

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
January 7, 2026 @ 7:00pm
Cordova Center Comm Rooms
Agenda**

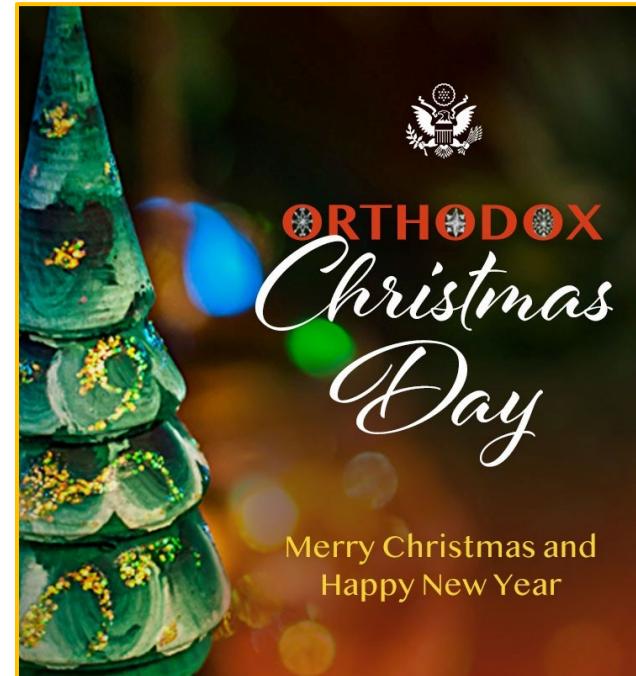
A. Call to order

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

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

4. Council action to waive protest for Liquor License renewal for Baja Taco, LLC dba..... (page 1)
Baja Taco, Restaurant Eating Place license #5653
5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absences of Council member Aaron Hansen from the December 3, 2025, Regular Meeting of Council member Sherman from the December 17, 2025, Regular Meeting

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

6. Mayor's Report
7. City Manager's Report
8. City Clerk's Report..... (page 11)
 - a. March 3, 2026, Regular City Election notices (how to register, declare, vote absentee)..... (page 12)
 - b. 2025 City Council attendance report..... (page 14)

K. Correspondence

9. City Council correspondence primer: correspondence policies & procedures..... (page 16)
 - a. 12-01-25 **J. Gold** email regarding library funding cuts..... (page 17)
 - b. 12-14-25 Email from **J. Harry** of ARVO (AK rural vet outreach) regarding 2026 Cordova clinic..... (page 21)
 - c. 12-18-25 Public & Agency review period for amendment to Aquatic Farmsite Lease near Cdv..... (page 22)
 - d. 12-23,29,30-25 Emails btw **Mayor Smith** and DoT Commissioner **Anderson** regarding Aurora..... (page 25)
 - e. 12-30-25 DoT & AMHS notice of public review period for summer '26 ferry schedule..... (page 27)

L. Ordinances and Resolutions

10. Resolution 01-26-01..... (voice vote)(page 28)

A resolution of the Council of the City of Cordova, Alaska authorizing the conveyance of approximately 750 usable square feet of storage space located on the North Harbor loading dock and referred to as the Old Sea Grant building at 224 Breakwater Ave Cordova, Alaska

M. Unfinished Business - none

N. New & Miscellaneous Business

11. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 41)

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.

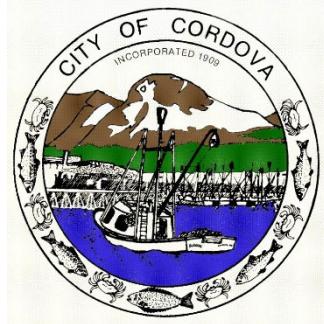
R. Adjournment

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**

Regular Meetings of the Cordova City Council are live streamed on the City's YouTube <https://www.youtube.com/@CityofCordovaAlaskastreams> or are available there for viewing or audio-only by the next business day

if you have a disability that makes it difficult to attend city-sponsored functions, contact 907-424-6200 for assistance.
full City Council agendas and packets available online at www.cityofcordova.net



AGENDA ITEM 4

City Council Meeting Date: 01/07/26

CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 12/30/25
ITEM: Council option to protest/waive protest for renewal of Liquor License #5653
NEXT STEP: Motion to waive protest via approval of consent calendar

ORDINANCE RESOLUTION
 MOTION INFORMATION

I. REQUEST OR ISSUE: A Cordova business, Baja Taco LLC, has applied for a Liquor License Renewal (Restaurant Eating Place) with the State through the AMCO (Alcohol and Marijuana Control Office).

II. RECOMMENDED ACTION / NEXT STEP: Council action to waive right to protest the renewal.

III. FISCAL IMPACTS: none, staff sees no reason to protest see background information

IV. BACKGROUND INFORMATION: Finance Staff & Deputy City Clerk have determined this business to be current in all financial obligations to the City (utilities, property taxes, business taxes). Police Department has no public safety concerns about this business. Planning Department sees no zoning reason to consider protest.

V. LEGAL ISSUES: The local governing body's right to protest is defined in AS 04.11.480, attached.

VI. SUMMARY AND ALTERNATIVES: Council approval of the consent calendar would constitute approval of this motion:

Council motion to waive it's right to protest the renewal of liquor license #5653, Baja Taco, LLC, Package Store.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

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

December 16, 2025

From:

Licensee: **Baja Taco LLC**

DBA: Baja Taco

VIA email:

Local Government 1: Cordova

Via Email:

Re: Restaurant Eating Place License #5653 Combined Renewal Notice for 2026-2027 Renewal Cycle

License Number:	#5653
License Type:	Restaurant Eating Place License
Licensee:	Baja Taco LLC
Doing Business As:	Baja Taco
Physical Address:	137 Harbor Loop Rd Cordova, AK 99574
Designated Licensee:	Andra Doll
Phone Number:	907-253-5599
Email Address:	

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

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

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

Your application will be scheduled for the **February 3rd, 2026** board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to

protest per AS 04.11.480(a). Information about this board meeting can be found on our website closer to the date of the board meeting. [Home, Alcohol & Marijuana Control Office](#)

Please feel free to contact us through the email address if you have any questions.

