

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
November 19, 2025 @ 7:00pm
Cordova Center Comm Rooms
Agenda**

A. Call to order

B. 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: CRWP, Eyak Lake Weir Replacement Project, **Amy Scudder and Kate Morse**..... (page 1)
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. Ordinance 1236..... (page 24)

An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase and sale agreement with Cordova Electric Cooperative Inc., for an approximately 2.14-acre portion of ATS 220 – 2nd reading

5. Minutes:

- a. Minutes of the Council Public Hearing of November 5, 2025..... (page 39)

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

6. Mayor's Report..... (page 40)
7. City Manager's Report
8. City Clerk's Report

K. Correspondence

9. City Council correspondence primer: correspondence policies & procedures..... (page 42)
 - a. 10-29-25 T. Carte email expressing support for Cordova Chamber..... (page 43)
 - b. 10-29-25 L. Stavig email expressing support for Cordova Chamber..... (page 44)
 - c. 11-05-25 C. Renfeldt email about Cordova Chamber request in budget..... (page 45)
 - d. 11-05-25 M. Bishop letter regarding breakwater fill lot read at Council meeting..... (page 48)
 - e. 11-12-25 A. Low email expressing support for Cordova Chamber..... (page 49)

L. Ordinances and Resolutions

- 10. Ordinance 1237..... (roll call vote)(page 50)**
An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase and sale agreement with Diana Riedel & Kiley Burton for Lot 4A, Block 3, USS 3345
– 1st reading

M. Unfinished Business - none

N. New & Miscellaneous Business

- 11. Council action on disposal and method of disposal for a portion of Lot 3..... (voice vote)(page 74)**
Block 7A Tidewater Development Park (Old Sea Grant Bldg.)
- 12. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 78)**

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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COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

MEMORANDUM

TO: City of Cordova Mayor and City Council

FROM: Copper River Watershed Project

DATE: November 10, 2025

SUBJECT: Eyak Lake Weir Replacement Project – Summary, Ownership, and Next Steps

Dear Mayor and Council Members,

On behalf of the Copper River Watershed Project (CRWP), thank you for your continued time and engagement in the Eyak Lake Weir Replacement Project. We appreciate your partnership and commitment to the long-term stewardship of this important community and watershed asset. CRWP is currently under contract with Granite Construction for the project. Due to unforeseen federal funding delays in 2025, active construction is now expected to occur during the winter of 2026–2027, following completion of permit review timelines and agency approvals. The intent of our presentation this week is to focus on the City of Cordova’s assumption of ownership of the new weir structure upon final project completion.

Attached is a one-page summary of the Eyak Lake Weir Maintenance and Operations Manual. This summary provides a concise overview of the new structure’s design, which is intentionally engineered as a no-to-low-cost, low-maintenance system. The new weir has no operable elements and is designed to function passively, requiring only brief annual visual “walk-through and photo” inspections, estimated to take approximately two hours of City staff time each year.

Currently, CRWP, the City of Cordova, and the Alaska Department of Transportation & Public Facilities (AKDOT&PF) are actively finalizing a Memorandum of Agreement (MOA) between all parties (a draft version is included for your review). Discussions over the last years have resolved that the City of Cordova will assume ownership of the newly built Eyak Lake Outlet Structure only upon final completion. Final completion is specified within the contract between CRWP and Granite. It represents the point at which the structure has been constructed, inspected, and formally accepted as meeting all design, performance, and permitting requirements. To date, the City’s participation, and therefore its costs, have been limited to personnel time spent reviewing and commenting on the Maintenance and Operations Manual, attending coordination meetings, and contributing to the MOA drafting process.

The goal of tonight’s discussion is to provide the City Council with an overview of the project’s current status, schedule, and responsibilities, and to allow time for questions and discussion with the Copper River Watershed Project and DOWL, the project’s design engineers. Most importantly, this meeting is intended to support the City Council’s consideration and passage of a resolution affirming that the City of Cordova will assume ownership of the completed Eyak Lake Outlet Structure upon final project completion, as outlined in the contract between CRWP and Granite Construction.

This resolution is a critical component in advancing the permitting process. Several agencies require documentation of future ownership and maintenance responsibility before issuing final construction permits. CRWP will provide updates during the presentation on the status of the permitting process and expected timelines moving forward.

City Council members are also invited to review all current project information, including the full design documents, permits, and related materials, available at the CRWP's internal project page:

<https://copperriver.org/eyak-lake-weir-project-page/>

Passcode: *weir*

Finally, we invite Council Members to join us for a public presentation and community update on November 20, 2025, at the Prince William Sound Science Center, where we will share a broader overview of the project's goals, timeline, and community benefits. Thank you again for your partnership, collaboration, and time in helping move this important community infrastructure project forward.

With appreciation,



Amy Scudder
Partnership Administrator
Copper River Watershed Project
907.982.3740 partnership@copperriver.org

Attachments:

1. Draft Memorandum of Agreement (City, CRWP, and AKDOT&PF)
2. Eyak Lake Weir Maintenance and Operations Summary (1 page)
3. Summary of Eyak Lake Weir ownership history, discussions, and presentations
4. Eyak Lake Weir Maintenance and Operations Manual (PDF)
5. Draft Resolution

DRAFT v.11.9.25

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC
FACILITIES
THE CITY OF CORDOVA, AND
THE COPPER RIVER WATERSHED PROJECT**

DATED: _____

This agreement is entered into by and between:

The City of Cordova (“City”), The Alaska Department of Transportation and Public Facilities (“AKDOT&PF”), and The Copper River Watershed Project (“CRWP”), for the purpose of defining the roles and responsibilities in the long-term operation, inspection, and ecological monitoring of the Eyak Lake Weir Outlet Structure, located at the outflow of Eyak Lake, within the City of Cordova, Alaska.

ARTICLE I. BACKGROUND AND OBJECTIVES

This agreement is entered into by and between the Alaska Department of Transportation and Public Facilities (AKDOT&PF), the City of Cordova (City), and Copper River Watershed Project (CRWP). This partnership is created to support the long-term commitment of the partners to maintenance, monitoring, and operations of the City of Cordova property, the Eyak Lake Weir Outlet Structure. Long-term maintenance is the responsibility of the City; inspection and structural evaluations are the responsibility of AKDOT&PF, with CRWP being responsible for habitat monitoring support as needed. CRWP facilitated the planning and construction of the Eyak Lake Weir Outlet Structure.

The CRWP is a nonprofit 501(c)3 organization, incorporated in 1998. The mission of the Copper River Watershed Project is to promote an intact, salmon-rich watershed and culturally diverse communities by forming partnerships for watershed-scale planning and project implementation. CRWP accomplishes this by participating in education programs, habitat restoration efforts, long-term monitoring programs, and other collaborative efforts.

The Alaska Department of Transportation and Public Facilities (AKDOT&PF) is the state agency responsible for the planning, design, construction, maintenance, and operation of Alaska’s transportation infrastructure, including highways, bridges, airports, and marine facilities. AKDOT&PF ensures that transportation systems remain safe, efficient, and resilient, particularly in remote and coastal regions where infrastructure interacts with sensitive aquatic

environments. As a key infrastructure oversight agency, AKDOT&PF provides technical support and inspection services for critical public structures, such as the Eyak Lake Weir, and contributes engineering expertise to ensure compliance with statewide standards.

The City of Cordova relies on the Eyak Lake Weir to maintain consistent water levels, enabling the lake to serve as a backup emergency water source for the community. As keeping this water source is vital to the community, the City of Cordova has agreed to assume ownership of the Eyak Lake Weir. As the owner of the weir, the City of Cordova is responsible for the long-term maintenance of the weir structure and all parts solely dedicated to maintaining consistent lake levels.

Eyak Lake Weir is a critical piece of hydrological infrastructure located at the outlet of Eyak Lake, where the lake drains into Eyak River and ultimately into Orca Inlet near the City of Cordova, Alaska. The weir regulates lake levels to protect adjacent infrastructure, provides passage for anadromous fish species, and mitigates flood risk during storm events and seasonal transitions. The proposed improvements to the Eyak Lake Weir and associated fish passage structures are designed to restore ecological connectivity, increase resilience to storm events, improve water quality outcomes in this critical anadromous system, and maintain the lake as a water source for the community..

Eyak Lake and its outlet support regionally significant runs of coho salmon (*Oncorhynchus kisutch*), sockeye salmon (*Oncorhynchus nerka*), and Dolly Varden (*Salvelinus malma*), as well as other native species. These populations are critical to subsistence users, the local fishing economy, and the ecological integrity of the Copper River Delta. The weir also contributes to climate resilience and public safety by maintaining a stable outflow during periods of high precipitation and snowmelt.

The replacement of the previous aging weir structure was facilitated by the Copper River Watershed Project (CRWP), which led to interagency coordination, grant administration, community engagement, and engineering oversight. The project was made possible through multi-agency funding, including:

- The Exxon Valdez Oil Spill Trustee Council (EVOSTC),
- The Eyak Corporation, in partnership with the Federal Highway Administration (FHWA),

This agreement establishes a shared commitment to the long-term maintenance and operation of the structure, with the City of Cordova as the infrastructure owner and operator, AKDOT&PF as the inspection and engineering oversight partner, and CRWP as the entity responsible for habitat and fish passage monitoring.

ARTICLE II. RESPONSIBILITIES

A. City of Cordova agrees to:

- Accept ownership and maintenance responsibility for the Eyak Lake Weir structure, upon completion, including the physical infrastructure required to regulate lake levels.
- Maintain the weir structure to ensure unobstructed flow and consistent function for water level management.
- Coordinate with AKDOT&PF for scheduled inspections
- communicate with CRWP regarding access needs for maintenance and ecological monitoring.
- Support interagency coordination on issues directly related to the weir crest structure.

The City of Cordova's maintenance responsibilities are limited to the primary weir infrastructure located at the crest and do not include the habitat-related features downstream of the crest. These habitat structures, designed to enhance ecological function and fish passage, are not part of the City's operational or financial responsibility. The City will not be responsible for ensuring their functionality or replacing failed components of those habitat structures.

Responsibility for the monitoring, maintenance, and replacement of habitat-related components downstream of the weir crest shall fall under the purview of the Copper River Watershed Project (CRWP) or other designated habitat management partners, who agree to oversee the ecological performance and maintenance of these structures.

B. Alaska Department of Transportation and Public Facilities (AKDOT&PF) agrees to:

1. Provide a schedule of and perform regularly scheduled inspections of the Eyak Lake Weir and provide reports to the City of Cordova that clearly identify any concerns with the structure.
2. Provide technical guidance to the City of Cordova on structural integrity, function, and safety of the weir.
3. Coordinate any future rehabilitation or replacement evaluations of the weir as needed.

C. Copper River Watershed Project (CRWP) agrees to:

1. Conduct annual ecological monitoring of fish passage, habitat conditions, and the overall function of the Eyak Lake Weir and associated downstream habitat structures.

2. Provide technical consultation related to habitat, water quality, and ecological function, especially following major storm events or observed morphological changes.
3. Coordinate with partners and agencies as needed to secure funding and technical resources for habitat structure maintenance or restoration.
4. Continue community engagement, outreach, and stewardship efforts around Eyak Lake and its outlet to foster public awareness and support for the long-term sustainability of the project.

ARTICLE III. TERM OF AGREEMENT

This agreement is in effect from the date of signature and may be amended or terminated by mutual written agreement of all parties.

Key official for the CRWP is Kate Morse Executive Director
Copper River Watershed Project
PO Box 1560, Cordova, AK 99574
907-424-3334
kate@copperriver.org

Key official for City of Cordova is Samantha Greenwood City Manager
City of Cordova
601 First Street / PO Box 1210
Cordova, AK, 99574
907-424-6200
citymanager@cityofcordova.net

Key official for AKDOT&PF is:

ARTICLE V. PRIOR APPROVAL

Any amendments, revisions, addenda, extensions, or reaffirmations of this Memorandum of Understanding must be made in writing and be approved and signed by authorized representatives of the three parties to this Memorandum of Understanding. This agreement may be modified or terminated only by a written instrument executed and agreed to by all parties.

ARTICLE VI. PROPERTY UTILIZATION

Nothing in this MOU will be construed as affecting the authorities of either party. Nothing will be construed as binding beyond the parties' respective authorities or to require the parties to obligate or expend funds in excess of available appropriations.

