copper River Salmon Jam (July 18–19):** Our role includes marketing, communications, and operational support. The event brings hundreds of visitors to town at a key moment in summer while raising funds to support year-round art and culture experiences in town.
- **Fungus Festival (Sept 19–21)** and **Cordova Business Gala** (tentatively Nov 22) are on track and part of a year-round calendar that keeps Cordova top of mind for visitors and locals alike.
- Dates are set for the **Hometown Holiday Kickoff** and 2026 **Copper River Delta Shorebird Festival**. We are also sharing dates and promoting other local events that we support including **NVE Sobriety Celebration** and **Iceworm Festival**.
- We continue to drive traffic to the **Online Community Calendar** we manage and maintain a **one-page annual events overview** to assist residents, visitors, and businesses in planning.

Business Support, Innovation & Economic Development

The Chamber supports and uplifts Cordova's business ecosystem year-round, providing direct services, partnerships, and tools that help businesses start, grow, and adapt to changing conditions.

- **Shop Cordova First Card:** Our local digital gift card platform continues to grow, keeping dollars circulating locally. Over 25 local businesses have enrolled so far, with new tap-to-pay functionality making it more user-friendly than ever. We're working to bring in additional sponsors and incentivize bulk card purchases.
- **Business Empowerment & Events:** Programs like the **Mini Startup Sprint (June 27)**, **Business Beers (June 26)**, and the ongoing **Business Empowerment Series** support entrepreneurs and small business owners in gaining new skills and connections.
- **Co-Working & Shared Space:** Exploring a flexible-use coworking and artisan consignment retail space to support local makers, remote workers, and start-ups. An amendment to our lease to allow subletting would be necessary to move forward.
- **Equipment Rentals:** The Chamber's equipment rental program (tents, PA system, tables, and more) continues to be in high demand. Additions like reusable dinnerware and recycling bins align with our regenerative approach.
- **Blue Economy Development:**
 - Partnering with **PWSEDD** and other stakeholders to plan a "Kelp Day" event in August.
 - Sharing mariculture-related funding, job, and learning opportunities via our communications channels.
Engaged with regional efforts to support sustainable seafood, circular economy, and resilience-building sectors.
 - Interest in forming a **Blue Economy Committee** remains, though momentum has slowed—we welcome City suggestions for participants or priorities.
- **Innovation Partnerships:** Through RISE and Innovate Cordova, we are strengthening Cordova's visibility with funders and innovation agencies and helping grow our entrepreneurial identity. Planning is underway for a 2025 Innovate Cordova event in collaboration with PWSSC, NVE, CRPWSMA, CEC, CTC, NVE, the City and others.

Advocacy & Policy Engagement

- Our participation in Port Communities of Alaska providing info for cruise policy planning.
- Representing Cordova in ferry planning, aviation support (Essential Air Service), and regional workforce conversations.
- Promoted Meet & Greet with Senator Murkowski, and continuing to share opportunities for outreach with local businesses and residents on key issues.
- Hosted a **Candidate Forum** in partnership with Cordova Radio and Cordova Times that engaged hundreds of residents ahead of local elections.

Organizational Update

- Filled our vacant **part-time Program Assistant** position and improved bookkeeping systems for greater sustainability. Events Coordinator will be partially remote this year.
- Exploring creation of a **Chamber Foundation (501c3)** to expand grant eligibility and philanthropic partnerships.
- Completing policy manual, bylaws updates, and continued professional development to strengthen internal capacity.

Looking Ahead

- Hosting a **Community Forum on Destination Strategy** on July 10 at Cordova Center.
- Supporting citywide planning for potential growth in small expedition cruise traffic, aiming for a thoughtful, community-informed approach.
- Preparing for major events including **Salmon Jam** and **Fungus Festival**.
- Pursuing long-term funding strategies that leverage the Chamber's work for maximum community and City benefit. A formalized MOU or MOA between the City and the Chamber related to our tourism, destination marketing, and Visitor Center services is long overdue, and we hope to work with City Staff to draft something soon.
- Collaborating on economic development strategies aligned with the City's goals

Conclusion

Through our visitor services, destination development, business support, events, and advocacy, the Cordova Chamber of Commerce provides direct, measurable value to the City of Cordova in the form of increased tax revenues, improved business resilience, and community vitality. We look forward to continued collaboration to build an even more vibrant, sustainable future for Cordova.

With appreciation,

Cathy Renfeldt

Executive Director

Cordova Chamber of Commerce


Visitation: 2656

Last Year: 2680

- Visitors were from:
 - **Alaska:** Anchorage, Palmer, Cordova, Wasilla, Chugiak, Palmer, Juneau, Fairbanks, Valdez, Girdwood, Yakutat, Auk Bay, Delta Junction, Kodiak, Homer, Soldotna, Eagle River,
 - **United States:** WV, CA, IA, OR, WI, NC, WA, MA, MN, TN, MD, VA, AZ, UT, NV, FL, CO, SD, HI, IL, MO, NH, ID, MT, NY, MT, AR, OK, SC, IN, WY, NM, OH, KY, PA, TX, KS
 - **International:** Puerto Rico, France, Germany, England, Scotland, Australia, Poland, Mexico, Sweden, Guatemala, Czech Republic, Norway, Philippines

Copper River Gallery Events:**Apr Deryn Carter's 'Growing Season'**

Opening Reception Friday, April 4th,
5-7 PM in the Copper River Gallery







Figurative ART Show

Figurative Art: artwork that clearly depicts recognizable figures, animals, and objects from the real world.

Art will be on view
April 4-26, 2025.

Museum Hours: T-F 10-5, SAT 12-5
Questions? Contact Cordova
Museum @ 424-6665, or
paula@cordovalibrary.org

**Show Opening:**

Date: March 4th

Time: 5pm to 7pm

Attendance: 56 people

May: By Air or By Sea



by *AIR* or by **SEA**

CALL FOR ARTISTS of all mediums, ages 14+. The Cordova Museum is hosting an ART show about Birds and Fish.

Deadline for submissions is April 26th to the Cordova Museum. Show opens May 1st from 5-7 pm in the Copper River Gallery.

Exhibit remains on display until May 31, 2025. Cordova Museum, PO Box 391 CDV, AK 99574. 907.424-6665. email paula@cordovalibrary.org for questions. All pieces may be for sale, museum takes 30%.

Show Opening:

Date: May 1st

Time: 5pm to 7pm

Attendance: 191 people

Jun: Susan Ogle



CORDOVA HISTORICAL SOCIETY PRESENTS

SUSAN OGLE
RETROSPECTIVE

Exhibit will be on view June 6 – 28 in the Copper River Gallery.

Hours: T-F 10-5
SAT 12-5
907.424.6665

FRI
JUNE 06/2025
5-7 PM

Refreshments and appetizers will be served

Show Opening:

Date: June 6th

Time: 5pm to 7pm

Attendance: 198 people

Museum Accomplishments:

Tourism:

- May 15th – Hurtigruten 156- guests
- May 15th Museum and Library Tour with Rasmuson Foundation
- June 8th – Hurtigruten 196- guests
- May 26th - Uncruise Walking Tour- 24 guests
- June 12th- Marketing Association- 5 guest Museum Tour
- June 23rd- Uncruise Walking Tour- 18 guests
- Walking Tours for the Public
 - \$20 per hour tour
 - \$10- 30 min tour

Exhibits and Collections:

Jamie Foode, Museum Curator, is working with Denis Keogh, the previous Museum director, to continue the development of museum exhibits. Currently working on expanding the S.S. Princess Sophia exhibit. They are also working on developing numerous interactive exhibits throughout the museum.

In the collections, we are working on a collections inventory with the help of Mj Smith, who will return as a museum seasonal worker. This will help the museum staff develop a new collections management plan and development as well as an accession policy. This has also led us to discover objects with no associated documentation, allowing us to work through the process of identifying items in collections and navigating property laws.

Many of the items are housed in standard cardboard boxes, and we have collaborated with the Historical Society to purchase new, acid-free boxes for better long-term preservation of the collections.

Third Quarter 2025 Gallery Exhibits:

Jul: David Rosenthal Opening Jun 11th

Aug & Sept: Russian Orthodox Church Exhibit

Respectfully submitted by Ashley Bivin, Museum and Library Director

2nd Quarter 2025 Report



Qt2	Patron Visitors	Circulation	ILL Loans	Youth Program	Adult Programs	Family Programs
April	1,368	1,457	6	139	5	0
May	1,416	1,038	4	76	12	0
June	1,172	1,162	10	20	2	84
Totals	3,956	3,657	20	235	19	84
2024 Totals	4,638	3,006	73	513	56	130

Qt2	In person	Virtual Attendance	Reference Questions	Digital Reference Question	Computer Usage	Libby- AK Digital
April	144	0	95	53	306	359
May	88	0	87	49	228	476
June	106	0	117	88	228	405
Totals	338	0	299	190	534	1,240
2024 Totals	689	0	398	281	769	879

Youth Programs- Storytime, After School Art, Classroom Visit

Adult Programs- Mug Up, Silent Reading Club, Poetry, Quest Club

Family Programs- Summer Reading

Mug Up

Cristina Vican & Eowyn Gordon

Every Thursday at 1:30 pm

Paused for Summer

3 attendees

Storytime

All Staff

Every Wednesday at 12 pm-

Summer switched to Fridays at 11am

71 attendees

Silent Reading Club

Susan Roesbery & Eowyn Gordon

3rd Thursday of every month at 5:30 pm

Paused for the Summer

4 attendees

After School Art

Paula Payne

Every Friday at 1 pm

Paused for the Summer

129 attendees

Monthly Poetry Session

Eowyn Gordon

Every Last Friday of the Month at 6pm

8 attendees



Classroom Visit

Eowyn Gordon

3rd graders

35 student visitors

Quest Club

Susan Roesbery

Cancelled

3 attendees

Family Literacy Night

Eowyn Gordon + Stephanie Tschappat

18 attendees

Summer Reading Events

Ashley Bivin + Zoey

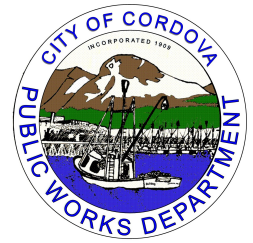
84 attendees

Summer Reading- Readers

All Staff

x readers

872 Hours



Public Works Quarterly Report, Q2 2025

Water & Sewer

- Catchment Murcheson and Orca Catchment Maintenance – Removed accumulated rocks, gravel, and debris to improve flow and prevent blockages.
- Murcheson and Meals Contact Tank Interior Maintenance – Performed sediment removal and conducted internal inspection to ensure optimal performance.
- Hydrant Replacements in the North Fill Industrial Area – Replaced two damaged fire hydrants to maintain fire protection and system integrity.
- Water Leak and Sewer Drain Repairs – Completed essential repairs at the following locations: Upper Council Avenue (water main), 404 Railroad Row (water service), Ocean Beauty Seafoods bunkhouse (sewer line), and 507 Third Street (sewer service).
- Lift Station Pump Replacements – Replaced Pump #3 at Odiak Lift Station and Pump #1 at the Ferry Dock Lift Station to restore full operational capacity.
- Operator Certification Achievements – John Sison and Zosimo Pena successfully passed the Water/Sewer Level 1 Operator Certification.

Streets

- Brush cutting to clear ditches, widen ROWs and reducing sight issues at intersections and vactoring stormdrains to improve stormwater drainage system continues
- Processing impounded cars and transferring them to landfill
- Swept streets following the end of “winter” and recovered sand that can be reused next season.
- Set up and dismantled fish pens at Flemming Spit
- Prepped harbor parking lots for fishing season
- Pot hole patching

Refuse

- Completed and submitted the 2025 landfill permit.
- Completed the spring groundwater sampling at the landfill.
- Completed the landfill survey and submitted the data to CRW for closure plan completion.
- Completed litter pick up at the landfill. It has been a few years since we had been able to do it with the weather and bears. It was much needed and looks much better.
- Added locking pins and signs to all dumpster in town. This is an on going process as people have been taking the locking pins. Alternative methods of attachment are being looked into.

Planning

- Updated forms for Building Permits, Water/Sewer Connection Permits, and ROW

- Permits. Created an easy-to-use checklist for each.
- Updated the Automobile Trailer Permit per the Code section given.
- Updated the lease agreements spreadsheet and catch times for deadlines associated.
- Opened lines of communication with the Eyak Corp Land Manager Tiffany Beedle and updated our records and ArcGIS with gaps in our information
- Worked to find locations for two new tsunami sirens and update our tsunami inundation line with the State of Alaska.
- Disposal of property - 5 leases (signed or about to be signed), 1 purchase and sale signed, 4 active land use permits, and 1 active ROW permit.
- 7. Created and implemented the new RFP scoring criteria for the Planning Commission.

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

- 2nd gravel fill on Cordova Cemetery grave sites.
- Lakeview, Cordova, & Odiak cemeteries grass and brush cut.
- Odiak cemetery sign installed.
- Cleaned floors & shampooed carpets in the Cordova Center.
- The elevator was put back in service after being offline due to a power outage.
- Cool Air Mechanical Contract finalized and Cool Air Mechanical PM serviced Bidarki, Pool & the Cordova Center.
- Changed doorknobs to FD into CPD.
- Cordova Center Staircase project contract approved and signed.
- New door frame and door installed with a programmable combination doorknob for the dog pound.
- New window installed for the WWTP Lab. The window was damaged during a windstorm.
- Repair OSHA cited items at the CPD jail (exposed cables & light fixture missing a cover).

Parks and Recreation Performance Summary: Quarter 2, 2025

Key performance indicators.

Measure Type	Service Area	Performance measure	FY24 Benchmark	Q1 FY25	Q2 FY25 (Closed May 10 th)	Q3 FY25	Q4 FY25	Total YTD	Indicator
Output	Recreation	Number of visits to Bidarki Recreation Center.	16,491	4,656	6,478			11,134	😊
Output	Pool	Number of visits to Bob Korn Memorial Swimming Pool.	11,145	4,443	949			949	😊
Outcome	Department wide	Annual Survey: Quality of Parks & Recreation facilities. % Excellent or Good.	NEW MEASURE	N/A	N/A			N/A	😐
Output	Recreation	Total number of registrations on recreation programs.	305	303	623			926	😊
Output	Pool	Total number of registrations on pool programs.	173	146	436			582	😊
Output	Pool	Total number of times lifeguard intervention was required by users of the Pool.	NEW MEASURE	0	0			0	😊

Measure Type	Service Area	Performance measure	FY24 Benchmark	Q1 FY25	Q2 FY25	Q3 FY25	Q4 FY25	Total YTD	Indicator
Output	Recreation	Total number of hours rented at Bidarki Recreation Center.	73	9	38			47	😊
Output	Pool	Total number of hours rented at Bob Korn Pool.	872.5	441	96			537	😊
Output	Odiak Camper Park	Total number of nights used.	417	0	316			316	😊
Output	Eyak Lake Skater's Cabin	Total number of nights used.	145	6	38			44	😊

Notes

72hrs School Swim Program, 24hrs Iceworm Swim Team



= on target



= in progress



= not on target

Quarter 2 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. Director Hagerthy-Schneider met with a representative from Rasmuson Foundation regarding what steps need to be taken to apply for a Legacy Grant.
- **Staffing**
We are delighted to announce that Taylor Shoemake has been hired for the Recreation Clerk position. With her strong background and passion for community of Cordova, Taylor is an excellent fit for our team. She joins the department ready to make an immediate impact.
- **Summer Programming**
Hot of the press, our *Summer Activity Guide* is full of exciting programming. It's bursting with engaging, fun-filled programming designed for all ages. We encourage everyone to sign up, drop in and take advantage of the fun things we have to offer.

Bidarki Recreation Center

- **2-on-2 Pickleball Tournament**
A lively doubles round-robin tournament where participants played competitive yet friendly matches—perfect for both skill-building and casual fun.
- **Bay to Bay in May**
A scenic, community-driven ride linking the two bays in May. Riders enjoyed rest stops, safety marshals, and the camaraderie that comes from exploring together.
- **Community Bike Ride & Picnic**
A highlight of the quarter: the community gathered for a bike ride that combined recreation with civic engagement. The participants started and finished at the Skaters' Cabin to provide valuable input on what they'd like to see in the new cabin design. Afterwards, everyone enjoyed good food and socializing—a great blend of fun and community involvement.
- **Mini Movers**
This toddler-focused parent-and-tot class continues to support early movement development through playful activities that enhance balance, coordination, and motor skills
- **Fun Fridays!**
Our Fun Fridays continued to support the early release time from school. We offer 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

- 2 individuals were certified in the American Red Cross Lifeguard course, strengthening the pool's ability to keep pool swimmers safe.
- Both the Ice worm Swim Team and School Swim program ended another successful season.
- Treasure Island Pirate 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.

Parks Maintenance

- Routine Groundskeeping
Daily mowing and trimming are conducted across all park areas—including turf, athletic fields, and high-use zones like Hollis Hendricks Park—to maintain appearance and safety.
- Daily Park Rounds
Crew members perform daily patrols to inspect play structures, courts, trails, and restroom facilities, checking for hazards such as litter, vandalism, or equipment wear. Immediate corrections or escalation measures are taken upon identifying any issues, following established preventive maintenance standards.

Quarter 2 Facility Updates

Pool maintenance update

- Leak source
We've identified the likely cause of the major leak—a failing gasket on the hydrostatic relief valve.
- Additional possible causes

Groundwater may be entering through minor pinholes in the shell, which is not uncommon and typically self-corrects when internal water pressure pushes it outward.

- Alternatively, a small leak in the vinyl liner—such as a microscopic pinhole—could also allow water into the shell area.
- Shell water. The small amount of water observed under the liner may result from one of these issues—either groundwater ingress via shell pinholes or a liner leak. Pin holes in the shell sound like they are common and generally stabilize when the pool is refilled. It is less likely to be the liner, but we can't rule it out yet.
- Liner staining
We've noticed staining on the new liner, most likely due to minerals and metals (e.g., iron, copper, manganese) present in the fill water—common in older plumbing systems. Stains often result from these metals reacting with chlorine and depositing on surfaces.
- Stain mitigation plan
We've pre-purchased and will install a carbon filter and pre-filter (as suggested by our engineers) to treat incoming fill water and reduce future staining. These systems will help remove metals before they enter the pool, protecting the liner long-term.
- Plumbing integrity
We successfully held water in the plumbing from the drain after the sump—a prior concern—confirming no leaks in that section.
- Next steps
We've contacted Chester Pools, to source the outdated gasket, ordered and received new.
- We'll run a controlled test by partially refilling the pool to assess gasket integrity without needing a full refill.

Skaters Cabin Project Update (as of July 9th, 2025)

Funds Raised: \$2,407 from 37 individual donors.

- Decommissioning Quotes: We've received two estimates so far and are awaiting a third. We anticipate that the decommissioning cost will remain below the \$25,000 threshold, so we did not issue a public RFP.
- August Goal: Our aim is to raise sufficient funds by August to begin decommissioning.
- Next Steps: Engineering Study: After the decommissioning, the next priority will be raising funds to commission engineering studies.
- Environmental Compliance: We reached out to Fish & Game to clarify requirements related to spawning season compliance for August work.

- Fundraising Outreach: Donation letters have been sent to over 100 businesses and prominent individuals across Alaska. I plan to personally follow up to discuss matching gifts or meetings.
- Grant Opportunities: I met with the Rasmussen Foundation regarding available grants. We are eligible to reapply in January (up to \$30,000), which could be directed toward the cabin project. In past years, such grant funds have supported fitness equipment purchases (e.g., treadmills).

Cost Summary Estimate

Demolish Existing Structure - \$8,656
 New Construction - \$133,270
 General Conditions, Overhead, and Profit - \$63,867
 Contingencies
 Estimator's Contingency - \$61,738
 Unique Market Risk - \$13,377
 Escalation to Summer 2024 at 7.91% per Annum (16 Months) - \$29,636
 A/E Design Fee - \$37,265
 Additional Cost to Account for:
 Inflation
 Tree Removal
 Civil Engineering
 Totaling - \$100,000

Quarter 2 Park Updates

- Odiak Camper Park: We are still booking up at Odiak for a total revenue of \$22896.41 landing at 129% compared to last year's final number. Tent sites are popular along with our option to buy fire starters and wood.
- Field of Dreams (Little League Field) Current status: Active youth baseball games are underway—great to see the field in frequent use!
- Nettie Hanson Park Fence replacement: The new fencing project is ongoing, building off the work started last year. We are in hopes to complete it soon weather depending.
- Restroom Facilities Maintenance rounds: Regular checks are underway and running smoothly.
- Tot Lot (Playground) Swings removed: The swings have been taken down for replacement. We are aware that there are many deficiencies at the playground and are working to create a maintenance schedule
- Multi-Purpose Soccer Field Gearing up for sports: Soccer games will begin soon. Preparation tasks: Confirm field markings, goals, nets, and maintenance plans are in place to support the season.