Dear Local Government:

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

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

If you have any questions, please email

Sincerely,
Reece Parks, Licensing Examiner II
For
Kevin Richard, Director



Document reference ID : 6147

Renewal Application Summary

Application ID:	6147
License No:	5653
License Type applied for Renewal:	Restaurant Eating Place License (REPL)
Licensee Name:	Baja Taco Llc
License Expiration Date:	12/31/2025
Doing Business As:	Baja Taco
Premises Address:	137 Harbor Loop Rd, Cordova, AK, 99574
Application Status:	In Review
Application Submitted On:	11/02/2025 04:58 PM AKST

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	
Alaska Entity number (CBPL):	10018779
Alaska Entity Formed Date:	
Home State:	

Entity Contact Information

Entity Address: PO Box 23, Cordova, AK, 99574

Local Government and Community Council Details

City/Municipality: Cordova

Borough: Unorganized Borough

Renewal Information

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

No

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

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

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

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

Please select the seasonality:

Year-round

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

No

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

Restaurant Affidavit

Revenue in Food Sales during the first Calendar Year in the Renewal Period	\$xxx.xx
Revenue in Alcohol Sales during first Calendar Year in the Renewal Period	\$xxx.xx
% of Gross Revenue from Food Sales during the first Calendar Year in the Renewal Period	95.08
Revenue in Food Sales during the second Calendar Year in the Renewal Period	\$xxx.xx
Revenue in Alcohol Sales during second Calendar Year in the Renewal Period	\$xxx.xx
% of Gross Revenue from Food Sales during the second Calendar Year in the Renewal Period	93.48

Restaurant Detail

Dining after standard closing hours: AS 04.16.010(c)	No
Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)	Yes
Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)	Yes
Employment for any persons under 21 years of age: AS 04.16.049(c)	Yes
List where within the premises minors are anticipated to have access in the course of either dining or employment. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)	

Minors that are dining are only allowed in the "No Alcohol" section, unless they are with someone over 21. Minor Employees are only allowed to work in the kitchen. Alcohol is stored in a different area, which they are not allowed.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

The restaurant is very small and we keep a close eye on everyone working and dining. I work everyday and when I am not there, the manager is there keeping a close eye. I have not had a problem with minors trying to gain access to alcohol.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours? Yes

Food Service Permit

Is your license located in Municipality of Anchorage? No

Do you have Approved food service permit for this premises? Yes

Entertainment & Service

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises? No

Food and beverage service offered or anticipated is: Counter Service

Hours Of Operation

Sunday 07:00 AM - 09:00 PM

Monday 07:00 AM - 09:00 PM

Tuesday 07:00 AM - 09:00 PM

Wednesday 07:00 AM - 09:00 PM

Thursday 07:00 AM - 09:00 PM

Friday 07:00 AM - 09:00 PM

Saturday 07:00 AM - 09:00 PM

Attestations

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

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

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

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

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

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

Signature

This application was digitally signed by : Andra Doll on 11/02/2025 05:26 PM AKST

Payment Info

Payment Type : CC

Payment Id: 564bd01e-c67f-4fca-9cd1-62326fc2f596

Receipt Number: 101190338

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that the owner

BAJA TACO LLC

is licensed by the department to do business as

BAJA TACO

PO BOX 23, CORDOVA, AK 99574

for the period

October 30, 2025 to December 31, 2027
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having
complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Sande
Commissioner

Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Baja Taco LLC

Entity Type: Limited Liability Company

Entity #: 10018779

Status: Good Standing

AK Formed Date: 2/14/2014

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2028

Entity Mailing Address: PO BOX 23, CORDOVA, AK 99574

Entity Physical Address: 137 HARBOR LOOP RD., CORDOVA, AK 99574

Registered Agent

Agent Name: Andra Doll

Registered Mailing Address: PO BOX 23, CORDOVA, AK 99574

Registered Physical Address: 607 4TH ST., CORDOVA, AK 99574

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Andra Doll	Manager, Member	100.00

Filed Documents

Date Filed	Type	Filing	Certificate
2/14/2014	Creation Filing	Click to View	Click to View
4/07/2014	Initial Report	Click to View	
12/07/2015	Biennial Report	Click to View	
1/09/2018	Biennial Report	Click to View	
10/09/2019	Biennial Report	Click to View	
10/13/2021	Biennial Report	Click to View	
10/03/2023	Biennial Report	Click to View	
10/30/2025	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)



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

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

CITY CLERK'S REPORT TO COUNCIL

January 7, 2026, Regular Council Meeting

Election: The change we made to the code several years ago removed requirements for publishing many City events/items in a newspaper. Add to that our paring down of publications/advertising budgets across City departments for 2026 and you get little to no election information being published in the Cordova Times beginning with this the Regular City Election of March 3, 2026. The replacement ads/publications will be: 1) City's Gov Delivery email system, 2) City of Cordova Facebook page, 3) posting these catchy fliers/NOTICES (see first 2 attached here) at Post Office, Library, City Hall & upstairs at Cordova Center and 4) City website's dedicated Elections Information page: <https://www.cityofcordova.net/about-cordova/election-information/>

Bond/Loan propositions on City ballots have statutory advertising requirements and State Statute has a different definition of "published/publication" than the City. Therefore, for the bonded indebtedness ads for this upcoming election (required due to prop 1 loan for landfill fence) we will be using a combination of City and State requirements and publish the ad twice in the Cordova Times while also posting in 3 public places for at least 5 days.

Council Attendance: A few years ago, Council asked to be updated on Council attendance statistics for regular Council meetings. Unless Council determines differently, I'll do that by submitting this report annually and beginning of a new year seems an appropriate time to do so. Attendance was excellent last year, and no Council members were ever in danger of approaching any limits of unexcused absences that would require further action.

Meeting Dates: There is a conflict for building usage coinciding with the January 21, 2026, Regular Council Meeting. I'd like Council to determine it is in the best interest of the City to cancel that regular meeting and City staff and Mayor will work on filling in the gap with a special meeting during the 3rd week of January or at another time if important issues arise that are time-sensitive and require Council action before the February 4, 2026, Regular Meeting. Please bring this up at pending agenda tonight.

Property Assessments /Taxation /Exemptions: Deputy Clerk Colette Gilmour and City contract assessors, Appraisal Company of Alaska, continue to prepare for the 2026 property tax season. The deadline for property tax exemption applications is January 15, 2026. Assessment Notices will be mailed in early March 2026.

Pending Agenda: Along with discussing the need to cancel January 21, 2026, Regular Meeting, Council and City Manager may consider revisiting the CIP List Resolution at any Special Meetings which may arise in January or else at the February 4, 2026, Regular Meeting. The legislative session is set to begin mid-January, and it is important for us to have that list updated to our most current needs timely for the session.