This MOU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, Tribal governments, organizations, or individuals

ARTICLE VII. STANDARD CLAUSES

Civil Rights

During the performance of this Agreement, the participants will not discriminate against any person on the basis of race, age, color, religion, sex, sexual orientation, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, age, color, religion, sex, sexual orientation, or national origin.

Publication

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to the popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases, proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, no party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

ARTICLE VIII. INDEMNIFICATION

Each party shall defend, indemnify, and hold each other and their respective officers, agents, and employees harmless from and against any and all claims, damages, suits, losses, liabilities, and expenses for injury to or death of persons and damage to or loss of property arising out of or in connection with the activities authorized under this MOU.

ARTICLE X. AUTHORIZING SIGNATURES

IN WITNESS HERETO, the parties hereto have executed this Agreement on the date set forth below.

For AKDOT&PF

Date

For City of Cordova

Date

For Copper River Watershed Project

Kate Morse, Executive Director

Date

EYAK LAKE WEIR FINAL DRAFT - OBSERVATION MANUAL

PREPARED FOR:



PREPARED BY:



JUNE 16, 2025

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Appendix B: As-Built Plan Set (Placeholder)
Appendix C: Photo Log (Placeholder)
Appendix D: Rating Guidelines
Appendix E: Observation Checklist
Appendix F: Inspection Checklist

1.0 WEIR DATA SHEET

1.1 GENERAL

Name: Eyak Lake Weir

Location: Milepost 5.5, Copper River Highway, Cordova, Alaska

Year Built: 2026

Purpose: Water Level Stabilization

Inventory of Dams I.D. Number: AK 0049

Hazard Potential Classification: Class III (Low)

Size Classification: Intermediate

Owner: City of Cordova
City Hall
601 1st Street
Cordova, AK 99574
publicworks@cityofcordova.net

1.2 WEIR GEOMETRY

Type: Trapezoidal sheet-pile weir with a reinforced concrete crest

Height: 3.5 feet (upstream)

Crest Length: 309 feet

Crest Width: Width varies with sheet pile profile: 1.67 to 3 feet

Crest Elevation:
Low Flow Channel: 17.00 feet
Dispersed Flow Crest: 17.50 feet
Weir Crest: 18.00 feet

1.3 PROJECT SURVEY CONTROL

Horizontal Control: Alaska State Plane Zone 3, NAD83(2011), U.S. Survey Feet

Vertical Control: Mean Lower Low Water (MLLW), U.S. Survey Feet

Table 1. Survey Control Points

Point	Northing	Easting	MLLW Elevation (feet)	Description
1	2387104.35	1702594.56	30.85	ALCAP ERW-1
2	2386200.91	1704466.96	32.87	ALCAP ERW-2
401	2386500.04	1703993.62	31.61	SPIKE
402	2385624.50	1705700.59	29.04	SPIKE

2.0 WEIR DESCRIPTION

The weir was constructed in 2026 by the City of Cordova in coordination with support from the Copper River Watershed Project (CRWP), the Eyak Corporation, U.S. Forest Service, U.S. Fish and Wildlife Service, National Oceanic and Atmospheric Administration, and Alaska Department of Transportation and Public Utilities (DOT&PF) and Alaska Department of Fish & Game. The weir replaced an existing sheet pile weir used to stabilize the water surface elevation of Eyak Lake after the 1964 “Good Friday” earthquake.

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

2.1 LOCATION

The Eyak Lake weir is located at approximate milepost 5.5 on the Copper River Highway, east of the City of Cordova, Alaska. The weir is upstream of the Copper River Highway bridge over the Eyak River (Figure 1).



Figure 1: Eyak Lake Weir Location

2.2 ACCESS

The weir can be accessed by a 10-foot-wide path on the left (east) riverbank that provides access east of the weir from the Copper River Highway. The path is within an easement specifically to access the weir (Easement 17B, EIN159aD9) on land owned by the Eyak Corporation. The plats associated with the weir path easement is provided in Appendix A. If brush cutting is required to access the weir, the City of Cordova is responsible for obtaining permission from land owners prior to clearing the path. Access to the right (west) bank of the weir is limited to informal paths created by the public for fishing access at the weir, within DOT&PF right-of-way (Figure 2).

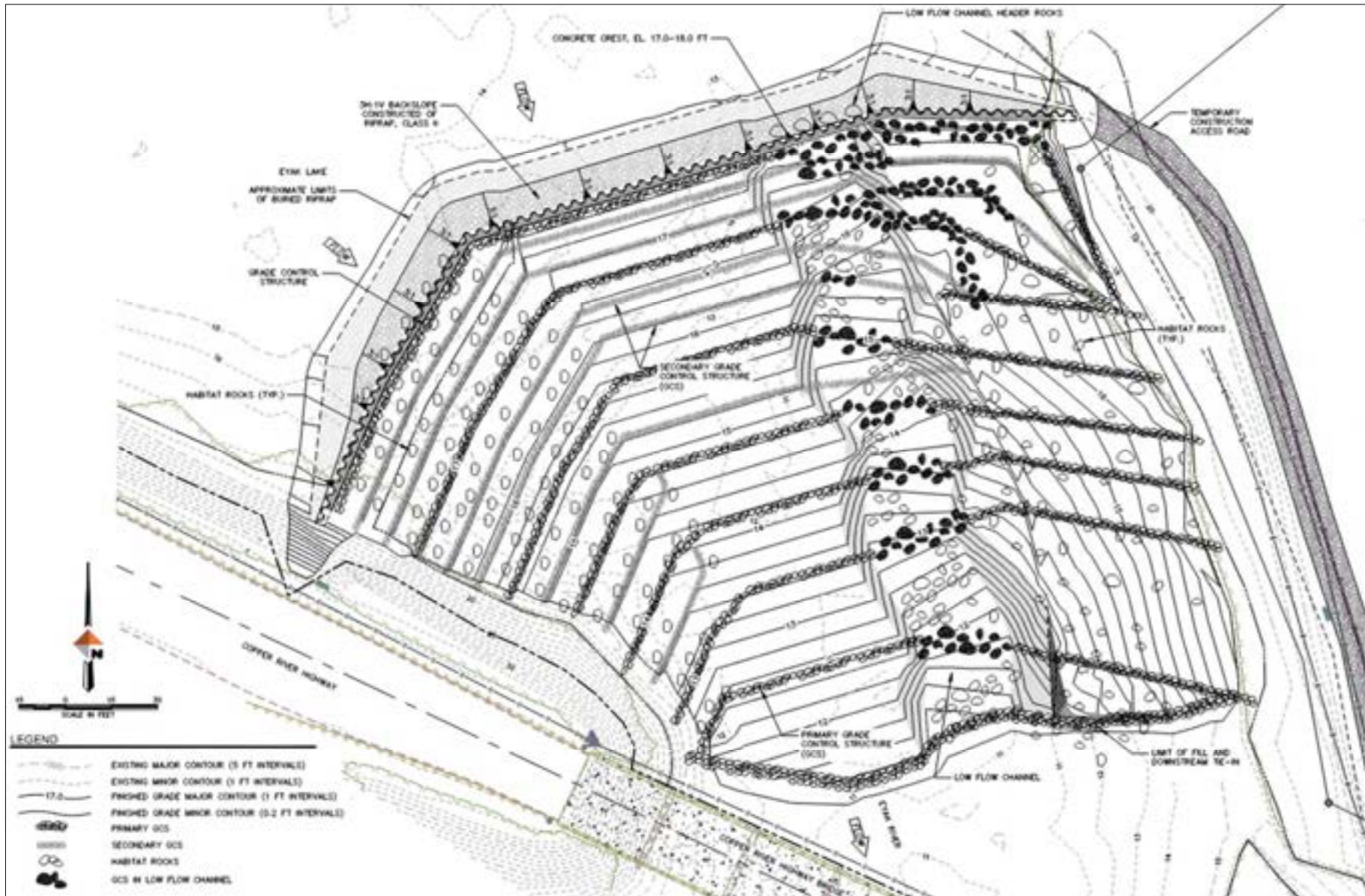


Figure 2: General Site Plan

2.3 ASSIGNMENT OF RESPONSIBILITY

The Eyak Weir is owned by the City of Cordova. Inspection responsibility for the weir structure is assigned to the City of Cordova Director of Public Works, who may engage State Agencies (such as DOT&PF) through a Memorandum of Agreement (MoA) or private contractors to complete the observations. Inspection and maintenance responsibilities of fish habitat features in Eyak River are assigned to CRWP and selected project partners.

2.4 STRUCTURE GEOMETRY

The weir is a broad-crested, trapezoidal structure with a crest length of 309 feet. Figure 3 shows a plan view of the Eyak weir and crest section view looking upstream. The crest elevation varies corresponding to different sections of the weir, as shown in Figure 3 for the low flow channel (17.0 feet), dispersed flow crest (17.5 feet), and weir crest (18.0 feet). The As-Built Plan Set is provided in Appendix B.

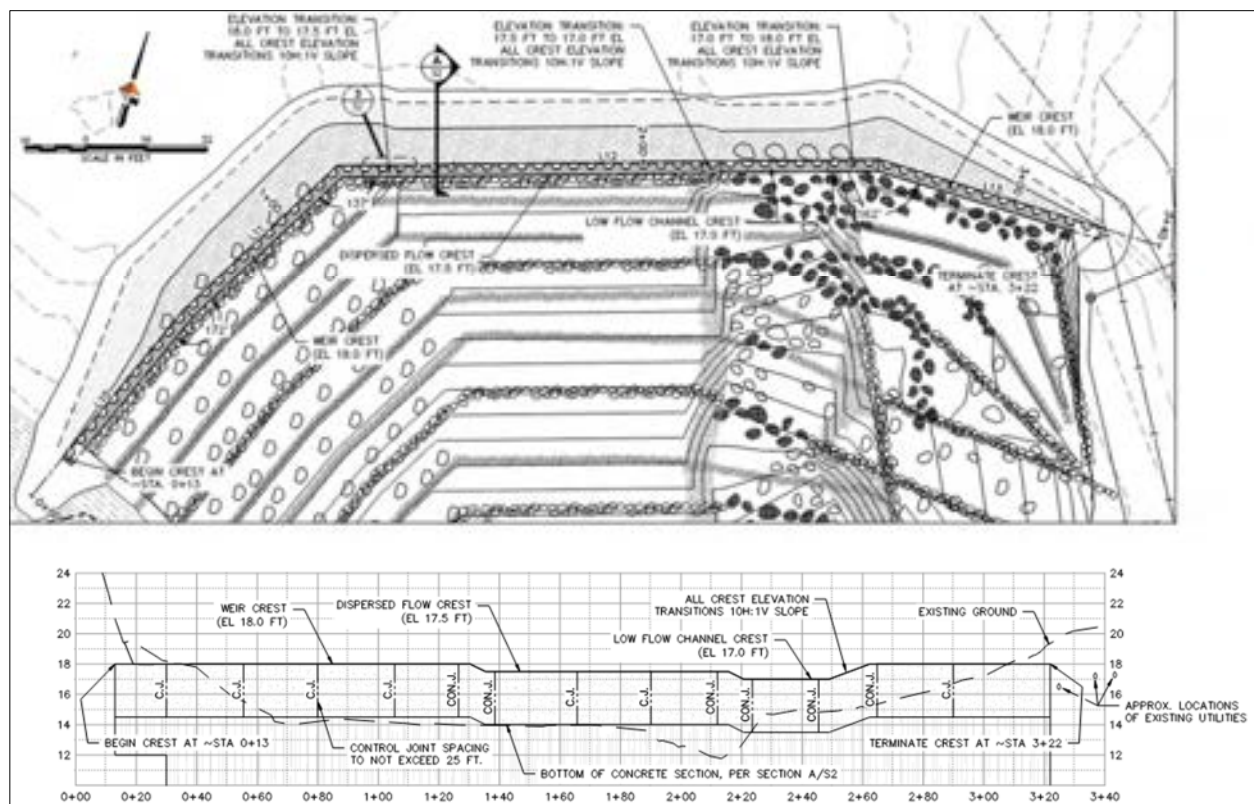
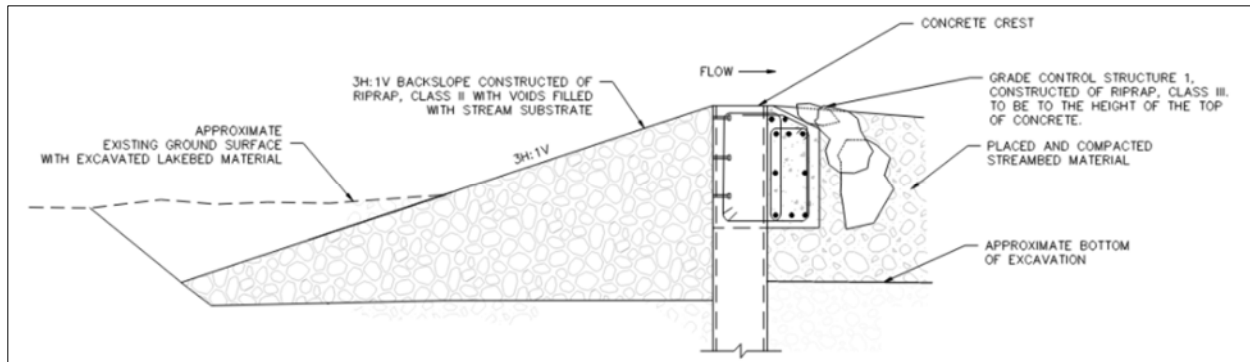


Figure 3: Eyak Weir Geometry

Figure 4 shows a cross-section view of the weir (shown in plan view in Figure 2). The Stream flows from left to right. The weir structure is buttressed by 3H:1V Class II riprap erosion protection upstream of the structure with streambed material placed downstream of the concrete crest (). Large rocks placed parallel to the weir form grade control structures that help keep streambed material in place.