- Breakwater Trail Volunteer engagement: Staff met with a youth service group leader who volunteered to fill holes along the breakwater trail. This is set to happen this month. We will provide tools; the youth volunteers will execute the repairs and help beautify the trail.
- Hollis Hendricks Field (Grassy Field) We have received items to help areas of the field that need more fill and grass. These projects will start soon. We will be removing wood barrier around the anchor will be removed and new stone pavers will be installed to replace it.



ALASKA PERMANENT
CAPITAL MANAGEMENT

Registered Investment Adviser

Cordova Permanent Fund Investment Report

June 2025

Portfolio Overview

BEGINNING VALUE
+ ACCRUED **\$6,785,663**

TRANSFERS IN/
OUT **-\$11,072**

REALIZED GAINS/
LOSSES **\$34,665**

CHANGE IN
MARKET VALUE **\$346,055**

INTEREST INCOME **\$7,743**

DIVIDEND INCOME **\$39,154**

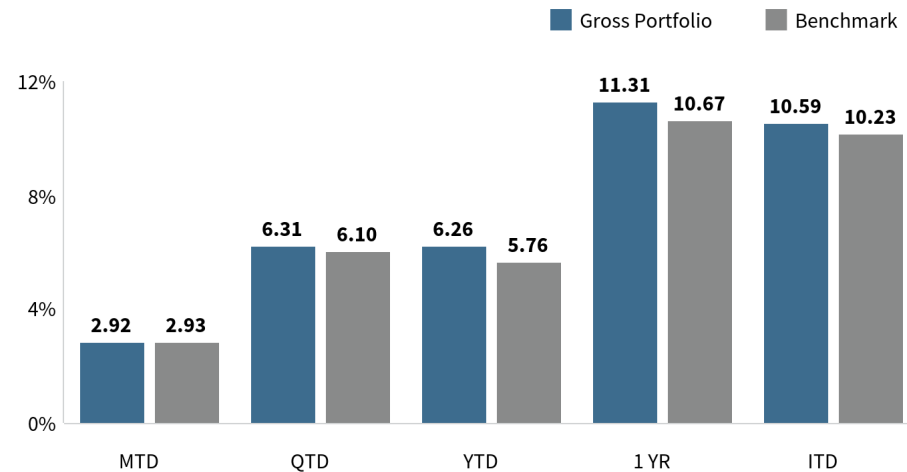
ENDING VALUE +
ACCRUED **\$7,202,209**

Portfolio Composition



- U.S. Large Cap Equity **25.6%**
- U.S. Fixed Income **13.7%**
- U.S. Mid Cap Equity **10.1%**
- Alternative Beta **9.8%**
- Developed International Equity **7.9%**
- Emerging Market Equity **5.1%**
- U.S. Small Cap Equity **5.0%**
- Infrastructure **4.9%**
- U.S. High Yield Fixed Income **4.9%**
- International Fixed Income **4.8%**
- Commodities **3.0%**
- REITs **2.9%**
- Cash **2.4%**

Investment Performance



Performance is annualized for periods greater than one year. Inception to date performance begins February 01, 2024

Past performance is not indicative of future results.

Portfolio Summary and Target

	MARKET VALUE (\$)	ASSETS (%)	TARGET (%)	RANGE
RISK CONTROL				
U.S. Fixed Income	988,080	13.7%	14%	5% to 25%
International Fixed Income	348,348	4.8%	5%	0% to 10%
Cash	172,310	2.4%	2%	0% to 10%
Risk Control Total	1,508,738	20.9%		
RISK ASSET				
U.S. High Yield Fixed Income	350,750	4.9%	5%	0% to 10%
U.S. Large Cap Equity	1,842,185	25.6%	25%	15% to 35%
U.S. Mid Cap Equity	724,334	10.1%	10%	5% to 15%
U.S. Small Cap Equity	361,835	5.0%	5%	0% to 10%
Developed International Equity	566,676	7.9%	8%	4% to 16%
Emerging Market Equity	368,746	5.1%	5%	0% to 10%
Risk Asset Total	4,214,527	58.5%		
ALTERNATIVES				
REITs	207,778	2.9%	3%	0% to 6%
Alternative Beta	704,389	9.8%	10%	0% to 15%
Infrastructure	352,515	4.9%	5%	0% to 10%
Commodities	214,263	3.0%	3%	0% to 6%
Alternatives Total	1,478,945	20.5%		
TOTAL PORTFOLIO	7,202,209	100.0%		

We urge you compare the account statement we provide with the account statement you receive from your custodian. We cannot guarantee the accuracy of this information for tax purposes. Please verify all information from trade confirmations.

Past performance is not indicative of future results.

Disclosures



S&P 500 Total Return Index

The S&P 500® Index is the Standard & Poor's Composite Index and is widely regarded as a single gauge of large cap U.S. equities. It is market cap weighted and includes 500 leading companies, capturing approximately 80% coverage of available market capitalization.

S&P MidCap 400 Total Return Index

The S&P MidCap 400 Index, more commonly known as the S&P 400, is a stock market index from S&P Dow Jones Indices. The index serves as a barometer for the U.S. mid-cap equities sector and is the most widely followed mid-cap index.

S&P Small Cap 600 Total Return Index

The S&P SmallCap 600® seeks to measure the small-cap segment of the U.S. equity market. The index is designed to track companies that meet specific inclusion criteria to ensure that they are liquid and financially viable.

MSCI EAFE Net Total Return USD Index

The MSCI EAFE Index (Europe, Australasia, Far East) is a free float-adjusted market capitalization-weighted index that is designed to measure the equity market performance of developed markets, excluding the United States and Canada. The MSCI EAFE Index consists of the following 21 developed market countries: Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland and the United Kingdom.

MSCI Emerging Net Total Return USD Index

The MSCI Emerging Markets Index is a free float-adjusted market capitalization-weighted index that is designed to measure equity market performance of emerging markets. The MSCI Emerging Markets Index consists of the following 26 emerging market country indices: Argentina, Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Russia, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

STOXX Global Broad Infrastructure Index Net Return USD

The STOXX Global Broad Infrastructure Index is derived from the STOXX. Developed and Emerging Markets Total Market Index (TMI) and offers a diversified representation of companies that generate more than 50% of their revenue from selected infrastructure sectors. STOXX partnered with Revere Data, which defines 17 subsectors for the infrastructure industry. These 17 subsectors are rolled into five supersectors - Communications, Energy, Government Outsourcing/Social, Transportation and Utilities.

S&P USA REIT USD Total Return Index

The S&P United States REIT Index defines and measures the investable universe of publicly traded real estate investment trusts domiciled in the United States.

Bloomberg Commodity Index Total Return

The Bloomberg Commodity Index provides broad-based exposure to commodities, and no single commodity or commodity sector dominates the index. Rather than being driven by micro-economic events affecting one commodity market or sector, the diversified commodity exposure of the index potentially reduces volatility in comparison with non-diversified commodity investments.

Wilshire Liquid Alternative Total Return Index

The Wilshire Liquid Alternative IndexSM measures the collective performance of the five Wilshire Liquid Alternative strategies that make up the Wilshire Liquid Alternative Universe. Created in 2014, with a set of time series of data beginning on December 31, 1999, the Wilshire Liquid Alternative Index (WLIQA) is designed to provide a broad measure of the liquid alternative market by combining the performance of the Wilshire Liquid Alternative Equity Hedge Index (WLIQAEH), Wilshire Liquid Alternative Global Macro Index (WLIQAGM), Wilshire Liquid Alternative Relative Value Index (WLIQARV), Wilshire Liquid Alternative Multi-Strategy Index (WLIQAMS), and Wilshire Liquid Alternative Event Driven Index (WLIQAED).

Bloomberg US Agg Total Return Value Unhedged USD

The Bloomberg U.S. Aggregate Index measures the performance of investment grade, U.S. dollar-denominated, fixed-rate taxable bond market, including Treasuries, government-related and corporate securities, MBS (agency fixed-rate and hybrid ARM pass-throughs), ABS, and CMBS. It rolls up into other flagship indices, such as the multi-currency Global Aggregate Index and the U.S. Universal Index, which includes high yield and emerging markets debt.

Bloomberg VLI: High Yield Total Return Index Value Unhedged USD

The Bloomberg VLI: High Yield Total Return Index is a component of the US Corp High Yield Index that is designed to track a more liquid component of the USD-denominated, high yield, fixed-rate corporate bond market.

Bloomberg GLA xUSD Float Adj RIC Capped Index TR Index Value Hedged USD

The Bloomberg Barclays Global Aggregate ex-USD Float-Adjusted RIC Capped Index is a customized subset of the Global Aggregate Index that meets the same diversification guidelines that a fund must pass to qualify as a regulated investment company (RIC). This multi-currency benchmark includes fixed-rate treasury, government-related, corporate and securitized bonds from developed and emerging markets issuers while excluding USD denominated debt. The Global Aggregate ex-USD Float Adjusted RIC Capped Index is largely comprised of two major regional aggregate components: the Pan-European Aggregate and the Asian-Pacific Aggregate Index.

FTSE 3 Month Treas Bill Local Currency

The FTSE 3 Month US T Bill Index Series is intended to track the daily performance of 3 month US Treasury bills. The indices are designed to operate as a reference rate for a series of funds.

Disclosures



Bloomberg Muni 1-15 Year Blend (1-17) Total Return Index Value

The Bloomberg Municipal 1-15 Year Index measures the performance of USD-denominated long-term, tax-exempt bond market with maturities of 1-15 years, including state and local general obligation bonds, revenue bonds, insured bonds, and prerefunded bonds.

Bloomberg Intermediate US Govt/Credit TR Index Value Unhedged

The Bloomberg U.S. Government Intermediate Index measures the performance of the U.S. Treasury and U.S. agency debentures with maturities of 1-10 years. It is a component of the U.S. Government/Credit Index and the U.S. Aggregate Index.

Bloomberg 1-5 Yr Gov/Credit Total Return Index Value Unhedge

The Bloomberg US 1-5 year Government/Credit Float-Adjusted Bond Index is a float-adjusted version of the US 1-5 year Government/Credit Index, which tracks the market for investment grade, US dollar-denominated, fixed-rate treasuries, government-related and corporate securities.

FTSE High Dividend Yield Total Return Index

The FTSE High Dividend Yield Index is designed to represent the performance of companies with relatively high forecast dividend yields

WisdomTree U.S. MidCap Dividend Index Total Return

The WisdomTree U.S. MidCap Dividend Index is a fundamentally weighted index that measures the performance of the mid-capitalization segment of the US dividend-paying market. The Index is comprised of the companies that compose the top 75% of the market capitalization of the WisdomTree U.S. Dividend Index after the 300 largest companies have been removed. The index is dividend weighted annually to reflect the proportionate share of the aggregate cash dividends each component company is projected to pay in the coming year, based on the most recently declared dividend per share.

WisdomTree U.S. SmallCap Dividend Index Total Return

The WisdomTree U.S. SmallCap Dividend Index is a fundamentally weighted index measuring the performance of the small-capitalization segment of the US dividend-paying market. The Index is comprised of the companies that compose the bottom 25% of the market capitalization of the WisdomTree U.S. Dividend Index after the 300 largest companies have been removed. The index is dividend weighted annually to reflect the proportionate share of the aggregate cash dividends each component company is projected to pay in the coming year, based on the most recently declared dividend per share.

Bloomberg U.S. Long Government/Credit Unhedged USD

The Bloomberg U.S. Government Credit Long Index measures the performance of the non-securitized component of the U.S. Aggregate Index with maturities of 10 years and greater, including Treasuries, government-related issues, and corporates. It is a subset of the U.S. Aggregate Index.

Bloomberg Intermediate US Govt/Credit TR Index Value Unhedged

The Bloomberg U.S. Government Credit Intermediate Index measures the performance of the non-securitized component of the U.S. Aggregate Index with maturities of 1-10 years, including Treasuries, government-related issues, and corporates. It is a subset of the U.S. Aggregate Index.

Bloomberg Municipal Bond 5 Year (4-6) Total Return Index Unhedged USD

An index designed to measure the performance of tax-exempt U.S. investment grade municipal bonds with remaining maturities between four and six years. Index returns assume reinvestment of distributions, but do not reflect any applicable sales charges or management fees.

MSCI ACWI IMI Net Total Return USD Index

The MSCI ACWI Investable Market Index (IMI) captures large, mid and small cap representation across 23 Developed Markets (DM) and 24 Emerging Markets (EM) countries. The MSCI AXWI IMI includes the following 23 developed market countries : Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom, and United States. The MSCI AXWI IMI includes the following 24 emerging market countries: : Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Bloomberg 1-3 Yr Gov Total Return Index Value Unhedged USD

The Bloomberg U.S. Government/Credit 1-3 Year Index is an unmanaged index considered representative of performance of short-term U.S. corporate bonds and U.S. government bonds with maturities from one to three years.

Bloomberg 1-5 Yr Gov TR Index

Bloomberg Barclays Municipal 1-5 Yr TR USD includes all medium and larger issues of U.S. government, investment-grade corporate, and investment-grade international dollar-denominated bonds that have maturities of between 1 and 5 years and are publicly issued.

ICE BofA US 3-Month Treasury Bill Index

The ICE BofA 3 Month U.S. Treasury Index measures the performance of a single issue of outstanding treasury bill which matures closest to, but not beyond, three months from the rebalancing date. The issue is purchased at the beginning of the month and held for a full month; at the end of the month that issue is sold and rolled into a newly selected issue.

Bloomberg US Treasury TIPS 0-5 Years Total Return Index Unhedged USD

Bloomberg US Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index is a market value-weighted index that measures the performance of inflation-protected securities issued by the US Treasury that have a remaining average life between 0 and 5 years.

Bloomberg U.S. Treasury Bellwethers: 1 Yr

The Bloomberg U.S. Treasury Bellwethers 1 Yr. Index is an unmanaged index representing the on-the-run (most recently auctioned) U.S. Treasury bond with 1 years' maturity.



Client Relationship Manager

Blake Phillips, CFA®

blake@apcm.net

Portfolio Manager

Brandy Niclai, CFA®

Chartered Financial Analyst® (CFA®) are licensed by the CFA® Institute to use the CFA® mark. CFA® certification requirements: Hold a bachelor's degree from an accredited institution or have equivalent education or work experience, successful completion of all three exam levels of the CFA® Program, have 48 months of acceptable professional work experience in the investment decision-making process, fulfill society requirements, which vary by society. Unless you are upgrading from affiliate membership, all societies require two sponsor statements as part of each application; these are submitted online by your sponsors.



Cordova Volunteer Fire Department

Quarterly Report

Reporting Period: Q2 2025

Prepared by:
Stephen Phillips
Fire Chief, Cordova Volunteer Fire Department

Date: July 1, 2025

Executive Summary

This quarterly report outlines the activities, accomplishments, and challenges of the Cordova Volunteer Fire Department for Q2, 2025. The department responded to 63 calls for service, maintained operational readiness, engaged in significant community outreach, and completed essential training and maintenance. We continue to make progress on strategic goals while navigating challenges related to staffing, resource allocation, and infrastructure maintenance.

Call Volume and Incident Statistics

Category	Total	Change From Previous
Fire Service	9	+12.5%
Emergency Medical Service	49	+4.26%
Total Calls for Service	58	+5.45%

Major Incidents

- 06/20/2025 – Single Vehicle MVA – 1 Fatality
- 06/11/2025 – Search and Rescue – 1 Fatality
- 06/06/2025 – Search and Rescue – Subject found
- 06/06/2025 – Cardiac Arrest – 1 Fatality

Training and Personnel Development

- Training Hours:
 - o Completed ~39 hours of training per volunteer.
 - o Culminated in an ~780 total hours of volunteer training.
- Recruits:
 - o 3 new volunteer members were voted into membership.
- Promotions:
 - o Jacob Hand – Lieutenant of Rescue Company.
 - o Kyle Wheeler – Lieutenant of Engine Company.
 - o Cody Handley – Engineer of Engine Company.
- Certifications:
 - o None were established in quarter 2, 2025.

Equipment

- Apparatus
 - Harbor 10 – Fuel leak - Repaired
 - Rescue 1 – Battery failure – Repaired
 - Engine 3 – Suction failure – Re-tested and passed
 - Tanker 9 – Suction failure – Re-tested and passed
- Fire Equipment
 - Air pack flow testing was completed on 29 packs
 - 1 Pack failed and was removed from service
 - Mako Air filling station was serviced
- EMS Equipment
 - Auto Loader was installed in Medic 7
- Special Operations Equipment
 - Water Rescue suit sent to the Manufacturer for repair – Pending return

Community Engagement

- Public Engagement:
 - CPR classes were held for three businesses in the community.
- Inspections:
 - No inspections carried out.
- Fundraising Events:
 - The annual CVFD Car Wash was postponed to July 5th.

Challenges and Concerns

- Apparatus Age Per NFPA 1901
 - NFPA 1901 recommends that all front-line service apparatus be 0-15 years of age and well-maintained. Our newest apparatus was bought in 2004. We're currently looking into options for grants and other federal funding sources.
- Volunteer staffing is steady, but certifications are lacking
 - We're unable to fill the schedule with experienced EMTs adequately. Fire operations are reduced to defensive tactics only. A Fire Fighter 1 certification class is scheduled for October 2025, and ETT and EMT certification classes are scheduled for January 2026.
- Airpack age and compatibility
 - The SCBA Airpacks that are currently in service total at 28 packs. 8 of those packs are new generation 4.5 Scott Packs, while 20 are older 3.5 Scott Packs. The two styles are not interchangeable. We've addressed this issue with an SOG as a temporary solution. We're currently looking into solutions for replacing the 20 older packs.

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

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

What gets published in Council packets as Correspondence?

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

What does not get published in Council packets as Correspondence?

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

More information about items not subject to publication:

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

Suggestions concerning correspondence:

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



United States Department of the Interior

U.S. FISH AND WILDLIFE SERVICE
1011 East Tudor Road
Anchorage, Alaska 99503



In Reply Refer to:
FWS/R7/AFES/MMM

June 24, 2025

Mr. David Allison,
Mayor
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Honorable Mr. Allison:

The U.S. Fish and Wildlife Service (FWS) has published in the *Federal Register* (90 FR 26486, June 23, 2025) proposed Incidental Take Regulations (ITR) under the Marine Mammal Protection Act of 1972 (MMPA). If finalized, these ITRs would authorize the incidental take of small numbers of northern sea otters (*Enhydra lutris kenyoni*) from the Southcentral Alaska, Southeast Alaska, and Southwest Alaska stocks. We are seeking public comment on these proposed ITRs for a 30-day period ending on July 23, 2025. We have also drafted a National Environmental Policy Act Environmental Assessment (EA) that analyzes the effects on the human environment of issuing these ITRs. The FWS is interested in any comments you may have on these proposed ITRs or the draft EA.

Under the MMPA, otherwise prohibited incidental taking by harassment of small numbers of marine mammals may be authorized by the FWS for a period of up to five years, provided certain findings are made. We received a request from the U.S. Coast Guard (USCG) for such an authorization, associated with their pile driving and marine construction activities at the USCG Moorings Seward, the USCG Moorings Sitka, and the USCG Base Kodiak. If finalized, the ITRs would authorize incidental harassment, including disturbance, to northern sea otters that could result from the USCG's activities. However, no lethal take would be authorized under the proposed ITRs.

The FWS's proposed ITRs were developed and based on our determinations that take from the activities will affect a small number of northern sea otters, will have a negligible impact on the Southcentral Alaska, Southeast Alaska, and Southwest Alaska stocks of northern sea otters, and will not have an unmitigable adverse impact on the availability of northern sea otters for subsistence uses. In writing these proposed ITRs, we also identified mitigation measures that the USCG will be required to implement to ensure their work will have the least practicable adverse impact on northern sea otters and their habitat.

The proposed ITRs, including our analysis of effects, draft EA, and the supporting documents provided by the applicant are now available for public review and comment. To view these

documents or to provide the FWS with comment, visit www.regulations.gov and search for docket number: *FWS-R7-ES-2024-0195*. The FWS will accept comments on this proposed authorization until July 23, 2025.

We will review all comments prior to making a final determination. Should you have questions, please contact Regulatory Program Lead for Marine Mammals Management, Dr. Stephanie Burgess, via email at r7mmmregulatory@fws.gov or by phone at 1-800-362-5148.

