#### **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** March 5, 2025 @ 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 CMC 3.10.010 should be declared, then Mayor rules whether member should be recused, Council may appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

#### F. Communications by and Petitions from Visitors

- 1. Guest Speakers none
- 3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)

- 4. Student Council Report
- G. Approval of Consent Calendar (roll call vote)
- H. Approval of Minutes in consent calendar

#### I. Consideration of Bids/Proposals/Contracts

#### J. Reports of Officers

- 8. Mayor's Report
- 9. City Manager's Report
- **10**. City Clerk's Report: **a**. 2025 AML Conference Council member Wendy Ranney...... (page 7)
  - b. Cordova Fisheries Committee public notice seeking applicants...... (page 9)
  - c. Letter from Appraisal Company of AK regarding 2025 assessments...... (page 10)

#### K. Correspondence..... (see *primer* for description page 11) 11. 02-12-25 Letter from G. Mans regarding Cordova public library.......(page 12)

- 13. 02-18-25 DNR Scoping Notice possible revisions to aquatic farmsite leasing regulations...... (page 16)
- 14. 02-19-25 Email from C. Byrnes regarding quarterly art periodical.......(page 18)
- 15. 02-20-25 Mayor letter to congressional delegation regarding healthcare.......................(page 19)

	02-25-25 Mayor email to Governor supporting Tom Carpenter for Board of Fish re-appointment (page 23) 02-26-25 DOT&PF STIP Amendment #2 open for public review and comment (page 24)
	Ordinances and Resolutions  Ordinance 1229
	Unfinished Business Council action to issue an RFP for Lot 1, Block 7A of Tidewater
N.	New & Miscellaneous Business
<b>23</b> .	Council action to direct staff to make application for 2025 PIDP grant (voice vote)(page 51) for North Harbor project
24.	Council concurrence of Mayor's appointments to fill the
<b>25</b> .	Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists (page 62)

#### O. Audience Participation

#### P. Council Comments

#### Q. Executive Session

- **26**. Council Annual Review of City Manager Samantha Greenwood, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Greenwood has NOT requested a public session
- 27. Council Annual Review of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public 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, contact 907-424-6200 for assistance.

 $full\ City\ Council\ agendas\ and\ packets\ available\ online\ at\ \underline{www.cityofcordova.net}$ 

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

#### City Council Public Hearing February 19, 2025 @ 6:45 pm Cordova Center Community Rooms Minutes

#### A. Call to order

*Mayor David Allison* called the Council public hearing to order at 6:45 pm on February 19, 2025, in the Cordova Center Community Rooms.

#### B. Roll call

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

#### C. Public hearing

- 1. Ordinance 1227 An ordinance of the Council of the City of Cordova, Alaska, amending CMC section 5.10.080 "Maximum tax per transaction-the tax cap" to apply the tax cap to single invoices rather than single items or single transactions of service except as otherwise provided in the Cordova municipal code for service contracts, rentals, and bundled transactions, and to amend CMC 5.10.085 to remove reference to single service tax cap and single item tax cap
- 2. Ordinance 1228 An ordinance of the Council of the City of Cordova, Alaska, amending CMC 5.10.100 "Product based exemptions", CMC 5.10.210 "Exemption application and exemption authorization card", CMC 5.10.230 "Refunds", and repealing CMC 5.10.240 "Construction materials and services exemption and refund" to replace the reimbursement application process that applies to eligible construction materials and services and adopt an exemption card application process for such materials and services and amending CMC 5.10.100 to remove income reporting requirements for nonprofit organizations regarding sales by nonprofit organizations, which are not exempt from sales tax

*Mayor Allison* opened the hearing for public testimony on Ordinances 1227 & 1228 at 6:46 pm. There was no public testimony. *Mayor Allison* recessed the public hearing at 6:48 pm.

At 6:57 the Public Hearing was reconvened and there was still no members of the public interested in testifying.

#### D. Adjournment

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

Approv	ved: March 5, 2025
Attest:	
	Susan Bourgeois, CMC, City Clerk



# AGENDA ITEM 6 City Council Meeting Date: 3/5/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Kevin Johnson, Public Works Director			
DATE:	2/28/23			
ITEM:	Award of RFP# PW-25-01 CORDOVA 17 MILE LANDFILL SURVEY			
NEXT STEP	<b>P</b> : Council authorizes the City Ma	nager to negotiate this contract		
	ORDINANCE X MOTION	RESOLUTION INFORMATION		

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

A. Identity of Contractor: PND Engineers, INC.

B. Contract Price: \$29,630.00

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

The project includes survey of the landfill site including the boundary, the location of the active cells and monitoring wells. Topographic surveying will be included as well. The items included in this project are all requirements of DEC to be compliant with our landfill permit that is up for renewal this coming summer.

D. The time for performance under the contract.

The contract will be completed by May 15<sup>th</sup> unless weather conditions do not allow for the work to be completed by that date. If so, the project will be completed as close to that date as possible as weather conditions allow.

#### II. RECOMMENDED ACTION / NEXT STEP:

Council suggested motion "to direct the City Manager to negotiate a contract with PND Engineers, Inc. to provide the surveying services outlined in RFP PW-25-01, for a sum not to exceed Twenty Nine Thousand Six Hundred Thirty Dollars (\$29,630.00)".

**III. <u>FISCAL IMPACTS</u>:** This project was budgeted for in the FY 2025 budget passed by City Council through Resolution 12-24-37.

#### IV. BACKGROUND INFORMATION:

As part of the FY25 landfill permit renewal, Alaska Department of Environmental Conservation (DEC) is requiring that we have the landfill property surveyed. This survey is to include surveying and establishing the perimeter boundary of the property, as well as the boundary of the active refuse cells, asbestos cell, scrap metal pile, and location of other features such as buildings, gates, etc. We must also survey the horizontal and vertical location of the groundwater monitoring wells. Finally, a topographic survey must also be included including the creation of a Digital Terran Model.

A survey RFP was issued soliciting these services. At closing of the RFP submittal period, nine proposals were received from qualified firms. Following a review of the proposals by a review committee, PND Engineers, INC. was determined to be the best proposals based on experience with similar projects, firm profile and professional qualifications, project understanding / approach and timeline, past performance, and cost.

Per CMC 5.10.040, "No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the" the items described above in item I of this memo.

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

VI. <u>SUMMARY AND ALTERNATIVES:</u> Council could choose not to approve the contract. Failure to complete the survey will result in DEC not issuing a renewal of our landfill permit and the issuance of fines.

#### 7.10.040 Council approval of contracts.

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

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

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

#### 7.10.110 Solicitation and acceptance of bids.

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

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

Created: 2025-01-10 08:49:14 [EST]



## AGENDA ITEM 7

# City Council Meeting Date: 3/5/25 CITY COUNCIL COMMUNICATION FORM

FROM: DATE:	Susan Bourgeois, City Clerk 02/26/25 Council action on amendment to City Clerk's contract Majority voice vote		
ITEM: NEXT STEP:			
-	ORDINANCE X MOTION	RESOLUTION INFORMATION	

- I. REQUEST OR ISSUE: Council approval of amendment to Clerk's contract.
- **II.** <u>RECOMMENDED ACTION / NEXT STEP:</u> Council motion and second to approve the amendment to the Clerk's contract.
- III. <u>BACKGROUND INFORMATION</u>: Clerk's contract has been approved every 3 years since 2010, often in April. At the 2022 approval the contract had a term from April 4, 2022, through February 15, 2025. At the time the idea was to ensure an annual evaluation and renegotiation of a contract in 2025 would occur with the existing council before a possible turnover due to the March election. Unfortunately, the February 15, 2025, date came and went, and the evaluation and subsequent renegotiation of a contact has not yet occurred.
- **IV.** <u>LEGAL ISSUES</u>: Charter Section 2-6 City Clerk. And Cordova Municipal Code Chapter 3.16 City Clerk are attached. CMC 3.16.010 states the Clerk shall be appointed by a majority of all, therefore an amendment to a contract should also be approved by a majority of all. Per Cordova Municipal Code 3.12.080 Meetings-Passage of Proposals... *The council shall vote on a roll call vote where a majority of all members is required, or upon request of any council member*. Therefore, this is slated for a roll call vote tonight.
- V. <u>SUMMARY AND ALTERNATIVES</u>: Council can approve the amendment and then renegotiate and approve a new contract with the Clerk before May 21, 2025, or City Council could choose not to approve the amendment.

#### FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to the Employment Agreement by and between the City of Cordova, Alaska, ("Cordova"), a municipal corporation, and Susan Bourgeois ("Clerk"), is made effective as of February 15, 2025 ("Effective Date").

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Employment Agreement dated April 4, 2022 ("Agreement"); and

WHEREAS, the Agreement expired by its terms on February 15, 2025; and

WHEREAS, Cordova and Clerk wish to amend the Agreement to provide for a temporary extension of the Agreement until the earlier of May 21, 2025, or the date the parties agree to a new employment agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

- 1. <u>TERM</u>. The term of the amended Agreement is from February 15, 2025, to the earlier of: May 21, 2025, or the date the parties agree to a new employment agreement unless the Agreement is terminated earlier pursuant to Section Four, Paragraph 2 of the Agreement.
- 2. **SAVINGS CLAUSE**. Save and except as hereinabove expressly amended, the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Council of the City of Cordova has caused this First Amendment to be signed and executed on the City Council's behalf by its Mayor and duly attested by its City Manager, and Susan Bourgeois has executed this First Amendment for and on behalf of herself, as of the Effective Date.

Date:
Date:
Susan Bourgeois, City Clerk

2025 ALASKA MUNICIPAL LEAGUE CONFERENCE Conference Summary Wendy Ranney February 14, 2025

I would like to thank the City of Cordova for allowing me to go to Anchorage and participate in the AML Conference it is a wonderful opportunity for training, networking, and all things local government. I do feel that all of the Council Members should at minimum, do the newly elected officials training.

I decided to attend the Newly Elected Training again this year as the information is a great refresher. It starts with an entire day online with sessions on Budgets and Government Accounting, Lobbying Effectively, Ethics and Conflict of Interest, and finishes with a deep dive into Title 29 for beginners and for Experts.

The in-person conference begins in Early December and has another day of Newly Elected Officials Training. The topics covered in these sessions were Quasi-Judicial Role and Ex-Parte Contact, Open Meetings Act, Intro to AML, Roles and Responsibilities of Municipal Officials and Parliamentary Procedure. Taking these sessions in person is a huge benefit because you hear questions from other communities and or get to see how similar local governments are handling things.

