

Mayor
David Allison

Council Members
Tom Bailer
Cathy Sherman
Kasey Kinsman
Wendy Ranney
David Zastrow
Kristin Smith
Ken Jones

City Manager
Samantha
Greenwood

City Clerk
Susan Bourgeois

Deputy City Clerk
Colette Gilmour

Regular City Council Meeting November 20, 2024 @ 7:00pm Cordova Center Comm Rooms



A. Call to order

B. Invocation, pledge of allegiance

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. Roll call

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney, David Zastrow, Kristin Smith, and Ken Jones

D. Approval of Regular Agenda..... (voice vote)

E. Disclosures of Conflicts of Interest and Ex Parte Communication

- conflicts as defined in Cordova Municipal Code 3.10.010 should be declared, then Mayor rules on whether member should be recused, Council can appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

1. Guest Speakers – **Dave Reggiani**, Sheridan Alpine Association..... (page 1)
2023-2024 Mt. Eyak Ski Area Season Summary
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (**Hospital Board, School Board, etal**)
4. Student Council Report..... (page 28)

G. Approval of Consent Calendar

5. Minutes:
 - a. Oct. 2, 2024, Regular City Council Meeting Minutes..... (page 29)

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: a. notice of upcoming board & commission vacancies..... (page 33)

K. Correspondence..... (see primer for description page 34)

9. Multiple (9) Letters about Cordova Iceworm Swim Team..... (page 35)
10. Multiple (2) Letters about Cordova Chamber of Commerce Funding..... (page 54)
11. 11-12-24 Chamber of Commerce comments to AMHS regarding summer 2025 schedule..... (page 57)
12. 11-12-24 Email from P Kelly regarding staff comments to easement request..... (page 59)
13. 11-13-24 Email from N Casciano regarding City budget..... (page 62)
14. 11-13-24 Guard/Hawxhurst email regarding econ dev property tax exemptions..... (page 64)

L. Ordinances and Resolutions

15. Ordinance 1223..... (roll call vote)(page 65)
An ordinance of the Council of the City of Cordova, Alaska establishing economic development property tax exemptions related to commercial and residential development in the city and setting forth criteria for such exemptions in a standardized application form – 2nd reading
16. Substitute Ordinance 1224..... (voice vote)(page 83)
An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a Purchase and Sale Agreement with Paul and Linda Kelly, doing business as Bayside Storage, for property described as Lot 4A, North Fill Development Park Addition #2 – 1st reading
17. Ordinance 1225..... (voice vote)(page 112)
An ordinance of the Council of the City of Cordova, Alaska authorizing the transfer of \$289,898 from the Permanent Fund Grant Project Fund, 104-901-57340, to the Grant Administration – Transfer from Permanent Fund, 401-390-49998, to pay the Second Street upgrade project and Whitshed pedestrian path project grant matches for FY25 – 1st reading

M. Unfinished Business - none

N. New & Miscellaneous Business

18. Discussion of City of Cordova comments regarding Kelly access easement..... (page 114)
request with State
19. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 133)

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**

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

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



November 13, 2024

Mayor Allison and City Council
PO Box 1210
Cordova, AK 99574

Sheridan Alpine Association
Box 2446
CORDOVA, ALASKA 99574
(907) 424-7766

Dear Mayor and Council Members,

Thank you for the invitation to provide the 2023-24 Mt. Eyak Ski Area Season Summary at the upcoming November 20, 2024, City Council Meeting. I have created a PowerPoint presentation for the meeting that should take about 20-30 minutes to complete, allowing some time for questions. I've attached a draft copy of the presentation so that we could meet the deadline for inclusion within the meeting packet. As you will see, the presentation also provides updates of our preseason planning for the 2024-25 season, which we hope arrives soon with lots of snow.

Another update item that is not included in the presentation is that we are in the process of digitally archiving many of the old documents from the Sheridan Ski Club and subsequent Sheridan Alpine Association founders. We are about halfway complete with the project. Currently, the archive is stored in the cloud so it can be easily shared. I plan to work with Cathy Sherman and the Cordova Historical Society so that many of these Cordova treasures can be shared with future generations.

On that note, there are a couple letters that I would like to share with you, as frequently, the understanding of how the City of Cordova and the Sheridan Ski Club along with assistance from federal and state agencies brought, installed, and refurbished an original decommissioned chairlift from Sun Valley, Idaho.

The first letter is a copy of SAA President Mike O'Leary's 2/24/2000 letter to Council Member Tim Joyce. As you will see, Mike does an excellent job providing a history of the City of Cordova's involvement while addressing a complaint of a lift ticket price increase.

The second letter is a copy of City Manager Don Moore's 10/20/1988 letter to the City's attorneys outlining the intent of the City's partnership with the Sheridan Ski Club to manage and operate the Mt. Eyak Ski Area.

Going through all the old file boxes and documents has been quite enjoyable and very educational for me. I hope you find them equally as valuable and enlightening as I have. See you at the meeting.

Sincerely,

David Reggiani
President, Sheridan Alpine Association

Attachments

1. SAA President Mike O'Leary's 2/24/2000 letter to Council Member Tim Joyce
2. City Manager Don Moore's 10/20/1988 letter to City attorneys.
3. SAA 2023-24 Season Summary Presentation for Council's 11/20/2024 Meeting

Mike O'Leary
P.O.Box 1052
Cordova, Alaska
99574

Tim Joyce
P.O.555
Cordova, Ak 99574

Feb.24 2000

Dear Tim;

First, I would like to apologize for the lateness of this letter. You mailed your complaint to the Ski Club address which is monitored by the accountants office then picked up by the manager, he neglected to pass your letter on to me until yesterday. Again I am most sorry.

Your complaint is that the single ride price for nonmembers of five dollars is too high. So I will try to explain a little about our pricing structure and how we came to that price. You also mention that since the Ski Club is so profit motivated, that you felt the City "subsidy" should be withdrawn. Hopefully by explaining a little about the history of the ski hill, the Cities involvement, the Ski Clubs finances, I can change your mind on that important issue.

The City purchased and installed the chair lift from Sun Valley in 1974-75 with various grants and monies and the help of many volunteers. From that time till 1988 it was run by a single individual on a concessionaire contract with the City. During that time period the ski hill was a serious money pit for the City while not providing very well for the people of Cordova.

In 1988 the Sheridan Ski Club took over the concessionaire contract and a ski area that was in serious trouble. The insurance was in threat of not being renewed for many, many major code violations. The machinery was in the intensive care unit with little hope of a long term life. The Club took over feeling, as you do, that the ski hill "provided something unique for the people of this town which many small towns in Alaska could never hope to have". We also felt that if it were to survive it could only do so with equipment that was dependable and did not require a constant brush fire approach in both funding and in labor. For those reasons we took on the big job of funding and rebuilding the chair lift, with a totally volunteer effort. Those efforts resulted in a chair lift that has a new electric/hydro drive system at the bottom not at the inaccessible top. A new diesel powered auxiliary system. Three independent braking systems all as required by law. This total rebuild to a City owned structure cost the Club \$110,000 and thousands of skilled volunteer hours, while not costing the City one penny.

Since that time the Club has rewired the chair lift in a co-operative agreement with C.T.C. and a grant from the U.S. Dept. of Agriculture. We built the midway site and building with Club money and volunteers. Many dollars and volunteer hours were spent on clearing off the stumps and widening the ski runs so they would be more user friendly. The Club, I feel, has done a really good job of cleaning up the place. It has also helped the City by getting grant money to run the sewer line up the ski hill as well as the recent road upgrade.

Most recently we wrote a grant and received money to build and rebuild the trail up and over Eyak. This trail which is the most heavily used trail in our community is also used by at least 100 people daily on cruise ship days. It was built with a grant from Exxon monies that the Club went out and got and was some of the only criminal monies this town received. That \$120,000 project is something we hope the people of Cordova use and enjoy for a long time and again it did not cost the City a penny.

This year the Club purchased and installed a new tow on the bunny hill. This tow cost the Club \$25,000 to purchase and install along with volunteer labor, shipping and concrete. We did this to replace the aging Club built rope tow which was costing us dearly in labor and parts. This we provide free to the community in the hopes many will enjoy the long term pleasures of learning to ski or board. You mention that your family has used the bunny hill for several years so I know you know how valuable this free service is.

The ski hill costs about \$70,000 annually to operate, it grosses about \$20,000 from lift ticket sales and about \$6,000 from Club owned ski rentals. Running an aerial tram requires certain numbers of trained employees. Therefore we spend almost all we take in from lift receipts on local labor. This money is spent in Cordova instead of leaving town, contributing to the community in the form of the councils highly touted "multiplier effect". The Club puts in about \$10,000 annually into the operations budget from it's other incomes as well as \$10,000 to \$20,000 annually for upgrades or deferred maintenance. This along with the \$30,000 the City pays is what keeps the hill going.

The City, for its \$30,000 gets an immediate return of \$6,000 in sales tax. Part of that \$30,000 "subsidy" also goes to pay for the heat and electricity on the City and FAA radios and buildings on Tripod and Mt Eyak. While this is all on one meter at the base of the hill and is not broken out, I know that heating two structures with electricity is not free. Part of the \$30,000 also goes to pay the insurance, a major portion of which the City would have to pay by law until the ski hill structures were removed.

Because of the partnership the Club has with the City, Mt. Eyak operates. Because we are in operation we have a highly trained volunteer ski patrol as required by law. This patrol has been called on twice to respond to community disasters in the past two years, as well as the great service they provide for the men, women and children on the ski hill. This cost of \$6,000 annually paid by the Club should be viewed as a city asset. In light of these benefits, destroying the partnership the Club and the City enjoys and which is an asset to the community would seem a step backward for the community.

The Ski Club enjoys the benefit of several sources of income. All because of either the hard work or generosity of members of the community. We own and lease the property that the ALASCOM dishes are on. It was on the strength of these donated properties and the loan guarantees of several Club board members that enabled us to do the first upgrade which kept the hill going. We are nonprofit and have pull tabs in town, the income of which we share with Parks and Rec. We have helped equip several play grounds around town with this money. Money from these two sources and our management of Mt. Eyak as well as many hundreds of volunteer hours is how we maintain our end of the partnership with the City. We can only enjoy this benefit of being nonprofit because we keep our membership rolls up. To that end we offer

membership benefits to those people (all locals) who help us by joining the Club. Membership discounts are also part of the fee structure at both the pool and Bidarki.

During our preseason 1999-00 board meeting we discussed pricing structure including the one ride nonmember price. Our other prices were left the same except for a modest price increase in season passes to cover the cost of selling and making them. The one ride pass fee of \$2.00 was felt by all to be too low. First, almost no other area in the U.S. offers this service because it is a hassle for the operator. It leaves the control to a busy lift attendant, if he doesn't ask, most people especially young people are only too tempted to see how many trips they can make on a \$2.00 pass. This certainly was the case with some of the heli clients and guides but they were not the only ones. Too many people were also buying one ride passes and not half day making our pricing unfair to those who paid their membership and full or half day tickets. Also a good number of the one ride users were foot passengers either locals or nonresidents. This required the attendant to slow the lift down four times and a 14 minute round trip on the chair all for \$2.00, while a cup of coffee in town goes for \$3.00. While we didn't want to discontinue the one ride pass, we felt we needed to make it fair. The current price structure of \$3.00 for members and \$5.00 for nonmembers was passed unanimously at the board meeting. This was not an attempt to drive anyone away, but to make it fair for everyone. And, I for one, wish for the day that the ski hill can make a profit or at least break even, then it won't be the community subsidizing the recreation user but the other way around.

So, Tim while I respect the time you took to write me a letter it appears to me that by your own admission you and your family have used the City owned volunteer run Club facility for free the last two years. You are enjoying the benefits of one of the many City "subsidized" programs such as the pool, Bidarki, the museum and library. These facilities while not used by each and every one of us contribute to the overall quality of life here in Cordova. So I ask you please, (especially considering your position as a City council member) not to talk of cuts without informing yourself and having an open honest discussion. In ending I hope you join the Club, support your community run facility's and above all have fun! Your family and the community will benefit.

Sincerely and in friendship;

Michael O'Leary

CITY OF CORDOVA



October 20, 1988

Scott A. Sterling
JENSEN, HARRIS & ROTH
1029 West Third Avenue, Suite 600
Anchorage, Alaska, 99501

Dear Scott:

The City Council has authorized me to negotiate a contract with the "Sheridan Ski Club", for that organization to operate the Ski Hill at Cordova. The ski facility has been operated for the past five years by a private concessionaire under the enclosed agreement with the City. This agreement has expired; and the contractor will not be involved in the new operation.

Sheridan Ski Club is a private, non-profit group organized to promote skiing in Cordova. In fact, they are the group largely responsible for bringing the chair lift to Cordova; and they have provided much volunteer labor that has made the Ski Hill a Ski Hill. The club also owns a parcel of property on the ski hill.

The City has control of the property through a lease from the State of Alaska; and owns the chair lift, rope tow, and some associated buildings on the site. One of the buildings has a small apartment for a live-in caretaker/watchman. The City's chief interest is to see the facility operated to provide winter recreation for the public. We do not harbor any illusions about making money for the City from the operation.

Through negotiation with the Ski Club, we have arrived at the following points we would like to see included in an operating agreement:

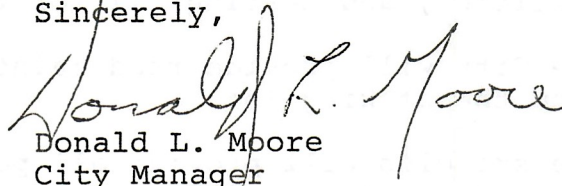
1. The City will allow the ski club the use of the chair lift, buildings, Thiakol track-setting machine, tools, and equipment associated with the ski hill operation.
2. The City will provide the necessary liability insurance, utilities, and heating oil for the operation.
3. The City will provide road maintenance and snow removal from the parking lot.
4. The ski club will provide all personnel necessary to operate the ski facility in compliance with applicable standards and regulations.

5. The ski club will maintain and operate the ski hill facilities for public recreation purposes.
6. Revenues from the operation of the facilities will accrue to the ski club. Any revenues above expenses can only be used for making improvements to the ski hill facilities.
7. The Ski Club will provide an Operations Manager who will be knowledgeable and competent to manage the operations and maintenance of the facilities to provide public recreational skiing.
8. The Ski Club shall obtain all necessary permits or licenses required to lawfully operate the ski area and associated facilities.
9. The Ski Club shall keep all records, logs, accounts, and data required by regulatory agencies to properly operate the ski facilities. This includes maintenance logs on equipment as required by the Department of Labor.
10. The City shall be permitted access to premises and records at all reasonable hours for purposes of evaluation of the condition of the equipment, facilities, or records which relate to the performance of this agreement.
11. Termination may be initiated by either party upon thirty (30) days written notice to the other party.
12. The Ski Club will provide a live-in caretaker for the ski area. This person is, subject to the City's approval, permitted to occupy the City-owned apartment at the site in return for watchman and caretaker duties.

These are the basics that need to be covered in the agreement. I have enclosed a copy of the old agreement for your use. I would suggest working this up in a draft form; and I will review it with the Ski Club before finalizing it. There may be clauses or conditions you wish to add that I have overlooked.

Please contact me at any time, if you have questions concerning this.

Sincerely,


Donald L. Moore
City Manager

DLM:mb
Enclosure

83 to Now

CONCESSIONAIRE'S CONTRACT

WHEREAS, the City of Cordova hereinafter called the "City" and whereas, Don Chesney DBA Skiak Company, hereinafter called the "Concessionaire" are in a position to provide winter recreation at the Eyak Mountain Ski Area and

WHEREAS, it would be to the mutual benefit of the City and the Concessionaire to enter into an agreement whereby the Concessionaire would provide the total management and operate the Ski Area.

NOW THEREFORE IN CONSIDERATION OF THE CONVENANTS SET OUT BELOW THE CITY AND THE CONCESSIONAIRE AGREE AS FOLLOWS:

SECTION 1. Definitions: As used in this contract:

- (a) "BOR" means Bureau of Outdoor Recreation
- (b) "City" means City of Cordova
- (c) "Concessionaire" means Don Chesney DBA Skiak Company
- (d) "State" means State of Alaska
- (e) "Total Gross Receipts" means the total price paid to the Concessionaire by persons purchasing commodities or using the service provided for in this contract.
- (f) "Gross Chairlift Ticket Sales" means the total price paid to the Concessionaire by persons purchasing a chairlift ticket.

SECTION 2. Scope of Concession. The City will provide to the Concessionaire:

- (a) 1 single chairlift and extra parts on hand
- (b) 1 warming hut at top of chairlift
- (c) 1 warming hut at bottom of chairlift
- (d) 1 Thiokol Packmaster snow grooming machine.
- (e) 1 storage shed at bottom of chairlift.
- (f) Any and all parts and tools and equipment that was purchased and paid for by the BOR for use at the Ski Area
- (g) All of the property that has been designated as the Eyak Mountain Ski Area project by the BOR and the Secretary of Interior
- (h) Any and all property that the State may, in the future, lease to the City as winter recreation property that is contiguous to the ski hill property.

IN CONSIDERATION for the above provisions, the Concessionaire agrees to the following:

- (a) Concessionaire shall pay the labor for all normal maintenance to the chairlift and related equipment.
- (b) Concessionaire shall pay salaries, wages and benefits for all ski area personnel.
- (c) Concessionaire shall reside at the ski area and/or provide for year-round caretaking.

SECTION 3. Hours of Operation. Concessionaire will operate the Ski facilities as weather and snow conditions permit during the ski season. When weather and snow conditions do permit, the ski facility will be open at least on week-ends and school holidays.

SECTION 4. Permits & Licenses. The Concessionaire shall obtain all permits and licenses required by State and Local Law to operate the ski facility.

SECTION 5. Ski Area Prices. The Concessionaire agrees to set forth prices for the use of the Ski Area facilities that are in accordance with local, State and National Ski Area Standards.

SECTION 6. Accounts, Books and Records.

- (a) The Concessionaire shall keep the books, records and accounts to show accurate and complete data on all receipts and disbursements in connection with the operation of the ski area.
- (b) The City Manager shall be permitted access to the premises at all reasonable hours for the purpose of examining and inspection of the premises, books or records, or for any other purpose relating to the performance of this agreement. The inspection shall be conducted in a manner that will not unduly affect the conduct of the Concessionaire's business.

SECTION 7. Termination By Concessionaire. The Concessionaire may terminate this contract by giving the City thirty (30) days written notice of termination. Written notice of termination shall be effective upon delivery to the City Manager or when mailed by registered or certified United States mail to the City Manager of Cordova.

SECTION 8. Termination By City. The City may terminate this agreement effective upon written notice to Concessionaire:

- (a) The Concessionaire is adjudicated bankrupt,
- (b) The Concessionaire fails to perform, keep and observe any of the conditions or provisions of this contract or fails to correct a default or breach within a time specified by the City. Termination by the City shall be without prejudice to the City's right to collect any amounts then due, nor shall it constitute a waiver of any other remedy that the City may be entitled to for breach of this contract.

2 { SECTION 9. Condition of premises and equipment. Upon termination, cancellation or expiration of this agreement, the Concessionaire shall vacate the Ski Area premises within thirty (30) days leaving the area and equipment in a condition that is as good as or better than the condition when first occupied by the Concessionaire.

SECTION 10. Relation to the City. It is the intent of the parties to this contract that the Concessionaire be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances be considered servants or agents of the City and that the City shall at no

time be responsible for any negligence on the part of the Concessionaire, his servants or agents, resulting in either personal or property damage to any individual, firm or corporation.

SECTION 11. Insurance. *ATK*

(a) The City will provide insurance to remain in force during the life of this contract. Such public liability insurance shall protect the City and the Concessionaire against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under this Contract, whether such operations be those of the Concessionaire, a sub-contractor or anyone directly or indirectly employed by either of them. Such Public Liability Insurance shall be at least \$500,000.00 Bodily Injury and \$100,000.00 Property Damages.

SECTION 12. Hold harmless. The Concessionaire agrees to hold harmless and indemnify the City of Cordova and any of its' employees, agents or servants of any liability which may arise as a result of property damage or personal injury occurring in connection with the performance of this agreement.

SECTION 14. Special conditions.

(a) The City will provide winter and summer road maintenance to the Ski Area.

(b) The Concessionaire shall make available for sufficient food and non-alcoholic beverages at reasonable prices to serve persons using the facility.

(c) ~~Alcoholic beverages shall be permitted to be sold or served on the premises if properly licensed under State Law.~~ Delete

(d) Concessionaire agrees to comply with the safety regulations relating to ski operations as promoted by the National State and local authorities, the Western Areas Ski Insurance Program (WASIP) and the Western Areas Ski Insurance Program (WEASIP) and the American National Standard Institute (ANSI B77.1) safety requirements for aerial passenger tramways.

(e) Concessionaire shall comply with every item of the Alaska Division of Land's Lease No. 57396 as if Concessionaire were original lessee and comply with the conditions of the grant by the U. S. Department of Interior, Bureau of Outdoor Recreation.

(f) The Concessionaire has the option to renew this contract.

(g) The City shall be responsible for the labor and materials to maintain the Thiokol Packmaster snow grooming machine.

(h) The Concessionaire shall be responsible for daily and routine maintenance checks to the Thiokol Packmaster during the ski season.

(i) The City shall be responsible for the materials to maintain the chairlift and related equipment at the ski area.

(j) The City shall be responsible for the labor and materials to repair any damage to the ski area equipment and

buildings as caused by vandalism.

SECTION 15. Official Notice. Notice concerning this contract will be considered served when placed in the U.S. Post Office with sufficient postage and addressed to :

CITY

City Manager
Box 1210
Cordova, Alaska 99574

CONCESSIONAIRE

Donald J. Chesney
d/b/a Skiak Co.
Box 267
Cordova, Alaska 99574

SECTION 17. Term of Contract. This contract shall be effective for five (5) calendar years effective August 19, 1983.

The agreement is entered into this 14 day of March 1984 between the CITY OF CORDOVA, ALASKA and DONALD J. CHESNEY, D/B/A SKIAK COMPANY.

CITY OF CORDOVA

By *M. J. Hent*
- Acting City Manager

Attest

Anna M. Shultz
City Clerk

SKIAK COMPANY

By *Donald J. Chesney*
Donald J. Chesney
S. J. Pant
Witness

2023-24 Season Summary

Rope tow opened on 12/8 – 54 operational days

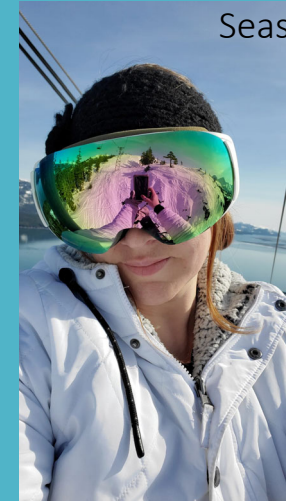
Lift opened on 12/22 – 33 operational days

Last open day was 4/5

Approximately 4 months of service

Sheridan Alpine Association Members = 461

Season Pass Holders = 403



2023-24 Photos Courtesy
of Penny Johnson

MT. Eyak Recreational Area – 2023-24 Season Summary



Sheridan Alpine Association

Operational Highlights

- 12/24/2023 Windstorm derailed cable from 22 sheaves on 5 towers.