Sincerely,

ALICE
GARRETT

Digitally signed by
ALICE GARRETT
Date: 2025.06.24
10:29:55 -08'00'

Project Leader,
Marine Mammals Management

Responding to your message

From Senator Dan Sullivan <Senator@sullivan.senate.gov>

Date Wed 2025-07-02 6:29 AM

To Susan Bourgeois <cityclerk@cityofcordova.net>

DAN SULLIVAN
ALASKA

SUITE 706
HART SENATE OFFICE BUILDING
WASHINGTON, DC 20510

United States Senate

COMMITTEES

ARMED SERVICES
COMMERCE, SCIENCE, AND
TRANSPORTATION
ENVIRONMENT AND
PUBLIC WORKS
VETERANS' AFFAIRS

Dear Mrs. Bourgeois,

Thank you for contacting me regarding aviation safety. I appreciate your thoughts on this issue and welcome the opportunity to respond.

In February 2020, the National Transportation Safety Board (NTSB) issued a report pointing to a recent 10-year period where the total accident rate in Alaska was 2.35 times higher than the rest of the United States. During the same period, the fatal accident rate in Alaska was 1.34 times higher. One critical aspect of safety, as referenced in the 2020 report, is access to reliable weather data. Numerous communities in Alaska have no weather data available due to lack of infrastructure, telecommunications connectivity, and poor maintenance. My team and I got to work with the FAA to launch the FAA Alaska Aviation Safety Initiative (now renamed the Don Young Alaska Aviation Safety Initiative), an effort to identify safety improvements and investments needed for the Alaska region. As part of last year's FAA Reauthorization bill, I included provisions to establish the Alaska Aviation Safety Initiative as an annual requirement, with a goal of reducing the rate of fatal aircraft accidents by 90% through 2033, and to require FAA to improve maintenance of weather equipment, among other provisions. The legislation also requires an accompanying audit by the U.S. Government Accountability Office (GAO) to determine the effectiveness of the initiative in improving service and infrastructure in Alaska.

On January 29, 2025, a U.S. Army helicopter and an American Airlines passenger plane collided near Ronald Reagan Washington National Airport (DCA). This horrific crash claimed the lives of all 67 people aboard both aircraft. Our hearts go out to the families and friends of those lost during this tragic accident. The National Transportation Safety Board (NTSB) investigation into this collision provided urgent recommendations to the Federal Aviation Administration (FAA) to improve safety around DCA. The NTSB's preliminary report is an early step in what will be a lengthy investigation. On March 14, 2024, the FAA published a list of changes in line with the NTSB's recommendations.

In the wake of the American Airlines disaster, the Secretary of Transportation Sean Duffy initiated an effort to undergo a national review of congested national airspace for areas with a mix between commercial and military flights. As part of this review, I raised the need to assess the Anchorage airspace to ensure the safety of operations around the Anchorage International Airport, JBER, Lake Hood and Merrill Field. This safety review is underway.

On February 6, 2025, a small commuter plane crashed while flying over Norton Sound from Unalakleet to Nome. This horrific crash claimed the lives of all 10 people on board. Once again, our hearts go out to the families and friends of those lost during this tragic accident. I have stayed in close contact with the NTSB Chairwoman, Jennifer Homendy throughout her visit to Alaska after the accident and to stay apprised on the findings of this preliminary report.

In response to this tragedy, I organized a press conference with the new Secretary of Transportation, the Chair of the NTSB, and the current head of the FAA, and the other members of the delegation to focus on the aviation safety needs of our state, which you can view [here](#). Secretary Duffy reiterated his commitment to the Alaska Aviation Safety Initiative. As a member of the Senate Commerce, Science, and Transportation Committee, which oversees the FAA and NTSB, my top priority is ensuring Alaska's aviation industry remains safe, effective, and responsive to the needs of the people

On November 18, 2024, then President-elect Trump nominated Sean Duffy to serve as Secretary of Transportation. Before his confirmation, I had a productive meeting with Mr. Duffy to discuss key priorities for Alaska, including securing funding for critical infrastructure improvements, advancing the Alaska Aviation Safety Initiative, improving rural community air service, and the shortage in air traffic controllers. In the FAA Reauthorization bill, I worked to provide increased resources to the FAA and directed maximum controller hiring, and Mr. Duffy committed to this objective.

I have spoken to the Secretary of Transportation Sean Duffy often and he has assured me that we have a shared focus on enhancing aviation safety in Alaska. In fact, the Secretary called me at the end of February to inform me that he is directing the FAA to begin testing the use of Starlink satellites in Alaska to help fix the telecommunications connections at some of our weather infrastructure sites, particularly in the more remote parts of our state.

I celebrated the announcement that Starlink will be tested for connecting our remote weather installations, as this was an effort I worked on in the 2024 FAA reauthorization bill requiring the FAA to fix telecommunications connections to address those needs. On March 5, 2025, the FAA released a public statement regarding its ongoing testing of multiple communication technologies to ensure safety in our nation's airspace, including at non-safety critical sites in Alaska.

On February 27, 2025, Secretary Duffy announced a new initiative to accelerate the hiring of air traffic controllers at the FAA Academy. This plan will enhance aviation safety by attracting top-tier candidates, increasing starting salaries by 30%, and streamlining the hiring process for greater efficiency. I am confident this initiative will have a positive impact on aviation safety nationwide.

On April 9, 2025, the FAA [announced](#) a \$25 million investment in Alaska aviation safety, a result of a [provision](#) I authored in the FAA Reauthorization Act of 2024 authorizing \$25

million annually for FAA Alaska Aviation Safety Initiative (FAASI) from FY 2025 through 2028. The FAA also announced it will be expanding the FAA's use of satellites in Alaska, growing from four testing sites to 16—to help support connectivity at weather monitoring sites, particularly in the more remote parts of the state. Alaska has long had issues with reliable weather information for the aviation community. The 2024 reauthorization, of which I was an author, required the FAA to fix telecommunications connections to address those needs.

On May 8, 2025, Secretary Duffy [announced](#) plans by the FAA to build 174 new weather observation stations in Alaska. This extraordinary investment in critical infrastructure will enhance aviation safety across the state. These stations will also help strengthen supply chains in rural communities by ensuring pilots have the data they need to make informed decisions about delivering medicine, food, and other vital supplies. This announcement also included major investments in our air traffic control system, including the construction of six new air traffic control centers—the first since the 1960s—replacement of 618 outdated radars, modernization of technology at more than 4,600 sites, and the replacement of 25,000 radios and 475 voice switches. I applaud Secretary Duffy's dedication to improving aviation safety in Alaska.

I am committed to working on the most pressing issues and will continue to work with Senators on both sides of the aisle and the Trump Administration to find positive solutions that strengthen our state, its economy, and job creation to ensure prosperity for future generations.

Thank you again for contacting me on this issue. If you have any more questions or concerns, please feel free to contact me or my staff. My office can be reached at 202-224-3004 or online at www.sullivan.senate.gov.

Sincerely,



Dan Sullivan
United States Senator





THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and Public Facilities

ALASKA MARINE HIGHWAY SYSTEM
Office of the Marine Director

7037 North Tongass Highway
Ketchikan, Alaska 99901-9101
Main: 907.228.7250
Fax: 907.228.6873

July 8, 2025

Dear Community Leaders and AMHS Stakeholders,

The Alaska Marine Highway System (AMHS) is initiating the public review process for the upcoming Winter 2025/2026 operating schedule, which covers October 1, 2025, through April 30, 2026.

The proposed schedule reflects Fiscal Year 2026 (FY26) funding levels. Our planning prioritizes community service needs while ensuring alignment with available resources and strict compliance with safety and regulatory requirements.

We encourage your review and input on the proposed schedule and vessel deployment. Your feedback is essential to shaping a service plan that meets community needs. You can find the schedule online at:

https://dot.alaska.gov/amhs/doc/winter_considerations_2025-2026.pdf

If your community is planning a special event during this period that may require schedule adjustments, please include the event name, dates, location, and any specific transportation needs in your response.

Please submit your written comments by **July 22, 2025**, via:

- Email: dot.amhs.comments@alaska.gov
- Fax: 907-228-6873

To gather additional feedback and consider potential schedule refinements, a public teleconference will be held on **July 22, 2025**. The meeting will take place at the AMHS Ketchikan Central Office (7037 North Tongass Highway) for those wishing to attend in person.

- **10:30 a.m.** for Southeast schedules
- **11:30 a.m.** for Southwest and Southcentral schedules

The State of Alaska Department of Transportation & Public Facilities (DOT & PF) complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to comment should contact Captain Tony Karvelas at (907) 228-7252 or email at anthony.karvelas@alaska.gov no later than **July 22, 2025** to make any necessary arrangements. We appreciate your continued engagement and look forward to your input.

Sincerely,

Craig Tornga
Marine Director, Alaska Marine Highway System

ENCLOSURES:

Draft Winter 2025-2026 Operating Plan
Winter 2025-2026 Vessel Deployment Plan
Weekly Vessel Pattern Graphs
Calendars of Events

ALASKA MARINE HIGHWAY SYSTEM

To attend by phone or by video conference

Topic: AMHS Winter Schedule 2025-2026 Public Meeting for Southeast AK

When: July 22, 2025, at 10:30 AM Alaska time

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86470124816>

By phone: (253) 215-8782

Webinar ID: 864 7012 4816

Topic: AMHS Winter Schedule 2025-2026 Public Meeting for Southwest AK and PWS

When: July 22, 2025, at 11:30 AM Alaska time

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81145032264>

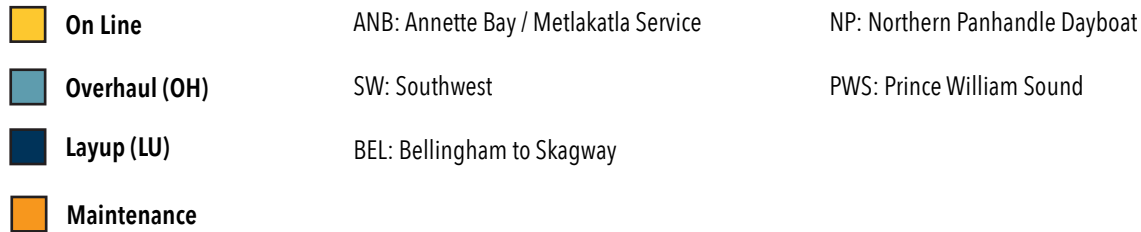
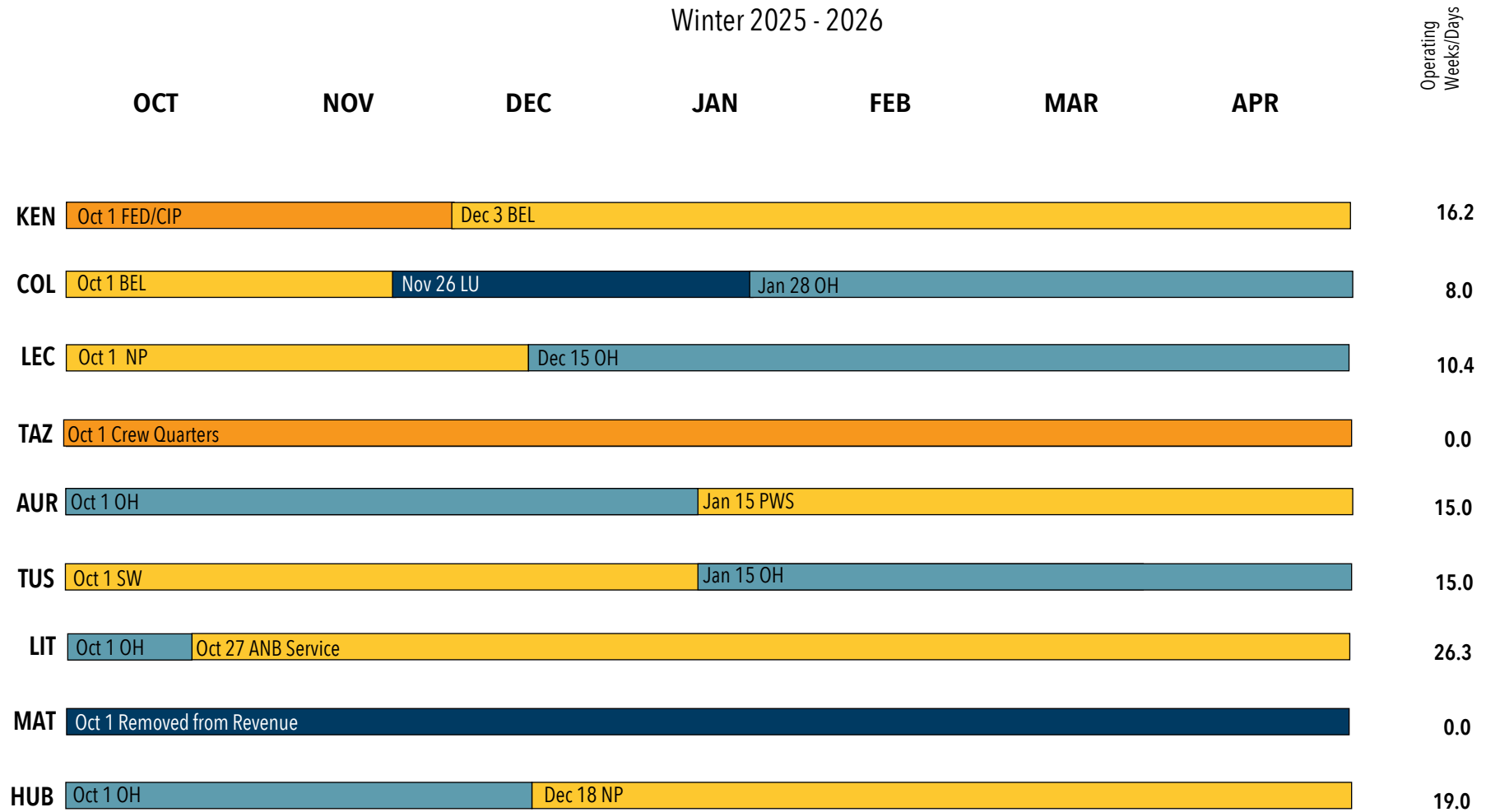
By phone: (253) 215-8782

Webinar ID: 811 4503 2264

It is the policy of the Department of Transportation & Public Facilities (DOT & PF) that no person shall be excluded from participation in or be denied benefits of any and all programs or activities we provide based on race, religion, color, gender, age, marital status, ability, or national origin, regardless of the funding source including Federal Transit Administration, Federal Aviation Administration, Federal Highway Administration and State of Alaska Funds.



Operating Plan Winter 2025 - 2026



Total Operating Weeks/Days 110.2

Note: Dates represent the first day of the period. Overhaul and refurbishment periods include vessel travel time.

ALASKA MARINE HIGHWAY SYSTEM

Winter 2025–2026 – Proposed Vessel Deployment

◆ M/V Kennicott	December 3 - April 30
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- ✦ Friday Bellingham route
- ✦ Federal CIP Project and Overhaul October 1 through December 2

◆ M/V Columbia	October 1 - November 25
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- ✦ Friday Bellingham route
- ✦ Layup and Overhaul November 26 through April 30

◆ M/V LeConte	October 1 - December 15
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- ✦ Northern Panhandle
- ✦ Overhaul December 15 through April 30

◆ M/V Tazlina	Maintenance
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- ✦ Begins Federal/CIP project in October

◆ M/V Aurora	January 15 - April 30
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- ✦ Prince William Sound
- ✦ Overhaul October 1 through January 14

◆ M/V Tustumena	October 1 - January 15
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- ✦ Southwest Route
- ✦ Overhaul January 15 through April 30

◆ M/V Lituya	October 27 - April 30
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- ✦ Overhaul October 1 through October 26
- ✦ 5-Days/Week Annette Bay – Ketchikan

◆ M/V Matanuska	Maintenance
------------------------	--------------------

- ✦ Removed from Revenue
- ✦ Being used as a hotel ship in Ketchikan

◆ M/V Hubbard	December 18 - April 30
----------------------	-------------------------------

- ✦ Northern Panhandle
- ✦ Overhaul October 1 through December 17

◆ ALASKA MARINE HIGHWAY SYSTEM

AMHS Community and Ship Three Letter Codes

rev 09-10-24

COMMUNITIES

ANB = Annette Bay
AKU = Akutan
ANG = Angoon
BEL = Bellingham, WA
CBY = Cold Bay
CDV = Cordova
CHB = Chenega Bay
CHG = Chignik
FPS = False Pass
GUS = Gustavus
HNS = Haines
HNH = Hoonah
HOM = Homer
JNU = Juneau (Auke Bay)
KAE = Kake
KCV = King Cove
KOD = Kodiak
KTN = Ketchikan
OLD = Old Harbor
ORI = Port Lions
OUZ = Ouzinkie
PEL = Pelican
PSG = Petersburg
SDP = Sand Point
SDV = Seldovia
SGY = Skagway
SIT = Sitka
TAT = Tatitlek
TKE = Tenakee
UNA = Unalaska/Dutch Harbor
VDZ = Valdez
WRG = Wrangell
WTR = Whittier
YAK = Yakutat
YPR = Prince Rupert, BC

SHIPS

AUR = Aurora
COL = Columbia
HUB = Hubbard
KEN = Kennicott
LEC = LeConte
LIT = Lituya
MAT = Matanuska
TAZ = Tazlina
TUS = Tustumena



◆ ALASKA MARINE HIGHWAY SYSTEM

Guide to Reading and Using AMHS Scheduling Graphs

rev 09-10-24

(Or Spider Graphs as they are affectionately known) The AMHS scheduling graphs convey a massive amount of information on a single page, and they can be confusing to understand and interpret. The following explanations and suggestions may help.