I was able to attend the Conference of Mayors and attended two sessions that I felt were relevant to our community. Exploring Economic Mobility – Run by the National League of Cities, and Workplace Culture. Both of these were very interesting, and I was so excited with what National League of Cities is doing that I am now part of the NLC's Constituency Group, Women In Municipal Government.

The rest of the Conference has a host of Concurrent Sessions, and you can pick one and stay thru the entire thing or move from room to room. The following list of sessions were chosen by me due to their relevance to our community.

- -Integrating Land Use, Housing, Policy & Zoning
- -Finding Hidden Resources: Funding and Partnerships for Housing
- -Program Session for Transportation Financing Plan for Alaska
- -Workforce-Doing Less with Less and How to Prioritize
- -Tourism: Do Healthy Public Pocketbooks Make Healthy Communities?
- -Leveraging Data Tools and Techniques for the Municipal Process
- -Public "Camping" & Managing Instability in your Community (learning about successful approaches to tackling housing instability, collaborations with social service non-profits to find solutions, and policy adjustments to effectively manage challenges in your community.)
- -Public Comment: The Good, The bad, The Legal

-Strategic Communications (Effective strategies for outreach and engagement using a variety of mechanisms.

I participated in Regional Meetings between the Aleutians, Kodiak and Prince William Sound working on the potential for partnerships and learning how similar communities are dealing with their issues and celebrating their successes.

And finally, I attended a Legislative Update with Senator Gary Stevens and Representative Bryce Edgmon as well as a Legislative and Resolution update looking at Priority and Position statements and Resolutions.

The Venue was littered with Vendors and during break outs I was able to chat with quite a few Vendors, a few of the representatives that are listed here either provided info at the conference or I am in contact with via email and proved to be very informative.

- -Alaska Recreation & Parks Association
- -UAS Business & Public Administration
- -Alaska Office of Procurement
- -Alaska Municipal Health Trust
- -Caselle
- -USDA- National Resources Conservation Service
- -Providence Imaging Center
- -Regulatory Commission of Alaska
- -Alaska Energy Authority
- -Alaska Geospatial Council
- -National League of Cities- Local Infrastructure Hub
- -Northwest Playground
- -Altman Rogers & Co.
- -Alaska Housing Finance Corporation
- -Denali Commission

Again, I cannot recommend this Conference enough, and I strongly believe that each Council Member should attend the Newly Elected Officials training at least once during their tenure as Councilman.

Thank you to the Cordova for letting me get this very relevant and educating experience.

# THE CORDOVA FISHERIES COMMITTEE

## Needs you!

Apply for a seat on this important City committee and become a key adviser to the Cordova City Council on fisheries-related issues in Prince William Sound.

Ideal applicants are Area E permit holders, or representatives from industry such as: ADF&G, Processing, Marine Transportation, Fishermen's Union, Aquaculture, Fisheries Education



# Contact the City Clerk's Office

907-424-6248 cityclerk@cityofcordova.net







Fax (907) 563-1368

## Appraisal Company of Alaska

ANCHORAGE, ALASKA 99503 office@appraisalalaska.com

I am writing to provide an overview and explanation of the 2025 property assessment values within the City of Cordova for the current assessment year. Our evaluations indicate that the overall market continues to grow despite the high cost of living and rising interest rates.

As mandated by the State of Alaska, we are required to assess property at its full and true market value, which means our valuations should reflect 100% of the market value. The average ratio of assessed value to market value stands at 89.8% for residential properties, underscoring our commitment to fair and accurate property valuation.

This year, most of the residents will not see any change in assessment values. The only changes will be in some parts of the town land values, MBHM and Condos were reviewed. These changes are derived from comprehensive reviews based on various factors including location and size.

It is important to note that adjustments in other values are attributed to factors beyond market value fluctuations, such as new construction and property improvements. The only market-related adjustments this year pertain exclusively to Condos and MBHM.

The assessment adjustments are based on a thorough analysis of market trends and sales data pertinent to our local real estate market. This year, we recorded 78 property deed changes, which aligns with the average from previous years.

Understanding these trends is crucial for property owners, as they directly impact property taxes. We are committed to transparency in our assessment processes and are available to discuss any concerns or questions regarding individual assessments or general valuation trends within Cordova.

For detailed inquiries or specific issues related to your property assessment, I encourage you to contact our office directly. Our team is here to assist you with any information you require and to help clarify how these recent adjustments may affect your property's assessed value.

Sincerely, Mike Renfro & Martins Onskulis & Arne Erickson Assessors Office, Appraisal Company of Alaska

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

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

#### What gets published in Council packets as Correspondence?

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

#### What does not get published in Council packets as Correspondence?

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

#### More information about items 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 <a href="mailto:cityclerk@cityofcordova.net">cityclerk@cityofcordova.net</a>)
- 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 <a href="mailto:cityclerk@cityofcordova.net">cityclerk@cityofcordova.net</a>, 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.

 From:
 David Allison

 To:
 Susan Bourgeois

 Subject:
 Fw: Cordova Library.docx

**Date:** Wednesday, February 12, 2025 10:31:00 PM

Attachments: Cordova Library.docx

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: Greg Mans <gmans.hes@gmail.com>
Sent: Wednesday, February 12, 2025 5:27 PM
To: David Allison <mayor@cityofcordova.net>

**Subject:** Cordova Library.docx

Would you please consider this letter as regards to the Challenge with personnel and change at the City of Cordova public library. Thank you so much. Greg Mans

Sent from my iPhone

February seven, 2025

**Greg Mans** 

Former resident and current recipient of Cordova public library programs.

Dear City of Cordova -

City manager, City Council and interested parties,

My name is Greg, I lived in Cordova for over a decade as fisherman, Community member and substitute teacher, lover of the area mountains, rivers and ocean and that little town. My life changed following a very serious injury 3 1/2 years ago which made life in Cordova no longer possible, at least for now –yet I still find myself involved with the community through the Cordova public library and some of their programs, particularly the monthly poetry Group and the quarterly art journal called "the catch". I am thankful for this. Very thankful for this.

I have followed the story and journey surrounding the Library and personnel. It seems all involved have been discouraged and frustrated by the process and results less than what most interested parties have hoped.

For this I am sorry for I believe the end goal of all parties is a similar one –what's so special about the Cordova community are the people and the passion and care that seems to be behind each of the wonderful elements of the city.

Perhaps it is the process and the way we have been trying to get there which has been the Area of disagreement to point.

A building, books and magazines isn't a library. Or at least it doesn't bring a library to its full potential...

Perhaps it is passion, Community involvement and creativity by caring individuals that bring the library to the upper notch potential. If a questionnaire went out to the community: from parents to children to senior citizens and visiting fishermen, etc. asking about the performance and effectiveness of the library over the past five years –I expect you would have overall wonderful reviews. It's not just because of the fresh poured concrete by any means. It seems clear the people involved is the difference in making library such a spectacular resource for so many years.

The group of individuals –Anna, Anna and Jillian who have decided not to accept the methods in which change has occurred – have touched the community with their contributions and passion, me included.

I encourage with this letter to consider revising the process we have been using to introduce change to the library and involve more deeply those who are and have been on the ground, working day to day – as a former fisherman, I couldn't just hop in the boat and go –for the boat to serve me, I had to serve it or else eventually it would break down and not perform at its upper level. The library is much the same.

I hope this letter demonstrates and exhibits my support and the proposition to begin the process over again and learn from this experience –call back those three passionate individuals and try again as a team joint.

Captain of a boat Will ask the engineer just what it is the engine needs to be successful, not just pour the throttle down and ask for steam.

Consider jointly developing a road based on those goals, values and mission that will consider all that is necessary for sustainable, positive and impactful Library programs.

Thank you for your dedication and commitment to the great City of Cordova..

Sincerely, Greg Mans 231-531-2046 GMans.HES@gmail.com From: Paula Payne
To: Susan Bourgeois

**Subject:** Vote on Harbor Entrance lot (lot 1 block 7a tidewater development lot)

**Date:** Tuesday, February 18, 2025 3:33:48 PM

Susan, Please put this thank you note below in the City Council Packet. Thank you:)

Dear City Council,

Thank you for your vote to decline the sale of the harbor entrance lot to a private entity. I appreciate the Council's collective wisdom in understanding the true value of that lot. It is worth much more than \$300,000; it is a *priceless* lot. It is the welcoming entrance to our fair city.

As such, the lot ought to remain a green space in the public domain, owned by and for the citizen's of Cordova. Perhaps, with a covered picnic shelter with multiple picnic tables for public use, and as a rental for weddings and graduations. There are several non profits in town who have expressed interest in helping to make a cover picnic shelter happen on that spot. (Cordova Covered Spaces, The Pioneers, and the The Cordova Historical Society to name a few)

If that lot is sold into the private sector for a low price, it might be flipped and sold for a profit to a less desirable entity.

Thank you again for your wise vote in this matter, and your dedication and service to Cordova.

Paula Payne



### NOTICE OF PUBLIC SCOPING FOR POSSIBLE UPDATES AND REVISIONS TO AQUATIC FARMSITE LEASING REGULATIONS

#### **Alaska Department of Natural Resources**

February 18, 2025

The Alaska Department of Natural Resources (DNR, Department) is considering updating the regulations implementing AS 38.05.083 relating to aquatic farming and hatchery site leases. The Aquatic Farmsite Permits and Leases regulations can be found in the Alaska Administrative Code at 11 AAC 63.

The Department is undertaking this scoping process to ask the public for their ideas and suggestions before the Department undertakes the task of drafting any specific proposed regulations for public review. Written input must be received no later than 5:00 p.m. on March 20, 2025. If DNR undertakes revisions to these regulations, there will be an additional timeframe to provide comments on the proposed regulations.

#### **Background Information**

On October 9, 2024, <u>House Bill 329</u> was signed into law by the governor (Chapter 31, Session Law of Alaska 2024) and became effective on November 20, 2024. The bill related to state tideland leases, geoduck seed transfers, and aquatic farming or related hatchery operation site leases.

House Bill 329 can be viewed here.

The legislative history of House Bill 329 can be viewed on the Alaska Legislature's website here.

The department is now considering updating regulations to implement the statutory changes made in House Bill 329. Additionally, the department is considering updating the provisions of the commercial use requirement in 11 AAC 63.030(b) (Aquatic farmsite lease applications) and 11 AAC 63.110(7) (General lease provisions).

The existing Aquatic Farmsite Permits and Leases regulations can be reviewed <u>here</u>.

#### What information is DNR requesting?

The purpose of this notice is to ask the public for their input before the Department undertakes the task of revising aquatic farmsite leasing regulations.