Note: Location of Section A/S2 is depicted on Figure 2.

Figure 4: Section of Eyak Weir (A/S2)

Figure 5 depicts the plan view of the crest composed of NZ-40 sheet pile and reinforced concrete crest.

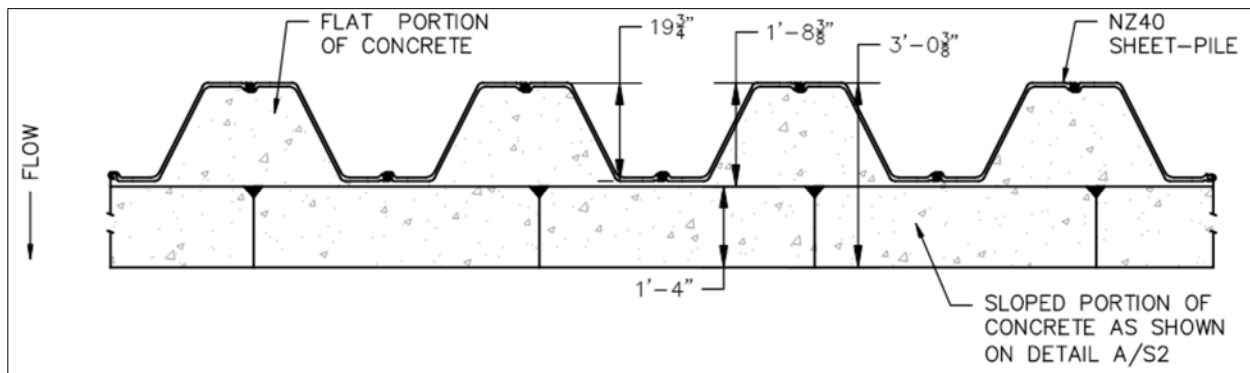


Figure 5: Plan View of Concrete Crest

2.5 EYAK WEIR NORMAL CONDITIONS

Eyak Weir crest is a passive structure; no operable elements, operational procedures, or limitations exist for the weir. The expected water surface elevations of Eyak Lake range between 17.40 feet and 21.00 feet. Summer and fall conditions typically see higher water surface elevations with “flashy” responses to precipitation. During extended periods of rainfall, the tailwater of the weir (Eyak River) increases and will match the elevation of the lake. In winter, the range of water elevations decreases, ice accumulates at the banks, and gradually ice sheets extend to the weir face. An opening in the ice sheet around the low-flow channel is expected to form in the areas of active flow.

Seepage flows are observed from the river right channel bank on the downstream side of the weir. The existing shot rock that constitutes the right bank/Copper River Highway embankment is not susceptible to internal erosion or other negative impacts, such as pore pressure buildup, that could be present in other soil conditions due to the existing seep.

2.6 PUBLIC HEALTH AND SAFETY

There are currently no identified risks to public health and safety in the event of a failure of Eyak Weir. A “sunny day” failure flood would result in a downstream condition of less than or equal to the bankfull depth of Eyak River. Based on the structure’s geometry and the low hazard associated with a structural failure, the weir is not classified as a jurisdictional dam by the Alaska Dam Safety Program.

3.0 OBSERVATION AND INSPECTIONS

The observation and inspection checklist, reports, and photographs (as applicable) should be completed and placed in the project record files managed by the City of Cordova. If observations or inspections identify opportunities for further monitoring or corrective actions, the City of Cordova is responsible for actioning the recommendations when practicable.

3.1 PERIODIC OBSERVATIONS

Observation of Eyak Weir is recommended on a biannual basis. Routine inspections are to be conducted from the ground adjacent to the weir at the water level. The observation shall use the photo log that capture the constructed condition of the weir (Appendix C), conduct a systematic review of the conditions upstream and downstream of the weir and banks using the prescribed rating guidance (Appendix D) and the Eyak Weir Visual Observation Checklist (Appendix E). The observer should take photographs to visually document weir including highly overlapping panoramic shots of the site. Digital photographic records of project features should be included with the inspection documentation. Typical photographs are:

- Looking Upstream
- Looking Downstream
- River Left Tie-in
- River Right Tie-in
- Weir Crest from Right Bank
- Weir Crest from Left Bank
- Stream Bank Condition
- Streambank Protection
- Typical Streambed Material

3.2 PERIODIC INSPECTIONS

Inspections of Eyak Weir are recommended on a 10-year basis by an Engineer or if periodic observations identify significant deterioration or functional inadequacy that could threaten public safety. A periodic inspection of the weir crest above or below the water level to identify any deficiencies not readily detectible using routine observation; surveying of the weir crest may be necessary to confirm the weir crest elevation. The inspection should be timed so that the crest of the weir be inspected visually at low water by wading or probing. The inspection should proceed only if safe; it is the inspector's responsibility to determine the Personal Protective Equipment and safe operating procedures to conduct the inspection safely.

The inspection should include a systematic review of the conditions upstream, at the weir crest, and the downstream channel and banks as outlined in the Eyak Weir Inspection Checklist (Appendix F). Thoroughly document the activities, procedures, and findings of inspection with the appropriate photographs in a written report with a location plan of deficiencies, test results, and measurements appended (as applicable).

The frequency of inspection is to be re-evaluated at the discretion of the City depending on the condition of the weir at the last periodic inspection.

3.3 SIGNIFICANT EVENT INSPECTIONS

The City of Cordova will engage an Engineer to conduct an inspection (as described in Section 3.2) following the occurrence of significant events, such as:

- An earthquake of magnitude 6 or greater within 50 miles of the dam
- Periods of extremely high lake elevation
- A vessel strike from a Class II Boat or larger (any boat whose total length is greater than 26 feet) that causes breaching of the hull from contact with the weir crest (sheet pile or concrete capping beam). This does not apply to a vessel strike and displacement of rock features of the weir.

The inspection should be conducted when practicable and at a time of low water.

Extremely high lake elevations are defined as instances of “Moderate Flooding” status (or greater) for more than seven (7) consecutive days as determined by the National Weather Service, Anchorage Forecast Office, at the EYAA2 gage (Eyak River at Copper River Highway).

Specific changes to the periodic inspection schedules after an earthquake would need to be established on a case-by-case basis, depending on the magnitude and location of the earthquake, the lake elevation at the time of the earthquake, and the apparent damage sustained by the weir as a result of the earthquake.

4.0 REVISION AND DISTRIBUTION LISTS

Table 2. Record of Revision

No.	Description of Revision Made	By	Date
0	Issued for Conditional Acceptance by City of Cordova	DOWL	06/2025
1	Issued for Official Use	DOWL	TBC

Table 3. Observation Manual Distribution List

Location
City of Cordova, Cordova, AK
DOT&PF Cordova Foreman, Cordova, AK
DOT&PF Statewide Bridge Section, Juneau, AK
DOT&PF Northern Region Hydrology, Fairbanks, AK
Alaska Dam Safety Program, Alaska Department of Natural Resources, Anchorage, AK
Copper River Watershed Project, Anchorage, AK
DOWL, Anchorage, AK



COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

Eyak Lake Weir Ownership Summary and Project History

Summary for Cordova City Council

November 19, 2025

Background:

The Eyak Lake Weir, located about 5.5 miles along the Copper River Highway near Cordova, Alaska, was first installed in the early 1970s after the 1964 Good Friday earthquake. Its purpose was to stabilize Eyak Lake's water level, protect lakeside properties and infrastructure, and ensure flow into the Eyak River. Over time, the original sheet-pile weir aged, sustained damage, and became less effective for modern fish passage standards. The structure was built by a now-defunct Alaska agency, the Division of Waters & Harbors, leaving the weir without clear ownership. By the early 2000s, local, tribal, and state partners recognized the need for a replacement that would improve fish passage and clarify ownership and maintenance responsibilities. The Eyak Lake Weir Replacement Project has combined engineering, ecological, and administrative efforts over a decade of partnership. Ownership discussions, long a barrier to permitting, have progressed through collaboration among CRWP, the City of Cordova, AKDOT&PF, and other partners. As of November 2025, the project nears completion, with the City of Cordova expected to accept ownership via resolution, enabling permitting and construction formally. The final structure will be modern, resilient, and low-maintenance, supporting community, infrastructure, and watershed health for decades.

Timeline of Ownership Discussions and Presentations

2008 – 2019:

The Copper River Watershed Project (CRWP) and partner agencies began early feasibility discussions about rehabilitating or replacing the aging Eyak Lake Weir. Ownership uncertainty was identified as a key barrier to advancing design and permitting.

July 2021:

CRWP and DOWL Engineering hosted a public workshop in Cordova to present alternative weir designs and gather community input. The City of Cordova participated in early discussions, but no ownership decision was made; the project remained in conceptual design.

2022 – 2023:

CRWP advanced engineering design, funding acquisition, and inter-agency coordination. Ownership became a standing topic in CRWP updates and City communications, with partners identifying the City of Cordova as the most viable long-term owner. The project webpage and

partner updates highlighted ownership clarification as the largest remaining hurdle before permitting and construction.

April 2024:

During a City Council meeting, CRWP presented an update on the Eyak Lake Weir Replacement Project. Council minutes reflected discussion of potential ownership transfer to the City and the need for clarification among state agencies (DNR, DOT&PF, and ADF&G) about jurisdictional authority. The Council requested additional information on long-term costs and liability.

Spring – Fall 2024:

CRWP, the City of Cordova, and AKDOT&PF crafted a Memorandum of Agreement (MOA) outlining roles. The draft MOA states the City will own the new weir after construction, while CRWP handles downstream fish habitat. Funding partners (NOAA, USFWS, EVOSTC) noted that confirming future ownership was needed for final permits.

November 2025 (Present):

CRWP is under contract with Granite Construction for the Eyak Lake Weir Replacement, with construction pending final permits. The City of Cordova aims to clarify ownership via a City Council resolution, stating it will assume ownership of the completed Weir as per the upcoming Memorandum of Agreement with CRWP, the City, and AKDOT&PF.

Eyak Lake Weir Maintenance and Operations Manual

Summary for City of Cordova, City Council

Meeting 11.19.2025

Design Intent:

The new Eyak Lake Weir structure is designed as a passive, no-to-low maintenance structure designed to stabilize Eyak Lake water levels and maintain fish passage without ongoing operational and maintenance costs for the City of Cordova.

Key Features:

- Structure Type: Trapezoidal sheet-pile weir with a reinforced concrete crest and naturalized downstream channel for fish passage.¹
- Crest Length: 309 feet; Crest Elevation: 17.0–18.0 ft.¹
- Built: 2026 with support from CRWP, The Eyak Corporation, USFWS, NOAA, USFS, ADF&G, and DOT&PF.²
- Owner: City of Cordova (Public Works Department).³
- Hazard Classification: Class III – Low Hazard (not a regulated dam).⁴

Design for Minimal Maintenance:

- Passive System: No gates, valves, or moving parts; no operational procedures required. Water levels adjust naturally with seasonal precipitation and river flow.⁵
- Durable Materials: NZ-40 sheet pile with reinforced concrete cap; upstream riprap and downstream rock features resist erosion and scour.⁶
- Resilient to Natural Events: Designed to withstand high flow, ice buildup, and seismic activity (up to magnitude 6 within 50 miles).⁷

Observation and Inspection Schedule:

- Routine (Visual) Observation: Twice per year (spring/fall), conducted from ground level using a simple visual/photo checklist⁸ included in the Operations and Maintenance Manual.
- Periodic Engineering Inspection: Once every 10 years, or as needed following a major event⁹, in coordination with AKDOT&PF
- Significant Event Inspection: Only after an earthquake (>M6), prolonged flooding (>7 days moderate flooding), or major vessel impact.¹⁰

Maintenance Responsibility:

- City of Cordova: Owns and maintains the weir structure itself; responsible for biannual observations and 10-year inspections¹¹ in coordination with AKDOT&PF.