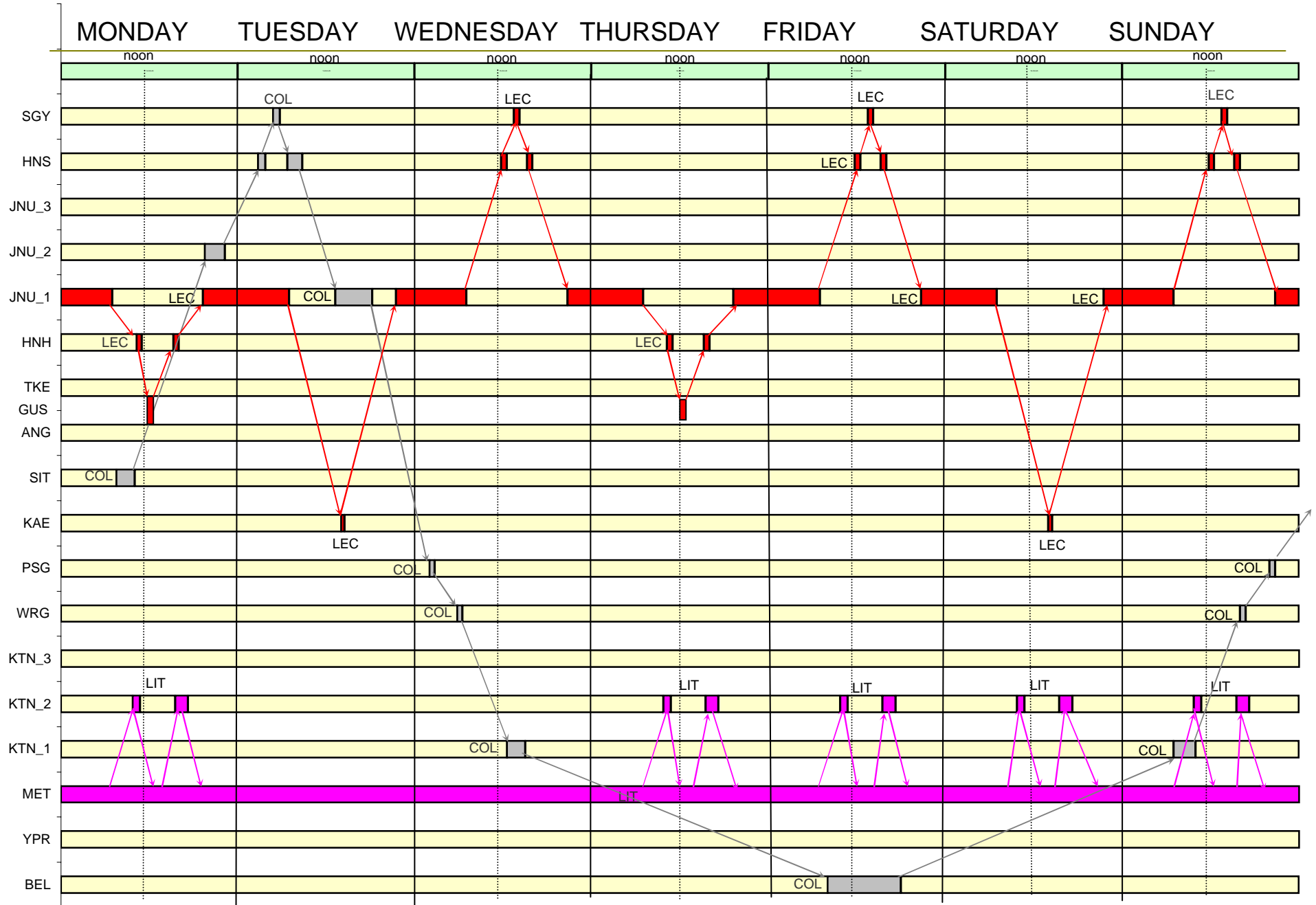
1. The title of the graph defines the geographic area depicted by the chart and the time period to which it applies. When “Wk 1 & 3” or “Wk 2 & 4” appear, it implies that the schedule alternates every other week of the month (i.e. that the schedule is not the same every week). Essentially, a week 1 schedule would be followed by week 2, then back to week 3 (which is the same as week 1) and so on to round out the 4 weeks of a month.
2. The days of the week and times of the day are spread across the top axis of the chart. Midnight to midnight is shown for each day with only noon shown on the graph for reference and to declutter it.
3. The various ports are shown on the left side axis of the chart using their three letter AMHS code. A key to decipher port and ship codes is on page 2 of this guide. Ports with only one dock or ship berth are shown on a single line. Ports with multiple docks have a line for each dock (e.g. JNU 1, JNU 2, JNU3). They are generally arranged in geographic order, such as Skagway at the top (north) and Bellingham at the bottom (south).
4. Each ship is shown in a different color, and has the ship’s three letter identifier listed beside it throughout the chart for reference. A solid bar of a particular ship’s color in a specific port’s row on the chart indicates the time for that ship to be in that port. By reference to the top axis, you can determine the approximate times of those in port periods.
5. Thin lines of a ship’s color between ports indicate transit time for that particular ship between the two ports at either end of the line.
6. Thin lines that “run off the right edge of the chart” are continued, either on the left edge of the same chart (if running on a weekly scheduling cycle) or on the left edge of the alternating Wk 1&3, Wk 2&4 chart (if running on a two-week scheduling cycle).
7. Ships that transition between geographic areas. Suggestions for use:
 - ◆ To see what a particular ship does, just follow that ship’s colored line as it zigzags across the chart to determine what ports it visits and on what days and at what approximate times.
 - ◆ To see what service a particular community receives, just follow that community’s horizontal row across the chart to see what ships stop in that community and on which days of the week and times of the day that happens. You can also determine, by looking at that ship’s thin transit lines, where a ship serving your community is coming from and where it is going to next.

DRAFT

Winter 2025-26 SE OCT-NOV Wk 1 & 3

DRAFT

Revised 06-12-2025

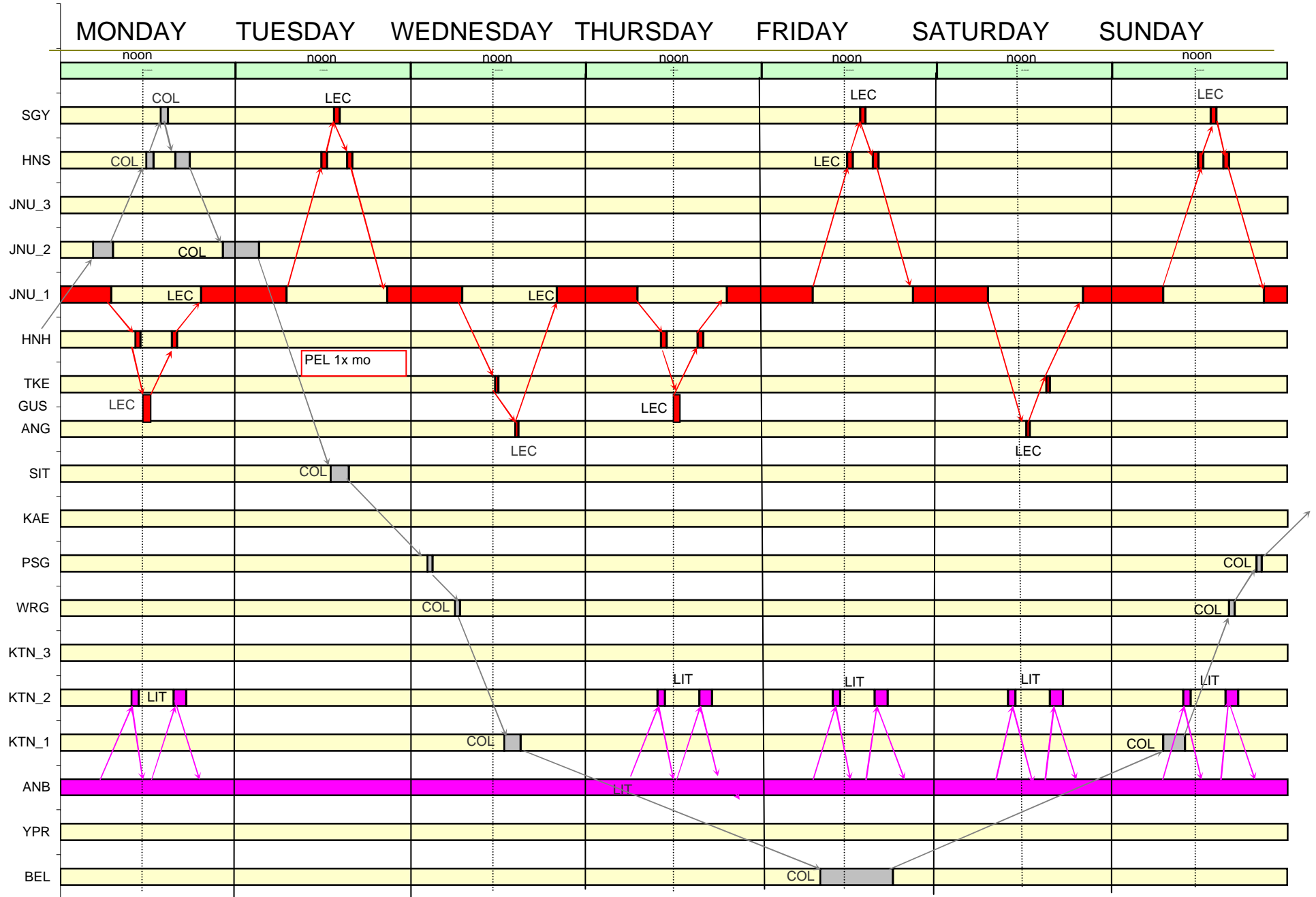


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Winter 2025-26 SE OCT-NOV Wk 2 & 4

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Revised 06-13-2025

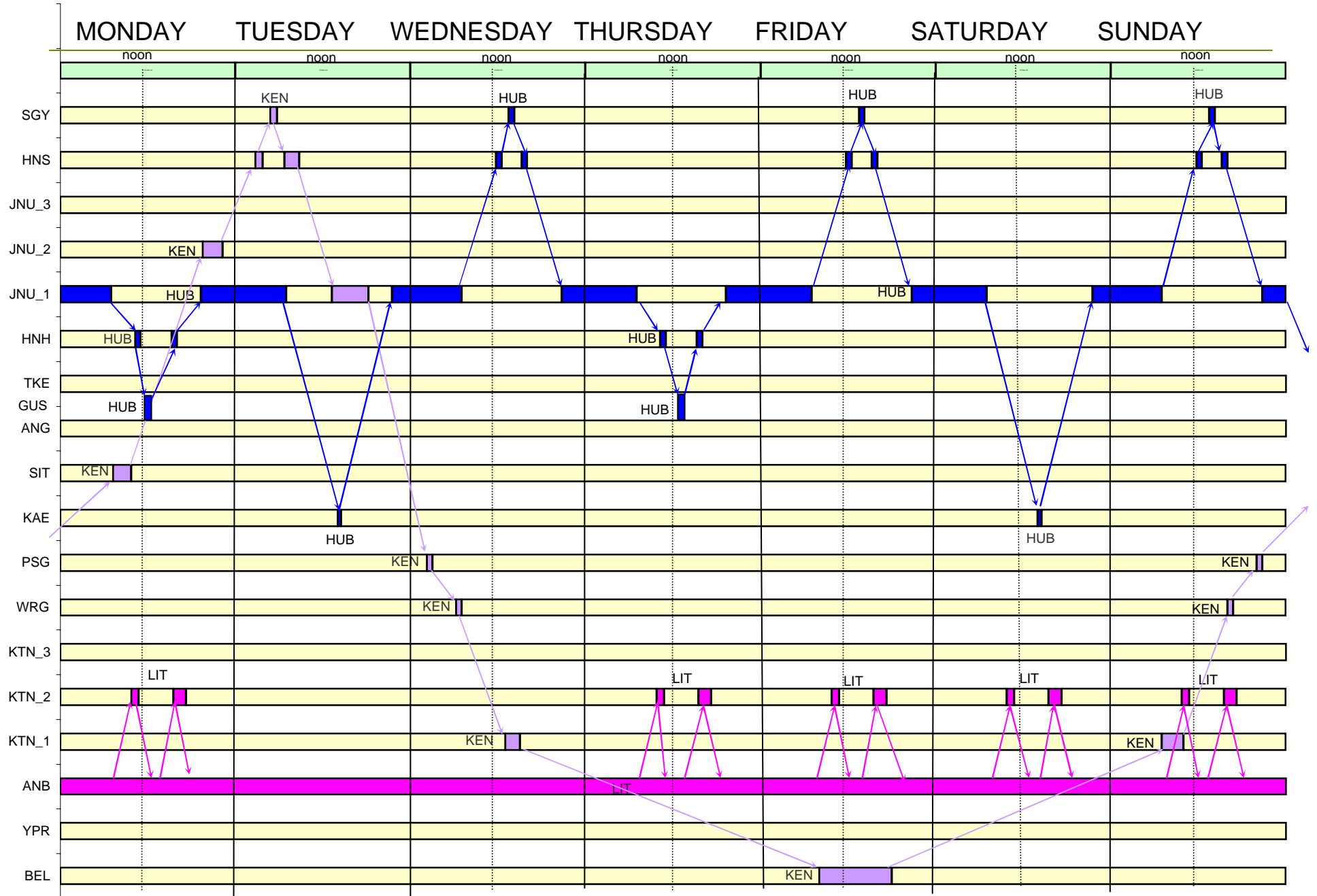


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Winter 2025-26 SE DEC-APR Wk 1 & 3

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Revised 06-13-2025

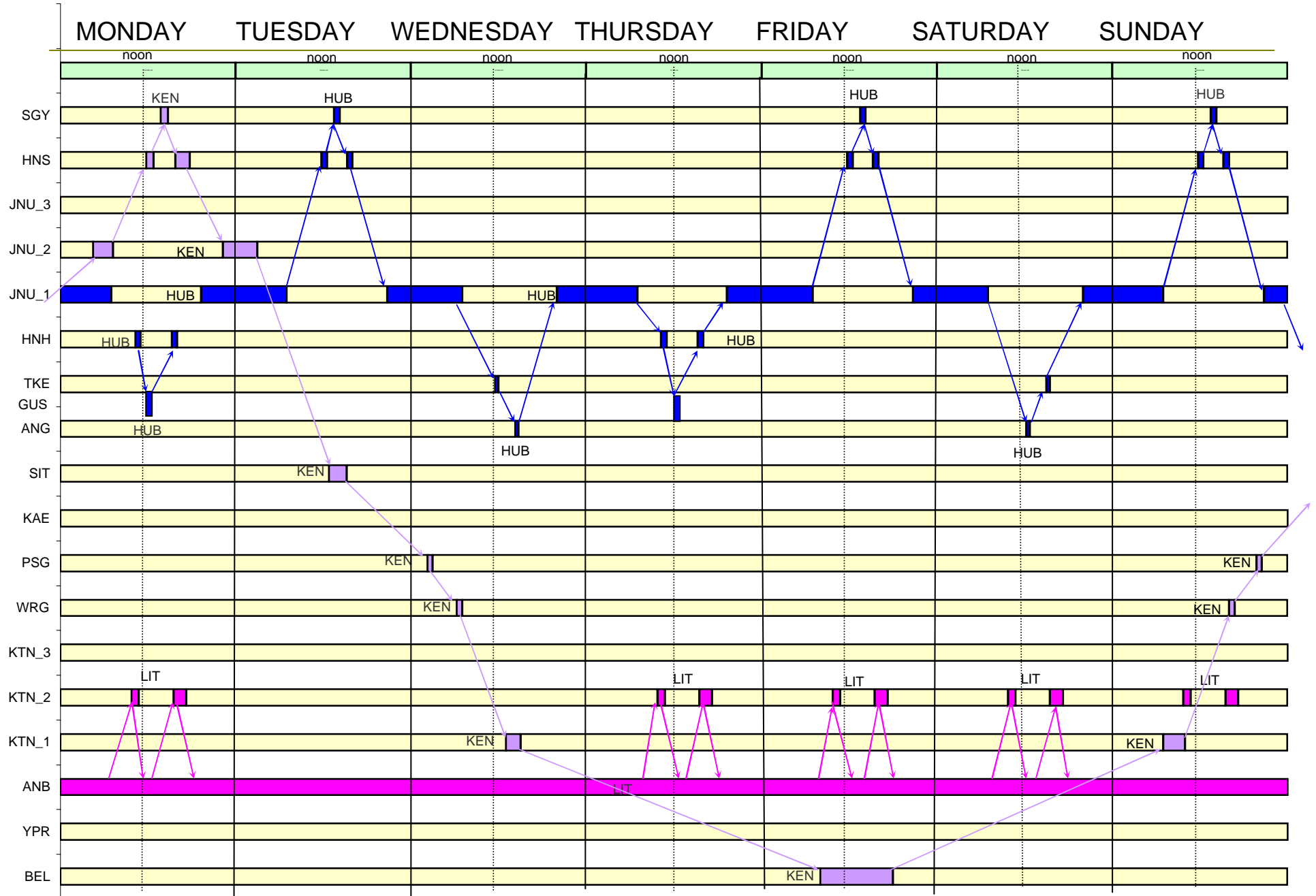


DRAFT

Winter 2025-26 SE DEC-APR Wk 2 & 4

DRAFT

Revised 06-13-2025



◆ ALASKA MARINE HIGHWAY SYSTEM

Winter 2025–2026 SE Community Events

rev 6-24-25

◆ OCTOBER

✦ ANB/ANS Grand Camp Convention	
✦ Alaska Day Celebration	SIT
✦ 2A Volleyball Seeding Tournament - Oct 16-18	HNS
✦ Wrestling - Oct 24-25	SGY

◆ NOVEMBER

✦ Bald Eagle Festival	HNS
✦ Whale Fest	SIT
✦ Region V 2A Volleyball - Nov 20-22	SGY

◆ DECEMBER

✦ Victorian Yuletide Celebration	SGY
✦ Clarke Cochrane Christmas Classic	KTN
✦ Region V Wrestling Dec 12-13	SIT

◆ JANUARY

✦ Legislature Reconvenes	JNU
✦ Alcan 200 Snowmachine Race	HNS
✦ Edgecumbe Invitational	SIT

◆ FEBRUARY

✦ Dick Hotch Basketball Tourney	HNS
✦ Sitka Jazz Fest	SIT
✦ 1A Basketball Tourney - Feb 25-28	SIT

◆ MARCH

✦ 2A/3A/4A Basketball Tourney - Mar 4-7	JNU
✦ Buckwheat Ski Classic	SGY
✦ Gold Medal Basketball Tourney	JNU

◆ APRIL

✦ Alaska State Folk Festival	JNU
✦ High School Music Festival - Apr 9-11	KTN
✦ Stikine River Birding Festival	WRG
✦ Art Festival	
✦ Legislature session ends	JNU

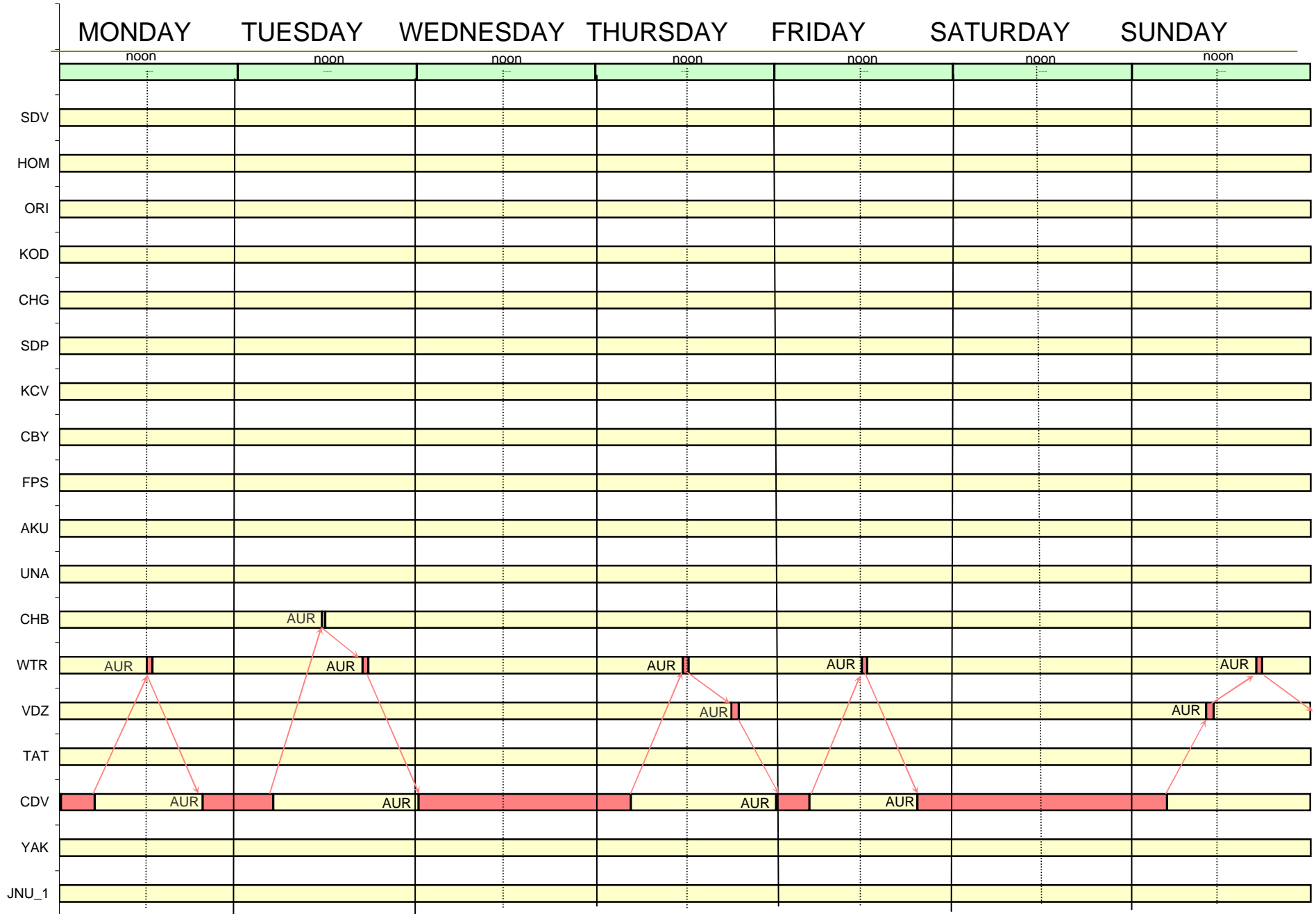
Please review the above Community Calendar of Events and comment on any events that are missed for your community. Schedule patterns may be changed if warranted to be able to provide service to/from the events.