A special Thank You to David Branshaw, Jason & Gunner Davis and Bob & Bob Jr. Bernard for their quick response and saving Christmas!

MT. Eyak Recreational Area – 2023-24 Season Summary

Operational Highlights

- 12/24/2023 Windstorm derailed cable from 22 sheaves on 5 towers.
- 32 hours of snow making for the bunny hill kids.
- 105 hours of trail grooming including the cross-country trail
- 4rd Year of investment into rental equipment. A total of \$94,000 over the past 5 yrs.



Sheridan Alpine Association

MT. Eyak Recreational Area – 2023-24 Season Summary

Operational Highlights

- Chairlift Safety Presentation at Mt. Eccles Elementary School Assembly
- SAA sponsored several guest ski patrollers from other ski areas. Great staff development for our ski patrol team!



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2023-24 Season Summary



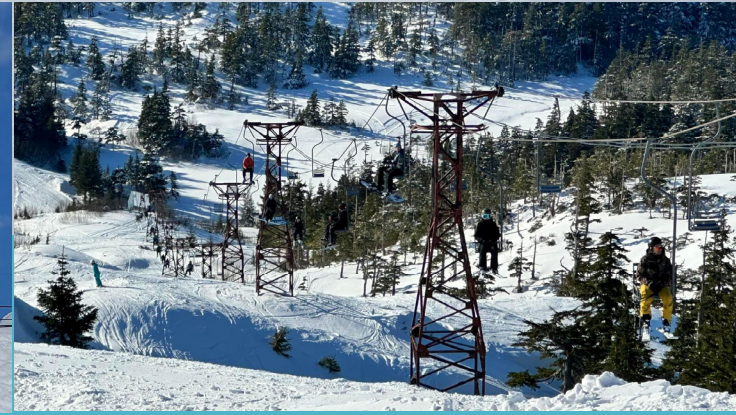
Chairlift Maintenance Highlights

A bit higher than normal repair & maintenance needs year

Rebuilt or replaced 23 sheaves on 4 towers

Greased entire lift 6 times

Prepped and painted A & B-Towers



Sheridan Alpine Association

MT. Eyak Recreational Area – 2023-24 Season Summary



Envelope ID: 1256517D-745C-4D67-8B8A-F17C38F74E93



Sheridan Alpine Association
 Box 2446
 CORDOVA, ALASKA 99574
 (907) 424-7766

March 2, 2023

Mayor Allison and City Council
 PO Box 1210
 Cordova, AK 99574

Dear Mayor and Council,

The Sheridan Alpine Association (SAA) enjoyed working with the City of Cordova Manager Helen Howarth and Park & Recreation Director Duncan Chisholm in assisting the City develop its FY23 Budget as it related to the City-owned chairlift, ski hill facilities, and the City's Ski Area Management Services agreement with SAA.

As you know, the City and SAA partnered last year to replace the 36-year-old steel chairlift cable. That project was a tremendous success and provided for the continued compliance with the American National Standard Institute (ANSI) safety requirements for the maintenance and operation of aerial passenger tramways or chairlifts.

It is SAA's recommendation that the next focus for infrastructure improvement attention should be directed toward the City-owned chairlift towers. Specifically, tower painting and the purchase and installation of safety maintenance ladders and work platforms.

Tower Painting

The current coatings on the chairlift steelwork have reached the end of its useful life. The coatings are peeling, flaking, and/or have fallen off. The current coating provides little if any protection for the steelwork of the towers and terminals. Steel wastage is progressing in addition to the poor appearance of the structures. All 16 towers and 2 terminals should be prepped and recoated as soon as possible.

SAA has reached out to a local contractor last year for a budgetary cost estimate to prepare and paint all the towers and terminals. That estimate was approximately \$450,000.

Safety Maintenance Ladders and Work Platforms

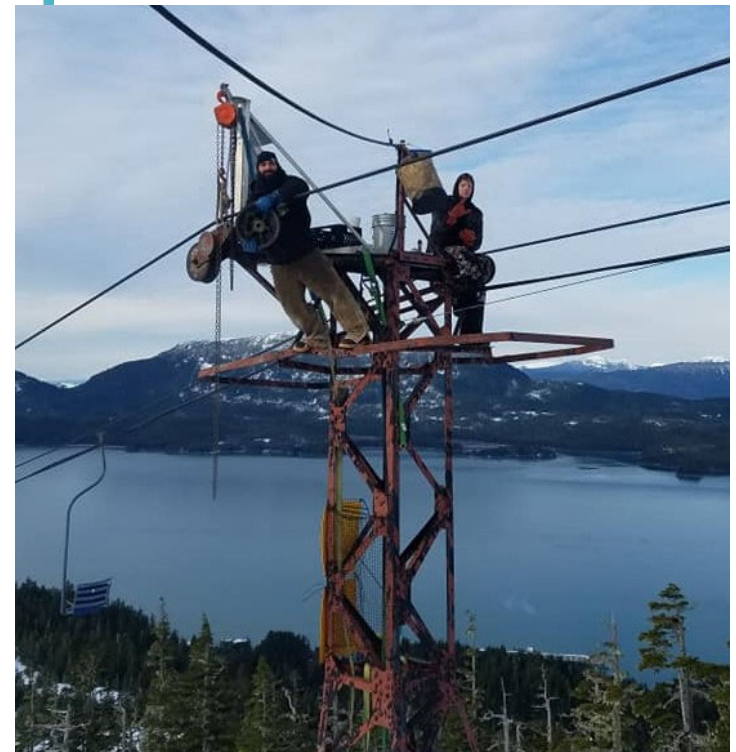
Currently, all 16 towers and both upper and lower terminals do not have maintenance access ladders or work platforms. This is a shortcoming that the chairlift operators have dealt with since 1974. Without ladders and work platforms, the towers and terminals must be free climbed using harness and fall arrest gear to perform the daily and weekly maintenance tasks. This is an awkward and dangerous endeavor that should be addressed.

SAA obtained an estimate for prefabricated maintenance access ladders and work platforms of approximately \$180,000.

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If the City agrees with these recommendations and is prepared to move forward on these infrastructure projects, the City and SAA should meet to discuss project planning and management as these projects are outside the SAA current scope of work. Similar to our cooperative chairlift cable replacement project last year, SAA is willing to assist in project coordination efforts, short of project management, if that meets the needs and desire of the City.

SAA has designated David Branshaw, David Reggiani, Paul Swartzbart, and me as SAA's infrastructure project coordination team. The project coordination team is ready and available to meet with the City. Just let us know.



Sheridan Alpine Association

MT. Eyak Recreational Area – 2023-24 Season Summary

Mt. Eyak Ski Area News & Updates for the 2024-25 Season

- David Branshaw Retires after 27 years of service
- New Management Team – General Manager & Mountain Operations Manager
- Mt. Eyak Ski Area joined the Indy Pass Resorts Community
- Snowsports @ Mt. Eyak – Nordic and Alpine Ski Schools
- Dreams of a New Day Lodge



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning



The Indy Pass is the fastest-growing multi-mountain pass in the world. It will provide two-day access to 200+ Alpine and Nordic resorts across the US, Canada, Europe, and Japan. Most Indy resorts are independently owned and operated by multi-generational families, providing a uniquely authentic and affordable skiing experience.

GRANBY, COLORADO—Indy Pass announced today that seven new Alpine resorts and five cat skiing operations have been added to the 2024/25 Pass. For a limited time, passes will be available for purchase by the general public starting today, March 8, on a first-come, first-served basis until sold out. Last spring, the Indy Pass sold out in 10 days.

New Alpine Resorts Include:

- Big Moose Mountain, Maine
- Mt. Eyak, Alaska
- Mt. Washington Alpine Resort, British Columbia
- Powderhorn Mountain Resort, Colorado
- Steeplechase, Minnesota
- Wintergreen Resort, Virginia
- Wisp Resort, Maryland

Payouts

- **85% of Indy Pass revenue is paid to resorts**
- **Payouts are pegged to highest window rate**



Your ticket to independent ski resorts
<https://www.indyskipass.com/>



Sheridan Alpine Association



24/25 PASS PRICING

Adult Base Pass	\$349	Kids Base Pass	\$199
Adult Base Pass - AddOn	\$269	Kids Base Pass - AddOn	\$149
Adult Indy+ Pass	\$469	Kids Indy+ Pass	\$259
Adult Indy+ Pass - AddOn	\$389	Kids Indy+ Pass - AddOn	\$199
Adult XC Pass	\$99	Kids XC Pass	\$49

*AddOn Pass requires proof of an unlimited season pass at an Indy Partner Resort
*Kids passes are for 12 & Under at time of purchase

MT. Eyak Recreational Area – 2024-25 Preseason Planning

FY25 Budget Details

SAA Fiscal Year 11/1/24 – 10/31/25
 City Fiscal Year 1/1/24 – 12/31/25

9-12-24 SAA email to City Manager & Acting Planner

SAA's suggested 2025 budget amounts

Repair & Maintenance Reimbursement **\$25,000**

Lease Revenue Pass Thru CTC TBD - The City typically calculates this based on the lease agreements.

Lease Revenue Pass Thru CVW TBD - same as above but we need to drill down on the details of the CPI increases over the past several years to confirm what the current lease amount is and/or should be.

Water, Sewer & Refuse Reimbursement **\$1,200 + \$2,000** for snowmaking operations. Total budget line = **\$3,200**.

Telephone Reimbursement **\$2,000**

Electricity TBD - SAA does not have any account detail data to provide input

Electric Reimburse TBD - same as above

Heating Oil TBD - SAA does not have any account detail data to provide input

Annual Chairlift Inspection Reimbursement **\$5,000**

General Liability Insurance Reimbursement **\$15,000**

		FY24			
Ski Hill		FY23	FY24	YTD	FY25
101-704-51040	Repair & Maintenance	20,000	20,000	12,125	10,000
101-704-51110	Lease Rev Pass Thru CTC	38,169	35,937	23,770	35,989
101-704-51115	Lease Rev Pass Thru CVW	39,872	35,937	23,911	36,360
101-704-52010	Water, Sewer & Refuse	2,554	1,600	1,223	1,600
101-704-52030	Electricity	26,911	22,000	18,133	22,000
101-704-52035	Electric reimburse contra	(18,002)	(14,000)	(20,162)	(14,000)
101-704-52040	Heating Oil	9,612	8,000	6,056	8,000
101-704-52180	Annual Inspection	0	5,000	0	0
101-704-52190	Insurance	12,659	15,000	13,177	0
Total Ski Hill:		131,776	129,474	78,233	99,949

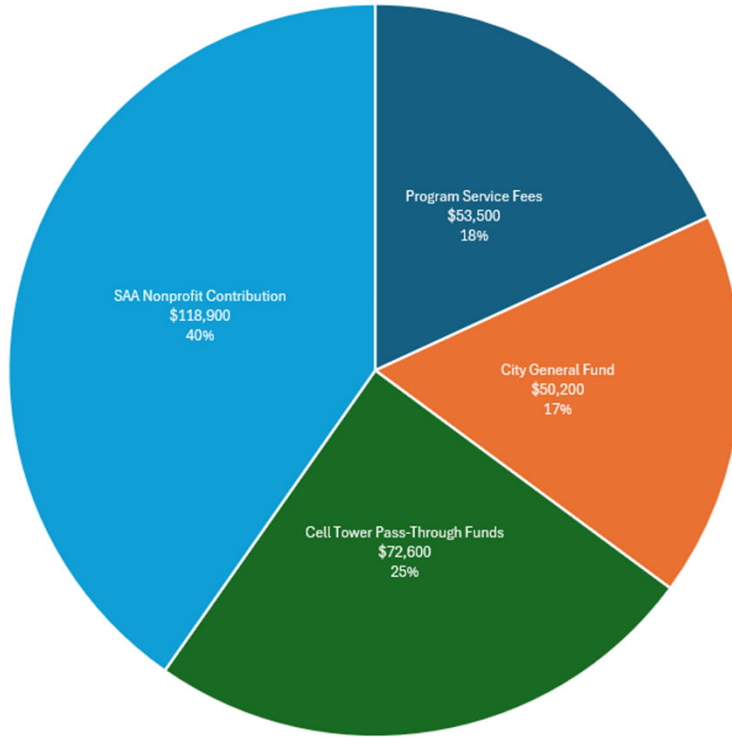
11-13-24 Council Work Session Packet



Sheridan Alpine Association

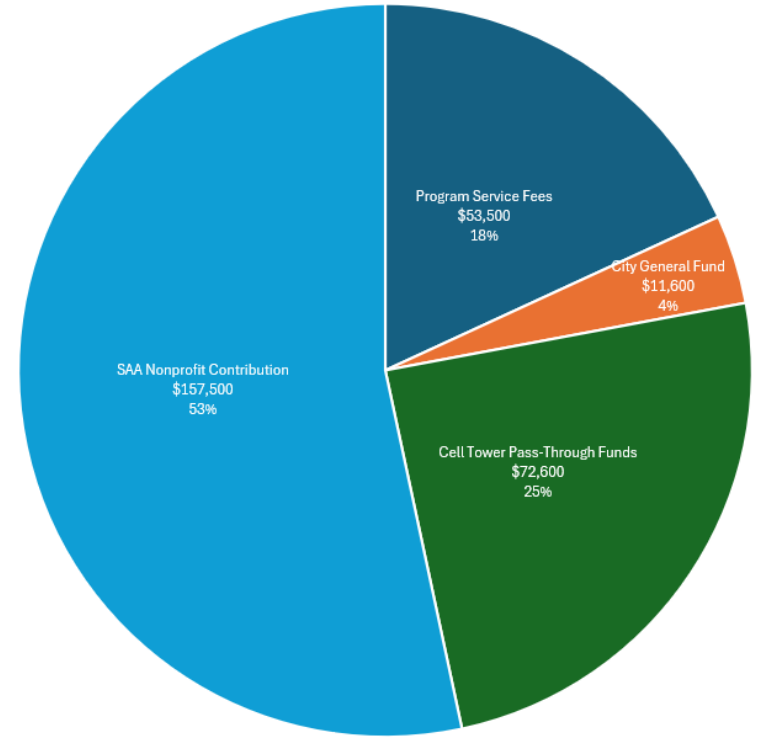
MT. Eyak Recreational Area – 2024-25 Preseason Planning

Mt. Eyak Ski Area
 Operation and Management
 FY25 Revenue Budget \$295,200



SAA Requested City Reimbursement Funding

Mt. Eyak Ski Area
 Operation and Management
 FY25 Revenue Budget \$295,200



11-13-24 Council Work Session Packet



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning

Mt. Eyak Ski Area
 FY25 Budget - Working Draft 11.12.24

	Actual FY23	Preliminary Actual FY24	Draft Budget FY25	FY24 vs FY25 Budget Variance \$	FY24 vs FY25 Budget Variance %
Nonprofit Revenue					
Lift Fees - Chairlift	\$ 19,903.00	\$ 17,759.28	\$ 18,000.00	\$ 240.72	1.4%
Lift Fees - Rope Tow	\$ 1,910.00	\$ 710.00	\$ 1,000.00	\$ 290.00	40.8%
Lift Fees - Season Pass	\$ 33,898.00	\$ 36,620.00	\$ 33,000.00	\$ (3,620.00)	(9.9%)
Lift Fees - Season Pass - Rope Tow	\$ 1,030.00	\$ -	\$ 500.00	\$ 500.00	#DIV/0!
Lift Fees - Other	\$ 11,125.00	\$ 1,350.00	\$ 1,000.00	\$ (350.00)	(25.9%)
Total Program Service Fees	\$ 67,866.00	\$ 56,439.28	\$ 53,500.00	\$ (2,939.28)	(5.2%)
City Reimbursement	\$ 11,298.47	\$ 33,570.49	\$ 11,600.00	\$ (21,970.49)	(65.4%)
Site Lease Fees - Pass Thru	\$ 63,242.70	\$ 96,409.83	\$ 72,579.36	\$ (23,830.47)	(24.7%)
Total City of Cordova	\$ 74,541.17	\$ 129,980.32	\$ 84,179.36	\$ (45,800.96)	(35.2%)
Fundraisers - Clothing	\$ -	\$ -	\$ -	\$ -	
Fundraisers - Concessions	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
Fundraisers - Rental Shop	\$ 1,748.50	\$ 384.30	\$ 1,000.00	\$ 615.70	160.2%
Fundraisers - Rental Fees	\$ 10,981.15	\$ 11,471.32	\$ 10,000.00	\$ (1,471.32)	(12.8%)
Fundraisers - Vintage Lift Chairs	\$ 5,336.27	\$ 8,325.00	\$ 4,500.00	\$ (3,825.00)	(45.9%)
Fundraisers - Other	\$ -	\$ -	\$ -	\$ -	
Total Fundraisers	\$ 18,065.92	\$ 20,180.62	\$ 20,500.00	\$ 319.38	1.6%
SAA Nonprofit Contribution	\$ 56,906.43	\$ 71,036.67	Net Loss Amount Below Needed to Balance		
Total SAA Nonprofit Contribution	\$ 74,972.35	\$ 91,217.29	\$ 20,500.00	\$ (70,717.29)	(77.5%)
Total Nonprofit Revenue	\$ 217,379.52	\$ 277,636.89	\$ 158,179.36	\$ (119,457.53)	(43.0%)



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning

Mt. Eyak Ski Area
 FY25 Budget - Working Draft 11.12.24

	Actual FY23	Preliminary Actual FY24	Draft Budget FY25	FY24 vs FY25 Budget Variance \$	FY24 vs FY25 Budget Variance %
Expenditures					
Accounting Fees \$	10,492.67	\$ 8,836.50	\$ 10,000.00	\$ 1,163.50	13.2%
Advertising & Promotion \$	1,320.00	\$ 3,772.30	\$ 2,000.00	\$ (1,772.30)	(47.0%)
Bank Charges & Fees \$	1,979.32	\$ 2,098.69	\$ 2,000.00	\$ (98.69)	(4.7%)
Dues & Subscriptions \$	-	\$ -	\$ -	\$ -	-
Fuel \$	7,145.66	\$ 4,870.07	\$ 7,000.00	\$ 2,129.93	43.7%
Fundraisers - COGS - Vintage Chairs \$	-	\$ -	\$ -	\$ -	-
Fundraisers - COGS - Concessions \$	-	\$ -	\$ -	\$ -	-
Fundraisers - COGS - Clothing \$	-	\$ -	\$ -	\$ -	-
Fundraisers - COGS - Other \$	-	\$ -	\$ -	\$ -	-
Insurance - General Liability \$	12,658.83	\$ 13,177.33	\$ 15,000.00	\$ 1,822.67	13.8%
Insurance - Workman's Comp \$	7,420.00	\$ 4,570.79	\$ 8,000.00	\$ 3,429.21	75.0%
Insurance - Other \$	-	\$ -	\$ -	\$ -	-
Maintenance Supplies \$	18,057.20	\$ 21,455.41	\$ 15,000.00	\$ (6,455.41)	(30.1%)
Miscellaneous \$	25.00	\$ -	\$ -	\$ -	-
Office & Software Supplies \$	1,957.52	\$ 1,677.00	\$ 2,000.00	\$ 323.00	19.3%
Professional Services - Lifts Inspection \$	-	\$ 298.56	\$ 5,000.00	\$ 4,701.44	1574.7%
Repairs & Maintenance \$	2,829.27	\$ 12,322.37	\$ 15,000.00	\$ 2,677.63	21.7%
Ski Patrol Expenses \$	4,473.58	\$ 3,922.50	\$ 4,000.00	\$ 77.50	2.0%
Payroll Expenses - Wages \$	102,277.95	\$ 108,127.50	\$ 130,000.00	\$ 21,872.50	20.2%
Payroll Expenses - Taxes \$	-	\$ 10,126.77	\$ 13,000.00	\$ 2,873.23	28.4%
Utilities - Telephone \$	1,944.90	\$ 1,360.95	\$ 2,000.00	\$ 639.05	47.0%
Utilities - Water \$	952.11	\$ 10,674.43	\$ 3,200.00	\$ (7,474.43)	(70.0%)
Total Operating Expenditures \$	173,534.01	\$ 207,291.17	\$ 233,200.00	\$ 25,908.83	12.5%



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning

Mt. Eyak Ski Area
 FY25 Budget - Working Draft 11.12.24

	Actual FY23	Preliminary Actual FY24	Draft Budget FY25	FY24 vs FY25 Budget Variance \$	FY24 vs FY25 Budget Variance %
Capitla Budget					
Lease Hold Improvement					
City - Building Improvement \$	-	\$ 3,087.23	\$ 12,000.00	\$ 8,912.77	288.7%
City - Other \$	11,829.66	\$ -	\$ -	\$ -	
Land					
Ski Trails \$	12,455.00	\$ -	\$ 10,000.00	\$ 10,000.00	#DIV/0!
Machinery & Equipment					
City - Tower/Chair Improvements \$	13,302.25	\$ 32,369.63	\$ 30,000.00	\$ (2,369.63)	(7.3%)
Equipment \$	-	\$ 1,010.62	\$ -	\$ (1,010.62)	
Equipment - Rental \$	-	\$ -	\$ -	\$ -	
Rental Gear \$	6,258.60	\$ 33,878.24	\$ 10,000.00	\$ (23,878.24)	(70.5%)
Snow Cat \$	-	\$ -	\$ -	\$ -	
Snow Maker \$	-	\$ -	\$ -	\$ -	
Total Capital Expenditures \$	43,845.51	\$ 70,345.72	\$ 62,000.00	\$ (8,345.72)	(11.9%)
Total Nonprofit Revenue \$	217,379.52	\$ 277,636.89	\$ 158,179.36	\$ (119,457.53)	(43.0%)
Operating Expenditures \$	173,534.01	\$ 207,291.17	\$ 233,200.00	\$ 25,908.83	12.5%
Capital Expenditures \$	43,845.51	\$ 70,345.72	\$ 62,000.00	\$ (8,345.72)	(11.9%)
Total Expenditures \$	217,379.52	\$ 277,636.89	\$ 295,200.00	\$ 17,563.11	0.6%
Net Nonprofit Income/Loss \$	-	\$ -	\$ (137,020.64)		



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning



Sheridan Alpine Association

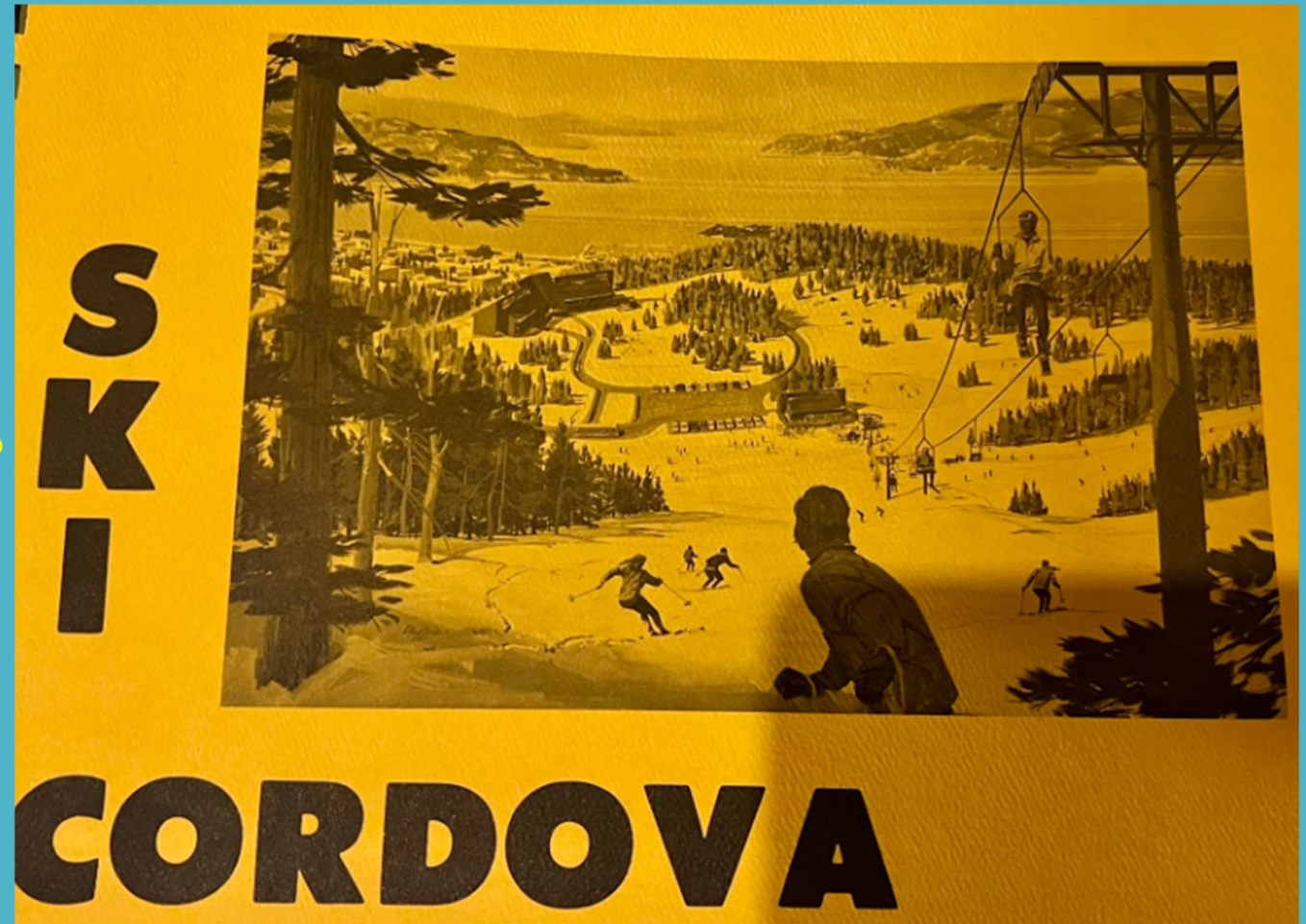
Mt. Eyak Recreational Area – 2024-25 Preseason Planning

Dreams of a new Day Lodge

- SAA created an Infrastructure & a New Day Lodge Design Committee
- SAA has engaged Z-Architects to assist in preparing a preliminary conceptual design
- As the process gets going, we envision a series of facilitated community workshops to help with site development, building space use & design criteria
- Stay tuned for more to come ...