- CRWP: Responsible for habitat features and fish passage components downstream of the crest.¹²

Cost and Administrative Efficiency:

- No active management required (no daily, seasonal, or mechanical operation).¹³
- Minimal inspection frequency (biannual observation, decadal professional inspection).¹⁴
- No expected replacement or repair costs in the near term due to durable construction and conservative design.¹⁵

In summary: The Eyak Lake Weir was intentionally designed as a self-sustaining, low-cost, low-maintenance structure that provides long-term water level stabilization and fish passage benefits with minimal ongoing effort or expense to the City of Cordova.

References to O&M Manual

1. ¹ Section 1.2, Page 1 – Weir Geometry.
2. ² Section 2.0, Page 2 – Weir Description.
3. ³ Section 2.3, Page 4 – Assignment of Responsibility.
4. ⁴ Section 1.1, Page 1 – General Information.
5. ⁵ Section 2.5, Page 5 – Eyak Weir Normal Conditions.
6. ⁶ Section 2.4, Page 4 – Structure Geometry.
7. ⁷ Section 3.3, Page 7 – Significant Event Inspections.
8. ⁸ Section 3.1, Page 6 – Periodic Observations.
9. ⁹ Section 3.2, Page 6 – Periodic Inspections.
10. ¹⁰ Section 3.3, Page 7 – Significant Event Inspections.
11. ¹¹ Section 2.3, Page 4 – Assignment of Responsibility.
12. ¹² Section 2.3, Page 4 – Assignment of Responsibility.
13. ¹³ Section 2.5, Page 5 – Eyak Weir Normal Conditions.
14. ¹⁴ Section 3.1–3.2, Pages 6–7 – Observation and Inspection Schedule.
15. ¹⁵ Section 2.4, Page 4 – Structure Geometry.

DRAFT RESOLUTION LANGUAGE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AFFIRMING THE CITY’S INTENT TO ASSUME OWNERSHIP OF THE COMPLETED EYAK LAKE OUTLET STRUCTURE (WEIR) UPON FINAL PROJECT COMPLETION

WHEREAS, the City of Cordova recognizes the importance of the Eyak Lake Outlet Structure (Weir) in maintaining stable water levels for Eyak Lake, providing fish passage, and supporting watershed health and community resilience; and

WHEREAS, the Copper River Watershed Project (CRWP), in partnership with the City of Cordova, the Eyak Corporation, the Alaska Department of Transportation & Public Facilities (AKDOT&PF), the U.S. Fish and Wildlife Service, the National Oceanic and Atmospheric Administration, and other state and federal partners, has led the design and coordination of the Eyak Lake Weir Replacement Project; and

WHEREAS, the project replaces the existing 1964-era weir with a newly engineered, no to no-to-low-maintenance, passive structure designed to provide long-term ecological, recreational, and infrastructure benefits to the Cordova community; and

WHEREAS, CRWP is currently under contract with Granite Construction for the construction of the new structure, which is anticipated to begin following completion of all required permits and agency approvals; and

WHEREAS, the City of Cordova, CRWP, and AKDOT&PF are actively finalizing a Memorandum of Agreement (MOA) outlining the roles and responsibilities of each party, including the City’s ownership of the completed structure upon final project completion; and

WHEREAS, the term “final completion” is defined in the contract between CRWP and Granite Construction as the point at which the structure has been constructed, inspected, and formally accepted as meeting all design, performance, and permitting requirements; and

WHEREAS, the Eyak Lake Weir Maintenance and Operations Manual, developed by DOWL and the City of Cordova, specifies that the new structure is a low-cost, low-maintenance facility requiring only brief annual visual “walk-through and photo” inspections by City staff; and

WHEREAS, passage of this resolution is a critical component of the permitting process, as state and federal agencies require confirmation of future ownership and maintenance responsibility before final permit approval;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova hereby affirms its intent to assume ownership of the completed Eyak Lake Outlet Structure (Weir) upon final project completion, as defined in the contract between CRWP and Granite Construction and as outlined in the Memorandum of Agreement among the City of Cordova, CRWP, and AKDOT&PF.

BE IT FURTHER RESOLVED that this resolution be provided to project partners and permitting agencies as confirmation of the City's commitment to ownership, maintenance, and long-term stewardship of the Eyak Lake Outlet Structure at the Final Completion.

PASSED AND APPROVED THIS ____ DAY OF NOVEMBER, 2025.

BY:



AGENDA ITEM # 4
City Council Regular Meeting Date: 11/19/25
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner
DATE: Wednesday November 19, 2025
ITEM: Ordinance 1236 – Purchase & Sale Agreement Cordova Electric Cooperative Inc.
NEXT STEP: Decision on the Ordinance

☐ INFORMATION
☐ MOTION

☐ RESOLUTION
☒ ORDINANCE

I. REQUEST OR ISSUE: Requested Action: Decision on Ordinance 1236
Applicant: Cordova Electric Cooperative Inc.
Legal Description: Approximately 2.14 Acre Portion of ATS 220
Zoning: Industrial District

II. RECOMMENDED ACTION: Staff suggest the following “I move to adopt Ordinance 1236”

III. FISCAL IMPACTS: The properties sale revenue would go to the City and become part of the City’s property tax revenue.

IV. BACKGROUND INFORMATION: This property was a steep hillside cliff when the City began leasing it to Cordova Electric Cooperative Inc. (CEC) in 1983. CEC blasted the hillside and leveled out the land. They then built the structure on the approximately two-acre portion of the property. They have continued to lease from 1983 until now. CEC has offered to purchase the location from the City. City Council directed Staff to negotiate a sale of the property at their meeting on Wednesday August 20, 2025. Negotiations have been on going and an agreement has been reached. The agreement has been reviewed by the City attorney and CEC. It is now before the City Council today for review.

V. LEGAL ISSUES: Review of the Purchase & Sale 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 agreement, direct Staff to amend the agreement, or choose not to dispose of the property.

VII. ATTACHMENTS: Purchase & Sale Agreement with Exhibit A; Ordinance 1236

**CITY OF CORDOVA, ALASKA
ORDINANCE 1236**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE
AGREEMENT WITH CORDOVA ELECTRIC COOPERATIVE INC., FOR AN
APPROXIMATELY 2.14 ACRE PORTION OF ATS 220**

WHEREAS, it is in the City of Cordova's interest to enter into a Purchase & Sale Agreement for an approximate 2.14-acre portion of ATS 220, See Exhibit A ("Property") to Cordova Electric Cooperative Inc., for the uses specified in the Purchase & Sale Agreement; between the City of Cordova, Alaska ("City") and Cordova Electric Cooperative Inc., attached to this ordinance as Attachment A ("Agreement"); and

WHEREAS, Cordova Electric Cooperative Inc., submitted a Letter of Interest to purchase an approximate 2.14-acre portion of ATS 220 ("Property") from the City; and

WHEREAS, disposal of this property would lead towards the development of upgraded infrastructure in Cordova; and

WHEREAS, the City Council authorized the City Manager to negotiate an Agreement with Cordova Electric Cooperative Inc.; and

WHEREAS, an Agreement was negotiated by both parties in good faith and is now before the City Council for consideration; and

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

Section 1. The City Manager is authorized and directed to enter into a Purchase & Sale Agreement with Cordova Electric Cooperative Inc., in accordance with the terms in the Agreement as attached as Exhibit A to this ordinance. The form and content of the Purchase & Sale now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Agreement reflecting the terms in the Purchase & Sale 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 he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Purchase & Sale as executed.

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

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

1st reading: November 5, 2025

2nd reading and public hearing: November 19, 2025

PASSED AND APPROVED THIS _____ DAY OF _____ 2025.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of November [REDACTED], 2025 (the “Effective Date”), by and between the CITY OF CORDOVA, an Alaska municipal corporation (“Seller” or the “City”), whose address is P.O. Box 1210, Cordova, Alaska 99574, and CORDOVA ELECTRIC COOPERATIVE INC. (“Purchaser”), whose address is P.O. Box 20, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as an approximately 2.14 acre portion of ATS 220 filed under the official plat thereof, ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor’s Parcel No. 02-053-906 (the “Property”), which Property is described more fully in Exhibit A annexed hereto and incorporated herein; and

WHEREAS, on or about July 28, 1983, Purchaser entered into a long-term lease of the Property for purposes of constructing and operating an electrical power generation facility with storage tanks and other necessary improvements (the “Lease”), and is the owner of the improvements constructed on the Property; and

WHEREAS, the Lease expired on its terms on or about August 01, 2018, at which time Purchaser became a month-to-month tenant of the Property, on the same terms and conditions of the Lease; and

WHEREAS, Purchaser has been in exclusive possession of the Property at all times since July 28, 1983, and has funds to pay the cost of acquiring the Property from Seller; and,

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

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

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

2. The Purchase Price.

(a) The purchase price for the Property is Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) (the “Purchase Price”) and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on [REDACTED] (the “Initial Deposit”). The Initial Deposit shall be non-refundable, except as expressly provided herein, and shall be applied to the payment of the Purchase Price at Closing.

(2) The balance of the Purchase Price, in the amount of approximately Seventy-Four Thousand and 00/100 Dollars (\$74,000.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Title.

(a) Within ten (10) days following the Effective Date, Seller shall order, at Purchaser’s sole cost and expense, from Alyeska Title Guaranty Agency, Inc., or such other title company mutually agreeable to the parties (“Title Company”), a preliminary title report pertaining to the Property (the “Commitment”), together

with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Within ten (10) days after receipt of Purchaser's written notice of any disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice within such ten (10) day period shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions which Seller is unable or unwilling to cause to be removed for Closing, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days after receipt of Seller's notice or election not to either (x) terminate this Agreement, or (y) waive their disapproval of such exceptions which Seller is unable or unwilling to cure, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice within such time period shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with (x) in this subsection, the Initial Deposit shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees, which will be paid from the Initial Deposit.

4. No Warranties. Purchaser has been in exclusive possession of the Property since 1988, and has constructed, operated and maintained any and all improvements on the Property in connection with its use of the same as an electric utility, and is fully familiar with the condition of the Property, as well as its uses and operation. Purchaser agrees to purchase the Property based on Purchaser's own prior use, knowledge, investigation and examination of the Property. Purchaser represents, warrants, acknowledges and agrees that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, whether express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the Property IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing representations and warranties of Purchaser, which are a material part of the consideration for Seller entering into this Agreement. Seller would not have entered into this Agreement without such representations, warranties, acknowledgements and agreements of Purchaser.

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

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

6. Conditions Precedent to Closing.

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

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

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

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 5, or any other breach of this Agreement, as of the date of Closing.

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

(5) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder, including, without limitation, completion of the Replat.

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

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

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

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

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

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

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

(a) A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchaser (the "Deed").

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

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

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

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

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

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

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property.

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

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

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

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

12. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Initial Deposit but without any interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 12, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

13. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10)-day period, such party shall not

be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10)-day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchaser's remedies shall be limited to (i) terminating this Agreement by written notice to Seller, in which event the Initial Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled to terminate this Agreement by written notice to Purchaser, in which event the Initial Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined and not intended as a penalty.

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Seller shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

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

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

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

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

(3) Deliver to Purchaser any funds deposited by Purchaser.

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

15. Indemnification.

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

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

(b) Environmental Release and Indemnification. The Purchaser has been in exclusive possession and control of the Property since 1983, and is fully familiar with the condition of the Property and its compliance with any applicable laws, rules and regulations related to Hazardous Materials or environmental laws. Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property, or compliance with any Hazardous Materials or environmental laws, rules or regulations. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from any violation of any environmental laws, any laws regulating Hazardous Materials, or the presence, use, keeping, storage, release, discharge or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's prior or future occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the presence, keeping, use, storage, release, discharge and/or disposal of Hazardous Materials used, generated, kept, or brought on the Property, whether prior to and after the date of Closing, whether by Purchaser, his, her or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party, and for all costs and expenses related to compliance with any environmental laws regulating the Property or its use.