Out of the Office: I am working remotely and intermittently for the month of January. There will be several vacation days but most of the time I will check emails and dedicate a few to several hours per day to City business depending on need. Deputy Clerk Colette Gilmour will be physically present in the office while I am away. I am accessible by phone/text/email and can access all necessary City documents/folders using City laptop and VPN. I will attend Meetings via zoom if Mayor or Council determine that is necessary, but this will be an excellent opportunity for the Deputy Clerk to get experience managing meetings.

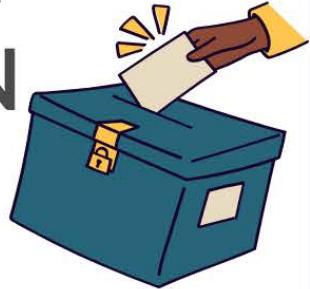


ELECTION DAY

TUESDAY, MARCH 3, 2026



CITY OF CORDOVA REGULAR ELECTION



**POLLING PLACE - CORDOVA CENTER
COMMUNITY ROOM A**
VOTING HOURS - 7:00 AM TO 8:00 PM

Offices to be Elected

- Two (2) City Council Members, for Two (2) Regular, Three (3) Year Terms
- One (1) School Board Member, for One (1) Regular, Three (3) Year Term
- One (1) Hospital Services Board Member, for One (1) Regular, Three (3) Year Term

Declaration of Candidacy

To Declare Candidacy: Any qualified voter who meets the residency and age requirements of the elective office must file, not earlier than the date of first posting of this notice (Tuesday December 16, 2025) and at least by 30 days before the election (by Monday February 2, 2026), with the city clerk, a sworn declaration of candidacy using the declaration of candidacy form that applies to the office for which they are a candidate in order for the voter's name to appear on the ballot as a candidate for that elective office.

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

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

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

- Qualified to vote in State Elections and registered to vote in State Elections at a residence address within the City limits of Cordova at least thirty days immediately preceding the City Election (by Sunday, February 1, 2026),
- A resident of the City for thirty days immediately preceding the City Election (by Sunday February 1, 2026), and
- Not disqualified under Article V of the Alaska Constitution.

For more information, visit our election website
www.cityofcordova.net/about-cordova/election-information/

City of Cordova Regular Election

March 3, 2026



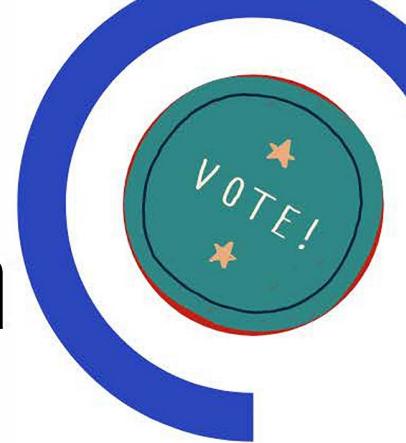
Early, Absentee, & Special Needs Voting

Early Voting: Feb 10-Mar 2, 8am-5pm, M-F, except Mon Feb 16 @ Cordova Center

Application for absentee voting: apply from Jan 1-Feb 25, email or call City Clerk or application is on City website

Casting an absentee ballot: must be postmarked on or before Mar 3 & must be received no later than Mar 17 - may be deposited in election drop box upstairs at Cordova Center under covered driveway by close of polls, 8pm on Mar 3

Absentee voting a special needs ballot: a qualified voter unable to get to polling place because of disability, infirmity, or confinement may vote absentee by special needs - through a representative request a special needs ballot on election day or from City Clerk up to 21 days before election day (beginning on Feb 10)



Offices to be elected:

2 City Council Members
1 School Board Member
1 Hospital Services Board
Member



Proposition No. 1:

May the City borrow up to \$870K from DEC, \$500K of which qualifies for forgiveness, to construct a bear & litter mitigation fence at landfill?



for more information visit our election website
www.cityofcordova.net/about-cordova/election-information/



COUNCIL ATTENDANCE RECORD

JANUARY - JUNE 2025

	01/01/25	01/15/25	02/05/25	02/19/25	03/05/25	03/19/25	04/02/25	04/16/25	05/07/25	05/21/25	06/04/25	06/18/25	
Mayor Smith		previous member pre-election						v	v	v	z	v	c
Debra Adams		previous member pre-election						v	v	v	v	v	a
Aaron Hansen		previous member pre-election						v	v	v	v	e	n
Kasey Kinsman	canc	v	v	v	v	v	v	z	v	v	v	c	
Mike Mickelson		previous member pre-election						v	v	v	z	e	e
Wendy Ranney	l	v	v	v	v	z	z	v	v	v	v	l	
Cathy Sherman	e	v	z	v	z	z	z	z	v	v	e	e	
Dave Zastrow	d	v	v	v	v	e	v	v	v	v	v	d	

JULY - DECEMBER 2025

	07/02/25	07/16/25	08/06/25	08/20/25	09/03/25	09/17/25	10/01/25	10/15/25	11/05/25	11/19/25	12/03/25	12/17/25
Mayor Smith	v	v	v	v	v	v	u	v	v	z	v	v
Debra Adams	z	v	e	v	z	v	u	v	v	v	v	v
Aaron Hansen	v	e	e	v	e	v	e	v	v	v	u	v
Kasey Kinsman	v	v	v	v	z	e	v	z	z	z	z	z
Mike Mickelson	e	z	e	e	z	e	v	z	z	z	z	z
Wendy Ranney	z	v	v	v	v	v	v	v	v	v	v	v
Cathy Sherman	v	v	v	v	v	v	z	u	v	v	v	u
Dave Zastrow	v	e	v	v	e	v	v	v	v	v	z	v

LEGEND

	previous council member i.e. pre-2025 election
	canceled mtg
	absence - either e or u (excused or unexcused)
	tc - teleconferenced or z - zoom
	v - vacant
	in person attendance

	2025 record		22 regular mtgs		
	present	excused	unexcused	% present	% present or excused
Mayor Smith	16	0	1	94.12%	94.12%
A Debra Adams	15	1	1	88.24%	94.12%
B Aaron Hansen	11	5	1	64.71%	94.12%
C Kasey Kinsman	21	1	0	95.45%	100.00%
D Mike Mickelson	12	5	0	70.59%	100.00%
E Wendy Ranney	22	0	0	100.00%	100.00%
F Cathy Sherman	19	1	2	86.36%	90.91%
G Dave Zastrow	19	3	0	86.36%	100.00%

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

If the mayor or any council member is absent from more than one-half of all the regular meetings of the council held within any period of four consecutive calendar months, without being excused from attending such meetings, the council shall declare the mayor's office or that member's seat vacant. The council shall determine whether any absence is excused. (Amended by Resolution 5-95-56, approved by the voters on July 19, 1995).