Sheridan Alpine Association



Mt. Eyak Ski Area Planning Document circa 1970

Mt. Eyak Recreational Area – 2024-25 Preseason Planning



Questions



Sheridan Alpine Association

Mt. Eyak Recreational Area – 2024-25 Preseason Planning

Cordova High School Student Council Report
for November 20, 2024, Cordova City Council Meeting

Student council had their second meeting on Friday, Nov. 1 and worked together to plan the Nov. 21 pep rally and our Deck the Halls theme which will be released that day. We also worked to begin planning for Homecoming which will take place January 17. Student Council is undertaking a See's Candy fundraiser to start raising money for our travel to Sitka for the Spring AASG conference in April.

Regular City Council Meeting
October 2, 2024 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order – **Mayor David Allison** called the Regular City Council Meeting to order at 7:00 pm on October 2, 2024, in the Cordova Center Community Rooms.

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

C. Roll call – Present for roll call were **Mayor David Allison** and Council members **Kasey Kinsman**, and **Dave Zastrow**. Council members **Tom Bailer** and **Kristin Carpenter** were present via zoom videoconference. Council members **Cathy Sherman**, **Wendy Ranney**, and **Ken Jones** were absent. Also present were City Manager **Samantha Greenwood** and Public Works Director/Acting City Planner **Kevin Johnson**.

D. Approval of Regular Agenda

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

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

F. Communications by and Petitions from Visitors

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

G. Approval of Consent Calendar

5. Minutes: Sept 18, 2024, City Council Public Hearing Minutes
6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of Council member **Dave Zastrow** from the Sept 18, 2024, Regular Meeting
Vote on the Consent Calendar: 4 yeas, 0 nays, 3 absent. Zastrow-yes; Sherman-absent; Jones-absent; Bailer-yes; Kinsman-yes; Ranney-absent; and Carpenter-yes. Consent Calendar was approved.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

7. Mayor's Report – **Mayor Allison** reported: 1) He has to go to Anchorage, so **Vice Mayor Kinsman** is going to welcome Pioneers coming for convention and fill in for him at the ribbon cutting at pool.

8. City Manager's Report – **Greenwood** reported: 1) the city deficit cannot be determined until budget is done; the \$3 million loan from permanent fund and \$3.9 million from the general fund, that was discussed at the last work session is a cash flow issue; two separate things not considered a deficit. They are correcting the cash flow issue during this time frame; 2) work session schedule goal to get budget passed on Dec 4, Nov 27 the public hearing would need to be advertised; 3) would like to look at other entities the city gives money to next work session; 4) Cordova Center has already met their revenue goal for the year, 3 large conferences also coming up; 5) Parks and Rec director, **Duncan Chisholm** has resigned, last day Oct 11, filled interim with **Samantha Schneider**; 6) three applications for the planner position, hired a new Deputy Clerk, hired a new utilities clerk, dmv candidate is going through background check, officer

candidate going through background check, hired museum clerk and head librarian, four applicants for the fire/medic position, streets supervisor still needed.

9. City Clerk's Report - **Bourgeois** was not present. 1) Many positions open for boards & commissions; 2) second October regular council meeting is being pushed one week to Oct 23.

K. Correspondence

10. 09-17-24 Letter from Sr. VP External Affairs of Santos Ltd introducing Santos to the community

11. 09-17-24 Email from K. Hayden regarding disposal of Lots 3 & 4, Block 8 Original Townsite

L. Ordinances and Resolutions

12. Ordinance 1221 An ordinance of the Council of the City of Cordova, Alaska enacting Chapter 5.01 "disbursement and investment of city funds"; amending and renaming Chapter 5.04 "warrants" to "signature requirements" and clarifying the signature process on City fund disbursements; amending, renumbering, and renaming Chapter 5.44 "Cordova general reserve fund" to Chapter 5.02 "Cordova permanent fund (general reserve fund)"; repealing Chapter 5.40 "sales tax" and enacting Chapter 5.10 "sales tax" to adopt a registration process for sellers; update the sales tax return, implementation, enforcement, protest, and collection procedures; remove the sales tax exemptions for travel agencies, professional services commissions and fees, and recreational flights; to clarify the exemption for nonprofit entities and expressly exclude rentals from the exemption; and to require purchasers to file a refund application for the sales tax exemption on construction materials and services – 1st reading

M/Kinsman S/Zastrow to adopt Ordinance 1221 An ordinance of the Council of the City of Cordova, Alaska enacting Chapter 5.01 "disbursement and investment of city funds"; amending and renaming Chapter 5.04 "warrants" to "signature requirements" and clarifying the signature process on City fund disbursements; amending, renumbering, and renaming Chapter 5.44 "Cordova general reserve fund" to Chapter 5.02 "Cordova permanent fund (general reserve fund)"; repealing Chapter 5.40 "sales tax" and enacting Chapter 5.10 "sales tax" to adopt a registration process for sellers; update the sales tax return, implementation, enforcement, protest, and collection procedures; remove the sales tax exemptions for travel agencies, professional services commissions and fees, and recreational flights; to clarify the exemption for nonprofit entities and expressly exclude rentals from the exemption; and to require purchasers to file a refund application for the sales tax exemption on construction materials and services

Kinsman says it mostly feels like modernizing the code and some definition changes that affects the public, he is in favor and also would like in second reading to have more verbiage on the definition of construction materials and services. Thinks what gets submitted is valuable information for property values and we are lumping into an upfront tax exemption. **Zastrow** feels it is cleaned up a lot, happy moving forward with it. **Bailer**, still confused on some things and would like input with people who do guiding operations and from councilman **Ranney**. First reading supported. Also said to define what a completed house is. Be more generic on conditions of completed. **Smith** seconds more public input and appreciates work being done on the changes. **Greenwood** concluded council would like a couple of options put into an amendment to mix and match.

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

13. Ordinance 1222 An ordinance of the Council of the City of Cordova, Alaska enacting Title 7 "City property" and relocating and renumbering CMC Chapters 5.12, 5.14, 5.16, 5.22, 5.23, 5.24, 5.28, and 5.29 to Chapters 7.10 through 7.80 of title 7 of the Cordova Municipal Code – 1st reading

M/Kinsman S/Zastrow to approve Ordinance 1222 An ordinance of the Council of the City of Cordova, Alaska enacting Title 7 "City property" and relocating and renumbering CMC Chapters 5.12, 5.14, 5.16, 5.22, 5.23, 5.24, 5.28, and 5.29 to Chapters 7.10 through 7.80 of title 7 of the Cordova Municipal Code

Kinsman said he looks forward to more points brought out on this in the future. **Johnson** reiterates this ordinance is only moving the code to a different section and changes to verbiage would be done at a later time in a new ordinance. **Kinsman** said he is in favor. **Zastrow**, in favor. **Carpenter**, Agrees. **Bailer**, supports.

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

14. Resolution 10-24-31 A resolution of the Council of the City of Cordova, Alaska, encouraging the State of Alaska and the US Secretary of Commerce to declare fisheries disaster as follows: 2024 Prince William Sound pink and chum salmon; and to encourage the same to declare a condition of economic disaster in Cordova as a result

M/Zastrow S/Kinsman to approve Resolution 10-24-31 A resolution of the Council of the City of Cordova, Alaska, encouraging the State of Alaska and the US Secretary of Commerce to declare fisheries disaster as follows: 2024 Prince William Sound pink and chum salmon; and to encourage the same to declare a condition of economic disaster in Cordova as a result.

Greenwood says they are still waiting on previous disaster funds from 2020 and 2018. **Kinsman** seconds, suggests putting together encouragement to go to our representatives. **Zastrow**, supports going for fishery funds, wishes it was a faster process. **Bailer**, supports but has questions on yearly expectations- are we guaranteeing our natural resources? do we do this every time fish don't come back? Are we guaranteeing people income? **Carpenter** supports, she thanked **Jess Rude** and CDFU for putting this together said the numbers are staggering. **Jess Rude** said that ADF&G really helped with the numbers also.

Vote on the motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

15. Resolution 10-24-32 A resolution of the Council of the City of Cordova, Alaska, disbanding the Fisheries Advisory Committee and the Fisheries Development Committee, consolidating the roles of those two committees, authorizing establishment of the Cordova Fisheries Committee (CFC), and tasking the CFC with the consolidated roles

M/Kinsman S/Carpenter to approve Resolution 10-24-32 A resolution of the Council of the City of Cordova, Alaska, disbanding the Fisheries Advisory Committee and the Fisheries Development Committee, consolidating the roles of those two committees, authorizing establishment of the Cordova Fisheries Committee (CFC), and tasking the CFC with the consolidated roles

Kinsman believes this will give us the appropriate representation. **Carpenter** said it makes sense to be more efficient. **Bailer** and **Zastrow** said they both support.

Vote on the motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

M. Unfinished Business –none

N. New & Miscellaneous Business

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

Kinsman asked if the budget work sessions could be adjusted as follows: 11/6 be held on 11/7 instead and 11/20 be held on 11/19 instead.

Greenwood suggested having a work session on the Oct 16 on sales taxes to make time on the Oct 23 to have public hearing and second reading. **Greenwood** will send out the attorney's PowerPoint to everyone. **Kinsman** is in favor of that.

O. Audience Participation - none

P. Council Comments

Bailer said he is envisioning for the tax code – an FAQ page and we will get the questions by reaching out to businesses. Overall, the goal is to spread these taxes out more, not just on property owners and picking up these loose ends is helping toward that. He will be traveling a lot, for the rest of his term really, as it has become necessary to be with aging family. He knows it is not ideal, but he takes his role seriously and attendance is important, he paid \$150 change fee to accommodate tonight's schedule. He appreciates those in attendance tonight.

Carpenter echoed **Bailer's** comments for materials that will help people through the tax code changes. Glad to hear about the new hires **Greenwood** mentioned tonight. She thanked staff and the City attorney for the time given to this, to streamline, and make this code more current.

Zastrow echoed the thanks to staff and council.

Kinsman thanked those who may be online listening, this is Title 5, it's how our community taxes and no one is here to comment/participate. This does matter and he is hopeful more people will be here for second reading. Business owners, citizens, we really do listen to what you have to say. He thanked staff, this was a huge undertaking; he appreciates the city manager taking the baton and running with it and keeping the forward momentum on this. He offered kudos to Council member **Bailer**; he knows remote participation is not easy and he really appreciates his attendance, his ability to remain engaged and his insight.

Q. Executive Session

17. Council discussion of recent land disposal action and negotiations, to be discussed in executive session because it is a subject the immediate knowledge of which would clearly have an adverse effect on the finance of the government.

M/Kinsman S/Zastrow to go into an executive session for a Council discussion of recent land disposal action and negotiations, to be discussed in executive session because it is a subject the immediate knowledge of which would clearly have an adverse effect on the finance of the government.

Vote on the motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

Mayor Allison called for a five-minute recess to clear the room at 8:05pm. Council entered the executive session at 8:10pm. Council was back in open session at 8:25pm.

Mayor Allison stated they gave staff direction in the executive session regarding continued negotiations on the land sale.

R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 8:27 pm.

Approved: November 20, 2024

Attest: _____
Susan Bourgeois, City Clerk

DRAFT

The background of the slide features a field of green tulips with long stems and pointed buds, set against a light green background. The tulips are scattered across the entire page, creating a decorative and naturalistic backdrop for the text.

**Mayor Allison and Cordova City Council are soliciting interest
for upcoming City Board and Commission vacancies**

Library Board – 1 seat, Planning Commission – 2 seats,

Harbor Commission – 2 seats,

Parks & Recreation Commission – 2 seats,

Historic Preservation Commission – 2 seats

all vacancies have terms through November 2027

applications available on the City website

deadline to apply for these appointments is November 26, 2024

email cityclerk@cityofcordova.net or call 907-424-6248

appointments will be made at a City Council meeting in Dec 2024

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.



P.O. Box 1484 Cordova, Alaska 99574

November 5, 2024

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

RE: Proposed Bob Korn Swimming Pool Fee Increase

Dear Ms. Greenwood,

This letter is in response to the memo that was provided to the Cordova Iceworm Swim Team (CIST) regarding the need for CIST to pay rent to use the Bob Korn Memorial swimming pool.

As you may know, the CIST is a local club registered within the USA Swimming organization. USA Swimming is the National Governing Body for the sport of swimming in the United States. They promote, and CIST embraces, the culture of swimming by creating safe and healthy opportunities for athletes and coaches of all backgrounds to participate and advance in the sport through clubs, events and education. The USA Swimming membership is comprised of swimmers of every age and ability, all the way up to the Olympic Team, as well as coaches, officials and volunteers. Through our membership fees, USA Swimming provides general liability insurance to CIST, its swimmers, coaches and lifeguards (see attached).

The CIST is a 501(c)(3) nonprofit organization funded by donations, fundraisers, and program services fees. The nonprofit program service fees are fees that are collected from each swimmer that participates to help provide for a portion of the organization's operating expenses. The CIST swim season extends for approximately six months (November – April).

The CIST has had a long history in Cordova and with Cordova's Bob Korn Memorial swimming pool from the early days of its original construction in 1972. Indeed, the CIST (and its predecessor swim club) have had the before school, 6am-8am, and 7-9am on Saturdays time slots for over 40 years. Even with those early morning swim practices, our youth participation continues to grow each year. Last season we had 60 swimmers, 6 swim coaches and lifeguards, 4 trained USA Swimming officials, and over 15 adult volunteers involved in the program. This year, we have nearly 80 swimmers interested in our pre-registration polling. This represents approximately 35% of the Mt. Eccles current student enrollment.

In addition to the swimmer's program service fees, which are approximately \$40-\$50/month (\$240-\$300/season) depending on the swimmer's age, the swimmer is also required to purchase a Pool Pass (\$116/calendar year) from the Cordova Department of Parks & Recreation. This places the total season cost per swimmer to between \$356-\$416. Passing on the cost of the City's new pool rent fees would add another \$260 of cost per swimmer and effectively nearly double the CIST program service fees. A cost of \$516-\$676 per swimmer could make the program unaffordable to most of the Cordova swimming families.

The parents of Cordova's swimming youth already pay extensively for City services through its sales, property tax, and user fees schedule. Specifically, 80 swimmers and the adults involved in the CIST program should provide over \$21,000 in pool pass revenue depending on application of the fee schedule. One could ask, isn't that enough?

The CIST Board of Directors respectfully disagrees with the notion that the City needs to collect additional income through the CIST nonprofit organization with application of a pool rental fee and requests reconsideration.

Sincerely,



Laura Hanson
CIST Board of Directors President
(907) 330-4202
cordovaiceworms@gmail.com

Cc: Mayor David Allison and City Council Members

Attachments

- 2024 Certificate of Liability Insurance for City of Cordova



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 1855 W. State Road 434 Longwood FL 32750	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: usascoj@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	INSURER A: Accredited Surety & Cas Co Inc NAIC # 26379	
	INSURER B: United States Fire Insurance Company 21113	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	
	INSURER F: _____	

COVERAGES **CERTIFICATE NUMBER:** 264626301 **REVISION NUMBER:** _____


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Event	Y	Y	1-TRE-CO-17-01338546-01	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Abuse/Molestation	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED _____ RETENTION \$ _____	Y	Y	1-TRE-CO-17-01338547-01	1/1/2024	1/1/2025	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Participant Accident			US1929880	1/1/2024	1/1/2025	Excess Medical	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of General Liability and Excess Liability coverage for COVERED ACTIVITIES: Abuse and Molestation Aggregate on the General Liability policy is \$4,000,000. Medical Expense Coverage applies to Office Premises and Event Spectators only. General Liability policy includes a 30 Day Notice of Cancellation per policy provisions.

Other Insureds includes the following: Individual Members of USA Swimming, Inc., while acting in that capacity; Group Members, including Member Clubs, of USA Swimming, Inc. while acting in that capacity but solely as respects to "bodily injury" and "property damage" arising from "covered activities" for which a group member has received approval from USA Swimming, Inc. or its authorized representative.

See Attached...

CERTIFICATE HOLDER City of Cordova Parks and Rec PO Box 1210 Cordova AK 99574	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Insurance Office of America		NAMED INSURED USA Swimming, Inc.; USA Swimming Foundation, and USA Swimming Local Swimming Committees & Member Clubs 1 Olympic Plaza Colorado Springs CO 80909-5780	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Covered Activities (For Commerical General Liability Coverage)
 With respect to USA Swimming, Inc. Member Clubs, Group Members, Member Coaches, and Member Officials (all if in good standing); volunteers and additional insured owner/lessors of premises, sponsors and co-promoters, coverage hereunder for these entities applies only to:

- 1) Swimming meets that have been issued a written Sanction (pursuant to USA Swimming Rule 202.4 and Rule 202.5) or Approval (pursuant to USA Swimming Rule 202.6). Approved meets means a competition where an Approval is issued by USA Swimming, Inc., or one of the USA Swimming, Inc. Local Swimming Committees for swimming meets conducted in conformance with USA Swimming, Inc. technical rules in which members and non-members may compete, including foreign meets under the USA Swimming, Inc. open border policy. USA Swimming, Inc. member clubs that either host or participate in a swimming meet that has been issued a Sanction or Approval or participate in an open border competition will be considered an insured provided that all of its athletes competing and coaches on deck are members of USA Swimming, Inc. in good standing.
- 2) Swimming practices, dry land training activities, camps, and learn to swim programs where all swimmers are members of USA Swimming, Inc. or U.S. Masters Swimming, Inc. and are conducted under direct and active supervision of a USA Swimming, Inc. member coach in good standing. Dry land training activities mean weight training, running, calisthenics, and exercise machine training, and any other training activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 3) USA Swimming, Inc. Swim-A Thons sponsored by or registered with USA Swimming, Inc.
- 4) Social events and fund-raising activities that are events or activities for which an insured has received approval from USA Swimming, Inc. or its authorized representative.
- 5) Swimming tryouts. Swimming Tryouts mean swimming practices where a swimmer(s) who is not and who has never been a member of USA Swimming, Inc. participates in swimming activities with a USA Swimming, Inc. member club for a period not to exceed thirty days from the first day of practice to determine the swimmer's interest in becoming a member of USA Swimming, Inc. Tryout swimmers may not participate in more than one tryout period within the same twelve month span.
- 6) Safety Training for Swim Coaches, CPR, and Lifeguard Certifications of USA Swimming, Inc. member coaches and/or USA Swimming, Inc. members completing requirements to become member coaches, conducted by USA Swimming, Inc. member coaches that are member representatives of one of the approved agencies listed on the USA Swimming, Inc. Swim Training for Swim Coaches In-Water Skills Checklist.
- 7) USA Swimming official members in good standing attending an Observed Swim Meet (pursuant to USA Swimming Rule 202.8). An Observed Swim Meet is defined as a swim meet observed by an assigned USA Swimming, Inc. official(s) for conformance with USA Swimming, Inc. technical rules in a meet conducted under rules other than USA Swimming rules.
- 8) "Organized practices" that have been reported and a premium has been paid for. Organized practices are defined as recreation league meets hosted by USA Swimming member club with community teams that are not USA Swimming member teams.

The Certificate Holder is included as an Additional Insured on a Primary and Non-Contributory basis as required by written agreement. Waiver of Subrogation applies per written agreement.

Member Club: Cordova Iceworms
 RE: practices/meets/dryland training/swim tryouts

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR LEGAL ENTITY IN WHICH YOU
HAVE A WRITTEN CONTRACT, AGREEMENT OR PERMIT WHICH REQUIRES THAT YOU NAME THE
CONTRACTING PARTY AS AN ADDITIONAL INSURED.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

From: [David Allison](#)
To: [Susan Bourgeois](#)
Subject: Fw: Correction of Letter re Swim Team Support
Date: Wednesday, November 6, 2024 4:55:17 PM

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
(907) 424-6200 City
(907) 831-6791 Cell
mayor@cityofcordova.net

From: Shelly Kocan <shellykocan@gmail.com>
Sent: Wednesday, November 6, 2024 1:50 PM
To: David Allison <mayor@cityofcordova.net>
Subject: Correction of Letter re Swim Team Support

To City Council:

My daughter was supposed to start the swim team this week but the program has been delayed due to a new pricing structure set out last week by the Manager of Parks and Recreation.