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

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

The obligations imposed by this Section shall survive Closing.

16. Replat of Approximately Two (2) Acres of ATS 220: Purchaser covenants and agrees to submit to the City of Cordova Planning Department, on or before [INSERT DATE], all materials, information and fees required to replat the approximately 2.14 acre portion of ATS 220, which is legally described in Exhibit A to create the lot shown in Exhibit C (the "Replat"), all at Purchaser's sole cost and expense. Completion of the Replat shall be a condition to Closing.

17. General Provisions.

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

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

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

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

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

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

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

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

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

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

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

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

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

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

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

Purchaser: Cordova Electric Cooperative Inc.
Attn: Chief Executive Officer
P.O. Box 20
Cordova, AK 99574

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

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

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

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

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

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

SELLER: CITY OF CORDOVA

By: _____
Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska

My commission expires: _____

PURCHASER: CORDOVA ELECTRIC COOPERATIVE INC.

By: _____
Clay Koplin, Chief Executive Officer

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Clay Koplin, Chief Executive Officer of the CORDOVA ELECTRIC COOPERATIVE INC, an Alaska corporation, on behalf of the corporation.

Notary Public in and for Alaska

My commission expires: _____

DRAFT

EXHIBIT A
Description of the Property

Tax Assessor's Parcel No.: 02-053-906

Legal Description (Subject to confirmation by Title Report):

An approximately 2.14 acre portion of ATS 220 filed under the official plat thereof, ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and described as follows:

Commencing at corner No. 4, ATS no. 220,
Thence N 57°17'30"E, 600.69 feet to corner
No. 3, ATS No. 220; thence S 57°19'00"W,
12.00 feet; thence N 51°45'00"W., 20.00
feet; thence S 51°45'00"W, 62.00 feet;
thence S 26°01'30"E, 120.00 feet to the
true point of beginning; thence N 23°28'30"E,
120.00 feet; thence N 64°23'55"E, 308.76 ft,
thence S 26°01'30"E, 241.00 ft; thence
S 64°01'30"W, 400.00 ft; thence N 26°01'30"W.
165.00 feet to the true point of beginning.
Described parcel contains 93,335 square feet
more or less.

EXHIBIT B

Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Cordova Electric Cooperative Inc.
Attn: Clay Koplin, CEO
P.O. Box 20
Cordova, Alaska 99574

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to CORDOVA ELECTRIC COOPERATIVE INC. (Purchaser) (collectively, "Grantee"), whose address is P.O. Box 20, Cordova, Alaska 99574 all interest which Grantor has, if any, in the following described real property (the "Property"):

[Insert from title report]

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

DATED this ___ day of _____, 2025.

GRANTOR: CITY OF CORDOVA

By: _____
Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2025, by Samantha Greenwood, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT C

Replat of Approximately 2.14 Acres of ATS 220:

As provided in Section 16 of the Agreement to which this Exhibit is attached, Purchaser shall submit all necessary materials, including fees, to the City of Cordova Planning Department to replat an approximately 2.14-acre portion of ATS 220, to create the lot shown in **Exhibit C** (the “Replat”), all at Purchaser’s sole cost and expense. Completion of the Replat shall be a condition to Closing as provided in the Agreement.



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

A. Call to order

Mayor Kristin Smith called the Council public hearing to order at 6:45 pm on November 5, 2025, in the Cordova Center Community Rooms.

B. Roll call

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

C. Public hearing

1. Ordinance 1235 An ordinance of the Council of the City of Cordova, Alaska, authorizing the transfer of \$385,501.60 from the General Reserve Fund (Permanent Fund) to the Refuse Enterprise Fund for the purchase of a 2026 Peterbilt 520 Dumpster Truck.

Mayor Smith opened the hearing for public testimony on Ordinance 1235 at 6:46pm.

The public hearing was recessed at 6:47pm until there was someone who wanted to give public testimony present. Council came back into the Public Hearing at 6:57pm and there was no one interested in giving public testimony present.

D. Adjournment

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

Approved: November 19, 2025

Attest: _____
Susan Bourgeois, CMC, City Clerk

MAYOR’S REPORT

Date: November 13, 2025

To: Cordova City Council

From: Mayor Kristin Smith

AMHS Ferry Service: Representative Louise Stutes conveyed at the PWS Economic Development District Annual Meeting (11/13/25) that she spoke with AK DOT/PF Commissioner Ryan Anderson and AMHS Director Craig Tornga that day, they conveyed that the Aurora may be back in service in December 2025. Cautiously optimistic, and I’m checking with Rep. Stutes about when we might know for sure.

COMMUNITY LEADERSHIP FORUM, 10/31/2025, SUMMARY

Eyak Lake Weir, Kate Morse: construction may get pushed out another year. CRWP needs help with permitting and funding. For a full update, CRWP is making a presentation on THURSDAY, November 20, at 5:30 at the PWSSC on this project.

PWS Science Center, Katrina Hoffman: their two top priorities are a Community Hub (bunkhouse /dormitory /community kitchen) and a new research vessel (hybrid or electric). The PWSSC also has two containers of equipment to dry kelp (including a vinyl fabric structure), about \$150K of equipment going unused (because the EPA clawed back the majority of grant funding after the equipment was purchased).

CEC, Leif Stavig: CEC is pursuing a combination grant and loan for Crater Lake and the Humpback Creek upgrade. Making line replacements around town and installing diesel plant upgrades that will drive efficiencies to reduce fuel consumption. Also working on upgrading our grid to accommodate data centers.

Chugach National Forest, Steve Namitz, District Ranger: we manage 16 public use cabins, 100 miles of trails and boardwalk. Have a backlog of Great American Outdoors (GAO) and Secure Rural Schools (SRS) projects. Working on the 18-mile re-alignment of USFS Road 250 to improve several stream crossings. I am concerned about transportation here – all of our access methods are in jeopardy. (Essential Air Service subsidies are being targeted by the current administration, AMHS service remains inconsistent, and our local AK DOT/PF Maintenance and Operations crew is down to one person right now.)

Cordova Chamber of Commerce, Cathy Renfeldt: the Cordova Chamber of Commerce fills two major functions: (1.) represents and supports Cordova businesses; and (2.) serves as Cordova’s Destination Marketing Organization (DMO), we are working toward a sustainable visitor industry.

CTC, Jeremiah Beckett: implementing a \$102 million grant for FISH in AK (Fiber Internet Service Homes in AK) for broadband service in Cordova, Chenega, Pelican, Yakutat, Port Graham and Nanwalek. Laying 700 miles of subsea cable, 90% of internet traffic for the state will run through CTC’s network. We are building rural resiliency and redundancy with this network. And we need housing for remote workers who might want to come live here.

City of Cordova, Kevin Johnson: City priorities are water and sewer infrastructure upgrades. Funding was historically in the form of loans, need more grants. Need \$40 million for wastewater treatment system. Landfill lifespan is about to be reduced, cannot excavate below grade now as per ADEC. Applying for a loan from ADEC for a bear and litter fence. Valdez barge coming for scrap metal and will probably make 2 – 3 trips, maybe we can get some cars on it.

Cordova Family Resource Center, Nicole Songer: housing/homelessness is a real issue. Concerned about money to buy our building, have Denali Commission funding for renovations and support to help with electrical work.

NVE, Sheldon Barnes and Nels Evangelista: Tribal Family Services is managing TEFAP to gather food for our food pantry. Affordable housing is our top issue, there's a lack of buildable land. Looking for opportunities to build, possibly on Chugach Alaska Corporation land. Under NVE's Tribal Transportation Program, met with Assistant Secretary for US DOT, have plans for Shepard Point, always looking for roads funding. We'd like to finish the 1.25 miles of road at the end of Whitshed Road, there are 6 bridges on Shepard Point Road, avalanche slides, it will be expensive to maintain. Nels is the lead on Shepard Point, expect to complete the road in FY 26. Construction will be wrapping up soon for this year, and a new Innovative Readiness Training (IRT) team will be coming to Cordova in April 2026. Tentative completion date is December 2026. Haven't decided or clarified road access to the public – is Shepard Point Road a tribal road? No utilities in that road corridor.

CDFU, Kelsey Hayden: efforts to limit hatchery production are being pushed again, this may come up at the March 2026 Board of Fish meeting.

Overall themes from this meeting:

- Housing: strong need for affordable housing, which underpins all efforts at economic growth and workforce retention.
- Economic diversification: mariculture, tourism/outdoor recreation. We'd like to target remote workers, could promote our winter recreation opportunities, and short-term rentals. Chamber says there's a need for co-working space.
- Transportation access: L. Stavig suggested we put pressure on AK DOT/PF to finish Cordova projects that are on the books – our projects like Whitshed Road bike path and others regularly get pushed out to future project years in the STIP. Pressure AK DOT/PF to keep up maintenance on the roads we have, vehicles get damaged from the road not being graded.
- Health insurance: premium increases make it extremely difficult to maintain employees.

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.

Funding for Chamber of Commerce

From Theresa Carte <tlcbakerycdv@outlook.com>

Date Wed 2025-10-29 3:18 PM

To Susan Bourgeois <cityclerk@cityofcordova.net>

Cc executivedirector@cordovachamber.com <executivedirector@cordovachamber.com>

Date: October 29, 2025

To: The Honorable Mayor Carpenter and Members of the Cordova City Council

From: Theresa L Carte, Owner, The Little Cordova Bakery

Member, Cordova Chamber of Commerce

Subject: Support for Continued City Funding for the Cordova Chamber of Commerce

Dear Mayor Carpenter and Members of the City Council:

As a small business owner in Cordova and an active member of the Cordova Chamber of Commerce, I am writing to express my strong support for continued City budgetary support for the Chamber. The Chamber's work has a direct and measurable impact on the success of local businesses like mine—and, by extension, on the City's largest source of revenue: **sales tax**.

Through its destination marketing and visitor services, the Chamber brings valuable visitors to our community—visitors who dine in our restaurants, shop in our stores, and stay in local lodging. The Chamber also provides vital support to small businesses and entrepreneurs through training, promotion, and programs that encourage residents and visitors alike to spend their dollars locally. These efforts keep Cordova's economy strong and ensure that sales tax revenues continue to sustain essential City services.

The Chamber's role extends beyond business support; it fosters community connection, resilience, and pride. As a business owner, I've personally witnessed how the Chamber's initiatives strengthen our local economy and make Cordova a more vibrant place to live and work.

Continued City investment in the Chamber is an investment in Cordova's long-term economic health. I urge you to maintain this important partnership and to continue supporting the programs that help local businesses thrive and keep our community strong.

Thank you for your time and for your ongoing dedication to Cordova's future.

Theresa L. Carte
Owner/Baker
The Little Cordova Bakery
PO Box 644
203 Breakwater Avenue
Cordova, AK 99574
Phone: 907.424.LOAF (5623)
Cell: 907.253.8223 (text/call)



City Budget & Chamber

From Leif Stavig <ljestavig@gmail.com>

Date Wed 2025-10-29 4:47 PM

To Susan Bourgeois <cityclerk@cityofcordova.net>; Kristin Smith <mayor@cityofcordova.net>; Debra Adams <CouncilSeatA@cityofcordova.net>; Cathy Sherman <councilseatb@cityofcordova.net>; Kasey Kinsman <councilseatc@cityofcordova.net>; Wendy Ranney <councilseatd@cityofcordova.net>; David Zastrow <councilseate@cityofcordova.net>; Aaron Hansen <councilseatf@cityofcordova.net>; Mike Mickelson <councilseatg@cityofcordova.net>

Dear Mayor and City Council Members,

I appreciate the hard work staff, council, and mayor have put into the budget work so far this year. I'm glad to see the city take a conservative approach to budgeting and being responsible with city finances.

As an organization, the Chamber of Commerce often gets characterized as an "outside entity" rather than valuable partner and one of the reasons to work on a new MOU with the city is so the organizations can further develop and define the relationship between the city and chamber. As an organization, the chamber is similar to some of the other nonprofits the city closely works with for basic city services.

The chamber building was built around 1998 by the city with the help of federal grants to serve as a visitor center, presumably because the city saw having a visitor center as a service citizens expect the city to provide, which I suspect would still hold true today. Having the chamber occupy the visitor center is a clever way for the city to provide visitor services for the community very cost-effectively. Of course, visitor services is only one small aspect of what the chamber does for the community.