Specifically, the Department is interested in ideas that will modernize and remove outdated requirements.

The public is encouraged to provide specific wording to be changed, added, or removed from the current regulations. When providing information, please be as specific as possible. For example, if the information is from a published study, please provide a copy of the study or a complete reference citation so that DNR staff can obtain a copy for consideration.

Specifically, we invite the public to respond to the following prompts:

11 AAC 63.030(b) Aquatic farmsite lease applications 11 AAC 63.110(7) General lease provisions

- Should the provisions of the commercial use requirement be modified from the current requirement stating that a lease must make annual sales equal to \$3,000 per acre or \$15,000 per farm, whichever is less, by the 5<sup>th</sup> year of the lease term?
- Should the 5-year deadline be changed?
- Should commercial use be defined in monetary terms, based on culture activities, or both?

#### How will DNR use the information I provide?

The Department will carefully review all input received during this scoping period. If DNR undertakes revisions to these regulations, there will be an additional timeframe during which the public may provide comments on the proposed regulations.

#### How can I find out more information?

#### Website

Visit the DNR project website for background information and links to current statutes and regulations:

https://dnr.alaska.gov/mlw/aquatic/regrevision/

#### **Public Meeting**

DNR will host a public meeting on March 11, 2025, from 4:30-6:30 pm at the Atwood Conference Center Room 106 in Anchorage (Robert B. Atwood Building, 550 West 7th Avenue, Anchorage, AK 99501).

You may register for this meeting here:

https://events.gcc.teams.microsoft.com/event/c1fc289 9-a6be-407e-914e-3e6436196038@20030bf6-7ad9-42f7-9273-59ea83fcfa38

The meeting will include a brief presentation by DNR followed by a question-and-response session with the public. After, there will be an opportunity for participants to submit feedback as time allows. The public is invited to observe, learn, and ask questions.

You do not have to attend in person. A virtual option will be available for participation or observation. A recording of the public meeting will be posted on the project website.

For a virtual forum link and for location and parking information, visit the DNR project website at:

https://dnr.alaska.gov/mlw/aquatic/regrevision/

#### How do I submit information or feedback to DNR?

By mail: Alaska Department of Natural Resources

Division of Mining, Land & Water

Program Support Section 550 W. 7th Avenue, Suite 1070 Anchorage, AK 99501-3579

By email: dnr.aquaticfarm.regulations@alaska.gov

Submit written comments by 5:00 pm on March 20, 2025.

Please note that information provided will be subject to inspection, copying, and distribution as public records under Alaska Statute 40.25.110 – 40.25.220. Do not include information that is not appropriate for public consumption.

The State of Alaska, Department of Natural Resources, complies with Title II of the Americans with Disabilities Act of 1990. If you are a person with a disability who needs special accommodation to participate in this process, please contact the Division of Mining, Land and Water at 907-334-2683 no later than March 10, 2025, to ensure that any necessary accommodations can be provided.

From: <u>David Allison</u>

To: Susan Bourgeois; Sam Greenwood

Subject: Fw: Jillian Gold

**Date:** Tuesday, February 25, 2025 3:07:44 PM

#### Council and manager

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:** Chris Byrnes <chrisbyrnes84@gmail.com> **Sent:** Wednesday, February 19, 2025 4:57 PM **To:** David Allison <mayor@cityofcordova.net>

Subject: Jillian Gold

There are not many cities that have their own quarterly art periodical where their citizens can express themselves. Because of Jillian Gold Cordova had one. She was a dedicated public employee who will be impossible to replace. As mayor, public employees being treated poorly is your problem. An apology or a thank you or some sort of recognition that all the hard work she has done matters would mean a lot.

Sincerely, Chris Byrnes



February 20, 2025

The Honorable Senator Murkowski 522 Hart Senate Office Building United States Senate Washington, D.C. 20510 The Honorable Senator Sullivan 302 Hart Senate Office Building United States Senate Washington, D.C. 20510 The Honorable Representative Begich 153 Cannon House Office Building United State House of Representatives Washington, D.C. 20515

Dear Congressional Delegation,

On behalf of the City of Cordova, I am writing to share our experience with health coverage for our municipal employees. We noted Senator Murkowski's interview with Nat Herz in The Northern Journal of January 2, 2025, and wanted to reinforce the message that "we're not heading in the right direction."

The City of Cordova has 69 employees who are eligible for health care coverage. The municipality currently pays for 92 percent of employees' health care premiums. We have been charged these increases over the past two successive years:

from 2024-2025, 35 percent increase from 2023-2024, 14.14 percent increase

That's a total, cumulative increase of 49.14 percent, in just two years. As you noted, there's a lack of true competition in the Alaska healthcare coverage market, and that shows in these figures. We are paying more and more every year for the same level, if not a reduced level, of medical care for our employees. We are struggling with how to reconcile reduced city revenues with dramatically rising employer expenses -- due to healthcare costs -- that don't necessarily translate into improved care.

We tried operating our own insurance pool through a third-party administrator for a few years but found that it was not cost effective because of excessive claims.

We appreciate your taking our experience at the municipal level into account as you and your colleagues consider policy solutions to this nationwide problem.

Sincerely,

David Allison, Mayor

601 First Street

PO Box 1210

Cordova, Alaska 99574

Telephone (907) 424-6200

From: Sylvia Lange
To: Susan Bourgeois
Subject: Harbor Entrance Lot

Date: Saturday, February 22, 2025 8:50:04 AM

#### Dear City Council,

I support keeping this unique and valuable lot as a public use space owned by the City. The harbor and waterfront in Cordova have few reserved public spaces. Most of our waterfront is privately owned or actively used for harbor and port industry & facilities. This entrance lot is unique and beautifully situated as a spot for the public use and can be a source for community pride. It needs more input as to that use, and a great community project. Respectfully submitted,

Sylvia Lange

Sent from my iPhone

#### LETTER OF SUPPORT FROM THE

### PIONEERS OF ALASKA WOMEN'S IGLOO #5

February 24, 2025

City Council City of Cordova

Re: Cordova Covered Spaces

Dear Mayor and City Council;

It was recently brought to our attention that the Harbor Entrance lot is again up for community input.

Several years ago we supported a proposal for a covered community picnic shelter at the Harbor Entrance lot. We still want to see a community picnic shelter on that spot. The harbor entrance is a beautiful location and a community picnic shelter would be an asset and point of pride for Cordova.

Currently our town is severely lacking places protected from the weather for people to eat lunch, participate in drawing and artistic endeavors, sit and relax, watch the fishing fleet, or simply enjoy the scenic views within walking distance of town.

Please give the Harbor Entrance lot serious consideration as the location for a covered community picnic shelter. Your full support, financial and otherwise, would be greatly appreciated.

Thank you.

Sincerely yours,

Cecilia Wiese

President of Igloo #5 Pioneers of Alaska

CC: Cordova Parks and Recreation Board

 From:
 Sylvia Lange

 To:
 Susan Bourgeois

 Subject:
 EAS-CDV

**Date:** Tuesday, February 25, 2025 7:14:55 AM

#### **ESSENTIAL AIR SERVICE (EAS)**

We are an EAS service town. Please enter this discussion and urge all Cordovans to likewise. "Essential" is putting it mildly.

This program is at risk of being cut! It was put into place to ensure consistent and reliable air transportation service, requiring certified air carriers to maintain a minimum level of scheduled air service. Currently, roughly 200 airports in Alaska are determined EAS communities with a required minimum weekly flights, and 65 of those receive subsidies or grants through the program (thus lower fares/freight rates).

The House Budget Committee has identified it as a proposed program to cut in an effort to cut down on government spending.

Reach out to the Alaska delegation--let them know why the EAS program is important to you and the need to advocate on our behalf!

Lisa: https://www.murkowski.senate.gov/contact/email Dan: https://www.sullivan.senate.gov/contact/email

Nick: https://begich.house.gov/address authentication?form=/contact/email-me

Read more about EAS: https://www.transportation.gov/policy/aviation-policy/small-community-rural-air-service/essential-air-service

Sent from my iPhone

From: <u>David Allison</u>

To: governor@gov.state.ak.us; Boards@alaska.gov

Cc: <u>Susan Bourgeois</u>

Subject: Tom Carpenter -Re-appoint to Board of Fish Date: Tuesday, February 25, 2025 4:07:25 PM

#### Greetings Governor Dunleavy,

As Mayor, supported by the Cordova City Council, I am honored to request your support and re-appointment of Tom Carpenter to the Alaska Board of Fish, continuing his service on this Board for another term.

As you know, Tom Carpenter has been a valuable member of this Board during his initial term. He has experience from Sport, Commercial, Personal and Subsistence user groups. He has served various capacities on the Board including Vice Chair at the recent December meetings held in Cordova.

We trust that Tom will continue serving with integrity for the benefit of all user groups and ultimately, the State of Alaska.

Thank yoy for your service to our State and we look forward to continue working with you in the future.

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: McCarthy, Shannon K (DOT)

To: McCarthy, Shannon K (DOT)

Subject: Alaska DOT&PF STIP Amendment #2 open for Public Review and Comment

**Date:** Wednesday, February 26, 2025 10:03:34 AM

Attachments: image002.png image003.png

stip amd 2 flyer.pdf

# Alaska Department of Transportation & Public Facilities (DOT&PF) 2024-2027 Statewide Transportation Improvement Program (STIP) Amendment #2 is available for public review and comment.

DOT&PF's STIP is a vital planning tool for the state as it guides efforts to maintain, enhance, and expand Alaska's transportation system. It is a comprehensive document that outlines transportation programs and projects scheduled for implementation over a four-year period. These initiatives encompass a wide range of activities, including highway improvements, bridge repairs, waterway projects, public transportation enhancements, and more.

The STIP is also a valuable tool for the public. It offers a clear and concise overview of planned transportation projects, providing visibility and transparency to Alaskans. By understanding the projects outlined in the STIP, individuals can stay informed about upcoming improvements in their communities, make necessary arrangements, and provide valuable feedback on proposed initiatives. This transparency is also important for our contracting and consulting partners across the state, allowing their businesses to thrive with confidence in the expected work opportunities in the coming years.