I understand that the city has a budget shortfall and that the pool is a major expense for our town.

However if we are going to invest the 600k annually to have a pool I would suggest we use the pool to its fullest potential rather than limit its use in an effort to decrease the net loss from running the pool.

The swim team program is a growing program that currently has 60 participants, with anticipation of 80 participants for this current year. The benefits of this program are many including a boost for physical, mental and social health for a third of the children in town. Including in specific:

1. Water Safety
2. Persistence and Grit
3. Athleticism in a age of increasing sedantarianism
4. Healthy activities throughout childhood and adolescence
5. Ability to focus better during school after having an active morning
6. Positive and bright environment as we go through the darkest part of the year
7. Fostering a team spirit and a sense of belonging
8. A funnel for the high school swim team
9. Revenue for the city from swim meets with increased town visitation as well as the pool being rented for these meets
10. Revenue for the city through pool pass purchasing
11. Revenue for the city through increased proportion of the population wanting to use the

pool currently and in perpetuity as they age

As a swim team parent we currently spend nearly \$500 per year per child to participate including pool passes, swim team dues and equipment. If that price were to creep toward \$800-\$900 per year it would price many families out of this amazing program, shifting even more cost to the parents who could afford the increase.

With the new proposal, it is required that the swim team rent the pool for each hour that the swim team uses the facilities. If that is the case then parents should not be required to purchase a swim pass for their children in addition to that charge.

However I would suggest that charging the annual pool pass is a better option considering that it encourages maximum use of the facilities and a less limiting structure for the kids.

The coaches for the swim team are already individually volunteering 12+ hours per week to operate this non-profit program. Kids and parents are getting up early to get kids to practice by 6:50 on school mornings. The team already stages 4 fundraising events per year, and we could potentially try to increase our fundraising but not with such little notice.

I feel confident that a compromise could be reached and that everyone wants to support the children of our community in their pursuit of healthy lifelong hobbies and skills.

The Ice Worm swim program is a valuable asset to our community, please find a way to rectify this situation with utmost haste so that kids can get in the pool this week, and start practicing for the upcoming championship in Decemeber.

Sincerely,
Shelly Kocan
Parent, Community Member & Cordova Business Owner

--

www.acucdv.com

From: [Craig Kuntz](#)
To: [Susan Bourgeois](#); [David Allison](#)
Date: Wednesday, November 6, 2024 12:39:51 PM

Dear Members of the Cordova City Council,

I hope this letter finds you well. I am writing to express my strong support for the Cordova Iceworm Swim Team and to highlight the vital benefits this program offers to our children and our community as a whole.

The Cordova Iceworm Swim Team provides much more than just an opportunity for our youth to learn how to swim. It fosters a sense of community, encourages teamwork, and instills life skills that are invaluable beyond the pool. Participation in sports has been shown to enhance young people's academic performance. Students involved in athletics, such as swimming, often demonstrate better focus, discipline, and time management skills, which translate into improved performance in their studies. The Iceworm Swim Team is no exception; teachers have reported that their student's participation has contributed to significant improvements in their grades and overall school engagement.

Moreover, the program thrives thanks to the dedication of our volunteers. Parents, community members, and former swimmers come together to coach, mentor, and support our kids. This volunteer network not only reduces operational costs but also enriches the lives of our youth by providing positive role models. These individuals invest their time and energy to ensure the Iceworm Swim Team is a safe, fun, and supportive environment, encouraging our kids to grow both as athletes and as individuals. The strong sense of community fostered by this program can't be overstated.

The Iceworm Swim Team engages in numerous fundraisers throughout the year to help keep costs down for participants. There are also generous donors in the community who contribute financially to the team. The Iceworm Swim Team has purchased numerous things that benefit not only the team but also the other pool users. The list includes daily use items such as kick boards, pull buoys, toys, touch pads, clocks, timers, and paying 3000 dollars for lane lines. The team always pays rent for the local swim meets and always cleans up after themselves. Lastly, the State of Alaska swimming rules do not require staff lifeguards to be present during swim practice. There is not a cost to the City for staffing the pool during swim team hours. The coaches are qualified to act in this capacity and covered under USA Swimming.

I am deeply concerned about the proposed fee increases for the swim team, as they would pose a significant barrier to participation for many families within our community. Swimming is an important life skill that promotes safety and health, and access to this program should not be limited based on socioeconomic status. Increasing fees could lead to decreased enrollment and, consequently, diminish the program's ability to thrive and support our youth. We should strive to ensure that all children have the opportunity to participate, regardless of their financial circumstances.

Therefore, I urge the City Council to reconsider the proposed fee increases and explore alternative funding solutions that do not compromise the accessibility of this valuable program. Rather than placing an additional financial burden on families, let's work together to find ways to sustain and enhance the Cordova Iceworm Swim Team, allowing it to continue making a profound difference in the lives of our children.

Thank you for considering my perspective on this important matter. I am confident that, together, we can ensure that our community continues to support programs that cultivate healthy, engaged, and successful young people.

Thank you

From: [David Allison](#)
To: [Susan Bourgeois](#)
Subject: Fw: New Fees for Iceworm Swim Team
Date: Thursday, November 7, 2024 5:42:27 AM

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
(907) 424-6200 City
(907) 831-6791 Cell
mayor@cityofcordova.net

From: Samantha S Renner <samanthal_15@hotmail.com>
Sent: Wednesday, November 6, 2024 11:21 AM
To: David Allison <mayor@cityofcordova.net>; Ken Jones <councilseatg@cityofcordova.net>; Tom Bailer <CouncilSeatA@cityofcordova.net>; Cathy Sherman <councilseatb@cityofcordova.net>; Kasey Kinsman <councilseatc@cityofcordova.net>; Wendy Ranney <councilseatd@cityofcordova.net>; David Zastrow <councilseate@cityofcordova.net>; Kristin Carpenter <councilseatf@cityofcordova.net>
Subject: New Fees for Iceworm Swim Team

Dear Cordova City Council Members,

I am writing to express my concerns regarding the recent \$15,000 fee imposed on our local swim team for using the community pool. As a lifelong resident of Cordova and someone who learned to swim in this very pool, I understand deeply how vital this facility is for promoting water safety, health, and a sense of community—especially here in rural Alaska, where opportunities for activities can be limited during the long, dark winter months.

The swimming pool was built with a commitment to water safety and youth development, which is being achieved by introducing hundreds of local children to swimming. I am proud to say that both of my own children learned to swim here, gaining skills that are essential in a water-based community like ours. Our swim team is the largest of any youth sports organization in Cordova, providing a supportive environment that promotes both physical health and mental resilience, which is crucial in an area where wintertime activities can be few and far between.

I am particularly concerned that this last minute, unexpected fee will prevent our swim season from beginning on time, and a sudden increase in costs could discourage many families from enrolling their children in this essential program. In our community, volunteers help keep sports programs affordable. An increase in fees would disrupt this balance, making it harder for families to access this invaluable program and impacting children's well-being by limiting their opportunities for physical activity and social engagement.

I respectfully request that the city work collaboratively with the swim team to find a solution

that would allow them more time to plan, fundraise, or adjust to this fee. Each swimmer already holds a pool membership and is paying approximately \$500 per person to participate in swim team. With this additional fee it could potentially double those fees for each child. The fees to run and maintain the pool remain the same regardless of whether the swim team uses it or not, so if they are unable to pay this new fee, the only ones who truly suffer are the children who rely on this program. While I understand that pink salmon harvest was low so the city received less fish tax, please remember many of these families fish and they also didn't make a dime on pink salmon.

Sports and community activities are not just a luxury but a necessity for our youth in rural Alaska. They play a critical role in children's mental and physical health and foster a strong sense of community. I hope the council will consider the unique needs of our area and work with us to ensure that all children in Cordova have the chance to thrive and grow through programs like our swim team.

Thank you for your time and consideration of this matter, and for all you do to support our community. I look forward to a positive resolution that keeps the pool accessible for our swim team and the children it serves.

Thank you for your time,

Samantha Renner

From: [Julie Reynolds](#)
To: [David Allison](#); [Susan Bourgeois](#)
Subject: In support of Cordova Iceworm Swim Team
Date: Wednesday, November 6, 2024 1:11:32 PM

To Cordova City Council members,

I am writing in support of the Cordova Iceworm Swim team to reduce or eliminate the proposed \$250 rental fee.

Swimmers already pay the City \$116 for a Pool Membership, which I imagine will go up this year. Plus we pay an annual \$90 USA Swim membership, and \$50 monthly dues (depending on age and number of participants/family) for a total cost of \$506 yearly. To add another \$250 to rent the facility when we are already members of the pool is double dipping.

It should also be pointed out that Cordova Iceworm Swim Team is a non-profit, volunteer-run organization. Our coaches don't get paid. Our swimmers participate in multiple fundraisers. We pay for our own insurance and provide our own lifeguards. Cordova Iceworm Swim Team is an extremely positive club activity for kids 6-18 years old that improves swimming skills, fosters team camaraderie, and helps students focus in school when they spend so much energy swimming at 6:30 am.

Adding a rental fee on top of our City Pool membership dues will price out many families from this fast growing club full of devoted and talented young swimmers. Please consider other means to reduce the City's deficit such as reducing the temp of the pool during swim team practice and lap swim and covering the pool to retain heat loss.

Thank you for your time and attention,
Julie Reynolds, mother of CIST swimmers since 2016

November 6, 2024

City of Cordova
David Allison, Mayor
City Council Members

RE: Bob Korn Swimming Pool

Dear Mr. Mayor and City Council Members,

We are writing with great concern for the swimming pool increasing costs to be placed on the Ice Worm Swim Club and the community users for the upcoming season(s).

We had a call from our son this morning that the increase is close to double from last year. This is totally unacceptable. The city knew of the cost of repairing/replacing the swim pool at the time the bid(s) went out and then came back. Why wasn't the community informed of this cost and that the city would be placing the burden of the repairs on the users of the pool.

If the increase had been known to the community it could have initiated fund raising activities to offset the costs to the users. There are many low income families in the community who participate in swimming. These increases will mean that many families will not be able to let their boys or girls participate in a much needed activity. With the city of Cordova surrounded by water this is a very important skill that all citizens should have access to.

The fishing community of Cordova had a devastating season and many people are strapped for monies just to survive the winter. Most people do not have alternative income resources especially going into winter. With the large increase in property taxes, moorage and various other city services this year this is just another bill that can't or will be hard to pay. This also affects local businesses since there will be less buying power by the local people. We're not sure what the answer to this city problem is but deferring these costs to the community until the spring/summer fishing season is an alternative. Also allowing the community to do fund raising for the next 3 to 4 months before the increased fees are due is possible as well.

We appreciate your time and consideration in this matter.

Respectfully submitted,

Gerald Thorne
Sue Thorne

907-632-0905

907-632-0910

Email: suethorneak@yahoo.com

Dear Cordova City Council-

Having lived in rural Alaska for 20 years, I was excited when we moved to Cordova in 2013 to have access to a pool again. I loved taking my baby to the pool. She had been terrified of water from her very first bath. With time, she became more confident. Now as she competes for the Cordova Iceworm Swim Team, she flies off the blocks powerfully and swiftly moves through the water; it's hard for people to remember that she was once a "clinger".

Our family is highly invested in Iceworms and like many families, we work hard to support the program. Iceworms became part of our Cordova life when my daughter, who primarily identifies as a runner, was diagnosed with a skeletal condition that could affect her future as a runner and was causing her considerable pain. Swimming provided an opportunity for her to push herself athletically, try something new and hard, and pursue competition without aggravating her condition. She was immediately hooked. The more she works, the more she achieves, and the harder she wants to work. Access to a variety of sports helps kids learn these life lessons. While she has never had trouble focusing on schoolwork, her teacher that first year told me she arrived at school more emotionally centered. Both our children now swim, I serve as a coach (volunteer, as are all the coaches), I am a volunteer lifeguard for the program, and I serve as a volunteer swim official even at meets to which we travel. My husband is also a volunteer swim official.

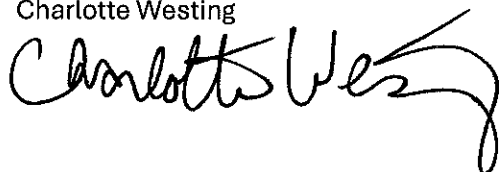
From the time the pool the first built, the goal has been to promote water safety and proficiency in a community that is inextricably linked to the water. The priority of the pool has always been to get kids in the water, and it should remain so. School swim is the highest use of the pool with all elementary aged students participating. The second highest use of the pool is the Iceworms which has been around so long that former Iceworm swimmers have children enrolled in the program which now has 60-80 swimmers each year. Every swimmer currently buys a pool membership to support the pool in addition to the fees it takes to pay for meet entries, coach travel, pool rentals for meets, and equipment. Our fees are a lot for some families, but relative to "for profit" programs, they are reasonable and keep swim team accessible to all kids, not just those from affluent families. The dramatic increase in fees will price swimmers out of the program and distribute fixed costs among the fewer swimmers that remain.

Access to youth programs has a documented positive impact on the mental health of children. Our children felt an impact from losing the ability to train for 2 months as the pool was repaired. Our middle school swim team spent the bulk of the season in "dry land" training and was able to compete in only one meet after only two weeks of time in an actual pool. Now they are facing an uncertain start to the club swim season. Changes to the fee structure should have surfaced months ago, rather than less than a week before the start of the season. I understand these are trying times financially for many, including the city. With more time, fundraising could occur, and grants could have been applied for.

I encourage you to consider measures to reduce the cost of the pool such as using a cover and reducing the water temperature. If passing costs to the swim team must occur, I encourage a more gradual increase in fees as the current proposal doubles the current cost to swimmers if participation remains at current levels. It will increase by more if there are fewer members to absorb these costs.

Thanks for your consideration,

Charlotte Westing



From: [David Allison](#)
To: [Susan Bourgeois](#)
Subject: Fw: Iceworms Swimming
Date: Thursday, November 7, 2024 5:40:44 AM

Council

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
(907) 424-6200 City
(907) 831-6791 Cell
mayor@cityofcordova.net

From: bwild907@yahoo.com <bwild907@yahoo.com>
Sent: Wednesday, November 6, 2024 8:46 AM
To: David Allison <mayor@cityofcordova.net>
Subject: Iceworms Swimming

Hello,

I would like to voice my support for the swim team program, as my son Rowan gets a lot out of the experience.

The proposal for increased fees, almost doubling the cost for each participant propose a risk of pricing out kids, especially those with more than one in the program. I understand the need for revenue, however, I think it's important to look at what the Iceworm program brings to the town. Not only water safety education, but teamwork, competition, discipline, and healthy exercise for the swimmers.

The coaches and parents fundraise and volunteer their time which also has a value attached. I urge the council to consider that having users of our pool facility is important, and if you price people out of using the pool, the cost will be spread among even fewer, risking pricing out even more. If you squeeze the program too tight, it will go away, and the city will lose the revenues and benefits the Iceworms bring to the city.

I appreciate your consideration on this matter and urge you to get these kids in the pool as soon as possible. There has to be a middle ground and reasonable compromise to allow as many kids as possible to participate while still getting the city the money they are looking for in the budget.

Thank you,

Brian Wildrick

Iceworm parent and volunteer

[Sent from Yahoo Mail for iPhone](#)



P.O. Box 1484 Cordova, Alaska 99574

November 7, 2024

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

RE: Request for financial help

Dear Ms. Greenwood,

This letter is in response to your request on how the Cordova Iceworm Swim Team (CIST) nonprofit organization can help the City of Cordova (City) with its FY25 Budget (revenue and expenses) for the Bob Korn Memorial swimming pool.

CIST can continue its long-standing practice of requiring CIST swimmers to purchase an annual Park & Recreation Department Pool Pass to attend our early morning practices. This season, we anticipate approximately 80 swimmers to register in our program once the season begins.

CIST can reduce the City's financial burden of providing a lifeguard(s) while the CIST coaches and lifeguards are on the pool deck with the CIST swimmers. Our coaches are either trained lifeguards or are certified in swim safety for swim coaches, as required through USA Swimming and Alaska Swimming. Attached is a copy of the current Certificate of Liability Insurance with the City as a certificate holder.

CIST can assist with some energy saving procedures with the use of the pool cover. CIST can remove the cover each morning and reinstall as needed.

CIST can continue to complete our morning routine in checking the pool chemicals, temperature, and remove the automated pool filter. Additionally, CIST can make certain the pool deck, lobby and locker rooms are left clean and ready for the next user group.

CIST can continue to rent the pool for weekend swim meets in November, January, and March and as needed for team events in February and April that affect the pool schedule, outside of our practice time. These swim meets bring in teams from outside of Cordova which generates additional economic activity for the City.

If acceptable, we would like to start our 2024-25 swim season this Saturday, November 9, 2024 at 7-9 am. Please let me know at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Hanson".

Laura Hanson
CIST Board of Directors President
(907) 330-4202
cordovaiceworms@gmail.com

Cc: Mayor David Allison and City Council Members

Attachments

- 2024 Certificate of Liability Insurance for City of Cordova

From: [Christi Banks](#)
To: [David Allison](#); [Tom Bailer](#); [Cathy Sherman](#); [Kasey Kinsman](#); [Wendy Ranney](#); [David Zastrow](#); [Kristin Carpenter](#); [Ken Jones](#); [Susan Bourgeois](#)
Cc: executivedirector@cordovachamber.com; [Seaview Condo](#); tommysheridan@ymail.com; lisa@ctcak.coop
Subject: Chamber Funding Request
Date: Friday, November 8, 2024 12:26:57 PM

To the Mayor and City Council,

This letter is to request that the City Council reconsider the proposed funding cut for the Cordova Chamber of Commerce.

It goes without saying that Cordova's finances are in a precarious state after the disastrous fishing season. All our residents and businesses are going to be affected by cutbacks across the board. I respect there is no way around it and don't envy the position the City Council is in as decision-makers. It is a heavy responsibility to bear. Thank you for your willingness to serve during this challenging time.

While it makes financial sense to cut funding to non-profit organizations in general to preserve vital services, the drastic reduction proposal to the Chamber has the potential to decrease City revenues further, at a time when maximizing revenue sources matters the most. Not all non-profit organizations generate revenue or provide vital services, but the Chamber is in a distinctive position to generate increasing and long-lasting City revenue. Based on the data presented by the Chamber, City contributions yield a 2:1 return on investment.

City Council has seen all the work the Chamber does, and hopefully Council agrees that the work is impressive for two full-time and one part-time employees. Cutting funding to the Chamber means the Chamber will be forced to decrease efforts. This directly results in decreased revenue for the City.

For example, I envision the first cut to be to community events. While events seem obscure enough, they bring people from outside Cordova and encourage spending, which benefits the City through sales tax. Cutting events means losing that sales tax revenue. This is strictly the financial impact of events and doesn't consider quality of life for residents. Residents who feel the decrease in quality of life are more likely to leave Cordova. Out-migration is the death of a community as it brings further decreasing revenues.

Further, the Chamber's intensive efforts to generate tourism revenue has been successful year over year. While some residents prefer to avoid it, tourism will happen whether we like it or

not. Cordova is in the unique position to be ahead of tourism so we can decide what it looks like and how to maximize revenue from it while maintaining the quality of life we all desire. If the Chamber is going to continue to be successful in these efforts moving forward, it needs to be funded. Reduced funding from the City means we go backward in tourism income. It would be damaging for Cordova to lose the forward momentum and increased opportunities to bring in tourism dollars.

There are so many more reasons for the City to continue funding the Chamber at, or as close to, previous funding levels. Too many to mention in a single letter. I encourage Council to revisit the previous meetings where the Chamber Executive Director presented comprehensive outlines of all Chamber projects that the City benefits from before making a final decision regarding this funding cut.

Thank you for your time and consideration,

Christi Banks

Owner F/V Jamm'n Salm'n

Chamber Board Secretary

From: [Osa Arnold Schultz](#)
To: [David Allison](#); [Tom Bailer](#); [Cathy Sherman](#); [Kasey Kinsman](#); [Wendy Ranney](#); [David Zastrow](#); [Kristin Carpenter](#); [Ken Jones](#); [Susan Bourgeois](#)
Cc: executivedirector@cordovachamber.com; [Seaview Condo](#); tommysheridan@ymail.com; lisa@ctcak.coop; [Christi Banks](#)
Subject: Re: Chamber of Commerce Grant
Date: Friday, November 8, 2024 4:21:40 PM

November 8, 2024

To Mayor Allison, Cordova City Council and City Clerk

Re: Funding for the Cordova Chamber of Commerce

While we do understand that cuts need to be made, the reduction you are currently proposing for the Cordova Chamber grant would significantly reduce our ability to fund the programs and events that the chamber has successfully produced for the last decade.

Our Board of Directors will continue to do its best to focus our efforts on our most significant programs. We will maintain our local business support assistance and continue as much as possible to attract visitors in the various areas, including marketing & encouraging convention events. And we will continue to look for ways to diversify our fundraising to support as many of our other programs as possible. However, such a drastic cut (as currently proposed) to our budget would ultimately reduce our effectiveness and result in our inability to produce some of our favorite traditional community events.

As you continue your deliberations on Cordova's 2025 budget, I wish to encourage you to evaluate funding the local entities proportionally where you can, by recognizing where dollars invested stimulate returning revenues.

We have been, and wish to continue to be a productive partner of the City of Cordova. Consider the many ways the chamber supports and contributes to our local economy; our continued collaboration is extremely important in these lean years.

Thank you for your past support and the generous commitment of your time to provide for Cordova's future.

Osa Arnold-Schultz
Chamber Board President
Owner: Pet Projects Unlimited 35yr
Seaview Condo 27yr
Mobile Grid Trailers, Inc. 39yr

From: [Cathy Renfeldt](mailto:Cathy.Renfeldt@alaska.gov)
To: dot.amhs.comments@alaska.gov
Cc: [Rep. Louise Stutes](#); [David Allison](#); [Susan Bourgeois](#); danaya.hoover@eyak-nsn.gov; [Cooper, Erin -FS](#); [Katrina Hoffman](#); lisa@ctcak.coop; [Natasha Casciano](#); [Seaview Condo](#); nellyhnd@gmail.com; [Christi Banks](#); tommysheridan@ymail.com; [Emily Anderson](#); lstavig@cordovaelectric.com; [Nattilee Kinsman](#); [LCDR Ryan Foust](#)
Subject: Comments on Summer 2024 AMHS Schedule
Date: Tuesday, November 12, 2024 1:51:19 PM
Attachments: [Outlook-tvo5ufz0.png](#)
Importance: High

Dear Commissioner Anderson,

I am writing to you on behalf of the Cordova Chamber of Commerce, a nonprofit membership organization in Cordova, Alaska representing a broad cross-section of businesses and organizations in Cordova. As the voice of the business community, I am writing to provide feedback on the draft Summer 2025 schedule for the Alaska Marine Highway System (AMHS).