The in-kind lease line item in the budget was established in 2015 as a way of capturing the value of what the city was providing to external entities. It has zero budget impact, as it should be offset somewhere else in the budget, although I am having a hard time finding where. Prior to 2015, it wasn't in the city budget. While it's an interesting way to see the potential opportunity cost, the city doesn't represent any other city real estate in the budget like this, and more often than not it leads to confusion.

We need to be doubling down on engaging and communicating our challenges, successes, and opportunities with other organizations, municipal governments, state agencies, the legislature and others. Many of the issues that are negatively impacting city finances are issues that are outside of Cordova, such as increasing insurance costs, reductions in state and federal funding, etc. Please find ways to advocate for Cordova in your position and recognize the value the chamber offers when it comes to advocacy for the community.

The chamber is asking for \$35,000, which represents only .25% of the city budget and is a significant reduction from prior year's contributions. I don't think it's an exaggeration to say that at some point reduced funding for the chamber will result in reduced other revenues for the city, and also secondary impacts such as employee hiring and retention. I'm confident the chamber is open to feedback on what it does and would welcome ideas for better collaboration.

Thanks for your time and the work you are doing,

Leif Stavig

Please consider for tonight's budget worksession

From Cathy Renfeldt <executivedirector@cordovachamber.com>

Date Wed 2025-11-05 11:21 AM

To Susan Bourgeois <cityclerk@cityofcordova.net>; Kristin Smith <mayor@cityofcordova.net>

Cc Sam Greenwood <citymanager@cityofcordova.net>; Debra Adams <CouncilSeatA@cityofcordova.net>; Cathy Sherman <councilseatb@cityofcordova.net>; Kasey Kinsman <councilseatc@cityofcordova.net>; Wendy Ranney <councilseatd@cityofcordova.net>; David Zastrow <councilseate@cityofcordova.net>; Aaron Hansen <councilseatf@cityofcordova.net>; Mike Mickelson <councilseatg@cityofcordova.net>

 1 attachment (288 KB)

2025 Chamber Impacts.pdf;

Hello, City Manager, Mayor and Council Members.

You have all worked tirelessly on this year's budget, and I know it has been a painful process. You asked for hard numbers on the Chamber's ACTUAL PROVEN contribution to the economy and City revenues. Please find attached confirmed numbers based on data collected from several sources, including:

1. Festival Passport programs (where participants record their own spending and share that data with us)
2. Actual revenue numbers shared with the Chamber from businesses that we played a PIVOTAL role in launching this year through our RISE program.
3. Cordova Center & Harbor revenues confirmed by department heads.
4. Actual counts of visitor engagements through our office where our info services led to direct referrals to local businesses.
5. Per day estimated spending was based on data collected by the Alaska Travel Industry Association Visitor Statistics Program, and the lowest number in the range was used to provide a conservative estimate. Independent Traveler length of stay was estimated at 4.5 days, half the estimate that ATIA VSP indicates is the average stay in state of Alaska visitors.
6. Sales tax estimations were based on 7% of total estimated spending. Surtax estimates were based on a room rate of \$250 and car rental rate of \$150 per day, assuming double occupancy (half the total estimated visitors).

You can see that, even conservatively, **the City stands to lose over \$200k** by cutting the Chamber funding to \$0.

We are asking for **\$35,000 + in-kind contribution** for 2025 and a **commitment to establish an MOU or Contract** between the City and the Chamber by 2027, which establishes a set percentage of the Accommodation/Vehicle Rental surtax to fund the Chamber moving forward.

I think we can find the \$35k. In speaking to your Cordova Center coordinator, she estimates an additional \$19,000 in revenue coming in from unpaid invoices in 2025, bring your 2025 Actual Cordova Center Revenues to \$88,261. This is an increase of **\$33,261**. She estimates that a similar number of conferences and meetings are booked for 2026. So, I would suggest increasing the 2026 Budget for Cordova Center Revenue to \$88,261 which would free up nearly the total amount that the Chamber is requesting.

I hope I may have the ability to speak to this information briefly at today's Work Session, so I can answer any questions you might have. I also hope you will take into account the letters of support in this week's Council Packet when making any decisions in tonight's work session.

Thank you for all your hard work and support! Cordova is lucky to have you at the helm.

Thank you ~ Quwanakcuk ~ Gunalchéesh ~ AwA'ahdah

Cathy Renfeldt (she/her)

Executive Director

Cordova Chamber of Commerce

907.424.7260 | cordovachamber.com

I live and work on the land of d'AXunhyuu, the Eyak People.

Chamber generates revenue we can't afford to lose!

1- In 2025, the Chamber's business support programs helped launch four new businesses, which alone generated approx \$52,053 in economic impact and \$3,644 in tax revenue to the City.

2- Chamber-led festivals and events such as Shorebird & Fungus Festivals + Holiday Kickoff/Shop Cordova First season created approx \$275,420 in local spending based on data collected through the Chamber's Passport programs. That's at least \$26,624 in tax + surtax revenue to the City due to Chamber-led events that will disappear.

3- In 2025, the Chamber recruited and supported 6 meetings and conference groups, which generated conservatively \$366,338 in economic impact, or \$40,029 sales tax/surtax + \$4,668 in facility rental revenue. Chamber-supported expedition & group visitor outreach accounted for approx \$65,973 in economic impact in 2025, including \$4,618 in tax revenue + \$5,005 in harbor fees.

4- The Chamber is Cordova's designated Destination Marketing Organization (DMO) and works year-round through paid ads, cooperative marketing, travel trade, earned media, social media, and search engine optimization to market Cordova as a destination to a specific demographic of Independent Traveler. If even half of the online, phone, and in-person info requests we serviced converted, we estimate at least \$476,718 in economic impact, which equates to \$115,627 in sales tax + surtax revenue directly to the City.



\$1,236,502
total economic impact

\$200,215
direct City revenue

The Impact of \$0 City cash contributions to Chamber

Q- The Chamber has other revenue sources besides the City contribution, so shouldn't they still be able to operate the same?

A- No. The Chamber has worked to grow its other revenue sources including increasing its membership revenue, fundraising (Cordova Business Gala), event sponsorship, and charitable gaming. These total 50% of its total revenue, leaving less than enough to pay for one full-time employee.

The City lease that provides office space for the Chamber requires the Chamber to provide a minimum level of Visitor Center hours and services. So, in order to retain their office space, that single employee would be required to prioritize Visitor Center services before any other task.

This means, much less (if any) business support programs, which would lead to decreased membership revenue.

This also means fewer (if any) Chamber-led festivals or events which would lead to decreased sponsorship and event revenues.

The City is basically cutting the "matching funds" we need to create other revenue.

Q- Why was the City even providing funding to the Chamber? It's a nonprofit.

A- Because the Chamber performed work that was the City's responsibility (Visitor Services, Destination Marketing & Econ Dev). The Accommodation & Vehicle Rental surtax was created to fund this work, which the Chamber has been doing, and should be used for its intended purpose.

November 5, 2025

Cordova City Council
PO Box 1210
Cordova, Alaska 99574

read and
rec'd @
11/5/25
Reg Mtg

Regarding Land Disposal of a Portion of Lot 1, Block 7A, Tidewater Development Park

Dear City Council,

Under no circumstances should the city be selling this property.

If the city insists on changing it from a public use to private use—it should be a lease—so eventually it can come back to the public—or can be cancelled if they don't do what they say they are going to do.

Shame on the City having Planning and Zoning hold a special meeting last Tuesday to consider this—basically so that they could get it on council's agenda without time for the public to even be aware and write letters in time to be in the packet.

What's the rush?

Also, where is Camtu's proof that the Army Corps of Engineers told them "no" to their own dock. I never saw any application for public review.

There are viable alternatives—that can support their fishing and processing operations..

The public's desire is to keep this area public. If you decide to pass this land disposal, I will work to put this issue on the ballot. I am confident that once people know what an unreasonable deal this is for the people of Cordova—that we will prevail at the polls.

Sincerely,

Mary Anne Bishop
700 Fourth Street
Cordova, Alaska 99574

Cordova Chamber of Commerce support

From Adam Low <adamvlow@gmail.com>

Date Wed 2025-11-12 1:08 PM

To Susan Bourgeois <cityclerk@cityofcordova.net>

Cc executivedirector@cordovachamber.com <executivedirector@cordovachamber.com>

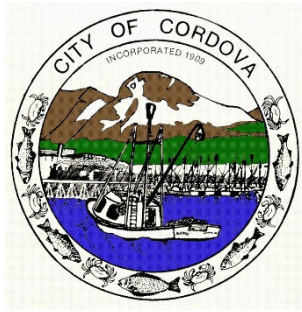
Hello,

I am writing to convey my support for the Cordova Chamber of Commerce.

Since leaving Cordova in 2011, my family and I have planned our visits and encouraged our friends to visit Cordova around the many festivals that Cordova does so well. I worry that these festivals won't happen as effectively without the efforts of this important organization.

Thank you,

Adam Low



AGENDA ITEM # 10
City Council Meeting Date: 11/19/25
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday November 19, 2025

ITEM: Ordinance 1237 – Purchase & Sale Agreement Lot 4A, Block 3, USS 3345
First Reading

NEXT STEP: Decision on Adoption of Ordinance 1237

☒ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☐ MOTION

I. REQUEST OR ISSUE: Requested Actions: Decision on Adoption of Ordinance 1237
Legal Description: Lot 4A, Block 3, USS 3345
Area: Approximately 4,382.42 Sq. Ft.
Zoning: Low Density Residential

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to adopt Ordinance 1237.”

III. FISCAL IMPACTS: The property could become part of the City’s sale revenue and be added to the tax rolls. Property tax could then start being collected.

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

Sanitary Sewer Main

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

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

Planning Commission Meeting

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

City Council Meeting

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

Request for Proposals

January 06, 2025, this Request for Proposals (RFP) was published. It closed on February 06, 2025. There were questions from multiple individuals but only one proposal received by the initial interested party Diana Riedel who submitted the letter of interest.

Planning Commission Meeting

April 08, 2025, the Planning Commission reviewed the only received proposal and recommended that the City Council negotiate with Diana Riedel.

City Council Meetings

April 16, 2025, the City Council made a decision to negotiate on the disposal of this lot with Diana Riedel.

April 30, 2025, the City Council directed Staff to negotiate specific terms into the agreement. The terms set were to use a Purchase and Sale style agreement. With a purchase and sale agreement the applicant would purchase the property and have the deed transferred into her name with the following requirements recorded on the deed. The right of reentry would include a substantial completion requirement of the structure applicant proposed to be finished on or before five (5) years from the date the agreement was signed, or reentry by the City to the property could occur. The right of first refusal on the deed.

May 21, 2025, the City Council heard the applicant's terms from her letter and direct Staff on how to proceed with negotiations and the terms they will accept within an agreement.

Planning Commission Meeting

August 12, 2025, the Planning Commission heard the applicants request for a variance. They approved that variance request with three conditions. The applicant filed an appeal to the Board of Adjustment requesting that one of the conditions be removed.

Board of Adjustment Meeting

October 22, 2025, the Board of Adjustment heard the applicant's appeal and approved the appeal with two conditions. Condition 1. Structure including eaves can be built up to the lot line but shall not cross into adjacent private property, public right-of-way, or utility easements. Condition 2. No permanent structures shall be constructed within any utility easement.

City Council Meeting

At the November 19, 2025, Regular Meeting, City Council is to review the attached Purchase and Sale Agreement and Exhibits and to make a decision to direct the City Manager to either enter into the Agreement, change the Agreement, or not accept the Agreement.

V. LEGAL ISSUES: The Purchase and Sale Agreement and Exhibits have been reviewed by the City's legal counsel and has been updated to the current version that is attached.

VI. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the Purchase and Sale Agreement as presented, direct staff to amend the Agreement, or choose not to lease or sell the property.