3.12.022 Absences to terminate membership.

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

(Ord. 957 § 2, 2004).

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.

Fw: 2026 proposed library budget, concerns.

From Kristin Smith <mayor@cityofcordova.net>
Date Mon 2025-12-15 12:40 PM
To Susan Bourgeois <cityclerk@cityofcordova.net>

3 attachments (2 MB)
11-19-25_library_museum.pdf, 11-19-25_cuts.pdf, 11-19-25-Council-Budget-Work-Session-Packet.pdf;

Kristin Smith, Mayor
City of Cordova
PO Box 1210
601 1st Street
Cordova, AK 99574
(907) 424-6200, City Hall
(907) 253-5135, Cell
mayor@cityofcordova.net

From: J Go <dontburnthewitch@gmail.com>
Sent: Monday, December 1, 2025 10:29 AM
To: Kristin Smith <mayor@cityofcordova.net>
Subject: 2026 proposed library budget, concerns.

Mayor Smith,

I am forwarding to you a letter of concern (and corresponding attachments) that I sent to the library's board and non-profit/volunteer group president on November 21st.

I trust that you have some familiarity with my history as a former employee of the library department, and of my resignation from the City in February. I have always, and still do, care deeply for the library's future and for the quality of service that it delivers to our community.

I am upset to learn that of the two positions the City has cut in an effort to balance the 2026 budget, one was that of a part-time librarian. It is my belief that the library does not have the advocacy that it deserves. I continue to feel skeptical about the recent leadership model that the City has assigned to the department. Even if the ideal of one-department-head-per-department is not a fiscal feasibility, a leader of multiple departments ought to treat each department with equal diligence.

I understand that the budget moves to resolution this week. Still, it feels important to me, to state these things for the record.

In the letter below, I offer budgetary facts to make a case for what looks like biased leadership, and a plea for library advocacy.

Thank you for your time, and civic commitment to our community,
Jillian Gold

----- Forwarded message -----

From: **J Go** <dontburnthewitch@gmail.com>

Date: Fri, Nov 21, 2025 at 10:28 PM

Subject: 2026 proposed library budget, concerns.

Library Board Chair, Vice Chair, & Members; FOL President ---

I am writing with concern for the library's proposed budget for 2026.

I understand that the City is in a tough financial place, and that cuts are happening. The library is an essential community service and I beg everyone who is in a position to advocate for the department, to do so to the full extent of their ability.

The library is not just a place that holds and shares media, unless it gets reduced to that. In which case, many people will suffer from the loss of help and services. I worry that there is too big of a gap between library users and the people who budget for the department. The City's managing body is not who comes to the library for print & fax services, neither do they use the library as a resource for help with submitting PFD applications, tax forms, citizenship documents.

I am surprised to see that the proposed 2026 budget for the library will satisfy **only 2.75 full-time employees**, especially when seen alongside a museum department that is budgeted to satisfy 3 full-time employees. When I think of the year-round volume of foot traffic that the library sees, the programming that it hosts, that it is essentially "the people's office" with wifi, print & fax services --- Well, I'm confused. I love the museum, and I certainly see its community value. However, it is not where people go to for help with any untold number of genuine essentials for family and finance. I'm curious, does this proposed figure of full-time employees suggest a potential reduction in hours of operation?

Reviewing the City Council work session packet from November 19th (<https://www.cityofcordova.net/wp-content/uploads/2025/11/11-19-25-Council-Budget-Work-Session-Packet.pdf>), I am concerned to see that in Round 3 and Round 4 of cuts, the losses to the library total: **\$44,702**. Please review the packet on your own as it is possible that I have misunderstood or miscalculated this figure. Attached is the packet in full, as well as an isolated image of the rounds of cuts, and a side-by-side image of the library's and the museum's proposed 2026 budgets.

The library's proposed 2026 budget for salaries & wages is **\$58,047** less than was budgeted for in 2025. Conversely, the museum's proposed 2026 budget for salaries & wages is \$14,651 more than was budgeted for in 2025.

It seems strange that the museum has \$16,135 more than the library has allocated for its 2026 salaries & wages, especially given that each department's 2025 year-to-date salary/wage expenditures would suggest an exactly converse need.

Also confusing, is that the library's temp budget has been reduced from \$2,000 to **\$ZERO**, while the museum's temp budget has been bolstered from \$2,000 to \$4,000. Again, of note, is the exactly converse need for funding as suggested in the 2025 year-to-date expenditures which show the museum's temp use at less than half than that of the library.

The library's total proposed loss in budget for 2026 is: **\$132,426**

The museum's proposed budget has some small gains totaling: \$1,168

Again, please review the packet on your own and double check any math that I've offered here.

I have been, and continue to be, concerned for the library's future. I do not believe that its current leadership is a solid voice of departmental advocacy. Please, help to be that voice, if you are able.

With Gratitude, Always,
Jillian Gold

As seen on page 3 of Council Budget Work Session Packet
Dated: 11-19-2025

Budget Changes over the course of 6 Council Budget Work Sessions

	Round 1 Cuts
(\$1,200,000)	Round 1 deficit
\$336,432	Operational Cuts - roll back to FY25 plus 10% operational cut
(\$863,568)	Round 2 deficit
	Round 2 Cuts
\$90,000	other entities - Chamber, CFRC
\$10,000	Ski Hill
\$200,000	School
\$7,000	HRA
\$176,205	Comptroller unfunded
\$80,000	Chip Seal
\$7,000	Computer & Peripheral
\$13,200	Newspaper
\$3,000	adobe license
(\$310,385)	Round 3 deficit
	Round 3 Revenue Increases
\$100,000	Raw Fish tax
\$35,000	Remote Sellers sales tax
	Round 3 Cuts
\$13,000	Cemetery
\$1,000	Facility Maintenance Temps
\$5,000	Streets Temps
\$8,000	Library Temps
\$3,000	Pool Computer
\$11,000	PW Professional Services
\$13,000	Police Department
\$16,000	Finance Profession Service
\$5,000	HRA reduction (leaves \$20,000)
\$6,645	Council/Mayor/PZ commission
\$93,768	Communications and Grants position Lay-off
\$0	Balanced Budget-waiting on Sales tax
(\$400,000)	Round 4 Deficit Sales Tax shortfall
	Round 4 Cuts
\$100,000	CCMC contribution
\$169,000	Insurance/Personnel adjustments
\$71,735	Part-Time Lifeguard position unfunded
\$8,000	Library Temps - Reduced to 0
\$13,590	Travel – reduced
\$28,702	Part-Time Librarian position Lay-Off
\$0	Balanced Budget