# The STIP Amendment #2 Public Comment period is open through Thursday, March 20, 2025.

To learn more about the STIP, visit our STIP page: <a href="dot.alaska.gov/stip">dot.alaska.gov/stip</a>
The STIP Amendment #2 documents and public comment portal are located here: <a href="https://dot.alaska.gov/links/pdp/">https://dot.alaska.gov/links/pdp/</a>

The press release on the STIP Amendment #2 can be viewed here: <a href="https://dot.alaska.gov/comm/pressbox/arch2025/PR25-0007.shtml">https://dot.alaska.gov/comm/pressbox/arch2025/PR25-0007.shtml</a>

#### You may submit comment in a variety of ways:

• ONLINE: <a href="https://dot.alaska.gov/links/pdp/">https://dot.alaska.gov/links/pdp/</a> or <a href="https://dot.alaska.gov/stip">dot.alaska.gov/stip</a>

• **TEXT:** 855-925-2801 - Text "STIP" to start your message

• **EMAIL:** dot.stip@alaska.gov

• CALL: 855-925-2801 & use PIN 2191 to leave a message

• Traditional Mail:

STIP Team

Alaska Department of Transportation & Public Facilities 550 W. Seventh Avenue, Ste. 295

Anchorage, Alaska 99501





#### -Shannon

Shannon McCarthy
Communication Director
Office of the Commissioner
Alaska Dept. of Transportation & Public Facilities
550 W. Seventh Avenue, Ste. 295
Anchorage, Alaska 99501
(907) 388-8087 cell

Keep Alaska Moving



### AGENDA ITEM # 21 City Council Meeting Date: 03/05/25

CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday February 26, 2025

ITEM: Ordinance 1229 - Lease with Option to Purchase Lot 15A, Block 5, Odiak Park

(Center Drive), second reading

**NEXT STEP:** Decision on Adoption of Ordinance 1229

X ORDINANCE INFORMATION RESOLUTION MOTION

I. REQUEST OR ISSUE: Requested Actions: Decision on Ordinance 1229

Legal Description: Lot 15A Block 5 Odiak Park (Center Drive)

Area: Approximately 10,584 Sq. Ft. Zoning: Medium Density Residential

**Attachments:** Ordinance 1229, Lease Agreement and Exhibits

**II.** <u>RECOMMENDED ACTION / NEXT STEP:</u> Staff suggest the following motion: "I move to adopt Ordinance 1229."

**III. <u>FISCAL IMPACTS</u>:** Applicant will pay \$541.66 per month in lease payments. These payments will count towards the purchase price of the property if the proposed development is completed within five (5) years from the date of the execution of the lease. Applicant will also pay possessory interest property tax during the term of the lease.

**IV. <u>BACKGROUND INFORMATION</u>:** Emily Anderson submitted a Letter of Interest to purchase Lot 15A, Block 5, of the Odiak Park Subdivision, located at 919 Center Drive, for the purpose of constructing a duplex. She would live in one side and rent out the other side.

The property is zoned Medium Density Residential which allows for one, two, and multifamily dwellings and boarding houses.

ORDINANCE 1229 LEASE WITH OPTION TO PURCHASE LOT 15A, BLOCK 5, ODIAK PARK SUBDIVISION (919 CENTER DRIVE)

At the July 09, 2024, Regular Planning Commission meeting, the letter of interest from Emily Anderson was reviewed and a recommendation was made to the Council to enter into direct negotiations to dispose of the lot.

At the August 07, 2024, Regular Council meeting it was decided to go to direct negotiations to dispose of the property based on the following motion:

Council action on disposal and method of disposal of Lot 15A, Odiak Park Subdivision.

**M/Kinsman S/Jones** to dispose of Lot 15A Block 5 Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060B 1. (now 7.40.060B 1.) by negotiating an agreement with Emily Anderson to lease or purchase the property.

Vote on the motion: 5 yeas, 1 nay (Bailer), 1 absent (Sherman). Motion was approved.

On August 16, 2024, the property was appraised by Appraisal Company of Alaska and that is how we arrived at the fair market value of \$65,000. The contract was negotiated by Staff with the parties and the final agreement was sent on February 03, 2025, for attorney edits and review. The contract was received back from the attorney on February 10, 2025, and is now before you for your consideration.

V. <u>LEGAL ISSUES</u>: The lease has been reviewed by the City's legal counsel and has been updated to the current version that is attached.

VI. <u>SUMMARY AND ALTERNATIVES</u>: City Council could choose to not approve the lease agreement as presented, direct staff to amend the lease agreement, or choose not to lease the property at all.

#### VII. ATTACHMENTS:

- A. Ordinance 1229
- B. Lease Agreement and Exhibits A & B

#### CITY OF CORDOVA, ALASKA ORDINANCE 1229

# AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN-YEAR LEASE WITH OPTION TO PURCHASE WITH EMILY ANDERSON AND SKYLER NEWMAN, FOR LOT 15A, BLOCK 5 OF ODIAK PARK SUBDIVISION

WHEREAS, it is in the City of Cordova's interest to enter into a lease with option to purchase for Lot 15A Block 5 Odiak Park Subdivision, See Exhibit A ("Property") with Emily Anderson and Skyler Newman, for the uses specified in the lease with option to purchase agreement, between the City of Cordova, Alaska ("City") and Emily Anderson and Skyler Newman attached to this ordinance as Attachment A ("Lease"); and

WHEREAS, Emily Anderson submitted a letter of interest to purchase Lot 15A Block 5 Odiak Park Subdivision ("Property") from the City of Cordova ("City"); and

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

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

WHEREAS, The City Council Authorized the City Manager to negotiate a Lease with Option to Purchase with Emily Anderson and Skyler Newman; and

WHEREAS, A Lease with Option ("The Lease") to Purchase was negotiated by both parties in good faith and is now before the City Council for consideration; and

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

Section 1. The City Manager is authorized and directed to lease with option to purchase with Emily Anderson and Skyler Newman, in accordance with the terms in the Lease with Option to Purchase as attached as Exhibit A to this ordinance. The form and content of the Lease with Option to Purchase 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 Lease reflecting the terms in the Lease with Option to Purchase on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease with Option to Purchase 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.

<u>Section 3</u>. 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: February 19, 2025
2nd reading and public hearing: March 5, 2025

PASSED AND APPROVED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_ 2025.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

#### CITY OF CORDOVA Cordova, Alaska

#### **LEASE WITH OPTION TO PURCHASE**

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and Emily Anderson and Skyler Newman ("Lessee").

#### RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska and legally described as *Lot 15A*, *Block 5,4 of Odiak Park located at 919 Center Drive*, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-072-848 (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

#### 1. LEASE OF PREMISES

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

#### 2. LEASE TERM

The Lease Term will be (10) years, commencing on February XX, 2025, (the "Commencement Date") and terminating at 11:59 p.m. on February XX, 2035, unless earlier terminated in accordance with the terms of this Lease (sometimes hereinafter referred to as the "Lease Term"). The Lease does not provide a lease renewal option.

#### 3. RENT

A. <u>Base Rent</u>. The annual rent for the first five years of the Lease Term will be Sixty Five Thousand Dollars and Zero Cents (\$65,000.00), payable in monthly installments of Five Hundred Forty One Dollars and Sixty Six Cents (\$541.66) ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind

and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. <u>Additional Charges</u>. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

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

- C. <u>Late Fee.</u> Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.
- D. Adjustment of Base Rent. Beginning on the fifth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the fifth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from the commencement date of this lease to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

#### 4. USES AND CONDITION OF PREMISES

A. <u>Authorized Uses</u>. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan (Attachment B), and using the constructed buildings and structures as well as the undeveloped land only as specified in the development plan. The Lessee shall give prior written notice to the City of any proposed changes to the site development plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time

to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

- B. <u>Compliance with Laws</u>. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.
- C. <u>Lessee's Acceptance of Premises</u>. Lessee represents, warrants and acknowledge that it has inspected the Premises to its complete satisfaction and is familiar with its condition, and that the City makes no representations or warranties, express or implied, with respect thereto, including, but not limited to, the condition of the Premises (including environmental condition) or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, CONDITION WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 9.65.070, or any amendment thereto.

#### 5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

- A. <u>Development Plan</u>. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. This Lease 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 Lessee'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. <u>Substantial Completion</u>. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by February X, 2030, which is

Five (5) years after the Lease's Commencement Date. As used in this Lease, 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 Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, AND Lessee has provided to the City certificates of inspection from certified inspectors showing that the following inspections have been performed and that construction meets the codes adopted by the City in Cordova Municipal Code Title 16. The following inspections are the minimum required: any and all inspections that are required for financing construction of the improvements provided for in the site development plan. These inspections shall be provided to the City within five (5) days of providing them to the entity financing the build. Certificates of inspections and the listed 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. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by February X, 2030, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

#### 6. REPRESENTATIONS AND WARRANTIES

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

#### 7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent may be withheld in the City's absolute discretion. This Lease is subject and subordinate to any mortgages or trust deeds now and hereafter made against the Premises by the City and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security thereof, provided that, and as a condition thereto, City shall deliver to Lessee from the holder thereof a subordination non-disturbance and attornment agreement in a commercial reasonable form.

#### 8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real

property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

#### 9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. During the Lease Term, the City may enter the Premises at reasonable times, with or without prior notice, to post notice(s) of non-responsibility on the Premises. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

#### 10. INDEMNIFICATION

- A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, or invitees, including, but not limited, to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorneys' fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.
- Environmental Release and Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines,

judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, 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 Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

As used in this Lease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is otherwise 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.

#### 11. INSURANCE

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

- A. <u>General Liability</u>. General liability insurance in respect of the Premises and naming the City as an additional insured, with minimum limits of liability of not less than One Million and 00/100 (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million and 00/100 Dollars (\$1,000,000.00) for property damage for each occurrence; and
- B. Other Insurance. Such other and additional insurance policies and coverages that are mandated by the bank or other lending institution financing the construction of the structures and improvement provided for in the Lessee's site development plan, together with such other and additional insurance policies and coverages as may be reasonably requested by the City during the term of this Lease.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

#### 12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option to purchase (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

In the event that the City does not exercise its option provided in the immediately preceding paragraph, upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair, at Lessee's sole cost and expense, any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

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

## 13. DEFAULT AND REMEDIES

- A. <u>Default</u>. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Lessee:
- i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;
- ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;
- iii. Lessee's failure to substantially complete the site development plan, including the timely submission of certificates of inspection from certified inspectors as required by Section 5;

- iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;
- v. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof); Lessee's interest in the leasehold estate (or any portion thereof); or Lessee's operations on the Premises (or any portion thereof), by reason of Lessee's insolvency;
- vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;
- vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;
- viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or
- ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.
- B. <u>Remedies</u>. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:
- i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;
- ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence

in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises with process of law and without a breach of the peace and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

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

#### 14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

# 15. VACATION BY LESSEE

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

#### 16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress

and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

#### 17. SIGNS

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

### 18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

## 19. EMINENT DOMAIN

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

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

#### 20. COSTS

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

### 21. BUYER'S OPTION TO PURCHASE

- A. <u>Option.</u> The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.
- B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.
- C. <u>Exercise of Option</u>. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.
- D. <u>Conditions to Exercise Option</u>. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the building as described in the site development plan attached as Exhibit B is substantially completed as defined in section 5.B including the submission of all certificates of inspection from certified inspectors.
- E. <u>Purchase Price</u>. Lessee shall have the right to purchase the Premises for \$65,000.00 ("Purchase Price") until the fifth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the fifth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before February 31, 2030, the payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after February 31, 2030, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.
- F. <u>Closing Date.</u> The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.
- G. <u>Closing</u>. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and

enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, escrow fees, recording fees, and title insurance costs, will be paid by Lessee.