VII. ATTACHMENTS:

- A. Ordinance 1237
- B. Purchase and Sale Agreement and Exhibits

**CITY OF CORDOVA, ALASKA
ORDINANCE 1237**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE & SALE
AGREEMENT WITH DIANA RIEDEL & KILEY BURTON FOR LOT 4A, BLOCK 3, USS 3345**

WHEREAS, it is in the City of Cordova's interest to enter into a Purchase and Sale Agreement ("Agreement") of Lot 4A Block 3 USS 3345 ("Property") to Diana Riedel and Kiley Burton (Purchaser), for the uses specified in the Agreement; between the City of Cordova, Alaska ("City") and Diana Riedel and Kiley Burton attached to this ordinance as Attachment A ("Agreement"); and

WHEREAS, Diana Riedel submitted a Letter of Interest to purchase Lot 4A, Block 3, USS 3345 ("Property") from the City of Cordova ("City"); and

WHEREAS, disposal of this property would benefit the City of Cordova financially through the proceeds received from the sale, as well as the property tax generated from the land being in private hands; and

WHEREAS, disposal of this property would lead towards the development of a new dwelling unit which is in the best interest of the community and is consistent with the Comprehensive Plan; and

WHEREAS, The City Council Authorized the City Manager to negotiate a Purchase and Sale Agreement with Diana Riedel; and

WHEREAS, A Purchase and Sale Agreement was negotiated by both parties in good faith and is now before the City Council for consideration; and

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

Section 1. The City Manager is authorized and directed to enter an Agreement with Diana Riedel and Kiley Burton, in accordance with the terms in the Purchase and Sale Agreement as attached as Attachment A to this ordinance. The form and content of the Purchase and Sale Agreement now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Agreement reflecting the terms in the Purchase and Sale Agreement 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 he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Purchase and Sale Agreement as executed.

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall

not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

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

1st reading: November 19, 2025

2nd reading and public hearing:

PASSED AND APPROVED THIS ____ DAY OF ____ 2025.

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of November ____, 2025 (the “Effective Date”), by and between the CITY OF CORDOVA, an Alaska municipal corporation (“Seller” or the “City”), whose address is P.O. Box 1210, Cordova, Alaska 99574, and DIANA RIEDEL and KILEY BURTON (“Purchaser”), whose address is P.O. Box 6, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as Lot 4A, Block 3, USS 3345, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor’s Parcel No. 02-072-624; and

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

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

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

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller’s right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference, and legally described as follows:

Lot 4A, Block 3, USS 3345, Records of the Cordova Recording District, Third Judicial District, State of Alaska.

together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the “Property”).

2. Initial Deposit; The Purchase Price.

(a) Initial Deposit. A Two Thousand Five Hundred and 00/100 Dollars (\$2,500) initial deposit was received by Seller on February 18, 2025 (the “Deposit”), which is intended to cover ongoing expenses incurred by the City in connection with the transaction, including without limitation staff time, appraisal costs, attorney’s fees and costs, surveying and platting fees and costs, closing costs and escrow fees as provided in Cordova Municipal Code Section 7.40.100. The Purchase specifically agrees to pay the City in full at or before the Closing all fees and costs the City incurs to third parties in connection with the transaction, and any unexpended portion of the Deposit shall be applied to this reimbursement obligation. If the transaction is terminated by either party, the City shall retain the Deposit to cover expenses incurred by the City in connection with the transaction. The unexpended portion of the Deposit is refundable only as provided in Cordova Municipal Code Section 7.40.100.

(b) The Purchase Price. The purchase price for the Property is Fifty-Three Thousand Dollars and 00/100 Cents (\$53,000.00) (the “Purchase Price”) and shall be paid to Seller by Purchaser at Closing in readily available United States currency, together with all costs incurred by the City in connection with the sale of the Property, including, without limitation, any Closing Costs and other amounts payable under Cordova Municipal Code Section 7.40.100.

3. Title.

(a) Within ten (10) days following the Effective Date, Seller shall order from Fidelity Title Agency of Alaska, LLC (“Title Company”), a preliminary title report pertaining to the Property (the “Commitment”),

together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Title Company within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

6. Conditions Precedent to Closing.

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

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

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

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

- (4) Purchaser shall have delivered to Title Company the items described in Section 8.
- (5) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.
- (6) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

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

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

- (1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 12 or Section 13 of this Agreement within the time periods described in said Sections.
- (2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, dated the day of Closing, subject only to the Permitted Exceptions.
- (3) Seller shall have delivered the items described in Section 7.
- (4) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

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

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

- (a) A Quitclaim Deed with Right of Reentry and Right of First Refusal in the form attached hereto as **Exhibit B**, but which may be modified as requested by the Title Company, executed by Seller conveying the Property to Purchaser (the "Deed").
- (b) A duly executed copy of the Easement Agreement.
- (c) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.
- (d) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

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

- (a) The Purchase Price, payable as provided in Section 2, together with such other sums as Title Company or Seller shall require to pay, Closing costs, prorations, reimbursements and adjustments as set forth in Section 9 and Section 11, in immediately available funds.
- (b) A duly executed copy of the Easement Agreement.
- (c) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.
- (d) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement and/or as may be required by the Title Company.

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

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

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

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

10. Closing. The purchase and sale contemplated herein shall close on or before one hundred twenty (120) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska. The Closing shall occur at the offices of the Title Company as set forth in Section 19(m), or such other place as may be agreed by the parties.

11. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees, and any other fees or costs required by the Cordova Municipal Code Section 7.40.100 (collectively, the "Closing Costs"). Purchaser shall bear the expense of Purchaser's own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

12. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Initial Deposit but without any interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 12, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

13. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10)-day period, such party shall not

be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10)-day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

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

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, to terminate this Agreement by written notice to Purchaser, in which event, the Deposit shall be retained by Seller to pay the costs and expense incurred by the City in connection with the transactions contemplated by this Agreement in accordance with Cordova Municipal Code Section 7.40.100; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder.

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Seller shall deposit a copy of this Agreement executed by both Purchaser and Seller with Title Company. This Agreement, together with such further instructions, if any, as the parties shall provide to Title Company by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Title Company hereunder are not acceptable to Title Company, or if Title Company requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

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

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

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

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

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

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

15. Indemnification.

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

resulting from, arising out of, or related in any way to the Property, the sale of the Property, or the contents of the Property, including claims relating to any personal property. The obligations in this Section shall survive closing.

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

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

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

The obligations in this Section shall survive closing.

16. Development Plan and Right of Reentry.

(a) Site Development Plan; Reentry. In connection with its proposal to acquire the Property, Purchaser proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the "Site Development Plan"), which is attached hereto and incorporated herein as **Exhibit C**. The attached Site Development Plan has been approved by the Cordova City Council, and any proposed material change to the attached Site Development Plan by Purchaser requires written consent of both parties. This Agreement does not confer any approval from the Cordova Planning Commission regarding the Site Development Plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Purchaser's responsibility to ensure the Site Development Plan complies with all City Code requirements and procedures and must still submit a plan for approval by the Planning Commission as required by Cordova Municipal Code 18.33.130, and any other applications required for the project (including, without limitation, variance applications, at Purchaser's sole cost and expense.

(b) Right of Reentry. Purchaser agrees that it must substantially complete construction of the project set forth in the Site Development Plan attached as **Exhibit C** by a date that is five (5) years after the Effective Date of this Agreement. As used in this Agreement, the term “substantially complete” shall mean the stage of construction when (i) the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Purchaser can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and (ii) Purchaser has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: any and all inspections that are required for financing construction of the improvements provided for in the site development plan. These inspections shall be provided to the City within five (5) days of providing them to the entity financing the build. Certificates of inspections and the listed or required corrections in the case of a failed inspection, shall be provided to the City within five (5) days of receiving each inspection certificate or correction list. If Purchaser fails to substantially complete the construction of the project set forth in the Site Development Plan by **November __, 2030**, Seller shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the “Right of Reentry”), without any obligation to pay therefore or for any improvements made thereto (the “Reentry Date”), and provided further that Seller complies with the requirements applicable to it as set forth in Section 16(c).

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

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

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

17. Right of First Refusal. Purchaser covenants and agrees to acquire the Property subject to Seller’s right of first refusal, as provided in this Section. Purchaser further covenants and agrees that Purchaser shall not sell, transfer, convey, or dispose, or attempt to sell, transfer, convey, or dispose, of the Property in

violation of Seller's right of first refusal, and that any sale, transfer, conveyance, or other disposal of property which violates Seller's right of first refusal shall be void. The Deed to be delivered by Seller pursuant to the terms of this Agreement shall provide notice of Seller's right of first refusal, in substantially the form annexed hereto as **Exhibit B**. Purchaser covenants and agreements provided in this Section shall survive Closing. The terms of Seller's right of first refusal are as follows:

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

(b) Exercise of Right of First Refusal.

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

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

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

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

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

relinquishment or forfeiture of its right to first refusal and right of purchase regarding one Purchase Offer or Amended Purchase Offer, if applicable, in no way waives or terminates its right to first refusal and right of first purchase regarding any subsequent Purchase Offer.

18. Additional Agreements Regarding Sewer Improvements. The City requires a twenty (20) foot wide easement over and along the Property (the “Sewer Easement Area”), as certain City owned sewer and/or utility improvements are situated on the Property (the “Sewer Improvement”). The approximate location of the Sewer Easement Area is shown on Exhibit C, and the Survey attached as Exhibit D. Purchaser shall enter into a sanitary sewer easement agreement in the form prescribe by the City (the “Easement Agreement”) at Closing, which will be recorded in connection with Closing. The costs of preparing and recording the Easement Agreement shall be paid by Purchaser.

19. General Provisions.

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

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

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

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

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

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

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

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

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

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

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

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto

that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

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

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

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

Purchaser: Diana Riedel and Kiley Burton
P.O. Box 6
Cordova, Alaska 99574

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

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

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

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

[Signatures on following pages.]

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

SELLER: CITY OF CORDOVA

By: _____
Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASERS:

By: _____
Diana Riedel

By: _____
Kiley Burton

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Diana Riedel.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2025, by Kiley Burton.

Notary Public in and for Alaska
My commission expires: _____

Description of the Property

Legal Description:

Plat Image



Location Map

LOCATION MAP



EXHIBIT B

Quitclaim Deed with Right of Reentry and Right of First Refusal

THIRD JUDICIAL DISTRICT CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Diana Riedel and Kiley Burton
P.O. Box 6
Cordova, Alaska 99574

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 (“Grantor”), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to Diana Riedel and Kiley Burton (“Grantee”), whose address is P.O. Box 6, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property (the “Property”):

That remaining portion of Tract A, EYAK ADDITION TO THE TOWNSITE OF CORDOVA, ALASKA, being within U.S. Survey No. 3345 A & B, according to the Plat Book 1 at Page 16, in the record of the Cordova Recording District, Third Judicial District, State of Alaska; EXCEPTING THEREFROM All of Blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10; also appears of record as Lot 4A, Block 3, U.S. Survey 3345 A & B, Cordova-Eyak Addition Townsite.

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

This grant is further made subject to the following:

1. **Right of Reentry**

(a) **Site Development Plan; Reentry.** In connection with its proposal to acquire the Property, Grantee proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the “Site Development Plan”), which is attached hereto and incorporated and attached to a certain purchase and sale agreement between Grantor and Grantee, dated **November __, 2025** (the “Purchase Agreement”). Grantee agrees that it must substantially complete construction of the project set forth in the Site Development Plan by a date that is **five (5) years** after **November __, 2025**. As used in this Deed, the term “substantially complete” shall mean the stage of construction when (1) the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Grantee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and (2) the Grantee has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16, including, without limitation, any and all inspections that are required for financing construction of the improvements provided for in the site development plan. Such inspections shall be provided to the City within five (5) days of providing them to any entity financing the construction. Certificates of inspections and the

listed or required corrections in the case of a failed inspection, shall be provided to City within five (5) days of receiving each inspection certificate or correction list. If Grantee fails to substantially complete the construction of the project set forth in the Site Development Plan by **November , 2030** (the "Reentry Date"), Grantor shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the "Right of Reentry"), without any obligation to pay therefore or for any improvements made thereto, and provided further that Grantor complies with the requirements applicable to it as set forth in Section 1(b).

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

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

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

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

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

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

ii. If after execution of the Purchase Offer, the Grantee and third-party amend the Purchase Offer, the Grantee shall present a copy of the Purchase Offer as amended ("Amended Purchase Offer") to Grantor in accordance with Section 2(a)(i) above, and Grantor will then have ten (10) days from receipt of the Amended Purchase Offer ("Amendment Period") to either agree to purchase the Property on the same terms and conditions set forth in the Amended Purchase Offer, or decline to exercise its right of first refusal no later than ten (10) days after being presented with a copy of the Amended Purchase Offer. If Grantor agrees to accept the Amended Purchase Offer, within the Amendment Period, the Property shall be conveyed to the Grantor in accordance with the terms of the Amended Purchase Offer.

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

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

DATED this ____ day of _____, 2025.