AMHS is essential for our community's connectivity, economic vitality, and quality of life, as Cordova depends on AMHS ferries and air service to fulfill our transportation needs. Given the critical role of AMHS service to our community, **I strongly urge that Cordova receive equal ferry sailings to Valdez, which has alternate access via the state's surface highway network.**

In reviewing the draft schedule, I am concerned to see that Valdez is slated for five ferry visits per week while Cordova is scheduled for only four. This discrepancy disadvantages Cordova residents, fishermen, mariculture operators, and other businesses who rely on consistent ferry service for transporting supplies, accessing medical care and equipment maintenance, supporting tourism, and connecting with markets in Anchorage and beyond. Reducing ferry access relative to other locations places undue strain on Cordova's economy and community life, exacerbating the logistical and financial challenges of our remote location.

Unlike Valdez, Cordova has no highway connections. The ferry is our primary means of receiving goods and services, as well as a critical link for families, students, and business owners. The proposed schedule, with fewer sailings to Cordova than to Valdez, does not reflect the importance of AMHS to Cordova as a sole transportation lifeline. Increasing the frequency of Cordova's service to match or exceed Valdez's would allow our community equitable access and address the heightened dependency we have on AMHS due to our unique geographic constraints.

Additionally, Cordova hosts several cultural and seasonal events, such as the Copper River Salmon Jam and the Cordova Fungus Festival, which attract visitors and stimulate our local economy. Increased ferry service to Cordova during these times would enhance accessibility for residents and visitors alike, supporting Cordova's seasonal

economic activities and contributing to the region’s tourism development.

Thank you for considering these critical points as you review the Summer 2025 AMHS schedule. Equitable service for Cordova is essential to meeting the state’s commitment to providing reliable transportation for all Alaskans, regardless of their location’s highway access. I am hopeful that the AMHS schedule will reflect this commitment by ensuring that Cordova receives at least as many ferry sailings as Valdez, in recognition of our complete reliance on AMHS for transportation.

Sincerely,

Cathy Renfeldt (she/her)

Executive Director

Cordova Chamber of Commerce

907.424.7260 | cordovachamber.com

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



THE WORLD'S RICHEST WATERS

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From: [David Allison](#)
To: [Susan Bourgeois](#)
Subject: Fw: Kelly Easement request on ski hill
Date: Tuesday, November 12, 2024 1:12:15 PM

For Council and Manager...
Please put in Correspondence fir 11/20 regular meeting...

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
[\(907\) 424-6200](tel:(907)424-6200) City
[\(907\) 831-6791](tel:(907)831-6791) Cell
mayor@cityofcordova.net

From: Paul Kelly <paulkellyak@gmail.com>
Sent: Monday, November 11, 2024 8:52 PM
To: David Allison <mayor@cityofcordova.net>; Lilyhorn, Savannah A (DNR) <savannah.lilyhorn@alaska.gov>
Subject: Kelly Easement request on ski hill

Mayor Allison,

Please share this with council members and have it placed in the packet for the Nov 20 Council meeting, thank you.

Approximately a year ago Linda and I applied to the State of Alaska for an easement to our lots on the ski hill that directly boarder the States land. The State asked for comments recently and the City staff responded by sending a three page protest in opposition of granting this request. I hope all of you have read these comments carefully, especially the closing statement. No other comments were filed.

We are requesting the Mayor and City Council direct staff to have their comments rescinded for the following reasons.

Comments like these are extremely detrimental to housing development and investing in Cordova.

The area we have requested to bury utilities and water is within mere feet of our shared property line with the States land. Running utilities from any other location would make no sense, be extremely expensive and cause us to dig up a south facing mountainside that does not have to be damaged at all. It can remain completely in tact as a green area.

The act of digging in utilities will naturally make a driveway type access to our building site very near the ski hill parking lot. We will need access for safely hauling in fill, concrete and building materials. Digging in a driveway from below would be a very steep approach, too steep and too dangerous for heavy loads to travel.

Staffs protests mention parking and maintenance and dangers to workers etc. We have not asked to use any part of or to encumber the ski hill parking area, we will have our own parking on our own property. In fact we have offered to excavate the area to “increase” parking on the upper level for skiers in exchange for the excavated rock.

The snow dump area depicted in staffs protest is not a snow dump area, it is the hill incline. The parking area and the snow dump is actually in the rest of blue squared off area. The ski hill staff does the snow plowing and the area is plowed most all the time for visitors sledding or hiking or meetings and work in the snack shack etc. No crew would ever be in danger of any kind caused by us having a house on our own land.

In a typical year the ski hill is open approximately 30-40 days for 3-4 hours per day. That time represents 1.5% of the hours in a year there is any activity to speak of at all in the requested easement area.

We have offered to build a property that is skier friendly and a driveway will allow a smooth trail for the public to walk up the incline to enjoy the view as they have been doing for years. We also offered to build a boardwalk lookout station and invite skiers and tourist to enjoy our property with us.

Safety would be much improved in this area. As it stands now the public accesses our private land on a very poor slippery trail through the brush and slippery rocks on State land where slips and falls and injuries can easily transpire. A driveway would be much safer for all, be much better for the community and tourists.

We have no plans to subdivide or make a subdivision of any kind out of these lots. We foresee no circumstance where we would allow others to use our easement to access other lots. And after looking at maps of the area we see no other place where other people would be asking for access easements. The water tank and buildings are in the way.

In staffs closing arguments they speak of there being no need for the State to grant us an easement on the top edge of our property because an easement from the platted F Street below allows access to all of our lots and all we have to do is spend half a million dollars or more to build F St at no cost to the city.

F Street only exists in concept. There is a 25’ cliff that drops off sharply to Ski Hill Road. It looks to me like it would have to be blasted away for access, then it looks like F Street is a wetlands area and if that wasn’t enough all utilities, water, sewer, power, coms would have to be dug in then run straight up the hill digging up the mountainside, to finally arrive at our building site that literally connects on a zero lot line to the States land where we have requested an easement, where all utilities are just feet away!

It is not appropriate for staff to be demanding we building public streets if we want to access our property. Our request is between us and the land owner, on land that allows for multiple use easements.

If there is a second easement from the ski hill road that is needed for some reason it is the State who has the authority to address that and work with us to accomplish this request.

Our easement request is logical, reasonable and practical. It encumbers, harms or endangers

no one at anytime.

Again we respectfully request The Mayor and City Council direct staff to rescind their comments in opposition of our development / easement request.

Thank you,
Paul and Linda Kelly

Susan Bourgeois

From: natasha@cordovagear.com
Sent: Wednesday, November 13, 2024 8:10 AM
To: Susan Bourgeois
Subject: City Council Budget letter please include in packet

Dear Cordova City Council,

Thank you for the time and effort you volunteer to help our community, your efforts are very much appreciated and needed.

As a Chamber of Commerce Board member, a community member and a business owner, following what happens within our community is important to me, my family and my coworkers.

The Cordova Chamber does a lot to create a better quality of life in Cordova. The upcoming Christmas Tree Lighting is always a community favorite and an important celebration during the dark days of December. The Chamber assists promotion of the Iceworm Festival, another winter festival that helps with the quality of life and enjoyment of a unique community, Shorebird Festival, 4th of July Celebration, Salmon Jam and Fungus Festival. All of these celebrations take effort, planning, time and money.

As a member and a board member of the Chamber, discussions about how we can improve the economy, help small businesses become more successful through training opportunities, improve quality of life are all topics I am involved in and familiar with and are beneficial. There is one discussion that baffles me, and seems to make little sense. Many conversations have occurred, but nothing has changed in regard to the growing Cruise Ship visits. Sales in small businesses from this industry are very small, so sales tax gained is minimal. Cordova has an infrastructure that we are struggling to maintain and improve and don't have enough money to save for future possibly catastrophic repairs and upgrades. At the same time the \$2.50 head tax that goes to the harbor fund remains at \$2.50.

The cruise industry is selling Cordova visits as a "product" that they make a profit on, Cordova should also be able to make some money on that "product". The city staff, Chamber staff and small businesses all spend a great deal of effort to welcome these visitors to the community and that costs us time and money. Why not take a much closer look at this opportunity to bring in some money from this outside industry? Other ports around Alaska have been and are adding to the head tax to do projects, maintain existing infrastructure and gain much needed dollars. This is an obvious way to increase some funds and to have those funds grow as the worldwide cruise industry grows and Cordova becomes even more in demand. Alaskan Cruise tours are being advertised all over the world and the industry is growing. Right now the smaller ships visit Cordova and the price for the cruises are not inexpensive. The cruise companies can build in the extra cost into the ticket price and will not suffer. If we as a Community do nothing to raise the amount we receive from this industry, we will continue to spend more and more money through staff time, infrastructure use, maintenance and repair while the "product" sold creates a profit that the community does not benefit from.

Please consider this as a possibility for making a small change in how Cordova can gain some outside dollars.

Sincerely,
Natasha

Natasha Casciano
Cordova Gear
P.O. Box 584

Cordova, Alaska. 99574

Natasha direct 907-429-5590

Store 907.424.5590

[Www.cordovagear.com](http://www.cordovagear.com)

[Www.alaskaadventureshop.com](http://www.alaskaadventureshop.com)

Support the Cordova Trail and Covered Spaces Project by donating today at :

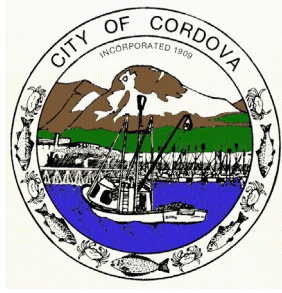
<https://visitcordovaalaska.org/cordovacoveredoutdoorspacesproject.html>

From: [Dorne Hawxhurst](#)
To: [Susan Bourgeois](#)
Subject: Comments for Council Packet Regarding Property Tax Exemption Proposals
Date: Wednesday, November 13, 2024 9:43:22 AM

Jeff Guard and I oppose the proposed new property tax exemptions for the following reasons:

1. New construction increases the community's cost of infrastructure, schools, utilities, and roads. The proposed new exemptions place that new cost burden on existing properties. This is inequitable.
2. A significant percentage of property in Cordova is already exempt. Schools are exempt; churches are exempt; federal, state, and local government properties are exempt. Adding still more exempt properties to the tax roll is not in Cordova's best interest.
3. The short-term and long-term outlook for revenue in Cordova is not good. Revenues are declining and this is not the right time to add more tax exemptions into the mix.

Thank you for your consideration,
Dorne Hawxhurst and Jeff Guard



AGENDA ITEM # 15
Regular Meeting Date: 11/20/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 11/13/24
ITEM: Ordinance 1223 – Economic Development Property Tax Exemptions (EDE) - forms
NEXT STEP: Roll Call Vote adopts the ordinance on second reading

ORDINANCE RESOLUTION
 MOTION INFORMATION

I. REQUEST OR ISSUE: adoption of Ordinance 1223

II. RECOMMENDED ACTION: Motion/second to adopt, then roll call vote to adopt Ordinance 1223, 4 yes votes required for adoption.

III. BACKGROUND: City Council has conducted many work sessions with the City Attorneys and staff in order to rewrite code concerning the economic development property tax exemption. The goal was to create a more useful economic development exemption code which would in turn hopefully ease Cordova’s housing issue, and eventually spread out the property tax base. Ordinance 1223 was introduced at the Nov. 6, 2024, regular meeting and one portion of the application required a council decision between 2 options for the *Single-Family Residential* EDE. Council amended the ordinance by amending Exhibit A, the EDE application, to choose that the *Single-Family Residential* EDE is for 8 years on the first \$150,000 of assessed value.

Staff discussed another change with the City Attorney and opted to remove the requirement for notarized applications and instead there is a signed certification now in 2 places in exhibit A.

Following this explanatory memo is a memo from Attorney Jes Spuhler.

IV. LEGAL ISSUES: City Attorney has written and reviewed the ordinance. She has determined that the amendment made on Nov. 6 does not constitute a substantial change to the ordinance; therefore, second reading and final adoption tonight are appropriate.

MEMORANDUM

**TO: CORDOVA CITY COUNCIL
CORDOVA CITY MANAGER
CORDOVA CITY CLERK**

**FROM: JESSICA J. SPUHLER
HOLLY C. WELLS**

**RE: ORDINANCE 1223: AN ORDINANCE OF THE COUNCIL OF THE CITY
OF CORDOVA, ALASKA, ESTABLISHING ECONOMIC
DEVELOPMENT PROPERTY TAX EXEMPTIONS RELATED TO
COMMERCIAL AND RESIDENTIAL DEVELOPMENT IN THE CITY AND
SETTING FORTH CRITERIA FOR SUCH EXEMPTIONS IN A
STANDARDIZED APPLICATION FORM.**

CLIENT: CITY OF CORDOVA

FILE NO.: 401777.291

DATE: OCTOBER 31, 2024

On August 7, 2024, the City of Cordova City Council (“Council”) passed Ordinance 1217, adopting new Chapters 5.06 and 5.07 of the Cordova Municipal Code (“CMC”), establishing property tax exemptions and deferrals, as well as exemption application processes. Before and after passage of Ordinance 1217, the Council has held multiple work sessions identifying the scope and criteria to be associated with an economic development property tax exemption (“EDE”).

Council has determined that development of all forms of housing: single family, multifamily, and affordable housing, should be incentivized through the EDE. Additionally, commercial development, particularly mixed-use development, should also be targeted by the EDE. Finally, the rehabilitation of aged and blighted properties should also be eligible for exemption.

Ordinance 1223 adopts a standard application form to be used by the City to offer and assess eligibility for six EDE categories: 1) Single Family Residential; 2) Affordable Housing; 3) Multifamily Residential; 4) Mixed-Use Development; 5) Commercial Development; and 6) Rehabilitation. The criteria of each category are the product of discussion and general direction by Council, but should be the subject of further consideration upon introduction.

Council has spent time discussing moral hazards and unintended consequences that may be associated with the offering of these exemptions. In order to guard against certain concerns of Council:

- 1) All exemptions speak only to the exemption of value assessed on improvements; none provides an exemption associated with the value of raw land in Cordova.
- 2) None of the exemptions transfer with the sale of the property.
- 3) All exemptions require that developers utilize inspections per the Codes adopted by the State Fire Marshal pertaining to commercial and residential building, at the developer's cost.

EDE will be applied for per the process now outlined in CMC 5.06.020. An "Annual Report" which will also be adopted with the Application and is attached to the Ordinance as part of Exhibit A. The page entitled "City Assessor's Use Only" is meant to collect information to inform the City's future use or amendment of the EDE.

This particular EDE Application sunsets after three years, per the terms of Ordinance 1223, per the recommendation of Council and City Administration, to ensure that the City continues to consider and reevaluate the needs of the City of Cordova and target EDE criteria appropriately and effectively.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1223**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA ESTABLISHING ECONOMIC DEVELOPMENT PROPERTY TAX EXEMPTIONS RELATED TO COMMERCIAL AND RESIDENTIAL DEVELOPMENT IN THE CITY AND SETTING FORTH CRITERIA FOR SUCH EXEMPTIONS IN A STANDARDIZED APPLICATION FORM.

WHEREAS, the City of Cordova recently amended its Cordova Municipal Code Title 5 “Revenue and Finance” provisions to address changes to its property and sales tax regimes; and

WHEREAS, the City adopted a revised Section 5.07.060 reflecting recent legislative changes to the State’s economic development exemption, found at AS 29.45.050; and

WHEREAS, City Council has met in multiple work sessions to discuss the parameters of appropriate economic development exemptions within the definitions provided by state statute, focusing on economic development exemption criteria incentivizing the development and redevelopment of housing within the City of Cordova.

NOW, THEREFORE, be it ordained by the Council of the City of Cordova, Alaska,

Section 1. The City Council approves as to form and substance the Economic Development Exemption Application attached as Exhibit A to this ordinance, setting forth the City of Cordova’s economic development criteria as required by statute.

Section 2. Effective Date. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient or, if any such petition is found legal and sufficient, until the ordinance is approved in an election by a majority of the qualified voters, voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect thirty (30) days after its passage and publication. 2025 shall be the first year for which applicants may seek exemptions under CMC 5.07.060.

Section 3. Sunset Provision. The Economic Development Exemption Application is repealed on December 31, 2027, unless extended beyond that date by Ordinance.

1st reading: November 6, 2024.

2nd reading and public hearing: November 20, 2024.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

EXHIBIT A

**CITY OF CORDOVA, ALASKA
ECONOMIC DEVELOPMENT PROPERTY
TAX EXEMPTION APPLICATION**

File two originals of this Application for any and each property for which you are seeking an economic development property tax exemption or deferral. The Application must be filed with the City Clerk no later than January 15 of the year the exemption is desired to take effect.

GUIDELINES AND CRITERIA FOR ECONOMIC DEVELOPMENT PROPERTY TAX EXEMPTIONS

GENERAL INFORMATION

The State of Alaska revised the definition of economic development under Title 29 of the Alaska Statutes in 2022. Previously, the economic development exemption was limited to certain specific criteria related to businesses and their economic impact. The revised statute expanded local government's ability to legislate at the local level the scope and criteria of economic development exemptions enacted by local ordinance.

The Cordova City Council met multiple times in 2023 and 2024 to identify the economic development criteria set forth in this application, which has been adopted by ordinance, pursuant to the requirements of AS 29.45.050(m). City Council ultimately determined that this application would include economic development criteria associated with the development and redevelopment of real property in Cordova, primarily to incentivize much needed additional housing for residents.

This Application sunsets on December 31, 2027, requiring the Cordova City Council to at that time either adopt the same criteria by ordinance or identify new criteria to address community needs for economic development.

REFERENCES

CMC 5.06.020 Applications – Initial Review:

- A. Applications for exemptions and deferrals must be submitted by January 15 of the year in which they are sought, unless a different application deadline is specified in Chapter 5.07 of this code. The City will not consider the granting of any tax exemption or deferral under Chapter 5.07 until the applicant submits a full and complete application and provides such additional information as may be requested by the City Clerk, assessor, and City Council. The assessor may make an independent investigation of the application or property in making a determination under this section. The City Clerk shall notify the applicant, in writing, of the City Clerk's completeness determination on the application for exemption.
- B. The City Clerk may prepare a standard application form that upon completion will provide adequate and sufficient information to determine whether any tax exemption or deferral should be granted. The accuracy of the information provided in the application must be verified by oath of the applicant or an authorized officer of the applicant.
- C. If the applicant fails or refuses to provide information required or requested by the City within the time period established by the City, the exemption shall be denied.
- D. An applicant delinquent in the registration for, filing of a return, or payment of, any City property or sales tax, City special assessment, or City utility bill may not be granted an exemption and/or deferral under this section.
- E. Any person requesting a tax exemption or deferral pursuant to this Chapter and Chapter 5.07 shall pay to the City an initial application fee which must be submitted at the same time the application form is submitted. Application fees shall be set forth in the City's fee schedule.
- F. If any person knowingly makes any false representations in any submission to the City related to an initial application for or review of a tax exemption or deferral under this Chapter or Chapter 5.07, that person shall be punishable by a fine as set forth in Chapter 1.28. Any misstatement of or error in fact may render an application null and void and may be cause for the revocation of any tax exemption or deferral adopted in reliance on such information.
- G. Exemptions claimed under Section 5.07.010 are governed by the process and timeline mandated by the State as set forth in that section.

CMC 5.07.060 Economic Development Property Exemption

- A. The assessed value of property used for economic development, as defined in this Chapter, may be exempt from City property taxes or receive a deferral from City property taxes under the conditions listed in this section.
- B. "Property used for economic development" as used in this section, means that part of real or personal property, as determined by the assessor, that is being developed or redeveloped in a manner intended to result in an outcome that causes an increase in, or avoids a decrease of, economic activity, gross domestic product, or the City tax base in such a manner that City Council has determined an exemption or deferral from property tax is in the best interest of the Cordova community.
- C. Property used for economic development may be:
 1. Exempted from property taxes on up to one hundred percent of the assessed value of the property for a period determined by City Council and adopted by ordinance;
 2. Deferred from payment of taxes for a period determined by City Council and adopted by ordinance; or
 3. Deferred from payment of property taxes until substantial completion of construction if a property owner is in the process of developing or building property used for economic development but has not yet completed construction on such property.
- D. City Council shall approve the economic development exemption and deferral application form, and any substantive changes to that application, by ordinance. The application shall specify the specific types of land use that causes an increase in or avoids a decrease of economic activity, gross domestic product, or City tax base in such a manner that an exemption or deferral from property tax is in the best interest of the Cordova community. The application shall specify the terms and

conditions of an exemption or deferral. The approved application form and any changes to the form shall be published at least 30 days before taking effect. Except as otherwise provided in this section, an application under this section shall be processed in the same manner as all applications under this Chapter and Chapter 5.06.

- E. In addition to the application requirements and specifications adopted in the application itself or otherwise specified in this Chapter or Chapter 5.06, an applicant seeking a construction deferral must also submit a development plan to be approved by the city assessor. Upon construction of the economic development property satisfactory to the City, the City may change deferral under this subsection into an exemption which shall not exceed the remainder of the five-year period from the date the deferral was approved.
- F. If the property to be used for economic development is not developed or created within the time specified in the application, the City may immediately terminate the deferral and take any other action permitted by law including, but not limited to, collecting all property taxes accrued on the property during the construction deferral, collecting penalties and interest on the taxes owed from the date such taxes would have been due if no deferral had been granted, and attaching a tax lien to the property.

EXEMPTIONS

REQUIREMENTS

- 1) The economic development property tax exemptions outlined here apply only to improvements to real property. The exemptions do not apply to the value of land on which the development or redevelopment is to be located.
- 2) The exemptions under no circumstances transfer following sale of the real property for which an exemption has been granted.
- 3) All development that is granted an exemption per the terms set forth below and entails construction must be subject to inspection as required by the Codes adopted by the authority having jurisdiction (the State Fire Marshal) at the cost of the Applicant.

Single-Family Residential

The Single-Family Residential Exemption is an eight-year exemption from the property taxes owed on the first one hundred fifty thousand dollars of the assessed value of improvements for the construction of single-family homes to include standalone homes and townhomes. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

OR

~~The Single Family Residential Exemption is a five year exemption of 100 percent of the taxes owed on the assessed value of improvements for the construction of single family homes to include standalone homes and townhomes. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.~~

Affordable Housing

The Affordable Housing Exemption is an exemption of 100 percent of the property taxes owed on the assessed value of the improvements under the circumstances and for the durations detailed below. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

Maximum Eight-Year Exemption	Maximum Twelve-Year Exemption	Maximum Fifteen-Year Exemption
Multifamily housing of any kind (duplex, triplex, condominiums, apartments) offered for rent at market rates for duration of exemption. No requirement to establish below market rate rents.	Multifamily housing consisting of four units or more, with at least 25 percent of units offered for rent as affordable units for duration of exemption.	Multifamily housing consisting of four units or more, with at least 25 percent of units providing three bedrooms or more, offered for rent as affordable units for duration of exemption.