As seen on pages 13, 14 of Council Budget Work Session Packet
 Dated: 11-19-2025

Account Number	Title	2025 Budget	2025 YTD Actual	2026 Proposed Budget	FTE
Library					
101-501-50000	Salaries and Wages	235,213	179,396	177,166	2.75
101-501-50010	Overtime	0	241	0	
101-501-50020	Temp Employees	2,000	14,890	0	
101-501-50100	FICA	21,050	14,628	13,553	
101-501-50110	PERS	60,097	31,940	38,976	
101-501-50120	Health Ins.	79,351	38,565	43,537	
101-501-50130	Compensation Ins.	526	389	372	
101-501-50140	ESC	4,355	1,642	3,512	
101-501-50150	PERS Relief	13,003	0	13,553	
101-501-51020	Operating Supplies	2,000	1,279	2,000	
101-501-51060	Books & Periodicals	9,000	7,385	9,000	
101-501-52000	Communications	0	0	0	
101-501-52110	Library Internet Services	3,600	0	3,600	
101-501-52120	Travel	1,500	0	0	
101-501-52160	Professional Development	150	0	150	
101-501-52170	Dues & Subscriptions	0	0	0	
101-501-52180	Professional Services	2,000	0	2,000	
101-501-52230	Software Licensing	6,000	3,602	6,000	
101-501-52250	IT Services Library	5,000	0	0	
101-501-54020	Repair & Maintenance	4,000	1,211	3,000	
101-501-54030	Computers & Peripherals	2,000	0	2,000	
101-501-55010	Equipment & Furnishings	2,000	437	2,000	
Total Library:		452,845	295,605	320,419	

Account Number	Title	2025 Budget	2025 YTD Actual	2026 Proposed Budget	FTE
Museum					
101-503-50000	Salaries and Wages	178,650	152,666	193,301	3
101-503-50010	Overtime	0	0	0	
101-503-50020	Temp Employees	2,000	7,033	4,000	
101-503-50100	FICA	13,973	12,001	15,094	
101-503-50110	PERS	39,303	31,551	42,526	
101-503-50120	Health Insurance	66,243	35,279	43,537	
101-503-50130	Compensation Ins.	342	349	414	
101-503-50140	ESC	2,783	1,336	3,858	
101-503-50150	PERS Relief	8,504	0	12,236	
101-503-51020	Operating Supplies	1,000	0	1,000	
101-503-52120	Travel	1,000	0	0	
101-503-52160	Professional Development	250	0	250	
101-503-52180	Professional Services	250	0	250	
101-503-52230	Software Licensing	500	0	0	
101-503-54020	Repairs & Maintenance	1,000	178	1,000	
101-503-54030	Computers & Peripherals	1,500	0	1,000	
101-503-55010	Equipment & Furnishings	500	211	500	
Total Museum:		317,798	240,604	318,966	



Outlook

Alaska Rural Veterinary Outreach to Cordova 2026

From Julia Harry <clinics@akrvo.org>

Date Sun 2025-12-14 2:42 PM

To Susan Bourgeois <cityclerk@cityofcordova.net>

Ms. Bourgeois and all at the Cordova City,

Greetings! This is Julia Harry, clinics coordinator for Alaska Rural Veterinary Outreach. I hope you are both doing well so far this early winter!

We were so pleased to be able to come to Cordova in 2025 and for the generous support of your community. We are in the process of lining up our 2026 clinics and would like to ask to return to Cordova if you would like to have us!

We are looking at the weekend of June 19th, if that is possible. Similar to 2025, we'd need to find a place to hold the clinic and for our team to stay. The generous support of your City Council in 2025 made the rental of a space and lodging for our team possible. If that is something you would consider in 2026, it would help us as a small non-profit offset the cost of travel and medical expenses.

I'll look forward to hearing back from you. We hope to see you this summer!

Please let me know anything we can do for you!!

Respectfully,

Julia Harry, LVT

Alaska Rural Veterinary Outreach, clinics

A memo from Susan Bourgeois, CMC, City Clerk

DATE: December 30, 2026

TO: Mayor and City Council, public

SUBJECT: Agency and Public review period for amendment to an Aquatic Farmsite lease near Cordova

Steps in this process:

1. A business or citizen requests a lease from State of Alaska Department of Natural Resources, specifically, Division of Mining Land and Water.
2. Agencies are made aware of the full project scope and a 20-day agency review period begins
3. The Division makes a preliminary ruling on the request and then a 30-day agency and public review period ensues.

The City Clerk receives notice first when the agency review period opens – the full project application is put into a council packet for Council review and Council can direct staff to comment.

After the Division of Mining, Land and Water makes a preliminary decision on the lease request, the Clerk receives notice again and puts the one-page public notice into a Council packet under correspondence. The one-page notice has a link to the website where the text of the preliminary decision can be read as well as the full project packet can be reviewed. This one-page public notice also gives the public direction and timelines for making comments.

This is a request for an amendment to an existing aquatic farmsite lease – the public and agency review period is now open and the deadline for comments is January 19, 2026.

DNR has a website explaining this process:

<https://dnr.alaska.gov/mlw/aquatic/application/>



Outlook

Public and Agency Notice of Aquatic Farm Lease Amendment Preliminary Decision -- ADL 233396

From Cougan, Karen A (DNR) <karen.cougan@alaska.gov>

Date Thu 2025-12-18 3:07 PM

To Cougan, Karen A (DNR) <karen.cougan@alaska.gov>

Cc Kopnick, Jen L (DNR) <jen.kopnick@alaska.gov>; Gettis, Emily M (DNR) <emily.gettis@alaska.gov>

1 attachment (126 KB)

ADL 233396 Royal Ocean Kelp Company Lease Amendment Public and Agency Notice.pdf;

Good afternoon,

Please see attached Public and Agency Notice of the DNR Preliminary Decision (PD) regarding the proposed aquatic farmsite lease amendment to ADL 233396, for Royal Ocean Kelp Company, LLC to move Parcel 1 approximately 500 feet to the southeast in Windy Bay, and to increase the parcel size from 2.89 acres to 6.16 acres, more or less, of state-owned tide and submerged land for the purpose of the commercial cultivation and harvest of kelp. Three additional kelp species will be added with the lease amendment: bull kelp, three-ribbed kelp, and split kelp. The proposed lease amendment is located approximately 13.5 nautical miles northwest of Cordova, Alaska. The Public and Agency Notice comment period is from **December 19, 2025, through January 19, 2026**. The PD can be accessed starting Friday, December 19, 2025, via the State of Alaska website cited within the attached Notice.