DRAFT

Winter 2025-26 PWS mid JAN-APR Wk 1 & 2

DRAFT

Revised 06-05-2025

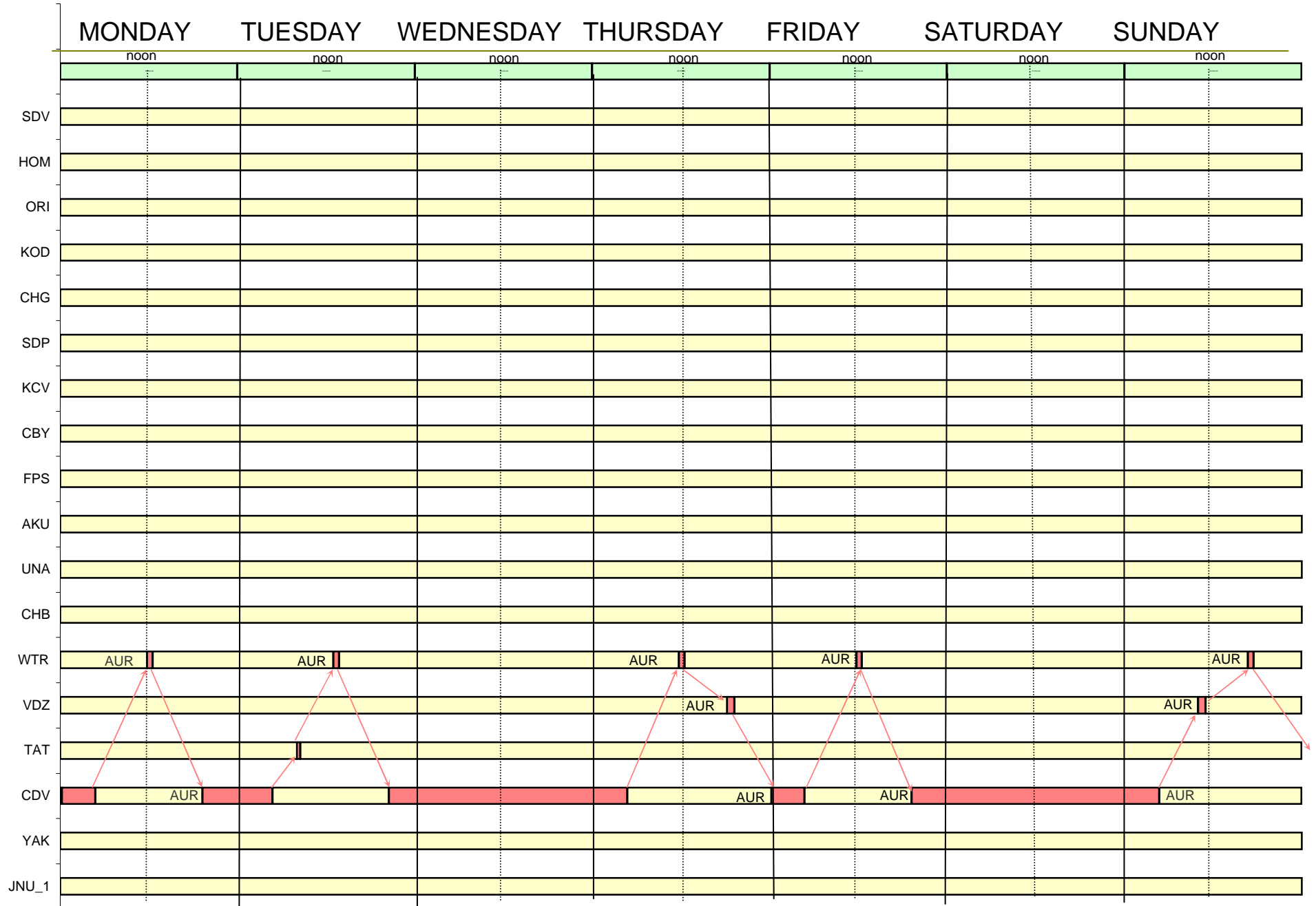


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Winter 2025-26 PWS mid JAN-APR Wk 3 & 4

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Revised 06-04-2025

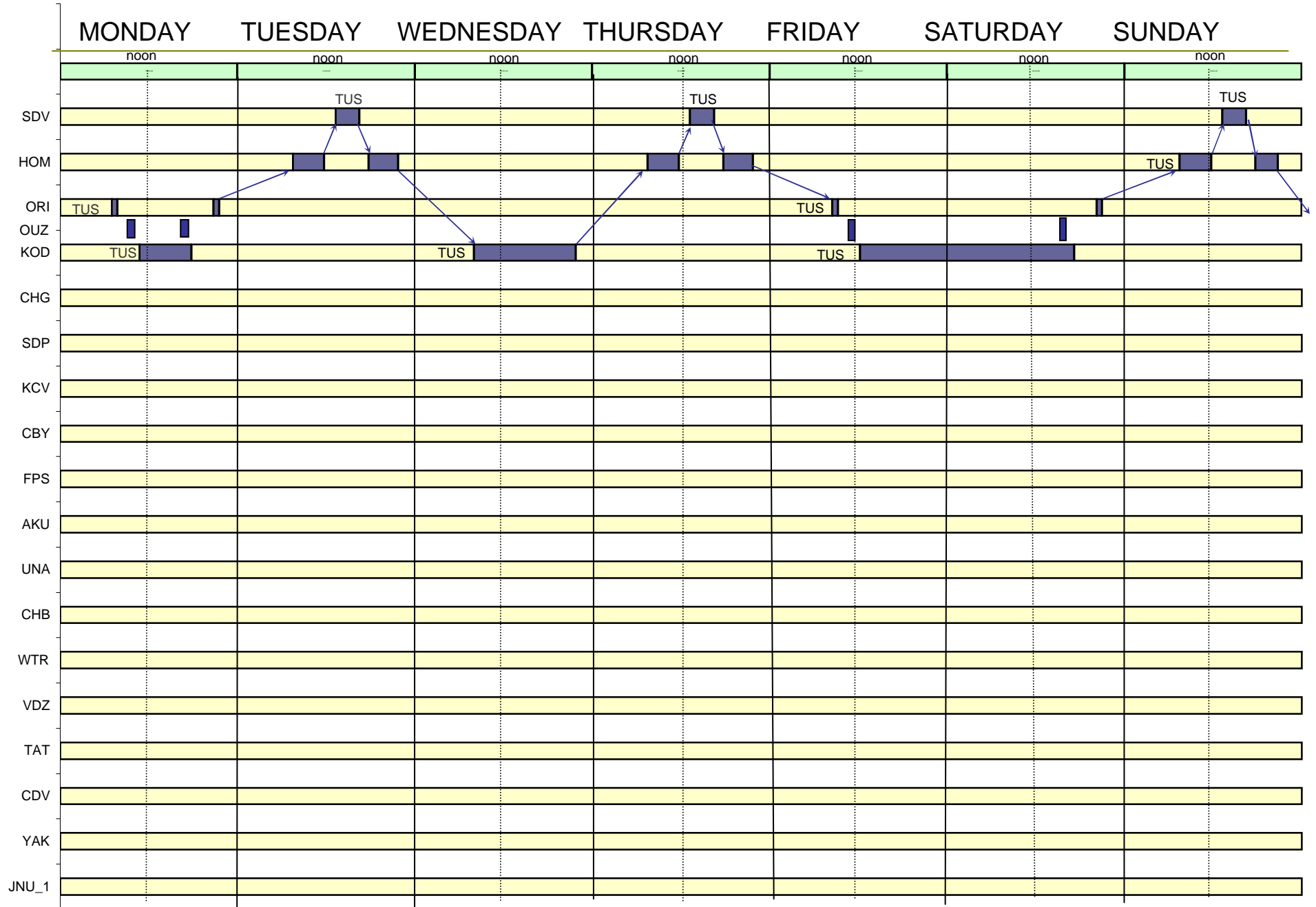


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Winter 2025-26 SW OCT-MID JAN

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Revised 06-05-2025

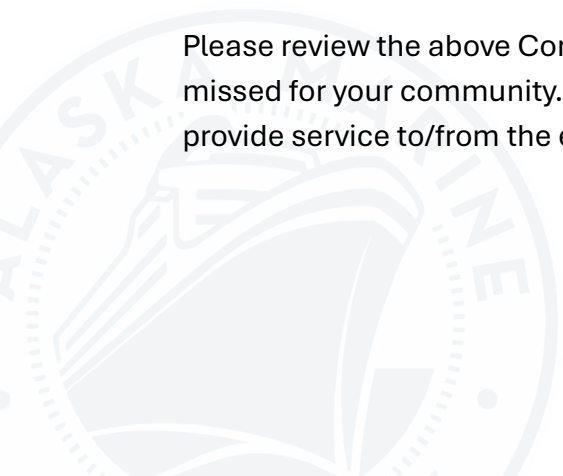


◆ **ALASKA MARINE HIGHWAY SYSTEM**

Winter 2025–2026 SW/SC Community Events
rev 6-24-25

◆ OCTOBER		
◆	✦ Valdez Museum Road House Dinner	VDZ
◆	✦ Kachemak Heritage Land Trust Auction	HOM
◆ NOVEMBER		
◆	✦ Sobriety Celebration	CDV
◆ DECEMBER		
◆	✦ Nutcracker Faire	HOM
◆ JANUARY		
◆	✦ Legislature Reconvenes	JNU
◆	✦ Iceworm Festival	CDV
◆ FEBRUARY		
◆ MARCH		
◆ APRIL		

Please review the above Community Calendar of Events and comment on any events that are missed for your community. Schedule patterns may be changed if warranted to be able to provide service to/from the events.





Marine Safety Information Bulletin

U.S. Coast Guard
Marine Safety Unit Valdez
P.O. Box 486
Valdez, AK 99686
Zavier.E.Washington@uscg.mil

MSIB Number: 09-25
July 10th, 2025

Marine Safety Unit Valdez Renaming of the Coast Guard Districts

The U.S. Coast Guard announced that it is renaming its operational districts from numerical to geographic titles as part of Force Design 2028 (FD2028)—a transformative effort to modernize and align the Service's structure with current operational realities.

As part of this initiative, Coast Guard District 17 will now be known as the U.S. Coast Guard Arctic District. This shift, directed by Secretary of Homeland Security Kristi Noem on May 21, 2025, reflects a move away from the numbered district system originally implemented during World War II, when the Coast Guard operated under the Navy. While the Coast Guard continued using numbered districts after its separation from the Navy, the Navy phased out this system more than 25 years ago.

The renaming initiative aims to:

- Better reflect the geographic areas each district serves,
- Enhance clarity for the public and maritime stakeholders,
- Improve coordination with interagency and regional partners.

This effort falls under FD2028's Organization campaign, which focuses on adapting the Coast Guard's structure to remain effective, agile, and responsive in a rapidly evolving maritime landscape.

The newly approved district names are:

- District 1 → USCG Northeast District
- District 5 → USCG East District
- District 7 → USCG Southeast District
- District 8 → USCG Heartland District
- District 9 → USCG Great Lakes District
- District 11 → USCG Southwest District
- District 13 → USCG Northwest District
- District 14 → USCG Oceania District
- District 17 → USCG Arctic District

Sarah Kristine Rousseau, CDR

Sarah K. Rousseau
Commander, U.S. Coast Guard
Captain of the Port, Prince William Sound

Finalized Copper River Highway Transportation Planning Documents

From Nelson, Brett D (DOT) <brett.nelson@alaska.gov>

Date Thu 2025-07-10 3:42 PM

Dear Stakeholders,

I am pleased to share that the [Copper River Highway Route Alternatives Study \(2025\)](#) has been finalized and is now available. This important study builds on the shared vision and priorities established in the [Copper River Highway Transportation Master Plan \(2023\)](#) and represents a significant step forward in options for the future of this critical corridor. You can find the back up document for both studies here: <https://dot.alaska.gov/nreg/copperriverhighway/>.

The CRH Route Alternatives Study offers a detailed, technical evaluation of options for the highway between milepost 27 and milepost 51. It identifies and recommends specific infrastructure solutions to address longstanding challenges such as major washouts, bridge failures, and environmental vulnerabilities. Key proposals include constructing a new 1,600-foot bridge to replace bridges NBI #339 and #340, reconstructing eroded highway segments with higher elevation designs to withstand future flooding, and completing vital repairs and seismic retrofits on the Million Dollar Bridge. These recommendations align with the community-driven goals outlined in the 2023 CRH Transportation Master Plan, which emphasizes connectivity, safety, environmental stewardship, and long-term resilience.

We greatly appreciate your engagement and input throughout this multi-year planning process. Your commitment has been instrumental in shaping a shared vision that respects cultural, recreational, and subsistence values while enhancing economic and transportation opportunities for the region. We invite you to review the finalized study and continue to work with us as we explore options for the next phases of project design, environmental review, and funding. Together, we are laying the foundation for a more connected, resilient, and thriving future for Cordova and the surrounding communities.

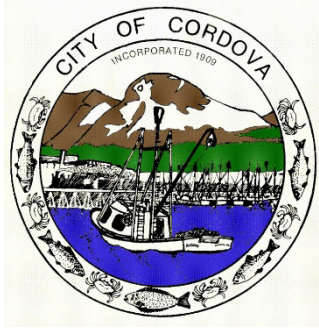
Please do not hesitate to reach out with any questions or to discuss next steps. Thank you for your continued partnership and support.

Thank you,
Brett

Brett Nelson

Planning Chief / Fairbanks Field Office
Alaska DOT&PF
2301 Peger Road / Fairbanks, AK 99709
Ph (907)451-2385
brett.nelson@alaska.gov





AGENDA ITEM 14
City Council Meeting Date: 7/16/25
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 7/10/25
ITEM: Ordinance 1232 excepting ski hill from provisions of 6.12.030
NEXT STEP: Majority voice vote on first reading

☒ ORDINANCE
☐ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Ordinance excepting Ski Hill from provisions of 6.12.030 same way we do for special events at Cordova Center.

II. RECOMMENDED ACTION / NEXT STEP: Council approval of Ordinance 1232 on first reading.

III. FISCAL IMPACTS: Salmon Jam at Ski Hill brings tourism dollars to Cordova and the event is run mostly by volunteers this would be one less hoop to jump through for these volunteers.

IV. BACKGROUND INFORMATION: There have been times in the past when the request for Council action has been sent in late and staff has scrambled to either amend a regular meeting agenda (as we did on July 2, 2025) or last minute assemble enough Council members for a special meeting in order to approve the beer garden at Ski Hill. The adoption of this ordinance would ensure this is an easier process for the volunteers who run Salmon Jam as well as for city staff and city council.

V. SUMMARY AND ALTERNATIVES: Council can adopt the ordinance or vote it down in order to keep that piece of code in place and continue the process that requires council approval for the beer garden at Ski Hill for Salmon Jam.

CITY OF CORDOVA, ALASKA
ORDINANCE 1232

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE SECTION 6.12.040—EXCEPTIONS, TO ALLOW THE CITY MANAGER TO AUTHORIZE USE PERMITS TO EXCEPT SPECIAL EVENTS HELD AT SKI HILL, FROM THE PROVISIONS OF 6.12.030—ALCOHOLIC BEVERAGES-CONSUMPTION IN PUBLIC PLACES

WHEREAS, Ski Hill is the traditional location for the Copper River Salmon Jam music concerts held each summer in Cordova; and

WHEREAS, the consumption of alcoholic beverages, often at a beer garden, at this event is customary, expected by the sponsoring entity, and enhances the marketability of the Copper River Salmon Jam, ancillary events, and more generally of Cordova as a destination for tourists; and

WHEREAS, it has become impractical to have the City Council except Ski Hill by use permit from the provisions of 6.12.030 each year when this event is scheduled.

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

Section 1. Section 6.12.040 of the Cordova Municipal Code is hereby amended as follows:

6.12.030 Alcoholic beverages—Consumption in public places.

- A. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.
- B. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.
- C. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

6.12.040 Exceptions.

- A. The city council is authorized by use permit to except any public street, alley, highway, city building or city property from Section 6.12.030.
- B. The city manager or his designee is authorized by use permit to except special events at the Cordova Center **and at Ski Hill** from Section 6.12.030.

Section 2. 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: _____, 2nd reading and public hearing: _____

PASSED AND APPROVED THIS ____ DAY OF _____ 2025.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, City Clerk



AGENDA ITEM 15
CITY COUNCIL MEETING DATE: 7/16/25
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, City Manager
DATE: 7/7/2025
ITEM: Ordinance 1233
ACTION: Amend the Cordova Municipal Code section 4.16.050–residency requirement

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Motion
<input type="checkbox"/> Resolution	<input type="checkbox"/> Information

I. REQUEST OR ISSUE: To change ‘city limits’ to ‘greater Cordova area’ and to further clarify what it means to reside in the ‘greater Cordova area’, in chapter 4.16 Appointments and Promotions, all within Title 4 - Personnel.

II. BACKGROUND: The need to define reside stems from the desire to provide flexibility in scheduling, principally for the police department. The police department has had a difficult time overall filling positions and has not been able to fill the budgeted 4th officer position for 2024 or 2025. The majority of the applicants, for the last year, who have applied are looking for two weeks on and two weeks off schedule.

This schedule is becoming the norm for many remote communities in Alaska. Currently, seven remote communities have implemented the schedule and filled multiple positions, making it difficult for the Cordova Police Department to compete. Currently, the police department for FY25 has budgeted a Chief, a Sergeant, and four officers. There are two vacant positions: the chief and an officer. Sergeant Hayden is also acting chief; one officer will be undergoing on-the-job training into the fall, and there have been officers on medical leave at various times throughout the summer. Most of the busy summer has been staffed with two officers on duty, requiring multiple consecutive long days. It is in the best interest of the city and the police officers to be able to compete with other municipal departments around the state by offering two weeks on and two weeks off schedule.

While looking at this section of Code and initially only wanting to define reside more clearly, we also realized the need to change ‘city limits’ to ‘greater Cordova area’ based on the significant increase in development occurring in the Hartney Bay Subdivision and elsewhere around Cordova but outside of city limits. When City staff moves here from outside of Cordova, it is in the City’s best interest to give them every opportunity to find rental housing or to invest in the area by buying a home, without limiting them to

only rentals or homes that are inside city limits. That is also the case for any existing City employees who are ready to buy or build homes – it is important that we give them every opportunity to do so and to be able to remain employed with the City.

III. RECOMMENDED ACTION: Approval of Ordinance 1233

IV. FISCAL IMPACTS: Providing the police department a competitive schedule will reduce OT, potential loss of employees due to burnout, and increase the overall productivity for the staff.

V. SUMMARY AND ALTERNATIVES: The staff has spent a lot of time looking into alternative schedules and what's being offered in other remote areas. We believe that this gives us a better opportunity to fill the vacant positions and sustain full staff.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1233**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING
CORDOVA MUNICIPAL CODE SECTION 4.16.050–RESIDENCY REQUIREMENT, TO
REPLACE ‘CITY LIMITS’ WITH ‘GREATER CORDOVA AREA’ AND TO CLARIFY AND
FURTHER DEFINE RESIDENCY**

WHEREAS, there are subdivisions in the ‘greater Cordova area’ that are not within ‘City limits’ where many homes are being built, sold, and lived-in by Cordova community members; and

WHEREAS, it is likely that City employees may someday occupy such homes, and it is in the City’s best interest to allow such employees to do so while remaining employed by the City; and

WHEREAS, local governments around the State have adjusted to alternative work schedules in order to fill positions especially within certain departments; and

WHEREAS, some of the City of Cordova’s long-time vacant positions might be filled if the City adopted alternative work schedules, especially in public safety departments such as Fire and Police; and

WHEREAS, alternative work schedules such as 2 weeks on, 2 weeks off, are amenable to prospective public safety employees and refining the definition of residency would allow City of Cordova to employ individuals using alternative work schedules.

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

Section 1. Section 4.16.050 of the Cordova Municipal Code is hereby amended as follows:

4.16.050 - Residency requirement.

Officers and employees of the city shall reside in the greater Cordova area ~~city limits~~ within six months from the date of hire or appointment. For purposes of this section, city limits is synonymous with greater Cordova area. For purposes of this section, an employee “resides in the greater Cordova area” so long as they do so during their assigned work schedule and while performing work for the City. This provision does not prevent an employee from residing outside the City when not performing work for the City.

Section 2. 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: _____, 2nd reading and public hearing: _____

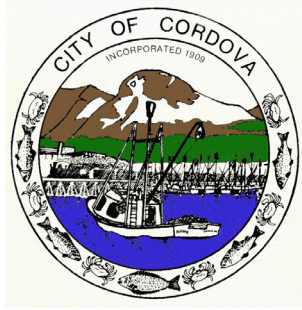
PASSED AND APPROVED THIS ____ DAY OF _____ 2025.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, City Clerk

~~Deleted language is stricken through~~ and **added language is bold and underlined**



AGENDA ITEM # 16
City Council Meeting Date: 07/16/2025
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday July 16, 2025

ITEM: Resolution 07-25-18 - Lease Agreement for the Alaska State Troopers

NEXT STEP: City Council Decision on the Resolution

☐ INFORMATION
☐ MOTION

☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions:	City Council Decision on the Resolution
Method Applicant:	The Alaska State Troopers
Legal Description:	Lot 9B of ASLS 73-35 of Cordova Small Tracts
Area:	Approximately 2,500 Square Foot Office Space and Ten (10) Parking Spaces Located in the Old City Hall Building at 602 Railroad Ave.
Zoning:	Public Lands and Institutions District

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to approve Resolution 07-25-18.”