Multifamily Residential

The Multifamily Residential Exemption is an exemption of 100 percent of the property taxes owed on the assessed value of improvements under the circumstances and for the durations detailed below. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

Five-Year Exemption	Eight-Year Exemption	Twelve-Year Exemption
Construction of one or more duplexes or provision/installation of a new construction trailer home in an existing trailer home park. In either instance, the property must be some combination of owner-occupied, and/or offered on a	Construction of multifamily housing of fourplexes to eightplexes. Seventy-five percent of units must be owner-occupied or offered on a long-term rental basis (minimum 12-month lease) for the duration of the exemption.	Construction of multifamily housing in excess of eight units, to include condominiums and apartments. Seventy-five percent of units must be some combination of owner-occupied and offered on a long-term rental basis

long-term rental basis (minimum 12-month lease) for the duration of the exemption.		(minimum 12-month lease) for the duration of the exemption.
--	--	---

Mixed-Use Development

The Mixed-Use Development Exemption is an exemption of 100 percent of the property taxes owed on the assessed value of improvements for the construction of mixed-use development for a period of fifteen years. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

Commercial Development

The Commercial Development Exemption is an exemption of 100 percent of the property taxes owed on the assessed value of improvements for new commercial or industrial construction for a period of ten years. If granted, the exemption goes into effect upon substantial completion of the development for which the exemption is sought.

Rehabilitation

The Rehabilitation Exemption is an exemption of 100 percent of the property taxes owed on the assessed value of improvements to blighted commercial or residential properties. The exemption requires the redevelopment of a parcel, in the form of either significant upgrades or full replacement of existing blighted improvements. The Rehabilitation Exemption can be applied for prior to January 15 of the year in which construction is meant to encourage the redevelopment of blighted properties in the City. If the proposed development is not completed upon the timeline set forth in the Applicant’s application, the one-year exemption shall be revoked, and all taxes previously waived per the exemption will become due immediately.

DEFINITIONS

The following definitions pertain only for purposes of obtaining the property tax exemptions contained herein. They are not applicable to any land use or zoning determinations made by the city under the Cordova Municipal Code.

“Affordable Units”: Units offered at rent or sales prices associated with the U.S. Department of Housing and Urban Development’s “low income” designation (currently rent affordable for families earning **no more than** 80 percent of Area Median Income (“AMI”).

“Blighted Property”: Commercial or residential property that meets one of the following requirements: (1) within the last five years, has been the subject of an order by the City or other government agency requiring environmental remediation of the property or requiring the property to be vacated, condemned, or demolished by reason of noncompliance with laws, ordinances, or regulations; or (2) has a structure on it built more than 25 years ago.

“Commercial Construction”: Any non-residential development appropriate for commercially zoned areas within the City.

“Industrial Construction”: Any non-residential development appropriate for industrially zoned areas within the City.

“Mixed-Use Development”: Construction resulting in both residential and commercial spaces within the same development, and maintaining a commercial use at street level.

“Substantial Completion”: The point in time at which the property may be occupied for its intended purpose per final inspection.

PROCEDURES FOR ECONOMIC DEVELOPMENT PROPERTY TAX EXEMPTION

Any Applicant requesting an Economic Development Property Tax Exemption must first submit two (2) original applications with appropriate attachments to the City Clerk. Please submit your application to the following address:

City of Cordova
 PO Box 1210
 Cordova, Alaska 99574
 Attn: City Clerk

Upon submittal of the application, the City Clerk or designee shall review, and within ten (10) days of submission, notify the Applicant of any facial deficiencies.

OFFICIAL USE ONLY

Application #: _____

Date Received: _____

ECONOMIC DEVELOPMENT PROPERTY TAX EXEMPTION
Cordova Municipal Code Section 5.07.060

NOTICE: Application is to be filed with the City Clerk no later than January 15 of the year the exemption is desired to take effect.

SECTION 1 – APPLICANT NAME AND MAILING ADDRESS

Name of Applicant:

Type of Applicant: Individual Sole Proprietorship Partnership Corporation Other (explain)

Current Mailing Address:

Phone:

Email:

SECTION 2 – PROPERTY OWNER

Full Legal Name of the Owner of the Property:

Title:

Phone:

Email Address:

SECTION 3 – CONTACT PERSON

Contact Person for this Application:

Title:

Phone:

Email Address:

SECTION 4 – EXACT LOCATION FOR WHICH EXEMPTION IS SOUGHT

Legal description of property for which this application is filed:

Property Parcel Identification Number(s):

Street Address of this property

SECTION 5 – PLANNED CONSTRUCTION

Please describe the nature of the planned development at the Property, per the exemption guidelines above:

SECTION 6 – COMMENCEMENT OF CONSTRUCTION

Date you began, or will begin, construction at this location:

SECTION 7 – PLANNED COMPLETION

Date you plan to complete construction and/or qualify for a certificate of occupancy:

SECTION 8 – TYPE OF DEVELOPMENT

Type of Development: Condominiums/Townhomes Single-Family Home Mixed-Use Residential/Commercial
Commercial Rehabilitation

Units:

Description of improvements to real property for which exemption is requested:

SECTION 9 – LENGTH AND AMOUNT OF EXEMPTION

Note: Applicant may request an exemption for the term and amount described in detail above. All exemptions pertain to the assessed value of all qualifying improvements to real property – no exemption shall be granted for land. Length and amount of exemption approved is at the sole discretion of the Cordova City Council.

Exemption sought:

Total number of years that applicant requests exemption:

SECTION 10 – OTHER CONSIDERATIONS FOR EXEMPTION DETERMINATION

Amount of total capital investment in the development or redevelopment of the Property:

Commitment to local procurement and local hiring:

List any products or services that are critical to your business that are not available locally or regionally:

Commitment to increasing the availability of affordable housing:

SECTION 11 – RECORDS AND CERTIFICATES

All inspection records and certificates obtained for the development or redevelopment of the Property are described here, and provided by Applicant as Attachment 1 to this Application:

SECTION 12 – OCCUPANCY

All listings, leases, and occupancy reports showing how Applicant qualifies for exemptions requiring proof of occupancy shall be provided by Applicant as Attachment 2 to this Application.

CONTINUING PERFORMANCE:

EVIDENCE OF SATISFACTION OF ONGOING EXEMPTION CRITERIA SET FORTH IN THIS APPLICATION MUST BE PROVIDED IN THE ANNUAL REPORT FORM TO MAINTAIN THE PROPERTY TAX EXEMPTION. FAILURE TO DEMONSTRATE ONGOING SATISFCATION OF THE EXEMPTION CRITERIA ON AN ANNUAL BASIS WILL RESULT IN THE REVOCATION OF THE EXEMPTION AND ALL BACK TAXES FROM THE TIME OF QUALIFICATION COMING DUE AND PAYABLE.

DATE OF APPLICATION:

I hereby request the adoption of an ordinance granting an economic development property tax exemption on the above property. In addition to the information included herein (including attachments, if any), I agree to furnish such other information as the City Council, City Clerk, or the City Assessor may request in regard to the exemption requested herein. I hereby certify that the information stated in this economic development property tax exemption application is true, correct and complete to the best of my knowledge and belief, including any attached statements, schedules, etc. (If prepared by someone other than the Property Owner, the owner's declaration is based on all information of which he/she has any knowledge.)

Owner Name and Title:

Signature:

Type or Print Name:

Date:

PREPARER/AUTHORIZED AGENT – Name and Address:

Telephone:

E-mail:

Signature:

Type or Print Name:

Date:

~~State of Alaska~~

~~On this, the _____ day of _____, 20____, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.~~

~~In witness hereof, I hereunto set my hand and official seal.~~

Notary Public

(Stamp/Seal)

I CERTIFY: That the information I am supplying on and with this form is TRUE and CORRECT. I authorize the City of Cordova to obtain information necessary to verify my eligibility. If any person knowingly makes any false representations in any submission to the City related to an initial application for or review of a tax exemption or deferral under Chapter 5.07, that person shall be punishable by a fine as set forth in Chapter 1.28, of up to \$1,000/per fine, per day. Any misstatement of or error in fact may render an application null and void and may be cause for the revocation of any tax exemption or deferral adopted in reliance on such information.

Signature: _____ Date: _____

CITY ASSESSOR'S USE ONLY

Total revenue available to the city for the current fiscal year from ad valorem tax sources: \$

Revenue lost to the City for the current fiscal year by virtue of all economic development property tax exemptions previously granted: \$

Estimate of the revenue which would be lost to the City during the current fiscal year if the exemption applied for were granted and the property for which the exemption is requested would otherwise have been subject to taxation:
\$

Estimate of the taxable value lost to the City if the exemption applied for was granted:

Improvements to real property: \$

I have determined that the stated use of the Property listed above meets the definition, as defined by Cordova Municipal Code 5.07.060, of economic development, namely the development or redevelopment of real property intended to result in an outcome that causes an increase in, or avoids a decrease of, economic activity, gross domestic product, or the City tax base in such a manner that City Council has determined, per the guidelines set forth herein, that an exemption or deferral from property tax is in the best interest of the Cordova community. The exemption falls under the classification of:

Single-Family Residential _____ Affordable Housing _____ Multifamily Residential _____

Mixed-Use Development _____ Commercial Development _____ Rehabilitation _____

Last year for which exemption may be applied:

Signature, City Assessor:

Date:

**ECONOMIC DEVELOPMENT PROPERTY TAX
EXEMPTION
ANNUAL REPORT**

**FOR USE BY PARTIES RECEIVING ECONOMIC DEVELOPMENT
PROPERTY TAX
EXEMPTIONS GRANTED FROM THE
CITY OF CORDOVA, ALASKA**

The recipient of an economic development property tax exemption shall complete and submit this report to the City Clerk on or before January 15 of each year for which the exemption is in effect.

The recipient of an economic development property tax exemption shall complete and submit this report to the City Clerk on or before January 15 of each year for which the exemption is in effect.

Please submit both a hard copy and electronic copy to the following addresses:

City of Cordova
PO Box 1210
Cordova, Alaska 99574
Attn: City Clerk

cityclerk@cityofcordova.net

OFFICIAL USE ONLY

Report #: _____

Date Received: _____

FOR EXEMPTION PERIOD: January 1, _____ to December 31, _____

SECTION 1 – APPLICANT NAME AND MAILING ADDRESS

Name and Business Mailing Address:

Phone:

Email:

SECTION 2 – PROPERTY OWNER

Full Legal Name of the Property Owner:

Title:

Phone:

Email Address:

SECTION 3 – EXACT LOCATION OF PROPERTY

Legal description of property for which this application is filed:

Property Parcel Identification Number(s):

Street Address of this property:

SECTION 5 – REAL PROPERTY

Description of improvements to real property for which exemption was received:

Date of commencement of construction of improvements:

Date of completion of construction of improvements:

SECTION 6 – OCCUPANCY

All listings, leases, and occupancy reports showing how Applicant continues to qualify for exemptions requiring proof of occupancy or offering shall be provided by Applicant as Attachment 1 to this Annual Report.

SECTION 7 – DATE OF ANNUAL REPORT

I agree to furnish such other information as the Cordova City Council, City Clerk, or City Assessor may request in regard to the economic development property tax exemption granted. I hereby certify that the information stated in this Annual Report is true, correct and complete to the best of my knowledge and belief, including any attached statements, schedules, etc. (If prepared by someone other than the Property Owner, the owner’s declaration is based on all information of which he/she has any knowledge.)

Owner Name and Title:

Signature:

Type or Print Name:

Date:

PREPARER/AUTHORIZED AGENT – Name and Address:

Telephone:

E-mail:

Signature:

Type or Print Name:

Date:

State of Alaska

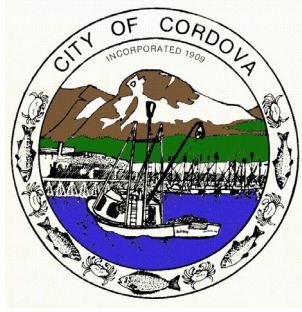
On this, the _____ day of _____, 20___, before me a notary public, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

_____ (Stamp/Seal)

I CERTIFY: That the information I am supplying on and with this form is TRUE and CORRECT. I authorize the City of Cordova to obtain information necessary to verify my eligibility. If any person knowingly makes any false representations in any submission to the City related to an initial application for or review of a tax exemption or deferral under Chapter 5.07, that person shall be punishable by a fine as set forth in Chapter 1.28, of up to \$1,000/per fine, per day. Any misstatement of or error in fact may render an application null and void and may be cause for the revocation of any tax exemption or deferral adopted in reliance on such information.

Signature: _____ Date: _____



AGENDA ITEM # 16
City Council Meeting Date: 11/20/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, Public Works Director / Acting City Planner
DATE: 11/8/24
ITEM: Substitute Ordinance 1224 – Purchase and Sale Agreement for Lot 4A, Block 5, North Fill Development Park, First Reading
NEXT STEP: Vote on approval of Substitute Ordinance 1224

ORDINANCE INFORMATION
 RESOLUTION MOTION

I. REQUEST OR ISSUE: Requested Actions: Decision on Substitute Ordinance 1224
Legal Description: Lot 4A, Block 5, North Fill Development Park
Lot Area: Approximate Area = 8,267 SF
Zoning: Waterfront Industrial
Attachments: Substitute Ordinance 1224, Purchase and Sale Agreement and Exhibits

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to adopt Substitute Ordinance 1224.”

III. FISCAL IMPACTS: Applicant will pay \$120,000 to purchase the property outright. The property will be moved onto the tax rolls under private ownership.

IV. BACKGROUND INFORMATION: A letter of interest was received in the fall of 2023 from Paul and Linda Kelly requesting to purchase Lot 4A, Block 5, North Fill Development Park, colloquially know as “the impound lot”. The letter of interest was taken through the land disposal process and ultimately following a Request for Proposals process the Kelly’s were chosen as the person to negotiate a Lease with Option to Purchase with.

The Kelly's have proposed to build a two-story storage unit facility totaling 7,200 square feet, with the value of the improvements equaling \$750,000. Additionally, they will potentially include at least one apartment unit.

At the 11/6/24 City Council meeting, the Council directed staff to change the sale of the lot from a Lease with Option to Purchase to a direct sale of the land. This decision was made because the Council determined that it was in the best interest of the City to get the full purchase price up front so that the money can be used immediately for the development of the new impound lot. Attached, as directed by Council is a Purchase and Sale Agreement for consideration. Legal staff developed this purchase and sale agreement with protections for buyer and seller and in conformity with the request for proposals that the City had published for this property disposal.

As part of the sale of this land staff is preparing to publish a Request for Proposals to construct a new secured impound lot at the baler facility. The sale of the current impound lot will be used to offset the costs of the new impound lot. The proposed impound lot has already gotten approval from the Alaska Department of Natural Resources as the city leases the land where the bailer is located from the State.

V. LEGAL ISSUES: The Purchase and Sale Agreement has been reviewed by the City's legal counsel and has been written in a way that ensures compliance with the RFP that was published for the disposal.

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

VII. ATTACHMENTS:

- A. Substitute Ordinance 1224
- B. Purchase and Sale Agreement and Exhibits

**CITY OF CORDOVA, ALASKA
SUBSTITUTE ORDINANCE 1224**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE
AGREEMENT WITH PAUL AND LINDA KELLY, DOING BUSINESS AS BAYSIDE
STORAGE, FOR PROPERTY DESCRIBED AS LOT 4A, NORTH FILL DEVELOPMENT
PARK ADDITION #2**

WHEREAS, it is in the City of Cordova’s best interest to sell Lot 4A, North Fill Development Park Addition #2 (“Property”) to Paul and Linda Kelly doing business as Bayside Storage, for the purposes specified in the Purchase and Sale Agreement (Attached as Exhibit A, the “Purchase Agreement”) between the City of Cordova, Alaska (“City”) and Paul and Linda Kelly doing business as Bayside Storage; and

WHEREAS, Paul and Linda Kelly have proposed to develop the lot with a two story, 7,200 square foot, storage unit facility; and

WHEREAS, the value of the proposed development is said to be \$750,000; and

WHEREAS, the City sees a need for continued development in the Waterfront Industrial Zone in which this property is located; and

WHEREAS, the proposed development is of need to the community and will benefit both those residing in Cordova as well as those that do business in Cordova, specifically the fishing fleet; and

WHEREAS, the direct sale of the Property to the purchaser will benefit the City by providing more immediate funds necessary for the construction of a new impound lot for use by the City; and

WHEREAS, the development of this Property and its transfer to private ownership will further benefit the City by increasing both sales and property tax collection.

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

Section 1. The City Manager is authorized and directed to enter into the Purchase Agreement with Paul and Linda Kelly doing business as Bayside Storage for the purchase and sale of the Property in accordance with the terms of the Purchase Agreement as attached as Exhibit A to this ordinance. The form and content of the Agreement now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Purchase Agreement reflecting the terms of the purchase and sale transaction 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, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

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

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

1st reading of Ordinance 1224: November 6, 2024

1st reading of Substitute Ordinance 1224: November 20, 2024

2nd reading of and public hearing for Substitute Ordinance 1224: _____, 2024

PASSED AND APPROVED THIS _____ DAY OF _____ 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, City Clerk

DRAFT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of November ____, 2024 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and PAUL KELLY and LINDA KELLY, doing business as BAYSIDE STORAGE ("Purchaser"), whose address is P.O. Box 265, Cordova, Alaska 99574

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as Lot 4A, North Fill Development Park Addition #2, filed under the official plat thereof, Plat # 2001-10, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-060-128; and

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

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

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

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

2. The Purchase Price.

(a) The purchase price for the Property is One Hundred Twenty Thousand Dollars and 00/100 Cents (\$120,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on _____ (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no event will it be refunded to Purchaser if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of One Hundred Nineteen Thousand and 00/100 Dollars (\$119,000.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Title.

(a) Within ten (10) days following the Effective Date, Seller shall order from Alyeska Title Guaranty Agency, Inc. ("Title Company"), a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, any Internal Revenue Service liens, and the Deed of Trust shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with (x) in this subsection, the Initial Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in

reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

6. Conditions Precedent to Closing.

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

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

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

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

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

(5) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

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

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 12 or Section 13 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, and a lender's policy of title insurance (the "Lender's Policy"), with liability in the amount secured by the Deed of Trust, dated the day of Closing, subject only to the Permitted Exceptions.

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

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

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

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

(a) A Quitclaim Deed with Right of Reentry and First Refusal in the form attached hereto as **Exhibit B**, executed by Seller conveying the Property to Purchaser (the "Deed").

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

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

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

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

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

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

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

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

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

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

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

12. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written

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

13. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10)-day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10)-day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

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

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, to terminate this Agreement by written notice to Purchaser, in which event, the non-refundable Initial Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Seller shall deposit a copy of this Agreement executed by both Purchaser

and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

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

The obligations in this Section shall survive closing.

16. Development Plan and Right of Reentry.

(a) Site Development Plan; Reentry. In connection with its proposal to acquire the Property, Purchaser proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the "Site Development Plan"), which is attached hereto and incorporated herein as **Exhibit C**. The attached Site Development Plan has been approved by the Cordova City Council, and any proposed material change to the attached Site Development Plan by Purchaser requires written consent of both parties. This Agreement does not confer any approval from the Cordova Planning Commission regarding the Site Development Plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Purchaser's responsibility to ensure the Site Development Plan complies with all City Code requirements and procedures and must still submit a plan for approval by the Planning Commission as required by Cordova Municipal Code 18.33.130.

(b) Exercise of Right of Reentry. Purchaser agrees that it must substantially complete construction of the project set forth in the Site Development Plan attached as **Exhibit C** by a date that is five (5) years after the Effective Date of this Agreement. As used in this Agreement, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Purchaser can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Purchaser has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: (1) Foundation Inspection; (2) Framing Inspection; (3) HVAC / Mechanical Inspection; (4) Electrical Inspection; (5) Plumbing Inspection; (4) Fire / Life Safety Inspection; and (5) Final / Certificate of Occupancy Inspection. Certificates of inspections and the listed of required corrections in the case of a failed inspection, shall be provided to City within five (5) days of receiving each inspection certificate or correction list. Seller shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the "Right of Reentry"), without any obligation to pay therefore or for any improvements made thereto, in the event that the Purchaser fails to substantially complete the construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date (the "Reentry Date"), and provided further that Seller complies with the requirements applicable to it as set forth in Section 16(c).

(c) Exercise of Right of Reentry. To exercise its Right of Reentry, Seller shall deliver to Purchaser (or its permitted successor, assigns, or transferees) a written notice providing Purchaser thirty (30) additional days (the "Reentry Notice Period") to substantially complete construction of the project (the "Reentry Notice"), which notice shall be delivered to Purchaser no later than one hundred twenty (120) days after the Reentry Date. If Purchaser fails to comply with Seller's Reentry Notice and substantially complete construction of the project within the Reentry Notice Period, then title to the Property shall revert to the Seller and Purchaser agrees to execute and deliver to Seller,

within ten (10) days after the expiration of the Reentry Notice Period, a quitclaim deed and any other documents reasonably requested by Seller to convey record title to the Property to Seller. Purchaser agrees to take all reasonable steps to ensure Seller acquires marketable title to the Property, including, without limitation, satisfying any lien, mortgage or similar debt obligation which encumbers the Property at Purchaser's sole cost and expense. Seller shall have the right to enforce its Right of Reentry in this Agreement by instituting a legal action for specific performance and/or to quiet title in Seller, and Seller shall be entitled to recover from Purchaser (or its permitted successor, assigns, or transferees) actual reasonable attorney's fees and court costs (including expert fees) incurred in connection with such action.

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

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

17. Right of First Refusal. Purchaser covenants and agrees to acquire the Property subject to Seller's right of first refusal, as provided in this Section. Purchaser further covenants and agrees that Purchaser shall not sell, transfer, convey, or dispose, or attempt to sell, transfer, convey, or dispose, of the Property in violation of Seller's right of first refusal, and that any sale, transfer, conveyance, or other disposal of property which violates Seller's right of first refusal shall be void. The Quitclaim Deed to be delivered by Seller pursuant to the terms of this Agreement shall provide notice of Seller's right of first refusal, in substantially the form annexed hereto as **Exhibit B**. Purchaser covenants and agreements provided in this Section shall survive Closing. The terms of Seller's right of first refusal are as follows:

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

(b) Exercise of Right of First Refusal.

(i) Purchaser may accept an offer for the sale, conveyance, transfer, or other disposition of the Property only if the offer is made subject to the Seller's

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

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

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

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

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

on the same terms and conditions set forth in the Purchase Offer or Amended Purchase Offer, if applicable, then Purchaser shall return the Waiver Document to the Seller. Purchaser agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by Seller in preparing and recording the Waiver Document. Seller's relinquishment or forfeiture of its right to first refusal and right of purchase regarding one Purchase Offer or Amended Purchase Offer, if applicable, in no way waives or terminates its right to first refusal and right of first purchase regarding any subsequent Purchase Offer.