Please contact me if you have any questions.

Sincerely,

Karen Cougan

Natural Resource Specialist

Alaska Department of Natural Resources

Division of Mining, Land, & Water

Aquatic Farm Leasing Program

550 W. 7th Ave, Suite 900C

Anchorage, AK 99501

907-269-8543

karen.cougan@alaska.gov

State of Alaska
Department of Natural Resources
Division of Mining, Land & Water
Southcentral Regional Land Office
550 W. 7th Ave., Suite 900C
Anchorage, AK 99501-3577

ADL 233396
Aquatic Farmsite Lease Amendment
Royal Ocean Kelp Company, LLC
Windy Bay, Prince William Sound
(USGS Quad Map Cordova C-6)

Public and Agency Notice
Pursuant to AS 38.05.945

Pursuant to AS 38.05.083, the Southcentral Regional Land Office (SCRO) has made a Preliminary Decision to amend a 10-year lease to Royal Ocean Kelp Company, LLC to move Parcel 1 approximately 500 feet to the southeast in Windy Bay, and to increase the parcel size from 2.89 acres to 6.16 acres, more or less, of state-owned tide and submerged land for the purpose of the commercial cultivation and harvest of kelp. Three additional kelp species will be added with the lease amendment: bull kelp (*Nereocystis luetkeana*), three-ribbed kelp (*Cymathere triplicata*), and split kelp (*Saccharina groenlandica*). The location of the project area is further described as being within Section 17, Township 15 South, Range 4 West, Copper River Meridian, within Windy Bay, on the north side of Hawkins Island, Prince William Sound, approximately 13.5 nautical miles northwest of Cordova, Alaska.

The public and agencies are invited to review and comment on this proposed project. A copy of the decision can be found at <https://aws.state.ak.us/OnlinePublicNotices/default.aspx>. Questions concerning how to comment should be directed to Karen Cougan at (907) 269-8543 or by e-mail at karen.cougan@alaska.gov or by fax to (907) 269-8913. **All comments must be received in writing at the above listed mailing address or e-mail on or before 11:59 PM on JANUARY 19, 2026.** To be eligible to appeal DNR's Final Decision, under AS 38.05.035(i)-(m), a person must have submitted written comments during this comment period.

The State of Alaska, Department of Natural Resources, complies with Title II of the American with Disabilities Act of 1990. Individuals with audio impairments that have questions concerning this PD may call Relay Alaska at 711 or 1-800-770-8973 for assistance at no cost.

DNR reserves the right to waive technical defects in this publication.

Re: F/V Aurora

From Kristin Smith

Date Tue 2025-12-30 4:32 AM

To Anderson, Ryan (DOT) <>; Tornga, Craig N (DOT) <>; Mills, Andy J

Cc Stutes, Louise B (LEG) ; Gruening, Matthew S (LEG)

Hello Commissioner Anderson,

thanks for getting back to me, I appreciate your responsiveness and understanding of the urgency of returning the Aurora to service.

Please do send updates as you receive them, thanks again,

Kristin

Kristin Smith, Mayor

City of Cordova

PO Box 1210

601 1st Street

Cordova, AK 99574

(907) 424-6200, City Hall

(907) 253-5135, Cell

From: Anderson, Ryan (DOT) <>

Sent: Monday, December 29, 2025 6:29 PM

To: Kristin Smith >; Tornga, Craig N (DOT) >; Mills, Andy J (DOT)

Cc: Stutes, Louise B (LEG) <>; Gruening, Matthew S (LEG)

>; Susan Bourgeois <>; Colette Gilmour

Subject: Re: F/V Aurora

Hi Mayor Smith,

Thanks for reaching out. We've been hopeful that we can conduct an accelerated sailing to make the times work. We continue to work with JAG on the overhaul schedule, and they have not yet committed to an early vessel release date. Director Tornga will continue to be in regular contact with the shipyard, and we will continue to push. Stay tuned. We will be sure to reach out when we have a more definitive answer.

Ryan Anderson, P.E.

Commissioner

Alaska Department of Transportation and Public Facilities

907-419-4111

From: Kristin Smith <>
Sent: Tuesday, December 23, 2025 5:24 PM
To: Anderson, Ryan (DOT) <>; Tornga, Craig N (DOT) <>; Mills, Andy J (DOT) <>
Cc: Stutes, Louise B (LEG) <>; Gruening, Matthew S (LEG)
<>; Susan Bourgeois <>; Colette Gilmour
<>
Subject: F/V Aurora

Hello Commissioner Anderson, AMHS Director Tornga, and Special Assistant Mills,

As you know, the community of Cordova is very keen to see the F/V Aurora returned to service in Prince William Sound as soon as possible. Attached is a resolution recently adopted by our Cordova City Council asking the ADOT/PF to commit to restoring service by the Aurora in PWS by early January, 2026.

The entire community is looking forward to being able to make a trip to Anchorage again since we've not been able to do that since October, but our high school athletes are especially hopeful that service can be restored in a few weeks. Having ferry service in early January, 2026 will make it possible for our 43rd annual Tip-off Tournament to be held.

Without ferry service, participating teams will not travel to Cordova:

<https://thecordovatimes.com/2025/12/05/with-no-ferry-and-districts-limited-on-funds-cordovas-basketball-season-hangs-in-the-balance/>

Please, we ask that you do what you can to advance the work in your contractor's shipyard to return the Aurora (safely) to service as soon as possible.

We thank you for considering,

Kristin Smith

Kristin Smith, Mayor
City of Cordova
PO Box 1210
601 1st Street
Cordova, AK 99574
(907) 424-6200, City Hall
(907) 253-5135, Cell

AMHS and DOT&PF Seek Public Review of Summer 2026 Ferry Schedule

From Alaska DOT and PF <dotpf.announcement@service.govdelivery.com>

Date Tue 2025-12-30 9:40 AM

To Susan Bourgeois <cityclerk@cityofcordova.net>



FOR IMMEDIATE RELEASE: Dec. 30, 2025

CONTACT: Shannon McCarthy, (907) 269-0448, shannon.mccarthy@alaska.gov

**Alaska DOT&PF and AMHS Seek Public Review
of Summer 2026 Ferry Schedule**

(JUNEAU, Alaska) – The Alaska Marine Highway System (AMHS) 2026 Schedule is now available for review and public comment. The Summer Schedule covers sailings from May 1, 2026 through September 30, 2026. The schedule and supporting documentation can be found [here](#).