- H. <u>Cooperation for Consummating the Option.</u> If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.
- I. <u>City's Right of First Refusal.</u> In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises must contain at least the following minimum terms and conditions (and such other terms as may be reasonably requested by the City):
- i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.
- or otherwise dispose of the Premises 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, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

#### 22. MISCELLANEOUS

A. <u>Time Is of the Essence</u>. Time is of the essence for this Lease and of each provision hereof.

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

#### TO CITY:

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

#### TO LESSEE:

Emily Anderson and Skyler Newman P.O. Box 1313 Cordova, Alaska 99574 (907) 687-3040 (541) 272-9978 emilysanderson21@hotmail.com skylernew21@gmail.com

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

- F. <u>Captions</u>. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.
- G. <u>No Waiver of Breach</u>. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. No failure by the City to insist upon the strict performance of any term, covenant, or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or

condition. No waiver of any breach shall modify, effect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

- H. <u>Survival</u>. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.
- I. <u>Partial Invalidity</u>. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- J. <u>Successors and Assigns</u>. The terms, covenants, and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.
- K. <u>Estoppel Certificates</u>. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional Charges have been paid in advance.
- L. <u>Recordation of Lease</u>. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.
- M. <u>Authority</u>. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.
- N. <u>Exhibits</u>. Exhibits A and Exhibits B to this Lease are specifically incorporated into the Lease.
- O. <u>No Third-Party Beneficiaries</u>. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories, successors, or permitted assigns of signatories to this Lease.
- P. <u>Interpretation</u>. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.
- Q. <u>Counterparts</u>. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

R. <u>Attorneys' Fees</u>. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

CITY:	CITY OF CORDOVA
	By:SAMANTHA GREENWOOD
	Its: CITY MANAGER
LESSEE:	
	EMILY ANDERSON  SKYLER NEWMAN
	SKIZEKKEWATA

#### Exhibit A

## **Leased Premises**

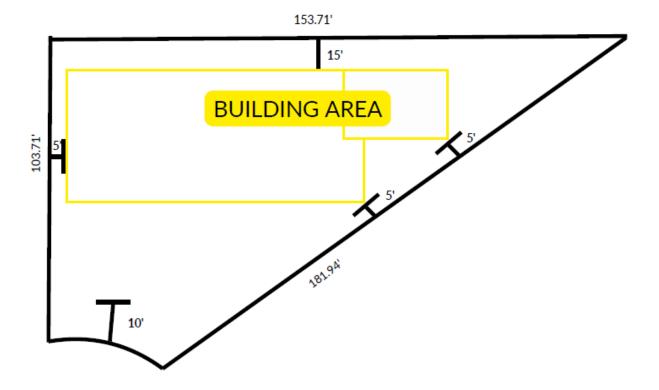


## **Exhibit B**

# **Development Plan**

We plan to build a two-unit building, encompassing approximately 2,500 square feet. One unit with three bedrooms and two bathrooms, covering about 1,750 square feet with the second unit including one bedroom and one bathroom, totaling around 750 square feet.

The structure will be built somewhere within the yellow boundary indicated by the drawing.





# AGENDA ITEM # 22

# City Council Regular Meeting Date: 03/05/2025 CITY COUNCIL COMMUNICATION FORM

FROM:	Amanda Hadley Coward - City Planner Wednesday February 26, 2025			
DATE:				
ITEM:	Land Disposal – Lot 1, Block 7A, Tidewater Development Park (Breakwater Fill Lot) Determination on Disposal and Disposal Method			
NEXT STEP:	Decision on if RFP Should be Published for the Breakwater Fill Lot			
_X	MOTION INFORMATION ORDINANCE			

I. REQUEST OR ISSUE: Requested Actions: Decision on if RFP Should be Published for the

Breakwater Fill Lot

Legal Description: Lot 1, Block 7A Tidewater Development Park

Area: Approximately 40,259 Sq. Ft. Zoning: Waterfront Industrial District

Attachments: Location Map

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

"I move to dispose of Lot 1, Block 7A Tidewater Development Park as outlined in Cordova Municipal Code 7.40.060 (B) by directing the City Manager to request sealed proposals to lease or purchase the property."

#### Alternate motion:

"I move to not dispose of Lot 1, Block 7A Tidewater Development Park."

- **III.** <u>FISCAL IMPACTS</u>: The city would collect lease revenue on the land until the land is disposed of and tax revenue is collected.
- **IV. BACKGROUND INFORMATION:** At the 2/19/2025 Regular Council Meeting, during pending agenda, council member *Smith* requested that an action item be placed on the next agenda to discuss the breakwater fill lot and to have a motion for the city to publish a request for proposals (RFP) to the public. This request was seconded by council member *Kinsman*.

The property is approximately 40,259 square feet; however the existing pad area is roughly 20,000 square feet.

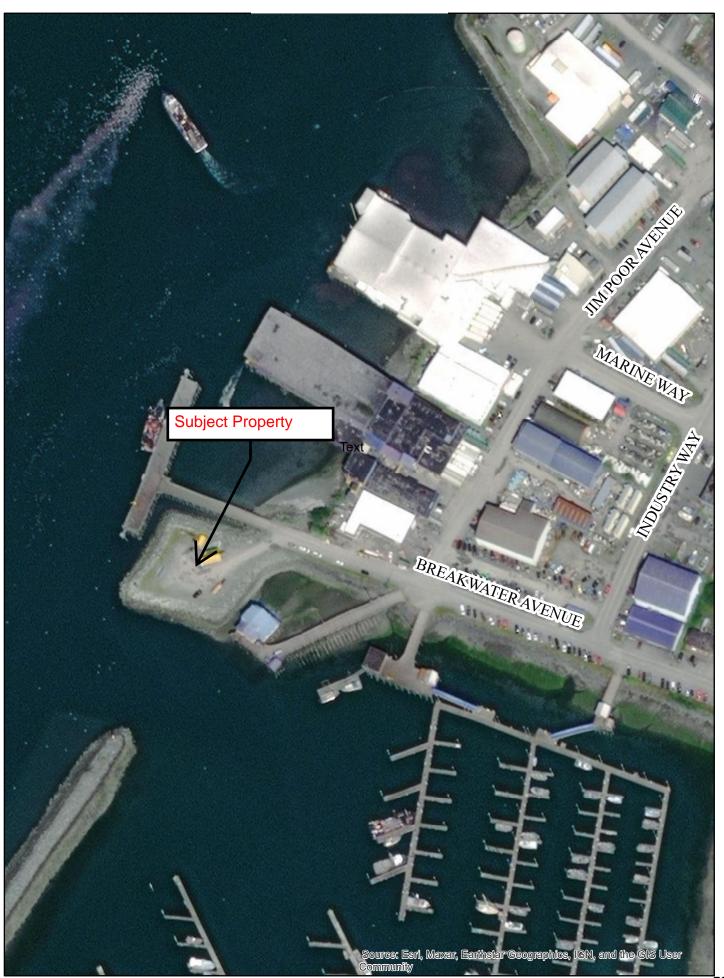
It was previously discussed that the price for the lot that was published in the 2024 RFP was lower than the council believed the value of the lot to be. City code allows for the City Council to determine the fair market value of a lot by "using a qualified appraisal, tax assessment values, comparable property values or any other method the city determines, in its sole discretion...". The current tax assessed value of the lot is \$274,600. After adjusting that for the State's Sales Ratio, that adjusts upwards to \$302,609. If the Council believes that the 302K number is low, we can have the property appraised, this will add approximately two months onto the time to get the RFP published. The value could also be determined through another method as determined by Council.

The current lessor, The Jump, was informed during their lease negotiations that there is the possibility that their lease may be terminated early if it is determined by Council that a different use in that space would be more beneficial to the community as a whole. As such, the existing lease has a clause that allows us to terminate the lease "for any or no reason upon 90 days' written notice...".

VI. <u>LEGAL ISSUES</u>: Legal review of the lease or purchase agreement will be conducted prior to final approval by City Council.

VII. <u>SUMMARY AND ALTERNATIVES</u>: City Council may make a motion to dispose or not disposal of the lot.

# **ATTACHMENT B**





# AGENDA ITEM 23 City Council Regular Meeting Date: 3/5/25 CITY COUNCIL COMMUNICATION FORM

FROM:	Samantha Greenwood	
DATE:	2/25/25	
ITEM:	Direction on PIDP grant application	
NEXT STEP:	Vote on Motion	
	ORDINANCE X MOTION	RESOLUTION INFORMATION

<u>I. REQUEST OR ISSUE:</u> Direction on applying for the FY25 Port Infrastructure Development Program (PIDP)

The Cordova North Harbor Efficiency and Resiliency Project will comprise of the following:

- Protective bulkhead
- Floating fuel dock
- Work, laydown, and staging area
- Multimodal pathway and off-street parking
- One 5-ton crane and three 2-ton cranes
- Electrical upgrades, including Shore power to City T-Dock and LED lighting upgrades
- Safety ladders, mobile fire suppression and security cameras
- Stormwater catchment with oil water separators

<u>II. RECOMMENDED ACTION / NEXT STEP:</u> Staff suggests the following motion: "I move to direct staff to apply to the 2025 Port Infrastructure Development Program."

III. BACKGROUND: FY25 notice of funding opportunity (NOFO) PIDP Info Due Date: 4/30/25

The FY25 notice of funding opportunity (NOFO) is essentially the same as the FY24 NOFO. MARAD has posted a notice that they do anticipate amending the NOFO to "reflect new administration priorities". There is no clarification on what this means or when that will happen. City staff assumes that an amendment would remove anything related to climate change & sustainability, racial equity & support for underserved communities, and Justice 40. These are all criteria that we scored highly in. If these sections are removed, we anticipate the addition of new sections that align with the new administration's priorities. Removing or adding sections in the NOFO will require a full rewrite of the application (30 pages), as the current

application has cross-references and citations throughout the application that will need to be stripped and reworked. If additional criteria are added, they must be addressed in the rewrite and the cost-benefit analysis (CBA). The city is not required to do a CBA, but we do not get the points if we do not. When evaluated, one of our strong points was our 2.6 score on the CBA; the required score is 2.0.