GRANTOR: CITY OF CORDOVA

Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Samantha Greenwood, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

GRANTEE:

Diana Riedel

Kiley Burton

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by Diana Riedel, known to me to be the individuals who executed the instrument for the uses and purposes set
forth therein.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by Kiley Burton, known to me to be the individuals who executed the instrument for the uses and purposes set
forth therein.

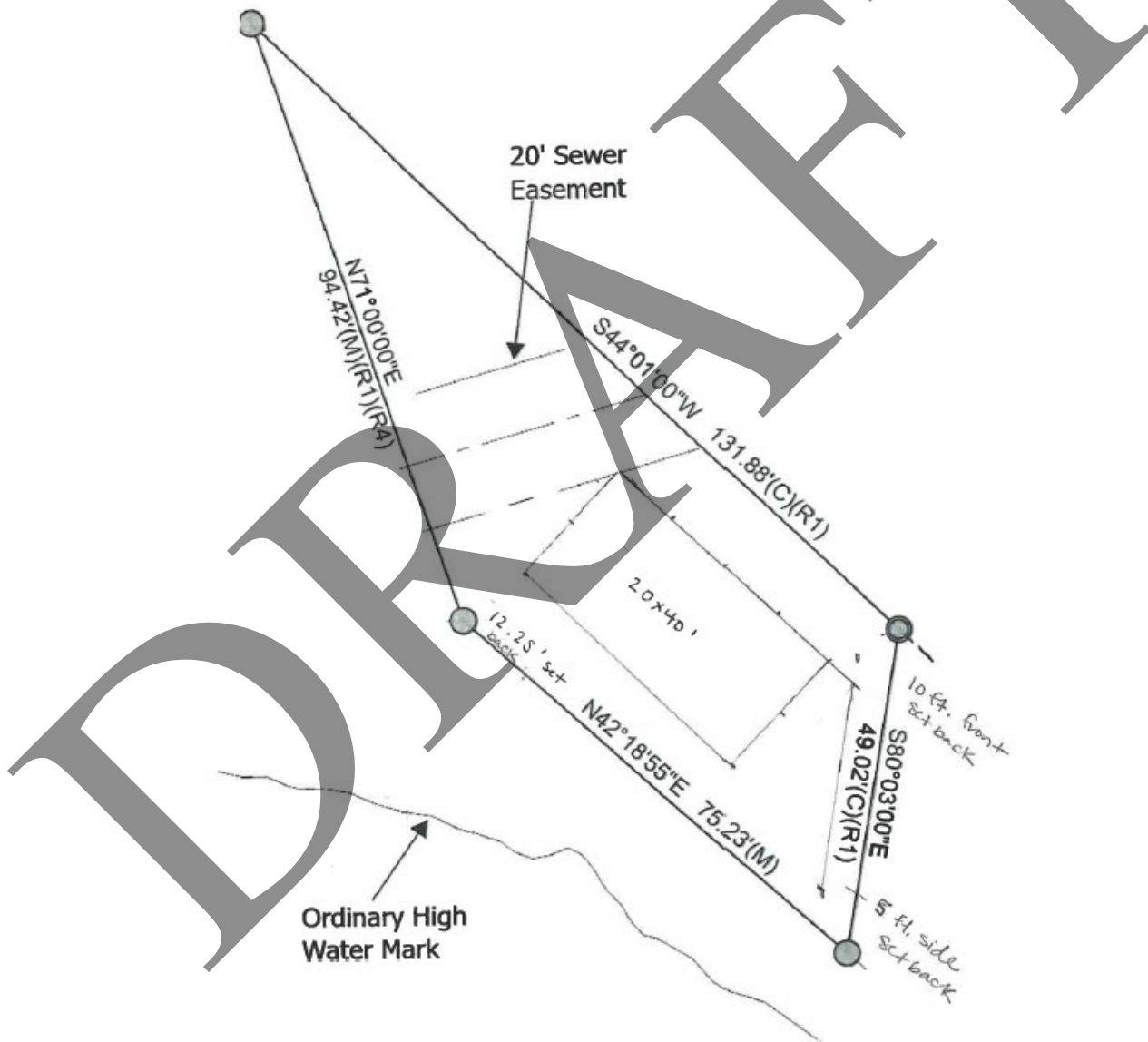
Notary Public in and for Alaska
My commission expires: _____

EXHIBIT C

Site Development Plan

Additional minimal required information:

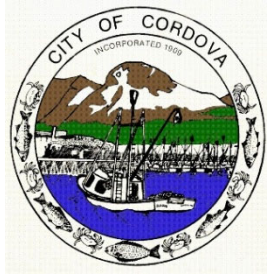
1. Proposed development is to clear, stub in utilities, and fill this lot.
2. Ideally a 24x40 building would be built on this lot, but AS IS unless granted a back variance of an additional 4 feet a 20x40 structure is about the most that can fit with the setbacks. A two-story building would give you 1600 sq feet.
3. I provided my initial set of plans to the city with the application to open this property, but I am proposing a cash sale for a title transfer.
4. Clear the property and prep it for a single-family house that is much needed in this community.
5. Value of proposed improvement: \$40,000 in the first year to get it up to foundation standards.
6. One year to clear, stub in utilities and fill this lot.



Survey

2025-2





AGENDA ITEM # 11
City Council Regular Meeting Date: 11/19/2025
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner
DATE: Wednesday, November 19, 2025
ITEM: Letter of Interest from the Prince William Sound Science Center
NEXT STEP: Decision on Disposal and Disposal Method

☐ INFORMATION
☒ MOTION

☐ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE: Requested Actions: Decision on Disposal and Disposal Method
Applicant: Prince William Sound Science Center
Legal Description: A Portion of Lot 3, Block 7A, Tidewater Development Park (Old Sea Grant Building)
Area: Approximately 750 Square Foot Structure
Zoning: N/A

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

“I move to dispose of A Portion of Lot 3, Block 7A, Tidewater Development Park (AKA The Old Sea Grants Building) a Structure that is Approximately 750 Square Feet as outlined in Cordova Municipal Code 7.40.060 B by *”

Choose one of the following to insert for the asterisk:

1. Negotiate an agreement with the party who submitted a letter of interest to lease the property. (Prince William Sound Science Center)
2. Invite sealed bids to lease the property.
3. Offer the property for lease at public auction.
4. Request sealed proposals to lease the property.

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

IV. BACKGROUND INFORMATION: The Prince William Sound Science Center (PWSSC) is the current lessor of the structure and has leased it since August 24, 1999. The current lease expires on December 31, 2025. The lessor would like to continue to lease this structure and has submitted their letter

of interest to the City.

Staff has no concerns with this proposed lease as this structure has had a long history of being leased without issue to this applicant.

Planning Commission Recommendation

The Planning Commission heard this item at their Regular Meeting on Monday November 10, 2025. The Commission recommended that City Council dispose of this property by directly negotiating a lease with the PWSSC.

Council Considerations

The Letter of Interest is attached for review. The City Council shall make two decisions regarding this memo: First, is if the requested property should or should not be leased. If it is determined that the best interest of the City is to lease the subject property they shall second, determine by what method they recommend the building be disposed of (direct negotiation, sealed bids, public auction, or request for proposals).

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 7.40.060(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.*

7.40.030 – Land Disposal Map

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

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

VI. SUMMARY & ALTERNATIVES: The applicant would like to lease an approximate 750 square foot structure known as the Old Sea Grants Building located on the North Harbor Loading Dock. The City Council may make a motion to dispose of or not dispose of this property via a lease.

VII. ATTACHMENTS:

- A. Subject Property
- B. Letter of Interest

**OLD SEA GRANTS BUILDING
A 750 SQ FT STRUCTURE LOCATED ON A PORTION OF
LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT PARK**

**Subject
Property**



PO Box 705
Cordova, AK 99574

907.424.5800
pwssc@pwssc.org

www.pwssc.org

25 October 2025

Dear City of Cordova,

We are submitting this letter of interest to renew our lease of the Old Sea Grant building located on a portion of Lot 3, Block 7A, Tidewater Development Park

There are approximately 2-3 people utilizing this as storage space for supplies and equipment. It is used as a staging area from which we deploy and retrieve instrumentation and supplies onto and off of vessels using the crane on the dock when we are departing on and returning from research cruises. The individuals using the facility will need to access it occasionally as required by their job/project. When removing/storing equipment they would be parking on the street near the old science center building or temporarily on the dock as necessary to load/unload items.

We are requesting to renew the lease for an additional two years. This facility has been an important asset and although we have new facilities, they are not in a location that allows us to easily aggregate and deploy the supplies we use in research cruises, both on our own vessel and chartering vessels owned by other entities in the community. We appreciate your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Tyler Tulloch". The signature is written over a horizontal line.

Tyler Tulloch, COO
Prince William Sound Science Center



City Council of the City of Cordova, Alaska

Pending Agenda

November 19, 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) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23	9/6/2023
2) City Code re: procurement, Manager spending limit trigger in a code provision	4/19/2023
3) Discuss/create a policy for established timeframes for review of City ongoing contracts	9/6/2023
4) Strategic planning work sessions (goal setting), 2/19/25, 3/19/25, next tbd	3/5/2025
5) Bonding for City streets - explore for when asphalt plants will be in town during other projects	4/3/2024
6) Enterprise funds accounting procedures	11/6/2024
7) Revisit Economic Development Property Tax Exemptions, Ordinances 1217 & 1223	12/4/2024
8) Fill projects - for shipyard, for businesses, potential locations	3/19/2025
9) Per ordinance 1231 - Council to revisit \$3M in AMLIP to determine pay back scenarios to PF before 12/31/25	5/21/2025
10) Annexation of whitshed/other surrounding areas and/or research/ borough formation	8/6/2025
11) MOU with Chamber for tourism mktg - tie funding to deliverables and a % of public accomodations tax rev	10/15/2025

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) 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:
1/21/2026 4/15/2026 7/15/2026 10/21/2026
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
November 19, 2025 Regular Council Meeting

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

1) Cordova Fisheries Committee: 1- Kory Blake 4- Trae Lohse 7- John Williams
auth res 10-24-32 approved Oct 2, 2024 2- Rod Jensen 5- Tyler Dillon
committee appointed 3/5/25 3- Kelsey Hayden 6- Jerry McCune
previous meetings: 3/13/25, 5/8/25, 10/16/25
next meeting date: **12/4/2025**

2) Cordova Trails Committee: 1-Elizabeth Senear 2-Toni Godes
re-auth res 11-18-29 app 11/7/18 3-Dave Zastrow 4-Ryan Schuetze
auth res 11-09-65 app 12/2/09 5-Stormy Haught 6-Michelle Hahn

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

November 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30		1
			DoT Open House 11/5 4-6pm 11/6 11am-1pm			
2	3	4	5	6	NVE Sobriety Celebration 11/6-11/9	
			 11/5-11/9 Cordova Center 5:30 budget wksn CCAB 6:45 public hearing 7:00 Council reg mtg CCAB		THE 30TH ANNUAL SOBRIETY CELEBRATION THEME IS: "HONORING OUR ELDERS"	
9	10	11	12	13	14	15
 11/5-9 Cordova Center		 Veteran's Day Holiday City Offices closed 6:30 P&Z CCAB			6:00 budget wksn CCAB	
16	17	18	19	20	21	
		5PM CTC Board Mtg 7:00 Sch Bd HSL	6:30 budget wksn CCAB 6:45 public hearing 7:00 Council reg mtg CCAB			
23	24	25	26	27	28	29
		6:00 P&R CCM	6:00 CEC Board Mtg CCER	 12:00 Hosp Svc Bd HCR	Thanksgiving Holiday City Offices closed 11/27 & 11/28	
30	1	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

December 2025

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
			6:45 Council PH 7:00 Council reg mtg CCAB		 Cordova Holiday Bazaar Dec 5-6 @ Mt. Eccles	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
 Happy Hanukkah Dec 14- Dec 22	Mar 3, 2026 Election: declaration of candidacy period opens 12/16/25	6:30 P&Z CCAB 5:30 CTC Board Meeting CCER	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	12:00 Hosp Svc Bd HCR		
21	22	23	24	25	26	27
			7:00 Council reg mtg CCAB	 Christmas Holiday City Offices closed 12/25		
28	29	30	31	1	2	3
	Happy Kwanzaa Dec 26-Jan 1 		6:00 CEC Board Mtg CCER			
4	5	6	7	8	9	10
		6:00 P&R CCM				

Notes

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

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

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

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

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

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
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
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	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	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)