The public is encouraged to provide written comments by Tuesday, Jan. 13, 2026. Comments may be emailed to dot.amhs.comments@alaska.gov, or faxed to 907-228-6873.

Two virtual public meetings are scheduled for Tuesday, Jan. 13, 2026 to hear comments and consider schedule adjustments. Here are details about how to participate in both virtual meetings:

- **Topic: AMHS 2026 Summer Schedule Public Meeting For Southeast Alaska**
 - When: Tuesday, Jan. 13, 2026 at 9 a.m.
<https://us06web.zoom.us/j/82608531772>
 - Join via telephone: (253) 215 8782 Webinar ID: 826 0853 1772
- **Topic: AMHS Summer Schedule 2026 Public Meeting for Southwest Alaska**
 - When: Tuesday, Jan. 13, 2026 at 11 a.m.
<https://us06web.zoom.us/j/89489093227>
 - Join via audio: (253) 215 8782 Webinar ID: 894 8909 3227

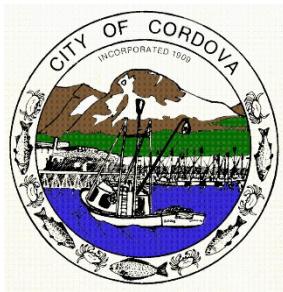
The meetings will be held at the Alaska Marine Highway's Ketchikan Central Office, 7037 North Tongass Highway, for participants wishing to attend in person.

AMHS takes care to design the schedule to accommodate coastal communities' special events to the greatest extent practicable. In addition to other comments, the public is encouraged to submit special event information. The department will work to contract supplemental service, if needed, to cover service disruptions.

The Alaska Department of Transportation and Public Facilities oversees 237 airports, 9 ferries serving 35 communities, over 5,600 miles of highway and 839 public facilities throughout the state of Alaska. The mission of the department is to **"Keep Alaska Moving."**

#





AGENDA ITEM # 10

City Council Regular Meeting Date: 01/07/26

CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday January 07, 2026

ITEM: Resolution for Lease of Old Sea Grant Building by Prince William Sound Science Center

NEXT STEP: Decision on Resolution 01-26-01

INFORMATION
 MOTION

RESOLUTION
 ORDINANCE

I. REQUEST OR ISSUE: Requested Actions: Decision on Resolution
Applicant: Prince William Sound Science Center
Legal Description: A Portion of Lot 3, Block 7A, Tidewater Development Park (Old Sea Grants Building on the North Harbor Loading Dock)
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 Approve Resolution 01-26-01."

III. FISCAL IMPACTS: The property would remain part of the City's lease revenue and sales tax revenue. The exemption of taxes does not apply to the rental of real property, personal property, or space by or to nonprofit entities per CMC 510.100 E 1.

IV. BACKGROUND INFORMATION: The Prince William Sound Science Center (PWSSC) is the current lessor of the structure. PWSSC has leased the structure for a grant application office and storage area since August 24, 1999. The current lease expired on December 31, 2025, and is currently in a hold over status. The lessor would like to continue to lease this structure. Staff has no concerns with this proposed lease as this structure has had a long history of being leased by the applicant without issue.

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 City Council heard this item at their Regular Meeting on Wednesday November 17, 2025. It was the decision of the Council to dispose of this property by directly negotiating a lease with the PWSSC.

Negotiations began with Staff and PWSSC. The negotiated lease before you is for a three-year lease term. Annual rent is established at \$3,051.86 and will increase annually based on the Anchorage CPI-U. The lease can be terminated by either the City or the Lessee at any time with 30-days' notice. The full lease is attached to this memo for your review.

Applicable Code:

Chapter – 5.10 Sales Tax

5.10.100 – Product-based exemptions.

E. Charitable and Public assistance.

- 1. Nonprofit organizations. A sale of goods or services to any nonprofit entity that, at the time of sale, can produce a sales tax exemption card and that has a duly authorized federal tax-exempt status pursuant to IRS Regulations, Section 501(c)(3), (4) or (19) is exempt. This exemption does not apply to the rental of real property, personal property or space by or to nonprofit entities that otherwise qualify for an exemption under this subsection. Such rentals remain subject to sales tax under this Chapter.*

V. LEGAL ISSUES: Legal review of the lease agreement has been conducted and approved.

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 approve this resolution, motion to amend the resolution, or not to approve the resolution.

VII. ATTACHMENTS: Resolution 01-26-01 approving DRAFT Lease Agreement

CITY OF CORDOVA, ALASKA
RESOLUTION 01-26-01

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE OF APPROXIMATELY 750 USABLE SQUARE FEET
OF STORAGE SPACE LOCATED ON THE NORTH HARBOR LOADING DOCK AND
REFERRED TO AS THE OLD SEA GRANT BUILDING AT 224 BREAKWATER AVE
CORDOVA, ALASKA**

WHEREAS, the Prince William Sound Science Center submitted a letter of interest for the Old Sea Grants Building 750 square foot building with storage space located at 224 Breakwater Ave (“Property”) from the City of Cordova (“City”); and

WHEREAS, City Council Authorized the City Manager to negotiate a Lease Agreement with the Prince William Sound Science Center; and

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

WHEREAS, City Council has determined that the lease of the property to the Prince William Sound Science Center would be beneficial to and in the best interest of the City.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a Lease Agreement for the Property with the Prince William Sound Science Center. The form and content of the Lease Agreement, along with Exhibit A attached to the Lease Agreement, now before this meeting is in all respects authorized, approved and confirmed by this Resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as the City Manager shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, and the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 7th DAY OF JANUARY 2026

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

LEASE AGREEMENT

CITY OF CORDOVA

Cordova, Alaska

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **PRINCE WILLIAM SOUND SCIENCE CENTER** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as an approximate 750 square foot building located on a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, Tenant desires to lease the building and the dock underneath the building (referred to hereinafter as the "Premises") from the City, and Landlord desires to lease the Premises to Tenant, on the terms and conditions set forth herein; and

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The term of this Lease shall be three (3) years, commencing on January 1, 2026, (the "Commencement Date") and expiring three (3) years later, on December 31, 2028, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Three Thousand Fifty-One Dollars and Eighty-Six Cents (\$3,051.86) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

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

C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Adjustment of Base Rent. Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

B. Inspections. The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from negligent acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenants authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

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

5. REPRESENTATIONS AND WARRANTIES

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

6. ASSIGNMENTS AND SUBLetting: SUBORDINATION

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

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Tenant shall, at Tenant's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

8. LIENS

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

9. INDEMNIFICATION

A. General Indemnification. Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and

employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

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

10. INSURANCE

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

- A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;
- B. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;
- C. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and
- D. Workers compensation insurance, and such other insurance as is required by law.