Cost and Match: The FY24 application requested \$29.1 million. A local match of \$3.85 million was pledged from Shoreside Petroleum to construct a floating fuel dock. This match represented 13.22%. The minimum match required was 20%. However, there was a carve-out where rural projects could be chosen without meeting the minimum 20% match. However, having a lower match is counted against the application, even though there is an allowance for a reduced match for rural projects. The FY25, as of now, has the same rural carve-out to allow for a reduced match, but it is still counted against the application.

**Development of Breakwater Fill Lot**: If any development is restricted from occurring within the harbor basin, it could be done in a way that does not affect the PIDP plan as it currently exists.

**Resources:** We have the personnel resources to update and submit an FY2025 application. To complete the update, we would need to secure the services of Northern Economics and PND, which is unknown. If the NOFO is amended, it most likely requires a total rewrite and possibly a CBA. This would be a considerable undertaking, and we do not have the personnel for that now. The cost of the original CBA was \$35,000.

<u>IV. FISCAL IMPACTS:</u> Pre-Award Cost Reimbursement: According to the NOFO, "unless 'pre-award costs' are authorized by MARAD in writing after MARAD's announcement of FY 2025 PIDP awards, any costs incurred before MARAD's obligation of funds for a project are ineligible for reimbursement and are ineligible to count as match for cost share requirements."

If we are awarded the grant, pre-award costs include the environmental, Shoreside contract, development of RFP, and project management, which are part of the PIDP budget. All these costs will start before a grant agreement is in place. We cannot enter a grant agreement without completing the environmental work, which requires a project manager, an engineer, and an environmental consultant. Working with MARAD on approving pre-award costs and completing the grant agreement requirements was complicated and lengthy.

This would require the city to pay and float an estimated \$500,000 before receiving reimbursement. It took over 2 years to get a grant agreement for the RAISE, meaning the general fund will be floating these costs.

The MARAD reimbursement process, where the city must wait for months to get reimbursement of millions of dollars for invoices, does not allow cash flow for the city's day-to-day needs. The impact of the \$3.9 million payment from the general fund for the South Harbor project has eliminated the ability to float the significant lag time of reimbursement funds from MARAD.

The costs of preparing the grant application will not be reimbursed. We anticipate that the pre-application cost without any amendments to the NOFO, which will include updating the CBA, budget, and drawings, will be around \$15K. The harbor reserve fund is tapped out; the pre-application and pre-award costs would have to come from the general fund.

We haven't agreed on a priority list for infrastructure projects, but we agree we have many infrastructure projects to do. Understanding the effect of one multimillion dollar project on cash flow must be considered when determining the projects we seek funding for. The question that should be asked is whether this is our number one priority because it will limit our ability to do other things for multiple years unless the permanent fund is tapped.

The PIDP for the North Harbor does not upgrade docks or moorage slips. While it provides some harbor safety improvements and T-dock upgrades, most of the cost is for the uplands. These improvements do not generate any revenue to repay any necessary costs or future loan payments related to the project.

<u>V. SUMMARY AND ALTERNATIVES:</u> The council could direct to move forward with updating based on the current NOFO and hope there is no amendment or that it has little impact on our application. Edits would still need to be made if criteria sections are removed. Depending on the amendments, the city's ability to get points may be reduced, and the money spent to update the application may not be relevant.



# AGENDA ITEM # 24 City Council Meeting Date: 3/5/25 CITY COUNCIL COMMUNICATION FORM

FROM:	Susan Bourgeois, City Clerk
DATE:	2/26/25
ITEM:	Concurrence of Mayor's appointments to Cordova Fisheries Committee
NEXT STEP:	Approval of Motion to concur
	ORDINANCE RESOLUTION  MOTION(S) INFORMATION

- **I.** <u>REQUEST OR ISSUE:</u> The City Fisheries Committee was newly created, and Mayor Allison has asked to appoint members.
- II. <u>RECOMMENDED ACTION:</u> City Council should concur with the appointment recommendations made by *Mayor Allison* and approve by voice vote. Council may approve with one vote all of the suggested appointments or may take several votes.
- **III. BACKGROUND INFORMATION:** The City Clerk has been advertising this new committee's need for members for 2-3 weeks. At the time of printing of this packet, applications have been received from 7 people. Any subsequent applications received up until meeting time will be sent to Council and brought to the table for consideration.
- **IV. <u>SUMMARY AND ALTERNATIVES:</u>** City Council members may concur with the Mayor's appointment or take alternative action.



# City Board or Commission Membership Application



Personal Information	
Name: Rovy Blake	Date: 2-14-2025
Resident of Cordova? Yes No	How Long? 65 x 15
Name of Partner (optional):	
Employer: 5e1f	Job Title: OWNEr
Contact Information	
Residence Address:	
May we include your contact information on our webpage/in pu	blished meeting packets: Yes No Yes, but not all
If you answered "yes, but not all" above, please specify packets:	what we CAN include on webpage/in meeting
Affiliations	
Current membership in organizations:	
Past memberships in organizations:  PSWAC Board Executor  CDFU Board	utive committe
City Board(s) or Commission(s) in which you are interest	sted:
# fisherman Board	
Why do you want to be involved with this Board or Cor	
Have a Lot of Histor	
Have a Voice for the	- Fisher Men
What experiences have you had, and/or what credentic membership beneficial to the board or commission?	
Ishing Tudistry 55 XX	s Crab Herring Salmon
FISHING INDUSTRY 65 XX New at Kelp Farming 11	old Blue Mariou Hure
Applications can be dropped off at City Hall or emailed to:	Board/Commission
cityclerk@cityofcordova.net	Application Revised: 10/2019





Personal Information	
Name: Rodarick Jensen	Date: 2/14/2025
Resident of Cordova? Yes No	How Long? 51 + years
Name of Partner (optional):	
Employer: 54	Job Title: Commercial Figherman Counter
Contact Information	
Residence Address:	
Mailing Address: PO Box 1601	Cordova, AK 99574
Althor familia to the	Email Address: want belongrow @ gmail.ca
May we include your contact information on our webpage/in	
packets: mailing address and	email
Affiliations	
Current membership in organizations: Alaska Alaska	Shellfish Growers Association Mariculture Alliance District Fisherman United
/ andra ita	District Fisherman 1) all
Past memberships in organizations:	Seiners Association executive board member
Past memberships in organizations:	Seiners Association executive bound member
Past memberships in organizations: United Pusac	Seiners Association executive bound member erested: Fisheries Advisory Commission
Past memberships in organizations: United Pusac  City Board(s) or Commission(s) in which you are inte	Seiners Association executive bound member erested: Fisheries Advisory Commission Commission? The Fisheries are a
Past memberships in organizations: United Pusac  City Board(s) or Commission(s) in which you are inte	Seiners Association executive bound member erested: Fisheries Advisory Commission
Past memberships in organizations: United PWSAC  City Board(s) or Commission(s) in which you are interested with this Board or Cordon's Economistic Cordon's Economistic Cordon's Economist Cordon	Seiners Association executive bound member erested: Fisheries Advisory Commission Commission? The Fisheries are a
Past memberships in organizations: United PWSAC  City Board(s) or Commission(s) in which you are interested with this Board or Cordon's Economistic Cordon's Economistic Cordon's Economist Cordon	Seners Association executive board member  erested: Fisheries Advisory Commission?  Commission? The Fisheries are a ny and Commisty. If the city - industry stake holders, I'm willing  Intials do you possess, that would make your
Past memberships in organizations: United PWSAC  City Board(s) or Commission(s) in which you are interested with this Board or Cordon's Economical Cordon needs help from What experiences have you had, and/or what creden	Severs Association executive board member  erested: Fisheries Advisory Commission?  Commission? The Fisheries are a ny and Comminity. If the city - industry stake helders, I'm willing  Intials do you possess, that would make your  I've seved on the executive
Past memberships in organizations: United PWSAC  City Board(s) or Commission(s) in which you are interested.  Why do you want to be involved with this Board or of Cordon's Economical for Cordon's Economical for Cordon needs the property from What experiences have you had, and/or what credend membership beneficial to the board or commission?  Loard of directors for PWSAC	Severs Association executive board member  erested: Fisheries Advisory Commission?  Commission? The Fisheries are a ny and Comminity. If the city - industry stake helders, I'm willing  Intials do you possess, that would make your  I've seved on the executive
Past memberships in organizations: United PWSAC  City Board(s) or Commission(s) in which you are interested.  Why do you want to be involved with this Board or of Cordon's Economical for Cordon's Economical for Cordon needs the property from What experiences have you had, and/or what credend membership beneficial to the board or commission?  Loard of directors for PWSAC	Severs Association executive board member  erested: Fisheries Advisory Commission?  Commission? The Fisheries are a ny and Commity. If the city  industry stake holders, I'm willing  It seved on the executive.  I've seved on the executive.