III. FISCAL IMPACTS: The property would remain part of City’s lease revenue.

IV. BACKGROUND INFORMATION: The office portion of this building was previously used as the old City Hall before the construction of the Cordova City Center.

In 2015 The Alaska State Troopers put in a letter of interest to lease the office space and ten (10) parking spaces. This would allow for the Alaska State troopers, the City police officers, the City Fire, and City volunteer EMS to all be in one central location.

November 24, 2015, The City of Cordova Police Chief Michael Hicks and the Fire Marshal Paul Trumblee co-wrote a letter to the City Council in support of the State Troopers leasing the space and

“significantly enhance cooperative training as well as tactical and communication interoperability between all agencies.”

June 02, 2016, the City entered into a lease agreement with the State of Alaska Department of Administration for the lease of the 2,500 square foot portion of office space and ten (10) parking spaces on behalf of the Alaska State Troopers. This lease expired in 2024.

August 22, 2024, the City received a letter of interest from Daniel Valette, Contracting Officer III on behalf of the Troopers. This went through the Cities full land disposal process where at the Planning Commission the recommendation was to lease the space to the Troopers. This then went on to the City Council where they decided to enter into an agreement with the Troopers to lease the space.

Negotiations have been on going and an agreement has been reached that closely mimics the prior lease with the change of the CPI language to reflect the current standard language that the City uses in lease agreements.

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. LEGAL ISSUES: Legal review of the lease agreement by the City’s legal counsel was conducted and it is now before City Council for final approval.

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

VII. ATTACHMENTS:

- A. Lease Agreement with Exhibit A
- B. Resolution 07-25-18

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-25-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE BY LEASE OF APPROXIMATELY 2,500 USABLE
SQUARE FEET OF OFFICE SPACE AND TEN (10) PARKING SPACES LOCATED IN THE
OLD CITY HALL BUILDING AT 602 RAILROAD AVE CORDOVA, ALASKA 99574**

WHEREAS, The State of Alaska submitted a letter of interest on behalf of the Troopers to the Old City Hall 2,500 square foot portion of office space located at 602 Railroad Ave (“Property”) from the City of Cordova (“City”); and

WHEREAS, The City Council Authorized the City Manager to negotiate a Lease Agreement with the State of Alaska; and

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

WHEREAS, The City Council has determined that the lease of the property to the State of Alaska 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 the State of Alaska. The form and content of the Lease Agreement, along with the Exhibits A 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 JULY 2025

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



**STATE OF ALASKA
STANDARD LEASE FORM
LEASE 2679**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF EXHIBIT A, THE TERMS AND CONDITIONS OF THE EXHIBIT A WILL PREVAIL.

THIS LEASE, entered into this _____ day of _____ 2025,
by and between:

**CITY OF CORDOVA
P.O. BOX 1210
CORDOVA, ALASKA 99574**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES- 12
DIVISION OF FACILITIES SERVICES
550 WEST 7th AVENUE SUITE 200
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee.

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department of Transportation & Public Facilities
Division of Facilities Services
Leasing Section
550 West 7th Avenue, Suite 200
Anchorage, AK 99501-3571

PAGE 1 OF 12

2025 Lease 2679 Cordova DPS - Final Draft from Troopers

Initial _____ Initial _____

The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 2,500 usable square feet of office space plus ten (10) parking spaces located in the Old City Hall Building at 602 Railroad Ave., Cordova, Alaska, 99574. Legally described as: a portion of the building encompassing lots 9-12 Block 5, Public Lands and Institutions District specifically the southernmost one story portion of the building encompassing lots 11 and 12 and commonly known as the "old city hall building".

to have and to hold the same, with all appurtenances unto the Lessee for the term of three years **beginning on the 1st day of July, 2025 and ending on the 30th day of June, 2028** at and for the **rental of \$3,416.67 per month** payable on the first day of each and every month of said term at the office of the Lessor or in advance at the option of the Lessee. Payment for any partial months occupancy shall be prorated based on a thirty (30) day month.

COVENANTS OF THE LESSEE

1. The Lessee does hereby covenant and agree with the Lessor that it will:
 - a) pay said rent at the times and place and in the manner aforesaid;
 - b) use and occupy said premises in a careful and proper manner;
 - c) not use or occupy said premises for any unlawful purpose;
 - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;

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- e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- f) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
- g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;
- h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

COVENANTS OF THE LESSOR

2. And the Lessor on its part covenants and agrees with the Lessee that it will:

- a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
- b) indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by

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neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

- c) furnish heat and cooling, electricity, water, trash removal, and sewage disposal without additional cost to the Lessee;
- d) furnish heating and cooling to all the office space and similar type space uniformly within a 68 degrees Fahrenheit to 72 degrees Fahrenheit temperature range.
- e) furnish unisex restroom that has hot and cold running water at all lavatories and similar fixtures and which shall be equipped with mirrors, dispensers for soap, toilet tissue, sanitary seat covers, feminine hygiene product dispensers and disposals; diaper changing table (at the request of the State); deodorizers, hand sanitizer located at the restroom exit; appropriate ventilation, and paper towels.
- f) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;
- g) maintain the premises in keeping with good fire prevention practices. The State reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Recommended improvements will be given every consideration by the Lessor;
- h) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the State's occupancy.

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If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are

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threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

- i) maintain the building free of any mechanical, structural or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.
- j) Lessor shall renovate the space by refinishing, or replacing all damaged or worn wall, ceiling, floor covering, window covering or built-in building fixtures at least every five (5) years of occupancy or at the reasonable request of the occupying State agency. All cost associated with the renovations, including moving expenses, will be the responsibility of the Lessor. If Lessor does not respond to such reasonable renovation requests by the occupying State agency, the State reserves the right to hire competent workmen to accomplish such renovation(s) at the lessor's expense.
- k) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

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MUTUAL COVENANTS

3. It is mutually agreed by and between the Lessor and Lessee that:

- a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
- b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;
- c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;
- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and

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observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;

- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the State shall have the option to renew this lease for five (5) additional one year periods to be exercised by giving the Lessor written notice prior to the expiration of each term.

ADJUSTMENTS: 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.

Base Rent is \$3,416.67 per month.

- g) this lease is subject to all applicable laws of the State of Alaska or local government;
- h) **FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS:** The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or

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in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) time is of the essence of this lease.

Other Provisions

- 4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:
 - a. Lessor shall earmark and secure the closest public restroom in the building for the sole use of the Lessee. Lessor shall provide new lock on restroom door which shall be a cypher lock, or a keyed lock and a minimum of four (4) keys provided to the Lessee.
 - b. Lessee, at its sole expense, shall be responsible for any paint or carpet replacement Lessee may require, and Lessor agrees to permit Lessee to paint and/or replace carpet with colors and quality selected solely by the Lessee.

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- c. Lessee, at its sole expense, shall be responsible for the installation of any IT equipment and wiring Lessee may require. Lessor shall permit Lessee to install IT and wiring Lessee may require, subject to the Lessee using qualified personnel or contractors and performing all work in compliance with applicable codes, regulations, and laws.
- d. Lessor shall provide the space at no cost to the Lessee for the first month of the firm term from July 1, 2025, through July 31, 2028. Rent shall commence on August 1, 2025.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: CITY OF CORDOVA

Lessee: STATE OF ALASKA

By: _____

Samantha Greenwood
Title: **City Manager**

Date: _____

By: _____

Daniel Valette
Title: **Leasing Contracting Officer III**

Date: _____

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ACKNOWLEDGMENT OF LESSOR: CITY OF CORDOVA
STATE OF ALASKA
CITY OF CORDOVA

This is to certify that on this _____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared Samantha Greenwood to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is City Manager and that (he/she) has been authorized by the City of Cordova to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of Same.

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

Notary Public for Alaska
My Commission Expires: _____
Residing at: _____

ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
STATE OF ALASKA
CITY OF ANCHORAGE

This is to certify that on this _____ day of _____, 2025 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared Daniel Valette, Leasing Contracting Officer III to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of Facilities Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

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

Notary Public for Alaska
My Commission Expires: _____
Residing at: _____

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EXHIBIT A

Lease 2679

The terms and conditions below are hereby made a part of Lease 2679 and all terms and conditions of said Exhibit A are binding upon the Lessee and Lessor, their agents or assigns.

FORCE MAJEURE

The Lessor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Lessor. For the purposes of this Agreement, Force Majeure will mean: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.

LEASE ADDITION / DEDUCTION

At the State's discretion, available space may be added to the originally specified space through amendment to lease. This added space may be severable in whole or part from the original lease at no added costs, with a sixty (60) day written notice from the State to the Lessor.

HOURS OF OPERATION

The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. The State reserves the right to change its hours of operation to accommodate needs of the public and the State at no additional lease costs. This may require the Lessor to provide full building functions during any change in hours of operation such as HVAC, lighting, electrical, etc. at no additional lease costs.

ACCESSIBILITY

The Lessor certifies that the design and construction of the proposed space, and any subsequent alterations of the proposed space, shall meet the specifications of the 2010 Americans with Disabilities Act Standards for Accessible Design as published in the Federal Register on September 15, 2010 (hereafter referred to as the "2010 ADA Standards" or "Standards") on the date of occupancy; and throughout the entire occupancy of the State.

The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101), as amended, defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide space that meets ADA Standards as it applies to a public entity. In providing

space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered.

The 2010 ADA Standards for state government consist of the Title II regulations at 28 CFR 35.151. State government facilities must follow the requirements of the 2010 ADA Standards, including both the Title II regulations at 28 CFR 35.151; and the 2004 ADAAG at 36 CFR part 1191, appendices B and D. In the few places where requirements between the two differ, the requirements of 28 CFR 35.151 prevail.

ADA compliance under Title II may be different or more stringent than the compliance requirements for commercial space. When providing space to the State under ADA compliance requirements, the **Lessor is aware of and will comply with the following additional requirements:**

- (1) Provide at least one (1) accessible entrance with a power door operator.
- (2) Provide at least one (1) accessible path of travel from an accessible entrance to primary function areas, including restrooms and drinking fountains.
- (3) Provide at least one (1) accessible restroom and drinking fountain per floor occupied by the State. Where it is technically infeasible to alter existing restrooms, a unisex restroom is permitted.
- (4) Provide ADA compliant signage.
- (5) Provide accessible parking, where parking is provided.
- (6) Provide at least one (1) accessible passenger zone, where loading zones are required.
- (7) Provide at least one (1) accessible route connecting accessible parking and accessible parking zones to an accessible entrance.

The Lessor must furnish an ADA Facility Audit Affidavit from an architect registered to practice in the State of Alaska if one was not furnished prior to occupancy. The ADA Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of the 2010 ADA Standards **as further defined within the ACCESSIBILITY section of Exhibit A.**

The State's inspection and acceptance of the Lessor's space and alterations does not relieve the Lessor of responsibility for ADA compliance. The Lessor further agrees to pay the cost of any corrections that may be needed during the period of the State's occupancy for purposes of correcting deficiencies to meet ADA compliance.

In the event the Lessor fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the State will have the right to terminate the lease; or, the State will have the option of correcting deficiencies by hiring competent workers, with the Lessor bearing the cost of all labor and materials. The State will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Lessor further agrees that deficiency corrections performed by the State will not be construed to constitute a breach of this lease.

RENOVATION

At least every five (5) years of occupancy at the request of the State, the Lessor shall renovate the space occupied by the State under this lease by refurbishing, refinishing, or replacing all damaged or worn finishes including: floors, walls, ceilings, window coverings/paint or built-in building furnishings and fixtures. Any and all renovation must comply with the 2010 Standards.

Specifications for the materials must comply with Section 4.0 Building Requirements.

Lessor is responsible for all costs associated with the renovations, including moving expenses of all fixtures, furniture, and equipment. Lessor shall provide moving boxes, tape and labels if requested by the State. Renovation work must be completed in such a manner as to not interfere with the State's business. Lessor is required to provide the State with a detailed schedule of the planned renovation project for its review and approval.

If the lessor fails to respond to the State's renovation request within thirty (30) days, the State reserves the right to hire competent workers to accomplish such renovation(s) at the Lessor's expense.

The State also reserves the right to extend the above time periods if the conditions are in the opinion of the State found to be still in acceptable condition.

MAINTENANCE AND REPAIR

The Lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair, and tenantable condition and maintaining the premises in conformity with the original solicitation document. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The Lessor agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State can then obtain competent workers to correct the deficiencies. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor must provide the State access to all areas of the building, including, but not limited to, mechanical, electrical, and plumbing systems; the roof; areas above the ceiling; and janitorial closet(s) for the purpose of inspection, and if warranted, testing by the State and its consultants. Lessor will be financially responsible for correcting all of the State's identified deficiencies within ten (10) days of receipt of cure notice. In the event an identified deficiency cannot reasonably be corrected within the 10 days, the Lessor and State must within that 10 days mutually agree upon a reasonable timeline for resolution.

Lessor must clean all of the HVAC system every five (5) years to include: air ducts, coils, drain pan, registers, grills, air plenum, blower motor and assembly, heat exchanger, air filter, air cleaner, etc. This task must be accomplished by a qualified certified contractor and a member of National Air Duct Cleaners Association (NADCA). Lessor must provide proof to the State this requirement has been completed upon request.

HOLDING OVER

Prior to the lease expiration, the State will provide a (60) day written notice to the Lessor, informing the Lessor the Lease will be in hold over status, for a period up to one (1) year, at the same monthly lease rate. After a holdover period of one year, tenancy shall be construed to be a month-to-month at market rate as determined by the State's broker. All other terms and conditions specified by the lease remain the same.

LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S SECURITY REQUIREMENT

The State shall have the right to request that the Lessor's employees, and employees of contractors and subcontractors (referred to collectively herein as "Contractor") provide fingerprints and pass criminal background checks prior to performing work within the space occupied by the State. The "Passed" status of the background checks will be reported to the State contracting officer in writing before the employee or contractor's employee begins work on the premises. The State shall have the right to reject any of the Lessor's employees or Contractor's employees whom the state reasonably identifies as being unacceptable as posing a risk to the State, its employees, or its mission. Requests denied or not responded to within ten (10) days, shall result in the State's right to terminate the lease or prohibit access of leased space to Lessors' employees and/or Contractor's employees. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments.

CONSTRUCTION (New Improvements, Remodels & Renovations)

Remodels After Occupancy: Lessors shall use the following requirements and guidelines in procuring construction services that are directly related to the State's occupancy, unless otherwise authorized by the State of Alaska. During the entire term of the State's occupancy, the State reserves the right to procure construction services that are directly related to the State's occupancy, or allow the Lessor to provide construction services using the following requirements and guidelines.

- (a) All contractors and subcontractors must have a valid Alaska business license at the time of selection.
- (b) Lessors shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand five hundred dollars (\$2,500).
- (c) Lessors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Lessors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, equal opportunity, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations.
- (e) Offerors must ensure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.
- (f) The Lessor agrees to follow agreed upon reasonable work practices while performing work in occupied lease space, which standards are further described in the attached (Exhibit A-1). The Lessor further agrees to take reasonable steps to reduce the amount of construction-related disturbances in the lease space, in an effort to permit the State to continue to conduct business during normal business hours. Normal business hours are defined as Monday through Friday from 8:00 a.m. to 5:00 p.m.
- (g) Recognize that, the Lessee shall promptly notify the Lessor of any significant or extended disturbance related to construction that rises to the level that the State can no longer conduct business in the office space. The Lessor recognizes that it shall then be required to immediately cease or modify the work in the area identified during normal business hours to minimize the disruption to the affected area(s).

- (h) Recognize that the Lessor shall provide Lessee for review and approval a construction schedule for all work required to be performed in and around the lease premises in advance of the work's commencement. Lessor shall notify Lessee of any changes to the agreed upon schedule a minimum of two (2) business days in advance of any proposed change in the agreed upon schedule. Lessee shall notify Lessor of any anticipated business activity that could affect the agreed upon schedule a minimum of two (2) business days in advance.

JANITORIAL and MAINTENANCE SERVICES

Unless otherwise indicated, the Lessor shall be responsible for janitorial/maintenance services as outline below for the entire space. These services shall be performed after office hours unless otherwise specified or as convenient as possible to the occupying agency(s). The premises generally are occupied Monday through Friday, except State holidays. In the event that various areas are occupied at times other than specified herein, the janitorial services shall be performed at other times as convenient. The State may request these services be completed during business hours at no additional costs if deemed in the best interest and security of the State.

DAILY SERVICES:

- Empty wastebaskets.
- Collect all designated waste paper and trash and dispose of it away from the premises.
- Pick up and deposit all recyclable items into a State designated container, if provided.
- Sweep halls and floors in the interior of the buildings. Tile floors are to be swept with a yarn broom or a dust mop treated with polyethylene glycol or similar non-injurious material.
- Vacuum all carpets and rugs.
- Mop or scrub toilet room floors, wash all plumbing fixtures with warm water, disinfectant and soap. Disinfect urinals and water closets. Damp wipe all dispensers, tiled portion of toilet room walls and stall partitions with disinfectant.
- Provide and maintain adequate supplies of toilet paper, seat covers, deodorizers, feminine hygiene products, towels and soap in toilet rooms. These supplies are to be of standard or better quality and are to be furnished by the Lessor. Lessor shall also provide a closed disposal container for waste sanitary napkins.
- Clean any drinking fountains.
- Police sidewalks, building perimeter and parking areas by collecting and removing all trash and other discarded materials, including cigarette butts.

- At the end of each workday, the supervisor shall inspect the entire building to ensure that all work is complete to professional standards and all necessary doors are locked.

MONTHLY SERVICES:

- Remove dust from all visible surfaces of furniture, fixtures, and equipment to a height of six (6) feet.
- Damp mop all floors and machine buff all waxed floors to remove traffic marks and restore luster of wax.
- Remove all finger marks and smudges from walls, woodwork, and glass surfaces, including relites.

EVERY SIX-MONTHS SERVICES:

- Vacuum fabric furniture.
- Shampoo carpets, front entry walk off floor coverings, and rugs.
- Dust or vacuum window covering such as drapes and blinds, overhead pipes or moldings that must be reached by ladder.
- Dust or wash light fixtures as appropriate for greatest light efficiency.
- Wash windows and glass wind deflectors inside and out leaving no streaks. Wipe water spots from sills and frames. Use drop cloths as required to protect adjacent surfaces, fixtures, and furniture. Wash windows at equal intervals of time, weather and conditions permitting.
- Wash all wastebaskets.
- Wash walls in public halls and stairwells where wall covering permits.
- Wash pipes and rails in stairwells.
- Clean and wax all paneling.
- Clean all exterior windows.

AS REQUIRED SERVICES:

- Replace burned out lamps to be furnished by the Lessor.
- Clean light lenses.
- Remove snow and ice from sidewalks, entrances, building roof overhangs, outside storage areas and parking areas as applicable to an extent that will render the areas safe to pedestrian and wheelchair traffic and automobile operation.

- Furnish, clean and maintain rugs or entrance mats at each building entrance of sufficient size to preclude tracking.
- Remove spots and stains from carpets, rugs and tile. Remove all foreign matter (gum, smudges, etc.) from floors, handrails, and furniture.
- Remove wax from all floors and apply good skid resistant wax of a type recommended by floor manufacturers. When wax is dry, machine buff to smooth sheen.

COMPLIANCE

The Lessor agrees that after reasonable notice by the State to the effect that the janitorial/maintenance obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State may then obtain competent workers to correct the necessary items all of which will be paid for by the Lessor either by direct payment, or by the State making the payment to the workers and reducing the rent accordingly.

USABLE AREA

The Usable Area of the leased space shall be defined as the areas of the building occupied by the State to house personnel, equipment, fixtures, furniture, supplies, goods and merchandise. The Usable Area shall not include building corridors, restrooms, lobbies, stairwells and other building amenity or building facility area, regardless of whether the State occupies an entire floor or an entire building.

The Usable Area of the leased space shall be computed by measuring to the finished surface of the office side of corridors and other permanent walls; to the center of partitions that separate the office from adjoining usable areas; and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns or projections necessary to the building.

The State shall have full access to and use of all common areas of the building including, but not limited to elevators, lobbies, stairwells and restrooms.