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

11. REMOVAL OF PROPERTY

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

from the Premises, all at Tenant's sole expense.

12. DEFAULT AND REMEDIES

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

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

ii. The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

iii. An assignment for the benefit of Tenant's creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Tenant's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stayed or terminated within thirty (30) days after the assignment, filing or other initial event;

iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Tenant's interest in the leasehold estate [or any portion thereof] or of Tenant's operations on the Premises (or any portion thereof) by reason of Tenant's insolvency;

v. The abandonment or vacation of the Premises or any portion thereof;

vi. Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;

vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or

viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Tenant breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

i. Seize for rent due any of Tenant's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default. If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Tenant without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

- iii. Declare this Lease terminated;
- iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;
- v. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;
- vi. Recover the costs of performing any duty of Tenant in this Lease;
- vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

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

14. TENANT MUST VACATE PREMISES

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

15. RESERVATION OF RIGHTS

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

16. SIGNS

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

17. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month

tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

18. EMINENT DOMAIN

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

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

19. COSTS

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

20. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Tenant.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Tenant and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Tenant other than the relationship of Tenant and Landlord.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:
City of Cordova
Attn: City Manager
PO Box 1210
Cordova, Alaska 99574

TO TENANT:
Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, Alaska 99574

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

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

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

J. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Tenant.

L. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

M. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

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

O. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

P. No Third-Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

Q. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Tenant as both City and Tenant have had the assistance of attorneys in drafting and reviewing this Lease.

R. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

S. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

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

CITY OF CORDOVA:

By: _____

Date: _____

Its: City Manager _____

Attest: _____
City Clerk

PRINCE WILLIAM SOUND SCIENCE CENTER:

By: _____

Date: _____

Its: President & CEO _____

DRAFT

EXHIBIT A

The Premises is an approximately 750 square foot building located on a portion of Lot 3, Block 7A, Tidewater Development Park.



DK



City Council of the City of Cordova, Alaska
Pending Agenda
January 7, 2026 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 AMLIP account quarterly		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	
12) Prospect of changing City fiscal year from calendar year (1/1-12/31) to 7/1-6/30 (State's fiscal year)		11/19/2025	
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	
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 <u>May</u> 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
January 7, 2026 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: **tbd**

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



ATTEST:



David Allison, Mayor



Susan Bourgeois, CMC, City Clerk

January 2026

CALENDAR MONTH **JANUARY**
CALENDAR YEAR **2026**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
 Mar 3, 2026 Election: declaration of candidacy period opens 12/16/25 and closes 2/2/26	 YOUR CITY YOUR VOTE			New Year's Day Holiday City Offices closed		
4	5	6	7	8	9	10
11	12	13	14	7:00 Council reg mtg CCAB	15	16
18	19	20	21	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	22	23
25	26	27	28	7:00 Council reg mtg CCAB	29	30
1				6:00 P&R CCM	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR
 Cordova Icecream Festival Presents ICE & DICE JANUARY 31 st - FEBRUARY 7 th 2026		Notes				
Legend: CCAB-Community Rms A&B HSL-High School Library		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	

February 2026

CALENDAR MONTH	FEBRUARY
CALENDAR YEAR	2026
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Mar 3, 2026 Election: last day to register in order to vote 2/1/26	2 Mar 3, 2026 Election: declaration of candidacy period opens 12/16/25 and closes 2/2/26	3 YOUR CITY YOUR VOTE	4 THE CORDOVA ICEWORM FESTIVAL January 31st - February 7th 2026	5	6 	7
8	9	10	11 7:00 Council reg mtg CCAB	12	13	14
			Early Voting: City Election at Cdv Ctr/City Hall: 2/10 - 2/13 8a-5p			
15	16 Presidents Day Holiday City Offices closed	17 6:30 P&Z CCAB	18 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	19	20	21
22	23	24 5:30 CTC Board Meeting CCER	25 7:00 Council reg mtg CCAB	26	27	28
1	2 Early Voting: City Election at Cdv Ctr/City Hall: 2/23 - 2/27 8a-5p	3	4 6:00 P&R CCM	5 6:00 CEC Board Mtg CCER	6 12:00 Hosp Svc Bd HCR	7
8	9	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 elected by cncl
3 years	David Zastrow CouncilSeatE@cityofcordova.net	March 5, 2024	March-27
3 years	Aaron Hansen CouncilSeatF@cityofcordova.net	March 4, 2025	March-28
3 years	Mike Mickelson CouncilSeatG@cityofcordova.net	March 4, 2025	March-28

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	David Glasen, president dgglasen@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 '26	

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, '25	November-28
3 years	Debra Adams	Dec '21, '24	November-27
3 years	Michelle Ess	Dec '25	November-28
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, Dec '25	November-28
3 years	Mark Hall, Vice Chair	Nov '19, Dec '22, Dec '25	November-28
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 12-18-25)

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, Dec '24	November-27
3 years	Andy Craig, Chair	Nov '16, '19, Dec '22, '25	November-28
3 years	Garrett Collins	Dec '23	November-26
3 years	Kenton Soares	Dec '25	November-28
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	Grace Lee	Dec '25	November-28
3 years	Danny Carpenter	Jul '25	November-27
3 years	Kara Rodrigues	Dec '23	November-26
3 years	Gabrielle Brown	Jan '25, Dec '25	November-28
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	November-25
3 years	Cathy Sherman, professional member	Dec '25	November-28
3 years	Sylvia Lange, NVE member	Nov '22, Nov '19	November-25
3 years	Christy Mog, professional member	Dec '23	November-26
3 years	Wendy Ranney, historical society member	Dec '25	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	need to be re-appt'd by other
seat up for re-appt'd in Nov '26	

(updated 12-18-25)