18. General Provisions.

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

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

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

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

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

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

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as

close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

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

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

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

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

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

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

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

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

Purchaser: Paul Kelly or Linda Kelly
PO Box 265
Cordova, AK 99574

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

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

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

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

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

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

SELLER: CITY OF CORDOVA

By: _____
Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A
Description of the Property

Tax Assessor's Parcel No.: 02-060-128

Legal Description (Subject to confirmation by Title Report):

Lot 4A, North Fill Development Park Addition #2, filed under the official plat thereof, Plat # 2001-10, Records of the Cordova Recording District, Third Judicial District, State of Alaska

Plat Image:



EXHIBIT B

Quitclaim Deed with Right of Reentry and
Right of First Refusal

QUITCLAIM DEED

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Michael Schwarz
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to Paul Kelly and Linda Kelly (collectively, "Grantee"), whose address is P.O. Box 265, all interest which Grantor has, if any, in the following described real property (the "Property"):

[Insert from title report]

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

This grant is further made subject to the following:

1. **Right of Reentry**

(a) **Site Development Plan; Reentry.** In connection with its proposal to acquire the Property, Grantee proposed and has agreed to limit use of the Premises solely to constructing and maintaining the project detailed in the site development plan (the "Site Development Plan"), which is attached hereto and incorporated and attached to a certain purchase and sale agreement between Grantor and Grantee, dated November __, 2024 (the "Purchase Agreement"). Grantee agrees that it must substantially complete construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date of this Agreement. As used in this Deed, the term

“substantially complete” shall mean the stage of construction when the building(s), whose footprint is outlined in the Site Development Plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Grantee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, AND Grantee has provided to the City of Cordova certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: (1) Foundation Inspection; (2) Framing Inspection; (3) HVAC / Mechanical Inspection; (4) Electrical Inspection; (5) Plumbing Inspection; (4) Fire / Life Safety Inspection; and (5) Final / Certificate of Occupancy Inspection. Certificates of inspections and the listed of required corrections in the case of a failed inspection, shall be provided to City within five (5) days of receiving each inspection certificate or correction list. Grantor shall have the right, at its sole option and discretion, to reenter and regain ownership, title and possession of the Property (the “Right of Reentry”), without any obligation to pay therefore or for any improvements made thereto, in the event that the Grantee fails to substantially complete the construction of the project set forth in the Site Development Plan by a date that is five (5) years after the Effective Date (the “Reentry Date”), and provided further that Grantor complies with the requirements applicable to it as set forth in Section 1(b).

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

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

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

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

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

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

ii. If after execution of the Purchase Offer, the Grantee and third-party amend the Purchase Offer, the Grantee shall present a copy of the Purchase Offer as amended ("Amended Purchase Offer") to Grantor in accordance with Section 1(b)(i) above, and Grantor will then have ten (10) days from receipt of the Amended Purchase Offer ("Amendment Period") to either agree to purchase the Property on the same terms and conditions set forth in the Amended Purchase Offer, or decline to exercise its right of first refusal no later than ten (10) days after being presented with a copy of the Amended Purchase Offer. If Grantor agrees to accept the Amended Purchase Offer, within the Amendment Period, the Property shall be conveyed to the Grantor in accordance with the terms of the Amended Purchase Offer.

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

outlined above, before Grantee may convey or transfer its interest in the Property to a third party.

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

DATED this ___ day of _____, 2024.

GRANTOR:

CITY OF CORDOVA

Samantha Greenwood, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, by Samantha Greenwood, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:___

GRANTEE:

Paul Kelly

Linda Kelly

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Paul Kelly and Linda Kelly, known to me to be the individuals who executed the instrument for the uses and purposes set forth therein.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT C

Site Development Plan

BAYSIDE STORAGE

Linda and Paul Kelly
182 Jim Poor Avenue
PO Box 265
Cordova, AK 99574
lindakellyak@gmail.com
907-424-3109

City of Cordova
Planning Department
P.O. Box 1210
Cordova, AK 99574

RE: Sealed Proposal for Lot 4A, Block 5, North Fill Development

Additional information:

1. Type of business-Dry, heated storage and small business operating space, with a second story of storage or an apartment or two if the city so desires.
2. Proposed square footage: approximately 3600 sq. ft. first floor and for second floor. Total 7200.
3. See provided sketch and picture of similar building to proposal.
4. Benefit to Community: Provides needed dry storage space and business operating space for fishing industry and all community members. Approximately \$5000/year in sales tax plus \$5000/year in property tax.
5. Value of improvements: \$750,000.00
6. Proposed timeline for development: Immediately





AGENDA ITEM #17
City Council Regular Meeting Date: 11/20/24
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood
DATE: 11/14/24
ITEM: Transfer of Funds from Permanent Fund to pay for FY25 Grant matches for Whitshed Pedestrian path and Second Street Upgrades
NEXT STEP: Vote on Ordinance 1225

ORDINANCE RESOLUTION
 MOTION INFORMATION

I. REQUEST OR ISSUE: Staff suggests the following motion: “I move to adopt Ordinance 1225”

II. BACKGROUND: In April of 2020 the City of Cordova was awarded an \$8.2 million ADOT Community Transportation grant for Second Street upgrades. This project extends from the corner of Davis Avenue and Second Street to the intersection of the Copper River Highway. This project will provide ADA curb and gutter sidewalks, new storm drain systems, pavement, new lighting, improved parking, and removal of roof drains and sump pumps from the sewer system. Construction is scheduled for summer of 2026.

The Whitshed Pedestrian path project has been an ongoing project for many years. It is also an ADOT Community Transportation Grant. This year will be the final match for the project that the City has committed to and construction is scheduled for summer 2027 or 2028. This project will provide a pedestrian path on the ocean side of Whitshed Road from the corner of the Copper River Highway to the Odiak campground and the Field of Dreams. The project will also address drainage issues and improve the existing driving lanes on Whitshed Road.

The work, improvements and matches were approved by council prior to the grant applications being submitted. Both projects will improve safety for pedestrians and drivers and will improve the quality of life for citizens. The staff and Council have been in budget discussions for the past 2 months. The grants allow the city to make large infrastructure improvements with a match, the State does design, permitting, bidding and construction. Paying the matches from the permanent fund alleviated strain on the FY25 operating budget and is an investment into the city’s future.

III. SUMMARY AND ALTERNATIVES: The transfer of funds from the permanent fund was discussed during the FY25 budget meetings. If Council chooses not to transfer the funds from the permanent fund, the FY25 General Fund budget will need to find room for \$289,898 in additional expenses to cover these required grant matches.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1225**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE TRANSFER OF \$289,898 FROM THE PERMANENT FUND
GRANT PROJECT FUND, 104-901-57340, TO THE GRANT ADMINISTRATION –
TRANSFER FROM PERMANENT FUND, 401-390-49998, TO PAY THE SECOND
STREET UPGRADE PROJECT AND WHITSHED PEDESTRIAN PATH PROJECT
GRANT MATCHES FOR FY25**

WHEREAS, the Council of the City of Cordova, Alaska, will adopt the City Budget and appropriate funds for FY25 for the period of January 1, 2025, to December 31, 2025, before the end of 2024; and

WHEREAS, additional interfund transfers pursuant to this Ordinance are intended to provide a source of money to pay for additional budget appropriations as follows; and

<u>Fund #</u>	<u>Fund Title</u>	<u>Amount Out</u>	<u>Amount In</u>
104-901-57340	PF Grant Project Fund	\$289,898	
401-390-49998	Grant Admin-Transfer from PF		\$289,898

WHEREAS, the City of Cordova received two ADOT Community STIP grants \$8.155 million for Second Street Upgrades and 9 million for Whitshed Road pedestrian path; and

WHEREAS, both grants require City matches for FY25 Whitshed Road Pedestrian Path final match is \$214,748 and Second Street Upgrade match is \$75,150.

NOW, THEREFORE BE IT ORDAINED that the Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$289,898 from the Permanent Fund to Grant Administration Fund for Second Street Upgrade and Whitshed Pedestrian Path Grants matches.

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

1st reading and Public Hearing: November 20, 2024

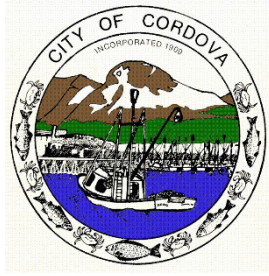
2nd reading and Public Hearing: _____

PASSED AND APPROVED THIS ____ DAY OF _____ 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, City Clerk



AGENDA ITEM 19
City Council Meeting Date: 11/20/24
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, City Manager
DATE: 11/13/24
ITEM: City Comments on State Action Impacting City Leases: Comments to Division of Mining, Land, and Water regarding private access easement request across City's lease of the Ski Hill

ORDINANCE
 MOTION

RESOLUTION
 INFORMATION

I. REQUEST OR ISSUE: The State of Alaska, Division of Mining, Land, and Water, requested comments from the City on an application for a 300-foot private easement over State property leased to the City (“Ski Hill parking lot”) filed by Paul and Linda Kelly. The City issued comments objecting to the easement due to its impact on the City’s leasehold interest in the property and the impact on public use and future development of the property. The Mayor emailed the State disagreeing with the City’s comments, expressing his support for the application, and his belief that the City’s objections did not promote the City’s development policy set by Council. The State has requested clarification regarding which comments constitute the official position of the City. It is my understanding that the official comments of the City are those submitted by the Public Works Director/Acting Planner but before communicating this to the State, I want to discuss this matter with City Council and the Mayor.

II. RECOMMENDED ACTION: Discussion regarding my duties as City Manager and the role of the Administration, City Council, and the Mayor in the submission of comments on State actions that impact City leasehold interests.

III. BACKGROUND INFORMATION: On August 29, 2024, the State received an application from Paul and Linda Kelly requesting the creation of an easement for the construction, survey, operation, and maintenance of a driveway to their property. The application sought a private easement over State-managed uplands in Section 22, Township 15 South, Range 3 West, Copper River Meridian, Alaska, which includes the Ski Hill Parking lot. The City leases the Mt. Eyak Recreation Site, which includes the Ski Hill Parking lot from the State. The City received a request for comments regarding the easement from the State and placed that request in correspondence at the 9/18/24 City Council meeting. No comments by Council or the Mayor were made at that meeting. After discussions with me, the Sheridan

Alpine Ski Club, and the applicant, and after reviewing the implications of the requested easement on the City's lease, the Public Works Director/Acting Planner drafted comments for my approval, which were submitted on 9/25/24. I read, edited, and agree with the concerns that were addressed in the City comments. The City comments clarify land ownership and show that the access easement needed is considerably larger than what the application shows. The City comments address parking, access, and snow removal concerns of the City and the City contractor, Sheridan Alpine. I believe these comments are in the best interest of the City and in the best interest of long-term development of the area. The State provided Mr. Kelly the City's comments on 10/29/24. On 11/1/24 the Mayor, Planner, and I received an email from the State notifying us that the State had received comments from both the Public Works Director/Acting Planner and the Mayor and asking for clarification of the official stance of the City on the easement request.

On 11/4/24, I reached out to the Mayor and asked if he would provide me his comments which are attached. After reviewing the comments, I reached out to City Attorney Holly Wells concerned that I had overstepped my role. My understanding of the City Manager role was that I was responsible for ensuring that the City reviewed requests for comments on State actions impacting City leases and submitted comments if I determined that doing so was needed to protect the City's interests. The City Attorney confirmed my understanding. I met with the Mayor on 11/5/24, to discuss his concerns. I have included the City's correspondence with the Mayor and the State in this packet. In addition, the City Attorney will be providing City Council with a more detailed memo regarding the concerns she raised during our meeting.

Items Included:

- 1) August 29, 2024, Public Notice from the State DNR, Division of Mining, Land & Water, announcing 30-day public comment period for ADL 234275 access easement application, appeared as correspondence in 9/18/24 Council Regular Meeting packet
- 2) September 19, 2024, City of Cordova submitted comments for ADL 234275 Access Easement Request
- 3) October 31, 2024, email from David Allison to Savannah Lilyhorn with comments on ADL 234275
- 4) November 1, 2024, email from Savannah Lilyhorn of DNR, asking for clarification of City of Cordova's official stance



PUBLIC NOTICE
ADL 234275
Paul and Linda Kelly
Private Non-Exclusive Access Easement

August 29, 2024

Subject to AS 38.05.850, the Southcentral Regional Land Office (SCRO) received an application for the following:

APPLICANT: Paul and Linda Kelly

PROJECT NAME: ADL 234275

GEOGRAPHIC LOCATION: Cordova, Alaska

LEGAL DESCRIPTION: Section 22 of Township 15 South, Range 3 West, Copper River Meridian, Alaska

REQUESTED ACTIVITY: The applicant has requested issuance of a private non-exclusive easement to facilitate access to their property and future placement of utilities. The applicant has requested an indefinite term easement 300 feet in length and 60 feet in width, occupying approximately 0.041 acres. The easement, if approved, may differ from that described herein.

REQUESTED TERM: Indefinite

DEADLINE FOR COMMENTS: September 30, 2024

The public is invited to comment on this activity. The purpose of this notice is to gather input before a decision is made on this activity. To ensure consideration, written comments must be received by the Division of Mining, Land and Water at Southcentral Regional Land Office, 550 West 7th Avenue, Suite 900C, Anchorage, AK 99501, on or before the date noted above. Questions concerning this activity or requests to view the full application packet should be directed to Savannah Lilyhorn, Telephone: (907) 269-8562; Fax: (907) 269-8913 or e-mail: Savannah.lilyhorn@Alaska.gov.

After review and adjudication, we may issue an authorization with stipulations for the activity. The activity may be modified during the review and adjudication process.

DNR-DMLW complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services or special modifications to comment should contact Alaska Relay at 711 or 800-770-8973 for TTY services. DMLW reserves the right to waive technical defects in this notice.

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

Division of Mining, Land and Water

APPLICATION FOR EASEMENT

AS 38.05.850

ADL# 234275
(to be filled in by State)

Applications that are submitted with unfilled sections or inadequate explanation and/or without application fees, a location figure and/or a completed Division of Mining, Land and Water (DMLW) Environmental Risk Questionnaire will be deemed incomplete. Incomplete applications will be returned without review. See DMLW's current fee regulations (11 AAC 05) and associated Director's Fee Order for applicable non-refundable fee amounts. The filing of an application does not guarantee processing or approval of the requested authorization.

Applicant: Paul and Linda Kelly Doing Business As: personal

Agent: (if applicable; attach record of authorization to represent) _____

Mailing Address: PO Box 265 Email: _____

City/State/Zip: Cordova Alaska 99574

Primary Phone: _____ Alternate Phone: _____

General Location: adjacent to Mt Escalier ski Municipality: Cordova AK

Section(s): B1K31, Lot 11-17 Township: original Range: _____ Meridian: Ski Hill Road

Section(s): _____ Township: _____ Range: _____ Meridian: _____

Attach a location figure, plan drawing or survey that shows the detailed location of the requested easement in relation to adjoining property boundaries and reference points. All features must be labeled.

Dimensions requested

1. Length: 300' Width: 60'

2. Area: 1800 sq ft Are units in square feet or acres?

Term requested and rationale: forever - to access a home site

Are you applying for a public or a private easement? Rationale: driveway For access to our private property and utilities

Development plan summary/specific purpose of easement: _____
This information will be used to determine the scope of use of the easement.

we are simply requesting an easement to get access to our private property - we need both utilities and driveway they may well become the same / one easement path depending on how the electric company wants to proceed and how difficult the rock is to work. we plan to build a house on our property

Is this an existing use? Yes No. If yes, explain extent and duration of use to date:

Describe plans for initial construction. Be detailed. Include a list of authorizations for portions of the project that are proposed for construction on adjoining lands, other permitting, and/or third-party non-objections: (Use extra sheets as needed)

We only need to access our land from the State land and run utilities from the end of the city street that is on State land to our land across the Mt Eccles Ski area parking lot. Our actual driveway will only be 50' long or so leaving the parking lot to our land. The attached and previously sent picture says it all much better than I can write it.

Anticipated construction timeframe: 2024 - 2026

If this authorization is granted, I agree to construct and maintain the authorized improvements in an acceptable manner, and to keep the area in a neat and sanitary condition; to comply with all the laws, rules, and regulations pertaining thereto; and provided further that upon termination of the easement for which application is being made, I agree to remove or relocate the improvements and restore the area without cost to the State and to the satisfaction of DMLW.

Applicant's Signature Paul Kelly Date: 10-13-23

This form must be filled out completely and submitted with the applicable fees. Failure to do so will result in a delay in processing. AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(8) and confidentiality is requested, AS 43.05.230, or AS 45.48). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210.

In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

For Department Use Only	
Application received date stamp	
Receipt Types:	
<input type="checkbox"/>	13A Pipeline Easement
<input type="checkbox"/>	13 Other Easement

ADL # _____

Easement Application Form 102-112 (Rev. 09/23)

If the proposed activities involve any storage tanks, either above or below ground, address the following questions for each tank. Please use a separate sheet of paper, if necessary, and, where appropriate, include maps or plats:

a. Where will the tank be located?

next to our house on our private land adjacent to state land

b. What will be stored in the tank?

heating fuel for the house

c. What will be the tank's size in gallons?

500 gal max

d. What will the tank be used for? (Commercial or residential purposes?)

e. Will the tank be tested for leaks?

yes
They are pressure tested when built

f. Will the tank be equipped with leak detection devices? Yes No. If yes, describe:

our land and the tank placement slopes away from the state land

Do you know or have any reason to suspect that the site may have been previously contaminated? Yes No.

If yes, please explain:

I certify that due diligence has been exercised and proper inquiries made in completing this questionnaire, and that the foregoing is true and correct to the best of my knowledge.

Applicant Signature:

Paul Kelly

Date:

Oct 13-23

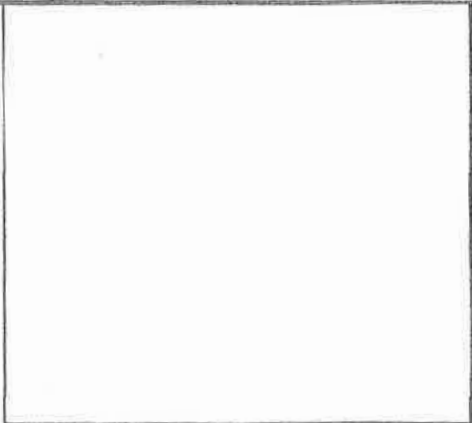
AS 38.05.035(a) authorizes the director to decide what information is needed to process an application for the sale or use of state land and resources. This information is made a part of the state public land records and becomes public information under AS 40.25.110 and 40.25.120 (unless the information qualifies for confidentiality under AS 38.05.035(a)(9) and confidentiality is requested). Public information is open to inspection by you or any member of the public. A person who is the subject of the information may challenge its accuracy or completeness under AS 44.99.310, by giving a written description of the challenged information, the changes needed to correct it, and a name and address where the person can be reached. False statements made in an application for a benefit are punishable under AS 11.56.210. In submitting this form, the applicant certifies that he or she has not changed the original text of the form or any attached documents provided by the Division. In submitting this form, the applicant agrees with the Department to use "electronic" means to conduct "transactions" (as those terms are used in the Uniform Electronic Transactions Act, AS 09.80.010 – AS 09.80.195) that relate to this form and that the Department need not retain the original paper form of this record: the department may retain this record as an electronic record and destroy the original.

ADL # _____

Applicant Environmental Risk Questionnaire Form 102-4008A (Rev. 09/21)

Page 2 of 2

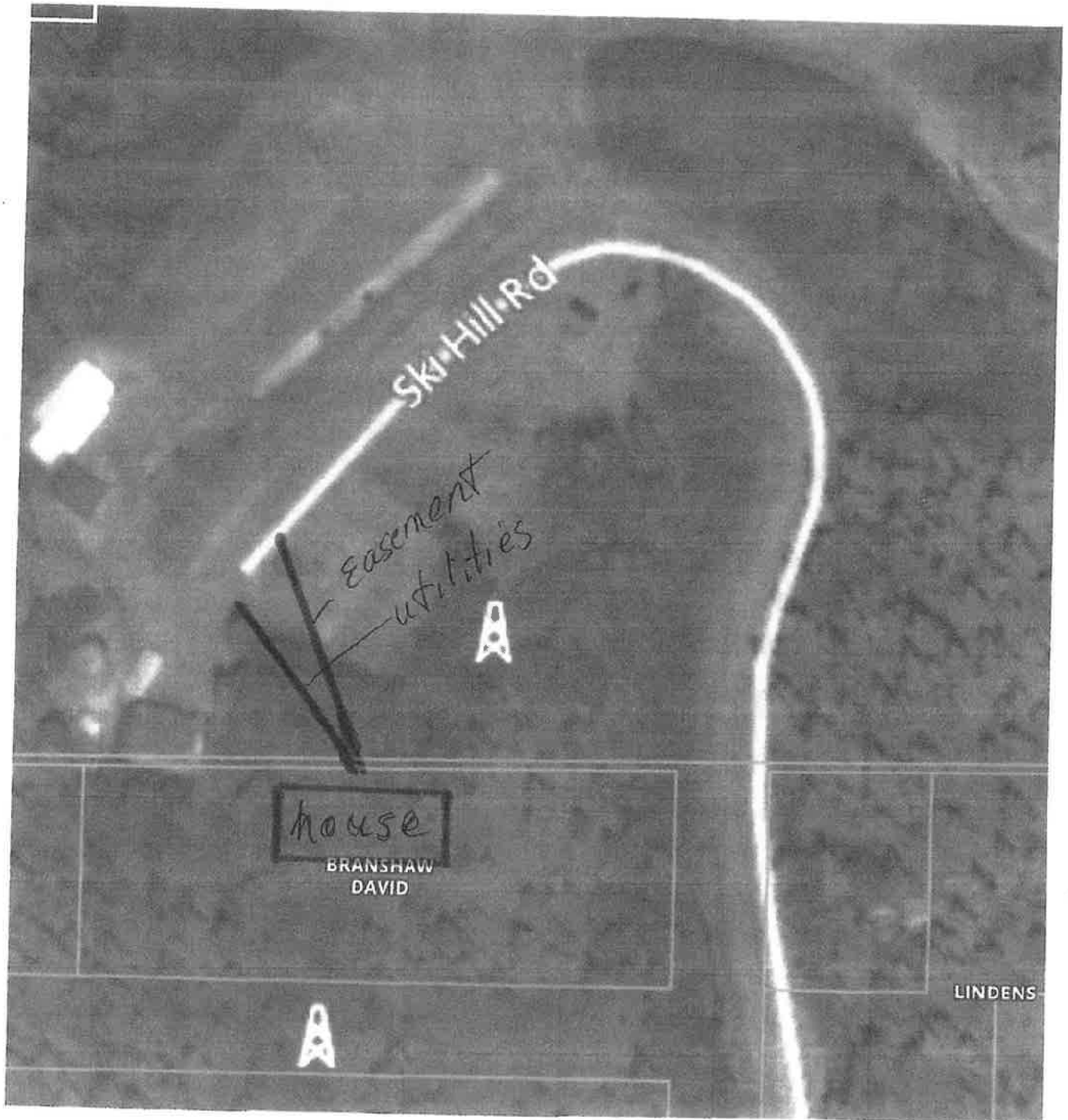
Site Development Diagram



VICINITY MAP

*see drawing
A*

Date Prepared:	Applicant's Name:
Alaska Department of Natural Resources Division of Mining, Land & Water Land Use Permit	
Site Development Diagram	
Sec(s) _____	T _____ R _____ M _____
Sheet of _____	File # _____



Drawing A

PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-735	ORIGINAL TOWNSITE	31	11-17	\$400.00	\$0.00	\$400.00
PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-736	ORIGINAL TOWNSITE	31	12	\$400.00	\$0.00	\$400.00
PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-737	ORIGINAL TOWNSITE	31	13	\$400.00	\$0.00	\$400.00
PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-738	ORIGINAL TOWNSITE	31	14	\$400.00	\$0.00	\$400.00
PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-739	ORIGINAL TOWNSITE	31	15	\$400.00	\$0.00	\$400.00
PAUL & LINDA KELLY JOINT REVOCABLE TRUST	FOREST - PROPOSED AVE	02-061-740	ORIGINAL TOWNSITE	31	16	\$400.00	\$0.00	\$400.00

2023 - Owners and Street Address

Owner	Hse #	Street	Tax Lot #	Subdivision	Blk	Lot	Trct	Land Value	Bldg Value	Assess Value
PAUL & LINDA KELLY JOINT REVOCABLE TRUST		FOREST - PROPOSED AVE	02-061-741	ORIGINAL TOWNSITE	31	17		\$400.00	\$0.00	\$400.00
AUL SCHUERCH EVOCABLE TRUST	116	CABIN RIDGE RD	02-061-810	CABIN RIDGE SUBDIVISION, PHASE 1		6A		\$62,700.00	\$0.00	\$62,700.00
PAUL W & LINDA C KELLY EVOCABLE TRUST	202	LAKE AVE	02-373-112	USS 2981	1	2		\$30,200.00	\$0.00	\$30,200.00

CITY OF CORDOVA



9/19/2024

Division of Mining, Land and Water
Savannah Lilyhorn
550 West 7th Avenue, Suite 900C
Anchorage, AK, 99501

RE: Public Comment for ADL 234275 – Easement Application

Savannah,

I am writing to submit public comment on behalf of the City of Cordova regarding the requested easement by Paul and Linda Kelly across the “Mt Eyak Recreation Area”.