WINDOW COVERING

Interior relites and all outside windows that provide visibility into the lease space from any areas outside of the lease space or outside of the building, including common area corridors or other building occupants' lease space or operating areas, shall be equipped with State approved drapes, blinds, shades or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the tenant. Window coverings shall reduce glare and have an openness factor no greater than 3%, except north facing window coverings may have an openness factor up to 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level.

FLOOR COVERING

All floors shall be covered with carpet except for the floors in the break room, coffee areas, locker rooms, public and employee restrooms and other designated areas, which shall be resilient flooring or ceramic tile.

Carpet shall be commercial loop rated for heavy traffic. Carpet shall be new or used and shall have built-in static control (less than 3.5 KV) and shall be non-allergenic. Carpet shall be constructed of 100% branded type 6 or type 6.6 nylon with a minimum face weight of 18 ounces for carpet tile (22 ounces for broadloom) and a minimum yarn density of 6,500. Provide 1/12 gauge, multilevel/textured patterned loop carpet tile or broadloom carpet with a high-performance backing in high traffic areas. Resilient flooring shall be new, commercial quality, homogeneous sheeting or tile. Restroom floors shall be homogenous resilient sheet flooring with welded seams or ceramic tile. Resilient flooring, if previously used, shall be free of holes, defects, stains and excessive wear. Offerors shall provide the Contracting Officer a minimum of five (5) color choices, for the State's final color selection.

Grating, runners, rubber finger mats or other aggressive entry matting systems must be installed and regularly maintained at the front entrance to the building and the State's leased space to minimize tracking dirt, snow or ice into the space.

FLOOR LOAD

All floors shall be capable of supporting loads in conformance with current building codes for specific occupancy and intended use. The minimum design load for general office occupancy shall be fifty (50) lbs. per square foot live load and twenty (20) lbs. per square foot dead load, unless current building codes set a higher minimum. Floors used for purposes other than general office space such as storage, high density files, or other non-office occupancy shall be analyzed by an Alaska registered engineer and space shall be occupied only after the engineer certifies in writing that the existing floor system can support the proposed layout with actual weights.

ACOUSTICAL REQUIREMENTS

Acoustical separation and absorptive properties must be sufficient to permit work to occur simultaneously in conferences, waiting rooms, and offices. It is the Offeror's responsibility to furnish appropriate constructions and details to meet the acoustical criteria set forth in this section. Background noise due to building equipment operation shall be limited to a maximum Noise Criteria (NC) level of 40 in public areas, open plan offices and circulation spaces and NC 35 in office areas.

Offices and similar space shall be furnished with acoustic ceiling tiles, panels or other sound absorption material. The Reverberation Time (RT) in public areas and open office areas shall not exceed 1.2 seconds between 500-2000 Hz.

PARTITIONS

The following minimum Sound Transmission Class (STC) or Noise Insulation Class (NIC) rates for partitions apply unless they are specifically modified elsewhere in this document.

- | | | |
|--|--------|--------|
| • Private offices and other rooms | STC 49 | NIC 42 |
| • Suite separation walls, conference rooms, special offices, and restrooms | STC 52 | NIC 45 |
| • Highly sensitive specialty rooms, confidential rooms | STC 55 | NIC 47 |

Providing a partition with the listed STC rating is acceptable, as is meeting the equivalent NIC rating between spaces as proven via field testing. If NIC field testing is used to achieve compliance, a sound masking system may be utilized as part of the solution in achieving the minimum NIC rating.

Sound rated walls or partitions with a sound rating of STC 40 or higher shall extend full-height to the deck above, or shall intersect with a gypsum board ceiling with an equivalent STC rating. Sound-rated walls shall be insulated using fiberglass batt insulation, shredded cellulose, mineral wool or similar filler. Standard doors shall be solid core and gasketed. For walls specified to achieve an STC rating of 50 or greater, corresponding doors shall have a minimum STC rating of 30. For all sound-rated walls, all penetrations, outlets boxes and perimeter conditions shall be caulked airtight with acoustic sealant to maintain the specified sound ratings. Details may be found in the Sound Control chapter of the Gypsum Association Fire Resistant Design Manual, publication GA-600-2015.

Unless otherwise specified, all partitions without a sound rating shall be floor to ceiling, flush type. All walls and partitions shall be drywall construction with a smooth finish and paint as indicated below.

SIGNS

The Lessor shall provide and erect/affix adequate signage to identify the State's presence and to easily direct the public to the State's space. In addition, signage shall meet all locally adopted regulations and codes including ADA Standards. Signs shall be approved by the State and provided and erected at no cost as follows:

- In all building entrances, public or common lobbies, hallways, and elevator lobbies.
- On all doors or walls at entrances to the State's leased spaces.
- Parking (State and Visitors)
- Building exterior

The State reserves the right to affix additional door or wall signs, at the State's cost, within its leased space to further identify room names and/or numbers.

DRINKING WATER

Drinking water shall be provided by public drinking fountains at a central location on each floor. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to insure water is available at all times. Lessor must meet all ADA and building code requirements relating to drinking fountains and access to drinking water.

PUBLIC RESTROOMS

Separate facilities for men and women shall be provided on each floor in compliance with all applicable codes, including ADA Standards. If the restrooms are not located within the State's exclusive lease space, the restrooms must be within 150 feet of the entrance to the State's exclusive lease space with access via climatized, common area corridors. Access to the restrooms shall not require ingress or egress through other building occupants' operational areas or leased space. If the public restrooms are located within the leased space, access to the restrooms shall not require ingress or egress through employee work areas. Each toilet room shall have: a privacy arrangement; hot and cold running water; mirrors; soap; sanitary tissue seat covers and paper towel dispensers; feminine hygiene product disposals in the women's restrooms; diaper changing table; deodorizers, hand sanitizer located at the restroom exit; and appropriate ventilation.

ELECTRICAL REQUIREMENTS

Power Distribution: The power distribution system serving the leased space shall include distribution equipment to provide 120 volt single phase, and 208 volt or 240 volt single phase power. Receptacle loads, branch circuits, panel boards and feeder loads shall be less than 50% of the associated circuit breaker rating. Loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.

Lighting: Lighting fixtures shall be provided that meet the National Energy Policy Act and produce well- diffused illumination. Lighting shall meet the guidelines and lighting levels established in The Lighting Handbook, 10th Edition, published by the Illuminating Engineering Society (IES). Lighting shall be provided that meets the guidelines without reliance on task and furniture/workstation lighting provided by the tenant. Compliance with the guidelines shall be certified by an Alaska registered professional engineer.

All lamps shall be consistent throughout space with regards to color temperature, quality, and type. A maintenance program shall be conducted to maintain this consistency.

All fixtures shall be cleaned, with lamps and lenses replaced prior to occupancy to be in like-new condition.

Switching: Individual switching shall be provided for each room or area. Switches shall be located inside the lighted space, adjacent to the entry, accessible with doors open or

closed. In lieu of or in addition to above, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. Provide three- or four-way switching, as appropriate, in corridors and large rooms with more than one entry.

Electrical Outlets: Unless otherwise specified, office and similar type workspace shall be provided with not less than one (1) duplex outlet on every eight (8) linear feet of wall space and one (1) duplex outlet on every wall less than eight (8) linear feet.

In toilet rooms provide a minimum of one (1) duplex receptacle with ground fault protection above counter, adjacent to sink or mirror, and a minimum of one (1) general use receptacle.

All State's system's furniture shall be provided with required power and data telecommunications at each work site.

Documentation: The Lessor shall post an up to date floor plan at each circuit breaker panel with labeling to correspond to individual circuit breaker labels.

OPERATING CONDITIONS

Telecom Rooms shall support electronic equipment designed for office environments and shall maintain continuous operation of such equipment under ambient environment conditions of between 64 degrees F and 75 degrees F. Relative humidity shall be maintained between 30% and 55%, non-condensing. Cooling and humidification/de-humidification to maintain such an environment shall be provided in each Telecom Room. Cooling and humidification/de-humidification to maintain such an environment shall be provided in each Telecom Room, all cooling and humidification/de-humidification equipment required for this room shall not be installed directly above the equipment rack.

MECHANICAL

HEATING AND COOLING

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees unless otherwise noted in the CONFIGURATION section. The temperature shall be maintained throughout all areas.

If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one (1) working day, the Lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than ten (10) consecutive working days, the Lessor will, no later than the eleventh (11th) working day, initiate a diligent effort to rectify the deficiency and forward

a detailed schedule to the State.

If after thirty (30) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the Lessor in default in accordance with the provisions of this RFP, and seek other space.

"Working days" for the purposes of this section is defined as days normally scheduled by the State as open for the conduct of State business.

If entry to an occupied space is directly from the building exterior, a large heated vestibule shall be provided. The vestibule shall be configured to prevent direct blasts of cold air from reaching occupants and complaint with the 2010 ADA Standards.

VENTILATION

All occupied areas of the building shall be provided with a ventilation system with minimum outdoor airflow rates and exhaust airflow rates in accordance with the latest adopted edition of the International Mechanical Code, as amended by the Authority having jurisdiction. For compliance with minimum outdoor airflow rate requirements, natural ventilation will not be considered.

Minimum outside airflow rates shall be measured and able to be monitored by State.

The Lessor shall provide the services of a qualified licensed mechanical engineer to determine ventilation rates required by the planned occupancy arrangements and provide the services of a qualified testing and balancing contractor that is National Environmental Balancing Bureau (NEBB) certified, to balance the ventilation system to meet the required ventilation rates.

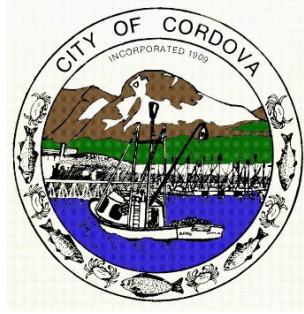
ENVIRONMENTAL & LIFE / SAFETY

Lessor agrees to provide a space free from all environmental and life / safety hazards. Lessor agrees that the premises will be in compliance with applicable health and safety standards set forth by OSHA, EPA, and the CDC,

If at any time throughout the tenancy of the lease, an environmental, health, or safety hazard is identified, the State will provide written notice to the Lessor. The Lessor agrees to take corrective action to investigate, test and remedy the identified hazard within five (5) business days. If the reported hazard cannot be corrected within five (5) days, the lessor shall within the same five (5) days provide the State with a written plan and timeline for correcting the hazard. If after the sixth (6th) working day the Lessor has not corrected the hazard or provided a plan and reasonable timeframe for remediation, the State reserves the right to obtain competent workers to remediate the hazard. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor is required to certify that there is no asbestos containing material (ACM) in the building and no presumed asbestos containing material (PACM) in the building. If the lessor is unable to certify that there is no ACM in the building and no presumed PACM in the building, the lessor must take the necessary steps to identify the existence, location(s) of the ACM and PACM, and provide a copy of the lessor's asbestos management plan for the building daily maintenance and operations.

DRAFT



AGENDA ITEM # 17
City Council Meeting Date: 07/16/2025
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday July 16, 2025

ITEM: Resolution 07-25-19 - Lease Agreement for the Chamber of Commerce

NEXT STEP: City Council Decision on the Resolution

☐ INFORMATION
☐ MOTION

☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions:	City Council Decision on Resolution
Method Applicant:	Cordova Chamber of Commerce
Legal Description:	Lot 3 & 4, Block 8, Original Townsite
Area:	Approximately 5,000 Square Foot Parcel
Zoning:	Central Business District

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to approve Resolution 07-25-19.”

III. FISCAL IMPACTS: The property is provided to the Chamber at no cost per the current City Council policy. This new proposed lease allows for the Council to continue this policy while also allowing for the Council to have the flexibility needed to reduce City contributions if future budget funding is not allocated.

IV. BACKGROUND INFORMATION: November 1, 1998, the Cordova Chamber of Commerce entered into a lease with the City of Cordova for Lots 3, 4, & 5, Block 8, Original Townsite, USS 449 also known as 404 First Street. In the agreement of 2014, the lot 5 (the parking lot area) was removed from the lease. The lease has always had an agreement to what the Chamber will provide themselves in terms of utilities and maintenance and what the City will provide for the Chamber.

February 14, 2024, The City Manager brought before the City Council the newly drafted memorandum of understanding (MOU) between the City and the Chamber. This MOU outlines the activities that the Chamber will complete and be responsible for and the activities that the City will complete and be

responsible for. There are to be quarterly reports from the Chamber to the City that outline their marketing efforts. There is also an annual review at the end of the third quarter. After this review the agreement may be amended or terminated as necessary by mutual consent of both parties. Each year both parties will construct a list of written deliverables to update and strategize for the following year. They will seek City Council's approval concluding the annual review of the MOU and it's yearly deliverables during Council's discussion of budget season.

After many Council conversation Staff made some changes to the 2025 lease to reflect the conversation and the intent of the Council. In-Kind-Funds are given by the Council at their discretion and with the current budget constraints the Council is having to make cuts to the budget as needed when needed. The City cannot be bound by a lease to pay costs either in-kind or directly based on unknown future budgets. This lease reflects the uncertainty of the future budget funding. While the proposed lease is in substantially the same form as previous lease iterations, the main update is to clarify that the City will cover certain expenses as in-kind contributions (rent, utilities, etc.) when the City Council determines it is appropriate, it also allows for the city to place those costs back onto the lessee when necessary such as budget constraints or other changes in city policies and community needs and desires.

V. LEGAL ISSUES: Legal review of the lease agreement by the City's legal counsel will be conducted before the lease is signed. It is now before City Council for final approval.

VI. SUMMARY AND ALTERNATIVES: City Council could choose to approve or not approve the Lease Agreement, direct Staff to amend the agreement, or choose not to dispose of the property.

VII. ATTACHMENTS:

- A. Lease Agreement
- B. Memorandum of Understanding (MOU)
- C. Resolution 07-25-19

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-25-19**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE BY LEASE OF LOTS 3 & 4, BLOCK 8, ORIGINAL
TOWNSITE TO THE CORDOVA CHAMBER OF COMMERCE**

WHEREAS, The Cordova Chamber of Commerce submitted a letter of interest to lease Lots 3 & 4, Block 8, Original Townsite (“Property”) from the City of Cordova (“City”); and

WHEREAS, The City Council Authorized the City Manager to negotiate a Lease Agreement with The Cordova Chamber of Commerce; and

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

WHEREAS, The City Council has determined that the lease of the property to The Cordova Chamber of Commerce 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 The Cordova Chamber of Commerce. The form and content of 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 JULY 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** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **CORDOVA CHAMBER OF COMMERCE**, an Alaska nonprofit corporation ("Tenant").

RECITALS

WHEREAS, City owns that certain parcel of land and all improvements thereon in Cordova, Alaska described as Lots 3 and 4, Block 8, Original Townsite, Plat 1-11, Cordova Recording District, Third Judicial District, State of Alaska ("Premises"); and

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

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

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be five (5) years, commencing on **January 1st, 2025** ("Commencement Date") and expiring on **December 31, 2029**, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. Tenant recognizes the rent during the term of this Lease is valued at Thirty Thousand Two Hundred Ninety Nine Dollars Two Cents (\$30,299.02) annually ("Base Rent"). Unless funds are specifically obligated by the Cordova City Council on an annual basis, Tenant shall be responsible for paying Base Rent. All other 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, Tenant unless funds are otherwise obligated by the Cordova City Council.

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant 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 sales tax, which shall be paid by Tenant at the same time Tenant makes its payment of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

Without limiting in any way Tenant'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 Tenant to 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 Tenant.

C. 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.

D. Late Penalty Provision. Rent not paid within ten (10) days after 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.

E. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to two months' rent (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) remaining on the Premises beyond termination of the Lease.

The City may 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 after Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to the day-to-day operations of the Cordova Chamber of Commerce which will also include but not be limited to major community events, such as the Iceworm Festival, Shorebird Festival, the Fourth of July Celebration, Copper River Salmon Jam, Cordova Fungus Festival, and the Christmas Kickoff. The Premises shall not, without prior written consent of the City, be used for any other purposes than that of operational business uses of the Cordova Chamber of Commerce. Tenant shall staff the Premises with Tenant personnel or volunteers on the following schedule:

- (i) Five (5) days during each week, excluding December 13 through January 13, at a minimum of four (4) hours per day.
- (ii) Weekends during major community events (such as Iceworm Festival, Shorebird Festival, Fourth of July Celebration, Copper River Salmon Jam, Cordova Fungus Festival), hours scheduled as needed.

If the event is occurring away from the Premises, then Tenant will leave clear signage on the Premises regarding how to find the event and how to contact Cordova Chamber of Commerce personnel via phone, email, and in person while the events are occurring.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times 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.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant 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 Tenant'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. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant 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 Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. 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.

E. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant.

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

5. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant is not delinquent in the payment of any obligation to the City, and Tenant 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

Tenant 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

A. Tenant shall, at Tenant's sole cost and expense, be solely responsible for (i) electric utility service to the Premises; (ii) telephone, facsimile and Internet service to the Premises; (iii) regular cleaning of the public

restrooms on the Premises either by Tenant personnel, volunteers, or outside contractors; (iv) cleaning supplies for the interior of the Premises; (v) minor maintenance items (painting, minor repairs, etc. unrelated to the furnace) not to exceed \$500.00 per calendar year; (vi) removal of snow from the access ramp leading to the Premises.

B. Unless funds are specifically obligated by the Cordova City Council on an annual basis, Tenant shall be responsible for the cost and expenses, and be responsible for (i) heating fuel for the Premises; and (ii) sewer, water and trash collection service to the Premises.

C. City shall, at City's sole cost and expense, be solely responsible for (i) maintenance and repair of the furnace in the Premises; (ii) major maintenance or repair to the building on the Premises; (iii) routine maintenance and snow removal for the parking area on the Premises; (iv) insurance, (fire/liability) on the Premises as for other City-owned structures; and (v) building security for the Premises as for other City-owned buildings.

8. LIENS

Tenant 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, Tenant will ensure that the notice is maintained in a conspicuous place.

9. INDEMNIFICATION

A. **General Indemnification.** Tenant 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 Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant'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, Tenant shall, at Tenant'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.** Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant 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, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees 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. Tenant 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 Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant 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 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 Tenant 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 hereafter 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. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant 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 Tenant 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 Tenant's sole expense, and Tenant 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 Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

11. DEFAULT AND REMEDIES

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

- (i) The failure to make payment when due of any installment of Base Rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;
- (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 Tenant's expense, all without service of notice or resort to legal process, which Tenant 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 Tenant's default. If Tenant 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;

(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 Tenant;

(v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;

(vi) Recover the costs of performing any duty of Tenant in this Lease;

(vii) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

12. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the Premises, nor for any injury caused thereby to the property of the Tenant or any sublessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

13. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant 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, Tenant 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 Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

14. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant 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 Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

15. 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 Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

16. HOLDING OVER

If Tenant 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 Tenant 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 § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 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 Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

17. 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 abated 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.

18. COSTS

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

19. 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 Tenant.

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 Tenant 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 Tenant other than the relationship of tenant and landlord.

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:

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

TO TENANT:

**Cordova Chamber of Commerce
P.O. Box 99
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 effect 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. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

J. 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.

K. 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 Tenant.

L. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 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.

M. 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.

N. Authority. Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

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.

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 Tenant as both City and Tenant 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, Tenant agrees that Tenant 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.

CITY:

CITY OF CORDOVA

Dated: _____

By: _____

Its: City Manager

Attest: _____

City Clerk

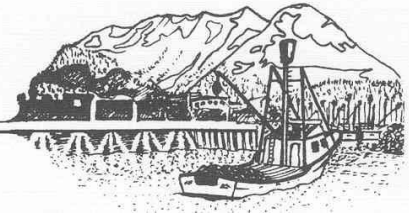
TENANT:

CORDOVA CHAMBER OF COMMERCE

Dated: _____

By: _____

Its: Executive Director



MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CORDOVA AND THE CORDOVA CHAMBER OF COMMERCE

The Cordova Chamber of Commerce, hereinafter referred to as the Chamber, and the City of Cordova, hereinafter referred to as the City, enter into this cooperative agreement. In 2015, the Cordova Center Marketing Executive Plan was created. The contents of this MOU are a reflection and directly aligned with the purpose and intent of that document.

The City, as owner and facility manager, maintains the Cordova Center in which events are held; and provides staff and funds for the management and services related to event functions within this building.

The Chamber's mission is to empower the business community and foster connections that elevate the quality of life in Cordova. As such, the Chamber conducts local and statewide marketing activities, supports local business growth, and facilitates delivery of local services to encourage economic development.