# City Board or Commission Membership Application



Personal Information	
Name: Kelsey Hayden	<b>Date:</b> 2/18/25
Resident of Cordova? Yes No	How Long? 34 years
Name of Partner (optional): Cameron Hayden	
Employer: Cordova District Fishermen United	Job Title: Operations Director + Fishing Vessel Administrator
Contact Information	
Residence Address:	
Mailing Address:	
Cell Phone: 907-429-5357	Email Address: kelsey@cdfu.org
May we include your contact information on our webpage/in pu	blished meeting packets: Yes No Yes, but not all
If you answered "yes, but not all" above, please specify packets:	what we CAN include on webpage/in meeting
Cell and email	
Affiliations	
Current membership in organizations: Hospital Board Chair, Parks and Rec Commission, Cordova Iceworm Fest	ival Vice President
Past memberships in organizations: Chamber of Commerce Board Member	
City Board(s) or Commission(s) in which you are interest Fisheries Committee	ted:
Why do you want to be involved with this Board or Cor The Fisheries Committee has the opportunity to be a productive and infilled by professionals in the industry as well as permit holders, it can be impacts to the industry (through Board of Fish, IPHC, etc) and other per meeting Quarterly or a couple of times a year. I recognize the disconne as a part of my job duties. I am happy to help organize this group to end	formative conduit between the fishing industry and council. With seats an active group that informs council on developing fisheries, upcoming tinent information. I see this committee providing reports to council and ct between the industry and council, and intend to help bridge that gap
What experiences have you had, and/or what credentimembership beneficial to the board or commission?  I am a lifelong Cordova resident, worked at Trident Seafoods for 4 sumn 14 years. I have extensive experience in the industry and with fisherme	ners, and have worked at Cordova District Fishermen United for almost
Applications can be dropped off at City Hall or emailed to cityclerk@cityofcordova.net	Board/Commission Application Revised: 09/2019



# **City Board or Commission Membership Application**



Personal Information		
Name: Ezekiel Brown	Date: 2/20/2025	
Resident of Cordova? Yes No	How Long? 35	
Name of Partner (optional): Kinsey Brown		
Employer: Self Job Title: Commercial Fisherman		
Contact Information		
Residence Address: 120 Saddle Point Drive		
Mailing Address: po box 1219		
<b>Cell Phone:</b> 907-570-2725	Email Address: Ezekiel.k.brown@gmail.com	
May we include your contact information on our webpage/in p	published meeting packets: Yes No Yes, but not all	
If you answered "yes, but not all" above, please speci packets:	fy what we CAN include on webpage/in meeting	
Affiliations		
Current membership in organizations: CDFU, Pwsacc		
Past memberships in organizations:		
City Board(s) or Commission(s) in which you are interesting.  Fisheries Committee	ested:	
Why do you want to be involved with this Board or Co The Fisheries Committee can be a valuable resource for the city. The Cordova's commercial fishing industry, yet there is no formal conduit f fisherman, I want to help bridge that gap by bringing firsthand knowled	City Council and staff frequently make decisions that directly impact for seeking input from those who work in the industry. As a commercial	
fisheries policy and advocacy, and I hope to continue that work by con	tials do you possess, that would make your  ill end this fall. Through my role at CDFU, I have been deeply involved in  ntributing to this committee. I am seeking a seat solely as a commercial  ermits for crab, halibut, blackcod, shrimp, and salmon seining, and I also	
Applications can be dropped off at City Hall or emailed cityclerk@cityofcordova.net	to: Board/Commission Application Revised: 09/2019	





Personal Information			
Name: Trae Lohse	Date: 02/25/2025		
Resident of Cordova? Yes No	How Long? 34 years		
Name of Partner (optional): Breanna Lohse			
Employer: Self-employed	Job Title: Commercial Fisherman		
Contact Information			
Residence Address:			
Mailing Address:			
<b>Cell Phone:</b> 907-917-7271	Email Address: traelohse@gmail.com		
May we include your contact information on our webpage/in p	ublished meeting packets: Yes No Yes, but not all		
If you answered "yes, but not all" above, please speci	fy what we CAN include on webpage/in meeting		
packets:			
Email and phone number			
Affiliations			
Current membership in organizations: Audobon Ducks Unlimited CDFU member			
Past memberships in organizations: Cordova Planning Commission Commisioner CDFU board member as gillnet representative			
City Board(s) or Commission(s) in which you are interested an interested serving on the Cordova Fisheries Committee.	ested:		
fish and wildlife issues, I feel that I would add a useful perspective to	ommission?  Ory Committee, a committee whose intent is to provide a local forum on the Cordova Fisheries Committee. It would also provide a platform for me on as well as bringing the thoughts and ideas of the Fisheries Committee		
What experiences have you had, and/or what credent membership beneficial to the board or commission? I am currently a gillnetter/IFQ holder longliner who has in the past crew Kodiak, Bristol Bay, Sitka, Homer, Seward, Washington, and Oregon. I am currently the Fisheries Chair of the ADF&G Copper River-PWS Adwell as the Cordova Planning Commission.	red on crabbers, seiners, set net operations, and longliners in PWS,		
Applications can be dropped off at City Hall or emailed	to: Board/Commission Application		
cityclerk@cityofcordova.net Revised: 09/201			





Personal Information				
Name: Tyler Dillon			Date: 02/25/25	
Resident of Cordova?	Yes	No	How Long? 25 years	
Name of Partner (optional): Tu Trinh Dillon				
Employer: Camtus Alaska Wild Seafoods/Self  Job Title: Fleet/plant manager/business owner				
Contact Information				
Residence Address:				
Mailing Address:				
Cell Phone:			Email Address: Tyler@alaskawildseafood.com	
May we include your contact	ct information	on our webpage/in pu	blished meeting packets: Yes No Yes, but not al	
	ut not all" a	bove, please specify	what we CAN include on webpage/in meeting	
packets: Email Only				
Affiliations				
Current membership in Salmon Harvest Task Force	organizatio	ns:		
Past memberships in or None	ganizations:	:		
City Board(s) or Commis Fisheries Committee	ssion(s) in w	hich you are interes	eted:	
Why do you want to be I have been a Cordova resident to see it continue to be a succe	for 25 years. I'v	ve built my career in the fi	shing industry. I care for the long term health of the industry, and want	
What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission?  Owned and operated a gillnet operation from 2010-2019, direct-marketed my own salmon from 2016-2019. Owned/operated a Seine boat 2018-2018.  Fleet manager, assistant plant manager and sales rep at a local fish processing plant from 2020-present.  I have operated tenders and now own and manage two Copper River gillnet tenders.  I have built my career in the Copper River/PWS fishery and have worked from many different perspectives. I believe my knowledge and time invested in the field would be beneficial to the committee.				
Applications can be dropped off at City Hall or emailed to:  Board/Commission Application  City Clark @ City				
cityclerk@cityofcordova.net			Revised: 09/2019	





Personal Information	
Name: Jerry Mc Cune	Date: 02/26/25
Resident of Cordova? Yes No	How Long?
Name of Partner (optional):	
Employer: Fishermen/ lobbyist	Job Title:
Contact Information	
Residence Address: 711 6th st Carl Burton #4	
Mailing Address: Bx372	
<b>Cell Phone:</b> 907 200 0240	Email Address: Jmccune59@hotmail .com
May we include your contact information on our webpage/in publif you answered "yes, but not all" above, please specify packets:	
Affiliations	
Current membership in organizations: Lifetime member and board member untied fishermen of Lifetime member CDFU	
Past memberships in organizations:	
City Board(s) or Commission(s) in which you are interest Fisheries	ted:
Why do you want to be involved with this Board or Com To move Cordova and fishing industry forward in the future	nmission?
What experiences have you had, and/or what credential membership beneficial to the board or commission? Ten years UFA president, 32 years president CDFU, 33 years as a fish lobb Cordova resident. Ran for state representative, been three governors transcribed.	by ist in the state Legislature. Third generation fishermen and life long
Applications can be dropped off at City Hall or emailed to	: Board/Commission Application
cityclerk@cityofcordova.net	Revised: 09/2019





# City Council of the City of Cordova, Alaska Pending Agenda March 5, 2025 Regular Council Meeting

	Future agenda items - topics put on PA with no specific date for inclusion on an agenda			initially put on or revisited	
1)	1) Public Safety Resources - discussion			1/20/2021	
2)	Ordinance change (Title 4) to ensure Counc	il has a role in CBA app	proval process		9/6/2023
3)	Facility condition assessments part 2 work s	session (did P&R on 4-19-2	23) - Oct '23		9/6/2023
4)	City Code re: procurement, Manager spend	ing limit trigger in a co	de provision		4/19/2023
5)	Discuss/create a policy for established time	frames for review of Ci	ity ongoing contracts		9/6/2023
6)	Explore methods to capture tourism dollars	by requiring arriving F	RVs to use paid facilities		9/6/2023
7)	Strategic planning work session (goal setting	g), first-was <b>2/19/25</b> , r	next is <b>3/19/25</b>		2/19/2025
8)	Bonding for City streets - explore for when a	asphalt plants will be in	n town during other pro	jects	4/3/2024
9)	Code change to land disposal maps when a	status change (time-fr	ame for disposal post st	atus chg)	9/18/2024
10)	Ordinance from CM to address cashflow iss	ue for the \$3.9 or \$2.9	M that has been used fr	om the GF	11/6/2024
11)	Enterprise funds accounting procedures				11/6/2024
12)	Revisit Economic Development Property Tax	x Exemptions, Ordinan	ices 1217 & 1223		12/4/2024
13)	Strategic review of City investments with Bl	ake Phillips, ACPM (Blu	ue Umbrella)		2/4/2025
	Resolutions, Ordinance	s, other items that h	nave been referred to	staff	date referred
1)	Disposal of PWSSC Bldg - referred until mor	e of a plan for north h	arbor so the term of RFF	would be known	1/19/2022
2)	<b>Res 12-18-36</b> re E-911, will be back when a	plan has been made			12/19/2018
	Upcoming Meetings, ag	genda items and/or	events: with specific o	dates	
1)	Capital Priorities List, Resolution 12-24-39, i	s in each packet - if 2 o	council members want to	revisit the resolution	
	they should mention that at Pending Agend	la and it can be include	ed in the next packet for	action	
2)	Staff quarterly reports will be in the following	ng packets:			
	4/16/2025	7/16/2025	10/15/2025	1/21/2026	
3)	Joint City Council and School Board Meeting	gs - twice per year, Ma	y & October		
	before Council mtg in <b>May</b>		6pm @ CHS before Sch	Bd mtg Oct. or Nov.	
4)	Clerk's evaluation - each year in <b>Feb</b> (before	Council changeover a	fter Mar election) - next	Feb '25	
5)	Manager's evaluation - each year in <b>Jan</b> - ne	ext one Jan '25			
6)	In <u>May</u> each year City will provide public outro	each regarding beginnir	ng of bear season	photo by Wendy Ranney	6
7)	Each year in <b>June</b> Council will approve by Re	esolution, the School's	budget and City's contr	ibution	
8)	Quarterly work sessions on City finances (co	mpare budget to actu	als) - <b>April, July, Oct, Ja</b> r	า	12/5/2024
	Council adds i	tems to Pending Age	enda in this way:		
	item for action	tasking which staff: N	lanager/Clerk?	proposed date	
1)					
2)					_
2)	•				
3)					_
3)					_



# City Council of the City of Cordova, Alaska Pending Agenda March 5, 2025 Regular Council Meeting

## Membership of existing advisory committees of Council formed by resolution:

1) Cordova Fisheries Committee:

appointments to be made 3/5/25

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

**2)** Cordova Trails Committee:

1-Elizabeth Senear 2-Toni Godes

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

3-Dave Zastrow 4-Ryan Schuetze

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

5-Stormy Haught 6-Michelle Hahn

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

1) Prince William Sound Regional Citizens Advisory Council

**David Janka** appointed March 2024 2 year term until May 2026

2) Prince William Sound Aquaculture Corporation Board of Directors

**Tommy Sheridan** appointed June 2024 3 year term until Oct 2027

3) Alaska Mariculture Alliance

Sean Den Adel appointed March 2024 no specific term

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

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

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

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

#### Port and Harbor

North Harbor Efficiency and Safety

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

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

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

Waste Oil Equipment / Maintenance Building

Shipyard Expansion

Three-Stage Dock

#### **Public Works**

Water Infrastructure

Booster station at Murchison tank to improve water delivery during peak flow Permanent siphon at Crater Lake to improve water delivery during peak flow

Upgrade pump stations and equipment

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

Replacement and relocation of Morpac tank

Water Equipment

Vac truck

Backhoe

Sewer Infrastructure

Replacement/upgrade of wastewater plant and SCADA

Replacement/upgrade of all lift stations

Replacement of force main in Odiak Slough

Upgrade pipe infrastructure

Sewer Equipment

Dump truck

Backhoe

Streets Infrastructure

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

Lake Ave. hillside

Evaluation of existing storm drain systems

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

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

Res. 12-24-39 CIP List

Replace/upgrade pedestrian walkways (Fourth St. and Adams Ave.) (Council St.), and (Second St. to First St.)