The City of Cordova currently holds a lease to this land (ADL 57396) and while our lease allows for concurrent uses, we do not believe the requested easement is in the best interests of the City, the community, the general public, of the State of Alaska and we firmly oppose the issuance of this lease.

First, the requested easement area does not accomplish the intended goal of the applicant as their requested easement area does not connect to a public Right-of-Way (ROW). In the attached image (applicants “drawing A”) below you will see that the easement area requested connects the applicants property to an improved roadway surface, it does not directly connect them to a public ROW. To connect to a public ROW they would need a much larger easement. I have marked their requested easement in blue, the property line in red and the actual easement path needed in orange. This actual easement area needed creates a larger impact to the public land and the operations of the Mt Eyak Recreation Area than the area that is proposed by the applicant.

As mentioned above, this easement would create unnecessary impacts and hardships on the operations of the Mt Eyak Recreation Area. These impacts would include the following:

1 -Parking. The proposed easement would result in the loss of multiple parking spaces, and with the popularity of the ski hill increasing, we are currently looking at ways to provide more parking. The loss of parking would create unsafe conditions for the public as people would begin parking on the shoulder of the roadway leading up to the ski hill. This road is steep, does not have sidewalks, and is unsafe for pedestrian travel. It is important to have safe parking

CITY OF CORDOVA



located within the ski area designated parking areas. Loss of parking would reduce the ability for the public to enjoy the ski hill.

2 - Snow Management. Having a driveway connected to the ski area parking lot would create a situation where we could not manage the plowing of the parking lots and storage of the snow as the driveway would remove the already limited snow storage space. The driveway would create restrictive conditions in an already tight working area what would lead to dangerous conditions for ski hill employees and guests.

3 - Dangers and Liabilities. Having the applicants or their guests driving through when snow management operations are occurring would create dangerous conditions and place undue liability onto the management of the ski hill. Before the ski hill is open to the public, often in the early and dark hours of the winter mornings, ski hill employees and city staff are operating heavy equipment to clear the roadway and parking lot. Having uncontrolled access to this area during those operations would put both our employees and the applicant or their guests in a dangerous position.

4 – Easement Maintenance Responsibility. Overlaying an access easement over our access and parking area creates an issue with determining who is responsible for maintenance of the easement. The ski area is not open every day and the area is not plowed on a set schedule and is done as needed, The city and ski area staff cannot be responsible for providing maintenance of the easement. Who will be responsible for clearing the easement on days that the ski hill is not open?

Finally, the largest concern that is outside of the effects this would have on the maintenance and operations of the ski hill, is that this easement is unnecessary as the applicants seven properties are all accessible by existing platted ROW (see map showing ROW access below). Since there is an existing ROW that these properties connect to, it seems in the best interest of the public that they begin development of that ROW to access their property. This provides two benefits.

First is that the City and public would benefit from the development of the existing ROW as it would create better access to the other surrounding lots and make development of those lots more feasible.

Second, is that since there is an existing ROW, it does not seem appropriate to allow public State land, which is leased for recreational use to be used to access private property. Doing so would encourage other landowners in the area to do this as well. This could then lead to a patchwork

CITY OF CORDOVA

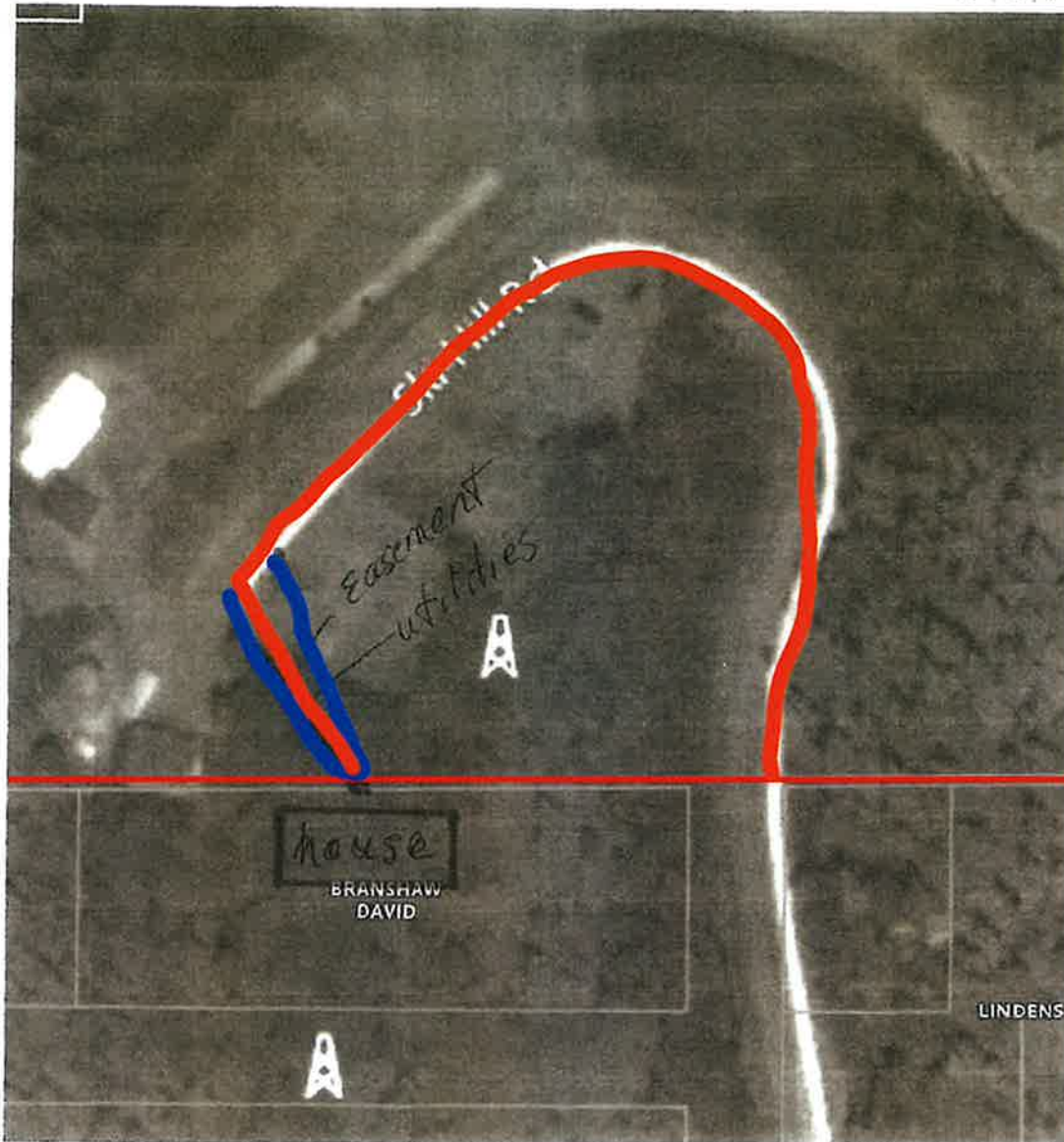


of easements across public state land which would impact the use of this land for the public into the future.

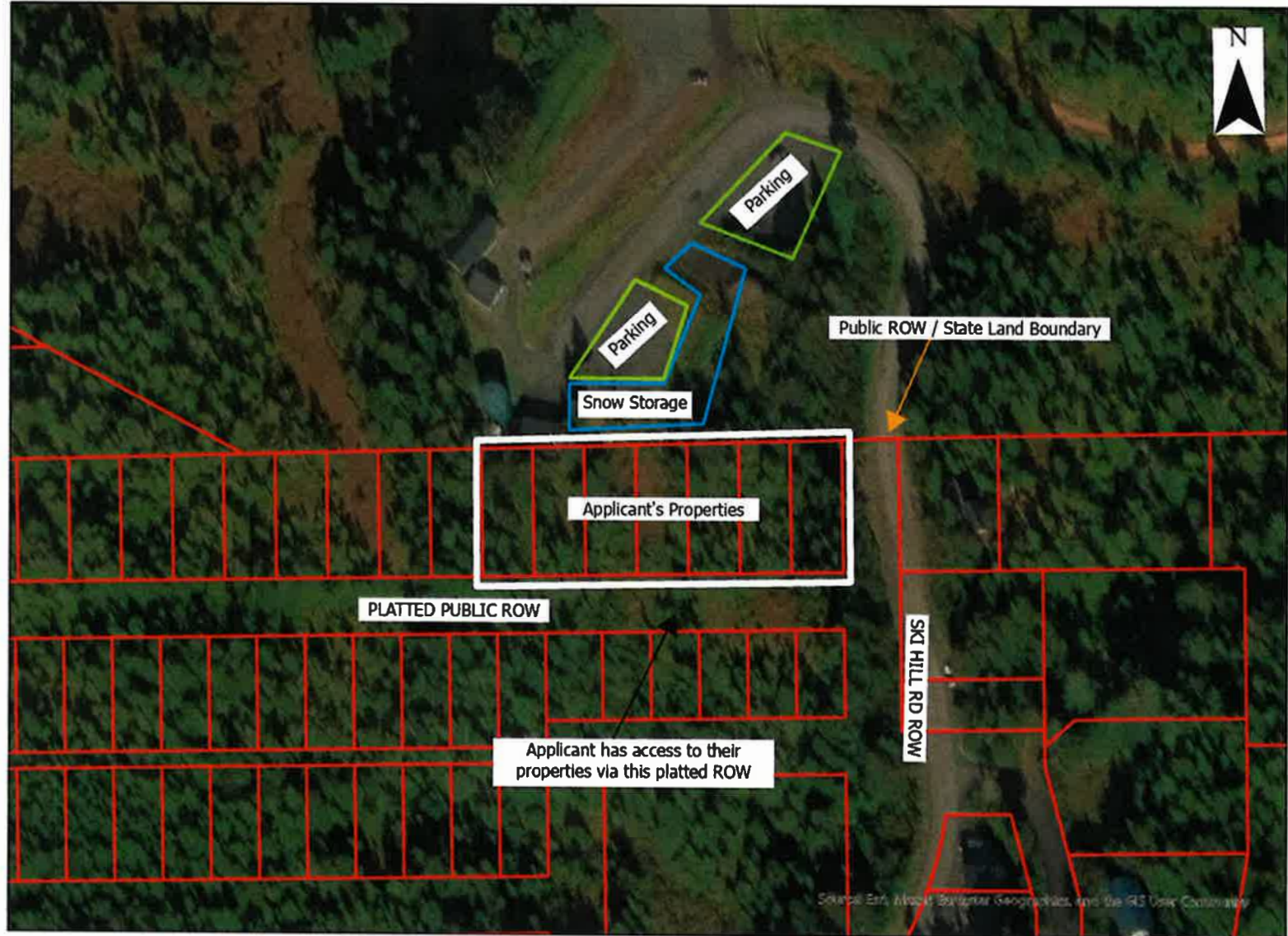
Thank you,

Kevin Johnson
Public Works Director / Acting City Planner
Publicworks@cityofcordova.net
907-424-6220

CITY OF CORDOVA



Ski Hill ROW and Property Access



From: [David Allison](#)
To: [Sam Greenwood](#)
Subject: Fw: ADL 234275 - Cordova comment
Date: Monday, November 4, 2024 2:45:41 PM
Attachments: [image001.png](#)
[City of Cordova Public Comment to State of Alaska RE ADL 234275.pdf](#)

Fyi

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
[\(907\) 424-6200](tel:(907)424-6200) City
[\(907\) 831-6791](tel:(907)831-6791) Cell
mayor@cityofcordova.net

From: David Allison <mayor@cityofcordova.net>
Sent: Thursday, October 31, 2024 10:21 AM
To: savannah.lilyhorn@alaska.gov <savannah.lilyhorn@alaska.gov>
Cc: Paul Kelly <paulkellyak@gmail.com>
Subject: ADL 234275 - Cordova comment

Greetings from the Mayor of Cordova...

Regarding City comments made by Staff of the city...

Let me first tell you that these comments were made without any discussion with:
Planning Commission
City Council
Ski Club directors (they manage ski hill for the City)
landowner/applicant

I will be discussing these comments with the City Manager and Public Works Director to see what their reasoning was for leaving out all public input into their comments. Seems to me that most, if not all, of the comments in the attached City comments could/should have been addressed with the affected parties. (All the groups listed above at a minimum)

I do not see any issues that can't be worked out to allow this easement. Parking will be improved for the ski club, there is already parking up and down the sides of ski hill road during busy times...having more parking on top at end of existing road/parking lot would Help this situation. The attached comments indicate parking spots will be lost, but I believe the applicant has a plan to Expand parking in the easment!

The City has a policy set by Council to encourage development and work with developers and property owners to accomplish this. Staff making comments without discussion with appropriate groups is not promoting that policy.

Thank You for taking my comments on this...if it still possible to put in formal comments, please let me know and if there is a website to view or submit comments then a link to that would help.

Thank you...

David Allison, Mayor
City of Cordova Alaska
P.O. Box 1210 or 601 1st Street
Cordova, AK. 99574
[\(907\) 424-6200](tel:9074246200) City
[\(907\) 831-6791](tel:9078316791) Cell
mayor@cityofcordova.net

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

From: **Lilyhorn, Savannah A (DNR)** <savannah.lilyhorn@alaska.gov>
Date: Tue, Oct 29, 2024 at 1:39 PM
Subject: ADL 234275 - Cordova comment
To: Paul Kelly <paulkellyak@gmail.com>

Good morning,

As said in our call yesterday with Evan Dodd, regarding next steps for ADL 234275, attached is the City of Cordova's public notice comment.

We'll talk soon,

Thank you,

Savannah Lilyhorn

Natural Resource Specialist

Department of Natural Resources

Division of Mining, Land, and Water

Easements Unit

Phone: [+1.907.269.8562](tel:+19072698562)

From: Lilyhorn, Savannah A (DNR) <savannah.lilyhorn@alaska.gov>
Sent: Friday, November 1, 2024 2:46:38 PM
To: City Planner <planning@cityofcordova.net>; David Allison <mayor@cityofcordova.net>; Sam Greenwood <citymanager@cityofcordova.net>
Cc: Dodd, Evan G (DNR) <evan.dodd@alaska.gov>
Subject: ADL 234275 - Paul Kelly Private Easement

Good afternoon,

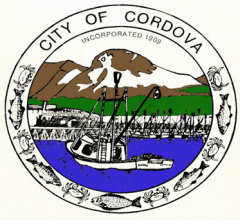
As you may know, our office (SCRO) is currently adjudicating a request for issuance of an easement from Paul Kelly, to facilitate access to his private parcel over DMLW managed lands. During, and immediately following, the public notice period I received input from both the Public Works Director/Acting City Planner, Kevin Johnson, and the Mayor, David Allison. To continue with our adjudication of the request, SCRO will need clarification as to what the official stance of the City of Cordova holds regarding this project.

Thank you!

Savannah Lilyhorn
Natural Resource Specialist

Department of Natural Resources
Division of Mining, Land, and Water
Easements Unit
Phone: +1 907.269.8562





**City Council of the City of Cordova, Alaska
Pending Agenda
November 20, 2024 Regular Council Meeting**

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

1) Cordova Fisheries Committee:

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

Council needs to determine exact makeup of the committee
Council needs to determine how to fill the seats

2) Cordova Trails Committee:

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

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

- 1-Elizabeth Senear 2-Toni Godes
- 3-Dave Zastrow 4-Ryan Schuetze
- 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 01-24-01**

**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, Harbor and associated uses.
 - 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/Maintenance Building
- Shipyard Expansion
- Harbor Basin Expansion

Water Upgrades

- Improve water delivery during peak water usage.
- 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 Pipe Infrastructure.
- Upgrade pump stations and equipment.
- Feasibility Study services and Fire Protection (hydrants) to Outlying Areas
- Water distribution upgrades

Sewer Upgrades

- Replacement/upgrade of Wastewater plant and Scada.
- Replacement/Upgrades of Lift Stations.
- Replacement of Force main in Odiak Slough.
- Upgrade Pipe Infrastructure.

Streets Infrastructure and Equipment

- 6th and 7th Streets Upgrades
- Chase Avenue Upgrades
- Replace/Upgrade pedestrian walkways (4th and Adams) (Council Street), and (2nd Street to Main)
- Wheeled Loader
- Road Grader
- Backhoe

Water Services and Fire Protection (hydrants) to Outlying Areas – Feasibility Study

Public Safety

- E-911 Implementation
- Acquire and integrate new hardware to fully utilize the new E-911 addressing.
- Replace Failing RMS
- Replace Dispatch Console
- Replace Radio Structure on Ski Hill
- Engineering and Preliminary Design of Public Safety Building
- Prep Site

Recreational Safety and Development

- Pool Infrastructure
 - Door and Siding Replacements and CMU Joint Repairs
 - Pool Cover Replacement
 - Pool Roof Replacement
 - Ventilations Remodel/Replacement
 - Electrical Distribution System Replacement
 - ADA Compliance and Parking Area re-grade.

- Bidarki Recreation Center
 - Structural Repair
 - Code and Ada Compliance
 - Facility Improvements

- Eyak Lake Skater’s Cabin
 - Demolish and replace.

- Playground Renovations
 - Replacement of swing set at Noel Pallas Children’s Memorial Playground

- Parks 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
- 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 17th DAY OF JANUARY 2024



[Signature]

 David Allison, Mayor



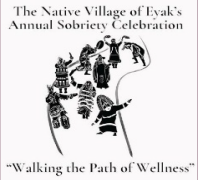



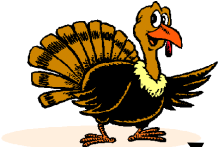
ATTEST:
[Signature]

 Susan Bourgeois, CMC, City Clerk

most recently approved capital improvements list

November 2024

CALENDAR MONTH	NOVEMBER
CALENDAR YEAR	2024
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
----- early voting @ Cordova Center Atrium Oct 21 - Nov 4 M-F 8a-4:30p -----						
3 	4 5:30 Hosp Svc Bd jt wksn w-llanka Health Bd CCB	5 	6 5:00 Work Session 7:00 Council reg mtg CCAB	7	8  "Walking the Path of Wellness"	9  NVE Sobriety 11/8-10
10	11  Veteran's Day Holiday City Offices closed	12 6:30 P&Z CCAB	13 6:00 Work Session 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	14	15	16  Cordova Business of BUSINESS AWARDS Gala NOVEMBER 16, 6-9PM CORDOVA CENTER OCEANS OF OPPORTUNITY
17	18	19 5:30 CTC Board Meeting CCER 6:30 P&Z CCAB	20 tbd Work Session - maybe 7:00 Council reg mtg CCAB	21	22	23
24	25	26 6:00 P&R CCM	27 6:00 CEC Board Mtg CCER	28 	29 12:00 Hosp Svc Bd HCR	30 Thanksgiving Holiday City Offices closed 11/28 & 11/29
1	2	Notes				

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

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





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

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

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

December 2024

CALENDAR MONTH	DECEMBER
CALENDAR YEAR	2024
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
			6:45 Council PH 7:00 Council reg mtg CCAB		 Cordova Holiday Bazaar Dec 6-7 @ Mt. Eccles	
8	9	10	11	12	13	14
			ALASKA BOARD OF FISHERIES	Cordova, AK Dec 10-16	ALASKA BOARD OF FISHERIES	
15	16	17	18	19	20	21
	Mar 4, 2025 Election: declaration of candidacy period opens 12/17/24	6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
22	23	24	25	26	27	28
			Christmas Holiday City Offices closed 12/25		CSD Winter Vacation Dec 23 - Jan 3	
29	30	31	1	2	3	4
	Happy Kwanzaa Dec 26-Jan 1	6:00 P&R CCM	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR		Happy Hanukkah Dec 25- Jan 2

Notes

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

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

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

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

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

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

Mayor and City Council - Elected

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

elected by encl

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, president bjewell@cordovasd.org	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
3 years	Henk Kruithof hkruithof@cordovasd.org	March 5, 2024 March 2, 2021	March-27
3 years	Terri Stavig tstavig@cordovasd.org	March 1, 2022	March-25
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
3 years	David Glasen	March 7, 2023	March-26

seat up for re-election in Mar '25

vacant

board/commission chair/vice

seat up for re-appt in Nov '24

(updated 07-29-24)

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

Library Board - Appointed

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

Planning Commission - Appointed

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

seat up for re-election in Mar '25

vacant

board/commission chair

seat up for re-appt in Nov '24

(updated 07-29-24)

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Ryan Schuetze	Dec '23	November-26
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Garrett Collins	Dec '23	November-26
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	Christa Hoover	Dec '21	November-24
3 years	Hein Kruithof	Dec '23	November-26
3 years	Tommy Sheridan	Sept '22	November-24

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Jim Fritsch	May '24	November-24
3 years	Henk Kruithof	Nov '19, Dec '22	November-25
3 years	Aaron Hansen, Chair	Dec '21	November-24
3 years	Kara Rodrigues	Dec '23	November-26
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19, Dec '22	November-25
3 years	Jason Ellingson	Mar '23	November-25
3 years	Erin Cole	May '24	November-26

Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	Kris Ranney, PC member	Mar '23	appt'd by PC	November-25
3 years	Heather Hall, professional member	Aug '16, Feb '20, Mar '23		November-25
3 years	Sylvia Lange, NVE member	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	Christy Mog, professional member	Dec '23		November-26
3 years	Ashley Bivin, historical society member	Dec '23		November-24
3 years	Nancy Bird, professional member	Nov '17, Nov '18		November-24
3 years	Jim Casement, public member	Dec '21		
		Dec '23		November-26

seat up for re-election in Mar '24	vacant
board/commission chair	
seat up for re-appt in Nov '24	

(updated 07-29-24)