The City is providing the Chamber with \$20,000 of additional funding which is contingent upon meeting the expectations outlined in this agreement; to promote meetings, events, productions, and conferences at the Cordova Center.

It is mutually beneficial for the City and the Chamber to work cooperatively to ensure the success and economic viability of the Cordova Center.

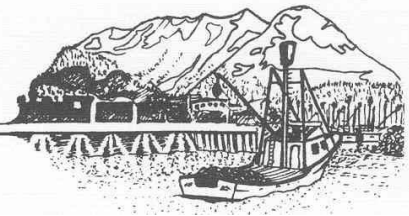
The parties mutually agree the expectations listed throughout this agreement are to be met and revisited annually.

I. Marketing & Promotion Strategy

a. Primary Goal: Increase the volume of event bookings at the Cordova Center.

b. Primary Objective – Targeted Markets:

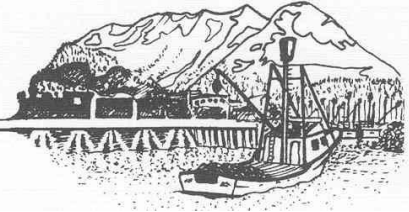
- i. Meetings & Conferences
- ii. Special Events
- iii. Productions & Performances



II. The parties therefore agree as follows:

a. The Chamber shall:

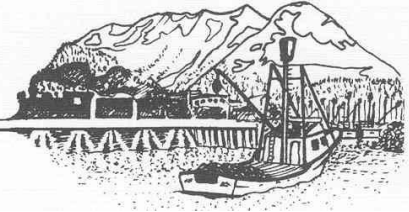
1. Discover new potential clientele and continue to develop existing relationships within the specified target markets
2. Provide the City with quarterly reports that outline the Chamber's marketing efforts for the Cordova Center. The report should be a concise summary of the actions employed by the Chamber during the quarter to reach the target markets outlined below:
 - a. Local residents and community groups
 - b. State/government organizations that host periodic events throughout the state
 - c. Non-profit organizations, mostly those with branches in Cordova
 - d. Event planners that target Alaska as an event destination
 - e. Weddings, Religious Events, Cultural Celebrations, etc.
3. Collaborate with the City, aiding and providing media material related to the Cordova Center to produce informational and promotional brochures.
4. Work with Chamber membership to define ancillary services needed to support conferences; and strategies to support further development and successful delivery of these services such as lodging, transportation, food service, in-meeting entertainment, recreational activity options, post-meeting tours, and any other applicable resources.
5. Supply the City with quarterly updated brochure files created by the Chamber and obtained from Chamber member businesses that contain the latest and most precise information on the service categories listed above (such as lodging, food, transportation, etc.)
6. Collaborate with the City to create clear, accessible, and accurate information on the Chamber website regarding the Cordova Center.
7. Send all referrals for meetings and conferences, special events, and productions and performances to the Cordova Center Coordinator.
8. Provide destination-driven planning support to any events using ancillary services



b. The City Shall

1. The Cordova Center Coordinator will make all Cordova Center bookings.
2. Collaborate with the Chamber, aiding and providing Cordova Center media material that is needed to produce informational and promotional brochures about the Cordova Center.
3. Provide and maintain the Cordova Center.
4. Cordova Center Coordinator will provide the Chamber Executive Director's contact to any event in need of lodging, transportation, catering or food service, tours, activities, shopping, or other ancillary services.
5. Provide and maintain appropriate facility liability insurance relative to non-city client events and conferences.
6. Provide staff to coordinate, support and manage conference activities within the facility including an on-site facility use manager; functions including set-up/take down, security, and housekeeping; and equipment such as tables, chairs, linens, table settings, lighting, and AV first-aid kits.
7. Establish and maintain the standards for businesses seeking to provide services within the facility.
8. Maintain regular and consistent communication to keep the Chamber informed about booking capacities.
9. Maintain a modern website for the Cordova Center.

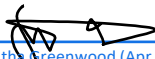
CITY OF CORDOVA



III. The parties mutually agree that:

- a. An annual review will be scheduled and conducted at the end of the third quarter. Following an annual review by both parties, this agreement may be amended or terminated as necessary by mutual consent of both parties.
- b. Each year both parties will construct a list of written deliverables to update and strategize for the following year. This sheet is to be signed and attached every year to the MOU.
- c. They will seek City Council's approval concluding the annual review of MOU and its yearly deliverables during Council's discussion of budget season.

City Manager

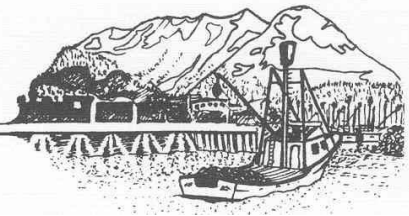

Samantha Greenwood (Apr 25, 2024 11:38 AKDT)

Executive Director

Cathy Renfeldt
Cathy Renfeldt (Apr 25, 2024 12:00 AKDT)
(Chamber of Commerce)

Cordova Center Coordinator

Megan Anderson



2024 DELIVERABLES

- City of Cordova:
 - Develop a fillable webform requiring event registrations to select where they heard about the Cordova Center; and who, if specified
 - To start collecting tangible data about marketing strategies
 - Reconstruct webpage to create a more interactive structured page with most accurate information
 - Research the feasibility of an online calendar
 - Allowing potential clients to access Cordova Center schedule
 - Collaborate in the development of brochures and discuss the feasibility of re-developing professional brochures and video marketing
 - Construct an exit survey to provide to bigger events
 - Questions specific toward operations of Cordova Center and coordination of ancillary services
- Cordova Chamber of Commerce:
 - Restructure the placement of the Cordova Center on the Chamber webpage
 - Create visibility and direct Cordova Center Content
 - Include direct links to the Cordova Center webpage and Cordova Center Reservation Contract
 - Collaborate in the development of brochures and discuss the feasibility of re-developing professional brochures and video marketing
 - Create a lodging brochure with a QR Code
 - Publish targeted media about the Cordova Center through Cordova Chamber and Visit Cordova social channels.
 - Promote the Cordova Center as a meeting venue via local and statewide promotional vehicles with which the Chamber has relationships.

City Manager


Samantha Greenwood (Apr 25, 2024 11:38 AKDT)

Executive Director

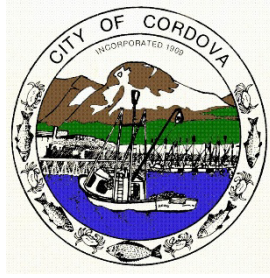
Cathy Renfeldt

Cathy Renfeldt (Apr 25, 2024 12:00 AKDT)

(Chamber of Commerce)

Cordova Center Coordinator

Megan Anderson



AGENDA ITEM 18
City Council Meeting Date: 7/16/25
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, Public Works Director
DATE: 7/11/25
ITEM: Resolution 07-25-20 - Award of Sole Source Contract for Refuse Dumpster Repair
NEXT STEP: Council approval of a resolution authorizing the City Manager to negotiate the contract

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: To approve a sole source contract with Cummins to repair the 2019 Wittke Dumpster Truck.

7.10.150 - Sole source procurements.

A. The city may procure supplies, services, or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services, or construction that reasonably meet the city's requirements are available from only one vendor;
2. The supplies, services, or construction have a uniform price wherever purchased;
3. The supplies, services, or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors;
4. The price of the supplies, services, or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with Section 7.10.040.

This sole source request meets the requirements of 7.10.150(A)(1) above. Due to the nature of the repair, the ECU will need to be reset during the repair. This reset can only be done by entities with access to proprietary software. Cummins is one of two companies that we are aware of able to perform this work.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested motion “to approve Resolution 07-25-20, a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter

into a sole-source contract with Cummins to repair the 2019 Wittke Dumpster Truck”

III. FISCAL IMPACTS: The total for this contract is \$34,276.57 for parts, labor and travel. This amount includes two days of work that has already been done (week of July 7th) to get to this diagnosis.

The Refuse department currently has \$20,000 in its different budgeted repair line items that can be put towards this repair. This will leave an overage of roughly \$14,000. Year to date expenses show Refuse at roughly 45% of their controllable expenses. Year to date revenue is tracking to meet or exceed the 2025 budget. We anticipate that the \$14,000 deficit can be made up between expected revenue and controlling other budgeted expenses.

IV. BACKGROUND INFORMATION: The Refuse Division’s 2019 Wittke Dumpster Truck (Peterbilt Chassis with Cummins Engine, 59,181 miles, 5,288 Hours) has experienced a failure of the DEF / Exhaust system which has rendered the truck inoperable. This is one of two trucks used to empty commercial, industrial, and residential dumpsters and transport that refuse to the 17-Mile land fill.

In late June the subject dumpster truck was running normally. The following day it was suddenly barely running with close to zero power. It started and ran very rough, and the computer started producing various failure codes. The city mechanics inspected the vehicle and performed an initial diagnosis. It was determined that the codes were beyond a simple repair and required contacting Peterbilt and Cummins technicians for further assistance. Peterbilt had no travel techs available and could not provide a date for the next availability. Cummins was able to send a tech to perform further diagnostics.

Following the inspection by the Cummins tech it was found that a failure of the turbo waste gate, a part located inside of the exhaust system, had become stuck in the closed position and was only operating at a range from 6-13%. Normal operation would be from 0-100%. This caused extreme back pressure and soot build up in the exhaust and completely plugged the DPF and DOC filters in the exhaust system. It was explained to us by the Cummins tech that this is not a common failure and was unfortunately just a fluke accident.

The replacement and repair of those systems requires software resets during the repair process and during the recalibration process following the completion of the repair. The reset of that system can only be done by those with access to the proprietary software, which our understanding is that is limited to Peterbilt and Cummins.

Staff believes that the best option for the city is to contract with Cummins for the repair work. This repair is urgent as we currently are relying on our back up dumpster truck (2002 Wittke/Peterbilt) which has mechanical issues of its own. We are beginning to hit the peak of the busiest portion of the year for the Refuse Division and relying solely on the back up dumpster truck puts us in a situation where if it too failed, we would become backed up with refuse within a matter of days. Cummins has said that they can have a technician back in town once a contract is approved.

V. SUMMARY AND ALTERNATIVES: Council could choose not to approve entering into a sole source contract.

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-25-20**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH CUMMINS TO
REPAIR THE 2019 WITTKE DUMPSTER TRUCK**

WHEREAS, this is one of two trucks used to empty commercial, industrial, and residential dumpsters and transport that refuse to the 17-Mile land fill; and

WHEREAS, the Refuse Division is currently relying on twenty-three-year-old back up dumpster truck; and

WHEREAS, a timely repair of the 2019 dumpster truck is critical to ensuring that refuse can continue to be collected and transported to the land fill; and

WHEREAS, there being a lack of alternative timely options other than Cummins, and based on the nature of the repair requiring access to proprietary software; and

WHEREAS, City Council does hereby approve the following as required in Cordova Municipal Code Section 7.10.040 Council approval of contracts:

- A. Contractor: *Cummins*
- B. Contract price: *Not to Exceed \$34,276.57*
- C. Nature and quantity of the performance that the City shall receive:
Repair of the DEF / Exhaust System
- D. Time for performance: *July 2025*; and

WHEREAS, pursuant to Cordova Municipal Code Section 7.10.150 (A), the City Manager has determined in writing in the memo accompanying this resolution that it is in the best interest of the City to enter into a sole source contract, City Council agrees in approving this resolution that the city requirements are being met to enter into a sole contract with Cummins.

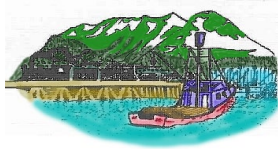
NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Cummins to repair the DEF / Exhaust System of the 2019 Wittke Dumpster Truck.

PASSED AND APPROVED THIS 16th DAY OF JULY 2025

ATTEST:

Kristin Smith, Mayor

Susan Bourgeois, CMC, City Clerk



City Council of the City of Cordova, Alaska

Pending Agenda

July 16, 2025 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda			initially put on or revisited
1)	Public Safety Resources - discussion		1/20/2021
2)	Ordinance change (Title 4) to ensure Council has a role in CBA approval process		9/6/2023
3)	Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23		9/6/2023
4)	City Code re: procurement, Manager spending limit trigger in a code provision		4/19/2023
5)	Discuss/create a policy for established timeframes for review of City ongoing contracts		9/6/2023
6)	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)	Enterprise funds accounting procedures		11/6/2024
9)	Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223		12/4/2024
10)	Strategic review of City investments with Blake Phillips, ACPM (Blue Umbrella)		2/4/2025
11)	Fill projects - for shipyard, for businesses, potential locations		3/19/2025
12)	Per ordinance 1231 - Council to revisit \$3M in AMLIP to determine pay back scenarios to PF before 12/31/25		5/21/2025
13)	Council to consider changes to conditional use permits for marijuana establishments as in 18.60.080		6/4/2025
B. Resolutions, Ordinances, other items that have been referred to staff or may need to be revisited			date referred
1)	Res 12-18-36 re E-911, will be back when a plan has been made		12/19/2018
2)	Council to issue RFP for Breakwater Fill Lot - referred on 3/5/25 until new Council comes on		3/5/2025
3)	Tiny Wings dba Anchor Bar & Liquor Store - revisit liquor license w-ABC Board if it doesn't sell in 2025		6/4/2025
4)	Res 05-25-13 determining local school funding, subject to modification before approval of City FY26 budget		6/4/2025
C. Upcoming Meetings, agenda items and/or events: with specific dates			
1)	Capital Priorities List, <u>Resolution 12-24-39</u> , is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action		
2)	Staff quarterly reports will be in the following packets:		
	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 Sept (prior to budget) - next Sept 2026		
5)	Manager's evaluation - each year in Sept (prior to budget) - next Sept 2026		
6)	In May each year City will provide public outreach regarding beginning of bear season	photo by Wendy Ranney	
7)	Each year in May or 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)		
D. Council adds items to Pending Agenda in this way:			
	item for action	tasking which staff: Manager/Clerk?	proposed date
1)	...		
2)	...		
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
July 16, 2025 Regular Council Meeting

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

1) Cordova Fisheries Committee:

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

committee appointed 3/5/25

previous meetings:

next meeting date:

1- Kory Blake

2- Rod Jensen

3- Kelsey Hayden

3/13/25, 5/8/25

9/11/2025

4- Trae Lohse

5- Tyler Dillon

6- Jerry McCune

7- John Williams

2) Cordova Trails Committee:

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

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

1-Elizabeth Senear

3-Dave Zastrow

5-Stormy Haught

2-Toni Godes

4-Ryan Schuetze

6-Michelle Hahn

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

1) Prince William Sound Regional Citizens Advisory Council

David Janka

appointed March 2024

2 year term until May 2026

2) Prince William Sound Aquaculture Corporation Board of Directors

Tommy Sheridan

appointed June 2024

3 year term until Oct 2027

3) Alaska Mariculture Alliance

Sean Den Adel

appointed March 2024

no specific term

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

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

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

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

Port and Harbor

North Harbor Efficiency and Safety

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

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

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

Waste Oil Equipment /Maintenance Building

Shipyard Expansion

Three-Stage Dock

Public Works

Water Infrastructure

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

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

Upgrade pump stations and equipment

Feasibility study for water service and fire protection (hydrants) to outlying areas

Replacement and relocation of Morpac tank

Water Equipment

Vac truck

Backhoe

Sewer Infrastructure

Replacement/upgrade of wastewater plant and SCADA

Replacement/upgrade of all lift stations

Replacement of force main in Odiak Slough

Upgrade pipe infrastructure

Sewer Equipment

Dump truck

Backhoe

Streets Infrastructure

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

Lake Ave. hillside

Evaluation of existing storm drain systems

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

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

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

Public Safety

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

Parks and Recreation

- Pool Infrastructure Code and ADA Compliance
 - Door and siding replacements and CMU joint repairs
 - Replace pool cover
 - Replace pool roof
 - Replace/upgrade HVAC and ventilation system
 - Replace electrical distribution system
 - ADA compliance and parking area re-grade
- Bidarki Recreation Center
 - Renovate and add ADA access
 - Structural repair
 - Code and ADA compliance
 - Facility improvements
- Eyak Lake Skater's Cabin
 - Demolish and replace
- Parks
 - Playground renovations
 - Replacement of playground equipment at Noel Pallas Children's Memorial Playground
- Upgrade Restrooms/Buildings/Structures
 - Ballfield/Cordova Municipal Park Restroom/Concession Stand – code and ADA compliance
 - Fleming Spit restroom replacement
 - Odiak Pond boardwalk and gazebo – code and ADA compliance
 - Odiak Camper Park restrooms/facility improvements – code and ADA compliance.

Parks maintenance shop facility improvements – code compliance
Ski Hill Improvements

Land Development

Housing
Improve existing unimproved ROW's
Cold storage
Harbor basin expansion

and;

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

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

PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024










David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

July 2025

CALENDAR MONTH **JULY**
CALENDAR YEAR **2025**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4  City Hall Closed July 4th Holiday	5
			7:00 Council reg mtg CCAB			
6	7	8	9 5pm Meet & Greet with US Navy CCAB	10	11	12
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
13  Jumbled Doubles Tourney	14 	Cordova 4H Music Camp July 14-19			18 	19 
		5:30 CTC Board Meeting CCER	6:00 Council work session 7:00 Council reg mtg CCAB			
20	21 in Cdv 7/21 8am-3pm 	22	23	24 12:00 Hosp Svc Bd HCR	25	26
			6:00 CEC Board Mtg CCER			
27	28	29	30 CHS XCountry Practice starts 	31	1	2
		6:00 P&R CCM				
3	4	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

August 2025

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

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

6:30 P&Z CCAB

7:00 Council reg mtg CCAB

6:00 Harbor Cms CCAB
7:00 Sch Bd HSL

CSD school year starts

FIRST DAY
OF SCHOOL

5:30 CTC Board Meeting CCER

7:00 Council reg mtg CCAB

12:00 Hosp
Svc Bd HCR

6:00 P&R CCM

6:00 CEC Board Mtg CCER

Ski Hill Gutbuster Run/V



Mixed
Doubles
Tourney

UnCruise
ADVENTURES

UnCruise
ADVENTURES

Legend:
CCAB-Community Rms A&B
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P&Z - 2nd Tues
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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: 3 years	Kristin Smith Mayor@cityofcordova.net	March 4, 2025	March-28
Council members:			
3 years	Debra Adams CouncilSeatA@cityofcordova.net	March 4, 2025	March-28
3 years	Cathy Sherman CouncilSeatB@cityofcordova.net	March 7, 2023 March 3, 2020	March-26
3 years	Kasey Kinsman, Vice Mayor CouncilSeatC@cityofcordova.net	March 7, 2023	March-26
3 years	Wendy Ranney CouncilSeatD@cityofcordova.net	March 5, 2024 July 5, 2023	March-27
		elected by cncl	
3 years	David Zastrow CouncilSeatE@cityofcordova.net	March 5, 2024	March-27
3 years	Aaron Hansen CouncilSeatF@cityofcordova.net	March 4, 2025	March-28
3 years	Mike Mickelson CouncilSeatG@cityofcordova.net	March 4, 2025	March-28

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

(updated 7-3-25)

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 CCMCBoardSeatE@cdvcmc.com	March 7, 2023 March 3, 2020		March-26
3 years	Diane Ujioka CCMCBoardSeatC@cdvcmc.com	March 5, 2024 December 19, 2023	elected by board	March-27
3 years	Ann Linville, Chair CCMCBoardSeatA@cdvcmc.com	March 4, 2025 March 1, 2022		March-28
3 years	Shelly Kocan CCMCBoardSeatB@cdvcmc.com	March 5, 2024 July 25, 2024	elected by board	March-28
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 5, 2024 March 2, 2021		March-27

Library Board - Appointed

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

Planning Commission - Appointed

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

seat up for re-election in Mar '26

vacant

board/commission chair

seat up for re-appt in Nov '25

(updated 7-3-25)

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Ryan Schuetze	Dec '23	November-26
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Garrett Collins	Dec '23	November-26
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	Hein Kruithof	Dec '23	November-26

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kelsey Hayden	Dec '24	November-27
3 years	Henk Kruithof	Nov '19, Dec '22	November-25
3 years	Danny Carpenter	Jul '25	November-27
3 years	Kara Rodrigues	Dec '23	November-26
3 years	Gabrielle Brown	Jan '25	November-25
3 years	Jim Fritsch	June '25	November-28
3 years	Erin Cole	May '24	November-26

Historic Preservation Commission - Appointed

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

seat up for re-election in Mar '26

vacant

board/commission chair

seat up for re-appt in Nov '25

(updated 7-3-25)