Streets equipment storage building

Streets Equipment

Wheeled loader

Road grader

Backhoe

Refuse Infrastructure

Landfill bear fence

Electricity to landfill

Equipment storage building

Refuse Equipment

Dumpster truck

Residential truck

Skid steer

#### **Public Safety**

E-911 Implementation

Acquire and integrate new hardware and software for E-911

Update dispatch console

Replace Radio Structure on Ski Hill

Mile 5 Substation Code and ADA Compliance

Engineering and Preliminary Design of Public Safety Building Prep Site

#### **Parks and Recreation**

Pool Infrastructure Code and ADA Compliance

Door and siding replacements and CMU joint repairs

Replace pool cover

Replace pool roof

Replace/upgrade HVAC and ventilation system

Replace electrical distribution system

ADA compliance and parking area re-grade

Bidarki Recreation Center

Renovate and add ADA access

Structural repair

Code and ADA compliance

Facility improvements

Eyak Lake Skater's Cabin

Demolish and replace

**Parks** 

Playground renovations

Replacement of playground equipment at Noel Pallas Children's Memorial Playground

Upgrade Restrooms/Buildings/Structures

Ballfield/Cordova Municipal Park Restroom/Concession Stand – code and ADA compliance

Fleming Spit restroom replacement

Odiak Pond boardwalk and gazebo - code and ADA compliance

Odiak Camper Park restrooms/facility improvements – code and ADA compliance.

Res. 12-24-39 CIP List

Parks maintenance shop facility improvements – code compliance Ski Hill Improvements

# **Land Development**

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

and;

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

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

# PASSED AND APPROVED THIS 18th DAY OF DECEMBER 2024

SEAL MAY 1909

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

# March **2025**

CALENDAR MONTH MARCH
CALENDAR YEAR 2025

1ST DAY OF WEEK SUNDAY

Sunday	M onday	Tuesday	Wednesday	Thursday	Friday	Saturday	
23	24	25	26	27	28	1	
	E	arly Voting: City Election at Cdv	v Ctr/City Hall: 2/24 - 2/28 8a-5	р			
2	3 Last day of Early	4	5	6	7	8	
	Voting: City Electi at Cdv Ctr/City Ha 3/3 8a-5p	all:	_	CHS Basketball	Interior Conference Tournan	nent in CDV March 6-8, 2025	
		Cordova General Election			MOVENIE	5	
9	10	7am - 8pm CCA	7:00 Council reg mtg CCA	13	14	15	
DAYLIGH	G			A/2A State Basketball To		15	
SAIN	CSI	CSD Spring Break Vacation Mar 10 - 14					
Management		6:30 P&Z CCAB	6:00 Harbor Cms CCA 7:00 Sch Bd HSL	B ALASKA'S HOME FOR	HIGH SCHOOL SP		
6	17	18	19	20	21	22	
	6			SPEIN			
		5:30 CTC Board Meeting CO					
			7:00 Council reg mtg CCAE				
3	24	25	26	27	28	29	
					1		
		6:00 P&R CCM	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR			
30	31	Notes			·		
	Sewards Day Holiday City	Legend:	CCB-Community Rm B	LN-Library Fireplace Nook		P&R - last Tues	
	Offices closed	CCAB-Community Rms A&B HSL-High School Library CCA-Community Rm A	CCM-Mayor's Conf Rm CCER-Education Room	CRG-Copper River Galler HCR-CCMC Conference F		ed CEC - 4th Wed Hosp Svcs Bd - last Thurs	

# April **2025**

CALENDAR MONTH APRIL

CALENDAR YEAR 2025

1ST DAY OF WEEK SUNDAY

Sunday	M onday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
ADMAIN NATIONAL AUGUSTA AUGUST		April Fool's day	7:00 Council reg mtg CCAB		Last day to appeal property assessments	
6	7	8	9	10	11	COME ONE, COME ALL TO THE GRANDEST PARTY AROUND!
	_	6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL		20	THE CIRCUS IS COMING TO TOWN APRIL 12, 2024
13	14	15	16	17 Passover Al 2		19
		5:30 CTC Board Meeting CCE	R	Pa		
		<u> </u>	7:00 Council reg mtg CCAB			
	21	22	23	24	25	26
	7:00 BOE Hearing CCAB	ALA DE	6:00 CEC Board Mtg CCER	12:00 Hosp Svc Bd HCR		
27	28	29	30	1	2	3
		6:00 P&R CCM				
4	5	Notes			0.1.4.00.100.1	
		Legend: <u>CCAB</u> -Community Rms A&B <u>HSL</u> -High School Library <u>CCA</u> -Community Rm A	CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room	<u>LN</u> -Library Fireplace Nook <u>CRG</u> -Copper River Gallery <u>HCR</u> -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 o	of term email	<b>Date Elected</b>	<b>Term Expires</b>
Mayor:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council men	nbers:		
Seat A:	Tom Bailer	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman	March 7, 2023	March-26
3 years	CouncilSeatB@cityofcordova.net	March 3, 2020	
Seat C:	Kasey Kinsman, Vice Mayor	March 7, 2023	March-26
3 years	CouncilSeatC@cityofcordova.net	<del></del>	
Seat D:	Wendy Ranney	March 5, 2024	March-27
3 years	CouncilSeatD@cityofcordova.net	July 5, 2023 elected by	cncl
Seat E:	David Zastrow	March 5, 2024	March-27
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	Kristin Smith	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	<b>Ken Jones</b>	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

# **Cordova School District School Board of Education - Elected**

length of term		Date Elected	<b>Term Expires</b>
3 years	Barb Jewell, president	Mar 1, 2022, Mar 5,	March-25
	bjewell@cordovasd.org	2019, Mar 1, 2016, Mar 5, 2013	
3 years	Henk Kruithof	March 5, 2024	March-27
	hkruithof@cordovasd.org	March 2, 2021	
3 years	Terri Stavig	March 1, 2022	March-25
	tstavig@cordovasd.org		
3 years	Peter Hoepfner	Mar 5, 2024, Mar 2,	March-27
	phoepfner@cordovasd.org	2021, Mar 6, 2018,	
		Mar 3, 2015, Mar 6,	
		2012, Mar 3, 2009, Mar 7, 2006	
		Wiai 7, 2000	
3 years	David Glasen	March 7, 2023	March-26
seat up for re-elect	ion in Mar '25 vacant		

seat up for re-election in Mar '25

board/commission chair/vice

seat up for re-appt in Nov '25

(updated 2-19-25)

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

# **Hospital Services - Board of Directors - Elected**

length of term		<b>Date Elected</b>	_	Term Expires
3 years	Diane Ujioka	March 5, 2024		March-27
	CCMCBoardSeatC@cdvcmc.com	December 19, 2023	elected by board	
3 years	Ann Linville	March 1, 2022		March-25
	CCMCBoardSeatA@cdvcmc.com			
3 years	Shelly Kocan	July 25, 2024	elected by board	March-25
	CCMCBoardSeatB@cdvcmc.com			
			•	
3 years	Liz Senear	March 5, 2024		March-27
	CCMCBoardSeatD@cdvcmc.com	March 2, 2021		
3 years	Kelsey Appleton Hayden, Chair	March 7, 2023		March-26
	CCMCBoardSeatE@cdvcmc.com	March 3, 2020		

# **Library Board - Appointed**

length of ter	rm	Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years 3 years	Debra Adams Sherman Powell	Dec '21, Dec '24  June '18, Feb '20,  Jan '23	November-27 November-25
3 years	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, Dec '24	November-27
3 years	Gail Foode	Dec '23	November-26
3 years	Chris Bolin	Sep '17, Nov '18	November-27
		Dec '21, Dec '24	
3 years	Sean Den Adel	Dec '23	November-26

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

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

Harbor Commission - Appointed						
length of term	l	Date Appointed		Term Expires		
3 years	Ryan Schuetze	Dec '23		November-26		
3 years	Andy Craig, Chair	Nov '16, '19 & Dec		November-25		
		'22				
3 years	Garrett Collins	Dec '23		November-26		
3 years	<b>Ken Jones</b>	Feb '13, Nov '16,		November-25		
		Nov '19, Dec '22				
3 years	Hein Kruithof	Dec '23		November-26		
	Parks and Recreation	n Commission - Appoi	nted			
length of term	ı	Date Appointed		Term Expires		
3 years	Kelsey Hayden	Dec '24		November-27		
3 years	Henk Kruithof	Nov '19, Dec '22		November-25		
3 years	Aaron Hansen, Chair	Dec '21, Dec '24		November-27		
3 years	Kara Rodrigues	Dec '23		November-26		
3 years	Gabrielle Brown	Jan '25		November-25		
3 years	Jason Ellingson	Mar '23		November-25		
3 years	Erin Cole	May '24		November-26		
	Historic Preservation	Commission - Appoi	nted			
length of term	·	Date Appointed		Term Expires		
3 years	Kris Ranney, PC member	Mar '23	appt'd by PC	November-25		
3 years	Heather Hall, professional member	Aug '16, Feb '20, Mar '23		November-25		
3 years	Sylvia Lange, NVE member	Nov '22, Nov '19	appt'd by NVE	November-25		
3 years	Christy Mog, professional member	Dec '23		November-26		
3 years	vacant, historical society member			November-27		
3 years	Jamie Foode, professional member	Jan '25		November-27		
3 years	Jim Casement, public member	Dec '23		November-26		
seat up for re-election in Mar '24 vacant						

board/commission chair seat up for re-appt in Nov '25

(updated 2-19-25)